Swakopmund Municipality

****

**CONDITIONS OF SALE**

**Sale of “single residential” erven:**

**16 x Erven, Extension 14, Swakopmund**

|  |  |  |  |
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**Friday, 27 November 2020 at 07:00**

**at the Training Centre at the Municipal Head Office, c/o Rakotoka Street**

**Enquiries:**

•Ms E Nakale 🕿 064-4104217 🖰 enakale@swkmun.com.na

•Ms A Uushona 🕿 064-4104216 🖰 auushona@swkmun.com.na

•Ms B Ramos Viegas 🕿 064-4104215 🖰 bramosviegas@swkmun.com.na

•Ms N Gustaf 🕿 064-4104214 🖰 nkandjengo@swkmun.com.na

•Ms M Sheehama 🕿 064-4104213 🖰 msheehama@swkmun.com.na

**AT A GLANCE**

Important information and tips:

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

➀ **Financing**

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

➁ **Building Plans**

Also visit your architect / engineer to get an idea what they need, what size house you can afford to build and how long they take to complete your design.

➂ **Transfer Costs**

The purchaser is responsible for the payment of the transfer cost. Prior to registering as a bidder, please acquaint yourself with the different amounts payable for transfer and bond registration in terms of a natural person and a legal person (e.g. company / trust).

➃ **On the day of the Sale**

|  |  |
| --- | --- |
| 4.1 | The original municipal receipt must be presented on the day of the sale. |
| 4.2 | Successful bidders must submit copies of the following documents on the day of the closed bid sale: ✓ ID;  ✓ Marriage certificate (irrespective of whether marriage is in or out of community of property); ✓ registration documentation should an erf be purchased in an entity; and ***Optional***: ✓ financial ability to acquire an erf from a registered bank, such as “pre-approval” (see point 5.7.3 below). |
| 4.3 | **In case you are not allocated an erf:** ✓ Complete and hand in the refund form in order to promptly finalize your refund of the registration fee (**Annexure “C”**). |

➄ **Monthly Rates and Taxes**

The Municipal fees payable monthly based on an erf measuring 800m² is approximately N$ 850.00 inclusive of the rates and taxes, sanitary fees and water charges.

Municipal fees are levied from **27 November 2020**.

➅ **Communication**

You are welcome to communicate with the Property Section at any time. Do not remain quiet for 120 days and then request and extension of time, information etc.

****Swakopmund Municipality

**Sale of “single residential” erven:**

**16 x Erven, Extension 14, Swakopmund**

**on Friday, 27 November 2020**

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Erf** | **Size** | **Upset Price** |  | **Erf** | **Size** | **Upset Price** |
| 1 | 5008 | 1039 | 519 500.00 | 9 | 5022 | 733 | 366 500.00 |
| 2 | 5009 | 1039 | 519 500.00 | 10 | 5023 | 936 | 468 000.00 |
| 3 | 5010 | 922 | 461 000.00 | 11 | 5024 | 1017 | 508 500.00 |
| 4 | 5011 | 888 | 444 000.00 | 12 | 5025 | 982 | 491 000.00 |
| 5 | 5012 | 941 | 470 500.00 | 13 | 5026 | 1088 | 544 000.00 |
| 6 | 5019 | 793 | 396 500.00 | 14 | 5027 | 747 | 373 500.00 |
| 7 | 5020 | 854 | 427 000.00 | 15 | 5028 | 853 | 426 500.00 |
| 8 | 5021 | 748 | 374 000.00 | 16 | 5029 | 971 | 485 500.00 |

**⇨ The erven are sold “as is”. Purchasers must acquaint themself with the location of the erven on offer as several of the erven (especially Erven 5019 and 5008) are located on areas having a steep and sudden slope; and may need to be filled, levelled and compacted before construction can begin. Council will not enter into negotiations after the sale and purchasers accept responsibility for earthworks required and / cost in order to make the erf suitable for use.**

**General:**

The Conditions of Sale and a site plans must be obtained from Room BO-22 A, Ground Floor, at the Municipal Office Building.

In order to take part in the bid a registration fee in the amount of the amount of N$5 000.00 is payable as set-out in the Conditions of Sale document. The last day for the payment of the registration fee is Friday, **20 November 2020** before 15:00 in cash at the Cashiers. EFT payment or direct bank deposits which must reflect on Council bank account on **20 November 2020** at 23:59.

After payment of the registration fee, the pre-registration of bidders commences on **Monday, 05 October 2020 until Friday,
20 November 2020**. For this purpose you need to visit the Property Section.

The sale will take place on Friday, **27 November 2020**at the **Training Centre at the Municipal Head Office**, c/o Rakotoka Street. Door open for registration at 07:00 and will continue until 09:00. All bids must be placed in the respective boxes before 09:15.

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

The prospective purchaser or duly appointed proxy must attend the registration for the sale in person on **27 November 2020**, with the necessary documents.

**Enquiries:**

Ms E Nakale 064-4104217 enakale@swkmun.com.na

Ms A Uushona 064-4104216 auushona@swkmun.com.na

Ms B Ramos Viegas 064-4104215 bramosviegas@swkmun.com.na

Ms N Gustaf 064-4104214 nkandjengo@swkmun.com.na

Ms M Sheehama 064-4104213 msheehama@swkmun.com.na

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

**NOTICE NO:** 47/2020 **Mr A Benjamin**

 **Chief Executive Officer**

1. **INTRODUCTION**

The Swakopmund Municipality intends to sell 16 erven located in Extension 14, Swakopmund. These erven are zoned “single residential”.

2. **PROPERTY DESCRIPTION**

Erven available for sale are listed as per Notice 47/2020 on page 2.

**Annexure “B”** prescribes the land usage for a “single residential” erf.

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

Also refer to the voetstoots clause, Clause 5.5 below.

3. **PAYMENT OF REGISTRATION FEE**

In order to take part in the closed bid sale, the following procedure is summarized and must be complied with:

3.1 The refundable registration fee in the amount of N$ 5 000.00 per bidder is payable into the Swakopmund Municipality’s bank account. The last date for the payment of the registration fee is Friday, **20 November 2020** before **15:00** at the Cashiers. Payments by EFT or bank transfers must reflect on the Municipality’s bank account before 23:59 on the said date.

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

Beneficiary : Swakopmund Municipality

Bank : First National Bank

Account No : 622 4960 3300

Branch : Swakopmund

Branch Code : 280472

Account Type : Cheque

Reference : Your initials and surname

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

**Please Note:**

*(a) A cheque attached to the bid form does not qualify as payment of the registration fee.*

*(b) Ensure that your entity’s name as it appears per registration documents / initials and surname matches your names and surname as it appears on your ID.*

*(c) Should the registration fee not be paid and the original municipal receipt not be provided on the date of sale you will not be allowed to take part in the closed bid sale.*

*(e) The Cashiers close at 15:00 on* Friday, **20 November 2020***.*

*(f) After obtaining your original municipal receipt from the cashier please visit the Property Section in order to be listed for the sale.*

*(g) Should you bid in the name of an entity, such entity must legally exist on the date of the sale.*

3.2 **Registration Fee - Successful Bids**

Should an erf be allocated to you, the registration fee will be deducted from the purchase price and the balance of the purchase price is payable as set-out under ***point 5.7*** of the General Conditions of Sale below.

3.3 **Unsuccessful Bids**

Should your bid be unsuccessful, the registration fee must be claimed by completing the refund form attached as **Annexure “C”** and attaching the proof of payment thereto. This form should be handed in after the finalisation of the Closed Bid Sale.

No refund for an unsuccessful bid can be made without an original municipal receipt if payment was done directly at the cashiers. Refunds can only be made to an account reflecting the name appearing on the receipt.

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

4.1 **Registration of Bidders**

Registration of bidders starts at 07:00 on Friday, **27 November 2020** at the **Training Centre at the Municipal Head Office**, c/o Rakotoka Street. The doors close at 08:30. All persons in the queue at 08:30 will be accommodated.

For this purpose, please provide your entity’s registration document / Identity Document (or certified copy), marriage certificate (if applicable) and original municipal receipt of the N$5 000.00 registration fee. The original receipt must be available for verification purposes. Whereafter **3 blank bid forms** will be issued.

Registered bidders must remain in the hall. Depending on attendance and the finalization of the registration process the last bids will be accepted at approximately 09:15.

4.2 **Closing Date and Time**

The closing date and time for submitting the bids is Friday, **27 November 2020** at **09:15**. No late submissions of bids will be accepted and only bids on the municipal bid forms will be considered.

4.3 **Submission of Bids**

All bidders or their duly appointed proxies must be present at the **Training Centre at the Municipal Head Office**, c/o Rakotoka Street, at 07:00 on Friday, **27 November 2020**.

After the welcoming and explanation of conditions, bidders will be granted the opportunity to make bids on **3 erven** (the name on the bid form must be the same as the name appearing on the original receipt).

Thereafter bidders must place their completed municipal bid forms in three separate boxes provided for the erven. The Municipality does not accept any responsibility for bids placed in incorrect boxes.

4.3.1 The upset price for the respective erven is indicated in Notice 47/2020, page 2 of this document. Bids for an amount less than the upset price will be **disqualified.**

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

Therefore clearly state your correct entity name or names and surname on the 5 bid forms.

4.4 **Opening of Bids**

4.4.1 Attendance at the opening of the closed bids on Friday, **27 November 2020** at the **Training Centre at the Municipal Head Office**, c/o Rakotoka Street is compulsory. If personal attendance is not possible, a duly appointed proxy can attend the proceedings. **If no representative is present the bid will be disqualified.**

4.4.2 **Allocation:** The erven will be allocated to the highest qualifying bidder on each erf based on one erf per person / entity. Once the bidder accepts the allocation, a withdrawal of acceptance will lead to disqualification and forfeiture of the registration fee.

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

4.4.4 No negotiations will be entered into after the bids have been opened and prospective purchasers are cautioned to make adequate provision with their registered bank prior to the proceedings, as no other arrangement will be accepted than indicated herein. *Please also take note of point 5.7 below*.

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

⮱ a person or married couple may not bid on the same property in their personal name as well as in the name of legal entities in which they hold an interest, share or equity.

4.4.6 Should any erven remain unsold after all bids have been processed, a second round will be held where such remaining erven will be sold to the highest bidder on the day and at the venue of the closed bid sale, irrespective of the status of the bidder, or whether the bidder has already purchased an erf during the first round.

4.5 **Declaration of Purchaser**

The successful purchaser must sign the ‘Declaration of Purchase’ before leaving the premises where the bids are opened. Please have your entity’s registration documentation / identity card available.

4.6 **Disqualification of Bids**

The following will result in bids being disqualified:

4.6.1 Bids not submitted on a duly completed bid form.

4.6.2 Bids not placed in the correct boxes marked with the erf number on **27 November 2020** during the bidding process.

4.6.3 Bids for amounts lower than the upset price.

4.6.4 If bidders/proxies of bidders are not present at the opening of the bids in the **Training Centre at the Municipal Head Office**, c/o Rakotoka Street from the start until the erf is allocated.

4.6.5 If attending the closed bid sale on behalf of a bidder and not written proof of authorization / power of attorney can be presented by the proxy on behalf of a successful bidder.

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

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

4.6.8 If a person accepts an allocation and signs the declaration of purchase and then cancels he /she/it is disqualified and loses the registration fee.

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

4.6.10 or the entity must still be incorporated.

4.7 **Signing of the Deed of Sale**

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

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

5. **GENERAL CONDITIONS OF SALE**

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

5.2 **Date of Sale**

The date of sale is the date for submitting of bids, i.e. Friday, **27 November 2020**.

5.3 **Minimum Building Value**

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

5.4 **Building Period**

The purchaser is required to improve the property as aforesaid, within a period of
24 months from the date of transfer of the property to the successful purchaser. The improvement of the property shall be deemed to be completed once the Swakopmund Municipality has issued a certificate of completion for the buildings erected on the property.

5.5 **Voetstoots**

The properties are sold “voetstoots” or “as is” and in the condition it presently is or shall be at the date of sale. The Municipality gives no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. The Municipality also does not warrant that the services installed at the property are suitable for the use intended by the purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property; and that the ground levels of the erf is capable of dealing with storm water from the erf and surrounding area. The Municipality does not accept any responsibility for any work required to make the erf suitable for the purchasers’ use or needs.

5.6 **Payment of Availability Services and Property Taxes**

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

5.7 **Method of Payment**

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

The balance of the purchase price shall become due and payable to the Swakopmund Municipality within 120 calendar days from the date of the closed bid procedure, i.e. by Monday, **29 March 2021**.

**PLEASE NOTE**: Notwithstanding the method of payment as set-out below, the Purchaser may only take possession of the property once it has been transferred into the name of the purchaser.

|  |  |
| --- | --- |
| 5.7.1 | **Cash:** |
|  | To be received by the Municipality not later than **15:00 on Monday, 29 March 2021.** Instruction to transfer will only be given once the funds reflect as available funds on the bank account of the Swakopmund Municipality.Only one card swipe per person to a maximum amount of N$500 000.00 per drawer per day can be accepted by the Municipality’s cashiers.  |
|  |  |
|  | **Cancellation:** |
|  | Should the balance of the purchase price not be received by the Municipality or not reflect on its bank account on the said date and time, the transaction is cancelled without the need to demand performance from the purchaser. **The erf will then be offered for sale to the next qualifying bidder in terms of Clause 7.8, at the Municipality’s discretion.** |

|  |  |
| --- | --- |
| 5.7.2 | **Electronic Fund Transfer:** |
|  | Partcipants may make payment by way of EFT considering that funds do not reflect on the bank account immediately. It must be done in time to reflect as available funds in the bank account of the Swakopmund Municipality, not later than **23:59 on Monday**, **29 March 2021**. Please quote the erf number and the name of the purchaser of the property as reference.Instruction to transfer will only be given once the funds reflect as available funds on the bank account of the Swakopmund Municipality. |
|  |  |
|  | **Cancellation:** |
|  | Should the balance of the purchase price not be received by the Municipality or not reflect on its bank account on the said date and time, the transaction is cancelled without the need to demand performance from the purchaser. **The erf will then be offered for sale to the next qualifying bidder in terms of Clause 5.8, at the Municipality’s discretion.** |

Should either of the above options be used, proof of payment must be e-mailed to:
Ms B Ramos Viegas at bramosviegas@swkmun.com.na and topayments@swkmun.com.naThe Municipal Bank Details are quoted under point 3.1 of this document. Please quote the erf number and name of the purchaser as reference.

|  |  |
| --- | --- |
| 5.7.3 | **Bank Guarantee issued by a Registered Bank only** |
|  | An acceptable written bank guarantee must be provided to the attorneys of the Swakopmund Municipality as soon as possible in order to register transfer in the name of the purchaser on or **before Monday**, **29 March 2021**.The guarantee must be issued in favour of the Swakopmund Municipality and be payable upon registration of the transfer of the erf and is to be worded in accordance with the wording quoted in (b) below. |
|  |
|  | **Cancellation:** |  |
|  | Should an acceptable written bank guarantee not be received by the Municipality’s attorneys by **Monday**, **29 March 2021**, the transaction is cancelled without the need to demand performance from the purchaser. **The erf will then be offered for sale to the next qualifying bidder in terms of Clause 6.8, at the Municipality’s discretion.**  |
|  |  |
|  | **Penalty Interest:** |
|  | Should an acceptable written bank guarantee have been received by **Monday**, **29 March 2021** but the transfer of the property has not been registered by **Monday**, **29 March 2021**, the transaction will proceed but the balance of the purchase price shall attract interest with effect from **Friday**, **27 November 2020**, calculated at a rate per annum equal to the prime lending rate of the Municipality’s bank as on **Friday**, **29 March 2021** and calculated so until the date of transfer.*Closed bid sales are subject the conditions of sale for closed bid sales contained in the deed of sale; and the following amendment in cases where the purchaser provides a valid pre-approval or pre-qualification from a registered bank prior or on the date of the sale:**(a) Penalty interest is levied from the date of sale until date of transfer (in the case of a bank guarantee) or until date of payment within the notice period (in the case of cash payment). However penalty interest will be amended to be calculated from the date of default, and not backdated from the date of sale; in instances where the purchaser provides a valid pre-approval from a bank.*  |

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

*The Guarantee is issued in favour of the Municipal Council of Swakopmund (for credit: PURCHASER) for payment in the amount of N$ … (purchase price) (in words:…) plus interest on the purchase price in the event of transfer being registered after Monday, 29 March 2021 at the prime lending rate of the Swakopmund Municipal Council’s bank as at Friday, 27 November 2020 and so calculated from Friday, 27 November 2020 until date of transfer, both dates included; to be paid by electronic fund transfer into the bank account held by the Swakopmund Municipal Council.”*

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

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

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

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

5.8.1 The erf will be offered to the next qualifying bidder. Such bidder must confirm in writing that he/she/it still wants to purchase the property within 10 days from the date that the offer was sent failing which the property will be offered to the following qualifying bidder.

5.8.2 A new ‘Declaration of Purchase’ will be forwarded to thenext qualifying bidder which must be signed and returned to the Swakopmund Municipality together with proof of the payment of the applicable refundable registration fee within 10 days from the date the offer was made (in case the registration fee was refunded).

5.8.3 The 120 day period within which the purchase price must be secured is calculated from the date of sale, which is the day following the expiry of the 10 day period in point (b) above.

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

6. **FURTHER CONDITIONS OF SALE**

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

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

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

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

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

~>\*<~

**Annexure “A”**



**Annexure “B”**

## A. SINGLE RESIDENTIAL ZONE

**1. Colour Notation:** Yellow fill

**Primary Uses:** Dwelling House

**Consent Uses:** Place of Public Worship, Place of Instruction, Resident Occupation, Residential Guest House.

## 2. Land Use Restrictions

**2.1** **Coverage:**

The maximum **coverage** for all buildings in this zone is 60%.

* 1. **Density Control:**

(a) No building in the residential zone shall be so erected that the number of dwelling houses and dwelling units on an erf exceeds the number specified in Table A1 for the density zone in which the erf is situated~~.~~

**TABLE A1: DENSITY ZONE**

|  |  |
| --- | --- |
| DENSITY ZONE | DENSITY |
| 1:100 | One dwelling unit or dwelling house per 100m² |
| 1:250 | One dwelling unit or dwelling house per 250m² |
| 1:300 | One dwelling unit or dwelling house per 300m² |
| 1:600 | One dwelling unit or dwelling house per 600m² |
| 1:900 | One dwelling unit or dwelling house per 900m² |
| 1:ERF | One dwelling unit or dwelling house per erf |

(b) Not more than one dwelling house or residential building may be erected on any erf without the consent of the Council.

(c) Where an existing dwelling house has been built in this zone and it appears to the Council, with due consideration to the nature of the vicinity, that the dwelling is too extensive for further occupation by a single family only, the Council may consent to the modification of the dwelling house into not more than two dwelling units, on condition that the consent may not be issued unless:

1. the dwelling house and additions were erected before the coming into operation of the Scheme
2. the compliance with density zoning of Table A1;
	1. **Height:**

No dwelling house shall exceed a **height** of 8m.

Provided that:

The Council may relax the maximum height to 10 metres if it is satisfied that no interference with the amenities of the neighbourhood, existing or as contemplated by the Scheme, will result.

**2.4** **Building Lines**:

(a) No building, permanent structure or portion thereof, except for boundary walls and fences, may be erected on the site within:

* 1. 5 metres from any street boundary;
	2. 3 metres from any rear boundary;
	3. 3 metres from any side boundary; and
	4. 5 metres in the case of a garage from any street boundary or half the height of the building, whichever is greater.

(b) The three (3) metres requirement for side and rear boundaries shall apply to single storey units and shall increase by two (2) metres for each additional storey; measured from the external walls of the building under consideration.

(c) Provided that:

(i) the street building line shall be at least 3 m where the average depth of a land unit (measured at right angels to any street boundary of such land unit) does not exceed 20 m;

(ii) an eave projection may exceed the prescribed street, side or rear building line by at most 1 m, and

(iii) the council may approve the erection of an outbuilding or additional dwelling unit which exceeds a side or rear building line, subject to:

* compliance with the street building line;
* such building not exceeding a height of one storey;
* no doors or windows being permitted in any wall of such building
* which fronts onto the side or rear boundary concerned where a side or rear boundary of less than 1,5 m are allowed, and
* the provision of an access way, other than through a building and at least 1 m wide, from a street to every vacant portion of the land unit concerned, other than a court-yard.

(d) No wall, or any portion of the floor area, of a basement may be erected beyond the outside wall of the main building or outbuilding in this zone.

(e) The Council may relax these requirements if it is satisfied that no interference with the amenities of the neighbourhood, existing or as contemplated by the Scheme, will result.

(f) With the consent of the Council or the Competent Authority a building (with opening windows overlooking the neighbouring property) can be erected on a common border with a Public Open Space.

**2.5 Parking**

(a) Except where specified elsewhere in the scheme, when a building is to be erected on a site the owner thereof shall construct and maintain, at his own expense and to the satisfaction of the Council, parking spaces on the site as set out in Table A2:

 **TABLE A2: Provision of Parking**

|  |  |
| --- | --- |
| USE | **MINIMUM NUMBER OF PARKING SPACES TO BE PROVIDED** |
| Dwelling Houses | As determined by Council.  |
| Places of Public Worship and Places of Instruction | 1 parking bay per 10 seats or 10 members Min: 15 bays for funeral chapels; 8 bays for other uses |
| Residential Guest House | A minimum of 2 plus 1.5 per room |

The parking requirements, subject to the specified use zoning, shall be calculated as set out in column (2) of Table A2 and that the number of parking bays thus obtained, shall be rounded off to the nearest integer.

(b) The maximum number of garages for dwelling houses is restricted to four (4) with a total internal floor area of 80m². Further the area of such outbuilding, garages excluded, may not exceed 50% of the total floor area of the main building (excluding garages) and may be erected separately from the main building.

(c) The access to and the position and dimensions of a parking place shall conform to the requirements of the Council.

(d) The Council may relax the requirements of sub-clause (a) and (b) if it is satisfied that no interference with the amenities of the neighbourhood, existing or as contemplated by the Scheme, will result.

**2.6 Additional Land Use Restrictions**

No Sectional Title Development may be registered on a Single Residential Erf without special consent from Council.

 **Annexure “C”**



**APPLICATION FOR REFUND OF REGISTRATION FEE BY**

**UNSUCCESSFUL BIDDER: CLOSED BID SALE OF**

**27 November 2020**

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

2) Contact person:…………………………………………………………………………...…………

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

4) Bank: …………………………………………………………………………………………………

5) Account No: ……………………………………………………………………………...……….…

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

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Payment at the Cashiers |  |  | Electronic Funds Transfer (EFT) |  |  | Deposit into bank account |  |

8) Please refund me as follows: (Please tick the appropriate box)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Cheque to be collected |  |  | Electronic Funds Transfer (EFT) |  |

**Please ensure you attach the original receipt to this application form to complete your application.**

Conditions of Refund

1. A refund cannot be made without the original receipt issued at the Cashiers attached to this form.
2. Refunds for payments can only be made into the name from which payment was received.
3. Refunds will be done within 7 working days from the date of receipt of the completed application form with the required proof of payment attached.
4. Registration fees paid by cheque will have to clear in Council’s bank account before it can be refunded.
5. Please attach a copy of your identity document

…..……………………………. …..…………………………….

Date Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Official stamp – date received