

**ATTACHMENTS
FOR
ITEM 11.1.21
APPLICATION TO
REMOVE SPOUSE'S
INFORMATION FROM
ERF 3243, MONDESA
EXTENTION 7**

Annexure "A"

19-00-42-2626

E 2626 M

To whom it may Concern

14 January 2022

I Ms Amanda Kotze ID Number: 620530 00023 owner of house Erf 2626, Matatura Swakopmund. I did read my Deed of Sale and fully understand it. As per contract it states that the Counsel has first option on buying the house from me, But I would like to ask the Counsel to please consider giving option to Mrs. Lukas to buy the house from me. As per stated below.

And therefore I want to go stay with my Daughter in SA Vereeniging as I am turning 60years

I Ms Amanda Kotze ID Number: 620530 00023 want to sell my house Erf 2626, Matatura, Swakopmund to Mrs. Elizabeth Maria Lukas ID Number: 500116 00292. As the owner of Erf 2626 Matatura, I like to assist Mrs. Lukas to become a house owner as she has a son with medical problems, and she is his caretaker. As to rent with a disabled son is a burden and it would just be more efficient to own a house to accommodate their expenses and there living condition. To give Mrs. Lukas the opportunity to give her Disabled son a safe place to stay.

My wish is to assist and help a mother in need, to be a better caretaker to her son.

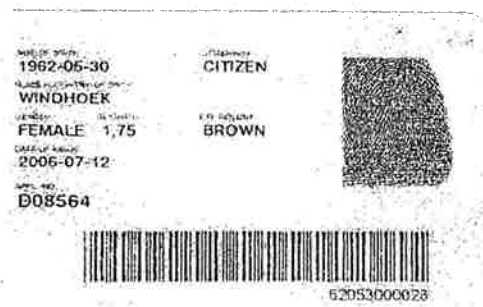
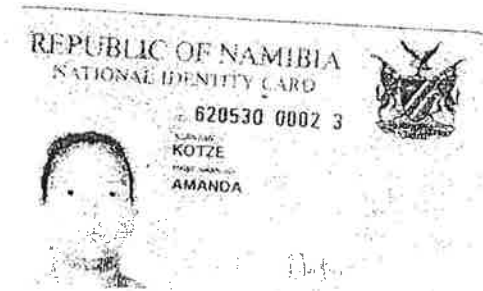
Sincerely Ms Amanda Kotze



Signature



Annexure "B"



[Handwritten signature]

Ed 2626

None

MASS HOUSING

Home Loan Sales Agreement

entered into by and between

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

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

(Herein referred to as the SELLER)

AND

PURCHASER: AMANDA KOTZE
IDENTITY NUMBER: 620530 0002 3

PO BOX 5217
WALVISBAY

TEL NO: +264-
CEL NO: +264-81-6200128

MARITAL STATUS: SINGLE
(Herein referred to as the PURCHASER)

[Handwritten signatures and initials]

B

On the other hand

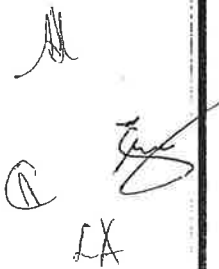
(Hereinafter jointly referred to as "the Parties")

Should the Purchaser be:

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

WHEREAS:

- 1) The SELLER is the rightful owner of Improved dwelling on ERF 2626 Matutura Swakopmund.
- 2) SELLER is desirous to sell the said improved dwelling on ERF 2626 Matutura Swakopmund to the PURCHASER, on the terms and conditions set out underneath;
- 3) PURCHASER is desirous to purchase the said dwelling on ERF 2626 Matutura Swakopmund from the SELLER, on the terms and conditions set out underneath.

Handwritten signatures and initials in the bottom right corner of the document.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

The Seller hereby sells to the Purchaser who hereby purchases:

1. DESCRIPTION OF PROPERTIES:

Erf: 2626

MEASURING : m²

HELD BY : The MUNICIPALITY OF SWAKOPMUND, which by virtue of a Deed of Donation, it has, or will donate to the Purchaser of the property on erf 2626



THE PROPERTY/ Plot : ERF 2626 Matutura Swakopmund

SITUATED in the MUNICIPALITY OF SWAKOPMUND

SUBJECT : To the conditions therein contained

2. SALE:

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

3 PURCHASE PRICE

Purchase Price for the PROPERTY is the amount of **N\$90 000.00 (NINETY THOUSAND NAMIBIAN DOLLARS)** and shall be paid cash should the PROPERTY be financed by another financial institution other than the SELLER which price includes all the transfer fees on the date of transfer by the seller free of exchange upon registration of the said property into the name of the Purchaser. Where the PROPERTY herein sold is financed by the NHE, the PURCHASER shall be subjected to a mortgage bond in favour of SELLER which mortgage bond shall simultaneously be registered with the transfer of the Erf to the PURCHASER through a Deed of Donation.

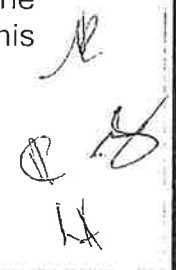
PARTIES agree that where SELLER finances the PROPERTY, NHE shall build into the monthly installments, interest applicable on the loan and premiums for insurance purposes. The monthly installment applicable on the PROPERTY shall be **N\$2 113.65 (Two Thousand One Hundred and Thirteen Namibian Dollar Sixty Five Cents)** calculated at **6% (Six Percent)** rate of interest per month, plus **N\$211.30 (Two Hundred and Eleven Namibian Dollar Thirty Cents)** for home owner's Insurance and Bond Insurance Policy bringing the total monthly installment for the time being at **N\$2 324.95 (Two Thousand Three Hundred and Twenty Four Namibian Dollar Ninety Five Cents)**.

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

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

4 POSSESSION DATE

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



4.1 MORTGAGE BOND

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

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

5. VOETSTOOTS

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

6. SANITATION, WATER AND ELECTRICITY

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

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7. CANCELLATION

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

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

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

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

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

8. INDULGENCES

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

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9. VARIATION AND CANCELLATION

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

10. TRANSFER AND COSTS:

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

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

11 REVERSIONARY RIGHT

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

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12. DOMICILIUM

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

ERF 2626 Matutura Swakopmund
PO BOX 5217
WALVISBAY

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

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

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

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

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13 JURISDICTION

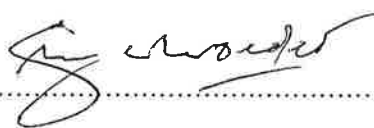
- 13.1. For the purpose of resolving any dispute, which may exist or occur between the parties such disputes may be instituted either in the High Court of Namibia or the Magistrate's Court whichever has jurisdiction in regard to the dispute, being a court otherwise competent and with jurisdiction over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

SIGNED at WALVIS BAY on this 23 day of July 2018

Witnesses:

1. 

2. 
(Signatures of witnesses)


(Signature of SELLER)

SIGNED at WALVIS BAY on this 23 day of July 2018

Witnesses:

1. 

2. 


(Signature of Purchaser)


(Signature of Spouse)

**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:	AMANDA KOTZE		
Namibian Identity No:	620530 0002 3		
Residential Address:	ERF NO. 2626 MATUTURA (EXTENSION NO. 12)		
Postal Address:	P O BOX 5217, WALVIS BAY		
Place of Work:			
Telephone No:	Work:	Mobile:	081 620 0128
Marital Status:	MARRIED: <input type="checkbox"/> UNMARRIED: <input 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 **DONALD TJIKUNE**
in her capacity as Acting Regional Manager: Coast

Virginia Tjitemisa
PE
[Signature]

INTRODUCTION

- A. In terms of the Mass Housing Development Program and with specific reference to Cabinet resolution no. 7/10.5.16/001, the Government of Namibia, through the NHE and local authority councils, makes available for acquisition by approved beneficiaries from applicants amongst the public, improved properties to enable the beneficiaries to become the owners of properties serving as their primary residences.
- B. In terms of the Mass Housing Development Program, the Council makes available suitable land, against no costs to the beneficiaries or the NHE, while the Government of Namibia has undertaken to repay the Council an agreed amount towards the costs for servicing the land, where applicable.
- C. The NHE, acting on directives from the Government of Namibia, administers the Mass Housing Development Program and in doing so, *inter alia*:
- C1. oversees the construction of residential dwellings on the available land, in accordance with fixed plans and specifications for approved types of residential dwellings;
 - C2. receive and evaluate the applications for housing from the public and, in accordance with allocation criteria and subject to availability, allocate housing to the beneficiaries against the beneficiaries taking up the obligation for payment to the NHE of the costs for the development and construction of the dwellings;
 - C3. enters into an agreement with the beneficiaries for the repayment of the agreed construction costs of the dwellings, by means of agreed terms for its repayment, as further set out in this agreement.
- D. The Council is the registered owner of the Property herein referred to, which has been improved with a residential dwelling built by the NHE with funds emanating from the Government of Namibia, as part of its Mass Housing Development Program.
- E. The Beneficiary applied for, and based on the application, the NHE allocated the Property to the Beneficiary under the Mass Housing Development Program.
- F. This agreement records the terms on which the parties agreed the Beneficiary will become the owner of the Property and will pay to the NHE the construction costs of the dwelling.

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. 2626 MATUTURA (EXTENSION NO. 12)**

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

MEASURING: **314 (THREE HUNDRED AND FOURTEEN) SQUARE METERS**

HELD BY: **CERTIFICATE OF REGISTERED TITLE NO. T4504/2018**
(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 of the

Property, any share therein, 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, who has in consultation with the NHE rejected the offer in writing. The Council shall, within 60 (sixty) days of the receipt of the written offer, be entitled to accept the offer to purchase the Property at a price equal to the agreed costs for the construction of the Property herein recorded, plus the reasonable costs which the Beneficiary may have incurred to further permanently improve the Property (excluding the costs of maintenance and upkeep thereof), which costs shall be determined by an independent valuator appointed by the Council, whose determination shall be final and binding on the parties. For the purposes of this clause 2.3.1, "alienation" shall not include the passing of ownership by means of marriage, inheritance or due to legal processes following divorce, sequestration or affecting the Beneficiary's legal status or capacity.

2.3.2 Any conditions imposed in terms of the provisions of the Townships and Division of Land Ordinance 11 of 1963 which may be applicable to the Property.

2.3.3 For as long as the Beneficiary (or his/her successors in title) is restrained from the alienation of the Property in terms of clause 2.3.1 above and unless the Council in consultation with the NHE has given their prior written consent thereto, which consent it may give on such conditions it deem fit at the time:

- (a) the Property shall only be occupied as a residential dwelling by the Beneficiary and his/her spouse's immediate family and at any one stage by no more than 7 (seven) persons, inclusive of any children. For the purposes of this clause 2.3.3, "spouse" shall include the Beneficiary's permanent life partner with whom he/she co-habits, as if married. For the purposes of this agreement "immediate family" shall mean the Beneficiary's or his/her spouse's children and grandchildren; the Beneficiary's or his/her spouse's siblings with whom is shared at least one parent and their children; the Beneficiary's or his/her spouse's parents or grandparents and their children;
- (b) the Beneficiary shall not be entitled to rent out the Property or any portion thereof;
- (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 in 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.

4. PAYMENT OF THE CONSTRUCTION COSTS

- 4.1 The parties agree that the costs of improving the Property with a residential dwelling constructed by the NHE, being the sum of the costs for the land, the construction of the

dwelling and the professional and other fees for services rendered to develop the Property and the dwelling thereon; plus the costs to effect transfer of the Property and to register a bond as referred to in clause 7 below, shall collectively be referred to herein as "the construction costs". The construction costs payable for the Property is the amount as indicated in annexure "A" hereto, **N\$90 000.00 (Ninety Thousand Namibia Dollars)**.

4.2 The Beneficiary shall pay the construction costs as follows:

4.2.1 the costs to procure the registration of transfer and the bond, if any, as referred to in clause 7 below, shall be paid to the attending conveyancers upon their demand;

4.2.2 the remaining amount of the construction costs shall be payable to the NHE without deduction or set-off and free of any banking charges:

(a) on the Registration Date, where the Beneficiary has secured a loan thereto; or

(b) by means of instalments, where the NHE has agreed thereto, and as further recorded in annexure "A" hereto.

4.3 The Beneficiary shall be entitled to apply for a loan from any registered bank to finance the payment of the construction costs payable in terms of this agreement. Unless the Beneficiary has secured a loan for the payment constructions costs within 45 (forty five) days of the date on which this agreement is signed, this agreement shall lapse, become ineffective and no party shall have any rights or obligations in terms thereof.

4.4 The Beneficiary shall immediately upon signature of this agreement apply for a loan at a registered bank, supply all information and documents as the bank may reasonably require and shall diligently pursue such an application until finality. The loan shall be deemed to have been granted in the event of the bank recording in writing its willingness to finance the transaction herein recorded on its ordinary terms, commonly referred to as a "pre-approval".

4.5 The condition in clause 4.3 above is inserted herein for the benefit of the NHE who may waive reliance thereon.

4.6 The Beneficiary shall within 21 (twenty one) days of being requested by the Council's attorneys, secure the payment of the construction costs by means of delivering to the said attorneys of a bank guarantee acceptable to such attorneys, for the payment upon registration of the construction costs.

5. POSSESSION AND OCCUPATION AND USE OF THE PROPERTY

5.1 The Beneficiary shall be entitled and obliged to take possession of and to occupy the Property



as from the Registration Date or as soon as the NHE tenders to the Beneficiary occupation thereof.

- 5.2 Upon the NHE having tendered occupation, the Beneficiary shall be deemed to have taken possession of the Property on the date of delivery of its keys to him/her or his/her assignee. Signing of the form of receipt of the keys shall serve as *prima facie* proof of delivery of the keys in terms hereof.
- 5.3 The Beneficiary shall be liable for all municipal charges including those pertaining to water, sewerage, electricity or other and in respect of any rates and taxes payable in respect of the Property, as from the date of possession and, in any event, as the owner of the Property, as from the Registration Date.
- 5.4 In the event of the Property not appearing on the municipal valuation roll on the date of possession or the date of registration, the Beneficiary agrees to pay municipal rates levied on an amount equal to the construction costs as if it was a provisional valuation; provided that any such payment is subject to revision as soon as the valuation of the Property is entered on the Council's valuation roll.
- 5.5 The Beneficiary shall maintain the buildings at a value of not less than the municipal valuation thereof, which valuation may, as part of the Council's statutory processes, be reviewed from time to time.

6. ALLOCATION CRITERIA

- 6.1 This agreement is concluded on the basis that the Beneficiary meets the criteria which the Council and the NHE determined for the allocation to Beneficiaries of properties of a similar nature, as part of its administration of and the conditions made applicable to the Mass Housing Development Program. Some of these criteria are listed herein below and are hereinafter referred to in this agreement as "the allocation criteria".
- 6.2 It is agreed that prior to or simultaneously with the signing of this agreement, the Beneficiary must complete the Council's and/or the NHE's standard written application to be allocated a Property as part of the Mass Housing Development Program and shall, in addition thereto, complete annexures B1 and B2, which is hereby incorporated to form part of this agreement.
- 6.3 The Beneficiary hereby confirms and warrants that the contents and the information he/she supplied in the written application and as recorded in annexures B1 and B2 are accurate, true and correct.
- 6.4 The parties record that the Council and the NHE have agreed to enter into this agreement with the Beneficiary, on the basis of the information so supplied and as the Beneficiary

complies with and meets the allocation criteria, which the Beneficiary herewith warrants he/she meets and complies with.

6.5 In this regard, the Beneficiary (which includes his/her spouse and permanent life-partner, as referred to herein) hereby specifically records and warrants that he/she complies with all of the following allocation criteria, namely:

6.5.1 The Beneficiary is a Namibian citizen at the time of the conclusion of this agreement and will remain a Namibian citizen during the period when any portion of the construction costs remains unpaid;

6.5.2 The Beneficiary is at least 21 (twenty-one) years old at the time of the conclusion of this agreement;

6.5.3 The Beneficiary is a first-time home owner. For the purpose of this agreement, a "first-time home-owner" means that, as at the date of the Beneficiary signing this agreement and never before, neither the Beneficiary nor his/her spouse owns or has owned or is within the immediate future by voluntary act likely to own any immovable property or any share therein, situated anywhere in Namibia and neither the Beneficiary or his/her spouse has or had or is within the immediate future likely to acquire an interest in any entity or other arrangement, which owns or owned any immovable property anywhere in Namibia, nor has the Beneficiary, his/her spouse or permanent life partner participated in any other national housing program within the Republic of Namibia;

6.5.4 The Beneficiary acquires the Property as a domestic dwelling for occupation by himself/herself and his/her spouse and their immediate family, as referred to herein;

6.5.5 The Beneficiary does not acquire and will not take transfer or hold the Property as a nominee of another person or in terms of any agreement or arrangement in terms whereof any person other than the Beneficiary has an 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.

- 7.3 Unless the Beneficiary has secured a loan from a registered bank to finance his/her payment obligations towards the NHE in terms of this agreement, the NHE may in its entire discretion agree with a Beneficiary on the down-payment of the construction costs in monthly instalments, which repayment terms, in that event, are to be summarized in writing and attached to this agreement.

- 7.4 The Beneficiary's repayment obligations to the NHE shall be secured by a first mortgage bond to be registered over the Property in favour of the financing bank or the NHE, as the case may be, on their customary terms and conditions.

- 7.5 Transfer of the Property shall be effected by the Council's conveyancers. The registration of the mortgage bond in favour of the NHE shall be effected by the NHE's conveyancers.

7.6 All documents necessary to effect transfer of the Property in the name of the Beneficiary shall be prepared by the Council's conveyancers and that pertaining to the registration of the mortgage bond shall be prepared by the NHE's conveyancers.

7.7 All reasonable costs, legal expenses and moneys due in terms of the registration of transfer of the Property and the registration of a bond to finance this transaction, including the transfer fees, stamp duty, transfer duty and any other related fees and expenses, if any, as well as the costs of preparing this agreement and any other legal costs related thereto, are included in the construction costs and shall be payable by the Beneficiary.

7.8 For the purpose of this agreement, "the Registration Date" shall mean the date on which the Property is registered in the name of the Beneficiary pursuant to the terms of this agreement.

8. FULL RECORD OF THE AGREEMENT AND NO INFORMAL AMENDMENT OR WAIVER

8.1 The parties acknowledge that the provisions of this agreement constitute the entire record of the terms of their agreement and that no undertakings, promises, warranties or representations have been made by either party to the other, save as is set out in this agreement.

8.2 The parties record that this agreement supersedes and replaces all previous negotiations, agreements or other arrangements, whether recorded in writing or otherwise pertaining to the Beneficiary acquiring ownership of the Property, which are hereby cancelled; save for the lease, where applicable, agreed to by the NHE and the Beneficiary, in terms of which the Beneficiary may occupy the Property.

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 installments 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 thereof.
- 9.3 Any costs incurred by any party in the enforcement of the terms of this agreement and/or its remedies under this agreement shall be recoverable from the defaulting party, on a scale as between attorney and own client.

10. GENERAL

- 10.1 The Beneficiary undertakes to vacate the Property immediately on termination of this agreement, it being agreed that no right to tenancy beyond the cancellation of this agreement is created herein.
- 10.2 The Beneficiary undertakes to maintain the beacons of the Property that they remain distinguishable.
- 10.3 This agreement shall be binding on the Beneficiary's successors in title.
- 10.4 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 as referred to in clause 2.3.1 above.

10.5 Where the Beneficiary, as referred to herein, is more than one person, i.e. being spouses or otherwise, such persons shall be jointly and severally liable to the NHE and the Council for the due compliance with the Beneficiary's obligations under this agreement.

10.6 Any claim which the NHE may in law have against the Council arising from the improvement of the land by the development and construction of a dwelling thereon, be that claim based on enrichment or otherwise, shall be limited to:

10.6.1 the amount of the construction costs referred to herein and in particular, the balance of the construction costs which the NHE was unable to recover from the Beneficiary in terms hereof; and

10.6.2 to circumstances where the Council is or becomes the registered owner of the Property.

11. DOMICILIUM

11.1 The parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of and in connection with this agreement as follows:

11.1.1 the Beneficiary: Erf No. 2626 Matutura (Extension No. 12)
P O Box 5217, Walvis Bay

11.1.2 the Council: The Municipal Office Complex
Rakatoka Street Swakopmund
P.O. Box 53, Swakopmund

11.1.3 the NHE: No. 7 General Murtala Muhammed Avenue, Windhoek
P.O. Box 20192, Windhoek


11.2 Any party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* 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.

Thus done and signed by the COUNCIL at SWAKOPMUND on the 14 day of Sept 2020.

AS WITNESSES:1. 2. 

 CHIEF EXECUTIVE OFFICER


 CHAIRPERSON MANAGEMENT
 COMMITTEE / ALTERNATE

Thus done and signed by NHE at WALVIS BAY on the 11 day of August 2020.

AS WITNESSES:1. 2. 

 FOR THE NATIONAL
 HOUSING ENTERPRISE

Thus done and signed by the BENEFICIARY at Swakop on the 2nd day of Sept 2020.

AS WITNESSES:1. 

 THE BENEFICIARY
2. 

 SPOUSE OF THE BENEFICIARY

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\$2 324.95** per month over the period of **240 months**.
2. The initial monthly instalment payable at the commencement of the repayment period, shall represent payment of the following amounts:
 Capital Repayment: **N\$2 113.65**
 Interest Repayment: (calculated at the rate of **6%** per annum and included above)
 Short Term Insurance
 Premium: **N\$211.30**
 Life Insurance Premium: **N\$**
3. The Beneficiary shall commence with the repayment of the construction costs in monthly installments, 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 **6%** 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 **ERF NO. 2626 MATUTURA (EXT NO. 12)**

Currently, the bank account nominated for this purpose is:

Account Holder: **MASS HOUSING FUND ACCOUNT**
 Bank Name: **STANDARD BANK**
 Branch Name: **WINDHOEK**
 Branch Number: **082372**
 Account Number: **24 099 5570**

6. The Beneficiary shall be entitled to repay the full outstanding balance of the construction costs at any time.
7. The payment of the construction costs shall be secured by the registration of a first mortgage bond over the Property in favour of the NHE on the NHE's customary terms and conditions. The mortgage bond shall be registered by the NHE's conveyancers at the cost of the NHE.
8. Notwithstanding anything to the contrary herein contained, it is expressly agreed that in the event of the Beneficiary failing to pay the monthly installments referred to herein on the due date thereof, notwithstanding any previous acceptance or previous waiver by the NHE, the full outstanding balance of the construction costs shall then immediately become due and payable to the NHE.

DECLARATION BY DONOR

ALFEUS BENJAMIN or MARCO PETER CLIFF SWARTS or CLIVE LESLEY LAWRENCE or HELLAO INARUSEB or CLARENCE CLAUDE MCCLUNE and ERKKIE SHITANA or KLEOPAS JASON NGWENA in our capacities as CHIEF EXECUTIVE OFFICER / CHAIRPERSON or ALTERNATE CHAIRPERSON OF THE MANAGEMENT COMMITTEE being duly authorised hereto and herein representing the

MUNICIPAL COUNCIL OF SWAKOPMUND

do solemnly and sincerely declare :

that on the

and not before I/we donated the following property:

CERTAIN: ERF NO. 2626 MATUTURA (EXTENSION NO. 12)

SITUATE: IN THE MUNICIPALITY OF SWAKOPMUND

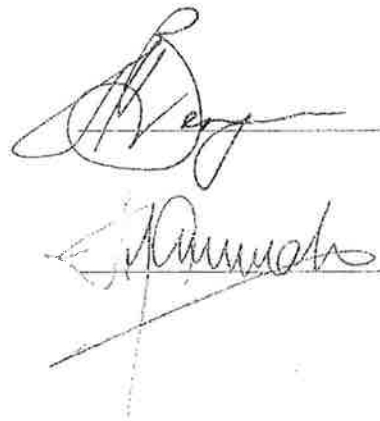
REGISTRATION DIVISION "G"

ERONGO REGION

MEASURING: 314 SQUARE METRES

to **AMANDA KOTZE**

And I/we declare that the value of the said property is **N\$90 000.00** and that I/we have not received nor am I/We to receive any valuable consideration for or on account of the alienation of the said property.



Annexure "F"

Conveyancing Secretary
Koep & Partners | Swakopmund



LEXAfrica
LexMundi
World Ready

Swakopmund Office

Office No. 6, Antonius Garten, c/o Hendrik
Witbooi Street & Theo-Ben Gurirab Ave
Swakopmund, Namibia
Tel: +264 64 406 320 | Fax: +264 64 406 323
Email: melani@koep.com.na
Web: www.koep.com

Windhoek Office

33 Schanzen Road,
Windhoek, Namibia
Tel: +264 61 382 800 | Fax: +264 61 382 888

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Member of Lex Mundi
The world's leading association of independent law firms – www.lexmundi.com

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From: Melani Bamberger
Sent: Monday, 08 February 2021 11:40
To: 'Liezle Du Plessis' <lduplessis@swkmun.com.na>
Cc: 'Jawavenny@gmail.com' <jawavenny@gmail.com>; 'ferciannndesihewalinus@gmail.com' <ferciannndesihewalinus@gmail.com>; 'valilifa@gmail.com' <valilifa@gmail.com>; 'receptionswkmz@metjeziegler.com' <receptionswkmz@metjeziegler.com>; 'rebecca.pietersen@transnamib.com.na' <rebecca.pietersen@transnamib.com.na>
Subject: **LODGEMENTS**
Importance: High

Dear Liezle,

ERF NO. 2572 MATUTURA (EXTENSION NO. 12)
TRANSFER: MUNICIPAL COUNCIL OF SWAKOPMUND // L N AMALWA
BOND: NHE // L N AMALWA

ERF NO. 2625 MATUTURA (EXTENSION NO. 12)
TRANSFER: MUNICIPAL COUNCIL OF SWAKOPMUND // R PIETERSEN
BOND: NHE // R PIETERSEN

ERF NO. 2626 MATUTURA (EXTENSION NO. 12)
TRANSFER: MUNICIPAL COUNCIL OF SWAKOPMUND // A KOTZE
BOND: NHE // A KOTZE

ERF NO. 2645 MATUTURA (EXTENSION NO. 12)
TRANSFER: MUNICIPAL COUNCIL OF SWAKOPMUND // S V SHINEDIMA
BOND: NHE // S V SHINEDIMA

ERF NO. 2659 MATUTURA (EXTENSION NO. 12)
TRANSFER: MUNICIPAL COUNCIL OF SWAKOPMUND // F LINUS
BOND: NHE // F LINUS

ERF NO. 2664 MATUTURA (EXTENSION NO. 12)
TRANSFER: MUNICIPAL COUNCIL OF SWAKOPMUND // V N JAWA
BOND: NHE // V N JAWA

ERF NO. 2684 MATUTURA (EXTENSION NO. 12)

TRANSFER: MUNICIPAL COUNCIL OF SWAKOPMUND // P H & W NANGOLO
BOND: NHE // P H & W NANGOLO

ERF NO. 2686 MATUTURA (EXTENSION NO. 12)

TRANSFER: MUNICIPAL COUNCIL OF SWAKOPMUND // W G RIETH
BOND: NHE // W G RIETH

We are pleased to inform that the above transactions were **lodged** at the deeds office Windhoek today, **8 February 2021**.

Registration is expected within 7-10 days.

Regards
Melani Bamberger
Conveyancing Secretary
Koep & Partners | Swakopmund



Swakopmund Office

Office No. 6, Antonius Garten, c/o Hendrik
Witbooi Street & Theo-Ben Gurirab Ave
Swakopmund, Namibia
Tel: +264 64 406 320 | Fax: +264 64 406 323
Email: melani@koep.com.na
Web: www.koep.com

Windhoek Office

33 Schanzen Road,
Windhoek, Namibia
Tel: +264 61 382 800 | Fax: +264 61 382 888

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Affordable and
Quality Housing

National
Housing
Enterprise

Head Office
7 Gdn. Mandela Mahanagat
Apt. Eros
PO Box 20182, Windhoek
Tel: +264 (61) 292 7111
Fax: +264 (61) 222 301

Head Office Fax Numbers
CEO: +264 61 292 7271
Human Resources
+264 61 222 301
Technical Services
+264 61 292 7270
Finance +264 61 222 301

Regional Office - Central
Katutura - Independence Ave
PO Box 20182, Windhoek
Tel: +264 (61) 276 100
Fax: +264 (61) 276 120

Regional Office - South
Cnr Sam Nujoma & 2 Avenue
PO Box 654, Keetmanshoop
Tel: +264 (63) 222 688
Fax: +264 (63) 224 292

Regional Office - West
Cnr Frankia Straberns &
Nathanel Marzulli Avenue
Karasburg, Walvis Bay, MC
PO Box 7240, Keetmanshoop
Tel: +264 (64) 202 022
Fax: +264 (64) 207 921

Regional Office - North
Rotten Muggel Street
PO Box 559, Oshana
Tel: +264 (65) 229 151
Fax: +264 (65) 229 165

Regional Office - North East
Rundu Commercial Centre
Unit 4 Rundu
Tel: +264 (66) 255 141
Fax: +264 (66) 255 840

31 March 2022

Mrs Amanda Kotze
Erf 2626
Matutura

REQUEST TO SELL ERF 2626, MAUTURA, EXTENSION 12

With reference to your correspondence received on the
24th of March 2022 via email.

NHE cannot grant permission as your house forms part of the
MHDP which falls under the Ministry of Urban and Rural
Development.

Secondly you have also paid of your bond at NHE (GRN) and
therefore has no commitment towards NHE.

Approval needs to be obtained from the Custodian Ministry which
is (MURD) Ministry of Rural and Urban Development.

Donald Tjikune

REGIONAL MANAGER: WEST Sales and Lending





MUNICIPALITY OF SWAKOPMUND

Ref: E 2626 M
Enquiry: Barbara Ramos Viegas

(064) 4104230
(064) 4104120
53 Swakopmund
NAMIBIA
Web www.swkmun.com.na
biamosviegas@swkmun.com.na

Ms Amanda Kotze
P O Box 5217
Walvis Bay
13013

18 February 2022

Dear Madam

REQUEST TO SELL ERF 2626, MATUTURA, EXTENSION 12

We hereby acknowledge receipt of the letter dated 14 January 2022 and the content thereof is noted.

Kindly be informed that we have notified NHE of your request for their advice on the matter. Once this office has received feedback on the way forward we will attend to the matter accordingly.

Should you have any queries in this regard, please do not hesitate to contact Ms B Ramos Viegas at 064- 410 4230.

Yours faithfully,


M. A. PLATJIE

GM: CORPORATE SERVICES & HC (Acting)

/mg

All correspondence must be addressed to the Chief Executive Officer

Aina S. Nduuvundi

From: Melani Bamberger <melani@koep.com.na>
Sent: 15 February 2021 12:32 PM
To: Lizele Du Plessis; Ivonne Milinga
Cc: 'jawavenny@gmail.com'; 'ferciannndesihewalinus@gmail.com'; 'valilifa@gmail.com'; 'receptionswkmz@metjeziegler.com'; 'rebecca.pietersen@transnamib.com.na'
Subject: RE: LODGEMENTS
Attachments: Scanned Xerox multifunction device.pdf
Importance: High

Dear Lizele,

ERF NO. 2572 MATUTURA (EXTENSION NO. 12)
TRANSFER: MUNICIPAL COUNCIL OF SWAKOPMUND // L N AMALWA
BOND: NHE // L N AMALWA

ERF NO. 2625 MATUTURA (EXTENSION NO. 12)
TRANSFER: MUNICIPAL COUNCIL OF SWAKOPMUND // R PIETERSEN
BOND: NHE // R PIETERSEN

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BOND: NHE // V N JAWA

ERF NO. 2686 MATUTURA (EXTENSION NO. 12)
TRANSFER: MUNICIPAL COUNCIL OF SWAKOPMUND // W G RIETH
BOND: NHE // W G RIETH

We are pleased to inform that the above transactions were **registered** at the deeds office Windhoek today, **15 February 2021**.

Attached our formal registration confirmations for your attention and records.

Regards
Melani Bamberger
Conveyancing Secretary
Koep & Partners | Swakopmund