Swakopmund Municipality

CONDITIONS OF SALE

Sale of Municipal Flats located on Erf 3620, Swakopmund

Friday, 29 September 2023 @ 07:30 at the Training Room, Municipal Head Office

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Enquiries:

•Ms F Namukwambi ☎ 064-4104215 fnamukwambi@swkmun.com.na

AT A GLANCE

Important information and tips:

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

① **Financing**

Ensure that you arrange for proof of financing from your financial institution prior to the date of sale.

It is a compulsory condition that proof of financing is provided on the date of sale at registration.

② **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 for a natural person or a legal person (e.g. company / trust).

③ **On the day of the Sale**

3.1 The original municipal receipt for the registration fee must be presented on the day of the sale.

3.2 Please have **1 copy of the following documents** available which must be attached to each bid form:
- Original Municipal Receipt
- ID and ID of spouse if applicable
- Marriage Certificate (if applicable)
- Registration Document of Entity (if bid is submitted in the name of an entity)
- Proof of Financing from a registered bank to acquire an erf such as "pre-approval"

3.3 **In case you are not allocated THE PROPERTY:**
- ✓ Complete and hand in the refund form in order to promptly finalize your refund of the registration fee (**Annexure "C"**).

④ **Monthly Rates and Taxes**

In terms of Section 73 of the Local Authorities Act, 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 property and be so calculated on the municipal valuation of the property.

⑤ **Communication**

The Property Section is available for discussions and questions. Bidders are expected to enquire and / or request information timeously. No request for extension of time will be considered.

MUNICIPALITY OF SWAKOPMUND

Sale on Friday, 29 September 2023

• Sale of the Municipal Flats located on Erf 3620, Swakopmund

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

Property offered	*Zoning*	*Upset Price*
Erf 3620, Swakopmund Kuhnast Flats	*"general residential"*	***N$ 3 000 000.00***

⇨ **The property is being sold "as is". Purchasers must acquaint themselves with the location and condition of the property on offer. 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.**

The Conditions of Sale and site plans must be obtained from Room BO-21 A, Ground Floor, at the Municipal Head Office.

In order to take part in the bid, a registration fee in the amount of **N$14 000.00** must be paid as set-out in the Conditions of Sale document. The last day for the payment of the registration fee is Friday, **22 September 2023** before 15:00 in cash at the Cashiers. EFT payment or direct bank deposits must indicate that it was paid to Council on/before Friday, **22 September 2023** and subsequently reflect on Council's bank account.

The pre-registration of bidders who have paid the registration fee, commences on **Monday, 14 August 2023 until Friday, 22 September 2023**. Bidders must visit the Property Section.

The sale will take place on Friday, **29 September 2023** in the **Training Room**, Municipal Head Office. Door opens for registration at 07:30 and will continue until 08:30. All bids must be placed in the respective boxes before 08:45.

The submission of bids must comply with the process prescribed in the Conditions of Sale document and the property will be allocated to the highest qualifying bidder and therefore in chronological as order listed per erf, on the basis of 1 erf per person (married couples are regarded as one person irrespective of the marital regime) / entity.

✓ Compulsory Condition: Proof of financing from a banking institution must be provided and attached to the bid form on Friday, **29 September 2023.**

The prospective purchaser or duly appointed proxy must attend the registration for the sale in person on **29 September 2023**, with the necessary documents and proof of financing.

Enquiries:

Ms F Namukwambi 064-4104215 fnamukwambi@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 property and reserves the right to withdraw any or all the erven from the closed bid sale.

NOTICE NO: 48/2023

Mr A Benjamin, Chief Executive Officer

1. COUNCIL'S AUCTIONEER

1.1 The General Manager: Corporate Services and Human Capital or if absent, the Manager: Corporate Services or if absent, the Corporate Officer (Properties) shall be Council's auctioneer and in charge of the arrangements and proceedings.

1.2 It shall be the duty of the auctioneer to adjudicate or decide on disputes or if there is confusion on the interpretation of a clause or condition.

1.3 The decision of the auctioneer shall be final on the day of the sale.

1.4 The auctioneer may consider the input of the majority of the qualified bidders participating in the bid in order to reach a decision.

2. PROPERTY DESCRIPTION

Council intends to sell the property located at 4 Kuhnast Street, known as the Municipal Staff flats on Erf 3620, Swakopmund. The property is zoned "General Residential".

Erf 3620, Swakopmund is 2560 m2 in extent. The property has a zoning of "General Residential" with a density 1:250 m².

The property has boundary walls, paving and consists of four flats. Three of the flats have single garages and one have a double garage. Each flat consists of a lounge, kitchen with built in cupboard, two bedrooms with built in carboard and 1 bathroom.

The improvements consist of cement bricks, asbestos roof covering, Celotex ceilings, wooden window frames with ceramic floor tiles. The building is 35 old years and need renovations on the inside and outside.

Also refer to the voetstoots clause, Clause 5.4 below.

3. PAYMENT OF REGISTRATION FEE

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

3.1 A refundable registration fee in the amount of **N$14 000.00** per bidder is payable to the Swakopmund Municipality in order to participate. The last date for the payment of the registration fee is **Friday, 22 September 2023** before **15:00** at the Cashiers. EFT payment or direct bank deposits must indicate that it was paid to Council on/before Friday, **22 September 2023** and subsequently reflect on the Municipality's bank account.

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	:	Name and surname of prospective bidder (or name of the entity)

Please e-mail proof of payment whether by EFT or direct deposit to payments@swkmun.com.na and fnamukwambi@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) *If you are bidding on behalf of an entity, ensure that your entity's name is reflected as it appears on the registration documents and if you are bidding in your personal name that your initials and surname matches your names and surname as it appears on your ID.*

(b) *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.*

(c) *The Cashiers close at 15:00 on* Friday, **22 September 2023**.

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

(e) *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 the property be allocated, 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.

If a transaction is cancelled for any reason after the property is allocated, all moneys paid to the Municipality of Swakopmund shall be forfeited, including the **N$ 14 000.00** registration fee.

3.3 Unsuccessful Bids

Should the bid be unsuccessful, the registration fee must be claimed by completing the refund form attached as **Annexure "C"** and attaching the proof of payment copy of ID and confirmation from financial institution that the account exists. This form must 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 (account confirmation is required). No cash refunds will be done.

4. BID PROCEDURE ON DAY OF SALE

4.1 Registration of Bidders

Registration of bidders starts at 07:30 on Friday, **29 September 2023** at the **Training Room** in Municipal Head Office. The doors close at 08:30. If a queue forms outside the venue, all persons in the queue at 08:30 will be accommodated.

The original receipt and proof of financing must be available for verification purposes. Whereafter **1 blank bid form** will be issued. Please have **1 copy of the following documents** and attached these to the bid form:

- Copy of the Municipal Receipt (original must be available for verification purpose)
- ID and ID of spouse if applicable
- Marriage Certificate (if applicable)
- Registration Document of Entity (if bid is submitted in the name of an entity)
- Proof of Financing from a registered bank to acquire the property such as "pre-approval".
- Proxy if applicable.

Depending on attendance and the finalization of the registration process no bids will be accepted after 08:45.

The submission of bids is detailed in point 4.3 below.

4.2 **Closing Date and Time**

The closing date and time for submitting the bids is **Friday, 29 September 2023** at **08:45**. 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 Room** at 07:30 on Friday, **29 September 2023**.

Bidders must place their completed municipal bid form in **the box** provided for the property. The Municipality does not accept any responsibility for bids placed in incorrect boxes, and bids found in the incorrect boxes after allocation has started will be disqualified.

4.3.1 The upset price for the respective property is indicated in Notice 48/2023, page 3 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. Also see 6.2 in this regard. **No changes to the name will be permitted.**

Therefore clearly state the correct entity name or names and surname on the bid form.

4.4 **Opening of Bids**

4.4.1 Attendance at the opening of the closed bids on Friday, ***29 September 2023*** *at the* ***Training Room 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 Bids will be opened per erf and all qualifying bids will be listed per erf.

4.4.3 **Allocation:** The property will be allocated to the highest qualifying bidder listed chronologically as per Notice 48/2023 based on one erf per person / entity. After allocation the purchaser is required to sign the declaration of sale. If the allocation is declined or disqualified, thereafter to the next qualifying bidder listed.

After allocation the purchaser is required to sign the declaration of purchase before leaving the venue.

Allocation is 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.*

4.4.4 **Deadlock:** In the event that a deadlock arises, i.e. two or more successful bidders offer the same price for the property; 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 property.

4.4.5 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.

4.4.6 If a bidder submits multiple bids on the property, only the highest offer will be considered and all lower 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 (also see clause 6.1 below).

4.5 **Disqualification of Bids**

The following will result in bids being disqualified:

4.5.1 Bids not submitted on a duly completed bid form.
4.5.2 Bids for amounts lower than the upset price.
4.5.3 If attending the closed bid sale on behalf of a bidder and no written proof of authorization / power of attorney can be presented by the proxy on behalf of a successful bidder.
4.5.4 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.
4.5.5 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..
4.5.6 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.
4.5.7 If the entity must still be incorporated.
4.5.8 Non-compliance with any other condition contained in the Conditions of Sale document.

4.6 **Signing of the Deed of Sale**

Council's standard Deed of Sale based on the conditions of sale will be completed 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 deed of sale is deemed to have been received 2 days after it was posted or e-mailed to the postal address or e-mail address). **Failure to return the duly signed deed of sale 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 Council's **Standard Deed of Sale, Property Policy, Conditions of Establishment of the relevant extension, Town Planning Scheme, Structure Plan as well as the special conditions 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 Friday, **29 September 2023.**

5.3 **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 so calculated on the municipal valuation of the erf.

5.4 **Voetstoots**

The property will be sold "voetstoots" and "as is" and in the condition it presently is or shall be at the date of sale. Council gives no warranty or guarantee, whether express or implied, oral or tacit, as to the condition or 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.

5.7 **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 commencement of the sale proceedings, as no other arrangement will be accepted than indicated herein.

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 January 2024**.

5.7.1 **Cash:**
To be received by the Municipality not later than **15:00 on Monday, 29 January 2024**.
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.

5.7.2 **Electronic Fund Transfer:**
Purchasers may make payment by way of EFT bearing in mind that funds do not always reflect on the bank account immediately. Payment 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 January 2024**. 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.

5.7.3 **Cancellation:**
Should an acceptable written bank guarantee not be received by the Municipality's attorneys by **Monday, 29 January 2024.** The transaction is cancelled without the need to demand performance from the purchaser.
The property 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 options in 5.7.1 or 5.7. 2 above be used, proof of payment must be e-mailed to: Ms F Namukwambi at fnamukwambi@swkmun.com.na and to payments@swkmun.com.na. The Municipal Bank Details are quoted under point 3.1 of this document. Please quote the erf number and name of the purchaser as reference.

5.7.4 **Bank Guarantee issued by a Registered Bank only**
An acceptable 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 January 2024**.

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.

5.7.4.1 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 January 2024*** *at the prime lending rate of the Swakopmund Municipal Council's bank as at* ***Friday, 29 September 2023*** *and so calculated from* ***Monday, 29 January 2024****, 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.

5.7.4.2 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).

5.7.5 **Cancellation:**
Should an acceptable bank guarantee not be received by the Municipality's attorneys by **Monday, 29 January 2024** the transaction is cancelled without the need to demand performance from the purchaser. **The property will then be offered for sale to the next qualifying bidder in terms of Clause 5.8, at the Municipality's discretion.**

5.7.6 **Penalty Interest:**
Should an acceptable bank guarantee have been received by **Monday, 29 January 2024** but the transfer of the property has not been registered by **Monday, 29 January 2024** the transaction will proceed but the purchase price shall attract interest with effect from **Monday, 29 January 2024** calculated at a rate per annum equal to the prime lending rate of the Municipality's bank as on **Friday, 29 September 2023** and calculated so until the date of transfer.

5.7.7 The purchaser may only take possession of the property once it has been transferred into the name of the purchaser.

5.8 **Allocation of the Property to the Next Qualifying Bidder**

All qualified bidders will be listed per erf. In the event of the cancellation of a transaction, the following procedure will apply:

5.8.1 The property will be offered to the next qualifying bidders sequentially. The first to accept the offer, must confirm in writing that he/she/it wants to purchase the property within 10 days from the date that the offer was made failing which the property will be offered to the following qualifying bidder.

5.8.2 A new 'Declaration of Purchase' will be forwarded to the next 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 A person may not bid on the 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.

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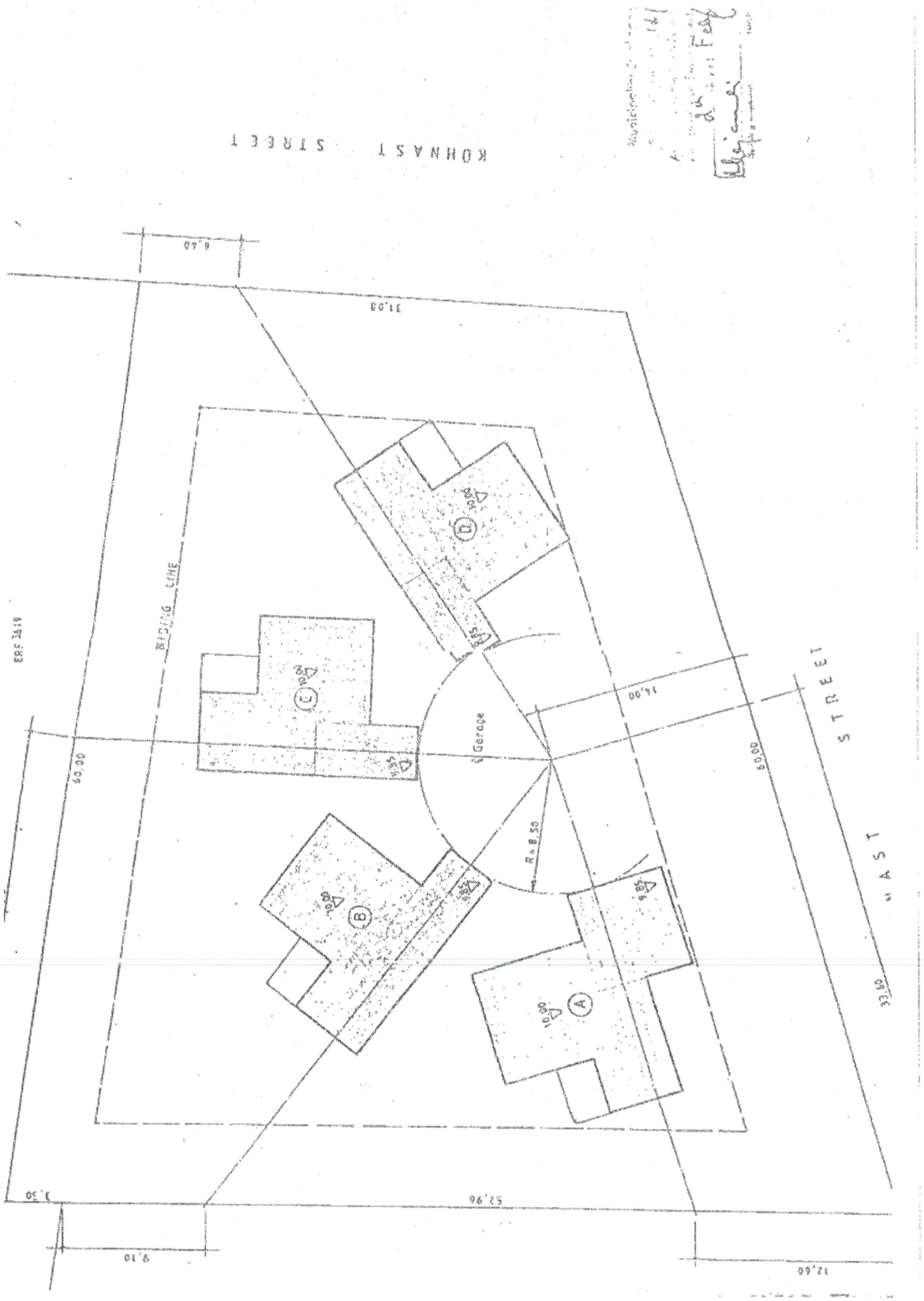
KOHNAST STREET
BIDING LINE
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52.96
12.60
33.60
6.40
9.10
3.50

ANNEXURE "A"

Erf 3620, Swakopmund

Requirements in terms of Town Planning Amendment Scheme 12

GENERAL BUSINESS

1. **Colour Notation:** Blue fill
   Primary Uses: Shops, Office Buildings, Parking Garages, Licensed Hotels, Block of Flats, Residential Buildings,
   Consent Uses: Service Stations, Service Industry, Place of Assembly, Place of Amusement, Institutional Buildings, Drive Inn Cafés, Funeral Parlours and Chapels, Warehouses, Liquor Stores, Pensions, Bed and Breakfast, Launderettes, Dry Cleaners

2. **Land Use Restrictions**

2.1 Coverage

In this zone the coverage shall not exceed the following percentages:

Blocks of flats	70%
Licensed hotels, Pensions and Residential Buildings	70%
Shops, Offices	85%
Office Buildings	85%
Institutional Buildings	70%
Parking garages	85%
Service stations, service industries and warehouses	70%

2.2 Bulk

No building shall be erected, altered or extended so as to exceed the bulk applicable for that type of building provided that the total bulk factor for the erf shall not exceed 2.0.

Blocks of flats above the ground floor	1,20
Licensed hotels and residential buildings	1,20
Shops, offices	2,00
Office Buildings	2,00
Places of instruction, places of public worship and places of assembly	1,00
Institutional buildings, service stations and light industrial buildings	1,00
Parking garage	2,00

2.3 Height control

No building in this zone shall be erected so as to exceed a height of 13 metres.

Provided that:

(i) a height relaxation up to a maximum building height of 16 metres may be permitted with special consent of the Council.

(ii) except for architectural features, no height relaxation be permitted within the conservation area.

2.4 Building lines

(a) **Street boundary**

(i) All buildings, except service stations, may be erected on the street boundary.
(ii) residential units on ground level must be set back at least 3 metres.

(b) **Side boundaries**

(i) Buildings may be erected on the side boundary.

Side boundaries for service stations will be according to Clause 10 of this Scheme.

(c) **Rear boundaries**

(i) 3 metres from any rear boundary;

(d) **Basements**

Where a basement is below ground level the building line requirements need not be complied.

(e) Notwithstanding the provisions of sub-paragraph (a), (b) and (c) above the Council may subject to any conditions it may deem necessary, relax the building line restrictions.

(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 Projections

(a) In this zone projections over streets and building lines, excluding advertising signs approved by the Council in accordance with the provisions of any other law, shall be limited to minor architectural features and one cantilevered open canopy which may be erected to within 0,5 metres of the pavement edge or 2,5 metres from the front of the building whichever dimension is the lesser, provided that no portion of any projection shall be less than 2,5 metres above the pavement level land there shall be no access from the buildings to the canopy.

(b) The following conditions, excluding advertising signs and cantilever slab projections approved by the Council in accordance with the provisions of any other law, shall apply to all to other projections over building lines applicable in this zone:

(i) Projections shall not protrude more than 1 metres over the street boundary;

(ii) balconies may extend in length up to 60% of the total length of the façade (per floor) from which they project if no other projections are planned for that façade;

(iii) each separate bay window shall not exceed 3 metres in length;

(iv) balconies shall only be enclosed by a dwarf wall, railing or similar structure not exceeding 1,5 metres in height above the floor level of the balcony, and

(v) any projection, roof or hood over the balcony shall be cantilevered.

2.6 Provision for on-site 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 D1:

TABLE D1: Provision of Parking

Residential buildings	1 per dwelling unit
Hotels Pension & Bed & Breakfast	1 per 50m² of floor area A minimum of 2 plus1.5 per room
Shops and Offices	1 per 33,33m² of floor area, or as arranged with Council according to Clause 8:D/7/2
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
Institutional	1 per 2 beds or as determined by Council
Service Stations	At least one parking bay per 50 m² of the total floor area provided that the parking bays be clearly indicated for visitors.
All other uses	1 per 33,33m² of floor area

The parking requirements, subject to the specified use zoning, shall be calculated as set out in column (2) of Table D1 and that the number of parking bays thus obtained, shall be rounded off to the nearest integer

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

(c) 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.

(d) The site to be provided for parking in terms of this clause shall not be used for the purpose of exhibition, sale, repair or maintenance of vehicles or for any purpose other than the parking of vehicles.

2.7 Non-Conforming Uses on Premises

Before a registration certificate or licence of the Council is issued in respect of any premises for which there is no current licence at the date of coming into force of these provisions, or when additions or alterations are made to any building in this zone all the buildings on the site which a licence is being issued for or which are altered, shall be made to comply with the provisions of this Scheme, the regulations of the Council and any other laws which may be applicable.

2.8. Erection of Blocks of Flats and Residential Buildings

Except with the special consent of the Council blocks of flats and residential buildings other than a licensed hotel in this zone may only be erected above the ground floor.

2.9. Additional access provisions

(a) the vehicular access and exit ways to and from the premises of a service station or public garage shall, where they cross the road boundary, be more than 10 m wide, and a wall at least 100 mm thick and 200 mm high shall be erected on the erf boundary between the points of access and exit. The wall shall be continued along such boundary unless the premises are otherwise enclosed. The vehicular access and exit ways to and from motor vehicle fuel pumps shall be restricted to one each for every continuous stretch of frontage of 30 m which the premises whereon such pumps are erected have on the boundary of a public street or public road.

(b) In an urban area the vehicular access and exit ways to and from the premises of a service station or public garage, where they cross the road boundary, shall:

(i) be not less than 30 m from the point nearest to where a declared road, proclaimed road or prospective main road intersects any other road of a like status, or the nearest point of an intersection where traffic is controlled, or is proposed to be controlled, by a traffic signal or traffic island;

(ii) be not less than 1,5 m from the side boundary of the premises, or

(iii) in the case of an intersection other than one referred to in paragraph (i), if the corner of the intersection is not splayed, be not less than 10 m from such corner, or if the corner at the intersection is splayed, be not less than 10 m from such corner or 5 m from the point where the line of splay meets the road boundary, whichever is the greater distance from the corner.

2.10. Additional enclosure provisions

(a) Any part of the premises of a service station or public garage which is used for the storage of disused motor vehicles or parts of motor vehicles, empty containers such as oil drums and packing cases, or any other scrap whatsoever, or for the assembly, repair, painting or dismantling of motor vehicles shall, unless it is enclosed by buildings at least 2 m high, be enclosed with a suitable brick or concrete screen wall at least 2 m high.

GENERAL RESIDENTIAL 2

1. **Colour Notation:** Red Hatch
   Primary Uses: Dwelling House/s, Block of Flats, Townhouses
   Consent Uses: Place of Public Worship, Resident Occupation, Bed and Breakfast, Pensions, Residential Buildings.

2. **Land Use Restrictions**

2.1 Coverage

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

2.2 Bulk

The maximum bulk for all buildings in this zone is 1.

2.3 Minimum Erf Sizes

(a) The minimum prescribed erf sizes for this zone are as follows:

Minimum Erf Size	Townhouses	Residential buildings and blocks of flats
Minimum area of site	900m²	1 000m²

(b) Notwithstanding the conditions in sub-paragraph (a) above the Council may in certain cases, beyond the control of the applicant, give its special consent for the erection of a block of flats or residential building on an erf smaller than the prescribed area in sub-paragraph (a) above.

(c) Save with the consent of the Council erven smaller than 1 000m² may be used for the erection of Residential Buildings or Block of Flats within the following areas:

(i) Swakopmund
South of Bahnhof Street, west of Lüderitz Street and north of Rhode Allee / Cordes Street / Swakop Street.

(ii) Tamariskia

(iii) Mondesa

2.4 Density Control:

(a) No building in the General Residential 2 Zone shall be so erected that the number of dwelling houses and dwelling units on an erf exceeds the number specified in Table C1 for the density zone in which the erf is situated.

TABLE C1: 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.

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 C2:

TABLE C2: Provision of Parking

Dwelling Houses	As determined by Council.
Other Residential Buildings	1 per dwelling unit
Hotels	1 per 50m² of floor area
Youth Organisation Erven	1 per 10 members/residents; min: 4 bays
Pension & Bed & Breakfast	A minimum of 2 plus 1.5 per room
All other uses	As determined by Council

The parking requirements, subject to the specified use zoning, shall be calculated as set out in column (2) of Table C2 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) or 100 m² whichever is the most restrictive, and may be erected separately from the main building.:

(c) Parking may be provided in basements or erected elsewhere on the site and is excluded in the calculation of the maximum floor are, but in the case where garages are erected outside the buildings, the area is included in the calculation of the coverage.

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

(e) 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 Height control

Except with the special consent of the Council no building in this zone may exceed a height of 8 metres.

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.

2.7 Building lines

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

(i) 5 metres from any street boundary;

(ii) 3 metres from any rear boundary;

(iii) 3 metres from any side boundary; and

(iv) 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) 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.

(d) 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.

Annexure "C"

MUNICIPALITY OF SWAKOPMUND

APPLICATION FOR REFUND OF REGISTRATION FEE BY UNSUCCESSFUL BIDDER

CLOSED BID SALE OF MUNICIPAL FLATS

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:

Electronic Funds Transfer (EFT)	☐

Please ensure you attach the original receipt, copy of your ID and confirmation of your bank account 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 (please provide confirmation from your bank that the account listed under point 5 above is in your name).
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.

....

Date Signature

_____

Official stamp – date received