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11.1.17 **QUINTESSENTIAL TRADING & CONSULTANCY (PTY) LTD:
AMENDMENT OF CLAUSE 6.2.3**

(C/M 2023/04/04 - 16/1/4/2/1/14, 14/2/1/2)

Special Management Committee Meeting of 23 March 2023,
Addendum **6.1** page **03** refers.

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

1. INTRODUCTION

The attached letter dated **15 March 2023** was received from Quintessential Trading & Consultancy (Pty) Ltd (hereinafter "QTC") (**Annexure "A"**).

The entity applies to amend clause 6.2.3 of the development agreement in order to proceed with the transfer of erven to QTC without having constructed dwelling houses thereon.

QTC is one of the nine private developers to who Council on **31 May 2018** under item 11.1.24 allocated townships for development. The entity is currently onsite installing services to the first phase of their project on Matutura Proper.

2. BRIEF BACKGROUND

QTC entered into a development agreement with Council on **21 December 2020**.

3. APPLICATION AND DISCUSSION THEREOF

3.1 QTC applies to have clause 6.2.3 amended (quoted for ease of reference):

6.2 *The obligation of the Municipality to transfer any one of the disposal Erven into the name of the Developer shall only arise and become enforceable:-*

6.2.1 ...

6.2.2 ...

6.2.3 *in respect of a Single Residential Disposal Erf, provided that the Developer has improved that Single Residential Disposal Erf by the construction thereon of a dwelling house in accordance with the terms of this Agreement and the Municipality has, in respect of such house, issued a completion certificate (as contemplated in 5.10.1.3 above).*

Quoted for ease of reference, the following clauses which are relevant to the above clause:

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

5.10.1.3 each house constructed on each of the Single Residential Disposal Erven,

- 3.2 The purpose of clause 6.2.3 is to ensure that QTC does not sell vacant erven to third parties. In hindsight this is an onerous financial obligation on QTC as they have to bear the costs of installation of services and the construction of houses, which houses must not be sold for a purchase price higher than N\$800 000.00, before they can make any income.

Council can amend clause 6.2.3 to enable QTC to obtain financing for the construction of houses. Council can ensure performance by only allowing the transfer to third parties once a completion certificate is issued, and confirmation is received from the conveyancers that the purchase price was as per Council's requirements.

- 3.3 In order to ensure that QTC complies with clause 5.6.2 of the development agreement (quoted below), it is proposed that the above concession be made on condition that QTC provides the following prior to transfer of the respective erven to them:

- (i) the house plans to the maximum value of N\$800 000.00; as well as
- (ii) deeds of sale with third parties stipulating the value of the erf and that of the house separately.
- (iii) Once the services are installed the developer must provide a cost of service expressed per metre square.

Quoted clause 5.6.2:

5.6.2 *The construction of the dwelling houses shall be carried out by the Developer:-*

- 5.6.2.1 *in accordance with prior approved building plans by the Municipality;*
- 5.6.2.2 *with due compliance with the Standard Swakopmund Building Regulations and the specifications commonly known as the "SABS/SANS400", and*
- 5.6.2.3 *to the satisfaction of the General Manager: Engineering Services of the Municipality,*

at a sales value per house (exclusive of the site value) which shall be not less than the minimum building value provided for in the conditions of establishment pertaining to the Township and not more than N\$800 000.00 (Eight Hundred Thousand Namibia Dollars).

- 3.4 By allowing the transfer of the vacant erven to QTC clause 7 will become enforceable which stipulates that site value rates and improvement rates will be levied either from date of transfer of the respective erven, or 45 days of the date when the Municipality tendered transfer, whichever date occurs earlier in time. The amendment of clause 6.2.3 can result in the developer having to pay these rates whether houses are constructed or not.
- 3.5 In addition to the above, Council's claims for performance by QTC are sufficiently safeguarded by the following clauses:

- (i) Clause 5.8.5.2 which requires that the construction of dwelling houses on the "single residential disposal erven" be completed within 330 days from date of the final completion of the internal services infrastructure of the respective phase.
- (ii) Clause 8.2 provides for a penalty of N\$ 5 000.00 per calendar day if QTC fails to comply with the completion periods stipulated in clause 5.8.5.

3.6 On **16 March 2023** QTC confirmed acceptance of the proposed amendment, the proposed conditions and repercussion of payment of rates and taxes thereof.

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

RECOMMENDED:

- (a) That Council approves the application by Quintessential Trading & Consulting (Pty) Ltd to amend clause 6.2.3 in order to enable the transfer of the Single Residential Disposal Erven to Quintessential Trading & Consultancy (Pty) Ltd without the need to first construct dwelling houses thereon; but prior to transfer to third parties, dwelling houses must be constructed as per clause 5.6.2 of the development agreement.
 - (b) That the concession in (a) above be subject to the condition that Quintessential Trading & Consultancy (Pty) Ltd provides the following prior to transfer of the respective erven to them:
 - (i) *The house plans to the maximum value of N\$800 000.00; as well as.*
 - (ii) *Deeds of sale with third parties stipulating the value of the erf and that of the house (maximum value of N\$800 000.00 exclusive of the site value) separately.*
 - (iii) *A verified calculation expressing the cost of installing services per metre square.*
 - (c) That an addendum to the development agreement be compiled to reflect the above amendment.
 - (d) That it be noted that Council's claims for performance by Quintessential Trading & Consultancy (Pty) Ltd are covered in terms of clauses 5.8.5.2 and 8.2.
-

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

Mr. A Plaatjie
 Acting General Manager: Corporate Services & Human Capital Municipality of
 Swakopmund
 PO Box 53, Swakopmund

Addendum to Clause 6.2.3 on Page 20 of the JV Agreement

Dear Mr. Plaatjie

We are busy with local Investment Firm, 'Manta Ventures' who is busy sourcing us local equity capital to add to the Development Bank of Namibia approved facility.

One issue that cropped up and that needs to be urgently resolved before, the due diligence is finalised is that they, have seen in our financial model that we have included funds to pay for attorney and bond fees for the Single Residential Disposal Erven and transfer duty, attorney, bond and duty fees for the general residential and business erven.

A second issue is the fact that according to the JV Agreement is that, we can only generate income once we have built the houses on serviced land and there is a completion certificate for each house to be transferred to buyers. This thus effectively means that the erven will not be transferred into our company's name after land servicing is done and a completion certificate is obtained in each phase.

Their interpretation is based on review of Clause 6.2.3 on Page 20 of the Joint Venture Agreement on which states as below;

6.2.3 in respect of a Single Residential Disposal Erf, provided that the Developer has improved that Single Residential Disposal Erf by the construction thereon of a dwelling house in accordance with the terms of this Agreement and the Municipality has, in respect of such house, issued a completion certificate (as contemplated in 5.10.1.3 above).

We have explained that we have approached your office in that regard, and you have advised us that in fact the Single Residential Disposal Erven will be transferred by the Municipality of Swakopmund's Lawyers to be registered into our company's name after land servicing is done and, we have obtained a completion certificate i.e. in Phase 1 for the land. This is so that we can use the erven to raise collateral if needs be and to generate sales and not wait for the construction of houses to be completed. In addition that the Clause as above was erroneously capture in the JV Contract.

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P.O Box 2112, Swakopmund, Namibia, 13001
 Erf 2889, Oceanview, Swakopmund, Namibia
 Mobile 1: +264 814811405898
 Mobile 2: +2648148114077
 Email: quintessentialtrading@gmail.com

We have also explained that subsequently after those discussions we send correspondence to your office on 24 September 2021, to request your good office that this will be subject to double payment of these fees by ourselves first and then secondly by the buyers.

We then requested as per correspondence of 24 September 2021, for the Municipality then to rather give the serviced to our Company as a donation after completion certificates are obtain in each phase for the serviced land and, which request was declined as per correspondence of 04 Oct 2022 to ourselves.

The following correspondence of 07 April 2022 delineated the erven that will be transferred to QTC once the land is serviced, and completion certificates are obtained for the land. We have explained that we in fact have not received official correspondence or addendum to this clause and it arose from discussions and meetings with your office.

I have attached all these to this correspondence.

Our request is thus;

Will your good office kindly issue us an official letter, which will also acts as an addendum which, states that the Clause 6.2.3 as per the Joint Venture Agreement on Page 20 of it, was erroneous and that in fact, those erven as in the correspondence of 07 April 2022 from to the Municipality to QTC will be transferred to QTC by the Municipality Lawyers once the land is serviced and completion certificates obtained and, that we will be expected to pay the required bond, transfer duty and attorney's fees before construction of houses commences or alienated to clients.

Looking for you're timely response to this correspondence.

Thank you for your time and consideration.



.....
Mr. Theofelius UVANGA

Messrs Quintessential Trading and Consultancy Pty Ltd

Member, MD, Chair, Board of Directors

Wednesday, 15 March 2023

11.1.18 **WOERMANN HAUS: FUTURE**
(C/M 2023/04/04 - E 1308)

Special Management Committee Meeting of 23 March 2023,
Addendum **6.2** page **08** refers.

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

1. Introduction

The purpose of this submission is for Council to consider applying to the Ministry of Urban & Rural Development for the following:

2.1 to waive a restriction registered against the title deed of Erf 1308, Swakopmund in terms of Government Grant 1304/1975 (**Annexure "A"**) (Ministry of Works, Transport & Communication); and

2.2 to seek prior approval from the said ministry to proceed with a closed bid sale for the premises in terms of Council's decisions passed on:

2.2.1 30 June under item 11.1.3 (**Annexure "B"**)

2.2.2 24 November 2022 under item 11.1.39 (**Annexure "C"**)

2. Current Situation

2.1 While reviewing the conditions of sale for the proposed closed bid sale, it was noted that the Government donated Erf 1308, Swakopmund to Council in terms of Government Grant T 1304/1975 with a condition that the premises must only be used as public library:

" Die geboue opgerig op die erf mag slegs vir 'n openbare biblioteek en aanverwante doeleindes gebruik word."

MET VOLLE MAG EN GESAG om voortaan in ewigdurende besit daarvan te wees.

2.2 On **16 June 1994** the Council and the Government of Namibia entered into an agreement to lease the following rooms at the Woermann Haus which lease period commenced **01 July 1993** and continued for an unspecified period:

- *rooms and passages number 1, 1/1, 1/ 2, 1/3, 1/ 4, 1/5, 1/6, 2/1, 2/2, 2/3, 3, 4/1, 7, 12, 13 and 14 with a surface area of approximately 716 m²*

The latest Council resolution for the renewal of the lease agreement for the public library was passed on **31 May 2017** under item 11.1.16 in terms whereof the lease period was renewed from 01 February 2017 until 31 December 2027 (**Annexure "D"**).

The Directorate of Education, Arts and Culture; Division: Adult Education and Lifelong Learning is currently paying monthly rental in the amount of **N\$ 22 766.04**.

The said directorate will be issued with a notice to vacate the premises once approval is granted to waive the restrictive title condition.

3. **Proposal**

It is proposed that the following be attended to prior to publishing Council's intention to sell Erf 1308, Swakopmund:

- 3.1 That an application be submitted to the Ministry of Works, Transport & Communication requesting the waiver of the use restriction registered in Government Grant 1304/1975 in terms whereof the buildings on Erf 1308, Swakopmund must be exclusively used as public library.
- 3.2 That due to the high costs (upset price of N\$ 17 900 000.00) for the sale of Erf 1308, Swakopmund, approval be sought from the Ministry of Urban & Rural Development to proceed with the closed bid sale of Erf 1308, Swakopmund; and the name of the successful purchaser be forwarded to the Ministry of Urban & Rural Development after the public closed bid sale.

From experience, approval from the Ministry of Urban & Rural Development can cause considerable delays which is not always understood by purchasers.

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

RECOMMENDED:

- (a) **That an application be submitted to the Ministry of Works, Transport & Communication requesting the waiver of the use restriction registered in Government Grant 1304/1975 in terms whereof the buildings on Erf 1308, Swakopmund must be exclusively used as public library auxiliary use.**
- (b) **That the application for the waiving of the restrictive condition be based thereon that the property is not used to its full potential as a public library, that the monthly rental income does not justify maintenance expenses and sale for commercial purposes will stimulate the local economy and create employment.**

- (c) That due to the high costs (upset price of N\$17 900 000.00) for the sale of Erf 1308, Swakopmund, approval be sought from the Ministry of Urban & Rural Development to proceed with the closed bid sale of Erf 1308, Swakopmund in terms of Council's decisions listed below; and the name of the successful purchaser be forwarded to the Ministry of Urban & Rural Development after the public closed bid sale:
- (i) 30 June under item 11.1.3
 - (ii) 24 November 2022 under item 11.1.39
- (d) That point (j) (v) of Council's decision be amended as per point (c) above:
- (j) *That the following standard conditions of sale be applicable:*
 - (v) *That proposals be invited in terms of section 63 of the Local Authorities Act, whereafter Council applies for approval from the Ministry of Urban and Rural Development in terms of section 30 (1) (t) to proceed with the transaction.*
- (e) That the sale of Erf 1308, Swakopmund be commenced with once approvals in points (a) and (b) above are obtained as the purchaser might incur costs for the sale and approvals might not be favorable.
- (f) That the Directorate of Education, Arts and Culture; Division: Adult Education and Lifelong Learning be issued with a notice to vacate the premises once approval is granted to waive the restrictive title condition.
-

GOEWERMENTSGRONDBRIEF NR T 1304 /19 75

AFDELING PLAASLIKE BESTUUR

VERWYSING: P. 30/38

GOEWERMENTSGRONDBRIEF NR.

T 1801 /19...

NADENAAL sekere erf 1308 (n gedcelte van Gedcelte A van erf 256, Swakopmund Dorp, geleë in die Munisipaliteit van Swakopmund, Registrasie Afdeling "G", in die Gebied Suidwes-Afrika kragtens die "Crown Land Disposal Ordinance" 1903 (Transvaal) soos gewysig deur die "Crown Land Disposal Amendment Ordinance" 1906 (Transvaal), en toegepas op die Gebied van Suidwes-Afrika deur die "Crown Land Disposal Proclamation" 1920 (Nr. 13 van 1920), en die "Crown Land Disposal Amendment Proclamation" 1920 (Nr. 54 van 1920), geskenk is op 11 Maart 1970 aan die

MUNISIPALITEIT VAN SWAKOPMUND

EN NADENAAL die skenking aanvaar is op 5 Junie 1975

SO GETUIG /.....

-2-

SO GETUIG HIERDIE AKTES dat behoudens die regte van die Goewerment, die Administrateur van Suidwes-Afrika hiermee toeken, afstaan en transporteer aan die voornoemde

MUNISIPALITEIT VAN SWAKOPMUND

sy Opvolgers in Titel of Regsverkrygendes

SEKERE Erf 1308 (in gedeelte van Gedeelte A van erf 256), Swakopmund Dorp;

CELLE in die Munisipaliteit van Swakopmund, Registrasie Afdeling "G";

GENOU kragtens Akte van Transport Nr. 247/1924 geregistreeer op 18 Junie 1924 ten gunste van die Goewerment van die Gebied van Suidwes-Afrika;

GROOT Drie, Drie, Ses, Sewe (3367) vierkante meter soos voorgestel en omskryf op Kaart Nr. A.657/1974 hieraan geheg.

ONDERHEWIG aan die volgende voorwaarde opgelê deur die Administrateur van die Gebied van Suidwes-Afrika kragtens die "Crown Land Disposal Ordinance" 1903 (Transvaal) soos gewysig deur die "Crown Land Disposal Amendment Ordinance" 1906 (Transvaal), en toegepas op die Gebied van Suidwes-Afrika deur die "Crown Land Disposal Proclamation" 1920 (Nr. 13 van 1920), en die "Crown Land Disposal Amendment Proclamation" 1920 (Nr. 54 van 1920), ten gunste van die Administrateur naamlik --

" Die geboue opgerig op die erf mag slegs vir 'n openbare biblioteek en aanverwante doeleindes gebruik word."

MEET VOLLE MAG EN GEBAG on voortaan in ewigdurende besit daarvan te wees.

ALDUS GEDOEN EN GETEKEN DE WINDHOEK op die 23ste dag van

.....1975/....

-3-

..... 1975, behoorlik daartoe gemagtig deur die "Crown Land Disposal Proclamations" nrs. 13 en 54 van 1920.

[Handwritten signature]
.....
ADMINISTRATIEWE BEHEERBEAANTJE.

GEREGISTREER in die Register van Swakopmund,
Erwboek Folio
op die dag van in die jaar
van Onse Heer eenduisend negenhonderd vyf-en-sewentig
(1975).

[Handwritten signature]
.....
REGISTRATEUR VAN AKTES.

[Handwritten mark]

GOEDGEKEUR		Nr. A. 654/74				
<i>H. van der Merwe</i> LANDMETER-GENERAAL 27/1/75						
SYE Meters	Rigtingshoeke	KOORDINATE Stelsel 27/15		REN		
		x	y			
ab	59,93	261.37.20	a	+4880,74	+75226,35	1306a
bc	56,19	351.35.50	b	+48781,45	+75217,62	1306b
cd	59,96	81.39.20	c	+48773,21	+75273,21	1306c
da	56,16	171.37.40	d	+48832,56	+75281,91	1306d
Aanduidings-Gegewens:			c'	+48773,32	+75273,22	1306c inl.
cc'	0,08	81.39.20	Δ	+48805,09	+75258,81	Swakopmund
			Δ	+48843,81	+74891,08	Lighthouse

Erf Nr. 257

SKAAL 1:1000

BESKRYWING VAN BAKENS:

a : 15mm ysterpen
 b : 20mm ysterpen
 c : nie gemerk nie
 d, c' : 15mm ysterpen in sement

Swakopmund: Fyppaken op toring
 Lighthouse: Vuurtoring

INLASSING

nie volgens skaal nie

Die figuur a-b-c-d stel voor 3367 vkm grond, synde Erf Nr. 1308 ('n Ged. van Ged. A van Erf Nr. 256) Swakopmund geleë in die dorp Swakopmund, Munisipaliteit Swakopmund, Reg.-afd. "G", Suidwes-Afrika

Opgemaak tussen Augustus 1970 en November 1974 deur my *G. Reuter* Landmeter

Hierdie kaart is geheg aan T 1304 Nr. 119 gedateer 24-7-1975 <i>[Signature]</i> Registrateur van Aktes	Die oorspronklike kaart is Nr. A 268/24 Transport/ Grensbrief No. 247/24	MS Nr. E 157/74 Alg. Plan Nr. Noteerplan 22, 21. Lëer Nr. SW. 51 Breed Leng
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Certified that the provisions of the Municipal Ordinance (No. 1 of 1963) and the Townships Ordinance (No. 11 of 1963) and any regulations or other laws relating to the subdivision of land within the Municipal Area of SWAKOPMUND have been complied with, and that the approval by the Council for the subdivision has been obtained.

[Handwritten signature]
TOWN CLERK.



ANNEXURE "B"

11.1.4 **WOERMANN HAUS PREMISES - SALE**
(C/M 2022/06/30 - 13/3/1/3.1308, E 1308)

RESOLVED:

- (a) That Council confirms its decision of 30 September 2021 under item 11.1.7 whereof the Woermann Haus be sold by inviting development proposals at a fixed purchase price; and allocations be done in terms of the best proposal received.
 - (b) That a set of selection criteria be provided to guide participants in drafting their proposed and Council in selecting the most appropriate proposal.
 - (c) That once the valuations are received from the two valuers, it be submitted to Council to approve the purchase price.
 - (d) That Erf 1308, Swakopmund be rezoned from "*Local Authority*" to a "*General Business*" zoning.
 - (e) That the parking requirements for the above zoning be determined and off-site parking be identified and included in the deed of sale.
 - (f) That it be noted that Erf 1308, Swakopmund has a Grade A 100% heritage rating which restricts the development of the structure
-

ANNEXURE "C"

11.1.39 RESUBMITTED: WOERMANN HAUS PREMISES - SALE
(C/M 2022/11/24 - 13/3/1/3, E 1308)**RESOLVED:**

- (a) That Council approves the minimum purchase price (upset price) in the amount of N\$ 17 900 000.00 excluding 15% VAT.**
- (b) That item 11.1.4, point (a) of Council's decision of 30 June 2022 be repealed.**
- (c) That the premises be alienated to the highest bidder with the best proposed for the use and preservation of the property.**
- (d) That participation in submission of proposals are not restricted to Namibians / Namibian entities.**
- (e) That the following minimum requirements apply:**
 - (i) Provide proof of financial ability to purchase the premises.*
 - (ii) Duly motivated proposals must be submitted.*
 - (iii) Projects which include viable art, tourist and cultural developments will be given preference.*
 - (iv) Proof of experience and capacity in developing and maintaining / managing a similar project.*
- (f) That Engineering & Planning Services finalize the rezoning of the erf approved by Council on 30 June 2022 under item 11.1.4, point (d).**
- (g) That Engineering & Planning Services identifies and determines the required off-site parking in terms of the zoning "General Business".**
- (h) That the additional parking bays be included in the offer at no extra cost.**
- (i) That the sale be concluded in terms of the Local Authorities Act 23 of 1992.**
- (j) That the following standard conditions of sale be applicable:**
 - (i) That the purchaser pays a deposit of N\$100 000.00 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 proposals be invited in terms of section 63 of the Local Authorities Act, whereafter Council applies for approval from the Ministry of Urban and Rural Development in terms of section 30 (1) (t) to proceed with the transaction.*
 - (vi) *That the transaction be concluded within 120 days from last party signing the deed of sale.*
 - (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 from the date of last party signing the agreement.*
 - (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, otherwise interest will be levied as from the date of last party signing the agreement until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale, i.e. date of last party signing the agreement.*
 - (viii) *That the purchaser accepts that no rights will accrue to them from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*
 - (ix) *The portion of land is sold "voetstoots" or "as is" with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. The Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.*
 - (x) *The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof by the purchaser.*
 - (xi) *That the purchaser indemnifies Council against any claims for damages.*
 - (xii) *That the purchaser provides the registration documentation of the entity (Council resolution of 27 April 2017 under item 11.1.10) 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.*
-

ANNEXURE "D"

11.1.16

RENEWAL OF LEASE AGREEMENT FOR ROOMS AND PASSAGES IN THE WOERMANN HAUS: DIRECTORATE OF EDUCATION, ARTS AND CULTURE

(C/M 2017/05/31 - E 1 /4/1, E 1308)

RESOLVED:

- (a) That it be noted that clause 2 of the lease agreement provides an option to renew the lease period for another 9 years and 11 months and be applicable to the new lease.
- (b) That approval be granted to enter into a new lease agreement with the Directorate of Education, Arts and Culture; Division: Adult Education and Lifelong Learning under the auspices of the Erongo Regional Council for a period of 9 years and 11 months commencing 01 February 2017 and lapsing, 31 December 2026 for the purpose of providing library services to the community, learners and students.
- (c) That it be noted that the combined size used by the Lessee is 716 m² (667 m² for the premises of the main entrance door, D21 to the Adults Reading Library and Adults Library, comprising of rooms 1, 1/1, 1/2, 1/3, 1/4, 1/5, 1/6, 2/1, 2/2, 2/3, 3, 4/1, 4/2 and 4/3. The premises of the main entrance door, D30 to the Children's Library comprising of two times Rooms 7 + 49 m² for Room D 08) and that one lease agreement be compiled.
- (d) That the monthly tariff for Room D 21, the Adults Reading Library and Adults Library and Room D 30 to the Children's Library, be:
- $N\$19.48/m^2 \times 667 m^2 = N\$12\ 993.16 + N\$1\ 948.97 (15\% \text{ Vat}) = N\$14\ 972.13$, subject to an annual escalation of 10%, starting 1 July 2017.
- (e) That the monthly tariff for Room D 08 be:
- $N\$42.81/m^2 \times 49m^2 = N\$2\ 097.79 + N\$314.67 (15\% \text{ Vat}) = N\$2\ 412.46$, subject to an annual escalation of 10%, starting 1 July 2017.
- (e) That the intended renewal of lease be advertised in terms of Section 63 of the Local Authorities Act and the cost be for the Lessee.
- (f) That the conditions be similar to those in the existing lease agreement and additional conditions be added as deemed fit by Council.
- (g) That it be noted that the name of the lessee should read, the Directorate of Education, Arts and Culture; Division: Adult Education and Lifelong Learning under the auspices the Erongo Regional Council.
- (h) That it also be noted that the library is known as the Government Library.
-