

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 14 AUGUST 2024**

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11.1.16 **SUBDIVISION OF PORTION 166 (A PORTION OF PORTION B) OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41 INTO PORTION 186 AND REMAINDER AND TOWNSHIP ESTABLISHMENT ON THE REMAINDER OF PORTION 166, SWAKOPMUND AND PORTION 186, SWAKOPMUND**
(C/M 2024/09/03 - 16/1/4/1/4)

Ordinary Management Committee Meeting of 14 August 2024, Addendum **8.10** page **175** refers.

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

1. **Purpose**

The purpose of this submission is to obtain the Council's approval for the subdivision of Portion 166, Swakopmund into Portion 186 and the Remainder and township layouts that have been designed and the Council's permission to proceed in terms of Sections 63, 87, 105(b) & 114(b) of the Urban and Regional Planning Act (Act 5 of 2018) for township establishments on the Remainder of Portion 166, Swakopmund and on Portion 186, Swakopmund and the accompanying amendment of the Swakopmund Zoning Scheme.

2. **Introduction and Background**

Taking the current annual Swakopmund population growth rate at 6.3%, the Swakopmund Municipality is being proactive in planning for the subdivision and zoning of more land for urban development. A large area comprising fourteen portions of land was designated for this purpose. Each portion has been designed to fit into a large-scale master plan for the area. Portion 166, Swakopmund is planned for residential development to keep up with the ever-growing housing demand and ensure a sufficient supply of residential erven in the town.

Council at its Ordinary Meeting held on the **30th August 2021** under Item Number 11.1.15, resolved to assign development options and hierarchy for Portions 165 - 176, portions of Portion B of the Swakopmund Town and Townlands Number 41.

The location of these portions on the northern side of the urban area is shown in the attached locality plan (**Annexure B**). The aforesaid decision has been amended by Council Resolution Number (C/M 2022/01/27-16/1/4/2/1/14) under Item Number 11.1. 2. These Council decisions are attached in **Annexure A**

Upon completion of a layout design on Portion 166, Swakopmund, the yield has been more than what is desired for a township. The high portion yield necessitated the split of the portion into two to create two distinctive townships, resulting in the creation of Portion 186, Swakopmund.

It is for this reason that Portion 166, Swakopmund is being subdivided into Portion 186 and the Remainder and township establishments are proposed on the Remainder of Portion 166, Swakopmund and on Portion 186, Swakopmund. This will enable the Council to seek approval of the subdivision and township establishments from the Urban and Regional Planning Board (URPB).

3. **Locality, Zoning, Use and Size**

Portion 166, Swakopmund (a portion of Portion B) of the Swakopmund Town and Townlands Number 41 is zoned “undetermined”. It is semi-rectangle in shape and lies south of Portion 165, east of Portion 181 (street), north of Portion 169 and west of the Bypass as depicted on the attached locality plan. The portion is currently vacant, and it is 36.2 Hectares in extent.

Portion 186, Swakopmund lies on the north of the Remainder of Portion 166, Swakopmund as depicted on the attached locality plan.

4. **Ownership**

The ownership of Portion 166, Swakopmund (a portion of Portion B) of the Swakopmund Town and Townlands No. 41 vests in the Municipal Council of Swakopmund as per the Certificate of Registered Title (CRT) No. 1146/2022. Proof of ownership is attached as **Annexure E**.

5. **Land tenure and Swakopmund Structure Plan 2020 - 2040 Provisions**

The designated area has been planned as a whole taking into account the recommendations of the Swakopmund Structure Plan 2020 - 2040. Different portions within the designated whole have been planned to fit into and contribute to a structure that has business and working areas, institutional sites sufficient for the expected large population (schools, churches), a central pedestrian and traffic distribution corridor and a range of residential erven suitable for the anticipated demand.

In terms of the Swakopmund Structure Plan 2020 - 2040, Portion 166, Swakopmund falls within Zone H3, which is reserved for the flexible land tenure right of ownership or high-density residential. Under the Flexible Land Tenure Act, housing associations must be formed which would then negotiate with the Swakopmund Municipal Council for block erven or landhold plots. Apart from the “general residential” land use zone, the current Swakopmund operative Zoning Scheme does not make provision for flexible land tenure zoning. Upon careful consideration of this option, it is deemed that the more appropriate route to follow is the more direct route of making available individual erven for settlement by individual households. This has been the route other local authorities have followed when an area is being settled from scratch. It leads to full freehold land registration with little to no complications.

It has been on that basis that high-density residential townships have been designed and designated on the Remainder of Portion 166, Swakopmund and on Portion 186, Swakopmund.

6. **Need and Desirability**

Swakopmund, like many other towns in Namibia, is not spared the challenge of high demand for serviced land, particularly for housing development. Council needs to plan in order to meet this demand as well as to make sure that there is a balanced spatial distribution of all land uses that are in demand. There is a need to ensure that the supply of serviced land, particularly residential land can contain the ever-growing population of the town.

The number of erven that have been planned for Portion 166, Swakopmund is more than what should be contained in a single township according to

the practises adopted by the Urban and Regional Planning Board (URPB). Due to such high yield, and to avoid delays that might be created by the URPB, it is desirable to subdivide the portion into two portions and hence two townships.

The establishment of townships on the Remainder of Portion 166, Swakopmund and on Portion 186, Swakopmund are necessary due to the demand for erven for high-density residential development and to cater for additional formal housing, prevent further increase in housing backlog and informal settlements.

The Swakopmund Municipality desires to be proactive and pave the way for ensuring that the housing demand is met at all levels by proceeding with all the statutory requirements in advance to facilitate a speedy land delivery process. The statutory processes take most of the time and the earlier this is started, the better the chance of expediting land delivery. Hence, the Council desires to combat a slow land delivery process by ensuring that spatial planning is always ahead of the future demand for formal housing at all income levels with supportive land uses.

The Swakopmund Municipality desires to see that the majority of residents have some form of proper housing sooner rather than later. The proposed development will accommodate various types of housing, predominantly for the low-income segment of society. The new townships on the Remainder of Portion 166, Swakopmund and Portion 186, Swakopmund are desirable and will have no significant negative social and environmental impacts as they cater for additional housing and will eliminate the short supply of housing.

7. **Environmental Clearance**

An Environmental Impact Assessment study will be undertaken after Council consideration of the proposed township on the Remainder of Portion 166, Swakopmund and on Portion 186, Swakopmund. This will ensure that an Environmental Clearance Certificate (ECC) is obtained before application to the Urban and Regional Planning Board.

8. **Access**

The formal access to the Remainder of Portion 166, Swakopmund and Portion 186, Swakopmund is obtained from Portion 181, Swakopmund (street).

9. **Topography**

The Remainder of Portion 166, Swakopmund and Portion 186, Swakopmund are relatively flat with a gradient ranging from 1:60 to 1:100. See the subdivision and contour plan attached as **Annexure D**. Vegetation is limited with only a small number of shrubs being found on the portions.

10. **Service Infrastructure**

Apart from the Henties Bay Bypass situated on the eastern border of Portion 166, Swakopmund, there is no municipal infrastructure on or in the vicinity of the site.

11. Proposed Development

The proposed development is indicated in the attached layout plans in **Annexure C**. It comprises a range of erf sizes focussed on smaller-sized sites that would be more affordable for lower-income households as well as complementary land uses, particularly two institutional sites for possible crèche or church. The range of residential erven provides for choices and contributes to balanced viable developments. The design is conscious of the need to supply residential erven and is aimed at achieving the Swakopmund Structure Plan 2020 - 2040, immediate, short- and long-term objectives.

The proposed layouts comprise 470 erven with six different land uses and streets. The number of erven and proposed land uses are as follows:

Remainder Of Portion 166, Swakopmund	Portion 186, Swakopmund
202 "Single Residential" Erven	250 "Single Residential" Erven
3 "General Residential" Erven	2 "General Residential" Erven
3 "General Business" Erven, And	1 "General Business" Erven
1 "Parastatal" Erven,	2 "Institutional" Erven,
3 "Public Open Spaces".	2 "Parastatal" Erven, And
	1 "Public Open Spaces".

11.1 Design Features

The Remainder of Portion 166, Swakopmund and Portion 186, Swakopmund were planned as part of a far larger northern extension of Swakopmund laid out on fourteen portions of Portion B of the Swakopmund Town and Townlands Number 41, namely, Portion 165, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 180, 181 and 185, Swakopmund.

The layouts have been designed so that the physical attributes and the natural features of the terrain are considered to limit construction costs. In addition, existing land uses, and future communication networks have been considered as well.

11.2 Access and Street Width

11.2.1 Remainder of Portion 166, Swakopmund

The Remainder of Portion 166, Swakopmund is accessed via the activity corridor, Portion 181 (Street), that runs the length of the designated area linking it to the existing street network connecting to the Matutura extensions, and with connections northward and southwards into Portions 186, 187 and Remainder of 169, Swakopmund (proposed Prestige Valley Extensions 8, 9 and 12). Three roads will interconnect the township to its neighbourhoods. Of first priority is the road that links them to the activity corridor Portion 181, Swakopmund. It is 25 metres in width. It starts at the upper western side of Portion 186, Swakopmund and terminates at the lower western side of the Remainder of Portion 166, Swakopmund. It further links to the internal street network of 13-metre-wide streets, northward and southwards to the adjacent township layout. A 20-metre street and two other short streets provide a southward linkage to the surrounding layouts. All street junctions are T-junctions. This is done as a traffic control measure to create safer streets for inhabitants. The street lengths constitute 2.2 kilometres and are 48 342m² in extent.

11.2.2 *Portion 186, Swakopmund*

Portion 186, Swakopmund is accessed via the activity corridor, Portion 181 (Street), that runs the length of the designated area linking it to the existing street network connecting to the Matutura extensions, and with connections northward and southwards into the remainders of Portions 165 and 166, Swakopmund (proposed Prestige Valley Extensions 11 and 13). Three roads will interconnect the townships to their neighbourhoods. Of first priority is the road that links it to the activity corridor Portion 181, Swakopmund. It is 25 metres in width. It starts at the upper western side of Portion 186, Swakopmund and terminates at the lower western side of the Remainder of Portion 166, Swakopmund. It further links to the internal street network of 13-metre-wide streets, northwards to the adjacent township layout. The 15-metre streets provide a northward linkage to the surrounding layouts. With only four exceptions, all street junctions are T-junctions. This is done as a traffic control measure to create safer streets for inhabitants. The street lengths constitute 3.6 kilometres and are 48 794m² in extent.

11.3 **Infrastructural Provision**

11.3.1 *Remainder of Portion 166, Swakopmund*

Municipal infrastructure services provision required will be provided by an extension of the existing networks.

11.3.2 *Portion 186, Swakopmund*

Municipal infrastructure services provision required will be provided by the extension of the existing networks.

11.4

11.5 **Residential sites**

11.5.1 *Remainder of Portion 166, Swakopmund*

Most erven range from 300m² to 500m² in size, so that they achieve the Council's desired housing supply and increased affordability for the targeted households planned for the township. They are to accommodate the large numbers of households in need of affordable housing options and to make provision for extended families. The majority zoning is proposed to be "residential" with a density of one (1) dwelling per 300m² (1:300).

The street design allows for identification by residents of local neighbourhoods and minimises vehicle traffic flows through these neighbourhoods. Some extra level of peace and security is planned by these street designs.

There are three "general residential" sites along the 25-metre-wide street to benefit from its convenience and to support its usage. A density zoning of one (1) dwelling per 100m² (1:100) is suggested for the general residential area.

11.5.2 *Portion 186, Swakopmund*

Most erven range from 300m² to 400m² in size, so that they achieve the Council's desired housing supply and increased affordability for the targeted households planned for the township. They are to accommodate the large numbers of households in need of affordable housing options and

to make provision for extended families. The majority zoning is proposed to be “residential” with a density of one (1) dwelling per 300m² (1:300).

The street design allows for identification by residents of local neighbourhoods and minimises vehicle traffic flows through these neighbourhoods. Some extra level of peace and security is planned by these street designs.

There are two “general residential” sites along the 25-metre-wide street to benefit from its convenience and to support its usage. A density zoning of one (1) dwelling per 100m² (1:100) is suggested for the general residential erven.

11.6 Institutional sites

11.6.1 Portion 186, Swakopmund

Two institutional sites have been created, being reserved for churches or charitable organisations seeking to provide support to the future residents of the proposed township. They both have fairly direct access to the activity corridor and major external street layouts.

11.7 Business sites

11.7.1 Remainder of Portion 166, Swakopmund

Six business sites forming a node have been created for small-scale convenience shops while most business areas have been created along the activity corridor on Portion 167, 168 and Remainder of Portion 169, Swakopmund, which is adequate to serve the proposed township on the Remainder of Portion 166, Swakopmund. Given the number of business sites in proximity, it was not necessary to replicate these business centres.

To ensure development on these sites are compatible to the residential area setting, a bulk of 1.0 is proposed.

11.7.2 Portion 186, Swakopmund

A business site has been created for a small-scale convenience shopping complex while most business areas have been created along the activity corridor on Portion 167, 168 and the Remainder of Portion 169, Swakopmund, which is adequate to serve the proposed township on Portion 186, Swakopmund. Given the number of business sites in proximity, it was not necessary to replicate these business centres.

To ensure development on this site is compatible to the residential area setting, a bulk of 1.0 is proposed.

11.8 Parastatal and Local Authority

11.8.1 Remainder of Portion 166, Swakopmund

Two sites have been earmarked to accommodate the Erongo RED services infrastructure, as requested for by that organisation.

11.8.2 Portion 186, Swakopmund

A site has been earmarked to accommodate the Erongo RED services infrastructure, as requested for by that organisation.

11.9 Public Open Space (POS)

11.9.1 Remainder of Portion 166, Swakopmund

The “public open spaces” and streets constitute totals of 28 942m² and 49 057m² which is 15.5% and 26.3%, respectively, of the township area. This area is supplementing the surrounding townships as they have been planned as a unit.

Conveniently located multifunctional public open space sites have been created for extensive recreational activities. The two large “open spaces” located on the northern side of the township were created in conformity with the natural drainage system. They will continue to serve the same purpose, act as a pedestrian access and contribute to improved surveillance. Their location conforms to the minimum standard of no more than five minutes’ walk to a local park.

The layout design has oriented local residential streets so that they lead directly to the open spaces. This makes the open spaces more functional for pedestrian movements between different internal neighbourhoods.

11.9.2 Portion 186, Swakopmund

The “public open space” and streets constitute totals of 2 362m² and 48 342m² which is 1.3% and 27.4%, respectively, of the township area. This area is being supplemented by “public open spaces” in the surrounding townships as they have been planned as a unit.

A conveniently and centrally located multifunctional public open space site has been created for extensive recreational activities. Its location conforms to the minimum standard of no more than five minutes’ walk to a local park.

12. Township Name

The proposed townships on the Remainder of Portion 166, Swakopmund and on Portion 186, Swakopmund will be called “Prestige Valley Extension 11” and “Prestige Valley Extension 12”, respectively, as they have been endorsed by the Surveyor General’s Office. See Annexure F.

13. Conditions of Establishment

The following are the proposed conditions of the establishment.

- A. *The following conditions shall be registered against the title deeds of all erven except those are zoned as “Public Open Space” and those are zoned “Local Authority”:*

The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act (Act 5 of 2018).

- B. *The following conditions shall be registered against the title deeds of “Residential” zoned erven:*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least two (2) times the municipal valuation of the erf;

- C. *The following conditions shall be registered against the title deeds of "Institutional" zoned erven:*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least one (1) times the municipal valuation of the erf;

- D. *The following conditions shall be registered against the title deeds of "Business" and "General Residential" zoned erven:*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf;

14. **Financial implications**

The proposed township establishments are subject to application fees, an environmental assessment study, surveying, and registration costs.

The Urban and Regional Planning Board's application fees will be N\$7 187.50 and the environmental impact assessment exercise is expected to be within N\$250 000.00 (for the whole designated area) while the surveying cost is estimated to be approximately N\$300 000.00. registration cost is unknown at the moment, but it is anticipated to be lower than the surveying cost.

Apart from the environmental impact assessment study, which is separately budgeted

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

RECOMMENDED:

- (a) **That the subdivision of Portion 166, Swakopmund into Portion 186 and Remainder be approved.**
- (b) **That the Need and Desirability for the township establishment on the Remainder of Portion 166, Swakopmund and Portion 186, Swakopmund be approved.**
- (c) **That approval be granted for the application to be made in terms of Section 63, 87, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 5 of 2018) for the subdivision of Portion 166, Swakopmund into Portion 186 and Remainder of Portion 166, Swakopmund and the establishment of "Prestige Valley Extension 11" and "Prestige Valley Extension 12" on the Remainder of Portion 166, Swakopmund and Portion 186, Swakopmund, respectively, as shown on the attached subdivisional layout plans.**
- (d) **That the subdivisional township layout plans and their zonings shown on the layout plans tabled at the meeting be approved.**

- (e) That the "residential" erven in "Prestige Valley Extension 11" and "Prestige Valley Extension 12" be designated for settlement of low-income households at a density zoning of 1:300m².
- (f) That a density zoning of 1:100m² be allocated for "general residential" erven in "Prestige Valley Extension 11" and "Prestige Valley Extension 12".
- (g) That "business" erven in "Prestige Valley Extension 11" and "Prestige Valley Extension 12" be assigned a bulk zoning of 1.0;
- (h) That the conditions of Establishment be as follows:
- (i) *The following conditions shall be registered against the title deeds of all erven except those that are zoned as "Public Open Space" and those that are zoned "Local Authority":*

The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).

- (ii) *The following conditions shall be registered against the title deeds of "Residential" and zoned erven:*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least two (2) times the municipal valuation of the erf;

- (iii) *The following conditions shall be registered against the title deeds of "Institutional" zoned erven:*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least one (1) times the municipal valuation of the erf;

- (iv) *The following conditions shall be registered against the title deeds of "General Residential" and "Business" zoned erven:*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf;

- (i) That the General Manager Engineering and Planning Services Department proceed with the necessary statutory processes to have the township "Prestige Valley Extension 11" and "Prestige Valley Extension 12" established.
 - (j) That the General Manager Engineering and Planning Services Department be authorized to make minor changes to the layout, to accommodate infrastructure, improve layout dimensions or meet the Urban and Regional Planning Board requirements should it be necessary.
 - (k) That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27- 16/1/4/2/1/14.
-

**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

- 11.1.17 **SUBDIVISION OF PORTION 165 (A PORTION OF PORTION B) OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41 INTO PORTION 185 AND REMAINDER AND TOWNSHIP ESTABLISHMENTS ON THE REMAINDER OF PORTION 165, SWAKOPMUND AND PORTION 185, SWAKOPMUND**
(C/M 2024/09/03 - 16/1/4/1/4)

Ordinary Management Committee Meeting of 14 August 2024, Addendum **8.11** page **200** refers.

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

1. Purpose

The purpose of this submission is to obtain the Council's approval for the subdivision of Portion 165, Swakopmund into Portion 185 and the Remainder and township layouts that have been designed and the Council's permission to proceed in terms of Sections 63, 87, 105(b) & 114(b) of the Urban and Regional Planning Act (Act 5 of 2018) for township establishments on the Remainder of Portion 165, Swakopmund and on Portion 185, Swakopmund and the accompanying amendment of the Swakopmund Zoning Scheme.

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Taking the current annual Swakopmund population growth rate at 6.3%, the Swakopmund Municipality is being proactive in planning for the subdivision and zoning of more land for urban development.

A large area comprising fourteen portions of land was designated for this purpose. Each portion has been designed to fit into a large-scale master plan for the area. Portion 165, Swakopmund is planned for residential development to keep up with the ever-growing housing demand and ensure a sufficient supply of residential erven in the town.

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It is for this reason that Portion 165, Swakopmund is being subdivided into Portion 185, Swakopmund and Remainder and township establishments are proposed on the Remainder of Portion 165, Swakopmund and on Portion 185, Swakopmund. This will enable the Council to seek approval of the subdivision and township establishments from the Urban and Regional Planning Board (URPB).

3. **Locality, Zoning, Use and Size**

Portion 165 (a portion of Portion B) of the Swakopmund Town and Townlands Number 41 is zoned “undetermined”. It fits into and shaped by the boundaries of the northernmost corner of the designated area squeezed between the old Henties bay Road and the eastern Bypass. It lies south of Portion 48, east of the former Henties Bay Road, north and east of the street on Portion 181, north of Portion 166 and west of the new Henties Bay Bypass as depicted on the attached locality plan. The portion is currently vacant, and it is 36.7 Hectares in extent. Portion 185, Swakopmund lies on the southeast of Portion 165, Swakopmund as depicted on the attached locality plan.

4. **Ownership**

The ownership of Portion 165, Swakopmund (a portion of Portion B) of the Swakopmund Town and Townlands No. 41 vests in the Municipal Council of Swakopmund as per the Certificate of Registered Title (CRT) No. 1145/2022. Proof of ownership is attached as **Annexure E**.

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The number of erven that have been planned for Portion 165, Swakopmund is more than what should be contained in a single township according to the practises adopted by the Urban and Regional Planning Board (URPB). Due to such high yield, and to avoid delays that might be created by the URPB, it is desirable to subdivide the portion into two portions and hence two townships.

The establishment of townships on the Remainder of Portion 165, Swakopmund and on Portion 185, Swakopmund are necessary due to the demand for erven for high-density residential development and to cater for additional formal housing, prevent further increase in housing backlog and informal settlements.

It is the desire of the Swakopmund Municipality to be pro-active and pave the way for ensuring that the housing demand is met at all levels by proceeding with all the statutory requirements in advance so as to facilitate a speedy land delivery process. The statutory processes take most of the time and the earlier this is started, the better the chance of expediting land delivery. Hence, it is the desire of the Council to combat a slow land delivery process by ensuring that spatial planning is always ahead of the future demand for formal housing at all income levels with supportive land uses.

The Swakopmund Municipality desires to see that the majority of residents have some form of proper housing sooner rather than later. The proposed development will accommodate various types of housing, predominantly for the low-income segment of society. The new townships on the Remainder of Portion 165 and Portion 185, Swakopmund are desirable and will have no significant negative social and environmental impacts as it cater for additional housing and will eliminate the short supply of housing.

7. **Environmental Clearance**

An Environmental Impact Assessment study will be undertaken after Council consideration of the proposed townships on the Remainder of Portion 165, Swakopmund and Portion 185, Swakopmund. This will ensure that an Environmental Clearance Certificate (ECC) is obtained before application to the Urban and Regional Planning Board.

8. **Access**

The formal access to the Remainder of Portion 165, Swakopmund and Portion 185, Swakopmund is obtained from Portion 181, Swakopmund (street).

9. **Topography**

The Remainder of Portion 165, Swakopmund and Portion 185, Swakopmund are relatively flat with a gradient ranging from 1:60 to 1:100. See attached subdivision and contour plan (**Annexure D**). Vegetation is limited with only a small number of shrubs being found on the portions.

10. **Service Infrastructure**

Apart from the Henties Bay Bypass situated on the eastern border and the former Henties Bay road on the western border of Portion 165, Swakopmund, there is no municipal infrastructure on or in the vicinity of the site.

11. Proposed Development

The proposed development is indicated on the attached layout plans in **Annexure C**. It comprises of a range of erf sizes focussed on smaller sized sites that would be more affordable for lower income households as well as complementary land uses, particularly two institutional sites for possible schools or clinics. The range of residential erven to provide for choices and contribute to balanced viable developments. The design is conscious of the need to supply residential erven and is aimed at achieving the Swakopmund Structure Plan 2020 - 2040, immediate, short- and long-term objectives. It is also deemed the appropriate location for two school sites that would be accessible but not affected by business activities.

The proposed layouts comprise 387 erven with seven different land uses and streets. The number of erven and proposed land uses are as follows:

Remainder Of Portion 165, Swakopmund	Portion 185, Swakopmund
204 "Single Residential" Erven	168 "Single Residential" Erven
4 "General Residential" Erven, And	3 "Institutional" Erven
1 "Institutional" Erf	3 "Parastatal" Erven
	2 "General Business" Erven
	1 "Local Authority" Erf, And
	1 "Public Open Spaces"

11.1 Design Features

The Remainder of Portion 165, Swakopmund and Portion 185, Swakopmund were planned as part of a far larger northern extension of Swakopmund laid out on fourteen portions of Portion B of Swakopmund Town and Townlands Number 41, namely, Portion 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 180 and 18, Swakopmund.

The layouts have been designed in such a way that the physical attributes and the natural features of the terrain are taken into consideration to limit construction costs. In addition, existing land uses, and future communication networks have been considered as well.

11.2 Access and Street Width

11.2.1 Remainder of Portion 165, Swakopmund

The Remainder of Portion 165, Swakopmund is accessed via the activity corridor, Portion 181 (Street) linking it to the existing street network connecting to the Matutura extensions and with connections northward and southwards into Portions 185 and 186, Swakopmund (Prestige Valley Extension 12 and 14). Three roads will interconnect the township to its neighbourhoods. Of first priority is the road that links it to the activity corridor Portion 181, Swakopmund. It is 25 metres in width. It terminates fairly centrally by a T-junction onto a lengthy 15-metre wide street which in turn links to the internal street network of 13-metre-wide streets, northward and southwards to the adjacent township layouts. One of the short streets provides an additional southward linkage. With only one exception, all street junctions are T-junctions. This is done as a traffic control measure to create safer streets for inhabitants. The street length constitutes 2.4 kilometres and are 36 948m² in extent.

11.2.2 *Portion 185, Swakopmund*

Portion 185, Swakopmund is accessed via the activity corridor, Portion 181 (Street) linking it to the existing street network connecting to the Matutura extensions and connects back southwards into the Remainder of Portion 165, Swakopmund (Prestige Valley Extension 13). There are two roads that will interconnect the township to its neighbourhoods, which are 15 metres in width linking to the internal street network of 13-metre-wide streets and southwards to the adjacent township layout. With only one exception, all street junctions are T-junctions. This is done as a traffic control measure to create safer streets for inhabitants. The street length constitutes 1.5 kilometres and is 22 577m² in extent.

11.3 **Infrastructural Provision**

11.3.1 *Remainder of Portion 165, Swakopmund*

Municipal infrastructure services provision required will be provided by extension of the existing networks.

11.3.2 *Portion 185, Swakopmund*

Municipal infrastructure services provision required will be provided by extension of the existing networks.

11.4 **Residential sites**

11.4.1 *Remainder of Portion 165, Swakopmund*

Most erven range from 300m² to 450m² in size, so that they attain the Council's desired housing supply and increased affordability for the households. They are to accommodate the large numbers of households in need and to make provision for extended families. The majority zoning is proposed to be "residential" with a density of one (1) dwelling per 300m² (1:300).

The street design allows for identification by residents of local neighbourhoods and minimises vehicle traffic flows through these neighbourhoods despite having a school in the township which will draw traffic from elsewhere. Some extra level of peace and security is planned by these street designs.

There are four "general residential" sites along the activity corridor to benefit from its convenience and to support its usage. A density zoning of one (1) dwelling per 100m² (1:100) is suggested for the general residential erven.

11.4.2 *Portion 185, Swakopmund*

Most erven range from 300m² to 480m² in size, so that they attain the Council's desired housing supply and increased affordability for the households. They are to accommodate the large numbers of households in need and to make provision for extended families. The majority zoning is proposed to be "residential" with a density of one (1) dwelling per 300m² (1:300).

The street design allows for identification by residents of local neighbourhoods and minimises vehicle traffic flows through these

neighbourhoods despite having a school in the township which will draw traffic from elsewhere. Some extra level of peace and security is planned by these street designs.

11.5 Institutional sites

11.5.1 Remainder of Portion 165, Swakopmund

An institutional site has been created and is being reserved for a primary school. It has fairly direct access from the activity corridor and a major external street layout.

11.5.2 Portion 185, Swakopmund

Three institutional sites have been created, the big one being reserved for a secondary school. The remaining smaller sites are either for churches or charitable organisations seeking to provide support to the future residents of the proposed township. They all have fairly direct access from the activity corridor and major external street layout.

11.6 Business sites

11.6.1 Portion 185, Swakopmund

Two business sites have been created for small-scale convenience shops while most business areas have been created along the activity corridor on Portion 167 and 186, Swakopmund, which is adequate to serve the proposed townships on the Remainder of Portion 165, Swakopmund and Portion 185. Given the number of business sites in proximity, it was not necessary to replicate these business centres.

11.7 Parastatal and Local Authority

11.7.1 Portion 185, Swakopmund

Two sites have been earmarked to accommodate the Erongo RED support infrastructure and another site has been earmarked for the telecom infrastructure, as requested by those organisations.

One local authority site has been created to cater for any future general administrative need or support infrastructure development aimed at improved and efficient service delivery. It might even be partially used for an open public market.

11.8 Public Open Space (POS)

11.8.1 Remainder of Portion 165, Swakopmund

The streets constitute a total of 36 948m², which is 21.3% of the township area. The public open space area is being supplemented by "public open spaces" in the surrounding townships as they have been planned as a unit.

11.8.2 Portion 185, Swakopmund

The "public open spaces" and streets constitute totals of 13 195m² and 22 552m², which is 6.8% and 11.7%, respectively, of the township

area. This area is being supplemented by "public open spaces" in the surrounding townships as they have been planned as a unit.

A conveniently located large multifunctional public open space has been created for extensive recreational activities. Its location conforms to the minimum standard of no more than five minutes' walk to a local park.

12. **Township Name**

The proposed township on the Remainder of Portion 165, Swakopmund and on Portion 185, Swakopmund will be called "Prestige Valley Extension 13 and Prestige Valley Extension 14", respectively, as they have been endorsed by the Surveyor General's Office. See Annexure F.

13. **Conditions of Establishment**

The following are the proposed conditions of the establishment.

- A. *The following conditions shall be registered against the title deeds of all erven except those are zoned as "Public Open Space" and those are zoned "Local Authority":*

The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act (Act 5 of 2018).

- B. *The following conditions shall be registered against the title deeds of "Residential" zoned erven:*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least two (2) times the municipal valuation of the erf;

- C. *The following conditions shall be registered against the title deeds of "Institutional" zoned erven:*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least one (1) times the municipal valuation of the erf;

- D. *The following conditions shall be registered against the title deeds of "Business" and "General Residential" zoned erven:*

The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf;

14. **Financial implications**

The proposed township establishment is subject to application fees, surveying, and registration costs.

The Urban and Regional Planning Board's application fees will be N\$7 187.50 and the environmental impact assessment exercise is expected to be within N\$250 000.00 (for the whole designated area) while the

surveying cost is estimated to be approximately N\$500 000.00. registration cost is unknown at moment, but it is anticipated to be low than the surveying cost.

Apart from the environmental impact assessment study, which is separately budgeted for, funds can be defrayed from Vote: 500031014700, where sufficient is available.

15. **Conclusion**

The proposed township establishments on the Remainder of Portion 165, Swakopmund and Portion 185, Swakopmund and the street layout for "Prestige Valley Extension 13 and Prestige Valley Extension 14", should be supported as they will enable the Council to realize its objective of service provision, improving the livelihood of the residents, adequate housing provision and harmonious spatial development.

In addition, the proposed township establishment is in line with the long-term vision of the Swakopmund Structure Plan 2020 - 2040. Given the motivation, it is recommended that the Council favorably consider the subdivision of Portion 165, Swakopmund, and the need and desirability for the township establishments on the Remainder of Portion 165, Swakopmund, and Portion 185, Swakopmund, and approve the proposed layouts and their zonings.

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

RECOMMENDED:

- (a) **That Portion 165, Swakopmund be subdivided into Portion 185, and Remainder Portion 165, Swakopmund.**
- (b) **That the Need and Desirability for the township establishments on the Remainder of Portion 165, Swakopmund, and Portion 185, Swakopmund be approved.**
- (c) **That approval be granted for the application to be made in terms of Section 63, 87, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 5 of 2018) for the subdivision of Portion 165, Swakopmund into Portion 185, and Remainder Portion 165, Swakopmund, and the establishment "Prestige Valley Extension 13" and "Prestige Valley Extension 14", on the Remainder of Portion 165, Swakopmund and on Portion 185, Swakopmund, respectively; as shown on the attached subdivisional layout plans.**
- (d) **That the subdivisional township layout plans and their zonings shown on the layout plans tabled at the meeting be approved.**
- (e) **That the "residential" erven in "Prestige Valley Extension 13" and "Prestige Valley Extension 14" be designated for settlement of low-income households at a density zoning of 1:300m².**
- (f) **That a density zoning of 1:100m² be allocated for "general residential" erven in "Prestige Valley Extension 13" and "Prestige Valley Extension 14".**
- (g) **That "business" erven in "Prestige Valley Extension 14" be assigned a bulk zoning of 1.0.**

- (h) **That the conditions of Establishment be as follows:**
- (i) ***The following conditions shall be registered against the title deeds of all erven except those that are zoned as "Public Open Space" and those that are zoned "Local Authority":***
- The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erven shall at all times be subject to the provision of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).***
- (ii) ***The following conditions shall be registered against the title deeds of "Residential" and zoned erven:***
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least two (2) times the municipal valuation of the erf;***
- (iii) ***The following conditions shall be registered against the title deeds of "Institutional" zoned erven:***
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least one (1) times the municipal valuation of the erf;***
- (iv) ***The following conditions shall be registered against the title deeds of "General Residential" and "Business" zoned erven:***
- The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four (4) times the municipal valuation of the erf;***
- (i) **That the General Manager Engineering and Planning Services Department proceed with the necessary statutory processes to have the township "Prestige Valley Extension 13" and "Prestige Valley Extension 14" established;**
- (j) **That the General Manager Engineering and Planning Services Department be authorized to make minor changes to the layouts, to accommodate infrastructure, improve layout dimensions or meet the Urban and Regional Planning Board requirements should it be necessary, and**
- (k) **That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27- 16/1/4/2/1/14.**
-

ANNEXURE A 1: Previous Council Decisions

11.1.15

DEVELOPMENT CONCEPT: NORTHERN BLOCKS

(C/M 2021/08/30 - 16/1/4/2/1/14)

RESOLVED:

CO: P

GM: EPS

- (a) That an advert be placed in the newspapers informing the public not to submit unsolicited applications for land since all land will be advertised.
- (b) That Council approves the following transparent and easily implementable process for the allocation of land for private developers in terms of section 7 of the Property Policy as follows:
- (i) Council directs what type of development it plans in the different unplanned areas for a given period.
 - (ii) Council identifies land which it intends to reserve for itself to ensure that Council can make good on its mandate to control the development and sale of affordable land and housing.
 - (iii) Council identifies land in specific areas to make available for private developers.
 - (iv) The size of the portions to be awarded to developers be confirmed in each area.
 - (v) Council sets out the qualifying criteria (e.g. the relevant experience of the entity in similar developments, the skill and ability of the professional teams, the content of their proposal, the cost of the housing and the ability of the developer to raise the required finances) that developers need to meet in order to participate in any call for proposals.
 - (vi) Council confirms what form the application or proposal should take and the manner and method to be used to objectively assess and select successful candidates.
- (d) That Council approves that portions of land as per the table below be allocated for the stipulated purposes.
- (e) That Council calls for development proposals based on the land identified and the criteria stipulated be issued before the end of October 2021:

Portion	Main Usage	Development
175	Business & General Residential (mirror the business layout of the townships to the south of the dividing road).	Council
176	Business & General Residential (mirror the business layout of the townships to the south of the dividing road).	Council
170	High / Middle Income Erven (previously cemetery)	Council
171	Cemetery and Park	Council
172	Middle / Low Income Residential (including large institutional erf)	10 ha to Namibia Oysters (Pty) Ltd in exchange for Prt 96
168	Middle Income Residential	Private developers
167	Middle Income Residential	Private developers
165	Low Income Residential / Industrial	Not in line with Structure Plan but is the furthest away so less nuisance
166 ü	Low Income Residential	Private developers
166 ü	Low Income Residential	Private developers
172	Low Income Residential	Private developers
174	Middle Income Residential	Private developers

- (f) That the General Manager: Engineering and Planning Services prioritises the layout design for the first portion No 174 of the Northern Wedge.
- (g) That funds be made available for the layout as required.

**ANNEXURE A 2: Previous Council Decisions
CORRECTIONS TO ITEM 11.1.15 OF COUNCIL'S RESOLUTION PASSED ON
30 AUGUST 2021**

(C/M 2022/01/27 - 16/1/4//2/1/14)

RESOLVED:

- (a) That Council's resolution passed on 30 August 2021 under Item 11.1.15 point (e) be amended to reflect a correct allocation based on the map approved by the Ministry of Land Reform as follows:
- (e) That Council calls for development proposals based on the land identified and the criteria stipulated be issued before the end of October 2021:

Portion	Main Usage	Development
165	Low Income Residential / Industrial	As per Structure Plan
166	Low Income Residential	Relocation / Reception Area
167	Middle Income Residential	Private Development
168	Middle Income Residential	Private Development
169	Low Income Residential	Relocation / Reception Area
170	High / Middle Income Erven (previously cemetery)	Council
171	Cemetery and Park	Council
172	Middle / Low Income Residential (including large institutional erf)	Council
173	Low Income Residential	Relocation / Reception Area
174	Low Income Residential	Relocation / Reception Area
175	Business & General Residential (mirror the business layout of the townships to the south of the dividing road).	Council
176	Business & General Residential (mirrors the business layout of the townships to the south of the dividing road).	Howard Holdings (Pty) Ltd and Ministry of Health & Social Services

- (b) That point (f) of Councils' resolution passed on 30 August 2021 under Item 11.1.15 point (e) be amended to read "Portion No 176" instead of "Portion 174".

**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

11.1.18 **TOWNSHIP ESTABLISHMENT ON PORTION 181 (A PORTION OF PORTION B) OF THE FARM SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41**
(C/M 2024/09/03 - 16/1/4/1/4)

Ordinary Management Committee Meeting of 14 August 2024, Addendum **8.12** page **225** refers.

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

1. Purpose

The purpose of this submission is to obtain the Council's approval for a township layout that has been designed and the Council's permission to proceed in terms of Sections 63, 105(b) & 114(b) of the Urban and Regional Planning Act (Act 5 of 2018) for township establishment on Portion 181 (a portion of Portion B) of the Swakopmund Town and Townlands Number 41 and the accompanying amendment of the Swakopmund Zoning Scheme.

2. Introduction and Background

Taking the current annual Swakopmund population growth rate at 6.3%, the Swakopmund Municipality is being proactive in planning for the subdivision and zoning of more land for urban development. A large area comprising of fourteen portions of land was designated for this purpose. Each portion has been designated to fit into a larger-scale master plan for the area. Portion 181, Swakopmund is planned for an activity corridor consisting mainly of public opens spaces strips which serve as access control and provide for a safer walking environment for pedestrians. These strips will also serve as temporary sites for small scale hawker which would require no permanent structures.

Council at its Ordinary Meeting held on the 30th August 2021 under Item Number 11.1.15, resolved to assign development options and hierarchy for Portions 165 – 176, portions of Portion B of the Swakopmund Town and Townlands Number 41. The location of these portions on the northern side of the urban area is shown in the attached locality plan (**Annexure B**). The aforesaid decision has been amended by Council Resolution Number (C/M 2022/01/27- 16/1/4/2/1/14) under Item Number 11.1. 2. These Council decisions are attached in **Annexure A**.

It is for this reason that township establishment is proposed on Portion 181, Swakopmund. This will enable the Council to seek approval of the township establishment from the Urban and Regional Planning Board (URPB).

3. Locality, Zoning, Use and Size

Portion 181 (a portion of Portion B) of the Swakopmund Town and Townlands Number 41 is zoned "street". It lies east of Portion 167, 168, 172, 175, and west of Portion 165, 166, 169, 173, 174, & 176, Swakopmund as depicted on the attached locality plan in **Annexure B1**. The portion is currently vacant, and it is 15 Hectares in extent.

4. Ownership

The ownership of Portion 181 (a portion of Portion B) of the Swakopmund Town and Townlands No. 41 vests in the Municipal Council of Swakopmund

as per the Certificate of Registered Title No. 1157/2022. Proof of ownership is attached as **Annexure E**.

5. **Need and Desirability**

Swakopmund, like many other towns in Namibia, is not spared the challenge of high demand for serviced land, including sites earmarked for complementary uses. Council needs to plan to meet this demand as well as to make sure that there is a balanced spatial distribution of all land uses that are in demand. There is a need to ensure that the supply of serviced land can contain the ever-growing population of the town. The establishment of a township on Portion 181, Swakopmund is necessary due to the demand of erven for supportive developments and to ensure harmonious development and cater for auxiliary activities.

It is the desire of the Swakopmund Municipality to be proactive and pave the way for ensuring that the housing demand is met at all levels by proceeding with all the statutory requirements in advance to facilitate a speedy land delivery process. The statutory processes take most of the time and the earlier this is started, the better the chance of expediting land delivery. Hence, it is the desire of the Council to combat a slow land delivery process by ensuring that spatial planning is always ahead of the future demand for formal housing and supportive land uses.

The Swakopmund Municipality desires to see a balanced distribution of land uses. The proposed development will accommodate mainly two land use types, that will serve, and house public amenities aimed to support the surrounding communities and rest of the town. The new township on Portion 181 is desirable and will have no significant negative social and environmental impacts as it caters to recreational and small-scale hawk opportunities along the activity corridor.

6. **Environmental Clearance**

An Environmental Impact Assessment study will be undertaken after Council consideration of the proposed township on Portion 181, Swakopmund. This will ensure that an Environmental Clearance Certificate (ECC) is obtained before application to the Urban and Regional Planning Board (URPB).

7. **Topography**

Portion 181, Swakopmund is relatively flat with a gradient ranging from 1:60 to 1:100. See attached subdivision and contour plan (**Annexure D**). Vegetation is limited with only a small number of shrubs being found on the portion.

8. **Proposed Development**

The proposed development is indicated in the attached layout plans (**Annexure C**). It comprises of one land use paralleling a continuous street aimed at accommodating supportive public amenities along that street. The proposed layout comprises 22 erven, all zoned "public open space" and remainder street.

8.1 Design Features

It is noteworthy that Portion 181, Swakopmund was not planned in isolation but as a unit forming part of the entire triangular area containing fourteen portions of Portion B of the Swakopmund Town and Townlands Number 41, namely, Portion 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176 and 180, Swakopmund.

The layout has been designed in such a way that the physical attributes and the natural features of the terrain are taken into consideration to limit construction costs. In addition, existing land uses, and future communication networks have been considered as well.

The design for the north-south activity corridor interconnecting all the townships in the designated area with an extensive safe pedestrian route that will be the location for small-scale social and commercial activities supported by adjacent business sites with high-density residential sites, medical facilities, education facilities, and other main activity centers all within easy walking distance. It will be a place where people coming from different directions will congregate and find social outlets, dining places, meet friends, resting under shade facilities that the Municipality hopes to provide as well as finding the activity corridor the convenient route to reach their destinations. In this way it is aimed at achieving the Swakopmund Structure Plan 2020 - 2040, immediate, short- and long-term objectives.

9. Township Name

The proposed township on Portion 181, Swakopmund will be called "Prestige Valley Extension 15" as it has been endorsed by the Surveyor General's Office. See Annexure F.

10. Financial implications

The proposed township establishment is subject to application fees, an environmental impact assessment study, surveying, and registration costs.

The Urban and Regional Planning Board's application fees will be N\$7 187.50 and the environmental impact assessment exercise is expected to be within N\$250 000.00 (for the whole designated area) while the surveying cost is estimated to be approximately N\$400 000.00. Registration cost is unknown at moment, but it is anticipated to be low than the surveying cost. Apart from the environmental impact assessment study, which is separately budgeted for, funds can be defrayed from Vote: 500031014700, where sufficient is available.

11. Conclusion

The proposed township establishment on Portion 181, Swakopmund should be supported as it will enable Council to realize its objective of service provision, improving livelihood of the residents, adequate provision of amenities and harmonious spatial development.

In addition, the proposed township establishment is in line with the long-term vision of the Swakopmund Structure Plan 2020 - 2040. In view of the motivation, it is recommended that the Council favorably consider the need and desirability for the township establishment on Portion 181, Swakopmund, and approve the proposed layout and its zonings.

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

RECOMMENDED:

- (a) That the Need and Desirability for the township establishment on Portion 181, Swakopmund be approved.
 - (b) That approval be granted for the application to be made in terms of Section 63, 105(b) & 114(b) of the Urban and Regional Planning Act, 2018, (Act 5 of 2018) for the establishment of "Prestige Valley Extension 15" on Portion 181, Swakopmund as shown on the attached subdivisional layout plan.
 - (c) That the subdivisional township layout plan and its zonings shown on the layout plan tabled at the meeting be approved.
 - (d) That the 22 erven be zoned "*Public Open Space*".
 - (e) That the General Manager Engineering and Planning Services Department proceed with the necessary statutory processes to have the township "Prestige Valley Extension 15" established.
 - (f) That the General Manager of the Engineering and Planning Services Department be authorized to make minor changes to the layout, to accommodate infrastructure, improve layout dimensions or meet the Urban and Regional Planning Board requirements should it be necessary.
 - (g) That this decision supersedes previous Council decisions C/M 2021/08/30-16/1/4/2/1/14 and C/M 2022/01/27- 16/1/4/2/1/14.
-

ANNEXURE A: Previous Council Decisions

CORRECTIONS TO ITEM 11.1.15 OF COUNCIL'S RESOLUTION PASSED ON 30 AUGUST 2021

(C/M 2022/01/27 - 16/1/4//2/1/14)

RESOLVED:

- (c) That Council's resolution passed on 30 August 2021 under Item 11.1.15 point (e) be amended to reflect a correct allocation based on the map approved by the Ministry of Land Reform as follows:
- (e) That Council calls for development proposals based on the land identified and the criteria stipulated be issued before the end of October 2021:

Portion	Main Usage	Development
165	Low-Income Residential / Industrial	As per the Structure Plan
166	Low Income Residential	Relocation / Reception Area
167	Middle Income Residential	Private Development
168	Middle Income Residential	Private Development
169	Low Income Residential	Relocation / Reception Area
170	High / Middle Income Erven (previously cemetery)	Council
171	Cemetery and Park	Council
172	Middle / Low Income Residential (including large institutional erf)	Council
173	Low Income Residential	Relocation / Reception Area
174	Low Income Residential	Relocation / Reception Area
175	Business & General Residential (mirror the business layout of the townships to the south of the dividing road).	Council
176	Business & General Residential (mirrors the business layout of the townships to the south of the dividing road).	Howard Holdings (Pty) Ltd and Ministry of Health & Social Services

- (d) That point (f) of Councils' resolution passed on 30 August 2021 under Item 11.1.15 point (e) be amended to read "Portion No 176" instead of "Portion 174".

**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

11.1.19

REQUEST TO TRANSFER BACK HANDED OVER SERVICE ACCOUNT ERF 3617, MONDESA

(C/M 2024/09/03 - E 3617)

Ordinary Management Committee Meeting of 14 August 2024, Addendum 8.13 page 240 refers.

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

INTRODUCTION

The purpose of this submission is for the Council to consider recalling the handed-over service account of Erf 3617, Mondesa. Unfortunately, the Owner is unemployed, and resultantly from work-related injuries that she sustained; she now only survives from the disability grant paid by the Central Government. **(Annexure "1")**

Due to the unpaid service account balance, the service account balance of Erf 3617 was handed over in 2019 to Messrs Kinghorn Associates.

BO035-Current Account Details

Active

Stand Number: 001 070 00003617 00000 0000 0000 ID Number:

Description: Sort Seq: Option

Street Name: 3617 MONDESA No: 3617

Select	Account No Cycle	Name Reg Date	O/T/Pr St No	A/T	Start Date End Date	Balance Cans.No	Complex Final
Option	99900015039 CYCLE = 100	GAWISEB MM5253 EO	T	NH	2019/02/21 2019/02/21	10407.10	
Option	70361700017 CYCLE = 100	GAWISEB EO	O	NO	2014/04/01	26525.30	

The current balance of the handed-over account amounts to **N\$21 480.69** as at **30 June 2024. (Annexure "2")** Consequently, additional legal costs arising from the handed over account balance is increasing. Moreover, the Client is not in a financial position to make payment towards such a cost.

The Owner of Erf 3617 is pleading Council to cogitate about recalling the handed-over account and that it be transferred back to the current account status. It will then enable the Client to make arrangements for the down payment, with the office of Council's Debt Collector. Below is an account extract about the payment history of the account holder:

BO035-Enquiry on Current Account Details

70361700017 OWNER EO GAWISEB

Stand Number: 001 070 00003617 00000 0000 0000

3617 MONDESA MONDESA

Wrd 1 Lu RES001 Zone RES001 Size 345 Book 00064A Route

Ort-Date	Reference	Amount	YYYYMM	Pro-Date	Reversed	Rev-Date
20240514	0128605601	-700.00	202405	20240514	N	
20240410	0337592801	-800.00	202404	20240410	N	
20240313	0337351901	-600.00	202403	20240313	N	
20240109	0336726301	-600.00	202401	20240109	N	
20231106	0336221801	-400.00	202311	20231106	N	
20230908	0335712601	-1000.00	202309	20230911	N	
20230413	0125807501	-650.00	202304	20230413	N	
20230309	0433394201	-600.00	202303	20230309	N	
20220404	0330361701	-1000.00	202204	20220404	N	
20220304	0330043801	-700.00	202203	20220307	N	
20210705	0327436901	-500.00	202107	20210706	N	
20200907	0117134201	-600.00	202009	20200908	N	

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

RECOMMENDED:

- (a) That the Council approves recalling of the handed-over service account of Ms. E O Gawiseb Erf 3617, Mondesa, and that it be added to the current service account.**
 - (b) That the Owner, thereafter, makes further arrangements for a down payment of the outstanding service account balance.**
-

**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

11.1.20

APPROVAL OF FUNDS FOR CONTINUATION PROJECTS

(C/M 2024/09/03 - 3/1/1/1/1)

Ordinary Management Committee Meeting of 14 August 2024, Addendum 8.16 page 259 refers.

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

This submission seeks the approval of the Swakopmund Council for the allocation of funds to continue with the Department of Engineering Services and Planning's projects initially approved during the financial year **2023/2024**. These projects are crucial for the ongoing development and maintenance of the town's infrastructure.

2. BACKGROUND

In the financial year **2023/2024**, the Council approved funds for several key projects under the Department of Engineering Services and Planning. Following this approval, the department initiated the bid advertisement process to engage contractors for the execution of these projects.

However, upon review of the new budget for the financial year **2024/2025**, it was discovered that these critical continuation projects had been omitted. This has created an urgent need to secure the funding as most of the projects went through the procurement process and suppliers/contractors have been awarded.

3. PROJECTS IN QUESTION

The projects requiring to be included in the 2024/2025 financial budget as continuation projects include:

(a) CCTV System @ Works Section

This project was identified due to the importance of security at the Works Section after the theft of road material was discovered. The project went out on bidding during the old financial year, but no successful offer was received. A new bidding process has commenced before the expiring of the 2023/2024 financial year. The amount is N\$150 000.00 was allocated for this project.

(b) Repair and reseal walkway and bicycle lane

This project is currently in progress, with 90% of the sidewalks that was identified covered in the bituminous slurry. There was a delay in awarding the supply and delivery of the paint material needed to finish off the project due to no procurement committee meetings for several weeks. The award was made to a supplier for the paint material, but await the reallocation of funds that was removed erroneously. The amount of N\$780 000 is required to be reallocated to the 2024/2025 financial budget in order to complete the project.

(c) New 10,000litre Water tanker = 2,200,000.00 (504531025600)

An award was made on 19 June 2024 by the Procurement Committee. Therefore the N\$2 200 000.00 needs to be reallocated to the 2024/2025 financial budget in order to complete the project.

(d) Upgrading of Libertina Amathila Avenue = 6, 000, 000.00 (65003102800)

This project went through the bidding process and unfortunately no successful bidder was received. As this project is considered a critical project towards the town's development, it is herewith requested to reallocate the amount of N\$6 000 000.00 to the 2024/2025 financial budget in order to execute the project.

(e) Clean and Repair of Raw Water Sump

The clean and repair of raw water sump bid was advertised three times and only after the third round a successful bidder was appointed. The appointment was approved by the Procurement Committee on the 19 June 2024. However, in the budget for 2024/2025 the funds were not allocated to the vote. Therefore, we request that the funds be re-allocated. The project will assist with eliminating the bad odour at the Old Sewerage Plant works. The amount for the works is N\$ 2 000 000 which will include the consultancy cost and the contraction cost.

(f) Water Reservoir smallholdings

Pipe bursts occur regularly at the smallholdings/Swakop River Plots. Namwater directly pumps into the water reticulation of the smallholdings. This causes pipe breakages due to the following:

- High Pressure
- Pressure Surges/ Water Hammer
- Air pockets in the pipelines

Moreover, the Swakopmund Municipality had incurred high costs to repair these pipe breakages. Furthermore, high water losses are incurred by the Municipality. The residents at the smallholdings regularly complain that they receive high water bills due to pipe breakages on their side.

A bid was advertised to construct an 8000m³ concrete reservoir, but unfortunately, the bids received were in the range of N\$40 Million and not feasible. However, the situation at the smallholdings remains a risk for the Council and the residents and therefore an alternative solution has been proposed to the Procurement Committee. The proposal is to install a 1000m³ coupon coated tank and therefore the request is that the N\$2,600,000.00 funds that was available for this project to be re-allocated to the 2024/2025 financial year in order to complete the project.

4. FINANCIAL CONSIDERATIONS

Reinstating the funds for these continuation projects would require reallocating resources within the current budget. The proposed reallocation will be structured to minimize impact on other essential services and projects.

5. CONCLUSION

The Department of Engineering and Planning Services respectfully requests the Council's approval to reinstate the funds for the continuation projects as initially approved in the 2023/2024 financial year. This approval will enable us to fulfill our commitments and ensure the timely and efficient completion of these critical projects.

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

RECOMMENDED:

- (a) That the Management Committee approves the projects listed below and include these projects to the 2024/2025 budget as continuation projects:
- (i) **CCTV System @ Works Section = N\$ 150,000.00 (250531024400)**
 - (ii) **Repair and reseal walkway and bicycle lane = N\$780 000.00 (650031025900)**
 - (iii) **New 10,000litre Water tanker = N\$2,200,000.00 (504531025600)**
 - (iv) **Upgrading of Libertina Amathila Avenue = N\$6,000,000.00 (65003102800)**
 - (v) **Clean and Repair of Raw Water Sump = N\$2,000,000.00 (750031007600)**
 - (vi) **Water Reservoir smallholdings = N\$2,500,000.00 (600031020600)**
- (b) That the General Manager: Finance be granted permission to reallocate the funds as listed in point (a) within the 2024/2025 budget to support these projects.
-

11.1.21 **NATIONAL CREDIT BUREAU DEBTOR LISTING**
(C/M 2024/09/03 - 3/11/1/2/1/6)

Ordinary Management Committee Meeting of 14 August 2024, Addendum **8.17**
page **03** refers.

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

INTRODUCTION

The Finance Department is striving to minimize debts to break even or restrain possible future losses. There are currently ± 20,000 debtors who have been categorized into regular payers, non-payers of those who are committing, and non-committing to make payment arrangements.

BACKGROUND

Our debtors have escalated since the outbreak of Covid-19 to a total amount of N\$132 million, even though the Council was exempted from charging penalties on accounts in arrears. (**Annexure A**)

The debt collection Committee has exhausted debt collection strategies as per our Credit Control Debt Management Policy. Moreover, the high outstanding fees on accounts have created disorder in our financial management, leading to a deficit/loss of N\$10 million in February and N\$11 million in **April 2024**.

RECOMMENDED ACTION

The purpose of this submission is to seek approval from the Council to utilize the Credit Bureau Debtors listing for ± 300 businesses and ±700 residential debtors of non-payers. The latter stated would be for 1 (one) year and to be executed through the Direct procurement Method with Transunion Business Administration for the following services:

- 1) *Bureau listing and various services for an annual subscription fee of N\$7,077,60.*
- 2) *Limitation of debtors from obtaining credit within Southern Africa at the cost of N\$39.10 per individual.*
- 3) *To de-list blacklisted debtors at no cost. (**Annexure B**)*

(Attached (Annexure C) email communication from the Head of Procurement)

It is imperative that Council executes due diligence in collection of any outstanding debt before it can be declared as irrecoverable debt. Thus, all efforts to recover the outstanding debt must first be fully exhausted to ensure we are in line with Council's Debt Recovery Strategy.

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

RECOMMENDED:

That Council approves the utilization of Credit Bureau Debtors listing services through a direct procurement process by the General Manager of Finance.



Bureau-Listing Notice Order: _____

We the undersigned subscriber hereby engage ITC Business Administration as agents for an on behalf of TransUnion Credit Bureau Namibia to perform the services set forth below at the charges indicated and in accordance with the Terms and Conditions stipulated.

A Bureau-Listing Notice Service

1 Service Description

A Bureau-Listing Notice utilising pre-agreed wording and content and printed on an ITC Business Administration letterhead will be addressed and distributed to the debtors of the subscriber as instructed in writing by the subscriber to ITC Business Administration on an ad hoc basis.

2 Charges

As negotiated by authorised sales representative and agreed upon as per point number 3 below.

3 Order:

<u>AD HOC</u> Letters at <u>N\$ 65-00</u> each (Price subject to change)	SUB-TOTAL N\$ _____
	VAT @ 15% N\$ _____
	TOTAL N\$ _____

Product Code: 7418
Product Description: Bureau Notice Letter

B Terms and Conditions

1. Bureau-Listing Notice Service

- 1.1 The subscriber's signature of the contract signifies his agreement that the standard wording and content of the letter is to be utilised.
- 1.2 ITC Business Administration and TransUnion Credit Bureau Namibia, its employees or other persons and/or associates engages in any Bureau-Listing Notice procedures, will not be held responsible by the subscriber for any loss or damage of whatsoever nature caused by any acts and/or omission on their part.
- 1.3 This agreement contains the entire and only agreement entered into between the parties regarding Bureau-Listing Notice services and the subscriber acknowledges that he/she has read and understood the terms and conditions as set out herein. Any amendment, alteration, release or cancellation of the provisions shall only be binding on the parties hereto should such amendment, alteration, release or cancellation be made in writing by the Country Manager of TransUnion Credit Bureau Namibia or his/her duly authorised representative.
- 1.4 The subscriber acknowledges that ITC Business Administration will be rendering the service stipulated based on information supplied by the subscriber.
- 1.5 The subscriber hereby certifies that any person and/or legal trading entities that may be forwarded for default listing on the TransUnion Credit Bureau Namibia database or in respect of whom a Bureau-Listing Notice is requested, will have defaulted on their agreement with the subscriber, will have incurred a debt arising from a credit transaction, and will not have disputed their indebtedness with the subscriber.

- 1.6 The subscriber confirms that these persons and/or legal entities were informed in writing that their conduct of their accounts would be reported to a credit bureau and that this information would be available to other credit grantors where the persons may apply for credit facilities. Such notice was by way of a specific letter or was incorporated in the original credit agreement entered into by the persons/entities.
- 1.7 The subscriber hereby indemnifies TransUnion Credit Bureau Namibia and ITC Business Administration against any loss sustained arising from any claim by any of the persons and/or entities instituted as a result of the recording of their details on the TransUnion Credit Bureau Namibia database and/or receipt of the Bureau-Listing Notice.
- 1.8 The subscriber warrants that information submitted by the subscriber to TransUnion Credit Bureau Namibia and/or ITC Business Administration does not form part of any dispute between the subscriber and the person in respect of whom such information is submitted;
- 1.9 The subscriber further agrees that where the accuracy of any information submitted by the subscriber to TransUnion Credit Bureau Namibia and/or ITC Business Administration is disputed and the subscriber is aware of the dispute, alternatively if any information is removed through dispute, the subscriber shall not resubmit the disputed information to TransUnion Credit Bureau and/or ITC Business Administration.
- 1.10 We agree that TransUnion Credit Bureau Namibia may elect not to record the details or subsequently remove any details recorded at its entire discretion.

SUBSCRIBER INFORMATION

Name		Email Addr.	
Address		Postal address	
Telephone		Fax no.	

Signed at WINDHOEK on this ____ day of _____ 20____.

For 
ITC BUSINESS ADMINISTRATORS

For _____
SUBSCRIBER'S SIGNATURE

Name MILLASANT ERISS
 (Block Letters)

Signatory name _____
 (Block letters)

INSTRUCTIONS - BUREAU-LISTING NOTICE SERVICE

Contact details to be printed on letter

Name: _____

Telephone number: _____

BANK DETAILS (for payment by debtors)

Bank name: _____

Branch name: _____ Branch code: _____

Account name: _____ Account number: _____



«Date»

«Name»
 «Add1»
 «Add2»
 «Add3»
 «Add4»

Dear Sir/Madam

SERVICE/CREDIT PROVIDER: «Client_Name»
CONTACT: «Contact_Name_Tel»
ACCOUNT NUMBER: «Account_Number»
OUTSTANDING AMOUNT: N\$ «Balance_»

NOTICE OF POSSIBLE DEFAULT LISTING ON TRANSUNION CREDIT BUREAU NAMIBIA

We have been advised that your account with the abovementioned service/credit provider remains in arrears and will be handed over to ourselves for default listing purposes if payment is not made. The outstanding amount shown above may include, interest or other costs for which you may be liable.

As you may be aware, failure to make payment to the service/credit provider within 20 business days from date hereof may result in legal action commenced against you without further notice and will result in them listing your default on the **TRANSUNION NATIONAL CREDIT DATABASE**, which could negatively affect your ability to obtain credit and adversely affect any credit facilities you currently enjoy.

We would urge you to contact your service/credit provider immediately. Should you have settled this account; kindly make contact with the person named at the top of this letter to clarify the details.

Account payments can be made directly to:
 Name: _____
 Bank: _____
 Branch: _____
 Acc No: _____

Proof of payment and/or any other
 correspondence / queries must be
 faxed to:
 Fax no: _____

Yours faithfully,

CREDIT CONTROLLER



Municipality of Swakopmund

For credit risk & collection solutions

Date: 10 June 2024



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Credit Life Cycle

Where TransUnion can help your municipality



3

Subscription requirements

As per the credit bureau Act, TransUnion is regulated by Bank of Namibia to provide credit data to all legal entities to drive financial transparency and management credit risks.

Benefits of subscribing:

- Access to all credit bureau information via a portal called TransUnion direct.
 - TransUnion direct is the same portal used by all other industries utilizing credit bureau data.
 - Unlimited user accounts on each subscriber account, each staff will have their own login credentials.
 - System support team available 24/7 to attend to all system queries.
 - Discount given of value-added solutions.
- Annual Subscription fee is N\$ 7 077.60 (VAT Excl) payable by all subscribers.



Solutions Pricing

NB: The below prices are in ad-hoc pricing (standard pricing). This means, prices for enquiries over 100 records are discounted. The higher the volume, the lower the price.

Services	Benefits	Cost
3.1 Consumer Services (TransUnion)		
Consumer Enquiry	This allows you to view the credit record of the Individual you are assessing with the view to granting credit services. Information recorded: Consumer's demographic information, Defaults (pre-legal listings), Judgements, Enquiries history	N\$ 84.13
Fraud Prevention Model	This service is specifically designed to assist credit grantors & service providers with identifying credit applications with data irregularities and suspicious information	N\$ 5.00



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All costs exclude VAT



Solutions Pricing

Collections

Consumer Trace Solutions module		
Trace Consumer Details	Individual Trace allows you to probe our database and to use that information to collect payments using only the minimum input information.	N\$ 80.13

Business Trace Solutions		
Business Trace Initial search		N\$ 1.73
Business Trace Report		N\$ 188.18



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All costs exclude VAT





Solutions Pricing

Collections

3.3 ITC Business Administrators – Bureau Listing Notice Letter		
Service	Benefits	Cost
Listing of debtor on the National Credit Bureau (TransUnion Credit Bureau)	Limits the debtor from obtaining credit in Southern Africa to avoid further delinquency and to ensure recovery.	N\$ 39.10 per individual
De-listing of debtor off the National Credit Bureau (TransUnion Credit Bureau)	Motivates the debtor to pay when he/she knows that he/she will be de-listed once he /she has paid his/her debt in full.	No cost to client

All costs exclude VAT



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Value Added Solutions (available in batch)

BATCH is a delivery mechanism offered by TransUnion that allows for the delivery of consumer information in large volumes, in the most efficient and cost-effective manner.

Good collections strategies balance strong customer service with high effectiveness for sustainable success. These processes can reduce losses by quickly identifying at-risk consumers and boost customer loyalty by respectfully responding to borrowers' unique financial circumstances.

Collections Prioritization Model

HOW IT WORKS?

Categorizing consumers: The model segments borrowers into high, medium, and low priority based on credit information, behavioral patterns and payment history. This segmentation is not static; it adapts as consumer circumstances evolve, better ensuring lenders can dynamically adjust their approaches.

Consumer contact batch

HOW IT WORKS?

Provides Updated contact information on a consumer such as name, ID number, marital status, dependents, address, contact numbers and employment details.



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INFORMATION FOR GOOD

Our contact details:

Mr. Apollus Fikameni – Account Executive – 081 125 7988



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10



Way Forward

On Acceptance of proposal following documentation will be required:

- ✓ Signed agreement (will be provided by TU Consultant)
- ✓ Signed pricing annexure (annexure will be provided by TU consultant)
- ✓ Signed resolution (will be provided by TU Consultant)
- ✓ Proof of consent
- ✓ Copy of the ID of the owner of the business or authorized signatory
- ✓ Copy of the business registration documents (founding statement)
- ✓ Proof of business address (utility bill or lease agreement)
- ✓ Copy of the tax certificate (if applicable)
- ✓ Any other documentation required as by law



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9

TO BE PRINTED ON COMPANY LETTERHEAD

RESOLUTION PASSED AT address: _____ ON date: _____
2024 IN TERMS OF THE COMPANY'S ARTICLES OF ASSOCIATION

RESOLVED:

1. That the company enters into a TransUnion Credit Bureau Namibia subscriber agreement which shall commence on the date of signature and shall continue for an indefinite period until terminated by either Party on no less than thirty (30) days written notice of termination to the other.

The agreement is subject to such further terms and conditions as may be agreed upon.

2. That Mr/Mrs. _____ in his/her capacity as _____ of the Company be and is hereby authorized and empowered for and on behalf of and in the name of the company to sign the agreement and any other documents necessary to give effect to the resolution 1 above.

Signature: _____

Date: _____

Name: _____

Position: _____



Name of your TransUnion sales consultant

ANNEXURE "A"

PRICING – Pay As You Use

1. TransUnion Credit Bureau Namibia (Pty) Ltd ("TransUnion") reserves the right to increase the prices, set out below:
 - 1.1 annually, on each anniversary of the Commencement Date or;
 - 1.2 annually, with effect from the 27th December, for each subsequent year or
 - 1.3 at any other time
2. TransUnion undertakes to notify the Applicant of the anticipated price increase:
 - 2.1 with respect to 1.1 hereof, 30 days prior to Commencement Date;
 - 2.2 with respect to 1.2 hereof, within a reasonable time prior to the 27th December;
 - 2.3 with respect to 1.3 on the giving of 30 days prior notice to the Applicant
3. TransUnion reserves the right, at its sole discretion, to increase prices at a rate determined by TransUnion, save that TransUnion will observe the following factors in determining its price increase:
 - 3.1 The official CPI rate;
 - 3.2 Relevant market trends.
4. If the price of any of the Services is increased in terms of paragraph 1 above, the Applicant shall be entitled within 30 (thirty) days from the date of notice of the said increase, to terminate such Services by giving TransUnion written notice of such termination.

COST STRUCTURE AND DELIVERY MECHANISM

In consideration for the opportunity of utilizing the above service(s) the Applicant agrees to make payment to TransUnion Credit Bureau Namibia (Pty) LTD in accordance with the following structure:

1. DELIVERY MECHANISM		
Access - TU Direct		X
Training fee per hour - Telephonic or in-person	Code 0016	300.00

2. SUBSCRIPTION OPTIONS		
Annual Subscription	X	
Annual Subscription	Code 1010	7077.60
VAT		1061.64
Total per Annum		8139.24

3. CONSUMER SOLUTIONS				
CONSUMER PROFILE				
Consumer Enquiry Rate	Code 7200	X	84.12	per individual
CPU Enquiry	Code 7400	X	84.12	per individual
Payment Profile - Own info	Code 1040	X	-	per individual
Payment Profile - Other info	Code 1041	X	-	per individual
Payment Profile - Own & Other	Code 1042	X	-	per individual

DEFAULT LISTING				
Consumer Default Listing	Code 1070	X	39.10	per listing
Commercial Default Lead	Code 5378	X	39.10	per listing

TransUnion Credit Bureau Namibia (Pty) Ltd,
Annexure "A"

Page 1

X Signatory initial here

FRAUD PREVENTION				
Fraud Prevention Model Online	Code 1650	X	5.99	per enquiry
Tel / Cell Frequency	Code 1448	X	No Charge	per enquiry
Cell Number Verification (not yet avail. in Namibia)	Code 1449	X	No Charge	per enquiry

CONSUMER TRACE SOLUTIONS				
Trace Contact Information	Code 6600	X	50.12	per enquiry
Initial Search	Code 1230	X	4.76	per enquiry
Refine Search	Code 1231	X	4.30	per enquiry
Lead Trace Alert Access	Code 1234	X	15.13	per enquiry
Trace Alert Report back Access	Code 1235	X	137.99	per enquiry
CPA & NLR Payment Profile	Code 1290	X	No Charge	per enquiry
Individual Trace Access	Code 6500	X	No Charge	per enquiry
Individual Trace Access Platinum	Code 6501	X	No Charge	per enquiry
Standalone Trace Alert	Code 6518	X	23.81	per record

Consumer Trace				
Individual Trace Access	Code 1230	X		per enquiry
Enquiry History Access	Code 1233	X		
Default Check Access	Code 1236	X	Collections	6502
Historical Information Access	Code 1238	X	Trace	
CPA & NLR Payment Profile	Code 1290	X		
Total Price				78.89

Consumer Linkage Solution				
Collections Linkages	Code 6507	X	22.85	per enquiry
Forensics Linkages	Code 6520	X	23.80	per enquiry
Forensics Linkages Negative Info	Code 6521	X	14.28	per enquiry

Business Trace Solutions				
Business Trace Initial Search	Code 6512	X	5.72	per search
Business Trace Report	Code 6513	X	103.18	per report

4. COMMERCIAL SOLUTIONS

Modules	Product Code		Price – N\$	
Statutory Detail Investigation	5033	X	479.93	per investigation
Statutory Detail on File	5110	X	66.74	per enquiry
Subject Default	5111	X	229.64	per enquiry
Principal Detail	5112	X	58.71	per enquiry
Principal Default	5113	X	147.88	per enquiry
Enquiry History	5115	X	218.82	per enquiry
Bank Code - Express	5044	X	314.61	per investigation
Bank Code - 24 Hours	5022	X	229.64	per investigation
Bank Code - F & G	5024	X	455.46	per investigation
Bank On File	5116	X	58.71	per enquiry
Trade on File	5021	X	250.88	per enquiry
Trade Investigation	5036	X	510.17	per investigation
Deeds Search (all offices)	5117	X	373.52	per investigation
Deeds On Files	5118	X	109.20	per enquiry

Finance & Operations Investigation	5130	X	389.75	per investigation
Finance & Operations On File	5119	X	104.39	per enquiry

REPORTS				
Profile Investigation	5128	X	1,833.53	per investigation
Profile On File	5125	X	1,112.15	per investigation
Scan Investigation	5124	X	851.63	per investigation
Scan On File	5123	X	430.81	per investigation
Sole Proprietor Investigations	5249	X	801.15	per investigation

ONLINE ORDERING FACILITIES				
Principal Default	5031	X	147.88	per enquiry
Change In Search Criteria	5041	X	93.98	per enquiry
Registration Search	5129	X	406.19	per enquiry

INTERNATIONAL REPORTS				
Africa and Middle East, Asia and Oceania, Atlantic and Caribbean, Australia and New Zealand, Central and South America, Europe, Japan, Korea and Taiwan, North America	5675	X	Refer	per enquiry

MONITORING SERVICES				
Principal Registration Online Fee	5567	X	57.51	per enquiry
Business Registration Online Fee	5564	X	78.47	per enquiry
Business Monitoring Registration	5569	X	88.86	per enquiry
Principal Monitoring Registration	5570	X	64.91	per enquiry
Principal Monitoring Alert	5568	X	17.44	per enquiry
Business Monitoring Alert	5565	X	17.44	per enquiry



SERVICE APPLICATION FORM

SECTION A: TO BE COMPLETED IN FULL BY ALL CLIENTS APPLYING FOR TRANSUNION'S SERVICES			
A1: Name of your TransUnion sales consultant			
A2: Client's information			
1.	Full registered name of business or name of sole proprietor		
2.	Business registration number or Identity number of sole proprietor/partnerships		
3.	NCR registration number (if applicable)		
4.	Vat number		
5.	Trade Name/s of business		
6.	Nature of business i.e. Core Industry of business		
7.	Type of business e.g. Sole Proprietor/Pty Ltd/CC/Partnership /Limited /Parastatal/Other (specify)		
8.	Full name and surname of authorized signatory		
9.	Designation of authorized signatory		
10.	Domicillium address (i.e. this is your address at which you will accept service of legal notices/ documents)		
11.	Physical address		
12.	Postal address		
13.	Telephone number/s		
14.	Fax number/s		
15.	E-mail address of signatory		
16.	E-mail address to which electronic invoices should be sent		
17.	Holding company name		
18.	Holding company registration number		
19.	Affiliations (company name)		
A3: You must submit the following documents to us with this completed application form:			
The applicable documentation as set out in the Client Verification Checklist with proof that the person signing this contract is authorized to sign for you			
<table border="1"> <tr> <td>The Client Information Form</td> </tr> <tr> <td>Needs Analysis (if applicable)</td> </tr> </table>		The Client Information Form	Needs Analysis (if applicable)
The Client Information Form			
Needs Analysis (if applicable)			

The undersigned accepts the terms and conditions attached hereto; acknowledges that all services shall be subject to TransUnion Credit Bureau's Namibia General Terms and Conditions and that s/he is duly authorised to sign -

For & on behalf of the Client
 SIGNATURE : _____
 NAME : _____
 CAPACITY: _____
 DATE : ____/____/____

For & on behalf of TransUnion Credit Bureau Namibia (Pty) Ltd
 SIGNATURE : _____
 NAME : _____
 CAPACITY: COUNTRY MANAGER _____
 DATE : ____/____/____

A4: FOR OFFICE USE ONLY		
Sales Consultant:	<input checked="" type="radio"/> Yes <input type="radio"/> No	Subscriber Category (A, B, or C)
New Business	<input type="radio"/> Yes <input type="radio"/> No	Debtor Number _____
National Contract	<input type="radio"/> Yes <input type="radio"/> No	Subscriber Number _____
DMS Monthly Management Report	<input type="radio"/> Yes <input type="radio"/> No	Contract Number _____
Training Required	<input type="radio"/> Yes <input type="radio"/> No	Debtor Administrator's Name _____
DMS Management Report Monthly/Weekly	<input type="radio"/> Yes <input type="radio"/> No	DMS with every enquiry <input type="radio"/> Yes <input type="radio"/> No
Business to Business (B2B)	<input type="radio"/> Yes <input type="radio"/> No	Product Link maintenance required <input checked="" type="radio"/> Yes <input type="radio"/> No



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TransUnion
9th and 10th Floors, 11 Alice Lane, Sandton
Johannesburg, 2196

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www.transunion.co.za

SECTION B: GENERAL TERMS AND CONDITIONS OF CONTRACT**B1: STANDARD TERMS AND CONDITIONS****1. INTERPRETATION**

In this Agreement, clause headings are for convenience and shall not be used in its interpretation, and unless the context indicates the contrary intention:

- 1.1. any expression which denotes: (i) the singular shall include the plural and *vice versa*; (ii) any gender includes the other gender; and (iii) a person includes an artificial person or juristic person and *vice versa*;
- 1.2. any reference to any legislation shall include any amendment, replacement or re-enactment of such legislation from time to time;
- 1.3. when any number of days is prescribed, such number shall exclude the first and include the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day;
- 1.4. the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provides that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

2. DEFINITIONS

- 2.1. **"Agreement"** means this Agreement together with all Annexures, Schedules, Addenda, letters and notices hereto, all as may be amended in writing by the Parties from time to time;
- 2.2. **"Business Day"** means any day other than a Saturday, Sunday or public holiday in Namibia;
- 2.3. **"Batch enquiries"** means the processing of not less than 100 hundred Commercial Enquiries or the processing of not less than 500 Consumer Enquiries;
- 2.4. **"Client", "you", "your"** means the Party whose information is reflected on Part A2 of the Service Application Form.
- 2.5. **"Commercial Enquiries"** means enquiries done on a juristic person;
- 2.6. **"Confidential Information"** means personal information which belongs to a person and is not generally available to or known by others and any and all information or data which by its nature or content is identifiable as confidential and/or proprietary to us and you as the case may be;
- 2.7. **"Consumer Enquiries"** means enquiries done on a consumer/natural person;
- 2.8. **"Customer"**- shall mean any individual or legal entity that you may enquire on;
- 2.9. **"Group"** means your or our holding company (if applicable), your or our subsidiaries from time to time and (if applicable), all subsidiaries of the holding company from time to time;
- 2.10. **"Intellectual Property"** means all intellectual property of whatever nature owned and/or controlled by us or you, as the case may be, including without limiting the generality of the foregoing, all right, title and interest in and to all trademarks, trade names, trade secrets, technology, software, applications, web pages, logos, systems, methods, procedures, processes, domain names, styles, insignias, compilations, designs, patents, and copyright whether registered or not and in the case of us, includes scoring processes, design, layout, "look and feel", and "get up" of the Reports and the Recommendations;
- 2.11. **"Parties"** shall mean you and us or any combination of them or any one of them as the context may indicate;
- 2.12. **"Recommendation"** means a system generated recommendation, derived from a pre-determined set of rules used to analyse the Input Data and produce an objective opinion, which could include inter alia the following alternatives namely "accept", "refer", "serious refer" or "decline";
- 2.13. **"Reports"** means reports generated pursuant to the use by you of the Services;
- 2.14. **"Services"** means the services that you subscribe to from us from time to time, as set out in the relevant Annexures and/or Schedules as amended from time to time;
- 2.15. **"TransUnion", "we", "us", "our"** means TransUnion Credit Bureau Namibia (Pty) Ltd, registration number 902/059, a private company with limited liability having its principal place of business situated at Room 116, 1st Floor, BPI House, Independence Avenue, Windhoek, Namibia.

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3. COMMENCEMENT AND DURATION

- 3.1. This Agreement shall commence on the date of signature of this Agreement by the last Party signing last in time ("the Commencement Date") and shall continue for an indefinite period until terminated by either Party on no less than thirty (30) days written notice of termination to the other.
- 3.2. Notwithstanding clause 3.1 (Part B1), we may immediately terminate the Agreement should we be prevented by law from continuing to carry out our obligations in terms of this Agreement. We shall not be liable for any loss or liability of whatsoever nature which may arise as a result of termination of this Agreement in terms of this clause 3.2.

4. FEES AND PAYMENT

- 4.1. You agree to pay to us the fees and charges set out in the pricing Annexures and Schedules hereto without deduction or set-off of any nature. Payment shall be made into our nominated bank account as specified on our invoices, within thirty (30) days from the date of our invoice. Alternatively, you agree that all fees and charges may be debited from your bank account, in terms of the debit order form completed by you.
- 4.2. Fees and charges payable under this Agreement may be varied by us from time to time, and may be subject to additional terms and conditions in the Annexures or Schedules. You agree and understand that there will be an annual license fee increase which will be communicated yearly with the price increase letters.
- 4.3. All overdue accounts shall bear interest at the rate of 2% above the lending rate charged to us on our overdraft facilities by our bankers, First Rand Bank Limited (acting through its First National Bank Division), as certified by any manager of such bank, whose appointment and authority shall not be necessary to prove, calculated from the due date for such payment to the date of actual payment, both days inclusive. We also reserve the right to deactivate your access to our Services immediately in the event our invoices are not paid on due date.
- 4.4. If the price of any of the services are based on the rate or amount of any taxes, duties, levies or other imposts of any nature prevailing as at the Commencement Date, and if during the currency of this agreement any such taxes and the like are increased for any reason, then we shall be entitled to increase the prices stipulated in the pricing annexure attached hereto in accordance with any such increases on fourteen (14) days written notice to the effect, whereupon such increased prices shall subject to clause 4.5 (Part B1) be binding on you.
- 4.5. If the price of any of the services is increased in terms of clause 4.4 (Part B1), you shall be entitled, within the fourteen (14) day period referred to in 4.3 (Part B1), to terminate such services by giving us written notice of such termination. This agreement shall in such event continue to remain in full force and effect in relation to the remainder of the services.

5. ACKNOWLEDGEMENTS BY THE PARTIES

- 5.1. The Parties acknowledge and agree that:
- 5.1.1. they will at all times comply with the requirements for the receipt, compilation and reporting of information as prescribed by any relevant legislation;
- 5.1.2. where various company(ies) in your Group use the Service, you shall ensure that such Group company(ies) each agree to be bound by the terms and conditions of this Agreement and you shall in addition, be liable for any breach by a Group company(ies) of this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

The Parties agree and acknowledge that all right, title and interest in and to each Party's Intellectual Property vests in that Party. Nothing in this Agreement transfers ownership of either Party's Intellectual Property to the other Party.

7. CONFIDENTIALITY

Notwithstanding the cancellation or termination of this Agreement for any reason whatsoever, neither Party shall during the existence of this Agreement or at any time after the termination date use, divulge, disclose, exploit, or in any other manner whatsoever use the other Party's Confidential Information or disclose the existence or contents of this Agreement; provided that:

TransUnion Credit Bureau Namibia (Pty) Ltd, Subscriber Contract	Page 4	X Signatory initial here
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- 4.2. Fees and charges payable under this Agreement may be varied by us from time to time, and may be subject to additional terms and conditions in the Annexures or Schedules. You agree and understand that there will be an annual license fee increase which will be communicated yearly with the price increase letters.
- 4.3. All overdue accounts shall bear interest at the rate of 2% above the lending rate charged to us on our overdraft facilities by our bankers, First Rand Bank Limited (acting through its First National Bank Division), as certified by any manager of such bank, whose appointment and authority shall not be necessary to prove, calculated from the due date for such payment to the date of actual payment, both days inclusive. We also reserve the right to deactivate your access to our Services immediately in the event our invoices are not paid on due date.
- 4.4. If the price of any of the services are based on the rate or amount of any taxes, duties, levies or other imposts of any nature prevailing as at the Commencement Date, and if during the currency of this agreement any such taxes and the like are increased for any reason, then we shall be entitled to increase the prices stipulated in the pricing annexure attached hereto in accordance with any such increases on fourteen (14) days written notice to the effect, whereupon such increased prices shall subject to clause 4.5 (Part B1) be binding on you.
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- 5.1.2. where various company(ies) in your Group use the Service, you shall ensure that such Group company(ies) each agree to be bound by the terms and conditions of this Agreement and you shall in addition, be liable for any breach by a Group company(ies) of this Agreement.

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11. SUMMARY TERMINATION

If either Party being a partnership, is dissolved; or being an individual makes application for or is sequestrated, or is placed under or applies for an administration order; or being a company, ceases to trade, applies for or is wound-up (save for a voluntary winding-up for the purposes of a voluntary reconstruction or amalgamation), or is placed under a provisional or final order of liquidation or judicial management; or compromises or attempts to compromise generally with its creditors; or is deregistered from any organization or association that regulates the activities of either Party, then in any of those events the other Party shall be entitled, without prejudice to its other rights in law including the right to claim damages to cancel this Agreement or to claim immediate specific performance of all of the first-mentioned Party's obligations, whether or not otherwise then due for performance.

12. DOMICILIUM

12.1. The Parties choose as their *domicilium citandi et executandi* (address for purpose of **legal proceedings and legal notices**)

12.3.1 as regards you - the addresses set out in clause 10 (Part A) of the Service Applicant Form; and

12.3.2 as regards us – the address set out in clause 2.13 (Part B1) and marked for the attention of the Group Risk Executive.

at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties or at such other physical address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

12.2. Any written notices required in terms of clause 12.1 (Part B1) shall only be satisfied if such notice is given in a written, paper based form.

12.3. Any other written notices in connection with this Agreement shall be addressed:

12.3.1. As regards you - the address set out in clause 10 (Part A) of the Service Application Form.

12.3.2. As regards us – the address set out in clause 2.13 (Part B1) and marked for attention of the Country Manager or at such other address of which the Party concerned may notify the other in writing.

12.4. Any notice given in terms of this Agreement shall be in writing and shall –

12.4.1. if posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) Business Day following the date of such posting;

12.4.2. if delivered by hand between the hours of 09h00 and 16h30 on any Business Day be deemed to have been duly received by the addressee on the date of delivery;

12.4.3. if transmitted by facsimile be deemed to have been received by the addressee 1 (one) Business Day after despatch;

12.4.4. if sent electronically, shall be deemed to have been received on the first Business Day following the successful transmission thereof as evidenced by the electronic confirmation of receipt (unless the contrary is proven). It is recorded for the avoidance of doubt that a legal notice sent by a Party shall not be regarded as valid legal notice, if sent electronically in terms of this Clause 12.4.4.

12.5. Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party, at its chosen address set out above, shall be an adequate written notice of communication to such Party.

13. APPLICABLE LAW

The laws of Namibia shall govern the validity, interpretation and performance of this Agreement and the courts of Namibia shall have sole jurisdiction.

14. DISPUTE RESOLUTION

14.1. In the event of any dispute or difference arising between the Parties relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement with a monetary value of under N\$1million (one million Namibian Dollars), the dispute shall be referred for resolution to their respective Chief Executive Officers or their duly appointed nominees. A dispute within the meaning of this clause exists once one

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Party notifies the other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause. Within 10 (ten) Business Days following such notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each of the Parties for their negotiation and resolution of the dispute. The representatives shall be authorized to resolve the dispute and their decision shall be final and binding. In the event of the negotiation between the designated representatives not resulting in an agreement signed by the Parties resolving the dispute within 15 (fifteen) Business Days thereafter, the Parties may seek legal redress through the courts.

- 14.2. In the event of any disputes arising with a monetary value of more than N\$1 million (one million Namibian Dollars), the Parties shall refer it for arbitration. The arbitrator shall be, if the question in issue is:
- 14.2.1. primarily an accounting matter, an independent accountant agreed upon between the Parties;
- 14.2.2. primarily a legal matter, a practicing senior counsel with no less than 10 (ten) years standing agreed upon between the Parties; or
- 14.2.3. any other matter, an independent person agreed upon between the Parties.
- 14.3. The arbitration will be held as an expedited arbitration in Windhoek, Namibia and the Parties irrevocably agree that the decision of the arbitrator shall be final and binding on them; shall be carried into effect; shall have the right of review and may be made an order of any court of competent jurisdiction. If the Parties cannot agree on the arbitrator or appeal arbitrators within a period of 10 (ten) Business Days after the referral of the dispute to arbitration, the arbitrator and appeal arbitrators shall be appointed by the Chairperson of the Law Society of Namibia. The provisions of this clause 14.3 shall not preclude any Party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalization of this dispute resolution process for which purpose the Parties irrevocably submit to the jurisdiction of a division of the courts of Namibia. This clause 14 is a separate, divisible agreement from the rest of this Agreement and shall remain in effect even if the Agreement terminates, is nullified or cancelled for whatsoever reason or cause.

15. FORCE MAJEURE

- 15.1. If we are prevented or restricted directly or indirectly from carrying out all or any of our obligations under this Agreement by reason of an event of force majeure, then we shall be relieved of our obligations hereunder during the period that such event continues (and for so long as we are so prevented from fulfilling our obligations, then your corresponding obligations shall be suspended to the corresponding extent), and we shall not be liable for any delay and/or failure in the performance of our obligations under this Agreement during such period, provided that if the force majeure event continues for a period longer than fourteen (14) days, either Party may cancel this Agreement.
- 15.2. An event of force majeure shall mean any event or circumstance whatsoever which is not within our reasonable control including vis major, casus fortuitous, any act of God, strike, theft, fire, explosion, riot, insurrection or other civil disorder, war (whether declared or not) or military operations, the downtime of any communications line, the availability of any telecommunications service or infrastructure, international restrictions, any requirement of any international authority, any requirement of any government or other competent local authority, any court order, export control and shortage of transport facilities.

16. CESSION

- 16.1. You may cede your rights or delegate any of your obligations under this Agreement to your duly authorized agents or Affiliate Company without our prior written approval, provided that –
- 16.1.1. you have notified us of such cession twenty (20) Business Days before such event occurring; and
- 16.1.2. your authorized agent or affiliate company is not a competitor of ours or any of our Group Companies;
- 16.2. For the purposes of this clause “**Affiliate Company**” means any company which is your subsidiary of, your holding company of or a subsidiary of any holding company of you.

B2: OPERATIONAL TERMS AND CONDITIONS**1. THE SERVICES**

We shall, for the duration of this Agreement and subject to clause 4 (Part B1) of the Standard Terms and Conditions, render the Services to you on the terms and conditions set out in this Agreement.

2. DELIVERY MECHANISM

- 2.1. Subject to clause 3 (Part B2), the Parties will agree a delivery mechanism for you to connect to our systems in order for you to request and receive the Services from us.
- 2.2. If the Services and Reports are made available to you by means of a delivery mechanism requiring a security or access code, we shall furnish this to you. You must ensure that only you or your authorised representatives have access to the security or access code and that the security or access code is not shared by you or your authorized representatives. You must also notify us in writing immediately if, the security or access code is no longer secure or may have been disclosed to any unauthorised person/s, and we will replace the security or access code within a reasonable period after receipt of your written notification.
- 2.3. Except where you have provided us with the written notice in clause 2.2 (Part B2), you shall be liable for all transactions, fees and other costs arising out of the use by any person of the Service via the security or access code, whether or not such use is or has been authorised by you. This will include ad hoc requests for Batch Enquiries or other Services submitted from time to time by you to us, and all such requests shall be subject to the terms and conditions of this Agreement.
- 2.4. Any request for Services via a batch delivery mechanism will only be processed by us if the request is set out on our prescribed batch Customer Request Form.

3. SECURITY

- 3.1. You shall comply with and shall procure that all your employees, representatives, sub-contractors and agents abide by our policies and processes relating to the transmission of data and any other information between us via the delivery mechanism. Where necessary, we will furnish you with the necessary software including encryption software, to enable requests to be sent in the manner prescribed by us.
- 3.2. The Parties shall immediately notify the other Party in writing of any breach or attempted breach of security of which it becomes aware and will take reasonable steps to prevent a recurrence thereof and to mitigate the effects of such breach. Either Party may fully investigate such breach or attempted breach or the other Party shall give its full co-operation with such investigation. You shall be liable for transactions, fees and other costs arising out of the use by any person of the Services including use of the Services arising from a security breach.

4. CONSENTS

- 4.1. You warrant that prior to submitting to and/or requesting any consumer credit information or Reports from us, you have obtained all consumer consents that–
- 4.1.1. you may perform a credit enquiry in respect of such a Customer with us;
- 4.1.2. any information conveyed by you to us may be searched by other credit grantors;
- 4.1.3. If he/she fails meet his /her obligations to you, you may record his /her non-performance with us.
- 4.1.4. the Customer's account with you may be recorded by us;
- 4.1.5. you may transmit details to us of how the Customer has performed in meeting his/her/its obligations in terms of any agreement concluded between you and your Customer and share such information with other credit grantors for purposes of making any risk management decisions;
- 4.2. you hereby consent and agree that we may:
- 4.2.1. perform a credit search on your record with a registered credit bureau when assessing your application for Services and monitor your payment behaviour with a registered credit bureau;

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- 4.2.2. use new information and data obtained from other registered credit bureaux in respect of your future applications for Services;
- 4.2.3. record and transmit details of how you have conducted your account with us with any other registered credit bureau;
- 4.2.4. contact you to market any of our product offerings to you.

5. USE OF INFORMATION

- 5.1. You undertake and agree that:
 - 5.1.1. the information received from us shall be utilised by you solely and exclusively for the purposes of assessing the credit worthiness of the Customer;
 - 5.1.2. any information conveyed to us may be utilised by us as part of our data base in the ordinary course of our business;
 - 5.1.3. We may, at any time, and at our sole discretion remove any information from our database with immediate effect and/or verify the accuracy of any statement or information obtained from you.
 - 5.1.4. the trade secrets and confidential information shall be utilised by you solely and exclusively for the purposes of assisting you in your risk management decisions in the ordinary course of your business from time to time, and for no other purposes whatsoever;
 - 5.1.5. any information submitted by you to us is factual and accurate and does not form part of any dispute between you and your Customer;
 - 5.1.6. you shall not utilise any of the information supplied to you for use in any litigation or legal dispute without written permission first being obtained from our authorised representative which will not be unreasonably withheld.
 - 5.1.7. Any information released by us (including but not limited to any information contained in Recommendations and Reports) shall in no way be construed as our opinion on the solvency, financial standing, creditworthiness, integrity or motives of any party reported upon but merely reflects a recording of information received by us from various sources from time to time. Use of the Reports, the Recommendation and any other information as aforesaid requires you to use your own skill and judgment. You shall be solely liable for all opinions, recommendations, forecasts or comments made or actions and decisions taken in reliance on the Reports, the Recommendation and the information as aforesaid.

6. WARRANTIES

- 6.1. You warrant that:
 - 6.1.1. you do not and will not unless lawfully entitled to do so, take an upfront fee in order to remove or clear a negative listing appearing on a person's credit report from the records of a credit bureau;
 - 6.1.2. information submitted by you to us does not form part of any dispute between you and the person in respect of whom such information is submitted;
 - 6.1.3. where the accuracy of any information submitted by you to us is disputed and you are aware of the dispute, alternatively if any information is removed through dispute, you shall not resubmit the disputed information to us.
 - 6.1.4. you will give your Customers twenty (20) Business Days written notice of your intention to submit adverse information regarding the Customer before such information is submitted to us;
 - 6.1.5. You will provide us with i) credible evidence; or ii) your investigation conclusion, in respect of any challenge instituted by a data subject relating to information on their credit report, within 20 working days after the filing of such challenge, failing which we will remove the challenged information forthwith. Should you wish to reinstate the information relating to the challenge, you will be required to notify the data subject and allow him/her a period of 20 days in which to respond to your findings during which time we reserve the right to suspend your access to the records of the credit bureau and advise the Bank of Namibia accordingly, in accordance with the provisions of S26 of the Credit Bureau Regulations.
 - 6.1.6. you will not submit information to us on a Customer in respect of a debt that has prescribed in terms of the Prescription Act;
 - 6.1.7. you shall not, whether directly or indirectly, sell or use for any commercial purpose the Report(s) and/or any of the contents thereof;

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- 6.1.8. any information on a Customer and/or Report and/or Recommendation containing information on a Customer shall be used by you solely and exclusively for purposes set out in this Agreement;
- 6.1.9. you shall protect the confidentiality of any information pertaining to a Customer that we release to you and protect it against loss, wrongful alteration, unauthorized disclosure or access by unauthorized persons; accidental, unlawful destruction and unlawful intrusion;
- 6.1.10. each of which warranty shall be deemed to be material.
- 6.2. Save as specifically set out herein, we make no representations and give no warranties and/or guarantees of whatsoever nature, whether express, implied in Law, or residual in respect of this Agreement and the Services.

7 EXECUTION

This Agreement is executed for and on behalf of –

SIGNED AT _____ ON THIS THE _____ DAY OF _____

For: TRANSUNION CREDIT BUREAU NAMIBIA (PTY) LTD

NAME: Lara Burger _____ DESIGNATION: Country Manager _____
WHO WARRANTS THAT HE IS DULY AUTHORISED HERETO

SIGNED AT _____ ON THIS THE _____ DAY OF _____

For: _____

NAME: _____ DESIGNATION: _____
WHO WARRANTS THAT HE IS DULY AUTHORISED HERETO



CLIENT VERIFICATION CHECKLIST

Note: You must submit the documents listed below that are applicable to you, to TransUnion with your Subscriber Application Form.

Entity/Party	Documents Required	Other Supporting Documents Required
Company	Certificate of incorporation (CM1); and the notice of registered office (CM22) or the Amendment to Change of Directors (CM29) MANDATORY CM1 - Certificate of Incorporation reflecting the registration number and company name, PLUS if the company has been registered recently & has had no changes to Name or directors - CM22 - Notification/Confirmation of Company Registration OR If the company has been registered for some time & has had changes to directors - CM29 - Change of Directors IN ADDITION - if there have been changes to company name : : CM9 - Change of Company Name	Any one of the below documents are applicable to all Entities / Parties: 1(a) Electricity Account (not more than three months old) or 1(b) Lease/Rental agreement, or 1(c) Bank statement (not more than three months old),or 1(d) Tax clearance certificate (or document reflecting business details), or 1(e) Municipal rates and taxes Invoice (not more than three months old), or Electricity Account, or 1(f) Valid Television license. The above document needs to reflect the physical address of the Entity / Party.
Closed corporation	Certificate of Incorporation (CC1), or if not available, Founding Statement (CC2) reflecting CC's name, registration no, all member's names and ID numbers	
Partnerships	Resolution (per draft template attached)	
Trusts	Letters of authority reflecting the trust registration number	
Sole Proprietors	Copy of your identity document or if not available a copy of your passport	
Debt Collectors	Proof of current registration with the appropriate regulatory authority (for debt collectors)	
Agents acting on behalf of Credit Provider Association ("CPA") members & requiring access to CPA data	(a) Agency, mandate or (b) written confirmation from the CPA member that you have been appointed to act as its agent & access CPA data on its behalf	
Non-CPA members requiring access to CPA data	Written confirmation from the CPA that you have been given consent by the CPA to access CPA data.	
Other Legal Persons (e.g: churches, societies, charity, organizations; body corporate)	(a) Constitution or other founding document; (b) If required to register with a particular regulatory authority (e.g.: law society or estate agent's board) proof of such registration	
Persons signing the TransUnion Contract on your behalf	Proof that signatory is authorized to sign on behalf of the legal entity e.g.: resolution, authorization mandate	Signature:
<i>NB: resolution to be submitted by all new subscribers or when existing subscribers sign pricing or other amendments</i>		

Government – letter of confirmation on letterhead from Director General or Deputy Director General of department

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Municipality – letter of confirmation on letterhead from Mayor or Municipal Manager

Government schools and colleges – Certificate of Incorporation/Education Certificate – check for name of school/college



ANNEXURE "NAM_G"

CLIENT INFORMATION FORM

Your Account Consultant is :	
Contactable at :	

GUIDELINES FOR COMPLETION OF THIS FORM:

This form can be completed in Word format and submitted to TUCB attached to an e-mail OR completed manually, signed and faxed or handed to Your Account Consultant.

Note No.	Field Name	Explanation	Required
1	Date	Date on which this document is completed	Mandatory
2	Registered name	The name of the company as it appears on the Subscriber Agreement.	Mandatory
3	Decision maker	The name of the person who is authorised by You to sign the Subscriber Agreement with TUCB	Mandatory
4	Administrator	The person who will be responsible for maintaining Your company's user's access to TUCB. Should this person leave Your employ the Decision Maker is responsible for advising TUCB of the name and contact details of the new Administrator. TUCB will not be held liable for unauthorised people using user names issued to Your administrator or staff if You have not notified TUCB, in writing, to delete that user name.	Mandatory
5	Person to whom consumer disputes may be addressed	In terms of the NCA, every individual has the right to dispute information which he/she believes is incorrect on his/her credit profile. TUCB is required to investigate every dispute. If a dispute pertains to consumer credit information You have submitted on a consumer to TUCB or enquiries You did on a consumer, TUCB will require You to provide credible evidence in respect of such disputes.	Mandatory
6	Users	The Administrator will be supplied with a user name and password. Additional user names may also be requested. Every valid user MUST have their own user name. No user may share their user name with anyone else. The Administrator will have the functionality to set up additional users or may request TUCB staff to perform this function.	Optional
7	Core type(s) of business	Enter Your main type(s) of business in this field, e.g. insurance, micro-lending, etc..	Mandatory
8	Use of TUCB solutions	Indicate by means of an "X" in the YES or NO blocks the purpose (and consent, where required) for which Your business will use TUCB data	Mandatory
9	Subscriber number, Security code OR Debtor number	If You are an existing TUCB client and do not have this information, please request it from Your account consultant, whose contact details are above. If You are a new or potential client, please leave blank	



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Please complete all fields

Date ¹:

Registered Company name²

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Subscriber number ¹¹ OR Security Code ¹¹ OR Debtor number ¹¹

NCR Reg. No (if applicable) ⁴

In order to ensure our system security, the following information is required:

	Name	Designation	Telephone Number	E-mail Address
Decision maker ⁵ (person who signs the contract)				
** Administrator ⁶				
Person to whom CONSUMER DISPUTES should be addressed ⁷				
** THE ADMINISTRATOR IS YOUR DESIGNATED PERSON WHO WILL CONTROL WHICH OF YOUR STAFF WILL HAVE ACCESS TO TUCB'S DATA. ALL INSTRUCTIONS, TO TUCB, RELATING TO USER CREATE/UPDATE/DELETE MUST BE SENT BY THE ADMINISTRATOR. THE ADMINISTRATOR IS RESPONSIBLE FOR ENSURING THAT USERS HAVE THEIR OWN USERID'S/USER NAMES & THAT YOUR STAFF'S USERID'S/USER NAMES ARE USED ONLY BY THE ALLOCATED USER. PLEASE NOTE: An Administrator also has user functionality and does not need to be set up as a user in order to access TUCB data.				
* User 1 ⁸				
* User 2				
* User 3				
* User 4				
* User 5				
* User 6				
* User 7				
* User 8				
* User 9				
* User 10				
* USERS ARE THE PEOPLE THAT YOU AUTHORIZE IN YOUR BUSINESS TO ACCESS CREDIT INFORMATION ON YOUR BEHALF & TO WHOM TUCB WILL ASSIGN USER ID'S/USER NAMES AND PASSWORDS TO ACCESS OUR DATABASE. SHOULD ANY OF THE USERS LEAVE YOUR EMPLOY, YOUR ADMINISTRATOR OR DULY AUTHORIZED REPRESENTATIVE IS OBLIGED TO INFORM TUCB OF THIS IN WRITING. USER NAMES MUST NEVER BE TRANSFERRED FROM ONE USER TO ANOTHER USER. Requests to reset a revoked password will only be processed if submitted by the user themselves or the administrator.				

INDUSTRY

Core type(s) of business ⁹

Industry

REASONS FOR WHICH YOU WILL REQUEST CONSUMER CREDIT INFORMATION FROM TUCB:

Please specify (& tick the appropriate blocks) the reasons for which You will request consumer credit information from TUCB and specify whether or not You will obtain the consumer's consent to do such enquiries on their credit reports

	Yes	No
1 CREDIT GRANTING TO BUSINESSES <i>NB1: credit granting means e.g.: a loan or credit facility granted to a business on which interest and/or fees are charged. NB2: If You only charge interest and/or fees when an account falls into arrears, or if You grant trade credit or 30 day accounts, these are <u>not credit agreements</u>, and You should NOT select this enquiry reason; select Other Use instead.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2 CREDIT GRANTING TO INDIVIDUALS <i>NB1: credit granting means e.g.: a loan or credit facility granted to a consumer on which interest and/or fees are charged. NB2: If You only charge interest and/or fees when an account falls into arrears, this is <u>not a credit agreement</u> and You should NOT select this enquiry reason; select Other Use instead.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3 EMPLOYEE VETTING for positions that entail the handling of cash or finances <i>NB1: Consumer consent is mandatory. NB2: This enquiry reason may ONLY be selected if You have consumer consent and the employee is applying for a job that requires the TRUST & HONESTY & ENTAILS HANDLING OF CASH OR FINANCES.</i> Will You obtain the consent of the employee/prospective employee to do this enquiry?	<input type="checkbox"/>	<input type="checkbox"/>
4 TRACING		
4.1 by a credit provider in respect of a credit agreement concluded between the credit provider and the consumer;	<input type="checkbox"/>	<input type="checkbox"/>
4.2 by a third party acting as agent for the credit provider, to trace in respect of a credit agreement concluded between that credit provider and the consumer	<input type="checkbox"/>	<input type="checkbox"/>
5 TRACING for debt collection where book debt of a credit provider is sold or ceded to You. <i>NB: if the book debt does not relate to credit agreements, You may not select this enquiry reason</i>	<input type="checkbox"/>	<input type="checkbox"/>
6 ASSESSMENT OF A DEBTORS BOOK of a business for the purpose of:-		
6.1 sale or valuation of that debtors book; or	<input type="checkbox"/>	<input type="checkbox"/>
6.2 any other transaction that is dependent on determining the value of the business or that debtor's book.	<input type="checkbox"/>	<input type="checkbox"/>
7 SETTING A LIMIT in respect of the supply of goods, services or utilities. <i>NB: Consumer consent is mandatory.</i> Will You obtain consumer consent to do this enquiry?	<input type="checkbox"/>	<input type="checkbox"/>
8 ASSESSING an application for insurance <i>NB: Consumer consent is mandatory & this reason may only be selected by parties who are providers of insurance to consumers.</i> Will You obtain consumer consent to do this enquiry?	<input type="checkbox"/>	<input type="checkbox"/>
9 VERIFYING educational qualifications and employment. <i>NB1: Consumer consent is mandatory. NB2: You may not use any negative data on an employee's/prospective employee's credit profile as a basis for denying him/her employment.</i> Will You obtain consumer consent to do this enquiry?	<input type="checkbox"/>	<input type="checkbox"/>

11.1.22

NAKOPA PROJECT: APPRECIATION OF PUBLIC OPEN SPACE WITH PRACTICE-ORIENTED LEARNING OBJECTS IN SWAKOPMUND

(C/M 2024/09/03 - 16/2/12/1/1, 5/2/4/5)

Ordinary Management Committee Meeting of 14 August 2024, Addendum **8.19** page **56** refers.**A. This item was submitted to the Management Committee for consideration:****1. Introduction**

This submission is a formal request for the Council to endorse this project titled: Appreciation of Public Open Space With Hands-On Learning Objects In Swakopmund.

2. Background

Council resolved on **16 June 2024 under item 10.5** as follows

- (a) *That permission be granted for the following officials to attend the 4th SDG Networking meeting of the German-Namibian Municipal Partnerships in Berlin, Germany from 19-21 June 2024 and attended a partnership network meeting in Giessen from 22 - 29 June 2024:*
- Mr A Benjamin
 - Mr R Ujaha
 - Ms A Gebhardt
- (b) *That it be noted that the 4th SDG Networking meeting of the German-Namibian Municipal Partnerships is fully funded, but Council be responsible for the subsistence and travelling allowances, of the officials during that period (as per the Policy on Travelling, Accommodation & Subsistence).*
- (c) *That shuttle services be used to transport the officials to and from the Hosea Kutako International Airport, (Windhoek).*
- (d) *That Council be responsible for the payment of the visas and shuttle services for the officials, which will be refunded by the sponsors upon proof of invoice.*
- (e) *That special leave be granted to the officials for the purpose of travel to from visa application and when travelling to Germany during June 2024.*
- (f) That Council take note of the Nakopa Project, and the contract be submitted to Management Committee for endorsement.**
- (g) *That the activity schedule and project report be submitted to the Management Committee on a regular basis.*

The City of Giessen and the Municipality of Swakopmund have jointly applied for project funding from NAKOPA in line the with MoU entered into by both parties. The (NAKOPA) program, provides funding to support municipal partnerships involving German municipalities in localizing the Sustainable Development Goals (SDGs).

NAKOPA stands for "Nachhaltige Kommunalentwicklung durch

Partnerschaftsprojekte" (Sustainable Municipal Development through Partnership Projects). It is a program under Engagement Global that supports partnerships between municipalities in Germany and those in the Global South to promote sustainable development. Its primary objective is to promote sustainable development and global learning by providing resources and assist various stakeholders, including non-governmental organizations (NGOs), educational institutions, municipalities, and individuals.

This project shorthand titled "*Meeting Island made of regenerative materials in Swakopmund*" aligns with our Structure Plan 2020-2040, focusing on public open spaces, urban agriculture, smart city initiatives, and manufacturing, reflecting the broader objectives of sustainable development.

(a) Project Goal

This project aims to elevate the value of public spaces such as parks and playgrounds as focal points for community interaction. By doing so, it will actively support the achievement of Sustainable Development Goals (SDGs), specifically SDG 4: Quality Education and SDG 11: Sustainable Cities and Communities.

(b) Project Objectives

- *Enhance sustainable urban design in Swakopmund, aligning with SDG 11's mandate to "Make cities inclusive, safe, resilient, and sustainable."*
- *Foster knowledge exchange among municipalities and learners to enhance practical learning experiences and promote positive intercultural interactions.*
- *Support the development and expansion of practical and job-market-oriented vocational training.*
- *Provide technical skills to enable more youth and adults to secure employment, decent work, and entrepreneurial opportunities.*
- *Ensure equitable access to and improved quality of safe green spaces and public areas.*
- *Expand training in the field of renewable energy(solar installation and maintenance).*

(c) Project Grant

*The NAKOPA program will fund this project in the total amount of €110,745.00 (N\$2.2 million) through our municipal partnership cooperation and the project implementation is scheduled from **01 June 2024 to 05 May 2026 (3 years).***

(d) Implementing Partners

City of Giessen, Municipality of Swakopmund, COSDEC (Swk) & Center for Work and Environment Gießen (ZAUG). Attached is the presentation by ZAUG).

(e) Project Activities

- *Conduct research to identify and manufacture appropriate modules for a meeting island in an open public space in Swakopmund.*
- *Develop an innovative, adaptable meeting island for public spaces.*
- *Create encounter islands as modular and flexible prototypes, involving learners and trainers from both qualification centers to determine the most suitable construction for various public open spaces.*
- *Conduct a testing phase with the manufactured meeting islands in the*

communities.

- Increase community appreciation of the neighborhood meeting place through active participation.

(f) Project Expert Exchange Programme

- A work shadowing workshop aimed at enhancing capacity and competence will take place in Giessen during **October 2024**.
- A delegation of 6 individuals, including a trainer, students from COSDEC, and Mr. Robeam Ujaha (project coordinator), will participate in this workshop to gain insights into practice-oriented teaching, participatory processes, and modular design.
- Both city project coordinators will attend to support the planned implementation methods and programs in Giessen.
- Mr. Robeam Ujaha (project coordinator) and the COSDEC delegation need to apply for Schengen Visas at the German Embassy in Windhoek.
- Permission should be granted to travel with an official vehicle to Windhoek and back during **September 2024** for visa submission and collection.
- Council is requested cover the costs of the visas and shuttle services to travel to Hosea Kutako International Airport (Windhoek) and back for the trip to Germany. These expenses shall be reimbursed by the sponsors (NAKOPA) upon submission of invoices.
- Mr. Robeam Ujaha (project coordinator) should be granted special leave and subsistence and travel allowances (S&T) in accordance with Council policy for an overnight stay in Windhoek during the visa application process and when traveling to Germany.

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

RECOMMENDED:

- (a) That Council endorse and support this project title; Construction of Meeting Island in open spaces made of regenerative materials in Swakopmund.**
- (b) That it be noted that this project is fully funded by NAKOPA.**
- (c) That Council be responsible for the subsistence and traveling allowances, of the official (as per the Policy on Travelling, Accommodation & Subsistence).**
- (d) That Council takes note of the (attached) presentation from a vocational training center called ZAUG in Giessen.**
- (e) That Council recognizes COSDEC role as the local project implementing stakeholder.**
- (f) That Council acknowledges the role of Mr Robeam Ujaha (Environmental Health Practitioner) as the project coordinator.**
- (g) That Council grant approval to the above-mentioned staff member to travel with the delegation from COSDEC to Germany during October.**
- (h) That special leave be granted to the above-mentioned staff member for the purpose of travel for VISA application and when traveling to Germany as required.**

- (i) That Council grants permission for an official vehicle to be made available to transport COSDEC delegation to Windhoek , for the purpose of VISA application submission and collection.
 - (j) That shuttle services be used to transport the official and COSDEC delegation to and from the Hosea Kutako International Airport, (Windhoek).
 - (k) That Council be responsible for the payment of the VISAS and shuttle services for the official and COSDEC delegation, which will be refunded by the sponsors upon proof of invoice
 - (l) That traveling and subsistence allowance is paid in terms of Council policy when required and the expenses be defrayed from the Conference Expenses Vote: 300015505500.
 - (m) That the General Manager of Engineering Services & Planning Department be requested to assist with technical advice regarding the construction material.
 - (n) That the General Manager of Economic Development Services Department be authorized to assist with the identification (at least 2 locations) and grant permission for the use of public open spaces for the implementation of this project.
 - (o) That the project report be submitted to the Management Committee on a regular basis.
-

**Documents
Containing
Personal
Information Are
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The Agenda As
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MANAGEMENT.**

11.1.23

APPLICATION FOR THE REZONING OF ERF 651, SWAKOPMUND PROPER FROM "GENERAL RESIDENTIAL 1" WITH A DENSITY OF ONE DWELLING PER 100M² TO "GENERAL BUSINESS" WITH A BULK OF 2 AND CONSENT TO PROCEED WITH THE DEVELOPMENT OF A RESTAURANT WHILE THE REZONING IS IN PROGRESS

(C/M 2024/09/03 - E 651)

Ordinary Management Committee Meeting of 14 August 2024, Addendum 8.20
page 03 refers.

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

1. Purpose

The purpose of this submission is for the Council to consider the application for the rezoning of Erf 651, Swakopmund Proper from "general residential 1" with a density of one dwelling per 100m² (1:100m²) to "general business" with a bulk of 2 and consent to proceed with the development of a restaurant while the rezoning is in progress.

2. Introduction and Background

An application for the rezoning of Erf 651, Swakopmund Proper from "general residential 1" with a density of 1:100m² to "general business" with a bulk of 2 and consent to proceed with the development of a restaurant while the rezoning is in progress was received by the Engineering and Planning Services Department from Stewart Planning Town & Regional Planners acting on behalf of the registered owners. The application is attached as **Annexure A**.

3. Ownership

The ownership of Erf 651, Swakopmund Proper, vests in Steven and Lindsey Leatham as held by Deed of Transfer No: T 4778/2002 & T 4779/2022.

4. Locality, Zoning and Size

Erf 651, Swakopmund Proper, is located in the western central part of the Business District of Swakopmund, along Sam Nujoma Avenue. The erf is zoned "general residential 1" with a density of 1:100m² and measures 599m² in extent.



Figure 1: Locality of Erf 651, Swakopmund Proper

5. **Access, Parking, and Municipal services**

Access to Erf 651, Swakopmund Proper is currently obtained from Sam Nujoma Avenue and will be maintained. The erf is located in an area that is already connected to the services network. Parking for the proposed development will be provided as stipulated by the Swakopmund Zoning Scheme.

6. **Public Consultation**

The proposed rezoning was advertised in the Namibian and Namib Times newspapers on the 10th & 17th May 2024, respectively. A notice was also placed on site and was published in the Government Gazette No. 8365, dated 15th May 2024. Neighboring property owners were notified in writing of the intent via registered mail. An error was made in the first publication and the Government Gazette regarding the zoning of the erf, however, it was rectified, and an explanation was provided, this error is of little to no significance considering the subsequent rectification and the duration of the rezoning process. The last date for the submission of comments and objections was the 6th of June 2024. One written objection was received by the closing date. Please see the proof of notice report attached as **Annexure B**.

7. **Development Proposal**

The owners of Erf 651, Swakopmund Proper intend to convert the existing house and outbuilding into a restaurant. The owners have expressed that due to the location of the property along Sam Nujoma Avenue, it is undesirable for residential use due to the high volumes of traffic experienced along this street as a result of the school (Namib Primary School) and the Artemis Hotel down the road from the subject property.

In terms of the current zoning, a restaurant is not permitted, however, it is a primary right on erven zoned for general business purposes. It is against this background that the rezoning application is submitted. The owners also request consent to operate the restaurant from the outbuilding and garage while the rezoning is in process.

The proposed development is expected to integrate well with the mix of land uses in this area which is comprised of the school, government offices, high-density apartments, and other businesses. It is important to note that although Erf 651, Swakopmund Proper is not listed in terms of heritage use, it falls within the conservation area and approval from the National Heritage Council of Namibia is required.

8. **Objections**

An objection was received from the owners of Erf 594, Swakopmund Proper who cited the following as their grounds for objection:

- 8.1 *The assumption that the sale of liquor in the restaurant will result in noise and bad behavior by the clients of the restaurant and have a negative impact on Seeblick's tranquillity and peace.*
- 8.2 *Bad odor likely to be generated by the restaurant anticipated to be enhanced by the southwestern wind.*
- 8.3 *The attraction of unwanted characters who will be plundering cars parked at the restaurant and spilling over to Seeblick complex.*
- 8.4 *Parking area for parents to be taken over by clients of the restaurant.*

The applicant highlighted that the proposed restaurant will be like any other restaurant in the CBD where the sale of alcohol is governed by relevant laws and regulations. The purported view that the clientele of the restaurant will become unruly and cause a disturbance is therefore void of truth. With respect to the second ground for objection, the applicant noted that the concerned bad odor will be mitigated by the Environmental Impact Assessment study and that Council reserves the right to not issue a fitness certificate should they be concerned about the non-adherence of the proposed development to health standards and regulations.

The proposed restaurant is located in the CBD which generally attracts several people, the idea that the proposed development will attract unwanted characters who will plunder cars parked by the restaurant and affect Seesblick apartments is unfounded and cannot be proven. Sam Nujoma Avenue is a wide street with sufficient parking provided for use by the school, the Artemis Hotel as well as the Ministry of Environment, Forestry, and Tourism, the proposed development will not take away from the use of the parking as the times of use vary.

9. **Evaluation**

The Swakopmund Structure Plan encourages the revitalization of the CBD by incorporating more flexible uses of retail, office, and residential without destroying the façade of the buildings. Given the location of Erf 651, Swakopmund Proper along a major road, it can be agreed that it is undesirable for use as a residential property by a single family.

The rezoning of Erf 651, Swakopmund Proper can therefore be positively considered as it is in line with Council's long-term vision and will ensure the optimum use of the property in this location. While Erf 651, Swakopmund Proper is located opposite a school, the restaurant is not anticipated to be busy during the day, one can comparably consider the Altstadt Restaurant located on Erf 257, Swakopmund Proper, a few meters away from Erf 651, Swakopmund and the hotel located on Erf 5364, Swakopmund Proper. Additionally, there are general business erven located to the rear of the school.

When considering the proposed rezoning of Erf 651, Swakopmund Proper, the new urbanism principle of mixed-use and diversity comes to mind. The mix of a variety of residential, office (on Erf 234), medical (on Erven 2746 & 860), retail (along Sam Nujoma Avenue & Tobias Hainyeko) & restaurants (in various locations in the CBD including Erf 257, Swakopmund which is in close proximity to Erf 651, Swakopmund Proper. This creates a diverse neighbourhood where people want to live, work, play and stay. Swakopmund has recently been referred to as the City of Adventure, which is a city that encompasses the aforementioned. The proposed rezoning therefore falls well within this description.

10. **Environmental Consideration**

A rezoning from residential use to commercial use requires the submission of an environmental clearance certificate as it is a listed activity in terms of the Environmental Management Act, Act No.7 of 2007 and its Regulations. The rezoning of Erf 651, Swakopmund from "general residential" with a density of 1:100m² to "general business" is subject to an environmental impact assessment before the submission of the application to the Urban and Regional Planning Board.

11. **Conclusion**

The rezoning of Erf 651, Swakopmund Proper is in line with Council's long-term vision of revitalizing the central business district by encouraging a mixture of land uses. Seeing that the application will conform to the Swakopmund Zoning Scheme, it can be supported as it is not foreseen to have any significant negative impacts on the area.

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

RECOMMENDED:

- (a) That the rezoning of Erf 651, Swakopmund Proper from "General Residential 1" with a density of 1:100m² to "General Business" with a bulk of 2 be approved.
 - (b) That consent to proceed and operate with the development of a restaurant while the rezoning is in progress be turned down.
 - (c) That the rezoning of Erf 651, Swakopmund Proper from "General Residential 1" with a density of 1:100m² to "General Business" with a bulk of 2 be subject to a compensation fee of 40% of the increase in value as per stipulations of the Betterment Fee Policy of 2009 and be paid by the applicant before any submission of building plans to the Engineering and Planning Services Department for approval.
 - (d) That parking be provided on-site in line with the Swakopmund Zoning Scheme.
 - (e) That the rezoning of Erf 651, Swakopmund Proper from "general residential 1" with a density of 1:100m² to "general business" with a bulk of 2 be subject to an Environmental Impact Assessment in accordance with the provision of the Environmental Management Act, Act 7 of 2007 before submission of the rezoning application to the Urban and Regional Planning Board.
 - (f) That the objector be informed of the Council's decision and their right to appeal to the Minister against the Council's Resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018) within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.
-

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11.1.24 **DONATION OF ERVEN TO RESIDENTS IN EXTENSION 37**
(C/M 2024/09/03 - 16/4/2/1/14)

Ordinary Management Committee Meeting of 14 August 2024, Addendum **8.21**
page **112** refers.

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

1. **INTRODUCTION**

The purpose of this submission is to provide information to the Council regarding the donation of erven to residents occupying the erven in extension 37.

2. **BACKGROUND**

Extension 37 was serviced with the funds of the Ministry of Urban and Rural Development. The erven are quite large and therefore not realistic for low-cost housing.

Annexure A shows 124 single residential erven allocated to beneficiaries from a total of 209 single residential erven in Extension 37. The 124 erven are allocated to the beneficiaries with the highest income living on site since that will require the least movement of people. This will be referred to as the first phase.

Annexure B shows 209 erven with 691 beneficiaries recorded. The beneficiaries indicated in red are allocated according to income compared to the other occupants sharing the same erven. There are more beneficiaries with high and middle income who need to be allocated erven once the low-income and unemployed occupants are relocated. That will be the second phase.

Annexure C shows a map of Extension 37 with allocated erven crossed out.

Annexure D shows the General Plan.

3. **METHODOLOGY**

The methodology applied to the registration was to identify individual structures per erf and mark the doors with spray paint. So, if there were 4 structures identified on an erf, the first one would be numbered as 1/4, the second as 2/4, etc. Where multiple structures are found a structure is unoccupied, and no occupant is registered the list will reflect only e.g. 2/2. Once the occupant of the first structure reports to Housing, they will be added as 1/2. The reason for numbering the door is that once the household is relocated, the door will move with them and remain easily identifiable.

Annexure "B" shows the erf number and the total number of structures per erf i.e. 1/1 if there is only one structure with 1 occupant on the erf and 1/4, 2/4, 3/4, 4/4, etc. if there are 4 structures, 4 occupants or families. In some cases, a structure will have 1 door but 2 unrelated occupants living in the same shack who would then be registered as e.g. 2 × 4/4. On the registration form, one would be registered as the owner and the other as the tenant.

4. DISCUSSION

To improve the chances of successful transfer and continued ownership, the residents with the highest income on an erf have been selected for the allocation.

The 209 single residential erven will be donated to first-time homeowners only. The beneficiaries selected for final approval are required to pay an N\$ 1,000.00 administration fee to the Finance Department.

Council needs to prevent the situation, that has occurred previously, where beneficiaries purchase low-cost land, do not invest in it, or improve it, and simply sell it and then resettle in an informal area again. This does not relieve the housing crisis but simply perpetuates and aggravates it since the community loses faith in the process and Council.

The council's goal is to eradicate informal structures to provide dignified housing. It is therefore not ideal to permit the construction of temporary structures in Ext 37 as it will complicate enforcement and safety issues. If the new owner sells the erf, they will not be assisted in a low-income housing scheme again.

The 10-year restrictive clause and a pre-emptive right will be included in the Deed of Donation for all erven to be donated in Ext. 37.

The entire Ext. 37 is congested therefore residents were also allowed to purchase smaller erven in Ext. 31 to clear some structures in Ext. 37. In light of the above it is advised that allocation of erven be done in phases.

The remaining low-income or unemployed occupants will need to be relocated to the Northern Wedge when it is ready for occupation.

5. PROPOSAL

It is proposed that 124 out of 209 erven in Extension 37 be donated to the residents of Seaside. The informal settlers who cannot be accommodated in Ext 37 be accommodated at the Northern Wedge, when the area is ready for occupation.

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

RECOMMENDED:

- (a) That Council approves the first phase of donation of 124 out of 209 erven in Ext 37 to the residents with high and middle income as follows:**

Ordinary Council Meeting - 03 September 2024

No.	Residing Erf No.	SQM	NAMES	Surname	Allocated Erf No.	SQM	ID NUMBER	Land Value	Salary	Income	Registration
1	9446 (1/6)	375	Heskiel Uuyuni Tweutala	Temus	9446 (1/6)	375	85052710348	N\$68 000.00	NAD 5 070.00	Middle Income	24/Jan/2023
2	9447 (3/7)	375	Elias Henghali	Shokololo	9447 (3/7)	375	93091201341	N\$68 000.00	NAD 3 240.00	Middle Income	25/Jan/2023
3	9449 (2/2)	375	Hertha	Amupadhi	9449 (2/2)	375	95050800048	N\$68 000.00	NAD 3 740.98	Middle Income	15/Mar/2023
4	9450 (2/3)	363	Gideon	Nandjala	9450 (2/3)	363	69040501459	N\$66 000.00	NAD 6 798.38	High Income	23/Jan/2023
5	9451	363	Jason	Ndokosho	9451	383	76120610081	N\$66 000.00	NAD 11 374.98	High Income	23/Jan/2023
6	9452 (2/7)	375	Anna Maria	Johannes	9452 (2/7)	375	92102700167	N\$68 000.00	NAD 4 320.00	Middle Income	23/Jan/2023
7	9453 (3/3)	375	Salom Ndeilodino	Shiinda	9453 (3/3)	375	96101700550	N\$68 000.00	NAD 5 955.00	Middle Income	23/Jan/2023
8	9454 (2/2)	375	Sofia Ndapandula Kaulikalehwa	Kaulinge	9454 (2/2)	375	85052210407	N\$68 000.00	NAD 5 482.43	Middle Income	23/Jan/2023
9	9456	Gen Res	Future Kupindikua	Kavei	9597	378	84102510362	N\$68 000.00	NAD 13 898.39	High Income	15/Mar/2023
10	9456 (1/3)	Gen Res	Herold	Urikeraka	9587	394	77091910222	N\$70 000.00	NAD 15 928.23	High Income	24/Jan/2023
11	9456 (2/8)	Gen Res	Jonas	Kamali	9586	485	84082610022	N\$88 000.00	NAD 28 849.57	High Income	24/Jan/2023
12	9456 (2/0)	Gen Res	Johannes Inekela	Kayuhwa	9609	552	79060200187	N\$100 000.00	NAD 30 925.25	High Income	24/Jan/2023
13	9456 (3/8)	Gen Res	Engelbert Shikongo	Shikongo	9532	375	95030200851	N\$68 000.00	NAD 9 000.00	High Income	24/Jan/2023
14	9456 (4)	Gen Res	Ida Veliraro	Kasaona	9455	375	85062610745	N\$68 000.00	NAD 22 523.72	High Income	24/Jan/2023
15	9457 (2/6)	411	Leevi Shipape	Ankoshi	9457 (2/6)	411	62060201632	N\$74 000.00	NAD 9 727.33	High Income	24/Jan/2023
16	9458 (1/2)	411	Elia Mandume	Nyemwajaja	9458 (1/2)	411	78101011145	N\$74 000.00	NAD 16 224.09	High Income	24/Jan/2023
17	9460 (2/3)	411	Kaupukwa	Kavan	9460 (2/3)	411	91032600349	N\$74 000.00	NAD 3 008.68	Middle Income	24/Jan/2023
18	9461 (2/7)	411	Vaino Tuyeni	Leonard	9461 (2/7)	411	89040800146	N\$74 000.00	NAD 13 610.57	High Income	15/Mar/2023
19	9462 (2/2)	411	Ignatia Uuezius	Tjeriko	9462 (2/2)	411	84082811036	N\$74 000.00	NAD 4 163.33	Middle Income	23/Jan/2023
20	9463 (3/3)	411	Caroline	Tjambinu	9463 (3/3)	411	74080400772	N\$74 000.00	NAD 3 053.81	Middle Income	23/Jan/2023
21	9464 (3/5)	411	Natanael Jason	Ndjaleka	9464 (3/5)	411	96012201079	N\$74 000.00	NAD 3 369.40	Middle Income	27/Jan/2023
22	9465 (1/2)	411	Eddy Horison Nande	Sheetheni	9465 (1/2)	411	94113001154	N\$74 000.00	NAD 3 055.96	Middle Income	20/Jan/2023
23	9466 (2/4)	411	Lukas	Amutoko	9466 (2/4)	411	86070400593	N\$74 000.00	NAD 5 755.05	Middle Income	20/Feb/2023
24	9468 (1/1)	385	Reinhold	Mwahangavaya	9468 (1/1)	385	88021000511	N\$70 000.00	NAD 8 479.00	High Income	25/Jan/2023
25	9469	342	Hishipo	Pali	9469	342	71030300488	N\$62 000.00	NAD 7 105.48	High Income	19/Jan/2023
26	9474 (1/5)	381	Kefas Shooya	Titus	9513	370	92011700817	N\$66 000.00	NAD 4 438.55	Middle Income	20/Feb/2023
27	9477 (1/1)	334	Kahengombe	Mungendje	9477 (1/1)	334	85042710780	N\$60 000.00	NAD 3 300.00	Middle Income	3/Feb/2023
28	9478 (1/2)	375	Elizabeth	Vatonda	9478 (1/2)	375	74080610408	N\$68 000.00	NAD 3 500.00	Middle Income	14/Mar/2023
29	9479 (1/1)	375	Albert	Kamujama	9479 (1/1)	375	73030800539	N\$68 000.00	NAD 3 230.00	Middle Income	3/Feb/2023
30	9480 (1/4)	375	Efraim	Ketuahena	9524	400	84020211043	N\$68 000.00	NAD 5 500.00	Middle Income	9/Feb/2023
31	9481 (3/4)	375	Rudolph Venomuinjo	Ruhumba	9481 (3/4)	375	84080610467	N\$68 000.00	NAD 5 766.84	Middle Income	14/Mar/2023
32	9482 (1/5)	375	Vetjueavihe	Mukandi	9482 (1/5)	375	93081400791	N\$68 000.00	NAD 3 336.84	Middle Income	3/Feb/2023
33	9483 (2/3)	375	David	Iyambo	9483 (2/3)	375	73081010020	N\$68 000.00	NAD 3 361.77	Middle Income	16/Feb/2023
34	9484 (3/3)	375	Upengisa	Ngajove	9484 (3/3)	375	ID 00012001597	N\$68 000.00	NAD 4 407.97	Middle Income	4/Feb/2023
35	9485 (6/6)	375	Batseba	Nguvenjengua	9485 (6/6)	375	90010900209	N\$68 000.00	NAD 5 209.05	Middle Income	3/Feb/2023
36	9486 (3/3)	375	Paavo Heita Nghishidali	Sem	9486 (3/3)	375	77102900260	N\$68 000.00	NAD 7 340.66	High Income	16/Feb/2023
37	9489 (1/1)	363	Eveline	Tjiuondeka	9489 (1/1)	363	77010410119	N\$66 000.00	NAD 3 320.00	Middle Income	25/Jan/2023
38	9490 (7/7)	363	Filipus Shafokutua	Paulus	9490 (7/7)	363	86070800699	N\$66 000.00	NAD 4 857.76	Middle Income	25/Jan/2023
39	9491 (2/2)	375	Festus	Sheetheni	9491 (2/2)	375	86090200484	N\$68 000.00	NAD 33 772.33	High Income	6/Feb/2023
40	9492 (1/1)	375	Timoteus	Nangolo	9492 (1/1)	375	80123100038	N\$68 000.00	NAD 6 500.00	High Income	6/Feb/2023
41	9493 (2/2)	375	Riispa Nepemba	Kapolo	9493 (2/2)	375	79121310335	N\$68 000.00	NAD 5 380.79	Middle Income	6/Feb/2023
42	9494 (3/3)	375	Jeremia	Kapuluwa	9494 (3/3)	375	78101310266	N\$68 000.00	NAD 5 281.05	Middle Income	14/Mar/2023
43	9495 (1/2)	375	Leonard	Mateus	9534	375	70102000875	N\$68 000.00	NAD 3 600.00	Middle Income	22/Feb/2023
44	9496 (1/1)	375	Abiatar	Hango	9496 (1/1)	375	80032210310	N\$68 000.00	NAD 5 790.00	Middle Income	6/Feb/2023
45	9501 (4/4)	493	Zenouanga	Ndukirepo	9501 (4/4)	493	84100910417	N\$88 000.00	NAD 3 386.00	Middle Income	7/Feb/2023
46	9503 (1/2)	375	Aloisa	Arna-Goas	9503 (1/2)	375	54072200123	N\$68 000.00	NAD 3 198.56	Low Income	7/Feb/2023
47	9504 (1/5)	375	Hilja	Kafita	9504 (1/5)	375	81082210226	N\$68 000.00	NAD 26 027.00	High Income	7/Feb/2023
48	9506 (2/2)	364	Elia	Hoko	9506 (2/2)	364	68050400697	N\$66 000.00	NAD 3 132.75	Middle Income	6/Feb/2023
49	9508 (2/2)	367	Vilho Nghidanenwa	Mwafange	9508 (2/2)	387	72080400657	N\$70 000.00	NAD 20 150.00	High Income	20/Jan/2023
50	9509 (2/4)	400	Malakia Tuunyengendje	Amunkete	9509 (2/4)	400	84091110614	N\$72 000.00	NAD 7 500.00	High Income	20/Jan/2023
51	9510 (2/2)	400	Lukas Natangwe	Iimbili	9510 (2/2)	400	97112900069	N\$72 000.00	NAD 3 200.00	Middle Income	23/Jan/2023
52	9511 (2/2)	400	Justus Shalimba	Shangula	9511 (2/2)	400	77101500277	N\$72 000.00	NAD 4 347.31	Middle Income	24/Jan/2023
53	9512 (4/4)	861	Junias Angula	Mwalengwanasho	9512 (4/4)	861	80120810115	N\$154 000.00	NAD 10 775.00	High Income	24/Jan/2023
54	9515 (2/2)	363	Timoteus Nghineunye	Ndweda	9515 (2/2)	363	83031410057	N\$66 000.00	NAD 12 509.87	High Income	24/Jan/2023
55	9520 (1/1)	440	Christof	Boois	9520 (1/1)	440	89052800236	N\$80 000.00	NAD 3 500.00	Middle Income	24/Jan/2023
56	9521 (9/11)	426	Martina	Muzanima	9521 (9/11)	426	78022500054	N\$76 000.00	NAD 12 921.17	High Income	24/Jan/2023
57	9523 (2/2)	400	Lukas	Inane	9523 (2/2)	400	85052710720	N\$72 000.00	NAD 3 982.00	Middle Income	23/Jan/2023
58	9525 (1/3)	400	Kavakerua	Tjirambi	9525 (1/3)	400	90031301134	N\$72 000.00	NAD 10 580.00	High Income	23/Jan/2023
59	9528 (1/7)	363	Absalom	Tjenda	9528 (1/7)	363	83021610692	N\$66 000.00	NAD 6 665.27	High Income	25/Jan/2023
60	9530 (1/2)	375	Nicodemus Hanganee	Nambimbo	9530 (1/2)	375	77122700275	N\$68 000.00	NAD 4 000.00	Middle Income	18/Jan/2023
61	9533 (2/2)	375	Aina Ndapandula	Kadhila	9533 (2/2)	375	87062300427	N\$68 000.00	NAD 4 160.00	Middle Income	6/Feb/2023
62	9536 (3/5)	375	Simon	Kao	9536 (3/5)	375	78041400459	N\$68 000.00	NAD 4 233.00	Middle Income	9/Feb/2023
63	9538 (1/2)	362	Lourens	Ndura	9578	375	81111610169	N\$68 000.00	NAD 3 500.00	Middle Income	18/Jan/2023
64	9540 (1/3)	376	Naftaline Nacky Venaiye	Mburuu	9540 (1/3)	376	78062600325	N\$68 000.00	NAD 4 653.74	Middle Income	19/Jan/2023
65	9545 (5/5)	375	Eiiphas Nghudilwash	Kandudulu	9545 (5/5)	375	81031500065	N\$68 000.00	NAD 5 518.68	Middle Income	25/Jan/2023
66	9547	375	David Nghililiwa	Nghilikwa	9547	375	7705500763	N\$68 000.00	NAD 5 584.35	Middle Income	9/Feb/2023
67	9548 (8/12)	375	Honesha Nghitila	Eliaser	9548 (8/12)	375	90010700827	N\$68 000.00	NAD 4 933.30	Middle Income	20/Jan/2023
68	9549 (1/3)	363	Shipingana Gebhard	Kephas	9549 (1/3)	363	91031300570	N\$66 000.00	NAD 5 137.36	Middle Income	24/Jan/2023
69	9550 (2/7)	363	Johannes Velshavo	Kamukwalange	9550 (2/7)	363	92061100732	N\$66 000.00	NAD 8 010.80	High Income	22/Feb/2023
70	9551 (2/4)	375	Mathias Navatale	Gerson	9551 (2/4)	375	91101001402	N\$68 000.00	NAD 4 800.00	Middle Income	18/Jan/2023

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71	9557 (1/1)	377	Lavinia	Edward	9557 (1/1)	377	81110310366	N\$88 000 00	NAD 10 250 00	High Income	24/Jan/2023
72	9561 (1/3)	363	Theodora Petrica	Guriras	9561 (1/3)	363	91120700930	N\$66 000 00	NAD 3 982 00	Middle Income	18/Jan/2023
73	9562	375	Michael	INawaseb	9562	375	86061400632	N\$68 000 00	NAD 4 292 96	Middle Income	18/Jan/2023
74	9563 (2/2)	375	Sylvia	Naris	9563 (2/2)	375	74011600334	N\$68 000 00	NAD 6 175 27	High Income	18/Jan/2023
75	9564 (3/3)	375	Festus	Gacab	9564 (3/3)	375	85072910466	N\$68 000 00	NAD 8 199 29	High Income	18/Jan/2023

76	9565 (1/2)	375	Anna Lydia	Gawises	9565 (1/2)	375	85110611114	N\$68 000 00	NAD 3 072 10	Middle Income	16/Jan/2023
77	9566 (3/3)	317	Remember Rose	Saibes	9566 (3/3)	317	98100700419	N\$58 000 00	NAD 4 600 00	Middle Income	7/Feb/2023
78	9567 (4/4)	419	Wheehaldro Starvino	Greenewaldt	9567 (4/4)	419	94021600272	N\$76 000 00	NAD 6 000 00	Middle Income	13/Mar/2023
79	9568 (2/2)	375	Rakkell Meshoatata	Shimwe	9568 (2/2)	375	85032510513	N\$68 000 00	NAD 7 500 00	High Income	29/May/2023
80	9569	375	Roland Ruvaneley	Goroseb	9569	375	ID 0110290090	N\$68 000 00	NAD 3 441 24	Middle Income	19/Jan/2023
81	9570 (1/2)	375	Erwin Kamaha	Kativa	9570 (1/2)	375	86080200945	N\$68 000 00	NAD 9 370 87	High Income	18/Jan/2023
82	9571	375	Willem	Geiseb	9571	375	72090600209	N\$68 000 00	NAD 7 000 00	High Income	18/Jan/2023
83	9572 (1/4)	363	Markus Nghuushi	Lasarus	9572 (1/4)	363	93072901201	N\$66 000 00	NAD 3 455 58	Middle Income	19/Jan/2023
84	9576 (2/2)	376	Petrus	Markeus	9576 (2/2)	376	86080801744	N\$68 000 00	NAD 9 533 33	High Income	18/Jan/2023
85	9579	612	Andreas	Shikolalye	9579	612	94082700714	N\$110 000 00	NAD 3 700 00	Middle Income	18/Jan/2023
86	9580 (1/3)	375	Joseph Mwalundange	Mwahafa	9580 (1/3)	375	89020500562	N\$68 000 00	NAD 7 204 20	High Income	18/Jan/2023
87	9581 (4/4)	375	Jan	Gamibeb	9581 (4/4)	375	75020910082	N\$88 000 00	NAD 5 000 00	Middle Income	9/Feb/2023
88	9583	375	Hans	Neidel	9583	375	82101700557	N\$68 000 00	NAD 25 175 00	High Income	18/Jan/2023
89	9604 (3/6)	498	Aron Nghiwilepo	Mwalengwanasho	9679	375	89051400721	N\$68 000 00	NAD 8 000 00	High Income	17/Jan/2023
90	9605 (2/3)	328	Rudolf Gottlieb	Kambonde	9605 (2/3)	328	78060310257	N\$60 000 00	NAD 7 680 00	High Income	9/Feb/2023
91	9610	417	Theofilus Nghipopile	Shikololo	9610	417	82100110225	N\$76 000 00	NAD 5 500 00	Middle Income	9/Feb/2023
92	9611	375	Nguisikanda	Mupurus	9611	375	80091310814	N\$68 000 00	NAD 3 043 19	Low Income	3/Mar/2023
93	9613	375	Sakaria Kondjeni Shiwovanu	Abraham	9613	375	91062601564	N\$68 000 00	NAD 4 118 80	Middle Income	17/Jan/2023
94	9614 (1/2)	375	Selma Ndapanda Shambwila	Nangolo	9614 (1/2)	375	77102200218	N\$68 000 00	NAD 4 201 90	Middle Income	3/Mar/2023
95	9615 (1/2)	375	Lempie Naambo	Mashuna	9615 (1/2)	375	84120810879	N\$68 000 00	NAD 5 700 00	Middle Income	9/Feb/2023
96	9616 (2/6)	375	Onesmus Ngungumaneni	Itondoka	9616 (2/6)	375	90112400922	N\$68 000 00	NAD 9 394 88	High Income	8/Feb/2020
97	9617 (2/3)	375	Simom Nehoye	Elego	9617 (2/3)	375	82040710817	N\$68 000 00	NAD 8 959 30	High Income	20/Jan/2023
98	9618 (1/3)	363	Filipus Tadeus	Ndevapwa	9618 (1/3)	363	73020510074	N\$66 000 00	NAD 11 916 50	High Income	17/Jan/2023
99	9619 (4/4)	362	Jonathan	Jonathan	9619 (4/4)	362	89091301104	N\$66 000 00	NAD 5 000 00	Middle Income	17/Jan/2023
100	9621 (1/2)	375	Rian Melvin	Naibab	9621 (1/2)	375	82112310585	N\$68 000 00	NAD 7 927 50	High Income	17/Jan/2023
101	9623 (1/2)	375	Tuyeni Ketulumeko	Hamutengela	9623 (1/2)	375	79062310338	N\$68 000 00	NAD 3 711 01	Middle Income	19/Jan/2023
102	9625	375	Uerikotokera	Kozohura	9625	375	83111210057	N\$68 000 00	NAD 30 000 00	High Income	17/Jan/2023
103	9646	375	George	Haiesebe	9646	375	81030411077	N\$68 000 00	NAD 6 198 33	High Income	17/Jan/2023
104	9647	375	Nande	Amutenya	9647	375	79050510671	N\$68 000 00	NAD 5 993 20	Middle Income	24/Jan/2023
105	9649	375	Mohammed Nore	Bushney	9649	375	84020110107	N\$68 000 00	NAD 3 400 00	Middle Income	27/Mar/2023
106	9650	375	Linus Shuuvani	Teofilus	9650	375	85080410148	N\$68 000 00	NAD 5 492 76	High Income	18/Jan/2023
107	9652 (1/4)	363	Hileni	Paulus	9652 (1/4)	363	91011501217	N\$66 000 00	NAD 5 191 11	Middle Income	17/Jan/2023
108	9654 (1/3)	472	Festus Shililifa	Ndeulita	9654 (1/3)	472	80011110217	N\$84 000 00	NAD 4 784 87	Middle Income	13/Feb/2023
109	9656 (4/5)	397	Matheus	Vilho	9656 (4/5)	397	89051801057	N\$72 000 00	NAD 4 000 00	Middle Income	17/Jan/2023
110	9658 (1/3)	375	Taimi Naango	Taapopi	9658 (1/3)	375	90060800976	N\$68 000 00	NAD 4 332 35	Middle Income	17/Jan/2023
111	9661	375	Elia Lee	Nashima	9661	375	90031100295	N\$68 000 00	NAD 3 836 30	Middle Income	17/Jan/2023
112	9662	375	Lexler Isak	Gaoseb	9662	375	85071410079	N\$68 000 00	NAD 3 520 00	Middle Income	17/Jan/2023
113	9663 (3/3)	375	Magdalena	Tjkuere	9663	375	78070400242	N\$88 000 00	NAD 18 133 30	High Income	28/Mar/2023

114	9664	499	Shtuleni	Petronella	9664	499	73052700472	N\$90 000 00	NAD 4 949 06	Middle Income	17/Jan/2023
115	9667 (2/2)	464	Ndamononghenda	Eliaser	9667 (2/2)	464	87052200279	N\$84 000 00	NAD 3 948 15	Middle Income	17/Jan/2023
116	9668 (1/2)	363	Jerobeam	Shivute	9668 (1/2)	363	73072700648	N\$66 000 00	NAD 3 850 00	Middle Income	24/Jan/2023
117	9669 (1/2)	375	Fillemon Nghilifavali	Shiyelakeni	9669 (1/2)	375	93101101093	N\$68 000 00	NAD 4 603 17	Middle Income	22/Feb/2023
118	9670 (3/3)	375	Calvin Mangundu	Haingura	9670 (3/3)	375	96011500978	N\$68 000 00	NAD 3 923 09	Middle Income	17/Jan/2023
119	9671 (1/2)	375	Daniel Mipasi	Kuboyi	9671 (1/2)	375	ID00090200802	N\$68 000 00	NAD 3 218 09	Middle Income	17/Jan/2023
120	9675 (3/3)	375	Jeremia Joororeni	Kapolo	9675 (3/3)	375	80092510132	N\$68 000 00	NAD 17 483 17	High Income	23/Jan/2023
121	9676 (2/2)	375	Jekonia	Titus	9645	375	86011100309	N\$68 000 00	NAD 16 744 13	High Income	14/Aug/2023
122	9678 (1/2)	375	Phillipus Nghongoloka	Taapopi	9678 (1/2)	375	71052600468	N\$68 000 00	NAD 8 689 00	High Income	19/Jan/2023
123	9681 (2/2)	375	Fillemon	Negongo	9681 (2/2)	375	73100600533	N\$68 000 00	NAD 10 583 30	High Income	17/Jan/2023
124	9685 (4/6)	546	Lusia Ndapewashali	Felenandu	9685 (4/6)	546	82021700704	N\$98 000 00	NAD 4 582 45	Middle Income	17/Jan/2023

(b) That should any beneficiary not comply with the conditions of sale within the period of 120 days from Ministerial approval to transfer the properties, they be replaced with other beneficiaries from the list.

(c) That Ministerial approval be obtained for the transfer of the properties.

(d) The following standard conditions be approved:

(i) That the **BENEFICIARY** may not have previously owned or currently own in person or by virtue of marriage (current spouse or divorce) or by donation or inheritance or through the vehicle of a corporate entity, any immovable property in Namibia.

- (ii) That the BENEFICIARY must be on the Master Waiting List or reside on the erf for 3 years or longer.**
 - (iii) That should it be found that a beneficiary did not reveal that they own or previously owned immovable property, and it is discovered after the agreement is signed or the property has been transferred, the beneficiary be disqualified from the process, the transaction be terminated, all monies paid in respect of the transaction be forfeited and the property be transferred back to Council.**
 - (e) That a deeds search be conducted to verify all residents selected for donation of 124/209 single residential erven are indeed first-time property owners.**
 - (f) That all qualifying beneficiaries be informed to pay an administrative fee of N\$ 1,000.00.**
 - (g) That a restriction be placed on the sale of erven for 10 years and a pre-emptive right be included in the Deed of Donation for all erven to be donated in Extensions 37.**
 - (h) That the 10-year period in respect of the restriction of the sale of improved erven commences from the date of transfer of the property.**
 - (i) That should the beneficiaries wish to sell their erven after the expiry of 10 years, and the erven are un-improved, the erven first be offered to Council at the original cost of service.**
 - (j) That beneficiaries who construct houses, and receive completion certificates, may not sell the property for 10 years from the date of the completion certificate. Upon expiry of the 10-year period, the beneficiary may sell the erven without first offering it to the Council.**
 - (k) That the beneficiaries be informed that they will not qualify for the low-cost housing scheme again if they sell the erven.**
 - (l) That no temporary structures may be constructed on the erven.**
 - (m) That a submission be tabled to Council to consider the donation of 85/209 Single Residential erven in the second phase.**
 - (n) That the residents whose earnings are below N\$ 3,000.00 be relocated to the New Reception area at the Northern Wedge once the site is ready for occupation.**
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**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

11.1.25 **REQUEST NOT TO UTILIZE THE BUILD TOGETHER LOAN- MS FRANSISKA GAESES - ERF 1525, MONDESA**
(C/M 2024/09/03 - M 1525)

Ordinary Management Committee Meeting of 14 August 2024, Addendum **8.22** page **136** refers.

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

This item was discussed at the Build Together Committee Meeting that was held on **14 March 2024** under item 6.1 and is now submitted to the Management Committee and Council for approval.

1. **PURPOSE**

The purpose of this submission is to inform the Management Committee of the request by Ms. Fransiska Gaeses, a beneficiary of Build Together Phase III who does not intend to utilize the Build Together loan with the emphasis that she is a pensioner and not being able to pay back the loan.

2. **INTRODUCTION**

Ms Gaeses was allocated Erf 1525, Mondesa in 2017, under the Build Together program. On **23 June 2017**, Ms Gaeses signed the Deed of Sale, but not the loan agreement. Clause 4.3 of the signed deed of sale states:

"It is a material term of this Agreement that the PURCHASER shall simultaneously with the conclusion of this Agreement enter into a Loan Agreement for the purchase price and construction of improvements in terms of clause 9 hereof, on such terms and conditions as may be prescribed by the COUNCIL in its capacity as duly appointed Manager and Controller, in terms of section 8 of the Act, of the Housing Revolving Fund."

This means that Ms Gaeses is required to sign the loan agreement. A layout plan indicating the position of Erf 1525, Mondesa is attached as "**Annexure A.**"

On **17 April 2023** Ms Gaeses wrote a letter to Council (**Annexure "B"**), that she does not intend to make use of the Build Together loan for the reason that she is a pensioner and will struggle to pay back the loan.

3. **DISCUSSION**

Ms Gaeses does not intend to utilize the build-together loan; however, she has occupied the erf since 2017. The Build Together Committee has recommended approving Ms Gaeses's request to retain Erf 1525, Mondesa, although it was allocated under the Build Together Program. New conditions of allocation will be drafted to ensure that Ms Gaeses purchases Erf 1525 Mondesa. An addendum to the Deed of Sale will be compiled with new conditions as Erf 1525, Mondesa was allocated to her at a subsidized price.

4. **PROPOSAL**

It is proposed that Ms Gaeses retain Erf 1525, Mondesa, and the loan amount be allocated to the next qualifying beneficiary in accordance with the Project Identification Report (PIR). Ms Gaeses must be excluded from the Build Together

Program and Erf 1525, Mondesa be transferred to her.

Considering that Erf 1525 Mondesa was allocated at a subsidized price, of N\$9,200.00 the property will have a pre-emptive condition and may not be transferred to a third party, without improvements.

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

RECOMMENDED:

- (a) That Council take note that the Build Together Committee considered Ms Fransiska Gaeses's request to only receive the land without signing the Build Together Loan agreement as she is a pensioner.
- (b) That Council approves the sale of 1525, Mondesa to Ms Fransiska Gaeses without using the Build Together loan.
- (c) That a new Deed of Sale be drafted with conditions to ensure that the property is not used for speculation purposes.
- (d) That Council approves that Ms. Fransiska Gaeses retains Erf 1525, Mondesa, and the Build Together loan be allocated to the next qualifying beneficiary, for use at another erf.
- (e) That the following conditions be approved and an addendum to the Deed of Sale be compiled and signed by all parties as Erf 1525, Mondesa was allocated to her at a subsidized price:

"To avoid speculation, the PURCHASER shall not be allowed to alienate the undeveloped PROPERTY and shall not be permitted to alienate the PROPERTY within 5 (five) years from the date of issuing of completion certificate. The condition will be registered against the title deed of the PROPERTY.

**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

11.1.26

REQUEST FOR TRANSFER OF WRITTEN-OFF OPEL ASTRA SEDAN (FLEET NO. TF0301, REGISTRATION NO. N20478S) FROM TRAFFIC AND LAW ENFORCEMENT TO ECONOMIC DEVELOPMENT

(C/M 2024/09/03 - 16/2/6/2/1)

Ordinary Management Committee Meeting of 14 August 2024, Addendum **8.23** page **140** refers.

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

1. Introduction

This submission requests the transfer of the Opel Astra Sedan (Fleet No. TF0301, Registration No. N20478S) from the Traffic and Law Enforcement section to the Economic Development section. This transfer is necessary to address the significant challenges currently faced by the Economic Development team due to a shortage of vehicles.

2. Discussion

The Opel Astra Sedan (TF0301) has been deemed redundant by the Traffic and Law Enforcement section. Traffic Services has opted for the vehicle to be written off. Despite this, the vehicle still holds potential value for the Economic Development section, which is experiencing operational delays and inefficiencies due to an acute shortage of vehicles.

The Opel Astra Sedan has some mechanical and functional issues, including:

1. *An unhitched front door*
2. *Seat belt issues*
3. *A leaking engine*
4. *A broken exhaust leads to high fuel consumption.*

It is important to note that these issues, while problematic, are resolvable with proper maintenance and repair.

Rationale for Transfer:

The Economic Development section currently has nearly six officials relying on a single vehicle (Polo Vivo) managed by the Sports Office. This vehicle is used for a wide range of activities, including inspections, event management, stall monitoring, youth and community programs, economic activities, general administration, and procurement.

The excessive demand on this single vehicle has resulted in:

1. *Slowed service delivery.*
2. *Inefficiency in completing tasks.*
3. *Increased strain on the current vehicle, which lacks amenities such as air conditioning, a radio, and remote locking.*

Proposed Benefits of the Transfer:

The additional vehicle will enable the Economic Development section to respond more efficiently to the diverse needs of the community and businesses thus resulting in improved service delivery.

With two vehicles, the division of tasks among officials will be more balanced, reducing wait times and improving productivity enhanced the operational efficiency of the department.

Rather than writing off the Opel Astra Sedan, its transfer to Economic Development will ensure continued use and maximization of the municipality's resources by improving vehicle utilization.

Addressing the existing issues with the Opel Astra Sedan is likely to be more cost-effective than procuring a new vehicle helping the Council save costs.

3. Conclusion

Given the current redundancy of the Opel Astra Sedan in the Traffic Services and the pressing need for additional vehicles in the Economic Development section, it is requested that the Management Committee to approve the transfer and reallocation of the vehicle. This move will not only alleviate the vehicle shortage but also enhance the overall efficiency and service delivery of the Economic Development team.

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

RECOMMENDED:

- (a) That the Council approves the transfer of the Opel Astra Sedan (Fleet No. TF0301, Registration No. N20478S) from Traffic and Law Enforcement to Economic Development.**
 - (b) That the General Manager of Finance allocates funds for the necessary repairs and maintenance of the vehicle to ensure its roadworthiness and optimal performance.**
-

11.1.27

MAYORAL CUP TOURNAMENT 2024

(C/M 2024/09/03 - 5/5/8/2)

Ordinary Management Committee Meeting of 14 August 2024, Addendum **8.24** page **142** refers.

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

1. **INTRODUCTION**

This submission seeks to provide feedback on the recently held 2024 Mayoral Cup tournament. The Mayoral Cup Netball and Soccer Tournament, held from **15-16 June, 21-22 June, and 29-30 June 2024**, was a significant event aimed at fostering community spirit, promoting sportsmanship, health and for local Micro businesses to trade and promoting their products during the event. This report provides an overview of the event, feedback from participants and attendees, and recommendations for future tournaments.

2. **BACKGROUND**

2.1. Event details:

Date	Event description	Number of teams	Venue
15-16 June 2024	Knockout games	32 soccer teams	Mondesa Sports Stadium
21-22 June 2024	Round of 16	16 soccer teams	DRC Sports Stadium
29-30 June 2024	Quarters, Semi and Finals	8 soccer teams 5 Netball teams	Mondesa Sports Stadium

2.2 Feedback Summary

The opening ceremony was well-attended and featured inspiring speeches from the Mayor and other dignitaries, setting a positive tone for the tournament. The event successfully engaged the local community, with numerous volunteers contributing to the smooth running of the tournament. There was effective security and first aid presence during the matches.

The overall event was well-organized and the scheduling of matches were on time as the event took place over a series of three (3) weekends. The referees provided excellent refereeing and fair play. Moreover, there were adequate facilities for teams, including changing rooms and rest areas at the Mondesa sports stadium. However, during the second weekend, the matches took place at the DRC sports stadium. The community members in attendance were more compared to the Mondesa stadium, but due to lack of fencing off of the pavilion and soccer field, the supporters were entering the sports field causing distraction.

Football teams:

No	Name	Receipt no	Amount
1.	Eleven Champion	288983	N\$250.00
2.	Nani FC	289529	N\$250.00
3.	Zamalek FC	289648	N\$250.00
4.	Java Java FC	387504	N\$250.00
5.	Jomo Coastal FC	28740	N\$250.00
6.	Coastal Lions FC	289765	N\$250.00
7.	Eleven Champion	289776	N\$250.00
8.	Brilliant Boys	289784	N\$250.00
9.	Rise and Shine FC	387560	N\$250.00
10.	TB Mazember FC	289789	N\$250.00
11.	Ohiva United FC	387574	N\$250.00
12.	Genesis FC	289800	N\$250.00
13.	Shoe Lovers FC	289802	N\$250.00
14.	I Believe FC	289817	N\$250.00
15.	Swakopmund Wd	387604	N\$250.00
16.	Mondesa FC	387601	N\$250.00
17.	Sons of Mondesa	387602	N\$250.00
18.	Refuse Solutions	289861	N\$250.00
19.	Golden Warriors	387619	N\$250.00
20.	Lindy Cosmos FC	289878	N\$250.00
21.	Ons Kom Aan FC	289881	N\$250.00
22.	Desert United FC	289879	N\$250.00
23.	Northen United F	387631	N\$250.00
24.	Rangers FC	289915	N\$250.00
25.	Amaren FC	289926	N\$250.00
26.	Arobean	289930	N\$250.00
27.	People's Choice	289958	N\$250.00
28.	Wagdaar FC	289970	N\$250.00
29.	Rollers FC	289971	N\$250.00
30.	Red Bull FC	290024	N\$250.00
31.	Mighty Great	290025	N\$250.00
32.	Swakopmund Municipality		N\$250.00
Total			N\$8 000.00

Netball teams:

No.	Name of Team	Receipt no	Amount
1	Rossing Uranium	290442	N\$150.00
2	Goal Getters COSI	386589	N\$150.00
3	Blue Girls White	290682	N\$150.00
4	Blue Girls Black	387075	N\$150.00
5	Swakop Masters	386901	N\$150.00

Vendors:

A total of local 31 food vendors traded during the event, providing a variety of food and beverage options Vendors. The income received from the sale of the stalls was recorded as follows:

No.	NAME OF VENDOR BUSINESS	NAME OF APPLICANT	CONTACT NUMBER	DATE OF EVENT	AMOUNT PAID N\$	RECEIPT NO.	DATE PAID
1	Bow Trading CC	Bill Kanku	081 590 4725	29 - 30 June 2024 Mondesa Sports Field	N\$200.00	289934	12/06/2024
2	Godzilla Group	Benjamin Keeya	816 091 312	29 - 30 June 2024 Mondesa Sports Field	N\$200.00	289359	07/06/2024
3	Flavour Fusion	Elizabeth Keister	081 493 8040 / 085 761 6625	29 - 30 June 2024 Mondesa Sports Field	N\$200.00	289176	06/06/2024
4	I Believe S.C	Paul Kooper	081 445 7981	29 - 30 June 2024 Mondesa Sports Field	N\$200.00	289175	06/06/2024
5	Pronobi Choir DRC	Jeaneth Fredericks	081 233 1527 / 081 701 1208	22-23 June 2024 DRC Sports Field	N\$200.00	290043	16/06/2024
6	S.E.L Trading Enterprises CC	Rosina Owos - Oab	081 157 1901	22-23 June 2024 DRC Sports Field	N\$200.00	289977	12/06/2024
7	Immaunuel DRC Filial Church	Gerhard Kheib	081 699 2530	15-16, 22-23, 29-30 June 2024 Mondesa Sports field, DRC Sports Field	N\$300.00	289770	11/06/2024

8	Gloria Groupe 1	Gloria Zatzirua	081 365 4376	15-16, 22-23, 29-30 June 2024 Mondesa Sports field, DRC Sports Field	N\$600.00	387427	10/06/2024
9	N.U.H Kamapuku	Nolde Hamburee	081 283 6658	29 - 30 June 2024 Mondesa Sports Field	N\$200.00	387627	11/06/2024
10	Nukshen's Trading CC	Josephine Somi	081 203 8561	29 - 30 June 2024 Mondesa Sports Field	N\$200.00	289495	07/06/2024
11	P.N Eliaser Investment CC	Paulina Eliaser	081 233 5777	15-16, 22-23, 29-30 June 2024 Mondesa Sports field, DRC Sports Field	N\$600.00	289993	12/06/2024
12	Nora's Spot	Leonora Goagoses	081 284 0266	15-16, 22-23, 29-30 June 2024 Mondesa Sports field, DRC Sports Field	N\$600.00	387309	07/06/2024
			SUB TOTAL:		N\$3 700.00		

Sponsorship

The Rossing Foundation sponsored a total of **N\$21,000.00** towards the awarding of prizes for both soccer and netball prizes. Omaru Fishing sponsored a total of **N\$1400.00** towards the netball trophy. Mr Bonny Oaseb, a staff member bought electricity to the value of **N\$200.00** as part of his contribution.

Prizes distribution

The proposed prizes for the winning team	Prize Money	Medal
Winner:	6500	Floating Trophy and Gold medals
Second place:	4500	Silver Medals
Third place:	2000	Bronze Medals
Fourth place:	1500	Bronze Medals
Total amount	14500	
The proposed prizes for the winning teams: Netball		
Winner:	3500	Floating Trophy and Gold medals
Second place:	2000	Silver Medals
Third place:	1000	Bronze Medals
Total Amount	6500	
Total Amount	21000	

Overall budget

Income

Income	
Council	75000
Income from 2023 stalls and soccer	5800
Income soccer teams 2024	8000
Income from stalls 2024	3700
Rossing	21000
Total	113500

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

RECOMMENDED:

- (a) That the Council takes note of the feedback report from the Mayoral Cup Tournament.
 - (b) That the Council approves the hosting of the annual Mayoral Cup 2025, which aims to promote local sport, health and micro businesses for the community of Swakopmund.
 - (c) That the Council approves the hosting of the Mayoral Cup 2025 - Soccer & Netball tournament for three weekends.
 - (d) That the registration fees for the soccer teams be N\$250.00 (per team), N\$150.00 per team for the Netball code and the vendors be N\$100.00 (per day).
 - (e) That the Mondesa and DRC Sports Stadium be utilized for the tournament free of charge.
 - (f) That all services are required to be advertised on different platforms to provide an opportunity for all the community members to part take fairly including a DJ, Medic, commentator, and any other service required.
 - (g) That the funds generated from the registration fees be deposited into the Mayoral Cup Tournament Vote.
 - (h) That the amount of N\$75,000.00 be made available through the Office of the Mayor, to cover the expenses that will be incurred for the event.
 - (i) That the external members serving on the Mayoral Cup Organising Committee, each be paid an amount of N\$2,000.00, after the event.
 - (j) That the Namibian Police be informed in advance and requested to be on-site during the event.
-

11.1.28

APPLICATION FOR TRANSFER OF RIGHT OF USE FROM OCCUPANTS OF SITES IN THE DRC WHERE THE REGISTERED TENANT HAS MOVED OUT

(C/M 2024/09/03 - 14/2/1/2)

Ordinary Management Committee Meeting of 14 August 2024, Addendum **8.27** page **158** refers.**A. This item was submitted to the Management Committee for consideration:****1. INTRODUCTION**

The purpose of this submission is to request the Council to:

1. Approve applications of transfer of DRC erven to the direct and distant relatives who are residing on erven in DRC for many years after the registered tenants have moved out.
2. Reject applications for transfer of DRC erven to the direct/distant relatives residing on erven in DRC after the registered tenants benefitted under the Mass Housing Development Programme, Build Together Programme, Shack Dwellers Federation of Namibia, 40/40 Housing project, private or closed bid sales.

Below is a table of DRC beneficiaries who moved out of Swakopmund and wish to transfer the erven to relatives:

Table 1:

Total No of Erven	New Erf No	Old Erf No	Previous Owner	ID NUMBER	Relationship	New Owner	ID Number	MWL (Y/N)	Annexure
1	7258	1094	Mateus Immanuel Kamati	64052500261	Nephew	Naftal Iita	89051600488	N	"A"
2	7509	53	Nghikwa Petrus	81070710180	Cousin	Jekonia N Johannes	87111600118	N	"B"
3	7954	509	Nghede Bonifatius	68120700367	Sister	Lasarus T Nghede	01110100019	N	"C"
4	7971	159	Rainhold Festus	57031100321	Nephew	Josef M M Nakale	87071701180	N	"D"
5	7978	146	Simeon Maria	66100401029	Son	Johannes N Josef	97042000390	N	"E"
6	8207	1367	Dawid Maundu	63112500113	Cousin	Vetjiriraje Kahimise	89051300301	N	"F"
7	8250	990	Josef Shilula	52050100523	Grandson	Shiyamba Joseph	85091211179	Y	"G"
8	8270	884	Avia Tobias	59061200237	Son	Frans M Avia	99100300268	N	"H"
9	8315	727	Mwandingi Nikodemus Namuandi	70071201084	Daughter	Rachel M Paulus	86110800473	Y	"I"
10	8338	694	Kahongo Roland Kandjeke	69052210012	Son	Stefanus H Kandjeke	95111600817	N	"J"
11	8348	831	Vatileni Jonas	66041500925	Daughter	Iyaloo Vatileni	1994-01-31	N	"K"
12	8349	834	Kampanza Johannes	57060600906	Nephew	Johannes N Hamusira	92040400478	N	"L"
13	8359	780	Paulus Lucia	54022700068	Son	Titus Johannes	84070610097	N	"M"
14	8387	951	Kukeinge Onesmus	1949-09-23	Granddaughter	Johanna Toivo	74081800766	Y	"N"

Annexure "M-N" are supporting documents for the **14** beneficiaries applying to transfer their erven to relatives.

Below is a table of DRC beneficiaries who applied for transfer of DRC erven, however, benefitted through other subsidized housing and land projects:

Table 2:

Total No of Erven	New Erf No	Old Erf No	Previous Owner	ID NUMBER	Relationship	New Owner	ID Number	Annexure
1	8347	830	Munyateka Laban	73012700617	Unknown	William Robert	70101900414	"Q"
2	7243	1105	Nawaseb Issaskar	56010100097	Grandfather	Alba B H Nubas	00100800157	"R"
3	8262	975	Mbangu Frans Ndjunga	82061510388	Unknown	Evelina M Muhikila	82073110576	"S"
4	8058	478	Ithete Roberth	66070700422	Nephew	Josef Aleksander	84021710140	"T"
5	7528	1034	Hamukoto Kostodio	71030400016	Son	Mervin T Frans	98020900160	"U"
6	7318	304	Shipululu Josefaf	71021500305	Unknown	Hertta Ndapewa lita	76012900201	"V"
7	8271	883	Kasanga Nelson	76052510110	Nephew	Chihinga A Joseph	89010102386	"W"
8	8056	470	Teofilus Abisai	70092900674	Daughter	Rebekka Teofilus	03061100897	"X"
9	8193	1343	Shindinge Justi Lineekela	77070810296	Brother	Salom S Ngololo	76082910079	"Y"
10	8298	795	Anguwo Retris-Petrus	71102500151	Nephew	Israel K Mbago	94111500730	"Z"
11	8324	709	Lyakwata Thomas	69092600512	Cousin	Thomas T Lyakwata	89070200643	"i"
12	7950	493	Niinkoti Esther N	77022810060	Son	Wilbard S I Niinkoti	01021700169	"ii"
13	8118	449	Kandjungu Ndumba John	78080700389	Unknown	Alfhons M Mukuti	85030910689	"iii"
14	7426	208	Uwuseb Godfried	76053010154	Unknown	Johannes Nafital	75061500369	"iv"
15	8322	740	Namubese Elizabeth	72060110084	Unknown	Hendrik A Ndjundo	69021510030	"v"
16	7835	1129	Sampu Frans	65090700109	Son	Petrus I Sumpu	95100800909	"vi"
17	7868	1194	Goreses Lucesia Ceroline	85091210277	Daughter	Desiree I Goreses	03052600737	"vii"

Council is challenged to allocate housing and erven to residents in DRC. The above lists illustrate that beneficiaries that relocated or have been allocated subsidized housing or erven leave their families on the Erf in DRC which allows the erf to travel in one bloodline. It is important that occupants who benefit or relocate must take their entire family and relatives to vacate the property.

Annexure "Q-vii" are supporting documents for the **17** beneficiaries applying to transfer their erven to relatives.

2. **BACKGROUND**

On **29 September 2022** under item 11.1.47, Council approved the allocation of erven to the remaining tenants in DRC Proper as follows:

- (a) That Council approves the allocation of the following erven to the registered tenants allocated with the erven in Ext 27, 29 and 30:
- (b) That the registered tenants be requested to submit proof of income to commence with the affordability calculations.
- (c) That the results of the affordability calculations be submitted to Council.
- (d) That the informal settlers in the DRC Proper be relocated to the New Relocation Area at the Northern Wedge once it is ready for occupation.

3. **PREVIOUS RESOLUTIONS**

On **29 May 2023** Council under item 11.1.3 approved a pre-emptive right and restriction on the sale of erven in DRC Proper as follows:

- (a) That a restriction be placed on the sale of the erven for 10 years and a pre-emptive right be included in the Deed of Donation for all erven to be sold in DRC, Extension 27, 29 and 30.
- (b) That should the beneficiaries wish to sell their erven after expiry of 10 years, and the erven are un-improved, the erven must first be offered to Council to consider.
- (c) That the 10-year period in respect of the restriction of sale of unimproved erven commences from date of transfer of the property.
- (d) That the beneficiaries who construct houses, and receive completion certificates accordingly, may not sell the property for a period of 10 years from the date of the completion certificate. Upon expiry of the 10-year period, the beneficiary may sell the erven without first offering it to Council."

4. **DISCUSSION**

The Housing Section receives numerous applications requesting change of ownership of erven in the DRC Informal Settlement due to the relocation of residents. Also, residents are identified who have benefitted under other low-cost housing schemes.

On **16 April 2023** a public meeting was held by the Council addressing the residents of DRC Proper (Ext 27,29 & 30, Swakopmund) for the signing of Preliminary Agreements. The agreement requires that the beneficiaries pay an amount of N\$ 2 500.00 for electrical connection to Erongo RED and N\$ 1000.00 administration fee to the Council.

Statistics regarding the payment of electrical connection and administration fees are indicated in the table below:

	Fee	Number of Erven	Signed Preliminary Agreements	Number of beneficiaries that Paid
<i>Administration</i>	N\$ 1000.00	894	376	214
<i>Electrical Connection</i>	N\$2 500.00	894	376	121
<i>Houses Connected</i>	-	894	376	10

The other **204** households cannot be connected due to vandalism and damaged electrical infrastructures as indicated in **Annexure "O"**. This has resulted in very slow progress in electrifying houses in Ext 27, 29 and 30 (DRC Proper). A memo dated **4 December 2023 (Annexure "P")** was sent to Engineering & Planning Services to investigate the situation and advise on the way forward towards restoration of damaged infrastructure.

5. **WAY FORWARD**

Council's objective is to eradicate informal structures and provide services by upgrading informal settlements and provide residents with security of tenure by giving them land ownership. On **8 May 2024** Council and Namibia Housing Enterprise (NHE) entered into a partnership to allocate loans for the construction of houses to beneficiaries who have received low-cost housing erven from the Council.

If the Council approves points 1 & 2 below to allocate erven to relatives will reduce the number of households which have to be relocated/resettled and speed up the process of land delivery and service provision in the DRC.

1. The applications of transfer of DRC erven to the direct and distant relatives who are residing on erven in DRC for many years after the registered tenants have moved out of Swakopmund.
2. Allocation of erven were previous tenants benefitted from other subsidized housing projects to overspill residents who have lost their erven due to the change in cadastral design where two (2) erven were consolidated into one erf.

Should it be found at any time, that a beneficiary has not been honest with Council in obtaining housing or erven, e.g they have owned or own fixed property, the transaction be cancelled, and they forfeit all payments made in respect of the transaction and the erf be repossessed and allocated to the next qualifying beneficiary.

6. **CONCLUSION**

Council's standard condition is to not transfer subsidised erven from beneficiaries who are not first-time homeowners. According to the Council meeting of **1 September 2015** item number 11.1.2, point "(c)" Council resolved that previous beneficiaries of DRC who were allocated erven under other housing programmes don't have a right to transfer erven:

"(c) That the beneficiaries from the DRC Informal Settlement who have been allocated houses be instructed to return the vacant plots to the Municipality and ensure that the plots are clean of all debris."

7. **PROPOSAL**

It is therefore proposed that the Council rejects applications of transfer from previous tenants who are not first-time homeowners who benefitted from subsidized housing through other housing projects to avoid the sale of erven and unfair distribution of land.

Municipal officials are busy with the registration of occupants residing on erven in DRC, to confirm occupation of names submitted by beneficiaries who have moved out of Swakopmund or benefitted through subsidized housing. It is further proposed that the Council considers allocating the erven where beneficiaries benefitted under other projects to the 561 residents of DRC Proper (overspill residents) who have lost their erven due to the change in cadastral design where two (2) erven were consolidated into one erf. Provision must therefore be made for at least 561 erven to accommodate these residents.

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

RECOMMENDED:

- (a) **That the Council approves the registration of occupants residing on erven of tenants who have been assisted with housing to accommodate the displaced households.**
- (b) **That the Council takes note that there are approximately 561 erven short after the consolidation and change of zoning of erven in DRC Proper (Ext 27, 29 & 30, Swakopmund).**
- (c) **That the Council prohibits any application of transfer of subsidised erven from beneficiaries who are not first-time homeowners and approves the allocation of such erven to the next qualifying beneficiary.**

- (d) That the Council approves the transfer of DRC erven of beneficiaries that have moved out of Swakopmund to relatives, residing on the erven for many years as listed below:

Total No of Erven	New Erf No	Old Erf No	Previous Owner	ID NUMBER	Relationship	New Owner	ID Number	MWL (Y/N)	Annexure
1	7258	1094	Mateus Immanuel Kamati	64052500261	Nephew	Naftal Iita	89051600488	N	"A"
2	7509	53	Nghikwa Petrus	81070710180	Cousin	Jekonia N Johannes	87111600118	N	"B"
3	7954	509	Nghede Bonifatius	68120700367	Sister	Lasarus T Nghede	01110100019	N	"C"
4	7971	159	Rainhold Festus	57031100321	Nephew	Josef M M Nakale	87071701180	N	"D"
5	7978	146	Simeon Maria	66100401029	Son	Johannes N Josef	97042000390	N	"E"
6	8207	1367	Dawid Maundu	63112500113	Cousin	Vatjitiraije Kahimise	89051300301	N	"F"
7	8250	990	Josef Shilula	52050100523	Grandson	Shiyamba Joseph	85091211179	Y	"G"
8	8270	884	Avia Tobias	59061200237	Son	Frans M Avia	99100300268	N	"H"
9	8315	727	Mwandingi Nikodemus Namuandi	70071201084	Daughter	Rachel M Paulus	86110800473	Y	"I"
10	8338	694	Kahongo Roland Kandjeke	69052210012	Son	Stefanus H Kandjeke	95111600817	N	"J"
11	8348	831	Vatileni Jonas	66041500925	Daughter	Iyaloo Vatileni	1994-01-31	N	"K"
12	8349	834	Kampanza Johannes	57060600906	Nephew	Johannes N Hamuslra	92040400478	N	"L"
13	8359	780	Paulus Lucia	54022700068	Son	Titus Johannes	84070610097	N	"M"
14	8387	951	Kukeinge Onesmus	1949-09-23	Granddaughter	Johanna Tolvo	74081800766	Y	"N"

- (e) That Council rejects applications of transfer from previous tenants who have benefitted from other housing projects, as listed below:

Total No of Erven	New Erf No	Old Erf No	Previous Owner	ID NUMBER	Relationship	New Owner	ID Number	Annexure
1	8347	830	Munyateka Laban	73012700617	Unknown	William Robert	70101900414	"Q"
2	7243	1105	Nawaseb Issaskar	56010100097	Grandfather	Alba B H Nubas	00100800157	"R"
3	8262	975	Mbangu Frans Ndjunga	82061510388	Unknown	Evelina M Muhikila	82073110576	"S"
4	8058	478	Ithete Roberth	66070700422	Nephew	Josef Alexsander	84021710140	"T"
5	7528	1034	Hamukoto Kostodio	71030400016	Son	Mervin T Frans	98020900160	"U"
6	7318	304	Shipululu Josef	71021500305	Unknown	Hertta Ndapewa Iita	76012900201	"V"
7	8271	883	Kasanga Nelson	76052510110	Nephew	Chhinga A Joseph	89010102386	"W"
8	8056	470	Teofilus Abisai	70092900674	Daughter	Rebekka Teofilus	03061100897	"X"
9	8193	1343	Shindinge Justi Lineekela	77070810296	Brother	Salom S Ngololo	76082910079	"Y"
10	8298	795	Anguwo Retris-Petrus	71102500151	Nephew	Israel K Mbago	94111500730	"Z"
11	8324	709	Lyakwata Thomas	69092600512	Cousin	Thomas T Lyakwata	89070200643	"i"
12	7950	493	Niinkoti Esther N	77022810060	Son	Wilbard S I Niinkoti	01021700169	"ii"
13	8118	449	Kandjunga Ndumba John	78080700389	Unknown	Alfhons M Mukuti	85030910689	"iii"
14	7426	208	Uwuseb Godfried	76053010154	Unknown	Johannes Nafital	75061500369	"iv"
15	8322	740	Namubes Elizabeth	72060110084	Unknown	Hendrik A Ndjundo	69021510030	"v"
16	7835	1129	Sampu Frans	65090700109	Son	Petrus I Sumpu	95100800909	"vi"
17	7868	1194	Goreses Lucrezia Caroline	85091210277	Daughter	Desiree I Goreses	03052600737	"vii"

- (f) That Council takes a principal decision that occupants who wish to relocate or are no longer first-time homeowners take their entire family and relatives to vacate the property.

- (g) That Council approves the allocation of unallocated erven where tenants benefitted in DRC Extension 27, 29 & 30 to the 561 overspill residents earning above N\$ 3000.00 per month.
- (h) That the following conditions of donation be approved in addition to those approved on 29 May 2023, item 11.1.3:
- (i) That the DONEE may not have previously owned or currently own in person or by virtue of marriage (current spouse or divorce) or by donation or inheritance or through the vehicle of a corporate entity, any immovable property in Namibia that it be explored to see the past marital implication and be forwarded to Management Committee for consideration.
 - (ii) That after allocation and transfer, the DONEE may not evict other occupants on the erf until such time Council avails land to offer tenants to be resettled.
 - (iii) That the DONEE must be on the Master Waiting List or reside on the erf for 3 years or longer.
 - (iv) The DONEE must provide proof of income exceeding N\$ 3,000.00 per month.
 - (iv) That all costs related to this transaction be for the account of the purchasers, such as (but not limited to) the cost for the compilation of the deeds of donation, securing of the purchase prices, bond and transfer registration.
 - (v) That should it be found at any time, that a beneficiary has not been honest with Council in obtaining housing or erven, e.g. they have owned or own fixed property, the transaction be cancelled, and they forfeit all payments made in respect of the transaction and the erf be repossessed if necessary and allocated to the next qualifying beneficiary.
 - (vi) That Council approves the submission of the following documents as an application of Transfer:
 - Police Declaration from registered tenant
 - Copy of registered tenants ID
 - Copy of occupant ID
 - Copy of occupants voter's card
 - Copy of occupant's latest payslip
 - Municipal proof of registration indicating that they reside on the erf for a minimum period of 3 years.
- (i) That Council takes note of the slow connection of electrical services to erven in DRC Proper (Ext 27, 29 and 30, Swakopmund) by Erongo RED
-

**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

11.1.29

FEEDBACK REPORT: THE 4TH SDG NETWORKING MEETING OF THE GERMAN-NAMIBIAN MUNICIPAL PARTNERSHIPS IN BERLIN AND VISIT TO GIESSEN, GERMANY

(C/M 2024/09/03 - 5/2/4/5)

Ordinary Management Committee Meeting of 14 August 2024, Addendum **10.3** page **03** refers.**A. This item was submitted to the Management Committee for consideration:**

This submission is to provide feedback to the Council regarding the 4th Sustainable Development Goals (SDG) Networking meeting of the German-Namibian Municipal Partnerships in Berlin, Germany and the visit to the City of Giessen.

1. Background

Council resolved on **04 June 2024**, under item 11.1.24 as follows:

(c) *That permission be granted for the following officials to attend the 4th SDG Networking meeting of the German-Namibian Municipal Partnerships in Berlin, Germany from 19-21 June 2024 and attended a partnership network meeting in Giessen from 22 - 29 June 2024:*

- *Mr A Benjamin*
- *Mr R Ujaha*
- *Ms A Gebhardt*

(d) *That it be noted that the 4th SDG Networking meeting of the German-Namibian Municipal Partnerships is fully funded, but Council be responsible for the subsistence and travelling allowances, of the officials during that period (as per the Policy on Travelling, Accommodation & Subsistence).*

(c) *That shuttle services be used to transport the officials to and from the Hosea Kutako International Airport, (Windhoek).*

(d) *That Council be responsible for the payment of the visas and shuttle services for the officials, which will be refunded by the sponsors upon proof of invoice.*

(e) *That special leave be granted to the officials for the purpose of travel to from visa application and when travelling to Germany during June 2024.*

(f) *That Council take note of the Nakopa Project, and the contract be submitted to Management Committee for endorsement.*

(g) *That the activity schedule and project report be submitted to the Management Committee on a regular basis.*

2. The 4th SDG Networking Meeting of the German-Namibian Municipal Partnerships - Berlin

The 4th SDG Networking Meeting of the German-Namibian Municipal Partnerships took place from **19 - 21 June 2024**, at the Victor's Residenz Hotel in Berlin, Germany. The aim of the conference was to exchange experiences, and jointly develop local solutions to global issues. The German-Namibian Municipal was represented by the following Partner Local Authorities/ Cities:

- *Berlin & Bremen & Mannheim* - *Windhoek*
- *Pfungstadt* - *Oshikuku*

- Kleinmachnow - Keetmanshoop
- Luderitz - Lüderitz
- Gießen - Swakopmund

2.1 **Programme Details: Sustainable Development Goals (SDGs)**

During the conference, the delegation discussed various topics of partnership. There were also presentations from various groups. The group work included the SWAT analysis of the German - Namibian Municipal cities and a partnership feedback report was presented. All the Municipal Partners were encouraged to continue working on programmes and project that promotes the Sustainable Development Goals (SDGs).

The Sustainable Development Goals (SDGs) aim to transform our world. They are a call to action to end poverty and inequality, protect the planet, and ensure that all people enjoy health, justice, and prosperity. The 17 goals are:

GOAL 1: No Poverty GOAL 2: Zero Hunger GOAL 3: Good Health and Well-Being
GOAL 4: Quality Education GOAL 5: Gender Equality GOAL 6: Clean Water and Sanitation
GOAL 7: Affordable and Clean Energy GOAL 8: Decent Work and Economic Growth
GOAL 9: Industry, Innovation and Infrastructure GOAL 10: Reduced Inequalities
GOAL 11: Sustainable Cities and Communities GOAL 12: Responsible consumption and Production
GOAL 13: Climate action GOAL 14: Life below water GOAL 15: Life on land
GOAL 16: Peace, Justice and Strong Institutions GOAL 17: Partnerships for the Goals.

3. **Partnership Meeting - Giessen**

The 3rd Giessen-Swakopmund Partnership Visit took place from **22 - 29 June 2024**, in Giessen, Germany. The aim of the visit (partnership meeting) was to exchange experiences and discuss projects.

3.1 **Programme details:**

Item on programme	Activity	Remark / Observation
Meeting with Stephanie Jackson, Department for Cultural Promotion	Information session on Cultural promotion in the City of Giessen.	The City of Giessen has a Mobile stage that they use to host concerts or performances. They also rent the stage out for the use of private events.
Concert at Stadt Raum Bühne of the Department for Cultural Promotion	Attended a concert by a local band.	The month of June is regarded as a Month of Music Festivals in all cities and towns in Germany.
Meeting and Tour at Education and Training Center ZAUG GmbH	Had a presentation and tour from the ZAUG officials.	ZAUG is entering a partnership with COSDEC - Swakopmund. They will be working on a "meeting island" project.
Bicycle Tour and Input on Sustainable Forestry with Forester Ernst Ludwig Kriep to City Forest	Toured the City Forest in Giessen on electronic bicycles.	An educational cycling tour was conducted, and Mr Kriep explained the life span of the various trees in the forest.
Meeting with the Head Mayor	Met the Head Mayor at his office and the MoU was signed by the CEO in the Giessen Council's boardroom	Possible Partnership projects were discussed. A copy of the MoU was forwarded to the German Embassy and the Embassy of Namibia-Germany.
Tour of Town Hall with City Library officials	The Swakopmund Delegation toured the library that is situated inside the Town Hall.	The delegation from Swakopmund delivered books to Giessen as part of the Partnership-City book exchange project. In each Library is a Giessen-Swakopmund book corner.
Tour at the Makers Space (Magie)	Visited the Innovation Workshop	It is proposed that the application for funds be done during February 2025,

		to create a Makers Space in Swakopmund.
City Art Museum including input from Curator Dr. Nadia Ismail)	Preparations for a new exhibition were in progress.	The Art Museum is part of the "municipal building".
Tour and Input at municipal Museum „Kunstpause“ for working people and digital exhibit „Altes	The tour at the Museum was impressive, especially the digital exhibition.	The history of the city is explained digitally - no guide is needed.
Talk with the head of the immigration office about the possibility of a working visa for Germany (for vocational Trainees)	Enquired about the process for acquiring visas for exchange students/ officials	It was explained that permanent citizenship is not needed if they stay in Giessen.
Concert Swakopmund Brass Band and African Vocals Word of Greeting by CEO Alfeus Benjamin	Swakopmund united by music in Giessen.	Swakopmund was promoted by the 2 music groups in Germany.
Tour of Emergency Response Center	A true eye-opener	All the rescue & response services are in one facility.
Concert Swakopmund Brass Band and Jazz Orchester GGO	Collaboration between the two schools.	The two groups only practised for two hours and performed two songs together.
Participation at the Parkrun	Best social activity	The park is a

*Attached are pictures for reference.

Other observations and best practices done in Giessen that can be adopted by the Council:

Item/ Practice	Observation/ Proposals
No cashier hall	Payment is done via an electronic payment machine
Road marking	No paint is used for marking roads
Working barriers	Giessen uses long plastic barriers for construction works that reflects and promote road safety.
Weekly street markets	Each week - specific days for specific markets example Wednesday and Saturdays - fresh
Parks and sports	Sports facilities (park run area) is designed for more than one sport activity such as basketball fields/ tennis courts/
Library	Proposal to create a mobile library in DRC or Matutura.

3.2 Identified projects during the partnership period (2023-2026)

Council resolved on **02 April 2024**, under item 11.1.17 as follows:

- (a) That the Memorandum of Understanding (MoU) between the Swakopmund Municipality and City of Giessen be approved.
- (b) That the Chief Executive Officer signs the MoU that it be couriered thereafter to Giessen, Germany.
- (c) That the partnership and expert exchange programmes / projects be in the following fields, in addressing the Sustainable Development Goals (SDGs);

- 1.1 Environmental management and sustainability development**
- 1.2 Emergency and Disaster Management**
- 1.3 Governance and capacity building**
- 1.4 Urban infrastructure and development**
- 1.5 Trade and investment**
- 1.6 Social integration**
- 1.7 Education/Skills development, Arts and Culture**
- 1.8 Community & Youth development**

- (d) That a scheduled programme with the projects and invitations for exchange visits be submitted to the Council for approval, well in advance.

- (e) That permission be granted to source for sponsorship/funds for various projects e.g. books, material, etc.

During the meeting with the Lord Mayor, various projects were identified for the partnership programmes. The projects were discussed, and it was proposed that the projects and programmes be supported by both Councils and thereafter funding be sourced for the approved projects/ programmes and that the projects be implemented during the validity period of the MoU between the City of Giessen & Swakopmund Municipality.

3.2.1 The following projects are proposed under the partnership programmes:

Field(s) of exchange	Programme / Project	Comment	Sustainable Development Goals
<ul style="list-style-type: none"> Community & Youth Development Social integration 	Localising the 17 SDG goals	Implemented - Siting cubes with the SDGs are at the Multipurpose Centre	All the 17 GOALS
<ul style="list-style-type: none"> Education/Skills development, Arts, and culture Community & Youth development 	Library book exchange programme	Project is ongoing	Goal 4 Goal 17
<ul style="list-style-type: none"> Education/Skills development, Arts, and culture 	Maker Space Project in Swakopmund	New Project - the application will be submitted during 2025	Goal 9
<ul style="list-style-type: none"> Emergency and disaster management 	Fire Brigade Section - Training and Skills exchange programme	New programme - to be implemented during 2024.	Goal 9 Goal 11
<ul style="list-style-type: none"> Social integration Education/Skills development, Arts, and culture Community & Youth development 	Sport & Recreational - Skills exchange programme	New programme - to be implemented during 2024.	Goal 3
<ul style="list-style-type: none"> Social integration Education/Skills development, Arts, and culture Community & Youth development Environmental management and sustainability development 	NAKOPA Project	New project - MoU to be signed between COSDEC & ZAUG during October 2024. The project is ongoing.	Goal 4 Goal 7 Goal 11 Goal 12 Goal 17
<ul style="list-style-type: none"> Social integration Education/Skills development, Arts and Culture Community & Youth development Environmental management and sustainability development 	SMART City Development	New programme - to be implemented during 2024.	Goal 7 Goal 9 Goal 11 Goal 17

To Coordinate the above Partnership projects and programmes, it is proposed that an International Relations Policy be submitted to the Council. The Policy should include the establishment of an **International Relations Administrative Unit (IRAU)**.

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

RECOMMENDED:

- (a) That the feedback report of the 4th SDG Networking meeting of the German-Namibian Municipal Partnerships in Berlin, Germany from 19-21 June 2024 and the partnership network meeting in Giessen from 22 - 29 June 2024 be noted.
- (b) That the following proposed partnership programme/projects be noted for implementation by both parties:
- *Maker Space Project in Swakopmund*
 - *Fire Brigade Section - Training and skills exchange programme.*
 - *Sport & Recreational - Skills exchange programme*
 - *NAKOPTA Project - Trainers and expert exchange programme*
 - *SMART City development*
- (c) That an International Relations Policy be submitted to the Council for approval.
- (d) That the establishment of an International Relations Administrative Unit is included in the International Relations Policy.
- (e) That the activity schedule and project report be submitted to the Management Committee regularly.
-



MEMORANDUM OF UNDERSTANDING

Between

**THE MUNICIPALITY OF SWAKOPMUND,
NAMIBIA**

AND

**THE CITY OF GIEßEN,
GERMANY**

1. PURPOSE OF THIS COOPERATION

After friendly partnership and expert exchange programmes, the parties declare their intention to establish a cooperative relationship to work together, in accordance with prevailing laws, policies and regulations of each country in the following fields:

- 1.1 Environmental management and sustainability development
- 1.2 Emergency and disaster management
- 1.3 Governance and capacity building
- 1.4 Urban infrastructure and development
- 1.5 Trade and Investment
- 1.6 Social integration
- 1.7 Education/Skills development, Arts and culture
- 1.8 Community & Youth development

2. OBJECTIVES OF THE COOPERATION

The parties undertake to work together in an appropriate manner towards achieving positive development in relation to social, economic, technology, tourism, and sustainable development, as well as good governance goals, within each party's jurisdiction and to realize the full potential of each party.

3. AREAS OF COOPERATION

In giving effect to these undertakings, the parties will endeavor:

- Parties intend to identify and undertake mutually agreed projects, in line with the objectives of this cooperation.
- To create an integrated and sustainable relationship with each other, in which expertise, research, and best practice are shared.



- To seek to understand each other's priorities, capacities, and constraints.
- To share knowledge and experience exchange
- Develop joint programmes of action according to implement the goals of the Memorandum of Understanding.

4. DURATION

This cooperation comes into effect upon signature.

- Any changes to this cooperation will have to be submitted in writing and signed by both parties.
- Should the termination of this cooperation be envisaged within the stipulated duration, such termination, where possible, will not affect completion on ongoing projects carried under this cooperation.
- The duration of this cooperation will be for three (3) years with the option to extend.

5. GOOD FAITH AND DISPUTE RESOLUTION

The parties must seek to resolve any dispute concerning the implementation of this cooperation through dialogue and discussion in good faith.

6. MONITORING AND ADMINISTRATION

Each party will appoint a representative who will be responsible for the good execution of its provisions.

7. SIGNATURE

The person signing this cooperation in a representative capacity warrant his or her authority to do so and this cooperation shall only be of force and effect when signed.




Signed on the 15th day of December 2023 in Gießen, Germany in two (2) original copies in English and German.



Her Worship Dina Namubes
Mayor of Swakopmund

WITNESS

1. 

2. O-W. foedde

Signed on the 15th day of December 2023 in Gießen, Germany in two (2) original copies in English and German.



His Worship, Frank-Tilo Becher
Head Mayor of Giessen

WITNESS

1. A. F. P. ...

2. 

**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**

11.1.30

EXEMPTION OF NON-FIRST-TIME HOMEOWNERS UNDER THE MASS HOUSING DEVELOPMENT PROGRAMME

(C/M 2024/09/03 - 14/2/1/2)

Ordinary Management Committee Meeting of 14 August 2024, Addendum **8.28**
page **262** refers.

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

The purpose of this submission is to inform the Council of the feedback received from NHE regarding houses that were allocated to beneficiaries who are not first-time homeowners.

2. BACKGROUND

The following houses were allocated to the listed beneficiaries on various dates under the Mass Housing Development Programme:

1. Erf 2026 Matutura - Mr Helmut Benediktus
2. Erf 2053 Matutura - Ms Bertha Hengombe
3. Erf 2054 Matutura - Mr Leander Clifton Mouton and Ms Teresa Mouton
4. Erf 2116 Matutura - Mr Filemon Namweya and Ms Eva Namweya
5. Erf 2157 Matutura - Mr Wendell and Ms Jo-Marie Eckardt
6. Erf 2189 Matutura - Ms Martha Karingombe
7. Erf 2201 Matutura - Mr Junias Annanias and Ms Emilia Annanias
8. Erf 2215 Matutura - Ms Ledia Fielding
9. Erf 2313 Matutura - Mr Elton Gurirab and Ms Rosiwida Guriras
10. Erf 2338 Matutura - Mr Stanely Witbooi
11. Erf 2396 M Matutura - Ms Sophie Shipale
12. Erf 2423 Matutura - Mr Silas Shilongo
13. Erf 2457 Matutura - Mr Faros and Ms Magret Kock
14. Erf 2556 Matutura - Mr Wilem Ntjamba
15. Erf 7591 Swakopmund - Ms Maggy Sam

On **01 April 2024**, Council enquired via a letter (**Annexure "A"**) written to the National Housing Enterprise why houses were allocated to the person who were not first-time homeowners. This letter includes detailed information with copies of the identity documents, findings, and a sequence of correspondences regarding the acquisition of houses. The annexures are attached for ease of reference.

3. DISCUSSION

In response to our letter of 01 April 2024, an email dated **17 June 2024** which contained a letter (**Annexure "B"**) was received from National Housing Enterprise. The letter outlines possible legal complications, financial disbursements to occupants and social discontentment which may be directed to both Council and NHE should the option to repossess the properties be followed. Under point 6 of their letter, NHE requested that current non-first-time occupants of houses under the Mass Housing Development Programme be exempted and that the properties be transferred in their names.

4. **SPECIAL CASE:** Erf 2026, Matutura - Mr Helmut Benediktus

Erf 2026, Matutura was allocated to Mr Helmut Benediktus. The deed search results indicated that Mr Benedictus owns Erf 3218, Mondesa and therefore could not be allowed to own two properties. However, Mr Benedictus wrote a letter and explained that the property in question (Erf 3218) belonged to his late sister, Ms Auleria Ayehaantu Kornelius and that the property will be inherited by her daughters. They were minors at the time of their mother's death. **Annexure "G"** is a letter written by Mr Benediktus, an executorship letter from the Master of High Court, Will/Testament and other documents which supports his explanation.

5. **PROPOSAL**

It is proposed that the beneficiaries under the Mass Housing Development Programme who are not first-time property owners and who have owned properties before either outside or in Swakopmund jurisdiction be exempted, except the beneficiaries who still own properties in Swakopmund.

It is further proposed that Erf 3218 Mondesa be transferred to the children of late Ms Auleria Ayehaantu Kornelius as they are now over the age of 18 years at their cost. The property is currently registered to Mr Helmut Benediktus as he was the guardian of the two children of late Ms Kornelius.

It also proposed that in future a deed search first be conducted before the actual allocation of houses / erven in Swakopmund. As per paragraph 7 of their letter dated 21 May 2024, NHE confirms that steps are being taken to rectify the past oversights and shortcomings to prevent recurrence.

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

(a) **That Council takes note of the letter submitted by National Housing Enterprise to condoning the past allocation of homes to property owners who had already received homes under other schemes or privately.**

(b) **That the following homeowners who benefitted under the Mass Housing Development Programme be exempted from the allocation criteria defined in clause 6.5.3 of the approved standard triparty conditional donation agreement and ownership of the properties be transferred in their names:**

1. ***Erf 2026 Matutura - Mr Helmut Benediktus***
2. ***Erf 2053 Matutura - Ms Bertha Hengombe***
3. ***Erf 2054 Matutura - Mr Leander Clifton Mouton and Ms Teresa Mouton***
4. ***Erf 2116 Matutura - Mr Filemon Namweya and Ms Eva Namweya***
5. ***Erf 2157 Matutura - Mr Wendell and Ms Jo-Marie Eckardt***
6. ***Erf 2189 Matutura - Ms Martha Karingombe***
7. ***Erf 2201 Matutura - Mr Junias Annanias and Ms Emilia Annanias***
8. ***Erf 2215 Matutura - Ms Ledia Fielding***
9. ***Erf 2313 Matutura - Mr Elton Gurirab and Ms Rosiwida Guriras***
10. ***Erf 2338 Matutura - Mr Stanley Witbooi***
11. ***Erf 2396 M Matutura - Ms Sophie Shipale***
12. ***Erf 2423 Matutura - Mr Silas Shilongo***
13. ***Erf 2457 Matutura - Mr Faros and Ms Magret Kock***
14. ***Erf 2556 Matutura - Mr Wilem Ntjamba***

15. Erf 7591 Swakopmund - Ms Maggy Sam

- (c) **That in future, the beneficiaries under the Mass Housing Development Programme who own two or more properties in Namibia is not exempted, and that the above 15 cases are not regarded as a precedent.**
 - (d) **That Mr Helmut Benedicktus only be exempted once Erf 3218, Mondesa of late Ms Auleria Ayehaantu Kornelius be transferred to her children, Ms Tuwilika Penexupifo Shevanyenga and Ms Eunike Elago who are above 21 years old at his cost.**
 - (e) **That upon finalisation of point (d) above Erf 2026, Matutura be transferred to Mr Helmut Benedicktus.**
 - (f) **That in future if it transpires that beneficiaries under the Mass Housing Development Programme who are found to own/owned properties anywhere in Namibia upon registration be repossessed and sold at the market value to any person who qualifies to afford the selling price.**
-



+264 64 410 4111 | swkmun@swkmun.com.na | P. O. Box 53, Swakopmund, Namibia

Ref No: 14/2/1/3

Enquiries: M Haingura

01 April 2024

Gisbertus Mukulu
Chief Executive Officer
National Housing Enterprise (NHE)
Windhoek
PO Box 20192
Eros
10005

Cc: Donald Tjikune
Regional Manager- Erongo

Attention: Mr Mukulu

Dear Sir

MASS HOUSING DEVELOPMENT PROGRAMME: ERVEN THAT WERE ALLOCATED TO BENEFICIARIES WHO ARE NOT FIRST -TIME HOMEOWNERS

We refer to the virtual meeting held on **05 October 2023** (Monday meetings) by the Ministry of Urban and Rural Development (MURD), where various matters from the different regions pertaining to Mass Housing were discussed.

First challenge Council is experiencing, are beneficiaries who are allocated houses, however after a deeds search is done by the transferring attorneys it is discovered that they are not first-time homeowners. The second challenge Council is facing are applications to sell to a third-party whereafter the beneficiaries move back to the informal settlement areas. Listed below are beneficiaries where each case has been set out.

We were advised that the Ministry has referred the cases to you for a recommendation on the way forward.

1. Erf 2026 MATUTURA - MR HELMUT BENEDIKTUS

Erf 2026 was allocated to Mr Benediktus, and he signed the Mass Housing Home Loan Sales Agreement on **04 April 2018** and is living on the property. On **06 August 2019** Messrs Koep & Partners (Annexure "A") confirmed that Mr Benediktus is not a first-time homeowner. Mr Benediktus is the current owner of Erf



3218 Mondesa (Deed of Transfer No T 7596/2006). On **10 May 2023** a letter was sent to Mr Benediktus informing him that he cannot receive Erf 2026 since he is not a first-time homeowner. A letter was also sent to National Housing Enterprise (NHE) on **10 May 2023 (Annexure "B")** informing them of the discovery. Mr Benediktus responded to the letter on **16 May 2023 (Annexure "C")** to clarify his status as a first-time homeowner under the Mass Housing Development Programme (MHDP). NHE responded on **31 May 2023 (Annexure "D")** requesting that the transactions be held in abeyance until they receive an official response from (MURD).

Based on Mr Benediktus response a site inspection was done on **11 August 2023 (Annexure "E")**. A letter was then sent to him on **15 September 2023 (Annexure "F")** informing him of what was discovered. On **28 September 2023** Mr Benediktus wrote a letter to clarify our findings and attached all the requested documents (**Annexure "G"**).

To date no response has been received from NHE.

2. Erf 2053 MATUTURA - MS HENGOMBE

During a virtual meeting on **05 October 2023** with NHE and MURD, NHE confirmed that Ms Hengombe owns Erf 936 Arandis as stated in (**Annexure "H"**). Council has no documentation on file of any correspondence from NHE nor the bond attorneys or the client. No inspection has been conducted to verify if Ms Hengombe lives on the erf. We require a decision on the way forward.

3. Erf 2054 MATUTURA - MR AND MRS MOUTON

According to NHE the house on the erf is currently unoccupied, and the bond premiums are in arrears as stated in (**Annexure "H"**) as Mr and Mrs Mouton own Erf 1422 Mondesa. Council has no documentation on file of any correspondence from NHE nor the bond attorneys or the client. We require a decision on the way forward.

4. Erf 2116 MATUTURA – MR AND MRS NAMWEYA

On **28 March 2019** Messrs Kinghorn Associates discovered that Erf 2116, Matutura, Ext 10 was allocated to Mr and Mrs Namweya who previously owned Erf 1615, Mondesa (**Annexure "I"**). This is contrary to the Cabinet decision No 7th/10.05.16/001 and clause 6.5.3 of the Deed of Sale.

On **19 July 2019** Mr Namweya wrote an email to the Honourable Minister Mr Uutoni (**Annexure "J"**), pleading to the Honourable Minister to allow them with the transfer of Erf 2116 Matutura to their names. Mr Nameya stated that the property he had under his name belonged to his father and it was sold in 2012. He got married in 2012. His wife never owned property before and therefore they made their NHE application together and received the house in 2018 which they have been living in since.

Two years later they were told that the property cannot be registered because Mr Nameya already owned property before. According to him he has a family of 8. He mentioned that NHE was supposed to inform him of the pre-emptive condition prior to allocating the property to him. On **22 January 2020** Mr and Mrs Namweya approached Messrs Van Rensburg Associates (**Annexure "K"**), to send a letter to Messrs Kinghorn Associates inquiring why the transfer of Erf 2116 Matutura has not been completed at the time.

On **21 February 2020** Messrs Kinghorn responded to the letter attached (**Annexure "L"**), explaining the sequence of events. On **12 November 2020** Honourable Minister sent a letter (**Annexure "M"**) stating that he sees no problem for Mr and Mrs Nameya to be given the opportunity to own the said property given that they can afford to pay.



The matter was submitted to Council on **25 February 2021**, and it was resolved that Erf 2116 Matutura be transferred to them. On **13 September 2021** Messrs Kinghorn Associates registered Erf 2116 Matutura into Mr and Mrs Nameya names.

No inspection has been conducted to verify if Mr and Mrs Namweya lives on the erf.

5. Erf 2157 MATUTURA – MR AND MRS ECKARDT

On **08 September 2020** the transferring attorney, ENS Africa flagged that the Eckardt family are not first-time homeowners (**Annexure "N"**), as they owned Erf 1212 Tamariskia Extension 3, but sold it on **9 March 2020**. No inspection has been conducted to verify if Mr and Mrs Eckardt lives on the erf.

The Housing Officer instructed the transferring attorneys on **08 September 2020** "**Annexure "O"**" not to proceed with the transfer. However on **12 November 2020**, NHE instructed them to proceed with the transfer ("**Annexure "P"**"). This resulted in the Eckardt family acquiring Erf 2157, despite them not qualifying to benefit under this project as they were not first-time homeowners. On **27 July 2023** Council wrote a letter to NHE (**Annexure "Q"**), requesting that NHE employees refrain from issuing transfer instructions to Council's attorneys to avoid similar cases occurring in the future.

6. Erf 2189 MATUTURA – MS KARINGOMBE

Messrs ENSAfrica, the transfer attorney conducted a deeds search and informed Council on **08 September 2020** (**Annexure "R"**) that Ms Karingombe's spouse owned Erf 517 Mondesa, Ext 10.

On **05 July 2021** a letter was sent to NHE (**Annexure "S"**) informing them that Ms Karingombe is not a first time homeowner. On **04 April 2022** NHE wrote a letter to Ms Karingombe to vacate the property as she is in contravention of the Government's Directive (**Annexure "T"**). On **21 July 2021** Ms Karingombe wrote an email (**Annexure "U"**) pleading her case to NHE and Swakopmund Municipality. Ms Karingombe submitted an affidavit to the Housing Officer (**Annexure "V"**) explaining the sequence of events. She states that her ex and late husband bought Erf 517 Mondesa during the existence of their marriage which they resided during that period. Due to Ms Karingombe being unemployed she did not contribute financially to their marriage thus her ex-late husband handled his affairs independently including the purchase of Erf 517 Mondesa. Ms Karingombe further stated that her ex-late husband sold Erf 517 Mondesa without her knowledge and consent and therefore their home never formed part of their divorce settlement.

On **06 April 2022** Ms Karingombe wrote an email to Mr Thaniseb from MURD (**Annexure "W"**) pleading her case to the Ministry.

Ministerial approval was requested on **17 June 2022** and in response a letter was received from MURD (**Annexure "X"**), declining the request of Ms Martha Daliros Karingombe to have Erf 2189, Matutura, Ext 10 transferred to her. The Cabinet Decision No 7/10.05.16/001 that reads as follows "*Cabinet direct that only first-time buyers will be allowed to buy these houses and that Local Authorities transfer the land directly to the client*". Therefore, she does not qualify to be allocated a house under the Mass Housing Development Programme.

The matter was submitted to Council on **27 October 2022** under item 11.1.12 and resolved as follows:

- (a) That Council proceeds with the transfer of Erf 2189 Matutura, Ext 10 to Ms Karingombe.
- (b) That Messrs ENSAfrica be informed of the decision.

The matter was resubmitted to Council on **23 February 2023** under item 11.1.1 when the letter from MURD was received and resolved as follows:



- (a) That Council's resolution taken on 27 October 2022 under Item 11.1.12 be repealed and that Council cancels the transfer of Erf 2189, Extension 10 to Ms Martha Dallos Karingombe as she does not meet the criteria's of "First-Time Home-Owner".
- (b) That NHE considers the way forward regarding Erf 2189, Extension 10 and compensate Ms Martha Dallos Karingombe accordingly.
- (c) That Messrs ENSAfrica be informed of the Council resolution.
- (d) That NHE allocate Erf 2189, Matutura, Extension 10 to the next qualifying beneficiary on the Master Waiting List.
- (e) That NHE provides Ms Martha Dallos Karingombe sufficient notice of time to vacate the house.

Ms Karingombe was informed of the above decision on 10 March 2023 (Annexure Y). Ms Karingombe lives on the erf.

We require a decision on the way forward.

7. Erf 2201 MATUTURA – MR AND MRS ANNANIAS

Mr and Mrs Annanias settled their NHE account in full for Erf 2201 Matutura on 23 September 2019 (Annexure "Z"). Messrs Kinghorn Associates on 12 March 2020 discovered that Mr Annanias is the current owner of Erf 1628 (a portion of Erf 62) Mondesa since 1999 (Annexure "1"). On 13 February 2023 NHE was informed that Mr and Mrs Annanias are not first-time homeowners under the tripartite conditional donation agreement, thus the transaction should be cancelled as they own other fixed properties (Annexure "2"). No inspection has been conducted to verify if Mr and Mrs Annanias lives on the erf. We require a decision on the way forward. To date no response has been received from NHE.

8. Erf 2215 MATUTURA – MS FIELDING

On 08 September 2020 Messrs ENSAfrica did a deed search for Erf 2215 Matutura and it was discovered (Annexure "N") that Ms Fielding used to own Erf 992 Khomasdal Ext 10 with her ex-husband and they were married in community of property. Council has no documentation on file of any correspondence from NHE nor the bond attorneys or the client. No inspection has been conducted to verify if Ms Fielding lives on the erf. We require a decision on the way forward.

9. Erf 2313 MATUTURA – MR GURIRAB AND MRS GURIRAS

On 08 September 2020 Messrs ENSAfrica did a deed search for Erf 2313 Matutura and it was discovered (Annexure "N") that Mr Gurirab and Mrs Guriras used to own Erf 9048 Swakopmund Ext 3.

On 16 February 2022 NHE was informed of the matter (Annexure "3"). On 07 September 2022 Ms Guriras wrote an email to the housing administrative clerk (Annexure "4") stating that while her husband was waiting to qualify for a house from NHE she participated in a close bid sale but unfortunately did not qualify in 2017. In March 2018 they moved into Erf 2313 Matutura, three months thereafter on 29 June 2018, Ms Guriras was called by Swakopmund Municipality and was told that she qualifies for Erf 9048 Tamariska as the previous bidder did not comply with the condition of sale. Since she was allocated Erf 2313 Matutura by NHE she offered Erf 9048 Tamariskia for sale to her father. Erf 9048 Tamariskia was registered in her name before NHE could register Erf 2313 Matutura which she initially bought first. Ms Guriras further states that they have made improvements to Erf 2313 Matutura which is valued at more than N\$ 200 000.00. No inspection has been conducted to verify if Mr Gurirab and Mrs Guriras are living on the erf.



Mr Gurirab and Mrs Gurarias approached Messrs Legal Wise and on **08 March 2023** the law firm sent a letter to NHE (**Annexure "5"**) for legal intervention, requesting that NHE reconsider and approve the transfer of Erf 2313 Matutura. They continued that if the transfer does not take place NHE should consider reimbursing Mr Gurirab and Mrs Guriras for the improvements and renovations done to the property.

On **25 April 2023** NHE responded to the letter (**Annexure "6"**) stating that a proposal was sent to MURD for consideration and that a response will be sent to them once a formal response has been received from MURD.

We require a decision on the way forward.

10. Erf 2338 MATUTURA – MR WITBOOI

Messrs ENSAfrica conducted a deeds search on **08 September 2020 (Annexure "N")** which revealed that Mr Witbooi previously owned Erf 1359, Mondesa. However, it was motivated that Erf 1359, Mondesa was sold by Mr Witbooi and his wife through a divorce order. On **06 July 2021**, ministerial approval was requested to transfer Erf 2338, Matutura into the name of Mr Witbooi (**Annexure "7"**) and is awaited.

During October 2023, the matter was tabled to Council, and on **26 October 2023** it was approved to the transfer of Erf 2338, Ext 10, Matutura to Mr Witbooi under item 11.1.19:

- a) That Council approves the transfer of Erf 2338, Extension 10, Matutura to Mr Stanley Lafras Witbooi even though he previously owned Erf 1359, Mondesa, and is thus not a *First-Time Property Owner*.
- b) That Mr Stanley Lafras Witbooi continues residing on Erf 2338, Extension 10, Matutura until a formal response from the Ministry is received.
- c) That Mr Stanley Lafras Witbooi continues paying the bond premium plus the rates and taxes, for Erf 2338, Extension 10, Matutura as he is still occupying the property.
- d) That Messrs National Housing Enterprises and the Ministry of Urban and Rural Development be informed of Council's decision.

No inspection has been conducted to verify if Mr Witbooi lives on the erf. We require a decision on the way forward.

11. Erf 2396 MATUTURA – MS SHIPALE

On **20 May 2020** Messrs ENSAfrica advised Council (**Annexure "8"**) and NHE that Ms Shipale is not a first-time homeowner. On **06 April 2022 (Annexure "8")** Ms Shipale wrote a letter requesting Mr Thaniseb of MURD and Mr Tjikune of NHE to reconsider their decision as she has spent a lot of money on the said property. To date no inspection has been conducted to confirm if Ms Shipale lives on the erf.

No feedback has been received by any of the parties to date.

We require a decision on the way forward.

12. Erf 2423 MATUTURA – MR SHILONGO

Messrs Kinghorn Associates conducted a deed search in respect of the sale of Erf 2423 Matutura to Mr Shilongo and confirmed on **14 September 2020 (Annexure "9")** that he is not a first time homeowner. During a consultation, Mr Shilongo informed them that he is the owner of Erf No. 1066 Okahao. Kinghorn Associates confirmed the registration through a deeds search. The deeds search further indicated that Mr Shilongo is also the owner of an additional property, namely Erf No. 1448 Goreangab, Windhoek.



On 27 January 2022 the matter was submitted to Council whereafter it was resolved under item 11.1.18:

That Council cancels the transfer of the property, Erf 2423 Matutura, Ext 11 to Mr and Mrs Shilongo on the basis that they are the lawful owners of Erf 1066 Okahao and Erf 1448 Goreangab, which is in contradiction with clause 6.5.3 of the tri-partite donation agreement.

On 24 May 2022 NHE was informed of the matter (Annexure "10"). On 13 July 2022 Mr Shilongo wrote a letter to NHE (Annexure "11") pleading his case and requesting to be compensated on the improvements and time to sort out the ownership of the erven in Okahao and Goreangab.

On 28 September 2022 Mr Shilongo wrote a letter to Council (Annexure "12") requesting to be given four to five months to recover financially. He allegedly paid transfer cost for Erf 1448 Goreangab to be donated to one of his family members.

On 27 October 2022 the matter was tabled to Council whereafter the following was resolved under item 11.1.14:

- (a) That Council remains with its decision passed on 25 February 2022 to cancel the transfer of the property, Erf 2423, Matutura, Extension 11 to Mr and Mrs Shilongo on the basis that they are the lawful owners of Erf 1066, Okahao and Erf 1445, Goreangab, which is in contradiction with clause 6.5.3 of the tri-partite donation agreement.
- (b) That NHE conducts a property valuation on Erf 2423, Matutura, Extension 11 and compensate Mr and Mrs Shilongo accordingly.
- (c) That NHE provides Mr and Mrs Shilongo sufficient notice of time to vacate the house and allocates Erf 2423, Matutura, Extension 11 to the next qualifying beneficiary on the Master Waiting List.
- (d) That NHE and Messrs Kinghorn Associates be informed of the decision.

On 06 December 2022 Messrs Metcalfe Beukes Attorneys wrote a letter to Council (Annexure "12") on behalf of their client Mr Shilongo demanding that Council provides the copy of the alleged tri-partite agreement signed by their client. On 01 February 2023 Council responded to the request of Messrs Metcalfe Beukes Attorneys demand (Annexure "13").

We await NHE's response herein.

13. Erf 2457 MATUTURA – MR AND MRS KOCK

On 02 December 2021 Messrs ENSAfrica informed Council that Mr and Mrs Kock are not first-time homeowners as they own Erf 65 Dorado Park and Erf 1884 Mondesa (Annexure "14"). Council has no documentation on file of any correspondence from NHE nor the bond attorneys or the client. No inspection has been conducted to verify if Mr and Mrs Kock are living on the erf. We require a decision on the way forward.

14. Erf 2556 MATUTURA – MR NTJAMBA

During a virtual meeting on 05 October 2023 with NHE and MURD, NHE confirmed that Mr Njamba owns Erf 3797 Mondesa as stated in (Annexure "H"). Council has no documentation on file of any correspondence from NHE nor the bond attorneys or the client. No inspection has been conducted to verify if Mr Njamba is living on the erf. We require a decision on the way forward.





MUNICIPALITY OF SWAKOPMUND

064 410 4232

064 410 4232

064 410 4232

064 410 4232

064 410 4232

064 410 4232

Enquiries: Mr N Ndeikonghola

2 August 2023

National Housing Enterprise
P O Box 7240
Walvis Bay
13013

Attention: Mr Donald Tjikune

Dear Sir

ISSUING OF TRANSFER INSTRUCTIONS TO ERF 2157 EXTENSION 10 MATUTURA TO MR W,E ECKARDT

We refer to the above matter.

On **21 July 2020** our office issued instructions to ENS Africa to transfer Erf 2157 Matutura, under NHE Mass Housing project, to a certain Mr Wendell Earl Eckardt married to Mrs Jo-Marie Eckardt (referred to as the Eckardt family in this letter). The aforesaid was done before a deeds search on the beneficiary could be done. On **8 September 2020** the transferring attorney, ENS Africa flagged that the Eckardt family are not first-time homeowners, as they use to own Erf 1212 Tamariskia Extension 3, which they sold on **9 March 2020**.

Our Housing Officer instructed the transferring attorneys on **8 September 2020** not to proceed with the transfer, however on **12 November 2020**, NHE instructed them to proceed with the transfer (see attached email correspondences). This resulted in the Eckardt family acquiring Erf 2157, despite them not initially qualifying to benefit under this project as they were not first time homeowners.

We therefore request that NHE employees to be informed to kindly refrain from issuing transfer instructions to Council's attorneys to avoid similar cases occurring in future.

For any further enquiries, please do not hesitate to contact Mr Nikolas Ndeikonghola at ☎ 064-4104232.

Yours faithfully


Mpsai Haingura
General Manager, Corporate Services & HC



CC: ENS Africa / Ms A Louw / Ms J Le Roux

ANNEXURE "H"



Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: Ms. M. N. Nalyaa
Tel: (+264) (61) 2975005
Fax: (+264) (61) 29335148

Government Office Park
Luther Street

Private Bag 13224
Windhoek, Namibia

Our Ref: MUR
Your Ref:

Ms. Martha Karingombe
Elf 2189 Matutura
Cell No. 0812977066
Email: Dalila.315@gmail.com

Dear Ms. Karingombe

SUBJECT: LETTER OF MOTIVATION // RECONSIDER DEED OF TRANSFER ELF 2189, MATUTURA MN MARTHA DALIROR KARINGOMBE.

Reference is made to your subject email dated 06 April 2022.

The Ministry finalized the investigation and would like to inform you of the following:

1. NHD allocated you a home (Elf 2189, Matutura) and it was later revealed that you previously owned a property Elf 517 Mondesa which you failed to disclose as a result.
2. This means that your application is in contravention of the Cabinet Decision No 7/10/05 16/001 that reads as follows: "Cabinet direct that only first time buyers will be allowed to buy these houses and that Local Authorities transfer the land directly to the clients".
3. You therefore do not qualify to be allocated a home under the Mass Housing Development Programme.

Yours sincerely,

Yours sincerely,


NGHIDINA DANIKI
EXECUTIVE DIRECTOR

ANNEXURE "I"**Elda N. Ngaizuvare**

From: Nicolene Vermeulen <nicolenevz@kinglaw.com.na>
Sent: 12 January 2023 11:30 AM
To: Elda N. Ngaizuvare
Cc: Barbara Ramos Viegas; Charles Awaseb; Aina S. Nduuvundi
Subject: RE: Erf 2201 Matutura- Junias and Emilia Annanias
Attachments: RE: TRANSFER OF ERF 2201 MATUTURA. J ANNANIAS; FW: Tri party agreement and transfer-NHE

Our Ref: NHE1/0087-60

Dear Elda

Blessings to you too.

We reported to your offices, on 12 March 2020, that Mr Annanias is not a first-time home-owner under the tri-party agreement definitions. Subsequently, we were instructed by your Mr Plaetjle on 17 March 202 that the transaction will be cancelled, and our file was thus archived in 2020. We attach the aforesaid e-mail exchanges hereto for your records.

We again reported, 22 September 2021, to your Natasha, that our file has been closed. We attach this e-mail report hereto as well.

We trust that the above will be of assistance.

Kind regards,

Nicolene Vermeulen (Walvis Bay office)
Personal Assistant to PJ BURGER
and Assisting CJ DE KONING

 **KINGLAW**
KINGHORN ASSOCIATES INCORPORATED
Registration No. 2017/0034

ANNEXURE "J"

MUNICIPALITY OF SWAKOPMUND

Ref No: E 2201 M

Enquiries: Ms B Ramos Viegas

(064) 4104230
 088 614 514
 53 Swakopmund
 NAMIBIA
 swakopmun.com
 bramosviegas@swkmun.com.na

13 February 2023

National Housing Enterprise
 P O Box 7240
 Walvis Bay
 13013

Attention: Mr Donald Tjikune

Dear Sir

REQUEST FOR A NEW BENEFICIARY FOR ERF 2201 MATUTURA, EXTENSION 10

I refer to the above subject matter.

On 23 September 2019 transfer instructions were given to Messrs Kinghorn Associates which included a copy of a bank deposit of N\$ 510 350.00 made by Mr Annanias to NHE presumably payment of the development costs. Messrs Kinghorn Associates on 12 March 2020 discovered that Mr Annanias is the current owner of Erf 1628 (a portion of Erf 62) Mondesa and has been an owner since 1999 when the property was transferred in his name.

Kindly note Mr and Mrs Annanias are not first-time homeowners under the tri-partite conditional donation agreement, thus the transaction should be cancelled as they own other fixed properties. We therefore, await a new beneficiary for Erf 2201, Matutura, Ext 10.

For any further enquiries, please do not hesitate to contact Ms B Ramos Viegas at ☎ 064-4104230.

Yours faithfully

Mr A. Platjje
 General Manager: Corporate Services & HC (Acting)

/enn

ANNEXURE "K"



MUNICIPALITY OF SWAKOPMUND

Ref No: E 2313 M

☎ (064) 4104230

☎ 088 614 514

📍 53 Swakopmund
NAMIBIA🌐 www.swkmun.com.na✉ bramosviegas@swkmun.com.na

Enquiries: Ms B Ramos Viegas

16 February 2022

NATIONAL HOUSING ENTERPRISE
Walvis Bay
PO Box 7240
Kuisebmond
13013

Attention: Mr Tjikune / Ms Bessinger

Dear Sir/Madam:

ISSUES PERTAINING TO THE TRANSFER OF ERF 2313, MATUTURA

We refer to the email (attached for ease of reference) from Mr Temus Kawela, dated 31 January 2022, stating the chain of events that regarding the transfer of Erf 2313, Matutura, as well as the telephonic communication between Mr Temus Kawela and the author hereof.

1. Regarding the facts, the following:

It is noted that the allocation and the signing of the NHE Home Loan Agreement, in respect of the Erf 2313 M, occurred prior to Mr & Ms Gurirab, purchasing Erf 9048, Swakopmund. The beneficiary occupied Erf 2313 Matutura since March 2018 prior to the completion of its transfer. The beneficiary further purchased the Erf 9048

2. A perusal of our relevant files, agreements and the law reveal the following:

- a. The Local Authorities Amendment Act, 2018, defines the term "first time buyer" as a person who is not an owner of any other property in that particular local authority area. In applying this definition, it disqualifies the beneficiaries as first time buyers.
- b. Clause 3 of the Mass Housing Home Loan Sales Agreement, states that where the property sold is financed by NHE, the purchaser shall be subjected to a mortgage bond in favour of the seller which mortgage bond shall simultaneously be registered with the transfer of the Erf to the purchaser through a Deed of Donation.
- c. Clause 4 of the Mass Housing Home Loan Sales Agreement states that possession of the dwelling shall be given to the purchaser, on the date of a simultaneous transfer and Bond Registration of the said purchase into the name of the purchaser.
- d. Under clause 6.5.3 of our Tripartite Deed of Donation Agreement, it is stated that the beneficiary must be a "first-time-home-owner", as defined

that at the date of the beneficiary signing the deed of donation, neither the beneficiary nor his/her spouse (irrespective of their marriage regime) 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.

By virtue of the above, the beneficiary is in breach of contract and Council cannot proceed with the transaction in respect of Erf 2313 Matutura

As you are aware Council is a creature of statute bound by law, and as such cannot take any unlawful decisions. Council opposes the transfer of Erf 2313 M on the basis of the grounds outlined above. Should you wish to proceed with the transfer of Erf 2313 M to the beneficiaries, kindly motivate, with due regard to the above mentioned issues, the grounds on which such transfer can take place.

Should you have any further enquiries, please do not hesitate to contact **Ms B Ramos Viegas** at ☎ 064- 410 4230.

Yours faithfully



Mr A Plaatjie
General Manager: Corporate Services & HC (Acting)



rk



Ref No: E 2338 M

MUNICIPALITY OF SWAKOPMUND

(064) 4104230

088 614 514

53 Swakopmund
NAMIBIA

www.swakopmund.com.na

bramosviegas@swakopmund.com.na

Enquiries: Ms B Ramos Viegas

06 July 2021

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

Dear Sir/Madam

REQUEST TO TRANSFER ERF 2338 MATUTURA (EXT 10) NHE/ MASS HOUSING PROGRAMME: MUNICIPAL COUNCIL OF SWAKOPMUND TO STANLEY LAFRAS WITBOOI

1. INTRODUCTION

Approval is sought from the Ministry of Urban and Rural Development to proceed with the transfer of Erf 2338, Matutura, Extension 10 to Mr Stanley Lafras Witbooi.

2. BACKGROUND

On 08 November 2017 Mr Stanley L. Witbooi registered for the Mass Housing Programme under reference number SWKMUN1694 (Annexure "A"). During 2018, Erf 2338, Matutura, Extension 10 NHE was allocated to Mr Stanley L. Witbooi and a Mass Housing Home Loan Sales Agreement was signed between the parties (Annexure "B"). Mr Witbooi also signed a stop order with NHE to deduct the monthly premium (Annexure "C"). The monthly premium is also deducted from Mr Witbooi's salary (Annexure "D"). On 09 March 2019 NHE instructed Messrs Kamuhanga Hoveka Inc. to register a first bond (Annexure "E").

3. CURRENT SITUATION

During 2020, Messrs ENSAfrica conducted a deeds search and it was found that Mr Stanley L. Witbooi previously owned Erf 1359, Mondesa. The confirmation email (08 September 2020) is attached as Annexure "F". The said erf is sold because the couple divorced and as per paragraph 8 of the final divorce, the joint estate is divided. The final order of divorce is attached as Annexure "G". Erf 1359, Mondesa is sold to Mr R. Gariseb and Ms B. J. Garises; attached as Annexure "H" is the Deed of Transfer, T 5368/2015.

On 12 May 2021 NHE instructed the Swakopmund Municipality to proceed with the transfer of Erf 2338, Matutura, Extension 10 to Mr Stanley L. Witbooi. Mr Stanley L. Witbooi is occupying the house on Erf 2338 since 2018 and is paying the monthly rates and taxes (Annexure "I", a copy of the statement).

The allocation of Erf 2338, Matutura, Extension 10 to Mr Stanley L. Witbooi is in conflict with the definition of a first time home owner as provided for in clause 6.5.3 of the Tri-Parti Agreement hence the matter is referred to the Ministry for decision.

All correspondence must be addressed to the Chief Executive Officer

Further similar cases have been identified by Messrs ENSAfrica and referred back to NHE to address the issue with the beneficiaries.

4. APPROVAL GRANTED OF ANOTHER CASE

During March 2018 Messrs Kinghorn Associates discovered that Erf 2116, Matutura was allocated to Mr and Ms F Namweya who previously own Erf 1615, Mondesa contrary to the Cabinet decision No 7th /10.05.18/001 and clause 6.5.3 of the Deed of Sale. Messrs Kinghorn Associates raised the matter with NHE who in response maintained that Erf 2116, Matutura be allocated to Mr and Ms Namweya.

Approval was requested and granted by the Honourable Minister to proceed with the transfer of Erf 2116, Matutura to Mr and Ms F Namweya. Approval was received on 12 November 2020 (Annexure "J").

The matter is similar in nature to the incident of Mr and Ms F Namweya where the Minister decided during September 2020 to proceed with the transfer of Erf 2116, Matutura to Mr and Ms F Namweya.

5. APPLICATION

Kindly advise whether we can to proceed with the transfer of Erf 2338 Matutura Extension 10 to Mr Stanley Lafras Witbooi, based on that he does not own any property currently in Namibia and he is paying off the bond plus rates and taxes.

In case of any queries, please contact our Housing Office at 064 – 410 4230.

Yours Faithfully,



MR A BENJAMIN
CHIEF EXECUTIVE OFFICER

/brv



Liezie Du Plessis

From: nicolene <nicolenevz@kinglaw.com.na>
Sent: Wednesday, 25 November 2020 09:32
To: Liezie Du Plessis
Subject: TRANSFER ERF 2396 MATUTURA (EXT 11): SHIPALE

Our Ref: NHE1/0133-60

Dear Liezie

RE: TRANSFER OF ERF NO. 2396 MATUTURA (EXT 11): MUNICIPAL COUNCIL OF SWAKOPMUND // S SHIPALE

The above transaction refers.

We were advise by your offices that ENSafrica received the same instructions herein, i.e. to procure registration of the transfer in the Deeds Offices in Windhoek.

We were further informed by NHE that ENSafrica advised Council and NHE on 20 May 2020 via e-mail that Ms Shipale is not a first time home-owner, and that ENSafrica, subsequently awaits further instructions herein.

In light of the above, we herewith close our file.

Yours faithfully,

NICOLENE VERMEULEN
Personal Assistant to PJ BURGER

KINGHORN ASSOCIATES

LEGAL PRACTITIONERS, CONVEYANCERS & NOTARIES
(authorized and regulated by the Law Society of Namibia)

WALVIS BAY OFFICE:

P.O. Box 1914, Walvis Bay | Unit 2, The Chambers, 122 Theo Ben Gurirab Ave, Walvis Bay
Tel: +264 64 203905 | Fax: +264 64 203858 | E-mail: nicolenevz@kinglaw.com.na

ANNEXURE "O"

NOTARIES
CONVEYANCERS
ATTORNEYS



Hans Allers
26 Tobias Hanyoko Street
SWAKOPMUND / NAMIBIA
P.O. Box 1455 (No Area Code)
Tel: +264 64 402051/2
Fax: +264 64 402159
E-mail: nicolenev@kinghorn.com.na
VAT Registration No: 2667085-01-5

The General Manager
Corporate Services and Human Capital
Municipality of Swakopmund
P.O. Box 53
SWAKOPMUND

YOUR REF: **MASS HOUSING
(40/40 HOUSING INITIATIVE)**

OUR REF: **PJB/mv NHE1/0171-60**

ATT: MR SWARTS & MS DU PLESSIS

14 September 2020

Dear Sir / Madam

RE: **MASS HOUSING TRANSACTION: TRI-PARTY CONDITIONAL DONATION AGREEMENT
TRANSFER OF ERF 2423 MATUTURA (EXT 11): MUNICIPAL COUNCIL OF
SWAKOPMUND // S & E SHILONGO**

We refer to the above transaction, and your instructions to us to procure registration of the transfer of Erf 2423 Matutura to Mr and Mrs Shilongo under the Mass Housing Programme.

In line with the agreed allocation criteria and the directives specified by the Government for the Mass Housing Development Program, both the beneficiary and his/her spouse who acquires a property under the scheme, must be a "first-time home-owner". A "first-time home-owner" is defined in clause 6.5.3 of the approved standard tri-party conditional donation agreement as (our **emphasis**):

"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..."

By that definition, even if a beneficiary's spouse previously owned immovable property, both beneficiaries are disqualified as first-time home-owners.

Mr and Mrs Shikongo attended our Swakopmund offices on 09 instant. During our consultation with Mr Shilongo, he informed us that he is already the owner of Erf No. 1066 Okahao. A deeds search conducted by our correspondents confirmed that Mr Shikongo acquired Erf No. 1066 Okahao in 2015 already, even before he entered into a loan agreement with NHE on 03 April 2018. The deeds search also indicated that Mr Shikongo is already the owner of a further property, namely Erf No. 1448 Goreangab.

Mr Shilongo's status as home-owner is, thus, in conflict with the definition of a first-time home-owner provided for in clause 6.5.3 of the standard tri-party conditional donation agreement that was approved by Council and NHE for the Mass Housing Development Program.

The donation agreement has not been fully signed, and is still in our possession. The decision to procure registration of the transfer of the properties under the Mass Housing Development Program remains Council's and NHE's. Council, who is the land-owner, may very well have good reason to proceed to transfer. We, however, require definite and clear instructions from Council whether or not to proceed.

We therefore suggest that Council, in consultation with NHE, consider the merits of Mr Shilongo's transaction and provide us with further instructions as to whether we should proceed with the transfer or not.

Yours faithfully,



KINGHORN ASSOCIATES
Per: PJ BURGER

Copy by e-mail to: The Acting
National Housing Enterprise
Walvis Bay

Copy by e-mail to: Kamuhanga Hoveka Samuel Inc
(Bond attorneys for NHE)
Windhoek



MUNICIPALITY OF SWAKOPMUND

Ref No: E 2423 M

Enquiries: Ms B Ramos Viegas

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24 May 2022

Mr Silas Shilongo
 P O Box 5168
 Swakopmund
 13001

Dear Sir

CANCELLATION OF INSTRUCTIONS TO TRANSFER ERF 2423, MATUTURA, EXT 11

We refer to the meeting held on 18 May 2022 between the Municipal officials and Mr Silas Shilongo regarding the disconnection of the water and the transfer of Erf 2423, Matutura, Ext 11.

The matter was discussed at the Management Committee meeting held on 13 January 2022, where after the following resolution was passed under item 11.1.18 on 27 January 2022:

That Council cancel the transfer of the property, Erf 2423, Matutura, Ext 11 to Mr and Mrs Shilongo on the basis that they are the lawful owners of Erf 1066, Okahau and Erf 1448, Goreangab, which is in contradiction with clause 6.5.3 of the tri-partite donation agreement.

Please take note of clause 6.5.3 which reads as follow:

"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 has or had or is within the immediate future likely to acquire an interest in any entity or other arrangements, 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."

With reference to the above resolution, the transaction is cancelled and on 03 February 2022, Messrs Kinghorn Associates has been informed accordingly.

For any further enquiries, please do not hesitate to contact Ms B Ramos-Viegas at 064 4104230

Yours faithfully



Mr A Platjie
General Manager: Corporate Services & IIC (Acting)
/nek



Copy: NATIONAL HOUSING ENTERPRISE
Walvis Bay
PO Box 7240
Kuisebmond
13013

Attention: Ms Bessinger / Mr Tjokane



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OFFICE OF THE CHIEF EXECUTIVE OFFICER

Enquiries: Ms Josefina Nekongo
nekongoj@nhe.com.na; Tel: +264 61 2927205

21 May 2024

Mr Afeus Benjamin
Chief Executive Officer
Municipality of Swakopmund
PO Box 53
SWAKOPMUND

Dear Mr. Benjamin

RE: MASS HOUSING DEVELOPMENT PROGRAMME: ERVEN THAT WERE ALLOCATED TO BENEFICIARIES WHO ARE NOT FIRST - TIME HOMEOWNERS

1. The above subject matter and your letter dated 01 April 2024 refers. *
2. We have perused the content therein and wish to affirm our concurrence with Swakopmund Municipality's (hereinafter Council) final stance on ensuring that the subsidized housing scheme benefits first-time homeowners primarily. This stance is necessitated by the need to provide dignified housing to the over thousand individuals on the Master Waiting List who have not yet had the opportunity to become homeowners.
3. Additionally, we ratify the provision requiring that properties attained under the subsidy program shall not be transferable by sale to a third party without an initial

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offer being extended to the Council, thereby enabling the allocation of that housing unit to other qualified individuals on the Master Waiting List. This is key in upholding the integrity of the program and ensuring that the benefit is passed on to other deserving candidates on the waiting list.

4. Furthermore, as stakeholders in the Mass Housing Development Programme, we acknowledge our role in collaborating with the Council to improve the efficiency of beneficiary identification. This will prevent delays and ensure that the programme serves its intended purpose of aiding those without prior property ownership.
5. Notwithstanding the aforesaid, it is incumbent upon us to highlight the potential issues surrounding the redress of property allocations that have already been made to individuals who are not first-time homeowners. Revising these allocations could necessitate property valuations to account for improvements made by current owners which will need to be reimbursed, potentially incurring additional costs for valuations and provoking legal actions and social discontent, which may not be in the best interest of the public and repute of the Council, Municipality and NHE.
6. In light of these considerations, we propose that past allocations to non-first-time homeowners who already benefited be condoned, with the assurance that henceforth, NHE will implement rigorous due diligence protocols, including thorough deed searches prior to any future allocations and sales related to Mass Housing properties.

Usually when an act or a regime is declared ultra vires, the logical question comes out as to what the legal consequence would be for actions done, to this end it is our position that given the motives by some of this beneficiaries such as the fact that the homes they are said to have previously owned are located in other towns where they worked before or they are no longer interested in keeping those initial properties, it is thus logical to allow for this waiver or condonation in this instance whilst control measures are being put in place to avoid a repetition of similar errors in the future.

4/2024

7. Whilst acknowledging past oversights on both ends, in conducting thorough due diligence and flaws in the stipulated eligibility criteria this will be rectified. Steps are being taken to rectify these shortcomings and prevent recurrence.
8. We value the shared commitment with Council towards achieving equitable housing solutions and look forward to sustaining our synergy in this commendable venture.

Counting on your usual cooperation in addressing the housing needs of Namibia.

Yours sincerely

Mr. Gisbertus Mukulu 21/05/2024

Mr Gisbertus Mukulu
CHIEF EXECUTIVE OFFICER



11.1.31 **ENDORSEMENT OF NEW COMMITTEE MEMBERS IN EXT 14, MONDESA (DRC AIRPORT SIDE)**
(C/M 2024/09/03 - 14/2/1/2)

Ordinary Management Committee Meeting of 14 August 2024, Addendum **7.6** page **35** refers.

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

1. **Introduction**

This submission serves to request Council consider approving the endorsement of new Committee members in Extension 14, Mondesa (DRC Airport Side)

2. **PREVIOUS RESOLUTIONS**

On **24 November 2022** Council under item 11.1.37 approved the endorsement of Committee members in various extensions as follows:

- (a) *That the attached list of various committees for the different extensions in DRC be noted.*
- (b) *That Council endorses the committees in Extensions: 40, 41 and 42 (Wagdaar) and portions 182 and 183, Housing Groups and Portion 184:*

Build Together Group Committee

1. *Jousa Muyazu*
2. *Herbet Ndungo*
3. *Caroline Kasenda*
4. *Mathilda Swartz*
5. *William Makayi*
6. *Peter Malambo*
7. *Helana Dula*
8. *Muningirua Morina*

Movement For Housing Group

1. *Ema Gom-Khaeses*
2. *Rebecca Uchams*
3. *Francisco Mwenyo*
4. *Paulus Ndjamba Ruzendo*
5. *Lisias Ndjimba*

Harambe Group Committees

1. *Hans Neidel*
2. *Alfred Ganaseb*
3. *Sebastian Hipose*
4. *Festus Aubeb*
5. *Kornel Sabab*
6. *Roswitha Uakuramenua*
7. *Eva Domingo*
8. *Elizaberth Lampert*

Portion 184

1. *Fillipus Gariseb*
2. *Gisela Garoes*

Community Leader Database: DRC Waag-Daar

1. *Hildegardt Vaendapi Katjjukua*
2. *Lovis Ngesheya*
3. *Rebecca Ndume*
4. *Rikuvera Hindjou*

5. Aron Haufiku
6. Junius Niinkoti
7. Martin Fanuel
8. Nghilongwa Perrys Petrus
9. Josef Swaartbooi
10. Frans Stefanus
11. Adolfine Nowotes

(c) That Council endorses the committees in Extension: 24, 25, 37 and 38 referred to as Seaside:

1. Stanely Thaniseb
2. Bulani Witbooi
3. Annalie Matsuis
4. Tracy Garoes
5. Fredrik Naobeb
6. Paul Damara Gaseb (Chairman)
7. Josef Hailuuda
8. Ignatius Ulrich Ganuseb
9. Anne-Marie Ganues (Chairlady)
10. Shaanika Wilbard
11. Sara Ngairo
12. Sandra Seibes
13. Festus Boetie Shiona
14. Kahenikutji Jacobs
15. Rivanus Goseb
16. Immanuel Tjihozu
17. Maleagi Uahupirapi
18. Phillipus Gideon
19. Erika Ndjitaviua
20. Maipu Ortner
21. Landine Kaundje
22. Clugust Nowaseb

(d) That Council endorses the committees in Extensions: 27, 28, 29 and 30 referred to as the DRC Proper.

1. Elizabeth Elao
2. Zibora Auxas
3. Jacobina Gideon
4. Sakeus Atilifa
5. Tsuseb Arnold Silvester
6. Haimbili Ndinelago
7. Martha Shimbonga
8. Seibes Selma Maria
9. Dula Helena
10. Emilie M Lukombo
11. Peelanga Gabriel
12. Kanjani Charles
13. Sishango Tulile
14. Lorence Orr
15. Maria Nehepa Karembere
16. Mukuti Sondaha
17. Muhare Liyeringe
18. Ndaudako Gabriel
19. Noabeb Arnoldus
20. Wilstine Tsuses
21. Sevelia Djuulume
22. Joba Violet Namandja
23. Haimbodi Paulina
24. Gideon Abisai Nambili
25. Ndahambelela Shimwefeni
26. Shimwefeni Ndeipanda"

On **31 August 2023** Council under item 11.1.37 point (d) approved the request of Messrs Build Together Housing Group to change their name as follows:

"(d) That Council takes note of the change of name of Messrs Build Together Group to Juntos Construir"

3. **CURRENT SITUATION**

Three students were appointed to assist with the registration of occupants and households in the DRC informal settlement. Registrations cover the aspect of economic status to determine the affordability status of household owners while enumerating the households. A copy of the registration form is issued to every household enumerated which serves as proof of registration.

4. **Discussion**

Extension 14, Mondesa (Previously Portion 184) is represented by two voluntary committee members (**Annexure "A"**). Mr Phillipus Gariseb first served as a DRC Planning Committee member and currently one of the leaders of the Shack Dwellers Federation Group and Ms Gisela Garoes. These volunteers submitted their names to the Housing Section to work as committee members in portion 184 which was the Council approved on **24 November 2022** under item 11.1.37.

However, during previous registration in DRC Extensions 27, 28, 29, 30, 31, 37, 40, 41, and 42 it was experienced that two committee members were not sufficient to assist with the registration process. A letter (**Annexure "B"**) was sent to the two existing members requesting that they organize an election and submit names of four (4) additional members from the community who are willing to serve as committee members in Ext. 14, Mondesa.

Annexure "C-G" is a letter and list submitted by the existing committee members for the endorsement of the following new members:

Names	ID Number	Contact	Annexure
Jemie Jeans Hansen	90112000134	0816530383	Annexure "D"
Uapanda Tjiveze	88010102970	0817367076	Annexure "E"
Lusia Kanana	89060500814	0816383321	Annexure "F"
Tobias Elias	74121200438	0813105162	Annexure "G"

5. **PROPOSAL**

It is proposed that the Council endorses the new volunteer committee members to help speed up the registration process in Extension 14, Mondesa.

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

That Council endorses the newly elected additional four (4) members, shown in the table below, as committee members of Ext 14, Mondesa (previously referred to as portion 184 in Council resolution passed on 24 November 2022 under item 11.1.37):

Names	ID Number	Contact	Annexure
Jemie Jeans Hansen	90112000134	0816530383	Annexure "D"
Uapanda Tjiveze	88010102970	0817367076	Annexure "E"
Lusia Kanana	89060500814	0816383321	Annexure "F"
Tobias Elias	74121200438	0813105162	Annexure "G"



MUNICIPALITY OF SWAKOPMUND

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Enquiries: Ms B Ramos Viegas

01 December 2022

Portion 184 Committee
SWAKOPMUND

PORTION 184 COMMITTEES

1. Fillipus Gariseb	0812167099
2. Gisela Garoes	0812038448

Dear Committee members

ENDORSEMENT OF NEW COMMITTEES IN VARIOUS EXTENSIONS OF DRC

A submission was tabled to Council to endorse the new committees at its meeting held on 24 November 2022 and it was resolved under item 11.1.37 as follows:

- (a) That the attached list of various committees for the different extensions in DRC be noted.
 (b) That Council endorses the committees in Extensions: 40, 41 and 42 (Wagdaar) and portions 182 and 183, Housing Groups and Portion 184.

Portion 184

1. Fillipus Gariseb
2. Gisela Garoes

Be informed that the listed committee members mentioned above are endorsed and recognized by Council

For any further enquiries, please do not hesitate to contact Mr B Ramos Viegas at ☎ 064-4104230.

Yours faithfully

Mr A Platjie
 General Manager: Corporate Services & HC (Acting)
 /am



+354 64 410 4111 | swkmun@swkmun.com.na | P.O. Box 53, Swakopmund, Namibia

Ref No: 18/14/2/1/14

Enquiries: Mr C Awaseb

03 June

2024

DRC Airportside Committee Members
SWAKOPMUND

ATT: Gariseb Phillipus & Garoes Gisela

Dear Committee

REQUEST FOR SELECTION OF NEW COMMITTEE MEMBERS IN EXT. 14, MONDESA

We refer to our letter dated 01 December 2022 and the Council resolution of 24 November 2022 under item 11.1.37 which reads as follows:

- (a) That the attached list of various committees for the different extensions in DRC be noted.
- (b) That Council endorses the committees in Extensions: 40, 41 and 42 (Wagdaar) and portions 182 and 183, Housing Groups and Portion 184:
- Portion 184**
1. Phillipus Gariseb
 2. Gisela Garoes

Kindly be informed that the Municipality is currently busy registering residents in Extension 27, 29 and 30, Swakopmund and anticipate completion of the process by 15 June 2024. We are planning to commence with the registration of occupants in Ext 14, Mondesa (DRC Airport) on 1 July 2024.

You are requested to organise an election of four (4) new members from the community who are willing to serve as committee members in Ext 14, Mondesa. Kindly submit the names with identification documents not later than 6 June 2024 for a submission to Council to consider the newly elected members.

Should you have any queries, please contact Mr C Awaseb at ☎:064-410 4231/✉:cawaseb@swkmun.com.na

Yours sincerely,


Mpsai Haiingura
GENERAL MANAGER, CORPORATE SERVICES & HC



**Documents
Containing
Personal
Information Are
Removed From
The Agenda As
Directed By
MANAGEMENT.**