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11.1.11

SUBDIVISION OF THE REMAINDER OF PORTION 4 (A PORTION OF PORTION B) SWAKOPMUND TOWN AND TOWNLANDS NO. 41 INTO PORTION A AND REMAINDER, PERMANENT CLOSURE OF PORTION A AS A STREET, CONSOLIDATION OF ERVEN 9 & 10 VINETA AND PORTION A INTO CONSOLIDATED ERF X AND SUBSEQUENT REZONING OF ERF X FROM "SINGLE RESIDENTIAL" WITH A DENSITY OF 1:600M² TO "GENERAL BUSINESS" WITH A BULK OF 1.2

(C/M 2025/01/30 - V 9 and V 10)

Ordinary Management Committee Meeting of 16 January 2025, Addendum **8.8** page **127** refers.

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

1. Purpose

The purpose of this submission is for Council to consider the application for the subdivision of the Remainder of Portion 4 (a Portion of Portion B) Swakopmund Town and Townlands No. 41 into Portion A and the remainder, permanent closure of Portion A of Portion 4 as a street, consolidation of Erven 9 & 10 Vineta, and Portion A into Consolidated Erf X and rezoning of Consolidated Erf X Vineta, from "single residential" with a density of 1:600m² to "General Business" with a bulk of 1.2 in terms of Section 105 (1) (a) and (e) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018) and the Local Authority Act, 1992 (Act No. 23 of 1992).

2. Introduction and Background

The Engineering and Planning Services department received a subdivision, permanent closure, consolidation, and subsequent rezoning application from Stubenrauch Planning Consultants on behalf of the registered owner, Lumeris Investments Seventeen cc. The application is attached as **Annexure A**.

Council under item 11.1.24 on 25 January 2024 decided to sell the proposed portion of land to the applicant. Council's intention to sell the portion of land was published as required in terms of the Local Authorities Act, Act 23 of 1992, as amended. No objections were received on the closing date of 04 June 2024. On 14 June 2024, a letter was received from Van Rensburg Associates on behalf of the owners of properties in the surrounding area objecting to the sale. Objections are mainly based on the construction of a hotel on the property, which can only materialize should the property be rezoned to "general business".

On **17 June 2024** the application to sell the portion was tabled to the Minister of Urban and Rural Development. It was pointed out to the said Minister that objections were received after the due date for objections. The Minister of Urban and Rural Development approved the sale of the portion on 08 July 2024.

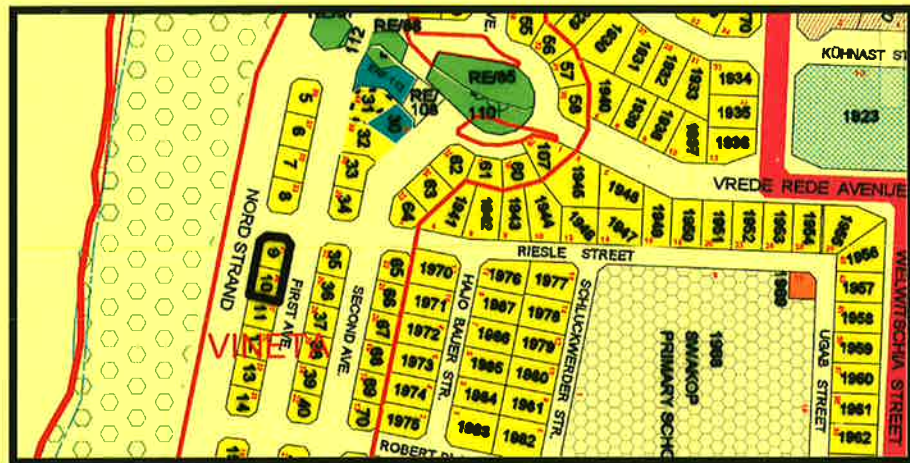
Attached **Annexures B and C** are the Council Resolution for the sale, the application to the Ministry for the sale, the objection for the sale as well as the Minister's approval for the sale.

3. Ownership

Ownership of Erven 9 and 10 Vineta, is held in the Deed of Transfers T3717/2017 and T2573/2017 respectively, and vests in Lumeris Investment Seventeen cc. The Remainder of Portion 4 (a Portion of Portion B) Swakopmund Town and Townlands No.41 is held in the Certificate of Registered Title T697/1953 and vests in the Council of the Municipality of Swakopmund. Proof of ownership have been attached with the application.

4. Zoning, Locality and Size

Erven 9 and 10 Vineta are zoned "single residential" with a density of 1:600m² whilst the Remainder Portion 4 (a Portion of Portion B) Swakopmund Town and Townlands No.41 is zoned Street as indicated in the figure below. These erven are situated at the corner of Riesle Street and First Avenue, whilst the street portion is right adjacent to their western boundaries along the beach area. Erven 9 and 10 Vineta are 645m² and 635 m² in extent, respectively.



5. Access, parking, and municipal services

Access to Erven 9 and 10 Vineta is obtained via First Avenue. Parking for the proposed development will be provided in accordance with the Swakopmund Zoning Scheme provisions. These erven are already connected to the services network. However, all additional infrastructure resulting from the proposed development should be the responsibility of the applicant or the property owner.

6. Advertisement

The proposed development was advertised on the 24th of June and 1st of July 2024, in the New Era and the Namibian newspapers. The closing date for objections was on the 22nd of July 2024. A notice was also placed on site for public comments and notice was given to neighbouring property owners were notified via registered mail as well as email of the intent. The closing date for objection was the 22nd of July 2024.

A notice was published in the Government Gazette No 8388 dated 1st July 2024. The last date for objections was 22nd July 2024. Three objections by a combined seventy-one (71) objectors have been received. These objections are attached as Annexure B.

7. **Proposal**

The applicant intends to subdivide the Remainder of Portion 4 (a Portion of Portion B) Swakopmund Town and Townlands No. 41 into Portion A and Remainder. The applicant further wishes to permanently close Portion A as a street, and then consolidate Erven 9 and 10 Vineta with Portion A into Consolidated Erf X and finally rezone the Consolidated Erf X Vineta from "single residential" with a density of 1:600m² to "general business" with a bulk of 1.2, to achieve a 5-star exclusive Beach Lodge or Luxury Boutique Hotel development consisting of approximately 15 suites.

The proposed development aligns with the Swakopmund Structure Plan 2020-2040, specifically with the shoreline precinct which emphasizes the harmonious integration of a hotel or mixed-use buildings along the coastal line. Therefore, the proposed development adheres to the strategic vision of Swakopmund whilst enhancing the aesthetic and tourism potential.

In addition, the erven within the coastline precinct are earmarked for public open space offering a unique opportunity for the boutique hotel to provide a stunning ocean view whilst contributing to the overall landscape.

Section 6.8.4 of the Swakopmund Structure Plan stipulates that coastal towns have the responsibility to develop in such a manner that public access to the beach is maximized. Subsequently, activity nodes should be put in place to provide public facilities such as restaurants, bars and smaller line shops as well as public amenities at regular intervals along the beach while the areas in between are to be reserved as public beaches. It is also fundamental to note that the proposed development will maintain and enhance access to the beach as indicated in the Structure Plan.

In accordance with the town planning principles of new urbanism, it is recommended that compact, mixed-use spaces are maximized to prevent horizontal sprawling and promote efficient land uses whilst reducing environmental impacts. The following town planning procedures are to be undertaken:

- (a) *Subdivision of the Remainder of Portion 4 into Portion A and remainder,*
- (b) *Permanent closure of Portion A of the Remainder of Portion 4 (a Portion of Portion B) Swakopmund Town and Townlands No. 41 as street,*
- (c) *Consolidation of Portion A with Erven 9 and 10 Vineta into Consolidated Erf X,*
- (d) *The rezoning of the Consolidated Erf X Vineta from "Single Residential" with a density of 1:600m² to "General Business" with a bulk of 1.2*

The proposed Portion A is approximately 1483m² in extent and will assume the same zoning as Erven 9 and 10 as per the provision of Clause 3, subclause 3.2 (b)(ii) of the Swakopmund Zoning Scheme.

An environmental impact assessment (EIA) must be undertaken to obtain an environmental clearance certificate for the closure of the street as stipulated in the Environmental Management Act (Act No. 7 of 2007).

8. **Objection**

Objections received are summarised as they are all focussed on the negative impact the development will have on the rights of objectors and the public.

The objectors are of the opinion that the blocks consisting of Erven 1 to 18 Vineta, due to their location along the seaside and proximity to the ocean, such land parcels are subject to high value.

It is claimed that owners opted for these properties to enjoy the sea view which has an inherent value and because of the tranquil, relaxed, and private lifestyle.

The proposed portion offered for sale to the applicant is part of the closed street west of the blocks consisting of Erven 1 to 18 Vineta, which has been unutilized for a significant period.

In 2015, a resident of the area and one of the objectors approached the Swakopmund Municipal Council requesting the consent to establish a garden on the closed street to beautify the area. The consent accompanied by plans designating the garden area was granted, resulting in the appointment of four permanent gardeners and the installation of an irrigation system by Council.

It is also being claimed that Council adopted a policy allowing any member of the public to request the erection of benches in memory of deceased beloved ones. According to the objections, the launching ceremony was attended by the Mayor, Chief Executive Officer, and a Councillor. Since then, the place became an area where members of the public commemorate their loved ones, amongst others by strewing their ashes.

According to the objection, the granting of consent and Council encouragement have created a public servitude in the form of the common law principle in the favour of the objectors providing them the right to use the closed street portion in perpetuity and claiming that such closed street portion cannot be alienated.

Objectors are of the view that the alienation of the proposed street portion to establish a huge hotel building on the consolidated site will create an unsightly gap in the existing park stretch and lead to reduced public beach area accessibility. The proposed development would potentially result in the rerouting of the existing sewer and electrical line.

Even though the area is reserved as a closed street, it practically forms part of the beach area and is being utilized for the same purpose.

In addition, the main sewers line serving blocks consisting of Erven 1 to 18 Vineta including the paved walkway interlinking other walkways on the beach area extent is located on the road.

According to the objectors, the only business node in the area is located east of Erven 4 and 5 Vineta resulting in most of the traffic associated with the business rarely traveling through Erven 1 to 18 Vineta. It is further stated that the road serving the proposed hotel is a single street, that is not designed to carry traffic for commercial purposes, it will increase traffic noise. In addition, it is being claimed that the proposed development will also attract criminals to the area because the large number of guests to the proposed hotel will be tourists. Parking space will also create problems since the parking space is extremely limited.

The objectors indicated that due to the above reasons, they have established rights in the form of considerable monetary investment. The proposed hotel will not increase property values as it will not contribute to the peaceful and tranquil nature of the neighborhood. The consolidation of the proposed closed street portion with Erven 9 and 10 Vineta means that the erf will be larger than the average land parcels in the immediate vicinity and that will encroach upon the view of the others.

The objector further argues that there have been past attempts made for other developments in the area and the Council has refused such proposals prior. In addition, in accordance with the Property Policy of Council that was updated in October 2023, it is indicated that the Council does not sell land zoned public open space, the only exception to the rule is areas identified as problem areas. Although the street has not been zoned public open space, the use thereof corresponds in all respects to that of an area zoned public open space.

The objectors also argue that the proposal is not in line with the Swakopmund Structure Plan 2020-2040 because the coastline is identified as a public open space and is to be optimized by means of creating activity nodes, recreational areas with supporting facilities as well as public gardens. In addition, the holiday resorts are to develop the town in such a way that public access to the beach is maximized. Furthermore, the Swakopmund Structure Plan clearly indicates the area earmarked for a hotel which could be located north of Erf 1 as indicated on the shoreline precinct (figure 85 of the SSP). The area where erven 1 to 18 is located is identified as the existing low density residential area as indicated in figure 97 of the SSP.

The objectors also claim that Section 50 (1) (b) of the Local Authority Act (Act 23 of 1992) prohibits the Municipal Council of Swakopmund from subdividing any street or portion thereof with the aim of selling the same.

9. **Applicants Response**

The applicant states that although erven 1 to 18 Vineta are located on the western coast of Swakopmund and feature low density development, this does not necessarily prevent the use of the land for a hotel. The adjustment of such building densities could accommodate the land uses that are in line with modern needs. These include accommodation establishments such as a licensed hotel. The zone residential as stipulated in the Swakopmund Zoning Scheme allows for consent to operate a guesthouse and the applicant has two abutting properties which could result in a total of 14 suites and is comparable to the proposed development of the upmarket hotel. The proposal is to develop a 5-star upmarket boutique hotel serving exclusive clientele therefore the aim is to increase the quality, privacy, and tranquillity of the area. The applicant further states that the concern of the objectors on the property value as well as safety, will not be decreased by the proposed hotel because the development of a hotel will increase surveillance and provide security services. Furthermore, the boutique hotel will increase the desirability of the area thereby raising the property values.

Additionally, a note should be taken that the neighborhood is characterized by several guesthouses and holiday accommodations, that have led to multiple requests to increase the density of the area, the proposed hotel will have a similar architectural feel in terms of building volume and height which will blend into the character of the existing neighborhood. In terms of the Swakopmund Structure Plan, the maximum height for buildings in the area is 9m which would mean the same for the proposed development. Furthermore, the design and scale of the proposed development will retain a residential character and style and maintain the harmony of the area. In addition, parking will be provided as regulated.

The Structure Plan emphasizes a harmonious integration of a hotel or mixed-use buildings along the coastline. Which could be an opportunity for the objectors to explore. It is important to note that the noise concern is addressed as the Swakopmund Municipality has a Noise and Nuisance

Policy and Regulations that are set to regulate the tranquillity sought after. Access to the beach will not be hindered as the proposed portion of land is right in front of the applicant's two properties and the gap created by the development will be managed carefully to minimize any visual impact through sensitive and responsible architecture. It is also important to note that the existing sewer line will have to be re-routed and will be in accordance with the standards of Council. In addition, it was indicated by the Manager of Sewer and Water that the existing sewer line is mainly a residential connection that can be re-routed.

The applicant indicated that the sale of the land has been officially approved by the Minister of Urban and Rural Development and as per the Swakopmund Structure Plan (figure 86) the proposed portion to be sold is identified for tourism accommodation or mixed-use developments. Urban development is dynamic and needs to respond to the need and the demand for sustainable development, hence the proposed development. Regarding the creation of the garden including the benches, a note should be taken that the proposed development will not infringe upon movement in front of Erven 5 to 18 because it generally takes place in a north-to-south direction rather than in an east-to-west direction. The benches indicated do not fall within the area affected by the applicant therefore the garden can still be utilized for its intended purpose. Note should be taken that the garden in front of Erven 9 and 10 Vineta is not accommodating pedestrian movement and as such contrary to the argument of the objectors. The proposed boutique hotel development will enhance the upkeep of the garden as it will be in their best interest to keep the aesthetic appeal. However, it is important to note that the plans within the garden largely obstruct free pedestrian movement and the current pathways are not well maintained and are hidden behind the landscape area and as such are seldomly used by the public.

The applicant argues that given the ever-changing dynamic of economic and social needs, cities need to consider the long-term need for urban transformations such as the development of resilient neighborhoods as set out by the Swakopmund Structure Plan 2020-2040. The objections to the proposal is focused on protecting the interest of some individuals rather than considering the good and public interest that this development as supported by the Structure Plan will bring. In addition, the applicant equally has the right to utilize their property to its full potential if it is within the regulations of the Council. Council has approved applications for several guesthouse operations within the neighborhood as well as the Wurstbude restaurant and opposing the upscale boutique hotel will raise concerns about depriving the applicant to make use of their rights.

The applicant argues that the Council may temporarily or permanently close any street or any portion of a street for any class of traffic for any purposes as stipulated in Section 50(1)(ii) of the Local Authority Act, 1992 (Act No 23 of 1992). The applicant further states that Clause 3.2(iii) of the Swakopmund Zoning Scheme permits the subdivision and closure of street or public open spaces vested in or owned by the Council in terms of Clause 3.1 of the said scheme. Therefore, the objector's opinion on the prevention of the subdivision of any street or portion thereof is misleading.

10. Evaluation

The objector's argument on the decrease in property values because of the boutique hotel cannot be supported because commonly, luxury hotels have a profound influence on the environment and society. These hotels are increasingly embracing social responsibility and sustainability practices to enhance their reputation, attract socially conscious guests, and differentiate themselves from competitors, this results in designs that are aesthetically pleasing and embracing architectural designs that are calming in nature to increase a tranquil, relaxed, and private lifestyle. Therefore, the impacts of such buildings usually increase the property values of surrounding properties.

It has been identified that there are some services on the said proposed portion of land, however, all re-routing or need to increase the supply of the services for the proposed development cannot hinder the approval of the proposal because all services needed will be at the cost of the developer or applicant. All parking requirements will be provided onsite, as prescribed by the Swakopmund Zoning Scheme. In terms of traffic, note should be taken that First Avenue is a double-lane street that can accommodate heavy traffic flows. The area already draws traffic because it is a connectivity route. As indicated on the proposed subdivision layout, access to the beach is not going to be affected because the subject portion is in front of the two erven 9 and 10 Vineta, and to the right (north) of the Erf 9 Vineta, there is an opening that leads to the beach, therefore, access to the beach will be maintained.

Note should be taken that sea view is not a right but rather a privilege. The same privilege that should be extended to the applicant. Furthermore, the owners of Erf 9 and 10 Vineta do have the right to develop their property to its full potential if it is within the regulations of Council.

It is acknowledged that there is a garden west of the properties towards the beach area. Note should also be taken that the portion of land that is being subdivided falls within the Vineta Township as part of its street network and not in the beach area. The portion is designated as a closed street, which has not been utilized as a street sometimes, and as a result garden encroached onto it. The garden encroachment does not mean the portion automatically assumes beach area or public open space zoning which should be subject to the Swakopmund Property Policy provisions. Additionally, the objector's argument that there have been similar proposals in the past that Council has rejected, even if that is the case or not, should be deemed invalid because each proposal is unique in nature and is evaluated based on its own merits.

Planning in its entirety is a phenomenon that is characterized by change, it is not rigid in nature and should adapt to the changing dynamic of the environment. Prior to the promulgating of the Swakopmund Structure Plan 2020-2040, there were no plans to implement mixed-use developments along the beach area, however, as indicated in Figure 86 of the Swakopmund Structure Plan 2020-2040, the closed street including the subject portion has potential for extension of either beach area or adjacent erven subject to change to any suitable land use including tourism accommodation or mixed uses.

Furthermore, the objector has indicated that figure 85 of the Swakopmund Structure Plan 2020-2040 has earmarked areas along the beach for activity nodes such as the proposal, however, they have not acknowledged that

figure 86 has proposed a similar initiative for the road reserve in question. In addition, it is important to note that, the identified proposed developments in certain areas do not necessarily mean that natural growth needs cannot be accommodated along the beach area.

Therefore, the proposed development of a boutique hotel conforms with the area and its desired land use types as provided in terms of both the Swakopmund zoning Scheme and the Swakopmund Structure Plan 2020 - 2040.

Note should also be taken that First Avenue plays an integral role in the creation of a corridor. It is well within the provisions of the Swakopmund Structure Plan 2020-2040, and it is closely located to the proposed coastal activity node. The proposal is therefore compatible with the surrounding uses and would contribute to boosting the economy of the town as well as that of the country.

The objectors have also argued that Section 50 (1) (b) of the Local Authority Act (Act 23 of 1992) prohibits the Municipal Council of Swakopmund from subdividing any street or portion thereof with the aim of selling the same, this is not accurate because the Act stipulates that Council may temporarily or permanently close any street or any portion of a street for any class of traffic for any purposes. Hence, the Council Resolution to sell a portion of the street for the proposal.

Note should be taken that the proposed Portion A will assume the same zoning as Erven 9 and 10, Vineta upon consolidation as it is stipulated in Clause 3.2 (iii) of the Swakopmund Zoning Scheme. Lastly, the Remainder of Portion 4 is property of the Municipality of Swakopmund, therefore, the applicant should be provided with a Power of Attorney to undertake the statutory processes on the portion.

11. **Title Deeds Conditions**

The current title deed conditions registered against the Remainder of Portion 4 (a Portion of Portion B) of the Swakopmund Town should be retained for the Remainder and the following conditions should be registered against the title deed of the newly created Consolidated Erf X, Vineta:

- (a) *The erf shall only be used or occupied for purposes which are in accordance with and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018),*
- (b) *The building value of the main building, including the outbuildings, to be erected on the erf, must be at least four times the prevailing valuation of the erf.*

12. **Conclusion**

The proposed subdivision of the Remainder of Portion 4 (a Portion of Portion B) Swakopmund Town and Townlands No. 41 into Portion A and remainder, permanent closure of Portion A of Portion 4 as a street, consolidation of Erven 9 and 10 Vineta, Swakopmund with Portion A of Portion 4 into Consolidated Erf X and the rezoning of Consolidated Erf X Vineta, Swakopmund from "single residential" with a density of 1:600m² to "general business" with a bulk of 1.2 is in line with the Swakopmund Zoning Scheme, the Swakopmund Structure Plan 2020-2040 as well as the Swakopmund Property Policy and should therefore be supported.

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

RECOMMENDED:

- (a) That the subdivision of the Remainder of Portion 4 (a Portion of Portion B) of the Swakopmund Town and Townlands No. 41 into Portion A and the remainder be approved.
- (b) That the permanent closure of Portion A of the Remainder of Portion 4 (a Portion of Portion B) Swakopmund Town and Townlands No. 41 as a street be approved.
- (c) That the consolidation of Portion A with Erven 9 and 10 Vineta into Consolidated Erf X be approved.
- (d) That the rezoning of Consolidated Erf X Vineta, Swakopmund from "Single Residential" with a density of 1:600m² to "General Business" with a bulk of 1.2 be approved, subject to the conditions of the Council Resolution Number C/M 2024/01/25-V9, V10 under Item number 11.1.24.
- (e) That the applicant provides proof that the subdivision, consolidation, and the rezoning of Consolidated Erf X Vineta, Swakopmund has been approved by the Minister and promulgated before any submission of building plans inclusive of relaxation of building lines and aesthetics approval to the Engineering and Planning Services Department for approval.
- (f) That the rezoning of Consolidated Erf X Vineta, Swakopmund from "Single Residential" with a density of 1:600m² to "General Business" with a bulk of 1.2 be subject to a compensation fee calculated according to the Betterment Fee Policy of 2009 and be paid by the applicant.
- (g) That no building plans be approved until proof of payment of the compensation fee for the newly created portion and the rezoning has been received by Council.
- (h) That all additional infrastructure and the re-routing of services required because of the proposed development be for the account of the applicant or the owner and in accordance with the specifications and satisfaction of the General Manager: Engineering and Planning Services.
- (i) That an environmental impact assessment for the closure of the street is conducted.
- (j) The current title deed conditions registered against the Remainder of Portion 4 (a Portion of Portion B) of the Swakopmund Town and Townlands No. 41 be retained for the Remainder, and the following conditions be registered against the title deed of the newly created Consolidated Erf X, Vineta:
 - (a) *The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).*

- (b) The building value of the main building, including the outbuildings, to be erected on the erf, must be at least four times the prevailing valuation of the erf.**
- (k) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve; shall be tolerated.**
- (l) That the applicant be provided with a Power of Attorney by the Municipality of Swakopmund to undertake the statutory processes on Remainder of Portion 4 (a Portion of Portion B) of the Swakopmund Town and Townlands No. 41.**
- (m) That the objectors be informed of this decision and their rights that they may appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-one (21) days from the date of the decision in accordance with Regulations 18 of the Urban and Regional Planning Act.**
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ANNEXURE A – APPLICATION FORM



Stubenrauch
Planning Consultants
Reg No. 95/00909



TOWN AND REGIONAL PLANNERS

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Our Ref: W/23009

20 May 2024

Enquiries: G. Stubenrauch/ T. Shikongo

The Chief Executive Officer
 Municipality of Swakopmund
 PO Box 53
 Swakopmund

Dear Mr. A. Benjamin**ERVEN 9 AND 10, VINETA SWAKOPMUND**

- A. SUBDIVISION OF THE REMAINDER OF PORTION 4 (A PORTION OF PORTION B) SWAKOPMUND TOWN & TOWNLANDS NO.41 INTO PORTION A/PTN 4 AND REMAINDER;**
- B. PERMANENT CLOSURE OF PORTION A/PTN 4 OF THE SWAKOPMUND TOWN AND TOWNLANDS NO. 41 AS A STREET;**
- C. CONSOLIDATION OF ERVEN 9, 10 & A/PTN 4 VINETA, SWAKOPMUND INTO CONSOLIDATED ERF X;**
- D. REZONING OF CONSOLIDATED ERF X, VINETA, SWAKOPMUND FROM "SINGLE RESIDENTIAL" TO GENERAL BUSINESS" WITH A BULK OF 1.2.**

1. INTRODUCTION

Stubenrauch Planning Consultants cc has been appointed by Lumeris Investments Seventeen cc, the registered owner of the Erven 9 and 10 Vineta, Swakopmund to obtain a formal Council Resolution and to apply on their behalf to the Urban and Regional Planning Board (URPB) for the following:

- A. Subdivision of the Remainder of Portion 4 (A Portion of Portion B) Swakopmund Town & Townlands No.41 Into Portion A/Ptn 4 and Remainder;**

- B. Permanent Closure of Portion A/Ptn 4 of The Swakopmund Town and Townlands No. 41 as a Street;
- C. Consolidation of Erven 9, 10 & A/Ptn 4 Vineta, Swakopmund into Consolidated Erf X;
- D. Rezoning of Consolidated Erf X, Vineta, Swakopmund From "Single Residential" to "General Business" with a bulk of 1.2.

The purpose of this application is to obtain a formal approval from the Municipal Council of Swakopmund whereafter, a formal submission for the approval of the application can be made to the Urban and Regional Planning Board as required by the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).

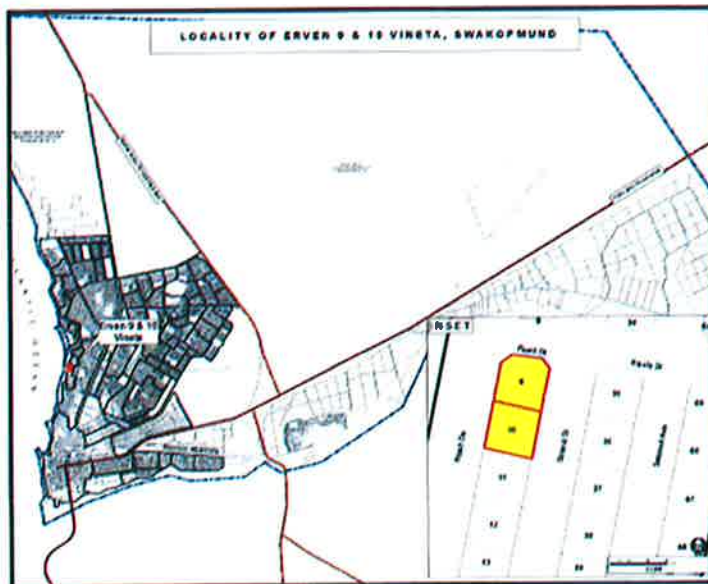
It should be noted that the formal Council Resolution for the subject subdivision, permanent closure and rezoning can only be taken once the public notification and consultation as outline under Section 7 (F) of this application has been completed.

2. SITE INFORMATION

(a) Locality and Size

As depicted in the locality map (W23009-1) attached, and Figure 1 below, Erven 9 and 10, are located along the beach, in the neighbourhood of Vineta, Swakopmund.

Figure 1: Locality map of Erven 9 and 10 Vineta, Swakopmund



Erven 9 and 10 Vineta and the proposed Portion A/Ptn 4 Vineta, Swakopmund measure as outlined in Table 1 below.

Table 1: Sizes of Erven 9 and 10 Vineta and proposed Portion A/Ptn 4 Vineta, Swakopmund

Erf Number	Size (m ²)
Erf 9, Vineta	645
Erf 10, Vineta	635
Proposed A/Ptn 4 Vineta	1483

(b) Ownership and zoning

The ownership and zoning of Erven 9 and 10 Vineta and Portion A/Ptn 4 Vineta, Swakopmund are outlined in Table 2 below.

Table 2: Ownership and Zoning of Erven 9 and 10 Vineta and Portion A/Ptn 4 Vineta, Swakopmund

Erf Number	Ownership	Title Deed Number	Zoning
Erf 9, Vineta	Lumeris Investments Seventeen CC	T 3717/2017	Single Residential
Erf 10, Vineta	Lumeris Investments Seventeen CC	T 2573/2017	Single Residential
Remainder of Portion 4 (a portion of Portion B) Swakopmund Town and Townlands No 41	Swakopmund Municipality	T697/1953	Street

According to the Certificate of Registered Title T697/1953 attached and Table 2 above, ownership of the Remainder of Portion 4 (a portion of Portion B) of Swakopmund Town and Townlands No. 41 vests with the Swakopmund Municipality.

However, SPC on behalf of our client applied to the Municipality of Swakopmund for the Purchase of a Portion of the Remainder of Portion 4 (a portion of Portion B) of Swakopmund Town and Townlands. This purchase application was approved by the Municipality of Swakopmund in a letter dated 14 March 2024 (attached).

Seeing that the transfer process of the purchased portion has not commenced, ownership of the purchased portion remains legally vested with the Municipal Council of Swakopmund, until it is

transferred to the new owner. As such our office requests the authorised personnel of the Swakopmund Municipality to provide a signed Power of Attorney (POA), authorizing SPC to undertake the necessary statutory processes involving Remainder of Portion 4 (A Portion of Portion B) Swakopmund Town & Townlands No.41. This POA will enable our office to submit the subject application to the Urban and Regional Planning Board for approval.

(c) Status quo and Topography

Erf 9 Vineta Swakopmund, which is to be rezoned and consolidated, accommodates a dwelling unit whereas Erf 10, Vineta is currently vacant with a few trees and shrubs on site. Additionally, the Remainder of Portion 4 (a portion of Portion B) of Swakopmund Town and Townlands No. 41 (street) that was purchased by our client for the purpose of consolidation with Erven 9 and 10, Vineta Swakopmund is also vacant and a few shrubs are seen on site.

It is our client’s intention to construct an upmarket 5-star Boutique Hotel with approximately 15 suites to be developed on proposed “Consolidated Erf X”.

According to the Namibia Tourism Board Act, No. 21 of 2000, in order for an accommodation establishment to be classified as a hotel, it should have at least 20 bedrooms. Although the proposed Boutique hotel will only accommodate approximately 15 suites, the size of the proposed “Consolidated Erf X” has the capacity to accommodate more than 20 bedrooms. As such, this leaves room for expansion of the proposed Boutique Hotel in the future.

Figure 2: Aerial Photo Clip of Erven 9 and 10, Vineta, Swakopmund



(d) Conditions or Servitudes

There are no conditions or servitudes registered against Erven 9 and 10 Vineta as well as the Remainder of Portion 4 (a portion of Portion B) Swakopmund Town and Townlands No. 41 that could possibly hinder the subject application.

3. PROPOSED DEVELOPMENT**3.1. Development Proposal**

In the vibrant coastal town of Swakopmund, where the golden sands meet the azure waters of the Atlantic Ocean, there lies an opportunity to shape the skyline and enhance the appeal of the scenic destination. This motivation seeks to outline the imperative reasons behind the request for the subdivision, permanent closure, consolidation and rezoning in order to develop the proposed upmarket 5-star boutique hotel.

It is the intention of our client to develop a 5-star exclusive Beach Lodge/Luxury Boutique Hotel with approximately 15 Suites. The proposed Boutique hotel will be developed on the proposed "Consolidated Erf X".

The proposed development aligns seamlessly with the the Swakopmund Structure Plan 2020-2040, as approved by the Ministry of Urban and Rural Development (MURD) and as gazetted in the Government Gazette No. 7869 on 01 August 2022, vide Figure 86 (pg. 101), specifically with the Shoreline Precinct, which emphasizes the harmonious integration of a hotel or mixed-use buildings along the coastal line. As such, the envisioned Boutique Hotel not only adheres to the strategic vision of Swakopmund but also enhances Swakopmund's aesthetics and tourism potential. A copy of the map is attached for easy reference.

Additionally, within the Coastline Precinct, the erven are earmarked for public open space offering a unique opportunity for the boutique hotel to provide a stunning ocean view while contributing to the overall landscape of Swakopmund.

Moreover, Section 6.8.4 of the Swakopmund Structure Plan states that *"Coastal towns, especially coastal holiday resorts, have the responsibility to develop the town in such manner that public access to the beach is maximized while activity nodes are put in place which provide public facilities such as restaurants, bars and smaller line shops as well as public amenities at regular intervals along the beach while the areas in between are to be reserved as public beaches"*.

In line with Section 6.4.8 of the SSP, this development will maintain and enhance public access to the beach and develop a boutique restaurant which spills onto a terrace from where the sea view can be enjoyed by the locals and patrons of the restaurant.

The proposed boutique hotel will use passive solar design principles and incorporate natural light as a major architectural feature. Ideal sunlight penetration will be made possible by the well positioned windows which will face in a northerly direction, and which will offer a stunning view of the ocean. This will reduce the need for artificial lighting sources. This sustainable approach not only reduces energy consumption but also creates a warm and inviting environment within the hotel spaces.

Town Planning principles have shifted towards a new paradigm, emphasizing densification over sprawling developments. The principles of New Urbanism advocates for compact, mixed-use spaces that foster sustainable communities. Building up, rather than sprawling horizontally, aligns with these principles, promoting efficient land use, reduced environmental impact, and increased urban connectivity. It is within this context that this application proposes a bulk of 1.2 to elevate the proposed boutique Hotel.

The requested bulk of 1.2 will enable the owner to construct upwards and this request is also supported by the intention to provide sufficient parking. Efficiently utilizing the available space for parking and minimizing the footprint of the development will ensure a seamless integration of functional spaces while adhering to the principles of sustainable urban development.

It should be noted that according to Clause 3, subclause 3.2 (b)(ii) of the Swakopmund Amendment Scheme No. 12, it states that: *“Where any piece of land which was previously a street or a public place vested in or owned by the Council is closed and transferred to an abutting owner, such piece of land shall be deemed to fall into the same use zone and sub-zone as those into which the abutting land owned by such owner falls.”* Therefore, it is important to note that the proposed Portion A of Remainder of Portion 4 (a portion of Portion B) of the Swakopmund Town and Townlands No. 41 will not be rezoned to “Single Residential” for consolidation purposes, as the subject project is deemed to fall into the same use zone of Erven 9 and 10, Vineta.

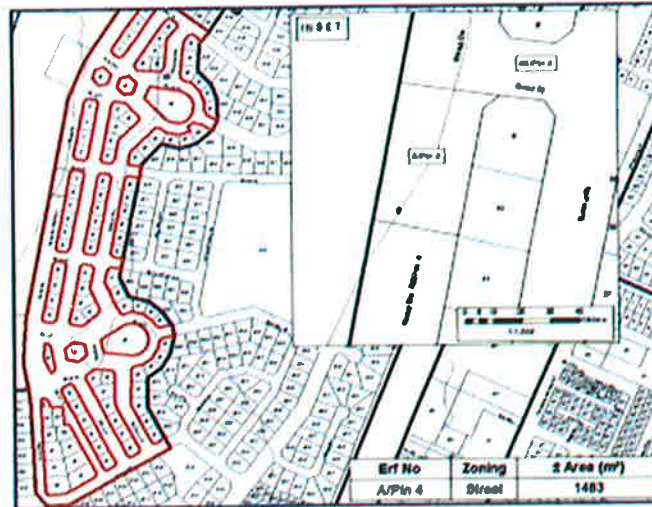
3.2. The Planning Process

To enable the construction of the proposed upmarket 5-star Boutique Hotel, approval for the following Town Planning procedures need to be obtained for from the Municipal Council of Swakopmund and from the Urban and Regional Planning Board:

3.2.1. Subdivision of the Remainder of Portion 4 (a Portion of Portion B) of Swakopmund Town and Townlands No. 41 into Portion A and the Remainder.

The Remainder of Portion 4 (a portion of Portion B) of Swakopmund Town and Townlands No. 41 is to be subdivided into Portion A and the Remainder as depicted in **Figure 3** below and SPC map **W/23009 – 3** attached. The newly created Erf will be consolidated with Erven 9 and 10, Vineta. The consolidation is clearly outlined under Section 3.2.3 of this application.

Figure 3: Subdivision map of the Remainder of Portion 4 (a portion of Portion B) of Swakopmund Town and Townlands No. 41



3.2.2. Permanent Closure of Portion A of the Remainder of Portion 4 (a portion of Portion B) of Swakopmund Town and Townlands No. 41 as a “Street”.

In order for the proposed Portion A/Ptn of Swakopmund Town and Townlands No. 41 to be consolidated with Erven 9 and 10, Vineta, Swakopmund, it must be permanently closed. The permanent closure is clearly outlined below.

The permanent closure of proposed Erf A of the Remainder of Portion 4 (a portion of Portion B) of Swakopmund Town and Townlands No. 41 as a “Street” is to be carried out in terms of Section 50 (3)(a)(ii) and Section 50(3)(a)(iv) of the Local Authorities Act of 1992 (Act 23 of 1992).

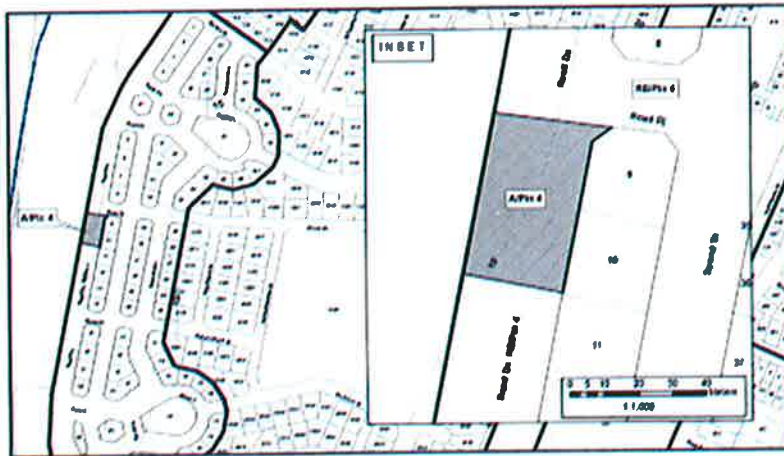
In line with the Local Authorities Act, 1992 the following will be undertaken:

- An advertisement to be placed in two local newspapers circulating Swakopmund;
- An advertisement to be placed in the Government Gazette;

- Letters to be sent out to the surrounding property owners via registered mail, informing them of the intent to permanently close and requesting their comments thereon;
- A notice to be placed on-site as well as on the notice board of the Municipal Council of Swakopmund, giving public notification of the intent to permanently close and requesting the public's comments thereon.

As per the stipulations of the Environmental Management Act (Act No. 7 of 2007) an Environmental Impact Assessment (EIA) must be undertaken, to obtain environmental clearance for the proposed "Street" closure. SPC is in the process of conducting an Environmental Impact Assessment for the street closure.

Figure 4: Permanent Closure of Portion A/Ptn 4 of Swakopmund Town and Townlands No. 41



3.2.3. Consolidation of Portion A of the Remainder of Portion 4 (a portion of Portion B) of Swakopmund Town and Townlands No. 14 with Erven 9 and 10 Vineta, Swakopmund into Consolidated "Erf X".

Proposed Portion A of the Remainder of Portion (a portion of Portion B) of the Swakopmund Town and Townlands No. 41 is to be consolidated with Erven 9 and 10, Vineta Swakopmund, in order for the proposed boutique hotel to be constructed.

The Consolidation is to be carried out as indicated in **Table 3** below.

Table 3: Consolidation Table of Portion A of the Remainder of Portion 4 (a portion of Portion B) of Swakopmund Town and Townlands No. 41 with Erven 9 and 10 Vineta, Swakopmund

Erf No	Current Zoning	Proposed Zoning	± Area (m ²)
Proposed Ptn A/Ptn 4	Street		1483
9	Single Residential		645
10	Single Residential		635
Consolidated Erf X		General Business	2763

3.2.4. Rezoning of Consolidated Erf X, Vineta Swakopmund from “Single Residential” to “General Business” with a bulk of 1.2

In order to enable our client to construct the proposed hotel, newly created “ Consolidated Erf X”, Vineta Swakopmund must be rezoned from “Single Residential” to “General Business” with a bulk of 1.2.

Table 4: Extract of Land Uses from Table B of the Swakopmund Amendment Scheme No. 12

(1)	(2)	(3)	(4)
ZONE	MAP REFERENCE	PURPOSE FOR WHICH LAND MAY BE USED	PURPOSE FOR WHICH LAND MAY BE USED AND BUILDINGS MAY BE ERECTED AND USED WITH SPECIAL CONSENT OF COUNCIL ONLY
D	Blue fill	Shops, Office Buildings, Parking Garages, Licensed Hotels, Blocks of Flats, Residential Buildings	Service Stations, Service Industry, Launderettes, Dry-cleanettes, Place of Assembly, Place of Amusement, Institutional Buildings, Drive-in Cafés, Funeral Parlours and Chapels, Warehouses, Liquor Stores, Bed and Breakfast, Pensions

According to the Swakopmund Amendment Scheme No. 12 “Licensed Hotel means a building designed and or used for the business of providing accommodation and meals for the reward as defined in and which complies, with the provisions of the Accommodation establishment and tourism Ordinance, 20 of 1973 (as amended) and the liquor Act, Act No. 6 of 1998, but excludes any off sales department”.

The proposed development fits within this definition accordingly.

The Swakopmund Zoning Scheme does not place any size restriction on erven zoned for "General Business" purposes, and as such the proposed rezoning is in line with the Swakopmund Zoning Scheme.

4. ENGINEERING SERVICES

a) Water and Sewer

Erven 9 and 10 Vineta, Swakopmund are fully connected the sewer and water reticulation system of the Swakopmund Municipality and will retain these connections.

Proposed Consolidated Erf X, Vineta Swakopmund will be connected to the municipal sewer and water reticulation system of the Swakopmund Municipality. Any additional connections or upgrade will be done in accordance with the Engineering Standards of the Swakopmund Municipality.

b) Electricity

Erven 9 and 10 Vineta, Swakopmund are connected the electrical grid of the Swakopmund Municipality and will retain these connections.

Proposed Consolidated Erf X, Vineta Swakopmund will be connected to the electrical grid of the Swakopmund Municipality. Any additional connections or upgrade will be done in accordance with the Engineering Standards of the Swakopmund Municipality.

c) Storm water

The storm water on "Consolidated Erf X" follows the natural drainage paths on site. Further measure necessary to manage the storm water within the area are to be employed in accordance with the Municipality of Swakopmund's storm water drainage system.

d) Roads

Acknowledging the potential increase in traffic due to the development of the upmarket 5-star Boutique Hotel, mitigations will be taken to address these concerns. Firstly, parking to the proposed development will be provided in accordance with the Parking requirements of the Municipality of Swakopmund. Furthermore, the SSP, according to the Coastal Precinct has reserved parking areas in the Vineta. These areas are in close proximity to "Consolidated Erf X". As such, patrons of this development will be able to utilize these reserved areas for parking and in turn, mitigate the traffic.

5. ACCESS

Access to the newly created Consolidate Erf X will be obtained from 1st Avenue as clearly outlined in the letter dated 14 March 2024 (attached).

Parking to the proposed development will be provided in accordance with parking requirements of the Swakopmund Zoning Scheme.

6. ENVIRONMENTAL IMPACT

Kindly note that the proposed development application has been listed as one of the activities that require environmental clearance in accordance with the Environmental Management Act 2007 (Act 7 of 2007).

As such, SPC is in the process of conducting an Environment Impact Assessment in order to obtain an Environmental Clearance Certificate for the subject application.

7. COMPLIANCE WITH THE URBAN AND REGIONAL PLANNING ACT OF 2018 (ACT NO. 5 OF 2018)

Section 65 of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) deals with the matters to be taken into account by the functionary authorised as contemplated in Section 56 and Section 88 when considering the subject application.

The subject application complies with the following relevant considerations:

(a) Impact on the environment

The proposed Town Planning procedures are expected to cause no undesirable impacts to the natural and urban environment of Vineta, Swakopmund.

Urban Environment

From an aesthetic standpoint, the envisioned upmarket Boutique Hotel will not disturb the skyline as emphasis is set to architectural coherence and design integrity that will not block the neighborhood's view. It should furthermore be noted that the building design and height will be sensitive to the surrounding properties. The proposed development will also take into account the existing facilities and will seek to improve them.

The addition of aesthetically pleasing elements, such as landscaped green spaces and architectural enhancements, will not only elevate the visual appeal of the hotel but also positively contribute to the overall streets.

The proposed development will ensure a thoughtful integration into the urban fabric, with a focus on aesthetics, shade provision, and the enhancement of existing facilities.

Natural Environment

The proposed development of the boutique hotel is accompanied by a thoughtful approach that encourages a positive impact to the natural environment.

It's important to note that a number of trees will be selectively removed with a commitment to preserving the overall greenery. Our client is dedicated to implementing a replanting initiative post-construction, ensuring the replacement of removed trees with a variety of native species. This not only mitigates the immediate impact but contributes to the long-term biodiversity and aesthetics of the property.

The proposed development prioritizes the preservation of the stormwater drainage pattern. As per the environmental commitment, the construction will be executed with a keen awareness of natural drainage dynamics, ensuring that the flow of stormwater remains uninterrupted. This not only safeguards the property against potential water-related issues but also contributes to maintaining the cleanliness of the Vineta neighbourhood.

It should be noted that some the trees on site are indigenous but not endangered species.

(b) Socio-economic impact

Through meticulous planning and its strategic positioning, the development will catalyze economic growth within Swakopmund and its surrounding area. By creating employment opportunities and stimulating local businesses, the boutique hotel not only becomes a symbol of elegance, but also a catalyst for prosperity.

Moreover, the boutique hotel will serve as a magnet for tourists, offering a sanctuary of indulgence amid the natural wonders of Swakopmund. Within its prime, location along the beach, guests will be treated to breathtaking ocean views and unparalleled access to the pristine shoreline. This in turn enriches the tourism industry, fostering sustainable growth and showcasing Swakopmund's innate charm to the world.

This development will widen the choice of accommodation within Swakopmund and in turn, stimulate the local economy and enhance the overall well-being of the community. The establishment of a hotel can contribute to the growth of the tourism sector, attracting visitors and increasing revenue for local businesses.

The boutique hotel would generate revenue for the Municipal Council of Swakopmund through rates and taxes on the property. These additional funds could be used for community development projects such as parks and public transit systems.

Thus, it is put forward that the intended development will not have any negative socio-economic impacts but rather positively contributes to the development of Swakopmund.

(c) Impact on cultural heritage

Erven 9 and 10 Vineta, Swakopmund and the Remainder of Portion 4 (a portion of B) of Swakopmund Town and Townlands No. 41 are not located in any known Heritage protection zone of Swakopmund. As such, no undesirable impacts to the heritage resources of the area are anticipated to emerge from the proposed development.

A hotel near the ocean can promote local culture and heritage by showcasing local traditions and customs, offering local cuisine and organizing cultural events and exhibitions. This can help to preserve local culture and identity and support local artisans and craftspeople.

(d) Impact on surrounding area

Through the development of the Boutique Hotel, the surrounding environment can be enhanced with modern architectural designs and landscaping that complements the beauty of Swakopmund, creating a safer, more secure environment for everyone.

A well-designed and managed boutique hotel will attract environmentally conscious travelers who appreciate unique experiences. This influx of people will generate revenue that can be reinvested into community development projects. Furthermore, a beautifully designed hotel can enhance the overall aesthetics of the beachfront, potentially increasing surrounding property values.

The presence of a well-maintained and responsibly managed hotel can deter illegal activities and vandalism in the area, improved lighting and security measures that will be implemented by the hotel will benefit not only the guests, but also the surrounding community.

The hotel development will also create increased public surveillance onto the beach area and 24-hour security of the area located between the beach and the hotel due to the activities associated with the operation of the hotel.

While concerns about increased traffic are valid, the traffic of the boutique hotel may result in a more staggered traffic pattern, with hotel guests arriving and departing at different times compared to the typical rush hour traffic associated with residential areas. A well-thought-out traffic management plan as mentioned above will be employed.

(e) Servitudes and encumbrances

There are no encumbrances registered against the subject portions that could possibly hinder the proposed application.

(f) Notification procedure

The Urban and Regional Planning Act No. 5 of 2018 as promulgated set out the regulations that govern the Urban and Regional Planning fraternity. These regulations under Section 107 require that on receipt of a complete application in terms of Section 105 of the Urban and Regional Planning Act, 2018, the Chief Executive Officer of the Local Authority or the authorised planning authority must request the applicant to give notice of the application in the prescribed manner to –

- a) Prescribed persons
- b) General Public

To comply with the Urban and Regional Planning Act and its Regulations of September 2020, we hereby request the Municipal Council of Swakopmund to instruct our office in writing to give notice of the application in the prescribed manner.

(g) Compliance with relevant legislation

The subject application complies with the regulations of the Urban and Regional Planning Act 5 of 2018, the Environmental Management Act 7 of 2007, the Swakopmund Structure Plan 2020 - 2040, Local Authorities Act 23 of 1992 as well as with the Swakopmund Zoning Scheme.

8. CONCLUSION

Stubenrauch Planning Consultants herewith request approval from the Municipality of Swakopmund for the following:

- A. Subdivision of the Remainder of Portion 4 (A Portion of Portion B) Swakopmund Town & Townlands No.41 into Portion A/Ptn 4 and Remainder;
- B. Permanent Closure of Portion A/Ptn 4 Of the Swakopmund Town and Townlands No. 41 as a Street;
- C. Consolidation of Erven 9, 10 & Ptn A/Ptn 4 Vineta, Swakopmund into Consolidated Erf X;
- D. Rezoning of Consolidated Erf X, Vineta, Swakopmund From “Single Residential” to General Business” with a bulk of 1.2.

Should Council be in agreement, please kindly provide our office with the following documentation:

- Council Resolution
- Formal Council Minutes, including the front and second page indicating who attended, extract dealing with the amendment of title conditions as well as the last page signed by both the Chief Executive Officer and the Mayor.
- Date stamped maps of the attached sets of Locality map, consolidation map and aerial Photo map.
- Recommendation Letter
- Power of Attorney Signed by the CEO

9. ANNEXURES

Attached in support of this application please find:

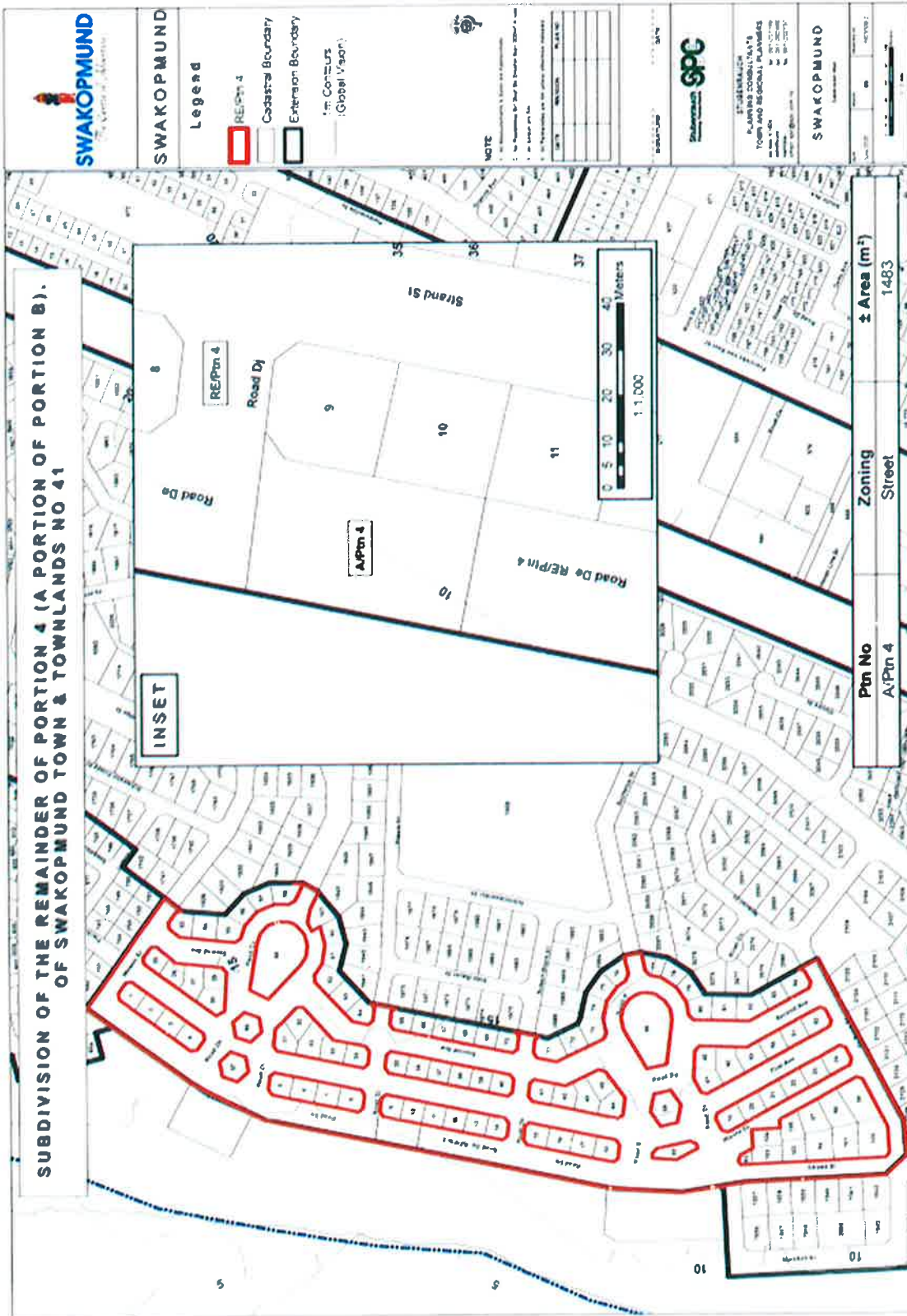
- Annexure A: Relevant Maps**
- Annexure B: Copy of the Diagrams**
- Annexure C: Copy of Title Deed**
- Annexure D: Example of Written Instruction to Notify**
- Annexure E: Power of Attorney**
- Annexure F: Example of Recommendation letter**
- Annexure G: Council Resolution for the Purchase Approval**
- Annexure H: Power of Attorney to be signed by CEO**
- Annexure I: Coastline and Shoreline Precinct**

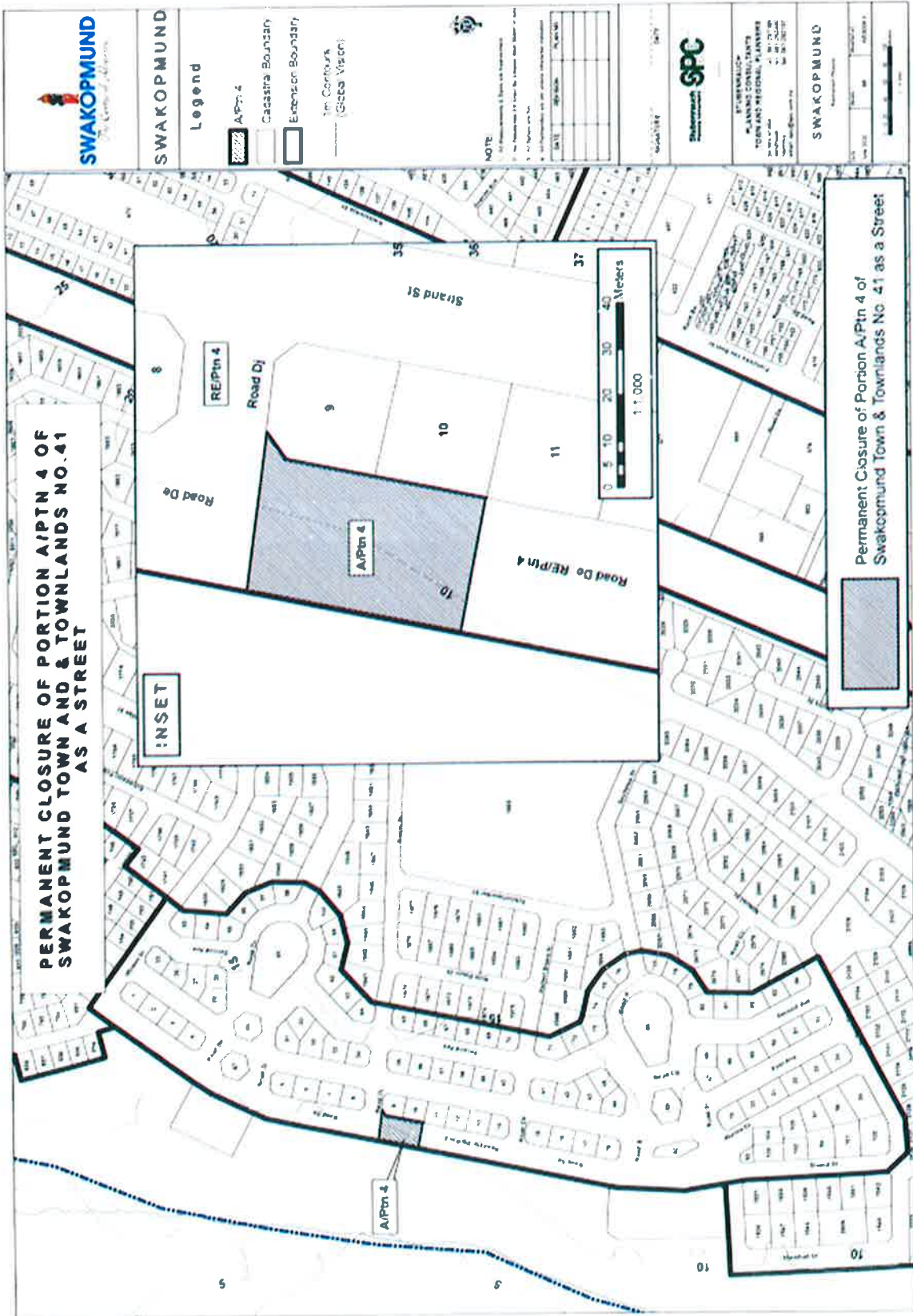
I trust that the Council will be in support of this proposal.

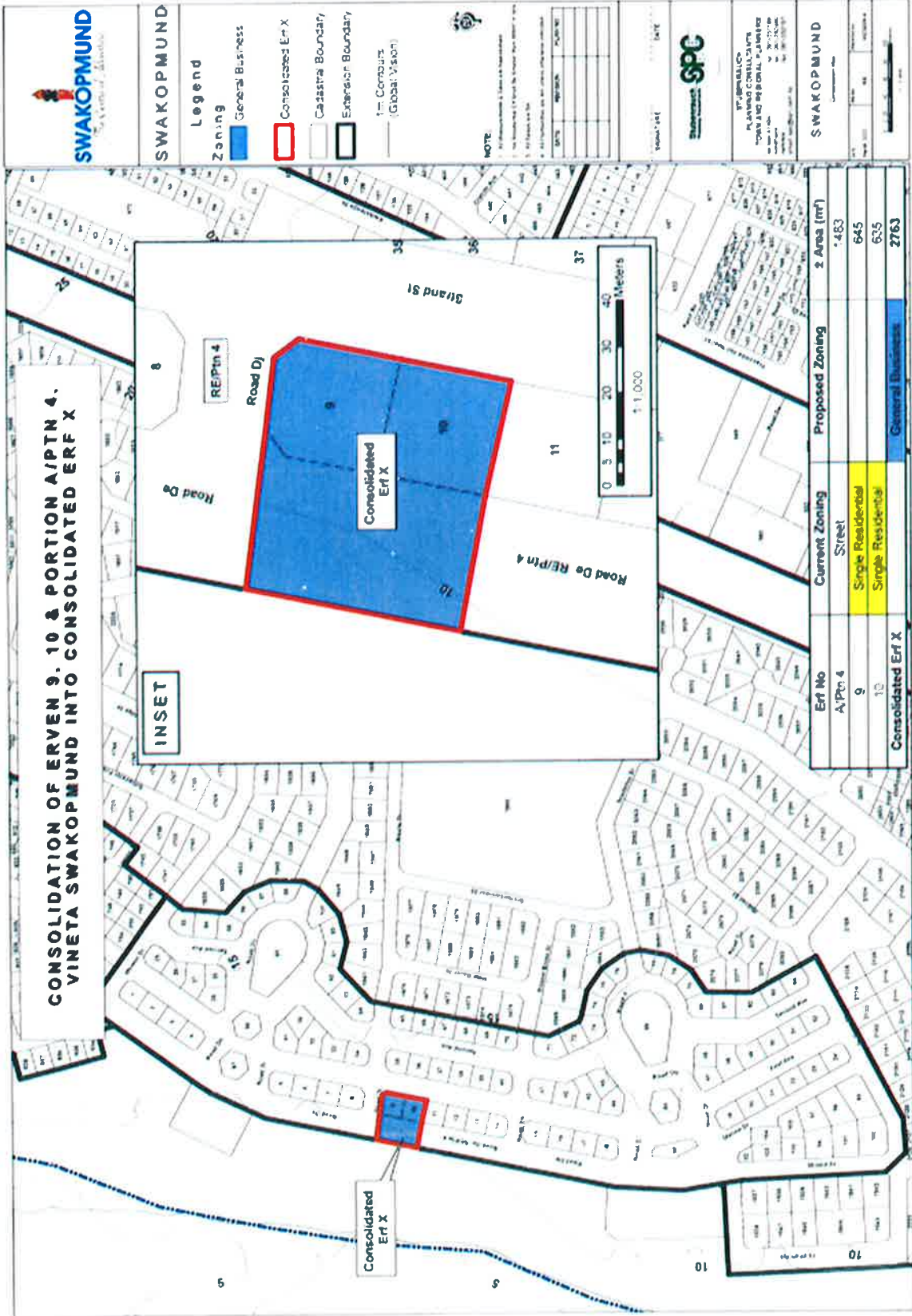
Yours faithfully



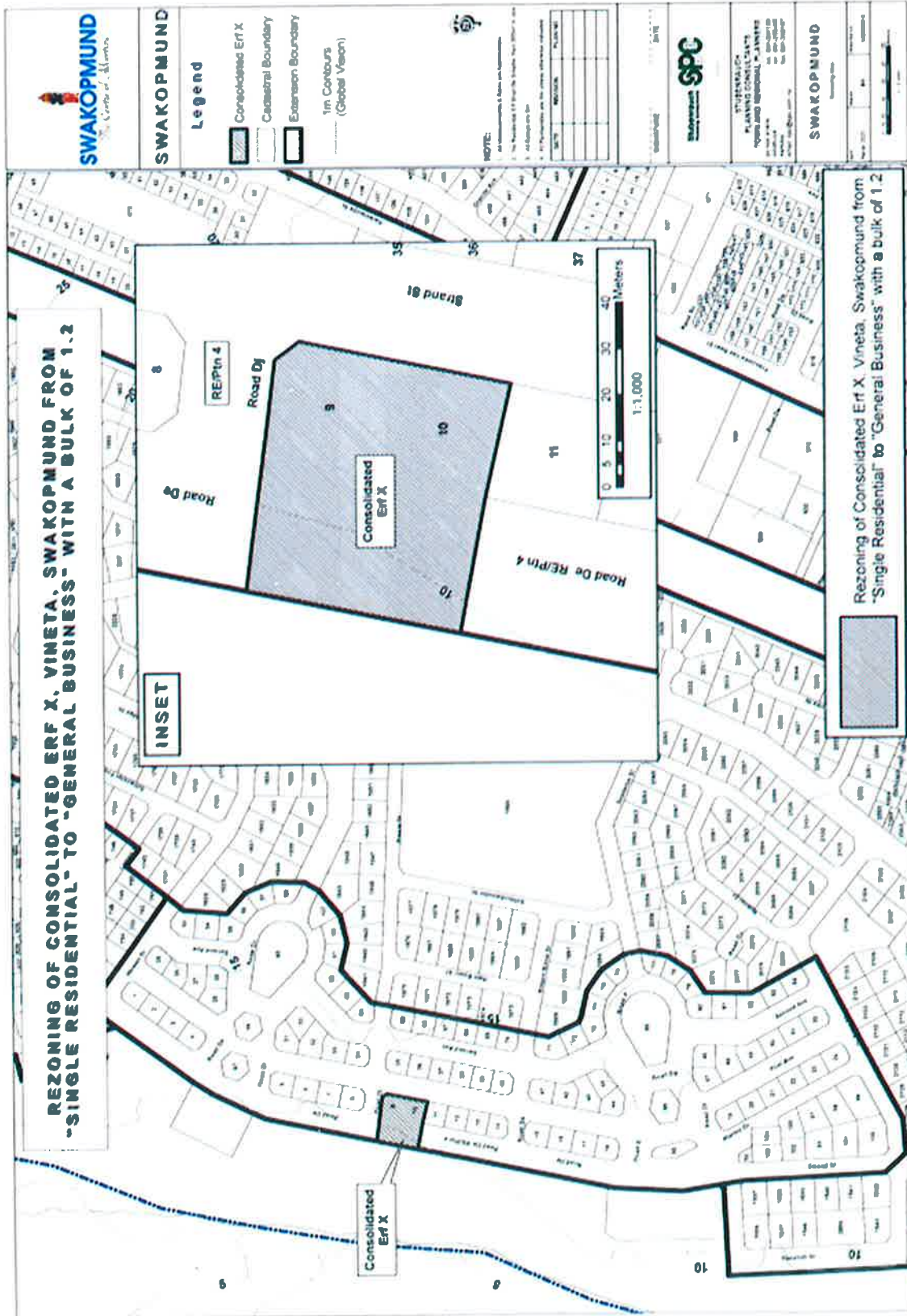
Günther Stubenrauch













of Swakopmund, its Successors in Title or assigns, is the registered owner of:-

CERTAIN Portion 4 (Vineta) a Ptn. of Ptn.B of Swakopmund Town and Townlands No. 41; Registration Division G;

SITUATE in the Municipality and District of Swakopmund;

HELD by the Council of the Municipality of Swakopmund by virtue of Government Grant No. 25/1935 dated 5th November 1935 and registered on the 18th November 1935;

MEASURING Eighteen (18) Hectares Five Thousand One Hundred and Twenty Eight (5128) Square Metres, according to diagram No.A. 2/53 hereunto annexed;

SUBJECT to the following conditions created in the said Government Grant No. 25/1935 dated 5th November 1935 and registered on the 18th November 1935, namely:

- FOR INFORMATION ONLY
- (a) The above land is granted solely for Municipal purposes and the Grantee shall not be entitled to dispose of by sale, lease or otherwise, of the whole or any portion of the land hereby granted, save with the consent of the Administrator first being had and obtained in writing which consent shall be subject to such conditions as the Administrator may deem fit;
 - (b) That the Administrator may at any time and in any such manner and under such conditions as he may think fit, resume for public purposes the whole or any portion of the land hereby granted, subject to the payment of such compensation as may be agreed upon or in default of such agreement as may be determined by arbitration; and
 - (c) That the land shall not be transferred, leased or in any other manner assigned or disposed of to any native, coloured person or Asiatic, and no native, coloured person or Asiatic other than the domestic servant of the owner or his tenant shall be permitted to reside thereon or in any other manner occupy the same or any part thereof.

And that by virtue of these presents, the said THE COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND its Successors in Title or assigns, now is and henceforth shall be entitled thereto conformably to local custom, Government, however, reserving its rights.

In witness whereof, I, the said Registrar, have subscribed to these presents and have caused the Seal of Office to be affixed thereto.

THUS DONE and executed at the Office of the Registrar of Deeds at Windhoek on this the 28th day of August in the year of Our Lord One Thousand Nine Hundred and Fifty Three (1953).

REGISTRAR OF DEEDS.

FOR INFORMATION ONLY

Registered in the Register of Divorces
Book I Folio 41. on the above

h. J. R.

Handwritten notes at top: "die woorde as regulerend..." and "ENDORSE"

- 4 -

Handwritten notes on right margin: "In te A. 11", "over close", "Via", "31", "De"

CERTIFICATE of Registered TITLE
SERTIFIKAAT van TITEL

No. T 2279/82 Issued in terms of
 uitgereik kragtens

Section 43 Act 47/87
 Artikel

in respect of 88 91 (Vb. opname)
 ten opsigte van 8.490 m²

Rechtsinhaber Registrant **M. MARAIS**

12-11-1982 REGISTRAR OF DEEDS,
 WINDHOEK.

II

CERTIFICATE of Registered TITLE
SERTIFIKAAT van TITEL

No. T 2281/82 Issued in terms of
 uitgereik kragtens

Section 43 Act 47/87
 Artikel

in respect of 88 nr. 93 (Vb. straat)
 ten opsigte van 1994 m²

Rechtsinhaber Registrant **M. MARAIS**

12-11-1982 REGISTRAR OF DEEDS,
 WINDHOEK.

III

ENDORSEMENT KRAGTENS ARTIKEL 5, WET 3/1979
ENDORSEMENT IN TERMS OF SECTION 5 ACT 3/1979

Kragtens artike 5 van Wet 3/1979 se voorwaarde/s **(C)**
 In terms of section 5 of Act 3/1979 condit ion/s

12-11-1982 **M. MARAIS**
 REGISTRAR OF DEEDS
 WINDHOEK

ENDORSEMENT I.T.V. AET. 183 Ord. 13/63

*In terme van art. 183 Ord. 13/63 is Algemene Plan
 Nr. A 1/1988 saarvelig gewysig.
 in Gedeelte van Marine Dike, is permanent gebou
 en omskep in art. 93 (Vb. straat) - Windhoek.*

12-11-1982

Datum

M. MARAIS
 Registrar of Deeds
 S.W.A.

**KAART
 DISKHA
 vir gebruik
 for office**

endorsement in terms of section 183 ORD. 13/1963
 In terms of section 183 ORD. 13/1963 General P/9N No.
 1.1/1953 is amended as follows: A ptn. of Vredereade
 Avenue (previously Louis Botha Street) is permanently
 closed and converted into Erf 106 (fm. Street)
 VINE TA.

10 JUL 2006
 DATE

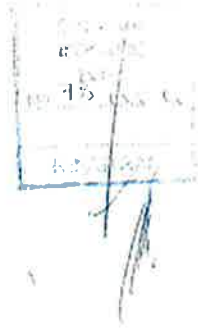
EISEB W.T.S
 Dep Registrar of DEEDS

Erf 106 = 197 m²

TRANSFERRED TO	<u>E. D. W. Fisher (mailed)</u>
No. <u>14752/06</u>	Remainder
<u>10 JUL 2006</u>	<u>Dep</u> Registrar

FOR INFORMATION ONLY
EISEB W.T.S

Prepared by me



CONVEYANCER
BEZUIDENHOUT C



DEED OF TRANSFER

3717 2017

BE IT HEREBY MADE KNOWN

THAT CLIFFORD BEZUIDENHOUT

appeared before me, Registrar of Deeds, Windhoek, he the said Appearer, being duly authorised thereto by a Power of Attorney granted to him by the Executrix in the -

FOR INFORMATION ONLY

ESTATE OF THE LATE ROLINE DIANA RYAN

dated the 31 day of MARCH 2017 and signed at WINDHOEK,

Handwritten signatures and initials, including a vertical line, a signature, and the initials 'itm' and 'fms'.

AND the said Appearer declared that his said Principal had truly and lawfully sold on 22 FEBRUARY 2017

AND that he in his capacity aforesaid did by these presents cede and transfer in full and free property to and on behalf of

LUMERIS INVESTMENTS SEVENTEEN CC

Registration Number CC/2016/14058

Its ~~Successor~~-in-title or Assigns,

CERTAIN ERF NO 9 VINETA

SITUATE IN THE MUNICIPALITY OF SWAKOPMUND
REGISTRATION DIVISION "G"
ERONGO REGION

EXTENT 645 (Six Four Five) SQUARE METRES

FIRST transferred by Deed of Transfer No T 911/1954 with General Plan No 1/53 relating thereto

AND HELD BY DEED OF TRANSFER NO T 20/1970

A.SUBJECT to the following conditions created in Government Grant No 25/1935, dated 5 November 1935 and registered on 18 November 1925, namely:

- a) That the Administrator may at any time and in any such manner and under such conditions as he may think fit, resume for public purposes the whole or any portion of the land hereby granted, subject to the payment of such compensation, as may be agreed upon or in default of such agreement as may be determined by arbitration.

B.FURTHER SUBJECT to the following conditions in terms of the Town Planning Ordinance No 18 of 1954 as amended, namely:

FOR INFORMATION ONLY

W

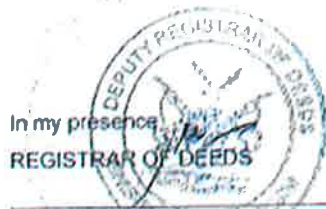
5.

WHEREFORE the Appearer, renouncing all the Rights and Title which the

ESTATE OF THE LATE ROLINE DIANA RYAN

heretofore had to the premises, did in consequence also acknowledge the said Estate to be entirely dispossessed of, and disentitled to the same and that, by virtue of these presents, the said TRANSFEREE, Its Successor-in-title or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State however, reserving its rights, and finally acknowledging that the Purchase Price is the sum N\$6 500 000,00

SIGNED at WINDHOEK, on 2017 -CS- 20
together with the appearer, and confirmed with my seal office



SIGNATURE OF APPEARER

Transfer Duty Receipt No- 304074494
issued at Walvis Bay on 120417 for N\$780 000,00

CHECKED:

- 1. 
- 2. 

I, the undersigned, CLIFFORD BEZUIDENHOUT, Conveyancer, hereby certify in terms of Section 78 of Act 23/1992 that all rates leviable in respect of such immovable property in terms of this Act, and all fees, charges and other moneys due to the local authority council in respect of any service, amenity or facility supplied to such property in terms of this Act, inclusive of any availability charge and minimum charge provided for in Section 30(1)(u) has been paid up to and including the date of registration hereof.

FOR INFORMATION ONLY

CONVEYANCER


Prepared by me



CONVEYANCER
BEZUIDENHOUT C

DEED OF TRANSFER

REGISTRATION ONLY



2573 2017

BE IT HEREBY MADE KNOWN
THAT **CLIFFORD BEZUIDENHOUT**
appeared before me, Registrar of Deeds, at Windhoek he, the said appearer, being duly authorized
thereto by a Power of Attorney granted to him by

KARIN-MARIA HILLEBRAND

Born on 27 March 1938
Unmarried

dated the 29th day of MARCH 2017 and signed at SWAKOPMUND.

[Handwritten signature]

AND the said applier declared that his said Principal had truly and lawfully sold on 23 FEBRUARY 2017

AND that he in his capacity aforesaid, did, by these presents, cede and transfer, in full and free property, to and on behalf of

LUMERIS INVESTMENTS SEVENTEEN CC

Registration Number CC/2016/14058

Its Successor-in-title or Assigns,

CERTAIN ERF NO 10 VINETA

SITUATE IN THE MUNICIPALITY OF SWAKOPMUND
REGISTRATION DIVISION "G"
ERONGO REGION

EXTENT 635 (Six Three Five) SQUARE METRES

FIRST transferred by Deed of Transfer No T 1039/1954 with Diagram relating thereto

AND HELD BY DEED OF TRANSFER NO T 154/2004

A SUBJECT to the following condition created in Government Grant No 25/1935, namely:

That the Administrator may at any time and in any such manner and under such conditions as he may think fit, resume for public purposes the whole or any portion of the land hereby granted, subject to the payment of such compensation as may be agreed upon or default of such agreement as may be determined by arbitration.

B FURTHER SUBJECT to the following conditions in terms of the Town Planning Ordinance No 18 of 1954 as amended, namely:

IN FAVOUR OF THE LOCAL AUTHORITY

- a) The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to, the provisions of the Swakopmund Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended.
- b) The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four times the municipal valuation of the erf.

FOR INFORMATION ONLY



WHEREFORE the appearer, renouncing all the rights and title which the TRANSFEROR heretofore had to the premises, did, in consequence also acknowledge her to be entirely dispossessed of, and disentitled to the same and that, by virtue of these presents, the said TRANSFEREE, Its Successor-in-title or Assigns, now is and henceforth shall be entitled thereto conformably to local custom, the State, however, reserving its rights; and finally, acknowledging that the purchase price is the sum of N\$4 800 000,00.

SIGNED at WINDHOEK, on 2017-05-09 together with the appearer, and confirmed with my seal office.


SIGNATURE OF APPEARER



Transfer Duty Receipt No 304074477
issued at Walvis Bay on 110417 for N\$576 000,00


CHECKED
1.  2.

I, the undersigned, CLIFFORD BEZUIDENHOUT, Conveyancer, hereby certify in terms of Section 78 of Act 23/1992 that all rates leviable in respect of such immovable property in terms of this Act, and all fees, charges and other moneys due to the local authority council in respect of any service, amenity or facility supplied to such property in terms of this Act, inclusive of any availability charge and minimum charge provided for in Section 30(1)(u) has been paid up to and including the date of registration hereof.


CONVEYANCER

FOR INFORMATION ONLY



SPECIAL POWER OF ATTORNEY16.3 

We, the undersigned,

JOACHIM WALTER STAHLER

In our capacity as the sole member of

Lumeris Investments seventeen cc
Registration No: CC/2016/14058

the registered owner of

Erven 9 & 10 Vineta Proper

do hereby nominate, constitute and appoint

Stubenrauch Planning Consultants cc
P O Box 41404
Windhoek

with power of Substitution, to be my lawful Attorney and Agent in my name, place and stead, to make the necessary application to the Swakopmund Municipality and Ministry of Urban and Rural Development: Urban and Regional Planning Board for the:

1. PURCHASE OF A PORTION OF THE REMAINDER OF PORTION 4 (A PORTION OF PORTION B) SWAKOPMUND TOWN & TOWNLANDS NO.41 (STREET) FOR CONSOLIDATION WITH ERVEN 9 AND 10 VINETA, SWAKOPMUND;
2. SUBDIVISION OF THE REMAINDER OF PORTION 4 (A PORTION OF PORTION B) SWAKOPMUND TOWN & TOWNLANDS NO.41 INTO ERF A/PTN 4 AND REMAINDER;
3. PERMANENT CLOSURE OF ERF A/PTN 4 OF THE SWAKOPMUND TOWN AND TOWNLANDS NO. 41 AS A STREET;
4. CONSOLIDATION OF ERVEN 9, 10 & A/PTN 4 VINETA SWAKOPMUND INTO CONSOLIDATED ERF X;
5. REZONING OF CONSOLIDATED ERF X, VINETA, SWAKOPMUND FROM "SINGLE RESIDENTIAL" TO GENERAL BUSINESS".

at the cost of the applicant and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite as fully and effectually, for all intents and purposes I might or could do if personally present and acting herein - hereby ratifying, allowing and confirm all and whatsoever my said Attorney and agent shall lawfully do, or cause to be done, by virtue of these presents.

SIGNED at Barcelona this 16 day of March 2023 in the presence of the undersigned witnesses.WITNESSES:1. José Luis Aguilar.....


 JOACHIM WALTER STAHLER
2. Carlos de Espina.....



Vineta 9 and 10

Enquiries: Ms M Sheehama

MUNICIPALITY OF SWAKOPMUND

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

14 March 2024

Stubenrauch Planning Consultants
 P O Box 41404
 WINDHOEK
 10005

gunther@spc.com.na

Att: Mr G Stubenrauch

Dear Sir

PURCHASE OF A PORTION OF "ROAD DE RE /PTN 4" FOR CONSOLIDATION WITH ERVEN 9 AND 10, VINETA

The above mentioned refers.

Your application on behalf of Lumeris Investments Seventeen CC dated **29 March 2023** regarding the above matter was discussed at Council meeting on **25 January 2024** under item 11.1.24, the minutes were approved at Council's meeting on **29 February 2024** under item 4.1 as follows:

(a) That Council conditionally accepts the application by Stubenrauch Planning Consultants Town Regional Planner on behalf of Lumeris Investments Seventeen CC to purchase a portion of Re/ Portion 4 measuring approximately 1 483m² located to the west of Erven 9 and 10, Vineta for consolidation with Erven 9 & 10, Vineta with the following conditions:

- (i) That the purchase price for the street portion of Re/ Portion 4 be determined at N\$4 000.00/m².
- (ii) That the 10m height restriction be a special condition for approval. *
- (iii) That Vehicle access shall be limited from 1st Ave only. *
- (iv) That final approval shall only be granted after all comments and objections are received.

(b) 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.

(c) That Council's Standard Conditions of sale by private treaty be applied:

- (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.

All correspondence must be addressed to the Chief Executive Officer

- completion 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.
 - (vi) That subsequent to the issuing of a Surveyor-General approved diagram for the subdivided portion 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.
 - (xvi) The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof by the purchaser.
 - (xiv) That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.
 - (xv) That the purchaser provides the registration documentation of the entity and that the shareholders / members must be cautioned that the shareholders / members remain the same until the transfer is completed and they have complied with all conditions of sale.
- (d) That once approval is obtained, the applicant appoints professional services providers to attend to all the required statutory processes with reference to the closure as street, subdivision and consolidation at their cost."

Please familiarize yourself with the above conditions and confirm acceptance of the conditions in writing on / before, **Thursday, 04 April 2024**. Please take note that the proposed rezoning for the consolidated erf from "Single Residential" to "General Business" was not approved by Council.

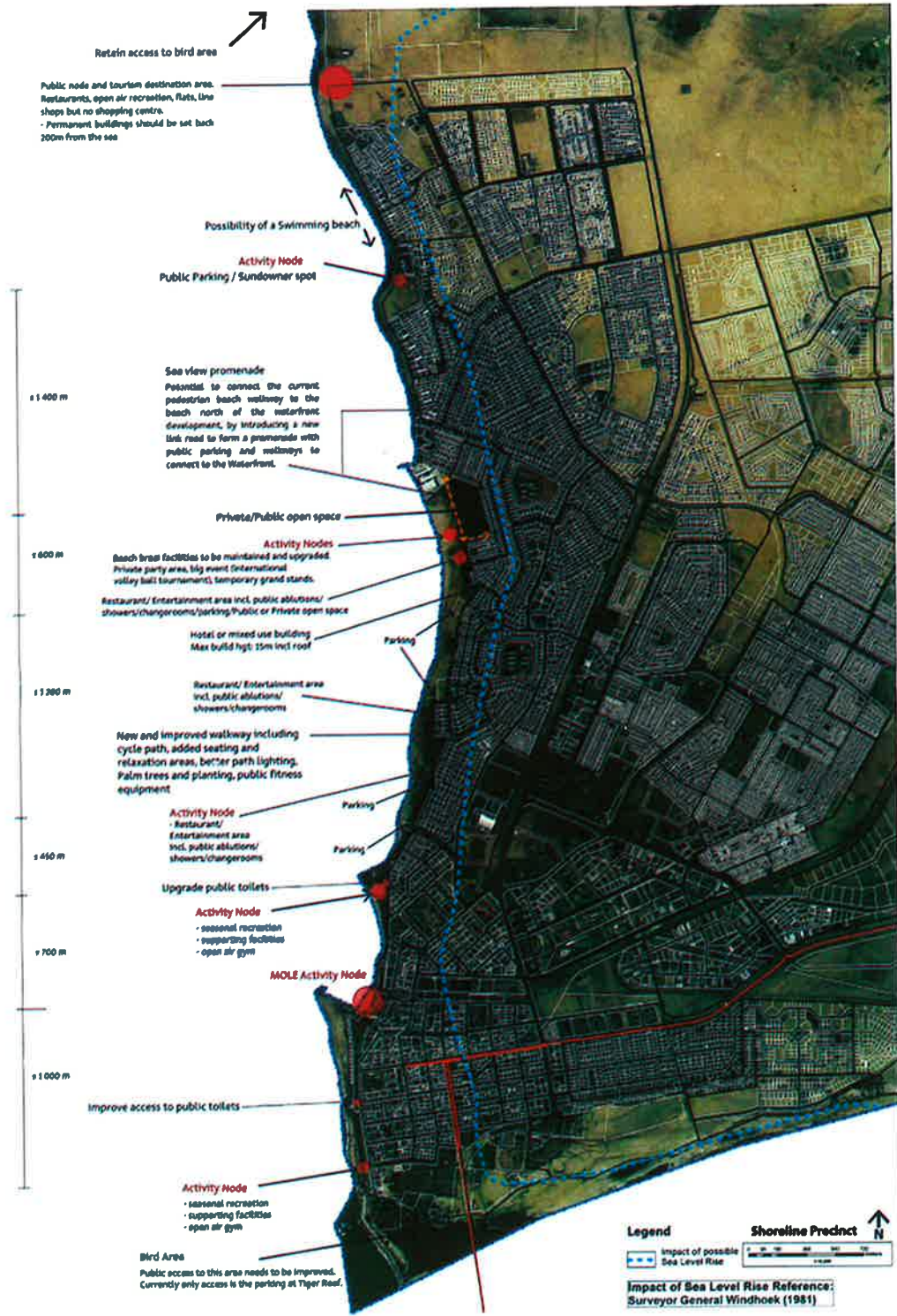


Figure 85: Shoreline Precinct

ANNEXURE B- OBJECTIONS
**VAN RENSBURG
ASSOCIATES**

ATTORNEYS | NOTARY | VALUATOR

Registered and Incorporated by the Deeds Registries Act, 1937

Our reference/Ons Verwysing: VR/diana/HO0090

22 July 2024

 Stubenrauch Planning Consultants
WINDHOEK
BY EMAIL

Dear Sir / Madam

RE: APPLICATION BY YOURSELVES (hereinafter referred to as "the application") ON BEHALF OF LUMERIS INVESTMENTS SEVENTEEN CC, REGISTERED OWNER OF ERVEN 9 AND 10 VINETA (hereinafter referred to as "the applicant") FOR:

1. **SUBDIVISION OF THE REMAINDER OF PORTION 4 (A PORTION OF PORTION B) SWAKOPMUND TOWN & TOWNLANDS NO 41 INTO PORTION A/PTN 4 AND REMAINDER**
 2. **PERMANENT CLOSURE OF PORTION A/PTN 4 OF THE SWAKOPMUND TOWN AND TOWNLANDS NO 41 AS A STREET**
 3. **CONSOLIDATION OF ERVEN 9,10 & A/PTN 4 VINETA SWAKOPMUND INTO CONSOLIDATED ERF X**
 4. **REZONING OF CONSOLIDATED ERF X VINETA SWAKOPMUND FROM "SINGLE RESIDENTIAL" TO "GENERAL BUSINESS" WITH A BULK OF 1.2**
1. We confirm acting on behalf of the persons listed in **ANNEXURE "A"** attached hereto who are either direct owners or representatives of the registered owners of the properties located in Swakopmund, indicated next to their names.

 Notaries: Christoffel Jansen Van Rensburg (F.A. (F. B. Notaries))
 assisted by: Annette Van Rensburg (F.A. (F. B. Notaries))

Email: admin@vanrensburgassociates.com

Tel: +264 - 64 - 405 343 / 405 133 | Fax: +264 - 64 - 404 727 / 088 650 9933

 1st Floor, Am Strand Building | Tobias Hainyeka Street
 P.O. Box 671 | Swakopmund, Namibia

2. This letter serves as written objection lodged on behalf of our abovementioned clients ("our clients") in terms of the provisions of the Urban and Regional Planning Act 5 of 2018 against the application made by yourselves to the Municipal Council of Swakopmund and the Urban and Regional Planning Board for consent to do the following:

- 2.1 THE SUBDIVISION OF THE REMAINDER OF PORTION 4 (A PORTION OF PORTION B) SWAKOPMUND TOWN & TOWNLANDS NO 41 INTO PORTION A/PTN 4 AND REMAINDER;
- 2.2 THE PERMANENT CLOSURE OF PORTION A/PTN 4 OF THE SWAKOPMUND TOWN AND TOWNLANDS NO 41 AS A STREET;
- 2.3 THE CONSOLIDATION OF ERVEN 9,10 & A/PTN 4 VINETA SWAKOPMUND INTO CONSOLIDATED ERF X;
- 2.4 REZONING OF CONSOLIDATED ERF X VINETA FROM "SINGLE RESIDENTIAL" TO "GENERAL BUSINESS" WITH A BULK OF 1.2.

(hereinafter referred to as "the application")

We act on behalf of our clients both in their capacity as property owners and as members of the general public.

3. Our clients oppose the application on amongst others the following grounds:

- 3.1 The fact that the consent sought will, if granted, negatively affect existing and established rights of our clients and the general public, cause our clients irreparable and monetary damage and that the balance of convenience lies overwhelmingly in favour of our clients and the general public;
- 3.2 The fact that consent is sought in respect of matters regarding which the Municipal Council of Swakopmund has in the past clearly refused to grant consent, or in respect of which official policy exists which does not permit the same;
- 3.3 The fact that the application is not in line with the proposals made in the Swakopmund Structure Plan 2020-2040 approved by the Ministry of Urban and Rural Development;
- 3.4 The fact that the Municipal Council of Swakopmund is not empowered in terms of the Local Authorities Act 23 of 1992 to close a street for purposes of selling the same; and
- 3.5 The fact that the neighbourhood in which the applicant intends to do its development is not suitable in terms of the existing infrastructure to accommodate such development.

4. The points of objection listed above are more fully dealt with hereafter:

4.1 Ad point 3.1 - The fact that the consent sought will, if granted, negatively affect existing and established rights of our clients and the general public, cause our client irreparable and monetary damage and that the balance of convenience lies in favour of our clients and the general public:

- 4.1.1 Erven 1 to 18 Vineta are located along the western seaboard (the seaside) in a North South line which forms the westernmost boundary of the residential properties in this part of Vineta. The locality plan attached herewith as ANNEXURE "B" confirms this. The particular neighbourhood is a low-density residential area of Swakopmund consisting, save for a small business node in the vicinity of Erven 4 and 5, comprising of the Würstbude Restaurant and a building housing a security firm, exclusively of properties zoned Single Residential.
- 4.1.2 the closer a property is located to the ocean the higher the market value of such a property is. Erven 1 to 18, being the closest to the ocean of all properties located in this area, are the most valuable. The reason why said properties have attained the highest market value, which is a worldwide phenomenon, is amongst others due to the fact that they enjoy a sea view, which has inherent value, and also because a tranquil, relaxed and private lifestyle can be enjoyed by the owners and/or occupants of said properties.
- 4.1.3 The portion of land which the applicant seeks to purchase from the Municipal Council of Swakopmund is a portion of a former road, known as THE REMAINDER OF PORTION 4 (A PORTION OF PORTION B) SWAKOPMUND TOWN & TOWNLANDS NO. 41 (also known as Road de Re) running parallel to Erven 1 – 18 on the westward side of said erven (hereinafter referred to as "the road").
- 4.1.4 Photographs and an index to said photographs of "the road" and the surrounding area are attached hereto marked ANNEXURE "C".
- 4.1.5 "The road" has not been utilised as a road for time immemorial but has been freely used by the general public for leisure related activities, for example to walk with or without animals, cycling etc since time immemorial. A garden/park stretching from Erf 5 - 18 on the western side, between said properties and the ocean, has also been established partly on the road by Mr John Hopkins of our clients with the consent and co-operation of the Municipal Council of Swakopmund. Mr Hopkins will confirm that he had, during 2015, approached the Municipal Council of Swakopmund for consent to establish a garden on the area in front of his property, Erf 11 Vineta, as he wished to beautify the area. His request was met with much enthusiasm by

the Municipal Council of Swakopmund who supplied the plants and trees which were initially planted by our client personally. At a later stage the Municipal Council of Swakopmund appointed four permanent gardeners for the area and had an irrigation system installed. The garden has gradually been expanded to stretch from approximately in front of Erf 5 to Erf 18. A WhatsApp group, Friends of the Garden, has been established of which Mr Hopkins, a few residents, the General Manager of the Municipal Council of Swakopmund and the Manager, Parks and Gardens, are members. This group is being used to provide a platform for communication between the residents involved and the Municipal Council of Swakopmund. Mr Hopkins was involved with the establishment of said garden for approximately 5 years and has personally planted 100 palm trees. The Municipal Council of Swakopmund has also accepted a policy in terms whereof any member of the public may, against payment of a prescribed amount, request the erection of a bench to which a plaque in memory of a deceased beloved one is attached. **Photo 9** depicts the official launching ceremony of the policy, with the Mayor, the Chief Executive Officer and a Councillor to be seen amongst the persons on the photo. The particular area of which "the road" forms part, has gradually developed into an area where members of the public commemorate their loved ones, amongst others by strewing their ashes.

- 4.1.6 "The road", although theoretically zoned as a road, practically forms part of the public open space between the row of properties being Erven 1 - 18 and the Atlantic Ocean and is utilised by the general public for the same purpose. It is not possible to see that a road did exist in the area in the past.
- 4.1.7 Save for the park which has been established on "the road" the main sewer line serving Erven 1 - 18 and a paved walkway which interlinks with other walkways on the larger public open space is also located on "the road".
- 4.1.8 The tranquil, relaxed and private lifestyle, coupled with a sea view, which attracts a high monetary premium, enjoyed by our clients, the proprietors of Erven 3, 6, 7, 8 and 11 - 18 is mainly due to the low density nature of the neighbourhood, the low traffic volumes and the fact that there are no commercial nodes, save for one which will be dealt with hereafter, that attract relatively large numbers of people. The reason why our clients, the owners of Erven 3, 6, 7, 8 and 11 - 18 have purchased said properties were to enjoy what this neighbourhood has to offer as described in this paragraph.
- 4.1.9 Eleven of the 18 proprietors of erven 1 - 18 object to the application. It has to be borne in mind that Erven 9 and 10, the subject of the application, forms part of the 7 properties not objecting to the application. The majority of property owners forming part of the row of properties of stretching from 1 - 18 therefore oppose this application.

- 4.1.10 The only commercial node in the vicinity of Erven 1 - 18 is located on the eastern side of the road between Erven 4 and 5 and consist of a restaurant being conducted on a portion of Municipal land and a building housing a security company. These businesses are located on the eastern side of the road running parallel to the coastline (Strand Street, which becomes 1st Avenue and later Fischreier Street in a northerly direction) on an intersection with 1st Avenue and Vrede Rede Avenue, the latter which is a main feeder from the eastern side. As a result, most of the traffic associated with the businesses does not travel past properties 1 - 18 but rather access said businesses from the eastern side via Vrede Rede Ave which is a much quicker way from the town centre than to travel along 1st Avenue along the coast. The restaurant is furthermore only open from 11h30 to 21h00.
- 4.1.11 From the above it should be clear that our clients have established rights in the form of considerable monetary investment. It will furthermore be noticed that many of the properties in the vicinity of Erven 9 and 10 have been, and are constantly, upgraded and renovated which contributes to the high value attainable in the open market for specifically the properties located adjacent to Erven 9 and 10 in the same row. A hotel will definitely not increase the value of their properties as it will not contribute to the peaceful and tranquil nature of the neighbourhood at all. In fact, it will have a negative influence on the value of the neighbourhood, given its nature.
- 4.1.12 The subdivision and sale of "the road" would have the result that the same would not be capable of being used by our clients and the general public anymore. The portion of the park that has been established on the portion of "the road" earmarked for subdivision will have to be removed and will be replaced by a large building, leaving a gap in the existing park stretching towards the south and north of the to be subdivided portion of "the road" which would be very unsightly, and which would negatively affect the value of the surrounding properties. The existing walkway and main sewer line would have to be demolished and re-routed and the existing underground electrical line would have to be removed and re-routed.
- 4.1.13 The fact that "the road" has been freely used by our clients, who are members of the public, and the public at large, with the consent and encouragement of the Municipal Council of Swakopmund for time immemorial, has created a public servitude in the form of the common law principle of *velustas*¹ in their favour which gives the public the right to use "the road" in perpetuity. On this basis alone "the road" cannot be subdivided and sold to the applicant.

¹ See Van der Merwe *Sakereg* 2nd Ed. pg. 548; LAWSA 24 2nd Ed para 624; *Community of Grootkraal v Botha NO and Others* 2019 (2) SA 128 SCA; *Langebaan Ratepayers and Residents Association v Dormell Properties 391 Pty Ltd* 2013 (1) SA 37.

- 4.1.14 Based on the legal principle of *estoppel* the Municipal Council of Swakopmund is prevented to consent to the closure of the to be subdivided portion of "the road" as "the road" was since time immemorial not used as a road, and as rights were since time immemorial established in regard to "the road" by the general public, with the consent and encouragement of the Municipal Council of Swakopmund.
- 4.1.15 Practically the subdivision of "the road" into Portion A/Ptn 4 and Remainder and the consolidation thereof with Erven 9 and 10 will mean that the consolidated Erf X will be substantially larger than the average Erf in the immediate vicinity (2763 square meter vs 650 square meter) and that it will be closer to the ocean than the other Erven 1-18 in the same row of westernmost properties, in the process necessarily encroaching upon the view currently enjoyed by such other properties, even more so if a multi storey hotel s constructed on consolidated property X. This fact alone will diminish the value of the surrounding properties.
- 4.1.16 In the light of the above it is clear that the balance of convenience lies in favour of our clients and the general public who have established rights. It is clearly unjust to grant rights to the applicant, who does not have established rights, which would negatively influence the established rights of our client and the general public.

4.2 Ad point 3.2 - The fact that consent is sought in respect of matters regarding which the Municipal Council of Swakopmund has in the past clearly refused to grant consent, or in respect of which official policy exists that which does not permit the same:

- 4.2.1 Several attempts were in the past made to establish commercial enterprises on the western side of the row of properties 1 - 18. The proposed Skeleton Coast Golf Estate comes to mind. The Municipal Council of Swakopmund has not only refused to grant the right to the applicants to establish a golf course on the Public Open Space between Erven 1 - 18 and the ocean, but has expressed itself, in the Swakopmund Masterplan of the Northern Beach Area, an excerpt which is attached hereto as **ANNEXURE "D"**, as follows:

"The sea front is a fundamental part of the uniqueness of Swakopmund, and it should be accessible to, and thus "owned" by all of the inhabitants of the town in perpetuity".

- 4.2.2 The intended purchase, and subdivision of "the road" will have the practical effect that a portion of beach area currently freely accessible by the general public will become private property, effectively reducing the area to which the public will have access. Should the applicant be permitted to proceed with the

subdivision of "the Road" and the consolidation thereof with Erven 9 and 10 this would be totally contradictory to what has been envisaged by the Municipal Council of Swakopmund as depicted on **ANNEXURE "D"**.

- 4.2.3 The Property Policy of the Swakopmund Municipality updated in October 2023, states ² the following regarding the sale of Public Open Spaces:

"Council does not sell land zoned "public open space".

The only exception to this rule is corridors or public open spaces which have been identified as problem areas, i.e. areas where the adjoining neighbours and or Police have repeatedly complained about littering, vandalism, nuisance, criminal activities, alcohol and noise".

- 4.2.4 "Public Open Space" is defined in the Swakopmund Town Planning Amendment Scheme³ as follows:

"Public Open Space means any land used or reserved in this Scheme for use by the public as an open space, park, garden, playground, recreation ground or square".

- 4.2.5 Although "the road" is not zoned as public open space the use thereof corresponds in all respect to that of an area zoned as "public open space". The portion of land on which "the road" is located is not distinguishable from the remainder of the public open space/beach area and forms an integral whole with the latter. The intention of said Property Policy is clearly that Municipal property which is being used by the public for the purposes set out in the definition of "Public Open Space" should not lightly be subdivided and sold.

- 4.3 **Ad point 3.3 - The fact that the application is not in line with the proposals made in the Swakopmund Structure Plan 2020-2040⁴ approved by the Ministry of Urban and Rural Development:**

- 4.3.1 The Swakopmund Structure Plan 2020-2040 (hereinafter referred to as "the SSP") suggests the following regarding:

- 4.3.1.1 Strategies for public open spaces⁵:

² Property Policy of the Swakopmund Municipality 2023 Chapter 4 Sec. 7 pg. 37.

³ Swakopmund Town Planning Amendment Scheme

⁴ Municipality of Swakopmund Structure Plan 2020 – 2040 as approved and gazetted in the Government Gazette No. 7869 on 1 August 2022.

⁵ Municipality of Swakopmund Structure Plan 2020 – 2040 par. 6.8.1 pg. 98

Swakopmund's coastline, being a public open space, is a fundamental asset of the town and one of the reasons why the town is a place of choice for its residents and a destination of choice for its visitors. Being zoned as a public open space, the coastline is vital in balancing social demands with protection needs. The potential of the coastline as a public open space will thus be fully optimized by means of creating activity nodes, recreational areas with supporting facilities (open air gyms, sport areas, toilets and change rooms, kiosks, trading stands, coffee shops, parking lots, walkways, cycle paths etc.) and public gardens.

Both the river and the coastline serve as important corridors of connectivity and provides important directives for the development of a system of public open spaces over the entire townscape. The river and the coastline are finite resources, and it is the right of people of Swakopmund to have equal and continuous access to these resources. It is thus important that privatization of either one of these areas be strictly prohibited. (my emphasis) Moreover, the utilising of the coastline and the Swakop River as two important multipurpose public open spaces of Swakopmund creates essential opportunities to protect the ecological importance of both areas, including hotspots such as the bird areas. Both serve also as important spines to which a system of public open spaces can be connected."

4.3.1.2 Shoreline/Coastline⁶:

Coastal towns, especially coastal holiday resorts, have the responsibility to develop the town in such manner that public access to the beach is maximized while activity nodes are put in place which provide public facilities such as restaurants, bars and smaller line shops as well as public amenities at regular intervals along the beach while the areas in between are to be reserved as public beaches. These public nodes, which can be built close to the highwater mark, are to be linked to the existing beach walk, parking areas to be provided at regular intervals. While some public nodes are to permit the development of permanent structures which can include restaurants, fast food outlets and public squares as well as public amenities others are

⁶ Municipality of Swakopmund Structure Plan 2020 – 2040 par. 6.8.4 pg. 99.

to of a more temporary nature where kiosks in support of leisure parks and activity areas are to be permitted. The development of new erven aimed for the development private residences closer to the shoreline within open areas where opportunities could be identified for residential infill should not be supported by the local authority. As such the existing urban edge from the Swakop confluence up to the salt pan area should be fixed and not compromised on." (my emphasis)

4.3.1.3 A) Beach⁷:

The beach area in general belongs to everyone and is and should remain a public open space without any restrictions. It should not be reserved and accessible only for exclusive use by some elite persons or organisations. (my emphasis).

In order to vitalize and encourage greater use of the remaining beach areas, the introduction of seasonal or semi-permanent facilities should be allowed. Facilities such as international standard beach volleyball areas or permanent public fitness installations could be provided. Possible semi-permanent structures similar to the Tiger Reef restaurant could also be placed at intervals along the beach and where sufficient parking areas are available. The existing walking path and additional bicycle ways could be installed and extended towards the north"

4.3.1.4 Strategies relating to the shoreline, shoreline precinct⁸:

Please find a copy of said diagram attached hereto as **ANNEXURE "E"** which contains, according to the SSP, the "strategies relating to the shoreline"⁹. It will be clear from this diagram that no developments are recommended for the area between Erven 1 - 18 and the ocean. A "hotel or mixed-use building max build height 15m including roof" could be constructed north of Erf 1 and a "Restaurant/Entertainment area, including public ablutions/showers/change rooms" well towards the south of Erf 18. The applicant on this point seeks to obtain permission for actions which are not recommended in the SSP, ironically a document drawn up by the same firm of Town Planners which act on behalf of the applicant.

⁷ Municipality of Swakopmund Structure Plan 2020 – 2040 par. 6.8.4 pg. 99.

⁸ Municipality of Swakopmund Structure Plan 2020 – 2040 fig. 85 pg. 100.

⁹ Municipality of Swakopmund Structure Plan 2020 – 2040 pg. 99.

4.3.1.5 Definition of "existing precinct":

"Existing precinct" refers to the current build up area of Swakopmund and all areas that are to be developed within the lifespan of this structure plan. The development of the existing precinct also focuses on adding choice and not taking existing rights of freestanding neighbours away"¹⁰ (my emphasis).

On this point it will be clear that the intended development will, contrary to this recommendation in the SSP, negatively influence the rights of our clients, being freestanding neighbours of Erven 9 and 10.

4.3.1.6 Figure 92: Residential zones for the existing precinct¹¹:

Please find a copy of said diagram attached hereto as **ANNEXURE "F"**

This diagram confirms the general acknowledgement that, amongst others, Erven 1-18 are located in an existing low density residential zone which should not altered.

4.3.1.7 Map 7: Swakopmund Structure Plan 2020-2040¹²:

Please find a copy of said diagram attached hereto as **ANNEXURE "G"**

This diagram depicts the future structure plan for Swakopmund. It is clear from this plan that, like **ANNEXURE "F"** referred to above, the zone in which Erven 1 - 18 is located ("A") is recommended to remain a low-density residential zone in contrast to other high density/mixed use zones.

- 4.3.2 It must be clearly stated that a hotel such as the one envisaged by the applicant will definitely enhance the value of properties located in the area where it is constructed, provided that it is built in an area suited for its purpose. The zone earmarked by the applicant in this case for the establishment of its hotel is clearly not suited nor recommended in the SSP for said purpose. Most of the arguments advanced by the applicant regarding the advantages of a hotel in all respects are also correct, provided that such a hotel is constructed in an area suitable for this purpose.

¹⁰ Municipality of Swakopmund Structure Plan 2020 – 2040 Ch. 7 pg. 110.

¹¹ Municipality of Swakopmund Structure Plan 2020 – 2040 fig. 97 pg. 118.

¹² Municipality of Swakopmund Structure Plan 2020 – 2040 Map 7 pg.124.

- 4.3.3 From the above excerpts of the SSP the following can be concluded:
- 4.3.3.1 The people of Swakopmund should have equal and continuous access to the Swakopmund coastline and river being public open spaces;
 - 4.3.3.2 It is important that privatisation of these areas be strictly prohibited;
 - 4.3.3.3 The development of new erven aimed for the development of private residences closer to the shoreline within open areas where opportunities could be identified for residential infill should not be supported by the local authority. As such the existing urban edge from the Swakop confluence up to the salt pan area should be fixed and not compromised on.
 - 4.3.3.4 The beach area in general belongs to everyone and is and should remain a public open space without any restrictions. It should not be reserved and accessible only for exclusive use by some elite persons or organisations.
 - 4.3.3.5 Coastal towns, especially coastal holiday resorts, have the responsibility to develop the town in such manner that public access to the beach is maximized while activity nodes are put in place which provide public facilities such as restaurants, bars and smaller line shops as well as public amenities at regular intervals along the beach while the areas in between are to be reserved as public beaches.
 - 4.3.3.6 In order to vitalize and encourage greater use of the remaining beach areas, the introduction of seasonal or semi-permanent facilities should be allowed.
 - 4.3.3.7 In considering the development of an existing precinct, like the area in question, the "existing rights of freestanding neighbours" should not be taken away.
- 4.3.4 The applicants wholeheartedly support the SSP regarding the suggested policy concerning beach areas, the shoreline, the shoreline precinct and public open spaces located next to the seashore.
- 4.3.5 Unfortunately, the application brought by the applicant is in direct contrast to the guidelines set out in the SSP and more specifically for amongst others

the following reasons:

- 4.3.5.1 Although "the road" is technically not part of the public open space stretching from erven 9 and 10 towards the ocean it has been treated as such for time immemorial. The subdivision of "the road" and privatisation of a portion thereof for commercial purposes (the construction of a hotel) will practically encroach upon this area, diminish the area available to the general public for recreation purposes and create a dangerous precedent, in that the Municipal Council of Swakopmund will with great difficulty in future be able to justify the refusal to sell other portions of "the road", or of other portions of Municipal land adjacent to the sea board for that matter to prospective developers.
- 4.3.5.2 Attempts are being made to privatize a portion of the Swakopmund seashore which will, if successful, have the effect that the free and unhindered access by the members of the public will be restricted. The purpose of the application is to eventually construct an upmarket boutique hotel only accessible by a very small, privileged section of the population who will predominantly be foreigners. The local population of Swakopmund and the general public will not benefit by this project at all, save possibly as far as employment opportunities and an inflow of money is concerned. This cannot however be done at the expense of existing established rights.
- 4.3.5.3 The intended project is not in line with the improvements which the SSP suggests could be constructed along the seashore and in this open space. Not only is no mention made of a hotel but the nature of the suggested improvements are largely seasonal or semi-permanent, with a restaurant being the largest immovable structure that is mentioned.
- 4.3.5.4 The applicant, if being permitted to do what it applies for, will, in contravention of the SSP, "compromise the existing urban edge between the Swakop river and the salt pans" which will, in creating a precedent, render the guidelines created by the SSP useless.
- 4.3.5.5 The beach area, which is regarded as belonging to everyone, will, should the application be successful, have the effect that it "be reserved and accessible only for exclusive use by some elite persons or organisations" which is in direct contrast to what is

suggested in the SSP should not be done.

- 4.3.5.6 It is clear from the SSP that no suggestions are made regarding the low density single residential nature of the zone in question and that the SSP in fact recommends that this area remain as is and that the nature thereof not be disturbed. This is confirmed by **ANNEXURES "E" and "F"** attached hereto. Should the application be successful the intended project will radically and permanently change the existing nature of the area in question, in that a large property with commercial rights will be created amidst single residential properties. The value of properties in this area will lose value as a result of such a project.
- 4.3.6 It is in the light of the above denied, as alleged in the Stubenrauch application, that "the proposed development aligns seamlessly with the Swakopmund Structure Plan 2020-2040" or that the envisioned Boutique Hotel, in the location earmarked for its construction, will adhere to the strategic vision for Swakopmund¹³ and it is reiterated that the proposed development attempts to achieve something which is clearly not recommended in the SSP. The SSP does not anywhere, relating to the Shoreline Precinct, and specifically the zone in which Erven 1 - 18 is located, as alleged in the Stubenrauch application¹⁴ "... emphasizes the harmonious integration of a hotel or mixed use buildings along the coastal line..."
- 4.3.7 It is furthermore denied, as alleged in the Stubenrauch application, that the development will "...maintain and enhance public access to the beach ..."¹⁵. The public currently have unhindered access to the beach. The development will be of an upmarket nature, utilised only by wealthy individuals to the exclusion of the majority of beach goers and the general public. It will have the exact opposite effect, restricting access to the beach by the general public by reserving a portion of the beach front for its own purposes.
- 4.3.8 Although it is agreed with what is alleged in the Stubenrauch application that "...Town Planning principles have shifted towards a new paradigm, emphasizing densification over sprawling developments. The principles of New Urbanism advocates for compact, mixed use spaces that foster sustainable communities..."¹⁶ these principles have specifically been excluded for the zone for which the development is earmarked, being an established low density neighbourhood.

¹³ See Stubenrauch application pg.5.

¹⁴ See Stubenrauch application pg. 5.

¹⁵ See Stubenrauch application pg. 6.

¹⁶ See Stubenrauch application pg.6.

4.4 Ad point 3.4 - The fact that the Municipal Council of Swakopmund is not empowered in terms of the Local Authorities Act 23 of 1992 (hereinafter referred to as "the LAA") to close a street for purposes of selling the same;

Section 50 (1) (b) of the LAA stipulates the following: "A local authority council may, subject to such terms and conditions as may be determined by the local authority council, let or grant the right to use temporarily, any public place or part of a public place or any street or portion of a street closed in terms of paragraph (a) to any person for any period during the period in which it is so closed"

It is submitted that the LAA does not permit the Municipal Council of Swakopmund to consent to the subdivision of any street or portion thereof with the aim of selling the same.

4.5 Ad point 3.5 - The fact that the neighbourhood in which the applicant intends to do its development is not suitable in terms of the existing infrastructure to accommodate such development:

4.5.1 It is acknowledged by the applicant in the Stubenrauch application¹⁷ that the proposed development will probably cause an increase in traffic volumes. Mention is made of a "well-thought-out traffic management plan" to address this problem. There is no solution to the increased traffic volumes which will be caused by such a development. The road feeding the properties 1 - 18 (First Avenue, and to an extent Fischreiher Avenue) is a single lane road which cannot be expanded, and which was not designed to carry traffic for commercial purposes. Increased traffic will cause increased noise levels which would, in addition to what is stated above, negatively affect the existing right of our clients to live in a quiet, peaceful residential neighbourhood. Increased traffic volumes will also cause the properties of our clients to lose market value.

4.5.2 The proposed development will undoubtedly ensure that its guests are secure. A large number of well to do guests, of which a substantial percentage will be tourists, will however attract criminals to the area who intend profiting from this new potential source of wealth. This will increase criminal activity in the neighbourhood, something which the applicant will not be able to do (and in all likelihood be unwilling to do) anything about.

4.5.3 Parking space is extremely limited in the particular area and will not be adequate for both guests of the hotel, its personnel and the general public who attends to the beach zone.

¹⁷ Stubenrauch application pg.10, 13.

- 4.5.4 The existing sewer line will not be capable of accommodating the additional burden placed upon it by an accommodation establishment and will have to be replaced and moved at great cost (reference photo 7).
- 4.5.5 The 11KV underground electricity supply cable in the road reserve will have to be removed and relocated at great cost (reference photo 8)

The applicants reserve their rights to elaborate upon the above at any hearing due to take place in future.

Yours faithfully
VAN RENSBURG ASSOCIATES


Per: C van Rensburg

Annexure "A"

1. Moira Ruziecki	Erf 3
2. JM Visser Trust c/o Kobus Visser	Erf 6
3. Dr Nils Koch	Erf 7
4. TJ Gerber	Erf 8
5. John & Sonja Hopkins	Erf 11
6. Linda Honeybourne	Erf 12
7. JC Brandt & Riana Brandt	Erf 13
8. Antje Kesselmann	Erf 14
9. Graswereld Trust / Harold Erasmus (Trustee)	Erf 15
10. T Erlank & L Roets	Erf 16
11. Permain Erlank Family Trust	Erf 17
12. T Erlank & L Roets	Erf 18
13. C. Pajevski	Erf 22, Second Avenue
14. S Pajevski	Erf 22, Second Avenue
15. G Heij	Erf 30, First Avenue
16. Karin da Silva	Erf 32
17. J & C Redman	Erf 35, First Avenue
18. Ellen Prinsloo	Erf 37
19. MJ Nienaber	Erf 38
20. AE Noelle	Erf 39
21. Vera Leech	Erf 44
22. Elfriede Kotze	Erf 64
23. Caroline Pajewski	Erf 65
24. André Leff	Erf 67
25. J Muntifering	Erf 68, Third Street
26. Helena Heyns	Erf 755
27. MME Koep	Erf 963
28. Thomas Raith	Erf 1537

29. IG Baas	Erf 1561
30. Allan Beck	Erf 1656
31. Chris Nel	Erf 1977
32. J Roberts	Erf 5086
33. N Dresselhaus	Erf 5676, Kramersdorf
34. AHVZ Louw	Erf 6258, Equatorial Street
35. V Louw	Erf 6258, Equatorial Street
36. Irmelo Arnold	Swakopmund Retirement Village
37. Antje Klein	Rhode Allee 39
38. S Windisd	No. 16, Waleebank
39. J van Rensburg	No. 23, Emerald
40. Heidi Garbade	No. 7, Martin Luther
41. S Pojewski	No. 22 Second Avenue
42. C Saly	No. 291, Gerba
43. HW Giersch	No. 4 Pelikan Street
44. Lotfi (x4)	No. 3 Anka Court
45. B Mongella	Erf 68, No. 4, Anka Court
46. Berdine Nolte	No. 2, Fischreih Street
47. Anko Lucks	Central Park
48. Syburgrechr	No. 4, An der Welle
49. An der Welle	
50. G Williamson	No. 4 Brückendoof
51. E Erasmus	No. 11, Crayfish
52. N Morkel	No. 43, Turmalin Street
53. JW La Barré	No. 16, Rocky Zicht
54. C van Stryp	Villa Sohrada
55. ML van der Walt	No. 3 Khan Street
56. Stefan & Thea van Wyk	No. 11 Aragon Street
57. BJ Morkel	No. 43, Turmalin Street
58. S & A Kirchner	No. 52, Anton Labowski
59. J Zefennu	Stop 'n Shop, Flat No. 1
60. Borstlap	Brückenblick
61. R Borstlap	No. 4 Maple Street
62. Natasche	No. 5, Dr Eugene Muller
63. LJ Garba	No. 7, Wasserfall Street
64. J & R Neuburg	No. 3 Namutoti
65. Dr Jacobsohn	

Photo 1: This photograph depicts the northwestern corner of the area which the applicant wishes to purchase marked with a flagged peg.



Photo 2: This photograph depicts the southwestern corner of the area which the applicant wishes to purchase marked with a flagged peg.



Photo 3: This photograph depicts the area which the applicant wishes to purchase viewed from Erf 9 looking westwards towards the ocean. The paved walkway seen in the photo is also located on "the road".



Photo 4: This photograph depicts the area which the applicant wishes to purchase viewed from Erf 10 looking westwards towards the ocean.



Photo 5: This photograph shows the walkway utilized by the general public running parallel to Erven 1-18, which walkway is located on "the road" and which is connected to other walkways and cycle paths located on the beach area/ public open space.



Photo 6: This photograph depicts the general garden area of which the portion of the road which the applicant seeks to subdivide and privatize forms part. The walkway depicted in this photograph connects a part of the walkway to other walkways and cycle ways located on the beach area/ public open space.



Photo 7: This photograph depicts the main sewerage line located on "the road" running parallel to Erven 1-18. This sewerage line would have to be demolished and relocated should the applicant be permitted to subdivide and privatize a portion of "the road".



Photo 8: This photo depicts the location where 11KVA power cables are located underground on "the road". These cables would have to be removed and relocated should the applicant be granted permission to subdivide and privatize a portion of "the road".



Photo 9 and 10: These photos depict the official launch of a bench and a memorial plaque referred to in this document. The Mayor, Chief Executive Officer and a Councilor of the Municipal Council of Swakopmund can be seen in the photograph.



Photo 11: This photograph depicts a portion of "the road" which the applicant wishes to have subdivided and privatized viewed from the western side. The double story property on the right is located on Erf 11 and erven 9 and 10 are located on the right of this building.



x

Stubenrauch Planning Consultants
 PO Box 41404
 Windhoek
 10005
 Tel : 061 251189

Attention : Bronwyn@spc.com.na

Ref : W/2300A DENSITY OF 9

Dear Sir/Madam

Business

OBJECTION TO THE PURCHASE OF ERF A/PTN 4, CONSOLIDATION AND REZONING OF ERF 9 & 10 AND A/PTN 4 VINETA, SWAKOPMUND FROM SINGLE RESIDENTIAL " WITH A DENSITY OF 1.600 M2, TO GENERAL BUSINESS"

I, the undersigned Property owner , strongly object to the purchase of portion A/PTN 4, proposed of consolidation and rezoning of A/PTN 4 , erf 9 & 10 Vineta to General Business for the following reasons:

- The single Residential erven along the beach front are prime upmarket single residential properties, the owners of which have developed and maintained their properties, generating good ratable income for the Municipality. The owners of the properties purchased in this area with the understanding that they will be living in an upmarket residential area. Any change to the town planning land use infringes on the property owners constitutional rights.
- The creation of a business on the above mentioned property, will have a great negative impact on the peaceful nature , traffic congestion and parking in the area.
- Should the above property be approved for Business activities, this will create a precedent for other properties in the area to do likewise, changing the nature of the residential suburb.
- An environmental impact assessment would first need to be undertaken before a rezoning application can even be considered.
- Changing the OPEN SPACE Area of Riesl street is a popular way to the Beach and gardens from the area, a parking lot in this space will only benefit the proposed Hotel, as currently the area is closed for traffic, only pedestrians allowed. If made into a car park, the guests and delivery vehicles in and out will cause a major inconvenience.
- On behalf of all the objecting residents, as well as those who are unaware of the possible change of the zoning of this area, we place on record that we object to any alteration of the

19-03-06.9
 Vg
 Vg

19 June 2024



Act m: TP FYAD

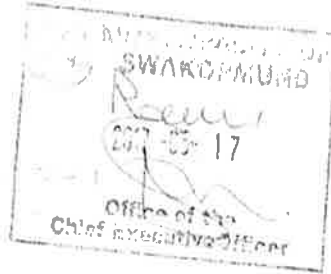
V 9
V 10

JRM Powell
Legal Consultant
Box 508
Swakopmund
Tel Office: 406655
Cell: 081 124 9694

9

16 May 2017

Acting Chief Executive Officer
Swakopmund Municipality
P.O. Box 53
Swakopmund
Namibia



Attention: Mr Marco Swarts

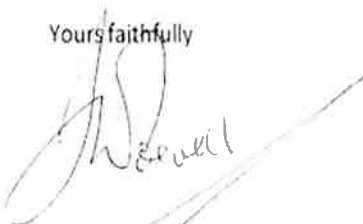
Dear Sir

Rezoning of Erven 9 & 10, First Avenue, Vineta, Swakopmund

Kindly note that the residents in the above area are objecting to the possible rezoning of erven 9 & 10, from single dwelling to any other zoning.

On behalf of all the objecting residents as well as those who are unaware of the possible change of the zoning of this area, we place on record that we object to any alteration of the zoning of the area from single dwelling and we shall take any legal action which we deem necessary to enforce our objection.

Yours faithfully


J Powell

ANNEXURE C - APPLICANTS RESPONSE

Planning Consultants TOWN AND REGIONAL PLANNERS

Reg No 08/00908 Tel +264 61 251189
 Feld Str 48 +264 61 252480
 PO Box 41404 Fax +264 61 252157
 Windhoek gunzher@spc.com.na
 Namibia www.spc.com.na



SPC Reference: W/23009

28 August 2024

Enquiries: T. Shikongo

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

Dear Mr A. Benjamin

CONFIRMATION OF NOTIFICATION AND OBJECTIONS RECEIVED FOR:

1. **SUBDIVISION OF THE REMAINDER OF PORTION 4 (A PORTION OF PORTION B) SWAKOPMUND TOWN & TOWNLANDS NO.41 INTO PORTION A/PTN 4 AND REMAINDER;**
2. **PERMANENT CLOSURE OF PORTION A/PTN 4 OF THE SWAKOPMUND TOWN AND TOWNLANDS NO. 41 AS A STREET;**
3. **CONSOLIDATION OF ERVEN 9, 10 & A/PTN 4 VINETA, SWAKOPMUND INTO CONSOLIDATED ERF X;**
4. **REZONING OF CONSOLIDATED ERF X, VINETA, SWAKOPMUND FROM "SINGLE RESIDENTIAL" TO GENERAL BUSINESS" WITH A BULK OF 1.2.**

1. INTRODUCTION

Our application for the subdivision, permanent closure, consolidation and subsequent rezoning of Erven 9 and 10 Vineta and the Remainder of Portion 4 (a portion of Portion B) Swakopmund Town and Townlands No. 41 as dated 20 May 2024 bears' reference.

This submission is to be read together with the SPC application dated 20 May 2024 as this submission deals with the notification period and the comments received in response to the notification.

2. NOTIFICATION PERIOD AND COMMENTS RECEIVED

Following receipt of instruction to notify (attached) the intent to rezone vide a letter dated 6 June 2024 from the Municipality of Swakopmund, SPC:

- (1) Advertised the intended rezoning and consent application in the New Era and the Namibian newspapers of the 24th of June and 1st of July 2024;
- (2) Placed a notice in the Government Gazette of the 1st of July 2024;
- (3) Sent letters via registered mail with notification notice to surrounding property owners;
- (4) Placed a notice of the intended rezoning and consent application on the municipal notice board and on the site as well.

The closure date for submission of any comments or objection was Monday, 22nd of July 2024. The SPC notification letter clearly states that should no comment be received by the time the objection period has lapsed it will be accepted that the relevant party does not have any objection against the proposed development.

The following property owners as indicated in Table 1 were informed via registered mail (also see proof attached).

Table 1: Notifications sent out and comments received

ERF NO.	OWNER	OBJECTION RECEIVED	COMMENT
Erf 8, Vineta Swakopmund	Gerber TJ	Yes	Included in collective response
Erf 35, Vineta Swakopmund	Redman J	Yes	Included in collective response
Erf 37, Vineta Swakopmund	Feist Investments No. 95	Yes	Included in collective response
Erf 11, Vineta Swakopmund	Hopkins JE & SM	Yes	Included in collective response
Erf 34, Vineta Swakopmund	Kamfer MI	No	No response
Erf 36, Vineta Swakopmund	Alma Marine Trust	No	No response

One collective objection was received from a total of 65 listed parties through the Van Rensburg Associates. The collective objection received:

- (a) Includes the interest of the four owners as listed under Table 1 above.
- (b) Represents the interests of members of the public that were notified through a notice that was placed on site, advertised in the Newspapers as well as in the Government Gazette.

All comments received are attached hereto.

3. RESPONSE TO COLLECTIVE OBJECTION AS SUBMITTED BY VAN RENSBURG ASSOCIATES

The following section highlights the main objections listed in the objections submitted as well as the SPC response on the issues raised. It should be noted that their comments are numbered as presented in the objection letter received from the Van Rensburg Associates.

The objections as presented in the Van Rensburg Associates letter were categorized in “5 grounds” as numbered 3.1 to 3.5 in the letter of objection. The “5 grounds” were then dealt with in more detail in the in the collective objection letter.

4. GROUNDS

The “grounds” listed by Van Rensburg Associates in the collective objection are (quoted from objection):

1. *“The fact that the consent sought will, if granted, negatively affect existing and established rights of our clients and the general public, cause our clients irreparable and monetary damage and that the balance of convenience lies overwhelmingly in favour of our clients and the general public;”*
2. *“The fact that consent is sought in respect of matters regarding which the Municipal Council of Swakopmund has in the past clearly refused to grant consent, or in respect of which official policy exists which does not permit the same;”*
3. *“The fact that the application is not in line with the proposals made in the Swakopmund Structure Plan 2020-2040 approved by the Ministry of Urban and Rural Development;”*
4. *“The fact that the Municipal Council of Swakopmund is not empowered in terms of the Local Authorities Act 73 of 1992 to close a street for purposes of selling the same;” and*
5. *“The fact that the neighbourhood in which the applicant intends to do its development is not suitable in terms of the existing infrastructure to accommodate such development.”*

SPC has responded to each matter raised in the collective objections in chronological order of the objection in the objection letter. Please note that:

- (a) As some of the concerns/objections raised are repetitive and listed under more than one paragraph under the collective objection these will be dealt with by making use of cross-referencing in the SPC response.
- (b) SPC disputes the correctness of “grounds” 3 and 4 for reasons further set out in the SPC response.

5. RESPONSE TO COMMENTS LISTED IN VAN RENSBURG ASSOCIATE LETTER

The above mentioned “grounds” are dealt with in more detail in the objection letter.

- a. **Ad 3.1. The fact that the consent sought will, if granted, negatively affect existing and established rights of our clients and the general public, cause our client irreparable and monetary damage and that the balance of convenience lies in favour of our clients and the general public:**

Objection 4.1.1:

“Erven 1 to 18 Vineta are located along the western seaboard (the seaside) in a North South line which forms the westernmost boundary of the residential properties in this part of Vineta. The locality plan attached herewith as ANNEXURE “B” confirms this. The particular neighbourhood is a low-density residential area of Swakopmund consisting, save for a small business node in the vicinity of Erven 4 and 5, comprising of the Würstbude Restaurant and a building housing a security firm, exclusively of properties zoned Single Residential.”

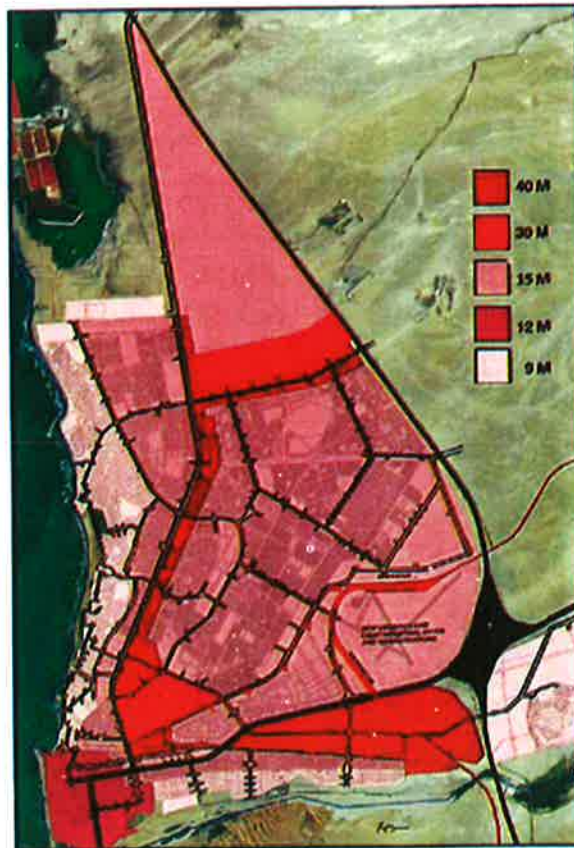
Response:

- i. Although Erven 1 to 18 are located on the western coast of Swakopmund and feature low-density development, this does not necessarily preclude the use of the land for a hotel or other commercial projects. Adjusting the building density could accommodate the land’s use in line with modern needs without fundamentally altering the area’s character.
- ii. It should be noted that many of the existing residences within the area, and in particular along both sides of First Avenue are large double volume residential buildings accommodating multiple bedrooms, most of which, like the Driftwood Guesthouse, do have the potential to be converted into guest houses or then offer holiday accommodation. The intended hotel development, which will have a similar architectural feel in terms of building volume and height will seamlessly blend into the character of the existing neighbourhood.
- iii. The objector acknowledges that Erven 9 and 10 are located within proximity of other commercial activities. In addition to the *“... small business node in the vicinity of Erven 4 and 5, comprising of the Würstbude Restaurant and a building housing a security firm...”* (own underline) it needs to be noted that the area also has been infiltrated by other general residential uses such as the Driftwood Guesthouse which is located on Erf 64 Vineta just to the east of Erven 9 and 10, the General Residential development on Erf 2223 Vineta or then recently build The Sea Boutique Guesthouse further to the south. These developments indicate the urban dynamics along the coastal road from the central part of town up to the Am Platz Waterfront development which is increasingly becoming under pressure to increase residential densities along coastal

belt, in particular along the western side of First Avenue which will ultimately enable more people to enjoy convenient and walkable access to the beach and the ocean itself.

- iv. According to the Swakopmund Structure Plan's Height Restriction Map (see below), Erven 1 – 18 are restricted to a maximum height of 9 metres. As such, the proposed up-market hotel will be constructed in line with these restrictions, and as such the intended development will seamlessly fit within the neighborhood's urban fabric.
- v. The design and scale of the proposed hotel will retain a residential character and style to maintain the architectural harmony of the area.

Figure 1: New Building Heights as per the approved Swakopmund Structure Plan 2020 - 2040



This concern can be nullified designing as the building to be erected must conform to the existing building regulations applicable within the area; as then also applicable for all

surrounding properties. Furthermore, a boutique hotel is primarily of residential nature and as such the land use will blend in with the surrounding land uses.

Objection 4.1.2:

The closer a property is located to the ocean the higher the market value of such a property is. Erven 1 to 18, being the closest to the ocean of all properties located in this area, are the most valuable. The reason why said properties have attained the highest market value, which is a worldwide phenomenon, is amongst others due to the fact that they enjoy a sea view, which has inherent value, and also because a tranquil, relaxed and private lifestyle can be enjoyed by the owners and/or occupants of said properties.

Response:

- i. The objector errs in the assumption that beachfront erven are for exclusive use of enjoyment by affluent households as a coastline, as then supported by the Swakopmund Structure Plan, are to be considered to be supporting public spaces and densification and as such the value of Erven 1 – 18 has already increased in property value because of the Swakopmund Structure Plan 2020 – 2040 as the Structure Plan does allow for the development of tourism activities along these erven.
- ii. The development of the intended hotel will increase the property value of the surrounding erven as public surveillance and security services associated with the hotel activity will enhance neighbourhood security.
- iii. The Structure Plan emphasizes the harmonious integration of a hotel or mixed-use buildings along the coastal line. The owners of Erven 1 – 18 should be empowered and be made aware that their estate is undoubtedly worth more and any of them should explore what our client is exploring.
- iv. It is important to take note that the Municipality of Swakopmund has a Noise and Nuisance Policy and Regulations that is set to regulate the tranquillity and harmony of Swakopmund. As such, the Licensed Hotel will be regulated by this policy and thus ensuring that that the tranquil, relaxed and private lifestyle of the neighbourhood is still enjoyed.
- v. While it is true that the properties close to the ocean such as Erven 1 to 18, generally have higher market values due to their sea views and tranquillity they offer, this does not preclude the development of a hotel or commercial project within the area. The development can be designed to complement the existing residential properties and enhance the overall appeal of the area.
- vi. The owners of Erven 1 to 18 should take note that having a property with ocean view is not a right but rather a privilege.

- vii. A well-planned and aesthetically compatible development will actually contribute positively, thereby adding value to the surrounding area. Importantly, the residential properties on Erven 1 to 18 would continue to benefit from their exceptional sea views, tranquil atmosphere and relaxed private lifestyle. These attributes are unlikely to be diminished but rather can be preserved and even enhanced by thoughtful integration of new developments. Modern urban planning often seeks to balance residential, commercial and recreational needs, ensuring that new projects enhance rather than detract from the quality of life and property values in the area.
- viii. The beachfront area is the most suitable for any type of accommodation establishment such as a licensed hotel. This is further supported by the status of First Avenue which functions as a low traffic speed scenic and tourism route serving the coastline between the Mole development and the Waterfront complex.
- ix. The objector should take note that the "Residential" according to the Swakopmund Zoning Scheme allows for a Residential Guesthouse. It thus stands anybody free to any property owners of a "Residential" property apply for the use of their property as a guesthouse.
- x. The Regulations of the Namibia Tourism Board Act, 2000 (Act. No. 21 of 2000) as amended states that a Guesthouse can have at least 5 rooms for guest accommodations.
- xi. Seeing that the developer has two abutting properties, it is possible for him to construct two Residential Guesthouses next to one another (one on each property) that would result in approximately 14 suites, which is similar to the proposed development of the upmarket hotel. These Guesthouse would cause much more inconvenience in the neighbourhood as facilities such as kitchens, parking and common space will be duplicated.
- xii. The developer is committed to developing a 5-Star upmarket boutique hotel on the to be Consolidated property. Such hotels do cater for exclusive clientele and patrons of the hotel will put value on exclusivity, quality and in particular privacy and tranquility. Hotel guests therefore will largely make use the opportunity to relax at the hotel itself or then to walk along the beach rather than to make use of motorized transport to move in and out of the hotel. Furthermore, 5-Star boutique hotels place value on creating a tranquil environment which is free from loud music or other noise generating activities. As such, the development of the boutique hotel will rather blend in, align and harmonise with the surrounding residential uses.

- xiii. It is generally accepted that an affluent household will have at least two cars and as such the collective number of cars reasonably expected on both properties will be four (4) which, due to the nature of such household will generate multiple traffic movements during a 24hour cycle. Furthermore, it is important to take note that the development of an upmarket hotel on the consolidated property will not result in a significant increase in traffic generation as such upmarket hotel development will mainly cater for patrons generating low traffic movements; compared to the development of two Guest Houses (on Erven 9 and 10) which would cater for two or three star accommodation where self-drivers and budget tourists will most likely reside, which will increase traffic generation in the neighbourhood.

Below is an estimated parking calculations of the proposed Upmarket Hotel on consolidated Erven 9 and 10 (excluding the area to be purchased from the local authority).

Table 2: Proposed Parking Requirements for the Development of Residential Guest Houses on Erven 9 and 10.

Erf No	Current Zoning	Proposed Zoning	Proposed Land Use Activities	Required parking bays	Parking bays to be provided
Erf 9 Vineta	Single Residential	Single Residential	Residential Guesthouse	A minimum of 2 plus 1.5 per room	±7 parking bays
Erf 10 Vineta	Single Residential	Single Residential	Residential Guesthouse	A minimum of 2 plus 1.5 per room	±7 parking bays
Total Parking Bays					14 parking bays to be provided

Table 3: Proposed Parking Requirements for the Development of an upmarket 5-star hotel on to be Consolidated Erven 9 and 10 Vineta

Erf No	Current Zoning	Proposed Zoning	Proposed Land Use Activities	Required parking bays	Total Coverage	Parking bays to be provided
Consolidated Erf 9 and 10	Single Residential	General Business	Licensed Hotel	1 per 50sqm of floor area	± 450sqm	9 parking bays

The concern raised by the objector that the property value of the beachfront properties will be negatively affected is not supported and valid as 5-Star boutique hotels do cater for exclusive clientele and patrons of the hotel will put value on exclusivity, quality and in particular privacy

and tranquility. As such, the development of the boutique hotel will rather blend in, align and harmonise with the surrounding residential uses; both in terms of residential use and traffic generation.

NB: The successful operation of the Hotel Helnitzburg in Windhoek serves as a good example of a boutique hotel successfully blending into a residential environment.

Objection 4.1.3:

The portion of land which the applicant seeks to purchase from the Municipal Council of Swakopmund is a portion of a former road, known as THE REMAINDER OF PORTION 4 (A PORTION OF PORTION B) SWAKOPMUND TOWN & TOWNLANDS NO. 41 (also known as Road de Re) running parallel to Erven 1 – 18 on the westward side of said erven (hereinafter referred to as "the road").

Response:

- i. The Swakopmund Town Planning Amendment Scheme No 12 indicates that this street portion (Marine Drive) is reserved as "Street Closure". According to Zoning Map No 5 of said scheme the section between Erf 5 up to Erf 18 is zoned as "Street closure". As such this section does no longer forms part of the active road network of Swakopmund.
- ii. The sale of the land has been officially approved by the Minister of Urban and Rural Development, as confirmed in the letter dated July 16, 2024. The primary concern now is the rezoning of the property.
- iii. The Swakopmund Structure Plan has identified this section of "**Street closure**" to be **utilized for "Public open space/possible expanded erf sizes up to the proclaimed town boundary if used for tourism accommodation / mixed use"** (See Figure 86: Coastline Precinct)

The application for the purchase of the additional land in front of Erven 9 and 10 Vineta, as already approved by the Minister: MURD for use of "tourism accommodation / mixed use" is in line with the approved Swakopmund Structure Plan 2020 – 2040 as well as supported by the land use of the Swakopmund Town Planning Scheme No 12 (now referred to as a Zoning Scheme).

It should be noted that objection 4.1.4 made reference to an annexure, as such the response under 4.1.3 is applies to objection 4.1.4

Objection 4.1.5:

"The road" has not been utilised as a road for time immemorial but has been freely used by the general public for leisure related activities, for example to walk with or without animals, cycling etc since time immemorial. A garden/park stretching from Erf 5 - 18 on the western side, between said properties and the ocean, has also been established partly on the road by Mr John Hopkins of our clients with the consent and co-operation of the Municipal Council of Swakopmund. Mr Hopkins will confirm that he had, during 2015, approached the Municipal Council of Swakopmund for consent to establish a garden on the area in front of his property, Erf 11 Vineta, as he wished to beautify the area. His request was met with much enthusiasm by the Municipal Council of Swakopmund who supplied the plants and trees which were initially planted by our client personally. At a later stage the Municipal Council of Swakopmund appointed four permanent gardeners for the area and had an irrigation system installed. The garden has gradually been expanded to stretch from approximately in front of Erf 5 to Erf 18. A WhatsApp group, Friends of the Garden, has been established of which Mr Hopkins, a few residents, the General Manager of the Municipal Council of Swakopmund and the Manager, Parks and Gardens, are members. This group is being used to provide a platform for communication between the residents involved and the Municipal Council of Swakopmund. Mr Hopkins was involved with the establishment of said garden for approximately 5 years and has personally planted 100 palm trees. The Municipal Council of Swakopmund has also accepted a policy in terms whereof any member of the public may, against payment of a prescribed amount, request the erection of a bench to which a plaque in memory of a deceased beloved one is attached. Photo 9 depicts the official launching ceremony of the policy, with the Mayor, the Chief Executive Officer and a Councillor to be seen amongst the persons on the photo. The particular area of which "the road" forms part, has gradually developed into an area where members of the public commemorate their loved ones, amongst others by strewing their ashes.

Response:

- i. The initiative of Mr Hopkins is well appreciated and supported, and the owner / developer of Erven 9 and 10 Vineta is committed to enter into discussions with Mr Hopkins and the "Friends of the Garden WhatsApp group" as to how the public garden can be re-shaped to remain as a functional and aesthetically pleasing public garden.

- ii. Public movement (Extract from above objection 4.1.5: ... *for example to walk with or without animals, cycling etc*) is not jeopardized or infringed upon as the public movement in front of Erven 5 to 18 generally takes place in a north to south direction rather than in an east to west direction. This movement is largely making use of the two pathways which are located to the west and outside of the area to be used for the development of the boutique hotel (See map below).
- iii. The bench does not fall within the area affected by this application as it is located along the eastern pathway, the alignment of which is not affected by this development.
- iv. The public parking area and access to the beach area between Erven 8 and 9 Vineta will not be used for the development and as such this east to west public access opportunity will not be affected nor taken away but rather be enhanced by the boutique hotel development as it will be in the interest of the developer to maintain this area in a well-kept state. This will effectively complement the garden area as improves and secure public access to the beach will be developed and maintained as result of the boutique hotel development.
- v. Observations have shown that the two public walks developed within the beach area and which form part of the public garden are used by the public. Pedestrian or cyclists seemingly do not make use of the former sidewalk area abutting Erven 1 to 18 and that this former sidewalk, which falls outside of the beach area, is un-kept. As such the walkways used by the public fall outside of the Swakopmund Townlands area, and within the beach area.
- vi. It is important to note that the former road currently is part of the public garden. In front of Erven 11 to 18 Vineta, the plants/garden largely obstruct free pedestrian movement other than along the currently underused pedestrian path (former sidewalk) running parallel along the western property boundaries. This pathway/sidewalk is not well maintained and hidden behind the landscaped areas and is as such seldomly used by the public. The garden spaces developed within the "Street closure" area are thus effectively forming a private buffer space between Erven 8, 11, 12, 13 and 14 and the eastern beach walk. As such these spaces are effectively used by the affluent households to distance these residences from the public walk which is a form of 'privatizing' of the former street area.

Figure 4: Map depicting impact on the garden as well as locality of bench and underutilized walk abutting the property boundaries and Townlands area



The area to be consolidated with Erven 9 and 10 Vineta does not infringe on the area occupied by either one of the two main south to north beach walkways nor does it compromise the position of the park bench. The re-landscaping of the affected garden area will be done in consultation with Mr Hopkins who is a directly affected party and property owner as well as with the members of the "Friends of the Garden WhatsApp group.

Objection 4.1.6:

"The road", although theoretically zoned as a road, practically forms part of the public open space between the row of properties being Erven 1 - 18 and the Atlantic Ocean and is utilised by the general public for the same purpose. It is not possible to see that a road did exist in the area in the past.

Response:

- i. It is acknowledged that the “Closed Road” (See Swakopmund Town Planning Amendment Scheme No 12) reserve serves as a public open space. This road section was closed by the local authority as a street since it serves no purpose and turned into a public garden space. As indicated under Objection 4.1.7 it is not possible to see that a road exists in the past as the “Street Closure” area is covered by the garden. With exception of the largely neglected path (former sidewalk) running parallel along the western property boundary of Erven 9 to 14 and the east to west gravel path through to the garden space in front of Erf 9 the affected area is largely inaccessible for pedestrians and as such the garden forms part of a green buffer between the western properties and the public beach area.
- ii. The garden space between the western bound properties and the Townlands boundary effectively for part of a privatized area benefitting the owners of these properties rather than serving the public.
- iii. The garden in front of Erven 9 and 10 Vineta is not easily accessible to the public. By integrating “the road” space in front of Erven 9 and 10 Vineta into the hotel development this area will be turned into a functional and usable space of the hotel development. By redeveloping and improving the currently ill-defined public pathways in front of Erven 9 and 10 and connecting the new walks back into the existing pedestrian path network the integrity of the existing pathway will be restored.
- iv. The hotel development will be visually connected to the main garden space and as such public surveillance will increase which in turn will result in a more pedestrian friendly and safe space for pedestrians making use of the beach walk.

A possible amended mobility network in front of Erven 9 and 10 which will effectively improve the general pedestrian and cycling network in the area is demonstrated below.

The statement made that the park area in front of western bound Erven 1 to 18 is used by the public is misleading as this area rather serves as a green and privatized buffer benefitting the owners of the Erven 1 to 18 as public movement along the former street area is rather discouraged than encouraged.

Objection 4.1.7

Save for the park which has been established on “the road” the main sewer line serving Erven 1 – 18 and a paved walkway which interlinks with other walkways on the larger public open space is also located on “the road”.

Response

This objection is of a repetitive nature as such, kindly refer to the response under objections 4.1.6, 4.1.12 and 4.5.5.

Objection 4.1.8:

The tranquil, relaxed and private lifestyle, coupled with a sea view, which attracts a high monetary premium, enjoyed by our clients, the proprietors of Erven 3, 6, 7, 8 and 11 - 18 is mainly due to the low density nature of the neighbourhood, the low traffic volumes and the fact that there are no commercial nodes, save for one which will be dealt with hereafter, that attract relatively large numbers of people. The reason why our clients, the owners of Erven 3, 6, 7, 8 and 11 - 18 have purchased said properties were to enjoy what this neighbourhood has to offer as described in this paragraph.

Response:

- i. The introduction of a carefully planned development, such as a hotel, does not necessarily undermine these attributes. Modern urban planning allows for integration of tourism development within residential areas in a manner that enhances rather than detracts from the existing quality of life. As set out above the proposed development will be designed to complement and enhance the neighborhood's character.
- ii. As set out above the boutique hotel will be a low-key development and traffic volumes, and commercial activity are nominal considering the cumulative traffic impact First Avenue will experience as the north-western urban areas of Swakopmund develop.
- iii. This comment is repetitive of nature – also see response under objection 4.1.1 and 4.1.2

It should be noted that the Swakopmund Structure Plan 2020 – 2040, which has one of its objectives to promote and guide urban development, encourages mixed-use and tourism development along the coastline (See Figures 85 and 86 of the Structure Plan) and as such the owners of the properties as listed in Objection 4.1.8 are entitled to make use of the additional development rights as per the approved and gazetted structure plan.

Objection 4.1.9

Eleven of the 18 proprietors of erven 1 - 18 object to the application. It has to be borne in mind that Erven 9 and 10, the subject of the application, forms part of the 7 properties not objecting to the application. The majority of property owners forming part of the row of properties of stretching from 1 - 18 therefore oppose this application.

Response

- i. It is noted that eleven out of eighteen proprietors of Erven 1 – 18 have expressed objections to the application. While some property owners within this row oppose the application, it's crucial to consider the broader context and specifics of the proposed developments which permits and encourages the development of tourism

accommodation and mixed-use developments along this stretch of the Vineta coastline.

- ii. It is essential to balance the concerns of the objectors with the town-wide benefits of the project. As such the ruling needs to consider the long-term town development which then supports the interest of developing a sustainable, resilient, just and fair urban area.
- iii. The image below shows the erven that have objected to the proposed development. As can be seen some of the objectors are not within proximity with the proposed development. Furthermore, it is noted that the owner of the Driftwood Guesthouse is also objecting.
- iv. Property owners of "Residential" do have the right to apply for consent to use existing residences for tourism accommodation purposes, or then to apply for rezoning of their properties which will collectively contribute to a gradual change from a single and affluent household orientated neighbourhood to that of a more residential dense neighbourhood where tourism accommodation establishments will be interwoven in the urban environment.
- v. The statement that: *"The majority of property owners forming part of the row of properties of stretching from 1 - 18 therefore oppose this application,"* needs to be placed in the context of long term need for urban transformation, development of resilient neighbourhoods and the need to transform cities to respond to changing social and economic need to develop inclusive urban areas as then also set out by the Swakopmund Structure Plan 2020 - 2040.

Figure 5: Erven that opposed to the proposed development as marked in red



This objection is focused on protecting the interest of some individuals rather than considering the good and public interest this development as permitted and supported by the Swakopmund Structure Plan 2020 – 2040 as approved by the Minister: MURD and as gazetted. As such the development rights of the owner of Erven 9 and 10 Vineta are enshrined in the development policy of the local authority, as then also supported by MURD.

Objection 4.1.10

The only commercial node in the vicinity of Erven 1 - 18 is located on the eastern side of the road between Erven 4 and 5 and consist of a restaurant being conducted on a portion of Municipal land and a building housing a security company. These businesses are located on the eastern side of the road running parallel to the coastline (Strand Street, which becomes 1st Avenue and later Fischreih Street in a northerly direction) on an intersection with 1st Avenue and Vrede Rede Avenue, the latter which is a main feeder from the eastern side. As a result, most of the traffic associated with the businesses does not travel past properties 1 - 18 but rather access said businesses from the eastern side via Vrede Rede Ave which is a much quicker way from the town centre than to travel along 1st Avenue along the coast. The restaurant is furthermore only open from 11h30 to 21h00.

Response

- i. Vrede Rede Avenue (former Louis Botha Street) is developing into an economic activity spine serving the larger Vineta area on the one hand while also providing excellent access to the beach. A sub-urban shopping centre is located on the corner of Vrede Rede Avenue and Aldrige Street. The Wurstbude restaurant is a public restaurant located along this economic spine. First Avenue on the other hand is functioning as a scenic route which has been designed in such a way that traffic calming elements reduce traffic speeds. This road is therefore opening-up opportunities for tourism developments, as then also supported by the Swakopmund Structure Plan as gazette in the Government Gazette.
- ii. As supported in the image below, the neighborhood of Vineta is gradually transitioning into a mixed use area. The presence of the Wurstbude restaurant and Driftwood guesthouse near to the proposed development and proximity of the coastline is a clear indication of this shift.
- iii. It is important to note that all commercial activities within a town are strictly regulated by the Municipality through the issuance of Fitness Certificates, which are renewed annually. In addition to the Fitness Certificate, businesses must also hold valid Trading Licenses. These licenses specify the operating hours of an establishment. Swakopmund's Noise and Nuisance Policy and Regulations further ensure that trading hours are granted with due consideration to the nature of the business and the tranquility of the neighborhood. This regulatory framework ensures that commercial operations are carefully monitored to maintain a peaceful environment. Should there be any deviation from these regulations or complaints from the public, the Municipality retains the authority to revoke or suspend the Fitness Certificate.

- iv. With respect to the proposed development, it is essential to highlight that a property owner (including our client) has the right to use their property as they see fit, provided they remain compliant with local laws and regulations. By supporting the Wurstbude restaurant but opposition the intended development of an upscale boutique hotel arises concerns on depriving our client to make use of allocated development rights and in applying just and fair judgement when evaluating urban developments within this area.
- v. The development of the boutique hotel will adhere to all necessary municipal policies, including the Noise and Nuisance regulations, and will operate in a manner that enhances the character of the neighborhood. The upmarket nature of the hotel will attract a different kind of clientele, one that values tranquility and exclusivity, ensuring that the development harmonizes with the existing environment. This project promises to bring economic benefits, elevate the standard of accommodation in the area, and contribute to the overall vibrancy of the neighborhood.
- vi. The owner of Erven 9 and 10 Vineta has expressed his commitment to being a responsible contributor to the community and will take all necessary steps to ensure their development complies with municipal standards and enhances the overall value of the area. This commitment is underscored by the successfully completed residential and commercial developments undertaken by the Stahler Group, as then demonstrated in the Company Profile of the Stahler Group (See Attachment).

Urban change, transformation and re-development of neighbourhood areas are inevitable and the status of First Avenue, together with transforming land uses will respond to the needs of the larger town area and in response to the approved development policies of the Swakopmund Municipality which is to apply the development opportunities and strategies as approved in the Swakopmund Structure Plan and as gazetted in the Government Gazette.

Figure 6: Driftwood Guesthouse located at the intersection of First Avenue and Riesle Street



Objection 4.1.11

From the above it should be clear that our clients have established rights in the form of considerable monetary investment. It will furthermore be noticed that many of the properties in the vicinity of Erven 9 and 10 have been, and are constantly, upgraded and renovated which contributes to the high value attainable in the open market for specifically the properties located adjacent to Erven 9 and 10 in the same row. A hotel will definitely not increase the value of their properties as it will not contribute to the peaceful and tranquil nature of the neighbourhood at all. In fact, it will have a negative influence on the value of the neighbourhood, given its nature.

Response

- i. The claim that a hotel will negatively impact property values is not supported nor proven. On the contrary, it is put forward that well-designed high-quality tourism establishments increase the desirability of an area, effectively raising property values.
- ii. The design of the 5 star boutique hotel will be sourced through an international architect competition and the building itself will make use of durable and quality products and finishes. As such the construction cost of the boutique hotel, based on a metre-squared calculation, will exceed the building costs of the surrounding properties.
- iii. Refer to response (iii) under objection 4.1.2 on the peaceful and tranquil nature of the neighbourhood.

This statement is speculative and does not consider the quality and value adding the boutique hotel will have on the surrounding area, especially as abutting property owners, as per the gazetted Swakopmund Structure Plan, can make use of the opportunities to acquire additional land (of "Closed Street") or then to also transform the coastline properties into tourism accommodation establishments. As such the long-term benefits as permitted in terms of the Swakopmund Structure Plan should be considerate and factored into the larger town development initiative of the Swakopmund Municipality.

Objection 4.1.12

The subdivision and sale of "the road" would have the result that the same would not be capable of being used by our clients and the general public anymore. The portion of the park that has been established on the portion of "the road" earmarked for subdivision will have to be removed and will be replaced by a large building, leaving a gap in the existing park stretching towards the south and north of the to be subdivided portion of "the road" which would be very unsightly, and which would negatively affect the value of the surrounding properties. The existing walkway and main sewer line would have to be demolished and re-

routed and the existing underground electrical line would have to be removed and re-routed.

Response

- i. The importance of maintaining public access and amenities is recognised and it is re-confirmed that it is the intent to maintain and enhance the overall public experience. The developer will ensure that no disruptions are made to the existing access by developing alternative routes which will be easily navigable and linking into the existing walkway system.
- ii. The so called "gap" created by the development will be managed carefully to minimize any visual impact through sensitive and responsible architecture. Landscaping and screening measures are also to be introduced to ensure the transition between the existing park and the new development is aesthetically pleasing.
- iii. It is understood that it will be necessary to reroute the existing, sewer line. The rerouting is to be in accordance with approval by the Manager of Sewer and Water who has indicated that the existing sewer line is mainly a residential connection which can be rerouted. Below image illustrates the position of the sewer lines.

Figure 7: Image depicting the sewer line and alignment distances



Objection 4.1.13

The fact that "the road" has been freely used by our clients, who are members of the public, and the public at large, with the consent and encouragement of the Municipal Council of Swakopmund for time immemorial, has created a public servitude in the form of the common law principle of vetustas¹ in their favour which gives the public the right to use "the road" in perpetuity. On this basis alone "the road" cannot be subdivided and sold to the applicant.

Response

- i. It is important to note that "the road" is closed as per the Swakopmund Town Planning Amendment Scheme No 12.
- ii. The existing garden in front of Erven 9 and 10 are not accommodating pedestrian movement and as such, contrary to the statement above, freely used by the objectors.
- iii. The area under discussion is earmarked for urban development which includes public open space, possible extended erf sizes up to proclaimed town boundary if used for tourism accommodation/mixed use.

Urban development is dynamic and needs to respond to the need and the demand for sustainable urban growth. The Swakopmund Structure Plan 2020-2040 sets out clear guidelines as to how this change is to be implemented on the one hand while the intended development, although altering the existing pedestrian movement pattern will not take away the convenient use of the garden area on the other hand.

Objection 4.1.14

Based on the legal principle of estoppel the Municipal Council of Swakopmund is prevented to consent to the closure of the to be subdivided portion of "the road" as "the road" was since time immemorial not used as a road, and as rights were since time immemorial established in regard to "the road" by the general public, with the consent and encouragement of the Municipal Council of Swakopmund.

Response

- i. To our understanding Estoppel typically prevents a party from contradicting established facts or behaviors that have led others to reasonably rely on those facts. In this case, the use of "the road" as a public space is minimal and its historical designation as such, does not necessarily impact its current relevance. The more frequently used and better-maintained beachfront path is the primary route for residents and the public, rendering "the road" less significant in its current state.

While estoppel principle acknowledges historical use and public reliance, it does not preclude the council from making decisions based on current and future urban planning needs as urban

development is dynamic and responds to changing urban needs. The proposed development will be conducted in a way that aligns with modern urban goals while respecting existing community values and public considerations on the one hand while respecting the existing public access to the beach area on the other hand.

Objection 4.1.15

Practically the subdivision of “the road” into Portion A/Ptn 4 and Remainder and the consolidation thereof with Erven 9 and 10 will mean that the consolidated Erf X will be substantially larger than the average Erf in the immediate vicinity (2763 square meter vs 650 square meter) and that it will be closer to the ocean than the other Erven 1-18 in the same row of westernmost properties, in the process necessarily encroaching upon the view currently enjoyed by such other properties, even more so if a multi storey hotel s constructed on consolidated property X. This fact alone will diminish the value of the surrounding properties.

Response

- i. Ownership of both Erven 9 and 10 Vineta vests with Lumeris Investments Seventeen CC and consolidation of these properties will lead to the creation of a single property being proportionally larger than the surrounding properties. Lumeris Investments Seventeen CC is fully entitled to obtain permission to consolidate these properties.
- ii. The Minister: MURD has approved the sale of land for consolidation with Erven 9 and 10 Vineta.
- iii. Nothing prevents the creation of a property which is larger than surrounding properties as long as procedures are followed.
- iv. The height is restricted to 9 metres which is the same height restriction set out for the surrounding properties.
- v. The term “multi storey hotel ” used in the object is misleading as it creates the expectation that a skyscraper or similar building can be erected.
- vi. The residence erected on Erf 11, which is owned by Mr Hopkins, mainly makes use of sea-facing windows and as such the intended development will not severely impact on the sea view of the property erected on Erf 11 Vineta (see Figure 5 below).
- vii. The owner of Erven 9 and 10 has the right to develop two large residences on both properties which will naturally restrict the sea view of residences currently enjoying the sea view as result of both erven currently being vacant and undeveloped.
- viii. Contemporary and accommodating architecture can limit the impact the new development may have on the sea view of Erf 11 or then the “westernmost properties.

- ix. A larger property does not inherently diminish the value of surrounding properties. In fact, high-quality developments such as boutique hotels are known to enhance property values by adding prestige and new amenities to the neighbourhood. The careful planning and design of the project will ensure that it contributes positively to the area, potentially increasing the value of nearby properties through its enhancement of the local environment and amenities.
- x. The residents of Vineta should take note that ocean view is not a right but rather a privilege and that the owner of Erven 9 and 10 has got the right to develop both properties in line with the permitted building guidelines as set out by the Swakopmund Zoning Scheme and the Structure Plan.
- xi. The Swakopmund Structure Plan 2020 -2040 provided a free and fair opportunity to all owners of Erven 5 to 10 to apply for purchase of the additional land area for development purposes.

Figure 8: Image depicting that the view of Erf 11, Vineta will not be compromised



The statement made on “diminishing property values” is repetitive and has been dealt with already. It is however put forth that the current view of the residence erected on Erf 11 is set out in such way that, with the exception of one window which faces in a north-westerly direction, the main windows are facing towards the beach. The loss of view, if then so, will thus be nominal. This loss can however be mitigated through responsible architecture and building design.

- b. Ad point 3.2 - The fact that consent is sought in respect of matters regarding which the Municipal Council of Swakopmund has in the past clearly refused to grant consent, or in respect of which official policy exists that which does not permit the same:**

Objection 4.2.1

Several attempts were in the past made to establish commercial enterprises on the western side of the row of properties 1 – 18. The proposed Skeleton Coast Golf Estate comes to mind. The Municipal Council of Swakopmund has not only refused to grant the right to the applicants to establish a golf course on the Public Open Space between Erven 1 – 18 and the ocean, but has expressed itself, in the Swakopmund Masterplan

Response

- i. It is important to distinguish between these previous proposals and the current development project.
- ii. The proposed boutique hotel is fundamentally different from previous commercial ventures, such as the golf course proposal, in its scale and impact. Unlike large-scale developments, the boutique hotel is designed to be a high-quality, low-impact project that integrates seamlessly with the existing environment. It aims to enhance the neighborhood without compromising the public's access to the seafront or altering the fundamental character of the area.
- iii. The Swakopmund Structure Plan 2020 – 2024 emphasizes the importance of the sea front as a unique and accessible feature for all residents. This principle is respected and integrated into the development proposal. The boutique hotel is designed to complement the seafront experience rather than detract from it.
- iv. While past proposals have been rejected to protect the seafront's character and accessibility, the boutique hotel project is designed to align with these goals. It aims to enhance the area while preserving public access and the unique qualities of the seafront, ensuring that the development supports both community values and modern urban needs.

This proposal does not seek approval for the creation or development of an additional property to the west of the Townlands boundary. This application merely deals with the acquisition and rezoning of a piece of land falling within the existing Townlands area for consolidation with Erven 9 and 10 Vineta as then encouraged by the Swakopmund Structure Plan which is a legal document. As such the referral to previous applications such as the golf course development is out of context and not relevant.

Objection 4.2.2

The intended purchase, and subdivision of "the road" will have the practical effect that a portion of beach area currently freely accessible by the general public will become private property, effectively reducing the area to which the public will have access. Should the applicant be permitted to proceed with the subdivision of "the Road" and the consolidation thereof with Erven 9 and 10 this would be totally contradictory to what has been envisaged by the Municipal Council of Swakopmund as depicted on ANNEXURE "D".

Response

- i. The concern about the potential reduction in publicly accessible beach area due to the subdivision of "the road" and its consolidation with Erven 9 and 10 is noted. However,

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it is important to acknowledge that the proposed development aligns with the goals of the Municipal Council of Swakopmund and the broader vision for the area.

- ii. The boutique hotel project is designed to enhance the existing environment without compromising public access to the beach. While the subdivision of “the road” will result in a portion becoming private property, the development plan includes provisions to ensure that public access to the beach remains unaffected.
- iii. Importantly, the Structure Plan allows for the sale and development of the additional land area for “tourism accommodation/mixed use” developments. This provision acknowledges the potential benefits of well planned hospitality developments, which can contribute positively to the area. The boutique hotel aligns with this aspect of the structure plan, ensuring that the development is both beneficial and consistent with the overall urban planning goals.

The intended subdivision of the Remainder of Portion 4 (a Portion of Portion B) Swakopmund Town and Townlands No 41 for consolidation with Erven 9 and 10 Vineta is in line with the development goals of the local authority

Objection 4.2.3

The Property Policy of the Swakopmund Municipality updated in October 2023, states 2 the following regarding the sale of Public Open Spaces:

*“Council does not sell land zoned “public open space”.
The only exception to this rule is corridors or public open spaces which have been identified as problem areas, i.e. areas where the adjoining neighbours and or Police have repeatedly complained about littering, vandalism, nuisance, criminal activities, alcohol and noise”.*

Response

- i. The portion to be sold is reserved as “Street closure” and not a public open space.
- ii. The sale of the “Street closure” area for consolidation with the abutting erven 9 and 10 Vineta is in line with approved Council policy as per Structure Plan 2020 – 2040.
- iii. The sale of the land has been approved by the Minister of Urban and Rural Development, as confirmed in the letter dated 16 July 2024.

The sale of the land has been approved by the Minister: MURD. This application deals with the subdivision, rezoning and consolidation as set out in more detail in the letter of application as submitted to the Swakopmund Municipality vide SPC application dated 20 May 2024.

Objection 4.2.4

“Public Open Space” is defined in the Swakopmund Town Planning Amendment Scheme as follows:

"Public Open Space means any land used or reserved in this Scheme for use by the public as an open space, park, garden, playground, recreation ground or square".

This statement is not disputed but the relevance of this statement is questioned as the area under discussion is in fact reserved as "Street Closure" as depicted under Figure 4 B of this response letter.

Objection 4.2.5

Although "the road" is not zoned as public open space the use thereof corresponds in all respect to that of an area zoned as "public open space". The portion of land on which "the road" is located is not distinguishable from the remainder of the public open space/beach area and forms an integral whole with the latter. The intention of said Property Policy is clearly that Municipal property which is being used by the public for the purposes set out in the definition of "Public Open Space" should not lightly be subdivided and sold.

Response

- i. Even if it were acknowledged that "the road" may have been used historically in a manner similar to public open space, it is important to note that it is not officially zoned as such.
- ii. The Swakopmund Town Planning Amendment Scheme No 12, vide Clause 3.2(iii) reads that: *"Where any piece of land which was previously street or a public open space vested in or owned by the Council is closed and transferred to an abutting owner, such a piece of land shall be deemed to fall into the same use zone and sub zone as those into which the abutting land owned by such owner falls."*
- iii. Also see response under Objection 4.2.3 above.

The sale of the "Street Closure" land portions falls in line with the proposals made by Fig 86 of the Swakopmund Structure Plan and responds to the objectives set out by the same plan it needs to be noted that this application is based on approved guidelines and planning objectives and is not sold as result of a "lightly" taken decision.

- c. **Ad point 3.3 - The fact that the application is not in line with the proposals made in the Swakopmund Structure Plan 2020-20404 approved by the Ministry of Urban and Rural Development:**

GENERAL NOTE ON GROUND 4.3:

Before dealing with the concerns raised under this "Ground" we would like to state that we dispute the correctness of "Ground Point 3.3" of the collective objection and place on record that this statement is misleading and not true. Figures 85 and 86 clearly demonstrate that the Structure Plan, as approved by the Minister, MURD and as gazetted is in support of the application as submitted for approval with the Swakopmund Municipality vide SPC application dated 20 May 2024.

It should be further noted that points 4.3.1.1 – 4.3.1.7 as set out in the objection by Van Rensburg Associates have not been disputed as these are sections copied and pasted from the Swakopmund Structure Plan 2020 – 2040. As such this are not regarded as objections.

Objection 4.3.3.1

The people of Swakopmund should have equal and continuous access to the Swakopmund coastline and river being public open spaces

Response

- i. The hotel development can be designed to blend in with the garden and the beach walks which will ensure continued public access.
- ii. By integrating the public spaces into the hotel design the community continues to enjoy access to green spaces while benefiting from the economic boost that a high-end hotel brings.
- iii. The construction of an upmarket hotel creates jobs, supports local businesses, and increases tourism, which will collectively enhance the overall economy of Swakopmund. A portion of the revenue generated can be reinvested in maintaining and improving public parks and recreational facilities, ensuring that the community's needs are met.

Public access to the beach area, although being altered in front of Erven 9 and 10 Vineta, will not be compromised.

Objection 4.3.3.2

It is important that privatisation of these areas be strictly prohibited

Response

- i. The Swakopmund Structure Plan 2020-2040, as approved by the Ministry of Urban and Rural Development (MURD) and as gazetted in the Government Gazette No 7869 on 01 August 2022, vide Figure 86 (pg 101) encourages owners of Erven 5 to 18 Vineta to obtain ownership of the space in front of the sea-facing side (west of the properties) up to the "proclaimed town boundary if used for tourism accommodation / mixed use purpose."
- ii. The area to be subdivided falls within the Swakopmund Townlands and not within the beach area.
- iii. *The objectors should take note that it would be an infringement of our clients' rights if they are not allowed to proceed with the proposed development.*

The proposed purchase of land as well as the proposed development is in line with the Swakopmund Structure Plan.

Objection 4.3.3.3

The development of new erven aimed for the development of private residences closer to the shoreline within open areas where opportunities could be identified for residential infill should not be supported by the local authority. As such the existing urban edge from the Swakop confluence up to the salt pan area should be fixed and not compromised on.

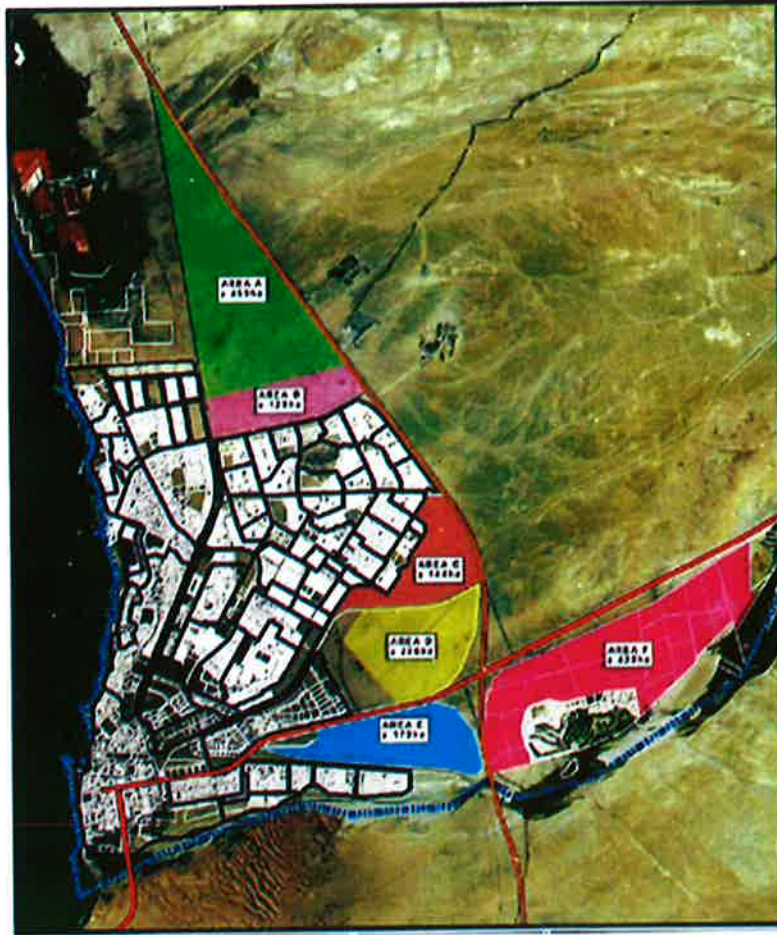
Response

- i. The Swakopmund Structure Plan as approved by the Minister of Urban and Rural Development has identified areas for infill development. No residential infill is proposed closer to the shoreline within open areas.
- ii. The same Structure Plan under section 6.8.3, states that:

"The area utilized by the Swakopmund Salt Works, inclusive of the aquaculture developments do not only plan an important function in the eco-system but hold the potential to be integrated into northern urban edge of Swakopmund. The undulating east to west ridge located just to the north of the recently planned and formalised new residential area can accommodate an upmarket and unique residential edge where the backsides of the houses would face into the prominent south-westerly winds while the north facing sides would be north facing and will capitalize from magnificent view over the salt pans and its associated birdlife.

The currently underutilized aquafarming facility could be transformed into a tourism and public node with view onto the Salt Pan Wetland and the coastline effectively terminating the urban sprawl in a northerly direction".

Figure 9: Areas identified for urban infill as per Figure 8 of the Swakopmund Structure Plan



The concern raised that this application would lead to residential infill which should not be supported by the local authority is not applicable as the Structure Plan 2020 – 2040 does indicate that the existing properties can be expanded up to the townlands boundary. It is thus once again emphasized that this application is in line with the recommendations of the Swakopmund Structure Plan 2020 -2040.

Objection 4.3.3.4

The beach area in general belongs to everyone and is and should remain a public open space without any restrictions. It should not be reserved and accessible only for exclusive use by some elite persons or organisations.

Response

- i. It is important to take note that access to the beach will remain open to the public via the Riesle Street as well as along the existing two main walkways, both of which fall outside the area to be purchased from the local authority.
- ii. The upmarket hotel which is located within the existing Townlands area. The development will be integrated into the urban environment in a way that minimises spatial and visual impact, will not infringe on the beach area which is located to the west of the Townlands boundary; which is then referred to as the beach area (See Figure 86 of the Swakopmund Structure Plan 2020 – 2024).
- iii. This application does not infringe on the beach area. Access to the beach area, inclusive of the park area developed within the beach area, will remain accessible to the public.

This objection is misleading and irrelevant to this application.

Objection 4.3.5.1

Although “the road” is technically not part of the public open space stretching from erven 9 and 10 towards the ocean it has been treated as such for time immemorial. The subdivision of “the road” and privatisation of a portion thereof for commercial purposes (the construction of a hotel) will practically encroach upon this area, diminish the area available to the general public for recreation purposes and create a dangerous precedent, in that the Municipal Council of Swakopmund will with great difficulty in future be able to justify the refusal to sell other portions of “the road”, or of other portions of Municipal land adjacent to the sea board for that matter to prospective developers.

Response

This objection is of a repetitive nature as such, kindly refer to the response under objections 4.1.15; 4.3.3.2 and 4.5.2

Objection 4.3.5.2

Attempts are being made to privatize a portion of the Swakopmund seashore which will, if successful, have the effect that the free and unhindered access by the members of the public will be restricted. The purpose of the application is to eventually construct an upmarket boutique hotel only accessible by a very small, privileged section of the population who will predominantly be foreigners. The local population of Swakopmund and the general public will not benefit by this project at all, save possibly as far as employment opportunities and an inflow of money is concerned. This cannot however be done at the expense of existing established rights.

Response

This objection is of a repetitive nature as such, kindly refer to the response under objections 4.3.3.1 and 4.3.3.2.

Objection 4.3.5.3

The intended project is not in line with the improvements which the SSP suggests could be constructed along the seashore and in this open space. Not only is no mention made of a hotel but the nature of the suggested improvements are largely seasonal or semi-permanent, with a restaurant being the largest immovable structure that is mentioned.

Response

This objection is of a repetitive nature as such, kindly refer to the General note made to the response made to the "Grounds" under 4.3 as well as to responds under objections 4.3.3.1 and 4.3.3.2.

Objection 4.3.5.4

The applicant, if being permitted to do what it applies for, will, in contravention of the SSP, "compromise the existing urban edge between the Swakop river and the salt pans" which will, in creating a precedent, render the guidelines created by the SSP useless.

Response

This objection is of a repetitive nature, as such kindly refer to the response under objection 4.3.3.3.

Objection 4.3.5.5

The beach area, which is regarded as belonging to everyone, will, should the application be successful, have the effect that it "be reserved and accessible only for exclusive use by some elite persons or organisations" which is in direct contrast to what is suggested in the SSP should not be done.

Response

This objection is of a repetitive nature, as such kindly refer to the response under objection 4.3.3.1; 4.3.3.2 and 4.3.3.4.

Objection 4.3.5.6

It is clear from the SSP that no suggestions are made regarding the low density single residential nature of the zone in question and that the SSP in fact recommends that this area remain as is and that the nature thereof not be disturbed. This is confirmed by ANNEXURES "E" and "F" attached hereto. Should the application be successful the intended

project will radically and permanently change the existing nature of the area in question, in that a large property with commercial rights will be created amidst single residential properties. The value of properties in this area will lose value as a result of such a project.

Response

This objection is of a repetitive nature as such, kindly refer to the response made to the "Grounds" under 4.3 and to the responds made under objections 4.1.2; 4.1.10;4.1.11;4.1.12 and 4.1.15.

Objection 4.3.6

It is in the light of the above denied, as alleged in the Stubenrauch application, that "the proposed development aligns seamlessly with the Swakopmund Structure Plan 2020-2040" or that the envisioned Boutique Hotel, in the location earmarked for its construction, will adhere to the strategic vision for Swakopmund¹³ and it is reiterated that the proposed development attempts to achieve something which is clearly not recommended in the SSP. The SSP does not anywhere, relating to the Shoreline Precinct, and specifically the zone in which Erven 1 - 18 is located, as alleged in the Stubenrauch application¹⁴ "... emphasizes the harmonious integration of a hotel or mixed use buildings along the coastal line..."

Response

This objection is of a repetitive nature as such, kindly refer to the responds made under objection 4.1.1; 4.1.2, 4.1.10, Figure 4 and 5 of this response letter as well as Figure 85 and Figure 86 of the Swakopmund Structure Plan 2020 - 2040.

Objection 4.3.7

It is furthermore denied, as alleged in the Stubenrauch application, that the development will "...maintain and enhance public access to the beach ..."15. The public currently have unhindered access to the beach. The development will be of an upmarket nature, utilised only by wealthy individuals to the exclusion of the majority of beach goers and the general public. It will have the exact opposite effect, restricting access to the beach by the general public by reserving a portion of the beach front for its own purposes.

Response

This objection is of a repetitive nature as such, kindly refer to the responds made under objection 4.2.2 and 4.3.3.1.

- d. **Ad point 3.4 - The fact that the Municipal Council of Swakopmund is not empowered in terms of the Local Authorities Act 23 of 1992 (hereinafter referred to as "the LAA") to close a street for purposes of selling the same;**

Section 50 (1) (b) of the LAA stipulates the following: " A local authority council may, subject to such terms and conditions as may be determined by the local authority council, let or grant the right to use temporarily, any public place or part of a public place or any street or portion of a street closed in terms of paragraph (a) to any person for any period during the period in which it is so closed"

It is submitted that the LAA does not permit the Municipal Council of Swakopmund to consent to the subdivision of any street or portion thereof with the aim of selling the same.

Response

- i. The Remainder of Portion 4 (a Portion of Portion B) Swakopmund Town and Townlands No. 41 is to be permanently closed off as a street in line with the Local Authorities Act, 1992 (Act No. 23 of 1992) and subdivided in line with the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).
- ii. Section 50(1)(ii) of the Local Authorities Act, 1992 (Act No 23 of 1992) states the following: A Local Authority may temporary or permanently close any street or any portion of a street for any particular class of traffic for any purpose which in its opinion requires it to be so closed. As such a local authority can apply for the permanent closure of a street or public open space subject to following correct procedures and further subject to obtaining approval from the Minister: MURD.
- iii. The subdivision of the Remainder of Portion 4 (a portion of Portion B) Swakopmund Town and Townlands No. 41 may be subdivided taking into consideration Section 88 and Section 89 of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018). Sections 88 and Sections 89 of the Urban and Regional Planning Act, 2018 state the Conditions to be considered when undertaking a Subdivision. These conditions were clearly considered under section 8 of the application dated 20 May 2024 as submitted to the Municipality of Swakopmund.
- iv. The Swakopmund Town Planning Amendment Scheme No 15, vide Clause 3.2(iii) permits the subdivision and closure of street or public open space vested in or owned by the council in terms of Clause 3.1 of said scheme. According to Clause 3.1, Table A the affected land portion is reserved as "Closed Street".

This objection is misleading

- e. **Ad point 3.5 - The fact that the neighbourhood in which the applicant intends to do its development is not suitable in terms of the existing infrastructure to accommodate such development;**

Objection 4.5.1

It is acknowledged by the applicant in the Stubenrauch application¹⁷ that the proposed development will probably cause an increase in traffic volumes. Mention is made of a "well-thought-out traffic management plan" to address this problem. There is no solution to the increased traffic volumes which will be caused by such a development. The road feeding the properties 1 - 18 (First Avenue, and to an extent Fischreiher Avenue) is a single lane road which cannot be expanded, and which was not designed to carry traffic for commercial purposes. Increased traffic will cause increased noise levels which would, in addition to what is stated above, negatively affect the existing right of our clients to live in a quiet, peaceful residential neighbourhood. Increased traffic volumes will also cause the properties of our clients to lose market value.

Response

The statement made in the objection that First Avenue is a single lane road is incorrect.

- i. As can be taken from the Google image below this section of First Avenue is a four-lane road which is capable of handling the additional traffic load.
- ii. As demonstrated earlier in Table 2 and 3 (see Objection 4.1.2) the development of the boutique hotel will introduce limited additional car movement into First Avenue. This increase will be insignificant and will not negatively impact on the general traffic volumes making use of First Avenue which is a scenic coastal route.
- v. The traffic calming measures introduced along this coastal road encourages motorists to rather make use of Welwitschia Road which is a dual carriageway designed to accommodate larger traffic volumes. Patrons residing at the boutique hotel will thus have the option to make use of either First Avenue or Welwitschia Road via Vrede Rede Avenue which will spread traffic generated by the hotel.
- vi. Boutique hotel properties are, usually, occupied at 50-75% on average throughout the year. Assuming that the boutique hotel will have approximately 14 suites (just an estimation and subject to change, as the project is still in planning), and accepting a high occupancy rate of 70%, this will mean an average of 10 rooms occupied. If the guests from these 10 rooms each drive in and out once per day, this would result in 20 trips. This is negligible compared to the current traffic volume.
- vii. It can be reasonably expected that hotel guests will not leave the hotel between 08h30 and 10h00 in the morning and entering the hotel premises between 14h00 and 19h00 during afternoon times. As such these movements will not be within peak traffic hours nor during night times when residents either want to make use of First Avenue or then being at home in the evening.
- viii. It is envisaged that the hotel will provide guests with complimentary bicycles to either enjoy the town on bicycle or then explore the town on foot, which will further reduce traffic.

Figure 10: Aerial Image depicting that First Avenue is a four-lane road



The additional traffic generation, over and above the traffic generated by developing upmarket residences on Erven 9 and 10 respectively will be insignificant and will not impact on the capacity of either First Avenue or Vrede Rede Avenue.

Objection 4.5.2

The proposed development will undoubtedly ensure that its guests are secure. A large number of well to do guests, of which a substantial percentage will be tourists, will however attract criminals to the area who intend profiting from this new potential source of wealth. This will increase criminal activity in the neighbourhood, something which the applicant will not be able to do (and in all likelihood be unwilling to do) anything about.

Response

- i. The proposed development is an upmarket hotel which will mean that the owners will prioritize the safety of their guests. This could mean the introduction of surveillance cameras or the employment of security services to guard the properties of the patron

of the upmarket hotel. Through these services alone, employment will be created for the locals of Swakopmund as well as the provision of a safe environment.

- ii. The statement made that the hotel "... will increase criminal activity in the neighbourhood, something which the applicant will not be able to do (and in all likelihood be unwilling to do) anything about." is speculative and is objected to.

The hotel development will prioritize the security of their guests and premises which will have a positive impact on the security of the surrounding neighbourhood as well as public surveillance and security measures installed will deter criminals. It is further put forward that an argument of such nature is speculative and totally uncalled for when evaluating rezoning applications.

Objection 4.5.3

Parking space is extremely limited in the particular area and will not be adequate for both guests of the hotel, its personnel and the general public who attends to the beach zone.

Response

- i. The Swakopmund Zoning Scheme stipulates how many on-site parking spaces must be provided, and the building plans must clearly indicate these.
- ii. The open space between Erven 8 and 9 Vineta can be developed and landscaped into a secure and aesthetically pleasing public parking space which then compliments the two larger public parking areas located to the west of First Avenue, on the western extension of Scultetus and Vrede Rede Avenues.
- iii. The hotel management would consider introducing a transport service for employees which will reduce on-site parking being taken up by employees. As such this concern can be considered relatively minor and can be mitigated.

The Swakopmund Town Planning Scheme sets a parking requirement that each development should meet before the approval of building plans. As such, the Municipality of Swakopmund will see to it that sufficient parking is provided and is in line with their Zoning Scheme before the building plans of the proposed development has been approved.

Objection 4.5.4

The existing sewer line will not be capable of accommodating the additional burden placed upon it by an accommodation establishment and will have to be replaced and moved at great cost (reference photo 7).

Response

- i. It is important to note that modern urban planning and development practices account for such infrastructure needs. While this may involve some costs, it is a

standard procedure in ensuring that all infrastructure supports new developments effectively.

- ii. A local authority can levy a Compensation fee (also referred to a Betterment Fee). These fees are to be used by the local authority to upgrade the municipal service network to such standard that there will meet increased demand.
- iii. The applicant will appoint a consulting engineering firm who will be tasked to assess the existing infrastructure installation and to come forth with recommendations as to how the existing infrastructure is to be upgraded/managed. If needed the developer will contribute to upgrading costs.

This concern will be dealt with by the municipal engineering department when making the final recommendation to Council or then once the engineering investigation report has been received.

Objection 4.5.5

The 11KV underground electricity supply cable in the road reserve will have to be removed and relocated at great cost (reference photo 8)

Response

- i. Should the need arise, the underground electricity supply cable located within the so called and former road reserve can be re-routed. Additionally, if rerouting is not required, our client could register a power line servitude in favour of Erongored over the consolidated property.

Development applications submitted to the local authority are distributed to all relevant service divisions to ensure that all inputs are considered and that no objections are raised by any service division.

6. EVALUATION

The objector recorded numerous points for consideration, some of which are of repetitive nature, others can be mitigated while some are irrelevant as the objector has failed to correctly interpret the recommendations and design guidelines of the Coastal Precinct (Fig 85 and 86) for the coastal and development intent of the Swakopmund Structure Plan 2020 – 2024.

After having scrutinized the objections listed and having put forward reasoning why the objections are either not valid, can be mitigated or then are regulated by the Swakopmund Zoning Scheme and the Swakopmund Structure Plan, both of which are legal documents, we are confident in advising the Swakopmund Municipal Council to set the objections against the subdivision, street closure, rezoning and consolidation as applied for in the SPC application dated 20 May 2024 aside and support the application submitted in totality.

7. LEGAL PROCEDURE

According to Section 108 of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018) and Section 14 of the Regulations relating to the Urban and Regional Planning Act, 2018, the Local Authority must within 14 days of notification about the objection, decide whether to hold a hearing or simply overrule the objection.

Should the local authority decide to hold a hearing, it must determine the date, place and time for the hearing and the Chief Executive Officer of the local authority must give notification in writing, with reasonable time of notice to the applicant and the objector. The hearing is to be used as a platform at which the objector will state their case, which will be used by the local authority to make their decision regarding the proposed subdivision, permanent closure, rezoning and subdivision application on Erven 9 and 10 Vineta

Should the Municipality of Swakopmund decide to overrule the objection and recommend the application to the Urban and Regional Planning Board (URPB), the Chief Executive Officer must in terms of Section 109 (4) of the Urban and Regional Planning Act of 2018 (Act No. 5 of 2018) inform the objectors in writing about the decision taken by Council with regards to the application. Should the objector not be satisfied with Council's decision, they have a right to appeal to the Minister of Urban and Rural Development in terms of Section 110 of the Act. The appeal should be submitted within a period of 21 working days from the date the objector is notified about Council's decision to appeal.

Kindly take note that our office will require a copy of the letters sent to the objectors as well as the Resolution and Minutes of the hearing as these must be submitted together with the application to the Urban and Regional Planning Board.

Further take note that according to Section 15 of the Regulations relating to the Urban and Regional Planning Act, 2018, a Local Authority must make a recommendation on an application within 30 working days after conducting a hearing.

8. FOR COUNCIL RECOMMENDATION

It should be noted that the proposed development as set out in the application as submitted to the Municipality of Swakopmund vide SPC application dated 20 May 2024 is in line with the Swakopmund Structure Plan as approved and gazetted by the Minister of Urban and Rural Development as well as in line with the Swakopmund Zoning Scheme.

The following recommendation is herewith made:

1. That the objections submitted are to be turned down and that the rezoning and consent is approved;

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20 / 2024

- (ii) the erven have been advertised in terms of section 63 of the Local Authorities Act, Act 23 of 1992, as amended,
- (iii) ministerial consent is given from Ministry of Urban and Rural Development in terms of section 30 (1) (i) of the Local Authority's Act, (Act 23 of 1992), as amended, to sell the erven to the beneficiaries.
- (iv) the beneficiaries have settled the purchase price and/or made arrangements with banking institutions to settle the purchase price.
- (v) Upon registration of transfer of the property.

11.1.23 **AUDIENCE: MATSI INVESTMENT (PTY) LTD CANCELLATION OF DEVELOPMENT AGREEMENT FOR EXTENSION 13, MATUTURA**
 (C/M 2024/01/25 - 16/1/4/2/1/14) CO: P
GM: CS&HC

RESOLVED:

- (a) That Council takes note of the presentation by Matsi Investment (Pty) Ltd with regards to the cancellation of the development agreement.
- (b) That Council remains with Council's decision passed on 12 December 2023 under item 11.1.28 approving the cancellation of the development agreement with Matsi Investment (Pty) Ltd for the development of Extension 13, Matutura.

11.1.24 **RESUBMISSION: PURCHASE OF A PORTION OF RE / PORTION 4 BEHIND ERVEN 9 AND 10 VINETA**
 (C/M 2024/01/25 - V 9, V 10) CO: P
GM: CS&HC

RESOLVED:

- (a) That Council conditionally accepts the application by Stubenrauch Planning Consultants Town Regional Planner on behalf of Lumeris Investments Seventeen CC to purchase a portion of Re/ Portion 4 measuring approximately 1 483m² located to the west of Erven 9 and 10, Vineta for consolidation with Erven 9 & 10, Vineta with the following conditions:
 - (i) That the purchase price for the street portion of Re/ Portion 4 be determined at N\$4 000.00/m².
 - (ii) That the 10m height restriction be a special condition for approval.
 - (iii) That Vehicle access shall be limited from 1st Ave only.
 - (iv) That final approval shall only be granted after all comments and objections are received.
- (b) 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.

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21 / 2024

(c) That Council's Standard Conditions of sale by private treaty be applied:

- (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 subsequent to the issuing of a Surveyor-General approved diagram for the subdivided portion 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.*
- (vi) 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).*
- (vii) 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.*
- (xvi) The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof by the purchaser.*
- (xiv) That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.*
- (xv) That the purchaser provides the registration documentation of the entity and that the shareholders / members must be cautioned that*

Ordinary Council Meeting - 25 January 2024

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22 / 2024

the shareholders / members remain the same until the transfer is completed and they have complied with all conditions of sale.

- (d) That once approval is obtained, the applicant appoints professional services providers to attend to all the required statutory processes with reference to the closure as street, subdivision and consolidation at their cost.**

Ref No: **V9 & V10**

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✉ swkmun@swkmun.com.na

📍 P.O. Box 53 Swakopmund, Namibia

📧 swkmun@swkmun.com.na

Enquiries: **Mr A Benjamin**

17 June 2024

The Executive Director
Ministry of Urban and Rural Development
P O Box 13289
WINDHOEK

✉ emgende@murd.gov.na

Attention: **Ms E M Gende/ Mr J Ishila**

Dear Sir/ Madam

SALE OF A PORTION OF ROAD DE RE/ PORTION 4, VINETA TO LUMERIS INVESTMENTS SEVENTEEN CC

The above subject refers.

1. **Introduction**

Ministerial approval is herewith applied for in terms of section 63 read together with section 30 (1) (t) of the Local Authorities Act (Act 23 of 1992), as amended to:

- ☛ proceed with the sale of a portion of Road De Re/ Portion 4, Vineta to Lumeris Investments Seventeen CC (hereinafter referred to as Lumeris) as approved by Council on 25 January 2024, item 11.1.24.

The duly approved Council Minutes are attached as Annexure "A".

The intended sale was published under Notice 45/2024 (Annexure B) as required in terms of section 63 of the Local Authorities Act (Act 23 of 1992), as amended. No objections were received by the closing date, 04 June 2024. However, after the closing date for objection on 14 June 2024, a letter was received from Van Rensburg Associates on behalf of the owners of properties in the surrounding area objecting to the sale.

The letter of Van Rensburg Associates was acknowledged, and they were informed that the objections for the sale closed on 04 June 2024. They can only object against the subdivision and consolidation when it is advertised, by the appointed Town Planner.



Attachments:

Annexure "A"	Application by Lumeris to purchase a portion of Road De Re/ Portion 4, Vineta
Annexure "B"	Council's signed minutes passed on 25 January 2024 , item 11.1.24
Annexure "C"	Publication of Notice 45/2024
Annexure "D"	A map indicating the location of a portion of Road De Re/ Portion 4, Vineta
Annexure "E"	Letter of Van Rensburg Associates dated 14 June 2024

2. **Background**

An application dated **29 March 2023** was received from Stubentrauch Planning Consultants Town and Regional Planners on behalf of Lumeris (owner of Erven 9 and 10, Vineta) to purchase a portion of Road De Re / Portion 4 (measuring 1 483m²) located behind Erven 9 and 10, Vineta.

Road De is an unused road adjacent to the beach area. The portion is currently used as public garden although it was initially designed for the road purpose to separate the town boundary from the beach.

Lumeris intends to purchase the subject portion in order to consolidate it with Erven 9 and 10, Vineta and rezone the consolidated erf to 'General Business' in order to develop a 5- star boutique hotel.

The proposed development will not block public access to the beach area as there is an open space right next to the erven that will give the public access to reach the beach. According to the applicant, an additional public parking area will be developed in Riesle street adjacent to Erf 9, Vineta.

The Structure Plan provides that the public open space of the coastline precinct allows possible extension of an erf up to the proclaimed town boundary if used for tourism accommodation / mixed use.

After assessed the proposed development, the General Manager: Engineering & Planning Services confirmed that they have no objection to the proposed development as it is in line with the Structure Plan 2020 – 2040.

Although the applicant proposed to rezone the consolidated erf from "Single Residential" to "General Business", the proposed rezoning was not approved by Council hence the applicant will therefore be required to submit their application for rezoning for Council consideration.

3. **Application to the Honourable Minister of Urban and Rural Development**

The approval of the Honourable Minister of Urban and Rural Development is hereby sought in terms of section 63 read together with section 30 (1) (t) of the Local Authorities Act (Act 23 of 1992) to proceed with the sale of a portion of Road De Re/ Portion 4, Vineta to Lumeris Investments Seventeen CC (hereinafter referred to as Lumeris) as approved by Council on **25 January 2024**, item 11.1.24.

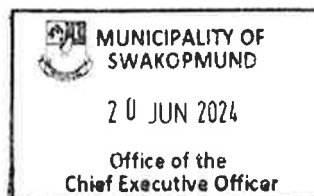
For any further enquiries, please do not hesitate to contact the undersigned at 064-410 4100.

Yours faithfully,


Mr A Benjamin
 Chief Executive Officer

/ms





S



VAN RENSBURG ASSOCIATES

ATTORNEYS | NOTARY | VALUATOR

Address: 61, Strand Building | Tobias Haiyeka Street | P.O. Box 61, Swakopmund, Namibia

Our reference/Ons Verwysing

VR/diana/100090

14 June 2024

The Chief Executive Officer
Municipal Council of Swakopmund
P.O. Box 53
SWAKOPMUND

ATT: MRS M SHEEHAMA

Dear Madam

RE: SALE OF A PORTION OF ROAD DE RE / PORTION 4 VINETA, SWAKOPMUND

1. We refer to the above matter and confirm acting on behalf of the following persons who are the owners and/or authorised representatives of the properties indicated next to their names, who intends lodging an objection to the intended sale by yourselves of a portion of Road Re De / Portion 4, Vineta, Swakopmund to Lumeris Investments Seventeen cc:

1.1	Moira Ruziecki	Erf 3
1.2	JM Visser Trust -	Erf 6
1.3	Dr Nils Koch -	Erf 7
1.4	John Gerber -	Erf 8
1.5	John & Sonja Hopkins -	Erf 11
1.6	Koos & Riana Brandt -	Erf 13
1.7	Wolfgang Reith -	Erf 14
1.8	Graswereld Trust -	Erf 15
1.9	T Ertank & L Roets -	Erf 16
1.10	H Ertank Family Trust -	Erf 17
1.11	T Ertank & L Roets -	Erf 18
1.12	Karin da Silva -	Erf 32
1.13	Nelle Redman -	Erf 35
1.14	Ellen Prinsloo -	Erf 37
1.15	AF Noelle -	Erf 39
1.16	Vera Leech -	Erf 44
1.17	E Kotze -	Erf 64

Christiaan Christoffel Jansen Van Rensburg (B.A., LL.B., Solicitor-At-Law)
assisted by Jennifer Elizabeth Greeff (B.A., LL.B., FSWJ)

Email: admin@vanrensburgassociates.com

Tel: +264 - 64 - 405 343 / 405 133 | Fax: +264 - 64 - 404 727 / 088 650 9933

1st Floor-Am Strand Building | Tobias Haiyeka Street
P.O. Box 61, Swakopmund, Namibia

19.03.06.9 ✓

V9

V10



1.18	Caroline Pajewski -	Erf 65
1.19	Pieter Koep -	Erf 963
1.20	Thomas Raith -	Erf 1537

2. The single residential erven along the beach front of which 9 & 10 forms part of a prime upmarket single residential neighbourhood consisting of properties which have been purchased by our clients who are owners / representatives of the owners thereof for exactly this purpose, to wit the fact that they intend residing on said properties. A premium has been paid by most of them due to the location of said properties which are located in a pure residential neighbourhood. Should a hotel be constructed on a consolidated portion of land consisting of the consolidated erven 9, 10 and Portion 4 Vineta this will change the pure residential nature of the neighbourhood which change will negatively affect the tranquil nature thereof which our clients have paid for and are entitled to enjoy. A hotel will necessarily bring about changes to the environment amongst others increased activity of guests, noise and an increase in traffic.

3. The purchase of a portion of "Road De Re" / Portion 4 Vineta will create a precedent in that your Council will have difficulty in refusing the sale of further portions thereof in future to other property owners located adjacent to this "Road" as the current applicant has managed to purchase the same from yourselves. Upon closer scrutiny it transpires that Road De Re / Portion 4 currently forms part of a general recreational / beach area that are accessible by the public and which is located to the West of the properties located along First Avenue, between said properties and the Ocean. Gardens have been developed on portions of this area and there is no semblance of a road as such at all. Your Council has in fact constructed paved walkways in the direct vicinity of this road which is being used for recreational purposes by members of the public amongst others for purposes of walking dogs and jogging.

4. Extension of Erven 9 & 10 Vineta towards the Western side (and the Ocean) will necessarily negatively impact on the rights of the properties in the vicinity of Erven 9 & 10 Vineta amongst others as the existing sea view enjoyed by said properties (which is probably the most important factor in determining the high price that said properties attain in the open market) will be impeded by a boutique hotel which the Applicant intends constructing on the consolidated property. Many of the properties in the vicinity of Erven 9 & 10 are gradually being improved and renovated thereby not only increasing the value of said properties but the popularity of this neighbourhood. This general improvement of the neighbourhood directly benefits your Council by not only improving the popularity of the town and attracting property owner of financial means, but also through the fact that you are entitled to collect increased amounts of property tax on such (higher valued) properties to the benefit of all residents.

We would in the light of the above be pleased to hear from you.

Yours faithfully
VAN RENSBURG ASSOCIATES

Per: C van Rensburg



Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: J. Ishila (Mr.)
Tel: (+264+61) 297-5200
Fax: (+264+61) 297-5305

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

Our Ref.: 14/14/1/S2
Your Ref. V9 & V10

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

Dear Mr. Benjamin,

SALE OF A PORTION OF ROAD DE RE/PORZION 4, VINETA TO LUMERIS INVESTMENTS SEVENTEEN CC

Your letter dated 17 June 2024 has reference.

The Honourable Minister has, in terms of Section 30 (1) (t) read together with Section 63 (2) (b) of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended granted approval to the Swakopmund Municipal Council to sell the immovable property listed below, subject to the condition of the Council Resolution taken at the Ordinary meeting of the 25 January 2024 under item 11.1.24.

Applicant	Property	Size (m ²)	Land Use	Price (N\$)
Messrs Lumeris Investments Seventeen cc	A Portion of the Road De Re/Portion 4, Vineta, Swakopmund	1 483	For Consolidation with Erf 9 and 10, zoned Single Residential	5 932 000.00

Yours Sincerely,


 NCHIBIRUA DANIEL
 EXECUTIVE DIRECTOR



11.1.12

OUTCOME OF THE CLOSED BID SALE OF 06 DECEMBER 2024

- 1. 1 X ERF ZONED "GENERAL RESIDENTIAL", ERF 368, EXTENSION 1, MILE 4**
- 2. 8 X ERVEN ZONED "SINGLE RESIDENTIAL", EXTENSION 1, MILE 4**
(C/M 2025/01/30 - 16/1/4/2/1/8, M4E 368)

Ordinary Management Committee Meeting of 16 January 2025, Addendum **10.1** page **03** refers.

A. This item was submitted to the Management Committee for consideration:**1. INTRODUCTION**

On **30 November 2017**, under item 11.1.24, the Council resolved to sell the erven located in Extension 1, Mile 4, through closed bid sales in various batches.

On **06 December 2024**, a closed bid sale was held of 1 erf zoned "General Residential" and 8 erven zoned "Single Residential". The purpose of this submission is to report on the outcome of this recent closed bid sale and the statistics of these sales since the initial sales during 2017.

2. OUTCOME OF THE CLOSED BID SALE

Below is the outcome of the closed bid sale:

2.1 General Residential Erf

Number of Erven	:	1	
Number of Bidders	:	24	
Upset Price / m ²	:	N\$	500.00
Purchase Price / m ²	:	N\$	1 196.00
Total Income	:	N\$	3 301 001.00

2.2 Single Residential Erven

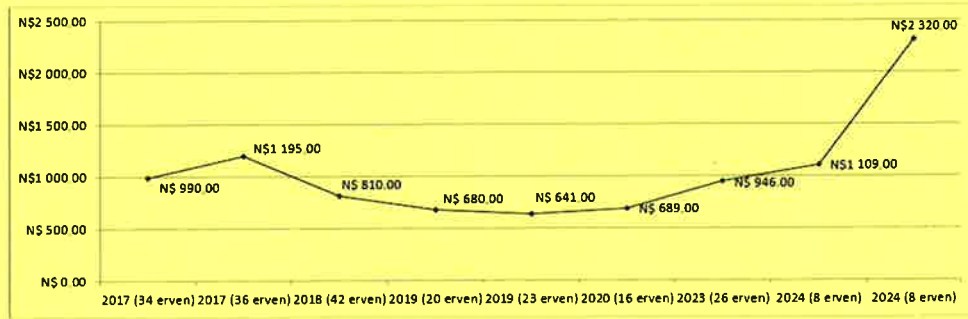
Number of Erven	:	8	
Number of Bidders	:	168	
Upset Price / m ²	:	N\$	500.00
Purchase Price / m ²	:	N\$	2 320.00
Total Income	:	N\$	18 262 036.00

2.3 Total Expected Income by 07 April 2025 : N\$21 563 037.00

3. COMPARISON AND STATISTICS

3.1 Below is a comparison with previous sales in the vicinity for the erven zoned "Single Residential" since 2017.

Even though also only 8 erven were on offer for the sale of **19 July 2024** a steep/sharp increase is noted in the per square metre price obtained for the sale of the 8 erven on **06 December 2024** (see graph below):



3.2 A further comparison with previous sales of Erven zoned "single residential" with a **SEA VIEW**.

Although Erf 409 only has partial sea frontage it can be compared to the per square metre prices obtained in the past for the seafront erven for which sales were held on 15 December 2017 and 02 February 2018.

Erf Number	Erf Size	Purchase Price	Average / m ²
302	973	N\$ 2 800 000.00	N\$ 2 877.70
305	1 402	N\$ 3 000 000.00	N\$ 2 139.80
306	1 078	N\$ 3 280 000.00	N\$ 3 042.67
307	1 317	N\$ 3 553 000.00	N\$ 2 698.00
309	1 111	N\$ 3 512 677.00	N\$ 3 161.73



The above averages amount to **N\$ 2 745.00 / m²**.
 Erf 409 with partial sea view sold for **N\$ 5 950.00 / m²**.

Erf 408 is the only seafront erf available for sale in Extension 1, Mile 4.

4. **REPEAL OF COUNCIL'S DECISION PASSED ON 24 FEBRUARY 2022 UNDER ITEM 11.1.2 WITH REGARD TO ERF 368, EXTENSION 1, MILE 4**

On **24 February 2022** under item 11.1.2, Council passed among others the following decision with regard to the erven zoned "general residential":

- "(d) That Council remains with its previous decisions in terms whereof the following two erven are reserved for future sale:
- Erf 342
 - Erf 368"

Seeing that Erf 368 was sold on **06 December 2024**, it is necessary to repeal the above decision resulting in only Erf 342 being available for future sale by closed bid.

5. **ERVEN RESERVED FOR SALE DURING 2025 LOCATED IN EXTENSION 14, SWAKOPMUND AND EXTENSION 1, MILE 4**

9 x "Single Residential" remain available; Erven 372, 373, 375, 381, 383, 384, 394, 396, and 408 (sea front)
 2 x "General Residential" remain available; Erven 342 and 4910.

The graph reflecting the flow of the per square meter prices obtained might be influenced by the marketing of the first phase of Erven located in Extension 2, Mile 4 by Swakopmund Ombundu Investments (Pty) Ltd.

6. **INCOME GENERATED SINCE 2017 FOR THE SALE OF ERVEN LOCATED IN EXTENSION 14 AND EXTENSION 1, MILE 4**

Below is the current income generated from the sale of Erven located in Extension 14, Swakopmund and Extension 1, Mile 4.

The services installations were financed by an external loan and the loan amounts include interest.

6.1 **Extension 1, Mile 4**

Township 102 single res erven
6 general res erven
1 x bus erf

Cost for Installation of Services Loan Amount	Income to Date	Breakdown of Income Generated to date	Erven Remaining
N\$ 22 652 255.00	N\$ 97 885 632.00 Excluding the expected income in the amount of N\$ 21 563 037.00 for the sale of 06 December 2024 which is due on 07 April 2025	<p>Single Residential</p> <p>34 erven – sale of Dec 17 = N\$ 27 930 793.00 36 erven – sale of Feb 18 = N\$ 34 833 163.00 15 erven – sale of April 23 = N\$ 16 939 423.00 08 erven – sale of Dec 24 = N\$ (07 April 2025)</p> <p>Gen Res erven</p> <p>Erf 343 = N\$ 3 244 676.00 Erf 366 = N\$ 2 300 000.00 Erf 367 = N\$ 3 074 400.00 Erf 406 = N\$ 5 050 000.00 Erf 368 = N\$ (07 April 2025)</p> <p>Business Erf</p> <p>Erf 365 = N\$ 4 513 177.00</p> <p>Total = N\$ 97 885 632.00</p>	8 single residential 1 general residential (Erf 342)

6.2 **Extension 14, Swakopmund**

Township 118 single res erven
3 general res erven
1 institutional

Cost for Installation of Services Loan Amount	Income to Date	Breakdown of Income Generated to date	Erven Remaining
N\$ 26 996 478.00	N\$ 70 978 333.00	<p>Single Residential</p> <p>42 sale of Dec 18 =N\$ 21 047 399.00 18 sale of Oct 19 =N\$ 8 976 503.00 23 sale of Dec 19 =N\$ 12 528 856.00 Erf 5002 parking = N\$ 938 900.00 16 sale of Nov 20 =N\$ 9 567 021.00 11 sale of Apr 23 =N\$ 7 848 253.00 8 sale of Jul 24 = N\$ 4 384 200.00 (as on 06 Dec)</p> <p>Gen Res Erven</p> <p>4908 = N\$ 1 625 601.00 4909 = N\$ 4 061 600.00</p> <p>Total = N\$ 70 978 333.00</p>	0 single residential 1 general residential (Erf 4910)

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

RECOMMENDED:

(a) That the Management Committee takes note of:

(i) the outcome of the closed bid sale of 06 December 2024 for the sale of 8 erven zoned "Single Residential" and 1 erf zoned "General Residential" located in Extension 1, Mile 4;

(ii) that the expected income in the amount of N\$21 563 037.00 is due on 07 April 2025;

(iii) the per square metre prices obtained for the various closed bid sales held since 2017;

(iv) the erven reserved for a future closed bid sale:

9 x "Single Residential" remain available; Erven 372, 373, 375, 381, 383, 384, 394, 396, and 408 (sea front)

2 x "General Residential" remain available; Erven 342 and 4910.

(v) the income generated from the closed bid sales for which the services installations were financed by external loan:

1. Extension 1, Mile 4

Loan Amount : N\$22 652 255.00

Income Generated : N\$97 885 632.00

2. Extension 14, Swakopmund

Loan Amount : N\$26 996 478.00

Income Generated : N\$70 978 333.00

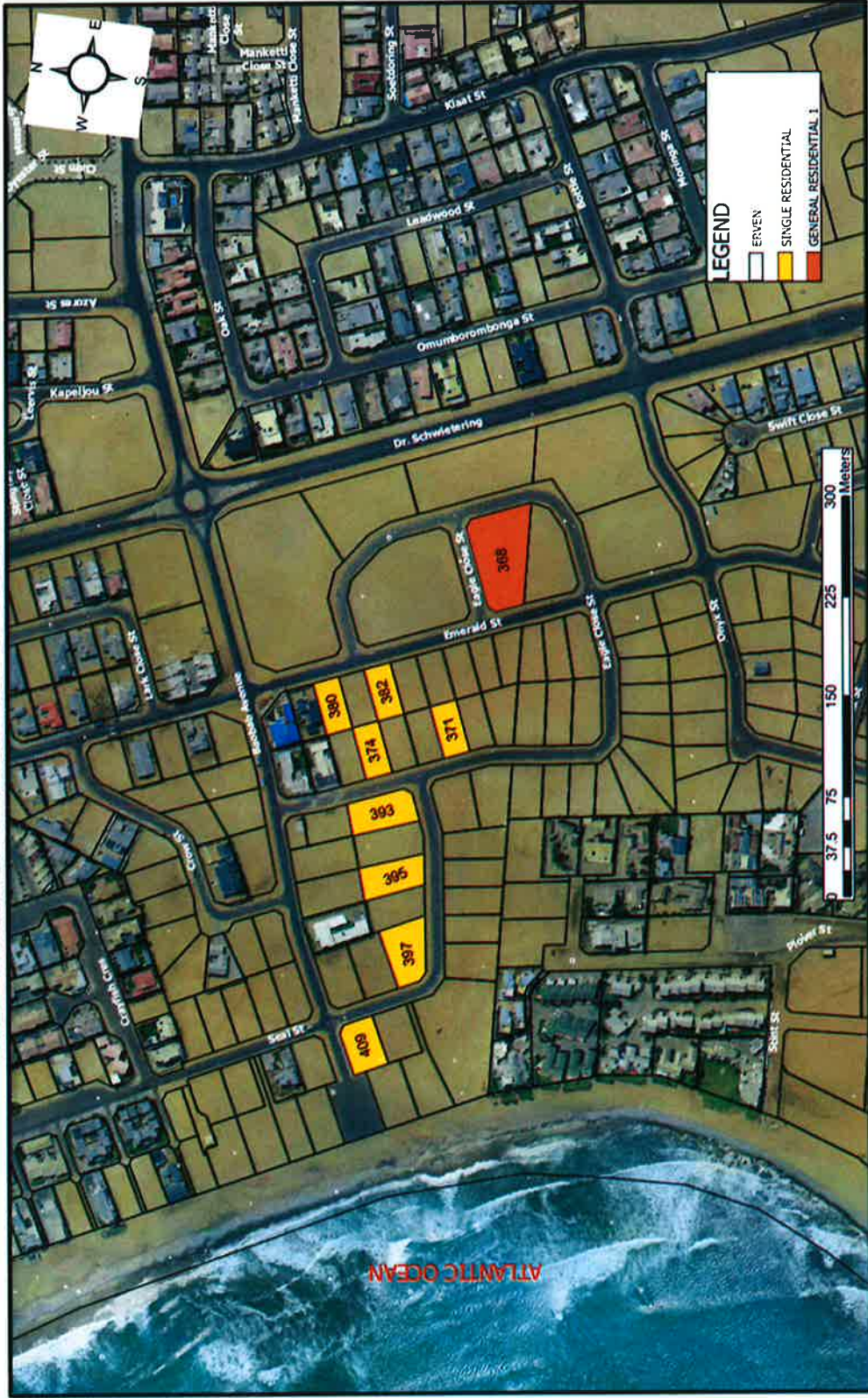
(b) That Council takes note that Erf 368, Extension 1, Mile 4 zoned "General Residential" was sold on 06 December 2024 and is therefore no longer reserved for future sale as resolved by Council on 24 February 2022 under item 11.1.2:

"(d) That Council remains with its previous decisions in terms whereof the following two erven are reserved for future sale:

- Erf 342
- Erf 368"

(c) Therefore as Erven zoned "General Residential" only Erf 342, Extension 1, Mile 4 remains available for future sale together with Erf 4910, Extension 14.

MYL4 EXTENSION 1 ERVEN SALE 06 DECEMBER 2024



Municipality of Matieland
Department of Planning and Property Services
Map Date: August 2024



11.1.13

TANGENI SHILONGO NAMIBIA: APPLICATION FOR ADDITIONAL LAND

- 1. A PORTION OF ERF 9821, EXTENSION 38, SWAKOPMUND**
- 2. ERF 8570, EXTENSION 31, SWAKOPMUND**
- 3. ERF 9223, EXTENSION 34, SWAKOPMUND**

(C/M 2025/01/30 - Erf 9821, Swk; Erf 8570, Swk; Erf 9223, Swk)

Ordinary Management Committee Meeting of 16 January 2025, Addendum **10.2** page **08** refers.

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

1. Purpose

The purpose of this submission is to consider the allocation of additional land to **Tangeni Shilongo Namibia** (hereinafter TSN), an educational institution (non-profit-association Inc. established under Section 21, Registration Number: 21/2021/0266) offering educational and social upliftment on various levels.

*Although TSN applies for the land, ownership will be registered in **Werner Erkes Foundation (T 174/2024)** the donor, but all projects will be implemented by TSN. Attached as **Annexure "A"** is the Trust Deed of Werner Erkes Foundation (T 174/2024).*

Important Information.

Their application for additional land is based on the overwhelming demand for their educational contributions to the community by offering the first free private school "Open Doors Education Centre (ODEC)" and their track record of prompt development and ongoing implementation of their intended projects to the benefit of the lower income communities.

TSN has unlimited access to international donor funding from the Werner Erkes Foundation (T 174/2024) for the execution of their educational ventures.

TSN has successfully constructed and operates state-of-the-art educational facilities on the following two erven:

1.1	Erf 9104 1 886m ²	On 29 April 2021 under item 11.1.2 Council allocated Erf 9104, Swakopmund to TSN after inviting development proposals for the subject erf. N\$20 million was invested in the construction and establishment of the facility. It is an Open Doors Education Centre which includes an ECD-centre and a primary school is operating on this erf. A map indicating the location of Erf 9104 is attached as Annexure "B" .
1.2	Erf 8159 2 020m ²	On 24 May 2022 under item 11.1.24, Council approved the cession of Erf 8159, Swakopmund from DRC School Project & Community Centre to TSN. N\$20 million was invested in the construction and establishment of the facility. It is an Open Doors Education Centre which includes an ECD-centre and a secondary school will be operating on this erf. A map indicating the location of Erf 8159, Swakopmund is attached as Annexure "C" .

The sizes of both the above erven are relatively small to accommodate expansion of the existing facilities.

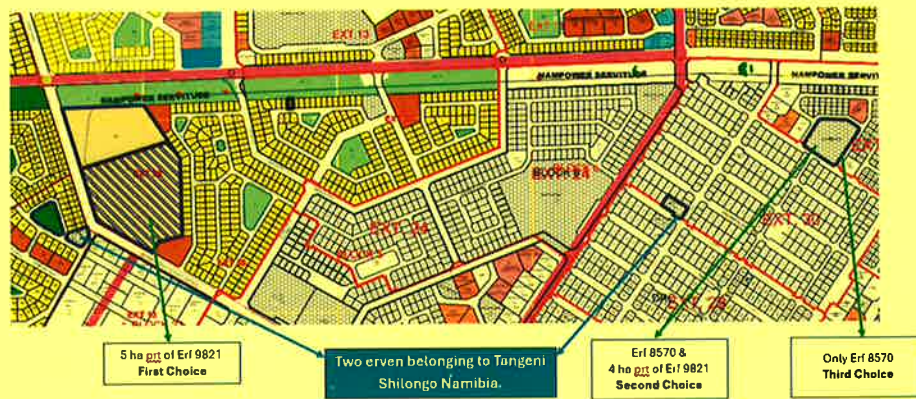
2. **Introduction**

In order to have a holistic overview of the various portions of land applied for based on their requirements and priority development, combined and or in the alternative, this submission deals with all three applications summarized below. To simplify the coordination of the various applications, please see the priorities indicated by TSN under **point 3 below**.

☞ Each of the portions of land will be discussed in detail under **point 4 below**.

2.1	A Portion of Erf 9821, Ext 38, Swk	An application dated 05 February 2024 was received from TSN listing various options of land they applied to acquire. A detailed reply dated 04 March 2024 was addressed to TSN (Annexure "D"). In a letter dated 17 August 2024 and an e-mail dated 13 September 2024 , TSN expressed their intention to construct an educational park measuring <u>approximately 5 ha</u> in the vicinity of their Erf 9104 (ODEC), proposing a portion of Erf 9821 (the letter is attached as Annexure "E" and a map indicating the location of Erf 9821, Swakopmund is attached as Annexure "F").
2.2	Erf 8570, Ext 31, Swk	At an internal Project Implementation Meeting held on 07 November 2024 it was proposed to offer TSN Erf 8570, Extension 31 (<u>1,0652 ha</u>) zoned "institutional" and located to the east of Erf 8443 on which the Police Station in DRC is being constructed. A map indicating the location of this erf is attached as Annexure "G" . On 28 November 2024 , TSN expressed their interest in acquiring Erf 8570, Swakopmund and attached a copy of the "Education Park" concept. It is also confirmed that the purchaser will be the Werner Erkes Foundation (T 174/2024) as the trust is the main donor of TSN (Annexure "H").
2.3	Erf 9223, Extension 34, Swakopmund	On 18 November 2024 , another application was received from TSN to use Erf 9223, Extension 34, Swakopmund (zoned POS) as sporting facilities for Erf 9104 (Annexure "I"). The location of Erf 9223, Swakopmund in relation to Erf 9104 (ODEC), Swakopmund is indicated in Annexure "B" . This application can be abandoned should a portion of land on Erf 9821, Extension 38, Swakopmund be allocated to TSN.

A map indicating the location of the subject erven in blue:



3. **Prioritizing of Land Applications by TSN**

Mr Volkan Sazli, Founder and Director of TSN confirmed that the ideal size required by them to construct an educational park (see **Annexure "H"**) is approximately 5 ha.

Therefore the following options can be considered as prioritized by TSN:

- 3.1 To only allocate a portion of land measuring approximately 5 ha located on Erf 9821, Extension 38, Swakopmund. TSN appointed Omamanya Geotechnical Consultants to conduct an initial Geotechnical Report as the mentioned erf was previously used as a dumping site. It was confirmed that this erf is safe and suitable for the construction of the intended education park and vocational training centre.
- 3.2 To allocate a portion of land measuring approximately 4 ha located on Erf 9821 and Erf 8570, Swakopmund which will combinedly measure approximately 5 ha.
- 3.3 In both above instances the application for Erf 9223 can be abandoned as the sporting facilities will then be constructed on Erf 9821, Swakopmund.
- 3.4 If Council is only amicable to allocate Erf 8570, Swakopmund, the use of Erf 9223, Swakopmund must be considered to cater as sporting facilities for the adjacent Erf 9104 (ODEC).

4. **Discussion of the Various Portions of Land Applied for**

4.1 **A Portion of Erf 9821, Extension 38, Swakopmund (see Annexures "E" and "F")**

Purchasing a portion of land measuring approximately 5 ha located on Erf 9821 is TSN's first choice of acquiring land.

Erf 9821, Ext 38, Swakopmund is excluded from the development agreement entered into with Gheron Building Construction (Pty) Ltd under clause 5.1.1:

and the connection of the respective networks and/or systems as referred to in the preceding clauses to the existing (or Upgraded, as the case may be) bulk services infrastructure. The expression ".... of each and every erf of the Township" in this clause 5.5.1 shall be construed as excluding Erf 9821 of the Township for purposes of the development obligation resting on the Developer in terms of this Agreement.

In terms of CRT 1466/2020 Erf 9821 is zoned Public Open Space and in terms of GP 221 the size of the erf measures 8.0255 ha.

As per **Annexure "E"** (the application letter dated **17 August 2024**) TSN has N\$150 million available and intends to offer learners vocational training in addition to school education. With the successful completion of year 11, graduates acquire a dual qualification. The training will be registered with the Namibia Training Authority and accredited. TSN intends to help young people make the transition into the world of work to counteract the academization craze.

TSN want to create an educational park and vocational training centre on a large site as explained on page 2 of **Annexure "E"**.

They accordingly apply to purchase a portion of land measuring approximately 5 ha of Erf 9821, Extension 38, Swakopmund.

Erf 9821 is located on the old rubbish dump site and TSN attached an initial report from Omamanya Laboratory Services & Geotechnical Consultants (on file) confirming that the land is suitable for their intended development.

Should Council opt to sell a portion of land measuring 5 ha located on Erf 9821 measuring 8 ha, TSN will be responsible for all statutory requirements such as an Environmental Impact Assessment, closure as public open space and subdivision.

In addition, the current average cost for servicing land in the area amounts to approximately N\$ 250.00/m². As the purchaser **Werner Erkes Foundation (T 174/2024)** is a trust, a purchase price of 50% of the development costs will be charged as purchase price, i.e. N\$ 125.00 x 50 000m² = N\$ 6 250 000.00.

As explained under point 4.2 below, should Council opt to sell 4 ha of Erf 9821 and Erf 8570 the purchase price for the portion of Erf 9821 will be N\$125.00 x 40 000 = N\$ 5 000 000.00.

The income generated from the sale can be used for services installations to the portion whilst Council decides on the future use for the remaining portion of Erf 9821.

4.2 **Erf 8570, Extension 31, Swakopmund (institutional) (see Annexure "G")**

As stated under point 3.2 above, TSN's second choice is to be allocated a portion of land measuring approximately 4 ha located on Erf 9821 and Erf 8570, Swakopmund which will combine measure approximately 5 ha.

At a Project Implementation meeting held on **07 November 2024** the possibility of considering the allocation of Erf 8750, Extension 31, Swakopmund to Tangeni Shilongo was discussed.

Erf 8750 measures 1.0652 ha (10 652m²) in extent (GP 189).

Engineering and Planning Services confirmed in a memo dated **05 October 2022** that the cost for installation of services to Erf 8570 amounts to N\$ 125.00/m² and that the Erf is not occupied for informal households.

Therefore the purchase price for this option will be:

4.2.1	A portion of Erf 9821, i.e. N\$125.00 x 40 000	=	N\$5 000 000.00.
4.2.2	Erf 8750, i.e. N\$62.50 x 10 652	=	N\$665 750.00
	Total		N\$5 665 750.00

For ease of reference, a Police Station is being constructed on Erf 8443 located to the west of the subject Erf.

In both above instances, the application for Erf 9223 can be abandoned as the sporting facilities will then be constructed on Erf 9821, Swakopmund.

If Council is only amicable to allocate Erf 8570, Swakopmund, the use of Erf 9223, Swakopmund can be considered to cater as sporting facilities for the adjacent Erf 9104 (ODEC).

If the sale of Erf 8570, Extension 31, Swakopmund is considered, the following resolutions with specific reference to the subject erf must be repealed:

Council's resolution passed on **28 May 2020** under item 11.1.13, point (e):

“(e) That Council offers available vacant institutional erven to interested institutions subject to development agreements.”

Council's resolution passed on **25 February 2021** under item 11.1.8, point (c):

“(c) That development proposals be called for the erven zoned “Institutional” subject to the conditions prescribed in Council's Property Policy.”

4.3 **Erf 9223, Extension 34, Swakopmund (POS) (see Annexures “B” and “I”)**

As stated above, Council can consider the sale of a portion of land measuring 5 ha located on Erf 9821, Swakopmund or the sale of a portion of land measuring 4 ha located on Erf 9821 and Erf 8570, Swakopmund.

In both these instances the application for the public open space, Erf 9223, Swakopmund will be abandoned.

Should Council opt to only sell Erf 8570, Swakopmund to the Werner Erkes Foundation (T 174/2024), a separate submission will be compiled for the use of Erf 9223, Swakopmund (**Annexure “I”**).

5. **Conditions and Purchase Price**

Council's standard conditions of sale for land zoned “institutional” to non-profit entities will apply which is attached as **Annexure “J”**.

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

RECOMMENDED:

- (a) That Council takes note of the successful construction and implementation of the first free private school Open Doors Education Centre concepts on Erf 9104, Swakopmund and Erf 8159, Swakopmund by Tangeni Shilongo Namibia.
- (b) That Council takes note of the application by Tangeni Shilongo Namibia dated 17 August 2024 for an additional portion of land measuring approximately 5 ha located on Erf 9821, Extension 38 Swakopmund for the construction and implementation of an education park and vocational training centre.
- (c) That Council considers the alternative allocation of land based on the preference confirmed by Tangeni Shilongo Namibia as follows:
- (i) ***To only allocate a portion of land measuring approximately 5 ha located on Erf 9821, Extension 38, Swakopmund.***
1. *Tangeni Shilongo Namibia appointed Omamanya Geotechnical Consultants to conduct an initial Geotechnical Report as the mentioned erf was previously used as a dumping site. It was confirmed that this erf is safe and suitable for the construction of the intended education park and vocational training centre.*
 2. *The purchase price based on 50% of the development cost currently at an average cost of N\$250.00/m² is N\$125.00/m² x 50 000m² = N\$ 6 250 000.00*
 3. *The purchaser of the erf will be the Werner Erkes Foundation (T 174/2024).*
 4. *That Werner Erkes Foundation (T 174/2024) be responsible for the appointment of a geotechnical consultants to confirm the suitability of the erf for their proposed development, attend to an environmental assessment, attend to the closure of the portion of the erf as Public Open Space, the subdivision and rezoning of the portion of land.*
 5. *That Engineering & Planning Section determines the most suitable location of the 5 ha portion of land located in relation to Erf 9104, Swakopmund.*
 6. *That all costs be for the account of Werner Erkes Foundation.*
 7. *That the standard conditions contained in Council's Property Policy for the sale of land to institutions attached as Annexure "J" be applicable.*
 8. *That the requirements of the Local Authorities Act, Act 23 of 1992, as amended be complied with.*
 9. *That Council decides on the future use of the remaining portion of Erf 9821, Swakopmund, for instance, housing based on the outcome of a geotechnical report.*
- (f) That should Council favourably consider the sale of Erf 8570, Swakopmund under either or points (c) (ii) and (e) above, the following Council decisions with specific reference to the subject erf be repealed:
- Council's resolution passed on 28 May 2020 under item 11.1.13, point (e):*
- "(e) That Council offers available vacant institutional erven to interested institutions subject to development agreements."*
- Council's resolution passed on 25 February 2021 under item 11.1.8, point (c):*
- "(c) That development proposals be called for the erven zoned "Institutional" subject to the conditions prescribed in Council's Property Policy."*
-

Tangeni Shilongo Namibia
P.O. Box 676 – 13001 Swakopmund

Municipality of Swakopmund
 Attn.: Chief Executive Officer
 Mr. Alfeus Benjamin
 Swakopmund



20th January 2025

ACKNOWLEDGEMENT OF THE OFFER TO PURCHASE ERF 9821, EXT. 38, MATUTURA

Dear Chief Executive Officer,

The abovementioned refers:

- a) Tangeni Shilongo Namibia (TSN) has expressed interest in purchasing 5 hectares (50,000 m²) of land located at the site commonly referred to as the “Old Rubbish Dump,” designated as Erf 9821 in Ext. 38. This site is opposite the OPEN DOORS Education Centre (ODEC) on Erf 9104 in Ext. 34, Swakopmund. The purpose of the acquisition is to expand educational offerings, including the establishment of a vocational secondary school, vocational training centre, agricultural centre, entrepreneurship centre, sports facilities, and more. This interest was formally communicated via email to the Municipality of Swakopmund on August 17, 2024.
- b) The Management Committee reviewed our application on Thursday, 16 January 2025.
- c) We hereby confirm in writing our continued preference to acquire 5 hectares of the land identified as Erf 9821 in Ext. 38. Furthermore, we accept the subsidized purchase price proposed to the Council, which is based on 50% of the cost of the installation of services.
- d) The purchaser, in this case, will be the Werner Erkes Foundation, registered with the Master of the High Court under Trust No. T 174/2024. Werner Erkes is the primary donor of Tangeni Shilongo Namibia (TSN), both led by Volkan Sazli & Theresa Rhode.

We are looking forward reading from you!

Mr. Volkan Sazli
 Founder & Director of
 The Non-Profit Association
 Tangeni Shilongo Namibia



Mail: info@tashna.de

Web: www.tashna.de



Tangeni Shilongo Namibia
 Non-Profit-Association Inc. Under Section 21
 Registration Number: 21/2021/0266

Trust Deed of Werner Erkes Foundation.



REPUBLIC OF NAMIBIA

MINISTRY OF JUSTICE

Tel: +264 811 500 230

www.mojc.moj.na

MASTER OF THE HIGH COURT

Private Bag 13190

WINDHOEK

Enquiries: **RAZIKUA KAVIUA**

Your ref:

Approval Date: **21 NOVEMBER 2024**

Messer:
ETZOLD - DUVENHAGE
P.O. BOX 320
WINDHOEK
NAMIBIA

Sir/Madam,

Trust Name: **WERNER ERKES FOUNDATION, No.: T 174/2024**

The above Trust and your letter dated **07 AUGUST 2024** bears reference.

I enclose herewith the following document as requested by you

- 1. Copies
- 2. Power of Attorney/ Endorsement
- 3. Original Trust Certificate
- 4. Other _____

Yours faithfully

A handwritten signature in black ink, appearing to be 'R. Kaviua', written over a horizontal line.

MASTER OF THE HIGH COURT



REPUBLIC OF NAMIBIA

MINISTRY OF JUSTICE

MASTER OF THE HIGH COURT

TRUST CERTIFICATE

(Issued in terms of the TRUST ADMINISTRATION ACT 11 OF 2023)

NO.: T 174/2024

I CERTIFY that the trust known as: **“WERNER ERKES FOUNDATION”**

Constituted under **TRUST DEED** dated **19 JULY 2024**

Protocol No: has been registered in my office.

I FURTHER CERTIFY that the Trustees of this Trust, viz:

- 1. WERNER JOSEF ERKES**
- 2. VOLKAN SAZLI**
- 3. THERESE RHODE**
- 4. MARIA MAGANO ELAGO**

have not been called upon to furnish security ~~have furnished security~~ to my satisfaction in terms of section 13(1) (b) of Act 11 of 2023.

A handwritten signature in black ink, appearing to be 'M. J. ...', written over a horizontal line.

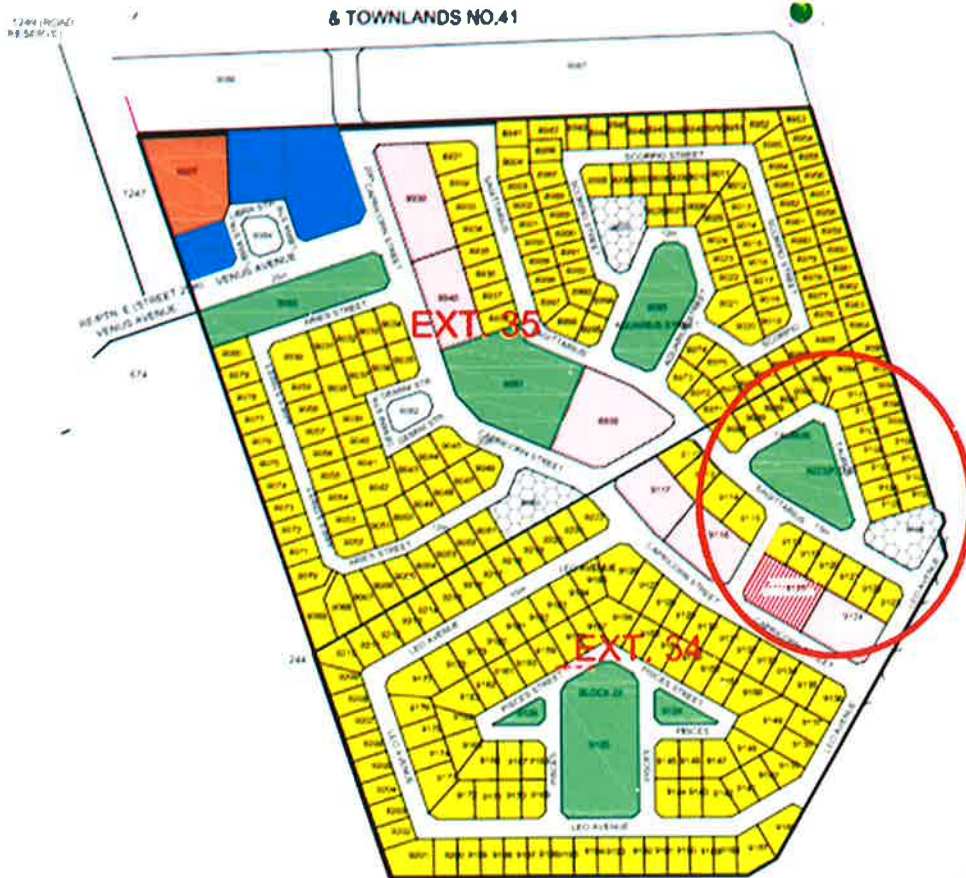
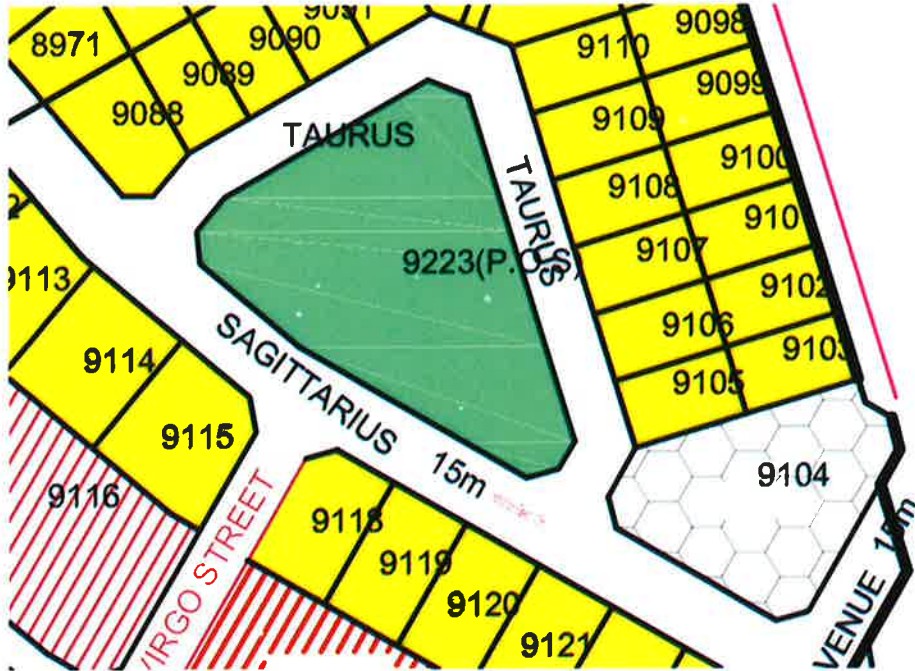
MASTER OF THE HIGH COURT

4. Objective of the Trust

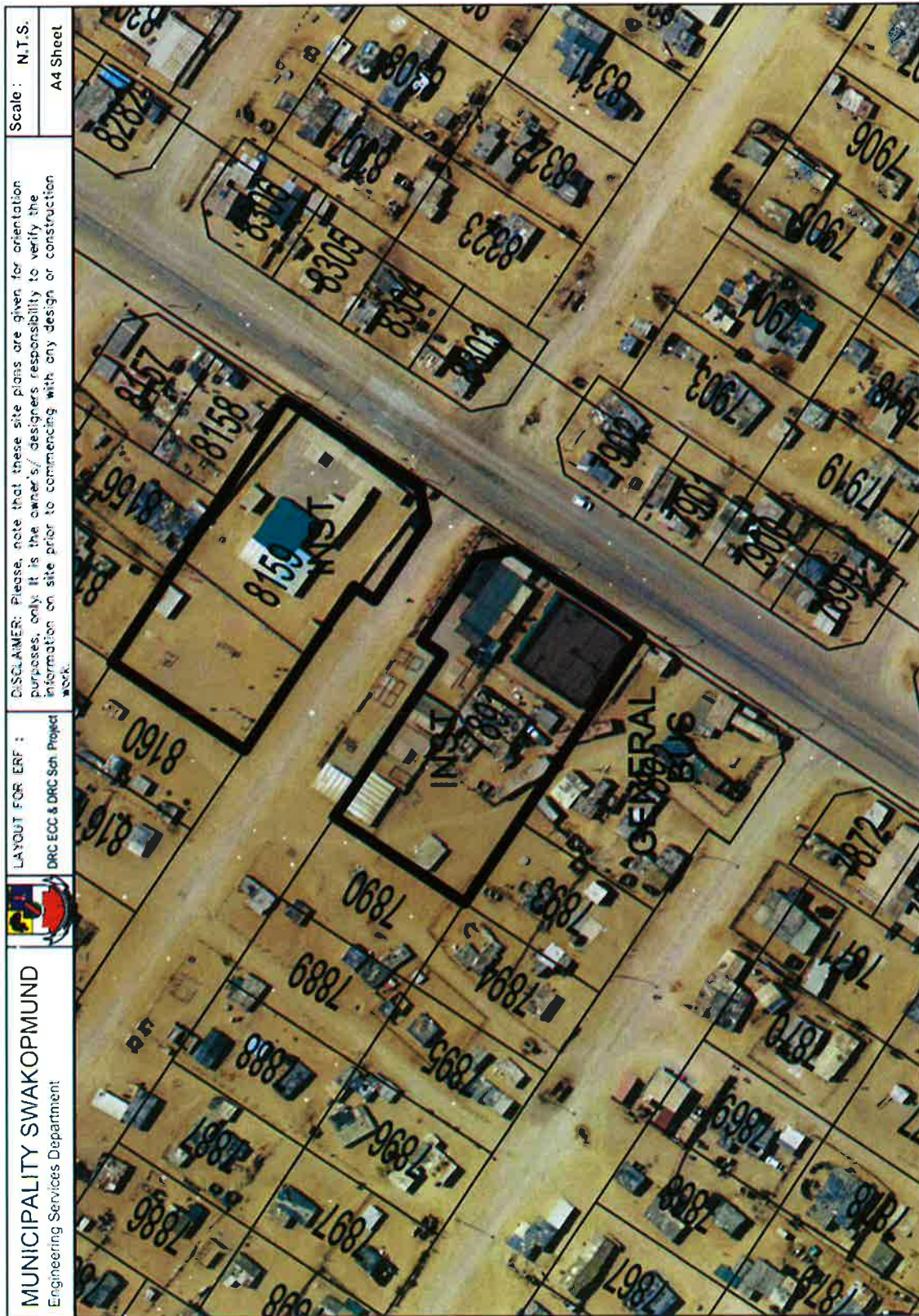
- 4.1 The aims and objectives for which the Trust has been created shall be, *inter alia*, the promotion of the following:
- 4.1.1 general education, national education and professional education including student support;
 - 4.1.2 young people's welfare;
 - 4.1.3 international attitudes, tolerance in all spheres of culture and international understanding;
 - 4.1.4 development cooperation.
- 4.2 The Trust may also provide idealistic and financial support for other tax privileged entities, public law corporations or foreign entities for the purpose of idealistically and financially supporting and pursuing the purposes referred to in par. 4.1.
- 4.3 The non-profit purposes and charitable purposes are achieved, in particular, by: -
- 4.3.1 Supporting regional, national and international tax-privileged entities engaged in family upbringing and/or institutional education for socially disadvantaged persons and by giving people a chance to reduce their social grievances by supporting educational programs.
 - 4.3.2 Supporting persons in need by providing free or affordable access to and participation in educational programs with the aim of reducing their social grievances.
- 4.4 The Trust is expressly allowed to: -
- 4.4.1 Assign a part of its funds to another tax-privileged entity or to a legal entity under public law for tax-privileged purposes.
 - 4.4.2 Make available its workforce to other persons, enterprises, organisations or a legal entity under public law for tax-privileged purposes.
 - 4.4.3 Make available premises belonging to it to another tax-privileged entity or to a legal entity under public law for tax-privileged purposes.
-

ANNEXURE "B"

Erf 9104, Extension 34, Swakopmund (1 886m²) zoned "institutional"
Erf 9223, Extension 34, Swakopmund zoned "Public Open Space"



Erf 8159, Extension 30, Swakopmund (2 020m²) zoned "Institutional"



Detailed reply to the application by TSN (their letter dated 05 February 2024), reply dated 04 March 2024

**16/1/4/2/1/14; Erf 9104, Erf 9124 and Erf 8159, Swakopmund
Tangeni Shilongo Namibia (SharePoint Items 16266 & 16295)**

From: Stephny Bruwer <sbruwer@swkmun.com.na>
Sent: Monday, March 4, 2024 11:50 AM
To: Volcan Sazli <volkan@tashna.de>
Cc: Andre Plaatjie <aplaatjie@swkmun.com.na>; Aina Uushona <auushona@swkmun.com.na>; Vilho Kaulinge <vkaulinge@swkmun.com.na>; Michelle Uwites <muwites@swkmun.com.na>; Oscar Homateni <ohomateni@swkmun.com.na>; Barbara Ramos Viegas <bramosviegas@swkmun.com.na>; Fredrik Namukwambi <fnamukwambi@swkmun.com.na>; Clarence McClune <cmcclune@swkmun.com.na>; Ndiili Gustaf <ngustaf@swkmun.com.na>; Margaret Sheehama <msheehama@swkmun.com.na>
Subject: Tangeni Shilongo Namibia - Expression of Interest for Further Investment

Good Morning Mr Volcan Sazli

Your application received on **05 February 2024** is being assessed and attended to. In the meantime, please take note of the following information for each of your three applications:

1. With reference to your application for land opposite Erf 9104, Swakopmund for **large sport fields** – comments will be obtained from our Economic Development Department as they are responsible for the current and future planning of sport facilities. To the east of Erf 9104, a business zoned is being established, previously known as Block 23. Below map indicates the location of Erf 9104, the business zone to the east. Ext 38 is allocated to a private developer. Therefore, from this initial screening no large portion of land is available opposite Erf 9104 for sport fields.



Aerial photo of the above large erf zoned "institutional" – Erf 6423 being occupied by informal households:



3. With reference to your application for the allocation of various plots for staff housing, please take note of the following erven zoned "general residential" which will be offered for sale by closed bid on 19 April 2024 (please contact Ms Natasha Namukwambi at 4104215 in this regard):

*** / x erven zonea "general residential":**

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

	Erf No	Zoning	ac	Extension	Upset Price in N\$
1	4669	General Industrial	6 428	Ext 10 <u>Swak</u>	1 517 008.00
2	4873	General Industrial	7 403	Ext 10 <u>Swak</u>	1 747 098.00
3	4338	General Business	375	Re of Erf 138 <u>Mon</u>	219 650.00
4	4339	General Business	600	Re of Erf 138 <u>Mon</u>	229 200.00
5	254	General Residential 2 (1 250)	1 881	Ext 1 <u>Matutusa</u>	660 490.00
6	427	General Residential 2 ((1 250)	3 984	Ext 1 <u>Matutusa</u>	1 441 292.00
7	492	General Residential 2 (1 250)	1 385	Ext 1 <u>Matutusa</u>	501 051.00
8	493	General Residential 2 (1 250)	2 074	Ext 1 <u>Matutusa</u>	750 311.00
9	494	General Residential 2 (1 250)	1 633	Ext 1 <u>Matutusa</u>	590 770.00
10	511	General Residential 2 (1 250)	1 305	Ext 2 <u>Matutusa</u>	472 110.00
11	9124	General Residential 1 (1 100)	2 120	Ext 34 <u>Swak</u>	928 560.00

★ Please take note of the location of Erf 9124 to the south of Erf 9104.



Alternatively, please contact our Housing Section, Ms Barbara Ramos Viegas at 4104230 for more information re the various housing projects/schemes and the waiting list (approximately 22 000).

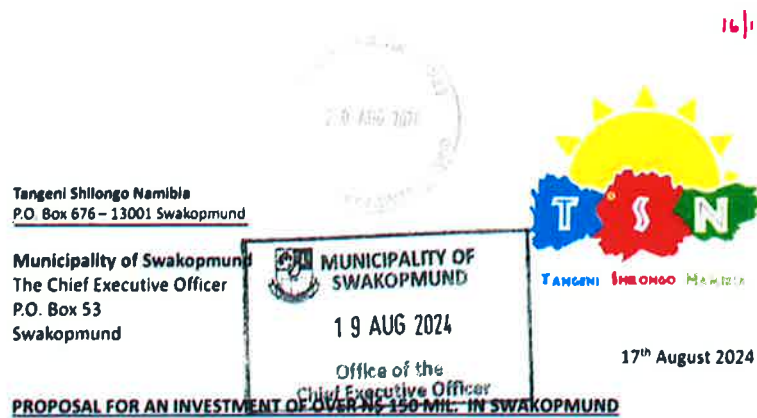
Once detailed information is acquired regarding the zonings and land planning in the vicinity of Erf 9104 and Erf 8159, Swakopmund an official reply will be drafted.

Kind regards

	STEPHNY BRUWER Corporate Officer: Property Corporate Services & Human Capital Municipality Swakopmund
	100 Namatjela Street & Daniel Kambo Avenue Swakopmund Office: +264 64 410 4212 Email: sbruver@swakmun.com.na www.swakmun.com.na

Application dated **17 August 2024.**

18



Dear Council members / To whom it may concern,

In my position as founder and director of *Tangeni Shilongo Namibia* (Non-Profit-Association Inc. Under Section 21), I am addressing you today on a matter of importance to me:

We have established the first free private school "OPEN DOORS Education Centre (ODEC)" in Swakopmund with an investment of over N\$ 20 Mil. and the creation of over 25 jobs, serving up to 250 children and youth daily. In July 2024, we started the construction of another school, the *DRC School Project & Community Centre* and are also investing another N\$ 25 Mil. However, the need for affordable, high-quality education and training is still in demand and our dreams are big - we aim to continue investing in education and further training in Swakopmund. Therefore, please allow us to make the following proposal:

We are already involved in the field of basic education by building the two forementioned schools in Swakopmund. These schools cater specifically for children and young adults from the informal settlement DRC (Democratic Resettlement Community). The aim is to expand our vision by offering classes from Grade 1 to Grade 11 across the board, but access to school for all is not necessarily the solution to ensure a successful platform and bright future for these youngsters.

In order to reduce the high unemployment rate among school leavers and enable a direct transition into the world of work or further education, we aim to offer our learners vocational training in addition to school education. With the successful completion of year 11, graduates acquire a dual qualification. The training will be registered with the Namibia Training Authority (NTA) and accredited by the National Qualification Authority (NQA).

TSN intends to help young people make the transition into the world of work to counteract the academization craze. Our various approaches combining Montessori Education and Vocational Training are united by the goal of establishing a new understanding of general human education. TSN aims to prepare learners holistically for life.



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Therefore, we would like to create an educational park in which we pursue precisely this goal. We want to establish a Vocational Training Centre (VTC) on a large site and provide training in the following areas: Agriculture, electrics, tourism, office management, carpentry and some more. In grade 8 and 9, the learners will receive comprehensive career guidance in all areas. They will then decide on a vocational field in which they will be trained in grade 10 and 11.

Professionals from the different trades, commerce and industry would ensure that theory and practice are closely interlinked. The students will also acquire life skills such as communication skills, reliability, perseverance and frustration tolerance, which are important for professional and personal success.

The education park will also house a kindergarten and a preschool, but these will be clearly separated from the VTC. While focusing on training, the facility will also provide opportunity and internal and external areas for leisure activities. The education park should be a place to be, a place like ODEC, which is why recreational areas such as seating and a huge sports field are very important.

In order to make this vision a reality, we require a large portion of land. We require about 5 hectares (50 000 m²) of land to implement our vision. This will allow us to serve nearly 1,800 children and youth daily with the following programs:

1. High School (grade 8 to 11) with specially equipped classrooms as well, like chemistry/physics and music. In total we want to build around 8-12 classrooms, as well as an administration block
2. Kindergarten & Pre-School with a large playground & indoor hall
3. Vocational Training Centre (VTC) with over 19 halls for training in various trades, as well as an administration block. This is part of the High School and its learners, as well as for external students
4. An open amphi-theatre, a big kitchen with a canteen, a library and a multi-purpose hall that can be used by the High School and the VTC
5. Multiple recreational areas, as well as an outdoor gym facility to be used by the public
6. An agricultural project on site to grow our own vegetables using hydroponic systems.
7. A large sports facility (soccer field) to be used by us and the public as well

Currently there are no erven available which is large enough to accommodate our envisioned project close to our existing schools. Ideally, we would like to acquire land across from the OPEN DOORS Education (ODEC) premises, which is situated on Erf 9104 in Ext. 34, Matutura. Therefore, we would like to make an offer to acquire a portion of Extension 38's Old Rubbish Dump.



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We know that the aquired piece of land is not for sale to investors yet, as it was previously used as a dumping site. We have therefore taken the liberty of appointing *Omamanya Geotechnical Consultants* to conduct an initial Geotechnical Report of Ext. 38. Dennis McDonald, a Civil Engineering Technical, and Filliphine Tashiya, a Geotechnician, came to the following conclusion after the inspection:

"The general disturbance of the Site related to the in situ disturbed heaps and dumped building rubble that covers most of the site does not impede on the development of any future sports facility or the construction of structural building(s)."

Kindly find attached the Visual Review Report for your consideration. We are happy to have this checked by another company if required by the Municipality of Swakopmund.

We have been working successfully with *Conrad Scheffer Architects* (situated in Walvis Bay) for years and have had our vision put on paper. We would like to share the sketches with you. You will also find them attached to this letter.

The estimated investment amounts to around NAD 150 Mil. Therefore, with this letter we request your consideration in accepting an offer for 5 hectares (50 000 m²) of the Old Rubbish Dump, Ext. 38 at a reasonable price that an NGO can afford. Please consider that we will take full responsibility for the cost to rehabilitate the land before we commence with any construction.

We already have a large amount of funding available from our generous investor situated in Germany, Werner Erkes Foundation, and therefore would like to secure a portion of land soonest. With your support, we can turn a former rubbish dumpsite into a "Wellspring of Life" for the future of our children in Namibia.

Kindly find attached the following documents next to this letter:

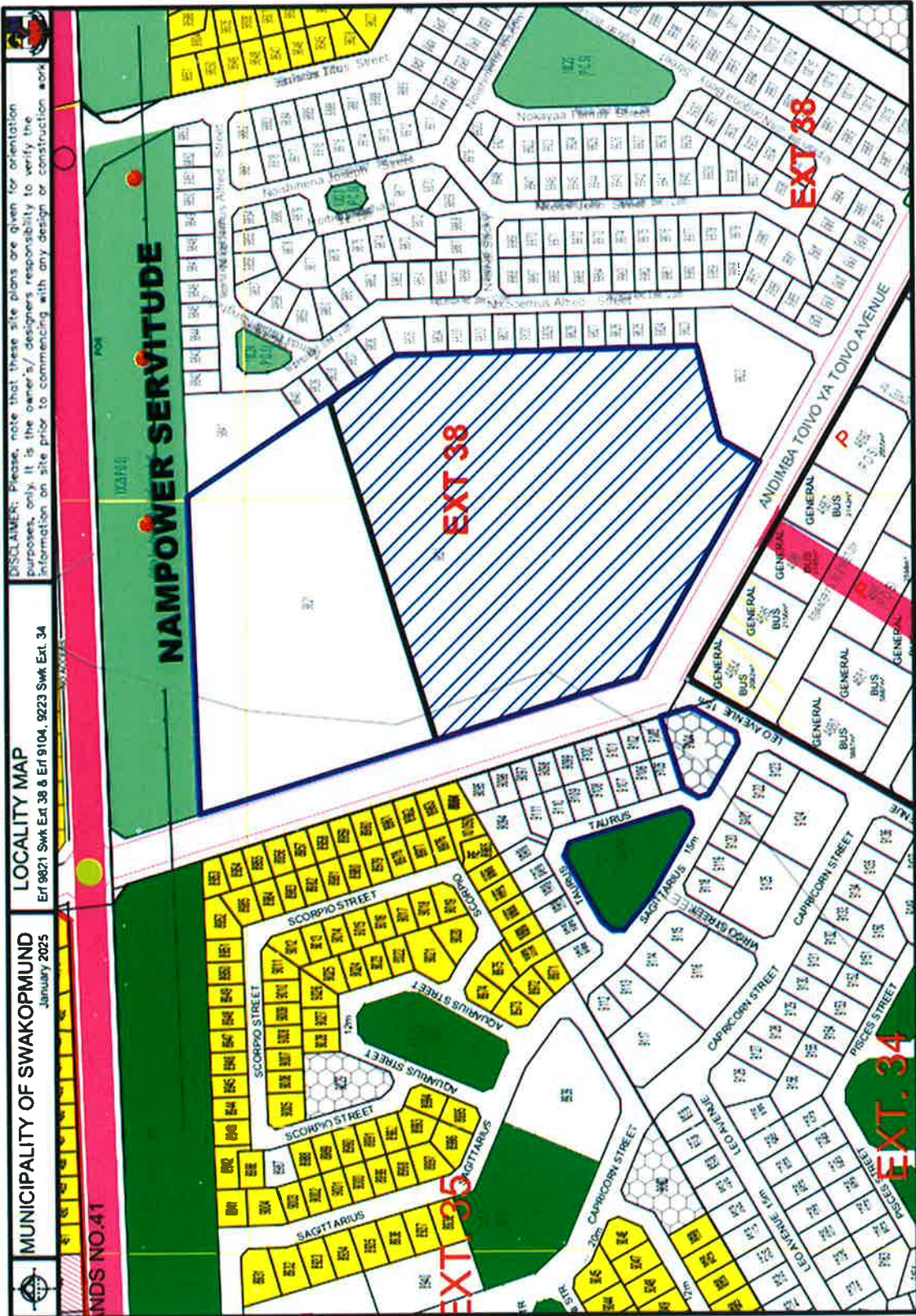
- Our Concept/Vision of the Education Park on Ext. 38
- Land Assessment/Visual Review Report by Geotechnical Consultants
- Insight Report of the OPEN DOORS Education Centre (ODEC) on Erf. 9104 in Ext. 34 which was built within 1 ½ Years
- Architectural Sketches of the current construction of the new DRC School Project on Erf. 8159 in Ext. 30 which started in July 2024 and will be completed in September 2025

We look forward to your feedback!

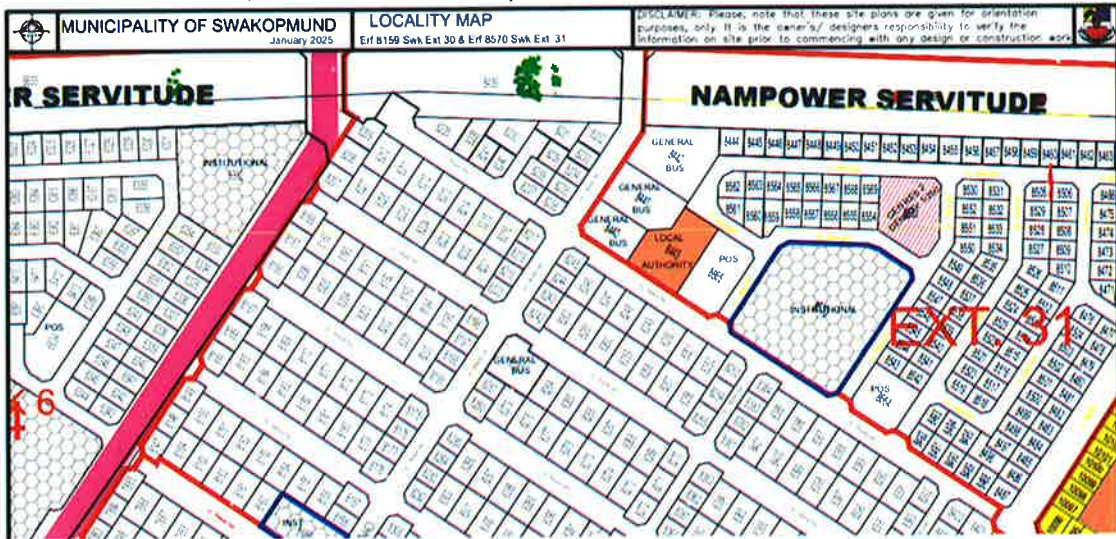


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Approximately 5 ha portion of Erf 9821, Swakopmund



Location of Erf 8570, Extension 31, Swakopmund



Location of Erf 8570 in relation to the Police Station being constructed on Erf 8443.



Reply from TSN confirming their interest in acquiring Erf 8570, Ext 31, Swakopmund.

Tangeni Shilongo Namibia
P.O. Box 676 – 13001 Swakopmund

Municipality of Swakopmund
 Attn.: Chief Executive Officer
 Mr. Alfeus Benjamin
 Swakopmund



28th November 2024

ACKNOWLEDGEMENT OF THE OFFER TO PURCHASE ERF 8570, EXT. 31, MATUTURA

Dear Chief Executive Officer,

1. BACKGROUND & REQUEST

- a) Tangeni Shilongo Namibia (TSN) has expressed interest in purchasing 5 hectares (50,000 m²) of land in the area of the so-called "Old Rubbish Dump" in Ext. 38 opposite of OPEN DOORS Education Centre (ODEC) in Swakopmund to expand the educational offers including a vocational secondary school, vocational training centre, agricultural centre, entrepreneurship centre, sport facilities and much more. This interest was shared on the 17th of August 2024 via Mail to the Municipality of Swakopmund.
- b) The Municipality of Swakopmund responded positively and discussed the following offer at a Project Implementation Meeting held on the 7th of November 2024: The possibility of considering the allocation of Erf 8570 in Ext. 31, which measures 1 hectare (10,000 m²) to us.

2. PERSONAL MEETING & CONCLUSION

- a) Following the offer, a face-to-face meeting was held to discuss the conditions, expectations, limitations and needs of both parties. The meeting took place on the 28th of November 2024 together with Mpasi Haingura, Mahne Kruger, Stephny Bruwer on behalf of the Municipality, as well as Volkan Sazli and Theresa Rhode on behalf of Tangeni Shilongo Namibia (TSN).
- b) In summary, the following agreement was reached: Although to be able to establish all desired departments TSN will need 5 hectares, the Municipality can at this stage not offer such Erf's. Nevertheless, TSN would like to accept the offer of Erf 8570, thereby reducing their offers to the essentials with the request to include and consider TSN in the further planning of the town (Northern Wedge /alternatives) with up to 4 hectares.

3. GENERAL

- a) The purchaser in this case will be the Werner Erkes Foundation (with Trust No. T 174/2024) registered with the Master of the High Court. Werner Erkes is the main donor of Tangeni Shilongo Namibia (TSN), both led by Volkan Sazli & Theresa Rhode.

We are looking forward reading from you!

Mr. Volkan Sazli
 Founder & Director



Tangeni Shilongo Namibia
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Educational Park - Concept

Draft 1 - December 2024

Focus on age 15-30 years

Main Components (ordered by importance)

1. Secondary School:

Waldorf Concept

Grade 8:

- Project Work, the complex thinking and acting are developed.
- Different materials and tools are properly manufactured.
- The working time is 3 hours a day, conducted by professional guidance.

Grades 9-10

- Basic Vocational Educational Training in grade
- Basic training in hospitality, electricity, horticulture, woodwork, landscaping and wholesale and retail.
- Grade 10 complete: 4-week internship (during school holidays) in a company of their choice.
- Certificate at the end of Grade 10 in all 6 BVET subjects

VET in grade 11 and 12

- decide on one of the subjects and deepen their knowledge and manual skills for another 2 years.
- second internship
- At the end of Grade 12: further certificate.
- With the completion of grade 12, all learners should have acquired enough skills and practical experience in companies to apply for jobs in order to find an income to support their tertiary education.

Grade 13

- With grade 12, the learners have completed the Waldorf curriculum and the vocational training. In grade 13 the learner is exclusively preparing for the final exam.

<https://www.nied.edu.na/documents/syllabuses/inclusive/BasicPrevoc/>

2. Entrepreneurship & Start-Up Centre:

Background

The conditions for start-ups and the development of small businesses in Namibia have been poor so far. The state has only rudimentary funding structures for start-ups – although these approaches are also promising. Against this background, the Start-up Namibia project aims to improve the conditions for the establishment and development of start-ups in selected Namibian regions. Start-ups can create new jobs in Namibia and improve overall economic productivity. They can also contribute to economic growth by stimulating innovation and strengthening competition.

- Incubation Centre, which offers entrepreneurship courses with a focus on the needs of small, medium-sized and micro-enterprises (SMEs) and existing businesses from economically disadvantaged neighbourhoods.
- Search for cooperations for microbusiness investments
- Analysis of the labor market: What is needed?
- Cooperation with foreign companies and businesses
- Cooperation with GIZ: <https://www.giz.de/de/weltweit/77863.html>

Goal

- to realize new ideas that strengthen the ability to innovate and lead to more competition.
- Digitization of traditional industries new opportunities

"Start-up Namibia operates a digital and start-up centre called 'Basecamp', which includes a co-working space, a maker space, a community area and a small shop. The start-up centre serves as a central point of contact for start-ups and covers all the needs that founders have in the planning, start-up, development and growth phases of their company. In addition, mobile advisory teams and pop-up camps are available in three Namibian regions. The project also makes it easier for start-ups to access financial services, making them more investable. The newly established companies that perform best as part of Basecamp's and Digital Centre's development and growth programmes will be able to benefit from Start-up Namibia's 'Slingshot Fund' and will receive grants of up to €5,000 if they reach certain milestones."

3. Career Centre:

- How to write applications and CVs (1 day courses)
- Job Interviews
- Aptitude Test: Focus on Strengths and Interests
- Student Counselling, Career Counselling
- Arranging internships
- Can be booked by external schools

4. Craft training/workshops

(used by Secondary School in the mornings and extra courses in the afternoons)

- Scopes:
 - Joinery
 - IT
 - Web design (cooperation with Taskom)
 - Hospitality
 - Welding
 - Plumbing
 - Bricklaying
 - Nanny
 - Domestic Worker
 - Chemistry Laboratory
 - Physics Laboratory

5. ECD Centre with Kindergarten and Pre-School

This Part should be separated with different entrances from the other buildings.

6. Sports Centre

- Sports Hall
- Sport Field

POSSIBLE EXTENSIONS:**7. Tutoring Centre:**

- Targeted tutoring in the subjects: Chemistry, Mathematics, Accounting for high school students from **grade 8 onwards**
- NAMCOL Classes

8. Agriculture Project: Adventure Farm and Training Centre

- Trainees in the field of agriculture
- Learning about different irrigation systems
- Production of vegetables for canteens
- Invitation from other schools, companies for further training

9. Workshop for people with disabilities

- 1-2 rooms
- Promotion of inclusion and participation

10. Creative Arts:

- Creative centre for the training of creative arts: dance, music, acting
- Amphitheater

11. German-Namibian partnership:

- German Courses
- Cooperation with IU (Germany's largest private University), already ongoing
- Help from trained professionals to emigrate to Germany: Focus on the elderly and nursing
- Studying in Germany

12. Health Counselling Centre:

Focus on consulting:

- Prevention
- Diabetes
- Handicap
- Cancer
- Self-help groups

13. School Canteen

Erf 9223, Extension 34, Swakopmund zoned "Public Open Space"

Tangeni Shilongo Namibia
P.O. Box 676 – 13001 Swakopmund

Municipality of Swakopmund
Attn.: Chief Executive Officer
Mr. Alfeus Benjamin
Swakopmund



18th November 2024

REQUESTED PERMISSION TO UTILISE PUBLIC OPEN SPACE: ERF 9223 (P.O.S), MATUTURA

Dear Chief Executive Officer,

1. BACKGROUND

- a) The OPEN DOORS Education Centre (ODEC) on Erf 9104, Ext 34 has now been in existence for about a year and has already more than 275 learners from Kindergarten, Pre-School, Grade 1-3 up to Homework Classes for Grade 1-12.
- b) Every year, ODEC will grow with its learners. From 2025 we will have Grade 4, from 2026 we will have Grade 5. There are more and more learners, meaning less space per child inside our premises.
- c) Physical Education (PE) is part of the Namibian Curriculum, which we follow. Besides that, learners need space for certain activities outside their classrooms. Given the number of learners on a property of under 2000m² and that ODEC does unfortunately not have any sports field, we are in need for spaces to use for physical activities and to conduct sports lessons.
- d) Extract of the Municipality of Swakopmund Structure Plan 2020-2040: *"Sports fields and existing green areas should be linked up strategically to form a continuous safe space for pedestrians and cyclists. Public open spaces are important in making the urban landscape attractive, creating character, and enhancing social cohesion and respect for natural and cultural assets. The use of public open spaces can vary but finds common ground in addressing the social demands on the one hand and protecting natural and cultural assets of the urban landscape on the other hand."*

2. OPPORTUNITY

- a) Behind ODEC the Municipality of Swakopmund has vacant land, zoned as public open space.
- b) To our knowledge the envisaged area is at this point not being used at all and seems to be barren and undeveloped land.

3. REQUEST & SUGGESTION

- a) We are hereby offering to support the Municipality of Swakopmund in the development of our town by adding a sport field on Erf 9223 in Ext. 34 in Matutura. This field can be not only used by our school but also by our neighborhood.



Tangeni Shilongo Namibia
Non-Profit-Association Inc. Under Section 21
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- b) We herewith request that the Municipality of Swakopmund grants our school permission to use the entire Erf 9223 in Ext. 34 in Matutura, which we would level and develop at our cost so that sports activities can take place.
- c) Should our request for the right of use meet with the Municipality of Swakopmund's approval, ODEC would commit to the following, namely:
- that ODEC will level Erf 9223
 - that the area has a higher worth and looks more presentable and kept free of litter or refuse so that it will as a whole improve the landscape of Matutura

4. PURCHASE & RE-ZONING PROCESS

- a) If there is an opportunity to change Erf 9223 from public open space to private open space within the Re-Zoning Process, we are also happy about this opportunity, as this will give us even more opportunities to plan and develop e.g. sport facilities, playground, park.
- b) For this, we are ready to submit an application to purchase Erf 9223 addressed to the council of Swakopmund. Upon obtaining the purchase approval by council, we will appoint a registered Town & Regional Planner/Town Planning Firm to undertake the Re-Zoning Process.

We are looking forward reading from you!

Yours in Education,

Mr. Volkan Sazli
Founder & Director of
The Non-Profit Association
Tangeni Shilongo Namibia

Ms. Theresa Rhode
Principal of OPEN DOORS
Education Centre (ODEC)

Ms. Bernice Eixas
Head of Department (HOD) of
OPEN DOORS Education Centre
(ODEC)

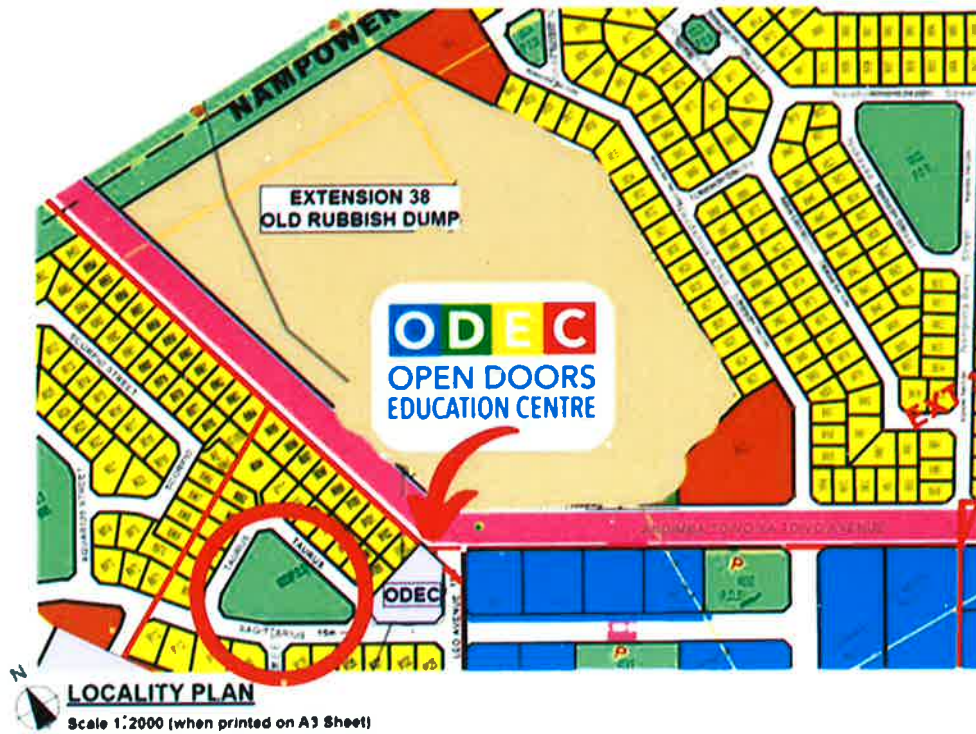


PLEASE SEND ALL FEEDBACK/RESPONSE TO THE FOLLOWING E-MAIL ADDRESS:
Info@tashna.de



Tangeni Shilongo Namibia
Non-Profit-Association Inc. Under Section 21
Registration Number: 21/2021/0266

LOCATION OF ERF 9223 next to ODEC



Extract from the Property Policy re the sale of land to Non-Profit.

Chapter 4 - Extra-Ordinary Sales

Council may sell land subject to extra-ordinary conditions due to the nature of the purchaser or the zoning of the portion of land or erf being considered for sale; i.e for ease of reference divided into the following sections:

- Section 1 - **Churches and Welfare Organisations**
- Section 2 - **Private Schools, Pre-Primary Schools, Kindergarten & Creches**
- Section 3 - **Sale of Land to Organisations registered with the Electoral Commission of Namibia**
- Section 4 - **Sports Clubs or Sport Bodies**
- Section 5 - **Aqua or Mari-Culture**
- Section 6 - **Sale of Erven to Staff Members**
- Section 7 - **Sale of Public Open Spaces**
- Section 8 - **Sale of Corridors or Walkways with no Services located thereon**
- Section 9 - **Subsidized Erven - Low Cost Housing Schemes**
- Section 10 - **Sale of Land for Specific Purposes - National Interest, to the Benefit of the Community or Public**

Section 1 - Churches and Welfare Organisations

1. Introduction

The zoning of erven sold to Churches or Welfare Organisations is *"institutional"*.

The erven are sold by private transaction but depends entirely on Council's discretion.

↳ Erven for church or religious purposes may not be smaller than 2 500m².

2. Requirements

- 2.1 A constitution or proof of registration as a section 21 company.
- 2.2 Provide a name list of at least 75 adult members residing in Swakopmund.
- 2.3 A Power of Attorney granted by the church to a particular person/s that he/she/they have the authority to sign on behalf of the institution.
- 2.4 That churches or welfare organizations applying for the land shall provide proof of their financial ability to develop the erf immediately after the transfer.
- 2.5 Copies of financial statements for the last six months. In the case where it is not available, proof of financing from a financial institution will suffice.
- 2.6 Proof that the church or welfare organization is operational in Namibia for at least two years before the sale of land to the entity is considered.
- 2.7 No application will be considered unless all the above information pertaining to the applicant has been submitted.

↳ Point 2.2 is not applicable to welfare organizations.

3. Purchase Price

The price will be subsidized by Council to the value of 50% of the cost of installation of services per square metre at the time the erf was developed.

The price will not be escalated from the date on which services were completed.

4. Method of Payment

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

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

5. Cost of Transaction

All costs for the transaction are for the account of the applicant, such as, including, but not limited to the advertising of Council's intention to sell and the compilation of a deed of sale.

6. Conditions of Sale

6.1 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 Ordinance 11 of 1963 respectively, be dealt with successfully.

6.2 The deed of sale shall be drafted and signed by all parties within 12 months from the date of the relevant Council resolution approving the sale.

6.3 Construction must commence within 12 months and land which is not developed within a period of 5 years from the date of sale, shall revert to Council and all monies and or fees paid to Council will be forfeited to Council as per point 8 below¹.

6.4 Council retains a first right of refusal to purchase the developed land at the market value of the improvements at the time and the purchase price paid should the owner decides to sell it.

6.5 Submit total layout plans, indicating the infrastructure, and details of the project as well as the service demand for the intended project within 3 months of being notified of the approval of the application.

6.6 That the developments must comply with the provisions of the Town Planning Scheme.

7. Special Conditions

7.1 During construction, all churches, rectories, and other improvements must submit a progress report every six months to Council to report on construction activities.

¹ Refer to Council's Resolution passed on 29 July 2010 under item 11.1.2 – E 4235 S

7.2 That if no progress is reported in the subsequent reporting period Council will deal with the non-compliance on merit.

8. **Reverting Clause**

A reverting clause which reads as **Annexure "G"** will be registered against all land sold at a subsidized price.

9. **General**

9.1 No rights will accrue to the applicant unless all conditions are complied with in full and all the relevant authorities, if necessary, have given the required permission.

9.2 The deed of sale must be signed and returned to Council by the purchaser within 21 days of being requested to do so.

9.3 The erf is being sold voetstoots and in the condition as on the date of sale, being the date of signing the deed of sale.

9.4 Council shall not accept any responsibility for any upgrading work to the erf.

9.5 Building activities may only be commenced with once the erf is transferred.

9.6 The purchaser is entitled to apply to Council annually for the exemption from the payment of assessment rates, but is from the date of sale, being the date of signing the deed of sale responsible for the payment of all municipal charges.

ANNEXURE "G" TO THE REVISED PROPERTY POLICY**Churches & Welfare Organisations**(vi) Reverting Clause

A reverting clause that reads as follows will be registered against all the land **sold at subsidized price.**

NOTARIAL REGISTRATION:

(i) Subject to the provisions of this Agreement, the PURCHASER notes that it shall not be entitled to cede, assign or in any other manner make over its rights, title, and interest in this Agreement or any of its liabilities, responsibilities, duties or obligations hereunder to any other third party, without prior written consent of the SELLER, which consent shall not be unreasonably withheld: Provided that the PURCHASER _____, duly complied or guaranteed compliance with all conditions under this Agreement as well as with the conditions to be registered notarially in favour of the SELLER.

(ii) The PURCHASER _____, agrees to the registration against the Title Deed of the PROPERTY, of the following conditions imposed for the benefit of and enforceable by the SELLER, or its assigns, namely:

The PROPERTY shall revert to the SELLER in the event of the PURCHASER _____, not complying with the following conditions:

(a) If the PURCHASER _____, fails to develop and erect within five years from the date of sale improvements on the PROPERTY (not including out-buildings) to the value equal to the municipal valuation of the PROPERTY as determined by the Municipal Valuator from time to time then

(i) The PURCHASER _____ shall retransfer the PROPERTY to the SELLER at the PURCHASER's _____ cost and the SELLER shall refund the purchase price paid, less any amounts owed to the SELLER; however, the SELLER shall not be liable to pay the PURCHASER _____ any compensation for the improvements on the PROPERTY;

[Amended by Council Resolution 11.1.10 passed on **27 May 2014**]

alternatively, to the choice of the SELLER,

(ii) the PURCHASER _____ shall pay the SELLER within thirty days from having been requested to do so, the difference between the purchase price as set out in clause (b) (ii) and the market valuation of the unimproved property based on

the highest land use of the PROPERTY on date the reverting clause shall apply.

- (iii) The PURCHASER shall not use the PROPERTY for any other purpose than for which it was bought or sold, sublease or donate the PROPERTY without the consent of the SELLER, for a period of 30 (thirty) years from the date of sale. Should the SELLER at its sole option consent to a different use or the sale, sublease or donation of the PROPERTY to a third party, the PURCHASER undertakes to pay to the SELLER the difference between the purchase price set out in clause A (ii) and the market valuation of the unimproved property based on the highest land use of the PROPERTY or portion thereof, on date of approval of the different use or the sale, lease or donation to a third party.
- (iv) The PURCHASER undertakes to effect at its own cost the registration of the conditions contained in clauses ... by way of a Notarial Deed of Imposition of Conditions against the Title Deed of the PROPERTY, the wording of such Notarial Deed to be determined by the Notary of the SELLER to reflect the intention of the PURCHASER or its successor- in-title or its assigns and SELLER contained in the said clauses.

11.1.14 **SWAKOPMUND MUNICIPAL AERODROME: LESSEES**
(C/M 2025/01/30 - 19/1/1/3/1)

Ordinary Management Committee Meeting of 16 January 2025, Addendum
10.3 page **42** refers.

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

1. **Purpose**

The purpose of this submission is for Council to approve the current lessees at the Swakopmund Municipal Aerodrome (hereinafter Aerodrome) in order to have an updated Council resolution to apply for approval from the Minister of Urban and Rural Development (hereinafter MURD) for the lease of the hangar sites.

2. **Introduction**

During a recent review of Council's hangar leases of which the 9 years 11 months lease terms lapsed, it was noted that the statutory process of obtaining approval from MURD was not finalized as no correspondence could be traced on Council's records that Council sent a list of the lessees at the Aerodrome as requested by MURD in a letter dated **27 May 2013**.

Taking into consideration the number of years which lapsed since 2013 it is required that Council approves the current status of the lessees at the Aerodrome.

3. **Background**

On **18 January 2013**, Council initiated the process to obtain approval from MURD for the lease of the hangar sites (attached as **Annexure "A"**) in terms of section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992 as amended.

MURD replied per letter dated **11 February 2013** requesting a Council resolution approving the leases at the Aerodrome. Council accordingly passed a decision on **28 February 2013** under item 11.1.51 and such was conveyed to MURD under cover of a letter dated **01 March 2013** (**Annexure "C"**). The duly approved and signed minutes were forwarded to MURD under cover of a letter dated **09 May 2013**.

No reply to MURD could be traced on Council's records.

Quoted below is Council's decision passed on **28 February 2013** under item 11.1.51:

"(a) That the following facilities at the municipal airport be leased in order to generate funds to manage and maintain the municipal airport:

- (i) 46 hangar sites,*
- (ii) An accommodation unit,*
- (iii) Office space,*
- (iv) Parking spaces,*
- (v) Key deposit boxes for car rentals and*
- (vi) Wall space for advertising.*

- (b) That the decision in (a) be forwarded to the Honourable Minister of Regional and Local Government, Housing and Rural Development, in addition to Council's application dated 18 January 2013."
- (c) That the Airport Committee meets with the existing hangar owners to discuss the terms and conditions of the revised lease agreement and a monthly rental tariff; whereafter the outcome of the meeting be submitted to the Management Committee."

Listed below are the above attachments and a brief summary of each:

Annexure "A"	:	Initial letter dated 18 January 2013 addressed to MURD Requesting permission to lease the hangar sites to lessees.
Annexure "B"	:	Reply letter dated 11 February 2013 from MURD requesting a Council resolution approving the leasing of the hangar sites.
Annexure "C"	:	A letter dated 01 March 2013 addressed to MURD quoting Council's resolution passed on 28 February 2013 under item 11.1.51 (copies of duly approved and signed minutes were provided under cover of a letter dated 09 May 2013).
Annexure "D"	:	A letter dated 27 May 2013 from MURD requesting the identity of the lessees and the rental amounts.
Annexure "E"	:	A map indicating the location of the Aerodrome.
Annexure "F"	:	Urban and Regional Planning Board Approval, Item 26/2020 dated 16 November 2022 and date stamped 19 January 2023 ; for the establishment of a separate erf for the Swakopmund Aerodrome as Erf 1, Hage Geingob Square.
Annexure "G"	:	List of current lessees at the Aerodrome.

4. Current Situation

Attached as **Annexure "E"** is a map indicating the location of the Aerodrome to the east of the industrial area. On the attached lay-out the erf is numbered Erf 1, Hage Geingob Square. The general plan (G 241) was approved by the Surveyor-General and is being registered at the Deeds Registry Office. The various hangar sites are informally demarcated and surveyed.

Attached as **Annexure "F"** is the Urban and Regional Planning Board Approval, Item 26/2020 dated **16 November 2022** and date stamped **19 January 2023**; for the establishment of a separate erf for the Swakopmund Aerodrome as Erf 1, Hage Geingob Square.

The hangar sites are leased to licensed aircraft owners and registered aviation schools. Currently, the Aerodrome consists of 88 hangar sites (79 occupied and 9 vacant) and 2 sites are being leased to a fuel supplier.

The lease period is 9 years and 11 months at two different tariffs:

- N\$ 5.82 / m² for private use
- N\$ 7.45 / m² for commercial use

Council's annual income from these lease sites is in the amount of **N\$1 537 873.47** (1 July 2023 until 30 June 2024).

The hangar lease sites are used for the parking and/or storing, repair and maintenance of aircraft and appurtenant items and/or equipment; and an office for the conducting of related aeronautical business.

5. Statutory Requirements to Comply with in terms of the Local Authorities Act, Act 23 of 1992, as amended

- 5.1 As the Aerodrome was located on undivided townlands during 2013 the application was submitted to MURD to approve the leases under section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992, as amended. As indicated above, a separate erf for the Aerodrome is in the process of being established.
- 5.2 It is proposed that Council applies to MURD to approve the lease of hangar sites to licensed aircraft owners and registered aviation schools under section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992, as amended.
- 5.3 The reason for the application is that the current lessees have the right to cede or transfer their lease rights to third parties who purchase established hangars on these lease sites. Council also has a number of vacant hangar lease sites which are being leased on a first-come-first-served basis to licensed aircraft owners and registered aviation schools. Council experiences a constant change in existing lessees and the allocation of vacant sites to new lessees at the Aerodrome.
- 5.4 Following the statutory process prescribed under section 63 (2) for the lease of the various hangar sites located on Erf 1, Hage Geingob Square, causes interruptions and delays in the cession or transfer of existing lease rights and allocation of hangar lease sites to new applicants and loss of rental income to Council during the publication process. The application is therefore in support of commercial convenience.

6. **Delegated Authority**

In order not to interrupt or delay the lease income earned from the lease of hangar sites, Council delegated the authority to the Chief Executive Officer to approve the cession or transfer of existing lease rights, renewal of lease periods, and to approve applications for new hangar sites; as follows:

Council resolution of **29 July 2021** under item 11.1.21, point (c):

"(c) That authority be delegated to the Chief Executive Officer to approve cessions and report to the Management Committee on a monthly basis."

And in terms of Council's resolution of **29 September 2022** Council under 11.1.31, point (a):

"(a) That all the applications relating to the leases of land at the airport be delegated to the office of the Chief Executive Officer with feedback to Council."

7. **Application to the Minister of Urban and Rural Development**

In order not to interrupt or delay the earning of rental income and stifle commercial activities, it is proposed that approval be sought from the Minister of Urban and Rural Development to lease the hangar sites at the Swakopmund Municipal Aerodrome, Erf 1, Hage Geingob Square, approve cessions or transfer of existing lease rights, renew lapsed lease periods and allocate vacant hangar sites on a first-come-first-served basis to licensed aircraft owners in terms of section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992, as amended.

Attached as **Annexure "G"** is a list of the current lessees at the Aerodrome.

It is further proposed that Council annually reports to the Minister of Urban and Rural Development any changes in the identity of the lessees at the Aerodrome.

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

RECOMMENDED:

- (a) That Council takes note of its initial decision passed on 28 February 2013 under item 11.1.51 approving the lease of the various facilities at the Swakopmund Municipal Aerodrome.
- (b) That taking into consideration the number of years that lapsed since the above Council resolution was passed, Council approves the lease of the hangar sites at the Swakopmund Municipal Aerodrome as per the attached list, Annexure "G".
- (c) That Council takes note that:
- (i) that 88 hangar sites are located at the Swakopmund Municipal Aerodrome (79 occupied and 9 vacant);
 - (ii) 2 sites are leased to a fuel supplier;
 - (iii) the hangar sites are only leased to licenced aircraft owners and registered aviation schools;
 - (iv) for a lease period of 9 years 11 months; and
 - (v) for the purpose of parking and/or storing, repair, and maintenance of aircraft and appurtenant items and/or equipment; and an office for the conducting of related aeronautical business;
 - (vi) the rental tariffs for the period 1 July 2014 until 30 June 2025 are:
 - N\$ 5.82 / m² for private use
 - N\$ 7.45 / m² for commercial use
- (d) That in order not to interrupt or delay the earning of rental income and stifle commercial activities, approval be sought from the Minister of Urban and Rural Development in terms of section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992, as amended to:
- (i) Lease the hangar sites at the Swakopmund Municipal Aerodrome, Erf 1, Hage Geingob Square,
 - (ii) approve cessions or transfer of existing lease rights,
 - (iii) renew lapsed lease periods and
 - (iv) Allocate vacant hangar sites on a first-come-first-served basis
- To licenced aircraft owners and registered aviation schools.
- (e) That Council annually reports to the Minister of Urban and Rural Development the change in the identity of the lessees of hangar sites at the Swakopmund Municipal Aerodrome.
-

ANNEXURE "A"

Initial letter dated **18 January 2013** addressed to MURD requesting permission to lease facilities to the existing occupants.



MUNICIPALITY OF SWAKOPMUND

Our Ref No: N 9/1

Your Ref No: n/a

Enquiries: Mr A Platjie

(064) 4104200

088 614 514

53 Swakopmund

NAMIBIA

www.swkmun.com.na

aplajie@swkmun.com.na

18 January 2013

The Permanent Secretary
Ministry of Regional and Local Government,
Housing & Rural Development
Private Bag 13289
WINDHOEK

061-2975375

Attention: Ms Miriam Silishebo

Dear Sir / Madam

APPLICATION FOR PERMISSION TO LEASE FACILITIES AT SWAKOPMUND MUNICIPAL AIRPORT

1. Introduction

Ministerial approval is applied for in terms of section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992, as amended, to lease facilities at the Swakopmund Municipal Airport to the existing occupants and future applicants.

The facilities available for lease in order to generate income for the management and maintenance of the municipal airport are:

- (i) 46 hangar sites,
- (ii) an accommodation unit,
- (iii) office space,
- (iv) parking spaces,
- (v) key deposit boxes for car rentals and
- (vi) wall space for advertising.

Currently 46 sites exist, on which hangars have been erected. It is expected that additional applications for hangar sites might be received.

The reason for the submission of this application to the Honourable Minister of Regional and Local Government, Housing & Rural Development is that the airport is located on undivided townlands.

All correspondence must be addressed to the Chief Executive Officer

2. Brief Background

Council leased the Swakopmund Municipal Airport to a private entity, Swakopmund Airfield CC.

The lease agreement lapsed in October 2009 and Swakopmund Airfield CC refused to vacate the property.

The matter was heard in the High Court and the Supreme Court ruled in Council's favour, therefore the control of the Swakopmund Municipal Airport once again resorts under Council from 2 July 2012.

Various established business operate from the premises and Council needs to enter into lease agreements with these businesses, subject to the Honourable Minister's permission.

3. Conclusion

In order to proceed with the management of the airport and conclude lease agreements with the various businesses operating at the airport, Ministerial approval is applied for in terms of section 30 (1) (f) of the Local Authorities Act, Act 23 of 1992, as amended, to lease facilities at the Swakopmund Municipal Airport to the existing occupants and future applicants.

The facilities at the Swakopmund Municipal Airport for which approval is sought to lease are:

- (i) 46 hangar sites,
- (ii) an accommodation unit,
- (iii) office space,
- (iv) parking spaces,
- (v) key deposit boxes for car rentals and
- (vi) wall space for advertising.

Should you have any enquiries, please do not hesitate to contact Mr A Plaatjie at ☎ 064-4104200.

Yours faithfully



M P C Swarts
GM: CORPORATE SERVICES & HR

/sb

Reply letter dated **11 February 2013** from the Ministry of Urban and Rural Development requesting a Council resolution approving the leasing of facilities.

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*



Republic of Namibia

**Ministry of Regional and Local Government,
Housing and Rural Development**

Tel: (+264 61) 2975111
Fax: (+264 61) 226049

Luther Street

Private Bag 13289
Windhoek, Namibia

Enquiries: Ms. Meriam Silishebo
Tel (+264 61) 2975199
Fax: (+264 6) 2975305

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

Date: 11 February 2013

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



Attention: Mr. A Plaaijie

PERMISSION TO LEASE FACILITIES AT SWAKOPMUND MUNICIPAL AIRPORT

The Ministry acknowledges receipt of your letter dated 18 January 2013.

You are requested to submit a copy of the resolution minutes which approved the above mentioned topic, besides your minutes must be approved not a proposed draft.

Your appropriate action will be highly appreciated in this regard.

Yours faithfully,

Sirkka Ausiku (Ms.)
PERMANENT SECRETARY



ANNEXURE "C"

A letter dated **01 March 2013** addressed to the Ministry of Urban and Rural Development quoting Council's resolution passed on **28 February 2013** under item 11.1.51 (copies of duly approved and signed minutes were provided under cover of a letter dated **09 May 2013**).



MUNICIPALITY OF SWAKOPMUND

Our Ref No: N 9/1
Your Ref No: 14/17/3/S2
Enquiries: Mr M Swarts

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

1 March 2013

The Permanent Secretary
Ministry of Regional and Local Government,
Housing & Rural Development
Private Bag 13289
WINDHOEK

081-2975375

Attention: Ms Miriam Silishebo

Dear Sir / Madam

APPLICATION FOR PERMISSION TO LEASE FACILITIES AT SWAKOPMUND MUNICIPAL AIRPORT

In pursuance of my letter dated **18 January 2013** (copy attached for ease of reference) and with reference to your letter dated **11 February 2013**, kindly take note that Council passed the following resolution on **28 February 2013** under item 11.1.51:

- (a) That Council confirms its intention to lease the following facilities at the municipal airport in order to generate funds to manage and maintain the municipal airport:
- (i) 46 hangar sites,
 - (ii) An accommodation unit,
 - (iii) Office space,
 - (iv) Parking spaces,
 - (v) Key deposit boxes for car rentals and
 - (vi) Wall space for advertising.
- (b) That the decision in (a) be forwarded to the Honourable Minister of Regional and Local Government, Housing and Rural Development, in addition to Council's application dated 18 January 2013.
- (c) That the Airport Committee meets with the existing hangar owners to discuss the terms and conditions of the revised lease agreement and a monthly rental tariff; whereafter the outcome of the meeting be submitted to the Management Committee.

As soon as the above minutes are approved by Council on **27 March 2013** and duly initialled and signed, a copy of the attendance list, item 11.1.51 and the last page will be forwarded to you.

Should you have any enquiries, please do not hesitate to contact the undersigned at
☎ 064-4104200.

Yours faithfully

M P C Swarts
GM: CORPORATE SERVICES & HR

/sb

b

A letter dated **27 May 2013** from the Ministry of Urban and Rural Development requesting the identities of the lessees and lease prices.

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MRLGHRD HEAD OFFICE

PAGE 02/02

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Republic of Namibia

**Ministry of Regional and Local Government,
Housing and Rural Development**

Tel: (+264 61) 2975111
Fax: (+264 61) 226049
Email: enquiries@mrlgh.gov.na
Website: WWW.mrlgh.gov.na

Luther Street

Private Bag 13289
Windhoek, Namibia

Enquiries: Ms. Meriam Silisheho
Email: msilishcho@mrlgh.gov.na
Tel: (+264-61) 2975199
Fax: (+264+6) 2975305

Our Ref: 14/17/3/S2

Date: 27 May 2013

Your Ref:



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

Attention: Mr. PC. Swarts

**REQUEST TO SUBMIT PENDING INFORMATION ON THE LEASE OF
FACILITIES AT SWAKOPMUND MUNICIPAL AIRPORT**

The Ministry acknowledges receipt of your letters dated 18 January 2013. & 9 May 2013 regarding the above mentioned topic.

You are kindly requested to provide the Ministry with information on precisely to whom you are intending to lease the facilities at Swakopmund Municipal Airport. You are also requested to indicate the lease price for each item.

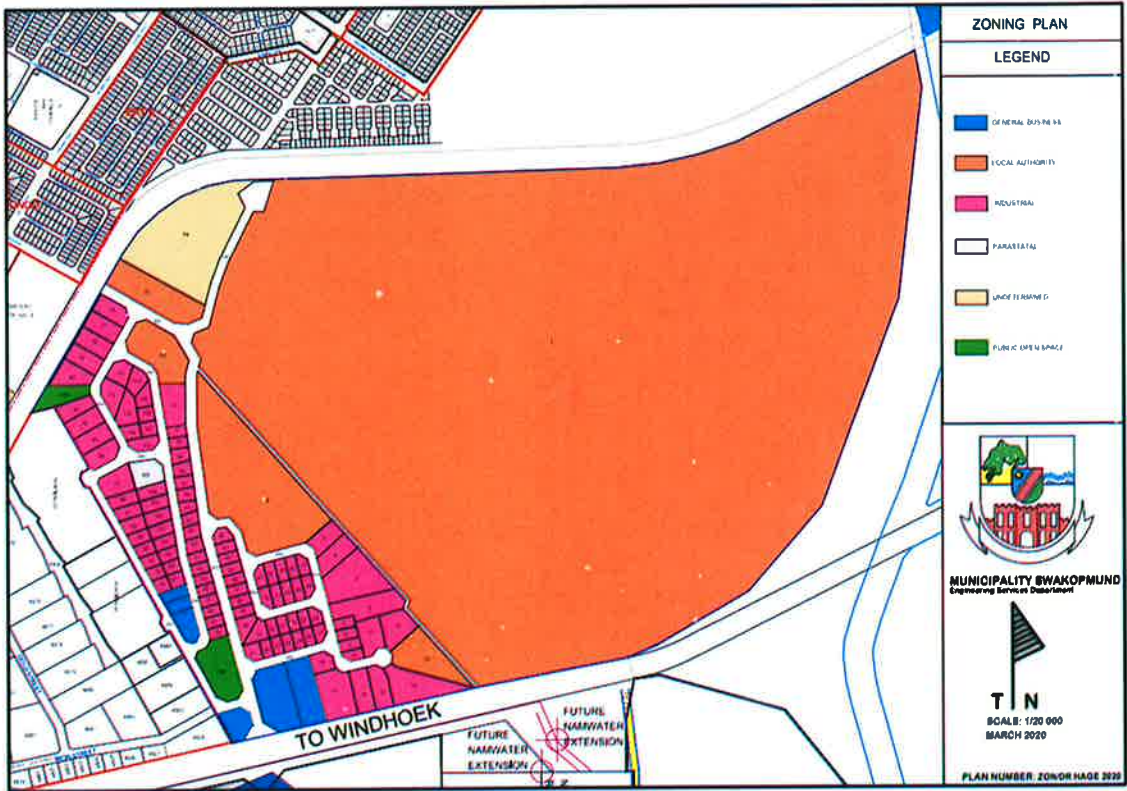
Hope you will find this to be in order.

Yours faithfully,

SA
Sirrka Ausiku (Ms.)
PERMANENT SECRETARY
-05- 2 8
P.Bag 13289
WINDHOEK
Housing and Rural Development

All official correspondence must be addressed to the Permanent Secretary.

Location of the Swakopmund Aerodrome to the East of the Current Industrial Area



Informal Lay-out of Hangar Lease Sites



Urban and Regional Planning Board Approval, Item 26/2020 dated **16 November 2022** and date stamped **19 January 2023**

Item	Date
26/2020 17/1/S2/11	16 November 2022

HAGE GEINGOB SQUARE: ESTABLISHMENT OF THE TOWNSHIP AND LAYOUT APPROVAL ON PORTION 164 (A PORTION OF PORTION B) OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NO. 41 (TO BE KNOWN AS GEINGOB SQUARE) (MUNICIPAL COUNCIL OF SWAKOPMUND) (Hage.G.S.A-MD-6CA-Y3)

The Board recommended that --

- a) the establishment of the township on Portion 164 (a portion of Portion B) of the Farm Swakopmund Town and Townlands No. 41 (to be known as Hage Geingob Square) be approved in terms of Section 113(1)(a) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018), on condition that at least 10 % to 15 % public open spaces and all other Cabinet directives be provided for and complied with in the new layout plan in accordance with the design standards and guidelines as approved by the Minister;
- b) the layout plan of the to be established township of **Hage Geingob Square** be approved in terms of Section 113(1)(a) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018);
- c) the General Plan shall be **G 241**;
- d) the original need and desirability certificate of NAMPAB Item 82/2019 dated 09 September 2019 must be lodged with the Registrar of Deeds simultaneously with the opening of the townships register;
- e) the existing 15 metre wide water pipe line servitude No. K23/1982S be cancelled by notarial deed prior to or simultaneously with this township establishment;
- f) a 30 metre wide water pipeline servitude be surveyed and registered over Portion 164 (a portion of Portion B) of the Farm Swakopmund Town and Townlands No. 41 in favour of NamWater;
- g) a 3 metre wide telecommunications servitude be surveyed and registered over Portion 164 (a portion of Portion B) of the Farm Swakopmund Town and Townlands No. 41 in favour of Telecom;
- h) a 3 metre wide power line servitude be surveyed and registered over Portion 164 (a portion of Portion B) of the Farm Swakopmund Town and Townlands No. 41 in favour of ErongoRed;
- i) approval be obtained from Roads Authority for access purposes prior to or simultaneously with the registration of the layout plan at the Deeds Registry; and
- j) the following conditions of establishment be approved.



SCHEDULE**1. Name of Township:**

The township shall be called **Hage Geingob Square**.

2. Composition of Township:

The township comprises 116 erven numbered 1 to 116 and the remainder streets as indicated on **General Plan G 241**.

3. Reservation of Erven:

(i) The following erf is reserved for the State:

- for airport purposes: **Erf 1**

(ii) The following erven are reserved for the Local Authority:

- for public open spaces: **Erven 115 to 116**

4. Conditions of Title:

The following conditions shall be registered in favour of the Local Authority against the title deeds of all erven except the erven referred to in paragraph 3:

The erf must only be used or occupied for purposes which are in accordance with and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Town Planning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).

The building value of the main building, excluding the outbuildings must be at least **four times** the prevailing valuation of the erf.



[Signature] 14 WIT SA

ANNEXURE "G"

List of Lessees of Hangar Sites at the Swakopmund Municipal Aerodrome

Hangar	Entity	Tenant	Hangar area	Price /m ²	Total per month	From date	Until date
A		Hans Siegfried Knupp	221	5.82	1286.22	01/11/2022	31/10/2032
B		Hans Siegfried Knupp	80	5.82	465.60	01/11/2022	31/10/2032
C	Dis Engineering	Klaus Volker Bajorat	226	5.82	1315.32	01/07/2012	31/05/2022
House	House		126				29/11/1909
1	Lighthouse Aviation CC	Quinton Liebenberg	152	5.82	884.64	01/03/2015	28/01/2025
2	Lighthouse Aviation CC	Quinton Liebenberg	126	5.82	733.32	01/07/2012	31/05/2022
3	Lighthouse Aviation CC	Quinton Liebenberg	127	5.82	739.14	01/07/2012	31/05/2022
4	Lighthouse Aviation CC	Quinton Liebenberg	122	5.82	710.04	01/03/2017	29/01/2027
5		Johannes Peter Gerhardus de Wet	104	5.82	605.28	01/12/2020	31/10/2030
6		Hans Kriess	82	5.82	477.24	01/07/2012	31/05/2022
7	Hans Kriess Properties CC	Hans Kriess	106				
8		Gerhardus Daniel Jakobus van Zyl	178	5.43	966.54	01/11/2022	30/09/2032
Fuel Terminal	Terminal		30				29/11/1909
			105				29/11/1909
Fuel Tank			62				29/11/1909
Fuel	Fuel Station		48				29/11/1909
9	San (Pty) Ltd	Sven Theimo	402	5.82	2339.64	01/03/2024	29/01/2034
10	Copper Investments PTY Ltd	Mathias Braune	396	5.82	2304.72	01/05/2021	05/04/2031
11	O & H Aviation Joint Venture/ Scorpion	Owen Sivertsen	395	5.82	2298.90	01/07/2012	31/05/2022
12	Botha Aviation CC	Jacobus Francois Botha	395	7.40	2923.00	01/07/2018	30/05/2028
13	BV Investments 899 CC	Michael Pottger	295	5.82	1716.90	01/04/2016	01/03/2026
14	Schlusche Investments CC	Heiner Michael Schlusche	664	5.82	3864.48	01/07/2012	31/05/2022
15	Schlusche Investments CC	Heiner Michael Schlusche	237	5.82	1379.34	01/07/2012	31/05/2022
16	Salt Company (Pty) Ltd	Detlef Klein	135	5.82	785.70	01/07/2012	31/05/2022
		Johan Klein	135	5.82	4.00	01/07/2012	31/05/2022
17	Corner Geophysics (Airfield)	Branco Corner	136	5.82	791.52	01/07/2012	31/05/2022
		Klaus-Peter Knupp	135	5.82	785.70	01/07/2012	31/05/2022
18		Wolfgang Grellmann	135	5.82	785.70	01/07/2012	31/05/2022
19		Matthias Braune	144	5.82	838.08	01/03/2017	29/01/2027
20	Weimann's Carpentry CC	Horst-Uwe Weimann	174	5.82	1012.68	01/07/2012	31/05/2022
21	Swakopmund Flying School & Aviation Ventures (PTY) LTD	Jacques Jacobs	109	7.40	806.60	01/07/2012	31/05/2022
22	National Fluid Control	Russell John Gilchrist	138	5.08	701.04	01/02/2023	31/12/2032
23	Namcoast Close Corporation	George Wyne Hart	283	5.08	1437.64	01/01/2022	01/12/2031
24	Namibia Base Aviation CC	Schalk Willem Nel	539	5.82	3136.98	01/07/2018	30/05/2028
25	Swakopmund Skydiving Club Committee	Edward William Techman	383	5.82	2229.06	01/07/2012	31/05/2022
26		Frederick Jacobus Moller Gey van Pittius	392	5.82	2281.44	01/07/2012	31/05/2022

Ordinary Council Meeting – 30 January 2025

27		Matthias Röttcher	395	5.82	2298.90	01/07/2012	31/05/2022
28		Matthias Röttcher	324	5.82	1885.68	01/09/2019	31/07/2029
29		Andre Voster	250	5.82	1455.00	01/09/2022	31/07/2032
30	Bain Family Trust	Zelda Nel	249	5.82	1449.18	01/04/2023	28/02/2033
31	Classic Aircraft CC	Jacques Jacobus	273	5.82	1588.86	01/05/2018	30/03/2028
32		Johannes Jakobus Botha	273	5.82	1588.86	01/07/2012	31/05/2022
33		Friedrich Alfred Simon	138	5.82	803.16	01/07/2012	31/05/2022
34		Johannes Hiemstra	137	5.82	797.34	01/03/2015	28/01/2025
35		Mr Kai M. Rubow	134	5.82	5.08	01/06/2022	30/04/2032
36		Kai Magnus Rubow	267	5.82	1553.94	01/07/2012	31/05/2022
37		Gerald Rottcher	139	5.82	808.98	01/05/2016	31/03/2026
38		Sharon Moore	139	5.82	808.98	01/08/2020	01/07/2030
		Mr Kai M. Rubow	133	5.82	774.06	01/06/2022	30/04/2032
39	Schlusche Investments CC	Heiner Michael Schlusche	261	7.40	1931.40	01/07/2012	31/05/2022
40	Schlusche Investments CC	Heiner Michael Schlusche	684	7.40	5061.60	01/07/2012	31/05/2022
41	Swakopmund Aviation Services Cc	Anke Karin Nel	208	7.45	1549.60	01/11/2024	31/10/2034
42	Swakopmund Aviation Services Cc	Anke Karin Nel	329	7.45	2451.05	01/11/2024	31/10/2034
43	Swakopmund Aviation Services Cc	Anke Karin Nel	376	7.45	2801.20	01/11/2024	31/10/2034
44		Michael Illston	183	5.82	1065.06	01/05/2016	31/03/2026
45	Ground Rush Investment Holdings CC	Matthias Röttcher	323	5.82	1879.86	01/03/2016	29/01/2026
46	BA Exec Aircraft Management CC	Frank Stein	624	5.82	3631.68	01/03/2016	29/01/2026
47	Swakopmund Aviation Services Cc	Anke Karin Nel	227	7.45	1691.15	01/11/2024	31/10/2034
50		Dr Bastiaan Hendrik Koster	334	5.82	1943.88	01/03/2024	29/01/2034
51	Northern Fuel Distributors CC		248	7.40	1835.20	01/09/2016	01/08/2026
52	Wirlu Investments One Hundred and Four (Pty) Ltd	Christoffel Jacobus Swarts	227	5.82	1321.14	01/11/2014	30/09/2024
53		Adriaan Pieter Hoppidaai Van Niekerk	218	5.82	967.92	01/09/2019	31/07/2029
54		David Mesnard	242	5.82	1408.44	01/06/2023	31/05/2033
55	Kapunda Property Investment CC	Phillip Jacobus Robberts	206	5.82	1198.92	01/08/2024	01/07/2034
56	Fairy Duster Investments (Pty) Ltd	Martin Hauser	239	5.82	1390.98	01/02/2024	31/05/2033
57	H Diekmann Trust	Henner Diekmann	235	5.82	1367.70	01/08/2014	30/06/2024
58		Michael Böttger	747	4.26	3182.22	01/06/2016	01/05/2026
		Christina Gloudina van Wyk	747			01/06/2016	01/05/2026
59	A X Compion Cnl June 2017	A.X. Compion	436	5.82	1597.44	01/09/2017	01/08/2027
60							
61	Bateleur Helicopters CC	Jan Izak Swart	253	5.82	1472.46	01/02/2018	01/01/2028
62	Skycorev Aviation (Pty) Ltd	Peter Keil	483	5.82	1778.76	01/07/2018	30/05/2028
63	Skycorev Aviation (Pty) Ltd	Peter Keil	570	5.82	1778.76	01/07/2018	30/05/2028
64	Fairy Duster Investments (Pty) Ltd	Martin Hauser	242	5.82	1408.44	01/02/2024	31/05/2033
65	H Diekmann Trust	Henner Diekmann	232	5.82	1350.24	01/08/2016	01/07/2026
66		Michael Rabie	483	5.82	2811.06	01/06/2023	31/05/2033
67		Pieter Johanness Mostert	241	5.82	1309.97	01/04/2023	31/03/2033

Ordinary Council Meeting - 30 January 2025

68		Ryno du Preez	631	5.82	3672.42	01/12/2017	31/10/2027
69	Flying Hangar Storage	Norman Green	239	5.82	1390.98	01/08/2023	29/09/2044
70		Frank Stein	624	5.82	3631.68	01/12/2024	31/10/2034
71		Adreas Bruno Katzlberger				01/12/2024	31/10/2034
72	Blaauw's Transport	Andre Johan Blaauw	245	5.82	1425.90	01/03/2023	28/01/2033
73	R & H Trust	Robert George van Wyk	236	5.82	1373.52	01/06/2023	31/05/2033
74	Southward Investment (Pty) Ltd	Adriaan Pieter Hopidaai van Niekerk	251	5.82	1460.82	01/02/2023	05/01/2033
75	Signa Aviation Services	Francois Du Plessis Hugo and Colin Henri Van Schalkwyk	455	5.82	2020.20	01/09/2022	05/08/2032
76	Swakop Air Hangras	Richard Arnold van Eck Fouche	500	7.40	3700.00	01/04/2024	31/03/2034
77							29/11/1909
78							29/11/1909
79							29/11/1909
80							
81							29/11/1909
82							29/11/1909
83							29/11/1909
84							29/11/1909
85	Navcon Trading CC	Tangeni Ndakalako	443	7.4	0.00	01/07/2024	05/06/2034

11.1.15 **REQUEST FOR FUNDING TO PURCHASE A PICKUP VEHICLE FOR THE MUNICIPAL REST CAMP**

(C/M 2025/01/30 - 17/2/5/2/2)

Ordinary Management Committee Meeting of 16 January 2025, Addendum **10.5** page **74** refers.

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

1. Introduction

This submission seeks the approval of funding for the purchase of a new pickup vehicle for the Municipal Rest Camp. The acquisition of this vehicle is critical to address operational challenges arising from the loss of the previous maintenance vehicle.

2. Discussion

The Isuzu pickup vehicle has been a key asset for the maintenance team at the Municipal Rest Camp for several years. It was primarily used to transport essential items, such as refrigerators, beds, and stoves, within the rest camp and between the rest camp and service providers. Additionally, the vehicle played a crucial role in waste management by collecting garbage and refuse for centralized collection by the Health and Solid Waste Management Department.

Unfortunately, this vehicle was recently involved in a road accident and has since been written off. Its absence has negatively impacted operational efficiency and service delivery.

Following the accident, the Municipality received an insurance payout of **N\$69,000.00**. While this amount offers some relief, it is significantly inadequate to procure a replacement vehicle. The estimated cost for a new vehicle, equipped to meet the operational requirements of the rest camp, is approximately **N\$500,000.00**.

The current lack of a dedicated maintenance vehicle has already begun to disrupt essential services. To ensure that the maintenance team operates efficiently and continues to uphold the mandate of the Municipal Rest Camp, it is imperative to procure a replacement vehicle without delay.

3. Conclusion

To resolve the current vehicle shortage and operational challenges, it is recommended that the Management Committee approve funding to cover the shortfall of N\$ 500,000.00 for the purchase of a new pickup vehicle.

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

RECOMMENDED:

That Council approves the release of N\$500,000.00 to purchase a new pickup vehicle for the Municipal Rest Camp

AUAS MOTORS

Hakos Capital
 www.hakoscapital.com
 Tel: (061) 389 111

AUAS MOTORS (PTY)LTD

55 DASH TRUCKS APTS 10
 1488 HONEYBROOK
 ST. FLORENCE 7800

www.auasmotors.com

VEHICLE QUOTE

Municipality Of Swakopmund (Rest Camp)

Offer No : 3759
 Division ID : SWA01
 Date : 18 September 2024
 Stock Number :
 Salesperson : Pierre Diedericks

VEHICLE DETAILS

Manufacturer	ISUZU	VIN		Colour	Summit White
Model	D-MAX 250	Registration Number		Trim	Vinyl
Specification	C REGULAR CAB FLEETSIDE GEN6	Reg Data		Odometer	0

For the supply of the following :-

	Total	VAT	Value Tax	
VEHICLE				
ISUZU D-MAX 250 C REGULAR CAB FLEETSIDE GEN6			348,500.00	S
OPTIONS				
Summit White			0.00	S
Total Options			0.00	
Sub-Total Vehicle Price			348,500.00	
ACCESSORIES				
Total Accessories			0.00	
PRE-TAX ITEMS				
Delivery			0.00	S
Total Pre-Tax Items			0.00	
SUB TOTAL				
Sub Total	52,275.00		348,500.00	
POST-TAX ITEMS				
Licence			0.00	E
Admin Fees			5,000.00	E
Co2 Tax			2,860.00	E
Total Post-Tax Items			7,860.00	
TOTAL	52,275.00		408,635.00	

Trade Ins		
Registration No	Settlement	Value
Totals	0.00	0.00

Balance 408,635.00

Notes:

*	Description	Rate %	Goods Value	VAT
E	Exempt	0.00	7,860.00	0.00
S	Standard	15.00	348,500.00	52,275.00

Quote only valid for 7 days.

Banking Details: Standard Bank: Auas Motors (Pty) Ltd Account Number: 042696712 Branch Code: 08-26-72

11.1.16 **RE-APPLICATION OF TRANSFER OF RIGHT OF USE BY MS GEORGINE /HUISES**
(C/M 2025/01/30 - E 441)

Ordinary Management Committee Meeting of 16 January 2025, Addendum 10.6 page 76 refers.

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

1. INTRODUCTION

The purpose of this submission is for Council to consider the change of ownership of Erf 441 (8131), Ext. 29, Swakopmund to Ms Georgine /Huisen.

2. BACKGROUND INFORMATION

Ms Welma Patricia /Huisen, the mother of Georgine /Huisen made a sworn declaration for transfer of right of use of Erf 441(8131), Ext. 29, Swakopmund. Various applications for transfer of the right of use including Ms. Georgine /Huisen was submitted to Council on **02 April 2024** under item 11.1.9 was resolved as follows:

- (a) That Council take note of an affordability assessment conducted of the 2 groups.
- (b) That the following criteria be approved for processing of the applications for the transfer of right of use in future:
- (i) National document (Identification document (ID), work permit, citizenship)
- (ii) Executorship letters
- (iii) Voters Card or
- (iv) Employer letter or
- (v) Church membership
- (vi) Minimum income / salary of N\$2 600.00
- (vii) Letter of residence
- (c) That should the applicant meet the above criteria they be approved and exempted from appearing on the Master Waiting List.
- (d) That Council approves the applications of the surviving direct relatives residing on the erven and who qualify as per the affordability assessment provided in the table below:

INCOME OF DIRECT RELATIVES

No.	Erf No.	Name & Surname Of Applicant	Salary / Income	Payment Qualification	Total Qualification
1	62	Erastus Hatutale Kamanda	Unemployed	-	-
2	124	Magnoria Nadia Guibes	N\$ 3 998.45	N\$ 999.61	N\$151 466.60
3	355	Pandelia Pandulainge Nghinyengwasha	N\$ 24 888.07	N\$ 6 222.02	N\$942 793.15
4	385	Richard Tsibeb	N\$ 3 200.00	N\$ 800.00	N\$121 220.25
5	441	Georgine /Huisen	N\$ 2 500.00	N\$ 625.00	N\$94 703.32
6	552	Monika Uendjundja Haakurta	N\$ 8 054.50	N\$ 2 013.60	N\$305 115.16
7	608	Chelmin Liana Uises	Unemployed	-	-
8	656	Isabel Ndehefa Namolo	N\$ 3 371.51	N\$ 842.88	N\$127 713.28
9	671	Gracy Tshabalala	N\$ 3 500.00	N\$ 875.00	N\$132 584.65
10	817	Paulus Nghiningwalayi Nghaamwa	N\$ 3 989.00	N\$ 997.25	N\$151 108.62
11	1013	Ashanti Gontes	N\$ 2 800.00	N\$ 700.00	N\$106 067.72
12	1020	Aina W Neango Shikulo	N\$ 2 500.00	N\$ 625.00	N\$94 703.32
13	1024	Ndilimeke Ndawedapo	N\$ 2 377.15	N\$ 594.29	N\$90 049.60
14	1057	Nelson Haimbondi	N\$ 3 200.00	N\$ 800.00	N\$121 220.25
15	1072	Folbe Peingekwafu Amadhila	N\$ 2 687.50	N\$ 671.88	N\$101 806.07

- (e) *That Council approves to lease the erven zoned Single Residential to the relatives who are earning below N\$2 600.00.*
- (f) *That Council approves the lease amount of N\$150.00 inclusive of VAT payable per month by residents mentioned in point (e) above.*
- (g) *That a notice be placed in the newspapers inviting the direct relatives to claim the erven within 30 days from date of publication before allocating it to the distant relatives.*
- (j) *That only relatives residing in Swakopmund be approved to reside on the erf of the deceased relative.*

3. CURRENT SITUATION AND DISCUSSION

As per the above resolution point (e), the minimum qualifying income to be considered for the change of ownership is N\$ 2,600.00. Ms Georgine /Huisen (listed as No. 5 on the resolution) earns N\$ 2 500.00 per month, therefore, she does not qualify. A letter (**Annexure "A"**) with the above resolution was sent to Ms Georgine /Huisen in June, to inform her of the option to lease the erf as per point (f) of the resolution.

Ms. Georgine /Huisen was instructed in a letter attached as **Annexure "A"** to provide proof of income to the Housing Section if they secure alternative employment or if their earnings exceed the minimum threshold of N\$ 2,600.00 required for ownership consideration. **Annexure "E"** is a letter from Ms Georgine /Huisen, explaining a salary increment from N\$ 2 500.00 to N\$ 3 000.00 per month. **Annexure "G"** includes the first payslip, and **Annexure "H"** shows the second payslip reflecting the salary increase to N\$ 3,000.00.

4. PROPOSAL

It is proposed that Council approves the application of Ms Georgine /Huisen as she meets the set qualifying criteria. It is further proposed that Ms /Huisen be allowed to sign a preliminary agreement.

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

RECOMMENDED:

- (a) **That Council take note of the increase in the income of Ms Georgine /Huisen, i.e. from N\$2 500.00 to N\$3 000.00 from her employer, Dantago Kinder Garden & Pre-School.**
 - (b) **That Council approves the change of ownership of Erf 441 (8131), Extension 29, Swakopmund from Ms Goagoses Erika to Ms Georgine /Huisen.**
 - (c) **That Ms Georgine /Huisen be allowed to sign a preliminary agreement.**
 - (d) **That Ms Georgine /Huisen pay the administrative fee of N\$1,000.00 to Council and N\$2,500.00 at Erongo RED for the electricity connection**
-



+264 64 410 4111 | swkmun@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Ref No: **14/2/1/2, E 8131**

Enquiries: **Mr C Awaseb**

24 June 2024

Ms Georgine /Huises
Erf 441 (8131), DRC
SWAKOPMUND

APPLICATION FOR TRANSFER OF RIGHT OF USE OF ERF 441 (8131), EXT 29, DRC, SWAKOPMUND

The above matter refers.

Your application regarding the above subject matter was discussed at the Council meeting held on **02 April 2024** under item 11.1.9 and it was resolved as follows:

- (a) That Council take note of an affordability assessment conducted of the 2 groups.
- (b) That the following criteria be approved for processing of the applications for the transfer of right of use in future:
- (i) National document (Identification document (ID), work permit, citizenship)
 - (ii) Executorship letters
 - (iii) Voters Card or
 - (iv) Employer letter or
 - (v) Church membership
 - (vi) Minimum income / salary of N\$2 600.00
 - (vii) Letter of residence
- (c) That should the applicant meet the above criteria they be approved and exempted from appearing on the Master Waiting List.
- (d) That Council approves the applications of the surviving direct relatives residing on the erven and who qualify as per the affordability assessment provided in the table below:

INCOME OF DIRECT RELATIVES

No.	Erf No.	Name & Surname Of Applicant	Salary / Income	Payment Qualification	Total Qualification
1	62	Erastus Hatutale Kamanda	Unemployed	-	-
2	124	Magnoria Nadia Gulbes	N\$ 3 998.45	N\$ 999.61	N\$151 466.60
3	355	Pandelia Panduleinge Nghinyengwasha	N\$ 24 888.07	N\$ 6 222.02	N\$942 793.18



No.	Erf No.	Name & Surname Of Applicant	Salary / Income	Payment Qualification	Total Qualification
4	385	Richard Tsibeb	N\$ 3 200.00	N\$ 800.00	N\$121 220.25
5	441	Georgine /Hulses	N\$ 2 500.00	N\$ 625.00	N\$94 703.32
6	552	Monika Uendjiundja Haakuria	N\$ 8 054.50	N\$ 2 013.60	N\$305 115.16
7	608	Chaimin Liana Uises	Unemployed		
8	656	Isabel Ndahafa Namolo	N\$ 3 371.51	N\$ 842.88	N\$127 713.28
9	671	Gracy Tshabalala	N\$ 3 500.00	N\$ 875.00	N\$132 584.65
10	817	Paulus Nghiningwalayi Nghaamwa	N\$ 3 989.00	N\$ 997.25	N\$151 108.62
11	1013	Ashanti Gontes	N\$ 2 800.00	N\$ 700.00	N\$106 067.72
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14	1057	Nelson Haimbondi	N\$ 3 200.00	N\$ 800.00	N\$121 220.25
15	1072	Foibe Peingekwafo Amadhila	N\$ 2 687.50	N\$ 671.88	N\$101 806.07

- (e) That Council approves to lease the erven zoned Single Residential to the relatives who are earning below N\$2 600.00.
- (f) That Council approves the lease amount of N\$150.00 inclusive of VAT payable per month by residents mentioned in point (e) above.
- (g) That a notice be placed in the newspapers inviting the direct relatives to claim the erven within 30 days from date of publication before allocating it to the distant relatives.
- (j) That only relatives residing in Swakopmund be approved to reside on the erf of the deceased relative.

As per above Council resolution, point b (vi), your income is less than the qualifying amount of N\$ 2 600.00 for allocation of Erf 441 (8131) DRC. In terms of point (f) above, you will be permitted to lease the abovementioned erf from Council at N\$ 150.00 per month. We will invite you to come and sign the lease agreement once it is finalized.

You are further advised to submit proof of income to the Housing Section if you find alternative employment or doing business which increases your income beyond the set minimum requirement of N\$2 600.00 per month for ownership consideration.

For any queries, please feel free to contact Mr C Awaseb at ☎ 064 4104231 or cawaseb@swkmun.com.na

Yours faithfully


Mpsai Haingura
General Manager: Corporate Services & HC

/ca



11.1.17 **TIERSCHUTZVEREIN SWAKOPMUND: AMENDMENT OF THE NAME OF THE ENTITY**

(C/M 2025/01/30 - E 1307, E 10035)

Ordinary Management Committee Meeting of 16 January 2025, Addendum **10.7** page **86** refers.

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

1. **Introduction**

The purpose of the submission is for Council to approve the correct name of the non-profit entity as purchaser of Erf 10035 (a portion of Erf 1307), Swakopmund in order to enable the transfer of Erf 10035 to TIERSCHUTZVEREIN SWAKOPMUND, instead of Society for the Prevention of Cruelty to Animals (SPCA), Swakopmund as initially approved by Council on **28 July 2016** under item 11.1.3.

On **28 July 2016** under item 11.1.3 Council approved the sale of a portion of land located adjacent to Erf 3758 to the Society for Prevention of Cruelty to Animals (S.P.C.A). The name was approved as ownership of Erf 3758 is registered in the said name. Erf 10035 must be consolidated with Erf 3758, Swakopmund and the erven need to be registered in the same entity for this purpose. Various challenges were experienced with the transfer of the property and it was concluded that Erf 3758, Swakopmund was initially transferred in the name of an incorrect entity.

The correct entity is registered as a welfare organisation in terms of Section 19 of National Welfare Act, 1965 (Act 79 of 1965) as amended. A map indicating the the location of Erf 10035 (a portion of Erf 1307), Swakopmund is attached as **Annexure "A"**.

Attachments:

Annexure "A"	: Map indicating the portion of land of Erf 1307, now known as Erf 10035, Swakopmund allocated to Tierschutzverein Swakopmund.
Annexure "B"	: An e-mail dated 08 November 2024 from a conveyancer confirming the correct name of the entity to which ownership must be transferred as Tierschutzverein Swakopmund.
Annexure "C"	: Letter dated 01 October 2019 from the Minister of Urban and Rural Development granting permission for the sale transaction to proceed.
Annexure "D"	: A signed deed of sale to be amended of which the identity of the entity as purchaser must be amended.

2. **Background**

2.1 The non-profit entity applied to acquire a portion of land measuring approximately 1 000m² of Erf 1307, Swakopmund on the name, Society for the Prevention of Cruelty to Animals (S.P.C.A), Swakopmund and Council passed a resolution on **28 July 2016** under item 11.1.3 as follows:

- "(a) That Council approves the sale of a portion measuring 1 000m² of Erf 1307, Swakopmund to the Society for the Prevention of Cruelty to Animals (SPCA), Swakopmund.
- (b) That the sale of a 1 000m² portion of land of Erf 1307 to the SPCA be subject to the conditions of sale to welfare organisations contained in Council's Property Policy.

- (c) That the purchase price be N\$15.00 / m² being 50% of the cost of installation of services to Erven 4041, 4042 and 4043, Swakopmund as stated in Annexure "F" (on file).
- (d) That the Engineering Services Department attends to the subdivision of the portion of land at the cost of the SPCA; as Council's minimum requirement for the sale of land is that a Surveyor-General approved diagram is in place.
- (e) That the SPCA appoints a town planner and surveyor at their cost to attend to the consolidation of the portion with Erf 3758, Swakopmund and the compilation of a new erf diagram.
- (f) That the sale of the portion of land be published for possible objections as required in terms of the Local Authorities Act 23 of 1992.
- (g) That all costs for the transaction be for the account of the SPCA."

- 2.2 As per **Annexure "C"** on **01 October 2019** the Minister of Urban and Rural Development approved the proposed transaction. The deed of sale attached as **Annexure "D"** was concluded and the purchase price paid.
- 2.3 As per point (d) of the above decision Erf 1307, Swakopmund was subdivided to create a separate erf, Erf 10035, of which the erf diagram is attached to **Annexure "A"**.
- 2.4 The transfer of ownership instruction was issued of which the registration is on hold due to Erf 3758, Swakopmund not being registered in the correct name of Tierschutzverein Swakopmund. As per **Annexure "B"** the conveyancer on **08 November 2024** confirmed that ownership of Erf 3758, Swakopmund is being registered in Tierschutzverein Swakopmund and this entity is the correct entity as purchaser of Erf 10035, Swakopmund. The Deeds Office confirmed that this entity is acceptable for transfer of ownership purposes.

3. **Current Situation**

It is required to amend the name on the concluded deed of sale that will allow transfer to finalized.

Therefore Council considers the amendment of the name to read Tierschutzverein (Animal Rescue and Shelter) Swakopmund and Council informs the minister to amend its approval date 01 October 2016 accordingly.

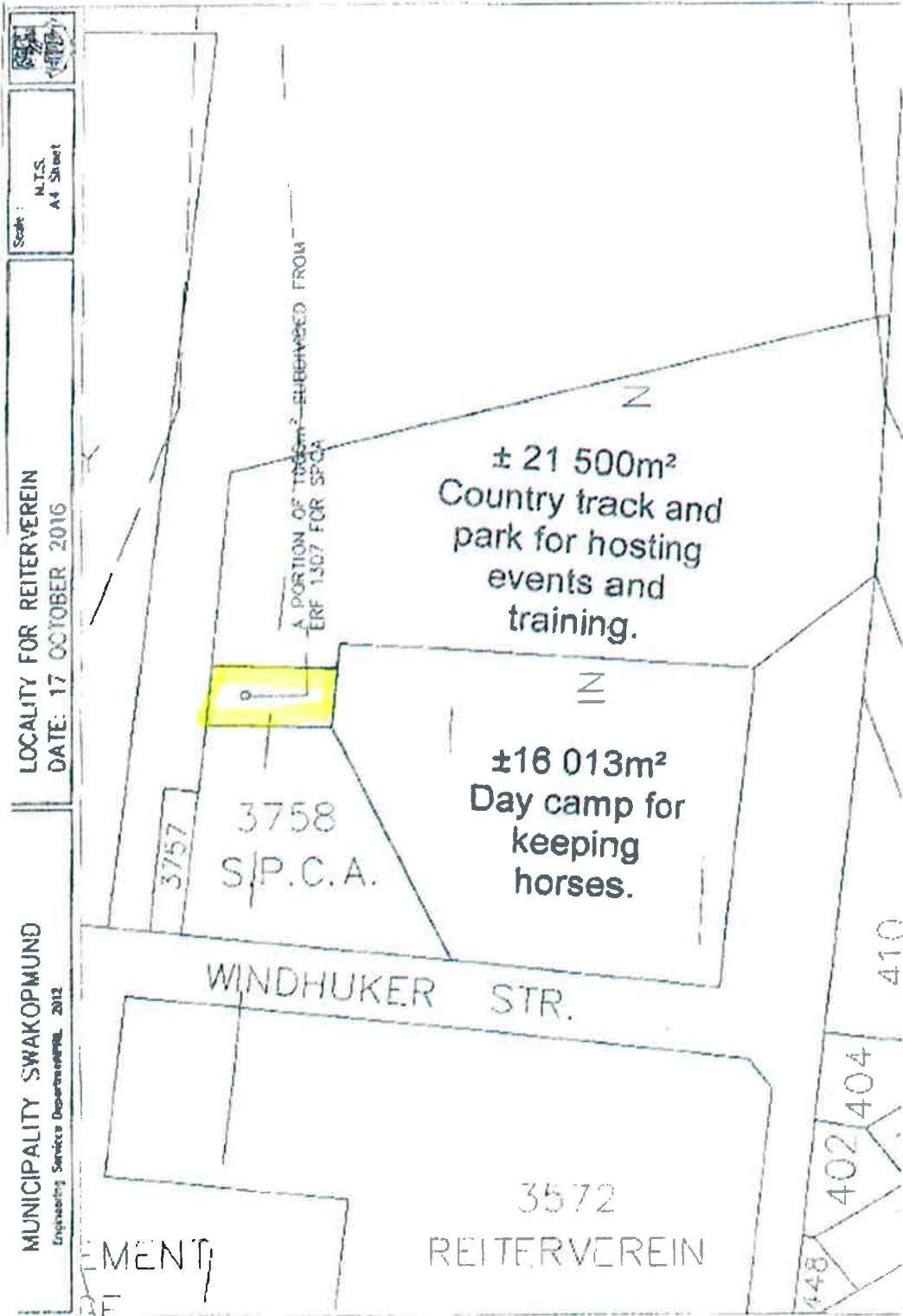
B. After the matter was considered, the following was:-


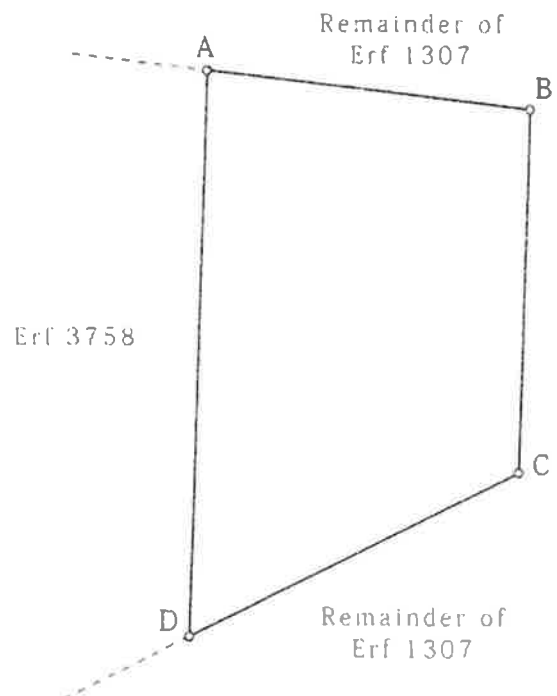

RECOMMENDED:

- (a) **That Council takes note that the name of the purchaser, i.e. Society for the Prevention of Cruelty to Animals (SPCA) of Erf 10035 (a portion of Erf 1307), Swakopmund as approved by Council on 28 July 2016 under item 11.1.3 is incorrect and must be amended to be Tierschutzverein Swakopmund.**
 - (b) **That the Minister of Urban and Rural Development be requested to amend their approval granted on 01 October 2019 accordingly.**
 - (c) **That an addendum to the deed of sale be compiled amending the identity of the purchaser to Tierschutzverein Swakopmund.**
-

A map indicating the location of the Portion of land now known as Erf 10035, Swk

ANNEXURE "A"



APPROVED		No A 659/2020		
 for SURVEYOR-GENERAL				
SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: LO22/15 X		Designation
A B	26 70	276 43 00	A +47 868 72 +75 635 36	CR2L
B C	29 35	1 50 40	B +47 842 21 +75 638 48	10035b
C D	30 18	63 50 40	C +47 843 15 +75 667 82	10035c
D A	45 79	181 54 20	D +47 870 24 +75 681 12	CR3L
			⊕ +47 680 58 +75 441 71	RM40
			⊕ +47 383 92 +75 397 85	RM41
BEACON DESCRIPTIONS				
A - D 16mm Iron peg in concrete				
				
Scale 1 : 500				
The figure A B C D represents 1000 square metres of land being Erf 10035(a Portion of Remainder Erf 1307) Swakopmund Extension 6				
Situating in the Municipal Area of Swakopmund Registration Division G, Erongo Region Republic of Namibia				
Surveyed in September 2020 by me			 Nathanael Hangula Professional Land Surveyor	
This Diagram is annexed to No dated	The original diagram is S G No A 443/92	S R No E 199/2020		
Registrar of Deeds	Transfer No	Noting Plan <u>MD-60A</u> 22		
		File Swa A/6		

Confirmation of the Correct Name for the Transfer of Erf 10035, Swakopmund

From: Diana Sass <admin@vanrensbουργassociates.com>
Sent: Friday, 08 November 2024 08:42 AM
To: Stephny Bruwer <sbruwer@swkmun.com.na>
Cc: 'Ingrid Gürtel SPCA Swakopmund' <ingrid@spcaswakopmund.com>; 'Jeanne le Roux' <jleroux@ensafrica.com>; 'Manageress SPCA' <manageress@spcaswakopmund.com>; 'Chairman SPCA' <chairman@spcaswakopmund.com>
Subject: RE: Transfer of Ownership Erf. 10035 (a portion of erf 1307) Swakopmund (Ext 6))
Importance: High

Dear Stephny,

The above matter and your below email to us dated 21 May 2024 refers.

FINALLY, all issues surrounding this situation has now been resolved and we are on our way to have the existing property, Erf 3758 Swakopmund, donated to Tierschutzverein Swakopmund.

Please note that the entity who is to purchase Erf 10035 (A Portion of Erf No 1307) Swakopmund, Extension No 6 is TIERSCHUTZVEREIN SWAKOPMUND. It is not a trust therefore *"the Trustees for the time being of the"* should not be put before the name. It is a Welfare Organization, see attached Certificate issued by Ministry of Health and Social Services, and therefore a normal legal entity with the only registration document being the attached Constitution. It has been confirmed with our Conveyancer in Windhoek that this entity is acceptable to the Deeds Office.

In terms of clause 7.2 of the attached Constitution, the organization is allowed to acquire immovable property and within its rights to acquire this property.

We would therefore be pleased if you could proceed with the relevant application to Counsel for the purchase of the abovementioned immovable property in the name of TIERSCHUTZVEREIN SWAKOPMUND.

Please let us know should you require any further information and/or documentation.

Thank you.

Yours faithfully,

Diana Sass

Secretary to Mr. Christo van Rensburg

Authorised and regulated by the Law Society of Namibia



**VAN RENSBURG
ASSOCIATES**

ATTORNEYS | NOTARY | VALUATOR

Email: admin@vanrensbουργassociates.com | Tel: +264 - 64 - 400 204
Fax: +264 - 64 - 404 727 / 088 650 9933

P.O.Box 61, Swakopmund, Namibia
1st Floor, Am Strand Building, Tobias Hainyeko Street



REPUBLIC OF NAMIBIA

Ministry of Health and Social Services

Private Bag 13198	Main Building	Tel: (061) 203 2069
Windhoek	Harvey	Telex: (061) 223573
Namibia	Windhoek	+26406132069(International)
Enquiries: Ms. S.N.M. Jacobs	Ref. No: 13/5/4/438	

REGISTRATION CERTIFICATE

It is hereby certified that: Tierschutzverein (Animal Rescue and Shelter) Swakopmund
P.O. Box 1306
Swakopmund

Is a registered welfare organisation in terms of Section 19 of National Welfare Act, 1965 (Act 79 of 1965) as amended.

The objectives of the organization are as follows:

- i) To provide a safe environment, protection, care and medical assistance to domestic animals;
- ii) To promote the objectives of the organisation by means of advocacy and awareness raising through lectures, exhibitions and demonstrations in the Erongo Region;
- iii) To accept, care and rehabilitate stray and surrendered animals and to find new homes whereby, to the opinion of the society, the animals will receive the appropriate care;
- iv) To encourage a culture of kindness and consideration towards animals by conducting public awareness;
- v) To network with organisations with the similar objectives in order to exchange best practices, share information and to support each other, and
- vi) To solicit funds to carry out the objectives of the organisation

Registration of the organisation is subjected to the conditions in National Welfare Act, 1965 (Act 79 of 1965) as amended and the Regulations promulgated in terms of the mentioned Act, while attention is drawn to the following:

- (a) The organisation must limit its activities to the area in its constitution.
- (b) The name and/or objectives of the organisation may not be changed without written permission from the Ministry of Health and Social Services.
- (c) The minutes of the AGM, as well as the annual- and audited financial reports after each financial year should submit to the Ministry.

The welfare organisation must display its registration number WO 438 on all public documents, advertisements, authorisations etc. This certificate can be amended or cancelled in terms of Section 21 of the National Welfare Act, 1965 (Act 79 of 1965) as amended.

Handed to/Posted to:

Signed at

Windhoek on 2013/5/2

Date

13/5/13



PERMANENT SECRETARY
MINISTRY OF HEALTH AND SOCIAL SERVICES

ANNEXURE "C"**Approval Granted by the Ministry of Urban and Rural Development**

17.05.00.1307

E 1307



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: 1 October 2019

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



Dear Mr. Benjamin,

SUBJECT: SWAKOPMUND: APPLICATION TO PROCEED WITH THE SALE OF A PORTION OF ERF 1307, SWAKOPMUND.

Your letter dated 16 July 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 proceed with the sale of a Portion of Erf 1307, measuring 1000 m², Swakopmund to the Society for the Prevention of Cruelty Against Animals (S.P.C.A) at the purchase price of N\$ 15.00/ m², (Total cost of N\$ 15 000.00) by way of Private Treaty, subject to the conditions of the Council Resolution number, C/M 2016/07/28 under item no. 11.1.3,

Yours faithfully,

[Signature]
NGHIDINA DANIEL
EXECUTIVE DIRECTOR



MUNICIPALITY OF SWAKOPMUND

DEED OF SALE

MEMORANDUM OF AGREEMENT made and entered into by and between

THE MUNICIPAL COUNCIL OF SWAKOPMUND
(hereinafter referred to as the **SELLER**)

and herein represented by

ALFEUS BENJAMIN in his capacity as Chief Executive Officer; or
MARCO PETER CLIFF SWARTS or **CLIVE LESLEY LAWRENCE** or **HELLAO**
INARUSEB or **CLARENCE CLAUDE MCCLUNE** or **VILHO SHOONGELENI**
KAULINGE in his capacity as Acting Chief Executive Officer
and

WILFRIED GROENEWALD in his capacity as Chairperson of the Management
Committee; or **CLAUS-WERNER GOLDBECK** in his capacity as Alternate
Chairperson of the Management Committee)

acting by virtue of the authority granted in terms of section 31 A (a) of the Local
Authorities Act, 1992 (Act 23 of 1992) as amended.

OF THE ONE PART

And

SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (S.P.C.A),
SWAKOPMUND (registered as a welfare organisation in terms of Section 19 of the
National Welfare Act, 1965 (Act 79 of 1965) as amended)

herein represented by

PETER HEIN WITT (ID 53070310052)
duly authorized thereto in his capacity as Chairperson
(hereinafter referred to as the **PURCHASER**)

OF THE OTHER PART

Handwritten signatures and initials:
- A signature starting with 'H' (likely Hein Witt)
- A signature starting with 'P' (likely Peter Hein Witt)
- Initials 'PHW'
- A signature starting with 'J' (likely Johannes Groenewald)
- A signature starting with 'C' (likely Claus-Werner Goldbeck)

WHEREAS the PURCHASER applied to the SELLER to purchase a portion of Erf 1307, Swakopmund, Extension 6, measuring approximately 1 000m², as per attached Diagram A 669/2020 (Erf 10035 (a Portion of Remainder Erf 1307) Swakopmund Extension 6) for consolidation with Erf 3758, Swakopmund;

AND WHEREAS the SELLER agreed to sell to the PURCHASER the above-mentioned PROPERTY;

NOW THEREFORE this agreement witnessed:

1. DESCRIPTION OF THE PROPERTY

1.1 That the SELLER hereby sells to the PURCHASER who hereby purchases **Erf 10035 (a Portion of Remainder Erf 1307), Extension 6, Swakopmund** measuring 1 000m² (hereinafter referred to as the **PROPERTY**).

1.2 The **PROPERTY** is sold "voetstoots" and subject to the following conditions:

1.2.1 The SELLER shall not be responsible for any differences or deficiency in area which may be shown by re-survey of the **PROPERTY** and likewise renounces any excess.

1.2.2 The PURCHASER shall at his own risk ascertain the situation of the **PROPERTY** and the SELLER shall not be liable to the PURCHASER for any erroneous indication, or pointing out of the situation of the **PROPERTY**, whether such erroneous indication or pointing out is due to innocent or negligent misrepresentation on the part of the SELLER.

2. STATUTORY DISCIPLINES:

2.1 The PURCHASER shall submit the approved diagram in respect of the **PROPERTY** to the SELLER within a period of 12 months from the date of signing the Deed of Sale.

- 2.2 The PURCHASER shall consolidate Erf 10035, Swakopmund with Erf 3758, Swakopmund into Erf "X", Swakopmund simultaneously with transfer.
- 2.3 Any development on the PROPERTY must be in compliance with the Swakopmund Town Planning Scheme.
- 2.4 The PURCHASER shall ascertain the proposed final level of all roads which border on the PROPERTY and the SELLER accepts no responsibility for any costs or loss arising from any innocent or negligent misrepresentation in this respect.

3. PURCHASE PRICE

The purchase price in respect of the PROPERTY shall be the amount of N\$ 15.00/m² x 1 000 m² = N\$ 15 000.00 (Fifteen Thousand Namibian Dollars Only).

The purchase price shall become due and payable in cash or secured by way of a written bank guarantee by the Purchaser payable on date of transfer.

4. TRANSFER

Transfer of the PROPERTY 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 PAYMENT OF ADVERTISEMENT COST, TRANSFER DUTIES AND STAMP DUTIES

- 5.1 Advertisement costs, as well as any other costs incidental to the transfer of the PROPERTY to the PURCHASER, including conveyancing costs, transfer duty, stamp duty and all costs in connection with the drawing of this Deed of Sale, shall be paid by the PURCHASER.
- 5.2 The PURCHASER hereby acknowledges that he is fully aware of the legal obligation upon him to pay all transfer duties to the Receiver of Revenue within a period of 6 (six) months as from the date of entering into this agreement, failing which there shall accrue to such transfer duties penalty tax payable by the PURCHASER and it shall be the PURCHASER's exclusive obligation to request the SELLER's Attorneys to make due arrangements for the payment thereof to the Receiver of Revenue within such stated period of time or to make his own arrangements for the payment thereof. To sum up, the PURCHASER can at any point in time after entering into this agreement, request the SELLER's Attorneys to deposit the correct amount of the transfer duties with the Receiver of Revenue provided that he provides the said Attorneys with sufficient funds to do so.

6. DATE OF SALE

Subject to the provisions of the Formalities in respect of Contracts of Sale of Land Act No 71 of 1969; the date of sale is determined to be the date of signing of this agreement.

7. OBLIGATIONS OF THE PURCHASER

- 7.1 The PURCHASER is from date of sale entitled as well as obliged to take possession of the PROPERTY and from the said date accepts the sole risk of the destruction of or damages to the said PROPERTY as well as the obligation to pay to the SELLER all rates and taxes, sanitary fees, water charges and any other fees to which the SELLER may be entitled to in

Ordinary Council Meeting - 30 January 2025

accordance with statutory regulations as if the PROPERTY was transferred into the PURCHASER's name on date of sale.

7.2 That the following costs pertaining to the transaction shall be borne by the PURCHASER:

- (i) Advertising in terms of Section 63 (2) of the Local Authorities Act 1992, as amended;
- (ii) Subdivision, consolidation, survey, transfer and any other costs related to this transaction.

7.3 All documents, deeds or other written forms to be completed as required by law or practice required for the transfer of the PROPERTY in the name of the PURCHASER will be prepared by the SELLER's attorneys and the PURCHASER undertakes to sign and complete all such documents, deeds or other written forms immediately when requested to do so and return same to the aforementioned attorneys. The PURCHASER undertakes to sign this agreement immediately when requested to do so and return same to the SELLER or the SELLER's duly authorised representatives.

The PURCHASER undertakes also to:

- (i) Pay all amounts or payments due by himself in terms of paragraphs 3 and 5 and
- (ii) complete all documents, deeds or other written forms requested from himself in terms of 7.3 within 21 (twenty-one) days after he is requested to pay or complete and send the above-mentioned to the SELLER, or the SELLER's duly authorised agents, whichever ever the case may be.



7.4 All payments made hereunder shall be made by the PURCHASER at the office of the Municipality of Swakopmund, unless the SELLER indicates otherwise in writing.

[Handwritten signatures and initials]

- 7.5 In planning any retaining wall or walls and of any additional buildings to be erected on the PROPERTY, the PURCHASER shall take into account the street levels and any such retaining wall shall not be considered as approved by the SELLER until such time that a certificate to the effect that such retaining wall will effectively prevent any portion of the PROPERTY from falling into the street or *vice versa*, when the street is constructed, is issued by the SELLER.
- 7.6 Should the SELLER make any concession in favour of the PURCHASER in respect of the extension of any time limit within which the PURCHASER should have fulfilled any obligation in terms of this agreement, or should the SELLER condone (either explicitly or implicitly or tacitly) the non-compliance by the PURCHASER of any of the PURCHASER's obligations in terms of this agreement, then, under no circumstances whatsoever, shall such concession or condonation be construed as or deemed to be, a waiver of the SELLER's right (or an execution of its election) to nevertheless at any time after such concession or condonation, insist upon the strict and punctual compliance by the PURCHASER with any obligation under this agreement.

8. CONDITIONS OF SALE

- 8.1 This sale is subject to the following conditions, whether such conditions are registered against the Title of the PROPERTY in the Deed of Transfer or not and which shall be binding on any successor-in-title:
- (a) The conditions imposed or which may be imposed in terms of the provisions of the Townships and Division of Land Ordinance, No 11 of 1963 and Division of Land Amendment Act 1992 (Act 28 of 1992) or any previous enactments;
- (b) The conditions of the Town Planning Scheme of Swakopmund, as amended.

  Any PHW

- 8.2 Should any of the conditions referred to in 8.1 hereof not be registered in the Title Deed of the PROPERTY, the PURCHASER shall nevertheless be obliged to bind his successor-in-title thereto in terms of the provisions of 8.3 of this agreement.
- 8.3 The PURCHASER hereby binds himself and undertakes to the SELLER not to effect the registration of the transfer of the PROPERTY into the name of its successor-in-title until and unless its successor-in-title shall have bound itself and undertook in writing to the SELLER to *mutatis mutandis* be held bound and to comply with each and every obligation of the PURCHASER created in or arising from this agreement. The PURCHASER hereby agrees that the SELLER may withhold the issue of the Special Clearance Certificate until such time as the stipulations of this clause have been complied with.
- 8.4 Should the PURCHASER fail to comply with the stipulations of 8.2 and whether or not such registration of transfer took place on a voluntary or involuntary basis or for whatever reason, the PURCHASER shall be held bound to the SELLER for the due and punctual performance of all obligations in terms of this contract, as if such transfer did take place and the PURCHASER shall remain to be held bound to honour each and every obligation resting upon him, in terms of the provisions of this agreement.

9. TERMINATION AND CANCELLATION

- 9.1 Should the PURCHASER be in default to punctually comply with any material stipulation or condition of this agreement the SELLER will be entitled (but not compelled) to cancel this agreement in which case the SELLER will be entitled (but not compelled) to stipulate a certain period, by means of a written notice to the PURCHASER, within which period the PURCHASER shall remedy such breach and, failing compliance therewith this agreement shall be terminated.



PHW



- 9.2 Should the agreement of sale be cancelled due to material breach of contract by the PURCHASER, either in the manner of non-compliance with the stipulations set out in 9.1 hereof, or in any other form of breach of any other material term or condition hereof, then the PURCHASER shall have no right to claim to be reimbursed in respect of any improvements made on the PROPERTY, on the distinct understanding that the SELLER is nevertheless entitled (but not compelled) to request the PURCHASER to dispose of and remove any such improvements from the PROPERTY within a specific period, failing which the PURCHASER shall not be entitled any longer to dispose of or remove the improvements, nor be entitled to enter onto the said the PROPERTY. However, the PURCHASER will be held responsible for all reasonable expenditure incurred by the SELLER in disposing of or removing any such improvements over and above any other claim for damages which the SELLER may have or retain against the PURCHASER.
- 9.3 Should this agreement be cancelled in terms of the provisions of 9.1 hereof the SELLER shall also have the right to retain all moneys paid by the PURCHASER in terms of this agreement or retain any part thereof as a pre-estimated amount in consideration of the PURCHASER's breach of contract as a penalty which the PURCHASER agrees to pay to the SELLER in terms of the Conventional Penalties Act, 1962 (Act No 15 of 1962) for any breach by the PURCHASER of any provision of this agreement.
- 9.4 Should the PURCHASER be in breach of any term or condition of this agreement of sale, the SELLER shall be entitled to claim costs from the PURCHASER on a scale as between attorney and client.

10. DOMICILIUM

The parties choose *domicilia citandi et executandi* for the purpose of any notification in writing or any other notice which may be required to be given to the SELLER / PURCHASER in terms of this agreement at:

Page 8 of 12

[Handwritten signature]

[Handwritten signature] PHW

THE SELLER: P O BOX 53
SWAKOPMUND
Swakopmund Municipality
c/o Rakotoka Street & Daniel Kamho Avenue
SWAKOPMUND

THE PURCHASER: P O BOX 1306
SWAKOPMUND
☎ +264 64 404 419 / 📠 +264 64 – 406 158
shelter@spcaswakopmund.com
38 Windhuker Street, SWAKOPMUND

or any such other address whereof the PURCHASER shall notify the SELLER by registered post or by notice in writing delivered to the SELLER; on the distinct understanding that such address shall be within the Republic of Namibia further that such address shall be situated within 10 (ten) kilometres from a magistrates court, established in terms of the Magistrates Courts Act No 32 of 1944, as amended.

10. JURISDICTION

The parties hereby consent to the jurisdiction of the Magistrate's Court for the district of Swakopmund in respect of any claim or point at issue that may occur by virtue of this agreement of sale in terms of the stipulations of Section 45 of Act 32 of 1944 (Magistrate's Courts Act), as amended, notwithstanding the fact that the said Magistrates Court, otherwise possibly might have had no jurisdiction over such claim, on the distinct understanding that it will nevertheless be in the SELLER's exclusive discretion to decide whether any claim or dispute will be referred to the High Court of Namibia for adjudication.

11. GENERAL

11.1 In this agreement, unless the context explicitly or by necessary implication bears a contrary meaning;

Handwritten signatures and initials are present at the bottom right of the page. There are several distinct marks, including what appears to be a signature 'PHW' and other initials like 'AM' and 'MS'.

Ordinary Council Meeting - 30 January 2025

- (i) Masculine shall also include the feminine or neuter and vice versa.
- (ii) A notice in writing shall mean a document in writing sent by prepaid registered post and addressed to the PURCHASER's *domicilium citandi et executandi*, or personally delivered to the PURCHASER's *domicilium citandi et executandi*, or delivered to the PURCHASER personally.

11.2 No tree of the *prosopis* species may be planted or is allowed to grow on the PROPERTY.

THUS DONE AND SIGNED BY THE COUNCIL AT SWAKOPMUND ON THIS 30th DAY OF January 2021.

AS WITNESSES:


1. 


2. 


 CHIEF EXECUTIVE OFFICER
 L. 11.1
 CHAIRPERSON / ALTERNATE
 CHAIRPERSON OF THE
 MANAGEMENT COMMITTEE

THUS DONE AND SIGNED BY PURCHASER AT Sink ON THIS 19th DAY OF January 2021.

AS WITNESSES:



2. 


 PURCHASER

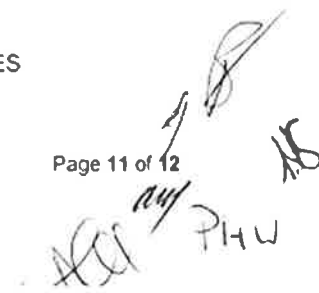


PARAGRAPH 1

- 1. Entity : SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS
- 1.1 SURNAME : Witt
- 1.2 FULL NAMES : Peter Hein
- 1.3 NAMIBIAN IDENTITY NUMBER : 53070310052
- 1.4 DATE OF BIRTH : 03 July 1953
- 1.5 IF FEMININE
 - 1.5.1 MAIDEN NAME : N/A
 - 1.5.2 ARE YOU SINGLE, MARRIED, DIVORCED OR A WIDOW:
 - 1.5.3 IF MARRIED, ARE YOU MARRIED:
 - In Community of Property
 - Out of Community of Property
 - 1.5.4 IF MARRIED OUT OF COMMUNITY OF PROPERTY, PLEASE ENCLOSE A COPY OF THE ANTENUPTIAL CONTRACT.
 - 1.5.5 WIFE'S FULL NAMES:
 - 1.5.6 ALL SURNAMES PREVIOUSLY KNOWN BY:

PARAGRAPH 2

- 2. DESCRIPTION OF PROPERTY
 - 2.1 ERF NO : Erf 10035 (a Portion of Erf 1307), Extension 6, Swakopmund
 - 2.2 TOWN : SWAKOPMUND SITUATED IN THE MUNICIPAL AREA OF SWAKOPMUND REGISTRATION-DIVISION "G".
 - 2.3 MEASURING APPROXIMATELY 1 000 SQUARE METRES



 PHW

PARAGRAPH 3

PURCHASE PRICE : N\$ 15 000.00
(FIFTEEN THOUSAND NAMIBIAN DOLLARS ONLY)
SHALL BE PAYABLE IN CASH OR SECURED BY WAY OF
A WRITTEN BANK GUARANTEE PAYABLE ON DATE OF
TRANSFER.

PARAGRAPH 4

ADDRESS: P O BOX 1306
SWAKOPMUND
☎ 064 - 404419 / 📠 064 - 406158
shelter@spcaswakopmund.com

BEING DOMICILIUM CITANDI ET EXECUTANDI

PARAGRAPH 5

THE FOLLOWING CONDITIONS SHALL BE REGISTERED IN FAVOUR OF THE
LOCAL AUTHORITY.

**"NO TREE OF THE PROSOPIS SPECIES MAY BE PLANTED OR IS
ALLOWED TO GROW ON THE ERF".**

[Handwritten signatures and initials]

11.1.18 **IMPLEMENTATION OF THE MINIMUM WAGE FOR SECURITY GUARDS**
(C/M 2025/01/30 - 16/2/6/3)

Ordinary Management Committee Meeting of 16 January 2025, Addendum **10.8** page **03** refers.

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

INTRODUCTION

The Wage Order for Setting National Minimum Wage for Employees was gazetted on **07 August 2024**. In terms of point 3(1) the Order states the following:

Application of Order

3. (1) This Order applies to all employees and their employers including employees placed by a private employment agency as defined in section 1 of the Employment Services Act, 2011 (Act No. 8 of 2011).

PROCUREMENT COMMITTEE RECOMMENDATION

The Procurement Committee on 11 December 2024, under item 14.9 recommended as follows, the recommendation was supported by the Accounting Officer:

14.9 NCS/DP/SM-069/2024: IMPLEMENTATION OF THE MINIMUM WAGE FOR SECURITY GUARDS
(P/C 11 December 2024 16/2/6/3)

RECOMMENDED:

- (a) That the hourly rate of the following service providers be increased by 106%, in terms of point 3(1) the Wage Order for Setting National Minimum Wage for Employees gazetted on 07 August 2024.
- (b) That the new hourly rate from 01 January 2025 be as follows:

Direct Procurement

36. (1) A direct procurement method allows a public entity to procure goods or services from a single source without competition.

- (2) A direct procurement is permitted -

(b) within the prescribed limits, for additional deliveries of goods by the original supplier which are intended either as partial replacement or extension for existing goods, services, or installations and where a change of supplier would compel the public entity to procure equipment or services not meeting requirements of interchangeability with already existing equipment or service;

No.	Bidder / Supplier	Lots	Number Of Security Guards	Current Hourly Rate	Hourly Rate Increased With 106%	Monthly Expenditure
1.	Omle Security Services CC	Lot 1	35	11.02	22.70	286 020.00
2.	Tripple One Investments CC	Lot 2	34	11.70	24.10	294 984.00
3.	Nelito Investments CC	Lot 3	32	11.36	23.40	269 568.00
4.	PIS Security Services CC	Lot 4	34	11.88	24.47	299 512.80
5.	Omambudu Security Services	Lot 5	53	11.56	23.81	454 294.80
TOTAL MONTHLY EXPENDITURE ON SECURITY GUARDS						1,604,379.60

- (c) That the Procurement Management Unit conveys the recommended increase for the following service providers to the Central Procurement Board of Namibia, as the appointing authority:
1. **Omlle Security Services CC**
 2. **Tripple One Investments CC**
 3. **Nelito Investments CC**
 4. **PIS Security Services CC**
- (d) That the General Manager: Corporate Services and Human Capital investigates the implementation of passive security measures to cut costs for future security guards procurement.
- (e) That the General Manager: Corporate Services and Human Capital investigates request for additional funds from Council for the project.

CURRENT SITUATION

According to the Government Gazette of **17 September 2017**, the current hourly rate for security guards is **N\$8.75**.

The new Wage Order for Setting National Minimum Wage for Employees was gazetted on **07 August 2024** and determined the hourly rate at N\$18.00 from **01 January 2025**.

FINANCIAL IMPLICATIONS

The Wage Order, gazetted on **07 August 2024** has escalated the current hourly rate of **N\$8.75** by 106%. It is therefore recommended that the rates of all current security service providers be increased by 106%, to be in line with the minimum rate requirements.

The new hourly rate from **01 January 2025** will be as follows:

No.	Bidder / Supplier	Number Of Security Guards	Current HourlyRate	Hourly Rate Increased With 106%	Monthly Expenditure
1.	Omlle Security Services CC	35	11.02	22.70	286 020.00
2.	Tripple One Investments CC	34	11.70	24.10	294 984.00
3.	Nelito Investments CC	32	11.36	23.40	269 568.00
4.	PIS Security Services CC	34	11.88	24.47	299 512.80
5.	Omambudu Security Services	53	11.56	23.81	454 294.80
TOTAL MONTHLY EXPENDITURE ON SECURITY GUARDS					1,604,379.60

The new hourly rate from **1 January 2025** has a huge financial impact on the Council's security expenditures. As a result, Corporate Services and Human Capital is investigating the implementation of possible passive security measures to cut costs for future security guard procurement.

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

RECOMMENDED:

- (a) That Council takes note of the hourly rate increase from **N\$8.75 to N\$18.00 (106%)** of the following service providers from **01 January 2025**, in terms of point 3(1) the Wage Order for Setting National Minimum Wage for Employees gazetted on **07 August 2024**.

No.	Bidder / Supplier	Lots	Number Of Security Guards	Current Hourly Rate	Hourly Rate Increased With 106%	Monthly Expenditure
1.	Omle Security Services CC	Lot 1	35	11.02	22.70	286 020.00
2.	Tripple One Investments CC	Lot 2	34	11.70	24.10	294 984.00
3.	Nelito Investments CC	Lot 3	32	11.36	23.40	269 568.00
4.	PIS Security Services CC	Lot 4	34	11.88	24.47	299 512.80
5.	Omambudu Security Services	Lot 5	53	11.56	23.81	454 294.80
TOTAL MONTHLY EXPENDITURE ON SECURITY GUARDS						1,604,379.60

- (b) That the General Manager: Corporate Services and Human Capital investigates the implementation of possible passive security measures to cut costs for future security guards procurement.
- (c) That no new requests for security guards at permanent stations be entertained, unless the respective department can show that there are no acceptable alternatives, and should the need for security guards at an approved site fall away, such security guards will not be relocated to a new site.
- (d) That permission be granted to the General Manager: Finance to source additional funds for the project.
-



GOVERNMENT GAZETTE
OF THE
REPUBLIC OF NAMIBIA

N\$8.00

WINDHOEK - 7 August 2024

No. 8409

CONTENTS

Page

GOVERNMENT NOTICE

No. 218 Wage Order for Setting National Minimum Wage for Employees: Labour Act, 2007..... 1

Government Notice

MINISTRY OF LABOUR, INDUSTRIAL RELATIONS AND EMPLOYMENT CREATION

No. 218

2024

**WAGE ORDER FOR SETTING NATIONAL MINIMUM WAGE FOR EMPLOYEES:
LABOUR ACT, 2007**

Under section 13 of the Labour Act, 2007 (Act No. 11 of 2007), I have, after considering the report and recommendations of the Wages Commission, made the wage order setting the national minimum wage for employees as set out in the Schedule.

U. NUJOMA
MINISTER OF LABOUR, INDUSTRIAL
RELATIONS AND EMPLOYMENT CREATION

Windhoek, 24 July 2024

SCHEDULE

ARRANGEMENT OF ORDER

1. Definitions
2. Purpose of Order
3. Application of Order
4. Effect of Order
5. Minimum wage for employees

6. Duty to pay full monetary remuneration
7. Calculation of minimum wage
8. Review period

Definitions

1. In this Order, a word or expression to which a meaning has been given in the Act has that meaning, and unless the context otherwise indicates –

“agricultural worker” means a person working for an agricultural undertaking or an agricultural employer for any period of time;

“domestic worker” means a person engaged in domestic work in an employment relationship, including a child-minder, cook, driver, gardener or housekeeper;

“the Act” means the Labour Act, 2007 (Act No. 11 of 2007); and

“this Order” means the Wage Order for Setting a National Minimum Wage for Employees.

Purpose of Order

2. (1) The purpose of this Order is to effectively contribute to the reduction of poverty and inequality by –

- (a) setting fair wage standards; and
- (b) promoting equitable economic opportunities for all employees, and to work progressively to attain the goal of a living wage set out in Article 95(i) of the Namibian Constitution.

Application of Order

3. (1) This Order applies to all employees and their employers including employees placed by a private employment agency as defined in section 1 of the Employment Services Act, 2011 (Act No. 8 of 2011).

(2) This Order does not apply to members of the Namibian Defence Force, Namibian police force, municipal police service established as contemplated in section 43C of the Police Act, 1990 (Act No. 19 of 1990), Namibia Central Intelligence Service and Namibia Correctional Service.

Effect of Order

4. (1) Every employee is entitled to payment of a wage in an amount no less than the national minimum wage.

(2) Every employer must pay wages to its employees that are no less than the national minimum wage.

(3) The national minimum wage constitutes a term of every contract of employment except to the extent that a contract of employment, collective agreement or law provides a wage that is more favourable to the employee.

(4) This Order supersedes the existing Wage Order for Domestic Workers published under Government Notice No. 258 of 29 September 2017 and the Collective Agreement between the Agricultural Employer’s Association and the Namibian Farmers’ Union in so far as it relates to the rate of minimum wage.

Minimum wage for employees

5. (1) With effect from 1 January 2025 the minimum wage for employees is N\$18.00 per hour.

- (2) Despite subsection (1) –
- (a) domestic workers are entitled to:
- (i) N\$12.00 per hour with effect from 1 January 2025;
 - (ii) N\$15.00 per hour from 1 January 2026; and
 - (iii) N\$18.00 per hour from 1 January 2027.
- (b) agriculture workers are entitled to:
- (i) N\$10.00 per hour with effect from 1 January 2025;
 - (ii) N\$14.00 per hour from 1 January 2026; and
 - (iii) N\$18.00 per hour from 1 January 2027.

Duty to pay full monetary remuneration

6. An employer –
- (a) must pay an employee the full amount of the minimum wage contemplated in paragraph 5 of this Order; or
- (b) a higher wage agreed on minus lawful deductions as contemplated in section 12 of the Act and may not deduct from the monetary remuneration the value of in-kind payments or contributions such as food, clothing or housing.

Calculation of minimum wage

7. (1) Despite any contract or law to the contrary, the calculation of a wage for this Order is the amount payable in money for ordinary hours of work excluding –
- (a) any payment made to enable an employee to perform his or her duties, including equipment, tools, food or accommodation allowance;
 - (b) allowances related to travel, subsistence, housing, motor vehicles, transport and professional matters;
 - (c) gratuities, including bonuses, tips or gifts;
 - (d) pay for overtime work;
 - (e) additional pay for work on a Sunday or a public holiday;
 - (f) additional pay for night work; or
 - (g) payments in respect of pension, annuity, medical benefits or insurance.

Review period

8. This Order must be reviewed by the Wages Commission every two years in addition to any annual inflationary increase provided for in the Act.



+264 (64) 410 4200 | swkmun@swkmun.com.na | P.O. Box 53, Swakopmund, Namibia

08 November 2024

Enquiries: Mr. H Kanandjembo
Ref No: 16/2/6/3

NOTICE FOR SELECTION OF AWARD
(Section 55(4) of Act)
(Regulation 38(1))

NOTICE TO BIDDER SELECTED FOR AWARD

PROCUREMENT REFERENCE NUMBER: NCS/ONB/SM-003/2024: PROVISION OF SECURITY SERVICES FOR A PERIOD OF FIFTEEN (15) MONTHS

FROM : Swakopmund Municipality
TO : Omambudu Security Services
POSTAL ADDRESS : P O Box 4249, Swakopmund
EMAIL : omambudusec@gmail.com

Kindly note that in terms of section 55 of the Public Procurement Act, (Act No. 15 of 2015) as amended **Omambudu Security Services** has been selected for award.

You are hereby informed that the abovementioned bid with the total value **NS11,56 rate per hour per guard (VAT Incl.), bid amount NS3 418 754.40 (VAT Incl.), for a period of 18 months starting (01 December 2024 - 31 March 2026)** has been accepted by the Accounting Officer.

Section 33 (1)(i) of the Public Procurement Regulations, (Act No. 15 of 2015) states;

(i) a bid security in the form of a bank guarantee must be issued by a commercial bank in order to be acceptable by a public entity;

You are hereby requested to submit a Performance Security as stated on **Page 32, ITB 35.1** of the bid document, to the Procurement Management Unit on or before **28 November 2024**.

- Your bid price is **NS3 418 754.40** thus **10%** of your bid price will be **NS341 875,44** which will be the acceptable Performance Security for this bid.





+264 64 410 4200 | swkmun@swkmun.com.na | P.O. Box 53, Swakopmund, Namibia

Should you require more information, please do not hesitate to contact the Head of Procurement Management Unit, Mr H Kanandjembo, at telephone number (064) 4104104 or by e-mail, pmu@swkmun.com.na.

Yours sincerely


Alfeus Benjamin
ACCOUNTING OFFICER
ibm





AWARD OF PROCUREMENT CONTRACT

NOTICE IN TERMS OF SECTION 55(8) OF THE PUBLIC PROCUREMENT ACT, 15 OF 2015

15 September 2023

TO ALL BIDDERS:

Pursuant to section 55(8) of the Public Procurement Act, 15 of 2015 and in line with ITB 32.1 of the Bidding Document of the above-referenced bid, this notice serves to notify all bidders who submitted bids for this bid, that following the evaluation process, the contract has been awarded as follows:

Bidder No.	Name of the Successful Bidder	Lot(s) Awarded	Bid Price N\$ read out at Bid Opening (s)	Corrections of Errors N\$	Proposed Award Amount (N\$)	Physical Address
37	Omle Security Services CC	Lot 1: Zone 1	3,702,888.00	(370,288.80)	3,332,599.20	Erf 1024, Kleinne Kuppe, Windhoek
21	Tripple One Investments CC	Lot 2: Zone 2	3,437,726.40	116.60	3,437,830.00	Erf 3967, Eistein Street, Swakopmund
9	Nelito Investments CC	Lot 3: Zone 3	3,142,656.00	None	3,142,656.00	Erf 37, Sunbird Street, Narerville, Walvis Bay
8	PIS Security Services CC	Lot 4: Zone 4	3,490,848.00	None	3,490,848.00	Erf 10456 Hans Dietrich Genscher Street, Windhoek

For more details, please log on to: www.cpbm.com.na

A. Ngavetene

Chairperson



+264 61 462760

proc@cpbn.na

www.cpbm.com.na

P.O. BOX 21650

C/O 8161 Julius Nyerere Street, Windhoek

The minimum wage in the Security Industry is to be implemented and enforced through:

- 8.1 Public education and information dissemination by the Parties to members and non-members of the Parties;
- 8.2 Inspections of the security enterprises and their wage registers by Labour Inspectors as provided for in the relevant labour legislations;
- 8.3 Ensuring compliance with relevant legal provisions;
- 8.4 Imposing of penalties for non-compliance with the minimum wage, and such penalties to be in accordance of the Labour Act and SESORB Act of Namibia.
- 8.5 Protection of security officers against victimization and unfair treatment.

ARTICLE 9

MINIMUM WAGE FOR ENTRY LEVEL OF SECURITY OFFICERS

- 9.1 The minimum wage for the entry level of Security Officers shall be N\$8.75 per hour effective from 1 January 2017.
- 9.2 The wages of Security Officers who are currently earning N\$6.75 to N\$7.00 per hour will be adjusted to a minimum of N\$8.75 per hour as from 1 January 2017.
- 9.3 As from 1 July 2017 the minimum wage for all Security Officers who have, at that time, been employed with their current employer for a cumulative period of no less than 12 months, shall be N\$ 10.00 per hour.
- 9.4 The parties agree to commence with further discussions during March 2017 on the following issues: housing allowances, transport allowances and pension fund contributions, as well as the implementation of the SESORB act and its regulations.
- 9.5 The Employers shall provide all employees with uniforms on the following basis:
 - 9.5.1 The employer shall retain from the employee N\$300.00 as deposit for the uniform;
 - 9.5.2 The employer shall refund the N\$300.00 deposit to the employee at the time of the employee's termination of service and upon the employee's return of the full set of uniform to the employer, fair wear and tear expected;
 - 9.5.3 Should an employee neglect to return his uniform in full and/or return it in a dilapidated condition, then he/she will be held responsible for the total cost of the uniform pieces not returned. Failure to return any uniform piece can lead to legal

action. The same apply to employers if he/she fails to refund in full the N\$300.00 deposit on uniform upon return of the full set;

9.5.4 The employer at his expense shall exchange the uniform of each employee as follows:

- (a) Two pairs of trousers yearly;
- (b) Two shirts/blouse yearly;
- (c) A hat/cap yearly when applicable
- (d) A tie every second year when applicable;
- (e) Shoulder Flashes every second year when applicable;
- (f) A blazer every third year when applicable;
- (g) A jersey yearly when applicable;

9.5.5 The employee shall cover the full cost of shoes/boots and non-branded items such as jackets etc.

9.5.6 A uniform item stays the property of the Company.

9.6 Notwithstanding the publication of this agreement in the *Gazette*, it shall be effective from 1 January 2017 and shall remain in force until a new agreement is reached. The parties agree to commence with negotiations with the view to enter into a new collective agreement by no later than 1 August 2018.

11.1.19

FEEDBACK ON 63 SINGLE RESIDENTIAL ERVEN ALLOCATED TO SWAKOP URANIUM EMPLOYEES IN EXTENSION 25, SWAKOPMUND AND APPROVAL FOR ALLOCATION OF THE REMAINING 4 ERVEN

(C/M 2025/01/30 - 17/1/4/2/1/11)

Ordinary Management Committee Meeting of 16 January 2025, Addendum **10.9** page **15** refers.

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

1. **INTRODUCTION**

The purpose of this submission is to allocate the remaining erven and provide an update to Council on the progress made regarding the sale of 63 single residential erven allocated to the employees of Swakop Uranium in Extension 25, Swakopmund. A layout map is attached as **Annexure "A"**.

2. **BACKGROUND**

2.1. On **25 January 2024**, the first 10 single residential erven were approved by Council and mapped a way forward regarding the project of the sale of the 63 residential erven under 11.1.22 as follows:

(a) That Council takes note of the progress of the sale of 63 Single Residential erven at Extension 25, Swakopmund, that is allocated to employees of Swakop Uranium.

(b) That Council approves the allocation of 10 erven to the listed employees of SU below, who have submitted the required bank preapprovals and sworn declarations.

No	Name	Erf No.	Size M ²	Erf Purchase Price	Submitted Pre-Approval (Amount)
1	Rhoodie Nangolo	6907	531	NAD 95 580.00	NAD 560,000.00
2	Richard Basson	6878	413	NAD 74 340.00	NAD 650,000.00
3	Divan Bussel	6894	400	NAD 72 000.00	NAD 751,000.00
4	Festus Sheetheni	6896	400	NAD 72 000.00	NAD 600,000.00
5	Efraim Ngolo	6898	400	NAD 72 000.00	NAD 560,000.00
6	Patrick Gonteb	6909	400	NAD 72 000.00	NAD 786,000.00
7	Lukas Dumeni	6899	400	NAD 72 000.00	NAD 500,000.00
8	Seblon Keendjele	6910	400	NAD 72 000.00	NAD 1,073,000.00
9	Beveline Khoases	6918	400	NAD 72 000.00	NAD 490,000.00
10	Lukas Ipinge	6926	400	NAD 72 000.00	NAD 1,250,000.00

(c) That the remaining 53 beneficiaries as per Annexure "C" (on file) submit the required documents within 30 days from the date of the Council resolution, failing which they will forfeit the opportunity, and the erven will be allocated to other Swakop Uranium employees.

(d) That Council takes note of the applicants in the table below that are not on the Master waiting list but have submitted the required documents.

No	Name	Master Waiting List	Sworn Declaration	Bank Pre-Approval (NAD)
1	Epafra N Nambale	No	Yes	1,095,000.00
2	P Shikuyele	No	Not Submitted	480,000.00
3	Abiud Tjjjazembua	No	Yes	1,500,000.00
4	Elias & Girly M Mbaoroka	No	Yes	750,000.00
5	Lasarus Ipangelwa Lasarus	No	Yes	400,000.00

6	Elishe Nghinaudja & Edward Matheus	No	Yes	1,248,157.65
7	Josef H Shikongo	No	Yes	651,000.00
8	Tsaraeb Nelson Nesley	No	Yes	1,200,000.00
9	Jeffrey Nathan Van Rooyen	No	Yes	550,000.00
10	Jonas Buti Mbangu	No	Yes	452,000.00
11	Pombili D Matsi	No	Yes	Not submitted
12	Judge Mwadinomo Nakwatumba & Sidney Petrus Andreas	No	Yes	Not submitted
13	Magdalena L Libala	No	Yes	Not submitted
14	Nelson Protasius	No	Yes	650,000.00
15	Titus Ndemuweda	Yes	Yes	600,000.00
16	Lloyd Mwinga	Yes	Yes	Not submitted

- (e) That should the remaining 53 beneficiaries not submit the required documents within 30 days from the date of Council resolution, the 16 applicants in (d) above be given an opportunity to select erf from the remaining 53 erven.
- (f) That the 16 applicants in (d) above be given 30 days from the date the first 30 days in (c) & (e) above lapses.
- (g) That the remaining 37 erven be allocated to SU employees who meets the condition of sale and submit the required documents within 30 days on a round robin list of 30 days each, until all remaining erven are successfully allocated to Swakop Uranium employees.
- (h) That the purchase price and all other conditions of sale determined at the initial allocation remains enforceable.
- (i) That the proposed sale be published in terms of section 63 (2) of the Local Authorities Act, (Act 23 of 1992) as amended, and the beneficiaries be responsible for such cost.
- (j) That subsequent to placement of the advert, an application in terms of section 30 (1) (t) of the Local Authority's Act, (Act 23 of 1992), as amended, be lodged with the Ministry of Urban and Rural Development for consent to sell to the beneficiaries.
- (k) That Council does not approve the request by Swakop Uranium for South Haven Holdings (Pty) Ltd (the developer) to purchase the 63 erven on behalf of the beneficiaries.
- (l) That the developer will only commence with the construction of the houses:
- (i) After beneficiaries have been approved by Council,
 - (ii) The erven have been advertised in terms of section 63 of the Local Authorities Act, Act 23 of 1992, as amended,
 - (iii) Ministerial consent is given from Ministry of Urban and Rural Development in terms of section 30 (1) (t) of the Local Authority's Act, (Act 23 of 1992), as amended, to sell the erven to the beneficiaries.
 - (iv) The beneficiaries have settled the purchase price and/or made arrangements with banking institutions to settle the purchase price.
 - (v) Upon registration of transfer of the property."

- 2.2. On **4 June 2024**, Council approved the sale of 32 single residential erven to SU employees under item 11.1.5
- 2.3. The single residential erven mentioned in point 2.1 and 2.2 adds up to 42. The sale of these 42 single residential erven were approved by Council and advertised in Namib Times and the Namibian newspapers, and Ministerial consent for the sale was granted on **22 July 2024 (Annexure "B")**.
- 2.4. Again, on **8 October 2024** Council approved another batch of 19 single residential erven to employees of Swakop Uranium under item 11.1.8.

3. **DISCUSSION**

3.1 **Update on signing of the deed of Sale on 42 Single Residential**

42/63 beneficiaries were allocated erven as was approved by Council at its meeting of 25 **January 2024** and **4 June 2024**. Ministerial approval was granted on **22 July 2024**. The beneficiaries were invited to sign the Deeds of sale and were granted time until **27 September 2024**. However, only 34/42 have signed the Deeds of Sale of which 6 beneficiaries have not signed yet.

One of the beneficiaries, Mr Joseph Halolye Shikongo, was mistakenly allocated two erven (Erf 6905 and Erf 6908). Mr Shikongo retained Erf 6905, while Erf 6908 will be reallocated to another applicant. Furthermore, Ms. N.T. Nhinda, who was allocated Erf 6891, disclosed that she is not a first-time homeowner as she owns a commercial farm. As a result, Erf 6891 will be reallocated to another SU applicant.

3.2 **The 19 SU employees approved on 8 October 2024**

Since the approval of 19 SU employees at the Council meeting on **8 October 2024**, no progress has been made, pending payment for newspaper advertisement costs in accordance with Section 63 of the Local Authority Act (Act 23 of 1992) as amended. Numerous letters of demand have been issued to the Swakop Uranium Housing Committee (**Annexure "C"**), but to no avail.

3.3 **New applications for allocation received on 22 October 2024**

On **22 October 2024**, the Housing Section received sworn declarations and bank pre-approvals from 4 SU employees to be considered for allocation. The details of the applications are as follows:

No	Name & Surname	Sworn Declaration	Bank Pre-approval (NAD)
1	<i>Panduleni Sifela and Sesta Kongeni Omwene Shifela</i>	Yes	1, 300,000.00
2	<i>David Hilithilwa Ekandjo</i>	Yes	609, 534.00
3	<i>Charles Uulenga lita</i>	Yes	500, 000.00
4	<i>Selbon Uudhigu and Laimi Nditala Endjala</i>	Yes	850, 000.00

4. **PROPOSAL**

4.1. **Unclaimed 6 erven from the approved 42**

It is proposed that should Council receive new applications from SU employees, the following 6 applicants who failed to sign the Deeds of Sale, despite several extension be revoked, and the erven be allocated to new eligible applicants:

NO	NAME	ERF NO.	SIZE m²	ERF PURCHASE PRICE
1	<i>Salomon Kambinda</i>	6890	400	NAD 72 000.00
2	<i>Lukas Dumeni</i>	6899	400	NAD 72 000.00
3	<i>Epafras N Nambele</i>	6912	666	NAD 112 880.00
4	<i>Teopoline Ndiilonga Tulina Matola</i>	6916	400	NAD 72 000.00
5	<i>Abiud Tijjazembua</i>	6920	653	NAD 117 540.00
6	<i>Elias and Girly M Mbaoroka</i>	6938	612	NAD 110 160.00

4.2 **The 19 SU employees approved on 8 October 2024**

It is proposed for follow up to be made with the Housing committee, and or the beneficiaries to pay for the advertisement fee to proceed with publishing of the notice.

4.3 Applications received on 22 October 2024

It is proposed that the remaining 4 erven be allocated to SU employees who submitted the required documents (declaration of first-time homeownership and bank preapprovals) on **22 October 2024** as follows:

NO	NAME	ERF NO.	SIZE m ²	ERF PURCHASE PRICE
1	Panduleni Shifela and Sesta Kongeni Omwene Shifela	6944	400	NAD 72 000.00
2	David Hilithilwa Ekandjo	6908	400	NAD 72 000.00
3	Charles Uulenga lita	6891	400	NAD 72 000.00
4	Selbon Uudhigu and Laimi Nditala Endjala	6936	397	NAD 71 460.00

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

RECOMMENDED:

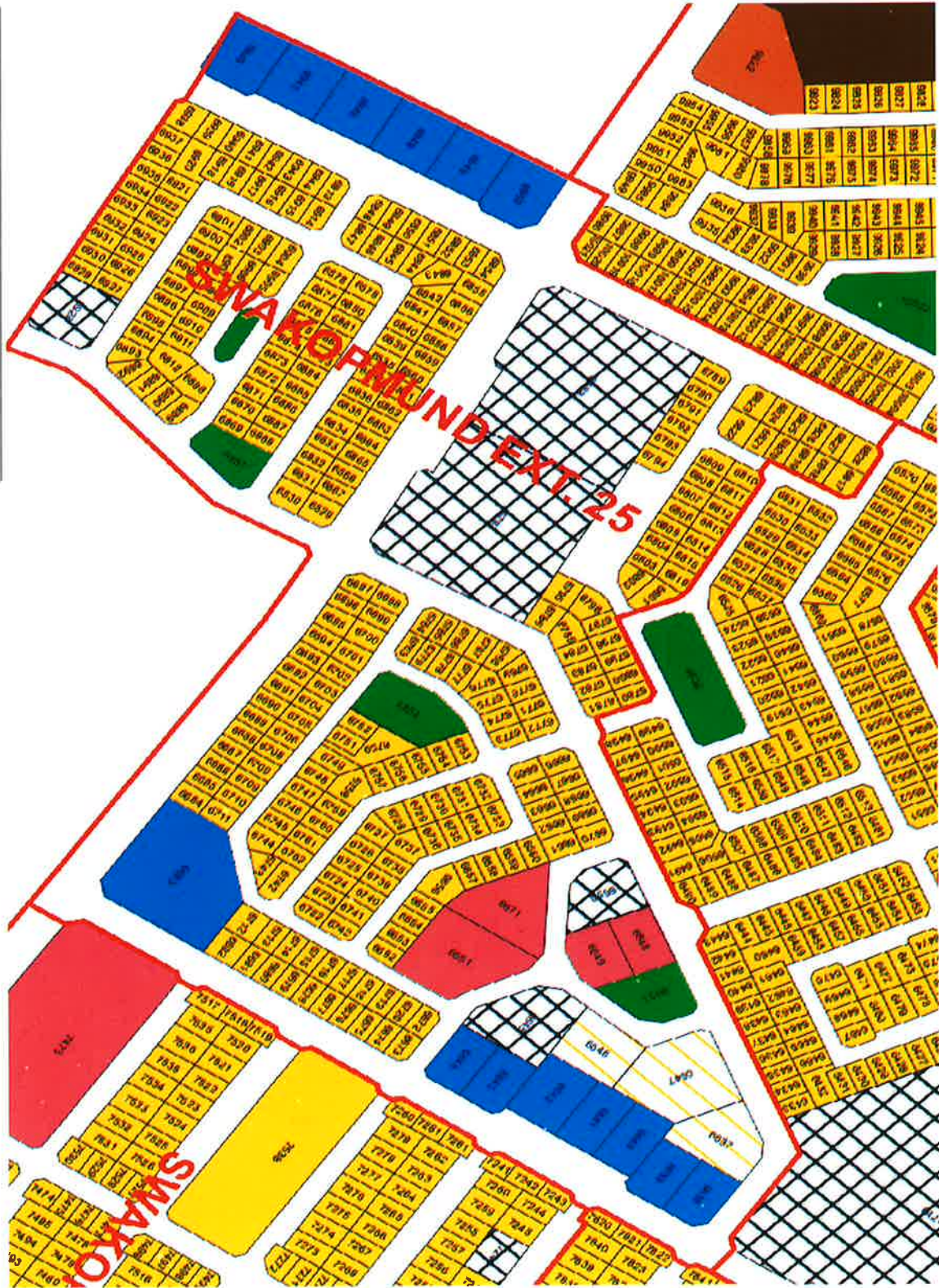
- (a) That Council takes note of the progress regarding the **63 Single Residential** erven allocated to Swakop Uranium employees.
- (b) That Council takes note that Mr Joseph Halolye Shikongo, was mistakenly allocated two erven (Erf 6905 and Erf 6908), and that Ms. N.T. Nhinda, is not a first-time homeowner, and erven 6908 and 6891 be revoked and be reallocated to another SU applicant.
- (c) That Council approves the allocation of the remaining four (4) single residential erven in Ext 25 Swakopmund, to SU employees who submitted the required documents on 22 October 2024 as follows:

NO	NAME	ERF NO.	SIZE m ²	ERF PURCHASE PRICE
1	Panduleni Shifela and Sesta Kongeni Omwene Shifela	6944	400	NAD 72 000.00
2	David Hilithilwa Ekandjo	6908	400	NAD 72 000.00
3	Charles Uulenga lita	6891	400	NAD 72 000.00
4	Selbon Uudhigu and Laimi Nditala Endjala	6936	397	NAD 71 460.00

- (d) That the purchase price and all other conditions of sale as determined at the initial allocation remain enforceable.
- (e) That Council takes note that 6 approved SU employees are invited to sign the deed of sale and did not respond to the invitation.
- (f) That should Council receive new applications, and the 6 beneficiaries have not yet signed the deed of sale, the erven below be revoked and be offered to other eligible SU applicants:

NO	NAME	ERF NO.	SIZE m ²	ERF PURCHASE PRICE
1	Salomon Kambinda	6890	400	NAD 72 000.00
2	Lukas Dumeni	6899	400	NAD 72 000.00
3	Epafras N Nambele	6912	666	NAD 112 880.00
4	Teopoline Ndiilonga Tulina Matola	6916	400	NAD 72 000.00
5	Abiud Tjijazembua	6920	653	NAD 117 540.00
6	Elias and Girly M Mbaoroka	6938	612	NAD 110 160.00

ANNEXURE A





Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: E.M. Gende
Tel: (+264+61) 297-5175
Fax: (+264+61) 297-5096

Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

Our Ref: 14/14/1/S2
Your Ref:

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

Dear Mr. Benjamin,

RE: APPLICATION TO SELL 42 UNIMPROVED ERVEN IN EXTENSION 25, SWAKOPMUND TO EMPLOYEES OF SWAKOP URANIUM

Your letter dated 08 July 2024 has reference.

The Honourable Minister has, in terms of Section 30 (1) (i) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended, granted approval for the Council to sell the below listed immovable properties to the employees of Swakop Uranium by way of private treaty.

No	Name	Erf No.	Size M ²	Township	Purchase (N\$180.00/m ²)	Price
1	Rhoodie Nangolo	6907	531	Swakopmund Ext. 25	N\$ 95 580.00	
2	Richard Basson	6878	413	Swakopmund Ext. 25	N\$ 74 340.00	
3	Divan Bussel	6894	400	Swakopmund Ext. 25	N\$ 72 000.00	
4	Festus Sheetheni	6896	400	Swakopmund Ext. 25	N\$ 72 000.00	
5	Efraim Ngolo	6898	400	Swakopmund Ext. 25	N\$ 72 000.00	
6	Patrick Gomeb	6909	400	Swakopmund Ext. 25	N\$ 72 000.00	
7	Lukas Dumeni	6899	400	Swakopmund Ext. 25	N\$ 72 000.00	
8	Seblon Keendjele	6910	400	Swakopmund Ext. 25	N\$ 72 000.00	

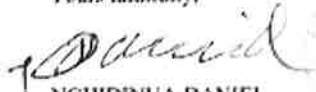
All official correspondence must be addressed to the Executive Director

9	Beveline Khuases	6918	400	Swakopmu nd Ext. 25	NS 72 000,00
10	Lukas Iipinge	6926	400	Swakopmu nd Ext. 25	NS 72 000,00
11	Jeffrey Nathan Van Rooyen	6889	423	Swakopmu nd Ext. 25	NS 76 140,00
12	Lloyd Mwingu	6892	406	Swakopmu nd Ext. 25	NS 73 080,00
13	Tsambe Nelson Nesley & Pamhili D Matsi	6893	433	Swakopmu nd Ext. 25	NS 77 940,00
14	Magdalena L. Libala	6901	413	Swakopmu nd Ext. 25	NS 74 340,00
15	Elishe Nghanaudja & Edward Mathews	6904	480	Swakopmu nd Ext. 25	NS 86 400,00
16	Josef H Shikongo	6905	480	Swakopmu nd Ext. 25	NS 86 400,00
17	Fysatras N Nambale	6912	666	Swakopmu nd Ext. 25	NS 119 880,00
18	Nelson Protasius	6913	413	Swakopmu nd Ext. 25	NS 74 340,00
19	Titus Ndenuweda	6914	413	Swakopmu nd Ext. 25	NS 74 340,00
20	Abind Tjjazembun	6920	655	Swakopmu nd Ext. 25	NS 117 540,00
21	Jonas Buti Mbango	6921	415	Swakopmu nd Ext. 25	NS 74 700,00
22	Elias & Girly M Mhacwoka	6938	612	Swakopmu nd Ext. 25	NS 110 160,00
23	Lasarus Ipangelwa Lasarus	6939	493	Swakopmu nd Ext. 25	NS 88 740,00
24	Titus Nguti	6870	400	Swakopmu nd Ext. 25	NS 72 000,00
25	Johannes Kandali Nelende	6872	400	Swakopmu nd Ext. 25	NS 72 000,00
26	Efraim Nelson Namaseb	6874	400	Swakopmu nd Ext. 25	NS 72 000,00
27	Albert Jolir	6880	400	Swakopmu nd Ext. 25	NS 72 000,00
28	Frieda Phillipus	6882	400	Swakopmu nd Ext. 25	NS 72 000,00
29	Julius Ndemweefa Hanyaka	6884	400	Swakopmu nd Ext. 25	NS 72 000,00
30	Moses Shikwete	6886	400	Swakopmu nd Ext. 25	NS 72 000,00
31	Salomon Kumbinda	6890	400	Swakopmu nd Ext. 25	NS 72 000,00
32	N.T. Nhinda	6891	400	Swakopmu nd Ext. 25	NS 72 000,00
33	Zonique Van Wyk	6895	400	Swakopmu nd Ext. 25	NS 72 000,00



34	Rafael Amakali	6897	400	Swakopmu nd Ext. 25	N\$ 72 000.00
35	Wilbard Ipinge	6900	400	Swakopmu nd Ext. 25	N\$ 72 000.00
36	Hotngo Houbeb	6902	400	Swakopmu nd Ext. 25	N\$ 72 000.00
37	Petrus Mhangula	6903	400	Swakopmu nd Ext. 25	N\$ 72 000.00
38	Festus Johannes	6906	400	Swakopmu nd Ext. 25	N\$ 72 000.00
39	Josef Halolye Shikongo	6908	400	Swakopmu nd Ext. 25	N\$ 72 000.00
40	Onesmus Amadhila	6911	400	Swakopmu nd Ext. 25	N\$ 72 000.00
41	Elihus Tangi Uukule	6915	400	Swakopmu nd Ext. 25	N\$ 72 000.00
42	Tecopoline Ndiilonga Tulina Matola	6916	400	Swakopmu nd Ext. 25	N\$ 72 000.00

Yours faithfully,


NGHIDINUA DANIEL
EXECUTIVE DIRECTOR





+264 61 410 4111 | swkman@swkup.com.na | P.O. Box 53, Swakopmund, Namibia

Ref No: **16/1/4/21/14**

Enquiries: **Nikolas Ndeikonghola**

08 November 2024

The Housing Committee Secretariat: Swakop Uranium
CGN Swakop Uranium
P O Box 8667
SWAKOPMUND
13001

Att: Mr Patrick Chizabulyo

Patrick.Chizabulyo@cgnpc.com

Dear Sir

**SWAKOP URANIUM: 1. REQUEST FOR PAYMENT OF ADVERTISEMENT COST
2. SWAKOP URANIUM EMPLOYEES WHO DID NOT SIGN THE DEED OF SALE
3. NEW APPLICATIONS RECEIVED ON 22 OCTOBER 2024**

We refer to the above subject matter, and our letters dated **4 & 21 October 2024**.

1. Request for payment for newspaper advertisement costs

Kindly be reminded that we are still awaiting payment of an amount of N\$10,000.00, to publish the of sale of 19 Single Residential erven, as approved at the Council meeting held on **8 October 2024**, under item 11.1.9. This advertisement is in accordance with the provisions of Section 63 (2) of the Local Authorities Act, (Act 23 of 1992), as amended.

2. Approved Swakop Uranium Employees who did not sign the deeds of sale

You are further hereby informed that there are 7 Swakop Uranium employees from the first batch of 42 approved applicants who have not yet signed their deeds of sale, despite being granted several extensions of time. A submission will be made



to update Council regarding the matter, which may include the revocation of the erven and reallocation to other eligible Swakop Uranium applicants.

No	Erf No	Name & Surname
1	6890	Salomon Kambinda
2	6899	Lukas Dumeni
3	6912	Epafras N Nambele
4	6916	Teopoline Ndilonga Tulisa Matola
5	6920	Abriud Tjijazembua
6	6938	Elias & Girly M Mbaoroka

3. Applications received on 22 October 2024

On **22 October 2024**, bank pre-approvals and declarations of first-time homeownership of Swakop Uranium employees were received from the Swakop Uranium Housing Committee; and the following 4 applicants will be submitted to Management Committee, and Council for allocation:

No	Name & Surname	Sworn Declaration	Bank Pre-approval
1	Panduleni Silela and Sesta Kongeni Omwene Shifela	Yes	Yes
2	David Hlithilwa Ekandjo	Yes	Yes
3	Charles Uulenga Iita	Yes	Yes
4	Selbon Uudhigu and Laimi Nditala Endjala	Yes	Yes

The 4 erven allocated above consist of 2 erven remaining from the last allocation, 1 erf from a double allocation in the first batch, and 1 erf revoked from an employee who is not a first-time homeowner.

For any further enquiries, please do not hesitate to contact Mr Nikolas Ndeikonghola at ☎ 064-4104232.

Yours faithfully


Mpsai Haingura
General Manager: Corporate Services & HC
 /nsn

CC: Chief Executive Officer





+264 64 420 4111 | swakopmund@swakopmund.com.na | P.O. Box 53, Swakopmund, Namibia

SWAKOP URANIUM: DEED OF SALE SIGNATURE REGISTER FOR THE FIRST 42 BENEFICIARIES AS APPROVED BY MURD ON 22 JULY 2024

No	Erf No.	Size M²	Erf Purchase Price (N\$180.00/m²)	Name & Surname	Date of Signature	Signature
1	6870	400	N\$ 72 000.00	Titus Nguti	11-09-24	
2	6872	400	N\$ 72 000.00	Johannes Kandali Nelende	25/09/24	
3	6874	400	N\$ 72 000.00	Efraim Nelson Namaseb	19/09/2024	
4	6878	413	N\$ 74 340.00	Richard Basson	19.09.2024	
5	6880	400	N\$ 72 000.00	Albert Johr	17.10.2024	
6	6882	400	N\$ 72 000.00	Frieda Phillipus	26.09.2024	
7	6884	400	N\$ 72 000.00	Julius Ndemweefa Haiyaka	27/09/2024	
8	6886	400	N\$ 72 000.00	Moses Shikwete	26/09/24	
9	6889	423	N\$ 76 140.00	Jeffrey Nathan Van Rooyen	17/9/24	
10	6890	400	N\$ 72 000.00	Salomon Kambinda		
11	6891	400	N\$ 72 000.00	N.T. Nhinda	09/10/24	
12	6892	406	N\$ 73 080.00	Lloyd Mwinga	26/09/24	
13	6893	433	N\$ 77 940.00	Tsaraeb Nelson Nesley & Pombili D Matsi	01/10/24	
14	6894	400	N\$ 72 000.00	Divan Bussel	18/09/24	
15	6895	400	N\$ 72 000.00	Zonique Van Wyk	26/09/24	
16	6896	400	N\$ 72 000.00	Festus Sheethen	26/09/24	
17	6897	400	N\$ 72 000.00	Rafael Amakali	17/10/24	
18	6898	400	N\$ 72 000.00	Efraim Ngolo	18/09/24	
19	6899	400	N\$ 72 000.00	Lukas Dumani		
20	6900	400	N\$ 72 000.00	Wilbard Ipinge	27/09/2024	
21	6901	413	N\$ 74 340.00	Magdalena L Libala	11.09.2024	
22	6902	400	N\$ 72 000.00	Hotago Hoabeb	20.09.2024	
23	6903	400	N\$ 72 000.00	Petrus Mbangula	26.09.2024	
24	6904	480	N\$ 86 400.00	Elishe Nghinaudja & Edward Matheus	26.9.2024	



25	6905	480	N\$ 86 400.00	Josef H Shikongo	19/09/2024	
26	6906	400	N\$ 72 000.00	Festus Johannes	26/09/2024	
27	6907	531	N\$ 95 580.00	Rhodie Nangolo	19/09/2024	100/0000
28	6908	400	N\$ 72 000.00	Josef Halolye Shikongo		↓
29	6909	400	N\$ 72 000.00	Patrick Gonteb	15/10/2024	
30	6910	400	N\$ 72 000.00	Soblon Keendjele	23/09/2024	
31	6911	400	N\$ 72 000.00	Onesmus Amadhila	20/9/2024	A
32	6912	666	N\$ 119 880.00	Epafras N Nambele		
33	6913	413	N\$ 74 340.00	Nelson Protasius	17/09/2024	
34	6914	413	N\$ 74 340.00	Titus Ndemuweda	19/09/2024	
35	6915	400	N\$ 72 000.00	Elifas Tangi Ukule	16/10/2024	
36	6916	400	N\$ 72 000.00	Teopolina Ndiilonga Tulina Matola		
37	6918	400	N\$ 72 000.00	Beveline Khoases	23/09/2024	
38	6920	653	N\$ 117 540.00	Abiud Tijazembua		
39	6921	415	N\$ 74 700.00	Jonas But Mbangu	19/09/2024	
40	6926	400	N\$ 72 000.00	Lukas Ipinge	25/09/2024	
41	6938	612	N\$ 110 160.00	Elias & Girly M Mbaoruka		
42	6939	493	N\$ 88 740.00	Lasarus Ipangelwa Lasarus	16/09/2024	



11.1.20

RE-SUBMISSION OF REQUEST FOR THE SALE OF ERF 2592, MATUTURA, EXTENSION 12 - M.C ENGLEBRECHT//R.R.HOFFMANN

(C/M 2025/01/30 - E 2592M)

Ordinary Management Committee Meeting of 16 January 2025, Addendum **10.10** page **28** refers.**A. This item was submitted to the Management Committee for consideration:****1. INTRODUCTION**

This submission serves to inform Council on the complicated situation between Ms. Engelbrecht and Mr. Hoffman over the sale of Erf 2592, Matutura, Extension 12.

2. BACKGROUND

On **14 December 2021 (Annexure "A")** a letter was received from Ms Mariette Cecilia Engelbrecht requesting Council's consent to waive the pre-emptive right of 10 years over Erf 2592, Matutura Ext 12. As stated in the letter Ms Engelbrecht is a single mother and the sole bread winner of the family therefore, she struggles to pay her monthly instalment.

The pre-emptive right for 10 years over Erf 2592, Matutura, Ext 12 was waived on **28 July 2022** under Item 11.1.14 (**Annexure "B"**) due to the fact Ms. Engelbrecht facing financial challenges.

On **08 August 2022 (Annexure "C")** approval was requested from the Honorable Minister of Urban and Rural Development to approve the sale of Erf 2592, Matutura, Ext 12 to a 3rd party as was approved by Council on **28 July 2022**. However, to date no approval has been received.

3. APPLICATION

On **08 August 2024 (Annexure "D")** Ms Engelbrecht submitted a letter requesting that Council reconsider the waiving of the pre-emptive right over Erf 2592, Matutura, Extension 12.

4. PRE-EMPTIVE RIGHT

As per the Tripartite agreement signed on **12 August 2020 (Annexure "E")** entered into by and between Ms CM Engelbrecht, Council, and NHE the erf is subjected to the following condition, under clause 2.3.1:

The Council and/or the NHE may cede and assign their rights and obligations in terms of this agreement to any other person, provided they have given written notice thereof to the beneficiary. The Beneficiary may not cede and assign any rights or obligations under this agreement for the duration for the 10 (ten) years period..."

In terms of the above clause, the purchaser is not allowed to sell the property to a third party before the 10 years lapses or, unless it is first offered back to Council.

5. CURRENT SITUATION

In the letter dated **08 August 2024**, Ms. Engelbrecht claims that Mr. Hoffman manipulated her to sell the house on Erf 2592 by stating that he had no property in his name and was on a waiting list for acquisition property.

Annexure "F" is a Deed of Sale drafted by Messrs Dr. Weder, Kauta and Hoveka, between the two parties and point 2 (Purchase Price) states that the purchase price shall be the amount of N\$ 230 000.00. In terms of clause 2 the payment shall be secured by the purchaser as follows:

- (i) Refundable amount of N\$133 776.97 paid to NHE for the outstanding balance of the bond.
- (ii) Refundable amount of N\$44 295.44 paid to Municipality of Swakopmund in respect of outstanding balance.
- (iii) Refundable amount of N\$7 357.13 paid to ENSAfrica for legal fees to the outstanding balance of Ms. Engelbrecht.

Additionally, to the above mentioned Ms. Engelbrecht says she took a loan of N\$ 20 000.00 from Mr Hoffman which would be deducted at the end of the payout. Therefore, the total indebtedness to Mr. Hoffman is stated as N\$ 205,429.54 after accounting for the loan taken by Ms. Engelbrecht.

Clause 2.2 of the triparty agreement states that:

"Should the Beneficiary fail to fully comply with all his/her obligations in terms of this agreement, this agreement may be cancelled, and/or donation be revoked, in addition to any other remedies available to the Council or the NHE in law. If the agreement is cancelled or the donation revoked, the property will revert to the Council."

Therefore, the erf must first be offered to Council and Council can then consider whether to sell the said property to Mr. Hoffman taking cognisance of the fact that the parties have a signed agreement, and that Mr. Hoffman has already paid Ms Engelbrecht N\$205, 429.54. Perhaps Council can consider selling the erf to Mr. Hoffman for the balance of N\$230,000.00 agreed by the parties. On agreement that Council revokes the donation of the said erf and sells it at the development cost of N\$68 000.00.

6. DISCUSSION

On **12 September 2024 (Annexure "G")** Mr. Hoffman submitted a letter stating that he approached Ms. Engelbrecht to buy her house in Matutura. Mr. Hoffman was informed about the criteria for eligibility for someone to purchase the said property. In his letter Mr. Hoffmann claims that he did not know the definition of first-time-homeowner and that he lost his previous property in a divorce.

Council approved a similar case (Ms. Lee Durreta LeHanie of Erf 1574, Maturura, Extesnion 8) on **08 October 2024** under item 11.1.36, as follows:

"(a)

(b)

- (c) *That Council takes note of factors that may influence first-time-home ownership, which is not limited to divorce, employment status and change of employment location encountered in previous allocations: and the opinion dated 19 August 2024 provided by NHE as a party to the agreements.*
- (d) *That should the beneficiaries under the Mass Housing Development Programme have owned 1 property before in Namibia be exempted, on condition they pay the current land value for allocated erf.*
- (e) *That in future, beneficiaries under the Mass Housing Development Programme who owns or have owned two or more properties in Namibia is not exempted, and that the above case not regarded as a precedent."*

Ms Le Hanie was married twice and during both divorce settlements the two properties were sold as per divorce settlement. On **08 October 2024**, Council under item 11.1.36 approved the sale of Erf 1574, Matutura, Ext 8 to Ms Le Hanie who owned multiple properties before.

On **08 October 2024**, Council also approved the application of Mr Angamba of Erf 4045, Mondesa to sell the property to Mr Haimbondi who is not a first-time home-owner under item 11.1.13 as follows:

- (a) *That the Council approves to waive the pre-emptive right over Erf 4045, Mondesa by allowing Mr Angamba to sell the erf to Mr Haimbondi based on Mr. Angamba being unemployed and experiencing financial difficulties and money has been exchanged between the two parties.*
- (b) *That the Council takes note that Mr Haimbondi already owns Erf 702, Mondesa, Extension 2, and is not a first-time-homeowner.*
- (c) *That the donation of Erf 4045 be revoked and the land value of N\$68,000.00 be paid back to the Council by Mr. Angamba.*
- (d) *That the N\$68,000.00 be deducted from the remaining amount of N\$120,000.00 which must be paid to Mr Angamba by Mr Haimbondi.*
- (e) *That NHE issues the title deed to Mr Haimbondi after the full amount of N\$68,000.00 is recovered by the Council for the land value.*

NB: *Booklets are being created to create awareness to educate beneficiaries regarding the conditions and definitions of low-cost housing to minimize and avoid a repetition of such cases.*

7. PROPOSAL

In view of the above it is proposed that Mr. Hoffmann be exempted to purchase Erf 2592, Matutura, Ext 12 based on conditions approved to Ms Le Hanie (Council resolution of 08 October 2024).

Therefore, in terms of point (d) of the Council resolution passed on 08 October 2024, item 11.1.36 it is proposed that Council revokes the donation of Erf 2592, Matutura, Ext 12 and Ms. Engelbrecht be kept liable for payment of the land value (N\$68 000.00). It is further proposed that should the sale not be resolved after this Council resolution, both parties (Ms. Engelbrecht & Mr. Hoffman) should seek independent legal assistance to navigate their respective positions effectively.

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

RECOMMENDED:

- (a) That the same conditions be approved as was approved to Ms Lee Durreta LeHanie on 08 October 2024, under item 11.1.36 and Mr Hoffmann be exempted to purchase Erf 2592, Matutura, Extension 12, that reads:
- “(a)
(b)
(c) *That Council takes note of factors that may influence first-time-home ownership, which is not limited to divorce, employment status and change of employment location encountered in previous allocations: and the opinion dated 19 August 2024 provided by NHE as a party to the agreements.*
(d) *That should the beneficiaries under the Mass Housing Development Programme who have owned 1 property before in Namibia be exempted, on condition they pay the current land value for allocated erf.*
(e) *That in future, beneficiaries under the Mass Housing Development Programme who own or have owned two or more properties in Namibia is not exempted, and that the above case is not regarded as a precedent.”*
- (b) That the donation of Erf 2592 be revoked and the land value of N\$68 000.00 be paid back to Council by Ms. Engelbrecht.
- (c) That the original title deed be submitted to Council and only be given to Mr. Hoffman after the full amount of N\$68 000.00 is recovered by Council.
- (d) That should the sale not be resolved after Council passes this resolution, the parties (Ms Engelbrecht and Mr. Hoffman) be informed to seek external legal assistance to resolve the matter.
- (e) That a letter be drafted to the Ministry to inform them of Council's decision passed pending their approval.
-

Annexure "A"

12/12/2021
12:59:04

MARIETTE CECILIA ENGELBRECHT

081 356 7000 | wvbadm@kestrel.com | P.O.BOX 1188 SWAKOPMUND

14 DECEMBER 2021

THE CHIEF EXECUTIVE OFFICER MR ALFEUS BENJAMIN
THE MUNICIPALITY OF SWAKOPMUND
P.O.BOX 53
SWAKOPMUND
NAMIBIA



Dear THE CHIEF EXECUTIVE OFFICER MR ALFEUS BENJAMIN,

I Mariette Cecilia Engelbrecht ID No: 770609 0030 6, would herewith like to ask your good office to kindly consider the waving of the period of pre-emptive right of ten years, as I need to sell the erf 2592 Matutura (Extension No 12) that is registered in my name due to financial challenges .

As I am a single mother and the only bread winner in the family, I am struggling to pay my monthly installment as agreed between myself and NHE and the only solution I have to date is to rather sell the property in order to settle my NHE bond and clear my outstanding arrears with The Municipality of Swakopmund.

If the above is favorably considered, kindly please invite me for audience for furtherance of the matter.

Yours sincerely,

Mariette Cecilia Engelbrecht

081 356 7000

Mariette Engelbrecht

11.1.14 **APPLICATION BY MS M C ENGELBRECHT TO WAIVE THE PRE-EMPTIVE RIGHT OVER ERF 2592, MATUTURA, EXTENSION 12**
(C/M 2022/07/28 - E 2592 M)

RESOLVED:

OO: H
Acting GM: CS&MC

- (a) That Council waives the 10-year restriction over, Erf 2592, Matutura and permits the sale of Erf 2592 to third party.
 - (b) That Ms Engelbrecht be informed that she no longer qualifies for allocation an erf under the low-cost housing projects, as she is no longer a first-time property owner.
 - (c) That Ms Engelbrecht submits the third party's information in order to determine whether or not he or she is eligible to purchase the house. The purpose of low-cost housing is defeated if the house is sold to a third party who is not on the Master Waiting List and is not a first-time homeowner.
 - (d) That the Ministerial approval be obtained to allow Ms Engelbrecht to sell Erf 2592 to a third party.
-

Annexure "C"



Ref No: E 2592 M

Enquiries: Ms B Ramos Viegas

The Executive Director
Ministry of Urban and Rural Development
Private Bag 13289
WINDHOEK
10006

Attention: Mr C M Thaniseb

Dear Sir

REQUEST FOR WAIVER OF THE PRE-EMPTIVE RIGHT OF ERF 2592, MATUTURA EXTENSION 12

1. Introduction

The Ministry of Urban and Rural Development (MURD) is hereby requested to approve the Council resolution passed on 28 July 2022 under Item 11.1.14 (attached as Annexure "A") to allow Ms C Engelbrecht to sell Erf 2592, Matutura Extension 12, Swakopmund to a third party.

2. Brief Background

Council entered into a Memorandum of Agreement with Ms C Engelbrecht and National Housing Enterprises (NHE).

Clause 2.3.1 of the Tripartite Conditional Donation Agreement states that Council can only in consultation with National Housing Enterprise (NHE) consent to the sale of the property within 10 years of transfer.

The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share thereof, any portion thereof or any sectional title unit or right to erect such unit thereon, for a period of 10 (ten) years as from the date of registration of transfer of the Property into the name of the Beneficiary pursuant to this agreement, unless the Council has in consultation with the NHE consented to such transfer in writing and the Property was offered in writing for sale to the Council, and has in consultation with the NHE rejected the offer in writing.

Council consulted NHE and they responded that any request to sell a house subject to the above restriction clause must be submitted to Ministry of Urban and Rural Development for approval since the Ministry paid for the construction of the houses. Attached as Annexure "B" is NHE's response to Council's letter dated 10 June 2022.

10641 4104200
☎ 088 614 614
☎ 03 Swakopmund
NAMIBIA
✉ www.swakopmund.com.na
bramosviegas@awm.mur.gov.na

08 August 2022

3. Current Situation and Council Resolution

On 14 December 2021, Ms C Engelbrecht wrote a letter requesting Council to waive the pre-emptive right of 10 years over Erf 2592, Matutura, as she intend to sell the erf to a third party. The applicant explained she's facing financial challenges due to the fact that she is a single mother and the sole bread winner.

The matter was tabled to Council on 28 July 2022, whereafter the following was resolved under item 11.1.14:

- (a) That Council waives the 10-year restriction over, Erf 2592, Matutura and permits the sale of Erf 2592 to third party.
- (b) That Ms Engelbrecht be informed that she no longer qualifies for allocation an erf under the low-cost housing projects, as she is no longer a first-time property owner.
- (c) That Ms Engelbrecht submits the third party's information in order to determine whether or not he or she is eligible to purchase the house. The purpose of low-cost housing is defeated if the house is sold to a third party who is not on the Master Waiting List and is not a first time homeowner.
- (d) That the Ministerial approval be obtained to allow Ms Engelbrecht to sell Erf 2592 to a third party.

Therefore, Council requests permission from the Honorable Minister of Urban and Rural Development to grant Ms C Engelbrecht the opportunity to sell Erf 2592, Matutura, Erf 12 to a third party that meets the said criteria in point (c) above.

4. Application to the Honorable Minister of Urban and Rural Development

The approval of the Ministry is hereby sought to approve the Council resolution passed on 28 July 2022 under item 11.1.14 as follow:

- a) That Council waives the 10-year restriction over, Erf 2592, Matutura and permits the sale of Erf 2592 to third party.
- (b) That Ms Engelbrecht be informed that she no longer qualifies for allocation an erf under the low-cost housing projects, as she is no longer a first-time property owner.
- (c) That Ms Engelbrecht submits the third party's information in order to determine whether or not he or she is eligible to purchase the house. The purpose of low-cost housing is defeated if the house is sold to a third party who is not on the Master Waiting List and is not a first time homeowner.
- (d) That the Ministerial approval be obtained to allow Ms Engelbrecht to sell Erf 2592 to a third party.

For ease of reference, attached is a copy of the complete submission and the letter from NNE for your perusal. The copy of Council's signed minutes of 28 July 2022 will be forwarded after the 31 August 2022.

For any further enquiries, please do not hesitate to contact Ms B Ramos Viegas at +264-4104230.

Yours faithfully,



MR A BENJAMIN
CHIEF EXECUTIVE OFFICER

Annexure "D"

The letter is addressed to the Office of
 Chief Executive Officer
 Andre Platjies, the Municipality of Swakopmund
 PO Box 53
 Swakopmund
 Namibia

I, Marietta Cecilia Engelbrecht, ID number 77060900306, would hereby like to ask your good office to kindly reconsider the waiving of the pre-emptive right of 10 years and the signing of the consent of 2592 Matutura (ext 12) that is registered in my name due to certain facts between me and Mr. Roger Hoffman, ID 73-1102-00023 (Buyer).

Mr. Roger Hoffman approached me last year, March 2023, on behalf of buying my House 2592 (Ext 12). On the day of our first meeting, I told him that I had before and that there are a lot of channels before I can do it.

1. You must be linked with NHE and Swakopmund Municipality Housing List.

2. You must not have any property on your name registered

He told me that he personally doesn't have any property in his name and is listed on the waiting list (Proof was available). That was my go-ahead to do the agreement with him. I personally asked him to work with Mr. Werner Kauta & Hoveka Inc., Lady Mrs. M. Simson, who worked before with my first deal.

Before any paperwork was done, me and Mr. Roger Hoffman agreed on certain facts, which we discussed and agreed upon, but he did not follow through.

1. The first point was that I asked for a loan. He agreed on \$20,000, which would be deducted at the end of the pay out. He e-walletted me piece by piece when I needed something. I asked him why he was not writing an agreement on the deed of sale contract so that in the future we would have a record, but he said no. All the money was charged on a cash loan basis. My current boyfriend was also a client of his, and he added his debt to mine and gave it to the attorneys.

2. Mr. Hoffman paid the outstanding amount directly to the NHE and Swakopmund Municipality. Mr. Simon and I told him that this was not the way to do it, but he took it upon himself.

3. The rest he paid into the account of Dr. Werner & Hoveka Inc.

4. Mr. Roger Hoffmann was often following up with NHE because he urgently needed the title deed to draft the property in his name, but he was aware of the fact that we were still waiting on the ministry's approval.

5. NHE signed the consent. I was calling NHE for the title deed. Mr. Wana told me there are no disputes over the house and no paper must be given without Mr. Donald's permission.

5. Afterwards, Mr. Hoffmann called me and said that the title of deed would be sent directly to Dr. Weder & Hovoka Inc. I had no problem with that.

7. Mr. Roger Hoffman already has a house in his name in Swakopmund which I only find out later. He told Eida when we found out the reasons why the Swakopmund Municipality didn't want to sign the consent. His other property is under a company name. My point is why did he lie to me? He also told me that he bought a house in Matutura recently and he was on his way to pay directly to NHE when we discussed this case. This has made me regret the decision of Mr. Roger Hoffmann.

8. Without my consent, lawyers agreement or deed Mr. Hoffman paid the money into NHE and Swakopmund Municipality and with this I currently owe him for my property. We agreed on renting out the house while we were waiting for approval from the municipality and rural development, but I changed my mind to stay. I regret only knowing what Mr. Hoffmann's intention was to put me in financial pressure to give me a rental agreement, but he knows my situation. He initially put me in debt by taking the situation in his hand, while paperwork was not done yet and asked for 3000 for rental on my property knowing I can't make an effort and has increased it to 3500. His words and actions are not consistent I personally don't want to go through with the deed of sale anymore with Mr. Roger Hoffmann km

9. I told him in a meeting that I would pay once we agree on a collection file done by Mr. Weder & Hovoka Inc. The cost will be his responsibility for putting me in this situation, and that will be my repayment for the money he paid to NHE and Municipality.

10. My request to your office is to find out whether the deed is legal. Can I repay his money? He paid on his own accord. If the above is considered, kindly please invite me for an audience to further discuss the matter. I have all the paperwork between Mr. Hoffman and me if you need it.

Yours sincerely,
Maretta Cecilia Engmbrecht
0813989504

**SWAKOPMUND MASS HOUSING DEVELOPMENT PROGRAM
TRIPARTY CONDITIONAL DONATION OF IMMOVABLE PROPERTY
ENTERED INTO BY AND BETWEEN**

THE MUNICIPAL COUNCIL OF SWAKOPMUND
(hereinafter referred to as "the Council")

and herein represented by **ALFEUS BENJAMIN**
in his capacity as Chief Executive Officer

and by

ERIKKIE SHITANA and/or KLEOPHAS JASON NGWENA
in his capacity as the Chairperson and/or Alternate Chairperson of the Management Committee, and acting by virtue of the authority granted in terms of section 31A of the Local Authorities Act 1992.

AND

THE BENEFICIARY, NAMELY:

Full Name/s & Surname	MARIETTE CECILIA ENGELBRECHT	
Namibian Identity No.	770609 0030 B	
Residential Address	ERF NO. 2592 MATUTURA (EXTENSION NO. 12)	
Postal Address	P.O. BOX 714 SWAKOPMUND	
Place of Work:		
Telephone No	Work: 084-407095	Mobile: 081 355 7000
Marital Status:	MARRIED: <input type="checkbox"/> UNMARRIED: <input checked="" type="checkbox"/> and if MARRIED IN COMMUNITY OF PROPERTY, or where the Property was allocated to the Beneficiary and his/her spouse, also:	
	Full Name/s & Surname of Spouse: _____	
	Namibian ID No of Spouse: _____	
	Spouse's Tel No: Work: _____	Mobile: _____
	Place of Work: _____	
Date of Marriage:	Place of Marriage: _____	
	(collectively hereinafter referred to as "the Beneficiary")	

AND

NATIONAL HOUSING ENTERPRISE
(referred to herein as "the NHE")

and herein represented by **LUDWINA ALEX**
in her capacity as Acting Regional Manager, West Coast

(Handwritten signatures and initials)

MEMORANDUM

1. Council is requested to consider the proposed development and to make a decision on the proposed development. The Council is requested to consider the proposed development and to make a decision on the proposed development. The Council is requested to consider the proposed development and to make a decision on the proposed development.

2. Planning of the Mass Housing Development Program in the proposed development is requested to be considered by the Council. The Council is requested to consider the proposed development and to make a decision on the proposed development. The Council is requested to consider the proposed development and to make a decision on the proposed development.

3. The NRE acting as Secretary for the Council of Administration, submitted the Memorandum for the proposed development. The Council is requested to consider the proposed development and to make a decision on the proposed development.

4. The Council is requested to consider the proposed development and to make a decision on the proposed development. The Council is requested to consider the proposed development and to make a decision on the proposed development.

5. The Council is requested to consider the proposed development and to make a decision on the proposed development. The Council is requested to consider the proposed development and to make a decision on the proposed development.

6. The Council is requested to consider the proposed development and to make a decision on the proposed development. The Council is requested to consider the proposed development and to make a decision on the proposed development.

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The Council is requested to consider the proposed development and to make a decision on the proposed development. The Council is requested to consider the proposed development and to make a decision on the proposed development.

7. The Council is requested to consider the proposed development and to make a decision on the proposed development. The Council is requested to consider the proposed development and to make a decision on the proposed development.

1. DONATION OF PROPERTY

- 1.1 In execution of their agreement, the Council hereby donates to the Beneficiary who hereby accepts the donation of the following Property, subject to the terms of this agreement:

CERTAIN: ERF NO. 2582 MATUTURA
(EXTENSION NO. 12)

SITUATE: IN THE MUNICIPALITY OF SWAKOPMUND
REGISTRATION DIVISION "G"
ERONGO REGION

MEASURING: 375 (THREE SEVEN FIVE) SQUARE METERS

HOLD BY: CERTIFICATE OF REGISTERED TITLE NO. T 4504/2018

(hereinafter referred to as "the Property").

- 1.2 The Property is donated to the Beneficiary and his/her spouse if they married in community of property or to the Beneficiary and his/her spouse where the Property was allocated to both spouses as part of the Mass Housing Development Program. Where the Beneficiary is more than one person, the Property is donated to both persons who hereby accept the donation, to become the joint-owners of the Property in the event that they are not married in community of property.
- 1.3 The parties agree that the value of the Property hereby donated shall be equal to the construction costs, as recorded in annexure "A" to this agreement.

2. CONDITIONAL DONATION

- 2.1 The donation is made on the condition that the Beneficiary fully complies with all the terms of this agreement, including the Beneficiary's obligations towards the NHE to make payment of the construction costs.
- 2.2 Should the Beneficiary fail to fully comply with all his/her obligations in terms of this agreement, this agreement may be cancelled, and/or the donation may be revoked, in addition to any other remedies available to the Council or the NHE in law. If the agreement is cancelled or the donation revoked, the Property will revert to the Council.
- 2.3 The Property is donated to the Beneficiary, subject to the following conditions and obligations, which the parties record are material terms of this agreement and which the Council or the NHE may cause to be registered against the title deed of the Property:
- 2.3.1 The Beneficiary (or his/her successors in title) is restrained from the alienation

Handwritten signatures and initials:
AR, ST, JFA, B, NHE, Ery, LWP

(c) the Beneficiary shall not cede or assign any of his/her rights or obligations under this agreement.

3. CONSTRUCTION OF THE RESIDENTIAL DWELLING

- 3.1 The NHE has constructed a residential dwelling on the Property of the size, lay-out and with the finishing and specifications materially in accordance with the approved building plans and specifications accompanying the approved plans.
- 3.2 The approved plans and specifications for the dwelling on the Property are incorporated into this agreement by reference thereto.
- 3.3 The NHE hereby warrants that the dwelling has been constructed and finished in accordance with all the applicable laws, including the Council's by-laws, building regulations, and those applicable to construction of residential dwellings.
- 3.4 The NHE accepts that it is liable for and hereby warrants and guarantees the quality of the construction of the dwelling, including the foundations and structures erected, the electrical, water and sewerage systems installed, which the NHE hereby confirms to have been constructed of a satisfactory quality, in a workman-like manner and with suitable materials, given a residential dwelling of its design, size, nature and location.
- 3.5 The Beneficiary shall notify the NHE in writing of any defects to the dwelling, within a period of 4 (four) months of the Registration Date, upon the receipt of which the NHE shall be obliged to rectify and repair any such latent or patent defects found to have been attributable to the construction of the dwelling or the materials used, within 4 (four) months of the receipt of the notice.
- 3.6 As from the Registration Date, the risk in and to the Property and the dwelling shall rest on the Beneficiary, who shall be obliged to maintain, repair and keep the dwelling and the Property in a good condition and state of repair.
- 3.7 The NHE shall not beyond the terms of this clause 3 have any liability whatsoever towards the Beneficiary for latent or patent defects to the dwelling.
- 3.8 The Council shall have no liability of whatsoever nature towards the NHE or the Beneficiary pertaining to the dwelling or the Property, which it donates "as is" (voetstoots). Without limiting the aforesaid, the Council does not in any manner with the donation of the Property herein recorded, warrant or guarantee in whatsoever nature to the NHE or to the Beneficiary that the Property or the dwelling are suitable for the purposes of a residential dwelling for use by the Beneficiary.

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 DT of
 MC
 J
 Loup

2. Background of the CONSTRUCTION AGREEMENT

The proposed development is situated on the site of the former... (text is very faint and partially illegible)

3. The Development and the Construction Agreement

3.1 The site is situated at... (text is very faint and partially illegible)

3.2 The remaining details of the... (text is very faint and partially illegible)

a. The Registered Land... (text is very faint and partially illegible)

b. The... (text is very faint and partially illegible)

c. The... (text is very faint and partially illegible)

3.3 The Agreement shall be subject to... (text is very faint and partially illegible)

3.4 The parties agree that... (text is very faint and partially illegible)

3.5 The condition in clause 4.3 above is inserted... (text is very faint and partially illegible)

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... (faint text) ...

K. HOUSING AND QUALITY OF LIFE OF THE PROPERTY

17. The Developer shall undertake proper quality control measures to ensure the property is built to the highest quality and to the satisfaction of the Council and the community.

18. The Developer shall ensure that the property is built to the highest quality and to the satisfaction of the Council and the community. The Developer shall ensure that the property is built to the highest quality and to the satisfaction of the Council and the community.

19. The Developer shall ensure that the property is built to the highest quality and to the satisfaction of the Council and the community. The Developer shall ensure that the property is built to the highest quality and to the satisfaction of the Council and the community.

20. The Developer shall ensure that the property is built to the highest quality and to the satisfaction of the Council and the community. The Developer shall ensure that the property is built to the highest quality and to the satisfaction of the Council and the community.

21. The Developer shall ensure that the property is built to the highest quality and to the satisfaction of the Council and the community. The Developer shall ensure that the property is built to the highest quality and to the satisfaction of the Council and the community.

L. ALLOCATION CRITERIA

22. This agreement is intended to ensure that the Developer meets the criteria set out in the Council's Housing Policy. The Developer shall ensure that the property is built to the highest quality and to the satisfaction of the Council and the community.

23. The Developer shall ensure that the property is built to the highest quality and to the satisfaction of the Council and the community. The Developer shall ensure that the property is built to the highest quality and to the satisfaction of the Council and the community.

[Handwritten signatures and initials]

interest or share in or would obtain an interest or share in or benefit from the Property, to which an owner thereof may ordinarily be entitled;

6.5.6 The Beneficiary's financial information supplied with his/her application for housing is true and correct and meets the financial criteria determined for any person to be allocated and to acquire a similar property in terms of the Mass Housing Development Program;

6.5.7 During the period prior to the Registration Date, the Beneficiary is obliged and hereby undertakes to immediately upon becoming aware thereof, disclose to the NHE and the Council any change in his/her status or any change in his/her circumstances, which may or is likely to cause him/her not to comply with the allocation criteria.

6.6 In the event of the Beneficiary not complying with any of the allocation criteria, the Beneficiary shall be in breach of a material term of this agreement, entitling the Council and/or the NHE to, in addition to any other remedy it may have in law, to immediately cancel this agreement and have the Property re-transferred into the Council's name at the Beneficiary's costs.

7. TRANSFER AND BOND REGISTRATION

7.1 Transfer of the Property to the Beneficiary pursuant to this agreement shall be given as soon as possible after the Council is able to give transfer, the financial arrangements for the payment of the construction costs are in place as provided herein.

7.2 Transfer shall furthermore not be given, unless:

7.2.1 the NHE has concluded the construction of the dwelling in compliance with the Council's building regulations and by-laws and the NHE having obtained the Council's completion certificate to that effect and a building compliance certificate;

7.2.2 the Beneficiary has complied with his/her obligations to participate in the transfer process, supplied the information and documents required thereto and has attended to such administrative requirements which the Council or the NHE may determine as reasonably necessary prior to transfer;

7.2.3 the Council has been able to comply with all the legal requirements of the town planning disciplines and processes and those applicable to the donation of immovable property in terms of the Local Authorities Act, when applicable.

[Handwritten signatures and initials]

- 7.1 The Vendor's obligation to provide a written report on the condition of the Property in accordance with the provisions of the Act shall be subject to the Vendor's obligation to provide a written report on the condition of the Property in accordance with the provisions of the Act.
 - 7.2 The Vendor's obligation to provide a written report on the condition of the Property in accordance with the provisions of the Act shall be subject to the Vendor's obligation to provide a written report on the condition of the Property in accordance with the provisions of the Act.
 - 7.3 Transfer of the Property shall be effected by the Vendor's completion of the registration of the transfer of the Property in accordance with the provisions of the Act.
 - 7.4 All documents necessary to effect the sale of the Property in accordance with the provisions of the Act shall be prepared by the Vendor's solicitors and the Vendor shall be responsible for the registration of the transfer of the Property in accordance with the provisions of the Act.
 - 7.5 All reasonable legal expenses and charges due in respect of the registration of the transfer of the Property and the registration of a caveat in respect of the transfer of the Property shall be paid by the Vendor's solicitors and the Vendor shall be responsible for the registration of the transfer of the Property in accordance with the provisions of the Act.
 - 7.6 For the purpose of this agreement the "Registration Date" shall mean the date on which the Property is transferred to the Vendor's solicitors in accordance with the provisions of the Act.
- 8. FINAL RECORD OF THE AGREEMENT AND NO INFORMAL AMENDMENT OR WAIVER**
- 8.1 The parties acknowledge that the contents of this agreement constitute the entire record of the terms of the agreement and that no oral or written arrangements, promises, understandings or representations have been made by either party in relation to the contents of this agreement.
 - 8.2 The parties intend that no oral or written arrangements, promises, understandings or representations shall be made by either party in relation to the contents of this agreement.

WITNESSED AND SIGNED by the Vendor's solicitors on the day first above written.

8.3 No alteration, addition or amendment to, or consensual cancellation of this agreement or the waiver of any rights in terms of this agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties

8.4 Neglect by the Council or the NHE to claim strict performance by the Beneficiary of his/her obligations in terms of this agreement or the granting of extension to the Beneficiary to fulfil any of his/her obligations in terms of this agreement, shall not prejudice the NHE's or the Council's rights in terms of this agreement and shall not be deemed as a novation of the agreement or a tacit waiver of their rights in terms hereof nor shall it be applied against them by means of estoppel by representation.

9. BREACH

9.1 In the event of:

9.1.1 the Beneficiary failing to make any payment in terms of this agreement or any of the parties failing to comply with any obligations placed upon him/her in terms of this agreement ("the breach") and, generally, failing to rectify the breach with 7 (seven) days of delivery of written demand thereto by another non-defaulting party, or

9.1.2 the Beneficiary failing to make payment of his/her monthly instalments towards the outstanding balance of the construction costs payable to the NHE, if applicable and in that event immediately,

the non-defaulting party entitled to the performance shall be entitled (but not obliged) and without prejudice to any other rights of recourse or any other remedy which it may have in law:

9.1.3 to claim specific performance of the obligations placed upon the defaulting party in terms of this agreement or, if applicable, to claim immediate payment of the full outstanding balance of the construction costs then still due; or

9.1.4 to cancel this agreement and to claim re-possession and/or re-transfer of the Property (as the case may be) and the payment of any arrear payments due in terms of this agreement together with interest thereon at the prescribed rate and/or such damages as the non-defaulting party may have suffered.

9.2 In the event of the cancellation of this agreement, the NHE shall be entitled to retain all payments made by the Beneficiary in terms hereof, in which event all payments made by the Beneficiary shall be regarded as compensation for the Beneficiary's enjoyment and entitlement to use the Property up to date of cancellation or towards the pre-payment of any damages the Council or the NHE may suffer in consequence

Handwritten signatures and initials:
B
M
M.C. G.M.
A.A.
L.W.

AGENDA

10

10.

10.1. The Council is invited to consider the following: (i) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget; and (ii) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget.

11. GENERAL

11.1. The Council is invited to consider the following: (i) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget; and (ii) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget.

11.2. The Council is invited to consider the following: (i) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget; and (ii) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget.

11.3. The Council is invited to consider the following: (i) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget; and (ii) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget.

11.4. The Council is invited to consider the following: (i) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget; and (ii) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget.

11.5. The Council is invited to consider the following: (i) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget; and (ii) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget.

11.6. The Council is invited to consider the following: (i) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget; and (ii) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget.

11.7. The Council is invited to consider the following: (i) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget; and (ii) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget.

11.8. The Council is invited to consider the following: (i) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget; and (ii) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget.

12. CORRECTIONS

12.1. The Council is invited to consider the following: (i) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget; and (ii) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget.

12.2. The Council is invited to consider the following: (i) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget; and (ii) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget.

12.3. The Council is invited to consider the following: (i) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget; and (ii) a report from the Council's Strategic Planning Committee on the proposed 2025/26 Budget.

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The postal address on page 1 to this agreement

11.1.2 the Council: The Municipal Office Complex
Rakatoke Street Swakopmund
P.O. Box 53, Swakopmund

11.1.3 the NHE: No. 7 General Mustafa Muhammed Avenue, Windhoek
P.O. Box 20192, Windhoek

11.2 Any party hereto shall be entitled to change its domicile from time to time, provided that any new domicile is an address within the Republic of Namibia and such change will only be effective upon receipt of a notice to that effect.

11.3 All notices given in terms of this agreement shall be given in writing and may either be sent by pre-paid post, in which event it shall be deemed to be received 5 (five) days after posting, or shall be delivered to the above physical address, in which event it shall be deemed to have been received when so delivered. Notices may also be given by other means, in which event, however, no deeming provisions relating to its receipt shall apply.

12. JURISDICTION OF THE COURTS

The parties hereby consent to the jurisdiction of the Magistrate Court in respect of any action, which may result from this agreement, including all eviction proceedings, claims for damages and other actions as a result of the breach of this agreement by the parties. Notwithstanding such consent by the parties, they shall have the right to institute any action in the High Court according to their decision and absolute discretion.

MEMORANDUM FOR THE RECORD

TO: THE CHAIR

FROM: [Handwritten Name]

[Handwritten Note]

[Handwritten Signature and Stamp]

DATE: 29/1/25

AGENDA ITEM

- 1. [Handwritten Item 1]
- 2. [Handwritten Item 2]

[Handwritten Signature and Stamp]

DATE: 29/1/25

AGENDA ITEM

- 1. [Handwritten Item 1]

[Handwritten Signature and Stamp]

DATE: 29/1/25



Annexure "A" to Agreement

Payment of Construction Costs

The construction costs payable by the Beneficiary to the NHE shall be the sum of:
N\$90 000.00 (Ninety Thousand Namibia Dollars)

Payment of the construction costs by means of instalments (if applicable)

In the event of the construction costs being payable to the NHE by means of monthly instalments, the following shall apply:

1. The construction costs shall be payable in monthly instalments of no less than N\$ 767.53 per month over the period of 20 years.
2. The initial monthly instalment payable at the commencement of the repayment period, shall represent payment of the following amounts:

Capital Repayment: N\$

Interest Repayment: N\$

Home Owner's Insurance

Bond Insurance: N\$ 134.80

Life Insurance Premium: N\$

3. The Beneficiary shall commence with the repayment of the construction costs in monthly instalments, as from the first day of the calendar month following the Registration Date.
4. The unpaid portion of the construction costs shall attract interest at the rate of % per annum, calculated and capitalized monthly in arrears as from the date of registration.
5. The instalments shall be paid at the offices of the NHE or by payment into the NHE's bank account nominated for this purpose, with each payment clearly reflecting the NHE's reference number, namely:

Currently, the bank account nominated for this purpose is:

Handwritten notes:
 DT
 NHE 519
 \$
 How

- 1. The Council is requested to consider the following matters:
 - a. To approve the proposed amendments to the Council's Financial Regulations, as set out in the attached schedule, and to authorize the Council to sign any necessary resolutions.
 - b. To approve the proposed amendments to the Council's Financial Regulations, as set out in the attached schedule, and to authorize the Council to sign any necessary resolutions.
 - c. To approve the proposed amendments to the Council's Financial Regulations, as set out in the attached schedule, and to authorize the Council to sign any necessary resolutions.
- 2. The Council is requested to consider the following matters:
 - a. To approve the proposed amendments to the Council's Financial Regulations, as set out in the attached schedule, and to authorize the Council to sign any necessary resolutions.
 - b. To approve the proposed amendments to the Council's Financial Regulations, as set out in the attached schedule, and to authorize the Council to sign any necessary resolutions.
 - c. To approve the proposed amendments to the Council's Financial Regulations, as set out in the attached schedule, and to authorize the Council to sign any necessary resolutions.

[Handwritten signature]

- a. ...
- b. ...
- c. ...
- d. ...
- e. ...
- f. ...
- g. ...
- h. ...
- i. ...
- j. ...
- k. ...
- l. ...
- m. ...
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- o. ...
- p. ...
- q. ...
- r. ...
- s. ...
- t. ...
- u. ...
- v. ...
- w. ...
- x. ...
- y. ...
- z. ...



Annexure "F"

**DEED OF SALE****MEMORANDUM OF AGREEMENT OF SALE
ENTERED INTO BY AND BETWEEN**

1 Name: **MARIETTE CECILIA ENGELBRECHT**
 Identity No: **770609 0030 6**
 Marital Status: **UNMARRIED**
 of
 Postal Address: **P.O. BOX 1188, SWAKOPMUND**
 Physical Address: **ERF NO 2582 MATUTURA (EXTENSON NO 12)**
 Tel no: **081 356 7000**
 E-mail: **mariettececiliaengelbrecht195@gmail.com**

(Hereafter referred to as the **SELLER**.)

AND

2 Name: **REGINALD ROGER HOFFMAN**
 Identity No: **731102 0002 3**
 And
 Name: **PATRILYN BAGAIN SANCHEZ HOFFMAN**
BORN ON: 10 AUGUST 1985
 Marital Status: **MARRIED IN COMMUNITY OF PROPERTY TO EACH OTHER**

of

Postal Address: **PO BOX 3230 VINETA, SWAKOPMUND**
 Physical Address: **NO 227 GARNET AVENUE TAMARISKIA
 SWAKOPMUND**
 Tel no: **+26481 3742827 // +26481 3638751**
 E-mail: **rogerhoffman735@gmail.com**

(Hereafter called the **PURCHASERS**.)

<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>

WHEREAS:

- A. The SELLER is the registered owner of certain immovable property as more fully described herein
- B. The SELLER agrees to sell and the PURCHASERS are desirous to purchase the Property from the SELLER
- C. The Parties wish to regulate their relationship in writing

NOW WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. THE PROPERTY:

The SELLER hereby sells to the PURCHASERS who hereby purchase the following property:

CERTAIN: Erf No. 2592 Matutura (Extension No. 12)

SITUATE: In the Municipality of Swakopmund
Registration Division "G"
Erongo Region

MEASURING: 375 (Three Seven Five) Square Meters



HELD BY: Deed of Transfer No T 1474/2020

SUBJECT to the conditions therein contained

(Hereafter called the PROPERTY)

2. PURCHASE PRICE:

The Purchase Price of the Property is the sum of N\$ 230 000, 00 (Two Hundred and Thirty Thousand Namibia Dollars), and is payable to the SELLER on date of registration of the transfer and to be secured by the PURCHASERS as follows:

	
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- 2.1 The refundable amount of N\$ 133 776, 97 (One Hundred and Thirty Three Thousand Seven Hundred and Seventy Six Namibia Dollars and ninety seven cents), has been paid to NATIONAL HOUSING ENTERPRISE (in respect of the SELLER'S bond cancellation) by the PURCHASERS prior to the date of signature of this Agreement; and
- 2.2 the refundable amount of N\$ 44 295.44 (Forty Four Thousand Two Hundred And Ninety Five Thousand Namibia Dollars And Forty Four Cents) has been paid to THE MUNICIPALITY OF SWAKOPMUND (in respect of the outstanding balance of the SELLER) by the PURCHASERS prior to the date of signature of this Agreement;
- 2.3 the refundable amount of N\$ 7 357.13 has been paid to ENS AFRICA (in respect to legal fees of the outstanding balance of the SELLER) by the PURCHASERS prior to the date of signature of this Agreement;

2.4

And in addition to 2.1 and 2.2 above:

- 2.5 The remaining purchase price to wit N\$ 44 570.46 (Forty Four Thousand Five Hundred And Twenty Namibia Dollar And Forty Six Cents) shall be paid to the trust account of Dr Weder, Kauta & Hoveka Inc. within 14 (FOURTEEN) days of signature of this Agreement free of any deductions, which amount shall be kept in trust pending transfer of the PROPERTY or termination of this agreement;
- 2.6 The trust account details of DR WEDER KAUTA AND HOVEKA INC are



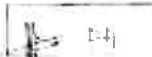

DR. WEDER, KAUTA & HOVEKA INC
STANDARD BANK
TRUST ACCOUNT NUMBER: 421B14799
MAERUA MALL
BRANCH CODE: 086-872
SWIFT CODE: SBNMNX

OR

DR WEDER, KAUTA & HOVEKA INC
TRUST ACCOUNT NO: 620 1677 2578
FIRST NATIONAL BANK
COMMERCIAL SUITE, WINDHOEK
BRANCH CODE: 281 972
SWIFT CODE: FIRNANX

OR

DR WEDER KAUTA & HOVEKA INC
TRUST ACCOUNT NO: 102 664 3801
BANK WINDHOEK LTD

INDEPENDENCE AVENUE
BRANCH CODE: 481 972
SWIFT CODE: BwLINANX

- 2.3 Any amount to be deposited to the trust account of Weder Kauta and Hoveka Inc. and which would likely remain in the trust account for a period exceeding 14 days, shall, at the request of the PURCHASERS be invested at a registered financial institution on behalf of the PURCHASERS and the interest will be accrued for the benefit of the PURCHASERS.

3. FIXED IMPROVEMENTS:

- 3.1 The PROPERTY is sold as it stands in its current condition, as viewed by the PURCHASERS.
- 3.2 The SELLER undertakes to maintain the PROPERTY in the same good state of repair until occupation is granted to the PURCHASERS.

4. POSSESSION AND OCCUPATION:

- 4.1 Possession will be granted to the PURCHASERS on date of transfer of the PROPERTY to the names of the PURCHASERS in the Deeds Office of Namibia.
- 4.2 Vacant Occupation of the PROPERTY shall be granted to the PURCHASERS on or before 30 June 2023, from which date the sole risk, loss or profit of the PROPERTY shall pass to the PURCHASER.

5. OCCUPATIONAL INTEREST:

- 5.1 The parties agree that the PURCHASER shall be entitled to rent the PROPERTY to a third-party Lessee for their benefit from date of occupation until date of transfer of the PROPERTY to the name of the PURCHASERS.
- 5.2 The PURCHASERS shall be entitled to all income from the PROPERTY and shall be responsible for all expenses, risk and losses which may be incurred from date of occupation until date of transfer.
- 5.3 The SELLER agrees that she shall not benefit from any income and shall only become entitled to the remaining purchase price as stipulated in Clause 2.3 above, on transfer of the PROPERTY to the names of the PURCHASERS.

6. RATES AND TAXES AND BUILDING COMPLIANCE CERTIFICATE.

SELLER	BUYER
<i>[Signature]</i>	<i>[Signature]</i>

- 6.1 The SELLER shall pay all usage charges, rates, and taxes in respect of the PROPERTY until date of occupation, from which date the PURCHASERS shall be responsible for the usage charges, rates, and taxes of the local authority and Erongo Red until date of transfer and beyond.
- 6.2 The SELLER herewith authorizes the Conveyancers to deduct the amounts payable to the Municipal Council of Swakopmund and Erongo Red to obtain Clearance Certificates up until 1 June 2023, from the proceeds of the sale on date of registration of transfer.
- 6.3 The SELLER shall at her costs apply to the Municipality of Swakopmund for the issuing of a BUILDING COMPLIANCE CERTIFICATE and deliver same to the appointed conveyancers prior to the transfer of the PROPERTY.

7. TRANSFER:

- 7.1 Transfer of the PROPERTY to the name of the PURCHASERS shall be attended to by DR WEDER KAUTA AND HOVEKA INC (shop 208 First Floor, Platz Am Meer, Swakopmund, Tel: 064 - 443100 (B. GREYVENSTEIN).
- 7.2 Transfer of the PROPERTY shall be granted from the SELLER to the PURCHASERS as soon as possible after fulfilment of all suspensive conditions stipulated in Clause 17 below.
- 7.3 The Parties acknowledged that the appointed legal practitioners fully explained the pre-emptive right in favour of the MUNICIPALITY OF SWAKOPMUND and NHE for a period of 10 years from 19 March 2019 and the consequences thereof and that the Parties instructed the legal practitioners to continue with the transaction despite the risks explained to them.
- 7.4 As soon as the SELLER tenders transfer, the PURCHASERS shall be obliged to take all the necessary steps and to perform all other actions to take transfer without any delay.

8. COSTS:

- 8.1 The parties agree that the costs to give effect to the provisions of this agreement are not included in the purchase price of the PROPERTY and further agree that the PURCHASERS are liable for the payment of all transfer costs including but not limited to Transfer duty, Stamp duty, Conveyancers fees, VAT and Deeds Office Lodgment fees.

- 8.2 All costs incidental to the registration of the transfer of the PROPERTY, shall be paid by the PURCHASERS within 7 days of receipt of an invoice from the appointed conveyancers, subject thereto that no costs shall become due and payable prior to the fulfilment of the suspensive conditions stipulated in Clause 17 below.
- 8.3 Should the PURCHASERS apply for a loan from a registered financial institution, they acknowledge that the costs for the registration of the mortgage bond shall also be for their account.





9. CONDITIONS AND SERVITUDES:

- 9.1 The PROPERTY is sold as described in the existing Title Deed(s) thereof and is subject to all conditions attached thereto or mentioned or referred to in the said Title Deed or prior deeds.
- 9.2 The SELLER shall not be liable for any deficiency in the extent which may be revealed on any re-survey, nor shall the SELLER benefit by any possible surplus.
- 9.3 The parties especially acknowledge the title conditions imposed in favour of the NATIONAL HOUSING ENTERPRISE and THE MUNICIPALITY OF SWAKOPMUND more specifically the following:
- 9.3.1 the pre-emptive right registered in favour of the NATIONAL HOUSING ENTERPRISE and THE MUNICIPALITY OF SWAKOPMUND and that this PROPERTY will not be capable of transfer without the prior written consent of NATIONAL HOUSING ENTERPRISE and THE MUNICIPALITY OF SWAKOPMUND prior to 19 March 2029. The SELLER shall endeavor to apply to these institutions for the waiving of the pre-emptive right and shall provide the legal practitioners and the PURCHASERS with written proof of any such consent.

10. VOETSTOOTS:

- 10.1 The PROPERTY is sold voetstoots and as it stands, the SELLER giving no warranty or guarantee in regard to the PROPERTY.
- 10.2 The SELLER shall not be liable for any defects on the PROPERTY, either latent or patent and shall not be required to indicate or locate the positions of the pegs or beacons of the PROPERTY.

11. BREACH:

- 11.1 If any party is in breach of any term of, or warranty given in terms of, this agreement, the other party shall be entitled to cancel this agreement only if such breach is material.
- 11.2 Such breach shall not be material if written notice of such breach is given to the breaching party by the aggrieved party and remedied within a period of 14 (fourteen) days of receipt of such notice.
- 11.3 Subject to the provisions of Clause 11.1 above, should any party hereto commit a material breach of this agreement, and fail to remedy same within a period stipulated in clause 11.2 supra, then the aggrieved party shall be entitled at his option to exercise all or any rights which he might hold under the common law of Namibia or otherwise.
- 11.4 Should the agreement be cancelled by the SELLER as a result of non-compliance with a material term of this Agreement by the PURCHASERS, the PURCHASERS shall forfeit any amounts already paid towards the Purchase Price as 'oukloop'.
- 11.5 Should the agreement be cancelled by the PURCHASERS as a result of non-compliance with a material term of this Agreement by the SELLER or should the SELLER attempt to cancel this Agreement for any reason which the SELLER shall refund all amounts already received towards the Purchase Price to the PURCHASERS within 14 days of such cancellation.

12 WAIVER:

Notwithstanding any express or implied provisions of this Deed of Sale, any latitude or extension of time which may be allowed by the one party to the other in respect of any payment provided herein, or any matter or thing that any of the Parties are bound to perform or observe in terms hereof, shall not under any circumstances be deemed to be a waiver of that Party's rights at any time to require strict and punctual compliance with each and every provision or term thereof.

13 NOTICES AND DOMICILIUM CITANDI ET EXECUTANDI

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

13.1.1 The SELLER

SELLER	BUYER
PA	PA

Postal Address: P.O. BOX 1188 SWAKOPMUND
 Physical Address: ERF NO 2592 MATUTURA (EXTENSION NO 12)
 E-mail: marcelledesilibeengelbrecht95@gmail.com

And

13.1.2 The PURCHASERS:

Postal Address: P.O. BOX 3230 VINETA, SWAKOPMUND
 Physical Address: NO. 227 GARNET AVENUE, TAMARISKIA,
 SWAKOPMUND
 E-mail: rogerhoffman235@gmail.com

- 13.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and it shall be competent to give notice by e-mail.
- 13.3 Any party may by notice to any other party change the physical address chosen as its *domicilium citandi et executandi* vis-à-vis that party to another physical address in the Republic of Namibia or its e-mail address. Provided that the change shall become effective vis-à-vis that addressee on the 7th (seventh) business day from the deemed receipt of the notice by the addressee.
- 13.4 Any notice to a party:
- 13.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the 7th (seventh) business day after posting (unless the contrary is proved); or
- 13.4.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
- 13.4.3 sent by e-mail shall be deemed to have been received on the first business day after dispatch (unless the contrary is proved).
- 13.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

14. WHOLE AGREEMENT AND VARIATION:

<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>

The Parties hereby acknowledge that there are no undertakings or agreements between them, that no warranties have been given by or on behalf of any of the Parties and that no representations have been made by or on behalf of any Party, either in writing or verbally, except as contained in the Agreement of Sale, that the terms of this Agreement constitute the whole Agreement between the SELLER and the PURCHASERS and that no variation, alteration, modification or suspension of any of the terms of this Agreement of Sale shall be of any force or effect unless committed to writing and signed by the SELLER and the PURCHASERS.

15. AGENT'S COMMISSION

- 15.1 Both the SELLER and the PURCHASERS warrant that they were not introduced to the property or to each other by any Estate Agent and that no estate agent commission will therefore be payable by any of the parties.
- 15.2 The SELLERS and the PURCHASERS indemnify each other against any liability which may arise from the fact that either of them was introduced to the PROPERTY by any registered estate agent.

16. FINANCIAL INTELLIGENCE INFORMATION:

The parties to this agreement acknowledge that the conveyancer appointed is obliged in terms of the Financial Intelligence Act 13 of 2012 to provide the Bank of Namibia with any and all necessary documentation and/or information to enable it to collect, assess and analyse financial intelligence data, which may lead or relate to money laundering and the parties agree to fully co-operate with the conveyancer and each other, if needs be, to provide all or any information and/or documentation required to be compliant with the duties imposed under this Act.

17. SUSPENSIVE CONDITION

- 17.1 This Deed of Sale is subject to the following suspensive conditions, namely that:
- 17.1.1 The remaining purchase price to wit **N\$ 44 570.46 (Fort Four Thousand Five Hundred And Twenty Namibia Dollar And Forty Six Cents)** shall be paid to the trust account of Dr Weder, Kauta & Hoveka Inc. within **14 (FOURTEEN) days** of signature of this Agreement, free of any deductions, which amount shall be kept in trust pending transfer of the PROPERTY or termination of this agreement.

Signed	
 PH	 PH

- 17.2 Despite the provisions of Clause 17.1 above, the PURCHASERS may opt to secure a portion of the purchase price in cash and the remaining sum through an acceptable bank guarantee from a registered financial institution in which case the suspensive conditions shall be deemed fulfilled.
- 17.3 Should the provisions of Clause 17.1 not be met within the period stipulated therein and without any further notice to the PURCHASERS, this contract shall immediately lapse and become null and void and unenforceable between the parties.

THIS DONE AND SIGNED BY THE SELLER AT Swakopmund THIS
24th DAY OF May 2023 in the presence of the
undersigned witnesses

AS WITNESSES

- 1 [Signature]
- 2 _____

SELLER:
MR ENGELSRECHT

THIS DONE AND SIGNED BY THE PURCHASERS AT Swakopmund
THIS 31st DAY OF May 2023 in the presence of the
undersigned witnesses

AS WITNESSES

- 1 [Signature]
- 2 _____

PURCHASER:
MRS HOFFMAN

PURCHASER:
MR HOFFMAN

<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>

Annexure "G"

19 03 20 2592

E 2592 N1



Swakopmund Municipality Town Council
 R.R. Hoffman
 P.O. Box 3230
 Wineta
 Swakopmund

09 SEPTEMBER 2024

Mrs. B. Ramus

In Whom It May Concern

RE: Matter between R.R. Hoffman and Miss Engelbrecht.

It's about two years ago now that I had approached Miss Engelbrecht as she was looking for a buyer for her house in Matutuna Extension 2 House No. 2592. I contacted her, we met and discussed the sale of the house as we also consulted with the lawyers.

One of the factors was that I must be a waiting customer on the NHE Housing waiting list, while I already am. We got the confirmation letter from NHE, providing it to the lawyer's office and we started with the paper work, necessary documentation for purchasing the house and to get everything in place. Due to the lack of knowledge of not knowing how the procedure works, we asked NHE for the settlement amount of the house, they gave it to me. I also requested for the lawyers outstanding amount which was outstanding at a certain law firm and lastly the water and rates and taxes bill from the Municipality.

I paid all the outstanding amounts in cash full. The proof of payments is at the lawyers and I can provide it. The lawyers already received the Deed of Transfer for the house, the only outstanding is the Grant of the Waiver between the Municipality and Miss Engelbrecht, so that we can proceed with the transfer of the house onto my name. NHE already gave their consent, I had a house that I sold in 2009 to my brother in-law Mr. P. Coetzee House No. 516, Fransiska Van Heel Str. I sold the house as I was going through a divorce at the time and was planning on leaving Swakopmund and it was not for speculation purposes.

I am a lease person and doesn't know the law. I did not know clearly what they meant by first time home owners of a property by means of inheriting or as a gift. In my own understanding, I didn't have any property in my name at the time. We started with the transaction when I did not have a house or any property in my name. I'm a tenant renting a house in Tamanskia 227 Garnet Ave.

So, I declare under Oath that I don't have any property in my name or in my wife's name. I also take responsibility to take the Oath not to sell this property in Matutuna House No. 2592 for the next 10 years, because I just want a property for myself and my family which is my wife and kids to stay and live in.

Kind Regards

R.R. Hoffman

11.1.21 **EXPRESSION OF INTEREST (APPLICATION TO PURCHASE ERF X AT ARNOLD SCHAD PROMENADE - MR ANGELO CLOETE**
(C/M 2025/01/30 - 17/1/4/2/1/7)

Ordinary Management Committee Meeting of 16 January 2025, Addendum **10.11** page **67** refers.

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

1. **INTRODUCTION**

The purpose of this submission is to inform Council of an application received from Mr Angelo Cloete dated **02 December 2024** (attached as **Annexure "A"**) to purchase a portion of land located to the north of The Tug Restaurant to establish a small-scale hospitality accommodation facility (300m²).

On the aerial photo and map (**Annexure "B"**) the area is indicated in green. This is the area which was previously leased by the Namibia Sea Rescue Institute.

2. **BACKGROUND**

2.1 On **10 March 2011** under item 8.27, point (c) Council passed the following decision:

"(c) That in future Council attends to all Town Planning issues before the land is sold to the public."

Therefore, Council does not consider unsolicited applications to purchase land, unless a Surveyor-General-approved diagram is in place and the proposal is regarded as exceptional.

The portion of land applied for is located on Block 1.

2.2 In addition to the above, Council's previous master plan and Town Planning Amendment Scheme 12 states the following:

Master Plan

"The seafront is a fundamental part of the uniqueness of Swakopmund and it should be accessible to, and this "owned" by all of the inhabitants of the town in perpetuity".

Town Planning Amendment Scheme 12

"BEACH AREA" means any land which has been reserved in terms of this scheme for use by the public for beach activities. Any building erected here may only be carried out with the consent of the Council.

Structure Plan 2020 - 2040

Page 58

Swakopmund's beachfront is a major asset to the town. Although many beneficial and conducive factors with regard to urban planning and development are in place already, there is room for improvement and to optimize. Between the mouth of the Swakop River and Vineta Point, the entire coastline (except for a few physical constraints), is easily accessible to the public. The strip is also marked by existing parking lots, gardens, the palm promenade, tennis courts, a boat launch, walkways and a public swimming area. However, this stretch has many more opportunities for recreation and connectivity. Open-air gyms, children's playgrounds, tracks for walking and jogging and other facilities for recreation are some of the options. More gardens also deserve priority, especially because watering with semi-purified water is feasible. Gardens are not only important for beautifying this stretch, but for creating an uninterrupted, ecological functioning corridor.

Page 99

A) Beach

The beach area in general belongs to everyone and is and should remain a public open space without any restrictions. It should not be reserved and accessible only for exclusive use by some elite persons or organizations.

In order to vitalize and encourage greater use of the remaining beach areas, the introduction of seasonal or semi-permanent facilities should be allowed. Facilities such as international standard beach volley ball areas or permanent public fitness installations could be provided. Possible semi-permanent structures similar to the Tiger Reef restaurant could also be placed at intervals along the beach and where sufficient parking areas are available. The existing walking path and additional bicycle ways could be installed and extended towards the north.

2.3 On **03 December 2024** the GM: Engineering & Planning Services provided the following comments:

"It is the standing position of government not to allow the sale of the beach area, and this was the approach that Council has followed.

The area of interest is also where the sea rescue building was located (on lease contract) after it was demolished and the site is prone to flooding due to the proximity to the ocean, therefore it is advised not to consider this application."

- 2.4 Although, if approved, the applicant/purchaser is responsible to provide on-site parking, Council experiences an acute shortage of parking at the public area at the jetty.
- 2.5 The site has been damaged in the past by heavy sea action during winter storms and is not suitable for residential or commercial development considering possible future sea level increase.

3. **PROPOSAL**

The site is well used by the public as a lookout point, access to the beach, parking, etc and it would be of benefit to the general public if the area was raised and reinforced with a rock to armour it against future higher-than-usual springtides or winter storms.

The two established restaurants, The Tug Restaurant CC and Rocket Investments CC also benefit from the public parking as their facilities do not cater for onsite parking.

In this regard, with reference to The Tug Restaurant CC, Council on **28 March 2018** under item 11.1.2 passed the following resolution:

"(a) That the proposal of The Tug Restaurant CC to make minor alterations to the structure encroaching onto a portion of Erf 2809, Swakopmund be approved; subject to:

(vii) That the tug contributes to the upgrading of the parking area in line with the number of bays required."

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

RECOMMENDED:

- (a) **That Council takes note of the unsolicited application by Mr Angelo Cloete to purchase a portion of land measuring approximately 300m² located on Block 1, to the north of The Tug Restaurant CC, and adjacent to Erf 3562, Swakopmund to construct a small-scale hospitality accommodation facility.**
- (b) **That the application received in (a) above not be considered due to the area being a public beach area prone to flooding and acute shortage of parking is being experienced in the public area.**
- (c) **That the Engineering & Planning Services Department fills in the site with soil raises the ground level of the area in front of the jetty, adds reinforcing to prevent damage from future heavy sea action, and paves the entire area for better use by the public for parking, walking, cycling, and leisure.**
- (d) **That in line with Council's decision passed on 28 March 2018 under item 11.1.2, point (a) (vii), The Tug Restaurant CC and Rocket Investments CC be consulted to contribute to the costs in (c) above based on the number of parking sites required in terms of their business operations.**
-

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

02 December 2024

Subject: Expression of Interest (Application to Purchase) a portion of Land.

Dear Mr. A Benjamin,

I am writing to your good office to formally express my interest in acquiring a piece of land currently zoned "Beach," approximately 300 square meters in size, located in A. Schad Promenade (see attached screenshots of the identified area marked in green) for your consideration.

My intention for this land is to establish a small-scale hospitality accommodation facility. This venture aims to contribute positively to the economic growth of the town by:

Creating Jobs: Generating employment opportunities for local residents.
Attracting Tourism: Enticing tourists to the town, thereby boosting other local businesses.
Optimizing Land Use: Utilizing the land effectively and sustainably.

I believe that this development will seamlessly integrate with the existing town plan and surrounding structures, enhancing the overall appeal of the beach area. Additionally, I assure you that the project will be carried out with utmost care to preserve the natural beauty and environmental integrity of the site.

All costs related to this application will be for the applicant.

I would be grateful for the approval of this proposal and will provide any additional information or documentation as required through the use of a registered Town Planner. I am confident that this project can be a valuable asset to the community.

Thank you for your time and consideration.

Yours truly,

Mr. Angelo Cloete

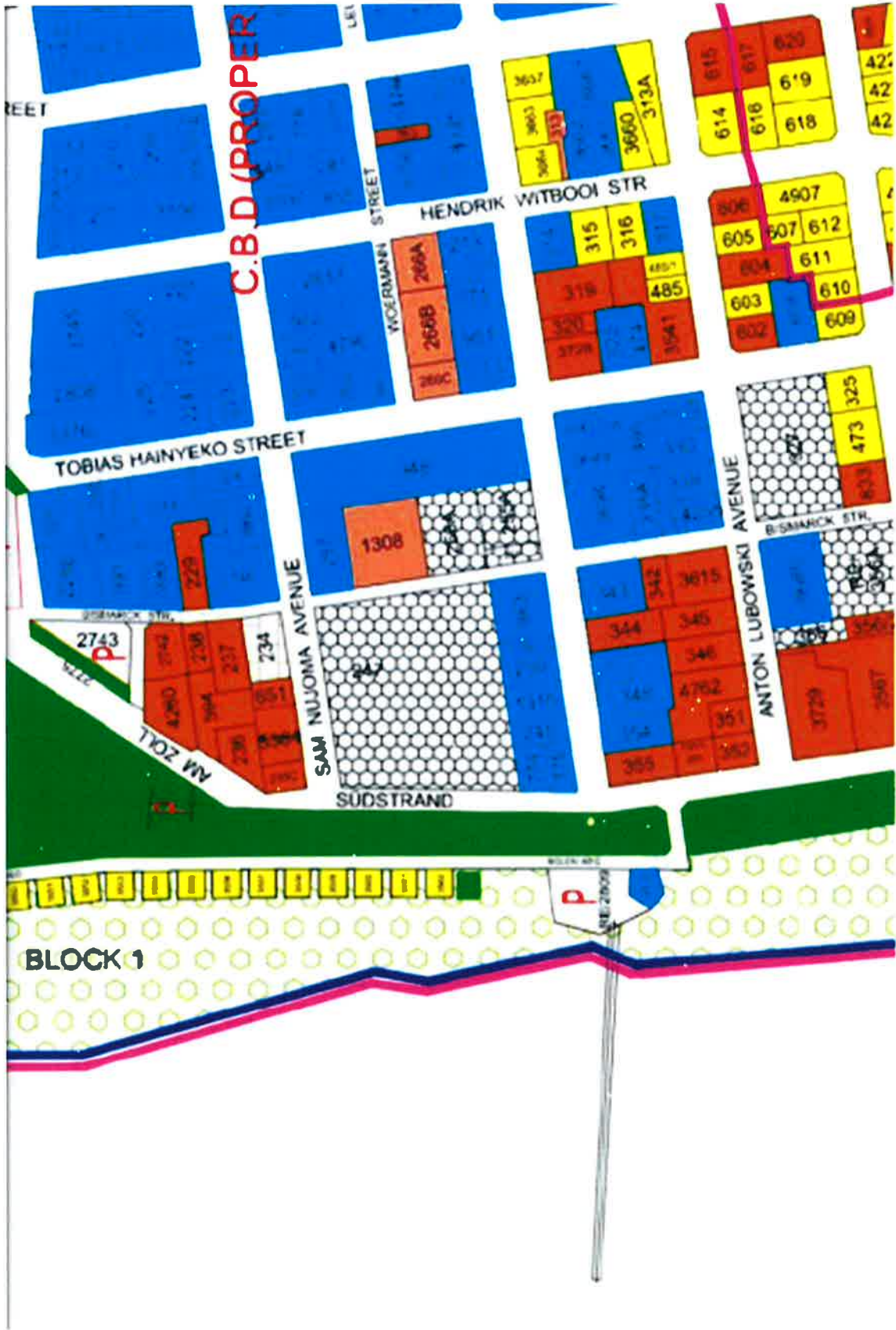


CloeteAD@gmail.com

+264 81 223 0909

ANNEXURE "B"





- 11.1.22 **EXTENSION 32, KRAMERSDORF - SALES PRIOR TO FINALIZATION OF INSTALLATION OF SERVICES**
(C/M 2025/01/30 - 17/1/4/2/1/7)

Ordinary Management Committee Meeting of 16 January 2025, Addendum **10.12** page **73** refers.

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

1. **Introduction**

The purpose of this submission is to coordinate the sale of erven zoned "Single Residential" and "General Residential" located in Extension 32 prior to the finalization of the installation of services.

By following this course of action Council will earn funds to partly repay the external loan financing the installation of services.

2. **Council Resolutions**

Council approved the sale of erven prior to the finalization of the installation of services as follows:

2.1 **Council's Resolution passed on 27 January 2022 under item 11.1.45, point (e):**

"(a) That Council confirms the intention to proceed with the service installation of Extension 32 and 33 in terms of the following two resolutions and budgetary provisions be made in the 2022/23 budget:

- 26 July 2018 under item 11.1.7
- 31 August 2016 under item 11.1.10

(b) That the General Manager: Engineering & Planning Services calculates cost estimates and cash flow projections; and provides timelines for the installation of services keeping in mind delays caused by environmental requirements.

(c) That the General Manager: Finance confirms to what extent Council's fixed deposits can be committed to this project as per point (d) of Council's decision made under item 11.1.7 on 26 July 2018 and the need for bank financing.

(d) That Erongo RED confirms their undertaking to fund the development of the electrical infrastructure as per point (e) of Council's decision made under item 11.1.7 on 26 July 2018.

(e) That the General Manager: Corporate Services & HC be permitted to commence with the selling erven prior to completion of the installation of services in order to generate income as per point (f) of Council's resolution under item 11.1.7 on 26 July 2018."

For ease of reference, the two decisions stated above are attached as **Annexure "A"**.

2.2 **Council's Resolution passed on 14 November 2024 under item 11.1.5, point (d):**

"(a) That Council approves the estimated expenditure amounting to N\$68 248 618.75 for the installation of services for Extension 32, Kramersdorf, Swakopmund.

(b) That the project be financed through the external loan facility of Messrs First National Bank Namibia.

(c) That the funding of electrical infrastructure be funded by Erongo RED.

- (d) That pre-sale of erven be done during the installation of services period to ensure a faster loan repayment with less interest.
- (e) That the payment of rates & taxes be temporarily exempted for erven purchased during the installation of services period.
- (f) That the Development Bank of Namibia be engaged to compare the best possible funding options."

3. **Extension 32**

Extension 32 consists of the following zonings:

Zoning	Number of Erven	Area (m ²)
S Res	70	75694
Gen Res 2	7	16263
Gen Res 1	1	2244
Inst	1	2142
POS	2	5165
Avg. Erf	1226 m ²	
Avg. Res Erf	1050	
Sell Area	92024 m ²	

Below for ease of reference is the layout:



3. **Way Forward**

The Engineering & Planning Services Department must communicate regularly and efficiently with the Corporate Services & Human Capital Department on the progress of the installation of services to Extension 32, in order for the sale to be arranged at an optimal time, otherwise there is a risk of delays in transfer which will frustrate buyers.

That Corporate Services & Human Capital Department be informed once a calculation for the upset price is fixed and the installation of the services reaches a reasonable stage for the sale of the erven, in order that a submission can be tabled to Council to approve the upset price for the closed bid sale well before the date of sale.

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

RECOMMENDED:

- (a) That Council takes note that the sale of Erven located in Extension 32 prior to the finalization of the installation of services was approved by Council under the following resolutions:
- (i) *Council's Resolution passed on 27 January 2022 under item 11.1.45, point (e).*
 - (ii) *Council's Resolution passed on 14 November 2024 under item 11.1.5, point (d).*
- (b) That the Engineering & Planning Services Department communicates regularly and inclusively with the Corporate Services & Human Capital Department on the progress of installation of services to Extension 32, in order that the requisite submission to Council to determine the upset price and conditions of sale well in advance of the date of sale.
- (c) That the Corporate Services & Human Capital Department be informed once a calculation for the upset price is fixed and the installation of the services reaches a reasonable stage for the sale of the erven so that a submission can be tabled to Council to approve the upset price for the closed bid sale.
- (d) That the calculation of the upset price includes provision for the cost of the development loan amount plus interest.
-

Previous Council Resolutions

11.1.7

PROVISION OF SERVICES TO EXTENSIONS 32, 33 & 36 (LOCATED EAST OF KRAMERSDORP)

(C/M 2018/07/26 - G 3/3/2/32, G 3/3/33, G 3/3/36)

RESOLVED:

- (a) That the installation of services to Extensions 32, 33 and 36 located to the east of Kramersdorf be reserved for Council.
- (b) That Extensions 32, 33 and 36 not be sold to developers / members of the public either as extensions or as a number of separate erven; but that Council retains it for own development to train technicians to design services and to be involved in project management.
- (c) That the projects be internally co-ordinated and supervised by the Engineering Services Department be done in phases, depending on demand and available funds.
- (d) That the funding and installation of services on a phased basis due to the subdued market demand for high value serviced residential erven.
- (e) That the Erongo RED be consulted for assistance in undertaking and funding the development of the electrical infrastructure.
- (f) That once the erven of Extensions 32, 33 and 36 are promulgated and serviced, they be sold by closed bid sales.

11.1.10

EXTENSION OF TIME FOR THE DEVELOPMENT OF FARM 246 & PORTION 3 OF FARM 166, SWAKOPMUND - MESSRS SANTIAGO PROPERTY DEVELOPERS (PTY) LTD & MESSRS SWAKOP RIVER ECO CONSORTIUM

(C/M 2016/08/31 - G 4/1/1 (15), G4/1/1(20))

RESOLVED:

- (a) That Council takes the responsibility for the design and provision of bulk services for Farm 246 and Portion 3 of Farm 166 when developing Extension 32 and 33, Kramersdorf.
- (b) That the cost for design and provision of bulk services to the borders of the two portions of land be shared between Council, Messrs Santiago Property Developers (Pty) Ltd and Messrs Swakop River Eco Consortium.
- (c) That Messrs Santiago Property Developers (Pty) Ltd and Messrs Swakop River Eco Consortium be granted extension of time of 18 months to commence and complete the construction of internal services and the entire project from the date Council complete the external services.
- (d) That Messrs Santiago Property Developers' (Pty) Ltd and Messrs Swakop River Eco Consortium be informed that the extension of the due date in (c) above does not absolve them from the payment of basic service charges which they are currently paying.
- (e) That an addendum to the agreement be compiled to affect the amendments above.
- (f) That the developers submit performance guarantees for the project.

11.1.23

SUBDIVISION OF ERF 10037 SWAKOPMUND, EXTENSION 18 INTO PORTION A, B, C, D AND REMAINDER

(C/M 2025/01/30 - E 10037)

Ordinary Management Committee Meeting of 16 January 2025, Addendum **10.4** page **57** refers.**A. This item was submitted to the Management Committee for consideration:****1. Purpose**

The purpose of this submission is for the Council to consider the application for the subdivision of Erf 10037 Swakopmund, Extension 18 into Portions A, B, C, D and the remainder in terms of Section 105 (1) (e) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018).

2. Introduction and Background

A subdivision application was received by the Engineering and Planning Services from Van Der Westhuizen Town Planning and Properties cc on behalf of the registered owners Mr Albertus Johan van der Merwe and Mrs Erna van der Merwe. The application is attached as **Annexure A**.

3. Ownership

Ownership of Erf 10037 Swakopmund, Extension 18 is held in the Deed of Transfers T3880/2024 and T3881/2024 and vests in Mr. Albertus Johan van der Merwe and Mrs. Erna van der Merwe (one-half share). Proof of ownership has been attached together with the application.

4. Zoning, Locality and Size

Erf 10037, Swakopmund is zoned "General Residential 2" with a density of 1:300m² as indicated in the figure below. The erf is in Swakopmund Extension 18 and measures 1775 m² in extent.

**5. Access, parking, and municipal services**

Access to Erf 10037, Swakopmund Extension 18 is gained from Zambezi Street. Parking for the proposed will be provided as stipulated by the Swakopmund Zoning Scheme. The erf is already connected to the services network. However, all additional infrastructure resulting from the proposed development shall be the responsibility of the owner of the property.

6. **Public Notification**

The neighbouring property owners have been consulted via registered mail for comments on the subdivision. Site notices were placed on the erf and the Municipal Notice Board, and the last date of objection was the 8th of August 2024.

One objection was received from the owners of Erf 5791, Swakopmund Extension 18.

7. **Proposal**

Erf 10037, Swakopmund is currently zoned General Residential 2 with a density of 1:300. The Erf measures 1775m² therefore, a total of 5 units are permitted on the property. The applicant would rather subdivide the property into 5 smaller properties and afford each unit and property with its own Title Deed rather than having the 5 units on one property and register a body corporate.

It is therefore the intention of the applicant to subdivide the property into Portion A, B, C, D, and Remainder to allow for 5 smaller properties in line with the density of the erf. Once the various erven have been developed by the current owners, they are to be sold off to prospective buyers.

The proposal is indicated in the table below:

Proposed Portion Number	Area (M²)	Zoning
<i>Portion A</i>	307	<i>General Residential 2</i>
<i>Portion B</i>	307	<i>General Residential 2</i>
<i>Portion C</i>	304	<i>General Residential 2</i>
<i>Portion D</i>	427	<i>General Residential 2</i>
<i>Remainder Erf 10037</i>	430	<i>General Residential 2</i>
<i>Total</i>	1775	

8. **Objection**

The objector is of the opinion that the initial application for the rezoning of the property was misrepresented with the intention to use the said application to justify the current request to subdivide the property. Initially, the owner of the property informed the neighbors that the development would only be for 2 units which led to them granting consent for the application. However, the current request deviates from that, hence, the objection. The objector also argues that the proposed subdivision specially for Portion D and the Remainder of Erf 10037, Swakopmund presents a direct sight into their property which would infringe on their right to privacy.

The objector further argues that the proposed subdivision will negatively affect the value of their property and does not aim at alleviating any housing shortages.

9. **Response to Objection**

The applicant states that they take note the objector is insinuating deliberate and intentional inaccurate information for the initial proposal, however, it is the opinion that the objectors have their facts wrong. This is because the previous owner had intended on constructing 3 units on the property although the current rights allow for 5 units. Six (6) years later, the property

was sold and now belongs to a different owner and the intentions for the use of the property has changed.

The applicant argues that the objector's statement on the depreciation of their property value because of the proposed development does not have substantiating evidence such as figures or valuation reports.

10. **Evaluation**

It is essential to note that the size of Erf 10037 Swakopmund, Extension 18 is 1775m² and zoned General Residential 2 with a density of 1:300m².

In accordance with Clause 5(c) under 2.3 (a) of the Swakopmund Zoning Scheme, the minimum areas site for townhouses is 900m² whilst residential buildings and blocks of flats are 1000m². The proposed subdivision of the property into 5 individual erven measuring 307m², 307m², 304m², 427m², and 430m² to accommodate residential buildings contravene the Swakopmund Zoning Scheme and cannot be supported. In addition, the density permissible for each individual residential erf in Swakopmund Extension 18 is 1:600m², therefore, the proposed subdivision is not supported. It is the intention of the applicant to have each erf allocated to an independent owner instead of a body corporate, this proposal cannot be supported.

11. **Title Deeds Conditions**

The current title deed conditions registered against the Erf 10037, Swakopmund Extension 18 should be retained.

12. **Conclusion**

The proposed subdivision of Erf 10037 Swakopmund Extension 18 into Portion A, B, C, D, and Remainder cannot be supported as it is not in line with the permissible density of the area for individual residential erven and it contravenes the Swakopmund Zoning Scheme regulations.

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

RECOMMENDED:

- (a) **That the subdivision of Erf 10037 Swakopmund Extension 18 into Portion A, B, C, D, and Remainder measuring 307m², 307m², 304m², 427m², and 430m² in extent, respectively, be turned down.**
 - (b) **That the applicant be informed of this decision and their rights that they may appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-one (21) days from the date of the decision in accordance with Regulations 18 of the Urban and Regional Planning Act, and**
 - (c) **The objector is to be informed of this decision.**
-

ANNEXURE A – APPLICATION FORM

19-03-08-10037

E 10037

14

TOWN PLANNING & PROPERTIESPO BOX 1598
SWAKOPMUND, NAMIBIA

Chief Executive Officer
Municipality of Swakopmund
PO Box 53
Swakopmund
Namibia



16 August 2024

Dear Sir,

SUBDIVISION OF ERF 10037, SWAKOPMUND, EXTENSION 18, INTO PORTIONS "A", "B", "C", "D" AND REMAINDER.

Van Der Westhulzen Town Planning & Properties cc has been appointed by AJ & E van der Merwe, the owners of Erf 10037, Swakopmund, Extension 18, to undertake all necessary statutory steps for the:

- **SUBDIVISION OF ERF 10037, SWAKOPMUND, EXT. 18, INTO PORTIONS "A", "B", "C", "D" AND REMAINDER.**

Application is herewith made in terms of Section 105 (1) of the Urban and Regional Planning Act of 2018 for the subdivision of Erf 10037, Swakopmund, Extension 18, into Portions "A", "B", "C", "D" and Remainder.

1. BACKGROUND

Erf 10037, Swakopmund, Ext 18, was the result of a consolidation of Erven 5879 & 5898 and the rezoning of the newly consolidated erf from Single Residential with a density of 1:600m² to General Residential with a density of 1:300m². These processes were successfully finalised in 2018 by our company for the previous owners. It was the intention of the previous owners to construct 3 dwellings for the family on the consolidated property. This intention never realised and the property was sold.

The property was recently sold to our current client with a zoning of General Residential 2 with a density of 1:300m². In terms of the current rights of the property owners, they may construct 5 units on the property. The new owners wish to have the property subdivided and move away from a sectional title scheme concept and provide each dwelling with its own Title Deed. Fact remains, whether we subdivide or not, according to our clients existing rights, 5 unit may and will be constructed in the near future.

2. LOCALITY & ERF SIZE

Erf 10037, Swakopmund, Ext 18 currently measures approximately 1775m² in extent and is located along Zambezi Street in Swakopmund Extension No. 18 (**Annexure A**).

3. OWNERSHIP

Ownership of Erf 10037, Swakopmund, Ext. 18 vests with Mr AJ & Mrs E van der Merwe, by means of Deed of Transfer 3880/2024 and 3881/2024 as attached as **Annexure B** to this document. Power of Attorney for the proposed intentions were also given by the owners and is attached as "Annexure C".

4. INTENTION OF CLIENT AND PROPOSED SUBDIVISION

The current legal land use rights, being General Residential 2 with a Density of 1:300m², allow for 5 units to be constructed on the 1775m² property. Our client wishes to rather subdivide the property into 5 smaller properties and afford each unit and property with its own Title Deed. As it stands currently, the owner can build 5 units irrespective of the proposed subdivision but will have to register a body corporate, etc.

It is the intention to subdivide the property into Portions "A", "B", "C", "D" and Remainder which will allow for 5 smaller properties, in line with the density (**Annexure D**). The various erven, once developed by the current owners, will then be sold to prospective buyers.

According to the Deed of Transfer (**Annexure B**) the property being subdivided measures approximately 1775m² in extent and is suitable for the intended subdivision due the current size of the property. The intended subdivision is also in line with the provision of the Swakopmund Town Planning Scheme.

The proposed subdivision and new erf sizes will be as follows:

Proposed Portions	Portion Sizes in ha
Portion A	307m ²
Portion B	307m ²
Portion C	304m ²
Portion D	427m ²
Remainder of Erf 10037	430m ²
Total m²	1 775m²

5. ACCESS

access to Erf 10037, Swakopmund Ext. No. 18, is currently obtained from Kavango Street. After the subdivision is approved the newly created Portions will also obtain access from the same street as per the subdivision Plan. All cost for creating a formal access to the existing street shall be for the account of the owner.

6. INFRASTRUCTURE SERVICES

Erf 10037 is currently connected to the existing infrastructure network. After the subdivision is approved the newly created Portions will connect into the existing infrastructure and as such will be for the owner's account. Any special unforeseen needs in terms of Water, Sewer and Electricity shall be communicated to the relevant Institutions.

7. PUBLIC PARTICIPATION

Neighbouring property owners have been requested for their comments/objections on the proposed subdivision. Attached please find copies of letters to neighbours via registered mail (**Annexure E**). Site notices were also placed on the erf and Municipal Notice Board for public comments (**Annexure F**). Closing date for comments/objections to the proposed subdivision lapsed on 8 August 2024. By the closing of the objection period only one objection was received from a neighbouring property (**Annexure G**).

8. OBJECTIONS

As indicated previously, one (1) objection, was received from a neighbouring property owners. Objection was received from BA & SM Klerk, owners of 5791, Swakopmund Extension 18.

To follow below will be a discussion on the objections to determine the validity thereof. Attached as **Annexure G** is a copy of the objection as received from the objector.

Paragraph 2, the objector states: *"We are of the informed belief, that when the application for rezoning from: single residential to general residential was submitted by the applicant, they misrepresented the application by deliberately and intentionally provided inaccurate and false information".*

Paragraph 3, the objector states: *"When this application for re-zoning was submitted, it was submitted with the intent of erecting only 2 units on the erf, and the surrounding neighbors agreed to the general residential rezoning based on that information. The general residential zoning is now used as justification for the sub-division, and it deviates from the original intent upon which the general residential zoning was based".*

Our response on Paragraph 2 & 3 above: We are of the opinion that the objector is not taking into consideration the facts of the matter nor the events leading up to this point in time.

We take note of the fact that the objector is insinuating deliberate and intentional inaccurate and false information. It is the opinion that the objectors also have their facts wrong.

It is a fact that the intention of the previous owners was to construct three (3) dwelling units on the property for the family. Such intentions were also given through to the objectors in 2018 to which they agreed. Nowhere in any documentation, as far as could be established, was any reference made to two (2) units, nor that fact that the zoning applied for and approved was done with any conditions restricting the units to 3 units. Please see (**Annexure H**) for the 2018 consent letter to the objectors.

Over time intentions and responsibilities change and 6 years later our client purchases the property

and now wishes to develop the property. The subdivision is not being justified by the General Residential Zoning as indicated by the objector. The objector does not seem to understand the fact that 5 unit can and will be built on the property without any person's permission. All that is needed is building plan approval from the Engineering Services Department of the Municipality of Swakopmund.

We reiterate the fact that the current owners have the right to develop 5 units and that they will develop the 5 units with or without the subdivision.

The reason for objection cannot be supported as it is inaccurate and of very little relevance.

Paragraph 4, the objector states: *"There are no drawings available of the intended buildings to be erected on the plots yet, but it can be deduced that the development will consist of double story units. From the location of Portion D as well as the Remainder, these buildings will have a direct line of sight in our living room on the ground floor, and our main bedroom and dressing room on the second floor. This will infringe on our right to privacy and to conduct our day-to-day activities without the fear of being watched".*

Our response on Paragraph 4 above: The objector is speculating as we have never been consulted for such plans by the objector. The reason for objection was not well thought through nor has the objector given any consideration to the facts of the zoning provisions. The statement of the objector is rather flawed as the allowable design parameters will be the exact same for a single house or two houses or three houses, 4 or 5! A double storey units can be built on both the Single Residential and General Residential zoning irrespective of a rezoning or subdivision.

It is the opinion that the objector is not well informed of the provision of the Swakopmund Town Planning Scheme nor with the facts of the matter.

Paragraph 5, the objector states: *"Whilst we support progress and development of our Town, this development does not aim at alleviating any residential or housing shortages. Should the approval of the sub-division be approved, and the construction of the units continue, such approval stands to advantage only the owner of the land and no other landowner of the area. Long after the completion of the development, we as owners of the adjacent properties will have to carry the burden of these developments".*

Our response on Paragraph 5 above: The objector states that although they support progress and development, they are of the opinion that the intentions of our client does not aim at alleviating residential and housing shortages. It is our opinion that our client is addressing exactly this need for more affordable erven and housing possibilities. In a recent public auction, the Municipality received in excess of N\$ 1 000 000.00 for an approximate 800m² property. We can as a matter-of-fact state that there are no affordable properties available to the general public. With the short supply and high demand, the property prices are driven through the roof. It is our opinion that our clients are, as a matter of fact, responding positively towards more affordable smaller erven.

Paragraph 5, the objector states: *"The value of our property has already been negatively impacted by the seven (7) units still in development due to their comparable sales value, and this new development will further detrimentally impact our property value".*

Our response on Paragraph 5 above: The objector states that their property value has been negatively impacted by the construction of 7 units on another adjacent property. The objector further stated that the intentions of our client will only further detrimentally impact on the value of their property. The objectors make such statement without providing substantiating evidence in their

support of the statement. No actual figures and no actual valuation reports by independent valuers as evidence in support of such claim.

In the last 20 years no person has proven such negative impact, as depicted by the objector, to the Local Authority but it is always one of the first reason produced as an argument against development.

The argument and reason for objection cannot be supported.

9. CONCLUSION

It is our professional opinion that the intended 5 units, as allowed per the current zoning of the property, being General Residential 2 with a density Of 1:300m², to be constructed on the property will commence with or without the subdivision.

As indicated before in this document, the owners simply wish to steer away from a Sectional Title Scheme and Body Corporate and provide each unit with its own Title Deed.

The reasons for objection as provided by the objectors are not seen as valid arguments and lack substance in order to be considered.

The intended subdivision will have no effect on the surrounding area whatsoever. There is no increase in bulk or density. The effects of the 5 units, land subdivided or not, will remain exactly the same and will have no extra burden on the infrastructure or services.

In terms of the provisions, as contained in the Scheme, the design parameters in terms of Height, Coverage, building lines, etc, for single Residential and General Residential 2 are all the same. Any argument against the proposed intentions of our client, claiming that the General Residential will allow for greater concern in terms of privacy is not true and accurate.

It is the opinion that the intended subdivision is in line with the provisions of the Swakopmund Town Planning Scheme and can thus be found favourable for approval. The proposed subdivision will in no way have any effect on the existing services as no density change is requested.

10. APPLICATION

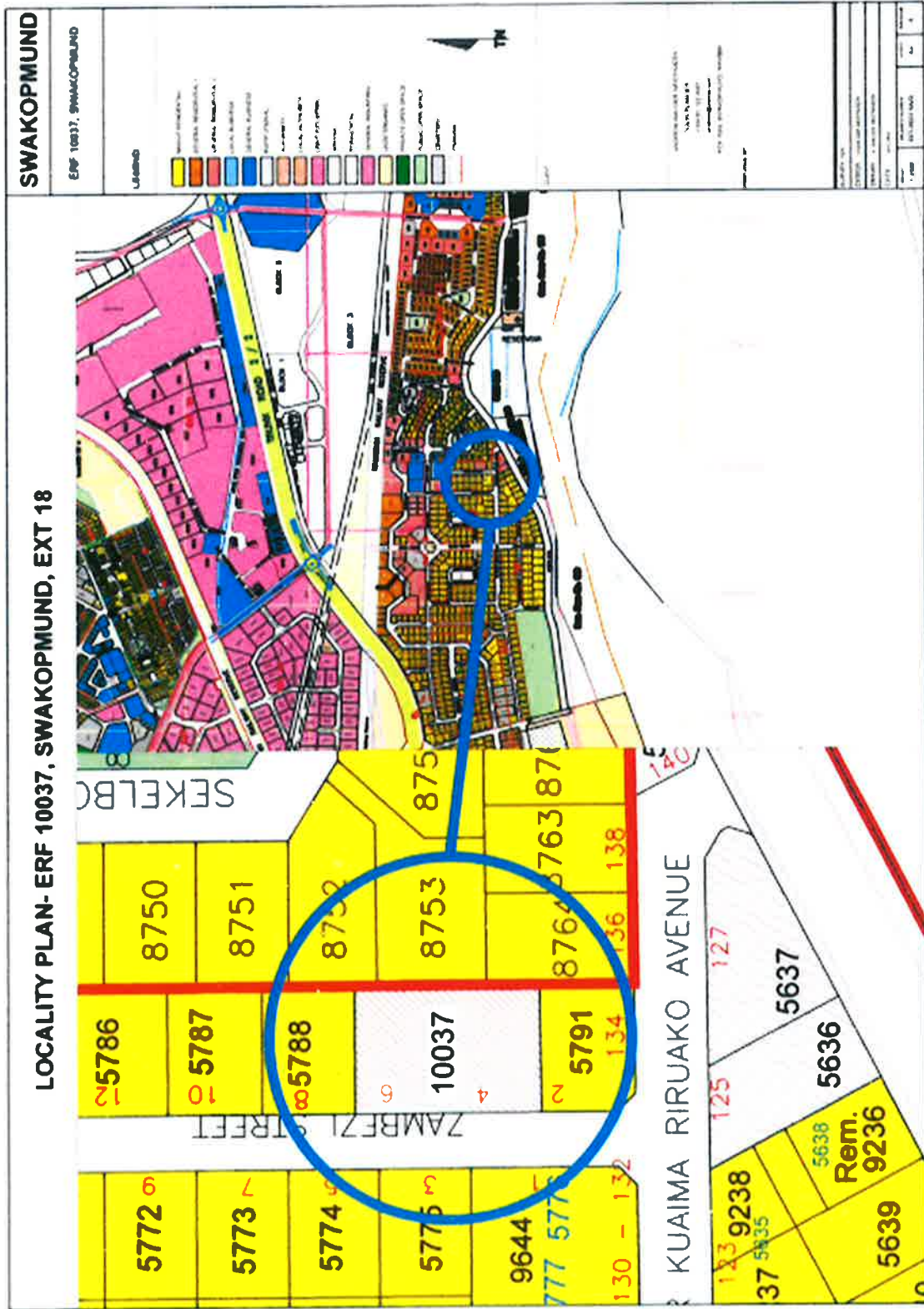
Application is herewith made in terms of Section 105 (1) of the Urban and Regional Planning Act of 2018 for the subdivision of Erf 10037, Swakopmund, Extension 18, into Portions "A", "B", "C", "D" and Remainder.

It is trusted that you will find the above application in order and favourable for approval by Council.

Yours Faithfully,



A R VAN DER WESTHUIZEN





Prepared by me:

CONVEYANCER
KOTZE W C

3380 / 2024

DEED OF TRANSFER

Be it hereby made known:

THAT ~~WILLEM-GAREL KOTZE~~ Beate Karen Loch

appeared before me, Registrar of Deeds at WINDHOEK he, the said Appearer, being duly authorized thereto by a Power of Attorney granted to him by

JUSTIN CHARLES HOLLOWAY
(Identity Number: 900820 0005 0)
UNMARRIED

dated the 20th day of JUNE 2024, and signed at SWAKOPMUND

|

- 2 -

And the said Appearer declared that his Principal had truly and legally sold on the 18th day of JUNI 2024

and that he in his capacity aforesaid did, by these presents, cede and transfer, in full and free property to and on behalf of

ALBERTUS JOHAN VAN DER MERWE

(Identity Number: 640715 0073 5)

MARRIED OUT OF COMMUNITY OF PROPERTY

His Heirs, Executors, Administrators or Assigns,

CERTAIN: ONE HALF SHARE IN ERF NO. 10037 SWAKOPMUND (EXTENSION NO. 18)

SITUATE: IN THE MUNICIPALITY OF SWAKOPMUND
REGISTRATION DIVISION "G"
ERONGO REGION

MEASURING: 1 775 (ONE THOUSAND SEVEN HUNDRED AND SEVENTY FIVE) SQUARE METRES

FIRST REGISTERED and still held by Certificate of Consolidated Title No. T3783/2020 with Diagram No. A711/2019 annexed thereto

SUBJECT to the following conditions imposed in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018), namely:

IN FAVOUR OF THE LOCAL AUTHORITY:

1. The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to, the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).
2. The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four times the prevailing valuation of the erf

WHEREFORE the Appearer, renouncing all the right and title which the said TRANSFEROR heretofore had to the premises, did, in consequence also acknowledge the said TRANSFEROR to be entirely dispossessed of, and disentitled to, the same, and that, by virtue of these presents, the said TRANSFEREE, His Heirs, Executors, Administrators or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights, and finally acknowledging the purchase price to be the sum of N\$1 450 000.00

Signed at WINDHOEK on **2024-07-17**

together with the appearer, and confirmed with my seal of office.

In my presence,



[Handwritten Signature]

Signature of Appearer

- 1. Transfer Duty Receipt No. 0400038032
issued at WALVIS BAY
On 3 JULY 2024
for N\$26 500.00

Checked: 1. _____
2. _____

- 2. I, the undersigned, WILLEM CAREL KOTZE hereby certify in terms of Section 78(a) of Act 23/1982 ("1st Act") that all rates leviable in respect of the immovable property contained in this Deed, and all the fees, charges and other moneys due to the local authority council in respect of any service, amenity or facility supplied to such property in terms of the Act, inclusive of any availability charge and minimum charge provided for in section 30(1)(u) of the Act, have been paid up to and including the date of registration thereof. The property is unimproved and a building compliance certificate has not been issued.

CONVEYANCER

SPECIAL POWER OF ATTORNEY



I/We, the undersigned,

ERNA VAN DER MERWE (ID: 700223 0224 080)

AND

ALBERTUS JOHAN VAN DER MERWE (ID: 640715 0073 5)

In my/our capacity as

1/2 (ONE HALF) SHAREHOLDER IN ERF 10037, EXT NO. 18, SWAKOPMUND

AND

1/2 (ONE HALF) SHAREHOLDER IN ERF 10037, EXT NO. 18, SWAKOPMUND

do hereby nominate, constitute and appoint,

VAN DER WESTHUIZEN PLANNING & PROPERTIES CC, P O BOX 1598, SWAKOPMUND

With power of Substitution, to be my lawful Attorney and Agent in my/our name, place and stead, negotiate and to make all necessary applications to Municipality, Town Council, Ministry of Urban and Rural Development or any other authority, for the:

SUBDIVISION OF ERF 10037, SWAKOPMUND, EXT. 18, INTO PORTIONS "A", "B", "C", "D" AND REMAINDER.

At the cost of the applicant and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes as I/We might or could do if personally present and acting herein - hereby ratifying, allowing and confirm all and whatsoever my/our said Attorney and Agent shall lawfully do, or cause to be done, by virtue of these present

SIGNED at Swakopmund this 9th day of August 20 24

In the presence of the undersigned witnesses

WITNESSES:

1. [Handwritten signature]

[Handwritten signature] ERNA VAN DER MERWE

2. [Handwritten signature]

[Handwritten signature] ALBERTUS JOHAN VAN DER MERWE

LIST OF REGISTERED ITEMS POSTED

Ref 10057



by Van der Westhuizen Town Planning & Property

Sender's reference no.	Addressee's name and address	Registration no.
Erf 5715, Ext 18, Suidp 1	Rainyday Trading Co, Pretoria CC P.O. Box 80491 Midrand	 RR 012 446 489 NA
Erf 5775, Ext 18, Suidp 2	IS. & AJB van Ollenstorf P.O. Box 1966 Suidp	 RR 012 446 492 NA
Erf 5791, Ext 18, Suidp 3	BA De Kleik P.O. Box 31570 Roosburg, Midrand	 RR 012 446 501 NA
Erf 9646, Ext 18, Suidp 4	PH Leneisy P.O. Box 3001 Walrus Bay	 RR 012 446 515 NA
Erf 5788, Ext 18, Suidp 5	WIN 3 US & SC Seffert P.O. Box 7111 Suidp	 RR 012 446 529 NA

Muzo print 20054
 Number of items 5/18 Received by [Signature]

No compensation will be considered unless enquiry regarding this postal article is made within one year after the date of posting.

P1/185



Bernard Adlai & Soraja Melani de Klerk
 Erf 5791, Kramersdorf, Swakopmund
 c/o Kuaimo Riruako & Zambezi Street
 Cell: 081 122 0357 & 081 122 2623

8 August 2024

TO: Chief Executive Officer
 Municipality of Swakopmund
 P O Box 53 Swakopmund
 Attention: Mr Archie Benajmin

And

TO: Van der Westhuizen Town Planning & Properties CC
 P O Box 1598, Swakopmund
 Email: andrew@vdwtp.com
 Attention: Mr Andrew van der Westhuizen

RE: OBJECTION AGAINST THE SUB-DIVISION OF ERF 10037 SWAKOPMUND, EXTENTION 18 INTO PORTIONS A, B, C, D AND REMAINDER

The notice regarding the abovementioned sub-division has reference.
 We herewith submit our objection against the application for sub-division as proposed.

We are of the informed belief, that when the application for rezoning from single residential to general residential was submitted by the applicant, they misrepresented the application by deliberately and intentionally provided inaccurate and false information.

When this application for re-zoning was submitted, it was submitted with the intent of erecting only 2 units on the erf, and the surrounding neighbors agreed to the general residential rezoning based on that information.

The general residential zoning is now used as justification for the sub-division, and it deviates from the original intent upon which the general residential zoning was based.

There are no drawings available of the intended buildings to be erected on the plots yet, but it can be deduced that the development will consist of double story units. From the location of Portion D as well as the Remainder, these building will have a direct line of sight in our living room on the ground floor, and our main bedroom and dressing room on the second floor. This will infringe on our right to privacy and to conduct our day-to-day activities without the fear of being watched.

Whilst we support progress and development of our Town, this development does not aim at alleviating any residential or housing shortages.

Should the approval of the sub-division be approved, and the construction of the units continue, such approval stands to advantage only the owner of the land and no other landowner of the area. Long after the completion of the development, we as owners of the adjacent properties will have to carry the burden of these developments.

The value of our property has already been negatively impacted by the seven (7) units still in development due to their comparable sales value, and this new development will further detrimentally impact our property value.

We therefore implore on you to consider the rights of the law abiding and rate paying private property owners over those of a developer whose interest is on the bottom line and profit margin only.

We are available for any additional information.

Yours truly,



For and on behalf of both applicants
 Bernard and Melani De Klerk