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11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 24 NOVEMBER 2025**11.1.43 **PHASE 3: DONATION OF 165 ERVEN TO REMAINING RESIDENTS IN EXTENSION 27, 29 AND 30, SWAKOPMUND**

(C/M 2025/11/24 - 15/2/1/2; 15/2/1/3; 17/1/4/2/1/7)

Special Management Committee Meeting of 24 November 2025, Addendum **5.1** page **04** refers.**A. This item was submitted to the Management Committee for consideration:**1. **INTRODUCTION**

The purpose of this submission is to request Council's approval for the donation of 165 erven in Extension 27, 29 and 30 (DRC Proper). Attached as **Annexure "A"** is a locality map plus a list of the 165 erven.

2. **BACKGROUND**

Council at its ordinary meeting held on **29 September 2022** resolved under item 11.1.44 to allocate **702** erven to remaining tenants in DRC Proper. All new erven were not included since there was no registration conducted for the occupants of these erven. Only **80** beneficiaries were identified and donated after it was discovered that the occupants on the erven do not correspond with the allocated erf numbers. Ministerial consent was obtained on **18 June 2024**.

This was partially due to challenges encountered during the migration from old erf numbers to new erf numbers on the occupation list and swapping of erven by registered tenants to other unoccupied erven from erven initially allocated to them.

Therefore, a verification exercise for remaining **765/894** Single Residential erven was conducted.

On **28 November 2024** the results of the verification report were submitted to Council whereafter it was resolved under item 11.1.47, to donate **340** erven in Extensions 27, 29 and 30 Swakopmund (DRC Proper), to occupants (first-time homeowners) residing on the erven. Ministerial approval is still awaited. Both the list of 80 and 340 approved donations by Council was shared with Erongo RED for the electrification project.

3. **DISCUSSION**

On **18 September 2023 to November 2024**, the Housing Section commenced with the registration and enumeration of overspill and unauthorized occupants in Extension 27, 29 and 30, Swakopmund as part of registration process, the socio-economic data and the number of households in Extension 27, 29 and 30, Swakopmund, are recorded to plan for both the allocation of erven and relocation of overspill residents. Every household that is enumerated were issued with the registration form, while a copy remained in the registration book for record and audit purposes. An electronic database is also created to record data of the enumeration.

3.1. NUMBER OF ERVEN

There are **894** erven in Extension 27, 29 and 30, Swakopmund, zoned single residential. Substations were built on **5** single residential erven and **1** Fire Brigade, **14** new erven in Ext 30 North were allocated to staff members and **5** physically challenged persons. From additional **41** new erven scattered across Extension 27, 29 and 30, **6** erven were allocated to the overspill residents. These **6** new erven are part of **340** erven approved for donation on **28 November 2024** under item 11.1.47. The Social Housing project initiative included **47** single residential erven for the construction of low-cost houses.

3.2. Registration

With the assistance of the committee members, each household (unauthorized and overspill residents) in Extension 27, 29 and 30, Swakopmund was visited for registration. A notice of registration was placed at strategic gathering points, issued to committee leaders for distribution, and placed under the doors where occupants were absent. Neighbours were also requested to inform those who were not found at the households.

Progressive Donation of Erven	Total Number
Total number of erven in Extension 27, 29 & 30	892
Number of erven occupied by households	892
Total number of households registered	3 454
Number of households yet to be registered	127
Total number of erven approved in phase 1	80
Total number of erven approved in phase 2	340
Total number of erven for phase 3	165

The remaining **425** Single Residential erven can be best described in the following categories:

- (a) Unauthorized occupants residing on erven vacated by previous owners who benefitted under other housing programmes.
- (b) Overspill residents whose erven no longer exist due to the changes on the new cadastral layout.
- (c) The registered tenants whose whereabouts is unknown, and deceased matters will be considered in phase 2 or whenever the investigations are successfully conducted.

The following **165** erven are selected for consideration of donation from abovementioned categories. The rest of the remaining erven needs thorough investigation on the ground to determine to who it will be donated the erven in question.

The list of 165 residents to be considered for donation:

Tot Num	New Erf No	Ext	Old Erf No.	Name	Surname	Id No.	Year Of Occupation
1	7242	27	1104	Garises	Charlothe	72111300039	15
2	7243	27	1105	Afrikaner	Lesley Gevin	90072300574	12
3	7270	27	1069	Mwatilange	Tobias	91082501611	13
4	7277	27	1050	Ankonga	Johanna Naituwe	00112000959	16
5	7280	27	1036	Ames	Theoline Delsa	89081700577	12
6	7281	27	1037	Shiviku	Rachel	76111900218	28
7	7291	27	95	Nghinaunye	Fillipus Ndalinoshisho	69020301934	20
8	7293	27	91	Oxurus	Dina	86092900173	9
9	7303	27	292	Amalovu	Tomas	74082300538	23
10	7306	27	326	Johannes	Festus Weyulu	94013001039	11
11	7313	27	311	Gaoses	Talitha Genade	01052900283	22
12	7314	27	310	Hamutenya	Japhet Hamutenya	80120610477	17
13	7318	27	304	Daniel	David	87120400398	14
14	7331	27	676	Aoxamus	Diana Roslin	89070601095	13
15	7334	27	426	Gowases	Mourien	85090410658	23
16	7335	27	425	Wedeing	Norbert Silvanus	02070901025	17
17	7336	27	422	Dau-Nares	Jeroline	91050900901	17
18	7337	27	421	Geises	Dismonda	93120300489	20
19	7339	27	419	Clay	Ruariyn Ruari	96091700097	18
20	7340	27	273	Harases	Samuelina Christiana	96120500723	7
21	7342	27	388	Somses	Pauline	69082700778	12
22	7347	27	415	Mukete	Loide Ndeshiteelela	98080100195	19
23	7352	27	280	Shifonono	Ivy Ndelineekele Nalialuke	74091100570	7 months
24	7353	27	279	Aoxamub	Absalom Danielis	89040900809	14
25	7356	27	274	Khoeses	Cendia Lichen	94041900468	11
26	7357	27	NEW	Haushona	Willibard	76092200376	17
27	7366	27	254	Naobeb	Sedekias	76100910136	23
28	7374	27	240	Amunyela	Sakeus	79031710059	15
29	7377	27	237	Ochs	Romantha L.K	93120200123	16
30	7378	27	236	Namases	Katrina Priscilla	72071400461	20
31	7382	27	228	Hamutenya	Johanna Kandambo	91062400399	16
32	7383	27	225	Ngenokesho	Moses	91050801113	6
33	7389	27	386	Awaras	Jeanette Elrietha	89010800709	19
34	7392	27	383	Kristian	Ndilipunye	94031900767	10
35	7396	27	407	Guriras	Jennifer Jenny	94012000748	19
36	7402	27	190	Kalola	Asteria N.	01050100077	23
37	7409	27	203	Claasen	Moreen Sandra	85041010595	13
38	7415	27	215	Namises	Modalisa Magret	89072700422	18
39	7420	27	220	Pienaar	Lindina	87071401257	13
40	7426	27	208	Haufiku	Moses	94070200797	3
41	7427	27	205	Kaumanwa	Edward Kanime	83022410530	10
42	7432	27	196	Tsuseb	Arnold Silverster	96013100276	24
43	7434	27	192	Hitamuka	Josef Hangula	87070300808	18
44	7435	27	189	Tjiposa	Richardt	80020710038	9
45	7438	27	184	Awala	Alina Ndanyengwa	76082200276	10
46	7442	27	NEW	Simeon	Lukas	87042610452	12
47	7443	27	NEW	Paavo	Lisias Pombili	00040100758	7
48	7444	27	NEW	Abisai	Simeon Angula	90121500926	10
49	7445	27	NEW	Shipangeni	Michael Fudeipo	89021100371	14
50	7446	27	NEW	Thomas	Johanna Joice	96122901032	14
51	7447	27	NEW	Eita	Onesmus	83080110597	14
52	7448	27	NEW	Kambalili	Anna	74122900441	5
53	7449	27	NEW	Ngeshea	Hafeleni Omwene	83071410301	13
54	7450	27	NEW	Selma	Narubes	47070200137	18
55	7451	27	NEW	Shimuningeni	Lukas Ndipulalye	76092000652	14
56	7453	27	NEW	Nghifewa	Lazarus Naifo	92032701413	10
57	7454	27	NEW	Petrus	Fillemon	69032900730	14
58	7455	27	NEW	Hamukwaya	Sadrah Nghikukuka Shafioxuna	90092700896	8
59	7456	27	NEW	Kamulumbu	Ananias	93031300123	11
60	7457	27	NEW	Kahuadi	Leena Haiti	72122110147	13
61	7459	27	NEW	Haikonda	Hendrina Kashipuko	96122300543	4
62	7461	27	NEW	Ndipulalye	Josua	76040610301	8
63	7462	27	NEW	Andowa	Titus	80020410247	13
64	7463	27	NEW	Hitila	Nestor Puleinge	90020202296	13

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65	7486	27	19	Nefeke	Saltiel	67021300034	19
66	7494	27	5	Haipinge	Erastus	68120200764	15
67	7512	27	48	Shaduka	Joseph Shipwikinenei	83080510585	19
68	7523	27	1027	Shiimi	Timoteus	88010700762	17
69	7527	27	1035	Shimwefeni	Paulus Shimwefeni	77072410187	23
70	7528	27	1034	Matundu	Willemsom	51010100173	23
71	7529	27	1002	David	Lonia	84050511983	10
72	7533	27	1008	Paulus	Maria	74050501799	16
73	7821	29	1107	Tara U Kowe	Josefina Ruth	79032810138	23
74	7823	29	1109	Namaseb	Samuel Conraad	72051700540	24
75	7827	29	1125	Goias	Christofine	88042800959	8
76	7829	29	1133	Geingos	Sarah	80012510319	16
77	7834	29	1136	Felix Peter Shintango	Ndumba	79012110297	15
78	7835	29	1129	Sumpu	Petrus Ihemba	95100800909	23
79	7836	29	1128	Meriam N	Gabriel	48080801045	18
80	7837	29	1121	Elias	Salom Nalifimane	90031000479	11
81	7838	29	1120	Nendongo	Heskiel Ndalimwewe	98120900022	25
82	7843	29	1175	Kazombiaze	Jackson	91052500943	8
83	7845	29	1168	Kamerika	Elasta	75051710212	14
84	7850	29	1145	Renoldtus	Kharuchab	89040500325	5
85	7854	29	1141	Josef Kondja	Jonas	99070800039	15
86	7860	29	1165	Esley Irwanes	Awaseb	90091300126	13
87	7864	29	1178	Hayimbiri	Mukanda	91020201339	12
88	7866	29	1186	Joseph	Shambo	77042510027	15
89	7868	29	1194	Mbelela	Sam	84080610491	9
90	7876	29	1206	Hoaes	Susana	67080400554	19
91	7878	29	1198	Tjiveze	Patricia	93041501414	7
92	7922	29	558	Kashona	Dapewa Theresia	82092210327	18
93	7924	29	556	Nguvulu	Zuze	70050500902	24
94	7928	29	548	Mathias	Alina	94013000806	25
95	7935	29	528	Matheus	Hamadila	83072810516	19
96	7942	29	524	Ndemfa	Sakaria	75030510087	15
97	7945	29	497	Katonua	Silvia	85101010162	24
98	7947	29	490	Hoaes	Adelheid	57071801126	7
99	7952	29	501	Lazzy	Rauha Tweenikumwe	95060100917	12
100	7955	29	512	Paulus	Wilbard Taamba	85121010419	14
101	7958	29	144	Shiwila	Justina Indileni	72110410310	19
102	7963	29	171	Uri-Khos	Imelda Victoria Elma	88110400736	15
103	7964	29	170	Amunyela	Isai Tuyoleni	78090410200	24
104	7986	29	130	Kamati	Reinhold R.	70120300281	24
105	7989	29	125	Van Der Byl	Else	77072710493	8
106	7992	29	120	Hamukwaya	Absalom	76091210742	17
107	8003	29	358	Xoagus	Indirah Razel	93122300850	11
108	8014	29	339	Subeb	Nicky Mubasen	83020510333	17
109	8035	29	375	Elyedy Elyelie	Longer	83102510687	17
110	8036	29	374	/Awaseb	Chrisley Wesley	97051700901	18
111	8040	29	366	Gaeb	Gerson Ulrich	83090510308	15
112	8042	29	489	Areses	Rosa	94050200422	3
113	8043	29	482	Rafael	Pinias	48050800180	25
114	8044	29	481	Libertine	Nanus	82092710850	14
115	8051	29	456	Sihako Roide	Tjisola	81062510321	14
116	8053	29	461	Friedriqa	Kandjabanga	76060600328	24
117	8055	29	469	Karembere	Maria Nehepa	85101210196	10
118	8058	29	478	Sakaria	Simon	72090800720	22
119	8070	29	579	Awarab	Jesajas	72052910115	8
120	8076	29	571	Kangeama	Asnath Ngurimuye	98012000628	20
121	8097	29	641	Hamumokola	Simon	81052610102	10
122	8102	29	610	Guidao-oas	Memory	90102801258	9
123	8106	29	603	Nawases	Daphine Viginia #Khitani	90100500730	11
124	8108	29	605	Somaeb	Steven Dougles	92031200062	11
125	8123	29	453	Shitemo	Agrippina Mashora	76081210138	25
126	8125	29	602	Johannes	David Pendapala	72092700650	16
127	8126	29	601	Kashinda	Frida	87062200700	5
128	8135	29	436	Gam-gaebob	Filvester	94010600772	13
129	8136	29	433	Ndemuweda	Lasarus Letukwafa	79080710113	22
130	8137	29	434	Marungu	Bonifasius	81030310955	16
131	8138	29	431	Kakupa	Edward Viwangu	96073100485	15
132	8154	30	1273	Paulus	Kristof Tugalukeni	82072410304	20

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133	8163	30	1258	Mbwalala	Nehemia Ndeyapo	81041310250	13
134	8164	30	1261	Uirab	Besnoit	91102600164	6
135	8167	30	1299	Sivambo	Johannes Mbambi	72030301116	23
136	8171	30	1307	Haihambo	Linius	86032601277	23
137	8213	30	1360	Amunyela	Tuuliki Ndamononghenda	82041710861	13
138	8215	30	1356	Eichab	Lodewyk	98010700916	22
139	8219	30	1352	Dausas	Anmire	89050500617	8
140	8224	30	1359	litula	Oskar Shifoleni	82123110752	11
141	8247	30	983	Shanyengana	Phillipus	72050501552	16
142	8253	30	962	Madhiya	Naeman	76052310146	15
143	8255	30	960	Petrus	Alfeus Ndeshipanda	85050810377	6
144	8261	30	974	Kapitanga	Paulus	81041310625	16
145	8262	30	975	Muhikila	Evelina Moses	82073110576	15
146	8271	30	883	Joseph	Chihinga Andreas	89010102386	16
147	8272	30	882	Nekanda	Nango V	02041400471	20
148	8280	30	900	Protasius	Carlos	73111910105	11
149	8283	30	805	Simon	Simeon	67083100411	13
150	8284	30	808	Iiyambo	Mateus	79112710083	17
151	8287	30	811	Aindongo	Ludwig Ameya	78053110077	11
152	8294	30	789	Kanyanga	Alfeus Chinkanda	96113000532	14
153	8296	30	791	Toivo	Shatipamba	75063000509	18
154	8300	30	799	lipinge	Thomas Inamulimbililwa	85100411147	6
155	8324	30	709	Lyakwata	Thomas Tangeni	89070200643	16
156	8330	30	717	Nghilifilwa	Jason	82081110180	25
157	8333	30	722	Giovanni S. B.	Goarseb	95082900487	5
158	8337	30	691	Deonibus Makewe	Kashati	89081800687	16
159	8347	30	830	Munyateka	Petrus	78050210243	16
160	8379	30	861	Shatona	Nikodemus	79080810436	17
161	8382	30	942	Shiningenivali	Fennie Tangeni	83092110420	4
162	8405	30	918	Kativa	Feblonia Malico	91050800656	16
163	8429	30	683	Matues	Ndeutapo Popyenivamue	91013000803	10
164	8435	30	764	Matsuis	Othiliee	81072810530	10
165	8436	30	763	Haindongo	Paulus Kaufiwani	89070400790	10

The table below specifically provides information about the identified beneficiaries for allocation with less than 10 years of occupation on the erf. To explain why beneficiaries who reside on the erven, for example, for less than 7 months to less than 10 years, a table is abstracted from the data database for fairness and transparency purposes.

otal No	New Erf No	Old Erf No	Number Of Occupants	Surname	Full Names	Salary	Years	Remark
1	7293	91	(1/2)	Oxurus	Dina	NAD 7 140.00	9	Only 2 residents on this erf -
1	7293	91	(2/2)	Uirab	Hermanus	NAD 3 205.08	1	9 years is the highest
2	7340	273	(1/1)	Harases	Samuelina Christiana	NAD 6 214.99	7	Only 1 person
3	7352	280	(1/1)	Kamati	Kunalimwe		10	
3	7352	281		Sholonono	Ivy Ndelinekele Nhalaluke	NAD 6 382.99	7 months	Only one with income
3	7352	281	(2/3)	Frans	Kasnityeni Cecilie	N/A	4	
3	7352	281	(2/3)	Peyomufya	Vaino Tulyaameni	N/A	3	
3	7352	281	(3/3)	Heita	Titus Tangeniomwene	N/A	4	
3	7352	281	(3/3)	Mbidi	Paulus Ndapunikwa	N/A	7	
4	7383	225	(1/3)	Booyesen	Antonia	N/A	8	
4	7383	225	(2/3)	/Howoseb	Golden Given	N/A	10	
4	7383	225	(3/3)	Goreses	Christiana	NAD 1 800.00	7	
4	7383	226	(2/3)	Ngenokesho	Moses	NAD 4 000.00	6	Only one who qualifies
4	7383	226		Goagoses	Emilie	520624050024		
4	7383	226	(1/3)		Noabeb	N/A	9	
5	7426	208	(4/6)	Haufiku	Moses	NAD 3 286.50	3	Only one who qualifies
5	7426	208	(1/6)	Johannes	Nafital	N/A	12	
5	7426	208	(2/6)	Johannes	Justine Kafute	N/A	2	
5	7426	208	(3/6)	Haindenga	Naftal	NAD 2 673.17	1	

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5	7426	208	(5/6)	Valombola	Tuhafeni Ndahambelega	NAD 1 000.00	8	
5	7426	208	(6/6)	Valombola	Mwalengwa Maria Tangeni	NAD 1 500.00	7	
6	7435	189	(1/2)	Tjiposa	Richardit	NAD 3 881.70	9	Only one who qualifies
6	7435	189	(2/2)	Uirab	Hubie Stephanus	N/A	6	
7	7443	79	(5/7)	Josef	Monica		20	
7	7443	80	(1/7)	Alfeus	Naftal		7	
7	7443	81	(2/7)	David	Magdalena		6 months	
7	7443	83	(4/7)	Hamupadi	Paulus Shimwefeni		9	
7	7443	84	(5/7)	Nekongo	Josef Taleni		4	
7	7443	85	(6/7)	Nakale	Thomas Mwafengeyo		10	
7	7443	86	(7/7)	Natangwe	Emilia Ndilipeivi	NAD 2 890.00	13	
7	7443	7443	(3/7)	Paavo	Lisias Pombili	NAD 5 000.00	7	Only one who qualifies
8	7448	114	(1/2)	Kevanhu	Victory Linoovene		8	
8	7448	115	(1/2)	Shoombe	Damsikus Shalyoongwe		12	
8	7448	7448	(2/2)	Kambalifi	Anna	NAD 3 500.00	5	Only one who qualifies
9	7455	144	(1/5)	Nghishilombola	Gerson Phillipus Kefas		14	
9	7455	7455	(2/5)	Hamukwaye	Sadrah Nghikukuka Shafomuna	NAD 4 262.88	8	Only one who qualifies
10	7459	161	(4/5)	Mandjolo	Julia		13	
10	7459	162	(5/5)	Simbashike	Twihaleni		2	
10	7459	7459	(2/5)	Haikonda	Hendrina Kashipuka	NAD 3 600.00	4	Only one who qualifies
11	7461	171	(1/5)	Shingulo	Ndafewa		9	
11	7461	172	(2/5)	Kahongaifa	Lucas			
11	7461	173	(2/5)	Kahongaifa	Komwele		13	
11	7461	174	(2/5)	Shinguto	Immanuel Tweufiilwa		13	
11	7461	175	(3/5)	Jose	Amelia		9	
11	7461	176	(3/5)	Joseph	Sam Meduletu		8	
11	7461	7461	(3/5)	Ndipulalye	Josua	NAD 7531.50	8	Only one who qualifies
12	7827	1126	(1/1)		Goyas	NAD 3 800.00	8	
12	7827	1126	(3/6)	Angondji	Aili	812046554	11	
12	7827	1126	(4/6)	Petrus	Thomas Sheetekela Namalambo	812738888	2	
13	7843	1175	(1/3)	Kazombiaze	Jackson	NAD 9 393.50	8	Only one who qualifies
13	7843	1175	(1/1)	Uiras	Fistoline Fisella		10	
13	7843	1175	(2/3)	Kazombiaze	Victor	NAD 2 222.05	8	
14	7850	1146	(1/1)	Amdhila	Isaak		6	
14	7850	1146	(1/1)	Kharigus	Lena Christina		10	
14	7850	1145	(1/3)	IKharuxas	Manuel		5 months	
14	7850	1145	(1/3)	IKharuxas	Manuel		5 months	
14	7850	1145	(2/3)	Kharushab	Reinoldus	NAD 3 535.57	5	Only one with a minimum income
14	7850	1145	(2/3)	Jaarsak	Lenie	NAD 1 560.00	5	
15	7868	1193			Rebekka Sanes	NAD 3 500.00	4	Only one with the highest income
15	7868	1194	(1/2)	Goreses	Desiree Innocent	NAD 3 000.00	3	
15	7868	1194	(2/2)	Gaoab	Andreas Baldwin Campbell	NAD 3 040.67	2	
15	7868	1193	(2/3)	Mbelela	Sam	NAD 3 190.00	9	
15	7868	1193	(3/3)	IGaoseb	Leyvaldiz Dantago Gottley		15	
16	7878	1197	(1/4)		Tjiveze	NAD 3 068.75	7	Second, with the highest years of occupancy
16	7878	1198	(1/1)	Haslund	Dikter Stanley		10	

16	7878	1197	(2/4)	Tjiveze	Mercia	NAD 4 921.13	4	
16	7878	1197	(4/4)	IHoaes	Conselo Katrina	NAD 3 250.00	4	
17	7947	490	(1/2)	Hoaes	Adelheid	NAD 3 400.00	7	
17	7947	490	(2/2)	Ntinda	Petrus	N\$5 750.00	4	
18	7989	125	(1/3)	Van Der Byl	Eise	NAD 4 177.34	8	One occupant only
19	8042	489	(1/2)	Areses	Rosa	NAD 3 149.83	3	Only one with income
19	8042	489	(2/2)	Sifunga	Maria Matumbo		12	
20	8070	580	(1/1)	Awarab	Jesajas	NAD 4 975.10	8	Second, with the highest years of occupancy
20		579	(1/4)	Kapenda	Patricia Lamanguluka	NAD 2 360.00	10	
20		579	(2/4)	Hesekiel	Titus Pendapala		8	
20		579	(3/4)	Sakaria	Ekaku Gebhard	NAD 2 076.00	3	
20		579	(4/4)	Mweshipandeka	Lebeus	NAD 3 538.50	1	
21	8102	610	(1/2)	Guidao-oas	Memory	NAD 3 540.35	9	Only one with income
21		610	(2/2)	Swartbooi	Gerson	N/A	9	
22	8164	1260		Besnoit Uirab	Uirab	NAD 3 136.43	6	Only one with income
22		1261	(1/2)	Uiseb	Gilbert Nico		14	
22		1260	(2/2)	Uiras	Riana		22	
23	8219	1352	(1/1)	Dausas	Anmire	NAD 3 500.00	8	Only one person occupies the erf
24	8255	960	(2/2)	Petrus	Alfeus Ndashipanda	NAD 8 752.23	6	Only one with income
24		960	(1/2)	Amukwaya	Helena Clemencia Mweunula		16	
25	8300	799	(1/2)	Ipinge	Thomas Inamulimbiliwa	NAD 4 683.68	6	Only one with income
25		799	(1/1)	Hailaula	Anny Ndendelao Ndinomukululi		10	
26	8333	722	(2/2)	Manjara	Desmond	NAD 2 675.70		
26	8333	722	(1/2)	Goraseb	Giovanni S. B.	NAD 9 880.00	5	Only one with income
27	8362	942	(1/1)	Shiningenivali	Fennie Tangeni	NAD 4 700.00	4	Only one person occupies the erf

The green represents the qualifying beneficiaries for donation of erven, i.e. longest years of occupation and income of N\$3 000.00. The yellow represents the occupants who have not qualified, due to no income or income below the threshold of N\$3 000.00, even though occupying the erf longer than the other occupants. Also, please see the remarks in the last column.

ALLOCATION CRITERIA

The selection criteria for residents to be considered for donation of erven are the years of occupation by the first occupant as recorded on the registration form, and a minimum income of N\$3,000.00 and above. The first occupant is allowed to have a co-applicant should the income be below N\$3,000.00. It should be noted that the current criteria of the minimum income of N\$3,000.00 will replace the previously set criteria requirement of N\$2,600.00.

However, the new criteria of threshold of N\$3000.00 and above are for middle-income categories, which are in line with the Decentralized Build Together Programme. DRC Proper is always regarded as for ultra-low-income categories, hence the construction of the first 48 Social Houses for residents under the 40/40 Project.

Due to the scarcity of serviced land and housing, the high-income residing in the extensions meant for middle- and low-income households. An effort is made to cover high-income residents through the Closed Bid Sale of land, but the resources are not sufficient to cater to everyone. Therefore, high-income residents are also considered based on the longest years of occupation.

The overspill residents are prioritized before the unauthorized occupants due to the non-existence of their erven as per the new layout.

☛ **EXCEPTIONAL CASE**

An elderly Ms Selma Narubes was allocated Erf 7361 (267) on **18 February 2012**. The changes on the new cadastral layout resulted in Erf 7361, amongst others, being rezoned to an Institutional erf. The problem started when the registered tenants were requested to sign the preliminary agreement to be connected to electricity.

Ms Narubes invited the NBC News Channel to air her dissatisfaction that Council wants to evict her from her erf and that Council is hesitant to connect the erf with electricity. Attached as **Annexure "B"** is the correspondence from the Office of the Mayor enquiring about the issue surrounding the erf of Ms Narubes.

The final decision of this matter was that Ms Narubes be temporarily connected with electricity on Erf 7361, zoned institutional until a single residential erf is donated to her from 30 new erven in Extension 27, Swakopmund, currently being occupied by unauthorized occupants. **Annexure "C"** is the email sent by the co-applicant of Ms Narubes, and **Annexure "D"** are the payslips of the co-applicant Ms Laurencia Gowaseb.

Erf 7450, Extension 27, Swakopmund, is reserved for allocation to Ms Narubes once it is decongested by relocating the unemployed residents.

4. **PROPOSAL**

It is proposed that Council approves the donation of 165 occupants in Extension 27, 29, and 30, Swakopmund (DRC Proper). It is further proposed that residents with high income be considered first, based on the longest years of occupancy.

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

RECOMMENDED:

- (a) **That Council approves the donation of 165 erven in Extension 27, 29, and 30, Swakopmund, to the residents with a threshold, minimum income of N\$3,000.00 and above in terms of longest years of occupation and affordability as follows:**

Tot num	New Erf No	Ext	Old Erf No.	Name	Surname	Id No.	Year of Occupation
1	7242	27	1104	Garcés	Charlotine	72111300039	15
2	7243	27	1105	Ahvakar	Lesley Gwyn	90072350574	12
3	7270	27	1069	Mwatlanga	Tobias	91083501611	13
4	7277	27	1050	Ankonga	Johanna Naniwa	ID 00112000959	16
5	7280	27	1036	Amas	Theoline Dicks	89081700577	10
6	7281	27	1037	Shivku	Rachel	74111900218	28
7	7291	27	95	Nqimantye	Filipus Ndikimostho	69020301934	20
8	7293	27	91	Okanu	Dina	86092900173	9
9	7301	27	292	Ambalovu	Thomas	74082300538	23
10	7308	27	326	Johannes	Festus Weyulu	94013001039	11
11	7313	27	311	Geosis	Faltna Gensade	ID 01052900283	22
12	7314	27	310	Hamuterya	Japhet Hamuterya	80120810477	17
13	7318	27	308	Daniel	Javri	87120400398	14
14	7331	27	676	Aoxanus	Dana Roslin	89070601095	13
15	7334	27	426	Gowases	Mourien	85090400658	23
16	7335	27	470	Wedemge	Norbert Sivanus	ID 02070901025	17
17	7336	27	422	Dau-Nares	Jerolma	91050900901	17
18	7337	27	421	Geisis	Dimonda	93120300469	20
19	7339	27	419	Clay	Kaelyn Rizari	96091700097	18
20	7340	27	273	Narases	Samuelina Christiana	96120500723	7
21	7342	27	388	Somes	Fauline	69082700778	12
22	7347	27	415	Mukute	Lorle Ndehitesela	98080100195	19
23	7352	27	280	Shitonono	Ivy Ndilineselele Nakalala	74091100570	7 months
24	7353	27	279	Aoxanub	Aosalom Daniels	89040900809	14
25	7356	27	274	Khoseses	Cendia Lichen	94041900468	11
26	7357	27	NEW	Hausona	Willibard	76092200376	17
27	7366	27	254	Napobeb	Sedekias	76100910136	23
28	7374	27	240	Aziungela	Sakros	79031710059	15
29	7377	27	237	Ochs	Romantia L.K	33120200173	16
30	7378	27	236	Namases	Katrina Priscilla	72071400461	20
31	7382	27	228	Hamuterya	Johanna Kandambo	91062400399	16
32	7383	27	225	Ngenokesho	Moses	91050801113	6
33	7389	27	285	Awaras	Jeanette Elnetha	89010800709	19
34	7392	27	283	Kristian	Ndiligumye	94031900767	10
35	7396	27	407	Gunas	Jennifer Jenny	94012000748	19
36	7402	27	190	Kalola	Asteria N	ID 01050100077	23
37	7409	27	203	Claasen	Mureen Sandra	85041010595	13
38	7415	27	215	Namises	Modalisa Magres	89072700422	18
39	7420	27	220	Pienaar	Lindna	87071401257	13
40	7426	27	208	Hautfiko	Muses	94070200297	3
41	7427	27	205	Kaumahwa	Edward Karime	83022410510	10
42	7432	27	196	Tsuseb	Arnold Silverster	76013100276	24
43	7434	27	192	Hitamuka	Josef Hangula	87070300808	18
44	7435	27	189	Tjiposa	Richard	80020210038	9
45	7438	27	184	Awala	Alina Ndanyengwa	76082200276	10
46	7442	27	NEW	Simeon	Lukas	87042610452	12

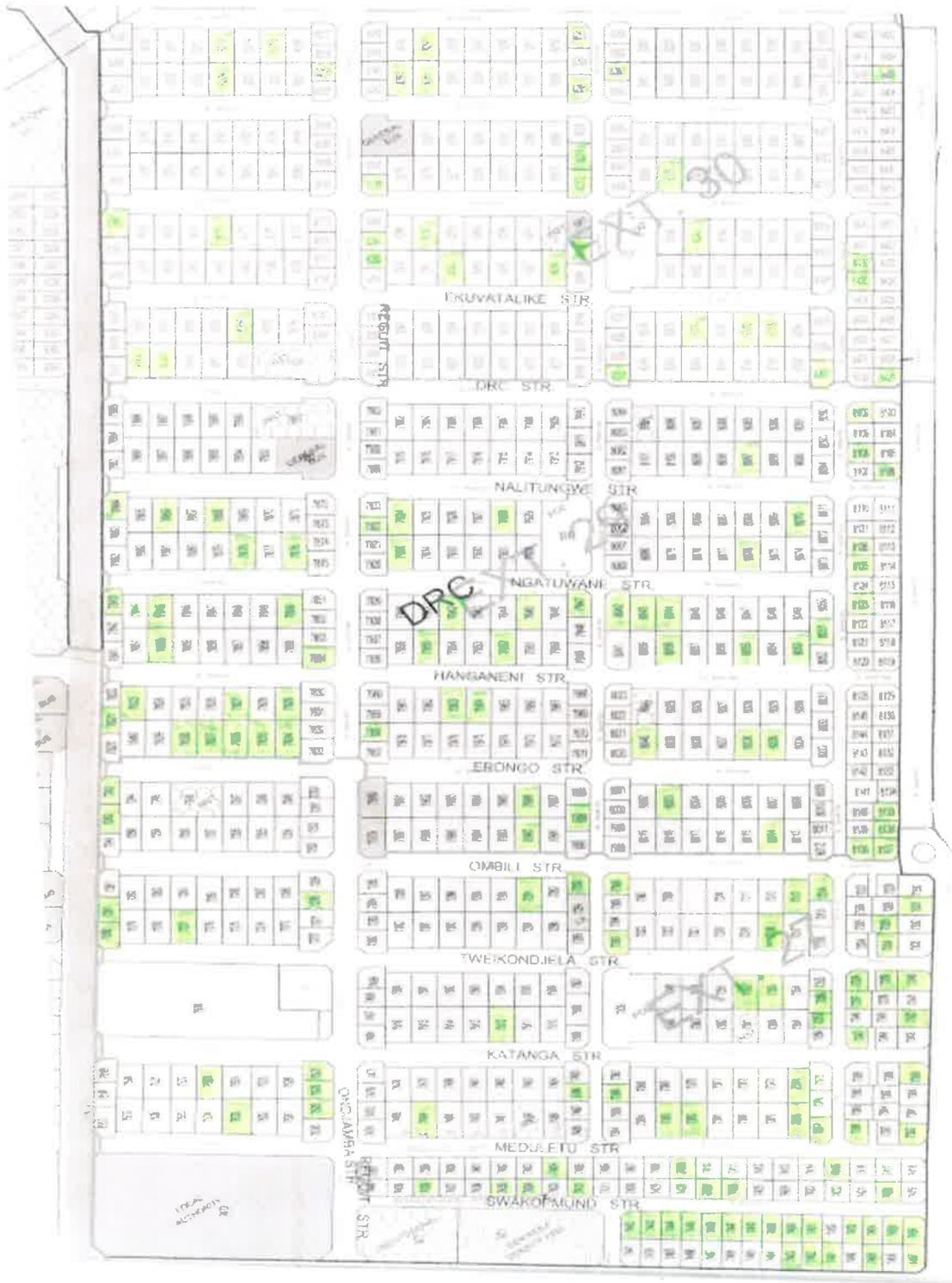
47	7443	27	NEW	Paavo	Lisias Pombeli	ID D0040100758	7
48	7444	27	NEW	Abisa	Simeon Angula	90121500926	10
49	7445	27	NEW	Stipangeni	Michael Fudelo	89021100371	14
50	7446	27	NEW	Thomas	Johanna Joice	96122901032	14
51	7447	27	NEW	Eta	Chrismus	82080110597	14
52	7448	27	NEW	Kambali	Anna	74122900441	5
53	7449	27	NEW	Ngeshea	Hafeleni Omwene	83071410301	13
54	7450	27	NEW	Selma	Narubes	47070200137	18
55	7451	27	NEW	Shimuririgeni	Lukas Ndipulalye	76092000652	14
56	7453	27	NEW	Nghifewa	Lazarus Naito	92032701413	10
57	7454	27	NEW	Petrus	Fillemon	69032900730	14
58	7455	27	NEW	Hamukwaya	Sadrah Nghikukuka Shafokuna	90092700896	8
59	7456	27	NEW	Kamulumbu	Ananias	93031300123	11
60	7457	27	NEW	Kahudi	Leena Hain	72122110147	13
61	7459	27	NEW	Hakonda	Hendrina Kashipuko	96122300543	4
62	7461	27	NEW	Ndipulalye	Josua	76040610301	8
63	7462	27	NEW	Andowa	Titus	80020410247	13
64	7463	27	NEW	Hitila	Nestor Puleingo	90020202296	13
65	7466	27	19	Neteke	Saltiel	67021300034	19
66	7494	27	5	Maipingo	Erastus	68120200764	15
67	7512	27	48	Shaduka	Joseph Shipwitinenei	83080510585	19
68	7523	27	1027	Shimi	Timoteus	88010700762	17
69	7527	27	1035	Shimwefeni	Paulus Shimwefeni	77072410187	23
70	7528	27	1034	Maiundu	Willemson	51010100173	23
71	7529	27	1002	David	Lonia	84050511983	10
72	7533	27	1008	Paulus	Mama	74050501799	16
73	7821	29	1107	Tara U Kowe	Josefina Ruth	79032810138	23
74	7823	29	1109	Namaseb	Samuel Conrad	72051700540	24
75	7827	29	1125	Goias	Christofne	88042600959	6
76	7829	29	1133	Geingos	Sarah	80012510319	16
77	7834	29	1136	Felix Peter Shintango	Ndumba	79012110297	15
78	7835	29	1129	Sumpu	Petrus Ihemba	95100800909	23
79	7836	29	1128	Meriam N	Gabriel	48080801045	18
80	7837	29	1121	Elias	Salom Nalifmane	90031000479	11
81	7838	29	1120	Nendongo	Hesloel Ndalemwewe	98120900022	25
82	7843	29	1175	Kazombaze	Jackson	91052500943	8
83	7845	29	1168	Kamenka	Elasta	75051710212	14
84	7850	29	1145	Renoldus	Kharuchab	89040500325	5
85	7854	29	1141	Josef Kondja	Jonas	99078800039	15
86	7860	29	1165	Esley Inwano	Awaseb	90091300126	13
87	7864	29	1178	Hayimbiri	Mukanda	91020201339	12
88	7866	29	1186	Joseph	Shambo	77042510027	15
89	7868	29	1194	Mbelele	Sam	84080610491	9
90	7876	29	1206	Hoes	Susana	67080400554	19
91	7878	29	1198	Tjivze	Patricia	93041501414	7
92	7922	29	558	Kashona	Dapewa Theresia	82092210327	18
93	7924	29	556	Nguvulu	Zuse	70050500902	24
94	7928	29	548	Mathias	Alina	94013000804	25
95	7935	29	528	Mathius	Hamadila	83072810516	19
96	7942	29	524	Ndomla	Sekaria	75030510087	15
97	7945	29	497	Katonua	Silvia	85101010162	24
98	7947	29	490	Hoes	Adelheid	57071801126	7
99	7952	29	501	Lazzy	Rauhe Tswanikurwe	95060100917	12
100	7955	29	512	Paulus	Wilbard Taamba	85121010419	14
101	7958	29	144	Shiwela	Justina Indileni	72110410310	19

102	7963	29	171	Uri Khos	Imelda Victoria Elaine	88110400736	15
103	7964	29	170	Amunyele	Jai Tzobeni	78090410200	24
104	7986	29	130	Kamat	Reinhold R.	70120300281	24
105	7989	29	135	Van Der Byl	Eise	77072710493	8
106	7992	29	120	Hanuswaya	Absalom	76091210742	17
107	8003	29	358	Xoagus	Indiran Razel	93123300850	11
108	8014	29	339	Subeb	Nicky Mubasen	83020510333	17
109	8035	29	375	Elyedy Elyelia	Loncer	83102510687	17
110	8036	29	374	/Awaseb	Chrisley Westley	97051700901	18
111	8040	29	366	Gaeb	Gerson Ulrich	83090510308	15
112	8042	29	489	Areses	Rosa	94050200422	3
113	8043	29	482	Rafael	Pinas	48050800180	25
114	8044	29	481	Libertine	Nahus	82092710850	14
115	8051	29	456	Shako Roide	Tisole	81062510321	14
116	8053	29	461	Friedriga	Kandjabanga	76060600328	24
117	8055	29	469	Karembera	Mana Nehopo	85101210196	10
118	8058	29	478	Sakana	Simon	72090800720	22
119	8070	29	579	Awarab	Jesajas	72052910115	8
120	8076	29	571	Kangeama	Asnath Ngurimuye	98012000626	20
121	8097	29	641	Hemumokola	Simon	81052610102	10
122	8102	29	610	Guidao-gas	Memory	90102801258	9
123	8106	29	603	Nawases	Daphine Virginia @Khtan	90100500730	11
124	8108	29	605	Somaeb	Steven Douglas	92031200062	11
125	8123	29	453	Shitemo	Agrippina Mashora	76081210138	25
126	8125	29	602	Johannes	David Pendapala	72092700650	16
127	8126	29	601	Kashinda	Frida	87062200700	5
128	8135	29	436	Gam-gaebeb	Silvester	94010600772	13
129	8136	29	433	Ndemuweda	Lasarus Letukwala	79080710113	22
130	8137	29	434	Marungu	Bonifasius	81030310955	16
131	8138	29	431	Kakupe	Edward Viwangu	96073100485	15
132	8154	30	1273	Paulus	Kristof Tugaluken	82072410304	20
133	8163	30	1258	Mbowela	Nehemia Ndeyapo	81041310250	13
134	8164	30	1261	Uirab	Besnoit	91102600164	6
135	8167	30	1299	Swambo	Johannes Mbamb	72030301116	23
136	8171	30	1307	Haihambo	Linius	86032601277	23
137	8213	30	1360	Amunyele	Tuuliki Ndamonoghenda	82041710861	13
138	8215	30	1356	Eicheb	Lodewyk	98010700916	22
139	8219	30	1352	Dauzes	Anmire	89050500617	8
140	8224	30	1359	Itula	Oskar Shifolani	82123110752	11
141	8247	30	983	Shanyangana	Phillipus	72050501552	16
142	8253	30	962	Madhiya	Naeman	76052310146	15
143	8255	30	960	Petrus	Alfeus Ndeshipanda	85050810377	6
144	8261	30	974	Paulus Kapitanga		81041310625	16
145	8262	30	975	Muhkila	Evelina Moses	82073110576	15
146	8271	30	883	Joseph	Chhinga Andreas	89010102386	16
147	8272	30	882	Nekanda	Nango V	10 02041400471	20
148	8280	30	900	Protasius	Carlos	73111910105	11
149	8283	30	805	Simon	Simeon	67083100411	13
150	8284	30	808	Iiyembo	Mateus	79112710083	17
151	8287	30	811	Aindongo	Ludwig Arneya	78053110077	11
152	8294	30	789	Kanyanga	Alfeus Chinkanda	96113000532	14
153	8296	30	791	Toivo	Shatpamba	75063000509	18
154	8300	30	799	Ipinge	Thomas Inamulimbilwa	85100411147	6
155	8324	30	709	Lyakwata	Thomas Tangeni	89070200643	16
156	8330	30	717	Nghilifiwa	Jason	82081110180	25
157	8333	30	722	Giovanni S. B.	Goraseb	95082900487	5
158	8337	30	691	Deonius Makewe	Kashati	89081800687	16
159	8347	30	830	Munyateka	Petrus	78050210243	16
160	8379	30	861	Shatona	Nikodemus	79080810436	17
161	8382	30	942	Shirungenivali	Fannie Tangeni	83092110420	4
162	8405	30	918	Kativa	Feblonia Malico	91050800656	16
163	8429	30	683	Mateus	Ndeutapo Popyeniwarua	91013000803	10
164	8435	30	764	Mateus	Othiliee	81072810530	10
165	8436	30	763	Haindongo	Paulus Kauliweni	89070400790	10

- (b) That Erf 7450, Extension 27, Swakopmund, be donated to Ms Selma Narubes.
- (c) That Ms Selma Narubes be informed that Erf 7450, Extension 27, Swakopmund is donated to her, but she can occupy the erf after relocating the occupants currently occupying the erf.
- (d) That the proposed donation of the 165 erven to the occupants based on who resides the longest on the erf and affordability be dealt with in terms of section 63 of the Local Authorities Act 23 of 1992, as amended.

- (e) **That a ministerial consent be obtained for the donation of erven.**
 - (f) **The following standard conditions are to be approved:**
 - (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.***
 - (ii) ***That the Donee 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 Donee 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.***
 - (iv) ***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.***
 - (g) **That a deeds search be conducted to verify that all residents selected for the donation of 165 single residential erven are indeed first-time property owners.**
 - (h) **That all qualifying Donees be informed to pay an administrative fee of N\$1 000.00.**
 - (i) **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 27, 29, and 30, Swakopmund.**
 - (j) **That the 10-year period in respect of the restriction of sale of improved erven commences from date of transfer of the property.**
 - (k) **That should the Donees wish to sell their erven after the expiry of 10 years, and the erven are un-improved, the erven will first be offered to Council at the original cost of service.**
 - (l) **That Donees who construct houses and receive completion certificates 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.**
 - (m) **That the Donees be informed that they will not qualify for the low-cost housing scheme again if they sell the erven.**
 - (n) **That no temporary structures may be constructed on the erven.**
 - (o) **That it be noted that a submission be tabled to Council to consider the donation of the remaining Single Residential erven to occupants residing on the erven during the fourth phase.**
 - (p) **That the occupants whose income are below N\$3 000.00 be relocated to the New Reception area at the Northern Wedge once the site is ready for occupation.**
-

ANNEXURE "A"



Tot num	New Erf No	Ext	Old Erf No.	Name	Surname	Id No.	Year of Occupation
1	7242	27	1104	Gartjes	Charlotte	72111300039	15
2	7243	27	1105	Alikamap	Kesley Glenn	90072300574	12
3	7270	27	1069	Mwablanga	Tobias	91082501611	13
4	7277	27	1050	Ankongu	Johanna Nardiwe	ID 00112000959	16
5	7280	27	1046	Amas	Thelma Detsa	89081700577	12
6	7281	27	1037	Shivoku	Rachel	76111900218	28
7	7291	27	95	Nginaniwe	Filipus Ndalmoshina	69020301934	20
8	7293	27	91	Okurus	Dina	86092900173	9
9	7301	27	292	Amalosu	Tommas	74082300538	23
10	7306	27	326	Johannes	Festus Weyula	94013001039	11
11	7313	27	311	Geeses	Talita Genade	ID 01052900283	22
12	7314	27	310	Hamutenya	Japhet Hamutenya	80120610477	12
13	7318	27	304	Daniel	Dawit	87120400398	14
14	7331	27	676	Aovamus	Olone Roslin	89070621095	13
15	7334	27	426	Gowases	Mounen	85090410658	23
16	7335	27	425	Wederinge	Norbert Silvanus	ID 02070901025	17
17	7336	27	422	Dau Nares	Jernine	91050900901	17
18	7337	27	421	Geeses	Dismonda	93120300489	20
19	7339	27	419	Clay	Ruani Ruari	96091700097	18
20	7340	27	273	Harases	Sammuelina Christina	96120500723	7
21	7342	27	388	Somases	Pauline	69082700778	12
22	7347	27	415	Mokete	Loide Ndeshiteelala	98080100195	19
23	7352	27	280	Shitonono	Ivy Ndelinekele	74091100570	7 months
24	7353	27	279	Aokamub	Absalom Daniels	89040900809	14
25	7356	27	274	Khoeses	Cendia Lichen	94041900468	11
26	7357	27	NEW	Haushona	Willibard	76092200376	17
27	7366	27	254	Naoibeb	Sedekias	76100910136	23
28	7374	27	240	Amunyela	Sakrus	79031710059	15
29	7377	27	237	Ochs	Romantha L.K	93120200123	16
30	7378	27	236	Namases	Katrina Priscilla	72071400461	20
31	7382	27	228	Hamutenya	Johanna Kadambo	91062400399	16
32	7383	27	225	Ngenokesho	Moses	91050801113	6
33	7389	27	386	Awaras	Jeanette Elietha	89010800709	19
34	7392	27	383	Kristian	Ndilupunye	94031900767	10
35	7396	27	407	Guritas	Jennifer Jenny	94012000748	19
36	7402	27	190	Kalola	Astena N	ID 01050100077	23
37	7409	27	203	Classen	Moreen Sandra	85041010595	13
38	7415	27	215	Namises	Modalisa Magret	89072700422	18
39	7420	27	220	Pensaar	Lindina	87071401257	13
40	7426	27	208	Hauliku	Moses	94070200797	3
41	7427	27	205	Kaumanwa	Edward Samme	83022410530	10
42	7432	27	196	Tsuteb	Arnold Silvester	96013100276	24
43	7434	27	192	Hitamoka	Josef Hangula	87070300808	18
44	7435	27	189	Tiposa	Richard	80020710038	9
45	7438	27	184	Awala	Aina Ndanyengwa	76082200276	10
46	7447	27	NEW	Simeon	Lukas	87242610452	12

						ID	
47	7443	27	NEW	Paavo	Listas Pombili	00040100758	7
48	7444	27	NEW	Abrisa	Simeon Angula	90121500926	10
49	7445	27	NEW	Shipangeni	Michael Fudeipo	89021100371	14
50	7446	27	NEW	Thomas	Johanne Joice	96122901032	14
51	7447	27	NEW	Eita	Oriesmus	83080110597	14
52	7448	27	NEW	Kambalili	Anna	74122900441	5
53	7449	27	NEW	Ngeshea	Hafeleri Omwene	63071410301	13
54	7450	27	NEW	Seima	Narubes	47070200137	18
55	7451	27	NEW	Shimuningeni	Lukas Ndipulaye	76092000652	14
56	7453	27	NEW	Nghifewa	Lazarus Naido	92032701413	10
57	7454	27	NEW	Petrus	Fillemon	69032900730	14
58	7455	27	NEW	Hamukwaya	Sadrah Nghikukuka Shafoakuna	90092700896	8
59	7456	27	NEW	Kamulumbu	Ananias	93031300123	11
60	7457	27	NEW	Kahuadi	Leena Haiti	72122110147	13
61	7459	27	NEW	Hakonda	Hendrina Kashipuko	96122300543	4
62	7461	27	NEW	Ndipulaye	Josua	76040610301	8
63	7462	27	NEW	Andowa	Titus	80020410247	13
64	7463	27	NEW	Hicila	Nestor Puleinge	90020202296	13
65	7486	27	19	Nefeke	Saltiel	67021300034	19
66	7494	27	5	Haipinge	Eristus	68120200764	15
67	7512	27	48	Sheduka	Joseph Shapwikuneni	83080510585	19
68	7523	27	1027	Shimi	Timoteus	88010700762	17
69	7527	27	1035	Shimwefeni	Faulus Shimwefeni	77072410187	23
70	7528	27	1034	Matundu	Willernsom	51010100173	23
71	7529	27	1002	David	Lonia	84050511983	10
72	7533	27	1008	Paulus	Manu	74050501799	16
73	7821	29	1107	Tara U Kowe	Josafina Ruth	79032810138	23
74	7823	29	1109	Namaseb	Samuel Conrad	72051700540	24
75	7827	29	1125	Goras	Christofine	88042800959	8
76	7829	29	1133	Geingos	Sarah	80012510319	16
77	7834	29	1136	Felix Peter Shintango	Ndumba	79012110297	15
78	7835	29	1129	Sumpu	Petrus Ihemba	95100800909	23
79	7836	29	1128	Meriam N	Gabriel	48080801045	18
80	7837	29	1121	Elias	Salom Nalifimane	90031000479	11
81	7838	29	1120	Nendongo	Heskiel Ndalimweve	98120900022	25
82	7843	29	1175	Kazombiase	Jackson	91052500943	8
83	7845	29	1168	Kamenika	Elasta	75051710212	14
84	7850	29	1145	Renoldtus	Kharuchab	89040500325	5
85	7854	29	1141	Josef Kondje	Jonas	99070800039	15
86	7860	29	1165	Esiy Irwanas	Awaseb	90091300126	13
87	7864	29	1178	Hayimbiri	Mukande	91020201339	12
88	7866	29	1186	Joseph	Shambo	77042510027	15
89	7868	29	1194	Mbelele	Sem	84080610491	9
90	7876	29	1206	Hoes	Susane	67080400554	19
91	7878	29	1198	Tilveze	Patricia	93041501414	7
92	7922	29	558	Kashona	Depeza Theresia	82092210327	18
93	7924	29	556	Nguvulu	Zuze	70050500902	24
94	7928	29	548	Mathias	Aina	94013000804	25
95	7935	29	528	Matheus	Hamadila	83072810516	19
96	7942	29	524	Ndemba	Sakaria	75030510087	15
97	7945	29	497	Katonua	Silvia	85101010162	24
98	7947	29	490	Hoes	Adelheid	57071801126	7
99	7952	29	501	Lezy	Rauha Twaanikumwe	95060100917	12
100	7955	29	512	Paulus	Wilbard Taamba	85121010419	14
101	7958	29	144	Shiuka	Justina Indleni	72110410310	19

102	7963	29	171	Uri Khos	Wendela Victoria Elaine	88110400736	15
103	7964	29	176	Amunyele	Isai Tsvoloni	78090410200	24
104	7986	29	130	Kamati	Reinhold R.	70120300281	24
105	7989	29	125	Van Der Byl	Eise	77072710493	8
106	7992	29	120	Hamukwaya	Absalom	76091210742	17
107	8003	29	358	Xoagus	Indirah Razel	93122300850	11
108	8014	29	339	Subeb	Nicky Mubasen	83020510333	17
109	8035	29	375	Elyedy Elyelle	Longer	83102510687	17
110	8036	29	374	/Awaseb	Chrisley Wesley	97051700901	18
111	8040	29	366	Gaeb	Gerson Ulrich	83090510308	15
112	8042	29	489	Areses	Rosa	94050200422	3
113	8043	29	482	Rafaal	Pinas	48050800180	25
114	8044	29	481	Libertine	Nanus	82092710850	14
115	8051	29	456	Sihako Roide	Tjaco	81062510321	14
116	8053	29	461	Friedriga	Kandjabanga	76060600328	24
117	8055	29	469	Karembera	Maria Nehema	85101210196	10
118	8058	29	478	Sakana	Simon	72090800720	22
119	8070	29	579	Awarab	Jesajas	72052910115	8
120	8076	29	571	Kangeama	Asneth Ngurimuye	98012900626	20
121	8097	29	641	Hamumokola	Simon	81052610102	10
122	8102	29	610	Guidao-oes	Memory	90102801258	9
123	8106	29	603	Newases	Daphine Virginia #Khran	90100500730	11
124	8108	29	605	Somaeb	Steven Douglas	92031200062	11
125	8123	29	453	Shitemo	Agrippina Mashora	76081210138	25
126	8125	29	602	Johannes	David Pendapsa	72092700650	16
127	8126	29	601	Kashinda	Frida	87062200700	5
128	8135	29	436	Gam-gaeb	Silvester	94010600772	13
129	8136	29	433	Ndemuwada	Lasarus Letukwafa	79080710113	22
130	8137	29	434	Marungu	Bonifasius	81030310955	16
131	8138	29	431	Kakupa	Edward Wwangu	96073100485	15
132	8154	30	1273	Paulus	Kristof Tugaluken	82072410304	20
133	8163	30	1258	Mbwelala	Nehemia Ndeyapo	81041310250	13
134	8164	30	1261	Uirab	Besnoit	91102600164	6
135	8167	30	1299	Swambo	Johannes Mbambi	72030301116	23
136	8171	30	1307	Haihambo	Linus	86032601277	23
137	8213	30	1360	Amunyele	Tuuliki Ndamononghenda	82041710861	13
138	8215	30	1356	Eicheb	Lodewyk	98010700916	22
139	8219	30	1352	Dauas	Anmire	89050500617	8
140	8224	30	1359	Itule	Oskar Shifoloni	82123110752	11
141	8247	30	983	Shanyengena	Phillipus	72050501552	16
142	8253	30	962	Madhiya	Naeman	76052310146	15
143	8255	30	960	Petrus	Alleus Ndeshipanda	85050810377	6
144	8261	30	974	Paulus Kapitanga		81041310625	16
145	8262	30	975	Muhikila	Evelina Moses	82073110576	15
146	8271	30	883	Joseph	Chibinga Andreas	89010102386	16
147	8272	30	882	Nekanda	Nango V	ID 02041400471	20
148	8280	30	900	Protasius	Carlos	73111910105	11
149	8283	30	805	Simon	Simeon	67083100411	13
150	8284	30	808	Iiyambo	Matus	79112710083	17
151	8287	30	811	Aindongo	Ludwig Amaya	78053110077	11
152	8294	30	789	Kenyanga	Ahaus Chinkanda	96113000532	14
153	8296	30	791	Toivo	Shatipamba	75063000509	18
154	8300	30	799	Iipinge	Thomas Inamulimbiliwa	85100411147	6
155	8324	30	709	Lyakweta	Thomas Tangaeni	89070200643	16
156	8330	30	717	Nghilifiwa	Jason	82081110180	25

157	8333	30	722	Giovanni S. B.	Gorasab	95082900487	5
158	8337	30	691	Deonius Makewe	Kashab	89081800687	16
159	8347	30	830	Munyateka	Petrus	78050210243	16
160	8379	30	861	Shatona	Nikodemus	79080810436	17
161	8382	30	942	Shiningenivali	Fennie Tangeni	83092110420	4
162	8405	30	918	Kativa	Feblonia Malico	91050800656	16
163	8429	30	683	Matus	Ndeutapo Popyenivamus	91013000803	10
164	8435	30	764	Matus	Othiliee	81072810530	10
165	8436	30	763	Haindongo	Paulus Kauflweni	89070400790	10

ANNEXURE "B"

Dear Mr Awaseb

Kindly see email below and let me have your response soonest to give feedback to management.

Secondly, kindly advise what is the status on erf 620, DRC in terms of who is currently living there, is the original occupant deceased. Is someone registered on the erf in the mean time?

Regards,

Barbara Ramos Viegas | Corporate Officer: Housing | Corporate Services & Human Capital | +264 64 410 4230

From: Mpsi Haingura <mhaingura@swkmun.com.na>
Sent: Friday, September 1, 2023 3:01 PM
To: Andre Plaatjie <a.plaatjie@swkmun.com.na>
Cc: Barbara Ramos Viegas <bramosviegas@swkmun.com.na>
Subject: RE: ERF 267 Katanga street DRC

Good Afternoon Andre and Barbara

Kindly attend to the request below and provide feedback as soon as possible

Kind Regards

Mpsi Haingura | General Manager: Corporate Services and Human Capital | Corporate Services & Human Capital | +264 64 410 4230

From: Blasius Goraseb <bgoraseb@swkmun.com.na>
Sent: Friday, September 1, 2023 1:05 PM
To: Alfeus Benjamin <abenjamin@swkmun.com.na>
Cc: Mpsi Haingura <mhaingura@swkmun.com.na>
Subject: ERF 267 Katanga street DRC

Dear Mr Haingura

Selma Narubes a 76 year old pensioner occupies ERF 267 Katanga Street since 02 April 2000. Rumors are rife that she faces possible eviction, to the extent that even NBC captured her story and will soon air it on National Television, because apparently she resides on an Industrial plot.

Please confirm the following:

- 1) Whether or not ERF 267 Katanga street is indeed an industrial plot.
- 2) If so, when such plot was zoned as being Industrial and whether or not she has been officially informed of the zoning of such plot.
- 3) If industrial, which other properties in that surrounding area are zoned industrial?

If I could have this information as soon as humanly possible, I would be most appreciative.

Sent from my iPad

Blasius Goraseb | Member of the Management Committee | Council Services

Ordinary Council Meeting – 24 November 2025

From: Charles Awaseb
Sent: Monday, 03 June 2024 09:56
To: Raurovandu Rukoro
Subject: FW: ERF 267 Katanga street DRC

Please find below correspondences regarding the situation of Ms Narubes.

Charles Awaseb | Admin Officer: Informal Settlement | Corporate Services & Human Capital | +264 64 410 4231

From: Charles Awaseb <cawaseb@swkmun.com.na>
Sent: Monday, April 29, 2024 10:28 AM
To: Mpasí Haingura <mhaingura@swkmun.com.na>
Cc: Andre Plaatjie <aplaatjie@swkmun.com.na>; Barbara Ramos Viegas <bramosviegas@swkmun.com.na>
Subject: FW: ERF 267 Katanga street DRC

Dear Mr Haingura

Kindly please see below correspondences. Ms Narubes is not being harassed by any official, neither did we have any communication regarding the erf or relocation since we don't have any relocation site.

Erf 267 (7361) is in fact rezoned to Institutional erf. This matter was dealt with already last year. I don't know why it is being repeated.

Kind Regards

Charles Awaseb | Admin Officer: Informal Settlement | Corporate Services & Human Capital | +264 64 410 4231

From: Charles Awaseb <cawaseb@swkmun.com.na>
Sent: Friday, September 1, 2023 3:38 PM
To: Barbara Ramos Viegas <bramosviegas@swkmun.com.na>
Subject: RE: ERF 267 Katanga street DRC

Dear Barbara

The new layout of DRC Proper makes provision of Institutional erven, Gen Bus erven and Public Open Spaces as per the requirement of the Town Planning Scheme. This means that some erven which were zoned residential as per the old layout are now rezoned.

Erf 267 is currently zoned as an Institutional erf. The elder, Ms S Narubes visited the office twice and through telephonic conversations that she won't be able to sign the preliminary agreement for erf 267 due to the zoning. That she will be given an option to take one erf in Swakopmund Street, at the entrance of DRC after the settlers are registered and relocated. There was no official communication to everyone who's erven were rezoned but they are being offered an opportunity in Ext. 31.

According to the occupation list, Mr Apolus Nampola is the registered tenant since year 2000.

Kind Regards

Charles Awaseb | Admin Officer: Informal Settlement | Corporate Services & Human Capital | +264 64 410 4231

From: Barbara Ramos Viegas <bramosviegas@swkmun.com.na>
Sent: Friday, September 1, 2023 3:08 PM
To: Charles Awaseb <cawaseb@swkmun.com.na>
Subject: FW: ERF 267 Katanga street DRC

Charles Awaseb

From: Laurencia Gowaseb <Laurencia.Gowaseb@mict.gov.na>
Sent: Wednesday, 01 March 2023 15:00
To: Charles Awaseb
Subject: Payslip
Attachments: Payslip LG.pdf

Dear Mr. Charles Awaseb,

Kindly find attached as requested the copies of 3 Months payslips to be attached to Ouma Selma Narubes application for DRC, plot no. 267 Katanga street.

Trust this mail finds you well.

Regards,

Laurencia Gowaseb
 Senior Admin Officer
 General Services - Auxiliary Services Section

Tel: +264612832073 Cell:
 +264811461423
 Office: Ministry of Information
 and Communication Technology
 Independence Avenue,
 Windhoek, Namibia First City
 Center Building
 Windhoek
 Website: www.mict.gov.na



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11.1.44 **MASS HOUSING DEVELOPMENT PROGRAMME: APPLICATION BY MR. VICTOR ADAM PETRUS TO WAIVE THE PRE-EMPTIVE RIGHT OVER ERF 7640, SWAKOPMUND, EXTENSION 28**

(C/M 2025/11/24 - E 7640)

Special Management Committee Meeting of 24 November 2025, Addendum **5.2** page **26** refers.

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

1. **PURPOSE**

The purpose of this submission is to obtain Council approval to allow Mr Victor Abraham Petrus to sell Erf 7640, Extension 28, Swakopmund, measured 313 m² to a third party. Attached as **Annexure "A"** is a locality plan.

2. **INTRODUCTION**

This submission requests Council's consideration to waive the pre-emptive right over Erf 7640, Extension 28, Swakopmund.

As required by Clause 2.3.1 of the tripartite agreement and referred to as Clause 2 in the Deed of Transfer No. 1356/2021 (**Annexure "B"**), Mr. Victor Abraham Petrus formally offered to sell Erf 7640, Extension 28, Swakopmund back to Council at a purchase price of N\$660,000.00 (**Annexure "C"**).

Given that Council is unable to purchase the property, Mr. Petrus is now seeking permission to proceed with the sale to a third party. Mr Petrus' decision to sell is driven by significant financial hardship caused by maintaining two houses as he was transferred to Gobabis during 2018 by the Ministry of Safety & Security. These circumstances have made it financially unsustainable for them to retain the property.

3. **BACKGROUND**

On **26 February 2019**, Erf 7640, Extension 28, Swakopmund was allocated to Victor Abraham Petrus.

Mr Victor Abraham Petrus first requested a waiver of the pre-emptive right in a letter dated **27 August 2025 (Annexure "D")**. They were subsequently advised that, as per Clause 2.3.1 of their agreement, the property must first be formally offered to Council and NHE. In compliance with this requirement, they submitted a second letter dated **02 September 2025 (Annexure "C")**, offering the property to Council.

Since Council is unable to purchase the property, Mr Victor Abraham Petrus is now requesting permission to sell to a third party.

4. **CURRENT SITUATION**

Based on the letter dated **27 August 2025 (Annexure "D")**, Mr Victor Abraham Petrus's reason for selling the property is his relocation to the Gobabis Correctional Facility in 2018. He cites the significant financial hardship of maintaining two households. The substantial increase in rental

prices in Gobabis has made it difficult for him to afford a suitable home for his family while simultaneously maintaining the property in Swakopmund.

Further, Council is requested to take note that Mr. Petrus has arrears of **N\$11,500.29** on his municipal services account, as well as an outstanding housing bond of **N\$415,553.65** at NHE, which is in arrears by **N\$6,196.11**. Supporting documents are not annexed in order to maintain confidentiality; nonetheless are available on file for internal reference.

5. **PRE-EMPTIVE RIGHT**

Tripartite Agreement clause 2.3.1 stipulates that unless Council has, in consultation with NHE, consented to such transfer in writing, and the property was offered in writing for sale to Council, who has, in consultation with NHE, rejected the offer in writing, the transfer cannot proceed.

2.3.1 "The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share therein, any portion thereof or any sectional title unit or right to erect such unit thereon, for a period of 10 (ten) years as from the date of registration of transfer of the Property into the name of the Beneficiary pursuant to this agreement, unless the Council has in consultation with the NHE consented to such transfer in writing and the Property was offered in writing for the sale to the Council, who has in consultation with the NHE rejected the offer in writing..."

Therefore, the purchaser is not permitted to sell the property to a third party before the 10-year pre-emptive period expires, unless the property is first offered back to Council and Council has formally declined the offer in writing.

Mr Victor Abraham Petrus is aware of the pre-emptive right clause in the tripartite agreement, which makes it difficult to sell the property. Due to his current financial situation, he is requesting that Council allow the sale of Erf 7640, Extension 28, Swakopmund to a third party to ease his financial situation. Mr. Victor Abraham Petrus has submitted a third party, Ms. Rosalia Magano Immanuel. Her identification document will not be attached as an annexure, as Council meetings are open to the public; however, it will be retained on file.

6. **PREVIOUS RESOLUTIONS FOR SIMILAR CASE**

On **28 August 2025** Council resolved as follows:

- (a) *"That Council repeals the resolution taken on 27 February 2025 under item 11.1.25.*
- (b) *That Council declines to purchase the property on Erf 7604, Extension 28, Swakopmund as offered by Ms Ester Magano Kamulilo to Council and permit her to sell the property.*
- (c) *That all future waivers be handled accordingly."*

On **29 April 2025**, under item 11.1.25: **Application by Ms L Mweshindange for Waiver of the Pre-Emptive Right Over Erf 2077, Matutura, Extension 10** was resolved as follows:

- (a) *“That Council approves the application of Ms Loide N Mwashindange by waiving the 10-year restriction over Erf 2077, Matutura, Extension 10 to sell the said erf to Ms Elina N Titus.*
- (b) *.....*
- (c) *That Ministerial consent be obtained to allow Ms Mwashindange to sell Erf 2077, Matutura, Extension 10, to the third party, Ms Titus.*
- (d) *That Ms Mwashindange be informed that she no longer qualifies for allocation of an erf under the low-cost housing projects, as she is no longer a first-time property owner.”*

7. **DISCUSSION**

On **02 September 2025**, Mr. Victor Adam Petrus submitted a letter (**Annexure “C”**) offering to sell the property back to Council. This action is in accordance with Clause 2.3.1 of the tripartite agreement, which permits Council to appoint an independent valuator to determine the property's market value.

A subsequent valuation report submitted by Mr. Petrus from the National Housing Enterprise (**Annexure “E”**) values Erf 7640, Swakopmund, Extension 28, at N\$688,689.37. Council currently does not have the necessary budget provision for the acquisition of property. However, Council should be cognisant of the 22,000 individuals on the Master Waiting List hoping to receive their own land or housing.

As Clause 2.3.1 of the tripartite agreement stipulates that if Council or NHE does not wish to purchase the property, the sale to a third party should be permitted. NHE has already signed their consent to waive the pre-emptive right (**Annexure “F”**).

Thus, it is of utmost importance that Council waives the pre-emptive right on condition that the third party meets the previously approved criteria and further that the appointed attorneys be requested to draft a tripartite agreement. For Council to transfer the remainder of the 10-year pre-emptive right (as outlined in Clause 2.3.1) to the third party, such right to commence on the date of registration of the property in the name of the third party.

That the property is subject to a 10-year pre-emptive right in favour of Council, calculated from the original date of registration in the Deeds Office, **16 March 2021**, and expiring on **16 March 2031**. Therefore, where the property is sold prior to the expiry of the pre-emptive period, the remainder of the pre-emptive right shall automatically be transferred to the purchaser.

As the intended sale is in 2025, the third-party purchaser shall assume the remaining 6 years (2025-2031) of the pre-emptive period. Therefore, the amended pre-emptive conditions be registered against the title deed as follows:

2.3.1 *“The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share therein, any portion thereof or any sectional title unit or right to erect such unit thereon, for a period of 6 (six) years as from the date of registration of transfer of the Property into the name of the Buyer pursuant to this agreement, unless*

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

Transferring the pre-emptive right clause to a third-party buyer is crucial for protecting the integrity of low-cost housing programmes. Without this measure, the programme could be undermined by speculation, as new owners might immediately resell the properties for a profit.

The clause ensures that Council and National Housing Enterprise (NHE) maintain control by giving them the first option to repurchase the property if it is sold prior to the lapse of the ten-year period. This prevents the flipping of homes and keeps them available for applicants on the Master Waiting List. Ultimately, extending this condition to the new owner ensures that the property continues to serve its intended purpose of providing affordable housing and prevents the misuse of public resources.

Ms. Rosalia Magano Immanuel, the proposed third party for the sale of Erf 7640, Extension 28, Swakopmund, by Mr. Victor Adam Petrus and represented by Messrs Dr. Weder, Kauta & Hoveka, does not fully comply with the requirement of being listed on the Master Waiting List and is currently not residing in Swakopmund.

The Third-Party Criteria	Do They Comply
1. <i>He or she must be on the Master Waiting List</i>	No
2. <i>Must reside in Swakopmund</i>	No
3. <i>Must be a first-time homeowner</i>	Yes
4. <i>Must earn at least N\$6,000.00 or more</i>	Yes

However, as indicated in (**Annexure "G"**), the Ohangwena Regional Council, Directorate of Education, Innovation, Youth, Sports, Arts and Culture, has approved for Ms. R.M. Immanuel's transfer from Haihambo Combined School to the Directorate of Education in Swakopmund, Erongo Region, effective 1 February 2026.

In view of the above, it is recommended that Council approve the sale of Erf 7640, Extension 28, Swakopmund, to Ms. R.M. Immanuel, as she will soon become a resident of Swakopmund and is expected to serve in the region for an estimated 27 years until retirement. Although Ms. Immanuel has not previously applied for low-cost housing, Council should take into consideration the prolonged process involved in identifying eligible beneficiaries from the Master Waiting List, which may further exacerbate the financial situation of Mr. Victor Adam.

8. **PROPOSAL**

It is proposed that the Council decline the offer from Mr. Victor Adam Petrus to purchase Erf 7640, Extension 28, Swakopmund, and instead permit him to sell the property on the open market to a third party who meets the above criteria.

Furthermore, it is proposed that Council approves the current third-party buyer for the property, considering her imminent transfer to Swakopmund and future residency status, as well as the need to alleviate the financial strain faced by the current owner, Mr. Victor Adam.

It is proposed that in the future Council should address the issue of attorneys processing the sale of low-cost houses to third parties despite the pre-emptive right held over these properties. This practice should no longer be tolerated. Instead, priority for these properties should be given to individuals and residents on the Master Waiting List, as previously committed to by Council.

It is also proposed that Clause 2.3.1 of the tripartite agreement be transferred to the new owner. The remainder of the ten-year period specified in the clause should begin on the date the property is registered in the third party's name.

Without this clause, a third-party buyer could immediately resell the property for a significant profit, undermining the programmes purpose and turning it into a speculative investment rather than a solution for housing scarcity.

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

- (a) **That Council takes note of the application by Mr. Victor Adam Petrus to sell Erf 7640, Swakopmund, Extension 28, measuring 313 m² to a third party who meets the set criteria.**
- (b) **That Council declines to purchase the property on Erf 7640, Swakopmund, Extension 28, as offered by Mr. Victor Adam Petrus to Council and permit him to sell the property to a third party who meets the approved criteria.**
- (c) **That Council approves Ms. Rosalia Magano Immanuel to purchase Erf 7640, Swakopmund, Extension 28, considering her imminent transfer to Swakopmund and future residency status, as well as the need to alleviate the financial strain faced by the current owner, Mr. Victor Adam.**
- (d) **That the transferring attorney be informed to draft a tripartite agreement between the Seller, the third party (buyer), and Council.**
- (e) **That a tripartite agreement be served as a mandatory requirement whenever the third parties intend to sell the property.**
- (f) **That Council approves the transfer of the remainder of the 10-year pre-emptive right (as outlined in Clause 2.3.1) to the third party, such right to commence on the date of registration of the property in the name of the third party.**

For example, the property was registered in the name of Mr. Petrus in 2021. The 10-year pre-emptive right therefore runs until 2031. Since he now wishes to sell the property in 2025, the third party will assume the remaining 6 years (2025-2031) of the pre-emptive period from the date of registration.

- (g) That Council approves the condition below of the 6-year pre-emptive right to the third party, that will commence on the date of the property being registered in the name of the third party.

2.3.1 The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property, any share therein, any portion thereof or any sectional title unit or right to erect such unit thereon, for a period of 6 (six) years as from the date of registration of transfer of the Property into the name of the Buyer pursuant to this agreement, unless the Council has consented to such transfer in writing and the Property was offered in writing for the sale to the Council. The Council shall, within 60 (sixty) days of the receipt of the written offer, be entitled to accept the offer to purchase the Property at the price equal to the agreed costs for the construction of the Property herein recorded, plus the reasonable costs which the Beneficiary may have incurred to further permanently improve the Property (excluding the costs of maintenance and upkeep thereof), which costs shall be determined by an independent valuator appointed by the Council, whose determination shall be final and binding on the parties. For the purposes of this clause 2.3.1, "alienation" shall not include the passing of ownership by means of marriage, inheritance, or due to legal processes following divorce, sequestration, or affecting the Beneficiary's legal status or capacity.

- (h) That Mr. Victor Adam Petrus be informed that he does not qualify for further allocation in any of the low-cost housing programmes.
- (i) That this case shall not be used as a precedent, and that Council, in future, address the recurring issue of attorneys facilitating the sale of low-cost housing properties to third parties despite the pre-emptive rights held over such properties.
- (j) That Council should ensure that this practice is discontinued, and that priority for the allocation or purchase of such properties be given to individuals and residents listed on the Master Waiting List, in line with Council's prior resolutions and commitments.
-

ANNEXURE "A"



03 MAY 2021

DEED OF TRANSFER NO. T

T 1356 / 2021

THE MUNICIPAL COUNCIL OF SWAKOPMUND

to

VICTOR ADAM PETRUS

ERF NO 7640 SWAKOPMUND (EXTENSION NO 28)

DR. WEDER, KAUTA & HOVEKA INC.
LEGAL PRACTITIONERS, NOTARIES and CONVEYANCERS
3rd Floor, WKH House, Jan Jonker Road, Ausspannplatz

BG/MAT64779/SW

P.O. Box 964 - Tel: 901-275550 - Fax: 238802
WINDHOEK, Namibia

PREPARED BY ME
[Signature]
CONVEYANCER
GREYVENSTEIN, B



DR WEDER, KAUTA & HOVEKA INC.
Attorneys, Notaries and Conveyancers
P O Box 864
WINDHOEK

1356 / 2021

DEED OF TRANSFER NO.

BE IT HEREBY MADE KNOWN:

THAT HEA DREYER *[Signature]*
appeared before me, Registrar of Deeds at Windhoek, she the said
Appearer, being duly authorised thereto by a Power of Attorney granted to
him / her by

THE MUNICIPAL COUNCIL OF SWAKOPMUND

dated the 8th day of OCTOBER 2020 and signed at SWAKOPMUND

[Handwritten signatures and initials]

2.

AND THE SAID APPEALER DECLARED THAT the said Principal had truly and lawfully donated the undermentioned property on 8TH OCTOBER to VICTOR ADAM PETRUS the said donation having been accepted on the 19TH OCTOBER 2020 .

NOW THEREFORE he /she in his /her capacity aforesaid, did by these presents, cede and transfer, in full and free property to and on behalf of -

VICTOR ADAM PETRUS
Identity Number 810227 1048 6
Unmarried

His Heirs, Executors, Administrators or Assigns

CERTAIN	Erf No. 7640 Swakopmund (Extension No.28)
SITUATE	in the Municipality of Swakopmund Registration Division "G" Erongo Region
MEASURING	313 (Three One Three) Square Meters as will appear from General Plan No. S.G. A 364/2013
AND HELD BY	Certificate of Registered Title No.T. 4684/2017
A. SUBJECT	to the following conditions imposed in terms of the Government Notice No.230/2018 namely:

IN FAVOUR OF THE LOCAL AUTHORITY

1. The erf must only be used or occupied for purposes which are in accordance the provisions of the Swakopmund Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954).
2. The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least two times the prevailing valuation of the erf.

Handwritten initials

B. FURTHER SUBJECT to the following conditions now newly imposed in favour of the Municipal Council of Swakopmund ("The Council") and National Housing Enterprise, established in terms of the National Housing Enterprises Act 5 of 1993 ("NHE"), to wit :

The property, any portion thereof or share therein may not be alienated within a period of 10 (Ten) years from date of first transfer of the property unless:

1. The Council, in consultation with NHE, has consented thereto in writing, and
2. The property was offered for sale to the Council in writing and the Council, in consultation with NHE, has rejected the offer in writing. The Council shall be entitled to accept the offer at a price equal to:
 - 2.1 The costs of construction of the dwelling at the property as charged by NHE to the transferee, and
 - 2.2 The reasonable costs of any additional improvement of the property other than the said construction costs, as determined by an independent valuator appointed by the Council, whose determination shall be final and binding on the parties concerned.

The Council shall accept or reject the offer in writing within 60 (sixty) days of receipt of the offer. "Alienate" shall not be construed as to include an alienation on account of a marriage in community of property, death, divorce, sequestration or any other change in the legal status of the owner of the property, on the understanding that the restraint on alienation shall be binding on the alienee/s and his/their successor-in-title for the remaining period of the restraint."

WHEREFORE the appearer, renouncing all the rights and title which the DONEE hereto before had to the premises did, in consequence also acknowledge the said DONEE to be entirely dispossessed of, and disentitled to the same and that by virtue of these presents, the said DONOR, his Heirs, Executors, Administrators, or Assigns, now is and henceforth shall be entitled thereto conformably to local custom, the State, however reserving its rights; and finally acknowledging that the value of the aforesaid property is NS471 614.00 being the fair value of the property accepted by the Receiver of Revenue, which value has also been accepted for stamp duty purposes.

SIGNED AT WINDHOEK ON 2021-03-16, together with the appearer, and confirmed with my seal of office.



SIGNATURE OF APPEARER



ANNEXURE "C"

Mr. Victor Adam Petrus

P/Bag 5008

Swakopmund

2 September 2025

THE CHIEF EXECUTIVE OFFICER

Swakopmund Municipality

PO Box 53

Swakopmund

Namibia

RE: OFFER IN RESPECT OF SALE OF PROPERTY; ERF NO. 7640 MATUTURA (EXTENSION 28)

I, Mr Victor Adam Petrus, ID No. 81022710486, registered owner of the above mentioned property herewith offer the property for sale to the Municipality of Swakopmund for an amount of N\$560 000.00 (SIX HUNDRED AND SIXTY THOUSAND NAMIBIA DOLLAR)

Kindly confirm in writing if the offer is accepted, alternatively rejected the offer.

If rejected I request your urgent assistance in obtaining the signed documents required by the Attorneys to proceed with the transfer to an alternative Third Party.

Looking forward to your feedback in this regard.

Thank you.



Victor Adam Petrus

Cell: 081 2892984

Email: adamvictor994@gmail.com

ANNEXURE "D"

22-03-07-7640

Erf 7640

Mr. Victor Adam Petrus
P/Bag 5008
Swakopmund

27 August 2025

The Chief Executive Officer
Swakopmund Municipality
P.o.Box 53
Swakopmund
Namibia



Dear Sir/Madam

SUBJECT: SALE PROPERTY ERF; 7640 MATUTURA, NHE MASS HOUSE EXT; 28 SWAKOPMUND.

I Mr. Victor Adam Petrus, ID no: 81022710486, owner of the above mentioned property, have acquired the property in Swakopmund Matutura Mass House NHE in 2019.

This letter serves to inform your good office, that I am requesting approval to sale my house, erf 7640 (Falcon House with (3) three bedroom, situated in Swakopmund Matutura Ext 28, due to the following reason. The property was evaluated and was approved by National Housing Enterprise (NHE).

The reason: I was transferred to Gobabis Correctional Facility, Omaheke Region in 2018. I therefore find it difficult to rent while paying another house, a property in Swakopmund. The rental price in Gobabis has skyrocketed my financial and I cannot afford to rent a full house, which barely cover my families. I do not want to raise my children's in a confined apartment. For healthy environment, I therefor humbly request your good office to sale my property so I can try to acquire a new property in future.

Kindly don't hesitate to contact me for more details and I am looking forward to your positive respond.

Thank you.


Victor Adam Petrus
Cell: 0812882984
Email: adamvictor004@gmail.com



Republic of Namibia



Ministry of Safety & Security

Enquiries: COMM 1 Konjara
Tel No: (+264) 61 294 3121
Fax No: (+264) 61 294 3094

Office of the Commissioner-General
Namibian Correctional Service
Private Bag 11271
Windhoek
Namibia

To: Mr. Sp. (Name Redacted)

18 April 2018

SCO Petrus Victor Adams, Force No. 02876
C/o Officer in Charge
Gobabis Correctional Facility
P/Bag 2241
GOBABIS

Dear SCO Adams

I hereby appoint you to the post designation Senior Correctional Officer, Grade 10-
Community Supervision, Central Region with effect from 01 May 2018.

However, you will be operating from Gobabis Correctional Facility. Your salary scale, salary
notch and other benefits will not be affected by this change.

Your appointment is subject to the provisions of the Correctional Service Act, 2012 (Act No.
9 of 2012) Namibian Correctional Service Regulations promulgated under the said Act and
other Directives issued by the Commissioner-General.

Yours sincerely,


RT HAMUNYELE
COMMISSIONER-GENERAL

PVR-F09

RESIDENTIAL PROPERTY VALUATION REPORT



PURPOSE OF VALUATION: MARKET VALUE

Applicant's Name	VA Petrus	Erf Number	7640
Street Number		Erf Size sqm	313,00sqm
Street Address:		Title Deed No	
Township Name	Swakopmund	Date of Sale	
Local Authority Area	Swakopmund	Purchase Price	
Regional Branch	Walvis Bay Branch	Type of Ownership	Freehold

ERF/SITE DESCRIPTION

Site view	Good	Topography	Level	Ease of access	Accessible	x	Inaccessible	
Erf soil condition	Avr	Soil type	Sand	Contours lines	Level		Soil test required	No
Special foundation design required		No						

DESCRIPTION OF IMPROVEMENTS: MAIN DWELLING

Walls: 110mm	Roof: Asbestos	Floor covers: Ceramic tiles	Ceilings: Rhino boards
Accommodations: Main building			
Lobby/Foyer	Living	Dining Room	TV Room
Kitchen	1	Scullery	Pantry
Kitchen BIC		BIC in Bed	x
Bedrooms	3	Bathroom	Toilet/Shower
1	En-suite	Toilet	Laundry
Store	Build n Store	Geyser	x

OUTBUILDINGS - None

Walls:	Roof:	Floors:	Ceilings:
Garage:	Carports:	Laundry:	S/Quarters:
Toilet/Shower:	W/C's:	Others:	Stores:

OTHER IMPROVEMENTS

Pool:	Yes / No	Paving:	Yes / No	Boundary Walls:	Yes / No	Electric Fence:	Yes / No	Alarm Sys:	Yes / No	Air Con:	Yes / No
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MUNICIPAL SERVICES

Drainage System:	Yes / No	Electricity Supply:	Yes / No	Water Supply:	Yes / No	Road Type:	Tarred / Gravel
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GENERAL REMARKS	EXCELLENT	GOOD	x	AVERAGE	POOR
Condition of Building			x		
Grade of Security	HIGH	AVERAGE	x	LOW	VERY LOW
P/Price in relation to market	EXCESSIVE	HIGH	x	SATISFACTORY	LOW
Contract price in relation to current building cost	EXCESSIVE	HIGH	x	SATISFACTORY	LOW
Report on contractor	EXCELLENT	GOOD		AVERAGE	x

VALUATION	RFA IN SQM	RATE PER SQM	MARKET VALUE
LAND	313	466	145.858,00
MAIN BUILDING	73,26	7071,8	518.080,07
BOUNDARY WALLS	1414,36	17,3	24.751,30
MARKET VALUE			688.689,37

Handwritten signature and date: 03/11/2024

PVR-F09

INSURANCE VALUATION (BASED ON RCAS) THE VALUATION METHOD		
INSURANCE:	% APPLIED	INSURANCE VALUE
Main Building	0.05%	N\$
Outbuilding:	%	N\$
Extension (s):	%	N\$
Garage (s):	%	N\$
Boundary Walls	0.05%	N\$
Lappa/Chacuzi	%	N\$
Swimming Pool	%	N\$
TOTAL INSURANCE VALUE		N\$569 973.00

GENERAL REMARKS:

This is a single residential property constructed to relevant standard and specifications, covered with IRR roof sheets on timber trusses internally rendered and plaster outside to the main building. Provided with standard fittings and fixtures including BIC's. The property remains in a good state of repair.

CERTIFICATION:

This is to certify that the undersigned has completed a Valuation Report on the subject property and that all findings, analysis and opinion submitted in this report are correct to the best of our knowledge.

The valuer has no present or contemplated future interest in the subject property and has no personal interest or bias with respect to the subject matter of this Valuation Report or the parties involved.

Inspected and Valued by me/us on this day of 03 April 2024.

Valuer's Signature: _____



Prepared by me

CONVEYANCER
GREYVENSTEIN B

**APPLICATION FOR CANCELLATION OF PRE-EMPTIVE RIGHT IN TERMS OF
SECTION 68(1) OF THE DEED REGISTRIES ACT, 1937**

I, the undersigned,

JOSEFINA NEKONGO In my capacity as **Manager: Legal Services Compliance, Risk and Company Secretary for the National Housing Enterprise**

and duly authorized agent of the **NATIONAL HOUSING ENTERPRISE** constituted under National Housing Enterprise Act 5 of 1993,

A. CERTIFY that the Pre-Emptive to wit as follows, in respect of the undermentioned property is to be Cancelled:

B. **FURTHER SUBJECT** to the following condition in favour of the **NATIONAL HOUSING ENTERPRISE** (Established in terms of Act No. 5 of 1993) namely:

"The Purchaser, Purchaser's heirs, executors or assigns, shall not sell or dispose the property within a period of 10 (ten) years from date of registration of transfer. Should the Purchaser, Purchaser's heirs, executors or assigns intend or wish to sell or dispose of the property, the **NATIONAL HOUSING ENTERPRISE** shall then buy the property from the Purchaser, Purchaser's heirs, executors or assigns."

CERTAIN	ERF NO. 7640 SWAKOPMUND (EXTENSION NO 28)
SITUATED	IN THE MUNICIPALITY OF SWAKOPMUND REGISTRATION DIVISION "G" ERONGO REGION
MEASURING	313 (THREE ONE THREE) SQUARE METERS
HELD BY	DEED OF TRANSFER NO. T 1356/2021

DT
J.T.N

Prepared by me

CONVEYANCER
GREYVENSTEIN B

CERTIFICATE FOR CANCELLATION OF PRE-EMPTIVE RIGHT

I, the undersigned,

DONALD TJIKUNE in my capacity as Regional Manager of National Housing Enterprise

A. CERTIFY that the Pre-Emptive to wit as follows, in respect of the undermentioned property is to be Cancelled:

CERTAIN	ERF NO. 7640 SWAKOPMUND (EXTENSION NO 28)
SITUATED	IN THE MUNICIPALITY OF SWAKOPMUND REGISTRATION DIVISION "G" ERONGO REGION
MEASURING	313 (THREE ONE THREE) SQUARE METERS
HELD BY	DEED OF TRANSFER NO. T 1356/2021

B. Do hereby consent to the cancellation of the Pre-Emptive Right imposed in terms of Section 59(4)(b) of the Local Authorities Act, Act 23 of 1992.

SIGNED at WALVIS BAY on this 11 day of June 2025.

AS WITNESSES:

1.  _____

2. _____



D TJIKUNE



REPUBLIC OF NAMIBIA
OHANGWENA REGIONAL COUNCIL

DIRECTORATE OF EDUCATION, INNOVATION, YOUTH, SPORT, ARTS AND CULTURE

Division: Human Resource Administration

Private Bag 88005

Tel: (+264) 65 290 200

ERUHANA

Enquiries: Ms. Shikukutu Hendrina

Email Address: S.hendrina@gmail.com

Our Ref: 28/ S.9/1/11

Ms. Immanuel Rosalia Magano
Through the Principal
Haihambo Combined School
Oshikunde Circuit

Dear Ms. Immanuel R,M

SUBJECT: TRANSFER: YOURSELF

- I have pleasure in informing you that approval has been granted in terms of Section 5 (1) read in conjunction with Section 23 of the Public Service Act, 1995 (Act 13 of 1995) for your transfer from Haihambo Combined School, Oshikunde Circuit to Directorate of Education, Swakopmund, Erongo Region with effect from 01 February 2026, with retention of your present post designation and salary position. The Transfer will be at your own cost.
- Report yourself for duty to the Human Resources Division on the date indicated above.
- It is trusted that you will be happy in your new working environment and that we can depend on your cooperation and loyalty the pursuance of the objective of this Directorate

Your Faithfully

ISAK HAMATWI
ISAK HAMATWI
DIRECTOR



11.1.45

REVIEW OF ALLOCATION OF ERF 8576, EXTENSION 31, SOUTH, SWAKOPMUND TO MR. MATHEUS SHIGWEDHA IN TERMS OF NOTICE 52/2025 "NOTICE OF A DONATION OF 40 ERVEN IN EXTENSION 31, SOUTH, SWAKOPMUND"

(C/M 2025/11/24 - ERF 8576)

Special Management Committee Meeting of 24 November 2025, Addendum **5.3** page **00** refers.

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

1. **PURPOSE**

The purpose of this submission is to address the erroneous dual registration on Erf 8576, Extension 31, South, Swakopmund, by reviewing the conflicting property registrations of Mr. Matheus Shigwedha (Erf 8576(2/2)) and Mr. Matias Hailonga (Erf 8576(1/2)) and to formally recommend the appropriate and qualified beneficiary in line with the council's first-time homeowner policy.

2. **INTRODUCTION**

This submission requests a review and reversal of the allocation of Erf 8576, Extension 31, South Swakopmund, to Mr. Matheus Shigwedha. The allocation violates the allocation criteria for first-time homeowners. Concurrently, it is requested that the council approve the allocation of this erf to Mr. Hailonga Matias, who has been identified through a socio-economic survey as a suitable candidate who meets all allocation criteria.

3. **BACKGROUND**

During a socio-economic survey conducted in 2023, the Housing Section enumerated all residents in Extension 31 South, Swakopmund, of which the data was used to allocate erven. The survey revealed that two different occupants were registered on Erf 8576, Extension 31, South, Swakopmund.

Mr. Matias Hailonga was also registered on the same erf under registration number DP 1014, indicated as Erf 8576(1/2) (**Annexure A**). Simultaneously, Mr. Matheus Shigwedha was registered on the property under registration number DP 1015, indicated on the registration form as Erf 8576(2/2) (**Annexure B**).

The Housing Section conducted a socio-economic survey during 2023 and enumerated all the occupants residing in Extension 31 South, Swakopmund. Based on the data collected within this survey, occupants were allocated erven. During this enumeration procedure, it was identified that two different occupants were registered on Erf 8576, Extension 31, South, Swakopmund. The two occupants being Mr Matheus Shigwedha, registered under erf number 8576(2/2) (registration number DP 1015), as indicated on registration form (**Annexure A**), and Mr Matias Hailonga, registered under erf number 8576(1/2) (registration number DP 1014), as indicated on registration form (**Annexure B**).

On **17 March 2025**, under item **11.1.12**, Council resolved to repeal its previous decision passed on **08 October 2024**, which stated:

Ordinary Council Meeting – 24 November 2025

- (a) That point (e) of the Council resolution of 08 October 2024, item no. 11.1.9 be deleted as it is a duplication of point (c).
- (b) That Council repeals point (c) of the Council resolution of 8 October 2024 under item 11.1.9 that reads:

That the overspill residents and unauthorized occupants in Extension 27, 29, and 30 with high and middle income be a priority during the allocation of erven in Extension 28 and Extension 31 South.

And replaced with

That Council approves the allocation of the erven in Extension 31, Swakopmund, to informal settlers who are already occupying the erven and who have an income ranging from N\$3,000.00 to N\$6,000.00. In exceptional cases, the maximum income limit is N\$8,500.00.

- (c) That Council approves the donation of 40 erven in Extension 31, Swakopmund (South) to the following residents/occupants with high and middle income, as it will require less movement of people and reduce conflict:

No	Erf No	Erf Size M2	Land Value	Zoning	Allocated	New Erf/SN	Income Category	Registration	MWL (Y/N)
1	8571	428	NAD 78,000.00	SR	Mario Malilo Johannes	8571 (2/2)	Middle Income	30-Nov-23	N
2	8575	315	NAD 56 000.00	SR	David Kalenipunye Palyowala Naidila	8575 (1/1)	Middle Income	4/Sep/2023	Y
3	8576	303	NAD 54,000.00	SR	Matheus Shigwedha	8576 (2/2)	High Income	5/Sep/2023	N
4	8577	302	NAD 54 000.00	SR	Tomas Shiwana Ndoma Halweendo	8577 (2/2)	Middle Income	2/Oct/2023	N
5	8580	315	NAD 56 000.00	SR	Kristofina Ndendelago Namakwa	8580 (1/1)	High Income	5/Sep/2023	Y
6	8581	494	NAD 88,000.00	SR	Hilkie Hitilavali Shikongo	8581 (2/2)	High Income	5/Sep/2023	N
7	8582	315	NAD 56,000.00	SR	Lucky Likeke Matheus	8582 (1/1)	Middle Income	4/Sep/2023	N
8	8583	315	NAD 56 000.00	SR	Bartholomeus Kalunga Kalyangu	8583 (2/3)	High Income	12/Sep/2023	N
9	8584	315	NAD 56,000.00	SR	Leonard Shoopala Abraham	8584 (3/3)	Middle Income	4/Sep/2023	N
10	8586	315	NAD 56,000.00	SR	Abraham Nangolo	8586 (2/2)	Middle Income	7/Dec/2023	Y
11	8589	303	NAD 54,000.00	SR	Teeleni Nokrimes Kashoondoxa Haimbodi	8589 (2/3)	Middle Income	4/Sep/2023	N
12	8591	315	NAD 56 000.00	SR	Rafael Shaalukeni Amakali	8591 (1/2)	High Income	5/Sep/2023	Y
13	8593	315	NAD 56,000.00	SR	Vilho Gideon	8593 (1/2)	High Income	30/Nov/2023	Y
14	8596	315	NAD 56 000.00	SR	Klemens Nanyeni	8596 (1/1)	Middle Income	12-Sep-23	N
15	8598	301	NAD 54 000.00	SR	Leonard Malima Mekondjo Uugwanga	8598 (1/1)	Middle Income	7/Sep/2023	N
16	8599	303	NAD 54 000.00	SR	Abraham Handjaba Nghipangelwa	8599 (1/3)	Middle Income	7/Sep/2023	Y
17	8600	316	NAD 56 000.00	SR	Kolekelandje Angula	8600 (3/3)	Middle Income	12/Sep/2023	N
18	8609	461	NAD 82 000.00	SR	Nicanol Matias	8609 (1/2)	Middle Income	30/Nov/2023	N
19	8613	315	NAD 56,000.00	SR	Beauzetha Elmounia Gowases	8613 (1/1)	Middle Income	27/Dec/2023	N
20	8615	303	NAD 54 000.00	SR	David Kalimba Amwaama	8615 (1/1)	High Income	8/Sep/2023	Y
21	8620	314	NAD 56 000.00	SR	Jonas Nakapipi	8620 (2/3)	High Income	8/Sep/2023	Y
22	8624	417	NAD 76 000.00	SR	Pendukeni Hendjala	8624 (1/1)	Middle Income	12/Sep/2023	N
23	8626	314	NAD 56,000.00	SR	Malakia Wilbard	8626 (1/1)	Middle Income	12/Sep/2023	Y
24	8627	303	NAD 54,000.00	SR	Johannes Uupindi	8627 (1/2)	Middle Income	30/Nov/2023	N
25	8628	303	NAD 54 000.00	SR	Kondjeni Aiyumba	8628 (1/3)	High Income	7/Sep/2023	N
26	8629	315	NAD 56,000.00	SR	Natalia Tandaveleni Nghifinwa	8629 (1/1)	Middle Income	13/Sep/2023	N
27	8634	331	NAD 60 000.00	SR	Teofelus Imene	8634 (1/3)	High Income	6/Sep/2023	Y
28	8638	316	NAD 56 000.00	SR	Engebert Pandeinge Endjala	8638 (1/1)	High Income	6/Sep/2023	N
29	8639	315	NAD 56,000.00	SR	Lydia Simon	8639 (3/3)	Middle Income	12/Sep/2023	N
30	8640	303	NAD 54 000.00	SR	Hilya Ndawapeka Kamati	8640 (1/1)	Middle Income	8/Apr/2024	N
31	8642	315	NAD 56 000.00	SR	Amakali Konias Komeya	8642 (1/1)	High Income	22/Jan/2024	Y
32	8647	315	NAD 56,000.00	SR	Martin Keven Mulipo	8647 (3/3)	Middle Income	12/Sep/2023	N

No	Erf No	Erf Size M2	Land Value	Zoning	Allocated	New Erf/SN	Income Category	Registration	MWL (Y/N)
33	8649	315	NAD 56 000.00	SR	Paulus Ilonga	8649 (1/2)	Middle Income	13/Sep/2023	N
34	8653	353	NAD 64 000.00	SR	Likius Shilunga	8653 (1/1)	Middle Income	5/Sep/2023	N
35	8654	353	NAD 64 000.00	SR	Immanuel Shipingana	8654 (1/2)	High Income	13/Sep/2023	N
36	8655	353	NAD 64 000.00	SR	Michael Ashipala	8655 (1/2)	High Income	6/Sep/2023	Y
37	8658	318	NAD 56 000.00	SR	Ombandja Asser	8658 (2/3)	High Income	6/Sep/2023	Y
38	8659	308	NAD 56 000.00	SR	Kristof Haufiku Kristof	8659 (3/3)	High Income	7/Sep/2023	N
39	8661	364	NAD 66 000.00	SR	Goliata Mbwale Mulamba	8661 (2/2)	Middle Income	6/Sep/2023	N
40	8662	363	NAD 66 000.00	SR	Mikka Shopangeli Petrus	8662 (1/2)	Middle Income	6/Sep/2023	N

(d) The following standard conditions be approved in addition to those passed on 8 October 2024 by Council under item 11.1.9:

- (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 implications and be forwarded to the 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) That the DONEE must provide proof of ranging from N\$3,000.00 to N\$6,000.00, and in exceptional cases, the maximum income limit is N\$8,500.00 per month.
 - (v) That all costs related to this transaction be for the account of the DONEE, such as (but not limited to) the cost for the compilation of the deeds of donation, bond, and transfer registration.
 - (vi) That should it be found at any time that a beneficiary has not been honest with Council in obtaining housing or even, 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."
 - (vii) That should any DONEE does not comply with the conditions of donation, they will be replaced with other beneficiaries from the list. (on file)
 - (viii) That Ministerial approval be obtained for the transfer of the properties.
- (e) That a deeds search be conducted to verify that all residents selected for donation are indeed first-time property owners.
 - (f) That all qualifying DONEES 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 Extension 31.
 - (h) That the 10-year period in respect of the restriction of sale of improved erven commences from the date of transfer of the property.
 - (i) That should the DONEES 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 DONEE'S who construct houses and receive completion certificates 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.*
- (k) *That the DONEE'S 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 the occupants of Extension 31, Swakopmund (South), who cannot be accommodated in the said Extension, be relocated to the New Reception area at the Northern Wedge once the site is ready for occupation.*

4. **CURRENT SITUATION**

The final allocation of Erf 8576, Extension 31 South, Swakopmund, is currently hold pending Council's decision.

The hold was instituted following a verbal complaint raised by Mr. Matias Hailonga on **13 August 2025**, which triggered a thorough investigation by the Housing Section into the status of the co-registered occupant, Mr. Matheus Shigwedha.

5. **DISCUSSION**

On **13 August 2025**, a verbal complaint was lodged by Mr. Matias Hailonga regarding the allocation of Erf 8576, Extension 31 South, Swakopmund. Mr. Hailonga raised concerns that the registered co-occupant, Mr. Matheus Shigwedha, had not been residing on the erf for an extended period and suggested that Mr. Shigwedha might already own a house in Matutura.

This complaint prompted the Housing Section to conduct a thorough investigation into Mr. Shigwedha's socio-economic status and property history. The investigation confirmed that Mr. Shigwedha was indeed not a first-time homeowner due to his marital status. This finding definitively exposed a critical error in the initial allocation process.

The allocation criteria for erven within Extension 31 South, Swakopmund, were primarily established based on two critical factors: affordability, determined by data collected through the Housing Section's socio-economic survey, and the status of a first-time homeownership, consistent with the requirements of the Mass Housing and Low-Cost Housing Programme.

The allocation to Mr. Matheus Shigwedha was initially made since he appeared to meet the criteria, is now rendered invalid. This determination is based on the discovery that Mr. Shigwedha is married to Ms. Kaino Ndeapo Sheya. Ms. Sheya previously benefited from the Mass Housing Development Programme and was allocated Erf 2583, Matutura Extension 12 (Triparty Conditional Donation of Immovable Property Agreement), **Annexure "F"**. The agreement was entered into by Ms Kaino Ndeapo Sheya was single at that time.

Crucially, as Mr. Shigwedha and Ms. Sheya are married in community of property (in the absence of an antenuptial contract) and the property is

registered in her name on **19 March 2020** at the Deeds office (**Annexure "G"**), Mr. Shigwedha is legally recognized as a joint owner of Erf 2583. This existing property ownership, acquired by virtue of marriage, disqualifies Mr. Shigwedha as a first-time homeowner, resulting in failure to meet the fundamental allocation criterion.

6. **PROPOSAL**

It is proposed that Council repeals the allocation of Erf 8576 to Mr. Matheus Shigwedha due to his failure to meet the fundamental allocation criterion of being a first-time buyer. Homeowner. It is further proposed that Council approves the allocation of Erf 8576, Extension 31, South Swakopmund, to Mr Matias Hailonga, who has been verified as meeting all the stipulated first-time homeowner and socio-economic allocation criteria.

It is proposed that Council repeals the allocation of Erf 8576 to Mr. Matheus Shigwedha due to his failure to meet the fundamental allocation criterion of being a first-time homeowner. It is further proposed that Council approves the allocation of Erf 8576, Extension 31, South Swakopmund, to Mr Matias Hailonga, who has been verified as meeting all the stipulated first-time homeowner and socio-economic allocation criteria.

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

RECOMMENDED:

- (a) **That the allocation of Erf 8576, Extension 31, South, Swakopmund, to Mr. Matheus Shigwedha (registration number DP 1015, Erf 8576 (2/2), as approved under item 11.1.12(c) on 17 March 2025, be repealed due to his failure to meet the fundamental allocation criterion of being a first-time homeowner:**
 - (b) **That Council approves the allocation of Erf 8576, Extension 31, South, Swakopmund to Mr. Matias Hailonga (registration Number DP 1014, Erf 8576 (1/2), who has been verified as meeting all the stipulated first-time homeownership and socio-economic allocation criteria.**
 - (c) **That both Mr Matheus Shigwedha and Mr Matias Hailonga be informed of Council's decision.**
 - (d) **That Council's intention to donate Erf 8576, Extension 31, South to Mr Matias Hailonga be advertised for the public for objection in terms of the provision of section (30) (1) (z) (ii) of the Local Authority Act, Act 23 of 1992, as amended.**
 - (e) **That prior to Ministerial approval be obtained to enable the transfer of Erf 8576, Extension 31, South, Swakopmund, in terms of Section 30 (1) 2 of the Local Authority Act, the donation to Mr Matias Hailonga**
 - (f) **That the conditions of allocation as approved by Council 03 September 2024 under item 11.1.24 remain enforceable.**
-

SWAKOPMUND
MUNICIPALITY OF SWAKOPMUND

Donation of 71 acres to residents in Extension 2A, Swakopmund.

Notice is hereby given in terms of the provision for section 130(1)(a)(ii) of the Local Authorities Act, Act 12 of 1992 as amended, that Council has resolved to donate 71 acres of land to the named residents in Ext. 2A, as set out in 11.7.22 of the Council meeting held on 07 April 2025.

No.	Ext. No.	Area	Name of Donor	Ext. No.	Area	Name of Recipient
1	2545	505	Mathias Mathias of Namibia	22	2070	Mathias De Waard
2	2706	300	Peter Ntshani	26	2075	Mathias George Ntshani
3	2651	315	Ernst Erwinckel	24	2076	Mathias Ntshani
4	2652	315	Mathias Ntshani of Namibia	20	2080	Lukas Ntshani
5	2572	310	Mathias Ntshani of Namibia	21	2100	Mathias Ntshani of Namibia
6	2554	300	Ernst Erwinckel	22	2080	Mathias Ntshani of Namibia
7	2524	210	Mathias Ntshani of Namibia	22	2241	Mathias Ntshani
8	2648	210	Lukas Ntshani of Namibia	24	2240	Mathias Ntshani
9	2382	204	Ernst Erwinckel	22	2250	Mathias Ntshani
10	2503	221	Mathias Ntshani of Namibia	21	2251	Mathias Ntshani of Namibia
11	2572	210	Mathias Ntshani	20	2252	Mathias Ntshani
12	2573	210	Mathias Ntshani of Namibia	21	2253	Mathias Ntshani
13	2573	210	Mathias Ntshani of Namibia	21	2254	Mathias Ntshani
14	2573	210	Mathias Ntshani of Namibia	21	2255	Mathias Ntshani
15	2573	210	Mathias Ntshani of Namibia	21	2256	Mathias Ntshani
16	2573	210	Mathias Ntshani of Namibia	21	2257	Mathias Ntshani
17	2573	210	Mathias Ntshani of Namibia	21	2258	Mathias Ntshani
18	2573	210	Mathias Ntshani of Namibia	21	2259	Mathias Ntshani
19	2573	210	Mathias Ntshani of Namibia	21	2260	Mathias Ntshani
20	2573	210	Mathias Ntshani of Namibia	21	2261	Mathias Ntshani
21	2573	210	Mathias Ntshani of Namibia	21	2262	Mathias Ntshani
22	2573	210	Mathias Ntshani of Namibia	21	2263	Mathias Ntshani
23	2573	210	Mathias Ntshani of Namibia	21	2264	Mathias Ntshani
24	2573	210	Mathias Ntshani of Namibia	21	2265	Mathias Ntshani
25	2573	210	Mathias Ntshani of Namibia	21	2266	Mathias Ntshani
26	2573	210	Mathias Ntshani of Namibia	21	2267	Mathias Ntshani
27	2573	210	Mathias Ntshani of Namibia	21	2268	Mathias Ntshani
28	2573	210	Mathias Ntshani of Namibia	21	2269	Mathias Ntshani
29	2573	210	Mathias Ntshani of Namibia	21	2270	Mathias Ntshani
30	2573	210	Mathias Ntshani of Namibia	21	2271	Mathias Ntshani
31	2573	210	Mathias Ntshani of Namibia	21	2272	Mathias Ntshani
32	2573	210	Mathias Ntshani of Namibia	21	2273	Mathias Ntshani
33	2573	210	Mathias Ntshani of Namibia	21	2274	Mathias Ntshani
34	2573	210	Mathias Ntshani of Namibia	21	2275	Mathias Ntshani
35	2573	210	Mathias Ntshani of Namibia	21	2276	Mathias Ntshani
36	2573	210	Mathias Ntshani of Namibia	21	2277	Mathias Ntshani
37	2573	210	Mathias Ntshani of Namibia	21	2278	Mathias Ntshani
38	2573	210	Mathias Ntshani of Namibia	21	2279	Mathias Ntshani
39	2573	210	Mathias Ntshani of Namibia	21	2280	Mathias Ntshani
40	2573	210	Mathias Ntshani of Namibia	21	2281	Mathias Ntshani
41	2573	210	Mathias Ntshani of Namibia	21	2282	Mathias Ntshani
42	2573	210	Mathias Ntshani of Namibia	21	2283	Mathias Ntshani
43	2573	210	Mathias Ntshani of Namibia	21	2284	Mathias Ntshani
44	2573	210	Mathias Ntshani of Namibia	21	2285	Mathias Ntshani
45	2573	210	Mathias Ntshani of Namibia	21	2286	Mathias Ntshani
46	2573	210	Mathias Ntshani of Namibia	21	2287	Mathias Ntshani
47	2573	210	Mathias Ntshani of Namibia	21	2288	Mathias Ntshani
48	2573	210	Mathias Ntshani of Namibia	21	2289	Mathias Ntshani
49	2573	210	Mathias Ntshani of Namibia	21	2290	Mathias Ntshani
50	2573	210	Mathias Ntshani of Namibia	21	2291	Mathias Ntshani
51	2573	210	Mathias Ntshani of Namibia	21	2292	Mathias Ntshani
52	2573	210	Mathias Ntshani of Namibia	21	2293	Mathias Ntshani
53	2573	210	Mathias Ntshani of Namibia	21	2294	Mathias Ntshani
54	2573	210	Mathias Ntshani of Namibia	21	2295	Mathias Ntshani
55	2573	210	Mathias Ntshani of Namibia	21	2296	Mathias Ntshani
56	2573	210	Mathias Ntshani of Namibia	21	2297	Mathias Ntshani
57	2573	210	Mathias Ntshani of Namibia	21	2298	Mathias Ntshani
58	2573	210	Mathias Ntshani of Namibia	21	2299	Mathias Ntshani
59	2573	210	Mathias Ntshani of Namibia	21	2300	Mathias Ntshani
60	2573	210	Mathias Ntshani of Namibia	21	2301	Mathias Ntshani
61	2573	210	Mathias Ntshani of Namibia	21	2302	Mathias Ntshani
62	2573	210	Mathias Ntshani of Namibia	21	2303	Mathias Ntshani
63	2573	210	Mathias Ntshani of Namibia	21	2304	Mathias Ntshani
64	2573	210	Mathias Ntshani of Namibia	21	2305	Mathias Ntshani
65	2573	210	Mathias Ntshani of Namibia	21	2306	Mathias Ntshani
66	2573	210	Mathias Ntshani of Namibia	21	2307	Mathias Ntshani
67	2573	210	Mathias Ntshani of Namibia	21	2308	Mathias Ntshani
68	2573	210	Mathias Ntshani of Namibia	21	2309	Mathias Ntshani
69	2573	210	Mathias Ntshani of Namibia	21	2310	Mathias Ntshani
70	2573	210	Mathias Ntshani of Namibia	21	2311	Mathias Ntshani
71	2573	210	Mathias Ntshani of Namibia	21	2312	Mathias Ntshani

Any objections to the above transaction will be the responsibility of the Municipal Council Officer concerned at the address of the Council Office, 10000 Namibia Street, and Council Executive Office, Swakopmund, P.O. Box 10000, Swakopmund, prior to 15:00 on Friday, 16 August 2025.

Any person objecting to the proposed donation may lodge such objection in writing, duly addressed to the Council Executive Officer, not later than 15:00 on Friday, 16 August 2025.

Please take note that NO objections or appeals will be accepted. Objections must be made by following a form copy to the office of the Council Executive Officer and attaching a non-postal address and telephone number.

Only responses in the form of a letter will be considered.
Enquiries: 08-20-0000

Email: swakop@swakopmund.na
Tel: 08-20-0000

NOTICE NO: 51/0205

Africa Benjamin
Chief Executive Officer

N.T. 08.08.25

SWAKOPMUND
MUNICIPALITY OF SWAKOPMUND

Donation of 71 Acres to Residents in Extension 2A, Swakopmund.

Notice is hereby given in terms of the provision for section 130(1)(a)(ii) of the Local Authorities Act, Act 12 of 1992 as amended, that Council has resolved to donate 71 acres of land to the named residents in Ext. 2A, as set out in 11.7.22 of the Council meeting held on 07 April 2025.

No.	Ext. No.	Area	Name of Donor
1	2545	505	Mathias Mathias of Namibia
2	2706	300	Peter Ntshani
3	2651	315	Ernst Erwinckel
4	2652	315	Mathias Ntshani of Namibia
5	2572	310	Mathias Ntshani of Namibia
6	2554	300	Ernst Erwinckel
7	2524	210	Mathias Ntshani of Namibia
8	2648	210	Lukas Ntshani of Namibia
9	2382	204	Ernst Erwinckel
10	2503	221	Mathias Ntshani of Namibia
11	2572	210	Mathias Ntshani
12	2573	210	Mathias Ntshani of Namibia
13	2573	210	Mathias Ntshani of Namibia
14	2573	210	Mathias Ntshani of Namibia
15	2573	210	Mathias Ntshani of Namibia
16	2573	210	Mathias Ntshani of Namibia
17	2573	210	Mathias Ntshani of Namibia
18	2573	210	Mathias Ntshani of Namibia
19	2573	210	Mathias Ntshani of Namibia
20	2573	210	Mathias Ntshani of Namibia
21	2573	210	Mathias Ntshani of Namibia
22	2573	210	Mathias Ntshani of Namibia
23	2573	210	Mathias Ntshani of Namibia
24	2573	210	Mathias Ntshani of Namibia
25	2573	210	Mathias Ntshani of Namibia
26	2573	210	Mathias Ntshani of Namibia
27	2573	210	Mathias Ntshani of Namibia
28	2573	210	Mathias Ntshani of Namibia
29	2573	210	Mathias Ntshani of Namibia
30	2573	210	Mathias Ntshani of Namibia
31	2573	210	Mathias Ntshani of Namibia
32	2573	210	Mathias Ntshani of Namibia
33	2573	210	Mathias Ntshani of Namibia
34	2573	210	Mathias Ntshani of Namibia
35	2573	210	Mathias Ntshani of Namibia
36	2573	210	Mathias Ntshani of Namibia
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42	2573	210	Mathias Ntshani of Namibia
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68	2573	210	Mathias Ntshani of Namibia
69	2573	210	Mathias Ntshani of Namibia
70	2573	210	Mathias Ntshani of Namibia
71	2573	210	Mathias Ntshani of Namibia

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Tel: 08-20-0000

NOTICE NO: 51/0205

Africa Benjamin
Chief Executive Officer

N.T. 08.08.25

NOTICE NO: 51/0205

Africa Benjamin
Chief Executive Officer

N.T. 08.08.25

ANNEXURE "B"

Municipality of Swakopmund
Swakopmund
Namibia

04/08/2025

Request for correction of erf registration- Erf no. 7553 DRC extension 28



Dear sir/madam,

I hope this letter finds you well. My name is Hendrina Haipinge ID no: 85022211041. I am a resident of DRC extension 28 erf no. 7553, Swakopmund. I have been residing at this address since 2012.

It has come to my attention that the erf is currently registered under the name Jafeta Teofelus Abed, a person unknown to me and to who I have never granted access or ownership. I have been living at this property alone throughout this period, and my income supports my ability to maintain it.

I kindly appeal to your office to assist in correcting this error and to have the erf officially registered under my name. I am prepared to provide any further information or clarification.

Thank you very much for your assistance.

Kind regards

Hendrina Haipinge *H Haipinge*

Cell: 0817888443 / 0813310527

ANNEXURE "C"



MUNICIPALITY OF SWAKOPMUND
HOUSING REGISTRATION FORM

Registration number

DP 1268

Registration Date: (dd/mm/yyyy) _____ Gender M F

Surname _____

First Names _____

Date of Birth _____ Identity Number _____ Passport Number _____

Marital Status Single Married Divorced Widower

Date of Marriage (dd/mm/yyyy) _____ Name of Spouse/Partner _____

Address Box: _____ Erf Number: _____ Street _____

Property Owners Name	
Years at current address	
Monthly rental N\$	

Names of Lodgers	
1.	
2.	
3.	

Telephone No (H) _____ Cell Number _____

Do you own property elsewhere in Namibia Yes No If yes where: _____

Monthly Income 2182.17 Source of Income Grant Self Employed Employed

I declare that on the date of signing this registration forms that:
 (a) I am a registered occupant of the Erf belonging to the Swakopmund Town Council in the Democratic Resettlement Community
 (b) I am renting/occupying space from a registered resident in Mondesa or the Democratic Resettlement Community
 (c) I am occupying Swakopmund Town Council Property without consent of the Swakopmund Town council
 (d) I am renting / co-occupying space in Swakopmund

Declaration
 In signing this registration form I agree that I will adhere to Swakopmund Municipal Town Councils request to relocate when called upon to do so and I will be given first option to either return to my original erf or be given an alternative erf
 I further agree that should I fail to relocate within a reasonable time(21 days) to a designated area indicated by Swakopmund Town Council that Council has the right to evict me from the land I occupy
 I further declare that on the date of signing this declaration I own no other immovable property in any Municipal area, Town council or Village council in Namibia and should any information become available that indicates that my declaration is or was untruthful that Council has the right to void this registration
 This registration pertaining to income, marital status and employment were correct at the date of signature

Date

Municipal Officials Name

Signature of Municipal Official

H. Hairapoge
Signature of applicant

This form shall only be valid if the information is printed and signed by both the registrant and a duly authorized Municipal official. The registrant shall be issued with one original and the Municipality shall retain one original for safe keeping. The registrant is advised to keep their original document in a safe and secure place.

ANNEXURE "F"

22-03-07 7667

E. 7667

Paulina Ambia
 P O Box 5084
 Walvis Bay
 13 August 2025

Management Office of
 Swakopmund Municipality
 13 August 2025

Dear Sir/Madam

ENQUIRES ON THE DONATION OF 71 ERVEN TO RESIDENTS IN EXTENSION 28 SWAKOPMUND

I wrote this letter to the management office requesting for some changes to be made regarding the donation of 71 erven to residents in extension 28 Swakopmund.

I Paulina Ambia I am the owner of Erf no. 7667 which was registered wrongly on Jakobina Igala, this the person we are living together as I am currently working in Walvis Bay but staying in Swakopmund, every day I travel to Walvis Bay for work and after knocking off hours I come back home at Swakopmund. When I get transport and some days when there is no transport have to make arrangement to sleep in Walvis Bay.

On the day when management team came for registration I was gone for work but Jakobina Igala was present so she handed in all the documents in her name only and the plot got registered on her name. when I came back she didn't say anything to me, I only got to find out when one committee told me to search if my name is out one I told her I know nothing about which lead me to come to the management team.

Thank you for your time. I hope to hear from you soon.

Yours Faithfully

 Paulina Ambia
 081 7612 864



11.1.46 **CURRENT STATUS OF ONGOING LARGE PROJECTS APPROVED BY COUNCIL FROM JANUARY 2021 UNTIL NOVEMBER 2025**

(C/M 2025/11/24 - Ref ...)

Special Management Committee Meeting of 24 November 2025, Addendum **5.4** page **57** refers.

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

1. **Introduction**

At an In Camera Council meeting held on **28 August 2025**, Council informally discussed and requested a list of all large projects approved during their term, i.e, from December 2020 until September 2025 (date of this submission).

All Council resolutions from January 2021 were reviewed, and the large projects approved are listed under point 2 below. Please take note that the review excludes:

- 1.1 Public closed bid sales and private treaty sales of existing erven and portions of land;
- 1.2 projects approved by Council during the previous terms of 2015 until 2020, which are still ongoing, such as Ombundu Investments (Pty) Ltd for Extension 2, Mile 4, and Fiscon Investment 23 CC for a portion of the Remainder of Erf 2747, Swakopmund.

During 2021 Council mainly revised, reassessed, and cancelled various ongoing private treaty transactions from the previous term.

2. **Large Projects Approved by Council since January 2021**

2.1 **2021**

28 January 2021		
None.		
25 February 2021		
None.		
25 March 2021		
None.		
29 April 2021		
11.1.18	ERF 466, ERF 444 AND ERF 779 - TRANSNAMIB LAND	This refers to Erf 8677, Swk. On 27 June 2024, under item 11.1.3, another decision was made. Further Action: Ongoing discussions under the leadership of the Chief Executive Officer.
27 May 2021		
11.1.8	ALLOCATION OF ERF 3342, EXTENSION 9, SWAKOPMUND TO A QUALIFYING INSTITUTION THROUGH DEVELOPMENT PROPOSALS RECEIVED	Allocated to Welwitschia Health Training Centre (Pty) Ltd. Delays in development were caused due to change of architects. Such was confirmed by the General Manager: Engineering and Planning Services on 04 September 2024. Further Action: Ongoing project.
1 July 2021		
None.		
29 July 2021		

11.1.19	PROPOSAL RECEIVED FOR ESTABLISHMENT OF A UNIVERSITY	Initial "in principle approval". Matter was resubmitted to the Management Committee of September 2025. Executed the Council decision made on 02 October 2025 under item 11.1.3. Also see the October 2025 recorded below. Further Action: Await a reply from the developer regarding Council's decision above, whereafter the venture will be assessed by the Investment Coordination Committee for resubmission to Council.
11.1.21	MESSRS HDF ENERGY (RENEWABLE ENERGY): APPLICATION FOR LAND	Two feedback/current status audiences were held between the Management Committee and the developer in 2025. The transaction is ongoing pending the signing of an off-take agreement with NamPower (reported on 29 September 2025). Further Action: As soon as an agreement is reached with regard to the off-take arrangement, the deed of sale will be signed for execution.
11.1.22	PROPOSAL FOR PARTNERSHIP TO ACQUIRE AND DEVELOP INSTITUTIONAL LAND FOR A RESEARCH CENTER	IUM on Erf 519, Matutura. Further Action: The development is active and nearing completion.
30 August 2021		
11.1.16	PROPOSAL BY SALT COMPANY (PTY) LTD: • Purchase Of Mining Areas K And L • Fence-Off Of The Mining Property • Reduction Of Lease Area	Ongoing. Await valuations from Council's newly appointed valuer. Further Action: As soon as the sizes are received from the Engineering & Planning Services Department, the valuer will be able to issue valuations. Whereafter, the matter will be submitted to Council for consideration.
11.1.19	ALLOCATION OF LAND TO MS HELVI MUPUPA	Sale of 50 erven located in Extension 25 for the construction of houses. The first 3 transfers of ownership to 3 rd parties were registered during 2025. Further Action: Ongoing project.
11.1.25	SALE AND DEVELOPMENT OF EXTENSION 2 MILE 4 - MESSRS SWAKOPMUND OMBUNDU INVESTMENTS (PROPRIETARY) LIMITED	Purchase price is paid and transfer of ownership completed on 25 September 2025. Further Action: Installation of services is underway, and Council will acquire 1/3 of the erven in each phase of the development.
30 September 2021		
None.		
28 October 2021		
None.		
25 November 2021		
None.		

2.2 **2022**

27 January 2022		
11.1.37	MINISTRY OF HEALTH & SOCIAL SERVICES: DONATION OF A PORTION OF LAND FOR THE CONSTRUCTION OF A REGIONAL REFERRAL HOSPITAL	A later decision was passed by Council on 27 June 2024 under item 11.1.22. Following various reminders issued by Council, during August 2025, an official from the Ministry of Works and Transport contacted the Property Section, confirming that they are attending to the exchange proposal by Council. Further Action: Await a reply from the Ministry of Works and Transport.

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11.1.45	SERVICING OF EXTENSIONS 32 AND 33 LOCATED EAST OF KRAMERSDORF	A submission regarding the current status of this project is being drafted for the Management Committee of November 2025. Further Action: Await Council's decision of November 2025 for execution.
11.1.46	APPLICATION FOR RESIDENTIAL TOWNSHIPS DEVELOPMENT BY NAMIBIA OYSTERS (PTY) LTD - PORTION 96 (A PORTION OF PORTION B) OF SWAKOPMUND TOWN AND TOWNLANDS	On 16 March 2023, KingLaw provided a draft agreement for the return of 33% of the erven to Council. Being reviewed by Manager: Corporate Services. On 22 October 2025, Stewart Planning provided the company registration document and will provide progress on the township establishment following a visit to the relevant Ministry. Further Action: The agreement is being reviewed and finalized for signing.
24 February 2022		
None.		
31 March 2022		
None.		
28 April 2022		
None.		
24 May 2022		
None.		
30 June 2022		
11.1.4	WOERMANN HAUS PREMISES - SALE	This is an ongoing matter which was discussed with high-ranking Government Officials during August 2025. Council obtained a legal opinion in terms of the Urban and Regional Planning Act, Act 5 of 2018, which provides for the amendment/waiving of restrictions in title deeds. Further Action: Await a reply from the Ministry of Works and Transport to our latest reminder dated 21 July 2025.
28 July 2022		
None		
31 August 2022		
11.1.22	EXCHANGE OF INSTITUTIONAL ERVEN WITH THE ERONGO REGIONAL COUNCIL	These are two large erven, i.e. Erf 982, Mat (belonging to the Government of Namibia), and Erf 10907 (belonging to Council). On 25 November 2024 , Mr F Kolofu of the Erongo Regional Council and Mr W N Gariseb and Ms E Hilokwah of the Ministry of Works and Transport conducted a site visit and confirmed that no further action is required from Council. Further Action: A letter from the Central Government will be addressed to Council once they are ready to proceed.
29 September 2022		
None.		
27 October 2022		
None.		
November 2022		
None.		

2.3 2023

26 January 2023		
None.		
23 February 2023		
None.		
04 April 2023		
None.		
27 April 2023		
None.		
29 May 2023		
None.		
29 June 2023		

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11.1.20	AVAILABILITY OF EXTENSION 4, MATUTURA, AND CRITERIA FOR DEVELOPMENT PROPOSAL	<p>Another decision was made by the Council on 12 December 2023.</p> <p>Development proposals were invited during 2024, and only 1 was received, not meeting the criteria of being a company. Council amended the criteria on 26 June 2025 under item 11.1.5.</p> <p>A notice was published on 12 September 2025 inviting new proposals.</p> <p>Further Action:</p> <p>Closing date for the submission of development proposals is 21 November 2025. Whereafter, the proposals will be reviewed and assessed by the Investment Coordination Committee.</p>
27 July 2023		
None.		
31 August 2023		
11.1.17	PROPOSAL TO DEVELOP A SOLAR COMPONENT MANUFACTURING PLANT	<p>This was the initial approval of the project.</p> <p>On 03 June 2025, under item 11.1.5, Council decided in terms whereof (among other) a deposit is payable by 1 September 2025. No payment was received.</p> <p>Further Action:</p> <p>A submission is finalized for consideration by the Management Committee during November 2025 for the revocation of Council's approval.</p>
28 September 2023		
None.		
26 October 2023		
None.		
12 December 2023		
None.		

2.4 2024

25 January 2024		
None.		
29 February 2024		
11.1.28	DEVELOPMENT OF 3 TOWNSHIPS	<p>Council later decided to only proceed with Ext 4, Matutura.</p> <p>Council amended the criteria on 26 June 2025 under item 11.1.5.</p> <p>The second round of calling for proposals was published on 12 September 2025.</p> <p>Further Action:</p> <p>Closing date for the submission of development proposals is 21 November 2025. Whereafter, the proposals will be reviewed and assessed by the Investment Coordination Committee.</p>
02 April 2024		
None.		
30 April 2024		
None.		
04 June 2024		
None.		
27 June 2024		
None.		
08 August 2024		
None.		
03 September 2024		
None.		
08 October 2024		

11.1.16	GREEN METALS REFINING NAMIBIA (PTY) LTD: APPLICATION FOR LAND FOR NOXIOUS INDUSTRY	The applicant was informed, per letter dated 10 October 2024, of the conditional allocation. A reminder was issued on 06 March 2025, requesting an update on the progress made. Update and confirmation of commitment received on 01 April 2025. An update was requested on 10 September 2025. None received by the closing date of this submission. Further Action: A final notice will be issued to confirm whether they intend to pursue the application and what progress has been made with obtaining an EIA. Reply will be submitted to Council to decide on the way forward.
14 November 2024		
11.1.10	ODULA HYDROGEN (PTY) LTD: APPLICATION FOR LAND FOR GREEN HYDROGEN	A site visit was conducted on 18 March 2025. Update and confirmation of commitment were received on 01 April 2025. A meeting is scheduled for a date still to be confirmed in September 2025 with Council's technical officials. Last correspondence was dated 11 July 2025. On 19 September 2025 Council's Environmental Officer had a site visit with the consultant of the developer. Further Action: None at this stage as the appointed environmental specialist is busy with assessment and confirmed such on 08 October 2025.
11.1.11	OASIS OIL REFINERY (PTY) LTD: APPLICATION FOR LAND FOR CRUDE OIL REFINERY	A site visit was conducted on 18 March 2025. Update and confirmation of commitment were received on 01 April 2025. A meeting is scheduled for a date still to be confirmed in September 2025 with Council's technical officials. Last correspondence was dated 11 July 2025. On 19 September 2025 Council's Environmental Officer had a site visit with the consultant of the developer. Further Action: None at this stage as the appointed environmental specialist is busy with assessment and confirmed such on 08 October 2025.
28 November 2024		
None.		

2.5. 2025

30 January 2025		
11.1.13	TANGENI SHILONGO NAMIBIA: APPLICATION FOR ADDITIONAL LAND 1. A PORTION OF ERF 9821, EXTENSION 38, SWAKOPMUND 2. ERF 8570, EXTENSION 31, SWAKOPMUND 3. ERF 9223, EXTENSION 34, SWAKOPMUND	Approval was obtained from the Ministry of Urban and Rural Development. Werner Erkes Trust is in the process of attending to the EIA, Geotechnical Report, and subdivision. Further Action: An application was submitted to the Engineering & Planning Services Department to attend to the subdivision.
27 February 2025		
None.		
01 April 2025		
None.		
29 April 2025		
None.		
03 June 2025		
None		
26 June 2025		
11.1.3	EXTENSION 38, SWAKOPMUND: OFFER TO	A meeting was held with representatives of NHE on 02 October 2025, and various issues were discussed. NHE

NATIONAL HOUSING ENTERPRISE	was reminded on 14 October 2025 to submit their official acceptance / proposals and propose a purchase price. Further Action: Once an official reply is received, the matter will be submitted to Council for approval of the conditions of sale and purchase price. Statutory processes will follow thereafter.
31 July 2025	
None.	
28 August 2025	
11.1.1 DEON HOTTO FOUNDATION: LAND ACQUISITION FOR SPORT FIELDS	A portion of Erf 9821 has been allocated to the applicant. Informed of Council's decision per letter dated 03 September 2025. Acceptance of the offer was received, and the required deposit was paid to proceed with the statutory processes. Further Action: Notice is being drafted for publication in terms of the Local Authorities Act, Act 23 of 1992, as amended, for possible public objection.
02 October 2025	
11.1.3 OMAVALA TRADING & ENTERPRISES: CURRENT STATUS OF AVAILABILITY OF LAND FOR THE CONSTRUCTION OF A UNIVERSITY	Also see July 2021 above. Executed the Council decision made on 02 October 2025 under item 11.1.3. Also see the October 2025 recorded below. Further Action: Await a reply from the developer regarding Council's decision above, whereafter the venture will be assessed by the Investment Coordination Committee for resubmission to Council.
11.1.9 UPDATE: APPLICATION FOR LAND FOR A FILM STUDIO: IMWE NAMIBIA HOLDINGS (NOW DESERT DUNES FILM STUDIOS NAMIBIA (PTY) LTD)	Executed the Council decision made on 02 October 2025 under item 11.1.3 in terms of which the application be forwarded to NIPDB for assessment. Once an assessment is received, the matter will be resubmitted to Council. Forwarded to the applicant and NIPDB on 13 October 2025. Further Action: Await assessment of due diligence by NIPDB, whereafter the matter will be submitted to Council for final consideration.
11.1.10 RESUBMITTED: OLUGA TRADING ENTERPRISE (PTY) LTD: CURRENT SITUATION REGARDING THE DEVELOPMENT OF A PORTION OF LAND LOCATED ON THE BANKS OF THE SWAKOP RIVER	Council's decision is executed on 07 October 2025. The entity must reply by 31 October 2025, whereafter the cost will be incurred to obtain an updated valuation to reconsider the purchase price. Further Action: Await written confirmation by 31 October 2025 from the entity of their intention and ability to proceed with the application. A current valuation is, in the meantime, requested from Council's valuer.

3. Large Projects Pending Submission to Council of November 2025

- 3.1 Status of Financing and Services installation to Extension 32, Swakopmund (Kramersdorf)
- 3.2 Status of Executing the High Court Settlement Agreement for Erf 4666, Swakopmund

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

RECOMMENDED:

That Council takes note of the status of the large projects approved since January 2021 until October 2025 and the further action required.

11.1.47

REQUEST TO REALLOCATE THE FUNDS FOR THE ESTABLISHMENT OF A MICRO SMALL AND MEDIUM ENTERPRISES DEVELOPMENT TRUST FUND TO HOST THE SWAKOPMUND MSME AWARD CEREMONY 2026

(C/M 2025/11/24 - 15/1/2/1)

Special Management Committee Meeting of 24 November 2025, Addendum **5.5** page **63** refers.

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

1. INTRODUCTION

This submission seeks Council's approval to reallocate the funds initially earmarked for the establishment of a Micro, Small, and Medium Enterprises (MSME) Development Trust Fund toward the hosting of the **Swakopmund Annual MSME Awards Ceremony in 2026**.

2. BACKGROUND

Council resolved on **25 June 2024** under item 11.1.9 as follows:

- (a) *That Council authorize the Economic Development Services Department to establish a Swakopmund Municipality Trust Fund to provide financial assistance to the MSME sector.*
- (b) *That due to legal requirements of registration of trust, the Economic Development Services Department be authorised to approach Council's lawyers to assist with the registration of the trust as well as drafting the agreement and all relevant legal documents in this respect.*
- (c) *That Council approve a budget provision of N\$500 000 as Council's annual contribution to the Trust Fund.*
- (d) *That Council approve the following sectors to be represented on the board of trustees of the Trust Fund:*
 - *Expertise from financial institutions*
 - *Expertise from an Institution of Higher learning (e.g, NIMT, NUST, etc.)*
 - *Expertise from Business chamber/ Business Support organisation (e.g SME Compete)*
 - *A representative of Council (i.e., the GM: EDS)*
- (e) *That the board of trustees be authorised to source external funds for the MSMEs trust Fund*
- (f) *That the Economic Development Office serve as a secretariat to the Board of Trustees.*
- (g) *That the Memorandum of Understanding (MOU) signed between the Dome and the Municipality of Swakopmund, which is set to expire at the end of June 2024, not be renewed, and the yearly sum of N\$500,000.00 be reallocated to the Swakopmund SME Trust Fund.*

Following this resolution, Council engaged Messrs Weder, Kauta, and Hoveka Incorporated (**Annexure "A"**) to assist in establishing the

Swakopmund Municipality Trust Fund. This entity was envisioned to be managed autonomously, legally constituted as a Trust, and governed by its own Board of Trustees to ensure independence and facilitate collaboration with partners. However, while this concept is attractive in theory, in practice, it poses serious governance and operational risks. Once legally established, the Fund would function independently of the Municipality's control, limiting Council's ability to direct or influence its operations or align it with broader municipal development priorities.

3. PROPOSED ALTERNATIVE INITIATIVE: ANNUAL MSME AWARDS CEREMONY

Considering the above challenges, the Economic Development Services Department proposes the establishment of the Annual MSME Awards as an alternative to the creation of a Trust Fund, while retaining the same developmental objectives.

The Swakopmund MSME Awards Ceremony will recognise and celebrate outstanding achievements among small and medium enterprises within the town. The initiative will highlight entrepreneurial excellence, innovation, job creation, and contributions to local economic growth. Awards will be presented across several categories, including innovation, business growth, sustainability, and social impact, offering MSMEs visibility, recognition, and opportunities to network with peers, industry leaders, and investors.

3.1 Definition of MSME

According to the **National Policy on Micro, Small and Medium Enterprises (MSME) in Namibia (2016-2021)**, MSMEs are defined as follows:

Category	Full-time Employees	Annual Turnover (N\$)
Micro Enterprises	1-10	0 - 300,000
Small Enterprises	11-50	300,001 - 3,000,000
Medium Enterprises	51-100	3,000,001 - 10,000,000

3.2 Modality and Proposed Structure

To encourage diversification and reduce reliance on a single sector, the Awards will recognise MSMEs across the following seven categories:

1. **Technical and Trade Industries**
2. **Sustainable Industries (e.g., Green Hydrogen initiatives)**
3. **Tourism (e.g., accommodation, events, sports, etc.)**
4. **Technology and Innovation**
5. **Oil and Gas**
6. **Manufacturing and Logistics**
7. **Creative Industries (e.g., music, art, culture, etc.)**

An **Inter-departmental Steering Committee** will be established to oversee the planning and logistics of the event. The committee's responsibilities will include:

- *Managing the nomination and selection process (online and offline);*
- *Engaging relevant stakeholders for support and partnerships.*
- *Planning the event logistics, invitations, and programme; and*

- *Finalising eligibility criteria with assistance from industry experts.*

3.3 Proposed Panel of Judges

An independent **panel of industry professionals** will be appointed to evaluate submissions and select winners. Awards will take the form of **seed capital**, such as equipment or tools, with a **maximum value of N\$50,000 per business**.

The judging panel will include representatives from:

- **Financial institutions.**
- **Institutions of higher learning.**
- **Business chambers/support organisations.**
- **Hospitality Association and Chamber of Mines; and**
- **A representative of Council (GM: EDS).**

The **Economic Development Office** will serve as the Secretariat to the panel.

3.4 Financial Implications

Council previously invested approximately **N\$1.5 million** into the Entrepreneurship Factory ("Business Box") over the past three years. Given that the factory has since gained external funding and that multiple business support organisations now offer capacity-building, it is proposed that Council shift its investment toward **direct enterprise support** through the MSME Awards. It is therefore proposed that Council allocate **N\$500,000.00** for the MSME Awards Ceremony.

- *Maximum award value: **N\$50,000 per applicant***
- *Number of awardees: **10 per annum***

The judging panel will also be encouraged to source **additional sponsorship** from their respective organisations.

3.5 Qualification Criteria

Eligibility requirements, thematic considerations, documentation, and selection criteria will follow the structured framework outlined in the annexed sections to ensure **transparency, fairness, and developmental impact**.

4. CONCLUSION

The **Swakopmund MSME Awards Ceremony** presents a practical and strategic alternative to the proposed Trust Fund, offering a simpler, transparent, and impactful mechanism to support and celebrate MSMEs. Through this initiative, Council can achieve its objectives of fostering entrepreneurship, creating jobs, and stimulating local economic growth.

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

RECOMMENDED:

That Council replace the resolution of 25 June 2024 under item 11.1.9 with the following resolutions:

- (a) That Council approve the reallocation of funds originally designated for the establishment of the Swakopmund Municipality Trust Fund to host the Swakopmund MSME Awards Ceremony 2026.**
 - (b) That Council approve an annual budget provision of N\$500,000.00 for the MSME Awards Ceremony, with a maximum award value of N\$50,000 per recipient, benefiting up to 10 MSMEs per annum.**
 - (c) That Council approve the establishment of an independent judging panel comprising:**
 - Expertise from financial institutions.**
 - Expertise from institutions of higher learning (e.g., NIMT, NUST);**
 - Expertise from business chambers/business support organisations (e.g. SME Compete);**
 - A representative from Council (GM: EDS); and**
 - The Economic Development Office as Secretariat.**
 - (d) That Council approve the formation of an Inter-departmental Steering Committee to manage planning, logistics, and execution of the event.**
 - (e) That the Steering Committee be mandated to seek external sponsorships and contributions from stakeholders to supplement the MSME Awards Fund.**
 - (f) That Council approve the following focus sectors for financial assistance:**
 - Technical and Trade Industries**
 - Sustainable Industries (e.g., Green Hydrogen initiatives)**
 - Tourism (e.g., accommodation, events, sports, etc.)**
 - Technology and Innovation**
 - Oil and Gas**
 - Manufacturing and Logistics**
 - Creative Industries (e.g., music, art, and cultural industries)**
 - (h) That Council authorise stakeholder engagements with relevant industry bodies, financial institutions, and business development organisations to strengthen implementation and ensure broad participation.**
-

DEED OF TRUST
THE SWAKOPMUND MUNICIPALITY MSME TRUST

ENTERED INTO BY AND BETWEEN

THE MUNICIPAL COUNCIL FOR THE MUNICIPALITY OF SWAKOPMUND
(Herein after referred to as the FOUNDER)

and

- | | |
|-------------------|----------|
| 1. (INSERT NAME) | ID. NO.: |
| 2. (INSERT NAME) | ID. NO.: |
| 3. (INSERT NAME) | ID. NO.: |
| 4. VILHO KAULINGE | ID. NO.: |

(hereinafter together with the Founder referred to as "the Trustees" or the "Parties" interchangeably")

PREAMBLE

WHEREAS the parties are desirous of constituting a trust to provide financial assistance to the Micro, Small and Medium Enterprises of Swakopmund and to administer in trust for the benefit of the beneficiaries' interests in businesses, companies, trusts, properties, investments and other assets as long term capital investments as the Trustees in their sole discretion may from time to time decide;

AND WHEREAS, the Founder wishes to create a trust for the purpose of establishing a trust fund for the benefit of the Beneficiaries, subject to the terms and conditions of this Trust Deed;

AND WHEREAS the aforementioned Trustees have declared themselves prepared to accept and to hold trust monies on behalf of the Beneficiaries subject to the terms and conditions of this Trust Deed and hereby confirm to act as the first Trustees of the Trust.

AND WHEREAS the Parties declared to contract and agree as follows:

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1. INTERPRETATION AND PRELIMINARY

The headings and clauses in this Trust Deed are for the purpose of convenience and reference only and shall not be used in the interpretation of the Trust, they do not modify nor amplify the terms of this Trust Deed, nor any clause hereof. Unless a contrary intention appears from the context –

1.1. words importing-

- 1.1.1. any one gender includes the other genders;
- 1.1.2. the singular includes the plural and vice versa; and

1.2. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –

- 1.2.1. **"the Act"** means the Trust Administration Act, 2023, Act 11 of 2023;
- 1.2.2. **"Assets"** or **"fund"** or **"trust assets"** or **"trust funds"** shall mean and include donations, money, immovable property, movable property any tangible or intangible monetary thing of value that is vested with the Trustees for the time being of the MSME Trust;
- 1.2.3. **"Donations"** means the donation referred to in clause 3 and; any monies, securities, shares, investments, properties or assets which may be acquired by the Trustees or which any person may donate or vest or cause to be vested in the Trustees as part and for the purposes of the trust and can be a gift in cash or in kind to any person, welfare organisation or charitable institution, including statutory authorities or other non-governmental organizations engaging in public benefit activities;
 - 1.2.3.1. any substituted assets held by the Trustees; and
 - 1.2.3.2. all dividends, interest and income arising from any monies, securities, investments, properties or assets held by the Trustees in that capacity;
- 1.2.4. **"Beneficiaries"** means the beneficiaries for the time being of the Trust which

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are discretionary and based on their Micro, Small and Medium enterprise status and persons who are unemployed but possess the necessary skills and technical knowledge or experience to enter the MSME sector but lack financial assistance or start-up capital which persons the Founder may propose but the decision to afford a grant shall ultimately vest with the Trustees. These may also relate to persons who are able to provide and contribute the required 10% funding for the seed capital to be dispatched, and those persons, as may from time to time be amended by simple majority decision of all Trustees;

- 1.2.5. "**Capital And Amount**" shall be given their widest meanings and shall include assets (things of value) or rights of any kind;
- 1.2.6. "**Commencement Date**" means, notwithstanding date of signature, the date upon which this Trust commences and is duly registered at the office of the Master of the High court of Namibia;
- 1.2.7. "**Company**" means, a company with the abbreviations (Pty) Ltd and a juristic entity duly registered and incorporated as such in accordance with the applicable laws of Namibia or the country of origin;
- 1.2.8. "**Donors**" means all persons, whether natural or artificial, including any public benefit organizations, which contribute to the funds of the Trust in view of attaining the Trust's objectives;
- 1.2.9. "**Donee**" means the natural or artificial person of any kind whatsoever to whom a donation or gift is made in cash or in kind;
- 1.2.10. "**Education**" shall include all formal and informal teaching at any tertiary educational institution and shall include board and lodging, travelling, books and such other issues as the Board of Trustees may decide.
- 1.2.11. "**Effective Date**" means the date of signature of this Trust Deed by the last signatory thereto in time;
- 1.2.12. "**FIA**" refers to the Financial Intelligence Act 13 of 2012
- 1.2.13. "**Founder**" refers to the Municipal Council for the Municipality of Swakopmund ;

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- 1.2.14. "**Interest**" shall mean in respect of a beneficiary their beneficial entitlement to a portion of the trust funds or the income thereof, whether it has vested or not, subject to the provisions of this deed.
- 1.2.15. "**Master**" means the Master of the High Court of Namibia;
- 1.2.16. "**MSME**" means and refers to Micro and Small Medium Enterprises;
- 1.2.17. "**Parties**" means the Trustees to this Trust Deed and may be used interchangeably with the word Trustees;
- 1.2.18. "**the Receiver**" means the Receiver of revenue under the auspices of Namibian tax legislation;
- 1.2.19. "**Trust**" means and or refers to the Swakopmund Municipality Micro, Small and Medium Enterprises Trust being the Trust to be established in terms of this Trust deed.
- 1.2.20. "**Trust Deed**" means this Trust Deed constituting and founding the MSME Trust;
- 1.2.21. "**Trustee**" shall mean the persons agreeing in terms of this deed to accept office as Trustees and their successors as Trustees for the time being acting in terms of this deed of which the first Trustees are the persons named as Trustees in clause 4 below means and also refers to any person appointed as a Trustee of the Trust in accordance with the provisions of the Trust Deed.
- 1.2.22. "**Trust's Bank Account**" shall bear the meaning ascribed thereto in Clause 24.
- 1.2.23. "**the Trust**" means the **THE SWAKOPMUND MUNICIPALITY MSME TRUST** as constituted by this Trust Deed and the abbreviated form thereof being the "Swakopmund MSME" Trust which shall have the corresponding meaning;
- 1.2.24. "**Value**" in regard to beneficial interests and voting shall mean the value of the respective interests of each beneficiary concerned in the trust's capital in equal portions and as agreed to by the Trustees if and when applicable.
- 1.3. If any provision in the abovementioned definitions is a substantive provision conferring

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rights or imposing obligations on any party, notwithstanding that such provision is only contained in this clause, effect shall be given thereto as if such provision were a substantive provision in the body of the agreement.

- 1.4. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 1.5. If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.6. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.7. The use of any expression in this Trust Deed covering a process available under Namibian law such as winding up or liquidation, shall , if any of the parties to this Trust Deed is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such defined jurisdiction;
- 1.8. The rule of construction is that, in the event of ambiguity, the agreement shall be interpreted against the party responsible for the drafting thereof and shall not apply in the interpretation of this Agreement.
- 1.9. This Agreement shall be interpreted and applied in accordance with the laws of Namibia and the High Court of Namibia will have jurisdiction in respect of any action that might be instituted in terms of this Agreement.

2. CREATION OF TRUST AND THE NAME OF THE TRUST

- 2.1. By way of the donation in the sum of N\$ 5000.00 ("the Capital") by the founder to the Trustees for the benefit of the beneficiaries, a discretionary trust is hereby created and the founder hereby appoints the Trustees whose names appear below in clause 4 as Trustees of the trust.
- 2.2. The Trust created in terms of this deed shall be known as the "**The Swakopmund Municipality MSME Trust**" and may be referred to in its abbreviated form as the "**MSME**

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Trust" (*"the Trust"*).

2.3. The Trust's commencement date is the date of signature appearing below.

3. DONATION

- 3.1. The founder hereby donates to the Trustees an amount of N\$ 5000.00 (One Thousand Namibia Dollars) which capital was pledged by Councillor Hafeni H Ngidipaya on behalf of the Hafeni Tourism Group upon establishment of the Trust. The capital shall comprise the Trust Fund together with any additions and accretions thereto from other legal sources. This donation is made and accepted by the Trustees for the purposes of the trust, and which donation shall be the initial fund of the Trust. These funds shall vest in the Trustees but are subject to the terms of this Trust Deed.
- 3.2. The Trust shall receive an annual contribution in the amount of N\$ 200,000.00 (Two Hundred Thousand Namibia Dollars) from the Council for the Municipality of Swakopmund.
- 3.3. Any subsequent additions to the trust fund, irrespective of the source from which such additions are derived, shall, if they are accepted by the Trustees, form part of the trust fund and be held and administered by the Trustees in Trust subject to the terms of the trust deed. The Trust funds shall be held in trust and utilized for the furtherance of the objectives of the Trust, subject to further conditions hereinafter set forth.
- 3.4. The trust property for all intents and purposes is monetary funds held by the Council for the Municipality of Swakopmund and subsequent donations for the advancement of Micro, Small and Medium Enterprises in Swakopmund and funds sourced by the Trustees whilst observing the purpose and import of this Trust. These monies shall be held separately in line with section 17 of the Act. The trustees must preserve and enhance the value of the trust property, so far as is reasonable and in compliance with the Act and this trust instrument.

4. TRUSTEES

4.1. The trustees appointed in terms of this Trust must represent the following sectors / instructions:

- 4.1.1. Financial Sector (expertise from financial instructions)

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- 4.1.2. Education Sector (expertise from accredited Institutions of higher learning (e.g. Unam, NUST, NIMT among others)
- 4.1.3. Business Sector (expertise from the Business Chamber / Business support organisations such as SME Compete)
- 4.1.4. Council representative (The duly appointed General Manager: Economic Development Services)
- 4.2. In compliance with clause 4.1. above The first Trustees of the trust shall be:
- | | |
|-----------------------|----------|
| 4.2.1. | ID. NO.: |
| 4.2.2. | ID. NO.: |
| 4.2.3. | ID. NO.: |
| 4.2.4. VILHO KAULINGE | ID. NO.: |

Who along with their acceptances of trust and signatures hereto accept their appointments as such.

- 4.3. Any of the Trustees may at any time retire from office by notice in writing to the sitting chairperson by lodging a copy of such notice at the office of the Trust.
- 4.4. The Trustees for the time being in office may appoint from amongst themselves an administrative trustee who shall be entitled to charge fees for services rendered to the trust in the amount of N\$ 1000.00 per year and/or as agreed to by the Trustees.
- 4.5. The Trustees accept office and subject to the terms of this deed and are hereby charged and vested with the administration and control of the trust assets.
- 4.6. Howsoever or in whatsoever manner the trust assets may be held or registered they shall be deemed to be held in trust for the account of the trust and at no time shall the Trustees acquire for themselves or their personal account any vested right in the Trust assets save insofar as a Trustee may himself be a beneficiary.
- 4.7. In the event that the number of Trustees falls below the required minimum of Trustees being 4, the remaining Trustees may acquire new assets but may not dispose of any assets until the required minimum number of Trustees will have been assumed or appointed.

5. DISQUALIFICATION OF TRUSTEES AND VACATING OF OFFICE

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5.1. Any person disqualified in terms of section 10 of the Act shall be disqualified to act as a trustee.

5.2. The following persons shall in and over the above clause 5.1. be disqualified from acting as Trustees:

5.2.1. Any person who would be disqualified from acting as a director of a company in terms of section 225 and section 226 of the Companies Act, 2004 (Act no. 28 of 2004) as amended or any corresponding statutory provision;

5.2.2. Any person removed from an office of trust on account of misconduct or breach of trust;

5.2.3. A person whose estate has been sequestrated and has not been rehabilitated;

5.2.4. A person who has been found to be a lunatic or is of unsound mind or has been declared incapable of managing his affairs; and/or

5.2.5. A person who has been convicted of a crime involving dishonesty or in connection with the promotion, management or formation of a company and is sentenced therefore to serve a term of imprisonment without the option of a fine or a fine exceeding N\$ 1,500.00 (One Thousand Five Hundred Namibia Dollars), and:

5.2.6. The office of Trustee shall be vacated if: -

5.2.6.1. The Trustee becomes disqualified in terms of clause 5.1. subject to the confirmation by the Trustees at a meeting to be convened for this purpose and upon a finding by a relevant authority; and/or

5.2.6.2. An application is filed for the sequestration of the Trustee's estate upon which a provisional order of sequestration is subsequently granted or an application is filed for the surrender of his estate or for an administration order or if he or she commits an act of insolvency as a defence in insolvency law for the time being in force or if he or she makes any arrangement or composition with his creditors generally; and/or

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5.2.6.3. He resigns his office by not less than 7 (seven) days' (or such shorter period as the remaining Trustees or Trustee may agree to) written notice to the remaining Trustees; and/or

5.2.6.4. A resolution is passed removing a Trustee from office.

6. BENEFICIARIES AND BENEFICIARY PARTICIPATION

6.1. Eligibility criteria

The beneficiaries are discretionary but the list below outlines the criteria for MSME's that may apply for consideration of a grant from the Trust. These are the beneficiaries must:

- 6.1.1. Be registered MSME's;
- 6.1.2. Have 100% Namibian ownership
- 6.1.3. Be Operational and based in Swakopmund
- 6.1.4. Provide an existing qualification of the business owner;
- 6.1.5. Provide Beneficial Ownership forms;
- 6.1.6. Qualifications of the business owner;
- 6.1.7. Exhibit wiliness to attend required training/ mentorship programme;
- 6.1.8. Submit the area of focus for the required funding
- 6.1.9. Must be involved in these listed MSME sectors
 - 6.1.9.1. Plumbing and pipe fitting;
 - 6.1.9.2. Joinery and Welding;
 - 6.1.9.3. Upholstery;
 - 6.1.9.4. Catering and baking;
 - 6.1.9.5. Printing and sign writing;
 - 6.1.9.6. Technical
 - 6.1.9.7. Urban Agriculture
 - 6.1.9.8. Information Technology (Online business)

6.2. The list above is not exhaustive and the Trustees may in their discretion include more industries or classifications and reduce or increase identified qualifying criteria as may be required to advance the objectives of the Trust.

6.3. The Beneficiaries may qualify for seed capital in the form of purchased equipment, tools, machinery and various items required for the advancement of the MSME. To qualify, a beneficiary must contribute 10% towards the seed capital. This ensures that the Trust remains revolving and sustainable long term and a contribution by the beneficiary ensures a personal investment from the beneficiary that will encourage the beneficiary to apply the equipment and

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or trust assets proactively towards its self-advancement.

- 6.4. The funds to be advanced and / or provided to the beneficiaries shall be advanced in the form of a grant.

7. OBJECTS OF TRUST

7.1. Primary Objectives

7.1.1. Financial Assistance to MSME

The primary object of the trust is to provide financial assistance to MSME's. These are businesses that may be identified by the Council of the Municipality of Swakopmund and endorsed by the Trustees as business engines that will propel Swakopmund's economic development and simultaneously address job creation in Swakopmund. These entities often face difficulties accessing financial opportunities. This financial assistance is broad and may include funding, mentorship training and enabling market access through financial contributions.

7.2. Secondary Objectives

7.2.1. The secondary objectives are to encourage entrepreneurship and innovation among MSME's and to aid in the development and sustainability of MSME sector in Swakopmund.

7.2.2. The Trusts objectives are to also assist MSME's in the creation of job opportunities, financial stability and overall wealth creation and management.

7.2.3. The Trust shall pursue the advancement of MSME's not only financially but also in the transfer of knowledge and skills through mentorship and capacity building for the Trust Beneficiaries.

7.3. Investments

In addition and without limitation, the Trustees may, in the benefit of the beneficiaries source and make investments, deal in procurement, joint ventures, acquire property and develop property or any lucrative business venture and participate in social responsibility programs and on which a reasonable profit can be expected for the benefit of the beneficiaries. The trust may also hold such interests in other businesses, companies and properties of all kinds as long term capital investments as the Trustees shall from time to time agree upon.

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7.4. Participation

The income of the trust shall be capitalized in the trust and be invested and or dealt with in a manner as decided by the Trustees for the benefit of the beneficiaries and in line with relevant legislation to meet the primary objective.

7.5. Retentions

Notwithstanding the foregoing the Trustees shall be entitled to set aside, as they may from time to time in their sole and absolute discretion, decide, a portion of the income for the purposes of repaying borrowed monies, for meeting contingencies, for creating reserves and generally for such purposes as the Trustees shall deem advantageous to the trust. Any amounts held in reserve shall be credited to the accounts of the beneficiaries in proportions as the Trustees may decide but shall not be claimable by them until the Trustees shall decide to pay out such amounts or the Trust shall terminate.

7.6. Sharing of losses and expenses

In the event of the trust incurring a loss or expenses such loss or expenses shall accrue to the Trust only.

8. TERMS AND CONDITIONS OF BENEFICIAL INTEREST

8.1. Extent of interest

The nature of the beneficiaries is discretionary. Each identified beneficiary shall only have interest in the Trust monies due to it as so selected by the Trustees unless otherwise directed by the Trustees. In the event of a variation in the interest of beneficiaries such variation shall be recorded in the form of an Annexure to the Trust Deed signed by all the beneficiaries and annexed to this deed.

8.2. Restriction on alienation of an interest

The interest of a beneficiary in this trust shall not be capable of being pledged or in any way encumbered, ceded, assigned, dealt with, disposed of or alienated whether voluntarily or as a result of attachment in execution, insolvency or death as the case may be save and except

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as provided in this clause 7 and no such pledge, encumbrance, cession, assignment, dealing, disposal or alienation (whether purported or accomplished) contrary to the provisions hereof shall have any legal effect or be recognized by the Trustees. A beneficiary for the purposes of this clause shall include (but without limitation) the executor and/or administrator and/or trustee of the estate testamentary trust of a deceased beneficiary, the trustee of any *inter vivos* trust established for the benefit of a beneficiary, the trustee of the insolvent estate of any insolvent beneficiary, the judicial manager or liquidator of any beneficiary which is a company and any other person entitled to exercise any rights in respect of the property of any beneficiary who is under any legal disability of any kind.

8.3. Continuance of liability

The cession or transfer of the interest of any beneficiary shall not relieve him from any liability or obligation imposed by him or assumed by him under or pursuant to the provisions of this deed save to the extent that the Trustees agree thereto.

8.4. Successors to be bound by this deed

Notwithstanding anything to the contrary contained in this deed no successors in title shall in any event be recognized or have any rights in place of a beneficiary until such successor in title shall undertake responsibility for the liability and obligation referred to in sub-clause 7.2 whether in addition to or in place of the beneficiary concerned and shall agree in writing to be bound in all respects by this deed.

8.5. Insolvency of beneficiary

Notwithstanding anything to the contrary contained in this deed in the event of the insolvency of a beneficiary he shall be deemed as at the date of the order of surrender, sequestration, or liquidation as the case may be to have offered his interest for sale to the other beneficiaries, if any, to purchase such interest at a fair price, payment of the purchase price to be in cash against cession or transfer of the interest concerned. The fair price for the interest, shall be determined by the value of the interest at the time and the Market value shall be determined by the Trustees.

8.6. Notwithstanding any other provision of this deed, if a beneficiary dies, the Trustees will pay out the interest accruing that beneficiary to their estate to be dealt with in terms of their will and or by intestate succession laws.

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9. DUTY TO APPOINT DIRECTORS

- 9.1. In every case in which the Trust is or shall be entitled or permitted to appoint a director to the board of directors or any private or public company, the Trustees may appoint one of their number, or any other person as such director and may remove such appointee and appoint another in his place from time to time. Any director's fees or other benefits of office accruing to such director may be retained by the person concerned for his own account on a scale of 70/30 percentage unless the Trustees otherwise direct.
- 9.2. The Directors so chosen shall operate on a rotational basis and each Trustee shall serve as a director on any company so elected.
- 9.3. In the event that such company as is contemplated in 8.1 owns agricultural land in Namibia or has the right to appoint the directors of a company which owns such agricultural land, the Trustees shall only appoint directors to such company with the consent of all the Trustees who are Namibian citizens.

10. REGULATION OF BUSINESS/PROCEEDINGS OF THE TRUSTEES

- 10.1. Subject to their giving effect to the provisions of the Trust Deed the Trustees shall in administering the Trust, adopt such procedures and take such administrative steps as they shall from time to time deem fit. The Trustees shall meet and otherwise regulate their business as the Trustees shall from time to time resolve, provided that the quorum for a meeting of Trustees shall be a simple majority of incumbent Trustees.
- 10.2. A resolution of Trustees signed by all the incumbent Trustees shall be valid and effective as if it had been adopted at a duly convened meeting of Trustees.
- 10.3. The decision of the simple majority of the Trustees shall be deemed to be the decision of them all.
- 10.4. In respect of all meetings of the Trustees:
- 10.4.1. A Trustee may at any time summon a meeting of Trustees on not less than 7 (seven) days' notice to the remaining Trustees, or on such shorter notice as may be agreed by all the Trustees. The notice shall specify the business to be dealt with

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at the meeting and, if possible, shall be accompanied by draft minutes of the previous meeting.

10.4.2. The Trustees shall meet together for the dispatch, adjournment and subject to the clauses under the 10.4. heading above, otherwise regulate their meetings as they deem fit;

10.4.3. The Trustees may participate in a meeting by means of a conference telephone or similar equipment by means of which all persons participating in the meeting can hear each other and any such participation in the meeting shall constitute presence in person at the meeting. Any resolution passed in this way shall, if subsequently reduced to writing and signed by the relevant Trustees, be as valid and effective as a resolution passed at a conventional meeting of the Board.

10.4.4. The Trustees shall from time to time elect a chairperson to hold office for one year and the chairperson shall chair all meetings of the Trustees provided that if the chairperson is not present at a meeting of Trustees, the Trustees present at that meeting shall elect a chairperson for that meeting.

10.4.5. In the event of any disagreement between the Trustees at any time, the decision of the simple majority shall prevail, save where otherwise provided in this Trust Deed. On the event of any equality of votes, the Chairperson shall have the deciding vote.

10.4.6. The Chairperson shall keep an attendance register and written minutes of the meetings of the Board of Trustees and shall minute all resolutions passed by the Board;

10.4.7. A Trustee shall recuse himself from any meeting or the applicable part thereof or other occasion when any matter is considered and/or decision taken the outcome of which will or may accrue to the advantage or disadvantage of the Trustee, his family, friend or business associate or any entity in which the Trustee has any direct or indirect interest.

11. POWER AND DUTIES OF TRUSTEES

The Trustees shall in their sole, absolute and unfettered discretion, deal with and invest the trust assets for the purposes of the trust and possess and enjoy all rights and powers

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necessary for such purposes. Without limitation of the general powers and discretions conferred on the Trustees, they shall, *inter alia* have the rights and powers which they may exercise in their sole, absolute and unfettered discretion, set out in Annexure "A" and "B" hereto.

12. PERSONAL INTERESTS OF TRUSTEES

The following shall apply to a Trustee having a personal interest in any Trust matter:

12.1. He or she shall disclose his/her personal interest to his/her co-Trustees at the commencement of the Board meeting;

12.2. The co-Trustees shall (in the absence of the Trustee with a personal interest) determine whether the Trustee with the personal interest may participate in deliberations and/or vote on the issue concerned or not; and

12.3. Should they be allowed to take part in deliberations and/ or exercise his/her vote, his/her personal interest in the matter concerned is irrelevant.

13. VOTING

Resolutions of the Trustees shall be carried by a simple majority of the Trustees present and voting according to value of interests which they represent by appointment at a meeting of which the Trustees shall have been given due notice and at which a quorum is present. In the event of an even number of incumbent Trustees they shall elect a chairperson from their rank amid them, such chairperson shall have a casting vote in the event of a tie of votes.

14. TERMINATION OF TRUST

14.1. Termination

The trust shall terminate upon such date as the Founder shall decide which decision shall be endorsed by the Trustees by a majority vote and in preservation of the Trust's objectives and Trustees mandate.

14.2. Distribution

Upon termination of the trust, the assets of the trust or the balance thereof, or the

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proceeds of those assets (in each case after the payment of all the trust's liabilities or the assumption thereof by the beneficiaries as the Trustees and the beneficiaries shall agree upon) shall be distributed to the beneficiaries or such other trusts or companies for the benefit of the discretionary beneficiaries, directly or indirectly in equal proportions. The Trustees shall realise the trust assets unless the resolution passed in accordance with subclause 14.1 directs otherwise.

14.3. Retention of books of account after termination

The appointed trustee/ nominated trustee shall retain books or things that serve as the proof of investment, safe custody, control, administration, alienation or distribution of trust property for a period of five years from the date that the Trust is terminated and or such longer period as may be legally prescribed and / or directions from the Master of the High Court.

15. SECURITY DISPENSED WITH

No Trustee, whether appointed under this deed or as a trustee pursuant to clause 4 shall be required by the Master of the High Court or any other authority to furnish any security of any nature whatsoever and in terms of section 13 of the Trust Administration Act, 2023 Act 11 of 2023. The Master is hereby directed to dispense with such security, if however, despite the foregoing, a Trustee is required at any time to furnish security, the cost of so doing may be recovered from the Trust.

16. ABSENCE OF TRUSTEE AND RESIGNATION OF A TRUSTEE

16.1. A Trustee who is absent from the forum of the Trust may delegate his authority to act as a Trustee to another Trustee for a specific period which authority does not need to be given by a power of attorney but must be in writing.

16.2. A Trustee may resign in terms of section 23 of the Trust Administration Act, 2023, Act 11 of 2023 by giving 30 days written notice to the Master and the Trustees and ascertainable beneficiaries. The resignation is subject to the section 23 of the Act.

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17. PAYMENT TO BENEFICIARIES

The Trustees shall be entitled in their discretion during the currency of the Trust to make payments to the beneficiaries of income or capital of the trust and in line with the resolutions from the Municipal Council for the Municipality of Swakopmund.

18. BOOKS OF ACCOUNT

- 18.1. The Trustees shall keep true and correct records and books of account of their administration of the trust in such manner and form as is necessary in order that the records and books shall at all times fairly reflect the position of the trust. There shall be recorded in such books and records, *inter alia*, any change of the trust assets from time to time, the income and all expenses applicable to the administration of the trust.
- 18.2. The Trustees shall not be bound to file any liquidation, distribution or administration accounts with any officer, official, or person except insofar as they may be obliged to do so under the provisions of any Namibian law.
- 18.3. The Trustees must comply with section 20 of the Act and keep up to date records at six month intervals.
- 18.4. The auditors shall have the right of access at all times to the books of account, vouchers and records of the Trust, and shall be entitled to require from the Trustees such information and explanations as may be necessary for the performance of the duties of Auditors. The trustees must ensure that they appoint accountants and auditors that comply with section 29 of the Trust Administration Act, 2023 Act 11 of 2023.
- 18.5. The Trustees shall within 9 (nine) months after the end of a Financial Year consider and approve the accounts of the preceding Financial Year. The financial year shall end on 28 February each year.
- 18.6. The trustees shall comply with the Financial Intelligence Act 13 of 2012 and its regulations in respect of the banking and books of accounts to be kept and held by the trust and more especially when engaging accountable institutions referred therein.
- 18.7. The Trustees shall cause the preparation of annual financial statements of the Trust to be prepared. The annual financial statements shall be submitted to the Master on or before the end of September each year.

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- 18.8. The books of account shall be kept and held at the offices of the registered accountant and / or at the registered address of the Trust being _____ Republic of Namibia as our collective domicilium address and of the trust.

19. REMUNERATION AND EXPENSES

- 19.1. The Trustees hereby agree to act in that office for no remuneration paid for these services from time to time in the discretion of the Trustees and they undertake to carry out the terms, conditions and stipulations contained in this deed.
- 19.2. The Trustees may however in terms of section 25 of the Act receive remuneration for their official duties which amount may only be confirmed by the Founder and which remuneration must not exceed the prescribed amount as will be added as addendum to this deed of Trust where the case so arises.
- 19.3. The Trustees shall however be entitled to reimburse themselves and pay and discharge out of the income or capital of the Trust all expenses necessarily incurred in or about the execution of the Trust and the carrying out of the powers conferred upon them which approval shall be granted and approved at a meeting of the board of trustees and shall be writing in terms of section 25(3)(a) of the Act.
- 19.4. Notwithstanding any of the provisions of this deed, a Trustee shall be entitled to act in his professional or any other capacity and perform professional or other services for the trust and to charge to and be paid by the trust his reasonable fees or remuneration therefore and pursuant to such approval by all the Trustees prior to the rendering of those services and incurring of those expenses and/or disbursements.
- 19.5. Remuneration of trustees (if any) must be in line with section 25 of the Trust Administration Act, 2023 Act 11 of 2023.

20. TAXATION

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- 20.1. All taxes which may be levied by any government or other competent authority or the Trustees or on the trust assets shall be paid out of the trust assets or the income therefrom and a proper record of the paid taxes shall be kept and retained by the Trustees and / or the elected accountant/auditor as the Trustees may decide.
- 20.2. If any donor or beneficiary is taxed on any income received by or accrued to the trust, the Trustees shall in their discretion, pay the tax assessed on such income out of the trust fund and in the event of the donor having already paid the assessed taxes, refund the donor if they so agree.
- 20.3. The Trust shall register with the Namibia Revenue Agency in Windhoek.
- 20.4. Trustees must, within seven months after end of the financial year of the trust-
- 20.4.1. prepare or cause to be prepared the annual tax returns of the trust and submit it to the Namibia Revenue Agency; and
- 20.4.2. submit a tax clearance certificate or confirmation that the trust is not liable for any tax from the Namibia Revenue Agency to the Master, even if the trust is dormant, unless extension has been granted by the Master in the prescribed form and manner and in line with section 19 of the Act.

21. POWER TO REVOKE AND AMEND

- 21.1. The provisions of this deed may be amended at any time, provided that such amendment shall have been agreed to in writing by:
- 21.2. The Founder;
- 21.3. The Trustees then in office, whose agreement shall be unanimous;
- 21.4. The Founder of the Trust shall have the power to amend or revoke any provision of this Trust, and any provision of the Trust may be revoked or amended and new provisions may be introduced by a resolution of the Trustees supported by a simple majority of the Trustees then in office, if such Trustees are of the opinion that such revocation, amendment or addition will benefit the Trust, or is necessary to enable them to achieve any objective consistent with the purpose of this Trust as set out above.

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22. DELEGATION OF POWERS

The Trustees shall at all times be empowered to employ an attorney or other agent to transact all or any business of whatsoever nature required or permitted to be done in pursuance of this Trust Deed and they shall be entitled to be allowed and paid all charges and expenses so incurred and shall not be responsible for the default or negligence of any such attorney or agent or for any other loss occasioned by reason of his employment.

23. CONTRACTS WITH TRUST

23.1. A Trustee may not enter into or have any interest in any contract with the trust. In the event that such an interest does arise, it must be duly declared for consideration of the Trustees if the interest of the trustee concerned shall, prior to the conclusions of the contract, have been disclosed by him to the other Trustees.

24. SEVERABLE PROVISIONS

Each of the provisions of this deed shall be regarded as distinct and severable from the other provisions thereof and shall be given effect to as such notwithstanding the manner in which it has been grouped together or linked grammatically with any other provision of this deed. If any one or more of such provisions is found by any court of competent jurisdiction to be invalid or unlawful or unenforceable for any reason, such finding shall in no way effect any of the other provisions which shall continue to be of full force and effect.

25. BANKING ACCOUNTS OF THE TRUST

The Trustees shall deposit all amounts received by the Trust which are not invested elsewhere in an account to be opened with _____ at the Swakopmund Branch or such other Bank and Branch as the Trustees by majority decision may elect. The Trust's Banking Account shall be opened and maintained in the name of the Trust.

26. AUDIT

It shall not be required that the financial records of the trust be audited unless the Trustees so resolve.

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27. PROFESSIONAL SERVICES

27.1. The Trustees shall have the right to make use of the services of professional persons in so far as such services are deemed to be necessary or desirable for the purposes of the trust.

27.2. The Trustees may from time to time employ and if they see fit act upon the advice of any investment adviser and the Trustees shall not be responsible for any loss occasioned by reason of their having acted or failed to act upon advice received from any such adviser.

28. PERSONAL LIABILITY OF TRUSTEES

28.1. A Trustee shall not be personally liable for any loss the trust may suffer irrespective of the reason for such loss, unless such loss resulted from a dishonest act committed by a Trustee. A Trustee shall not be liable for a dishonest act committed by a co-trustee unless there was collusion between the Trustees, or he was privy thereto.

28.2. The Trustees shall be indemnified out of and by the trust fund against all claims and demands of whatsoever nature that may be made upon them arising out of the exercising of powers conferred upon them by this trust deed subject to section 16 of the Act.

29. MARRIAGE SERVITUDE

All benefits accruing to a beneficiary in terms of this trust deed shall for all purposes be excluded from any community of property or community of profit and loss and, in the case of female beneficiaries, from the marital power which may arise from any marriage between such a beneficiary and her spouse.

30. JURISDICTION FORUM AND PROPER LAW

The trust is established under the present laws of the Republic of Namibia, the proper law of the trust, and, without prejudice to any transfer of the forum of administration of the trust and to any change in the proper law of the trust, the rights of all parties and the construction and effect of each and every provision hereof shall be subject to the exclusive jurisdiction of and construed only in accordance with the laws of Namibia.

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31. WAIVER OF BENEFITS

Any beneficiary or Trustee of this trust shall be entitled to waive any benefit or right emanating from this deed, actively or retrospectively, and upon such waiver such benefit or right shall cease to exist and shall not be enforceable by that beneficiary or Trustee in question. Such waiver may include a waiver of benefits to his heirs in terms of the laws of testate or intestate succession which may apply.

32. ACCEPTANCE BY TRUSTEES

We, the undersigned, whose names are recorded in clause 4 above:

32.1. Each hereby declares as follows:

32.1.1. We accept my appointment as Trustee of this trust and hereby acknowledge that the donation referred to in clause 4 of the trust deed has been received by us.

32.1.2. We are aware of the legal responsibilities and duties of Trustees in their administration of a trust and undertake to abide thereby.

32.1.3. We undertake to act jointly in the exercise of our powers, duties and in the performance of our functions.

32.2. We undertake:

32.2.1. to open a bank or building society account for the trust and to deposit all monies forming part of the trust fund on that account;

32.2.2. to advise the Master of the High Court or similar office in the jurisdiction of the forum of the trust on such trust matters and to furnish him with such information concerning the affairs of the trust as he may be entitled to.

32.3. We, the Trustees accept the domicilium address as _____ Republic of Namibia as our collective domicilium address and of the trust. We undertake to notify the Master of any change in address as is required by the Act.

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33. COUNTERPARTS

This Trust Deed may be signed in counterparts and the copies signed in counterpart shall constitute the whole agreement.

THUS, DONE AND SIGNED at WINDHOEK on this _____ day of October 2024 in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____

2. _____

MR A BENJAMIN
ON BEHALF OF AND IN HIS CAPACITY AS
THE CHIEF EXECUTIVE OFFICER FOR
THE MUNICIPALITY OF SWAKOPMUND

THUS, DONE AND SIGNED at WINDHOEK on this _____ day of OCTOBER 2024 in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____
(INSERT WITNESS NAME)

(INSERT NAME)
TRUSTEE

2. _____
(INSERT WITNESS NAME)

(INSERT NAME)
TRUSTEE

3. _____
(INSERT WITNESS NAME)

(INSERT NAME)
TRUSTEE

4. _____
(INSERT WITNESS NAME)

(INSERT NAME)
TRUSTEE

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ANNEXURE A**POWERS AND DISCRETIONS OF THE TRUSTEES**

1. Save as otherwise provided for herein, to deal from time to time with the Trust Fund to achieve the objectives of the Trust and as they in their Discretion may deem to be in the best interest of the Trust and for that purpose to exercise all powers relative thereto as if they were the absolute owners of the Trust Fund, and the Trustees decision and actions, shall be conclusive and binding on all Beneficiaries;
2. Subject to the clauses in the deed, appoint and or confirm appointment of any Trustee, through a majority vote of the Board;
3. To open and operate any banking account and/or building society account in the name of the Trust and to draw and issue cheques and to receive cheques, promissory notes and/or or bills of exchange, and to endorse any of the same for collection by the bank and/or building society at which the said account was opened.
4. To buy or sell movable, immovable or incorporeal property of whatsoever nature, and to sign and execute any agreement or deed of sale in relation thereto, and to sign and execute all requisite documents and to do all things necessary for the purpose of effecting and registering, if need be, transfer according to law of any such property, whether movable, immovable or incorporeal, bought or sold by the Trustees.
5. To buy, sell and/or exchange shares, stocks, debentures, debenture stock, units, promissory notes, bills of exchange and other negotiable instruments and documents of any kind, and to do all things requisite and sign all documents requisite to acquire or, as the case may be, to give transfer and title thereto.
6. To source external funding from captains of industry and other sources for the

Initials

advancement of the Trust's objectives.

7. To lend money on such terms and conditions and at such interest (or without interest) and to such persons including, but not by way of limitation, any beneficiaries, as the Trustees may (in their discretion) determine, and either with or without security or upon such personal suretyships and/or guarantees, as the Trustees may (in their discretion) determine, and to sign and execute all requisite documents and to do all things necessary for the effecting and registration of any such security.
8. To vary any investment made in terms hereof by realizing the same and/or by substituting therefore any other investment which the Trustees in their discretion may deem fit.
9. To borrow money on such terms and conditions and at such interest and from such persons as the Trustees may (in their discretion) determine, and either without security or upon such security of movable or immovable property or such personal suretyships and/or guarantees as the Trustees may (in their discretion) determine, and to sign and execute all requisite documents and to do all things necessary for the effecting and registration of any requisite instrument of debt and of any such security.
10. To mortgage, pledge and/or hypothecate any movable, immovable or incorporeal property forming part of the trust fund, and for the purpose of any such mortgage, pledge or hypothecation to sign and execute all requisite documents and do all things necessary for effecting and registering the same.
11. To let, either by written agreement of lease or otherwise, improve, alter or maintain any immovable property belonging to the trust or any improvements thereon.
12. To collect and receive rents, and, if necessary, cancel any lease or other tenancy and take all legal proceedings for ejectment or otherwise in connection with such lease or other tenancy or the cancellation thereof.
13. In the name of the Trust to sue for, apply for in court, recover and receive all debts or sums of money, good, effects, rights and things whatsoever, which may become due, owing, payable or belonging to the trust and to bring sequestration, liquidation and judicial management proceedings against any party.

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14. In the name of the Trust to institute, sue, defend, oppose, adjust, settle, compromise or submit to arbitration all accounts, debts, claims, demands, disputes, legal proceedings and matters which may subsist or arise between the foundation and any person, persons, company, corporation or body whatsoever, and for the purposes aforesaid to do and execute all necessary acts, documents or instruments.
15. To attend all meetings of creditors of any person or persons, company, corporation or body corporate whatsoever indebted to the foundation whether in insolvency, liquidation, judicial management or otherwise, and to vote for the election of a trustee or Trustees and/or liquidators and/or judicial managers as also to vote on all questions submitted to any such meeting of creditors and generally to exercise all rights accruing to a creditor.
16. To exercise the voting power attached to any shares, stocks, debentures or units, in such manner as they may deem fit, and to take such steps or enter into such agreements with other persons as they may deem fit, for the purposes of amalgamation, merger or, or compromise in or of any company in which the shares, stocks, debentures or units are held.
17. To exercise and take up or to sell and realize any rights of conversion or subscription attaching, accruing or appertaining to any shares, debentures or units forming part of the trust fund.
18. To cause, in the case of any company or unit trust scheme which is precluded by its articles of association or trust deed or which refuses to transfer any shares, debentures or units forming part of the trust fund into the names of the Trustees as such, the transfer of the said shares, debentures or units into their own names or into the name or names of any one or more of them; without limiting the rights of the Trustees to hold any of the assets of the trust fund in their own names should they consider that to be necessary, desirable or expedient.
19. To guarantee the obligations of any person whatsoever and to bind the trust as surety for and co-principal debtor in solidum with any person whatsoever and as collateral security for any obligation undertaken by the trust in terms hereof, to mortgage, pledge or hypothecate, as hereinbefore provided, any asset forming part of the trust fund.

Initials

20. To give receipts, releases or other effectual discharges for any sum of money or thing owing or recovered.
21. To engage the services of professional practitioners of whatsoever nature, and tradesmen of whatsoever nature including Trustees in such professional capacity, for the performance of work and rendering of services necessary or incidental to the affairs of the trust and to remunerate them, therefore.
22. To pay out of the trust fund all debts incurred on behalf of the trust by the Trustees in the exercise of their powers in terms hereof.
23. To make such donations, grants or subventions to anybody, person or trust either from the income or capital of the trust fund as the beneficiaries may agree to in writing.
24. To accept on behalf of the trust all or any donations from any person whatsoever subject to all the terms and conditions of this deed of trust, with such amendments, variations or additions as may be stipulated in the documents, if any, creating any such donation.
25. To enter into any of transactions aforesaid including, specifically, without diminishing the generality of the foregoing, the purchase on sale of any movable, immovable or incorporeal property, the lending or borrowing of money and/or the furnishing or obtaining of suretyships and/or guarantees with or in favour of Trustees or any of them and/or any company, firm, business, partnership or venture with or in which they or any of them are associated and without any necessity for any court order to sanction or approve any such transaction.
26. To enter into any partnership, joint venture or other association with any person, firm or company for the doing or performance of any transaction or series of transactions within the sole and unrestricted discretion of the Trustees in terms hereof.
27. To do all or any of these things and to exercise all or any of these rights and powers in Namibia or in any other part of the world.
28. To determine whether any surplus on the sale of any asset of whatsoever description and whether movable or immovable and/or the receipt of any funds or assets

Initials

whatsoever by the trust be regarded as income or capital of the trust fund and to revise any such decision taken by them.

29. To expend trust funds on maintenance, construction, improvement, alteration, rates, taxes, insurance premiums and other charges in and pertaining to any immovable property.
30. To allow any person to occupy any buildings belonging to the trust, free of charge.
31. To pay all expenses incurred in connection with the administration of the trust fund and the business, ventures and programs of the foundation;
32. To employ any person in any of the ventures, businesses, programs or administration of the trust and to remunerate such employees from funds administered by the trust including traveling and other expenses which may necessarily be incurred by such employees.
33. To appoint an agent or agents with or without the power of substitution to represent them for any specific purpose.
34. To exercise or cause to be exercised such further powers, including the right to take out such insurance as they, in their sole discretion, may consider necessary to carry out the objects of this trust.
35. To contribute to the cost or expense of any such operation, venture, instance, organization, individual or activity which the Trustees may determine (in their sole discretion) to be in the interest of the trust or the people of Namibia) whether a return of income on such expenditure may reasonably be foreseen or not.
36. To found, acquire, control or conduct any trust, company, business, venture or program in any part of the world for the purpose to obtain fulfilment of directly or indirectly any one or more of the objects of the trust or to preserve, protect, enhance or increase the trust fund or any asset thereof.
37. Notwithstanding anything hereinbefore recorded, the Trustees shall in relation to the trust fund and the property of the trust have all the same powers as a natural person

Initials

acting as the beneficial owner of such property and without prejudice to all statutory powers and immunities have the powers and immunities set out herein provided that the Trustees shall not exercise any of their powers contrary to the objects of the trust.

38. The Trustees shall not be bound to maintain a balance between income and capital nor shall they be under any obligation to diversify the investments in the trust fund.
39. If the trust fund shall include any shares or other interest in a company the ownership of which gives to the Trustees the right in any circumstances to control the affairs of the company or of any of its subsidiaries the Trustees shall be under no liability or duty to appoint any representative to the board of the said company or of any of its subsidiaries and further shall have no responsibility to enquire into, oversee or take part in the management or affairs or business of the company or any of its subsidiaries.
40. In the event of any probate, succession, estate or other duties or fees or of any taxes upon capital income or wealth or of any other taxes of whatsoever nature and wheresoever arising becoming payable in any part of the world in respect of the trust fund or any part thereof on in respect of any property transferred by or to or under the control of the Trustees, the Trustees may pay all or any part of such duty fees and taxes out of the trust fund and shall have entire discretion as to the time and manner in which the said duty fees and taxes shall be paid (whether or not any such payment shall be capable of being enforced by law) and no person interested therein shall be entitled to make any claim whatsoever against the Trustees by reason of them making such payment.
41. The Trustees shall be entitled to act or to be appointed, for remuneration or otherwise as agent or trustee for any other person, institution, corporation or body, corporate or incorporate, for any such purpose as the Trustees in their sole discretion may deem fit and to the benefit of the trust.
42. To accept in trust any property or fund, and administer same for remuneration or otherwise as the Trustees may deem fit and to the benefit of the Trust.
43. The Trustees may effect any policies or insurance upon the life of any person (subject to the Trustees having an insurable interest therein) and may apply the whole or any part of the trust fund or the income thereof in the payment of any premiums for

Initials

effecting or maintaining any such policies and may maintain, surrender, exchange or convert any such policy or exercise any option pertaining thereto or otherwise deal with any such policies as if the Trustees were absolutely and beneficially entitled thereto.

44. The Trustees may apply the whole or any part of the trust fund or the income thereof for the purchase of annuities.
45. The Trustees may at any time and in any part of the world and either alone or jointly with any other person form or incorporate or cause to be formed or incorporated any company or corporation aggregate whether or not with limited liability and with such objects, powers, rules, articles and regulations as the Trustees shall in their discretion think fit and may vary or amend any of such objects, powers, rules, articles and regulations or if the Trustees shall think fit as aforesaid may effect the reconstruction of any such company or corporation or its amalgamation with some other body or may put it into liquidation.
46. The Trustees may trade either alone or in partnership or in other association of any nature with any persons either within or without the jurisdiction of the proper law.
47. The Trustees may act as director or other officer or employee of any company in which any part of the trust fund may be invested either within or without the jurisdiction of the proper law and may retain any fees or other remuneration received in respect of any such directorship, office or employment notwithstanding that it is held by virtue of votes attaching to the Trustees holding any shares or stock in such company.
48. The Trustees may sell or transfer to any company or trust the trust fund or any part thereof in consideration for the issue to the Trustees of shares, stock, debentures or debenture stock on the payment of cash or otherwise whether the same be issued transferred or payable immediately or by instalments and any such shares, stock, debentures or debenture stock, cash or other property whatsoever received by the Trustees in consideration for such transfer shall be held by them as forming part of the capital of the trust fund.
49. Where the Trustees are authorised or required to pay transfer or apply any income moneys or other property to or for the benefit of any person who is a minor or otherwise not of full capacity the Trustees may pay on transfer the same to any parent guardian

Initials

or curator of such person without seeing to the application hereof or apply the same in such manner as may be directed in writing by such parent, guardian or curator and the receipt of such parent, guardian or curator shall be a sufficient discharge to the Trustees for any income, moneys or other property so paid, transferred or applied and in the event that any such person has under the law of his domicile reached the age of legal capacity the Trustees may pay or transfer the same to such person or apply the same in such manner as may be directed in writing by such person and the receipt of such person shall be a sufficient discharge to the Trustees for any income, moneys or other property so paid, transferred or applied.

50. The expenses in connection with the preparation, establishment, amendment and administration of this instrument, of the investment and re-investment of any part of the trust fund and the collection of income and other sums derivable therefrom may be paid out of the trust fund and may be charged against capital or income or partly out of one and partly out of the other at the discretion of the Trustees.

51. Where investments are made in a company, Unit Trust Scheme or other entity whose Articles of Association or regulations prohibit the registration of such investments in the name of the trust, then in that event, the investment may be held by the Trustees in their personal names on behalf of the trust, or in the name of a nominee or nominee company, as the Trustees may see fit. The Trustees shall always retain 1/3 of the Trust's Assets. The Trustees shall hold such assets in their capacity as Trustees of the trust or as nominees of the trust, and there shall be attached to the documentation a declaration by the Trustees of their non-interest in the particular asset.

52. To make interim distribution of capital or income to beneficiaries of the trust in such circumstances and at such times, and in such form as the Trustees may deem fit.

53. With the consent of all the beneficiaries.

53.1. To purchase from any beneficiary his interest in the trust or any part thereof.

53.2. To sell to any person an interest in the trust.

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Annexure B

(These duties are extrapolated from section 14 of the Act)

Duties of trustees

- (1) A Trustee must in the performance of his or her duties and the exercise of his or her powers act with the care, diligence and skill which can reasonably be expected of a person who manages the affairs of another.
- (2) Despite the generality of subsection (1), a Trustee must:-
- a) know the terms of this Trust Deed;
 - b) act in accordance with the terms of the trust instrument;
 - c) act honestly and in good faith;
 - d) hold or deal with trust property and act for the benefit of the beneficiaries or to further the permitted purpose of the trust;
 - e) exercise the trustee's powers for a permitted purpose;
 - f) not exercise a power of a trustee directly or indirectly for the trustee's own benefit, except where-
 - i. the trustee exercises powers to the benefit of the trust beneficiaries and furthers the objects of the Trust;
 - ii. the direct or indirect benefit is disclosed to all trustees; and
 - iii. all trustees consent to such benefit in writing;
 - g) consider regularly whether he or she should be exercising any of the powers conferred on him or her in relation to the Trust;
 - h) avoid a conflict between his or her interests and the interests of the Trust or any of the beneficiaries of the Trust;
 - i) treat all beneficiaries in accordance with the terms of the Trust Deed; and
 - j) not take remuneration or reward in his or her capacity as Trustee except the remuneration and expenses contemplated in section 25 of the Act.

Initials

11.1.48

REQUEST FOR A DISCOUNT AT THE MUNICIPAL BUNGALOWS - NAMIBIA INSTITUTE OF MINING AND TECHNOLOGY (NIMT)

(C/M 2025/11/24 - 15/2/7/1/2)

Special Management Committee Meeting of 24 November 2025, Addendum 5.6 page 99 refers.

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

This submission serves to inform Council that the Namibia Institute of Mining and Technology (NIMT) will be participating in the upcoming soccer event scheduled to take place in Swakopmund. Considering their involvement in this tournament, NIMT is requesting Council's consideration for a discounted accommodation rate at the Municipal Rest Camp. The purpose of this request is to ensure that the team is adequately accommodated and able to participate effectively, considering their limited financial resources and the importance of their representation at this event.

BACKGROUND

NIMT initially submitted a request to the Economic Development Services Department seeking accommodation for their soccer team at the Municipal Bungalows. In accordance with the Council-approved discount policy, a provisional discount of 10% was granted, reducing the original payable amount from **N\$14,700.00** to **N\$12,494.00 (Annexure "A")**, for the duration of 21 November 2025- 23 November 2025.

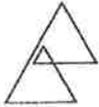
Due to financial constraints, NIMT has since appealed for an increased concession and is now requesting a 50% discount, which would reduce the total payable amount to N\$7,350.00.

PROPOSAL

The matter was referred to the Office of the Chief Executive Officer for further guidance. The Chief Executive Officer has recommended that the requested 50% discount be approved, considering the circumstances presented by NIMT and their limited resources. The recommendation is subject to the matter being tabled before the next Management Committee meeting for condonation and formal approval.

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

- (a) That approval be granted to the Economic Development Services Department to apply a 50% discount to the Namibia Institute of Mining and Technology (NIMT) in respect of booking no: 217106, for the duration of 21 November 2025- 23 November 2025.**
 - (b) That the 50% discount be applied strictly to the initial total amount of N\$14,700.00, and that should this amount be amended, the discount shall be renegotiated and subjected to renewed authorization.**
-


NAMIBIAN INSTITUTE OF MINING AND TECHNOLOGY

Head Office:
Private Bag 5025
Swakopmund
Namibia
22001
Tel: (064) 511 800
Fax: (064) 510 369
E-Mail: ho@nimt.edu.na

NBCT:
Private Bag 5025
Swakopmund
Namibia
22001
Tel: (064) 511 900
Fax: (064) 510 369
E-Mail: nbctho@nimt.edu.na

NET:
Private Bag 5025
Swakopmund
Namibia
22001
Tel: (064) 511 800
Fax: (064) 510 369
E-Mail: netho@nimt.edu.na

NNC:
Private Bag 2009
Tsumeb
Namibia
43001
Tel: (067) 224 500
Fax: (067) 221 714
E-Mail: nncho@nimt.edu.na

NSC:
Private Bag 2141
Karasburg
Namibia
52001
Tel: (063) 227 600
Fax: (063) 222 101
E-Mail: nscho@nimt.edu.na

Date: 29 October 2025

To: The Worshipful Mayor
Swakopmund Municipality
P.O. Box 53
Swakopmund, Namibia

From: NIMT Sports Committee

Subject: Request for Sponsorship of Accommodation at Swakopmund Municipality Bungalows for NIMT Intermines Participation

Dear Worshipful Mayor,

On behalf of the Namibian Institute of Mining and Technology (NIMT), I am writing to kindly request sponsorship of accommodation at the Swakopmund Municipality Bungalows for our staff and trainees who will be participating in the upcoming Intermines Sports Tournament.

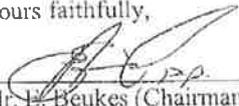
The Intermines Tournament is an annual event that brings together employees and trainees from various mining institutions across Namibia to engage in sports such as soccer, netball, volleyball and chess. This event fosters teamwork, wellness, and social interaction among participants from different mining sectors.

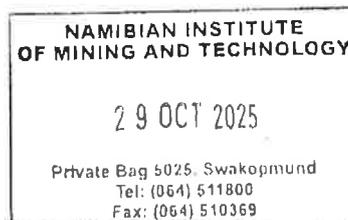
NIMT will proudly represent our institution in these sporting codes and, as such, we seek the support of the Swakopmund Municipality in providing sponsored accommodation for our team during the duration of the tournament. The sponsorship will greatly assist us in reducing costs and ensuring that our participants are well accommodated as they represent both NIMT and the coastal town of Swakopmund with pride.

We deeply appreciate the Municipality's continuous support toward community initiatives and youth empowerment, and we believe this collaboration will further strengthen the relationship between NIMT and the Swakopmund Municipality.

We thank you in advance for your consideration of our request and look forward to a positive response.

Yours faithfully,


Mr. H. Beukes (Chairman)
NIMT Sports Committee
Namibian Institute of Mining and Technology (NIMT)



Swakopmund Municipality Bungalows

Cnr Hendrik Witbooi & Swakop st, Swakopmund, Namibia
 Phone +264(64) 4104618/9 / +264(64) 4104621
 Fax: +264(64) 4104130 E-mail: restcamp@swkmun.com.na
 Tax Reg. No VAT 0687546-01-5



NIMT
 elzene.davis@nimi.edu.na

Booking Confirmation

Date	11 Nov 2025 16:40
Booking Reference	217106.1
Status	Confirmed
Tax Number	
Staff	Christina Kuaima
	1 of 2

Accounts: [6209555][217106.GM] NIMT

Detail	Inclusive
21 Nov 2025 — 23 Nov 2025, Unit type SA-BRANDBERGB SMB BRANDBERG B, Bookings 6, Adults 24, Children 0, 6 x 4-PAX	N\$14 700.00
Deposit schedule 217106.1 N\$1 225.00 by 25 Sep 2025	
Deposit schedule 217106.2 N\$1 225.00 by 25 Sep 2025	
Deposit schedule 217106.3 N\$1 225.00 by 25 Sep 2025	
Deposit schedule: 217106.4 N\$1 225.00 by 22 Oct 2025	
Deposit schedule: 217106.5 N\$1 225.00 by 22 Oct 2025	
Deposit schedule 217106.6 N\$1 225.00 by 27 Oct 2025	
	N\$14 700.00

VERY IMPORTANT:

- Please read our Booking conditions.
- Full payment is required for all reservations upon arrival.
- A compulsory key deposit is payable in cash upon arrival;**
N\$200.00- Fish, Gecko, Dunes, Welwitschia & Splizkoppe Resthouses
N\$300.00- Brandberg & Moon Valley Resthouses
The key deposit is refundable in cash upon check-out: CHECK OUT TIME IS 10:00
- Please take note of the deposit due date. Bookings will be deemed cancelled if no payment is received before or on that date.
- In order to guarantee your reservation you have to fax /email your proof of payment with the NAME and BOOKING NUMBER clearly indicated.**
- Prices are subject to change without prior notice.
- Cancellation rules :**

+30 days before arrival	10% of booking value shall be forfeited
30-15 days before arrival	25% of booking value shall be forfeited

11.1.49 **REQUEST FOR FUNDS TRANSFER (ECONOMIC DEVELOPMENT SERVICES DEPARTMENT)**
(C/M 2025/11/24 - 3/1/1/1/1)

Special Management Committee Meeting of 24 November 2025, Addendum **5.7** page **102** refers.

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

1. Introduction

The purpose of this submission is to seek Council's approval to transfer an amount of **N\$1,500,000.00**, which was allocated in the 2024/2025 financial year for the procurement of Fire Fighting Equipment and Tools (Procurement Reference Number: **G/EP/SM002/2025**), to the Swakopmund Municipality Fire Brigade Division for settlement in the current financial year.

2. Background

Messrs **FAOG Investment CC** was awarded the bid to supply and deliver firefighting equipment and tools during the 2024/2025 financial year. However, due to unforeseen constraints within the macroenvironment, delivery was delayed. Consequently, the funds initially allocated for this procurement were revoked from the vote number at the close of the previous financial year.

The supplier has since completed the delivery of all equipment and tools in the current financial year (2025/2026), and payment is now due.

3. Discussion

To process the payment to the supplier following final delivery, it is necessary that the previously allocated funds be reinstated and made available in the 2025/2026 financial year. The amount must therefore be transferred back to the relevant capital vote under the current budget.

4. Conclusion

In light of the above, Council is requested to approve the transfer of **N\$1,500,000.00** to the capital vote number **3500 310 184 00 - Fire Rescue (Emergency) Equipment** to enable payment for the successfully delivered firefighting equipment and tools.

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

RECOMMENDED:

- (a) **That Council approve the transfer of funds amounting to N\$1,500,000.00 from the 2024/2025 financial year to the 2025/2026 financial year under capital Vote: 350031018400 - Fire Rescue (Emergency) Equipment.**
- (b) **That permission be granted to the General Manager: Finance to effect the transfer.**

11.1.50

THEFT OF WATER PUMP AT RAW WATER SEWERAGE PLANT

(C/M 2025/11/24 - 4/1/2/1, 17/2/4/1)

Special Management Committee Meeting of 24 November 2025, Addendum **5.8** page **103** refers.

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

1. PURPOSE

The purpose of this submission is to inform the Management Committee of a serious incident involving the theft of a high-value water pump from the Raw Water Sewerage Plant. This equipment is critical to the operation of the sewerage system, and its loss has both immediate operational and financial implications for Council.

2. BACKGROUND

The theft was reported by **Triple One Investments CC**, the contractor responsible for providing security services at the Raw Water Sewerage Plant situated at the corner of Nelson Mandela Avenue and Rakotoka Street. A memorandum dated **19 February 2025** was addressed to the General Manager: Engineering and Planning Services, requesting an internal report on the matter. Despite follow-ups, no feedback has been received to date.

The stolen pump was purchased at an approximate cost of **N\$800,000.00**. To date, the equipment remains unrecovered, and its loss has disrupted normal operations. **Attachment: Memorandum dated 19 February 2025**

3. DISCUSSION

The water pump is heavy and requires more than one person to move, suggesting that multiple individuals, possibly with access to lifting equipment or a truck, were involved in its removal.

Given the lack of direct evidence and proper oversight at the time, it is difficult to hold the security company immediately liable. However, it remains possible that **Council employees** may have removed the pump using municipal vehicles, in which case the security officers on duty would not have known whether the activity was authorized.

It was reported by **Triple One Investments CC** that municipal employees operating the crane-mounted vehicle were questioned by the Namibian Police.

4. REMEDIAL MEASURES

Following the incident, the **Engineering and Planning Services Department** installed security cameras at the site. The installation of an alarm system is also being considered to prevent future occurrences.

5. INSURANCE CLAIM

The insurance broker **rejected the claim** for the following reasons:

- *The claim was notified and submitted after the stipulated deadline. (Refer to the attached renewal letter indicating that all claims must be submitted within 30 days of the date of loss.)*
- *Insufficient evidence was provided to confirm theft.*

- Reports on record indicate that the item may have "disappeared".
- The building housing the equipment was not consistently secured, and there were no visible signs of forcible or violent entry.

6. SECURITY COMPANY RESPONSIBILITY

Triple One Investments CC provides 24-hour security services at the site. As part of their contractual obligations, security guards are required to monitor all entries and exits and report any irregular activities. The removal of the water pump required both a crane and a truck, which should have been easily noticed by the security officer. In view of this, **Triple One Investments CC** should be held liable for the loss under its **Public Liability Insurance Cover**.

7. CONCLUSION

The theft represents a major loss of municipal infrastructure and exposes weaknesses in current security controls at essential service facilities. Given the equipment's financial value and operational importance, the matter warrants urgent Management Committee consideration.

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

RECOMMENDED:

- That the General Manager: Engineering and Planning Services be directed to urgently investigate the incident and report back to the Management Committee with findings and proposed corrective actions.**
 - That, depending on the outcome of the investigation, disciplinary or corrective measures be considered where applicable.**
 - That it be recorded that the insurance claim was rejected for the following reasons:**
 - **Late notification of claim (beyond the 30 days).**
 - **Lack of sufficient proof to establish theft.**
 - **Indications that the item merely "disappeared".**
 - **Absence of forcible or violent entry to the premises.**
 - That Triple One Investments CC be held liable for the loss and requested to refund Council the amount of N\$800,000.00 representing the value of the stolen water pump.**
 - That additional security measures be implemented, including the following:**
 - **Security personnel must verify the authorization of all drivers operating municipal vehicles.**
 - **Security must record all equipment entering or leaving Council premises in a comprehensive logbook.**
 - **Up-to-date inventory lists must be maintained for all equipment, with responsible team leaders signing for custody.**
 - **Clear policies and procedures must be established for the disposal or write-off of redundant, damaged, or broken equipment to ensure accountability.**
-

100
Ordinary Council Meeting - 24 November 2025

Uanjenguaije Tjiurutue

From: Mpsi Haingura
Sent: Friday, 10 October 2025 10:01 am
To: Uanjenguaije Tjiurutue
Subject: FW: CLAIM 02/05-2025 - RAW WATER PUMP STOLEN

Follow Up Flag: Follow up
Flag Status: Flagged

Mr T

Include also the remedial action taken after the incident as per the info below in the submission for update purpose.

Kind Regards

Mpsi Haingura | General Manager: Corporate Services and Human Capital | Corporate Services & Human Capital | +264
From: Hellao Naruseb <hnaruseb@swkmun.com.na>
Date: Thursday, 9 October 2025 at 2:20 PM
To: Mpsi Haingura <mhaingura@swkmun.com.na>
Subject: FW: CLAIM 02/05-2025 - RAW WATER PUMP STOLEN

Dear Sir,

Also the below one as well.

Hellao Naruseb | General Manager: Finance | Finance | +264 64 410 4301

From: Hermien van Ginkel <hvanginkel@swkmun.com.na>
Sent: Thursday, 9 October 2025 12:58 pm
To: Hellao Naruseb <hnaruseb@swkmun.com.na>
Subject: FW: CLAIM 02/05-2025 - RAW WATER PUMP STOLEN

FYI

Hermien van Ginkel | Accountant: Expenditure & Insurance | Finance | +264 64 410 4323

From: Jacques Beukes <jrbeukes@swkmun.com.na>
Sent: Tuesday, 15 July 2025 09:50 AM
To: Hermien van Ginkel <hvanginkel@swkmun.com.na>
Cc: Clarence McClune <cmclune@swkmun.com.na>; Hellao Naruseb <hnaruseb@swkmun.com.na>
Subject: RE: CLAIM 02/05-2025 - RAW WATER PUMP STOLEN

Dear Hermien,

We did install cameras after the incident.
We will request for alarm to be installed.

Regards,

Jacques Beukes | Manager: Water & Sewerage | Engineering & Planning Services | +264 64 410 4425

From: Hermien van Ginkel <hvanginkel@swkmun.com.na>
Sent: 11 July 2025 10:44 AM
To: Jacques Beukes <jrbeukes@swkmun.com.na>
Cc: Clarence McClune <cmcclune@swkmun.com.na>; Hellao Naruseb <hlnaruseb@swkmun.com.na>
Subject: FW: CLAIM 02/05-2025 - RAW WATER PUMP STOLEN

Good morning Mr Beukes.

Please note the email received from our Brokers below regarding the RAW water pump that was stolen.

Kind regards

Hermien van Ginkel | Accountant: Expenditure & Insurance | Finance | +264 64 410 4323

From: Loubser, Amanda <Amanda.Loubser@marsh.com>
Sent: Friday, 11 July 2025 09:40 AM
To: Hermien van Ginkel <hvanginkel@swkmun.com.na>
Cc: Hellao Naruseb <hlnaruseb@swkmun.com.na>; Mouton, Malvoureen <Malvoureen.Mouton@marsh.com>; Kruger, Cindy <CINDY.KRUGER@MARSH.COM>
Subject: RE: CLAIM 02/05-2025 - RAW WATER PUMP STOLEN

Good morning Hermien

We regret to inform you that your insurers have rejected the claim and their decision was based on the following reasons:

- The claim was notified and submitted past the stipulated deadlines. (Refer to the attached renewal letter stating that all claims must be notified to the insurers/Brokers within 30 days of the date of the loss.)
- The insured has not provided sufficient proof or evidence to establish that the item was stolen.
- According to all reports on record, there is indication that the item has "disappeared"
- The building where the item was located was not consistently secured, and there are no visible signs of forcible or violent entry.

We kindly ask you to review the policy schedule and the wording under the Theft Section, which defines the covered events as follows:

"Loss or damage to all contents of any building at the insured's premises described in the schedule, resulting from **theft accompanied by forcible and violent entry or exit from such building**, or any attempt thereof, or as a result of theft or attempt following violence or threat of violence."

Furthermore, the theft section is subject to an alarm warranty which states that cover is subject to an alarm warranty which states:

Alarm System Warranty

The insured warrants that the alarm system installed at the insured premises is fully operational, maintained in good working condition, and compliant with all relevant safety and security standards at the inception of this policy and throughout the policy period.

The alarm system must be activated and monitored in accordance with the manufacturer's instructions and the requirements specified by the insurer. Any failure to maintain or operate the alarm system as stipulated may result in the denial of coverage for theft or attempted theft claims.

The insured agrees to notify the insurer immediately of any malfunction, defect, or tampering with the alarm system. The insurer reserves the right to conduct inspections or request proof of maintenance and monitoring records at any time.

Failure to adhere to these warranty conditions may invalidate the coverage under the Theft and Security sections of this policy.

THEFT
Indemnity in respect of loss of or damage to the property insured, including damage to buildings, arising from burglary and/or housebreaking accompanied by actual forcible breaking into or out of the premises
First Loss Limit
Extensions:
Locks & Keys
Malicious Damage to Buildings
Claims Preparation Costs
Cover subject to alarm connected to armed reaction unit.

Trusting that you will find this to be in order, but should you have any queries, please do not hesitate to contact our office.

Kind regards

Amanda Loubser, Client Executive (LIISA)
 Marsh Namibia (Pty) Ltd | Co. Reg No. 96/407
 1st Floor Stadtmitte Building | Tobias Haiyeko Street, Swakopmund, Namibia
 P O Box 1578, Swakopmund, Namibia
 Tel +264 64 405053 | Cellular + 264 81 156 9292
amanda.loubser@marsh.com | www.marsh.com
 Follow Marsh on [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [YouTube](#)



A business of Marsh & McLennan Companies

From: Hermien van Ginkel <hvanginkel@swkmun.com.na>
Sent: Thursday, 10 July, 2025 2:54 PM
To: Mouton, Malvoureen <Malvoureen.Mouton@marsh.com>
Cc: Loubser, Amanda <Amanda.Loubser@marsh.com>
Subject: CLAIM 02/05-2025 - RAW WATER PUMP STOLEN

CAUTION: This email originated outside the company. Do not click links or open attachments unless you are expecting them from the sender.

Dear Malvoureen

Attached is a report that you must kindly add for us to our claim 02/05-2025 (MUL2508267)

Kindly also forward a progress report on this claim.

Thank you and kind regards



+264 64 410 4200 | mhaingura@swakopmund.com.na | P.O. Box 53, Swakopmund, Namibia

INTERNAL MEMORANDUM

TO	General Manager: Engineering and Planning Services
FROM	General Manager: Corporate Services & Human Capital
REFERENCE	4.1/2/1
SUBJECT	STOLEN ITEMS

1. The above subject matter refers.
2. We are following up on incidents of theft at sewerage installations reported to us during **November 2024**.
3. On **04 November 2024** it was reported by Tripple One Investments CC that a generator battery was stolen at the main sewerage plant along the Henties Bay road. Again, on **08 November 2024** the theft of a water pump with an estimated value of N\$800,000.00 from Raw Water Sewerage Plant situated at the corner of Rakotoka and Nelson Mandela Avenues was reported by P15 Security Services.
4. Kindly provide us with an update on the progress of the investigations into both incidents.

Yours faithfully


 Mpasí Haingura
GENERAL MANAGER: CORPORATE SERVICES & HUMAN CAPITAL





+264 64 410 4400 | cmcc@swkmun.com.na | P.O. Box 53 Swakopmund, Namibia

Internal Memorandum

TO : General Manager: Finance
FROM : General Manager: Engineering & Planning Services
DATE : 24 April 2025
REF : 4/1/2/1
SUBJECT : THEFT AT RAW WATER PUMPSTATION

According to Aqua Utilities they discovered that a 122kW Raw Water Grundfoss pump (S2.90.200.1150.4.705.D.462.6.N.D), Serial number 00466844, was stolen in August 2024. The asset management done in June 2024 showed that the pump was still at Raw water pump station on the 10th of June 2024 (picture attached) Furthermore other material was also stolen which include 2 x impellers, 1 x valve handle, 2 x 250mm gate valves, a stainless steel elbow and a shredder pump.

The pump was purchased in 2012 at a value of N\$ 294 280 (Excl. VAT) as part of the mechanical installation of the raw water pumpstation. In 2022 a similar pump was purchased for N\$ 696 578.00 (Incl. VAT). However, depreciation should be taken into account when determining the value of the pump since the pump was purchased in 2012 and was operating for more ten years. Furthermore, Council insurance does not cover for the replacement of the pumps.

A case of theft was opened at the Namibian Police and the case number is CR 151/10/2024. Attached are the reports from Aqua Utilities Corporation, the Superintendent of Sewerage, the Maintenance Fitter and the security firm, Triple One Investments cc.

In conclusion, the pump was inside the raw water pumpstation. Heavy, lifting equipment should have been used to transport the pump as the gross weight of the pump is 1490 kg (1.5ton).

The following investigation were done by the Municipal team:

- Inquiries at previous service providers whether the pump was not off loaded for repairs.
- Checking at scrap yards.
- Checking video footage at the intersection of Nelson Mandela and Mandume Ndemufayo Street.
- Checking tracking of municipal crane truck.

However, no positive leads were detected from this investigation

Kind Regards,

C. McCune
 2025-04-24

GENERAL MANAGER: ENGINEERING & PLANNING SERVICES

Engineering & Planning Services



Asset Management - 10 June 2024

Captured by Meyers Einsboom near Nelson Mandela Avenue, Kramersdorp Extension, Swakopmund 3 months ago

Download

Metadata

Field name: Unavailable
Date: 2024-06-10 12:48:57
Make/Model: Apple iPhone 11
Software: Fulcrum iOS 6.3.0 (12204), iOS 17.5.1, Apple iPhone 11
Dimensions: 810 x 1080 (0.9MP)
Size: 260 KB
Latitude: -22.645064
Longitude: 14.537403
Accuracy: 4.8m
Altitude: 19.1m
Direction: 125°
Distance: Unavailable



Report: Aqua Utilities Corporation



Aqua Utilities Corporation

MISSING RAW WATER PUMP -29 OCT 2024

Compiled by: SWAKOPMUND WASTEWATER TREATMENT PLANT – FITTER & TURNER

29 October 2024

**Aqua Utilities Corporation (Pty) Ltd
Windhoek, NAMIBIA**

**Tel no: (+264) 51 28114
Fax no: (+264) 51 257828
P.O. Box 20714
WINDHOEK**



Aqua Utilities Corporation

Incident date: Discovered between 7th and 23rd August 2024

Location: Swakopmund Raw Water Station.

Equipment involved: Raw water pump 1 (Grundfos, S2.90.200.1150.4.70.S.D.462.G.N.D, P.N: 96797017), impellers, 2x 250mm Gate valves (Damaged) and a 250mm Stainless steel 65-degree Elbow.

Individuals notified: Mr Beukes (Municipality sewerage manager), Kapena (Sewerage new plant manager), Michael (Municipality superintendent), Jody (Municipality maintenance fitter) and Hendrik (Municipality Hiab truck driver).

Summary:

On 25th October 2023, Raw water pump 1 was removed and replaced with a spare 122kW pump, now running as pump 1. The original pump was overhauled due to worn impeller and required an oil change. Since the flow levels in the sedimentation tanks fluctuated, it was necessary to replace the pump to ensure consistent operation.

After the pump was removed, it was placed inside the pump station behind the stations' door. During the replacement of the pump, Michael, the Municipality superintendent, came on site and was informed about the pump's condition and the need for it to be taken to the new plant for servicing. These pumps are typically transported by the municipality's Hiab truck to either the new plant or repair facilities like Delta windings, with arrangements or transportation typically coordinated through Michael via verbal communication from time to time.

Access and Security at the Station:

The maintenance technician for AUC, Edla, is responsible for the daily operation and maintenance of Raw water station at the Old plant. The Eco project team, who manage electrical equipment, and the municipality also have keys to the station.

Over the past few months, the Municipality employees, Michael and Jody have periodically asked Edla to leave the back door open to allow access. Jody specifically requested the door to be left open when they needed to measure valve sizes and since then, the back door has remained open for their access. Additionally, there is always security personnel stationed at the site to monitor access and ensure site safety.

Discovery of Missing pump:



Aqua Utilities Corporation

Sometime between the 7th and 23rd August 2024, Edla noticed that pump 1, along with impellers, two damaged 250mm gate valves and 250mm 65-degree stainless steel elbow, was missing from its usual location by the door inside the raw water pump station. As Michael has previously requested an inventory list of redundant equipment for auction, Edla initially assumed the pump had been moved, possibly taken to Delta windings for repairs.

On 23rd August 2024, Edla reported the missing pump to Mr. Beukes, Municipality sewerage manager, mentioning that it was usually kept behind the door. He suggested that I contact Michael, to confirm if he knew its location. Since that time, I have inquired repeatedly with Michael, Hendrik (Municipality Hiab driver) and Jody, but no one has been able to provide information on the pump's whereabouts.

Investigation:

Despite ongoing efforts, no information has emerged regarding the pump's location, and it remains unaccounted for.

Conclusion:

The investigation into the Raw water missing pump 1 is still ongoing. As of date of this report, no conclusive information has been obtained to identify the pump's location or circumstances surrounding its removal. Further follow-up with the security personnel is required to give their inputs according to their daily occurrence book.

Report: Superintendent of Sewerage

Jacques Beukes

From: Michael Goabab
Sent: 30 October 2024 04:10 PM
To: Jacques Beukes
Cc: Clarence McClune; Chantel van Wyk
Subject: RE: REPORT MISSING RAW WATER PUMP 3, IMPELLERS (X2) GATE VAVLES (X2) AND STAINLESS STEEL VAVLE 150MM (X1)

Good day, Mr Jacques

Kindly see the case number for the stolen equipment/machinery at the raw water pump station.

Case number: **CR 1B1/10/2024**

Best regards,

(Signature)

From: Jacques Beukes <jrbeukes@swkmun.com.na>
Sent: 30 October 2024 07:52 AM
To: Michael Goabab <mgoabab@swkmun.com.na>
Cc: Clarence McClune <cmccclune@swkmun.com.na>; Chantel van Wyk <CvanWyk@swkmun.com.na>
Subject: FW: REPORT: MISSING RAW WATER PUMP 3, IMPELLERS (X2) GATE VAVLES (X2) AND STAINLESS STEEL VAVLE 150MM (X1)

Dear Michael,

Noted.

Please provide the case number.

Regards,

Jacques Beukes | Manager: Water & Sewerage | Engineering & Planning Services | 1201 Tlokoeng Street

From: Michael Goabab <mgoabab@swkmun.com.na>
Sent: 29 October 2024 04:43 PM
To: Jacques Beukes <jbeukes@swkmun.com.na>
Cc: Chantel van Wyk <CvanWyk@swkmun.com.na>
Subject: RE: REPORT: MISSING RAW WATER PUMP 3, IMPELLERS (X2) GATE VAVLES (X2) AND STAINLESS STEEL VAVLE 150MM (X1)

Engineering and Planning services

Hidipo Hamuntenya Drive 30
 Mr Jacques Beukes
 Manager Water and Sewerage

29 October 2024

FINAL REPORT: THE MISSING EQUIPMENT AT RAW WATER PUMP STATION.

Dear Mr Jacques

Date of Incident: Discovered on the 12th of August 2024

Location: Raw Water Pump Station, Corner of Nelson Mandela Avenue and Rakatoka street

Equipment missing: Raw water pump 3 Grundfos 122kW (Spare), Impellers old(x2), damaged 250mm gate valve (x2), shredder machine and Støndby Generator batteries (x2)

I Mr Michael Goabab superintendent sewerage works, I am reporting the outcome according to my findings regarding the missing equipment at our Raw water pump station the corner of Rakatoka and Nelson Mandela Avenue that was communicated to us by the maintenance service provider namely Aqua Services & Engineering who oversee this pump station.

I personally engage with the maintenance team members Miss Edlar (Artisan) and the plant manager Miss Kapena of aqua services & engineering. We conducted a thorough investigation to determine the possible whereabouts of this missing equipment, perhaps if they have sent the pump elsewhere for repairs to the local service providers. We searched around to locate the pump and the other missing equipment around the premises and elsewhere and at the local service providers workshops and metal scrapyards.

We have also consulted the security guard on site who is guarding the premises, we don't get any valid information regarding the missing equipment. It is very mind blowing that a pump of that magnitude weighing close to a ton can disappear like that without the guards noticing it being relocated. It finally leaves us with no option to open a case with the law enforcement officers for further investigation. Kindly see the attached quotes above for the cost estimates for this missing equipment.

Best regards,

Michael Goabab | Superintendent | Sewerage Works | Engineering & Planning Services

From: Swakop Maintenance <swakopmaintenance@swakop.na>

Sent: 23 October 2024 03:43 PM

To: Zahua Tilyahura <zahua.tilyahura@ese.com.na>

Cc: Kapena Kandanga <Kapena.Kandanga@swakop.na>; Jacques Beukes <jbeukes@swakop.na>; Michael Goabab <mgoabab@swakop.na>

Subject: REPORT: MISSING RAW WATER PUMP 3

Dear Zahua,

Here's a report for the missing Raw water pump as requested.

Date of Incident: Discovered on the 12th of August 2024

Location: Raw water pump station

Equipment involved: Raw water pump 3 (Spare), Impellers and damaged 250mm gate valve.

Person notified: Mr. Beukes (Sewerage Manager), Michael Goabab (Sewerage Superintendent), Hendrik (Higher-Up operator), Jody (Municipality fitter) and Kapena (SWWTW Plant Manager).

Overview:

On the 25th of October 2023, Raw water pump 3 was removed for an overhaul and was replaced with a new Grundfos 122kW pump. This new pump is currently running as pump 2, which is connected in series with the Gorman Rupp pump 3. The overhaul was necessary due to a worn impeller, and the pump oil needed draining and replacing.

Due to the increase in water flow at the sedimentation tanks, two pumps were insufficient for operations, necessitating the replacement of pump 3. After the pump was removed for overhaul, it was placed/left behind

the door in the station at Raw water. Michael was notified that the pump needed an oil change and should be taken to the new plant.

Discovery of Missing pump:

12th of August 2024, upon arriving at the station, I noticed that the pump 3 (spare), along with its impellers and damage valve was missing from the usual location, the Raw water station. Since the municipality has been preparing items for an upcoming auction, I assumed that the pump might have been taken as part of this preparation.

Initial Response:

In the first meeting held on the 29th August, I reported the missing pump and stated that it was typically stored by the door. During this meeting it was suggested that Michael be contacted to verify if the pump has been taken for auction or other purposes. However, Michael was not present at the meeting, so no immediate clarification was available.

Investigation:

Since 29th of August, an investigation has been ongoing, with several individuals. Despite these efforts, no conclusive information regarding the whereabouts of the Raw water Grundfos pump 3 (spare) has been obtained and the pump remains missing.

No further information has surfaced to determine the location of the pump or the circumstance under which it was moved.

Further inquiries with the municipality team are necessary to resolve the matter.

Regards,

Service and Maintenance Team:
Edie Ndjiharins



Cell: +264 81 428 8168
Email: edie.ndjiharins@aquawater.co.na
Website: www.aquawater.co.na

Report: Maintenance Fitter**REPORT
MISSING RAW WATER PUMP**

During the month of June 2024, I was instructed to clean the sump of the Pump Station 09. There is no bypass at the pump station 09, so I asked Mr Michael Goabab for access to the raw water pump station as I gave my keys to him about a year ago, therefore I did not have direct access to the raw water pumps station.

On arrival at the pumps station the side door was unlocked and I continued to take the measurements and fit my adaptors to accommodate bypassing directly into the raw water rising main.

After cleaning Pumpstation No 09, we closed the side door to the raw water pumpstation (did not lock).

The only time I would enter the pump station again is when I was either called to assist with maintenance, break downs or when I would see someone working there when passing by. On occasion I would see the side door open and Aqua Services attending to maintenance in the raw water pump station.



Jody Lennitch

Report: Triple One investments cc



SECURITY SERVICE, CONSTRUCTION & GENERAL TRADING
 ERF: 1154 Dimphelela Road, Oshana
 E-mail: +264 085 225 275 | +264 085 441 355 | Tel: +264 085 222 660
 Cell: +264 081 648 006 | E-mail: security@tripleone.com.na | P.O. Box 19325, Oshana
 www.tripleone.com.na | Reg. No. CC 20022025 | Vat No. 3769906 0158

01 November 2024

Municipality of Swakopmund
 P O Box 53
 Swakopmund

At: Mr U Ijurne

RE: MISSING OF PUMP AND OTHER MATERIAL/EQUIPMENT AT RAW WATER PUMP STATION.

I hereby present a report of missing pump

1. Supervisor (Fenny) was called to attend a meeting with municipal officials and aqua services personnels on the 25th October 2024 regarding the above matter.
2. The missing pump was discovered around beginning of August 2024 by the municipality officials although they tried to approach other colleagues if they took it, no one revealed that she took it. But others have said that the pump was not been there since last year.
3. Triple One securities have no access to the key of the pump station and room was locked by the time it was discovered that it is missing, and also that machine itself apparently it is very big to be taken by anyone with hands unless someone used a ram to carry it out but the process is long to be removed out.
4. Therefore upon our investigation it might be that the security guard deserted the site or it could be that machine was taken long time ago before we started guarding there at Municipality.
5. I am requesting the Municipality to do more further investigations on this matter.

Yours sincerely

Lina Amunyele
 Acting General Manager



11.1.51 **OBJECTIONS RECEIVED BY THE PUBLIC IN TERMS OF NOTICE 51/2025:
DONATION OF 72 ERVEN IN EXTENSION 28, SWAKOPMUND**
(C/M 2025/11/24 - E 7553, E 7667)

Special Management Committee Meeting of 24 November 2025, Addendum **5.9** page **119** refers.

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

1. **PURPOSE**

The purpose of this submission is to formally present and detail the two specific objections received against the proposed property donations of Erf 7553 and Erf 7667 in Extension 28, Swakopmund, for consideration and necessary action.

2. **INTRODUCTION**

The list of proposed recipients for the donation of **71** erven in Extension 28, Swakopmund, was published in the *Namib Times* and *The Namibian* on **08 August 2025, Annexure "B"**, with the intention of inviting members of the public and affected public members to raise objections by **15 August 2025**.

The following objections were received:

- (i) *Erf 7553, Extension 28, Swakopmund: An objection was submitted by Ms. Hendrina Haipinge regarding the proposed donation of the property to Mr. Teofelus Abed.*
- (ii) *Erf 7667, Extension 28, Swakopmund: An objection was submitted by Ms. Paulina Ambia regarding the proposed donation of the property to Ms. Jakobina Igala.*

Attached as **Annexure "A"** is a locality map of erf 7553 and erf 7667, Extension 28, Swakopmund.

3. **BACKGROUND**

On **17 March 2025**, under item **10.5**, Council resolved to repeal its previous decision passed on **08 October 2024**, which stated:

- (a) *That point (c) of Council's resolution passed on 08 October 2024, item 11.1.9, be repealed:*

That the overspill residents and unauthorized occupants in Extensions 27, 29, and 30 with high and middle income be a priority during the allocation of erven in Extension 28 and Extension 31 South.

And replaced with

Approving the allocation of the erven in Extension 28, Swakopmund, to informal settlers who are already occupying the erven and who have an income ranging from N\$3,000.00 to N\$6,000.00. In exceptional cases, the maximum income limit is N\$8,500.00.

- (b) *That Council approves the first phase of donation of 71 Single Residential erven in Extension 28 to the residents with high and middle income and who are occupying the erven currently, as follows:*

Ordinary Council Meeting - 24 November 2025

No	Erf No	Erf Sizes	Land Value	Zoning	Allocated	New Erf/SN	Income Category	Registration	MWL (Y/N)
1	7549	305	NAD 54,000.00	Single Residential	Mathew Mahongo Tyana	7549 (3/3)	High Income	15-Jan-2024	Y
2	7550	306	NAD 54,000.00	Single Residential	Pius Hailona	7550 (1/2)	High Income	30-Jan-2024	N
3	7551	315	NAD 56,000.00	Single Residential	Erwin Sivambo Muhongi	7551 (2/2)	Middle Income	21-Sep-2023	N
4	7552	315	NAD 56,000.00	Single Residential	Robert Kondjashili Haihambo	7552 (1/1)	Middle Income	29-Sep-2023	N
5	7553	315	NAD 56,000.00	Single Residential	Jafeta Teofelus Abed	7656 (1/3)	High Income	11-Oct-2023	N
6	7555	316	NAD 56,000.00	Single Residential	Katwa Mukuti Mukuti	7555 (1/2)	Middle Income	21-Sep-2023	Y
7	7558	316	NAD 56,000.00	Single Residential	Laudika Atusheni Ovanhu Lasarus	7558 (1/1)	Middle Income	11-Jan-2024	N
8	7559	316	NAD 56,000.00	Single Residential	Luben Indeni Lasarus	7559 (1/2)	High Income	11-Jan-2024	Y
9	7562	334	NAD 60,000.00	Single Residential	Hilma Amputu	7562 (1/2)	High Income	5-Dec-2023	Y
10	7563	321	NAD 58,000.00	Single Residential	Lukrensia Tutala Ishitile	7563 (1/3)	Middle Income	21-Sep-2023	Y
11	7572	315	NAD 56,000.00	Single Residential	Andreas Antindi	7572 (1/6)	High Income	15-Jan-2024	N
12	7575	315	NAD 56,000.00	Single Residential	Staslas Sharon Muyunda	7575 (1/2)	High Income	25-Sep-2023	N
13	7578	315	NAD 56,000.00	Single Residential	Martin Nghooboepoke Shetulimba	7578 (1/4)	High Income	25-Sep-2023	N
14	7580	306	NAD 54,000.00	Single Residential	William Joseph Ndjamba Makayi	7580 (1/1)	High Income	20-Sep-2023	Y
15	7585	315	NAD 56,000.00	Single Residential	Jonas Uyage Nambundunga	7585 (1/1)	High Income	20-Sep-2023	Y
16	7586	305	NAD 54,000.00	Single Residential	Stefanus Haihambo	7586 (1/1)	Middle Income	23-Jan-2024	N
17	7587	305	NAD 56,000.00	Single Residential	Kahare Mukuti	7587 (1/1)	Middle Income	20-Sep-2023	Y
18	7588	306	NAD 54,000.00	Single Residential	Stefanus Kampungu Hamushira	7588 (1/3)	Middle Income	20-Sep-2023	Y
19	7595	315	NAD 56,000.00	Single Residential	Abed Saimi Tutyeni Shishaki	7595 (1/4)	Middle Income	20-Sep-2023	N
20	7596	315	NAD 56,000.00	Single Residential	Disha Petrus Mbambo	7596 (1/2)	High Income	21-Sep-2023	N
21	7597	315	NAD 56,000.00	Single Residential	Astrid Rukunde Mponda	7597 (1/2)	Middle Income	20-Sep-2023	Y
22	7598	303	NAD 54,000.00	Single Residential	Ulrich Elton Namaseb	7793 (3/3)	High Income	10-Nov-2023	N
23	7599	306	NAD 54,000.00	Single Residential	Edward Mudumbi Mbumbo	7596 (1/2)	Middle Income	21-Sep-2023	N
24	7601	319	NAD 56,000.00	Single Residential	Thusnelde Kunugas	7601 (2/3)	High Income	17-Jan-2024	N
25	7632	314	NAD 56,000.00	Single Residential	Michael Guxab	7632 (1/1)	Middle Income	12-Jan-2024	N
26	7633	315	NAD 56,000.00	Single Residential	Petrina!Hoa-Khaos	7633 (1/1)	Middle Income	26-Oct-2023	Y
27	7634	315	NAD 56,000.00	Single Residential	Samuel Utoni	7816 (3/4)	High Income	10-Oct-2023	Y
28	7639	313	NAD 56,000.00	Single Residential	Mikael Hangula Kashela	7639 (3/3)	Middle Income	20-Sep-2023	N
29	7655	375	NAD 68,000.00	Single Residential	Kasholo Samuel	7655 (1/2)	Middle Income	23-Oct-2023	N
30	7656	315	NAD 56,000.00	Single Residential	Reinhold Vaino Nehale	7656 (2/5)	High Income	29-Jan-2024	Y
31	7657	315	NAD 56,000.00	Single Residential	Josef Mwaamenange Lukas Kamutuwete	7657 (2/2)	Middle Income	11-Oct-2023	N
32	7663	315	NAD 56,000.00	Single Residential	Esau Gaseb	7663 (2/3)	Middle Income	4-Oct-2023	N
33	7665	345	NAD 62,000.00	Single Residential	Gabriel Nghifikwa	7665 (1/1)	Middle Income	4-Oct-2023	N
34	7666	315	NAD 56,000.00	Single Residential	Ashlen Ashanti !Auxas	7666 (3/3)	High Income	4-Oct-2023	N
35	7667	315	NAD 56,000.00	Single Residential	Jakobina Igala	7667 (1/2)	Middle Income	24-Jan-2024	N
36	7668	315	NAD 56,000.00	Single Residential	Mathias Shikongo	7668 (1/2)	High Income	5-Oct-2023	N
37	7672	315	NAD 56,000.00	Single Residential	Kamonde Abraham	7672 (1/3)	Middle Income	5-Oct-2023	N
38	7675	329	NAD 60,000.00	Single Residential	Malakia Ipinge Amagulu	7675 (2/4)	Middle Income	17-Jan-2024	N
39	7679	315	NAD 56,000.00	Single Residential	Telika Tjikongo	7679 (1/1)	Middle Income	26-Sep-2023	N
40	7681	303	NAD 54,000.00	Single Residential	Lukas Kasandji	7681 (3/3)	Middle Income	23-Jan-2024	Y
41	7685	315	NAD 56,000.00	Single Residential	Rachel Jesika Afrikaner	7685 (1/1)	High Income	19-Aug-2024	N
42	7686	315	NAD 56,000.00	Single Residential	Albertina Komesho Shipinge	7686 (1/2)	Middle Income	26-Sep-2024	N
43	7743	315	NAD 56,000.00	Single Residential	Secilia Kalimba	7743 (1/2)	Middle Income	26-Sep-2023	Y
44	7744	315	NAD 56,000.00	Single Residential	Tresia David	7744 (4/5)	Middle Income	26-Sep-2023	N
45	7753	315	NAD 56,000.00	Single Residential	Lukas Nandago	7753 (1/2)	Middle Income	16-Jan-2024	Y
46	7755	315	NAD 56,000.00	Single Residential	Esselina Haule	7755 (1/2)	High Income	6-Oct-2023	N
47	7759	315	NAD 56,000.00	Single Residential	Petrus Tukondjeni Kahunga	7759 (1/2)	High Income	4-Dec-2023	N
48	7762	360	NAD 64,000.00	Single Residential	Martha Lugando	7762 (1/2)	Middle Income	18-Jan-2024	N
49	7764	378	NAD 68,000.00	Single Residential	Johanna Kaino Mahekko Asino	7764 (3/3)	High Income	26-Sep-2023	N
50	7767	315	NAD 56,000.00	Single Residential	Ruben Emvula	7767 (2/2)	Middle Income	28-Sep-2023	N
51	7768	303	NAD 54,000.00	Single Residential	Matias Ndeshipanda Edhiga	7768 (1/1)	Middle Income	27-Sep-2023	Y
52	7769	302	NAD 54,000.00	Single Residential	Festus Shaukwanyama Nghidinwa	7769 (1/2)	High Income	29-Sep-2023	N
53	7770	315	NAD 56,000.00	Single Residential	Eben Gamseb	7770 (1/1)	Middle Income	29-Jan-2024	Y
54	7773	339	NAD 62,000.00	Single Residential	Fillemon Panduleni Kapiye	7773 (1/3)	High Income	28-Sep-2023	N
55	7784	303	NAD 54,000.00	Single Residential	Rosalia Dute Mupandeki	7784 (2/2)	Middle Income	28-Sep-2023	Y
56	7788	347	NAD 64,000.00	Single Residential	William Harry Naweseb	7788 (1/2)	Middle Income	2-Apr-2024	N
57	7790	315	NAD 56,000.00	Single Residential	Iwana Heibes	7790(2/2)	Middle Income	22-Jan-2024	N
58	7793	315	NAD 56,000.00	Single Residential	Eino Angula	7793 (1/2)	High Income	28-Sep-2023	Y
59	7794	315	NAD 56,000.00	Single Residential	Thomas Salom	7794 (2/3)	High Income	15-Jan-2024	N
60	7796	315	NAD 56,000.00	Single Residential	Tangeni Shindume	7796 (3/4)	High Income	11-Oct-2023	N
61	7797	315	NAD 56,000.00	Single Residential	Gabriel Nghiyalasha Thomas	7797 (2/3)	High Income	23-Oct-2023	Y
62	7798	303	NAD 54,000.00	Single Residential	Josephina Ngelenge	7798 (2/2)	Middle Income	29-Sep-2023	N

No	Erf No	Erf Sizes	Land Value	Zoning	Allocated	New Erf/SN	Income Category	Registration	MWL (Y/N)
63	7801	315	NAD 56,000.00	Single Residential	Elizabeth Ndahafa Ndemunhonga	7801 (2/3)	Middle Income	29-Sep-2023	N
64	7804	315	NAD 56,000.00	Single Residential	Naftal Naftal	7804 (1/2)	High Income	24-Jan-2024	Y
65	7805	315	NAD 56,000.00	Single Residential	Dennis Desmond Gariseb	7805 (1/1)	High Income	5-Oct-2023	Y
66	7807	315	NAD 56,000.00	Single Residential	Manfred Nowoteb	7807 (1/2)	High Income	11-Oct-2023	Y
67	7808	315	NAD 56,000.00	Single Residential	David Eichab	7808 (1/1)	Middle Income	5-Oct-2023	Y
68	7809	363	NAD 66,000.00	Single Residential	Justus Ameb	7809 (1/2)	Middle Income	3-Oct-2023	Y
69	7810	426	NAD 76,000.00	Single Residential	Leonard Ndaetapo Frans	7810 (1/5)	High Income	3-Oct-2023	N
70	7811	399	NAD 72,000.00	Single Residential	Matheus Nashongo	7811 (1/6)	High Income	3-Oct-2023	Y
71	7813	315	NAD 38,000.00	Single Residential	Leo Uukongo	7813 (1/3)	High Income	4-Dec-2023	N

(c) The following standard conditions be approved in addition to those passed on 8 October 2024, Council under item 11.1.9:

- (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 implications and be forwarded to the 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 a minimum period of 3 years.
 - (iv) The DONEE must provide proof of income ranging from N\$3,000.00 to N\$6,000.00, and in exceptional cases, the maximum income limit is N\$8,500.00 per month.
 - (v) That all costs related to this transaction, which may include the cost for the compilation of the deeds of donation, bond, and transfer registration, be for the account of the DONEE
 - (vi) That should it be found at any time that a DONEE has not been honest with Council in obtaining housing or erven, whilst they have owned or own fixed property, the transaction be cancelled, and all payments made in respect of the transaction be forfeited and the erf be repossessed if necessary and allocated to the next qualifying DONEE."
 - (vii) That should any DONEE does not comply with the conditions of donation, they will be replaced with another qualifying DONEE from the list (Annexure "D") on file.
 - (viii) That Ministerial approval be obtained for the transfer of the properties.
- (d) That a deeds search be conducted to verify that all DONEES selected for donation are indeed first-time property owners.
 - (e) That all qualifying DONEES pay an administrative fee of N\$1,000.00.
 - (f) 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 Extension 28.
 - (g) That the 10-year period in respect of the restriction of sale of improved erven commences from the date of transfer of the property.
 - (h) That should the DONEES wish to sell their erven after the expiry of 10 years, and the erven are un-improved, the erven first be offered to Council.
 - (i) That DONEES who construct houses, and receive completion certificates, 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 DONEES may sell the erven without first offering it to Council.

- (j) That the DONEES be informed that they will not qualify for the low-cost housing scheme again if they sell the erven.
- (k) That no temporary structures may be constructed on the erven.
- (l) That the occupants of Extension 28 who cannot be accommodated in the said Extension due to unemployment or income below N\$3,000.00 (ultra-low) be relocated to the New Reception area at the Northern Wedge once the site is ready for occupation.

4. **DISCUSSION**

Objection 1: Erf 7553 Extension 28

On **06 August 2025**, Ms. Hendrina Haipinge submitted an objection to the allocation of Erf 7553, Extension 28, to Mr. Teofelus Abed. A copy of the letter, identity documents and proof of income, and registration forms of both parties are attached for ease of reference (**Annexure "C"**).

In her letter, Ms. Haipinge stated that she has been the sole occupant of Erf 7553 since 2012 and has no knowledge of Mr. Abed. The allocation of donated erven was guided by the affordability criterion, prioritizing residents having an income of N\$3000.00 and above. In cases where a single individual resides on an erf and earns a medium to high income, that person was considered for allocation.

At the time of registration, the income of Ms Haipinge was recorded as N\$2,182.17, **Annexure "D"**, and thus did not qualify for the donation of Erf 7553. Ms Haipinge was advised by the Housing Section to reduce the deductions from her salary. A deduction of N\$500.00 from the salary of Ms Haipinge as savings was cancelled, and her new salary (**Annexure "E"**) reflects as N\$3 049.58, which puts her in the qualifying bracket.

On the other hand, Mr. Abed's income of N\$28,158.93 was significantly higher than that of Ms. Haipinge's, which is N\$2,182.17. Mr Abed resides on Erf 7656, Ext. 28, Swakopmund, sharing it with 2 additional occupants who were registered separately.

In this instance, an allocation of Erf 7656 is on hold until the residents recorded as (2/3 and 3/3) residing on the same erf as Mr Abed are relocated. This is due to a mechanism in place that limits the movement of residents from one erf to another to avoid any possible disputes amongst the occupants until the Council identifies suitable land for residential purposes. Based on these findings, Ms. Haipinge's objection is substantiated.

Objection 2: Erf 7667 Extension 28

On **13 August 2025**, Ms. Paulina Ambia submitted an objection to the allocation of Erf 7667, Extension 28, to Ms. Jakobina Igala. A copy of the letter is attached for ease of reference as **Annexure "F"**.

Ms Ambia raised a concern regarding the incorrect registration of Erf No. 7667 by explaining that although she is the rightful occupant of the erf, it was mistakenly registered under Jakobina Igala, with whom she resides.

She further elaborated that the error occurred because she was away at work in Walvis Bay on the day the enumeration team came for registration. Ms Igala submitted all the documents in her own name, without informing Ms Ambia.

According to Ms Ambia, she only discovered the issue after being advised by a committee member to check on the notice if she forms part of the phase 1 allocation of erven. Ms Ambia is now formally requesting the Housing Section to correct the registration and recognize her as the rightful occupant to be registered.

However, in terms of the Local Authority Act 23 of 1992 Council is the owner of Erf 7667 Extension 28 through the process of proclamation and subsequent transfer of land from the state to the municipality, as governed by Namibian law. In addition, as empowered by section 30 (1)(t) Council never issued any land use right to Ms Paulina Ambia.

Moreover, the objective of Council was to register everyone residing in Ext. 28, which includes tenants as well. Everyone was informed via notices displayed and through committee members to set a date apart in order to be registered before the closing date.

In conclusion, the Housing Section Team will verify whether Ms Ambia is truly residing on Erf 7667, Extension 28, Swakopmund, to register her for consideration in the phase 2 allocations.

None first-time homeowners

It was reported to the office that Mr Jonas Uyage Nambundunga is having a structure in Extension 28 while he owns a house in Mondesa. The Finance Services Department: Revenue Section (Enquiries) provided us with the account statement **Annexure "G"**, which confirms that Mr Nambundunga owns Erf 7235 Mondesa.

Mr Nambundunga participated in the enumeration exercise and was subsequently allocated Erf 7585, which is listed number 15 on the list of beneficiaries approved for donation of erven in Extension 28, Swakopmund by Council on **17 March 2025**, under item **10.5**. The donation of Erf 7585, Extension 28, to Mr Nambundunga must therefore be revoked and must be donated to the next qualifying beneficiary on the erf.

5. **PROPOSAL**

It is proposed that Council repeals the allocation of Erf 7553 to Mr Teofelus Abed and accepts the objection of Ms Haiping and re-allocate the Erf 7553 to her. It is further proposed that the application of Mr Teofelus Abed, together with the rest of the remaining occupants, be considered for allocation during phase 2, when most occupants are relocated to the Northern Wedge.

No.	Residing Erf No.	SQM	Name	Surname	ID Number	Land Value	Salary	Income	Registration date
62	7553/(1/1)	315	Hendrina	Haiping	85022211041	N\$56 000.00	N\$3049.58	Mid Income	21 Sept 2023

It is also proposed that Council does not consider to objection of Ms Ambia and that the residence of Ms Ambia be verified, whether to register her because she travels to work in Walvis Bay each day and returns to

Swakopmund when the offices are already closed, and she be considered for allocation in the phase 2 allocation of erven.

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

RECOMMENDED:

- (a) That Council takes note of the list of names and erven approved at the Council Meeting dated 01 April 2025, under item 11.1.23, which were advertised, of which the following objections were received:
- (i) *An objection was received from Ms Hendrina Haipinge, regarding the donation of Erf 7553 Extension 28, Swakopmund, to Mr Teofelus Abed.*
 - (ii) *An objection from Ms. Paulina Ambia regarding the proposed donation of Erf 7667, Extension 28, Swakopmund to Ms. Jakobina Igala.*
- (b) That Council accepts the objection of Ms Hendrina Haipinge and repeals the allocation of Erf 7553, Extension 28, Swakopmund to Mr Teofelus Abed and replaces it with Ms Hendrina Haipinge, based on her income status.
- (c) That the donation of Erf 7553, Extension 28, Swakopmund to Ms Hendrina Haipinge be published in newspapers for possible objections to ensure first-time property ownership.
- (d) That ministerial approval be obtained to enable the transfer of Erf 7553, Extension 28, Swakopmund, in terms of Section 30(1)2 of the Local Authority Act to Ms Hendrina Haipinge.
- (e) That the initial conditions of allocation of erven as approved by Council on 03 September 2024 will be applicable.
- (f) That upon Council's approval under point (b), Mr Teofelus Abed be informed that Erf 7553, Extension 28, Swakopmund is allocated to Ms Hendrina Haipinge.
- (g) That Council rejects the objection of Ms Paulina Ambia as she was not registered during the enumeration phase.
- (h) That an investigation be conducted to determine whether to register Ms Paulina Ambia for allocation of an alternative Erf in Phase 2.
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