



+264 64 410 4201



www.swakopmund.na



P O Box 53, Swakopmund, Namibia

Ref No: **5/2/1/1/2**

Enquiries: **Ms A Kahuika**

19 June 2025

The Chairperson and Members
of the Management Committee
Municipality of SWAKOPMUND

Dear Sir / Madam_

NOTICE: ORDINARY COUNCIL MEETING

Notice is hereby given in terms of Section 24 (1) of the Local Authorities Act of 1992, Act 23 of 1992 as amended, of a **ORDINARY COUNCIL MEETING** to be held:

DATE : **THURSDAY, 26 JUNE 2025**

VENUE : **COUNCIL CHAMBERS,
MUNICIPAL OFFICE BUILDING,
C/O RAKOTOKA STREET AND DANIEL KAMHO
AVENUE, SWAKOPMUND**

TIME : **19:00**


Alfeus Benjamin
CHIEF EXECUTIVE OFFICER

ak/-



INDEX

1. **OPENING BY PRAYER, IF SO DESIRED**2. **APPLICATIONS FOR LEAVE OF ABSENCE BY MEMBERS OF COUNCIL**3. **ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL**4. **CONFIRMATION OF MINUTES OF THE PREVIOUS MEETING OF COUNCIL**
(C/M 2025/06/26 - 5/2/1/1/2)4.1 Minutes of the **Ordinary Council Meeting** held on **03 June 2025**.
(pp 90/2025 - 107/2025)5. **INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING OF A COUNCIL**

None.

6. **PETITIONS**

None.

7. **MOTIONS OF MEMBERS**

None.

8. **ANSWERS TO QUESTIONS OF MEMBERS OF WHICH NOTICE WAS GIVEN**

None.

9. **OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS**10. **REPORT OF THE MANAGEMENT COMMITTEE REFERRED TO IN SECTION 26(1)(E) OF THE ACT**10.1 **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING JUNE 2025**

		PAGE
10.(A)	Minutes of the Ordinary Management Committee Meeting held on 17 June 2025	23

Table of Contents

11.	RECOMMENDATION OF THE MANAGEMENT COMMITTEE.....	5
10.	REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETING HELD DURING JUNE 2025	23
11.1.1	ERF 4897, SWAKOPMUND: APPLICATION FOR CONSENT TO TRANSFER UNDEVELOPED INDUSTRIAL ERF TO A SUBSIDIARY COMPANY WITH SAME OWNERSHIP	25
11.1.2	ERF 5229 EXTENSION 15 SWAKOPMUND: ASSESSMENT OF DEVELOPMENT PROPOSAL RECEIVED FOR ERF ZONED "INSTITUTIONAL"	45
11.1.3	EXTENSION 38, SWAKOPMUND: OFFER TO NATIONAL HOUSING ENTERPRISE	56
11.1.4	SWAKOPMUND PRACTICAL SHOOTING CLUB: NEW LEASE PERIOD	64
11.1.5	OUTCOME OF THE INVITATION FOR DEVELOPMENT PROPOSALS FOR EXTENSIONS 4 AND 5, MATUTURA	72
11.1.6	WAIVING OF RESTRICTION ON ALIENATION AND OR TRANSFER CONDITION - ERF 434, SWAKOPMUND	104
11.1.7	PROPOSAL TO HOST A NEW YEAR'S CELEBRATION WITH A FIREWORKS DISPLAY IN SWAKOPMUND	113
11.1.8	INVITATION: ONGWEDIVA TRADE FAIR 2025	133
11.1.9	15TH TKCMC (TRANS KALAHARI CORRIDOR MANAGEMENT COMMITTEE) JOINT LAW ENFORCEMENT OPERATION FROM 07-13 JULY 2025, GHANZI BOTSWANA.....	143
11.1.10	AMBIENT AIR MONITORING IN SWAKOPMUND BY UNIVERSITY OF NAMIBIA NORTH CAMPUS ..	185
11.1.11	REQUEST TO RE-ALLOCATE FUNDS FOR MODIFYING A COMPACTOR TRUCK WITH A CRANE	187
11.1.12	REQUEST FOR PERMISSION TO SELL PROMOTIONAL BRANDED APPAREL AT THE TOURISM INFORMATION CENTRE	190
11.1.13	CONSOLIDATION OF ERVEN 278 (A PORTION OF ERFNO. 32) AND 294 ROSSMUND INTO CONSOLIDATED ERF X	196
11.1.14	REQUEST TO APPROVE THE DEED OF DONATION FOR ERVEN SERVICED WITH GOVERNMENT FUNDING IN VARIOUS EXTENSIONS IN DRC	202
11.1.15	CHANGE OF NAME OF THE PURCHASER OF ERF 4765, MONDESA FROM NICOLAAS PETRUS PHILANDER TO NDUBA AND FILS PROPERTIES CC	210
11.1.16	REZONING OF ERF 2060, SWAKOPMUND EXTENSION 1 FROM <i>SINGLE RESIDENTIAL</i> WITH A DENSITY OF 1:900M² TO <i>SINGLE RESIDENTIAL</i> WITH A DENSITY OF 1:300M² AND SUBSEQUENT SUBDIVISION INTO PORTION A AND REMAINDER.....	228
11.1.17	APPLICATION FOR THE SUBDIVISION OF ERF 7041, SWAKOPMUND, EXTENSION 26 INTO PORTION A AND REMAINDER.....	251
11.1.18	40/40 (CREDIT-LINK) HOUSING PROJECT: THE ALLOCATION OF ERF 1399, EXT.7 MATUTURA TO A FIRST TIME PROPERTY OWNER.....	257
11.1.19	CHANGE OF THE NAME OF THE ENTITY PURCHASING ERF 9239, SWAKOPMUND	281

11. RECOMMENDATION OF THE MANAGEMENT COMMITTEE**11.1 MANAGEMENT COMMITTEE MEETINGS HELD IN JUNE 2025**

ITEM NO	SUBJECT	REF NO	PAGE
11.1.1	Erf 4897, Swakopmund: Application For Consent To Transfer <i>Undeveloped Industrial</i> Erf To A Subsidiary Company With Same Ownership	E 4897	25
11.1.2	Erf 5229, Extension 15, Swakopmund: Assessment Of Development Proposal Received For Erf Zoned " <i>Institutional</i> "	E 5229	45
11.1.3	Extension 38, Swakopmund: Offer To National Housing Enterprise	17/1/4/2/1/11	56
11.1.4	Swakopmund Practical Shooting Club: New Lease Period	13/3/1/5	64
11.1.5	Outcome Of The Invitation For Development Proposals For Extensions 4 And 5, Matutura	17/1/4/2/1/14	72
11.1.6	Waiving Of Restriction On Alienation And Or Transfer Condition - Erf 434, Swakopmund	E 434	104
11.1.7	Proposal To Host A New Year's Celebration With A Fireworks Display In Swakopmund	13/3/2/1	113
11.1.8	Invitation: Ongwediva Trade Fair 2025	3/15/1/1	133
11.1.9	15 th TKCMC (Trans Kalahari Corridor Management Committee) Joint Law Enforcement Operation From 07-13 July 2025, Ghanzi, Botswana	11/1/4/35	143
11.1.10	Ambient Air Monitoring In Swakopmund By University Of Namibia North Campus	12/2/4/5, 17/1/3/7	185
11.1.11	Request To Reallocate Funds For Modifying A Compactor Truck With A Crane	17/2/5/2/3	187
11.1.12	Request For Permission To Sell Promotional Branded Apparel At The Tourism Information Centre	5/4/9	190
11.1.13	Consolidation Of Erven 278 (A Portion Of Erf No. 32) And 294 Rossmund Into Consolidated Erf X	RM 278, RM 294	196
11.1.14	Request To Approve The Deed Of Donation For Erven Serviced With Government Funding In Various Extensions In DRC	15/2/1/2	202
11.1.15	Change Of Name Of The Purchaser Of Erf 4765, Mondesa From Nicolaas Petrus Philander To Nduba And Fils Properties CC	M 979, M 4765	210
11.1.16	Rezoning Of Erf 2060, Swakopmund Extension 1 From <i>Single Residential</i> With A Density Of 1:900m ² To <i>Single Residential</i> With A Density Of 1:300m ² And Subsequent Subdivision Into Portion A And Remainder	E 2060	228
11.1.17	Resubmission: Application For The Subdivision Of Erf 7041, Swakopmund, Extension 26 Into Portion A And Remainder	E 7041	251
11.1.18	40/40 (Credit-Link) Housing Project: The Allocation Of Erf 1399, Extension 7, Matutura To A First Time Property Owner	E 1399 M	257
11.1.19	Change Of The Name Of The Entity Purchasing Erf 9239, Swakopmund	E 1608, E2805, E9239, 9240	280

12. **REPORTS AND RECOMMENDATIONS OF COMMITTEES OR THE CHIEF EXECUTIVE OFFICER**

None.

13. **DRAFT REGULATIONS AND TARIFFS, IF ANY**

None.

90 / 2025

MINUTES

of an **Ordinary Council Meeting** held in Council Chambers, Municipal Head Office, Swakopmund on **Tuesday, 03 June 2025 at 19:00.**

PRESENT:

Councillor S M Kautondokwa	:	Deputy Mayor
Councillor W O Groenewald	:	Chairperson of the Management Committee
Councillor H H Nghidipaya	:	Member of the Management Committee
Councillor M Henrichsen	:	Member of the Management Committee
Councillor E Shitana	:	Member of the Management Committee
Councillor P Shimhanda	:	Member of Council
Councillor D Namubes	:	Member of Council

OFFICIALS:

Mr A Benjamin	:	Chief Executive Officer
Mr M Haingura	:	General Manager: Corporate Services & HC
Mr C McClune	:	General Manager: Engineering and Planning Services
Mr H !Naruseb	:	General Manager: Finance
Mr A Kationdorozu	:	General Manager: Health Services and SWM (Acting)
Ms L Mupupa	:	Public Relations Officer
Ms A Kahuika	:	Administration Officer: Administration

ALSO PRESENT:

Twenty nine (29) members of the public, Swakopmund Municipal Sports Club members and one member of media from Namib Times.

1. **OPENING BY PRAYER**

Pastor Jaco Vollgraaff opened the meeting with a prayer.

2. **ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL**

(C/M 2025/06/03 - 5/2/1/1/2)

On the proposal of Councillor D Namubes seconded by Councillor E Shitana., it was:

RESOLVED:

That the agenda be adopted.

3. **APPLICATIONS FOR LEAVE OF ABSENCE AND DECLARATION OF INTEREST BY MEMBERS OF COUNCIL**

3.1 Application for leave of absence:

Councillor B R !Goraseb	-	Approved
Councillor C-W Goldbeck	-	Approved
Councillor D Am-!Gabeb	-	Approved
Councillor P Shimhanda	-	Approved

3.2 Declaration of interest:

None.

4. **CONFIRMATION OF MINUTES**

(C/M 2025/06/03 - 5/2/1/1/2)

4.1 **MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 01 APRIL 2025**

(C/M 2025/06/03 - 5/2/1/1/2)

On the proposal of Councillor M Henrichsen seconded by Councillor H H Nghidipaya, it was:

RESOLVED:

That the minutes of the Ordinary Council Meeting held on 29 April 2025, be confirmed as correct.

5. **INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING OF A COUNCIL**

None.

6. **PETITIONS**

None.

7. **MOTIONS OF MEMBERS**

None.

8. **ANSWERS TO QUESTIONS OF MEMBERS OF WHICH NOTICE WAS GIVEN**

None.

9. **OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS**

(C/M 2025/06/03 - 5/5/2)

Honourable Councillors Mr. Alfeus Benjamin, the Chief Executive Officer ,General managers, Managers and officials of Council,

Pastor Jaco Vollgraaff ,Members of the community,Members of the media,Ladies and gentlemen

Good evening once again.

Good evening once again and thank you for availing yourselves to attend tonight's meeting.

Honourable Councillors
Fellow residents of Swakopmund.

Special Acknowledgement - Swakopmund Municipality Sports Club

Before I proceed with the official Council announcements, I would like to take a moment to make a special acknowledgement.

This evening, we are honoured to be joined by the Swakopmund Municipality Sports Club, who travelled all the way to Katima Mulilo to represent our town at this year's NALASRA Games. Please give them a round of applause as they make their way to the stage.

This team participated in various sports codes, including soccer, volleyball, tug of war, netball, and several others.

As the centre of adventure, we are extremely proud of the team for their dedication, commitment, and the spirit of sportsmanship they demonstrated throughout the competition. Activities like these not only promote wellness and camaraderie but also place Swakopmund on the national map in a meaningful way. Congratulations!!!

I would also like to express our sincere gratitude to Kumwe Fishing, who generously sponsored the soccer kits and soccer balls. Their support is deeply appreciated.

To our team, thank you for representing Swakopmund with pride. We encourage you to maintain this positive team spirit and begin preparations for the next games.

Thank you once again for your effort, energy, and excellence.
Please give them a round of applause once again.

Moving on
Honourable Councillors, Ladies and Gentlemen,

Please allow me to share with you the Council announcements, highlighting key events, initiatives, and developments that took place during the month of May.

1. Public Meetings and Community Engagement

On Sunday, 18 May, Council hosted a public meeting with residents of Tamariskia. This session aimed to create a platform for open dialogue, where General Managers shared updates on municipal projects and responded to questions from the community. Regrettably, the meeting was marked by poor attendance, which limited broader engagement and input. We continue to encourage all residents to attend future public meetings, as these platforms provide vital opportunities to engage directly with leadership and contribute meaningfully to the development of their communities.

Also in attendance were representatives from the Namibian Police, who encouraged the formation of a neighbourhood watch and urged residents to report any criminal or suspicious activities to help improve safety in the area. His Worship the Mayor, Cllr Blasius Goraseb, thanked the residents who did attend and reaffirmed Council's ongoing commitment to transparency and effective service delivery.

2. Updates on Land Application Procedures

Moving on to strategic planning and urban development: Council has implemented updated procedures to guide future land allocation. From now on, all land available for sale or lease will be publicly advertised, ensuring equal and fair access to development opportunities in Swakopmund. In recent years, Council has received a high volume of unsolicited land applications. While this signals a growing interest in our town's development, it has also placed strain on municipal resources, leading to delays in service delivery and planning processes. To address this, and in alignment with our Urban Development Strategy, Council has resolved to adopt a more structured, transparent, and strategic approach to land allocation. This policy reinforces our commitment to fairness and responsible urban growth, while strengthening public trust and investment confidence.

3. Progress on the Wagdaar Land Servicing Project

Turning now to infrastructure delivery:

We are pleased to report that the Wagdaar Land Servicing Project is officially underway. The site handover took place on 31 March 2025, followed by the contractor's site establishment on 23 April. As of 23 May, the installation of mass lights and land servicing works has commenced.

This project marks a significant milestone in improving access to essential infrastructure for the Wagdaar community. Council extends sincere gratitude to our valued partners, Erongo RED and Swakop Uranium, for their unwavering support in making this progress possible.

4. Development of Extension 32, Kramersdorf

In a major development, on 22 May 2025, the Municipality of Swakopmund and Erongo RED officially signed a Memorandum of Agreement to launch the development of Extension 32 in Kramersdorf.

This strategic partnership secures a total investment of over N\$ 64 million, with Council contributing N\$ 50 million towards land servicing, and Erongo RED investing N\$ 14 million into electrical infrastructure.

The Extension 32 development will include:

70 Single Residential Erven

8 General Residential Erven

1 Institutional Erf

2 Public Open Spaces

The project will also feature full municipal infrastructure, including bitumen roads, sidewalks, stormwater drains, water and sewerage systems, electricity, and telecommunications.

This initiative represents signals our collective commitment to sustainable urban expansion, housing delivery, and economic opportunity and we eagerly look forward to the great impact it will bring in our town.

In Conclusion

Honourable Councillors, Ladies and Gentlemen,

These developments from infrastructure projects and revised land procedures to community engagement efforts all reflect Council's commitment to building a vibrant, inclusive, and well-served Swakopmund.

Council extends its sincere appreciation to all stakeholders and residents for their continued support and participation as we are all holding hands in shaping the town's progress and shared growth.

I thank you.

Cllr
Deputy Mayor

S.

Kautondokwa

10. REPORT OF THE MANAGEMENT COMMITTEE REFERRED TO IN SECTION 26(1) (E) OF THE ACT

10.1 REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING APRIL 2025

(C/M 2025/06/03 - 5/2/1/1/2)

RESOLVED:

That the report to Council on the resolutions taken by Management Committee meetings held on 15 April 2025 be noted.

11. RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD DURING MAY 2025

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 15 MAY 2025**

11.1.1 **APPLICATION FOR RELAXATION OF REAR BUILDING LINES AND SET-BACK ON ERF 5705, SWAKOPMUND, EXTENSION 18**

(C/M 2025/06/03 - E 5705)

RESOLVED:

- (a) That the application for “*Special Consent*” to relax the building line on Erf 5705, Swakopmund Extension 18, from three (3) metres to zero (0) metres on the rear boundary line be approved.
- (b) That the application for setback on the first floor from five (5) metres to zero (0) metres on the rear boundary line be approved on condition that the firewall is extended by 2 metres wide.
- (c) That the applicant demolishes the internal boundary wall separating the main house from the proposed sub-dwelling, constructed without approval, before a completion certificate is issued.
- (d) That the objectors be informed of their rights to appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-eight (28) days from the date of the decision in terms of Clause 8.7 of the Swakopmund Zoning Scheme.
- (e) That the applicant be informed of their rights to appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-eight (28) days from the date of the decision in terms of Clause 8.7 of the Swakopmund Zoning Scheme.

11.1.2 **RESUBMISSION: RESCINDING OF THE COUNCIL RESOLUTION NUMBER (C/M 202103/25 - 16/1/4/1/1): REPEALING OF THE SWAKOPMUND ZONING SCHEME NUMBER 61 AND RECONFIRMATION OF THE COUNCIL RESOLUTION NUMBER C/M 2020/07/30**

(C/M 2025/06/03 - 17/1/4/1/2)

RESOLVED:

- (a) That Council acknowledges and responds to the letter by the attorney, J G Van Der Merwe.
 - (b) That Council seeks a legal opinion on rescinding Scheme 61 versus operationalization of Scheme 71.
 - (c) That the General Manager: Engineering and Planning Services develops the concept together with the Height Policy after receipt of the legal opinion.
-

11.1.3

REQUEST TO INCREASE THE GRATUITY PAYMENT FOR ALL ENDORSED COMMITTEE MEMBERS

(C/M 2025/06/03 - 17/1/4/2/1/2, 17/1/4/2/1/11)

RESOLVED:

- (a) That Council repeals point (e) of the Council resolution passed on 24 November 2024 under item 11.1.44:

That a once-off gratuity payment of N\$1,500.00 applies to all committee members who participate in the enumeration exercise once the projects are completed in the relevant extensions they serve.

and replace it with

That Council approves the payment of a once-off gratuity payment of **N\$3,500.00** to all committee members who actively participated in the enumeration exercise after the projects are completed in the extensions they serve.

- (b) That the following **DRC Proper (Extensions 27, 29 and 30, Swakopmund) Committee Members** be paid a once-off payment of (N\$3,500.00 x 20 = N\$70,000.00) to active Committee Members.

1. *Elizabeth Elao*
2. *Zibora Auxas*
3. *Haimbili Ndinelago*
4. *Martha Shimbonga*
5. *Dula Helena*
6. *Emilie M Lukombo*
7. *Sishango Tulile*
8. *Ndaudako Gabriel*
9. *Sevelia Djuulume*
10. *Haimbodi Paulina*
11. *Gideon Abisai Nambili*
12. *Alleta Shaningwa*
13. *Aphonsina Makuti*
14. *Ndahambelela Shimwefeni*
15. *Jakobina Gideon*
16. *Joba Namanda*
17. *Maria Karembere*
18. *Arnold Tsuseb*
19. *Charles Kandjani*
20. *Richard Andrew Howoseb*

- (c) That the following **Seaside (Extensions 37, 38, 24 and 25, Swakopmund) Committee Members** be paid a once-off amount of (N\$3,500.00 x 19 = N\$66,500.00) to active Committee Members.

1. *Stanley Thaniseb*
2. *Bulani Witbooi*
3. *Annalie Matsuis*
4. *Frederick Naobeb*
5. *Paul Damara Gaseb*
6. *Josef Hailuuda*
7. *Censely Naruseb*
8. *Shaanika Wilbard*
9. *Sara Ngairo*

10. *Sandra Seibes*
11. *Kahenikutji Jacobs*
12. *Immanuel Tjihozu*
13. *Maleagi Uahupirapi*
14. *Philipus Gideon*
15. *Erika Ndjitaviua*
16. *Maipu Ortner*
17. *Landine Kaundje*
18. *Clugust Nowaseb*
19. *Norman Gariseb*

- (d) That the following Committee Members in Wagdaar (Extensions 40, 41, and 42), Extension 28 and Extension 14, where the enumeration exercise was completed (during the periods indicated under point 2 in the submission) be compensated at a rate of N\$3,500.00 x 17 (total members below) = N\$59,500.00.

Wagdaar Committee Members:

1. *Hildegardt Vaendapi Katjiukua*
2. *Lovis Ngesheya*
3. *Rebecca Ndume*
4. *Aron Haufiku*
5. *Junius Niinkoti*
6. *Nghilongwa Perrys Petrus*
7. *Josef Swartbooi*
8. *Frans Stefanus*

- *The total amount for the 8 members is, 8 x N\$3,500.00 = N\$28,000.00 (included in the N\$59,500.00).*

Extension 28 & 31 South Committee Members:

1. *Caroline Kasenda*
2. *William Makayi*
3. *Mathilda Swartz*

- *The total amount for the 3members is, 3 x N\$3,500.00 = N\$10,500.00 (included in the N\$59,500.00).*

Extension 14, Mondesa Committee Members:

1. *Fillipus Gariseb*
2. *Gisela Garoes*
3. *Jemie Jeans Hansen*
4. *Uapanda Tjiveze*
5. *Lucia Kanana*
6. *Tobias Elias*

- *The total amount for the 6 members is, 6 x N\$3,500.00 = N\$21,000.00 that is (included in the N\$59,500.00).*

- (e) That no gratuity payment be entertained when no assistance was provided in the enumeration process of occupants in a particular extension/s.
- (f) That a letter be distributed to verify whether all listed Committee Members participated in the enumeration exercise in their areas.

No.	Erf No.	Ext	Name & Surname Of Applicant	Income
7	7887 (1233)	29	Jonas Hashiko	High Income

- (e) That only relatives residing in Swakopmund be approved for allocation of the erven to reside on the erf of the deceased relative.

11.1.5

LEASE / SALE OF LAND TO DEVELOP A SOLAR COMPONENT MANUFACTURE PLANT BY NACIDO MINING CC

(C/M 2025/06/03 - 17/2/11/2, 17/1/4/2/1/12)

RESOLVED:

- (a) That Council repeals point (b) of its resolution of 31 August 2023, item 11.1.7 to lease a portion of land measures 10 Ha to Granville Energy Namibia (Pty) Ltd for the establishment and operation of a solar component manufacturing plant and approve the sale of the same portion (located on the green triangle area indicated on the map attached as Annexure G) to Nacido Mining CC:

“(b) That Council, in principle, supports the leasing of a 10-hectare size land, next to the HDF-Energy development to Messrs Granville Energy Namibia (Pty) Ltd for a period of 9 years and 11 months, with the option of renewal, for the establishment and operation of a solar component manufacturing plant.”

- (b) That Council does not approve the application to lease the portion of land or reserve an additional portion of land of the remaining portion of land for storage of the manufactured panels.
- (c) That the purchase price be approved at N\$104,324.00 / Ha x the size of the Surveyor-General approved diagram (when issued), excluding 15% VAT, subject to the standard increase prescribed in Council's Property Policy, clause 7.5.
- (d) That Nacido Mining CC confirms acceptance in writing of the purchase price per Ha and the conditions of sale.
- (e) That no betterment fee be charged as the purchase price was determined assuming the use of the land as industrial for a solar component manufacturing plant.
- (f) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992 (as amended), Urban and Regional Planning Act, Act 5 of 2018, and the Environmental Management Act, Act 7 of 2007, respectively, be dealt with successfully.
- (g) That Nacido Mining CC appoints a town planner at their cost, to attend to the subdivision of the relevant portion of land and rezoning the portion from “Undetermined” to “industrial” for the establishment and operation of a solar component manufacturing plant.
- (h) That the following conditions be registered against the title deed of the to-be-created erf:

- (i) That the portion of land be used exclusively for the establishment and operation of a solar component manufacturing plant.*
- (ii) That no residential accommodation be allowed, except overnight accommodation and ablution facilities for shift workers/security guards of the venture.*
- (iii) That the property may not be alienated (including a change in shareholding / members) unless a completion certificate is issued in respect of the structural improvements, referred to in (j) (xii) below.*
- (iv) That the property or any portion thereof may not be subdivided and or alienated without being offered to Council at the purchase price such was obtained from Council.*
- (i) That the sale transaction be subject to Council's standard conditions of sale by private treaty:*
 - (i) That the purchaser pays a deposit of N\$100,000.00 towards the statutory costs relating to the transaction, including, but not limited to, advertising costs, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction.*
 - (ii) That the above deposit be paid within 90 days from the Council resolution approving the sale and purchase price, failing which Council's resolution will be revoked at the next Council meeting following the expiry of the 90 days.*
 - (iii) That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the transfer of the erf.*
 - (iv) That all costs related to the transaction be for the account of the purchaser.*
 - (v) That Council applies for approval from the Ministry of Urban and Rural Development in terms of section 63(2) (b) read together with Section 30 (1) (t) to proceed with the transaction as the portion of land is undivided townlands.*
 - (vi) That the transaction be concluded within 120 days from a diagram being approved by the Surveyor General, indicating the property description.*
 - (vii) That payment of the purchase price be secured either in cash or bank guarantee in favour of the Swakopmund Municipality within 120 days from a diagram being issued by the Surveyor-General.*
 - (aa) Failure to secure the purchase price within the required period will result in cancellation without the need to place the purchaser on terms.*
 - (bb) Should the purchase price be secured by a bank guarantee the transfer must be effected on / before the 120th day, otherwise interest will be levied as from the date of last party signing the agreement (date of sale) until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale, i.e. date of last party signing the agreement.*
- (viii) That the purchaser accepts that no rights will accrue to them from Council's resolution unless all the relevant conditions of the Property*

Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.

- (ix) The portion of land is sold "voetstoots" or "as is" with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the layout or situation or subterranean composition of the property or any improvements thereon. The Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage, and water connections are suitable for the intended use of the property.**
- (x) That no development or construction be permitted to commence unless approved by the GM: Engineering & Planning Services.**
- (xi) That the portion of land be fenced to the satisfaction of the GM: Engineering & Planning within 24 months date of the last party signing the agreement Services.**
- (xii) That the purchaser constructs structural improvements on site valued at least equal to the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition or surface of the property.**
- (xiii) That the said improvements be completed within 24 months (2 years) from the date of transfer.**
- (xvi) The agreement of sale shall be signed and returned to the Swakopmund Municipality by the purchaser within 21 days of receipt thereof by the purchaser.**
- (xiv) That the purchaser indemnifies Council against any claims for damages in respect of the use of the site and or resulting from blasting, should blasting need to be done.**
- (xv) That the purchaser provides the registration documentation of the entity (Council resolution of 27 April 2017 under item 11.1.10) and that the shareholders / members must be cautioned that the shareholders / members remain the same until the transfer is completed and they have complied with all conditions of sale.**
- (xvi) That Nacido Mining CC provides / installs all required services at their cost to the satisfaction of the General Manager: Engineering & Planning Services and Council, and be indemnified of any possible claims.**
- (xvii) That Nacido Mining CC be required to commence substantive commercial activities within 24 months from the date of registration of the transfer, failing which the agreement shall be cancelled and the property returned to Council.**
- (k) That the following additional conditions be applicable:**
 - (i) That a right of way servitude be registered over Council's property to allow access to the portion of land, if required.**
 - (ii) That the following statutory processes be finalized by the developer within 24 months after approval being obtained by Council in terms of (vii) below:**

- (1) Subdivision of the portion of land.**
- (2) Rezoning of the newly created erf to special use for the establishment and operation of a solar component manufacturing plant.**
- (3) That an environmental clearance certificate be obtained in terms of the Environmental Management Act, Act 7 of 2007.**

- (vii) That an environmental clearance certificate be obtained in terms of the Environmental Management Act, Act 7 of 2007.**

11.1.6

APPLICATION BY BENHARD GERHARD TO PURCHASE A STREET PORTION IN FRONT OF ERF 4089, MONDESA

(C/M 2025/06/03 - M 4089)

RESOLVED:

- (a) That Council approves the sale of a portion of Omulondo Street measuring 287m² to Mr. Benhard Gerhard, to be consolidated with Erf 4089, Mondesa.**
- (b) That Council takes note that Mr. Iyambo Toivo, owner of Erf 1646, has confirmed his interest in purchasing a portion of Omulondo Street measuring 12.5m² to be consolidated with Erf 1646, Mondesa.**
- (c) That the owners of Erven 1652, 1670, 1651, 1669, 1650, 1668, 1649, 1667, 1648, 1666, Mondesa, be requested to indicate their interest in purchasing the open space in front of their erven.**
- (d) That the purchase price for the portions referred to in points (a), (b), and (c) above be approved at N\$ 116.00/m².**
- (e) That once the erf owners mentioned in point (c) express their intention to purchase the adjacent open spaces, they shall be responsible for sharing the statutory costs associated with the permanent closure as well as the subdivision and consolidation as required in terms of the Urban & Regional Planning Act, Act No. 5 of 2018, and the Environmental Management Act, Act No. 7 of 2007.**
- (f) That Council assist the purchasers to relocate/ reroute the services in Omulondo Street and recover the cost of NS276 394.64 from each purchaser on a pro-rata basis.**
- (g) That upon completion of the statutory processes, the statutory requirements for the alienation of land in terms of the Local Authorities Act, Act 23 of 1992, as amended, be complied with.**
- (h) That all costs related to the transactions be for the account of the purchasers.**
- (i) That the following standard conditions be applicable:**

- (i) That Mr Benhard Gerhard (Erf 4089) and Mr Iyambo Toivo (Erf 1646) pay a deposit of N\$ 10 000.00 each towards the statutory costs relating to the transaction including, but not limited to advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction.*
- (ii) That the above deposit be paid within 90 days from the Council resolution approving the sale and purchase price, failing which Council's resolution will be revoked at the next Council meeting following the expiry of the 90 days.*
- (iii) That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the transfer of the erf.*
- (iv) That the purchaser accepts that no rights will accrue to him from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*

11.1.7

FORMALIZATION OF THE SWAKOPMUND INTERNAL CRIME FORUM (SICF)
(C/M 2025/06/03 - 9/4/1/10)

RESOLVED:

- (a) That Council resolves to establish and duly formalize the Swakopmund Internal Crime Forum (SICF), which shall serve as an institutional platform for inter-agency collaboration with the objective of promoting and enhancing public safety and security within the jurisdictional limits of the Municipality of Swakopmund.**
- (b) That the membership of the Swakopmund Internal Crime Forum comprise the following stakeholders: - representatives from the Swakopmund Local Authority, the Namibian Police Force (NAMPOL), neighbourhood watch groups, the business community (including entities such as the Chamber of Commerce, the Hospitality Association of Namibia (HAN), relevant Government Ministries (such as Health and Social Services, Fisheries, etc.), as well as registered private security service providers.**
- (c) That Council appoints, Councillor M Heinrichson as a Chairperson and Councillor H H Nghidipaya as Deputy Chairperson to provide strategic leadership to the Forum, including presiding over meetings and overseeing the Forum's overall direction and mandate for a period of 2 years.**
- (d) That the Municipality, via the Emergency and Law Enforcement Division, be responsible to handle administrative responsibilities such as preparing minutes and official documents, managing records and correspondence, and organizing and preparing for meetings.**
- (e) That Council approves and adopts the Terms of Reference and administrative procedures of the Swakopmund Internal Crime Forum (SICF), as outlined in the attached documentation as "Annexure A" (on file).**

11.1.8

SUBDIVISION OF ERF 4378, MONDESA EXTENSION 3 INTO PORTION A AND REMAINDER, PERMANENT CLOSURE OF PORTION A AS "PUBLIC OPEN SPACE" AND SUBSEQUENT REZONING OF PORTION A FROM "PUBLIC OPEN SPACE" TO "PARASTATAL" AND THE REGISTRATION OF A 5 METER RIGHT OF WAY SERVITUDE OVER THE REMAINDER IN FAVOUR OF PORTION A.

(C/M 2025/06/03 - M 4378)

RESOLVED:

(a) That Erf 4378, Mondesa, Extension 3, be subdivided into Portion A and Remainder.

(b) That the subdivision will have the following effect:

<i>Erf No</i>	<i>Zoning</i>	<i>Prop. Zoning</i>	<i>± Area (m²)</i>
<i>Portion A</i>	<i>POS</i>	<i>Parastatal</i>	<i>137</i>
<i>RE/4378</i>	<i>POS</i>	<i>POS</i>	<i>1364</i>
TOTAL			1501

(c) That Portion A of Erf 4378, Mondesa Extension 3, be closed as "Public Open Space".

(d) That Portion A of Erf 4378, Mondesa Extension 3, be rezoned from "Public Open Space" to "Parastatal".

(e) That the rezoning of Portion A of Erf 4378, Mondesa, Extension 3 from "Public Open Space" to "Parastatal" not be subject to a compensation fee in respect of betterment and endowment.

(f) That a 5-meter wide right of way servitude be registered over the Remainder Erf 4378, Mondesa, Extension 3 in favour of Portion A for access purposes.

(g) That the General Manager: Corporate Services and Human Capital Department determines the purchase price payable to Council for the excess area, constituting a total of 37m² in extent.

(h) That the property be transferred into the name of the Erongo Regional Electricity Distributor Company (Pty) once statutory procedures are finalized.

11.1.9

SUBDIVISION OF PORTION 111 OF FARM 163 SWAKOPMUND INTO PORTIONS A, B AND REMAINDER

(C/M 2025/06/03 - PORTION 111 OF FARM 163)

RESOLVED:

(a) That the subdivision of Portion 111 (a portion of Portion 71) of Farm 163, into Portions A, B, and Remainder, be turned down as it is not in line with the Swakopmund Structure Plan 2020-2040

(b) That the applicant be informed of this decision and their rights that they may appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-one (21) days from the date of the decision in accordance with Regulations 18 of the Urban and Regional Planning Act,

11.1.10 **APPLICATION FOR THE REZONING OF ERF 931, VINETA EXTENSION 4 FROM GENERAL RESIDENTIAL 2 WITH A DENSITY OF 1:250 TO GENERAL RESIDENTIAL 1 WITH A DENSITY OF 1:250**

(C/M 2025/06/03 - V 931)

RESOLVED:

- (a) That the rezoning of Erf 931, Vineta Extension 4, from "General Residential 2" with a density of 1:250 to "General Residential 1" with a density of 1:250 be approved.
- (b) That the rezoning of Erf 931, Vineta Extension 4, be not subject to a betterment fee.
- (c) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme, and no parking on street reserve shall be tolerated.
- (d) That the applicant provides proof that the rezoning has been approved by the Minister and promulgated.
- (e) That the objectors be informed of Council's decision and their right to appeal to the Minister against Council's resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act 5 of 2018) within 21 days of receipt of notice of this resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the stipulated period.

11.1.11 **REQUEST FOR PERMISSION FOR SWAKOPMUND MUNICIPALITY TO PARTICIPATE IN THE 14TH NALASRA GAMES - KATIMA MULILO**

(C/M 2025/06/03 - 13/6/3)

RESOLVED: (For Condonation by Council)

- (a) That permission be granted for 45 participants of the Swakopmund Municipal Sport & Social Club to participate in the 2025 NALASRA Games in Katima Mulilo from 26-30 May 2025.
- (b) That permission be granted for the Swakopmund Municipal Sport and Social Club to proceed with preparations and organisation for the event.
- (c) That Permission be granted for the use of the Municipal Minibus (N 3695 S) for travel between 24-30 May 2025.
- (d) That Council grants approval, in principle, for special leave for participating staff members, subject to approval by their respective Heads of Department, as per conditions of employment.
- (e) That the following five (5) Councillors accompany the group to the NALASRA Games:
 - Councillor S Kautondokwa
 - Councillor E Shitana
 - Councillor H H Nghidipaya

11.1.13 **SWAKOPMUND MUNICIPAL REST CAMP PROPOSED BUSINESS MANAGEMENT MODEL**
(C/M 2025/06/03 - 15/2/7/1/3)

RESOLVED:

- (a) That Council agrees to retain the Municipal Restcamp as a municipal asset and prohibits any sale or transfer to third parties.
- (b) That Council allocates funds annually, through the municipal budgeting process - to renovate, refurbish and maintain the Municipal Restcamp.

That the anticipated upgrading and revitalisation of the Municipal Rest camp be implemented in clearly defined phases (as approved during CM meeting of 12 December 2023 viz, Phase 1 - Fish, Phase 2 - Welwitschia and Gecko, Phase 3 - Dunes, Phase 4 - Brandberg, Phase 5 - Moon Valley) until the entire facility is fully upgraded in line with applicable standards and community

11.1.14 **MEMORANDUM OF AGREEMENT WITH ERONGO RED TO CO-FUND THE DEVELOPMENT OF EXT. 32 KRAMERSDORF**
(C/M 2025/06/03 - 17/1/4/2/1/7)

RESOLVED:

- (a) That Council approves the Memorandum of Agreement with Erongo RED for the co-funding for the development of Extension 32, Kramersdorf.
- (b) That Council nominates the following officials to act as the Liaison Officers under this Memorandum of Agreement, namely,
 - *General Manager: Engineering and Planning Services (Technical Liaison Officer)*
 - *General Manager: Finance (Finance Liaison Officer)*
 - *General Manager: Corporate Services and Human Capital (Properties Liaison Officer)*
- (c) That the Chairperson of the Management Committee or a delegate and the Chief Executive Officer or a delegate signs the Memorandum of Agreement.

13. **DRAFT REGULATIONS AND TARIFFS, IF ANY**

None.

107 / 2025

The meeting adjourned: **19:32.**

Minutes to be confirmed on: **26 June 2025.**

Councillor S M Kautondokwa
DEPUTY MAYOR

Mr Alfeus Benjamin
CHIEF EXECUTIVE OFFICER

10. **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETING HELD DURING JUNE 2025**

10.1 (A) **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 17 JUNE 2025**

2. **CONFIRMATION OF MINUTES**

(M/C 2025/06/17 - 5/2/1/1/2)

2.1 **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 08 MAY 2025**

On the proposal of Councillor H H Nghidipaya and seconded by Councillor D Am-!Gabeb, it was:

RESOLVED:

That the Minutes of the Management Committee meetings held on 08 May 2025 be confirmed as correct.

2.2 **MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 15 MAY 2025**

On the proposal of Councillor H H Nghidipaya and seconded by Councillor D Am-!Gabeb, it was:

RESOLVED:

That the Minutes of the Management Committee meetings held on 15 May 2025 be confirmed as correct.

2.3 **MATTERS ARISING FROM THE PREVIOUS MINUTES**

None.

7. **MATTERS REFERRED BY PREVIOUS COUNCIL- AND MANAGEMENT COMMITTEE MEETINGS**

7.9 **PROPOSAL TO HOST A NEW YEAR'S CELEBRATION WITH A FIREWORKS DISPLAY IN SWAKOPMUND**

(M/C 2025/06/17 - 13/3/2/1)

RESOLVED:

That this item be withdrawn from the Agenda, as it is duplicate of item 7.7.

8. **POLICY MATTERS**

8.5 **ATTENDANCE OF COUNCILLORS AT TRADE FAIRS, FUNCTIONS, EXHIBITIONS, AND GALA DINNER**

(M/C 2025/06/17 - 12/1/1, 13/4/2)

RESOLVED:

That this item be referred to the next Management Committee meeting for further consultation.

8.8 **GRANT: CIRCUWASTEVEVETAFRICA UPDATE**

(M/C 2025/06/17 - 18/6/1)

RESOLVED:

- (a) **That Management Committee takes note of the update on the project and payment made by the European Union in respect of the first phase.**
- (b) **That it be noted that the project is primarily focussed on Waste and therefore the team representing Council be updated as follows:**
- ***General Manager: Health Services and Solid Waste Management***
 - ***Manager: Health Services and Solid Waste Management***
 - ***Manager: Corporate Services - delegated LEAR***
 - ***Health Practitioner***
 - ***Head: Solid Waste - Project contact person***
-

11. **RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD DURING JUNE 2025**

11.1 **MANAGEMENT COMMITTEE MEETING HELD ON 17 JUNE 2025**

11.1.1 **ERF 4897, SWAKOPMUND: APPLICATION FOR CONSENT TO TRANSFER UNDEVELOPED INDUSTRIAL ERF TO A SUBSIDIARY COMPANY WITH SAME OWNERSHIP**

(C/M 2025/06/26 - E 4897)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **7.1** page **03** refers.

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

1. **Introduction**

A letter dated **28 January 2025** was received from Mr Gerrit Christo John Mouton, the Director of The Old Power Station Investments (Pty) Ltd (hereinafter referred to as TOPSI) requesting Council's permission to transfer Erf 4897, Swakopmund to a subsidiary company under the same ownership (**Annexure "A"**).

Annexure "A" : Letter dated **28 January 2025** from Mr Gerrit Christo John Mouton, the sole shareholder and Director of The Old Power Station Investments (Pty) Ltd.

Annexure "B" : Letter dated **29 April 2025** from The Old Power Station Investments (Pty) Ltd explaining the business interest in the entity that the company is selling.

Annexure "C" : Company Registration of The Old Power Station Investments (Pty) Ltd confirming Mr G C J Mouton as sole shareholder.

Annexure "D" : Securities Transfer Form confirming that Mr G C J Mouton is the sole shareholder of Germo Fishing (Pty) Ltd as the shares of Mr Garth Cornell Mouton was transferred to him. Also attached the change of name from Royal Toilet Paper (Pty) Ltd to Germo Fishing (Pty) Ltd.

2. **Reasons for the Application**

TOPSI purchased Erf 4897 Swakopmund on **21 May 2018** and motivates the reasons for the application as follows and explained:

- TOPSI is currently going through a change in ownership with additional shareholders.
- The new ownership of the TOPSI does not intend to engage in any development projects.
- Erf 4897, Swakopmund does not form part of the transaction to the new buyers purchasing the entity.
- TOPSI further explains in their letter dated **29 April 2025** that the company has two large erven registered under its portfolio being Erf 8717, Windhoek and Erf 8158, Windhoek measuring 12 546m² and 6 238m² respectively which are being sold as going concerns (rentals income) through the sale of the entity, TOPSI (**Annexure "B"**).

Therefore, commercially convenient to exclude Erf 4897, Swakopmund from the ownership of TOPSI by allowing the transfer to another entity, Germo Fishing (Pty) Ltd of which as stated above Mr G C J Mouton is the sole shareholder.

Clause 7.1.3 of the deed of sale is relevant and quoted below:

"7.1.3 the condition that the ERF may not be alienated unless it has been improved at the minimum value stipulated in paragraph 4 of Annexure "A". "Improved" shall be construed to mean the construction of a building or buildings designed commensurate with the use-zoning of the ERF.

3. **Background**

3.1 **Purchase of Erf 4897, Swakopmund**

Mr Gerrit Christo Mouton, the sole shareholder of TOPSI bought Erf 4897, Swakopmund (19 476m²) in the amount of N\$ 3 642 100.00 plus N\$546 315.00 (15% VAT). The transfer documents were signed by Council on **18 July 2018**, but ownership of the erf is not yet transferred in the Deeds Registry Office due to delays at Masiza Law Chambers, the conveyancer. A written explanation for the delays was requested from Masiza Law Chambers on **04 April 2025**, but no reply was received to date (10 May 2025).

3.2 **Pre-Emptive Restriction Registered to Avoid Speculation**

Industrial erven in Extension 10 are registered with a restrictive condition in order to avoid speculation by purchasers to transfer properties to 3rd parties prior to developing such. Should the purchaser intend to sell the undeveloped property, he / she must first offer it to Council to purchase.

As per clause 7.1.3 quoted under point 2 above, the development of Erf 4897, Swakopmund must be completed before the purchaser is allowed to alienate the erf to a 3rd party.

A pre-emptive right was registered in favour of Council in order to avoid speculation by the purchasers and to ensure that they construct improvements on the property before they can sell.

3.3 **Additional / Alienation of Shareholding of Old Power Station Investments (Pty) Ltd**

Clause 7.1.3 above states that the equity in a corporate entity may not be changed as this also relates to alienation. Mr Gerrit Christo John Mouton is the sole shareholder of the TOPSI (**Annexure "C"**).

Although the purchase price was paid on **13 June 2018**, registration of transfer of ownership of Erf 4897 Swakopmund to TOPSI, being handled by Maziza Law Chambers, is not finalized to date.

As the sole shareholder of TOPSI is the same sole shareholder of the subsidiary company, Germo Fishing (Pty) Ltd (**Annexure "D"**), it is proposed that Council approves the change of ownership from The Old Power Station Investments (Pty) Ltd to Germo Fishing (Pty) Ltd on condition that transfer of ownership of Erf 4897 Swakopmund first be first be transferred to The Old Power Station (Pty) Ltd in terms of Clause 14.1 of the deed of sale quoted below:

"14.1 The PURCHASER, as recorded in paragraph 1 of Annexure "A" hereto, shall take transfer of the ERF in its name and shall not be entitled to take transfer of the ERF in a representative or nominal capacity, save under an appointment as executor,

administrator, trustee or curator in terms of an order of Court or in terms of the laws applicable to insolvency or deceased estates."

4. **Past Decisions by Council re Applications to Waive the Pre-emptive Right**

Council has a record of protecting the public and consistently refusing to waive the pre-emptive period for the sale of the property to third parties. The primary purpose of the restriction of sale of properties is to prevent speculation and to educate the public on the importance of owning fixed property.

Council in the past turned down applications of property owners in Extension 10 who intend to sell their unimproved erven, listed below for ease of reference:

- ① Erf 4812, Swakopmund - Council on **25 October 2018**, item 11.1.13 which was later approved by Council on **30 September 2021** under item 11.1.26
- ② Erf 4892, Swakopmund - Council on **28 March 2019**, item 11.1.13
- ③ Erf 4829, Swakopmund - Council on **23 May 2019**, item 11.1.22

5. **Waiver Applications Approved for Industrial zoned Erven in Extension 10**

For completeness, information and record purposes, the following approvals were granted by Council based not only on economic hardships, but also on merits such as old age and moving of business operations:

On **31 October 2019** Council under item 11.1.10 passed the following resolution:

- (a) *That Council waives the pre-emptive right registered over Erf 4855, Swakopmund and permits Mr Harold V Ganaseb and Mrs Jolanda Ganases to sell their erf to a third party as they are unemployed and currently in financial difficulties and the municipal services are in arrears with N\$ 71 991.44 plus N\$ 242 360.55 from the First National Bank.*
- (b) *That in future, Council waive its pre-emptive rights based on the merit of the application provided that the applicant submits evidence to support the appeal and claim.*

On **26 March 2020**, Council under item 11.1.5 passed the following resolution:

- (a) *That Council waives the pre-emptive right registered over Erf 4893, Swakopmund and permits Mr Samuel Venter to sell his erf to a third party in order to pay his outstanding debts as confirmed by his accountant Messrs Prestige Accounting & Tax Services CC.*
- (b) *That Council takes notes of the financial proof provided by Mr Samuel Venter that he is unable to afford and or develop his erf.*

On **31 August 2020**, Council under item 11.1.4 passed the following resolution:

- (a) *That Council waives the pre-emptive right registered over Erf 4841, Swakopmund and permits PSG Trading Enterprises CC to sell their erf to a third party in order to settle their mortgage bonds and municipal account.*
- (b) *That Council takes note of the financial proof provided by PSG Trading Enterprises CC that they are unable to afford and develop Erf 4841, Swakopmund.*

On **29 October 2020**, Council under item 11.1.1 passed the following resolution:

That Council considers the merit of being a pensioner as motivation whether to waive the pre-emptive right registered over Erf 4857, Swakopmund and permits Mr Valentino Bonadei to sell their erf to a third party as he is unable to develop Erf 4857, Swakopmund.

On **30 September 2021**, Council under item 11.1.26 passed the following resolution:

That Council accepts the merit motivation for the closing of business operations in Swakopmund and waives the pre-emptive right registered over Erf 4812, Swakopmund and permits Messrs KS Properties Namibia (Pty) Ltd to sell their undivided erf to a third party.

On **31 March 2022**, Council under item 11.1.18 passed the following resolution:

"That Council accepts the motivation given, i.e the financial pressure as well as the settlement of the overdraft facility and waives the pre-emptive right registered over Erf 4850, Swakopmund to permit ABTRACT CC to sell their undeveloped erf to a third party".

On **31 March 2022**, Council under item 11.1.19 passed the following resolution:

That Council accepts the motivation given, i.e. Covid-19 drastically changed Virtual Properties CC's circumstances, which made it impossible to develop Erf 4862, Swakopmund and waives the pre-emptive right registered over the same property and permits Virtual Properties CC to sell their undeveloped erf to a third party.

On **31 March 2022**, Council under item 11.1.21 passed the following resolution:

That Council approves the motivation that there was a decline in business revenue and the resultant trading loss and waives the pre-emptive right registered over Erf 4861, Swakopmund and permits Beniz Trading CC to sell their undeveloped erf to a third party.

On **26 October 2023**, Council under item 11.1.14 passed the following resolution:

- (a) *That Council takes note of the application by Roberts Legal Practitioner on behalf of Mr Giacomo Luigi Bonadei.*
- (b) *That Council waves the restriction registered in the Deed of Transfer T 7385/2013 against Erf 4863, Swakopmund due to severe health conditions.*

On **27 June 2024**, Council under item 11.1.21 passed the following resolution:

- (a) *That Council takes note of the application by Muggie Lofty-Eaton, acting on behalf of Ms Diana Husselmann to waive the pre-emptive right registered against Erf 4798, Swakopmund.*
- (b) *That Council waives the restriction registered in the Deed of Transfer T 02672/2014 against Erf 4798, Swakopmund in order to allow Ms D Husselmann as executrix of the estate to sell the property to a third party.*

On **27 June 2024**, Council under item 11.1.23 passed the following resolution:

- (a) *That Council takes note of the application by Mr Christopher Harry King to waive the pre-emptive right registered against Erf 4836, Swakopmund.*
- (b) *That Council waives the restriction registered in the Deed's Office against Erf 4836, Swakopmund in order to allow Mr King to sell his property to a third party based on the property being registered in his personal name and he has reached the age of 60 (is a pensioner as approved by Council on 29 October 2020 under item 11.1.11).*
- (c) *That Council delegates to the Chief Executive Officer the approval of the waiver of the restrictive clause applicable to the sale of erven located in Extension 10, Swakopmund in cases where:*
 - (i) *the property was bought in the personal name of a person;*
 - (ii) *and the owner reached the age of 60 years.*

6. **Discussion**

It is proposed to approve the application and allow Mr Gerrit Christo Johan Mouton, as the sole shareholder of The Old Power Station (Pty) Ltd to transfer undeveloped Erf 4879, Swakopmund to Germo Fishing (Pty) Ltd of which he is also the sole shareholder, on condition that the transfer of ownership first be registered in terms of clause 14.1 to The Old Power Station (Pty) Ltd and that the conditions of the deed of sale be reimposed for Germo Fishing (Pty) Ltd.

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

RECOMMENDED:

- (a) That Council considers the merit of the application being that:
- (i) *Mr Gerrit Christo John Mouton is the same sole shareholder of both The Old Power Station (Pty) Ltd and of Germo Fishing (Pty) Ltd;*
 - (ii) *That excluding / transferring Erf 4897, Swakopmund from the portfolio of The Old Power Station (Pty) Ltd is a commercially convenient option for the company to proceed with the sale of two other properties as going concerns (rental unit income) in the portfolio of The Old Power Station (Pty) Ltd, being Erf 8717, Windhoek and Erf 8158, Windhoek*
- (b) That based on point (a) above, Council waives the pre-emptive right in terms of clause 7.1.3 of the deed of sale of Erf 4879, Swakopmund to allow the transfer of ownership of Erf 4879, Swakopmund from The Old Power Station (Pty) Ltd to Germo Fishing (Pty) Ltd subject to:
- (i) *Ownership of Erf 4879, Swakopmund first be registered in the Deeds Registries Office in the name of The Old Power Station Investments (Pty) Ltd in terms of clause 14.1 of the deed of sale; and*
 - (ii) *All the conditions of the deed of sale be reimposed for Germo Fishing (Pty) Ltd.*
-



P.O. BOX 11877 WINDHOEK
TEL: 09264-61-239453/237453
E-mail : admin@garmo.com.na
//vow@germo.com.na
VAT REG: 2747431-01-5 // COMP REG:
2001/124

28 January 2025

Chief Executive Officer
Mr. Alfeus Benjamin
Municipality of Swakopmund
P.O. Box 53
Swakopmund

Dear Sir.

**RE: APPLICATION REQUESTING FOR CONSENT TO TRANSFER UNDEVELOPED
INDUSTRIAL PLOT // ERF 4897.**

We humbly apply to your good council for permission to transfer the subject ERF 4897 under The Old Power Station Investments (Pty) Ltd to a subsidiary company under the same ownership.

The reasons behind this plea include the following:

1. The Old power station Investments (Pty) Ltd as a business is currently going through a change in ownership, with additional shareholders.
2. The new ownership of the old power station does not wish to engage in any development projects, thus;
3. Erf 4897 does not constitute part of the assets that are under the transaction of the new buyers.
4. Once transfer is approved, the new subsidiary intends to continue with the development of the plot as initially planned.

We look forward to a favorable consideration from the council through this application.

Sincerely

Gerrit Christo John Mouton
Director



P.O. BOX 11877 WINDHOEK
 TEL: 3926461 - 239453/237153
 Email: admin@germo.com.na
 /conty@germo.com.na
 VAT REG: 2747431-01-5 // COMP REG:
 2001/124

29 April 2025

General Manager: Corporate Services & HC
 Mpasí Haingura
 Municipality of Swakopmund
 P.O. Box 53
 Swakopmund

Dear Sir/Madam,

APPLICATION REQUESTING FOR CONSENT TO TRANSFER UNDEVELOPED INDUSTRIAL PLOT // ERF 4897.

Your letter dated **04 April 2025** which we received on **28 April 2025** for the subject application refers.

1. Business interests of The Old Power Station Investments (Pty) Ltd (excluding ERF 4897, Swakopmund): The company has two large Ervens registered under its portfolio. The two ervens form the basis of the proposed sale of the shares to the new/ additional shareholders. Namely Erf 8727 Windhoek and Erf 8158 Windhoek measuring 12, 546sqm and 6,328sqm respectively.
2. The new shareholders will benefit from the rental income of the two Ervens listed in point 1. The complex(es) operates as commercial hubs for over One Hundred business tenants.

I trust that the above information will shed light on our application as we await further instruction from your good office.

Should you have any further inquiries, please do not hesitate to contact us directly via telephone on +26461239453, or via email at admin@germo.com.na

Sincerely

Gerrit Christo John Mouton
 Director

**THE OLD POWER STATION
 INVESTMENTS (PTY) LTD**

 PO Box 11877, Klein Windhoek
 Tel: 239 453 / 226 376 Fax: 248 717
 VAT Reg: 274 431 015

2008 15:59 FROM: GRAND NAMIBIA 254227078 TO: 248717 P.2/16

CH/0257

CERTIFICATE OF INCORPORATION

And

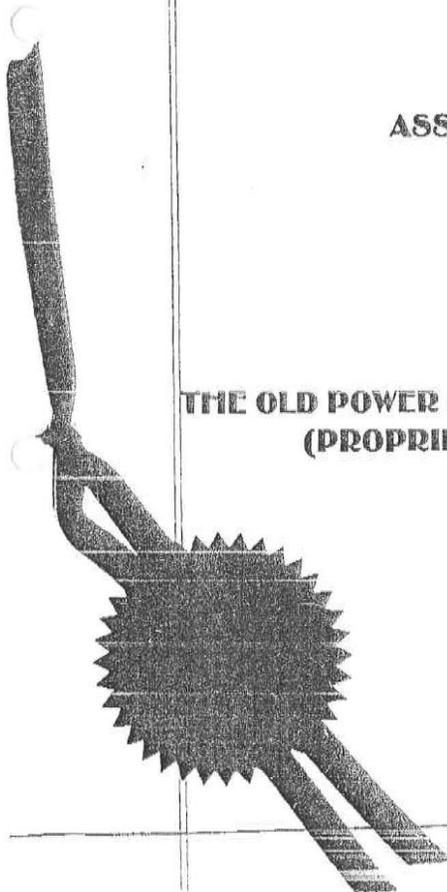
MEMORANDUM AND ARTICLES

Of

ASSOCIATION

Of

**THE OLD POWER STATION INVESTMENTS
(PROPRIETARY) LIMITED**



**GRAND NAMIBIA
38 CHURCH STREET
P O BOX 24304
WINDHOEK**

REPUBLIC OF NAMIBIA
COMPANIES ACT, 1973
(SECTION 64)

CM 1

Registration No. of Company

2001/24

CERTIFICATE OF INCORPORATION
of a company having a share capital

This is to certify that:

**THE OLD POWER STATION INVESTMENTS
(PROPRIETARY) LIMITED**

was this day incorporated under the Companies Act, 1973 (Act 61 of 1973),
and that the Company is a company having a share capital.

Signed and sealed at Windhoek this 13th day of March TWO THOUSAND
AND ONE.


Registrar of Companies

Seal of Companies Registration Office

This certificate is not valid unless sealed by the seal of Companies Registration Office.

CM29

Contents of Register of Directors, Auditors and Officers

Companies Act, 1973, Sec 216 (2), 276, 322(1), 325(1) and 327(1)
COMPANIES REGISTRATION OFFICE

MINISTRY OF TRADE AND INDUSTRY
P O BOX 21214

WINDHOEK, NAMIBIA

Registration No of Company

THE OLD POWER STATION
(PROPRIETARY) LIMITED
P O BOX 24504
WINDHOEK

001104



Return of particulars as at DATE OF INCORPORATION

I. MARIBA SECRETARIAL SERVICES

(name of director or officer)

state that, the written consent of the directors or officers whose names appear in this return have been obtain on a duly completed Form CR 14 (2001) or officers are not disqualified under section 218 or 219.

Signed Maria Theresia Mouton Date 13 FEBRUARY 2001
Company Secretary
P O Box 4020, Ausspannplatz
C/O Vonholdt and Tlope Street
(Suite No. 8, Gannan Park
Windhoek

A. Directors

KEY TO PERSONAL PARTICULARS REQUIRED	PERSONAL PARTICULARS
1. Surname	MOUTON
2. Full forenames	GERRIT CHRISTO JOHN
3. former surname and forenames	
4. Identity number or, if not, available, date of birth	Year: 5 7 0 7 Month: 2 2 Day: 0 8 0 0 3 8 1
5 (a) Date of appointment	DATE OF INCORPORATION
(b) Designation	DIRECTOR
6 Residential address	NO. 41, FLAMINK STREET, HOCHLAND PARK, WINDHOEK
7. Business address	NO. 41, FLAMINK STREET, HOCHLAND PARK, WINDHOEK
8. Postal address	P O BOX 11877, WINDHOEK
9. Nationality (if not Namibia)	NAMIBIAN
10. Occupation	BUSINESSMAN
11. Resident in Namibia (Yes or No)	YES
12. Nature of change in 1 to 5 above and date	NEW APPOINTMENT



CERTIFICATE NO. 2 NUMBER OF SHARES 100

Share Certificate

THE OLD POWER STATION INVESTMENTS (PTY) LTD

2001/124

This is to certify

that GERMO HOLDINGS (PTY) LTD

of PO BOX 90757, KLEIN WINDHOEK, WINDHOEK, NAMIBIA

is the Registered Proprietor of

100,00 (One hundred) ORDINARY SHARE

DISTINCTIVE NUMBERS		NUMBER OF SHARES
FROM	TO	
1-100		100

Fully Paid Shares of R 1,00 numbered as per margin inclusive, in the above-named Company, subject to the Memorandum of Incorporation and the Rules and Regulations of the Company.

Given at WINDHOEK this 09 TH

day of FEBRUARY 2012

Ref: T1
Namibia Secretariat Services CC
Reg no. cc/99/1124
Shop No 4, Garthart Park
Southern Industrial, Windhoek
P.O. Box 338
Windhoek, Namibia

REPUBLIC OF NAMIBIA

Form CM 42

BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA

COMPANIES ACT 2004
(Section 141) (Regulation 58)



CM42

SECURITIES TRANSFER FORM

For exchange control purposes

CERTIFICATION, IF ANY, BY ISSUER OF SECURITY	A	FULL NAME OF ISSUER OF SECURITY AS SHOWN ON CERTIFICATE	
	This portion to be completed by transferor(s) (that is, the person(s) in whose name(s) the securities are at present registered).	Quantity and full description of securities to be transferred TRANSFER FROM [in block letters insert the full name(s) of the present registered holder(s)] [transferor(s)] GARTH CORNELL MOUTON Date of signature I/We the undersigned hereby transfer the above securities from the name(s) aforesaid to the person(s) named below or to the several persons named in Part B of the Broker's Transfer forms (CM41) relating to the above security. _____ _____ Date of signature 18 September 2018	Figures 50 Description ORDINARY SHARES Certificate(s) No.(s) 2
LODGED FOR CERTIFICATION BY	B	TRANSFER TO [in block letters insert the full name(s) and the postal address(es) of the person(s) into whose name(s) the securities are to be transferred]	
	This portion to be completed by the transferee(s) (that is, the person(s) in whose name(s) the securities are to be registered) or agent, except where broker's transfer forms are used.	[transferee(s)] GERRIT C.J MOUTON P.O BOX 11877 WINDHOEK NAMIBIA	
	CONSIDERATION. - State the amount (in figures) paid for the securities. If no consideration was paid, to market value of the securities at the date of the transaction must be stated.		N\$ 50.00
I/We request that such entries be made in the register as are necessary to give effect to this transfer. _____ _____ _____		Name and address or stamp of person lodging this form or stamp of buying broker (if any)	
NAMIBIAN REVENUE STAMPS (UNLESS BROKER'S TRANSFER FORMS ARE USED) or endorsement claiming exemption in terms of the Stamp Duties Act, 1993 		* FOR USE IN REGISTERING OFFICE	

SHARE CERTIFICATE

CERTIFICATE NO.

3

NUMBER OF SHARES

100

GERMO FISHING (PROPRIETARY) LTD

Company Number: 2008/0697

This is to certify

That **GERMO HOLDINGS (PTY) LTD** (2010/0647)

Of **P.O BOX 11877 Windhoek Namibia**

Is the Registered Proprietor of

ONE HUNDRED (100) ORDINARY SHARES

DISTINCTIVE NUMBERS		PERCENTAGE (%)
FROM	TO	
1	100	100

ONE NAMIBIA DOLLAR (N\$ 1.00)

Fully Paid Shares of
 Each, numbered as per margin inclusive, in the
 above-named Company, subject to the Memorandum and
 Articles of Association and the Rules and
 Regulations of the Company.



Premium: 0.00

Ref: Allotment- A1

Given at **WINDHOEK** this 18th Day of **September 2018**

Secretary

Director

REPUBLIC OF NAMIBIA
COMPANIES ACT 2004
(Section 50(3)) (Regulation 16(1))
(to be lodged in duplicate)

CERTIFICATE OF CHANGE OF NAME OF COMPANY

Registration Number of Company
2008/0697

This is to certify that

**ROYAL TOILET PAPER
(PROPRIETARY)LIMITED**

has changed its name by SPECIAL RESOLUTION and is now called

**GERMO FISHING
(PROPRIETARY) LIMITED**

and that the new name has this day been entered in the Register of Companies

Signed and sealed at WINDHOEK this 18 day of September of the year 2013




Registrar of Companies

This certificate is not valid unless sealed by the seal of the Companies Registration Office

469798604

CLIENT

469798604

CERTIFICATE OF INCORPORATION

and

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

ROYAL TOILET PAPER (PROPRIETARY)
LIMITED

NOTARIAL CERTIFICATE OF COLLATION

I, the undersigned

MARLENE ANTONETTE DAMMERT

of Windhoek, in the Republic of Namibia, Notary Public by lawful authority, duly admitted and sworn, do hereby certify and attest unto all whom it may concern that I have this day collated and compared with the originals the copies hereto annexed, marked "A" and "B" being respectively the

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

ROYAL TOILET PAPER (PROPRIETARY) LIMITED

AND I, the said Notary, do further certify and attest that the same are true and faithful copies of the originals, and agree therewith in every respect:

AN act whereof being required, I have granted these presents under my Notarial Form and Seal to serve and avail as occasion shall or may require.

THUS DONE and PASSED at WINDHOEK aforesaid on this 17th day of July 2008.



Association clause

a) Where more than one person signs the memorandum

We, the several persons whose full names, occupations, residential, business and postal addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take up the number of shares in the capital of the Company, as set out opposite our respective names.

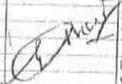
We also agree to pay for the par value shares of the Company as determined by this Memorandum and to pay for the number of no par value shares of the Company, that amount determined by the Company when the shares are issued to us.

Particulars of Subscribers	Number In Words and Type of shares Taken	Date and signature	Particulars of witness	Date and signature
Full Names 1. Garth Cornell Mouton Occupation Businessmen Residential address 42 Flamink Street Hochland Park Windhoek, Namibia Business address 42 Flamink Street Hochland Park Windhoek, Namibia Postal address P O Box 11877 Windhoek, Namibia	50 (FIFTY) ORDINARY SHARES	17 July 2008 	Full Names Astrid van der Westhuizen Occupation Secretary Residential Address 434 Cacao Palm Street Palm Grove Windhoek, Namibia Business address 67 John Meinert Street Windhoek, Namibia Postal address P O Box 23990 Windhoek, Namibia	17 July 2008 
Full Names 2. Gerrit Christo John Mouton Occupation Businessmen Residential address 41 Flamink Street Hochland Park Windhoek, Namibia Business address 41 Flamink Street Hochland Park Windhoek, Namibia Postal address P O Box 11877 Windhoek, Namibia	50 (FIFTY) ORDINARY	17 July 2008 	Full Names Astrid van der Westhuizen Occupation Secretary Residential Address 434 Cacao Palm Street Palm Grove Windhoek, Namibia Business address 67 John Meinert Street Windhoek, Namibia Postal address P O BOX 23990 Windhoek, Namibia	17 July 2008 

TOTAL 100 (ONE HUNDRED) ORDINARY SHARES



SIGNATORIES TO ARTICLES OF ASSOCIATION

Particulars of subscribers	Date and signature	Particulars of witness	Date and signature
1. Full names <u>Garth Cornell Mouton</u> Occupation <u>Businessman</u> Residential address <u>42 Flamink Street, Hochland Park, Windhoek, Namibia</u> Business address <u>42 Flamink Street, Hochland Park, Windhoek, Namibia</u> Postal address <u>P.O. Box 11877, Windhoek, Namibia</u>	17 July 2008 	Full names <u>Astrid van der Westhuizen</u> Occupation <u>Secretary</u> Residential address <u>Erf No 434, Dorado Park Windhoek, Namibia</u> Business address <u>67 John Meinert Road, Windhoek, Namibia</u> Postal address <u>P O Box 23990, Windhoek, Namibia</u>	17 July 2008 
2. Full names <u>Gerrit Christo John Mouton</u> Occupation <u>Businessman</u> Residential address <u>41 Flamink Street, Hochland Park, Windhoek, Namibia</u> Business address <u>41 Flamink Street, Hochland Park, Windhoek, Namibia</u> Postal address <u>P O Box 11877, Windhoek, Namibia</u>		Full names <u>Astrid van der Westhuizen</u> Occupation <u>Secretary</u> Residential address <u>Erf No 434, Dorado Park Windhoek, Namibia</u> Business address <u>67 John Meinert Street, Windhoek, Namibia</u> Postal address <u>P O Box 23990, Windhoek, Namibia</u>	
3. Full names _____ Occupation _____ Residential address _____ Business address _____ Postal address _____		Full names _____ Occupation _____ Residential address _____ Business address _____ Postal address _____	
4. Full names _____ Occupation _____ Residential address _____ Business address _____ Postal address _____		Full names _____ Occupation _____ Residential address _____ Business address _____ Postal address _____	
5. Full names _____ Occupation _____ Residential address _____ Business address _____ Postal address _____		Full names _____ Occupation _____ Residential address _____ Business address _____ Postal address _____	
6. Full names _____ Occupation _____ Residential address _____ Business address _____ Postal address _____		Full names _____ Occupation _____ Residential address _____ Business address _____ Postal address _____	
7. Full names _____ Occupation _____ Residential address _____ Business address _____ Postal address _____		Full names _____ Occupation _____ Residential address _____ Business address _____ Postal address _____	



SHARE CERTIFICATE

CERTIFICATE NO.

3

NUMBER OF SHARES

100

GERMO FISHING (PROPRIETARY) LTD

Company Number: 2008/0697

This is to certify

That **GERMO HOLDINGS (PTY) LTD** (2010/0647)

Of **P.O BOX 11877 Windhoek Namibia**

Is the **Registered Proprietor of**

ONE HUNDRED (100) ORDINARY SHARES

DISTINCTIVE NUMBERS		PERCENTAGE (%)
FROM	TO	
1	100	100

ONE NAMIBIA DOLLAR (N\$ 1.00)

Fully Paid Shares of
Each, numbered as per margin inclusive, in the
above-named Company, subject to the Memorandum and
Articles of Association and the Rules and
Regulations of the Company.



Premium: 0.00

Ref: Allotment- A1

Given at **WINDHOEK** this **18th** Day of **September 2018**

Secretary

Director

ERF 5229 EXTENSION 15 SWAKOPMUND: ASSESSMENT OF DEVELOPMENT PROPOSAL RECEIVED FOR ERF ZONED "INSTITUTIONAL"

(C/M 2025/06/26 - E 5229)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **7.2** page **23** refers.

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

1. **Introduction**

The purpose of this submission is to inform Council that development proposals were invited for the allocation of Erf 5229, Extension 15, Swakopmund (1 856m²) to a non-profit organisation (religious institutions are excluded due the subject erf being smaller than 2 500m²).

On the closing date and time, i.e **09 May 2025** at 12:00, two proposals were received from the educational entities registered as a close corporations (i.e not a non-profit organisation), listed below:

- *EduSteps Private School CC*
- *Future Forward Learning Centre CC*

Attached:

- Annexure "A"** : *List of entities that collected the Development Proposal*
- Annexure "B"** : *Notice 18/2025 inviting non-profit organisation for development proposals*
- Annexure "C"** : *Map indicating the location of Erf 5229, Ext 15, Swakopmund*
- Annexure "D"** : *Application for EduSteps Private School CC*
- Annexure "E"** : *Founding Statement for EduSteps Private School*
- Annexure "F"** : *Application for Future Forward Learning Centre*
- Annexure "G"** : *Future Forward learning Centre Close Corporation Certificate*

2. **Background**

On **30 June 2022** under Item 11.1.6 Council approved the sale of Erf 5229, Extension 15, Swakopmund to Promiseland Trust for the establishment of a school for visually impaired scholars. The sale was cancelled as per Council resolution dated **31 October 2024** under item 11.1.9. Council decided the future allocation of Erf 5229 under point (d):

- (a) *That Council takes note of the letter dated 02 July 2024 from Promiseland Trust for the cancellation of the transaction for the acquisition of Erf 5229, Swakopmund due to not securing enough visually impaired scholars (despite their best efforts) to make the project viable.*
- (b) *That Council authorises the refund of the purchase price paid on 16 November 2022 in the amount of N\$ 154 976.00 as the cancellation is not the result of non-performance in terms of clause 14.1 of the deed of sale.*

- (c) That Council takes note of the unsolicited application dated 31 July 2024 received from R+H Trust to purchase Erf 5229, Swakopmund by private treaty sale and the applicant be encouraged to submit a development proposal as per points (d) and (e) below.
- (d) That development proposals be called from qualifying entities for the allocation of Erf 5229, Extension 15, Swakopmund, subject to the conditions prescribed in Council's Property Policy, excluding religious institutions due to the size of the erf being smaller than the minimum prescribed for religious institutions (2 500m²).
- (e) That the purchase price remains the same as approved at N\$154 976.00 (calculated at N\$83.50 / m² x 1 856m²) (N\$167.00 x 50% = N\$83.50) for non-profit entities of Erf 9060, Swakopmund.

In execution of point (d) of the decision, development proposals were invited from the public under Notice No 18/2025 for the allocation of Erf 5229, Extension 15 Swakopmund to a qualifying entity.

During the invitation period, the public was informed to collect the development proposal documents from Council to complete for the submission of their proposals.

Attached (**Annexure "A"**) is a list of those who collected development proposal documents.

In terms of the notice the following requirements had to be complied with:

- The applicants must provide registration document of the institution e.g. being a non-profit company or a conveyancer's certificate indicating that the institution is properly constituted, i.e. duly certified copy of the current constitution in English.
- If a constitution is submitted, it must clearly indicate the assignees who are empowered to sign documentation on the institution's behalf; and
- The name or entity in which ownership of the property shall vest in an acceptable form for the Deeds Registry purposes.
- Provide proof of financial ability to purchase the erf and to develop the erf immediately after transfer.
- Proof of any cooperation agreements with other tertiary educational institutions.

3. **Discussion**

3.1 On the closing date of **09 May 2025**, two proposals were received at 12:00.

3.2 Both entities do not qualify as they are all registered as Close Corporation, not as non-profit entities as per the requirements. Therefore, they are disqualified accordingly.

3.3 **PRIMARY USE FOR LAND ZONED "INSTITUTION"**

The primary use for land zoned "institutional" is "institutional building" defined as following:

"INSTITUTIONAL BUILDING" means a building or portion of a building used or intended to be used as an old age home, creche, public or private school, community hall, religious or charitable institution and / or the administration thereof, and includes a hospital, clinic or dispensary, whether private or public, used in connection therewith, but does not include:

- (a) a hospital, sanatorium, dispensary or clinic for the treatment of infectious or contagious diseases, or
- (b) premises for the detention of mentally disordered persons, or
- (c) a mental hospital

- 3.4 Council encountered a similar situation with the allocation of Erf 9029 (Homestead (Pty) Ltd) and Erf 9060 (Owato Investment CC) both entities are profit-making both entities were allocated at the full costs of installation of services in respect of Erf 9029 and 9060, Swakopmund, the invitations were republished providing a price of full cost of services for profit generating entities and 50% cost of services for non-profit entities as approved by Council.
- 3.5 Should Council the amendment , the restrictive requirement for Erf 5229, Swakopmund the purchase price for a profit-making entity will be N\$ 309 952.00 (N\$167.00 x 1 856m²) , while for a non-profit entity N\$ 154 976.00 (N\$ 83.50 x 1 856m²)
- 3.7 Notice No 18/2025 clearly indicates that *Council is not obliged to accept any proposal and reserves the right to withdraw the invitation.*

4. **Proposal**

It is proposed that Council does not allocate Erf 5229, Swakopmund to either of the applicants as the entities are close corporations which is specifically excluded in terms of the requirements.

Council may consider inviting both profit and non-profit entities to submit proposals subject to the differentiation in the purchase price not being subsidized for profit-making entities . The same decision was granted for Erven 9029 and 9060, Swakopmund.

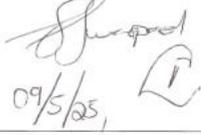
Proposals must comply with the land usage allowed for erven zoned "*Institutional*" as quoted under point 3.3 above.

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

RECOMMENDED:

- (a) That Council takes note of the development proposal received from Future Forward Learning Centre CC and EduSteps Private School CC in response to notice 18/2025.
 - (b) That Council takes note that they are disqualified due to the entities being close corporations which is specifically excluded in terms of the requirements to comply with.
 - (c) That Erf 5229, Extension 15, Swakopmund measuring 1 856m² be re-advertised for educational or welfare development in terms of the "institutional" zoning.
 - (d) That a condition be added that should the entity be a profit-making entity the purchase price be at full cost of installation of services ie:
 - *N\$ 154 976.00 for non-profit entities (50% of cost-of-service installation subsidized by Council)*
 - *N\$ 309 952.00 for profit-making entities (full cost of service installation)*
 - (e) That the standard reverting clause remains applicable for failure of developing the property (Annexure "B" attached to Annexure "G").
-

List of entities that collected the Development Proposal Documents

NO	Name of the entity	E-mail and mobile number	Signature
1	Future Forward Learning Centre	swanapoelna@gmail.com Cell: 081 830 3741	 09/5/25, 
2	Edusteps Private School	jalinecoasthuizen@gmail.com	
3	The New Temple Pen. Coast	munib@iway.na	
4	Elites "Khanda"	elkhanda@gmail.com	
5			

2. Notice



Invitation for Development Proposal for the Allocation and Development of Erf 5229, Extension 15, Swakopmund from Non-Profit Entities

Notice is hereby given in terms of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended that the Municipal Council of Swakopmund invites development proposals from established non-profit entities for **Erf 5229, Ext 15, Swakopmund** measuring 1 856m².

In order to be considered the following requirements must be complied with:

- ✓ The applicants must provide the registration document of the institution or a conveyancer's certificate indicating that the institution is properly constituted, i.e. duly certified copy of the constitution in English.
- ✓ If a constitution is submitted, it must clearly indicate the assignees who are empowered to sign documentation on the institution's behalf, and
- ✓ The name of the entity in which ownership of the property shall vest in an acceptable form for Deeds Registry purposes.
- ✓ Provide proof of financial ability to purchase the erf and to develop the erf immediately after transfer of ownership.
- ✓ **Proposals from commercial entities will not be accepted.**

A reverting clause will be registered against the title of the property to ensure the development of the property within 5 years from date of sale.

General: The proposal document and site plan must be obtained from Ms F Nemukwambi at the Swakopmund Municipal Building, Office no: BO-21, Rakotoka Street, Swakopmund.

The duly completed proposal documents in an envelope together with the required documents, clearly marked with the name of the proposer and stating "Development Proposal for Erf 5229, Extension 15, Swakopmund" must be placed in the blue wooden box, marked "Development Proposals for Institutional Erf" on the Ground Floor next to the Enquiry Desk, at the Municipal Office Building on / before **Friday, 09 May 2025 at 12:00**. Only proposals attached to the municipal form will be accepted.

Objections: Full particulars of the above transaction will lie for inspection at the Municipal Head Office situated at the corner of Rakotoka Street and Daniel Kamho Street, Swakopmund, Room BO-21 (Ms Fredrik Namukwambi), ground floor, between 07:30 - 16:00 until Friday, **11 April 2025**.

Any person objecting to the proposed transaction, may lodge such objection in writing, duly motivated, to the Chief Executive Officer, not later than 12:00 on Tuesday, **15 April 2025**.

Please take note that NO objections via e-mail will be accepted.

Objections must be made by delivering a hard copy to the office of the Chief Executive Officer and supplying a return postal address and telephone number.

Enquiries: Mrs F Namukwambi, ☎ fnamukwambi@swakmun.com.na and / or ☎ 064-4104215.

The Council for the Municipality of Swakopmund is not obliged to accept any proposal and reserves the right to withdraw this invitation.

NOTICE NO: 18/2025

**A Benjamin
CHIEF EXECUTIVE OFFICER**

Map indicating the location of Erf 5229, Ext 15, Swakopmund



Application for EduSteps Private School**MUNICIPALITY OF SWAKOPMUND**

DEPARTMENT: CORPORATE SERVICES & HUMAN CAPITAL

NOTICE NO: 18/2025**INVITATION FOR DEVELOPMENT PROPOSALS
FROM NON-PROFIT ENTITIES:**↳ **Erf 5229, Extension 15, Swakopmund**

Name of Applicant:	Edusteps Private School
Postal Address:	P.O. Box 4428
	Vineta
	Swakopmund
Business Address:	Offenstr. 5
	Swakopmund
Representative:	H.J. Coosthuizen
Telephone:	0813305202
Facsimile:	NA.
E-mail:	jalinecoosthuizen@gmail.com
Closing Date	Friday, 09 May at 12:00

Founding Statement for EduSteps Private School

REPUBLIC OF NAMIBIA CC 1
 BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA
 CLOSE CORPORATIONS ACT, 1988
 (Sections 12, 13, 14, 24, 27, 29, 47 and 60)
 (Regulations 2, 3 and 13)



CC1

Founding Statement

Before filling in the form, first see notes on page 2.

REGISTRATION NUMBER OF CORPORATION CC/R 02504051	DATE OF RECEIPT 
--	---

Full name of corporation EDUSTEPS PRIVATE SCHOOL SWAKOPMUND CC

Literal translation of name (if applicable) N/A

Shortened form of name (if applicable) N/A

Description of principal business EDUCATION, TEACHING, PRIVATE SCHOOL, AFTERCARE, TUTORING, EARLY CHILDHOOD DEVELOPMENT AND ALL RELATED EDUCATIONAKL SERVICES AND PRODUCTS

Date of end of financial year LAST DAY OF DECEMBER OF EACH YEAR

Postal address P.O.BOX 2359, SWAKOPMUND, NAMIBIA

Address of registered office (not post office box) 42 ACACIA STREET, OCEAN VIEW, SWAKOPMUND, NAMIBIA

Email address: erongosec@outlook.com

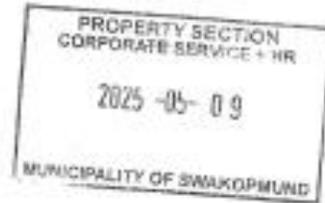
Name and address of accounting officer KRISTIN RITTMANN OF LUMINOUS FINANCIAL CONSULTING SERVICES CC, P.O.BOX 2359, SWAKOPMUND, NAMIBIA

(Attach written consent to appointment)

Full name of association or body of which accounting officer is a member THE SOUTHERN AFRICAN INSTITUTE FOR BUSINESS ACCOUNTANTS

Signature of Accounting Officer  Membership/Practice No. SAIBA 11018

Application for Future Forward Learning Centre



SWAKOPMUND

MUNICIPALITY OF SWAKOPMUND

DEPARTMENT: CORPORATE SERVICES & HUMAN CAPITAL

NOTICE NO: 18/2025

**INVITATION FOR DEVELOPMENT PROPOSALS
FROM NON-PROFIT ENTITIES:**

↳ Erf 5229, Extension 15, Swakopmund

Name of Applicant:	Future Forward Learning C
Postal Address:	PO Box 8376 Swakopmund
Business Address:	M Malinda Oosthuizen Future Forward Learning C Swakopmund
Representative:	M Malinda Oosthuizen
Telephone:	081 376 0791
Facsimile:	
E-mail:	malinda@mweb.com.na
Closing Date	Friday, 09 May at 12:00

Ordinary Management Committee Meeting of 17 June 2025, Addendum **7.3** page **42** refers.

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

1. **Introduction**

An application dated **26 March 2025 (Annexure "A")** was received from National Housing Enterprise for the allocation of land for low- and middle-income earners.

2. **Purpose of Submission**

The purpose of this submission is to in principle, and subject to conditions to be discussed, offer Extension 38, Swakopmund to National Housing Enterprise (hereinafter "NHE") being a statutory partner in Council's housing provision challenge.

During discussions with NHE the following must be kept in mind:

- 1.1 the eastern boundary is occupied by informal households (see discussion under 3.4 below);
- 1.2 and the value and status of the development of Matutura Proper by Quintessential Trading and Consultancy as a middle-income residential development;
- 1.3 the approximate cost for services installation excluding Erf 9821, ie: amount to a minimum of N\$43.3 million (173 233m² x N\$250.00/m²); and
- 1.4 the reservation of approximately 10% of the erven zoned "single residential" for municipal employees on NHE's lists for allocation based in terms of their affordability (on 28 July 2011 (I/C) under item 6.1.2 Council undertook to reserve an allotment in new townships, also stated in Property Policy Section 6.1).

3. **Latest Council Decision**

On **01 April 2025** Council approved the cancellation of the development agreement with Gheron Building Construction (Pty) Ltd and made the following decision under item 11.1.3:

"(a) That due to the non-compliance with item 11.1.13 of the Council resolution taken on 28 November 2024 by Gheron Building Construction (Pty) Ltd; it be noted that:

- (i) Gheron Building Construction (Pty) Ltd has been afforded various extensions of time in the past and failed to comply with the concessions granted.*
- (ii) Allowing further extensions of time and or concessions will result in preferential treatment of Gheron Building Construction (Pty) Ltd.*
- (iii) Council therefore confirms the cancellation of the development agreement between Council and Gheron Building Construction (Pty) Ltd for the development of Extension 38, Swakopmund.*

- (b) That with reference to the future development of Extension 38, Swakopmund, Council:
- (i) Calls for development proposals for the installation of services and construction of houses subject to the criteria approved by Council on 29 June 2023 under item 11.1.20, point (d), keeping in mind:
1. that the eastern boundary is occupied by informal households;
 2. the location and status of the development on Matutura Proper by Quintessential Trading & Consultancy (Pty) Ltd for middle-income earners; and
 3. that the widely published development proposals invitation for Extensions 4 and 5, Matutura resulted in only one proposal being received.
- (c) That the remaining part of Erf 9821, Swakopmund, which does not form part of the development proposal, be considered to be reserved e.g. for housing based on the outcome of a geotechnical report."

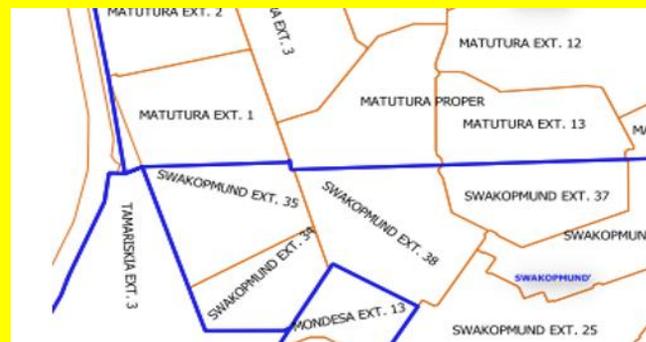
Therefore, if the development of Extension 38, Swakopmund is offered to NHE it is required that point (b) of the above resolution be repealed.

4. **Extension 38, Swakopmund**

4.1 Extension 38, Swakopmund comprises:

Zoning	Total Number of Erven
Single Residential	198
General Residential 1	2
General Residential 2	0
Local Business	0
General Business	0
Public Open Space	4
Institutional	0
Local Authority	1
Undetermined	0
Private Open Space	0

Below a map indicating the location of Extension 38, Swakopmund:



4.2 Occupation of Extension 38, Swakopmund

Below an aerial photo of Extension 38, Swakopmund taken during **2022**:



An aerial photo taken **2024** indicating a slight increase in occupancy:



4.3 The Housing Section conducted a survey of the 373 informal households and the results are as follows:

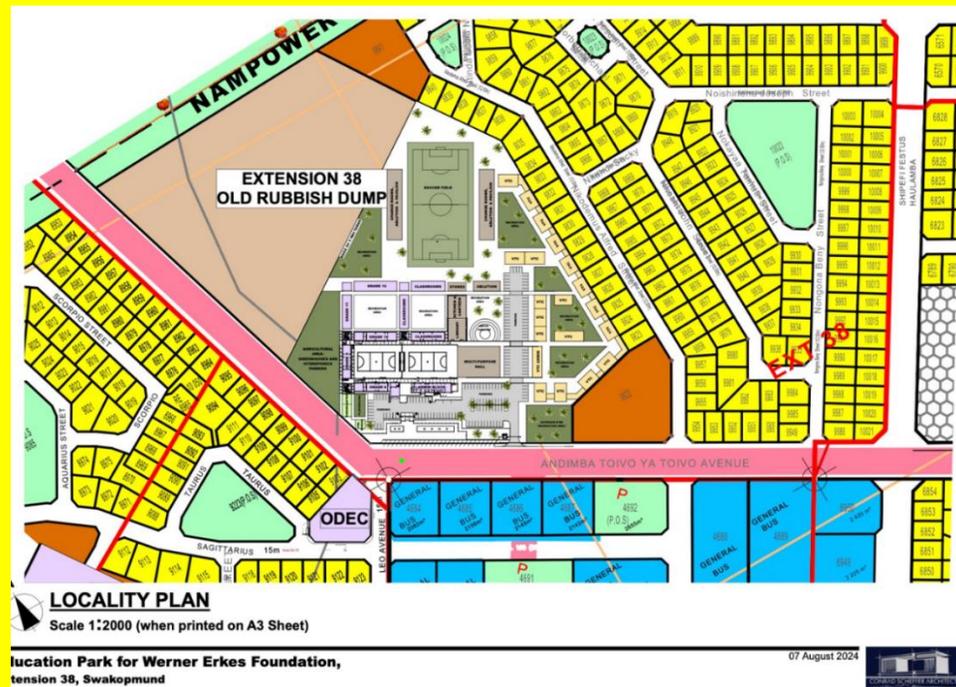
Category	Total Number
High Income	51
Middle Income	75
Low Income	61
Unemployed	80
Receives Grant	13
Employed but no Proof of Income Submitted	51
Self Employed but no Bank Statement Submitted	40
Own Property in Windhoek	1
Deceased	1
Total Number of Households	373

4.4 It is proposed that the northern portion (approximately 3ha) of **Erf 9821, Swakopmund** be excluded from the development offer to NHE and the following is stated for information.

On **30 January 2025** under item 11.1.13 Council made the following decision regarding the erf:

- ① Council allocated a portion of land measuring approximately 5ha to Werner Erkes Foundation for the construction and implementation of an education park and vocational training centre.
- ② That Council decides on the future of the remaining portion of Erf 9821, Swakopmund, for instance, "housing" **based on the outcome of a geotechnical report.**

Below is a map indicating the portion of Erf 9821, Swakopmund being purchased by Werner Erkes Foundation.



5. **Discussion**

In order to fast track Council's housing delivery mandate, it is proposed that the sale and development of Extension 38, Swakopmund be discussed with NHE.

It is proposed that the Chief Executive Officer and General Manager: Corporate Services and Human Capital be mandated to initiate discussions with NHE based on the same principle as the sale of Extension 10, Mondesa approved during 2007 (the relevant resolutions are attached).

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

RECOMMENDED:

- (a) **That in order to fast track Council's housing delivery mandate, it is proposed that the sale and development of Extension 38, Swakopmund be offered in**

principle and subject to conditions to National Housing Enterprise in reply to their letter dated 26 March 2025.

- (b) That the Chief Executive Officer and General Manager: Corporate Services and Human Capital be mandated to initiate discussions with NHE based on the same principle as the sale of Extension 10, Mondesa approved during 2007 under the following resolutions:
 - (i) *Item 11.1.6 of 28 June 2007*
 - (ii) *Item 11.1.3 of 24 April 2008*
 - (iii) *Item 11.1.5 of 06 November 2008*
 - (iv) *Item 11.1.4 of 02 June 2009*
 - (c) That Erf 9821, Extension 38, Swakopmund be excluded from the offer as a portion measuring approximately 5 ha has been allocated to Werner Erkes Foundation and the remaining portion of approximately 3 ha is subject to a geotechnical assessment to determine the suitability for housing purposes (old refuse dump site).
 - (d) That the following points be addressed in the offer:
 - (i) *the eastern boundary is occupied by informal households (see discussion under 3.4 above);*
 - (ii) *the value and status of the development of Matutura Proper by Quintessential Trading and Consultancy as a middle-income residential development;*
 - (iii) *the approximate cost for services installation excluding Erf 9821, ie: amounting to a minimum of N\$43.3 million (173 233m² x N\$250.00/m²);*
 - (iv) *the reservation of approximately 10% of the erven zoned "single residential" for municipal employees on NHE's lists for allocation based in terms of their affordability; and*
 - (v) *that the General Manager: Engineering & Planning Services be consulted regarding technical requirements and standard regarding land development and top structure construction.*
 - (e) That point (b) of Council's decision passed on 01 April 2025 under item 11.1.3 be repealed in order to provide for the above offer to NHE.
-



Head Office:
 7 Gen. Murtala Muhammed Ave, Eros
 PO Box 20192, Windhoek
 Tel:+264 (61) 292 7298
 Fax:+264 (61) 292 7271
 info@nhe.com.na
 www.nhe.com.na

OFFICE OF THE CHIEF EXECUTIVE OFFICER

Enquiries: Indileni Set-Sam Ilpinge (061 292 7239) (ilpingei@nhe.com.na)
 Sylvia Elago (061 292 7222) (elagos@nhe.com.na)

26 March 2025

Mr. Archie Benjamin
Chief Executive Officer
 Swakopmund Municipality
 P.O. Box 53
 SWAKOPMUND

Dear Mr. Benjamin

LAND ACQUISITION – SWAKOPMUND

This letter is made to signify our intention of acquiring land in your town. Hence our formal request to your office to allocate serviced or unserviced land to the National Housing Enterprise (NHE).

We would appreciate it very much if Swakopmund Municipality could allocate land suitable for both low- and middle-income earners, serviced or un-serviced plots to NHE for various income groups.

Given our shared vision, I am confident that by combining our efforts, we can significantly advance our institutions' ability to fulfill our collective mandate of providing housing for the Namibian nation.

Should our request for land meet your approval, kindly indicate if there's a need for further interaction at a technical level, so that I can dispatch a team for that purpose.

Mr. Benjamin, please accept my best wishes and esteem.

Yours sincerely

Gisbertus Mukulu 26/08/2025
 Gisbertus Mukulu
 Chief Executive Officer



11.1.6 | **NHE: ACQUISITION OF LAND IN MONDESA**
(C/M 2007/06/28 - H 5/5)

RESOLVED:

- (a) That Council alienates the remainder of Portion B of Swakopmund Town & Townlands no 41, Mondesa, measuring 189 048 m² to NHE at N\$10.00 per square meter for their future housing development projects, on condition:
- That NHE does not generate any profit on the sale of the land to their clients.
 - That a clause to the above effect be included in the agreement of sale with NHE.
 - That NHE not be permitted to erect core houses on the land mentioned in (a) above.
- (b) That all statutory processes be complied with and the intended alienation be dealt with in terms of Section 30 (1) (t) of the Local Authorities Act, Act 23 of 1992, as amended.

11.1.5 | **CONDITIONS OF SALE – NHE**
(C/M 2008/11/06 - H 5/5)

RESOLVED:

That the amendments to the Deed of Sale in respect of the portion of Portion B of the Swakopmund Town and Townlands No. 41 between Tamariskia and Mondesa to NHE be approved as follows:

- (i) NHE will continue to develop the Property as originally planned incorporating the conditions below.
- (ii) NHE will be allowed to build a mix of core and conventional houses. However, the "outside row" of houses will be reserved for conventional houses.
- (iii) No tarring of internal or external streets will be required.
- (iv) NHE will not be required to upgrade the bulk infrastructure, but they will need to extend such bulk services at their cost in order to provide a connection to the new reticulation infrastructure. Thus, where necessary (especially the sewer network), there will be extension rather than upgrading of bulk infrastructure. The electrical bulk infrastructure will be discussed with Erongo RED.
- (v) NHE agreed to pay rates and taxes upon transfer of the Property in the name of NHE.
- (vi) NHE will be allowed to implement a parallel/simultaneous construction programme of services and housing construction. However, such houses will only be occupied once all the services have been completed. Phased completion on the basis of blocks of erven will be discussed with the Swakopmund Municipality Engineering Services Department.

11.1.4 | **NHE – DEED OF SALE**
(C/M 2009/06/02 - H 5/5)

RESOLVED:

That the Deed of Sale (on file) for the alienation of a portion of land to NHE be approved.

- 11.1.3 **NHE: TOWNSHIP ESTABLISHMENT ON A PORTION OF THE PORTION B OF SWAKOPMUND TOWN AND TOWNLANDS No.41**
(C/M 2008/04/24 - H 5/5)

RESOLVED:

- (a) That the application from Messrs Plan Africa Consulting CC on behalf of the National Housing Enterprise (NHE) for the proposed subdivision and proposed land uses and zonings of a Portion of Portion B of Swakopmund Town and Townlands No. 41 Swakopmund be approved as follows;
- Portions 1 to 4, 128 to 131 – General Residential 1 with a density of 1/100.
 - Portions 14,15 and 126 – Local Business.
 - Portion 232 – Public Open space.
 - Portions 175 and 231 – Institutional.
 - The remainder of the portions – Single Residential with a density of 1/300.
- (b) That any required upgrading of Municipal services due to the change in zoning and land uses, as well as the payment of the Betterment Fee is for the applicant's account.
- (c) That all statutory processes be adhered to and are the responsibility of the applicant. Any costs are for the applicants account.
- (d) That no building plans be approved by the Engineering Services Department unless proof can be supplied that the necessary statutory requirements have been met.
- (e) That the Chief Executive Officer of the National Housing Enterprise provides a report on the breakdown of development costs, including rental to be charged to ensure that the reduced price is passed on to the consumers.
- (f) That the selling prices for the portions zoned as Local Business and General Residential 1 be reviewed.
-

Ordinary Management Committee Meeting of 17 June 2025, Addendum **7.4** page **42** refers.

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

1. **Introduction**

This submission is for Council to consider an additional 5-year lease period for Swakopmund Practical Shooting Club (herein referred as "SPSC"), as per their application letter dated **24 April 2025 (Annexure "A")**. The Shooting Club confirmed the lease renewal and paid the advertising cost in the amount of N\$ 10 000.00, proof of payment attached as (**Annexure "B"**) for the current lease period approved on **14 November 2024**.

SPSC seeks Council's approval for the next term (5 years) to be approved and granted permission to be advertised together with the current term that will expire on **30 September 2026**.

Attachments:

Annexure "A"	: Letter from Swakopmund Practical Shooting Club 24 April 2024
Annexure "B"	: Proof of payment
Annexure "C"	: Aerial photo of the leased site

2. **Background**

On **14 November 2024** under item 11.1.7 Council approved to renewal of the lease of the old shooting range for a period of 5 years from **01 October 2021** until **30 September 2026** as Quoted below:

- (a) That Council takes note that the lease period of Swakopmund Practical Shooting Club lapsed on 30 September 2021 and challenges were experienced to confirm the intention to renew because of a change in the leadership of the club and uncertainty about whether to apply for the existing area or to apply for an increased area.
- (b) That Council approves a new lease period for Swakopmund Practical Shooting Club for 5 years which period commenced on 01 October 2021 and terminates on 30 September 2026 for the lease site measuring approximately 24.1196 Ha in extent.
- (c) That the existing annual rental tariff be levied as from 01 November 2024 subject to the escalation of 7% on 01 July 2025, i.e. at an annual rental amount of N\$1 468.79 + N\$220.32 (15% VAT) = N\$1 689.11.
- (d) That the lease be advertised in terms of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended at the cost to Swakopmund Practical Shooting Club and permission be obtained from the Minister of Urban and Rural Development as required in terms of the same Act.

- (d) That Council reserves the right to cancel the lease if valid objections from the public are received.
- (e) That the following conditions be applicable:
 - (i) The annual rental amount be as stated under point (c) above.
 - (ii) That a refundable deposit, equal to one year's rent be payable and adjusted according to the annual increase, and any shortfall be levied.
 - (iii) That the lease period is terminable by either party by giving/receiving 3 months' written notice.
 - (iv) That no fixed structures be erected and that temporary structures be erected at the risk of the lessee and be removed at the cost of the lessee at the termination/lapsing of the lease period.
 - (v) That Council be indemnified against any and all claims (downrange and damages) from the public or members of the club which may arise due to the use of the site by the club;
 - (vi) That the Municipal Council has unrestricted right of access to the area.
 - (vii) That the lease site only be used as a shooting range for any related activities.
 - (viii) That the site be restored to an acceptable condition on termination/lapsing of the lease period to the satisfaction of Council and, failing which Council will restore the lease area to its previous condition for the account of the Swakopmund Practical Shooting Club;
 - (ix) That the club erects an acceptable perimeter fence (used tyres) and warning signs especially downrange to warn the public of the danger existing on the site due to the use of firearms; and
 - (x) The lease may not be ceded or assigned to a third party without the written permission of Council first being obtained."

Clause 2 of the lease agreement will make provision for an option to renew the lease period, and a three-month cancellation notices as per clause 3.

3. **Current Situation**

The current lease agreement lapses on **30 September 2026**, and the club would be expected to apply for the renewal and pay an additional N\$ 10 000.00 (advertising cost) for the next period.

SPSC is appealing to Council to consider in advance an extension of the lease period by a further 5 years period. Although a period of a 9 year's 11 months was proposed to Council, Council on **14 November 2024** approve a 5-year period for consideration of Council's need to use the area at the time, **30 September 2026**.

Finance Department confirmed the annual lease tariff for **01 November 2024** as follows:

Lease Portion	Size	Annual Lease Tariffs for 2024/2025
Swakopmund Practical Shooting Club	24.1196 Ha	N\$1 468.79- annual lease tariffs N\$ 220.32- 15% VAT N\$1 689.11- total

Currently SPSC has 99 full members and 75 family members. The full members pay an annual membership fee in the amount of N\$ 900.00 and the family members, N\$ 192.00.

However, there is no other club with a membership of 174 that is leasing a portion of land in the same area to make a comparison.

Spinning and Drifting Motors Sport Club leases a portion of land in the area and has a minimum membership of 28. They pay an annual rental of N\$ 745.20 (N\$ 0.108/m² x ±6 000m² = N\$ 648.00 + 15%VAT = (N\$ 97.20), with a yearly escalation of 7%, effective July.

The Reiter Verein Swakopmund Club is leasing 16 013m² at N\$ 2 143.59.00 + N\$ 321.54 (15% VAT) = N\$ 2 465.13 per annum and 21 500m² at N\$ 5 846.15.00 + N\$ 876.92 (15% VAT) = N\$ 6 723.07.00 of land for horse-riding purposes, but in Kramersdorf, a prime area.

4. **Proposal**

Based on the above explanation and the increased membership it is proposed to remain with the escalated rental in the amount of N\$ 1 468.79 (15% VAT excluded).

It is proposed that Council approves the lease for a further 5 yrs. The lease amounts will increase on 01 July 2025 by 7% and will therefore be applicable to the new lease period from 01 November 2025.

SPSC applies for the renewal of the lease for the period as per Council's Property Policy under section 9.5 that provides for a lease period of 9 years, 11 months for non-profit entities, subject to Council's approval to lease the land to Swakopmund Practical Shooting Club.

The new lease period be based on the same conditions approved by Council on **14 November 2024** under item 11.1.7 and the conditions contained in Council's Property Policy indicated in the recommendation below.

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

RECOMMENDED:

- (a) That Council approves a further 5 years lease period for Swakopmund Practical Shooting Club which period which will commence on 01 October 2026 and terminate on 31 September 2031 for the lease site measuring approximately 24.1196 Ha in extent.
 - (b) That the existing annual rental tariff be levied as from 01 November 2024 subject to the escalation of 7% on 01 July 2025, i.e at an annual rental amount of N\$ 1 468.79 + N\$ 220.32 (15% VAT) = N\$ 1 689.11.
 - (c) That the lease periods be advertised together in terms of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended at the cost to Swakopmund Practical Shooting Club and permission be obtained from the Minister of Urban and Rural Development as required in terms of the same Act.
 - (d) That Council reserves the right to cancel the leases if valid objections from the public are received.
 - (e) That the following conditions be applicable:
 - (i) *The annual rental amount be as stated under point (c) above.*
 - (ii) *That a refundable deposit, equal to one year's rent be payable and adjusted according to the annual increase and any short fall be levied.*
 - (iii) *That the lease period is terminable by either party by giving / receiving 3 months' written notice.*
 - (iv) *That no fixed structures be erected and that temporary structures be erected at the risk of the lessee and be removed at the cost of the lessee at the termination / lapsing of the lease period.*
 - (v) *That Council be indemnified against any and all claims (downrange and damages) from the public or members of the club which may arise due to the use of the site by the club;*
 - (vi) *That the Municipal Council has unrestricted right of access to the area.*
 - (vii) *That the lease site only be used as a shooting range any related activities.*
 - (viii) *That the site be restored to an acceptable condition on termination / lapsing of the lease period to the satisfaction of Council and, failing which Council will restore the lease area to its previous condition for the account of the Swakopmund Practical Shooting Club;*
 - (ix) *That the club erects an acceptable perimeter fence (used tyres) and warning signs especially downrange to warn the public of the danger existing on the site due to the use of firearms; and*
 - (x) *The lease may not be ceded or assigned to a third party without the written permission of Council first being obtained.*
-



SWAKOPMUND PRACTICAL
SHOOTING CLUB

General Enquiries
info@swakopmundpracticalshooting.org

Andre Van Rensburg
+264 81 148 0568
chair@swakopmundpracticalshooting.org

Kameets Brockman
+264 81 251 5728
vice@swakopmundpracticalshooting.org

24 April 2025

Chief Executive Officer
Swakopmund Municipality
Swakopmund
Namibia

Dear Sir

SWAKOPMUND PRACTICAL SHOOTING CLUB : NEW LEASE PERIOD

Your letter dated 25 March 2025 under the same heading refers.

We are delighted to hear that Council has approved a new lease period for the Swakopmund Practical Shooting Club for 5 years which period commenced on 01 October 2021 and terminates on 30 September 2026.

We would like to appeal to Council to extend this lease period by another 5 years to be in the line with the current lease policy of 9 years 11 months.

We think that Council will understand that it would be both difficult and risky for us as a club to invest further in our sport if our lease expires on 30 September 2026 which is barely a year from now.

Swakopmund Practical Shooting Club is growing by leaps and bounds and we are attracting more people to the sport of shooting on a daily basis. We are an active club and we host competitions and fun shoots on most weekends to introduce the sport to new comers.

On Saturday, 03 May we are hosting the Outdoor Centre Fun Open Day where any member of the public may participate in the different shooting divisions under strict control.

A number of our club members will represent Namibia at the 2025 IPSC Handgun World Shoot to be hosted by South Africa and we will plough the experience gained on that level, back into our club and members.



**SWAKOPMUND PRACTICAL
SHOOTING CLUB**

General Enquiries
info@swakopmundpracticalshooting.org

André van Rensburg
+264 81 146 0556
chair@swakopmundpracticalshooting.org

Karenne Birkman
+264 81 254 3738
vice@swakopmundpracticalshooting.org

We respectfully request that this application will receive your favourable consideration as it would result in the positive growth of another sport in Swakopmund, the Center of Adventure.

Attached please find the proof of payment of the deposit required for the publication of the advert.

Please do not hesitate to contact the writer should you require any additional information or have any questions.

Yours in Sport

André van Rensburg
Chairman
Swakopmund Practical Shooting Club
Mobile : 081 146 0556

28/09 2011 12:08 064400720

CGP

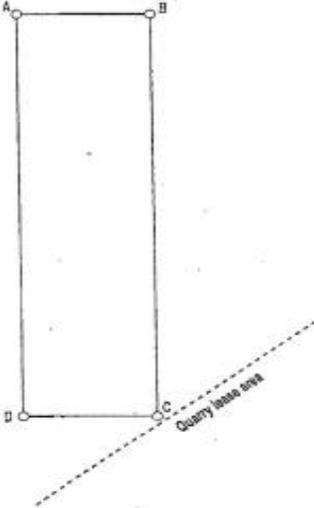
#3715 P.002 /002

APPROVED		No. A				
for SURVEYOR-GENERAL		PRELIMINARY DIAGRAM				
SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES System: Lo.22/15		Designation		
	Constants					
A B	260.00	268.59.10	A	+44 022.44	+66 814.84	SHT1
B C	927.67	358.59.16	B	+43 782.48	+66 810.24	SHT2
C D	260.00	88.59.10	C	+43 746.09	+67 737.77	SHT3
D A	927.67	178.59.16	D	+44 006.05	+67 742.37	SHT4



T N

SCALE 1 : 10000



Description of beacons :
A, B, C, D.....16mm iron peg

The figure A B C D
represents 24.1196 Hectares of land being
Skietbaan Swakopmund

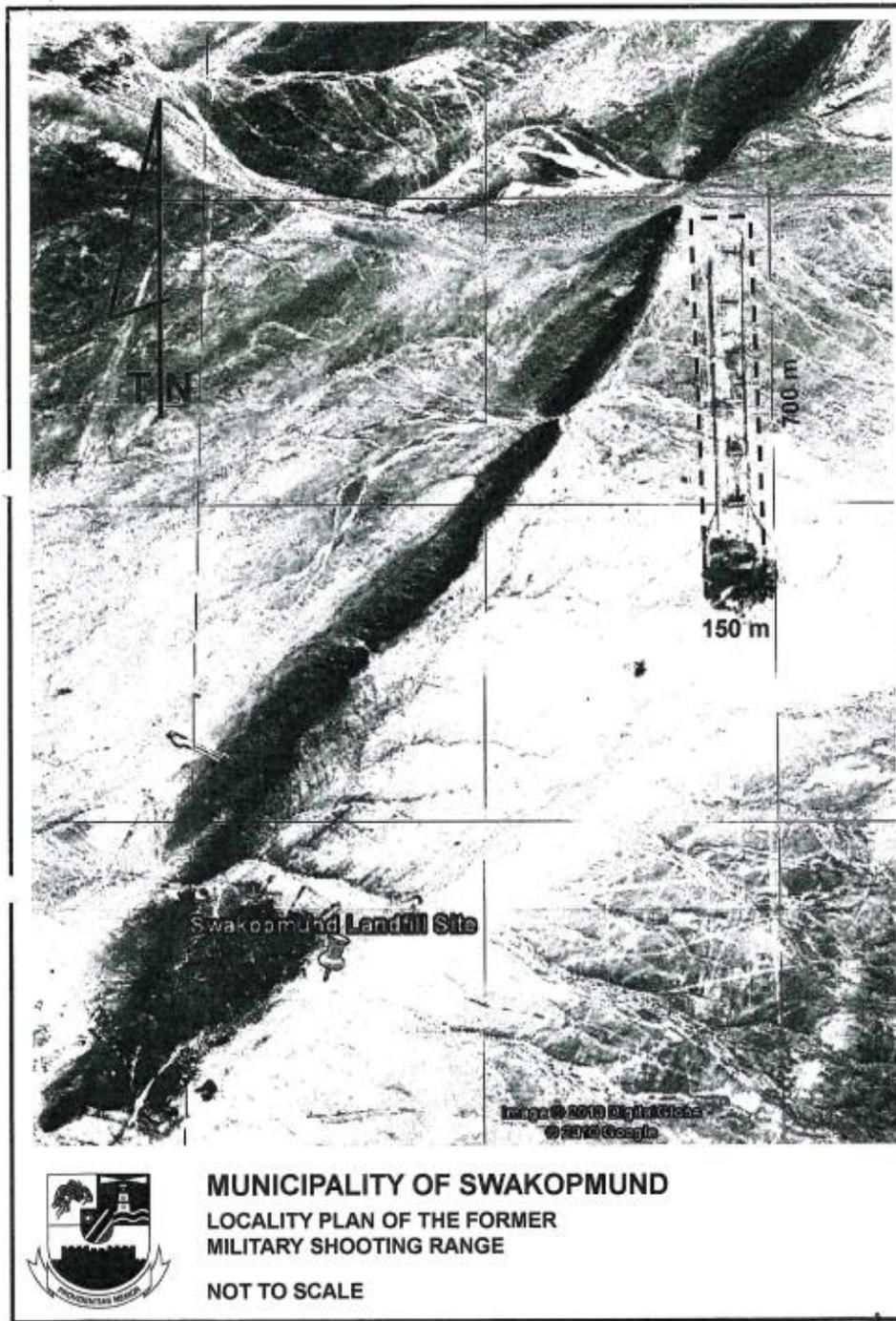
Situate in the Municipal Area of Swakopmund
Registration Division G, Erongo Region, Republic of Namibia

Surveyed in September 2011 by me


 C.G. Pieterse
 Land Surveyor

This diagram is annexed to No. d.d. Registrar of deeds	The original diagram is Transfer/Grant	S.R. No.: Gen. Plan No.: Noting Plan: File No.:
---	---	--





Handwritten signatures and initials

11.1.5

OUTCOME OF THE INVITATION FOR DEVELOPMENT PROPOSALS FOR EXTENSIONS 4 AND 5, MATUTURA

(C/M 2025/06/26 - 17/1/4/2/1/14)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **7.5** page **50** refers.

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

1. **Introduction**

The purpose of this submission is for Council to decide the future development of Extension 4, Matutura .

A submission was tabled to the Management Committee of **15 April 2025** under item 10.4 and the following decision was made with special reference to point (c) below:

“(a) That Council takes note that Notice 74/2024 for the invitation of installation of services to Extensions 4 and 5, Matutura, was widely published and that only one proposal was received.

(b) That Council takes note of the development proposal received from R and S Property Developers and Construction CC for the installation of services as summarized under points 3.3 and 3.4 above.

(c) That Council on request of the Management Committee Chairperson, refer back the proposal in (b) above to the next Management Committee meeting.

(d) That Extension 5, Matutura be put in abeyance pending finalisation of Northern wedge documentation.

(e) That the remaining conditions approved by Council on 29 June 2023 under item 11.1.20, including the criteria approved on 31 August 2021 under item 11.1.15, be retained without amendment.”

The proposal is resubmitted as tabled to the Management Committee of **15 April 2025** regarding the future development of Extension 4, Matutura.

A decision was made in respect of Extension 5, Matutura under point (d) above.

2. **Invitation for Development Proposals**

Notice 74/2024 was published inviting development proposals for Extensions 4 and 5, Matutura (**Annexure “A”**).

The notice was published in the local newspapers, on Council’s Facebook page, webpage and all applicants who in the past applied for township development were informed of the proposal invite.

In order not to stifle public initiative the notice provided for an option to purchase the entire township from Council, alternatively to return/transfer at least 30 of the land to Council after installation of services (i.e the developer does not pay for the land).

3. **Proposal Received**

At the closing date, i.e Friday, **01 November 2024** at 12:00 only one proposal was received for **Extension 4, Matutura** by R and S Property Developers and Construction CC. A requirement of the proposal document is that the entity be a company (point 3.1 of page 5). This requirement was set by the Ministry of Urban and Rural Development and the Ministry of Justice once the private developers were approved for the joint venture development agreements.

The proposal submitted by R and S Property Developers and Construction CC is therefore disqualified based on the fact that other close corporations might have submitted proposals if not restricted by the requirement to be a company.

No proposals were received for **Extension 5, Matutura**. This extension consists of business and general residential zoned erven.

See point (d) of the Management Committee resolution passed under item 10.4 on **15 April 2025**.

Notice 74/2024 provides:

The Council for the Municipality of Swakopmund is not obliged to accept any proposal and reserves the right to withdraw this invitation, and or any of the townships.

4. **Extension 4, Matutura**

4.1 **Council's Decision**

On **27 January 2022**, under item 11.1.43 Council made the following decision with regard to Extension 4, Matutura:

“(a) That Council takes note of the cancellation of the joint venture agreement for Extension 4, Matutura, the medium income level and the zoning lay-out which comprises mostly erven zoned “Business”.

“(b) That it be noted that the installation of services to Extension 4 is not an ultra- and low-income erven. This decision was passed due to the layout of the township not having many erven zoned “single residential” (see 3.2 below).

“(c) That budgetary provision be made in the 2023/24 budget for the installation of services to Extension 4.

“(d) That the General Manager: Engineering & Planning Services calculates cost estimates and cash flow projections; and provides timelines for the installation of services keeping in mind delays caused by environmental requirements.

“(e) That the General Manager: Finance confirms to what extent Council's fixed deposits can be committed to this project and the need for bank financing.

“(f) That Erongo RED be approached to fund the development of the electrical infrastructure for Extension 4, Matutura.”

The above decision was replaced by Council's decision made on **29 June 2023** under item 11.1.20 attached as **Annexure "B"**. Only point (c) is quoted for ease of reference:

"(c) That Council publicly invites development proposals for the development of Extension 4, Matutura based on the approved zoning map and in terms of points (a) and (b) of Council's decision passed on 31 August 2021 under item 11.1.15."

4.2 **Composition of Extension 4, Matutura**

A map indicating the zoning of Extension 4, Matutura is attached as **Annexure "C"**.

Zoning	Total Erven	Size of Zoning Areas
<i>Single Residential</i>	31	14 689 m ²
<i>General Business</i>	8	33 733 m ²
<i>Local Business</i>	18	26 861 m ²
<i>Municipal parking</i>	3	6 352 m ²
<i>Public Open Space</i>	1	4 750 m ²
<i>Institutional</i>	1	44 631 m ²

It was indicated in the proposal document that the lay-out will change slightly due to the need to create erven zoned "parastatal" e.g for electrical substations.

It is further pointed out that Erf 982, Extension 4 (44 631m²) is an endowment erf belonging to the Government of Namibia. Council approved the exchange transaction on **31 August 2022** under item 11.1.22.

In terms of Government Gazette 6710 of 14 September 2018, No 240 the following is proclaimed:

- "(a) Erf 982 is reserved for the State for Educational purposes.
 (b) the following erven are reserved for the Local Authority:
 (i) Erf 985 is reserved for Public Open Space purposes; and
 (ii) Erven 926, 983 and 984 for Parking purposes."*

Therefore the sizes of the said erven are excluded from the development proposal insofar a developer proposes the purchase the township. These erven must nonetheless still be provided with services connections.

In the option for the return of 30% of the serviced erven, the proposal document provides:

"9.1.1 The distribution of returned land will be at least 30% of the erven zoned "single residential", "general residential" and "general business"; but Council to receive the full return on the institutional, Local Authority, Public Open Space, Private Open Space and Undetermined erven."

4.3 **Proposal submitted by R and S Property Developers and Construction CC**

R and S Property Developers and Construction CC offers N\$ 5.50/m² for Extension 4, Matutura.

The size of the entire township measures **171 912m²** in extent; less the following surface areas:

Erf 982 (endowment)	=	44 630 m ²
Erf 985 (POS)	=	4 750 m ²
Erf 926 (parking)	=	2 688 m ²
Erf 983 (parking)	=	2 034 m ²
Erf 984 (parking)	=	1 629 m ²
Remaining surface area	=	116 181 m ² (which includes streets)

The service area for only the sellable erven are as follows:

General Business	=	33 733 m ²
Local Business	=	26 861 m ²
Single Residential	=	14 689 m ²
	=	75 283 m ²

Which amounts to a total purchaser price of N\$ 414 056.50 for the sellable land. The proposal is attached as **Annexure "D"**.

The cost for the installation of services is estimated at approximately N\$45 million. They further propose to construct sport facilities on the public open space (the cost for the maintenance of such should be kept in mind).

3.4 **Assessment of the Proposal**

On **17 March 2025** comments were received from the Engineering & Planning Services Department (**Annexure "D"**) to which the duly completed proposal document is also attached.

It is stated that during 2019 costs estimates were made for the development of Extension 4 and it was determined that the development cost would be in the range of N\$ 35 million which included construction and installation of municipal infrastructure, as well as the professional fees.

Therefore, a services installation estimate in the amount of N\$ 45 million during 2024 is a fair estimate, considering the elapse of time..

Although provided for in the development proposal document, the General Manager: Engineering & Planning Services has reservations regarding the option of selling the land.

This option however allows the developer to bond the land to obtain funds to install services infrastructure.

5. **Extension 5, Matutura**

The content of this point is excluded from this resubmitted item as a decision was made by the Management Committee of **15 April 2025** under item 10.4 regarding the future development of Extensions 5, Matutura as follows under point (d):

"(d) That Extension 5, Matutura be put in abeyance pending finalisation of Northern wedge documentation."

6. **Discussion**

On **29 June 2023** under item 11.1.20 Council approved the concept for the invitation of development proposals, which include the criteria approved on **31 August 2021** under item 11.1.15. Quoted below is the complete decision:

- “(a) That Council repeals its resolution passed on 27 January 2022 under item 11.1.34 in terms whereof Council resolved to service Extension 4, Matutura itself.*
- (b) That Council confirms the availability of Extension 4, Matutura for development by a private developer.*
- (c) That Council publicly invites development proposals for the development of Extension 4, Matutura based on the approved zoning map and in terms of points (a) and (b) of Council’s decision passed on 31 August 2021 under item 11.1.15.*
- (d) That the qualifying criteria for developers be set in terms of Council’s resolution passed on 31 August 2021, under item 11.1.15, point (b) (v) as follows:*
- (i) Relevant similar experience in township developments within the last 5 years.*
 - (ii) Proof of the skill and ability of professional teams involved in the execution of the development agreement for Extension 4, Matutura.*
 - (iii) Adequate proof of the developer’s financial ability to develop the township in the discretion of Council and confirmed proof of access to finance to complete the development project; and*
 - (iv) The content of the development proposal to include the following, i.e:*
 - 1. A per square metre purchase price for the undeveloped sellable land; alternatively.*
 - 2. Return of approximately 30% of land to Council after installation of services.*
 - 3. The cost of houses and the erven to the public.*
 - 4. Development of Extension 4, Matutura based on the approved zoning map.*
 - 5. That all risk and expenses be at the cost of the developer; and*
 - 6. The time frame within which the development will be commenced from date of signing the development agreement and completion of the project.”*

Taking into account the low response to the invitation for the installation of services to Extensions 4 and 5, Matutura, it is proposed that Council considers re-advertising the invitation for development proposals for Extension 4, Matutura and deletes the requirement that the entity must be a company as the agreement is not a joint venture agreement.

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

RECOMMENDED:

- (a) **That in addition to point (c) of the Management Committee decision made on 15 April 2025 under item 10.4, Council takes note of the development proposal received from R and S Property Developers and Construction CC for the installation of services to Extension 4, Matutura as summarized under points 3.3 and 3.4 above.**
 - (b) **That Council takes note that the proposal received from R and S Property Developers and Construction CC is disqualified as the entity is not a company as required under point 3.1 of the proposal document.**
 - (c) **That Council approves the re-advertising for the invitation of development proposals for Extensions 4, Matutura open to any form of business to allow proposals from close corporations as well.**
-



Municipality of Swakopmund

Invitation for Development Proposal for the services installation and development of houses for Extensions 4 and 5, Matutura

Notice is hereby given in terms of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended that the Municipal Council of Swakopmund invites development proposals from incorporate companies for the installation of services and development of houses for the following three townships:

1. Extension 4, Matutura
2. Extension 5, Matutura

In order to be considered the following requirements must be complied with:

- (i) Proof of successful completion of at least 2 projects requiring relevant similar experience in projects involving turnkey township development within the last 7 years, not less than N\$ 50 million.
- (ii) Proof of the skill and ability of professional teams involved in the execution of the development agreement in at least 2 projects of similar value, scope and extent.
- (iii) Adequate proof of the developer's financial ability to develop the township in the discretion of Council and confirmed proof of access to finance to complete the development project; and
- (iv) The content of the development proposal to include the following, i.e:

1. A purchase price expressed in Namibia Dollar per square metre for the undeveloped sellable land; alternatively	2. Return/transfer of at least 30% of land to Council after installation of services.
---	---

3. The cost to the public of erven based on the actual cost of installation of services and the cost of 1- or 2- or 3-bedroom houses based on a bill of cost.
4. Development of the township is based on the approved zoning map and in terms of all relevant regulations and the Standard Manual for the Civil Engineering Services for Township Development.
5. The developer shall carry all risk and expense at their cost without having ownership of the land or using it as surety (depending on options 1 and 2 above); and
6. the time frame within which the development will be commenced from date of signing the development agreement and completion of the project.

General:

The proposal document and zoning maps for each extension can be obtained from Ms S Bruwer at the Swakopmund Head Office, c/o Daniel Kambo Avenue and Rakotoka Streets, Swakopmund, subject to payment of N\$300.00 (non-refundable and VAT included).

The duly completed proposal documents in an envelope together with the required documents, clearly marked with the name of the proposer and stating "**Development Proposal for either Extension 4 or 5, Matutura**" must be placed in the blue wooden box, marked "Development Proposals for Township" on the Ground Floor next to the Enquiry Desk, at the Municipal Office Building on / before Friday, **01 November 2024** at 12:00. Only proposals attached to the municipal form will be accepted.

Enquiries: Stephny Bruwer
 ☎ sbruwer@swkmun.com.na
 ☎ 064-4104212

The Council for the Municipality of Swakopmund is not obliged to accept any proposal and reserves the right to withdraw this invitation, and or any of the townships.

NOTICE NO: 74/2024

**A Benjamin,
CHIEF EXECUTIVE OFFICER**

ANNEXURE "B"

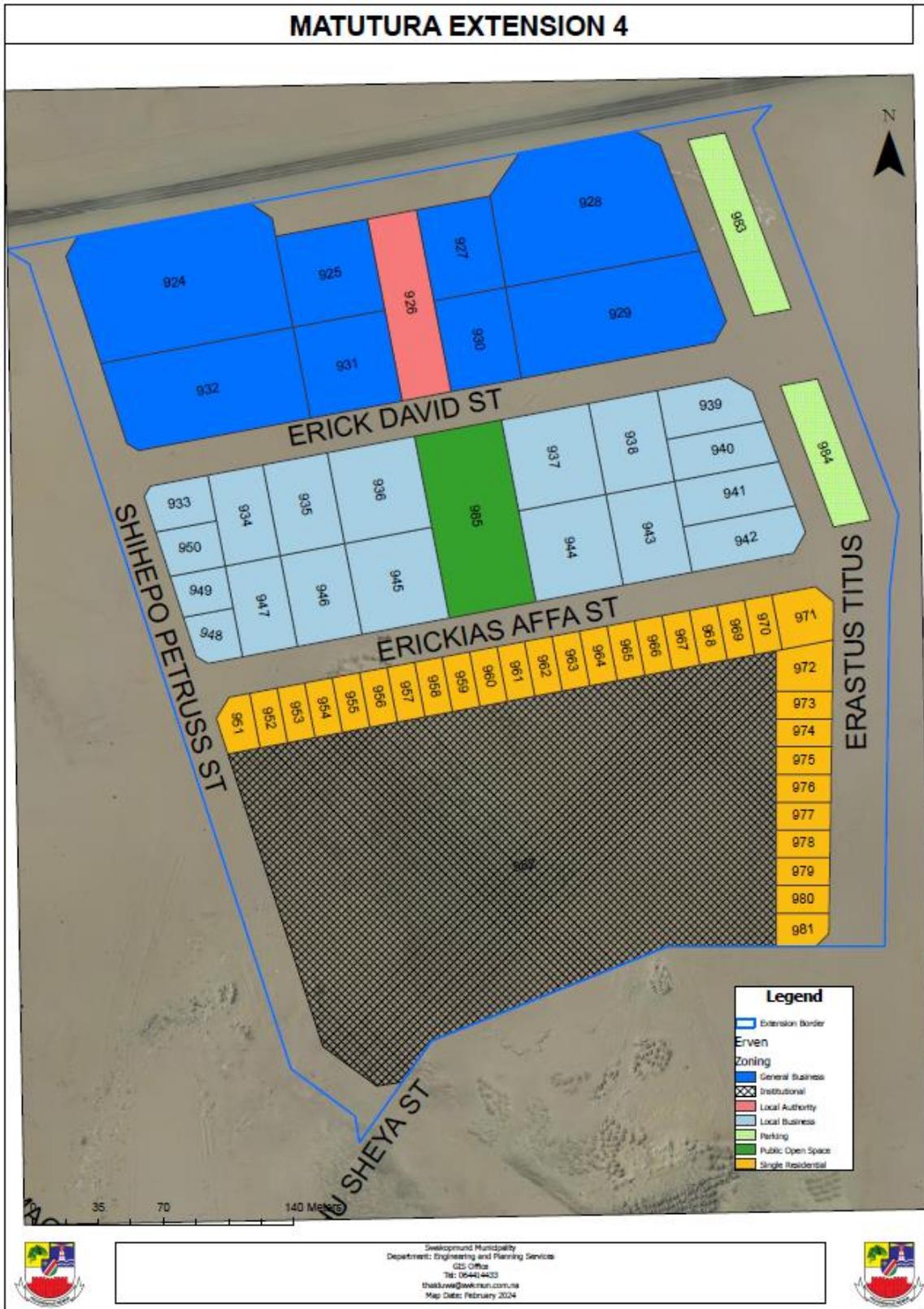
11.1.20

AVAILABILITY OF EXTENSION 4, MATUTURA AND CRITERIA FOR DEVELOPMENT PROPOSAL

(C/M 2023/06/29 - 16/1/4/2/1/14)

RESOLVED:

- (a) That Council repeals its resolution passed on 27 January 2022 under item 11.1.34 in terms whereof Council resolved to service Extension 4, Matutura itself.
 - (b) That Council confirms the availability of Extension 4, Matutura for development by a private developer.
 - (c) That Council publicly invites development proposals for the development of Extension 4, Matutura based on the approved zoning map and in terms of points (a) and (b) of Council's decision passed on 31 August 2021 under item 11.1.15.
 - (d) That the qualifying criteria for developers be set in terms of Council's resolution passed on 31 August 2021, under item 11.1.15, point (b) (v) as follows:
 - (i) *Relevant similar experience in township developments within the last 5 years.*
 - (ii) *Proof of the skill and ability of professional teams involved in the execution of the development agreement for Extension 4, Matutura.*
 - (iii) *Adequate proof of the developer's financial ability to develop the township in the discretion of Council and confirmed proof of access to finance to complete the development project; and*
 - (iv) *The content of the development proposal to include the following, i.e:*
 - 1. *A per square metre purchase price for the undeveloped sellable land; alternatively.*
 - 2. *Return of approximately 30% of land to Council after installation of services.*
 - 3. *The cost of houses and the erven to the public.*
 - 4. *Development of Extension 4, Matutura based on the approved zoning map.*
 - 5. *That all risk and expenses be at the cost of the developer; and*
 - 6. *The time frame within which the development will be commenced from date of signing the development agreement and completion of the project.*
-



MUNICIPALITY OF SWAKOPMUND

DEPARTMENT: CORPORATE SERVICES & HUMAN CAPITAL



Development Proposal Invitation

NOTICE NO: 74 / 2024

Invitation for Development Proposals:
Installation of Services and Construction of Houses

↳ Extension 4, Matutura

Name of Applicant:	R&S Property developers and Construction cc	
Postal Address:	PO Box 1747	
	Swakopmund	
	Namibia	
Business Address:	c/o AJRS workshops, Unit 9, Newton street,	
	Industrial Area, Swakopmund.	
Representative:	Razi Ghasssi-Razavi	
Telephone:	085 124 9826	
Facsimile:	rghazavi8@gmail.com	
E-mail:	rghazavi8@gmail.com	
Closing Date and Time:	Friday, 01 November 2024 at 12:00	
Cost of development proposal document	Receipt Date	Receipt Number
N\$ 300.00		

Municipality of Swakopmund, Municipal Head Office
Enquiries: Ms S Bruwer at ☎ 064-4104212 and or ✉ sbruwer@swkmun.com.na

INDEX

ITEM	PAGE NO
1. Introduction	3
2. Description of the Township	3
3. Qualifying Criteria	5
4. Development Options	6
5. Payment of Deposit	7
6. Development Strategies	7
7. Obligations	8
8. Notice 74/2024	9
9. Standard Conditions	10
9.1 Distribution of Erven	
9.2 Cost Distribution	
9.3 Specification of Services	
9.4 Specification of Houses	
10. Technical Conditions	10
11. Proposal Condition	11
12. Proposal Document	12 - 14
Annexure "A" Map indicating the location of the township	15
Annexure "B" Zoning map of Extension 4, Matutura	16
Annexure "C" Lay-Out map of Extension 4, Matutura	17
Annexure "D" Technical Requirements	18 - 20



1. Introduction

The Swakopmund Municipality hereby invites registered companies to submit proposals to install services to the township and construct houses for the lower middle to middle income categories on the even zoned "single residential" for the following township:

📍 Extension 4, Matutura

This township was earmarked for development in terms of Council's Housing Action Plan for the low and medium income community.

•Medium Income - the selling price of houses, excluding the selling price of the erf, may not exceed N\$ 800 000.00

The selling price of the erf to the 3rd parties must be based on the actual cost of installation of services to the extension.

The allocation / award of the township will be done at Council's discretion taking into consideration the most viable proposal based on the value added to the target community.

Only one extension will be awarded to an entity.

Attached the following:

- Annexure "A"** : A map indicating the location of the township
- Annexure "B"** : Zoning map of Extension 4, Matutura
- Annexure "C"** : Lay-Out map of Extension 4, Matutura
- Annexure "D"** : Technical Requirements

2. Description of the Township

Below is a summary of the zoning lay-out of the extension:

Extension 4, Matutura - Annexure "B"

Zoning	Total Erven	Size of Zoning Areas
Single Residential	31	14 589 m ²
General Business	8	33 733 m ²
Local Business	18	26 861 m ²
Municipal parking	3	6 352 m ²
Public Open Space	1	4 750 m ²
Institutional	1	44 631 m ²

A map indicating the sizes of the various zonings is attached as **Annexure "C"**.

These lay-outs will change slightly due to the need to create even zoned "parastatal" e.g for electrical substations.

3. Qualifying Criteria

An applicant (the entity) must satisfy the following criteria in order to be considered for allocation:

- 3.1 *Registered as a (Pty) Ltd company.*
- 3.2 *Proof of successful completion of at least 2 projects requiring relevant similar experience in projects involving turnkey township development within the last 7 years, not less than N\$ 50 000 000.00 (N\$ 50 million).*
- 3.3 *Proof of the skill and ability of professional teams involved in the execution of the development agreement in at least 2 projects of similar value, scope and extent.*
- 3.4 *Satisfactory proof of the developer's financial ability to develop the township in the discretion of Council and confirmed proof of access to finance to complete the development project; and*
- 3.5 *The cost of the erven and houses to the public:*
 - 3.5.1 *The selling price of the erven must be based on the actual cost of installation of services.*
 - 3.5.2 *The purchase price of houses must be based on a bill of cost with prescribed minimum specifications for a standard 1 or 2 or 3-bedroom house:*
 - 3.5.2.1 *Medium Income - the selling price of houses, excluding the selling price of the erf, may not exceed N\$ 800 000.00*
- 3.6 *Development of the township is based on the approved zoning maps and in terms of all relevant regulations and the Standard Manual for the Civil Engineering Services for Township Development.*
- 3.7 *The time frame within which the development will be commenced from date of signing the development agreement and completion of the project.*
- 3.8 *Valid Good Standing Tax Certificate.*
- 3.9 *Valid Good Standing Social Security Certificate.*
- 3.10 *Valid Certified Copy of Affirmative Action Compliance Certificate or proof from Employment Equity Commissioner that entity is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998.*
- 3.11 *Registration with a local authority as a business.*

Matatura extension 4

Schedule of documents.

- 1) Proposal by developer
- 2) Company Documents (CC registration and fitness certificates)
- 3) List of previous projects
- 4) Bank Letter of financial capability
- 5) Letter of competency by engineer
- 6) Tax Good Standing
- 7) Social Security Good Standing
- 8) List of employees

12H00 01.11.2024

The only 1 proposal received
[Signature]

①



R & S PROPERTY DEVELOPERS AND CONSTRUCTION CC

Reg. No. cc/98/1031 VAT No. 2216417
P.O.Box 1747, Swakopmund Tel: 064-463666 Cell: 0851249826/ 0855905577 E-mail: rgrazavi@gmail.com

Matatura extension 4

To whom it may concern,

R&S property developers and construction cc, Po Box 1747 Swakopmund, in partnership with Faraday construction and electrical services cc, Po Box 8246 Swakopmund, would like to make the following proposal.

We will opt for option A. Purchase option.

- 1.) We would offer a sum of N\$5.50 per m² for the undeveloped land, consisting of
 - General Business 33 733m²
 - Local Business 26 861m²
 - Single Residential 14 689m²
 - Total of 75 283m²

Which amounts to a total of N\$ 414 056.50.

2.) All Civil and Electrical reticulation to be done as per municipal specifications.

- 3.) We are pleased to offer the construct a Sporting facility at no cost to the municipality on a determined position (public open space) which includes the following
 - Soccer Field
 - Basketball Court
 - Volleyball Court
 - Ablution facilities (toilets and showers)

The final costs of the development will depend on the specifications of roads and electrical reticulation as well as the specification of the houses that is to be provided by Municipality of Swakopmund. However, the initial budget for the development is at 45 million Namibian dollars. This is to be financed by the developers.

The projected timeline for this project will be as follows, setting out and approval of drawings and equipment. Will be 3 months, and the project is estimated to take 18 months.

The developer intends to employ no less that 35 local employees from the informal settlement (DRC) during the reticulation stage of the development and substantially more during the construction phase.

Directors: R.G. Razavi • S.G. Razavi • B.G. Razavi

R & S PROPERTY DEVELOPERS
AND CONSTRUCTION CC
P.O. Box 1747, Swakopmund
Tel: 064-463666
VAT Reg: 221641701-5
Reg No: 981031

REPUBLIC OF NAMIBIA
 BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA
 CLOSE CORPORATIONS ACT, 1988
 (Section 13, 14, 27 and 60)
 (Regulations 3, 10 and 13)

(To be lodged in triplicate together with the Founding Statement)

Certificate of Incorporation

REGISTRATION NUMBER OF CORPORATION

CC / 2022/3388

This is to certify that the Founding Statement (CC 1) of

FARADAY CONSULTING AND ELECTRICAL SERVICES
CC

Has been registered and the above-named close corporation was this day incorporated in terms of the Close Corporation Act, 1988

* The above-named corporation has been converted from a company:

_____ (Reg. No. _____)

Signed at Windhoek this 10th Day of MAY

Two Thousand and TWENTY-TWO


REGISTRAR OF CLOSE CORPORATIONS



* (Delete if not applicable) _____

REPUBLIC OF NAMIBIA
BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA
CLOSE CORPORATIONS ACT, 1988
(Sections 12, 13, 14, 24, 27, 29, 47 and 60)
(Regulations 2, 3 and 13)

CC 1



CC1

Founding Statement

Before filling in the form, first see notes on page 2.

REGISTRATION NUMBER OF CORPORATION CC/2022P3888	DATE OF RECEIPT
--	-----------------

Full name of corporation FARADAY CONSTRUCTION AND ELECTRICAL SERVICES CC

Literal translation of name (if applicable) _____

Shortened form of name (if applicable) _____

Description of principal business ELECTRICAL AND CONSTRUCTION SERVICES

Date of end of financial year END FEBRUARY EACH YEAR

Postal address PO BOX 8246, SWAKOPMUND, NAMIBIA

Address of registered office (not post office box) NEWTON STREET. ATRIS WORKSHOP,
UNIT 9, SWAKOPMUND, NAMIBIA

Email address: faraday.services@outlook.com

Name and address of accounting officer KRISTIN RITTMANN
ACACIA STREET, NO 42, SWAKOPMUND, NAMIBIA
PO BOX 2359, COAST VIEW, SWAKOPMUND, NAMIBIA

(Attach written consent to appointment)

Full name of association or body of which accounting officer is a member SOUTH AFRICAN
INSTITUTE OF BUSINESS ACCOUNTANTS.

Membership/Practice No. 11018



NAME OF CORPORATION

- 3 -

2025

FARADAY CONSTRUCTION AND ELECTRICAL SERVICES CC

REGISTRATION NUMBER CC/2022/03388

PART C

MEMBERS 1 (ONE)

Full names and surname GERT ALBERTS OOSTHUIZEN

Identity number or date of birth	(i)	Year	Month	Day															
Registration number	(ii)	9	4	0	3	2	9	0	0	5	1	5							

Percentage of interest 100% Particulars of contribution 100%

Residential address SOUTHERND TREET, UNIT 3, OCEAN VIEW,

SWALOPMUND, NAMIBIA

Postal address PO Box 8246, SWALOPMUND, NAMIBIA

Email address: faraday.services@outlook.com

Signature of member or representative

Full names and surname

Identity number or date of birth	(i)	Year	Month	Day															
Registration number	(ii)																		

Percentage of interest Particulars of contribution

Residential address

Postal address

Email address:

Signature of member or representative

Witness Signature

Date of signature 29/04/2022

Full names ROLENE HUMAN

Residential address UNIT 7 B, WATERCUBE,

ERF 9371

Business address BONUS MARKET PLACE, SHOP 2, SWALOPMUND, NAMIBIA

Postal address PO Box 1530, SWALOPMUND, NAMIBIA

2



Municipality of Swakopmund

4104517

53

REGISTRATION CERTIFICATE

No 2551/2024

Faraday Construction and Electrical Services

is hereby registered to trade as a

Administrative Office
General Construction and Electrical services

NAME OF OWNER/MANAGER : G Oosthuizen
 BUSINESS ADDRESS : PO Box 8246
 Swakopmund
 ERF NO : 3964
 STREET ADDRESS : Newton Street

THIS CERTIFICATE EXPIRES ON 31 MARCH 2025

DATE _____
 GENERAL MANAGER HEALTH

N.B.: This certificate does not exempt the holder from obtaining any other documents, which are required by law (including requirements contained in the Town Planning Regulations)

REPUBLIC OF NAMIBIA
 BUSINESS AND INTELLECTUAL PROPERTY AUTHORITY - BIPA
 CLOSE CORPORATIONS ACT, 1988
 (Sections 12, 13, 14, 24, 27, 29, 47 and 60)
 (Regulations 2, 3 and 13)

CC 2



CC2

②

Amended Founding Statement

Before filling in the form, first see notes on page 2.

REGISTRATION NUMBER OF CORPORATION CC/98/1031	DATE OF RECEIPT 2021-05-24
--	-------------------------------

PART A

	Dates of commencement of change
Full name of corporation <u>R AND S PROPERTY DEVELOPERS AND CONSTRUCTION CC</u>	*
Previous name of corporation (if applicable)* <u>R & S CONSTRUCTION CC</u>	*
Literal translation of name (if applicable)* <u>N/A</u>	*
Shortened form of name (if applicable)* <u>N/A</u>	*
Description of principal business* <u>PROPERTY DEVELOPMENT AND CONSTRUCTION AND ALL RELATED ACTIVITIES</u>	*
Date of end of financial year* <u>LAST DAY OF FEBRUARY EACH YEAR</u>	*

PART B

Postal address* <u>P O BOX 12, WALVIS BAY, NAMIBIA</u>	*
Email address: <u>ansie.rossouw@pwc.com</u>	
Address of registered office (not post office box)* <u>1st FLOOR, PwC BUILDING, 122 THEO BEN GURIRAB STREET, WALVIS BAY, NAMIBIA</u>	*
Name and address of accounting officer* <u>PricewaterhouseCoopers P O BOX 12, WALVIS BAY, NAMIBIA</u>	*

(Attach written consent to appointment)

Full name of association or body of which accounting officer is a member INSTITUTE OF CHARTERED ACCOUNTANTS OF NAMIBIA

Membership/Practice No. 9406

Signature of previous accounting officer: N/A

NAME OF CORPORATION R AND S PROPERTY DEVELOPERS AND CONSTRUCTION CC

REGISTRATION NUMBER CC/96/1031

PART C

Date of Change

MEMBERS

Full names and surname _____

Identity number or date of birth (i)

Year Month Day

Registration number (ii)

Percentage of interest _____

Particulars of contribution _____

Residential address _____

Postal address _____

Email address _____

Signature of member or representative _____

Full names and surname _____

Identity number or date of birth (i)

Year Month Day

Registration number (ii)

Percentage of interest _____

Particulars of contribution _____

Residential address _____

Postal address _____

Email address _____

Signature of member or representative _____

Witness Signature _____

Date of signature _____

Full names _____

Residential address _____

Business address _____

NAME OF CORPORATION R AND S PROPERTY DEVELOPERS AND CONSTRUCTION CC

REGISTRATION NUMBER CC/98/1031

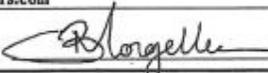
PART C

MEMBERS 4 (FOUR)

Date of Change

Full names and surname BAHIYYIH MONGELLAZ

Identity number or date of birth	(i)	Year	Month	Day															
		8	3	0	5	3	0	1	0	1	8	6							
Registration number	(ii)																		
Percentage of interest	<u>20%</u>	Particulars of contribution		<u>NS20.00</u>														<u>2021-07-21</u>	
Residential address	<u>ANKA COURT, NR 1, ERF 68, VOGELSTRAND, SWAKOPMUND, NAMIBIA</u>																		
Postal address	<u>P O BOX 1747, SWAKOPMUND, NAMIBIA</u>																		
Email address:	<u>razavi@rs-developers.com</u>																		

Signature of member or representative 

Full names and surname HEDIYIH WILF 2021-07-21

Identity number or date of birth	(i)	Year	Month	Day															
		8	5	0	6	1	9	1	0	0	7	9							
Registration number	(ii)																		
Percentage of interest	<u>20%</u>	Particulars of contribution		<u>NS20.00</u>														<u>2021-07-21</u>	
Residential address	<u>NO.1 ANKA COURT, TURNSTONE STREET, VOGELSTRAND, SWAKOPMUND, NAMIBIA</u>																		
Postal address	<u>P O BOX 1747, SWAKOPMUND, NAMIBIA</u>																		
Email address:	<u>razavi@rs-developers.com</u>																		

Signature of member or representative 

Witness Signature  Date of signature _____

Full names JEAN-PIERRE CATHERIN MONGELLAZ
 Residential address ANKA COURT, NR 1, ERF 68, VOGELSTRAND, SWAKOPMUND, NAMIBIA
 Business address ANKA COURT, NR 1, ERF 68, VOGELSTRAND, SWAKOPMUND, NAMIBIA

③



R & S PROPERTY DEVELOPERS AND CONSTRUCTION CC

Reg. No. cc/98/1031

VAT No. 2216417

P.O.Box 1747, Swakopmund • Tel: 064-463666 • Cell: 0851249826/ 0855905577 • E-mail: rgrazavi@gmail.com

Previous projects

R & S property developers and construction cc

- 1) **PANORAMA COURT-Tamariskla, Swakopmund**
All reticulation services inclusive of water, electricity, sub-station, sewer, manholes, telecom, roads and streetlight were installed by R and S developers and construction. Total of 69 residences were constructed and completed.
- 2) **CARMEL COURT-Avis, Windhoek**
All services inclusive of water, sewer, electricity, roads and streetlights were provided by R and S Property Developers and construction. Total of 24 sectional titles were completed.
- 3) **PARK VILLAGE-Henties Bay**
All services with respect to water reticulation, electricity reticulation, road, street lights, sub-station were provided by R and S property developers and construction. 24 sectional titles, 14 single residential units, Puma station and 8 self catering units are constructed. This is an ongoing project. 29 single residential, 3 General businesses yet to be completed.

Faraday construction and electrical services cc

- 1) **Mile 4 extension 1 electrical reticulation**
All electrical works including Substation, streetlights, kiosks and the servicing of 108 municipal erven.
- 2) **Ongos Valley**
Currently the second biggest construction project in Namibia, Faraday is responsible for all internal electrical works. This includes reticulation of all the houses, schools, malls etc and the construction electrical on all the houses. This is an ongoing project

Directors: R.G. Razavi • S.G. Razavi • B.G. Razavi

R & S PROPERTY DEVELOPERS
AND CONSTRUCTION. CC
P.O.Box 1747, Swakopmund
Tel / Fax: 064 463666
VAT Reg: 2216417-01-5
Reg No. 98/1031

SWAKOPMUND BRANCH
 16 Tobias Haiyeko Street, Swakopmund, Namibia
 PO Box 1, Swakopmund, Namibia
 E-mail: fntswakop@fnbnamibia.com.na, web:
www.fnbnamibia.com.na
 Tel: +264 61 299 8053



30 October 2024

TO WHOM IT MAY CONCERN

Dear Sir/Madam

R AND S PROPERTY DEVELOPERS AND CONSTRUCTION CC, P O BOX 1747, SWAKOPMUND, NAMIBIA,

This letter serves to confirm that R AND S PROPERTY DEVELOPERS AND CONSTRUCTION CC has a Business Banking profile with our Institution and conducts a satisfactory business account in our books.

R AND S PROPERTY DEVELOPERS AND CONSTRUCTION CC has a well-built financial history with our Institution and is a reliable and honest business personality with immense integrity.

All arrangements with our Institution are honored respectfully by the business.

R AND S PROPERTY DEVELOPERS AND CONSTRUCTION CC

Account : FNB Swakopmund
 Date opened : 19 December 1996

We rate the account as a Code "A" – Account conduct satisfactory with no dishonors recorded.

This letter may be used for the tendering process of NS45,000,000-00.

Yours faithfully,

Roeline A Nell
 COMMERCIAL RELATIONSHIP MANAGER

Board of Directors: Ovi Shikongo (Chairperson), SL Balidon*, J Coetzee, C Dempsey (Chief Executive), LO Kapero, MJ Lubbe**, R Makarjee***, W Nazhandi, LP Smit, E van Zyl
 * South African and Irish
 ** South African with Namibian Permanent Residence
 *** South African
 Company Secretary: N Makierba
 First National Bank of Namibia Limited, Reg. No. 2002/0180

5



PHIM GROUP

To Whom it May Concern

This letter serves to confirm that Mr Hendrik Willem Oosthuizen was the installation electrician for Mile 4 Extension 1 Electrification project which was completed in 2015.

His duties involved the following activities:

- 1. Managing and supervising all electrical installations works
- 2. Conducting LV and HT joints and terminations
- 3. Conducting all the required tests
- 4. Issuing of Certificate of Compliance (C.o.Cs)

Please contact the undersigned if you require any additional information.

Yours Faithfully

Mr. S. Kalboni (Pr.Eng)
 The Project Manager – PHIM Group
skalboni@phimgroup.com
 +264 81 612 6194



6



Taxpayer Registration Certificate

*****Copy*****

TAXPAYER TYPE	Companies or Close Corporation for Non-mining
TAXPAYER IDENTIFICATION NUMBER	02216417
TAX TYPE	ETX 02216417-014 VIA 02216417-016 WTS 02216417-018 ITX 02216417-011 VAT 02216417-015
TAXPAYER/REGISTERED NAME	R And S Property Developers And Construction Cc
REGISTRATION/IDENTITY NUMBER	cc/98/1031
POSTAL ADDRESS	P O Box 1747; Swakopmund; Namibia;
EFFECTIVE DATE	01/01/1999
DATE OF ISSUE	31/10/2024

ISSUED BY
Namibia Revenue Agency

[Handwritten Signature]
Commissioner



1. A certified copy of this certificate is to be supplied to your employer where applicable.
2. A certified copy of this certificate may be required by the Department of Customs and Excise and is to be supplied on demand by an official.
3. In the event of a copy being submitted, it is the responsibility of the employer to validate such copy against the original.
4. This certificate is not transferable.

AR



Private Bag 13223, Windhoek, Namibia, Tel: +264 01 290 7999, Fax: +264 01 290 7199
 Cnr. A. Koppers & J. Haupt Str., Khomasdal, Windhoek, E-mail: corporate@ssc.org.na, Website: www.ssc.org.na

Enquiries.....

Our Ref. MY88C

Your Ref. 1126015

R & S PROPERTY DEVEL. & CONSTR. CC
 P O Box 1747
 SWAKOPMUND
 NAMIBIA

Thursday, October 31 2024

Dear Sir / Madam

GOODSTANDING CERTIFICATE: SOCIAL SECURITY COMMISSION

It is hereby certified that R & S PROPERTY DEVEL. & CONSTR. CC is at present in good standing with the Social Security Commission.

Contract/Tender No.: General

Nature of Business: CONSTRUCTION

Social Security Registration No.: 20277717

Employee Compensation No.: 00011189

Number of employees registered: 4

Validity Period: 31 October 2024 to 02 December 2024

Yours Faithfully

EXECUTIVE OFFICER



Commissioners: Mr. M. Kampungu (Chairperson), Mr. S. Hanstein, Ms. S. Jacobs, Ms. A. Kahimise, Ms. H. Mouton,
 Ms. A. Mudjanima, Mr. J. Muniaro, Mr. B. Mutrifa Mr. P. Hango, Mr. S. Shilongo

Executive Officer: Ms. M. Mungunda

ALL OFFICIAL CORRESPONDENCE MUST BE ADDRESSED TO THE EXECUTIVE OFFICER

8



R & S PROPERTY DEVELOPERS AND CONSTRUCTION CC

Reg. No. cc/98/1031

VAT No. 2216417

P.O.Box 1747, Swakopmund ☎ Tel: 064-463666 ☎ Cell: 0855905577/ 0817920694 ☎ E-mail: rgrazavi@gmail.com

The Employee agree that he or she is fully authorized to work in Namibia and can provide proof of this with legal documentation. This documentation will be obtained by the Employer for legal records.

In witness and agreement whereof, the Employer has executed this contract with due process through the authorisation of official company agents and with the consent of the Employee, given here in writing.

Hj.h. v
Employee Signature
Venantjus Nghinyengwa

06/11/2023
Date

R. G. Razavi
Company Official Signature
Razi Ghiassi-Razavi
Director

06/11/2023
Date

Directors: R.G. Razavi ☎ S.G. Razavi ☎ B.G. Razavi



PROPERTY DEVELOPERS AND CONSTRUCTION CC

Reg. No. cc/98/1031

P.O.Box 1747, Swakopmund @ Tel: 064-463666 @ Cell: 0855905577/0817920694 @ E-mail: rgrazi@9@gmail.com

VAT No. 2216417

Employment Contract

This contract, dated on the 06 day of 11 in the year 2023, is made between

R AND S PROPERTY DEVELOPERS AND CONSTRUCTION CC

and

VENANTIUS I. NGHINYENGWA
Namibian ID Number 991014 0040 1

This document constitutes an employment agreement between these two parties and is governed by the laws of Namibia.

WHEREAS the Employer desires to retain the services of the Employee, and the Employee desires to render such services, these terms and conditions are set forth.

IN CONSIDERATION of this mutual understanding, the parties agree to the following terms and conditions:

1. Employment

The Employee agrees that he or she will faithfully and to the best of their ability carry out the duties and responsibilities communicated to them by the Employer. The Employee shall comply with all company policies, rules and procedures at all times.

2. Position

Mr Venantius Nghinyengwa is employed as a general labourer.

It is the duty of the Employee to perform all essential job functions and duties. From time to time, the Employer may also add other duties within the reasonable scope of the Employee's work.

General duties include and are not limited to the following:
Paintwork, tiling and bricklaying.

3. Compensation

As compensation for the services provided, the Employee shall be paid a wage of N\$75.00 (Seventy Five Namibia Dollar) per day. All payments shall be subject to mandatory employment deductions, in this case social security.

Directors: R.G. Razavi @ S.G. Razavi @ B.G. Razavi

8



PROPERTY DEVELOPERS AND CONSTRUCTION CC

Reg. No. cc/98/1031

VAT No. 2216417

P.O.Box 1747, Swakopmund • Tel: 064-463666 • Cell: 0855905577/ 0817920694 • E-mail: rgrazavi@gmail.com

The Employee agree that he or she is fully authorized to work in Namibia and can provide proof of this with legal documentation. This documentation will be obtained by the Employer for legal records.

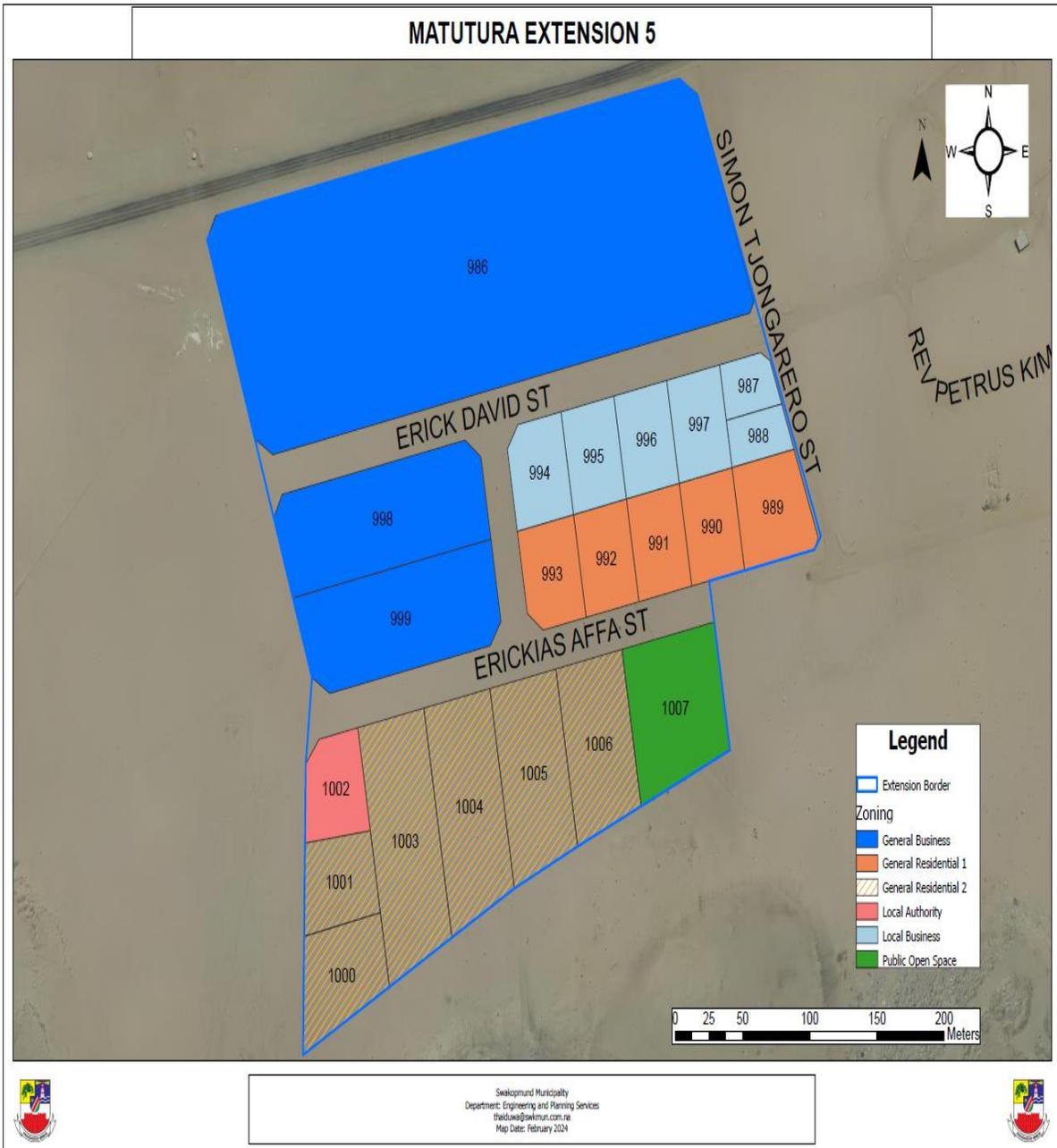
In witness and agreement whereof, the Employer has executed this contract with due process through the authorisation of official company agents and with the consent of the Employee, given here in writing.

Hjh. v
Employee Signature
Venantius Nghinyengwa

06/11/2023
Date

R. Ghiasi-Razavi
Company Official Signature
Razi Ghiassi-Razavi
Director

06/11/2023
Date



11.1.6

**WAIVING OF RESTRICTION ON ALIENATION AND OR TRANSFER CONDITION -
ERF 434, SWAKOPMUND**

(C/M 2025/06/26 - E 434)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **7.6** page **82** refers.

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

1. **INTRODUCTION**

This submission is tabled to Council to obtain Council's approval to waive the restrictive condition of alienation and or transfer registered against Deed of Transfer T 3011/2019 (**Annexure "A"**) in respect of Erf 434, Swakopmund to enable the sale of the erf from Peter John Louw (9/10 shares) and Jessica Le Grange (1/10 share) to Mia Rousseau (7/10 shares) and Johan Marnus de Waal (3/10 shares).

Erf 434 was initially sold to Ms Erika A F Rubow on **24 October 1952**. Transfer of the erf was registered with the following condition in the title deed (page 3, point 2):

2. The said erf shall not be alienated or transferred without the consent of the Municipality first had and obtained.

The purpose of this condition is unknown, it is assumed it was to be ensure that the purchaser constructed a building on the erf prior to selling it to the third party. **Attached as Annexure "B"** is a completion certificate issued on **31 October 1973**.

Since the restrictive condition was registered against the title deed in respect of Erf 434, it will be passed on from title deed to another whenever the erf is being alienated to the next successor-in-title. It is therefore required that Council signs a consent form by allowing the transfer of the erf to the next owner. To avoid this continuation of registering the condition which serves no purpose, the conveyancer can apply for the cancellation of the restrictive condition.

The application dated **30 April 2025** from Dr Weder, Kauta and Hoveka Inc is for Council to consent to the waiving of the restrictive clause to enable transfer of ownership.

2. **SIMILAR APPROVAL GRANTED FOR ERF 484, SWAKOPMUND**

On **29 June 2023** under item 11.1.2 Council granted approval for the waiving of the restriction registered against the title of Erf 484, Swakopmund as quoted:

"That Council waives the restrictive condition of alienation and or transfer contained in the Deed of Transfer T 1294/1973 and thereby grants approval to C M Johannes and C Johannes to take ownership of Portion 1 of Erf 484, Swakopmund in ½ shares."

3. **CURRENT SITUATION**

Taking into consideration that the restriction condition serves no purpose as a house was built on the erf, it is proposed that Council waives the restrictive condition of alienation and allow the transfer to the new owners.

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

RECOMMENDED:

That Council waives the restrictive condition of alienation and or transfer contained in Deed of Transfer T 3010/1919 and thereby grants approval in respect of Erf 434, Swakopmund to enable the sale of the erf from Peter John Louw (9/10 shares) and Jessica Le Grange (1/10 share) to Mia Rousseau (7/10 shares) and Johan Marnus de Waal (3/10 shares).

2019 -05- 15

3010 / 2019

DEED OF TRANSFER NO.

A R MITTENDORF, E MITTENDORF, V MITTENDORF,
R D R & G I WELGE & A MITTENDORF / P J LOUW

9/10th SHARE IN ERF NO. 434 SWAKOPMUND

KOGP
PARTNERS

CONVEYANCERS
3516, WINDHOEK
☎: 382800
REF: WCK/am/74939, MAT4666

Prepared by
[Signature]
CONVEYANCER
KOTZEM C

2019-05-23
MORTGAGED
for R200 000.00 (with preference for an additional amount not exceeding R140 000.00)
WILLEM CAREL KOTZE
REGISTRAR OF DEEDS
[Signature]

W.C.K.

3010 / 2019

DEED OF TRANSFER

Be it hereby made known:

THAT WILLEM CAREL KOTZE

appeared before me, Registrar of Deeds at WINDHOEK he/she, the said Appearer, being duly authorised thereto by a Power of Attorney granted to him/her by the agent of:

1. ANDREW ROBERT MITTENDORF
(Born on: 27 JULY 1963)
UNMARRIED
2. ECKHARDT MITTENDORF
(Identity Number: 651130 0014 0)
MARRIED OUT OF COMMUNITY OF PROPERTY

[Signature] *[Signature]* *[Signature]*

- 2 -

3. **VOLKER MITTENDORF**
(Born on: 11 JULY 1967)
MARRIED TO PASCALE FABIENNE MITTENDORF, WHICH MARRIAGE IS GOVERNED
BY THE LAWS OF THE REPUBLIC AND CANTON OF NEUCHÂTEL
4. **RICHARD DIETMAR RUDOLF WELGE**
(Born on: 26 OCTOBER 1965)
AND
GERTRAUD ILSE WELGE
(Born on: 5 FEBRUARY 1970)
MARRIED IN COMMUNITY OF PROPERTY TO EACH OTHER
5. **ARNDT MITTENDORF**
(Identity Number: 720830 0014 5)
MARRIED TO HEINDRI MITTENDORF WHICH MARRIAGE IS GOVERNED BY THE
LAWS OF THE REPUBLIC OF SOUTH AFRICA

dated the ²⁶~~20~~th day of MARCH 2019, and signed at SWAKOPMUND

And the said Appearer declared that his/her Principal had truly and legally sold on the 26 MARCH 2019.

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

PETER JOHN LOUW
(Identity Number: 851230 0032 1)
UNMARRIED

His Heirs, Executors, Administrators or Assigns,

CERTAIN: NINE TENTH SHARE IN ERF NO. 434 SWAKOPMUND

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

MEASURING: 688 (SIX HUNDRED AND EIGHTY EIGHT) SQUARE METRES

- 3 -

FIRST REGISTERED by Government Grant No. 4/1950, with diagram annexed thereto and held by Deed of Transfer No. T /2019

SUBJECT to the following conditions imposed by the Council of the Municipality of Swakopmund for its benefit, and created in Deed of Transfer No. 1235/1954, namely:-

1. This erf shall be used for residential purposes only and not more than one dwelling house with the necessary outbuildings and appurtenances shall be erected thereon.
2. The said erf shall not be alienated or transferred without the consent of the Municipality first had and obtained.



- 4 -

WHEREFORE the Appearer, renouncing all the right and title which the said TRANSFEROR heretofore had to the premises, did, in consequence also acknowledge the said TRANSFEROR to be entirely dispossessed of, and disentitled to, the same, and that, by virtue of these presents, the said TRANSFEREE, 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 the purchase price to be the sum of N\$2 385 000.00.

Signed at WINDHOEK on 2019-05-23

together with the appearer, and confirmed with my seal of office.

In my presence,



[Handwritten signature]
Signature of Appearer

- 1. Transfer Duty Receipt No. OR Exemption Certificate: 0400001875
Issued at Windhoek
On 16 APRIL 2019
for N\$84 800.00

Checked: 1. _____
2. _____

- 2. I, the undersigned, WILLEM CAROL KOTZE hereby certify in terms of Section 78(a) of Act 23/1992 ("the Act") that all rates leviable in respect of the immovable property contained in this Deed, and all the fees, charges and other moneys due to the local authority council in respect of any service, amenity or facility supplied to such property in terms of the Act, inclusive of any availability charge and minimum charge provided for in section 30(1)(u) of the Act, have been paid up to and including the date of registration thereof.

CONVEYANCER

[Handwritten mark]

ANNEXURE "C"

From: Adri Booyesen <wagner.convey1@wkh-law.com>
Sent: Wednesday, 30 April 2025 03:16 PM
To: Sura Wagner <wagner@wkh-law.com>; Stephny Bruwer <sbruwer@swkmun.com.na>
Subject: RE: ERF 434 SWAKOPMUND - Municipal condition

Dear Stephny,

With reference to the above and email below.

Kindly find attached the Applications for your kind attention.

We did send Felicity this afternoon to deliver the original signed Applications to be signed, hope all is in order.

We will collect same as soon as same has been signed.

Kind regards / Vriendelike groete,

ADRI BOOYSEN

CONVEYANCING SECRETARY TO

SURA WAGNER

B.A. LLB (DIRECTOR)

Legal Practitioner and Notary

wagner.convey1@wkh-law.com

T: +264 (0) 64 443 100 | F: +264 (0) 64 443101

www.wkh-law.com

Shop 208 1st Floor, Platz Am Meer Mall, Waterfront,
Cnr. Tsavorite & Albatros Street, Swakopmund, Namibia
P. O. Box 2970, Swakopmund



11.1.7

PROPOSAL TO HOST A NEW YEAR'S CELEBRATION WITH A FIREWORKS DISPLAY IN SWAKOPMUND

(C/M 2025/06/26

- 13/3/2/1)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **7.7** page **91** refers.

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

This submission serves to request permission to host a new year's celebration with a fireworks display on **31 December 2025** in Swakopmund at the Platz Am Meer Mall.

1. **Background**

Council resolved on **29 November 2001** under item 11.1.12 as follows:

- (a) That Council Resolution 10.1 (a), dated 29 July 1999, be repealed.
- (b) That Council places a ban on the exploding of any fireworks in the Local Authority Area of Swakopmund, except in cases where written approval has been obtained from Council in line with the amended Explosives Act, Act no 26 of 1956, Regulation 10.34 (d).
- (c) That a notice with a layout plan of Swakopmund depicting the designated areas as described in Council Resolution 10.1 (b) of 29 July 1999, be placed in the newspaper to inform the public accordingly.

Council resolved on **28 November 2024** under item 11.1.6 as follows:

- (a) That Council approves the hosting of the Swakopmund New Year's Celebration Countdown 2024 on 31 December 2024.
- (b) That the use of fireworks (pyrotechnics) at the annual event not be permitted.
- (c) That the event be hosted at the Northern Beach Recreational area next to the Platz Am Meer Mall, as it is the suitable location to host the Swakopmund New Year's Celebration Countdown 2024.
- (d) That the event starts at 12H00 on 31 December 2024 and that the area be vacated by 01H00 on 1 January 2025.
- (e) That the Marketing & Communications Section be required to inform all affected members of the community in the surrounding area.
- (f) That the beach area be laid out to accommodate picnics with sufficient access.
- (g) That Messrs Corporate Event Gear CC be appointed to provide staging, sound, visuals, and music on 31 December 2024.
- (h) That a total of 15x vendors be invited to apply for stands at a cost of N\$500.00 per application and that no liquor be permitted to be sold by the vendors.
- (i) That sufficient bins and mobile ablution facilities should be availed by the Health Services and Waste Management Department.
- (j) That the Municipal Traffic Section, Namibian Police, Special Reserve Force, Namibian Navy, securities companies, and First Aid and Emergency Responders be invited to provide safety and security services at the event.
- (k) That Erongo RED be approached to sponsor electricity and temporary light poles.
- (l) That the General Manager: Finance be granted permission to avail additional funds for the event.
- (m) That the following officials be part of the organizing team:

Manager: Corporate Services	- Mr A Plaatjie
Marketing & Communications Officers	- Ms A Gebhardt
	- Mr V Vihanga
	- Ms R Kandanga
Sports & Recreational Officer	- Mr B Oaseb
Public Relations Officer	- Ms L Mupupa
Assistant Animal Control	- Mr D Guruseb

**Names of the members serving on this organizing team are subject to change according to availability and responsibilities during the progress of the event.*

- (n) *That overtime be paid to the officials serving on the organising committee.*
- (o) *That the following conditions be applicable:*
 - (i) *That the area is clean at all times.*
 - (ii) *That Council be indemnified against any claims that may arise from using the area.*
 - (iii) *That the area must be restored to its original condition and to the satisfaction of the General Manager: Economic Development Services.*
 - (iv) *That the sound be restricted to the immediate surrounding area.*
 - (v) *That the area be vacated by 01H00 on 1 January and no one be allowed to overnight.*
- (p) *That the proposal and arrangement to host the New Year's celebration with fireworks display for 2026 be started earlier and submitted to Council in the first quarter of 2025.*
- (q) *That the New Year's celebration be made an annual event and be budgeted for accordingly.*

1.1 **Event Overview**

Event Name : Swakopmund New Year's Celebration - Countdown 2025

Date : 31 December 2025
Time : Starting time - 12H00 (noon) on 31 December 2025
Ending time - 01H00 (AM) on 1 January 2026
Proposed Venue : Platz Am Meer Mall

2. **Motivation for the Platz Am Meer Mall**

Accessibility and Convenience: Platz Am Meer Mall offers excellent accessibility. This means ample parking for attendees, which is crucial for a large-scale event. Furthermore, the mall itself provides access to amenities like restrooms, potential food and beverage. This ease of access makes it more likely for a wider range of community members to participate

Safety and Security: Platz Am Meer Mall offer a greater sense of safety and security for attendees, especially during a large gathering that extends into the night. The presence of the mall and surrounding residents might also mean increased visibility and quicker access to emergency services if needed.

Scenic Backdrop and Atmosphere: The combination of the beach setting with the backdrop of the Platz Am Meer area can create a unique and festive atmosphere. It blends the natural beauty of the coast with the convenience and vibrancy of a commercial hub and provides an open and unspoilt viewing angle to see the fireworks and sundown.

Existing Infrastructure and Services: The Platz Am Meer Mall has basic infrastructure such as lighting and security measures which can easily be extended. This can reduce the logistical

burden and costs associated with setting up the event compared to a more remote beach or dune location.

3. **Fireworks**

The fireworks show will last not more than 10 minutes so the effect on the local residents and animals will be very limited. To further amplify the sense of collective joy and create a truly unforgettable moment as we transition into the New Year, the inclusion of a carefully planned fireworks display would be highly impactful. Imagine the entire community, gathered along the beach, gazing up at a breathtaking spectacle of light and colour erupting over the Swakopmund sky. This shared experience would undoubtedly:

- *Provides an opportunity to educate the community about fireworks and enforces the general ban on fireworks within the suburbs by the private citizen.*
- **Enhance the feeling of togetherness:** *As everyone looks upwards in awe, a powerful sense of unity and shared wonder will permeate the celebration. It becomes a collective memory etched in the minds of all attendees.*
- **Visually symbolize the 'joy' of welcoming the New Year:** *Fireworks are inherently celebratory and evoke feelings of excitement, optimism, and new beginnings. Their brilliance can mirror the bright hopes for the year ahead.*
- **Boost local pride and create a signature moment:** *A stunning fireworks display could become a hallmark of Swakopmund's official New Year's celebration, distinguishing it and adding to the town's festive appeal during the summer holidays. It can create a 'wow' factor that residents and visitors alike will remember and associate with Swakopmund.*

4. **PROPOSED ACTIVITIES**

- 4.1 **Main Countdown Ceremony:** Grand fireworks display at midnight. Council is hereby requested to approve the use of fireworks (explosives – for a period of maximum 10 minutes) during the countdown session. Expert fireworks and explosive technician will be assigned to handle the fireworks and explosives.
- 4.2 **Food and Beverage Stalls:** Designate area for food vendors and beverages stands. Provision will be made for 15x Vendors to exhibit and sell food and beverages. An application fee of **N\$500.00** will be required from interested vendors per stand. Council's standard operating procedures will be applied.
- 4.3 **Live Entertainment:** Local DJs entertaining the crowd throughout the event with variety of music genres.
- 4.4 **Safety and Security:** Collaboration with Municipal Traffic Section, Namibian Police, Special Field Force, the Namibian Navy, the local Securities companies and First Aid and Emergency responders on site.
- 4.5 **Informing the residents and public about the event:** All the residents in the surrounding area will be informed about the event's activities via formal letters. Notices and adverts will be published for citizens and visitors to attend the event.
- 4.6 **Health & Cleanliness:** Sufficient bins should be availed by the Health Services and Waste Management Department. Additional mobile ablution facilities (20x) are planned to be rented and placed at the beach area.

5. **DISCUSSION**

The beach will be subdivided into smaller areas where families can picnic and watch the sunset and the fireworks display. The fireworks display will last only 10 minutes. Once the fireworks display is concluded, the crowd must vacate the area by 01H00 am on 1 January 2026.

Illustration Map of the proposed set up for the event.



5.1 Budget and Funding of the event

The total estimated cost for the event is approximately, **N\$ 300 000.00**. Tabled below is the cost estimate for the expenses to be occurred for the event:

Activity / Product	Total Cost
<i>Fireworks and stage effects</i>	<i>N\$ 85 000.00 (VAT Exclusive)</i>
<i>Mobile toilets x 20</i>	<i>N\$ 22 560.80 (VAT Inclusive)</i>
<i>Stage, Sound, Lights, DJs</i>	<i>N\$ 119 494.55 (VAT Inclusive)</i>
<i>Miscellaneous</i>	<i>N\$ 50 000.00</i>

Upon approval of the event, the organizing team will be requesting for sponsorship and partnership from the business community of Swakopmund that can help with the funding of the event. Messrs Erongo RED should be approached to sponsor electricity and temporary light poles at the venue.

Council's standard conditions should apply

5.2 Fireworks display

Mr George Kühn, is a registered Pyrotechnician in Namibia. Presently the only person in Namibia authorized to dispose Maritime Safety Pyrotechnics of which the shelf life has

expired. He is also the owner of Messrs GEKU Security Services and Explosives Technician CC.

They are responsible for all public fireworks displays in the Republic of Namibia. In Windhoek, fireworks are fired from the roof of the Main Municipality building in Independence Avenue and at various stadiums and the Windhoek Show Grounds. This year they have done fireworks displays in Oshakati, Windhoek and Rehoboth. For the end of the year, they will be displaying fireworks at shows in Windhoek and Walvis Bay. The company also operates the following:

- *Firework Displays,*
- *Close Proximate Fireworks,*
- *Indoor Fireworks (Stage Pyrotechnics) and*
- *Special Effects in Movies.*

Mr G Kuhn in his Risk Assessment report (attached) emphasised the following;

- (i) - *the point at which the fireworks are to be discharged, which shall be at least 100 meters from the nearest building, road or railway, and at least 20 meters from the nearest telephone, telegraph or powerline, tree or other overhead obstruction.*

It is against this background that it is proposed that Messrs GEKU Security Services and Explosives Technician CC be appointed to operate the fireworks displays on 31 December 2025.

Messrs Corporate Event Gear cc is providing technical equipment to the conferencing and event industry. They use and trust only high-quality gear, which is accepted by all industry professionals. They are the only suppliers with such high-tech gear in the Erongo Region. It is therefore proposed that Messrs Corporate Event Gear cc be appointed to provide the staging, sound, visual and music for the event.

5.3 **Organizing Team:**

To organise such a big event a dynamic team of officials was selected to be, and the following officials should be appointed as the main organisers:

<i>Manager: Corporate Services</i>	-	<i>Mr A Plaatjie</i>
<i>Marketing & Communications Officers</i>	-	<i>Ms A Gebhardt</i>
	-	<i>Mr V Vihanga</i>
	-	<i>Ms R Kandanga</i>
<i>Sports & Recreational Officer</i>	-	<i>Mr B Oaseb</i>
<i>Public Relations Officers</i>	-	<i>Ms L Mupupa</i>
<i>Assistant Animal Control</i>	-	<i>Mr D Guruseb</i>

** Names of the members serving on this organizing team are subject to change according to availability and responsibilities during the progress of the event.*

Additional to the officials listed above, more officials will be required on the day of the event to help on the ground.

5.3.1 Functions of the organizing team

- *The organising team will be responsible for seeking sponsorship and partnership from local businesses and stakeholders for the event.*

- *The organizing team will be responsible for awareness campaign of the event, making sure the surrounding neighbourhoods, dog owners and the entire Swakopmund is aware of the event as the event will be using fireworks and explosives.*
- *The organizing team will be responsible for all logistics of the event.*
- *The officials serving on the Organising Committee should be paid overtime worked during the organising of the event.*

6. **Conclusion:**

Hosting a New Year's celebration in Swakopmund presents an excellent opportunity to enhance community spirit, support local businesses, and provide a safe and enjoyable celebration for residents. It is hereby proposed that should the event be successful, that it be hosted annually on **31 December**.

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

RECOMMENDED:

- (a) **That Council approves the hosting of the Swakopmund New Year's Celebration Countdown 2025 on 31 December 2025.**
- (b) **That the event be hosted at the Platz Am Meer Mall, as it is the ideal location to host the Swakopmund New Year's Celebration Countdown 2025.**
- (c) **That the event starts at 12H00 noon on 31 December 2025 and that the area be vacated by 01H00 am on 1 January 2026.**
- (d) **That the Marketing & Communications Section be responsible to inform all affected members of the community in the surrounding area.**
- (e) **That Council approves the use of fireworks (pyrotechnics) at the annual event only for about 10 minutes and that the rest of the town be strictly policed to prevent fireworks being used in residential areas.**
- (f) **That a suitably qualified professional be appointed to operate the fireworks displays on 31 December 2025.**
- (g) **That a suitably qualified service providers for technical equipment and entertainment be appointed for the event.**
- (h) **That the beach area be laid out to accommodate picnics with sufficient access and the area for fireworks be cordoned off.**
- (i) **That a total of 15x vendors be invited to apply for stands at a cost of N\$500.00 per application.**
- (j) **That sufficient bins and mobile ablution facilities be availed by the Health Services Department.**
- (k) **That the Municipal Traffic Division, Namibian Police, Special Reserve Force, Namibian Navy, securities companies and First Aid and Emergency Responders be invited to provide safety and security services at the event.**

- (l) That Erongo RED be approached to sponsor electricity and temporary light poles.
- (m) That the following officials be part of the Organizing team:
- | | |
|--|------------------------|
| Manager: Corporate Services | - Mr A Plaatjie |
| Marketing & Communications Officers | - Ms A Gebhardt |
| | - Mr V Vihanga |
| | - Ms R Kandanga |
| Sports & Recreational Officer | - Mr B Oaseb |
| Public Relations Officers | - Ms L Mupupa |
| Assistant Animal Control | - Mr D Guruseb |
- * Names of the members serving on this organizing team are subject to change according to availability and responsibilities during the progress of the event.*
- (n) That overtime be paid to the officials serving on the Organising Committee.
- (o) That the event be hosted annually on 31 December and that budgetary provision be made accordingly.
- (p) That the following standards be applicable:
- (vi) *That the area clean at all times.*
 - (vii) *That Council be indemnified against any claims that may arise from using the area.*
 - (viii) *That the area be restored to its original condition and to the satisfaction of the General Manager: Economic Development Services.*
 - (ix) *That the sound be restricted to the immediate surrounding area.*
 - (x) *That the area be vacated by 01H00 am on 1 January 2026 and no one be allowed to overnight.*
-



GEKU Security Services and Explosives Technician CC

For: Security, VIP Protection, Blasting, Firework Displays and Disposal of Marine Pyrotechnic Signal Devices

Reg. No CC/2004/0810
 VAT No. 3776042 015
 Import No. 3776042 016
 P. O. Box 2514, Walvis Bay, Namibia
 Tel. 0926464-205065 (H)
 218147 (W)
 206523 (Fax)
 Cell: 0811285491
 E-mail: george@geku.com.na

2025-04-15

Roswita Kandanga
 Municipality of Swakopmund
 P O Box 53
 SWAKOPMUND

Dear Roswita

RE: QUOTATION FOR FIREWORKS DISPLAY: WEDNESDAY 31 DECEMBER 2024 AT 24:00: SWAKOPMUND NEW YEAR'S BASH: PLATZ AM MEER: SWAKOPMUND

It is our privilege to submit our tender / quotation for abovementioned event.

GEKU is a proudly Namibian owned Company and is operating from Walvis Bay. Since its foundation in 2004 **GEKU** became the leading Pyrotechnic Company in Namibia.

At present **GEKU** is the ONLY registered Company to present firework displays in Namibia. Eenhana Town Council, Annual Ongwediva Trade Fair and the City of Windhoek are the only institutions who request tenders for firework displays. Since 2005, **GEKU** was the only Company to tender and eventually rewarded the tender. At one stage **GEKU** didn't attached the correct required documentation and its tender was not allowed. However, the successful tenderer contracted **GEKU** to do the firework display.

We have done Firework Displays at the following Big Events in Namibia:

- Ongwediva Trade Fair – For five years consecutive
- City of Windhoek New Year Eve Celebrations – For Fourteen years consecutive
- Gobabis Show – For three years
- Otjiwarongo Show – For three years
- Grootfontein Show and Gobabis Vleis Fees
- 15 Years Independence Celebrations
- 20 Years National Independence Celebrations
- 25 Years National Independence Celebrations
- 26 Years National Independence Celebrations
- Inauguration of Sam Nuyoma Stadium in Katutura
- Inauguration of New Lodge in Tsumeb
- TBN Year End Display - For two years
- Windhoek Show - for Six Years
- Rehoboth Show - For seven years
- Eenhana Trade Fair – For Eleven years
- CAF Women's Soccer Cup Opening and Closing Ceremonies

MTC Expo for Live

Every show is fired 100% **electronically** (a legal requirement in Namibia) with a computerized firing system by using a Digital Firing System (NightHawk, manufactured by Pyromate, USA), which is the flagship of the pyrotechnics industry. We only import the **Best Quality Products**.

When planning a firework display the following should always be kept in mind:

Firework displays are best appreciated if the firing is brisk without **blank** pauses.

It **IS NOT** the **duration** that counts, but how **spectacular** the display is. The show could be fired in either a few minutes (**an unforgettable experience**) or over 30 minutes (**a rather tedious and boring affair**).

If the display is meant to **Climax** the evening, it should last about 5 to 10 minutes. This would be sufficient to obtain maximum impact.

If the display is meant to be the **Main** event of the evening, then a minimum duration of 15 to 25 minutes should be considered. This would be sufficient to obtain maximum impact.

The following will be the responsibilities of **GEKU**:

- Application to present a Fireworks Display;
- Application for Import-, Export- and Transport permits;
- To handle all communication with the suppliers of fireworks;
- Purchase, Import, Storage and Transport of Fireworks from Warehouse to Site;
- Set up of Fireworks;
- Programming of the display;
- Removal of empty casings;
- Removal and Safe Disposal of all misfired items afterwards;
- To meet all Safety Requirements in terms of the Explosives Act;
- Notifying all relevant authorities like Fire Brigade;
- To submit a certificate that the area was cleaned to the office of the Head of Division, Explosives Control Division, Namibian Police.

The following will be the client's responsibilities:

- Notify all residents in the surrounding area;
- Communicate with the SPCA when and where necessary;
- **Request for the closure of roads adjacent to the firework display.**
- It might be a requirement that two Fire Engines be on standby on the site where the event is going to be held. **The cost of that will be for your account.**
- Provide a bin in which all rubbish and empty firework casings can be dumped.
- **Cleaning of area from all debris.**

The costs will be as follow:

FIREWORKS AND STAGE EFFECTS

Seven (7) to Nine (9) Minutes Fireworks Display

N\$ 85 000 + 15% VAT.

Firework imports occurs between Sept and November each year. The price above is calculated on the last prices we received from our Suppliers in South Africa. No-one want to speculate

about price increases this year because they don't know what the influences of the new "Trade Wars" are going to be on current firework prices, which mostly originates from China. Should there be any price increases, we reserve the right to update this quote.

These prices include travelling and accommodation.

PLEASE NOTE:

GEKU CAN present a firework display according to a specific budget. Most of our clients give us their budget and we prepare a display for that amount.

Payment:

We have to pay in advance when we order the fireworks. Therefore, we shall require a **65% deposit** once we order the fireworks from South Africa. The balance is payable on the day of the show, **five (5) hours prior** to the show itself.

PLEASE NOTE

In the rare event that a show is cancelled because of weather conditions, we shall refund an amount equal to the deposit less all costs incurred for accommodation, transport, technician fees, administration fees and dedicated items.

If the show is cancelled or postponed seven days or more before the event, the deposit will not be refunded.

If the show is cancelled within seven days before the show, the full amount will be payable.

Planning and Programming requires a lot of time. Once it has been done, the product can be ordered and imported. After we have received product, we can start to assemble the display itself. Under normal circumstances, **GEKU** will need about **6 weeks** to do the abovementioned. We shall need two (2) days to do the terrain setup for the show.

Cleaning:

The area has to be cleaned of all debris. This cleaning must be done to the satisfaction of all relevant Authorities. After cleaning, **GEKU** must submit a **certificate** to the office of the Head of Division, Explosives Control Division, Namibian Police. A cleaning operation like this can take up to 5 hours to complete. It will be the responsibility of the Client to provide cleaners for that purpose.

Safety aspects

It might be a requirement that a Fire Engine be on standby on the site where the event is going to be held. **The cost of that will be for your account.**

No fireworks will be fired during a **rainstorm** or **wind** with a velocity of more than 30 kilometres per hour.

We hope that you will find this in order. Should more information be required, please don't hesitate to contact us.

Yours faithfully



G P Kühn

We can do good and quick, but it won't be cheap.

We can do good and cheap, but it won't be quick.

We don't do cheap and quick, because then it wouldn't be good (and that's not our style!).

Alfred Ndiweteko

From: Aili Gebhardt
Sent: Wednesday, 16 October 2024 08:28
To: Alfred Ndiweteko
Subject: FW: Request for risk assessment report and photos of fireworks

Aili Gebhardt | Corporate Officer: Marketing and Communication | Corporate Services & Human Capital | +264 64 410 4218

From: George Kühn <george@geku.com.na>
Sent: Thursday, 10 October 2024 05:03 PM
To: Aili Gebhardt <agebhardt@swkmun.com.na>
Cc: Veimuna Vihanga <Vihanga@swkmun.com.na>; Bonny Oaseb <eoaseb@swkmun.com.na>; Roswita Kandanga <rkandanga@swkmun.com.na>
Subject: RE: Request for risk assessment report and photos of fireworks

Dear Mr. Gebhardt and Other,

We want to apologize for the delay in responding to your earlier email.

Regulation 10.34 stipulates that It shall be unlawful for any person to use or explode fireworks in any place in a local authority area, **except for the purpose of a public display operated in accordance with regulations 10.35.1, 10.35.2, 10.36 and 10.37.**

Regulation 10.35 stipulates as follow:

10.35.1 - No person shall operate a public display of fireworks on any premises without the written permission of the Chief Inspector of Explosives.

10.35.2 - Such permission shall stipulate the conditions to be complied with and noncompliance with any of these conditions shall constitute an offence under this regulation.

1

Regulation 10.36 stipulates that the application for permission to operate a public display of fireworks shall be made in writing and shall set forth -

- (a) - the name of the person or organization sponsoring the display together with the names of the persons actually in charge of the firing of the display who shall be at least 18 years of age and competent for the work;
- (b) - the date and time of day at which the display is to be held;
- (c) - the exact location planned for the display;
- (d) - a description setting forth the age and qualifications of the persons who are to do the actual discharging of the fireworks;
- (e) - the numbers and kinds of fireworks to be discharged and the value of the display;
- (f) - the manner and place of storage of such fireworks prior to the display; and
- (g) - a diagram of the grounds on which the display is to be held showing –
 - (i) - the point at which the fireworks are to be discharged, which **shall be at least 100 meters from the nearest building, road or railway, and at least 20 meters from the nearest telephone, telegraph or powerline, tree or other overhead obstruction;**
 - (ii) - the direction in which aerial fireworks, if any, are to be fired;
 - (iii) - the area to be kept clear of persons which **shall extend at least 50 meters from the front and to the sides of the point** at which the fireworks are to be discharged;
 - (iv) - the area to be kept clear on which falling residue from aerial fireworks is expected to drop, which **shall extend for at least 150 meters to the rear of the firing point;** and

2

(v) - the location of all buildings and roads within 200 meters of the firing site and of all trees, telegraph or telephone lines or other overhead obstructions at or adjacent to the firing site.

Regulation 10.37 stipulates that at a public display of fireworks it shall be an offence -

- (a) - for any person willfully to enter on or remain in that area reserved for receiving falling residue from aerial fireworks; and
- (b) - for any unauthorized person willfully to proceed beyond the area demarcated by the organizers of the display for spectators.

We are responsible for all public fireworks displays in the Republic of Namibia. In Windhoek we are firing from the roof of the Main Municipality building in Independence Avenue. Various stadiums and the Windhoek Show Grounds. This year we have done fireworks displays in Oshakati, Windhoek and Rehoboth. For the end of the year, there will be shows in Windhoek and Walvis Bay.

Locations:

Oshakati – UNAM Stadium
 Ongwediva – Trade Fair Grounds.
 Eenhana – Trade Fair Grounds
 Tsumeb – Various Stadiums
 Grootfontein – Show Grounds
 Otjiwarongo – Show Grounds
 Gobabis = Show Grounds and Hengari Stadium
 Mariental – Show Grounds
 Swakopmund – Nonidas and the Jetty
 Walvis Bay – School Stadiums, Kuisebmond Stadium, Naval Base, Independence Beach and Tunacor Fisheries Limited.

3

The risk assessment must be done by the Client. The biggest risk will be the sound. Fireworks are loud (between 100 to 175 Decibels). Another challenge will be to keep the fireworks dry at your location. Fireworks do not like water or moisture.

The purchasing and importation of suitable fireworks for a live display of fireworks will be done in accordance to the Explosives Regulations (GN. R. 1604 of 8 September 1972) compiled in terms of Section 30(1) of the Explosives Amendment Act, 1986 (Act 16 of 1986).

As we don't know what is available at our suppliers at this stage, we are unable to send photos at this stage.

We plan to use 3" shells, multi shot boxes (cakes) and special effects (Close Proximity Fireworks).

We hope that you find this in order.

Kind Regards

George Kühn

GEKU Security Services and Explosives Technician CC

Security Consultant for Tunacor Group Limited
 P. O. Box 2514 – 139 Peter Mueshihange Street - **WALVIS BAY** - NAMIBIA or
 P. O. Box 438 - 57 Humpata Street - **GOBABIS** - NAMIBIA
 Direct Tel: +26464 218147
 Fax : +26464 206523 or +26462 565065
 Mobile : **+264 81 1285491**
 E-Mail : george@geku.com.na or geku@iway.na or georgek@tunacor.com.na

From: Aili Gebhardt <agebhardt@swkmun.com.na>

Sent: Wednesday, October 2, 2024 12:06 PM

To: George Kühn <george@geku.com.na>

Cc: Veimuna Vihanga <VVihanga@swkmun.com.na>; Bonny Oaseb <eoaseb@swkmun.com.na>; Roswita Kandanga <rkandanga@swkmun.com.na>

Subject: Request for risk assessment report and photos of fireworks

4

Good day Mr Kühn

We submitted the proposal to host the new year's bash at the Platz-a-Meer mall on 31 December 2024. Council expressed concern about the risk that might be opposed to the houses or buildings.

Kindly provide us with the Risk Assessment report so that we submit it. Also send us the list of towns (and locations, where possible).

Please also share pictures and names for the different fireworks that will be used, so that we support the proposal.

Thank you.

Kind regards,

WESTCOAST TOILET HIRE



ITS MORE THAN JUST TOILETS..

QUOTE

NUMBER: QUO0001966
 REFERENCE: DAY RENTAL: 31
 DECEMBER 2024
 DATE: 03/09/2024
 DUE DATE: 30/09/2024
 SALES REP: LIANE OOSTHUIZEN
 OVERALL DISCOUNT %: 0.00%
 PAGE: 1/2

FROM WESTCOAST TOILET HIRE CC

VAT NO: 6773310-01-5

POSTAL ADDRESS:

P.O.Box 8376
 Swakopmund
 Namibia

PHYSICAL ADDRESS:

6 MC Hugh Street
 Industrial Area
 Swakopmund

13001

TO MUNICIPALITY OF SWAKOPMUND

CUSTOMER VAT NO:

POSTAL ADDRESS:

P.O.Box 53
 Swakopmund
 Namibia

PHYSICAL ADDRESS:

Northern Beach area
 near Platz Am Meer Mall
 Swakopmund, Namibia
 Aili Gebhardt // 081 143 8763
 agebhardt@swkmun.com.na

Subject to availability and receipt
 of Purchase Order

Description	Quantity	Excl. Price	Disc %	VAT %	Excl. Total	Incl. Total
BEF01 - Rental Buffalo Executive Flush Toilet Unit <i>Subject to availability and receipt of Purchase Order Rental for 20 x Executive Toilets 31.12.2024 Executive Toilet unit includes the following: Foot pump flushable toilet with internal hand wash basin soap dispenser & hand soap</i>	20	N\$375.00	0.00%	15.00%	N\$7,500.00	N\$8,625.00
Service Charges - Service Charges <i>3 x services per unit x 20 toilet units Services includes: 2 x toilet paper roll, clean water refill for toilet & hand wash basin, deep disinfection cleaning & refill of hand soap. Should you require additional services, will additional charges be applicable at NAD 178.70 (excl. VAT) per service</i>	60	N\$174.54	0.00%	15.00%	N\$10,472.40	N\$12,043.26
UR3 - 2 x 3 Standing urinal <i>Rental Fee - 31.12.2024 2 x 3 Standing urinal - 6 men can use the urinals at once Including: Set up of the camp 1 x External Hand wash basin</i>	1	N\$500.00	0.00%	15.00%	N\$500.00	N\$575.00
Service Charges - Service Charges <i>3 x services per unit x 2 urinals</i>	6	N\$100.00	25.00%	15.00%	N\$450.00	N\$517.50
Delivery and Collection - Delivery and Collection <i>Once off fee Delivery: 31.12.2024</i>	2	N\$400.00	0.00%	0.00%	N\$800.00	N\$800.00

Nedbank Namibia LTD
 Current Account
 Account Number: 11990236528
 Branch Code:461072 WalvisBay Branch
 wth@lmonamibia.com
 *Terms and Conditions apply
 Quotation accepted: Please sign, 50% Deposit with booking confirmation and then last 50% before delivery payable.

Total Discount: **N\$0.00**
 Total Exclusive: **N\$19,722.40**
 Total VAT: **N\$2,838.36**
 Sub Total: **N\$22,560.76**
 Total Rounding: **N\$0.04**
 Grand Total: **N\$22,560.80**

Date: Name: Sign:

BALANCE DUE
N\$22,560.80

WESTCOAST TOILET HIRE



ITS MORE THAN JUST TOILETS..

QUOTE

NUMBER: QUO0001966
 REFERENCE: DAY RENTAL: 31
 DECEMBER 2024
 DATE: 03/09/2024
 DUE DATE: 30/09/2024
 SALES REP: LIANE OOSTHUIZEN
 OVERALL DISCOUNT %: 0.00%
 PAGE: 2/2

FROM

WESTCOAST TOILET HIRE CC

VAT NO: 6773310-01-5

POSTAL ADDRESS:

P.O.Box 8376
 Swakopmund
 Namibia

PHYSICAL ADDRESS:

6 MC Hugh Street
 Industrial Area
 Swakopmund

13001

TO

MUNICIPALITY OF SWAKOPMUND

CUSTOMER VAT NO:

POSTAL ADDRESS:

P.O.Box 53
 Swakopmund
 Namibia

PHYSICAL ADDRESS:

Northern Beach area
 near Platz Am Meer Mall
 Swakopmund, Namibia
 Aili Gebhardt // 081 143 8763
 agebhardt@swkmun.com.na

Subject to availability and receipt
 of Purchase Order

Description	Quantity	Excl. Price	Disc %	VAT %	Excl. Total	Incl. Total
-------------	----------	-------------	--------	-------	-------------	-------------

Collection: 01.01.2025

Nedbank Namibia LTD
 Current Account
 Account Number: 11990236528
 Branch Code:461072 WalvisBay Branch
 wth@lmonamibia.com

*Terms and Conditions apply
 Quotation accepted: Please sign, 50% Deposit with booking confirmation and then last
 50% before delivery payable.

Date: Name: Sign:

Total Discount: **N\$0.00**
 Total Exclusive: **N\$19,722.40**
 Total VAT: **N\$2,838.36**
 Sub Total: **N\$22,560.76**
 Total Rounding: **N\$0.04**
 Grand Total: **N\$22,560.80**

BALANCE DUE
N\$22,560.80

QUOTE

NUMBER: QUO0003715
 REFERENCE: NYE EVENT @ NORTH
 BEACH 31 DECEMBER
 2025
 DATE: 06/05/2025
 DUE DATE: 31/12/2025
 SALES REP:
 OVERALL DISCOUNT %: 15.00%
 PAGE: 1/3

**FROM
VISIONS CORPORATE EVENT GEAR CC**

VAT NO: 6979787-01-5

POSTAL ADDRESS:
 P.O. Box 6311
 Vineta

Swakopmund

Namibia
 13002

PHYSICAL ADDRESS:
 Marvin Park Unit 7
 Einstein Street; Industrial Area

Swakopmund; Namibia

Cell:+264-81 2939068 (Alex); +
 264-81 1598850 (office)
 Mail: info@eventgear.cc

**TO
MUNICIPALITY OF SWAKOPMUND**

CUSTOMER VAT NO:

POSTAL ADDRESS:
 cnr Rakotoka Street & Daniel
 Kamho Avenue

Swakopmund, Namibia
 13000

PHYSICAL ADDRESS:

NYE Event @ North beach 31
 December 2025
 close to Platz am Meer Mall

Description	Quantity	Excl. Price	Disc %	VAT %	Excl. Total	Incl. Total
Truss 03 - OV30 Truss Roof 8mx 6m Truss Roof grid incl Shade netting above stage	1.00	N\$12,750.00	0.00%	15.00%	N\$12,750.00	N\$14,662.50
Truss 09 - Prolite Stage Deck	12.00	N\$375.00	0.00%	15.00%	N\$4,500.00	N\$5,175.00
Truss 12 - Stage feet 900mm	36.00	N\$15.00	0.00%	15.00%	N\$540.00	N\$621.00
Truss 13 - Skirting and Steps	2.00	N\$350.00	0.00%	15.00%	N\$700.00	N\$805.00
Sound 66 - JBL SRX 906 powered Speaker	12.00	N\$1,650.00	0.00%	15.00%	N\$19,800.00	N\$22,770.00
Sound 67 - JBL SRX 918 Powered Speaker	6.00	N\$2,275.00	0.00%	15.00%	N\$13,650.00	N\$15,697.50
Sound 40 - Soundcraft SI Expression 1	1.00	N\$1,350.00	0.00%	15.00%	N\$1,350.00	N\$1,552.50
Sound 31 - Soundcraft Mini StageBox 16i	1.00	N\$800.00	0.00%	15.00%	N\$800.00	N\$920.00
Sound 48 - Shure SLX-D Receiver	4.00	N\$325.00	0.00%	15.00%	N\$1,300.00	N\$1,495.00
Sound 49 - Shure SLX-D Sender SM58	4.00	N\$225.00	0.00%	15.00%	N\$900.00	N\$1,035.00
Sound 22 - JBL EON 615 M monitor for DJ's	4.00	N\$655.00	0.00%	15.00%	N\$2,620.00	N\$3,013.00
CON 02 - Pioneer CDJ 900	2.00	N\$2,250.00	0.00%	15.00%	N\$4,500.00	N\$5,175.00

Bank: FNB Namibia
 Acc: 62255578315
 Branch Code: 280-472
 Branch: Swakopmund
 Swift Code (BIC): FIRNNANX

Total Discount: N\$18,336.75
 Total Exclusive: N\$103,908.25
 Total VAT: N\$15,586.30
 Sub Total: N\$119,494.55

Grand Total: N\$119,494.55

BALANCE DUE
N\$119,494.55

QUOTE

NUMBER: QUO0003715
 REFERENCE: NYE EVENT @ NORTH
 BEACH 31 DECEMBER
 2025
 DATE: 06/05/2025
 DUE DATE: 31/12/2025
 SALES REP:
 OVERALL DISCOUNT %: 15.00%
 PAGE: 2/3



FROM
VISIONS CORPORATE EVENT GEAR CC

VAT NO: 6979787-01-5

POSTAL ADDRESS:
 P.O. Box 6311
 Vineta

Swakopmund

Namibia
 13002

PHYSICAL ADDRESS:
 Marvin Park Unit 7
 Einstein Street; Industrial Area

Swakopmund; Namibia

Cell:+264-81 2939068 (Alex); +
 264-81 1598850 (office)
 Mail: info@eventgear.cc

TO
MUNICIPALITY OF SWAKOPMUND

CUSTOMER VAT NO:

POSTAL ADDRESS:
 cnr Rakotoka Street & Daniel
 Kamho Avenue

Swakopmund, Namibia
 13000

PHYSICAL ADDRESS:

NYE Event @ North beach 31
 December 2025
 close to Platz am Meer Mall

Description	Quantity	Excl. Price	Disc %	VAT %	Excl. Total	Incl. Total
CON 03 - Pioneer DJM 800	1.00	N\$1,850.00	0.00%	15.00%	N\$1,850.00	N\$2,127.50
Light04 - CFC Wash Light LED	12.00	N\$325.00	0.00%	15.00%	N\$3,900.00	N\$4,485.00
Light37 - CFC MH LED 740A RGBW	6.00	N\$625.00	0.00%	15.00%	N\$3,750.00	N\$4,312.50
Light13 - CFC Atomic Strobe LED 1000W	2.00	N\$655.00	0.00%	15.00%	N\$1,310.00	N\$1,506.50
Light25 - Moving Head Martin Mac250 Wash or Beam	8.00	N\$550.00	0.00%	15.00%	N\$4,400.00	N\$5,060.00
Light06 - Lumenradio Transmitter Tx	2.00	N\$300.00	0.00%	15.00%	N\$600.00	N\$690.00
Light05 - Lumenradio Receiver RX	6.00	N\$100.00	0.00%	15.00%	N\$600.00	N\$690.00
Light27 - SkySearcher Lights set of 2	2.00	N\$6,950.00	0.00%	15.00%	N\$13,900.00	N\$15,985.00
Light32 - CFC FT300 COB Fresnel	6.00	N\$350.00	0.00%	15.00%	N\$2,100.00	N\$2,415.00
Light33 - Cameo Steam Wizard Smoke	2.00	N\$1,000.00	0.00%	15.00%	N\$2,000.00	N\$2,300.00
AV24 - Optoma ZH520	2.00	N\$1,475.00	0.00%	15.00%	N\$2,950.00	N\$3,392.50
AV47 - 4m rear projection screen	1.00	N\$2,250.00	0.00%	15.00%	N\$2,250.00	N\$2,587.50

Bank: FNB Namibia
 Acc: 62255578315
 Branch Code: 280-472
 Branch: Swakopmund
 Swift Code (BIC): FIRNNANX

Total Discount: N\$18,336.75
 Total Exclusive: N\$103,908.25
 Total VAT: N\$15,586.30
 Sub Total: N\$119,494.55

Grand Total: N\$119,494.55

BALANCE DUE

N\$119,494.55

QUOTE

NUMBER: QUO0003715
 REFERENCE: NYE EVENT @ NORTH
 BEACH 31 DECEMBER
 2025
 DATE: 06/05/2025
 DUE DATE: 31/12/2025
 SALES REP:
 OVERALL DISCOUNT %: 15.00%
 PAGE: 3/3



FROM
VISIONS CORPORATE EVENT GEAR CC

VAT NO: 6979787-01-5

POSTAL ADDRESS:
 P.O. Box 6311
 Vineta

Swakopmund

Namibia
 13002

PHYSICAL ADDRESS:
 Marvin Park Unit 7
 Einstein Street; Industrial Area

Swakopmund; Namibia

Cell:+264-81 2939068 (Alex); +
 264-81 1598850 (office)
 Mail: info@eventgear.cc

TO
MUNICIPALITY OF SWAKOPMUND

CUSTOMER VAT NO:

POSTAL ADDRESS:
 cnr Rakotoka Street & Daniel
 Kamho Avenue

Swakopmund, Namibia
 13000

PHYSICAL ADDRESS:

NYE Event @ North beach 31
 December 2025
 close to Platz am Meer Mall

Description	Quantity	Excl. Price	Disc %	VAT %	Excl. Total	Incl. Total
Truss 25 - OV30 Circular truss 1/8 Dia400	8.00	N\$675.00	0.00%	15.00%	N\$5,400.00	N\$6,210.00
POWERG01 - 3 Phase Generator Super Silent	1.00	N\$2,800.00	0.00%	15.00%	N\$2,800.00	N\$3,220.00
Power 10 - Generator Fuel	1.00	N\$600.00	0.00%	15.00%	N\$600.00	N\$690.00
Power 4 - 32A 6 way Power Distribution Board	1.00	N\$350.00	0.00%	15.00%	N\$350.00	N\$402.50
Power 07 - 32A (3ph) - 16A (single ph) breakout box	1.00	N\$325.00	0.00%	15.00%	N\$325.00	N\$373.75
Power 5 - Power Cabling Flatrate	1.00	N\$3,000.00	0.00%	15.00%	N\$3,000.00	N\$3,450.00
SETUP - Setup and Dismantelling Crew	10.00	N\$325.00	0.00%	15.00%	N\$3,250.00	N\$3,737.50
SOUND ENGINEER - Sound Engineer	1.00	N\$1,750.00	0.00%	15.00%	N\$1,750.00	N\$2,012.50
LIGHT ENGINEER - Light / AV Engineer	1.00	N\$1,750.00	0.00%	15.00%	N\$1,750.00	N\$2,012.50

Bank: FNB Namibia
 Acc: 62255578315
 Branch Code: 280-472
 Branch: Swakopmund
 Swift Code (BIC): FIRNNANX

Total Discount: **N\$18,336.75**
 Total Exclusive: **N\$103,908.25**
 Total VAT: **N\$15,586.30**
 Sub Total: **N\$119,494.55**

Grand Total: **N\$119,494.55**

BALANCE DUE
N\$119,494.55

11.1.12 **USE OR EXPLODING OF FIREWORKS IN SWAKOPMUND**
(C/M 2001/11/29 – N 3)

RESOLVED:

- (a) That Council Resolution 10.1 (a), dated 29 July 1999, be repealed.
 - (b) That Council places a ban on the exploding of any fireworks in the Local Authority Area of Swakopmund, except in cases where written approval has been obtained from Council in line with the amended Explosives Act, Act no 26 of 1956, Regulation 10.34 (d).
 - (c) That a notice with a layout plan of Swakopmund depicting the designated areas as described in Council Resolution 10.1. (b) of 29 July 1999, be placed in the newspapers to inform the public accordingly.
-

Ordinary Management Committee Meeting of 17 June 2025, Addendum **7.8** page **112** refers.

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

1. Introduction

The Ongwediva Annual Trade Fair (OATF) is Namibia's premier multi-sectoral trade and exhibition platform. It is hosted annually in the northern town of Ongwediva in the Oshana Region. The first OATF was inaugurated in the year 2000 by the Founding President of the Republic of Namibia, His Excellency, Dr. Sam Nujoma. This year, it will be hosted from **22 -30 August 2025** at the Ongwediva Trade Fair Centre.

2. Background

Since its inception, OATF has evolved into a premier business, marketing, and networking platform, offering limitless opportunities. The event attracts a diverse range of participants from various sectors, both nationally and internationally, establishing itself as a significant fixture in the trade fair landscape.

In 2022, the OATF showcased its growing popularity by attracting 368 exhibitors and drawing in 90,000 visitors. This upward trend continued in 2023 with 418 exhibitors, including international participants from countries such as Japan, China, Ghana, Kenya, Tanzania, and Indonesia. This international presence underscores the fair's global reach and influence.

The OATF's growth over the past two decades has been remarkable. Visitor numbers have more than doubled, reflecting the increasing appeal and importance of the event. The fair continues to attract numerous exhibitors who highlight trade and investment opportunities within Namibia and across the African continent.

3. Aim of the Ongwediva Annual Trade Fair

OATF as an exhibition platform which facilitates networking and investment opportunities. The fair connects trade actors (B2B, B2C, and B2G) accelerating exhibitors to reach not only in Namibian markets but beyond.

Purpose and Scope:

The OATF aims to promote trade and facilitate business interaction between various role players, both locally and internationally. This year they aim to attract an even larger audience.

Key Features:

Embracing Sustainability: The 14th edition of the OATF focuses on embracing a sustainable economy and linking smart markets.

Estimated Exhibitor Count: this year organisers estimate a total of just under 500 exhibitors, representing an even wide range of industries.

Expected Visitor turnout: organisers expect visitor turnout of just over 120,000 visitors.

Experience and Exploration:

Visitors can explore Namibia's agricultural, industrial, and commercial sectors, gaining insights into the local economy, delighting in various traditional cuisine, arts, and crafts.

i. Official Opening Ceremony - tbc

This will be the main highlight of the exposition whereby Guests and Exhibitors will be welcomed to the event by a high-profile guest. The official opening ceremony spotlights the Ongwediva Annual Trade Fair as an essential event contributing positively towards trade, investment, and tourism activities in Namibia.

4. Opportunities and Partnerships:

One of the key strengths of the OATF is its ability to bring together a diverse mix of emerging entrepreneurs, business leaders, and public sector representatives. This inclusive approach ensures a comprehensive representation of various economic sectors, enhancing the fair's relevance and impact.

The event provides an ideal environment for national, regional, and international business forums and exhibitions. Participants can explore and capitalize on the full potential of trade, business, and investment opportunities available in Namibia and beyond, fostering significant economic connections and collaborations.

The OATF creates opportunities for indigenous market entrepreneurs (not only from Ongwediva but also for the entire Namibia) to connect with foreign business personalities.

It serves as a platform to showcase products and services of small and medium enterprises (SMEs) and foster smart partnerships with established corporate entities and institutions.

5. Council's Participation in the Fair

Management Committee on 16 July 2024 resolved as follows:

- (a) *That Council approves participation in the Ongwediva Trade Fair, scheduled to take place from 23 - 31 August 2024 in Ongwediva.*
- (b) *That the General Manager: Finance avails funds for the lease of an 18m stall at the cost of N\$11,000.00.*
- (c) *That the following will be required:*
 - 1. *One exhibitor's pass - N\$180.00.*
 - 2. *One vehicle pass at N\$180.00.*
 - 3. *Two access pass booklets (14 pages) at N\$480.00 (N\$240.00 each).*
 - 4. *Total: N\$840.00*

(d) That permission is granted for the following Municipal officials to represent Council at the Opening Ceremony and throughout the duration of the Trade Fair:

1. Public Relations Officer, Office of the CEO- Linda Mupupa
2. Marketing & Communications Officer, CS & HC- Roswitha Kandanga
3. Investment and Tourism Officer, EDS - Oscar Homateni

(e) That the subsistence and travelling allowances for the officials totalling N\$67 200.00 be defrayed from the relevant departmental Conference and Expenses vote and that special leave be granted to the officials as from 21 August 2024 to 01 September 2024.

(f) That Council's minibus be availed to travel to and from Ongwediva.

Participation in this year's Ongwediva Annual Trade Fair (OATF) presents numerous opportunities for Council. Engaging in such a high-profile event can help in promoting Swakopmund as a tourism, sports, education, and investment hub.

Achievements for 2024 and Plans for 2025

The Swakopmund Municipality exhibited at the OATF for the first time in 2024 and was awarded **Best Stand Amongst All Local Authorities and Regional Councils**. This prestigious recognition was based on the overall conduct, engagement, and the professional setup of the stand.

Building on this success, **Council intends to procure services for the 2025 exhibition**, including the setup, decoration, and breakdown of the stand, as well as furniture and other exhibition essentials. This will ensure the stand maintains high standards while reducing the logistical burden on officials.

Public Relations and Communications Opportunities

One of the significant benefits of participating in the OATF is the opportunity to observe and learn from other organizations on how to enhance Public Relations (PR) and communications strategies. The fair brings together national and international exhibitors who are experts in promoting their brand and engaging with the public. By interacting with these organizations, Council can gain valuable insights into best practices for building effective communication channels, enhancing community outreach, and improving brand visibility.

Council representatives can explore innovative ways to communicate its projects, initiatives, and services, learning how others effectively engage their target audiences, both online and offline. Moreover, they can learn how to leverage PR tools and digital platforms to enhance public relations efforts, ensuring Swakopmund's activities and services reach a wider and more engaged audience.

Economic Development

Swakopmund can leverage the fair to showcase its economic potential and attract investors. The municipality can highlight key sectors such as tourism and hospitality, renewable energy, urban agriculture, manufacturing and industrialization, real estate, and property development, leading to new investments and partnerships that benefit local economic growth.

Networking and Partnerships

The OATF offers a unique platform for Council to connect with a diverse range of stakeholders, including internationals, industry leaders, and entrepreneurs. Networking at the fair can lead to partnerships that enhance Swakopmund's development projects and initiatives.

Promotion of Tourism:

As Swakopmund is renowned for its tourism, Council can use the fair to further promote Swakopmund as the Centre of Adventure and Namibia's premier tourist destination.

Showcasing Innovation and Initiatives:

Participation in the OATF allows Swakopmund to showcase its innovations and ongoing initiatives in areas like sustainable development, infrastructure improvement, and other Council lead projects.

Learning and Development:

By attending the OATF, Swakopmund's representatives can gain insights into best practices and successful strategies employed by other municipalities and organizations.

Regional Collaboration:

Engaging in the OATF can strengthen Swakopmund's ties with other regions and municipalities within Namibia and beyond.

Overall, participation in the Ongwediva Annual Trade Fair offers Swakopmund an opportunity to advance its economic, social, and developmental goals. It is with this background that it is proposed that the following municipal officials be granted permission to represent Council at the opening ceremony as well as the Ongwediva Trade Fair exposition:

- | | | |
|---|---|----------------------------|
| 1. <i>Public Relations Officer, Office of the CEO</i> | - | <i>Linda Mupupa</i> |
| 2. <i>Marketing & Communications Officer, CS & HC</i> | - | <i>Veimuna Vihanga</i> |
| 3. <i>Investment and Tourism Officer, EDS</i> | - | <i>Oscar Homateni</i> |
| 4. <i>Environmental Officer</i> | - | <i>Paulina Engelbrecht</i> |

The officials mentioned above will not only promote Swakopmund as a tourism and investment hub, but they will educate those in attendance on Council's past, current and future projects.

Officials are required to travel to and from Ongwediva to attend and exhibit at the Ongwediva Trade Fair, permission is therefore requested for officials to travel with the minibus as from **20 August 2025** and return on **31 August 2025**. This is to ensure setup for the exhibition is done before the starting date.

It is also requested that special leave be granted to the officials and subsistence and travelling allowances approved as tabled below:

SUMMARY OF EXPENDITURE					
Name	Overnight Allowance & Accommodation		Nr. Of Days & Nights	1x Lunch Tariff @N\$400.00	Total
<i>Ms. Linda Mupupa</i>	<i>N\$2 000.00</i>	<i>x</i>	<i>11</i>	<i>N\$400.00</i>	<i>N\$22 400.00</i>
<i>Mr. Veimuna Vihanga</i>	<i>N\$2 000.00</i>	<i>x</i>	<i>11</i>	<i>N\$400.00</i>	<i>N\$22 400.00</i>
<i>Mr. Oscar Homateni</i>	<i>N\$2 000.00</i>	<i>x</i>	<i>11</i>	<i>N\$400.00</i>	<i>N\$ 22 400.00</i>
<i>Ms. Paulina Engelbrecht</i>	<i>N\$2 000.00</i>	<i>x</i>	<i>11</i>	<i>N\$400.00</i>	<i>N\$ 22 400.00</i>

It is proposed that Council purchases two stands (square meter), i.e. stand numbers 7 and 8, which is reserved, at the cost of **N\$11,550.00** (quotation is attached as **Annexure C**).

Council must purchase 1 exhibitor's pass at the cost of N\$200.00, 1 Vehicle pass at the cost of N\$180.00 and 2x access pass booklet (14 pages) at the cost of N\$600.00. The total value is **N\$980.00**. The layout map for the stands was also provided (**Annexure A**) and stand numbers 39 and 40 was reserved for Council to exhibit. The exhibition will display brochures of Council's services such as the Library, Rest camp, Nursery, etc. Officials will also present investor incentives, project proposal guidelines, available industrial and business even as well as promote Swakopmund through the sales of branded clothing. The stand will also host games such as spin the wheel, pop a balloon and a puzzle will be played whereby promotional items, accommodation and activity vouchers can be won.

The stand should be set up on **21 August 2025** at an estimated cost of **N\$48 000.00 (Annexure D)** to be done by an external service provider sourced by Council, therefore the officials need to be released to travel to Ongwediva on 21 August 2025. The exhibition will start as from 08H00 until 20h00 for the corporate stands but the SMEs and food stalls will close at 22H00 everyday. The officials will work in shifts and overtime will be claimed for after hours. The officials will work on Saturdays and Sundays, **23- 24 August 2025/ 30 August 2025** and **Tuesday, 26 August** will be a public holiday, therefore overtime will be claimed for the hours worked.

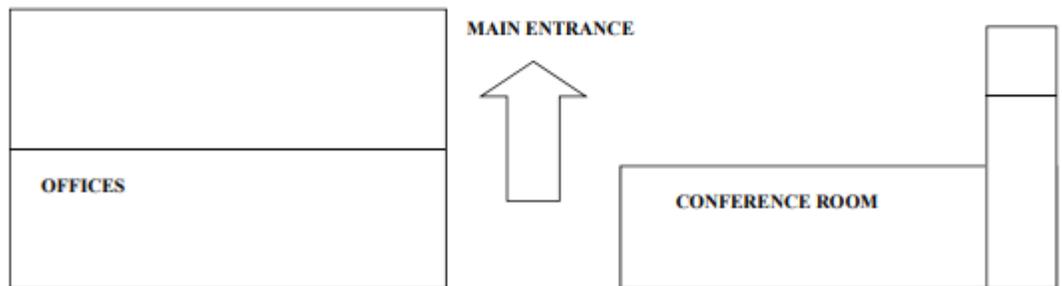
B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council approves participation in the Ongwediva Trade Fair, scheduled to take place from 22- 30 August 2025 in Ongwediva.
 - (b) That the General Manager: Finance avails funds for the lease of a 18m stall at the cost of N\$11,550.00.
 - (c) Additionally, the following will be required:
 - 1. One exhibitor's pass - N\$200.00.
 - 2. One vehicle pass at N\$180.00.
 - 3. Two access pass booklet (14 pages) at N\$600.00 (N\$300.00 each).
 - 4. Total: N\$980.00
 - (d) That permission be granted for the following Municipal officials to represent Council at the Opening Ceremony and throughout the duration of the Trade Fair:
 - 1. *Public Relations Officer* - *Linda Mupupa*
 - 2. *Marketing & Communications Officer* - *Veimuna Vihanga*
 - 3. *Investment and Tourism Officer* - *Oscar Homateni*
 - 4. *Environmental Officer* - *Paulina Engelbrecht*
 - (e) That the subsistence and travelling allowances for the officials totalling N\$89,600.00 be defrayed from the relevant departmental Conference and Expenses vote
 - (f) That special leave be granted to the officials as from 20 August 2025 to 31 August 2025.
 - (g) That Council's minibus be availed to travel to and from Ongwediva.
 - (h) That permission be granted for procurement of various promotional items such as water bottles, pens etc. for the event to the value of N\$15,000.00
 - (i) That permission be granted for procurement of professional exhibition stand set up, break down and design to the value of N\$48,000.00
 - (j) That staff claim overtime for hours worked over weekends and after hours.
 - (k) That Local Tourism Operators in Swakopmund be approached to sponsor prizes that can be won at the exhibitors stand by visitors.
 - (l) That the stand be decorated with balloons, arts and crafts and refreshment (water and peppermint sweets) to the value of N\$ 5,031.25. Expenses be defrayed from the Corporate Services Publicity Vote 150515533000 where N\$ 90,646.10 is available.
-
-

ANNEXURE A

82	81	80	79	78	77	76	75	EXIT	90	89	88	87	86	85	84	83
68	69	70	71	72	73	74			91	92	93	94	95	96		97
67	65	64	63	62	61	60			104	103	102	101	100	99		98
66																111
53	54	55	56	57	58	59			105	106	107	108	109	110		112
52	50	49	48	47	46	45			119	118	117	116	115	114		113
51																126
EXIT	39	40	41	42	43	44			120	121	122	123	124	125		EXIT
38																127
37	36	35	34	33	32	31			134	133	132	131	130	129		128
24	25	26	27	28	29	30			135	136	137	138	139	140		141
23																142
22	21	20	19	18	17	16			149	148	147	146	145	144		143
9	10	11	12	13	14	15			150	151	152	153	154	155		156
8	7	6	5	4	3	2	1		164	163	162	161	160	159	158	157



QUEEN HALL


www.oatf.com.na

Ref : OATF 2025
 Enquiry : Salome Shidute or Ruth Uusiku

27th March 2025

Municipality of Swakopmund
 PO Box 53
 Swakopmund

Attention: Linda Mupupa
 Email: lmupupa@swkmun.com.na

EXHIBITION SPACE OFFER- OATF 2025: DATE: 22nd - 30th AUGUST 2025

Dear Sir/Madam

Reference is made to the application for exhibition space at the Ongwediva Annual Trade Fair (OATF) 2025.

1. Stand offer

Kindly be informed that Stand 39,40 within Queen Hall, measuring 18m², has been allocated to your organisation as per the attached hall layout, and the quotation is attached for your reference. This allocation is subject to the following terms and conditions:

- a. Acceptance of this offer must be confirmed with full payment of the rental fee amounting to N\$11,550.00, no later than 30 June 2025. Failure to make payment by the stipulated deadline shall result in the automatic cancellation of the offer without prior notice.
- b. The official Exhibition Package—which includes the programme and entrance passes—will be available for collection between 14 and 21 August 2025. Exhibitors arriving outside of this period will be required to pay the applicable entrance fee in order to access the fairgrounds.
- c. Requests for additional services or items must be submitted by 02 August 2025. No extras will be issued without full payment.

DESCRIPTION	AMOUNT (N\$)
Exhibitor pass	200.00 (maximum 2 per stand)
Vehicle pass	180.00 (maximum 1 per stand)
Special Exhibitor pass	360.00
Special Vehicle pass	360.00
Access Pass Booklet – 15x paged	300.00 (each pass valid for one entry)
Rental of metal table for 9 days	100.00

+264 65 230191

Info@oatf.com.na

Ongwediva Trade Fair Centre,
 ONGWEDIVA

ANNEXURE C

 <p>Ongwediva Trade Fair Centre ERF: No. 6322, Main Road C46 Tel: +264 65 230191 Email: ongwedradefair@lway.na VAT Reg No.12057 199-015</p> <p>Ongwediva Trade Fair Society Private Bag 5549 Ongwediva Namibia 15006</p>	<p style="text-align: center;">Quotation</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Date</td> <td>28/03/2025</td> </tr> <tr> <td>Page</td> <td>1</td> </tr> <tr> <td>Document No</td> <td>QUA11526</td> </tr> <tr> <td colspan="2" style="height: 40px;"> </td> </tr> </table>	Date	28/03/2025	Page	1	Document No	QUA11526																		
Date	28/03/2025																								
Page	1																								
Document No	QUA11526																								
<p>Municipality of Swakopmund PO Box 53 Swakopmund Namibia</p>	<p>Deliver to</p>																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Account</th> <th style="width: 25%;">Your Reference</th> <th style="width: 15%;">Tax Exempt</th> <th style="width: 15%;">Tax Reference</th> <th style="width: 15%;">Sales Code</th> <th style="width: 15%;">Expiry</th> </tr> </thead> <tbody> <tr> <td>MUN004</td> <td>QH- 39,40</td> <td>N</td> <td></td> <td></td> <td>28/03/2025 Inclusive</td> </tr> </tbody> </table>		Account	Your Reference	Tax Exempt	Tax Reference	Sales Code	Expiry	MUN004	QH- 39,40	N			28/03/2025 Inclusive												
Account	Your Reference	Tax Exempt	Tax Reference	Sales Code	Expiry																				
MUN004	QH- 39,40	N			28/03/2025 Inclusive																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Code</th> <th style="width: 40%;">Description</th> <th style="width: 10%;">Quantity</th> <th style="width: 5%;">Unit</th> <th style="width: 10%;">Unit Price</th> <th style="width: 5%;">Disc%</th> <th style="width: 5%;">Tax</th> <th style="width: 15%;">Nett Price</th> </tr> </thead> <tbody> <tr> <td>1000001</td> <td>Queen Hall</td> <td></td> <td></td> <td></td> <td></td> <td>15.00%</td> <td>N\$11,550.00</td> </tr> <tr> <td colspan="8" style="height: 300px;"> </td> </tr> </tbody> </table>		Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price	1000001	Queen Hall					15.00%	N\$11,550.00								
Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price																		
1000001	Queen Hall					15.00%	N\$11,550.00																		

Payment may also be done directly into our bank account:
Ongwediva Trade Fair Society
Bank: First National Bank
Acc No. 62271976965
Branch Code: 281173, Oshakati

Please email the deposit slip to:
 ongwedradefair@lway.na

Sub Total	N\$10,043.48
Discount @ 0.00%	N\$0.00
Amount Excl Tax	N\$10,043.48
Tax	N\$1,506.52
Total	N\$11,550.00

ANNEXURE E



Municipality of Swakopmund
 Att: Veimuna Vihanga
 cnr Rakotoka str & Danie Kamho Avenue
 Swakopmund
 064 - 410 4218
 Vvihanga@swkmun.com.na

Date: 23-May-25
 Doc Nr: Q0424103-WT
 Sales Rep: Wilma Tromp

Quotation

ITEM	COST	QUANTITY	TOTAL Excl	VAT 15%	TOTAL INCL
1. <u>Helium Quality Latex Balloons</u> Code: Colour, Size: 50cm Description Red, White, Navy blue, Royal Blue & Yellow 					
Branding Options Print 1 colour - White & yellow printed in black, Red, Royal blue and navy blue printed in White	8.75	500	4 375.00	656.25	5 031.25
TRP Transport			-	-	-
TOTAL			4 375.00	656.25	5 031.25

Terms and Conditions

- A deposit is required from all non account holders when placing an order % to be communicated
- Branding as specified, please pay attention to that in the Item colom
- Quotation is valid for 14 days
- Availability of stock checked, shortages will be mentioned in Red in the Item colom
- To place the order, kindly sign the quotation or forward an official Purchase order
- Lead time is 2 weeks on average, calculated from artwork approval. Rush fee levy applicable for urgent orders.

Quotation accepted:

..... Expected Delivery date:

Signature _____ Date _____



15TH TKCMC (TRANS KALAHARI CORRIDOR MANAGEMENT COMMITTEE) JOINT LAW ENFORCEMENT OPERATION FROM 07-13 JULY 2025, GHANZI BOTSWANA
(C/M 2025/06/26 - 11/1/4/35)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **7.10** page **143** refers.

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

1. Introduction

An invitation letter dated **23 April 2025** was received from the Ministry of Works and Transport, Executive Director Mr. Titus Ndove to attend the 15th (TKCMC) Trans Kalahari Corridor Joint Law Enforcement Operation from **07-13 July 2025** in Botswana. **(Letter attached as Annexure "A")** The operation will form part of the activities to promote road safety in the SADC Region.

2. Background

The Trans Kalahari Corridor (TKC) is a triple trans-boundary Corridor Management Institution that was established with the political and economic vision to pursue or contribute towards deeper regional integration programs SADC, SACU, and NEPAD.

The Trans Kalahari Corridor is shared by three sister states namely Botswana, Namibia, and South Africa and these three states concluded the TKC MOU whereby they agreed to conduct at least one Joint Law Enforcement and Road Safety Intervention in each member state annually.

This Joint Law Enforcement Operation brings together law enforcement officers from the said countries where amongst other, they share challenges, best practice, and create mutual understanding among law enforcement officers along the Trans Kalahari Corridor.

The last operation took place in Rustenburg, South Africa, and this time it is Botswana's turn to host the event and since Swakopmund is located along the Trans Kalahari corridor it is a key stakeholder in this operation. The Joint Law Enforcement will be held in Ghanzi, Botswana in July 2025 this year.

The main objectives of the Joint Law Enforcement Operation amongst other things are as follows:

- *To promote compliance to legal framework on Trans Kalahari Corridor (TKC).*
- *To increase law enforcement visibility on the corridor.*
- *To promote safety and security along the corridor.*
- *To enforce law and regulations intended to improve traffic safety and those related to transport.*
- *To enforce laws related to transport, including weight limits and transportation of hazardous materials rules.*
- *Preservation of our road infrastructure, and to ensure that cross border clearance procedures are disseminated transnationally.*

3. Council resolved on 08 August 2019 under item **9.2** as follows:

That Council approves the appointments of Mr M Cloete and Mr T Shindume to serve as members of the Trans-Kalahari Corridor Management Committee (TKCMC) National Committee and that special leave be granted to the staff members to attend to their assigned duties when the need arises.

In view of the above, permission is requested from Council for Senior Traffic Official T Shindume and Manager: Emergency Law Enforcement Mr. Cloete to attend this important Joint Law Enforcement Operation in Ghanzi, Botswana from the **07-13 July 2025**.

4. Financial Implications

No	Staff Member	Traveling: Swk-Whk (N\$)	Travelling: Whk- Jwaneng Botswana	Lunch Tariff(N\$)	Overnight Allowance(N\$) SADC Countries	Accommodation Allowance(N\$) SADC Countries	Amount(N\$)
1	M Cloete	4000.00	Min of Works & Transport- None	400.00	8 days x 1000.00 = 8 000.00	8 days x 1000.00 = 8 000.00	20 400.00
2	T Shindume	None	None	400.00	8 days x 1000.00 = 8 000.00	8 days x 1000.00 = 8 000.00	16 400.00
TOTAL		4000.00	None	800.00	16 000.00	16 000.00	36 800.00

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

RECOMMENDED:

- (a) That Council grants permission to Senior Traffic Officer T. Shindume and the Manager: Emergency Law Enforcement, Mr. M Cloete to attend the 15th TKCMC Joint Law Enforcement Operation from 07-13 July 2025 in Ghanzi, Botswana.
- (b) That the cost of subsistence and travelling allowance be defrayed from the conference vote 3505 155 055 00 where N\$ 100 000.00 is available.

No	Staff Member	Traveling: Swk-Whk (N\$)	Travelling: Whk-Jwaneng Botswana	Lunch Tariff(N\$)	Overnight Allowance(N\$) SADC Countries	Accommodation Allowance(N\$) SADC Countries	Amount(N\$)
1	M Cloete	4000.00	Min of Works & Transport- None	400.00	8 days x 1000.00 = 8 000.00	8 days x 1000.00 = 8 000.00	20 400.00
2	T Shindume	None	None	400.00	8 days x 1000.00 = 8 000.00	8 days x 1000.00 = 8 000.00	16 400.00
TOTAL		4000.00	None	800.00	16 000.00	16 000.00	36 800.00

- (c) That special leave be granted to the two officials during this period to attend the 15th TKCMC operation in, Botswana.



REPUBLIC OF NAMIBIA

MINISTRY OF WORKS AND TRANSPORT

Tel: +264 (0)61 - 208 8111
 Fax: +264 (0)61 - 228 560
 Telex: (50908) 709
 Telegram: NAMTRANS

Private Bag 13341, Ausspannplatz
 6719 Bell Street, Snyman Circle
 Windhoek, NAMIBIA

Our Ref: T/15/4/4
 Enquiries: Alexia Katjuongua
 Tel. No: +264 61 2088151
 Email: Alexia.Katjuongua@mwt.gov.na or alexisackie@gmail.com

Your Ref:.....

To: Executive Directors : Ministry of Agriculture, Fisheries, Water and Land Reform
 Ministry of Environment and Tourism
 Ministry of International Relations and Trade
 Ministry of Health and Social Services
 Ministry of Home Affairs, Immigration, Safety and Security

Inspector General : Namibian Police Force

Executive Secretary : National Road Safety Council

Chairperson : Private Sector Road Safety Forum

Chief Executive Officers: Motor Vehicle Accident Fund
 Namibia Revenue Agency
 Roads Authority
 Road Fund Administration
 Walvis Bay Corridor Group
 City of Windhoek
 Municipality of Swakopmund
 Municipality of Walvis Bay

Dear Colleagues

RE: INVITATION TO THE 15TH TRANS KALAHARI CORRIDOR MANAGEMENT COMMITTEE (TKCMC) JOINT LAW ENFORCEMENT OPERATION (JLEO) FROM THE 07TH – 13TH JULY 2025, BOTSWANA

Reference is made to the above-mentioned subject.

In Pursuance of Article 2.2 and 4.2 of the TKCMC MOU, the TKCMC will be conducting its 15th Joint Law Enforcement Operation from the 07th to the 13th July 2025 at Ghanzi, Junction 44, Botswana.

"Effective and Efficient Delivery of Service"
 All official correspondence must be addressed to the Executive Director

The operation is aimed to;

- Promote compliance to legal framework on TKC
- Increase law enforcement visibility on the corridor
- Promote safety and security
- Enforce laws and regulations intended to improve traffic safety and those related to transport , and
- Enforce laws related to transport, including vehicle weight limits and transportation of hazardous materials rules

It is against this background that you are kindly requested as a key stakeholder to nominate official(s) to form part of the Namibian delegation to attend the said envisaged operation. Please confirm the name(s) of your official(s) who will be participating in the said operation to Ms. Alexia Katjuongua (TKCNC National Coordinator) via email: Alexia.Katjuongua@mwt.gov.na or tel. no +264 61 2088151 on or before 23rd May 2025 for logistical arrangement.

Accept, Colleague, the assurance of our highest consideration.

Yours sincerely



Titus Ndove
EXECUTIVE DIRECTOR





TKCS
TRANS KALAHARI
CORRIDOR SECRETARIAT

**14th JOINT LAW ENFORCEMENT OPERATION
(JLEO) REPORT**

18 – 24 August 2024
Rustenburg
South Africa



Contents

1. Executive Summary	3
2. Background	5
3. Stakeholder participants at the 14 th TKCMC JLEO.....	7
4. Information Session – Day 1	8
4.1 Opening and Welcoming.....	8
4.2 Opening Remarks	9
4.3 Overview of the 14 th TKCMC JLEO: TKCS Executive Director.....	10
4.4 Remarks by Member States	11
4.4.1 Botswana	11
4.4.2 Namibia	12
4.3 Tourism Safety Strategy	12
4.3.1 National Tourism Safety	13
4.3.2 Tourism Safety Memorandum of Understanding (MoU)	13
4.3.3 Joint Tourism Safety Awareness Programmes.....	13
4.3.4 Tourism Safety Programme	13
4.4.1 Requirement for Drivers of Transportation of Dangerous Goods by Road ..	14
4.4.2 Vehicle Requirements	14
4.5 Face Value Documents: Presentation and samples	15
4.6 TKCNC Country Reports.....	15
4.6.1 Botswana	15
4.6.2 Namibia.....	17
4.6.3 South Africa	18
4.7 NEPAD Business Foundation	20
4.8 Ndende Technologies	21
4.9 Wild Life: Handling on the TKC	21
5.0 Compliance on Environmental Health	22
5.1 The objectives of Environmental Health Services	23
5.2. Health Care Risk Waste Transportation	23
5.3 General Waste Transportation Truck or Vehicle.....	24
5.4. Food, Tobacco, and Chemical delivery/transportation vehicles	24
5.5. Human Remains Vehicle Transportation (HEARSE)	25
6.0 Smart Car presentation	25
7.0 Official Opening – 22 August 2024	26

7.1 Summary of TKCMC JLEO Successes	26
7.2 Messages of Support.....	27
7.2.1 Botswana	27
7.3 Keynote Address	27
7.4 Vote of thanks.....	28
8.0 Dangerous Goods Simulation	29
9.0 Road Safety Schools Debate.....	30
10.0 De-Briefing Session.....	31
10.1 Remarks by Overall Commander	31
10.2 Closing Remarks by the TKCS Executive Director.....	32
10.3 Remarks by Member States.....	32
11.0 Assessments and Recommendations from Member States	34
11.1 Law Enforcement.....	34
11.2 Parking Bay	34
11.3 Operation site	34
11.4 Data Capturing	35
11.5 Education.....	36
12.0 The 14th TKCMC JLEO Recommendations.....	36

1. Executive Summary

The 14th Trans Kalahari Corridor Management Committee (TKCMC) Joint Law Enforcement Operation (JLEO) was conducted on the week of 19 – 24 August 2024 in Rustenburg, South Africa. The weeklong event that was attended by thirty eight (38) stakeholders from the member states, started on the 19th of August 2024 with an Information Session consisting of various presentations that lasted until the 20th of August 2024. The official opening took place on Thursday, 22 August 2024 on the N4 in Rustenburg.

This operation was preceded by relay operations conducted by the member states through their National Committees. The aim of these operations was to promote road safety awareness amongst the corridor road users, improve the level of security on the corridor, reduce crashes and increase compliance. Fatalities and crashes along the corridor are mostly related to the following factors: Excessive speeding; passenger transport; overloading control; and transportation of dangerous goods. Some of these fatalities are as a result of stray animals and concerted efforts are in place to addressing roaming animals with the farmers along the corridor.

The 14th JLEO proved that inspite of law enforcement efforts and monitoring of the movements on the corridor, transportation of illegal substances and dangerous weapons including stolen vehicles remains a challenge.

A total of one thousand five hundred and sixty seven (1567) vehicles were stopped and inspected, and a total of one hundred and fifty-three (153) summonses were issued for various offences. A total of one hundred and thirty two (132) dangerous goods vehicles were stopped and inspected for compliance.

The operation did not only concentrate on “vehicle stop and search” but also interactions with motorists and commuters. Nine hundred and eighty-two (982) commuters were engaged by the Immigration officials where a total of one hundred and twenty seven (127) were charged for deportation while thirty four (34) employers were charged for employing undocumented foreign nationals.

Five hundred and three (503) vehicles were tested for roadworthiness through the Mobile Vehicle Testing Station (MVTs). A total of 45 vehicles were specifically tested for break system. Thirty three (33) vehicles (73%) failed the test and twelve (12) passed (27%).

Promotion of safe transportation, handling, storage and preparation of foodstuffs used in the food chain cycle is key to human consumption. A total of ninety three (93) trucks were charged for transporting food without presenting Certificates of Acceptance, and 185kg of cheese and meat was confiscated and destroyed.

The operation incorporated a number of key road safety activities which included road safety schools debate hosted by the Bojanala Platinum District Municipality where five (05) High School learners competed under the topic **“The enforcement of rail freight can reduce fatalities on South African roads”**.

A dedicated outreach programme targeting truck drivers was conducted at the Bapong Weighbridge where ninety nine (99) truck drivers were engaged and underwent wellness screening. A total number of one thousand four hundred and one (1401) road users were engaged.

The operation was concluded with a performance review (debriefing) session where Member States presented their assessments with recommendations in view to improve on all identified areas.

2. Background

The Trans Kalahari Corridor Management Committee (TKCMC) is a tripartite trans-boundary Corridor Management Institution (CMI) that was established with a political and economic vision to pursue or contribute towards deeper regional integration programs of the Southern African Development Community (SADC), the Southern African Customs Union (SACU), and New Partnership for Africa's Development Africa Union Development Agency – NEPAD (AUDA – NEPAD).

The Governments of Botswana, Namibia and South Africa through the Ministries responsible for transport concluded a Memorandum of Understanding on the Development and Management of the Trans Kalahari Corridor on the 3rd November 2003, in Walvis Bay – Namibia.

The Trans Kalahari Corridor is a road network spanning approximately 1900 kilometres across the territories of Botswana, Namibia and South Africa. It starts in the Gauteng Province in South Africa and continues through Lobatse and Kanye in Botswana, and terminates at the Port of Walvis Bay. The primary border of the TKC are Skilpadhek/Pioneer Gate and the Mamuno/ Trans Kalahari Borders whilst the Ramatlabama and Tlokweng/Kopfontein. Border Post are the secondary borders that feed into the corridor. Important to note is that Ramatlabama has become a very significant border due to the volumes proceeded by the border.

In pursuance to Articles 4.1 to 4.6 of the Trans Kalahari Corridor Management Committee (TKCMC) Memorandum of Understanding (MOU), the Member States agreed to harmonise road traffic laws, develop coordinated strategies for road law enforcement, transportation of dangerous goods as well as improve road safety through different interventions.

Furthermore, in pursuance of Article 2.2 and 4.2 of the TKCMC MoU the TKCMC Member States conducted the 13th TKCMC Joint Law Enforcement Operation (JLEO) in Swakopmund, Namibia. The JLEOs are conducted twice a year on rotational basis.

The main objectives of the JLEO are to:

- (i) Promote compliance with law enforcement along the TKC.
- (ii) Increase law enforcement visibility on the corridor.
- (iii) Promote safety and security.
- (iv) Enforce laws and regulations intended to improve traffic safety and those related to transport.
- (v) Enforce laws related to transport, including weight limits and hazardous materials rules.
- (vi) Identify areas of harmonization; and
- (vii) Joint training programmes

3. Stakeholder participants at the 14th TKCMC JLEO

The operation was attended by different stakeholders from the three Member States as per below table:

BOTSWANA	NAMIBIA	SOUTH AFRICA	ESWATINI
Ministry of Transport and Public Works	Ministry of Works and Transport	National Department of Transport	MVA Fund
Ministry of Trade and Industry	Ministry of Home Affairs, Immigration, Safety and Security	Cross Border Road Transport Agency	
Ministry of State President	National Road Safety Council	Road Traffic Management Corporation (RTMC)	
Ministry of Labour and Home Affairs	Roads Authority	North West Department of Community Safety and Transport Management (DCSTM)	
Department of Roads Infrastructure Development	Road Fund Administration	Department of Health (Environmental Health Services)	
Department of Road Transport Services	Motor Vehicle Accident Fund	Department of Home Affairs	
Department of Immigration	Municipality of Swakopmund	Gauteng Department of Community Safety (GDCCS)	
Botswana Police Service	Municipality of Walvis Bay	TKCNC Member (Private Sector)	
Botswana Unified Revenue Services	Namibian Investment Promotion Dev. Board	Rustenburg Local Municipality	
District Commissioner – Hukuntsi	Namibian Police	Kgetleng-rivier Local Municipality	
Botswana Railways		Bojanala Platinum District Municipality (BPDM)	
		Ramotshere Moilwa Local Municipality (RMLM)	
		South African Police Services (SAPS)	
		Ngaka Modiri Molema District Municipality	
		Department of Economic Development, Environment, Conservation and Tourism (DEDECT)	
		University of North West	

4. Information Session – Day 1

4.1 Opening and Welcoming

The 14th Trans-Kalahari Corridor Management Committee (TKCMC) Joint Law Enforcement Operation (JLEO) was formally launched at the Rustenburg Local Municipality Civic Centre.

The opening session was marked by an emphasis on the theme "United in Deepening Regional Integration and Growing Economies" which underscores the primary objectives of the JLEO. The theme further reflects a commitment to regional integration and highlights the corridor's role in fostering economic development across Southern Africa.

As the 14th TKCMC JLEO progressed, it was imperative that all participating member states maintain their focus on the shared goals of regional integration, economic growth, and sustainable development. The TKCMC should therefore prioritize the following:

- **Enhanced Collaboration:** Strengthening partnerships among member states to address shared challenges and leverage opportunities for economic growth.
- **Infrastructure Development:** Continuing efforts to enhance the infrastructure of the TKC, making it more efficient and secure for trade and transportation.
- **Monitoring and Evaluation:** Implementing robust mechanisms to assess the outcomes of the JLEO and inform future operations.

These strategic priorities will help ensure that the TKC remains a vital trade and economic corridor, contributing to the prosperity of the region and beyond.

4.2 Opening Remarks

The opening remarks delivered by Mr. Segodi Mogotsi on behalf of the Deputy Director-General (DDG): Integrated Transport Planning, Department of Transport, RSA shared light in the broader context of regional integration and economic development in Southern Africa.

The remarks also reflected on South Africa's recent national elections, which resulted in the formation of a Government of National Unity (GNU). The GNU's three core priorities—Inclusive Economic Growth and Job Creation, Maintaining and Optimizing the Social Wage, and fostering a Capable, Ethical, and Developmental State—were presented as being closely aligned with the goals of the TKCMC, particularly in fostering regional integration and economic cooperation within the Southern African Development Community (SADC).

South Africa's commitment to regional integration was underscored, particularly within the framework of the African Continental Free Trade Area (AfCFTA) and the African Union's Vision 2063.

The AfCFTA represents a significant step towards creating a unified market across Africa, and the Trans-Kalahari Corridor (TKC) plays a crucial role in facilitating trade and economic integration within this framework. The Member States' efforts in enhancing cross-border cooperation, improving infrastructure, and streamlining trade processes are vital for realizing the full potential of the AfCFTA.

4.3 Overview of the 14th TKCMC JLEO: TKCS Executive Director

Mr. Leslie Mlungisi Mpofu said the operation's theme reflects the overarching goals of the TKCMC which is to enhance regional integration, promote economic growth, and ensure the efficient management of the Trans-Kalahari Corridor. The TKC is a critical trade route that connects the interior of Southern Africa to major ports, facilitating the movement of goods and services across borders. Therefore the JLEO seeks to address key challenges such as border management, infrastructure development, and security, which are vital for optimizing the corridor's efficiency and making it a corridor of choice for regional commerce.

The operation highlighted the importance of political stability for the success of regional initiatives. A significant achievement highlighted during the operation was the signing of the Agreement and Memorandum of Understanding (MoU) on the One Stop Border Post between Mamuno and the Trans-Kalahari Border Post. This agreement represents a major advancement in improving border management along the corridor, reducing transit times, and enhancing the corridor's attractiveness for trade.

The event highlighted the potential of the TKC to stimulate economic activities and create employment opportunities. It also reinforced the importance of corridor development in line with Article 6.1, emphasizing the need for coordinated efforts to improve infrastructure and trade facilitation.

4.4 Remarks by Member States

4.4.1 Botswana

Botswana Co-Chair represented by the TKCNC National Chair Ms. Masego Gertz expressed gratitude to South Africa for hosting the 14TH JLEO. Botswana said that the JLEO could not have come at a better time, therefore delegates should take a moment to pause and reflect on the commitments made by our leaders when they signed the Memorandum of Understanding (MoU), in Walvis Bay in 2003.

During the commemoration of the 20 years of the existence of the TKC Memorandum of Understanding, the Ministerial Committee pledged and recommitted to the common vision to eradicate poverty and place their countries on a path of sustainable growth. However, despite two decades of efforts there still is a long way to go.

The JLEO resonates well with this year's theme "**United in Deepening Regional Intergration and Growing Economies**". Botswana and Namibia introduced the use of national identity cards as travel documents as an affirmation and commitment to the MoU. Similarly the Mamumo/Trans Kalahari border is operating 24hrs for seamless movement of goods and services. To that effect, Botswana and Namibia are working around the clock to actualize the Trans-Kalahari Railway (TKR) line. The same line will link South Africa through the Mmamabula-Lephalale rail project.

The heavy haul railway is expected to relief the volumes on the Trans-Kalahari Corridor, as well as facilitating trade in Africa and unlock international markets. To ensure safety along the corridor, the government of Botswana continues to fence some sections of the road as well as improve network coverage, among other things.

4.4.2 Namibia

TKCMC Chairperson, Dr. Cedric Limbo appreciated and congratulated the three Member States for their continued implementation of the MoU, specifically Articles 2.2 and 4.2. South Africa was commended for hosting the 14th JLEO, subsequently, the Secretariat were also appreciated for the good work in championing the program of the Trans Kalahari Corridor on behalf of Member States.

Delegates were informed that, although tariff barriers have been reduced considerably in the course of successive trade negotiations following the general agreement on tariffs and trade (GATT) and the world trade organization- rules, there is an increase in the relative importance of non-tariff measures both as an instrument of protection and as a means of regulatory trade.

Similar non-responsive and unnecessary regulatory processes and procedures and indeed security and safety measures have proven to be aggressive non-tariff barriers to trade especially in developing countries.

4.3 Tourism Safety Strategy

The Department of Economic Development, Environment, Conservation and Tourism (DEDECT) presented the Tourism Safety Strategy (TSS) as a response to the emerging safety challenges in the tourism sector. The strategy outlined five focus interventions described as follows:

4.3.1 National Tourism Safety

The Forum has the responsibility to co-ordinate and integrate safety responses and mechanisms for tourists in distress through the overall management of safety issues in a coordinated, collaborated, efficient and effective manner.

The North West Province Safety Strategy is aimed to avert a breeding ground for criminal activities with focus on proactive and responsive measures and aftercare initiatives. Security and Safety on the corridor remains the priority of the Department, and priority of the Provincial government as a whole. The corridor has had a fair share of criminality especially hi-jacking of vehicles and tourist attacks.

4.3.2 Tourism Safety Memorandum of Understanding (MoU)

There is an existing Memorandum of Understanding with the South African Police Service to enhance safety within the tourism sector and to contribute towards the country's economy both domestic and internationally. An interest was also raised to enter into an MoU with the TKCS to promote tourism initiatives along the corridor.

4.3.3 Joint Tourism Safety Awareness Programmes

Rolled-out on a quarterly basis, particularly at private sector sites such as Car Hire, Lodges and Hotels, including Airports precincts.

4.3.4 Tourism Safety Programme

Informed by the evolving crime trends which required the adaption to the Safety Strategy. The review process would ensure the following:

- The establishment of victim support programme, and
- Implementation of communication protocol in all provinces as part of their future plans.

4.4 Dangerous goods and hazardous materials: Impact on Municipalities: compliance with By-Laws

The fire Brigade Services Act 99 of 1987 prescribes that the local authority may make by-laws or regulations which are not contrary to any laws or area of jurisdiction regarding any matter which it may deem necessary or expedient to employ its service effectively.

4.4.1 Requirement for Drivers of Transportation of Dangerous Goods by Road

A valid and correct driver license, valid Professional Driving Permit PrDP (D), a certificate from an approved training body. Certificate must not be older than six months, SAPS Clearance and medical fitness certificate are amongst the required documents.

4.4.2 Vehicle Requirements

The first identification in dangerous goods vehicle is a danger warning diamond sign, which must be clearly visible on the front of the vehicle, orange in colour, clean and undamaged and be 250mm square or 100mm on a vehicle, GVM less than 3 500 kg, mounted on a diagonal shape.

The vehicle placard or marking must be three in each cargo containment area, one at the rear and one on each side of the containment area. They must be clearly visible from the roadside, clean and undamaged. The placard must have a goods identification zone, operator telephonic advice zone (landline, mobile or call centre number to ensure 24/7 answering service) and a hazard class diamond zone. Any vehicle used for the transportation of dangerous goods shall have a transport emergency card for each dangerous goods item in the load and shall be stored in the designated space and comply with SANS 10232.4.

Dangerous goods declaration shall have a proper shipping name, the UN number, quantity and type of packaging, gross mass or volume and the net mass of the goods. All dangerous goods vehicle must have a fire extinguisher, GVM of 3500kg or less must have a 1x9kg or 2 x 4,5 kg external mounted, a RIGID vehicle with a GVM of more than 3500kg should have a 2x9 kg also be externally mounted, horse or truck tractor should have 1x9kg and a trailers or Semi-trailer must have a 2x9 kg be externally mounted.

4.5 Face Value Documents: Presentation and samples

The member states presented on their face value documents inclusive of permits, driving licenses, abnormal loads etc.

4.6 TKCNC Country Reports

4.6.1 Botswana

Senior Assistant Commissioner Pilane Sebigi gave a presentation on the activities of the TKCNC in Botswana.

In response to and in alignment with the TKCMC MoU Articles 4.1 to 4.6, the TKCNC had streamlined its operational plan to address all road safety threats along the corridor.

The Committee conducted strings of operations with the recent held at Molapowabojang and Ghanzi Junction on the 25th - 26th July 2024 which ultimately ended as a relay operation with South Africa.

As part of the road safety campaign, the Committee will continue to strengthen its awareness through road safety educational campaigns targeting farmers along the corridor including truckers and will commence from September 2024 - February 2025.

The Domestic JLEO comprises of the following stakeholders;

- **Ministries** – Transport and Public Works, Health, Agriculture, Office of the President
- **Departments** -DRTS, Immigration, Roads, Labour,Wildlife, Environmental Protection, Trade Development, Botswana Railways and Office of District Commissioner
- **Parastatals** - BURS, MVA
- **Other entitles** - District Road Safety Committees, Business Botswana, Private Emergency Services

A total of thirty one (31) cases were registered during the domestic JLEO with nine (09) completed cases and twelve (12) pending. The following are some of the successes registered; six (06) labour related cases, fourteen (14) immigration cases and one (01) for assaulting a Police Officer.

Despite the successes registered and observation of reduction in fatalities, the following remains a challenge:

- Illegal traffickers of wildlife and wildlife products
- Digression of goods in transit (Transit goods delivered locally)
- High number of livestock along the corridor
- Truckers failing to keep safe distance between their trucks
- Insufficient resting places along the corridor leading to driver fatigue
- Poor network coverage in some places
- Littering of domestic waste which attract animals and causes pollution along the corridor

4.6.2 Namibia

Ms. Alexia Katjiuongoa from the Ministry of Works and Transport, presented the summary of activities conducted by the TKCNC in Namibia. The Committee conducted seven (07) festive season domestic JLEOs at different locations along the TKC between the 17th of November 2023 and 16th of January 2024.

The operation focused on the recently promulgated Vehicle Mass Act, 2024, (Act. No 01 of 2024) which deals with the decriminalization of overload control with its benefits being holistic synergy and operational efficiency within the road transport sector.

Overloading above the 5% tolerance continue to be a serious challenge. A special weighbridge operation was conducted during the period Nov 2023 - June 2024 at the Walvis Bay, Brakwater and Gobabis. A total of one hundred and seven thousand eight hundred and fifty two (107 852) vehicles were weighed with a total of five million, six hundred and sixty seven thousand, six hundred and forty five freight volumes. Six hundred and twenty (620) vehicles were charged for overloading above the 5% tolerance.

The Festive season operation also focused on the Random Breath Testing (Alcohol) in clamping down on drunken driving which causes crashes and fatalities. Three hundred (300) drivers were arrested for driving under the influence of a alcohol and a total of sixteen thousand six hundred and seventy eight (16 678) summonses were issued. From the seven hundred and sixty six positive (766) vehicles it included twenty six (26) government vehicles.

A multi-stakeholder build-up operation to the 14th TKCMC JLEO in South Africa was conducted on the 2nd of August 2024 at Gobabis Traffic Check point. A total of five hundred and twenty one (521) drivers were screened for alcohol

with none screened positive. Seventy four (74) vehicles were screened for outstanding traffic fines and thirty four (34) were positive.

4.6.2.1 Challenges

- High overloading on the corridor within the permissible 5% tolerance.
- Trucks driving in convoy without observing distance between vehicles causing traffic congestion and unsafe overtaking.
- High offence in relation to drinking and driving.

4.6.3 South Africa

Mr. Suebel Mmono gave a presentation on the activities conducted by the TKCNC. The Committee embarked on strings of domestic Joint Law Enforcement Operations aimed to increase road safety awareness for road users and to improve the level of safety, reduce crashes and increase compliance along the corridor.

The transportation of goods and passengers increased drastically on the TKC as a result more vehicles entered the market which increased traffic volumes.

The operators increased operations which resulted in non-adherence to cross-border laws and regulations as they wanted to increase profit margins.

4.6.3.1 Objectives of the Domestic JLEOs

- To ensure safer roads and free flow of traffic movement and high-level compliance on all legislations regulating cross-border road transport through joint law enforcement operations.
- To increase compliance with cross-border road operators.
- To identify and prosecute illegal operators; and
- To address the lawlessness of cross-border road transport operators on the TKC.

4.6.3.2 Highlights

A speed detection relay operation was conducted along a stretch of the corridor, and a total of one hundred and sixty seven (167) summonses were issued for exceeding the speed limit.

The Committee conducted two (02) major multi discipline law enforcement operations along the corridor as part of the build-up to the 14th TKCMC JLEO. The first operation was held on the 12th of July 2024 led by the MEC for Department of Community Safety and Transport Management, and the second operation held on the 26th of July 2024 at a junction of R49 and N4 near Zeerust as a relay operation with the Botswana TKCNC.

A total of one thousand two hundred and twenty five (1225) vehicles were stopped and inspected, and a total of one hundred and fifty-three (153) summonses were issued for various offences. A total of one thousand six hundred and seventy three (1673) vehicles were screened through the Smart Car using the numberplate recognition system.

During these operations, fifteen (15) foreign nationals were charged with deportation. One (01) case of possession of drugs (Nyaope) was registered, with eleven (11) summonses issued.

4.6.3.3 Challenges

The following transgressions remains a challenge but with collaborated efforts they are on a decline:

- Passenger overload
- Driving without DL
- Tyre defects
- Failure to wear a seatbelt
- False/illegal number plates

- Unlicensed motor vehicles
- Operating HMV without PRDP
- Warning devices
- Failure to present Original Cross Border Permit
- Failure to complete to the Consignment note
- Wrong border post/route
- Destination of the trips not specified on the route description
- Roadworthy copies

4.7 NEPAD Business Foundation

Mr. Peter Varndell, CEO of the NEPAD Foundation made a presentation on the mandate of the Foundation and its focus areas. He indicated that the NEPAD initiative was launched more than 20 years ago with the aim to coordinate development programmes, projects and initiatives from inception to implementation through public and private sector partnerships for the economic development within Africa.

The Foundation was involved in the setting up of the Railway project on North – South Corridor as well as the Maputo Corridor. Amongst others the Foundation also played a critical role in the hosting of the SADC Business Council. The efficiency and effectiveness of economic corridors largely depends by the role played by Corridor Management Institutions (CMIs) that oversee their operations. The TKCMC has established the TKCS, a well-managed CMI. CMIs have been instrumental in facilitating dialogue between Member States and various corridor stakeholders. This led to various harmonizing procedures and documentation used in transport and transit operations along the corridors, resulting in reduced transit times and cost.

4.8 Ndende Technologies

Ndende Technologies founded in 2019, gained recognition for Identity Verification and Facial Recognition technology and has since positioned itself to provide intelligent solutions for authenticating people. The company provides for integrated facial recognition technology within existing law enforcement systems. Additionally, Ndende advocated for information sharing amongst multi-disciplinary stakeholders.

The following are potential initiatives for law enforcement:

- Crime Detection and Prevention
- Surveillances and Monitoring
- Identity Verification
- Missing Persons Cases
- Counter-Terrorism
- Border Control
- Public Safety Events

4.9 Wild Life: Handling on the TKC

Dr. L. Gaborone from Department of Economic Development, Environment, Conservation and Tourism (DEDECT) gave a presentation on wildlife handling on the TKC. The TKC is a vital trade route that plays a significant role in facilitating regional economic growth. However, its operation and development must consider the protection of wildlife along the corridor. Effective wildlife management is essential to balance the corridor's economic activities with ecological conservation, ensuring the sustainability of both the corridor and the diverse ecosystems it traverses.

The following are key aspects of wildlife handling:

- (i) **Wildlife Conservation and Protection**
- (ii) **Mitigating Wildlife-Related Incidents**
- (iii) **Stakeholder Collaboration**
- (iv) **Regulatory Compliance**

By incorporating comprehensive wildlife handling practices, adhering to legal frameworks, and engaging with stakeholders, the TKC can balance economic development with the preservation of its natural heritage. The continued collaboration between law enforcement, conservation organizations, and local communities will be key to ensuring the corridor's long-term sustainability and the protection of its wildlife.

5.0 Compliance to Environmental Health Standards

Environmental Health Service (EHS) focuses on the prevention of communicable and environmental related diseases and plays a vital role in the control of such diseases.

Industrialisation and modernisation has a negative impact on the environment when it is not controlled or regulated which consequently has an impact on human health. The Hazardous Substances Act No 15 of 1973 prohibits and controls the importation, manufacture, sale, use, operation, modification and disposal and dumping of such substances. Hazardous substances are used in many areas daily e.g. farms (Agricultural) and industrial areas and those substances contain different properties that can pose a threat to human life.

The role of Municipal Health Services (**MHS**) in relation with TKC JLEO is to ensure food safety in respect of acceptable microbiological and chemical standards, quality of all food for human consumption and optimal hygiene control

throughout the food supply chain from the point of origin up to the point of consumption.

Poor management of health care risk may lead to contamination of ecosystems and the most basic benefit of proper health care waste is compliance with state regulations.

5.1 The objectives of Environmental Health Services

- To protect public health along the Trans Kalahari Corridor.
- Monitor compliance to health legislation and standards.
- Create awareness and enforce where necessary.

Target vehicle for environmental health law enforcement shall include:

- (i) Health care risk waste transportation compliance.
- (ii) General waste transportation compliance.
- (iii) Food delivery trucks to verify issuing of certificate of acceptability in terms of foodstuffs, cosmetics and disinfectants Act 1972 and related regulations.
- (iv) Tobacco and chemical transportation vehicles compliance.
- (v) Vehicles transporting human remains (hearses) to ascertain possession of Certificates of Competence (CoC) and Repatriation permit for transportation of human remains to other countries.

5.2. Health Care Risk Waste Transportation

- It must include the name and address of the waste carrier, have an international bio-hazard sign including emergency phone number on the vehicle. Vehicle for transporting healthcare risk waste should not be used for transporting other material. Vehicle should be kept locked except when loading and offloading and should be properly maintained and kept clean.

- Transporter must be registered under the country's regulations for the transportation of health care risk waste and licensed to drive the type of vehicle used for the transportation of the waste. All health care risk waste management must be in-line with the requirements of the National Health Act of 2003 and the requirements SANS 10248 (as amended).

5.3 General Waste Transportation Truck or Vehicle

- All trucks or vehicles transporting general waste must be in a possession of a valid waste management permit issued by a Environmental Compliance Management Inspector for transportation general waste issued according to the requirements of the National Environmental Management, Waste Management Act of 1998.
- Must be in a possession of a valid Health Certificate issued by an Environmental Health Practitioner issued in terms of the National Health Act, of 2003.

5.4 Food, Tobacco, and Chemical delivery/transportation vehicles

- Food, Tobacco and chemical delivery/transportation vehicles must be in possession of a valid Certificate of Acceptability (CoA) issued in terms of Foodstuffs, Cosmetics and Disinfectants Act of 1972 and related regulations issued by an Environmental Health Practitioner area of locality.
- Tobacco delivery or transportation vehicle or truck driver must be in possession of a valid Health Certificate issued in terms of the Tobacco regulations control.
- Chemicals delivery or transportation vehicle or truck must have a –
 - (i) Valid permit issued in terms of Agricultural pests and remedies regulations issued by and Inspector of area of locality for transportation of chemicals and

- (ii) Valid Health Certificate (HC) issued in terms of the Foodstuffs, Cosmetics and Disinfectants Act of 1972 and related regulations issued by an Environmental Health Practitioner area of locality.

5.5. Human Remains Vehicle Transportation (HEARSE)

- Human remains must be transported by means of a Hearse **ONLY**.
- The transporting vehicle must be in possession of a valid Certificate of Competency (CoC) issued by an Environmental Health Practitioner of the area.
- The vehicle Repatriating the human remains (Hearse) from RSA to another country must be in possession of all Repatriation permits and a valid Certificate of Competence (CoC) issued by an Environmental Health.

6.0 Smart Car presentation

Ms. Brenda Mtshweni from Cross Border Road Transport Agency (CBRTA) explained that as part of its smart law enforcement initiatives, the C-BRTA introduced an automated law enforcement approach which involves the usage of an Automatic Number Plate Recognition System (referred to as the "smart car"). The objectives of the smart car are to increase operational efficiency, enhance law enforcement and ensure compliance and safety.

The desired outcomes of the smart car are as follows:

- To streamline and digitalize law enforcement processes.
- To improve accuracy and efficiency in vehicle identification and tracking.
- To improve accuracy and completeness of documentation.
- To enhance real-time intelligence and alerting capabilities.
- To strengthen analytics and predictive enforcement efforts; and
- To increase officer safety and effectiveness.

7.0 Official Opening – 22 August 2024

7.1 Summary of TKCMC JLEO Successes

Mr. Leslie Mpofo, TKCS Executive Director highlighted that the operations serve as a platform to update each Member State on changes in legislation and various important documents that might have an impact on trade. These operations enhance trade facilitation and economic development amongst Member States and the region as a whole. Non-tariff measures are important as a means of regulating trade and as an instrument of protection. Initiatives such as joint operations seeks to eliminate non-tariff barriers.

Corridors enhance regional and global value chains as well as production networks and developing countries have taken a stand to beneficiate production and thus promote the diversification drive.

Trade facilitation successes have been achieved through the Joint Law Enforcement activities and these include but not limited to:

- The recognition for system integration by Member States to assist on issues of non-compliance.
- Need to use gadgets that will identify offenders that do not pay fines and infact Namibia and South Africa have introduced such smart cars.
- Need to have car registration identifier between member states to enable law enforcers to view the information of the vehicle without hindrance to address the issue of fraudulent vehicles registered in Botswana, (Botswana and South Africa have introduced such scanners.
- Accident simulations have resulted in the contracting parties adopting the Road Incident Management System as a standard for the TKC.
- Developed Standard Operating Procedures (SOP) to be used as a guide during TKCMC operations.

- Benchmarking which resulted in Namibia procuring Mobile Vehicle Testing Station (MVTS).

7.2 Messages of Support

7.2.1 Botswana

Ms. Masego Gertz re-affirmed the crucial role corridors play in fostering economic growth for Member States. Transport corridors are vital lifelines that connect communities, nations and continents by enhancing efficiency, safety and sustainability on corridors. Corridor operatives are recognised for their continued monitoring of compliance with transportation laws.

The mandate of Member States is to work diligently to remove barriers that are threatening seamless movement of goods and people and ensuring the safety of road users. Member States are encouraged to continue exchanging ideas and learn from each other to remove hurdles on corridors.

7.2.2 Namibia

Dr. Cedric Limbo indicated that as people and cargo move across borders, in order to regulate movement there is a need to negotiate seamless movement of trade among member states and SADC. The TKCS serves as a voice of excellency for championing initiatives aimed at harmonising transportation laws. Namibia has opened an innovative hub to drive the country's development.

7.3 Keynote Adress

Mr. Wessel Morweng, the Member of Executive Council (MEC) for Department of Community Safety and Transport Management (DCSTM) said that the 14th TKCMC JLEO follows a series of successfully held operations by South Africa, Botswana and Namibia. These Member States also share not only cordial bilateral relations but also common blood, tradition, culture and languages.

The theme of this event is inspired by the political outcome and the direction South Africa has taken, bringing everyone on board to work together towards achieving a greater call of serving citizens better.

This 14th JLEO follows immediately after South Africa's national elections which took place on the 29th of May 2024 and will be followed by Botswana in October and Namibia in November of the same year. The RSA election outcomes ushered in a new political dispensation of the Government of National Unity (GNU) at national level with three broad but clear priorities of Inclusive Economic Growth and Job Creation, Maintain and Optimize Social Wage and a capable, ethical and developmental state.

These priorities tie very well with the work the country is doing in the SADC region. This is emphasized at the continental level by AcFTA and the AU Vision 2063. All these emphasised the importance of working together as sister countries.

The North West Province is committed to the vision of the forebears to connect and integrate the region. The TKC remains one of our torch bearers on the continent with its successes realized in growth of traffic volumes and infrastructural investment along the corridor in the three Member States.

7.4 Vote of thanks

Cllr. Regina Mputle, Member of the Mayoral Committee for Public Safety in the Rustenburg Municipality appreciated all stakeholders from the three member states. Similarly, they were encouraged to keep the good work of strengthening the economic growth of the three member states through collective efforts to pave for safe and secure communities.

8.0 Dangerous Goods Simulation

A dangerous goods simulation was conducted on Thursday the 22nd of August 2024, after the official opening of the 14th JLEO. It was conducted at Mooinooi N4 off-ramp and was attended by dignitaries from Member States. Accidents contribute to delays, bottlenecks and congestion in traffic flow. This is compounded by the time it takes to detect, activate a response and access the scene of an accident by emergency and law enforcement personnel. The deployment of an incident management programme is therefore vital for prudent and innovative measures to be employed to deal with accidents swiftly and efficiently to keep roads operating as optimally as possible.

The Road Incident Management System (RIMS) committee and its stakeholders facilitated a dangerous goods simulation at Mooinooi. This forms part of their mandate to test the capabilities of the emergency services on the national road network, to ensure that should such incidents occur they are managed in a quick and efficient manner.

The simulation role played a scenario of an "accident" involving a burning petrol tanker after collision. The staged injured patients were treated using standard triage protocol and transported off the accident scene timeously. While the incident was being managed, the traffic authorities controlled the traffic at the scene to minimise the impact on traffic flow and eliminated any obstacles like the people who were seen taking pictures. A debriefing for all emergency personnel was held afterwards in order to see where further improvements could be made in the management of such incidents.

The simulation clearly displayed the coordination of all key stakeholders in the event of crash involving a dangerous and the role each stakeholder plays.

Incident management continues to prove a viable tool in dealing with accidents efficiently to maintain open roads and free traffic flow.

9.0 Road Safety Schools Debate

The Road Safety School Debate is a programme envisioned to cultivate responsible road safety behavior amongst young people and also nurtures their research, analytic and presentation skills as young leaders in their communities. The debate coincided with the 14th Joint Law Enforcement Operation where five (5) schools competed at district level under the topic "The enforcement of rail freight can reduce fatalities on South African roads".

Leokeng Secondary School were crowned the District champions, President Mangope Technical High School second position and Moedwil combined school third position. The Department of Community Safety and Transport Management, Acting Director for District Development model, Ms. Lesego Motsatsi said that the involvement of TKC member states reveals and opportunity for further collaborations in future.

The Executive Director of the Trans Kalahari Corridor Secretariat, Mr Leslie Mpofu said that observing learners debate was an exceptional experience and further stated that transport is an enabler of the economy, hence there is need to understand issues and come up with solutions to address such within the entire transport sector.

The MMC for Technical Services for the Bojanala Platinum District Municipality, Cllr. Victoria Makhaula said that learners displayed a great understanding of the topic and were able to apply it to issues within the District and TKC as working towards reducing fatalities.

10.0 De-Briefing Session**10.1 Remarks by Overall Commander**

The operation overall Commander, Brigadier Ntoagae appreciated the contributions by all Member States and emphasised the importance for the delegates to undertake a SWOT analysis to evaluate the strengths, and identify gaps for the upcoming 15th JLEO. The programme of the week started from Monday to Saturday with day one and two scheduled for information sessions. The law enforcement operation was scheduled for three days which started on day three, preceded by the official opening and simulation on day four. Day five was coupled with Road Safety School Debate, drunk driving operation and Bapong Weighbridge visit by Member States.

Emphasis was on operational commanders to ensure overall coordination and address challenges at all times. It was pleasing to learn that there were no incidents nor casualties until the end of the operation. The Brigadier stated that at some point the weather was changing with some days being extremely hot and operatives had to break to avoid dehydration. The operation was indeed a success in combating serious crime at the entry and exit points and appreciated the job well done by the delegates.

The operation's highlights are the recovery of two stolen vehicles, possession of unlicensed fire arms resulting in three (03) arrests, four (04) rifle's, two (02) shotguns, three (03) pistols and one hundred and thirty (130) 9mm rounds, One hundred and forty four (144) shotgun rounds, two hundred and eighty three (283) AK 47 rounds, five (05) AK47 magazines and five (05) 9mm magazines were recovered.

Nineteen (19) drivers were arrested for drunk driving while two people were arrested for dealing with drugs (10kg dagga recovered). One person was arrested for possession of a police date and certification stamps.

10.2 Closing Remarks by the TKCS Executive Director

Mr. Mpfu thanked all operatives for the commitment and appreciated the guidance from leadership during Executive Member States troubleshoot meetings. A press release will be issued highlighting the successes of the operation. Successes are not limited to just wrong doing, fewer or no arrests recorded demonstrates a high level of compliance along the corridor.

The TKCS will again undertake campaigns to promote the corridor and these will include the "Cycling for the TKC Challenge" and the TKC Symposium to be hosted in the month of February 2025. The TKC promotional materials/regalia will be printed and sold to individuals as the TKCS can not afford to procure and distribute such regalia to everyone.

It is important for Member States' TKCNC JLEOs to be synchronised. Member States to consider the TKCMC JLEO build-up and withdrawal strategy for the whole corridor. South Africa School Debate in Rustenburg was a great success and gave Member States an appreciation on how to improve road safety in schools. Member states should consider hosting such debates with the winners to compete at TKC regional level.

10.3 Remarks by Member States

Ms. Gertz for Botswana appreciated the successful hosting of the 14th TKCMC JLEO as well as the overwhelming hospitality provided by South Africa. She highlighted the importance of these operations as it provides a platform to

identify gaps and to mitigate these gaps with workable solutions and proposed areas of harmonization.

Dr. Limbo from Namibia also thanked South Africa for the successful hosting of the 14th TKCMC JLEO and expressed his appreciation for the different enforcement equipment that were deployed at the operation like the smart car, etc. He indicated that it will be an opportune moment for member states to benchmark with South Africa on such equipment that are aimed at enhancing law enforcement. He said it will be good if road safety education can be introduced in schools to improve the current situation.

Mr. Segodi Mogotsi from South Africa, thanked all senior officials and delegates from the Member States for attending the 14th TKCMC JLEO. The eSwatini delegation was also recognized for their continued support in attending the joint operations. The Member States on the Maputo Corridor have been requested to host similar operations which will be beneficial for that corridor.

The work of the coordinating team was commended as well as the TKC Secretariat for the support they provided during the preparation and hosting of the 14th TKCMC JLEO.

Mr. Mogotsi therefore declared the 14th TKCMC JLEO officially closed.

11.0 Assessments and Recommendations from Member States

11.1 Law Enforcement

Assessments:

- Stakeholders from different Ministries and entities from Member States were well represented during the JLEO.

Recommendations:

- Member states to utilize the statistics gathered at the Weighbridge on overload control to assess the level of non-compliance per Member State.
- Member states to provide analysis of crashes and fatalities along the corridor including the response plan.
- Member states to conduct intelligence driven operations using identified hotspots.

11.2 Parking Bay

Assessment:

- All officials represented at each parking bay e.g. police, traffic, immigration and if trucks parking by customs.

Recommendations:

- Priority to be given to the finalisation and implementation of the SOP for the Joint Law Enforcement Operations.
- Standardisation and harmonization of procedures, processes and systems applied on the corridor, e.g. enforcement on headlamps regulation.

11.3 Operation site

Assessments:

- Speed reduction signage were not visible when approaching the roadblock checkpoint, resulting in road users speeding when passing the site.

- The operation site was congested during the first shift but lesser number during the second shift.
- The equipment that was used at the operation site was sufficient and advanced eg. drones, smart car.

Recommendations:

- That speed reduction humps be erected on both directions when approaching and through the operation site.
- That there be a standard number of participants per member state.
- To identify feeder routes and deploy other delegates into other feeder routes that lead into the TKC to ease congestion.
- To identify a designated smoking area at the site and declare the operation site a smoke free area.
- Paramedics to be deployed to the site for the duration of the operation to deal with onsite emergencies.
- That the equipment be deployed to the next Joint Law Enforcement Operation to be hosted by Botswana and that they process their request in advance through the TKC Secretariat for the equipment to be deployed.

11.4 Data Capturing**Assessments:**

- Data forms are not completed accurately leading to the majority of forms deemed spoilt as they do not have all required fields completed.
- Operatives seemed more comfortable to complete their national data capturing forms over the TKC data forms.

Recommendations:

- Operatives to be trained on the TKC Data forms on the day of briefing.
- Comparison to be done on the TKC data form and the national templates for possible standardization.

- Working Group meeting to be conducted frequently to look into proposed recommendations for implementation.

11.5 Education

Assessment:

- The road safety team was not properly coordinated leaving a gap in terms of driver education.
- Road safety awareness outreach programmes are not intensified throughout the operation.

Recommendations:

- Host Member State to assign a road safety team leader to ensure proper coordination of the education team. Road Safety activities and education to be extended to the vulnerable groups.
- Joint educational planning and meeting from Member States is required.

12.0 The 14th TKCMC JLEO Recommendations

- To give effective management of incidents on the corridor, both the officials responsible for Road Incident Management System (RIMS) and Dangerous Goods should develop a training plan that will assist in ensuring that there's efficiency and effectiveness in terms of enforcing the law on transportation of dangerous goods.
- Member States to consider the introduction of technology to streamline information relating to trucks weighed at the Weighbridges along the corridor for effective coordination and collaboration.
- Member States to consider for adoption, a TKC Road Safety Schools Debate competition as part of promotion of road safety amongst the youth. The TKC initiatives include the cycling for the TKC, the symposium and the TKC

regalia to be sold to individuals as the TKCS can no longer afford procurement of regalia for issuance to member states.

- Member States' TKCNC JLEOs to ensure that their operational plans are synchronised
- Member States to consider the TKCMC JLEO build-up and withdrawal strategy for the whole corridor.

Signed by:



Mr. Leslie M. Mpofu
EXECUTIVE DIRECTOR

**AMBIENT AIR MONITORING IN SWAKOPMUND BY UNIVERSITY OF NAMIBIA
NORTH CAMPUS**

(C/M 2025/06/26 - 12/2/4/5, 17/1/3/7)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **8.1** page **03** refers.

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

Purpose:

The purpose of this submission is to seek approval from Council to allow the University of Namibia, the School of Health Systems and Public Health and the University of Pretoria to set up ambient air monitoring equipment at the Swakopmund Municipal Head Office.

Background:

The Department of Public Health, University of Namibia, the School of Health Systems and Public Health and the University of Pretoria will visit our Municipality on 05 August 2025.

The activities of the day will be a brief presentation on the purpose of air quality monitoring and identifying the sampling site at our municipal building.

Ambient air quality monitoring involves systematically measuring pollutant levels in outdoor air to assess and manage air quality. This data helps evaluate air quality standards, identify pollution sources, and track trends. It's an essential part of an effective air quality management system.

Transportation, power generation, industrial and domestic sources have all led to pollution and changes in the ambient air's composition. Air pollution can seriously impact human health, causing respiratory problems, cardiac disease and cancer.

Air pollution is a global threat to public health and has received global attention. The WHO has set up air quality guidelines in 2005 and now revised in 2021 in response to epidemiological studies showing adverse health effects even at lower concentrations. Due to a lack of an air quality policy, Namibia does not monitor ambient air quality. This project's long-term objective is to produce data on air pollution in different Namibian towns so that an air quality management strategy may be developed in the future.

The air quality monitoring project will be of great benefit to the municipality and its residents because it will provide data of the levels of air pollution in Swakopmund. To ascertain if we are exposed to harmful levels of air pollution in Swakopmund, annual and seasonal air pollution levels will be measured and compared with the WHO ambient air quality guidelines.

The university staff will analyze the data further to identify the chemical composition, carry out health risks studies as well as identify the sources of air pollution in Swakopmund. Members of the Swakopmund community will be informed of the results of these analysis and advised with precautions to protect themselves against harmful levels of air pollution. The council will also be informed about the town's primary polluters from source apportionment studies.

The hospital incinerator is believed to have a negative impact on the environment. Therefore, the benefits of this project to the Council include providing scientific data on air quality, quantifying the environmental impact of the incinerator, and informing future decisions on public health and environmental management.

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

RECOMMENDED:

- (a) That Council approves the collaboration between the University of Namibia, School of Health Systems and Public Health, University of Pretoria and Swakopmund Municipality in ambient air quality monitoring project.**
 - (b) That Council allows the University of Namibia, School of Health Systems and Public Health and the University of Pretoria to set up ambient air monitoring equipment at the Swakopmund Municipal Head Office in Swakopmund**
 - (c) That the appointment of Mr Robeam Ujaha as the focal person of this project be approved and that the General Manager: Health Services & Solid Waste Management appoints a Secundi for Mr R Ujaha as required from time to time to fulfill commitments towards this project.**
 - (d) That the Management Committee attends the presentation session on 05 August 2025 from the University of Namibia.**
-

11.1.11

REQUEST TO RE-ALLOCATE FUNDS FOR MODIFYING A COMPACTOR TRUCK WITH A CRANE

(C/M 2025/06/26 - 17/2/5/2/3)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **8.2** page **05** refers.

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

Purpose:

The purpose of this submission is to request approval from Council for the reallocation of surplus funds originally budgeted for the purchase of a new compactor truck.

Background:

During the 2024/2025 financial year, the Council approved a capital budget for the purchase of a new compactor truck. An amount of N\$3,000,000 was allocated to Vote 70003126400 (compactor truck). A new compactor truck was purchased and a surplus of N\$1 118 491.70. remains in the vote.

Given recent developments and a reassessment of our operational needs, the department proposes using the surplus funds to modify an existing compactor truck with a crane to empty the Molok bags more efficiently.

After reviewing our current fleet and considering the operational requirements for managing Molok bags, it has become clear that modifying an existing truck with a crane would provide us with greater flexibility and cost-effectiveness. Instead of purchasing an entirely new compactor truck with a crane lifting mechanism, this modification would allow us to adapt our current resources to meet the needs of the operation while saving on initial capital expenditure.

The existing surplus funds are sufficient (Attached GO040) to cover the costs of this modification, which would include:

- *Installing a crane capable of safely lifting and handling the Molok bags.*
- *Necessary equipment and labour to integrate the crane with the truck.*

Proposed Allocation of Funds:

- *Total Estimated Cost for Modification: [N\$505 467.00 vat included]*

Benefits of the Reallocation:

- **Cost Efficiency:**
This approach will reduce the need for a completely new vehicle purchase and minimize overall expenditure while achieving our operational goals.
- **Enhanced Operational Capacity:**
The modification will significantly improve our ability to manage Molok bags more efficiently, reducing the monthly expenses to render services from external contractors.
- **Sustainability:**

By repurposing an existing truck, we are also contributing to our sustainability goals by optimizing resources we already own.

Considering this, the General Manager: Health Services & Solid Waste Management seeks approval from the Management to proceed with the modification of the compactor truck using the surplus funds.

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

RECOMMENDED:

- (a) That Council takes note of the request for the reallocation of surplus funds for the modification of a compactor truck with a crane.**
 - (b) That Council approves reallocating the surplus funds of N\$505 467.00 to modify the compactor truck with a crane.**
-

Ordinary Council Meeting - 26 June 2025

Year: 2425 Account: 700031026400
 COMPACTOR TRUCKS (2)

Opening Balance: 0.00

Adj:

M	Month	Budget	Movement	Difference
<input type="checkbox"/>	Jul	285000.00	0.00	285000.00
<input type="checkbox"/>	Aug	285000.00	0.00	285000.00
<input type="checkbox"/>	Sep	285000.00	0.00	285000.00
<input type="checkbox"/>	Oct	285000.00	0.00	285000.00
<input type="checkbox"/>	Nov	285000.00	0.00	285000.00
<input type="checkbox"/>	Dec	285000.00	0.00	285000.00
<input type="checkbox"/>	Jan	285000.00	2301508.30	-2016508.30
<input type="checkbox"/>	Feb	285000.00	0.00	285000.00
<input type="checkbox"/>	Mar	285000.00	0.00	285000.00
<input type="checkbox"/>	Apr	285000.00	0.00	285000.00
<input type="checkbox"/>	May	285000.00	0.00	285000.00
<input type="checkbox"/>	Jun	285000.00	0.00	285000.00
TOTAL:		3420000.00	2301508.30	1118491.70

Budget	
Approved:	0
Additional:	3420000
TOTAL:	3420000

Commitments	
Issue Requisitions:	0.00
Purchase Requisitions:	0.00
Purchase Orders:	0.00
Standing Payments:	0.00
Other:	0.00
Jobs:	0.00
TOTAL:	0.00

Movement	
Actual:	2301508.30
Not Updated:	0.00
TOTAL:	2301508.30
BALANCE:	1118491.70

REQUEST FOR PERMISSION TO SELL PROMOTIONAL BRANDED APPAREL AT THE TOURISM INFORMATION CENTRE

(C/M 2025/06/26 - 5/4/9)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **8.3** page **08** refers.

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

This submission serves to request permission to collect revenue at the Tourism Information Centre. The aim of the Tourism Information Centre is to serve as a one stop shop for tourist.

1. Introduction

The Tourism Information Centre (TIC) provides information required by tourist about Swakopmund and Namibia whilst visiting the Centre of Adventure. The TIC also serves as a marketing centre for Swakopmund as a preferred tourist destination by rendering the following services:

- *History of Swakopmund, geographical and climate information of the location*
- *What to do in Swakopmund (activities)*
- *Where to stay*
- *Events hosted in Swakopmund or the Coastal towns*
- *What and where to eat in Swakopmund*
- *Distributes maps*
- *Guiding books*
- *Emergency numbers*
- *Suggestion box*

2. Proposal

It is proposed that branded apparel and gifts such as branded T-shirts, golfers, body warmers, jackets, gifts and framed photos of Swakopmund be sold at the TIC. This will be enhancing the visitor's experience and promoting local pride through the sale of the Municipal promotional items.

3. Objectives

Swakopmund Brand Exposure: Branded merchandise serves as a walking advertisement for the Municipality of Swakopmund, potentially reaching a wider audience when visitors return home.

Enhanced Visitor Experience: Tourists and visitors will have the opportunity to take home tangible souvenirs of the visit to Swakopmund, fostering a positive connection with our town and Municipality.

Revenue Generation: The sale of the municipal promotional items and apparel at the Tourism Information Centre will increase the revenue stream.

4. Conclusion

In conclusion, the Municipality of Swakopmund aim to create a memorable experience for tourists and residents, fostering a stronger sense of community pride. Expanding the sale of the Municipal branded apparel from the Municipal Head Office to the Kavita Park's Tourism Information Centre will promote Swakopmund identity, increase accessibility and revenue stream, and enhance the overall visitor's experience. The Corporate Services' - Marketing & Communications section will be responsible for the delivery and stock taking of the merchandise and items for sale.

It is therefore proposed that the General Manager: Finance avail a speed point machine that will permanently be used at the TIC. The funds will be deposited in the Sundry Vote 150522072000.

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

RECOMMENDED:

- (a) That the proposal for sale of promotional branded apparel at the Tourism Information Centre be approved.**
 - (b) That the General Manager: Finance avail a speed point machine that will be permanently used for the monetary transaction at the Tourist Information Centre.**
 - (c) That the Corporate Services - Marketing & Communications Section be responsible for the administration of the promotional merchandise and branded material that will be sold at the Tourism Information Centre.**
 - (d) That the funds made from the sales of the branded apparel and items be deposited into the Sundry Vote: 150522072000.**
-



+264 64 410 4300 | fnaruseb@swkmun.com.na | P O Box 53, Swakopmund, Namibia

Internal Memorandum

TO : General Manager: Corporate Services & Human Capital
FROM : General Manager: Finance
DATE : 25 April 2024
REF : 5/4/9

SUBJECT : Request for a Speed Point Machine at the Tourism Information Centre

Reference is made to your memorandum dated 11 March 2024 and of the same reference and subject matter.

Kindly provide us with a copy of the council approval which permits the collection of revenue at the Tourism Information Centre.

Kind regards

Mrs Gaudensia Mukena
Manager: Finance Department



Sham &

26/04/2024

Finance Department



Roswita Kandanga

From: Denise Booysen
Sent: 03 February 2025 08:32 AM
To: Aili Gebhardt; Panduleni Shiimi; Gaudensia Mukena
Cc: Oscar Homateni; Michelle Uwites; Andre Plaatjie; Roswita Kandanga; Veimuna Vihanga
Subject: RE: request for speed point machine
Attachments: doc02612420250131111519.pdf

Dear All

Good morning, reply on behalf of Finance Manager.

Attached a memo forwarded from GM: Finance to GM: CS&HC.

Regards

Denise Booysen | Head Cashier | Finance | +264 64 410 4304

From: Aili Gebhardt <agebhardt@swkmun.com.na>
Sent: 31 January 2025 09:31 AM
To: Panduleni Shiimi <pshiimi@swkmun.com.na>; Gaudensia Mukena <gmukena@swkmun.com.na>
Cc: Denise Booysen <dbooyesen@swkmun.com.na>; Oscar Homateni <ohomateni@swkmun.com.na>; Michelle Uwites <muwites@swkmun.com.na>; Andre Plaatjie <aplaatjie@swkmun.com.na>; Roswita Kandanga <rkandanga@swkmun.com.na>; Veimuna Vihanga <VVihanga@swkmun.com.na>
Subject: RE: request for speed point machine

Good morning Ms Mukena

kindly find attached the memo that was forwarded from the GM: CS&HC to GM; Finance during March 2024. The GM: Finance was requested for a speed point that will be permanently used at the Tourism Information kiosk at Kavita Park, Swakopmund.

We await your feedback. Thank you.

Kind regards,

Aili Gebhardt | Corporate Officer: Marketing and Communication | Corporate Services & Human Capital | +264 64 410 421

From: Panduleni Shiimi <pshiimi@swkmun.com.na>
Sent: Thursday, 30 January 2025 04:39 PM
To: Aili Gebhardt <agebhardt@swkmun.com.na>
Subject: FW: request for speed point machine

Hi Ailie

How far are you with this matter?

Panduleni Shiimi | Accountant: Revenue | Finance | +264 64 410 4303

From: Gaudensia Mukena <gmukena@swkmun.com.na>
Sent: Thursday, 30 January 2025 04:21 PM
To: Panduleni Shiimi <pshiimi@swkmun.com.na>

Cc: Denise Booysen <dbooyesen@swkmun.com.na>
Subject: FW: request for speed point machine

Dear Pandu

The below email for your attention,
Regards,
Gaudensia Mukena

Gaudensia Mukena | Manager: Finance | Finance | +264 64 410 4302

From: Aili Gebhardt <agebhardt@swkmun.com.na>

Sent: Thursday, 30 January 2025 10:32 AM

To: Denise Booysen <dbooyesen@swkmun.com.na>

Cc: Gaudensia Mukena <gmukena@swkmun.com.na>; Roswita Kandanga <rkandanga@swkmun.com.na>; Andre
Plaatjie <aplaatjie@swkmun.com.na>; Veimuna Vihanga <VVihanga@swkmun.com.na>

Subject: request for speed point machine

Good day Ms Booysen

The M&C section will be displaying and selling branded apparel at the Tourism Kiosk – Kavita Park as from 31
January 2025.

Kindly advice whether we can come collect the speed point machine. Thank you.

Kind regards,

Aili Gebhardt | Corporate Officer: Marketing and Communication | Corporate Services & Human Capital | +264 64 410 421



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

Internal Memorandum

TO : General Manager - Finance

FROM : General Manager – Corporate Service & Human Capital

DATE : 11 March 2024

REF. : 5/4/9

SUBJECT : **REQUEST FOR A SPEED POINT MACHINE AT THE TOURISM INFORMATION CENTRE**

The subject above refers.

Tourism Information Centre (TIC), will be launched during March 2024. The Corporate Services & Human Capital proposed that promotional items (t-shirts, jackets, framed photos of iconic places of Swakopmund, etc.) be sold at the TIC to create memorable experiences for tourists, and residents, and foster a stronger sense of community pride, as the TIC will serve as a marketing centre for Swakopmund.

The sale of Municipal promotional apparel and print materials at the TIC, will increase the revenue stream promote, Swakopmund identity, supporting economic growth, and enhancing the overall visitor's experience.

Currently, the sales of the promotional apparel are done at the Cashier Hall at the Municipal Head Office and should the marketing team make sales at other outdoor events, the speed point machine from the Mobile Satellite Point at Matutura is booked out for use.

It is against this background, that we request for the General Manager: Finance to request First National bank to issue Council with an additional speed point machine

that will be used at the TIC for the sales of promotional apparel, since no cash transactions will be done at the TIC's Kiosk,

Kind regards,


Mpsai Haingura
 General Manager: Corporate Service & Human Capital



to

CONSOLIDATION OF ERVEN 278 (A PORTION OF ERFNO. 32) AND 294 ROSSMUND INTO CONSOLIDATED ERF X

(C/M 2025/06/26 - RM 278 AND RM 294)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **8.4** page **15** refers.**A. This item was submitted to the Management Committee for consideration:****1. Purpose**

The purpose of this submission is for the Council to consider the application for the consolidation of Erven 278 (a Portion of Erf No. 32) and 294, Rossmund into consolidated Erf X in terms of Section 105 (1) (e) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018).

2. Introduction and Background

A consolidation application was received by the Engineering and Planning Services from Dimari Van Rensburg Town and Regional Planners on behalf of the registered owners Micheal Christiaan Ludeke and Bernadine Ludeke. The application is attached as **Annexure A**.

3. Ownership

Ownership of Erven 278 (a Portion of Erf No. 32) and 294 Rossmund, is held in the Deeds of Transfers T2000/2024 and T 1999/2024 and vests in Micheal Christiaan Ludeke and Bernadine Ludeke, respectively. Proof of ownership has been attached together with the application.

4. Zoning, Locality and Size

Erven 278 (a Portion of Erf No. 32) and 294, Rossmund are zoned "single residential" with a density of 1:600m² as indicated in the figure below. The erven measure 863 m² and 1177 m² in extent respectively.



5. **Access, parking and municipal services**

Access to Erven 278 (a Portion of Erf No. 32) and 294 Rossmund, is gained from Hoodia Street. However, a right of way servitude has been registered over the Remainder Erf 258, Rossmund in favour of Erven 247 to 278 and Erf 294, Rossmund. Therefore, Access to the proposed property is to be obtained from the existing right of way servitude. Parking for the proposed development will be provided as stipulated by the Swakopmund Zoning Scheme. The erf is already connected to the bulk services network.

6. **Public Notification**

The neighbouring property owners have been consulted via registered mail for potential objections and comments on the proposed subdivision. Site notices were placed on the erf and the Municipal Notice Board, and the last date of objection was the 14 December 2024. No objection was received.

The Notarial Deed of Imposition of conditions registered against the subject properties stipulates that consent be requested from the Rossmund Golf Estate Homeowners Association (RGEHOA), if the owner makes an application for the rezoning, consolidation or subdivision of the property. The consent for the consolidation was granted, however, the consent for the cancellation of the Notarial Deed conditions was not granted.

7. **Proposal**

It is the intention of the owners to consolidate Erven 278 (a Portion of Erf No. 32) and 294 Rossmund into one single residential property to allow the owner to construct a single residential dwelling of their choice with ample scarce for outdoor and recreational activities on the property. The owners have identified that the rock formations of one of their properties, Erf 294, Rossmund has rendered the property to be partly undevelopable and therefore consolidation is necessary to minimise development limitations.

The proposal is indicated in the table below:

Proposed Portion number	Area (m²)	Zoning
<i>Erf 278 (a Portion of Erf No. 32)</i>	<i>836</i>	<i>Single Residential</i>
<i>Erf 294</i>	<i>1177</i>	<i>Single Residential</i>
<i>Consolidated Erf X</i>	<i>2040</i>	<i>Single Residential</i>

8. **Notarial Deed of imposition of conditions**

The Rossmund Golf Estate Homeowners Association (RGEHOA) granted consent for the consolidation on that the Notarial Deed of Imposition of conditions registered against both subject properties should be incorporated in the new Title Deed so that two (2) invoices are levied on the consolidated Erf as if it was still two single erven.

However, the applicant "failed to understand the need to pay for two (2) times the levies should the erven be consolidated as a single erf" and therefore does not support the conditions of the RGEHOA. The applicant further argues that the erf will be used by one single family as there are development limitations on the one property.

9. **Evaluation**

The RGEHOA did not support the cancellation of the Notarial Deed of Imposition of conditions registered against the subject properties and did not grant consent for the cancellation. It should be noted that the owner was aware of the conditions before purchasing the properties as the conditions on the properties are registered in the Deeds Office and the properties were bought with the conditions imposed on them. Therefore, the cancellation of the Notarial Deed of Imposition of conditions registered against the subject properties cannot be supported.

The association is being unfair in suggesting levying the consolidated property as if it constitutes two sites, especially provided that the consolidation is prompted by the fact that there are development limitations on the one property and can therefore not be utilised to its full potential. In addition, the property remains a single residential after consolidation and would accommodate one family. It is however, advised that the owner of the consolidated erf seeks legal assistance regarding the levying of the one consolidated erf as though they are still two.

10. **Title Deeds Conditions**

The current title deed conditions registered against Erven 278 (a Portion of Erf No. 32) and 294 Rossmund should be retained and be registered against the consolidated Erf "X".

Conclusion

The proposed consolidation of Erven 278 (a Portion of Erf No. 32) and 294 Rossmund can be supported as it does not have any negative or detrimental impacts on the existing character and is in line with the Swakopmund Zoning Scheme.

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

RECOMMENDED:

- (a) **That the consolidation of Erven 278 (a Portion of Erf No. 32) and 294 Rossmund be approved.**
- (b) **That the current title deed conditions registered against Erven 278 (a Portion of Erf No. 32) and 294 Rossmund should be retained and be registered against the consolidated Erf "X".**
- (c) **That the applicant be advised to seek legal assistance to appeal against the levying of the consolidated erf as if it was still two properties against the Rossmund Golf Estate Homeowners Association.**
- (d) **That the applicant provides proof that the consolidation of Erven 278 (a Portion of Erf No. 32) and 294 Rossmund has been approved by the Minister and provide Council with approved diagrams before any submission of relaxation or building plans to the Engineering and Planning Services Department for approval.**
- (e) **That the applicant be informed of this decision and of their rights that they may appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-one (21) days from the date of the decision in accordance with Regulations 18 of the Urban and Regional Planning Act.**

- (f) **That the Rossmund Golf Estate Home-owners Association be informed of this decision and of their rights that they may appeal the Council decision to the Minister of Urban and Rural Development with valid reasons within twenty-one (21) days from the date of the decision in accordance with Regulations 18 of the Urban and Regional Planning Act.**
-

ANNEXURE A - APPLICATION FORM

22.03.09.278

RM 278

RM 294

MS. DIMARI VAN RENSBURG
TOWN AND REGIONAL PLANNER
PO BOX 8961
SWAKOPMUND
E-MAIL ADDRESS: dimarivanrensburg@gmail.com

 0813227166

MS. MARIA T. S. AMULUNGU
TOWN AND REGIONAL PLANNER (IN-TRAINING)
PO BOX 72316
KHOMASDAL
E-MAIL ADDRESS: maria0amulungu@gmail.com

 0810379544

CHIEF EXECUTIVE OFFICER
MUNICIPAL COUNCIL OF SWAKOPMUND
P.O. BOX 53
SWAKOPMUND, 13001
NAMIBIA



24 February 2025

Attention: Mr. J. Heita

Dear Sir,

SUBJECT: APPLICATION FOR CONSOLIDATION OF ERVEN 278 (A PORTION OF ERF NO. 32) AND 294, ROSSMUND

1. Application

This application is compiled in accordance with Section 105(e) of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018), application is hereby made to the Municipal Council of Swakopmund for the:

- **CONSOLIDATION OF ERVEN 278 (A PORTION OF ERF NO. 32) AND 294, ROSSMUND**

Ms. Dimari van Rensburg (Town and Regional planner) is duly appointed by the owners of Erven 278 (a portion of Erf No. 32) and 294, Rossmund as per the attached Power of Attorney. Ms. Maria T. S. Amulungu (Town Planner in Training) is assisting with the compilation of the application under the mentorship and guidance of Ms. Van Rensburg.

2. Erf/ Site Information

Erven 278 (a portion of Erf No. 32) and 294, Rossmund is vacant and located adjacent each other along Hoodia Street in Rossmund. A right of way servitude has been registered over the Remaining extent of Erf 286, Rossmund in favour of Erven 274 to 278 and Erf 294, Rossmund as depicted in the attached layout and locality plan. Erven 278 (a portion of Erf No. 32) and 294 measure 836m² and 1177m² respectively. Upon consolidation, the combined erf will measure 2040m² in extent. The terrain is relatively leveled and rocky towards the boundary of Erf 294. In terms of the Swakopmund Zoning Erven 278 (a portion of Erf No. 32) and 294, Rossmund are both zoned "single residential" with a density of 1:600.

The table below shows the zoning and extent of the current erven and proposed consolidated Erf X:

Erf No.	Current Zoning	Extent
278 (a portion of Erf No. 32)	Single Residential with a Density of 1:600	836m ²
294	Single Residential with a Density of 1:600	1177m ²
Consolidated Erf X	Single Residential with a Density of 1:600	2040m ²

Both erven, as per the attached Title Deeds (T1999/2024 & T2000/2024) vest in the names of Michael Christiaan and Bernadine Ludeke,

3. Proposed Development

The intention of the owners is to consolidate Erven 278 (a portion of Erf No. 32) and 294, Rossmund, into Erf X to allow the owner to construct a single residential dwelling of their choice with ample space for outdoor and recreational activities. The owners indicated that the rock formations on Erf 294, Rossmund have rendered the erf to be partly undevelopable and therefore the consolidation is needed to correct this limitation.

4. Neighbor consultations

The neighbours of the adjacent erven have been consulted as per attached letters and no objections were received.

The Notarial Deed of Imposition of Conditions registered against the subject properties stipulates that consent be requested from the Rossmund Golf Estate Home Owners Association(RGEHOA), if the owner makes an application for the rezoning, consolidation or subdivision of his /her property. Consent was requested from the association and their written response is attached.

The response of the RGEHOA, indicates that the consolidation be approved on condition that the Notarial Deed of Imposition of Conditions for Erf 278 and Erf 294, Rossmund both be incorporate into the new deed of the consolidated erf. Therefore, levies payable to the Rossmund Home Owners Association will then still be for two 2 single residential erven.

This conditions of the RGEHOE is not supported. The applicant fails to understand the need for the payment of two(2) times the levies should the erf be consolidated as a single erf. The erf will be used by a single family. The reason why the properties are consolidated is due to the fact that Erf 294, Rossmund comprises of a rock formation on the northeastern side of the property, thus limiting the developable area of the erf.

11.1.14

REQUEST TO APPROVE THE DEED OF DONATION FOR ERVEN SERVICED WITH GOVERNMENT FUNDING IN VARIOUS EXTENSIONS IN DRC

(C/M 2025/06/26 - 15/2/1/2)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **8.6** page **55** 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 draft Deed of Donation (**Annexure "A"**) for erven in Ext 24 and 25, (Seaside), DRC Proper (Ext 27, 29, 30), Ext 28 (Seaside), Ext 31, South and Ext 37, Swakopmund, of which these erven were serviced with government funds.

2. **BACKGROUND**

Council passed various resolutions approving the allocation and donation of erven to registered occupants in DRC who are residing in different extensions. On **29 September 2022** the Council approved the allocation and sale of erven in Ext 31 North, Swakopmund to registered tenants in Ext 27, 29 and 30 (DRC Proper) as well as Ext 37, Swakopmund (Seaside). Below are the Council resolutions relevant to the donation of erven (attached as **Annexure "B"** to the Deed of Donation):

- (a) **29 September 2022, Item 11.1.44**
- (b) **03 September 2024, Item 11.1.24**
- (c) **08 October 2024, Item 11.1.9**
- (d) **28 November 2024, Item 11.1.15**
- (e) **28 November 2024, Item 11.1.47**

3. **PROPOSAL**

It is proposed that Council approves the draft Deed of Donation for erven in Extensions 24 and 25, (Seaside), DRC Proper (Extensions 27, 29, 30), Extension 28 (Seaside), Extensions 31, South and Extensions 37, Swakopmund, of which these erven were serviced with government funds. It is further proposed that Council approves the Deed of Donation to registered occupants in Extensions 27, 29 and 30, Swakopmund (DRC Proper) and Ext 37 (Seaside) and other extensions where government funding was utilised for the installation of services.

Once the agreement is approved, the Donee's will be invited for signing thereof and upon the last party signing transfer instructions will commence.

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

RECOMMENDED:

That Council approves the draft Deed of Sale (Annexure "A"), on file, for donation of erven in Extension 24 and 25, (Seaside), DRC Proper (Extension 27, 29, 30), Extension 28 (Seaside), Ext 31, South and Extension 37, Swakopmund, of which erven were serviced with government funds.

Erf Ext ..., Swakopmund
(.....)

DEED OF DONATION

IN RESPECT OF IMMOVABLE PROPERTY

ENTERED INTO BY AND BETWEEN
THE MUNICIPAL COUNCIL OF SWAKOPMUND
(hereinafter referred to as "the DONOR")

and herein represented by ALFEUS BENJAMIN as Chief Executive Officer or HELLAO INARUSEB or CLARENCE CLAUDE MCCLUNE or VILHO SHOONGELENI KAULINGE or LYDIA NENGU MUTENDA or MPASI HAINGURA in their respective capacities as Acting Chief Executive Officer

and

WILFRIED GROENEWALD as Chairperson and/or ERKKIE SHITANA in his capacity as the Alternate Chairperson of the Management Committee, and acting by virtue of the authority granted in terms of section 31A of the Local Authorities Act 1992

And

THE DONEE, NAMELY:

1. DETAILS OF 1st DONEE:	
Full Name/s & Surname:	_____
Namibian ID Number:	_____
Residential Address:	_____
Postal Address:	_____
Place of Work:	_____
Telephone Number:	Work: _____ Mobile: _____
E-mail Address:	_____
Marital Status:	MICP: ___ MOCP: ___ REDLINE: ___ UNMARRIED: ___
2. Details of 2nd DONEE (being a spouse if married, or life partner if not married):	
Full Name/s & Surname:	_____
Namibian ID Number:	_____
Postal Address:	_____
Place of Work:	_____
Telephone Number:	Work: _____ Mobile: _____
E-mail Address:	_____
(collectively hereinafter referred to as "the Donee")	

RECORDAL:

- a) The DONOR is the registered owner of the PROPERTY describe below under point 2.
- b) The Ministry of Urban and Rural Development ("the Ministry") introduced the Mass Housing Development Programme ("the Programme") and has appointed the DONOR to implement and administer the Programme.
- c) The DONOR, acting on directives from the Government of Namibia, administers the construction of Social Houses under the Mass Housing Development Program.
- d) The DONOR is to avail land under the Programme.
- e) The GOVERNMENT OF NAMIBIA has serviced the PROPERTY.
- f) The DONOR has donated the PROPERTY to the DONEE and the costs of improving the PROPERTY.

NOW THEREFORE IT IS RECORDED AS FOLLOWS:

1. The recordal above shall be regarded as being the basis of this agreement.
2. Subject to the terms and conditions contained in this Deed of Donation, the DONOR hereby donates to the DONEE, who hereby gratefully accepts the following PROPERTY: -

CERTAIN	Erf ..., Swakopmund Extension No. ...
SITUATE	In the Municipality of SWAKOPMUND Registration Division "G", ERONGO REGION
MEASURING Square Meters

(hereinafter referred to as "the PROPERTY")

3. CONDITIONS ON ALIENATION OF THE PROPERTY

- 3.1 This agreement shall further be subject to the following conditions imposed in favour of the DONOR, namely:

- 3.1.1 The DONEE is listed on the Master Waiting List that establishes the order of application for housing or reside on the PROPERTY for 3 years or longer and must have occupied the PROPERTY with approval from the DONAR.
- 3.1.2 The DONEE has submitted satisfactory proof of net gross income exceeding N\$3 000.00 per month.
- 3.1.3 The DONEE accepts and agrees not to erect any informal structures on the PROPERTY.
- 3.1.4 The donation is done subject to thereto that the transaction is published in terms of section 63 of the Local Authorities Act 23 of 1992 as amended and no objections are received against the transaction and that the Minister of Urban and Rural Development approves the transaction.
- 3.1.5 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.
- 3.1.6 The DONEE is responsible for all costs related to this transaction, such as (but not limited to) the cost for the compilation of the deeds of donation, and securing of the transfer registration.
- 3.1.7 The DONEE is responsible for paying an administrative fee of N\$ 1 000.00 and any other fee related to the development of the erf and which may be requested by other institutions such as the Erongo Regional Electricity Distributor (Erongo RED).
- 3.1.8 The DONEE shall be liable for all municipal charges including water, sewerage, electricity or other and in respect of any rates and taxes payable in respect of the PROPERTY, as from date of registration of transfer of onwership.
- 3.1.9 A deeds search will be conducted to verify that the DONEE is a first-time PROPERTY owner.

Should it be found that the **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 transaction will be terminated, all monies paid in respect of the transaction will be forfeited and the **PROPERTY** be transferred back to Council at the cost of the **DONEE**.

- 3.1.10 The **DONEE** is further restrained from selling the **PROPERTY** within 10 years of a completion certificate being issued. The restraint against alienation of the **PROPERTY** by the **DONEE** shall be binding on the **DONEE'S** successors-in-title.
- 3.1.11 For as long as the **DONEE** is restrained from alienating the **PROPERTY** in terms of clause 3.1.3 above, the **PROPERTY** shall be occupied as a residential dwelling by the **DONEE** personally and his/her immediate family only.
- 3.1.12 The **DONEE** shall not be entitled to rent out the **PROPERTY** or any portion thereof for as long as the **DONEE** is restrained from alienating the **PROPERTY** in terms of clause 3.1.3 above.
- 3.1.13 The **DONEE** is responsible to maintain and safeguard the **PROPERTY** pins and service infrastructure from the date of signing the **Deed of Donation**. The **PROPERTY** is being donated Voetstoots and the **DONOR** will not be held liable for any risks associated with heavy rain, formation of creeks or rivulets crossing the **PROPERTY** or slopes. The **DONEE** will be entitled to all benefits accruing from the **PROPERTY** and will at the same time become liable for the municipal services or any other tax which might be levied on the **PROPERTY** hereby donated as well as the payment of rates and taxes in respect thereof, if any.
- 3.1.14 Transfer of the **PROPERTY** hereby donated into the name of the **DONEE** will be effected as soon as possible after signature hereof and shall be effected by the **DONOR'S** attorneys. The **DONEE** will be responsible for the costs of transfer including the payment of transfer duties and stamp duties, if any, as well as the costs of preparing this Agreement and all incidental costs and attendances preceding the preparation thereof.

3.1.15 The DONEE is responsible for erecting a dwelling on PROPERTY and completing construction within 18 months of the date of transfer. The improvement of the PROPERTY by a residential dwelling shall be deemed to have been completed upon the Council issuing a certificate of completion applicable to the improvements.

3.1.16 The DONEE shall erect a dwelling on the PROPERTY at the DONEE's own cost.

3.1.17 Should the DONEE wish to sell the PROPERTY after the expiry of 10 years, and the PROPERTY is un-improved, the DONEE shall first be offered to return the PROPERTY to the DONAR.

3.1.18 The DONEE may sell the PROPERTY, without first offering it to Council after expiry of 10 years from the date of the completion certificate issued in confirmation of the completion of a dwelling on the PROPERTY.

4. BREACH

4.1 In the event that the DONEE:-

4.1.1 fails to comply with any of the terms and conditions stipulated in this Agreement.

4.1.2 having made any materially incorrect or untrue statement or representation in connection with this Agreement or his financial affairs or any particulars thereof and such statement or representation has not been remedied within 21 (twenty one) days after delivery to the DONEE of a written notice requiring such remedy; or

4.1.3 committing any act or allowing any omission whatsoever which might prejudice the DONOR's rights under this Agreement:-

then in such an event, the DONOR shall be entitled at its sole discretion and without prejudice to any of its rights to cancel this agreement.

5. DOMICILIUM AND NOTICE: DONOR

5.1 For the purpose of any notification in writing or any other notice, which may be required to be given to the DONEE, the DONEE chooses as his / her *domicilium citandi et executandi* the address referred to in paragraph 5.5 hereto, or any such other address whereof the DONEE shall notify the DONOR by registered post or by notice in writing delivered to the DONOR; on the distinct understanding that such address shall be within Namibia and further that such address shall be situated within 10 (ten) kilometres from a magistrate's court, established in terms of the Magistrate's Court Act No 32 of 1944, as amended.

DONOR's *domicilium citandi et executandi*:

- Municipal Head Office located at the corner of Rakotoka and Daniël Kamho Streets, Swakopmund
- P O Box 53, Swakopmund
- ☎ 088 614 514
- 📠 064-4104200

5.2 Any notice to any party to this agreement in respect of legal process, delivered by hand to a responsible person during ordinary business hours at its chosen *domicilium et executandi* shall be deemed to have been received on the day of the delivery.

5.3 Any notice in terms of this agreement sent:

5.3.1 by prepaid registered post in a correctly addressed envelope to its postal address stipulated in Paragraph 5.5, shall be deemed to have been received on the 10th day after posting the article (unless the contrary is proven); or

5.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by any of the parties to this agreement shall be an adequate written notice or communication, notwithstanding that it was not sent to or delivered to him / her / it at the chosen addresses contained in Paragraph 5.5 in respect of the DONEE

or the *domicilium citandi et executandi* in respect of the DONOR.

5.5 DOMICILIUM AND NOTICE: DONEE

5.5.1 the DONEE at -

PHYSICAL: Erf Swakopmund

POSTAL: P O Box Mondesa
Swakopmund
Namibia

CONTACT DETAILS: ☎ 081.....

THUS DONE AND SIGNED at SWAKOPMUND on this day of
..... 2025.

AS WITNESSES:

1. _____
CHIEF EXECUTIVE OFFICER /
ACTING CHIEF EXECUTIVE
OFFICER

2. _____
CHAIRPERSON OR ALTERNATE
CHAIRPERSON MANAGEMENT
COMMITTEE

THUS DONE AND SIGNED at SWAKOPMUND on this day of
..... 20....

AS WITNESSES:

1. _____
DONEE

2. _____
DONEE

11.1.15 **CHANGE OF NAME OF THE PURCHASER OF ERF 4765, MONDESA FROM NICOLAAS PETRUS PHILANDER TO NDUBA AND FILS PROPERTIES CC**

(C/M 2025/06/26 - M 979, M 4765)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **8.7** page **73** refers.

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

1. **Introduction**

This submission seeks Council's approval to transfer Erf 4765, Mondesa, to Nduba and Fils Properties CC (hereinafter referred to as Nduba CC).

Mr. Nicolaas Petrus Philander sold Erf 979, Mondesa to Nduba CC. Following the Townships Board approval (No. 107/2019, dated 12 November 2019) and the Surveyor General's approved diagram (No. A 289/2020), Erf 979 was consolidated with Erf 4765 (which is a portion of a corridor adjacent to Erf 979) into Erf 4768, Mondesa.

The Deed of Transfer T2470/2024 indicates that Erf 979 has now been transferred to Nduba CC. Consequently, it is no longer feasible to transfer Erf 4765 from the Council to Mr. Philander, as he no longer holds ownership of Erf 979.

A letter dated **02 May 2025 (Annexure "A")** has been received from Neshuku & Associates Inc., acting on behalf of Masiza Law Chambers, requesting that the Council amends its instruction to transfer Erf 4765, Mondesa, to Nduba CC, the current owner of Erf 979.

2. **Background**

2.1 Various complaints were received from members of the public about the corridors being unsafe to the residents and pedestrians and are being used as toilet facilities and places for criminals to hide and rob residents.

On **28 April 2011**, item 11.1.6 and **28 July 2011**, item 11.1.17 approval was granted by Council to sell and to donate corridors located between erven to the adjoining erf owners.

2.2 The statutory process of permanent closure, subdivision and consolidation with adjacent erven were finalized in **2019** and on **29 September 2021** approval was granted by the Minister of Urban and Rural Development for Council to proceed with the sale of the corridors attached as **Annexure "B"**.

In terms of the approval, Erf 4765, Mondesa being the corridor adjoining Erf 979 must be sold to Mr Philander.

2.3 On **23 February 2024**, Council and Mr Philander signed the deed of sale for Erf 4765, Mondesa and on **27 February 2024**, Masiza Law Chambers were instructed to attend to the transfer.

- 2.4 On **02 August 2024**, Dr J Mutombo of Nduba CC visited the Property Section and provided a Deed of Transfer T2470/2024 which indicating that Erf 979, Mondesa is now registered in the name of Nduba and Fils Properties CC.

Dr Mutombo also inquire about the corridor that Mr Philander was in process to purchase from Council, which is being consolidated with Erf 979, Mondesa. On that date, Dr Mutombo settled the purchase price and statutory cost in the amount of N\$ 31 528.27, receipt attached as **Annexure "C"**.

- 2.5 On **09 August 2024**, Masiza Law Chambers was informed to proceed with the transfer of Erf 4765, Mondesa to Mr Philander, and thereafter simultaneously to Nduba CC.

- 2.6 On **10 April 2025**, Masiza Law chambers was requested to provide the progress of transfer of Erf 4765, Mondesa to Mr Philander and follow the sequence of transfer as prescribed in Section 14 of the Deeds Registry Act, Act 47 of 1937, as amended.

3. **Current Situation**

A letter dated **02 May 2025** has been received from Neshuku & Associates Inc., acting on behalf of Masiza Law Chambers. The letter states that they are unable to attend to the transfer of the consolidated Erf 4768, Mondesa, to Mr. Philander, who previously sold his ownership of Erf 979, Mondesa, to Nduba CC.

Neshuku & Associates Inc. proposes that the Council amend the purchaser's name for Erf 4765, Mondesa to Nduba CC. This amendment is required to facilitate the transfer of the consolidated Erf 4768 into the correct current ownership, aligning the transfer with the recent property ownership changes. It is therefore proposed that that the Council consider the proposal to amend the purchaser's name for Erf 4765, Mondesa from Mr Philander to Nduba CC, to enable the prompt transfer of the consolidated Erf 4768, Mondesa, to the rightful owner.

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

RECOMMENDED:

- (a) **That Council approves the change of name of the purchaser of Erf 4765, Mondesa from Nicolaas Petrus Philander to Nduba and Fils Properties CC being the current owner of Erf 979, Mondesa.**
 - (b) **That an addendum to the deed of sale of Erf 4765, Mondesa be compiled to reflect the name of the purchaser as Nduba and Fils Properties CC**
 - (c) **That once the addendum in point (b) above is signed, Masiza Law Chambers be requested to transfer Erf 4765, Mondesa simultaneously with registration of the consolidated Erf 4768, Mondesa in the name of Nduba and Fils Properties CC**
-



NESHUKU & ASSOCIATES INC.

ATTORNEYS AT LAW

Law Firm • Legal Services

SWAKOPMUND
Main Office

Am Strand Building, No. 6, Tobias Haiyeko Street, Swakopmund, P O Box 2625
Swakopmund, Tel: +264 64 463 905, Fax: +264 64 463 966

WALVIS BAY
Satellite office

CLA Building, No. 84, Ground Floor, Theo Ben Gurirab Street, Walvis Bay
E-mail: help@neshuku.com.na

Municipal Council of Swakopmund

P.O.Box 53

Swakopmund

Date: 02 May 2025

Dear Sir/Madam,

We humbly apologise for the delay in our response to your letter received on 10 April 2024, this was an oversight on our part, hence the consultation we had with the client on the same day we reasonably believed that we the responded to the email.

We kindly request that you take note of the following information regarding the matter at hand and the cause of delay herein.

We received an instruction to transfer Erf 4765, Mondesa, to Mr. N. P. Philander, on the condition that the statutory costs in the amounting of N\$31,528.27 was paid, and that the financial department would facilitate the payment and inform us to the proceed with the transfer, thus was not received at that time.

And further, the statutory costs were only settled with the council on 31 July 2024.

Subsequently, on 9 August 2024, we received another instruction confirming that we should proceed with the transfer. At the time of receiving the second correspondence the property was already sold to Nduba and Fils Properties CC and was registered in it's name on 21 May 2024.

The issue at hand is that the current instruction still indicates that Erf 4765 should be transferred to Mr. Philander. Since the property is no longer in his name, we are unable to consolidate Erf 4765 to him as per the existing instructions.

In light of this, we propose that the council amend the instruction regarding this matter, changing the consolidation from Mr. Philander to Nduba and Fils Properties CC, as we cannot attend to the consolidation as the property is no longer registered in the name of Mr Philander.

It is in this regard that we requested a meeting with the council to try and resolve the issue, and see that we finalize the transaction, without further delay we hope this letter is sufficient to rectify and resolve this matter.

We trust that you will consider this proposal.

Please do not hesitate to contact us should you require any further information.

Thank you for your understanding and cooperation.

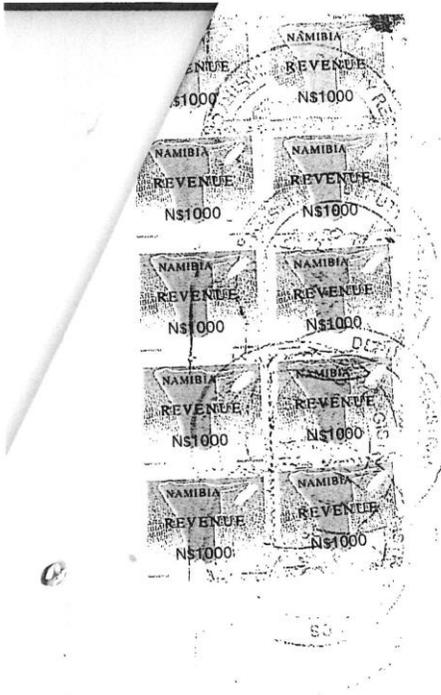
Yours faithfully,



Neshuku & Associates Inc. is a member of LexNA Insurance LTD.

An innovative and solution driven alliance of law firms serving clients across Namibia and beyond.

Director: H.N. Neshuku (B Juris) (LLB) UNAM
Authorized and Regulated by the Law Society of Namibia



Prepared by me,

W. Grevenstein

Conveyancer,
GREYVENSTEIN, B

DR WEDER, KAUTA & HOVEKA INC
ATTORNEYS, NOTARIES AND CONVEYANCERS
SHOP 208, 1ST FLOOR

P O BOX 2970, SWAKOPMUND,

DEED OF TRANSFER

T 2470 / 2024

BE IT HEREBY MADE KNOWN

THAT

appeared before me, the Registrar of Deeds at WINDHOEK, he/she the said Appearer,
being duly authorised thereto by a Power of Attorney granted to him/her by

NICOLAAS PETRUS PHILANDER

Identity Number 710610 0068 0

and

JULIE-ANN PHILANDER

Born on 24 June 1975

Married in community of property to each other

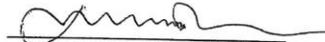
dated the 07th day of February 2023 and signed at Swakopmund

DR WEDER, KAUTA & HOVEKA INC
ATTORNEYS
PLATZ AM MEER MALL, WATERFRONT, SWAKOPMUND

W

WHEREFORE the Appearer, renouncing all the Right and Title which the said NICOLAAS PETRUS PHILANDER and JULIE-ANN PHILANDER heretofore had to the premises, did, in consequence, also acknowledge them to be entirely dispossessed of and disentitled to the same, and that, by virtue of these Presents, the said NDUBA AND FILS PROPERTIES CC, its successors in title or assigns now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its Rights, and finally acknowledging the purchase price amounting to the sum of N\$ 832 500.00 (EIGHT HUNDRED AND THIRTY TWO THOUSAND FIVE HUNDRED NAMIBIA DOLLARS)

SIGNED AT WINDHOEK on 27 MAY 2024 together with the Appearer, and confirmed with my Seal of Office


SIGNATURE OF APPEARER



APPROVED		<i>Hangula</i> 09 OCT 2020		No.A289/2020	
for SURVEYOR-GENERAL			Sheet 1 of 2 Sheets		
SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: LO 2215 X		Designation	
A B	24.00	299.51.40	A	+46 198.74	+72 569.40 4764d
B C	30.00	29.51.40	B		
C D	24.00	119.51.40	C		
D A	30.00	209.51.40	D	+46 213.68	+72 595.42 4765d
			⊕	+46 190.79	+72 753.91 RM4
			⊕	+46 124.58	+72 145.06 RM100

BEACON DESCRIPTIONS
 B,C 16mm Iron peg in concrete
 A,D 16mm Iron peg

Components:
 1). The Figure A x y D represents Erf 4765
 (a Portion of Erf 1181 (Formerly Public Open Space) Mondesa Extension 3,
 vide diagram SG No.A 286/2020 annexed to Deed Transfer No. Dated

2). The Figure x B C y represents Erf 979 Mondesa Extension 3,
 vide General Plan SG No.A47/1990 annexed to Deed Transfer No. Dated

The figure A B C D
 represents 720 square metres of land being
 Erf 4768 Mondesa Extension 3
 (Comprising 1, and 2 above)

Situate in the Municipal Area of Swakopmund
 Registration Division G, Erongo Region
 Republic of Namibia

Nathanael Hangula
 Nathanael Hangula
 Professional Land Surveyor

Compiled in May 2020 by me	The original diagram are as quoted above	Compiled.
This Diagram is annexed to No. dated	Transfer No.	Noting Plan: MD-6CA/X3
Registrar of Deeds		File: Mon.A/3

APPROVED

Signature

09 OCT 2020

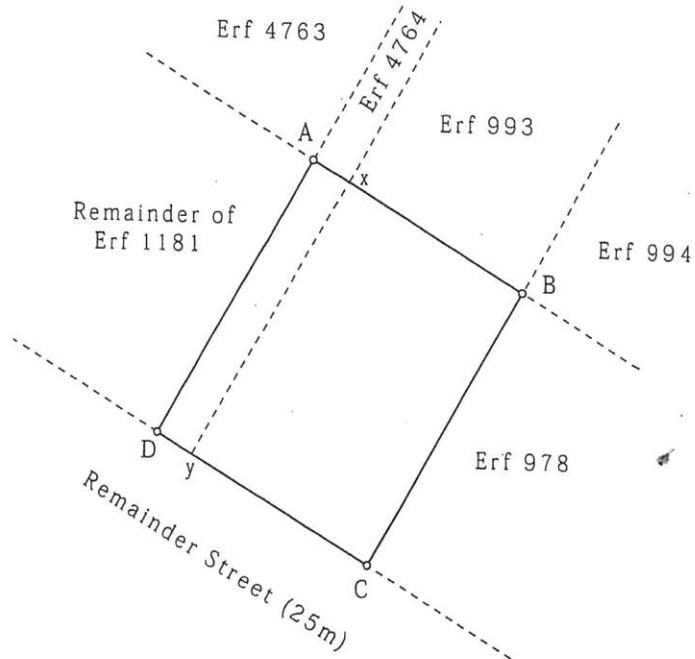
No.A289/2020

for SURVEYOR-GENERAL

Sheet 2 of 2 Sheets



Scale: 1 : 500



Erf 4768 Mondesa Extension 3

Signature

Nathanael Hangula
Professional Land Surveyor

Compiled in May 2020 by me



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

Ref No: M 979 & M 4765

Enquiries: Mr Mahne Kruger

10 April 2025

Masiza Law Chambers
Attention: Mr Danie Kock
Swakopmund

Dear Sir

TRANSFER OF ERF 4765, MONDESA TO NICOLAAS PETRUS PHILANDER

Our letters dated **27 February** and **09 August 2024** regarding the transfer of ownership of Erf 4765, Mondesa to Mr Nicolaas Philander refer.

Kindly provide a written explanation for the delay in this transfer. As mentioned in our letter of **09 August 2024**, Mr. Philander has sold his Erf 979, Mondesa, which has been consolidated with Erf 4765 into Erf 4768, Mondesa. Therefore, the transfer of Erf 4756, Mondesa from the Council to Mr. Philander and then to Nduba and Flis Properties CC should follow the sequence in terms of Section 14 of the Deeds Registries Act, Act 47 of 1937 as amended.

In view of the above, your feedback is required on or before Thursday, **17 April 2025**.

Should you have any further enquiries, please do not hesitate to contact Mr M Kruger at ☎ 064-4104211.

Yours faithfully


Mpasi Haingura
GM: CORPORATE SERVICES & HC
/ms






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

Ref No: M 979; M 4765 / M 4768

Enquiries: Ms M Sheehama

09 August 2024

Masiza Law Chambers
SWAKOPMUND

Dear Sir / Madam

REGISTRATION AND TRANSFER OF ERF 4765, SWAKOPMUND: MUNICIPALITY OF SWAKOPMUND TO NICOLAAS PETRUS PHILANDER // NDUBA AND FILS PROPERTIES CC

Our letter dated **27 February 2024** regarding the abovementioned transactions refer.

Kindly be informed that Mr N Philander has sold his Erf 979, Mondesa to Nduba and Fils Properties CC as per attached Deed of Transfer No T 2470/2024. Nduba and Fils Properties CC being the owner of Erf 979 intend to proceed with the purchase of Erf 4765, Mondesa (corridor) and have settled the purchase price and statutory cost in full as per attached copy of receipt no 597492. Erf 4765 is consolidated with Erf 979, Mondesa into Erf 4768, Mondesa.

Considering that Erf 979, Mondesa now belongs to Nduba and Fils Properties CC, you are therefore requested to proceed with the registration and transfer of Erf 4765, Mondesa to Nduba and Fils Properties CC.

Attached:

- ⇒ Copy of receipt # 597492 dated 02/08/2024
- ⇒ Original Township Board approval, Item 107/2019 for subdivision and permanent closure of Erf 1181, Mondesa and subsequent consolidation with Erven 992, 993, 979 and 980, Mondesa
- ⇒ Original Subdivision Certificate of Erf 1181, Mondesa, Extension 3
- ⇒ Original Diagram No A 286/2020 in duplicate for Erf 4765, Mondesa
- ⇒ Original Diagram No A 283/2020 in triplicate for Erf 1181, Mondesa
- ⇒ Copy of Diagram No 289/2020 of Erf 4768, Mondesa (originals will be provided once received back from our Engineering & Planning Service Department upon finalization of the rezoning of Erf 979, Mondesa from "Single Residential to "General Business").

Please contact Dr J Mutombo of Nduba and Fils Properties CC at J 081 616 3290 or jmjustinmukeba@gmail.com should you require any additional information.

Should you have any enquiries, please contact Ms M Sheehama at ☎ 064-4104213.

Yours faithfully

Mpsai Haingura
General Manager: Corporate Services & Human Capital

/ms

Copies:

GM: Engineering & Planning Services (our memo dated 09/08/2024)

Acknowledgement of Receipt

Date	
Signature	





MUNICIPALITY OF SWAKOPMUND

Ref No: M 979; M 4765 & M 4768

(064) 4104213
 088 614 514
 53 Swakopmund
 NAMIBIA
www.swakopmun.com.na
msheehama@swkmun.com.na

Enquiries: Ms M Sheehama

27 February 2024

Masiza Law Chambers
Swakopmund

Mr. J. MUTOENZO
0816163290
E-mail: mjustinmubeba@gmail.com

Dear Sir / Madam

TRANSFER OF ERF 4765, MONDESA TO NICOLAAS PETRUS PHILANDER

Attached is a copy of the signed deed of sale between Council and Nicolaas Petrus Philander for Erf 4765, Mondesa.

Kindly attend to the transfer of Erf 4765, Mondesa to Mr Nicolaas Petrus Philander on condition that the purchase price and statutory cost in the amount to N\$ 31 528.27 is payable in terms of clause 3 of the deed of sale (i.e from 23 February 2024 until 23 February 2026). Our Finance department was requested to levy the purchase price and statutory cost. Once confirmation is received from our Finance Department that the combined costs are paid in full, you will be informed to proceed with the transfer of ownership.

Also be informed that the purchaser is responsible for the payment of the transfer cost. The contact details of the purchaser appear on page 10 of Deed of sale and a copy of his ID is attached for perusal.

Should you have any further enquiries, please do not hesitate to contact Ms M Sheehama at ☎ 064-4104213.

Yours faithfully,

Mpsai Haingura
 Mpsai Haingura
 GM: CORPORATE SERVICES & HC

/ms



Copies: Mr Nicolaas P Philander
 P O Box 3620
 Vineta
 13003
 GM: Finance Services

All correspondence must be addressed to the Chief Executive Officer

MUNICIPALITY OF SWAKOPMUND

DEED OF SALE

MEMORANDUM OF AGREEMENT made and entered into by and between

THE MUNICIPAL COUNCIL OF SWAKOPMUND
(hereinafter referred to as the SELLER)

and herein represented by

ALFEUS BENJAMIN in his capacity as Chief Executive Officer; or **MPASI HAINGURA**
or **HELLAO !NARUSEB** or **CLARENCE CLAUDE MCCLUNE** or **VILHO**
SHOONGELENI KAULINGE or **LYDIA NENGU MUTENDA** in his/her capacity as
Acting Chief Executive Officer

and

BLASIUS REINHARDUS GORASEB in his capacity as Chairperson of the
Management Committee; or **WILFRIED GROENEWALD** in his capacity as
Alternate Chairperson of the Management Committee them being duly authorized
thereto in terms of section 31 (1) read with section 27 (5) of the Local Authorities
Act, 1992 (Act 23 of 1992) as amended

OF THE ONE PART

And

Nicolaas Petrus Philander
Identity Number: 710610 0068 0

(hereinafter referred to as the PURCHASER)

OF THE OTHER PART

WHEREAS the **SELLER** on 28 April 2011, under item 11.1.6, 28 July 2011, item 11.1.17 and on 29 March 2012, item 11.1.2 approved to sell to the **PURCHASER** Erf 4765, (a Portion of Erf 1181 (formerly Public Open Space), Mondesa, Extension 3 situated between Erf 979 and Erf 980, Mondesa on condition that the erf be consolidated with Erf 979, Mondesa;

AND WHEREAS on 09 January 2012, Mr Riccardo Andrew Olkers (the owner Erf 980 Unit 3, Mondesa) signed a consent form stating that he does not have any objection against the sale of a portion of the street (currently known as Erf 4765, Mondesa (formerly Public Open Space) to the owner of Erf 979, Mondesa.

AND WHEREAS the Ministry of Urban and Rural Development on 12 November 2019, item 107/2019 approved that Erf 4765, Mondesa, Extension 3 be consolidated with Erf 979, Mondesa into that Erf 4765, Mondesa, Extension 3 be consolidated with Erf 979, Mondesa into 4768, Mondesa simultaneously with transfer.

AND WHEREAS on 29 July 2021, the Minister of Urban and Rural Development approved the sale of Erf 4765, Mondesa to Nicolaas P Philander (owner of Erf 3218, Mondesa) in terms of Section 30 (1) (t) read together with Section 63 (2) (b) of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended;

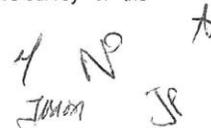
NOW THEREFORE this agreement witnesseth:

1. DESCRIPTION OF THE PROPERTY

That the **SELLER** hereby sells to the **PURCHASER** who hereby purchases Erf 4765, (formerly street), Mondesa, Extension 3 situated between Erf 979 and Erf 980, Unit 3, Mondesa measuring **120m²** (hereinafter referred to as the **PROPERTY**). Erf 4765 must be consolidated with Erf 979, Mondesa into 4768, Mondesa.

1.2 The **PROPERTY** is sold "voetstoots" and subject to the following conditions:

1.2.1 The **SELLER** shall not be responsible for any differences or deficiency in area which may be shown by re-survey of the **PROPERTY** and likewise renounces any excess.



1.2.2 The **PURCHASER** shall at his own risk ascertain the situation of the **PROPERTY** and the **SELLER** shall not be liable to the **PURCHASER** for any erroneous indication, or pointing out of the situation of the **PROPERTY**, whether such erroneous indication or pointing out is due to innocent or negligent misrepresentation on the part of the **SELLER**.

2. STATUTORY DISCIPLINES:

- 2.1 The **SELLER** attended to the statutory processes at the cost of the **PURCHASER**; in compliance with the necessary land resolutions attached as **ANNEXURE "B"**.
- 2.2 The **PURCHASER** shall submit the approved survey diagram in respect of the **PROPERTY** to the **SELLER** within a period of 12 months from the date of signing the Deed of Sale.
- 2.3 The **PURCHASER** shall be responsible, at its cost, for the registration of a servitude in respect of services over Erf 4765, Mondesa in favour of the **SELLER**.
- 2.4 Any development on the **PROPERTY** must be in compliance with the Swakopmund Town Planning Scheme, and the servitude in 2.3 above.
- 2.5 The **PURCHASER** shall ascertain the proposed final level of all roads which border on the **PROPERTY** and the **SELLER** accepts no responsibility for any costs or loss arising from any innocent or negligent misrepresentation in this respect.

3. PAYMENT OF THE PURCHASE PRICE & STATUTORY COST

- 3.1 The purchase price in respect of the **PROPERTY** shall be the amount of $\text{N\$ } 135.00/\text{m}^2 \times 120\text{m}^2 = \text{N\$ } 16\ 200.00$ (Sixteen Thousand and Two Hundred Namibia Dollars only).
- 3.2 In addition to the purchase price the **PURCHASER** is obliged to pay the statutory cost (i.e town planning and surveying) in the amount of **N\$ 15 328.27** (Fifteen Thousand Three Hundred and Twenty Eight Namibia Dollars and Twenty Seven Cents).

✓
MCM

4
JHBM NP B

- 3.3 The total payable by the **PURCHASER** in respect of 3.1 and 3.2 above amount to **N\$ 31 528.27 (N\$ 16 200.00 + N\$ 15 328.27)** which shall become due and payable to the **SELLER** within 24 months from the date of the last party signing this agreement.
- 3.3 The aforementioned purchase price and statutory costs shall be payable in monthly instalments for a period of 24 months calculated from the date of the last party signing this agreement.
- 3.4 The **PURCHASER** may elect to make payment of the amount stated in clause 3.3 by providing the **SELLER** with an acceptable written guarantee issued by a registered bank in favour of the **SELLER** and which guarantee shall be delivered to the **SELLER** or its attorneys.
- 3.5 The guarantee must be issued in favour of the **SELLER** and be payable upon registration of the transfer of the **PROPERTY**.
- 3.6 Failure by the **PURCHASER** to strictly pay or secure payment of the purchase price and statutory cost as stipulated in clause 3.3, shall represent a breach of a material term of this agreement on the part of the **PURCHASER**, which shall entitle (but not oblige) the **SELLER**, in addition to any other remedies it may have, to immediately cancel this agreement, without the need to demand performance from the **PURCHASER**.

4. **TRANSFER**

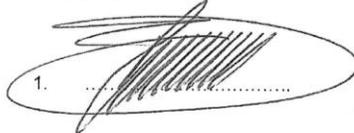
Transfer of the **PROPERTY** into the name of the **PURCHASER** shall be given and taken as soon as possible after the **PURCHASER** has fulfilled her obligations under this agreement and when requested to do so, but the **SELLER** is not compelled to, nor does the **SELLER** guarantee to give transfer immediately after the **PURCHASER** has fulfilled all her obligations hereunder, but shall only be obliged to give transfer thereof within a reasonable period.

↙
hm

1/ N
JP

THIS DONE AND SIGNED at SWAKOPMUND on this 23 day of February 2024 in the presence of the subscribing witnesses.

AS WITNESSES ON BEHALF OF THE MUNICIPALITY

1. 
SELLER
CHIEF EXECUTIVE OFFICER

2. 
SELLER
CHAIRPERSON OF THE
MANAGEMENT COMMITTEE

THIS DONE AND SIGNED at SWAKOPMUND on this 21 day of February 2024 in the presence of the subscribing witnesses.

AS WITNESSES ON BEHALF OF THE PURCHASER

1. 

2. 
PURCHASER

Item

Date

RB

107/2019
17/41/S2/2 Ext 3

12 November 2019

MONDESA EXTENSION 3: SUBDIVISION AND PERMANENT CLOSURE OF ERF 1181 (OPEN SPACE) AND SUBSEQUENT CONSOLIDATIONS WITH ERVEN 992, 993, 979 AND 980 (HARMONIC TOWN PLANNING CONSULTANTS CC) (Mob. A/3 - MD-6CA/X3)

The Board recommended that -

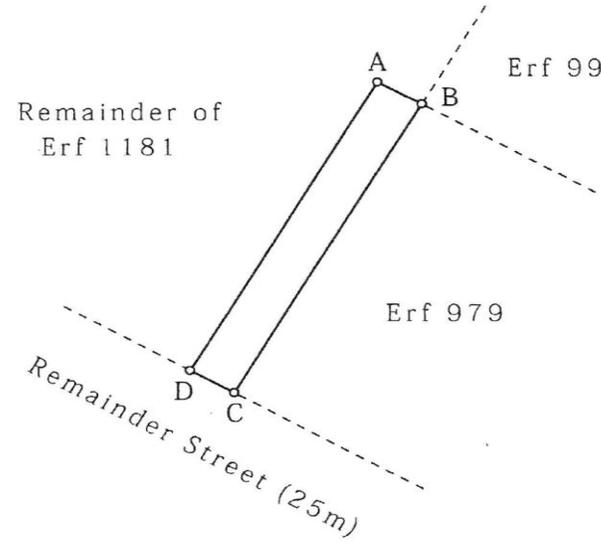
- a) the permanent closure of Erf 1181 (open space), Mondesa Extension 3 as approved by the Municipal Council of Swakopmund is confirmed;
- b) Erf 1181 (formerly open space), Mondesa Extension 3 be subdivided into Erven 4763 to 4765 and the Remainder of Erf 1181 (formerly open space), Mondesa Extension 3;
- c) Erf 4763, Mondesa Extension 3 be consolidated with Erf 992 into Erf 4766, Mondesa Extension 3 simultaneously with transfer;
- d) Erf 4764, Mondesa Extension 3 be consolidated with Erf 993 into Erf 4767, Mondesa Extension 3 simultaneously with transfer;
- e) Erf 4765, Mondesa Extension 3 be consolidated with Erf 979 into Erf 4768, Mondesa Extension 3 simultaneously with transfer;
- f) the Remainder of Erf 1181 (formerly open space), Mondesa Extension 3 be consolidated with Erf 980 into Erf 4769, Mondesa Extension 3 simultaneously with transfer; and
- g) the conditions registered against Erven 980 and 1181, Mondesa Extension 3 be cancelled and all the conditions registered against Erven 992, 993 and 979, Mondesa Extension 3 be retained and registered against Erven 4766 to 4769, Mondesa Extension 3.

RB



14

✓
 4 AB
 MM

APPROVED		No.A286/2020			
					
for SURVEYOR-GENERAL					
SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: LO 2215 X		Designation	
A B	4.00	A	+46 198.74	+72 569.40	4764d
B C	30.00	B	+46 195.28	+72 571.39	979a
C D	4.00	C	+46 210.21	+72 597.41	979d
D A	30.00	D	+46 213.68	+72 595.42	4765d
		⊕	+46 190.79	+72 753.91	RM4
		⊕	+46 124.58	+72 145.06	RM100
<u>BEACON DESCRIPTIONS</u>					
A, D 16mm Iron peg					
B, C 16mm Iron peg in concrete					
 Scale: 1 : 500					
					
The figure A B C D represents 120 square metres of land being Erf 4765(a Portion of Erf 1181(Formerly Public Open Space)) Mondesa Extension 3					
Situate in the Municipal Area of Swakopmund Registration Division G, Erongo Region Republic of Namibia					
Surveyed in May 2020 by me			 Nathanael Hangula Professional Land Surveyor		
This Diagram is annexed to No. dated	The original diagram is S.G No. A283/2020	S.R. No.70/2020 Noting Plan: MD-6CA/X3			
Registrar of Deeds	Transfer No.	File: Mon.A/3			

ANNEXURE "B"



Republic of Namibia

Ministry of Urban and Rural Development

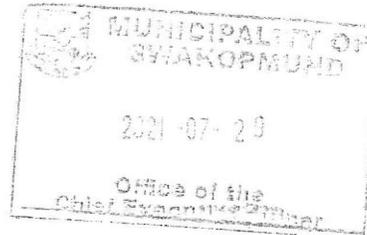
Enquihlasi: I. Ishilla (Mri)
Tel: (+264-61) 297-5192
Fax: (+264-61) 297-5305

Government Office Park
Luther Street

Private Bag 13239
Windhoek, Namibia

Our Ref: 14/17/3/52
Your Ref:

Mr. A. Benjamin
Chief Executive Officer
Swakopmund Municipality
P. O. Box 53
SWAKOPMUND



Dear Mr. Benjamin,

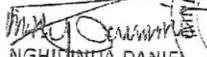
SUBJECT: SWAKOPMUND MUNICIPALITY; APPROVAL TO PROCEED WITH THE SALE OF CORRIDORS TO THE ADJOINING ERF OWNERS

Your letter dated 07 May 2021 has reference.

Approval has been granted to the Municipality of Swakopmund in terms of the provision of Section 30(1) (t) read together with Section 63 (2) (b) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended, to proceed with the sale of immovable properties listed below by way of private treaty, subject to the conditions of the Council resolution, respectively.

- Remainder of Erf 4744, Mondesa, Extension 2 to the owner of Erf 635, Mondesa, Paul Habeb
- Erf 4672, Mondesa, Extension 2 to the owner of Remainder Erf 203, Mondesa, Richard Kangumba
- Erf 4760, Mondesa to the owner of Erf 961, Mondesa, Extension 3, Josef Mungolo
- Remainder of Erf 1179, Mondesa Extension 3 to the owner of Erf 962, Edgard Evenson
- Erf 4763 Mondesa, Extension 3 to the owner of Erf 992, Mondesa Manfred Johan Mitchell van Wyk
- Erf 4764 Mondesa, Extension 3 to the owner of Erf 993, Mondesa, Elizabeth Hybrech van Wyk
- Erf 4765 Mondesa, Extension 3 to the owner of Erf 979, Mondesa, Nicolaas Philander into Erf 4768, Mondesa
- Remainder Erf 1181, Mondesa, Extension 3 to the owner of Erf 980, Mondesa, Riccard Andrew Olkers
- Erf 4667 Mondesa, Extension 3 to the owner of Erf 1057, Mondesa, Sedekias Gurirab
- Remainder Erf 1182 Mondesa, Extension 3 to the owner of Erf 1058, Mondesa Joseph Kambrude
- Erf 4748 Mondesa, to the owner of Erf 3217, Mondesa, Sakaria Petrus
- Erf 4749 Mondesa, to the owner of Erf 3218, Mondesa Helmut Benedictus
- Erf 4786 Mondesa, Extension 10 to the owner of Erf 4315, Mondesa Philadelphia Mbevemuine Mbaïsa

Yours faithfully,


NGHIDINUA DANIEL
EXECUTIVE DIRECTOR



All official correspondence must be addressed to the Executive Director

11.1.16

REZONING OF ERF 2060, SWAKOPMUND EXTENSION 1 FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:900M² TO SINGLE RESIDENTIAL WITH A DENSITY OF 1:300M² AND SUBSEQUENT SUBDIVISION INTO PORTION A AND REMAINDER

(C/M 2025/06/26 - E 2060)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **8.9** page **00** refers.

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

1. Purpose

The purpose of this submission is for the Council to consider the application for the rezoning of Erf 2060, Swakopmund Extension 1 from single residential with a density of 1:900m² to single residential with a density of 1:300m² and subsequent subdivision into Portion A and remainder in terms of Section 105 (1) (a) and (e) of the Urban and Regional Planning Act, 2018 (Act No.5 of 2018).

2. Introduction and Background

An application for rezoning and subsequent subdivision of Erf 2060, Swakopmund Extension 1 was received by the Engineering and Planning Services from van der Westhuizen Town Planning and Properties on behalf of the registered owner Mr. Jeremy Nico Ndivahole Hangula and Janet Ndalinoshisho Hangula. The application is attached as **Annexure A**.

3. Ownership

Ownership of Erf 2060, Swakopmund Extension 1 is held in the Deed of Transfer T 1092/2025 and vests in Jeremy Nico Ndivahole Hangula and Janet Ndalinoshisho Hangula. Proof of ownership has been attached together with the application.

4. Zoning, Locality and Size

Erf 2060, Swakopmund Extension 1 is zoned "single residential" with a density of 1:900m² as indicated in the figure below. The erf is situated along Scultetus Street, adjacent to Swakop Primary School. It measures 960m² in extent. The Erf is currently vacant.

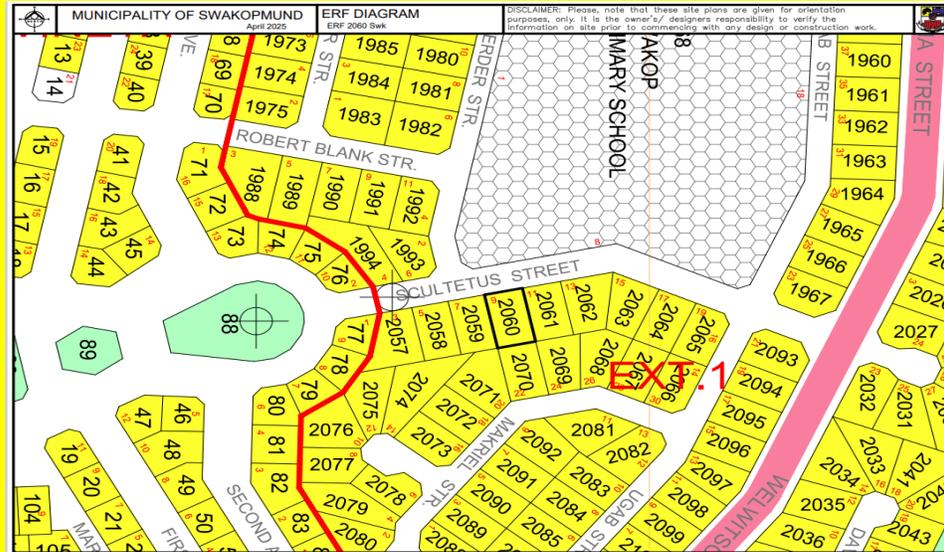


Figure 1: Locality plan for Erf 2060, Swakopmund

5. **Access, parking and municipal services**

Access to Erf 2060, Swakopmund Extension 1 is obtained via Scultetus Street. Access to the newly created portion remains the same, it will be obtained from the same street. Parking for the proposed will be provided as stipulated by the Swakopmund Zoning Scheme. The Erf is already connected to the service networks. However, all additional infrastructure resulting from the proposed development shall be the responsibility of the owner of the property, to the satisfaction of the General Manager of the Engineering and Planning Services.

6. **Public Consultation**

The proposed rezoning and subdivision were advertised on the 7th and 14th of February 2025, in the Republikein and New Era newspapers, respectively.

A notice was also displayed on site and on municipal notice board for public comments. The neighbouring property owners were notified of the intent via registered mails. Additionally, a notice was published in the Government Gazette No 8494 dated 1st November 2024.

The closing date for objections or comments to the proposal was Monday, 3rd March 2025. No objections were received by the closing date.

7. **Proposal**

The owner intends to change the density from 1:900m² to 1:300m² to effectively allow the property to be subdivided into two equal portions, to construct two individual houses on each erf.

Erf Number	Area (m²)	Zoning	Proposed Density
Portion A	480m ²	Single Residential	1:300
Rem/2060	480m ²	Single Residential	1:300
Erf 5003	960m ²	Single Residential	1:900

8. Evaluation

All single residential properties in Swakopmund Extension 1 have a density of 1:900m². Even the immediate township, Swakopmund Extension 8 has the same density. Whilst; Vineta that also borders Swakopmund Extension 1 has a density of 1:600m². Rezoning from 1:900m² to 1:300m² is a big jump as these are low-density neighbourhoods. Rezoning of Erf 2060, Swakopmund Extension 1 may have a significant implication which would transform the area from a low-density to a high density, a scenario which is not desirable at the moment.

There had been previous applications to densify, which Council turned down at its ordinary meetings of 26th January 2023, 30th April 2024 and 27 February 2025, respectively, stating that ***“future similar request in Swakopmund Extension 14 and surrounding extensions be only considered if changes to accommodate the increase of activity in terms of sewerage and roads may render the services non-functional at the end.”***

Two cases being referred to are Erf 5025 and Erf 5003, Swakopmund Extension 14. With the first application, comments were provided for from the engineering perspective that *“the municipal services were designed and installed to the specifications of the current zonings and to change them will require Council to upgrade the existing services to accommodate the increase of activity in terms of sewerage and roads might not be possible rendering the services non-functional at the end. Additionally, provision has been made for general residential erven to separate or allow for more focused and concentrated control on a dense development. It is against this background that it was advised that the application not be considered as well as possible similar requests to increase the density unless a proposed change stands to benefit the township such as for example, a change to business.”*

9 / 2023

11.1.9 **REZONING OF ERF 5025, SWAKOPMUND, EXTENSION 14 FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:600M² TO GENERAL RESIDENTIAL 2 WITH A DENSITY OF 1:100M² AND CONSENT TO COMMENCE WITH THE CONSTRUCTION OF SELF-CATERING APARTMENTS WHILE THE REZONING IS BEING FORMALLY PROCESSED**

(C/M 2023/01/26 - E 5025)

RESOLVED:

GM: EPS

- (a) That the rezoning and densification of Erf 5025, Swakopmund, Extension 14 be turned down.
- (b) That it be noted that Municipal services in this area were designed and installed to the specifications of the current zonings, changes to accommodate the increase of activity in terms of sewerage and roads may render the services non-functional at the end.
- (c) That future similar request in Swakopmund, Extension 14 and surrounding extensions be only considered if changes to accommodate the increase of activity in terms of sewerage and roads are first put to effect by the Council.
- (d) That the applicant be informed of Council's decision and that they may appeal to the Minister against Council's Resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018), within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.
- (e) That the objectors be informed of Council's decision.

11.1.3 APPLICATION FOR THE REZONING OF ERF 5025, SWAKOPMUND, EXTENSION 14 FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:600M² TO GENERAL RESIDENTIAL 2 WITH A DENSITY OF 1:200M² AND CONSENT TO COMMENCE WITH THE CONSTRUCTION OF RESIDENTIAL UNITS WHILE THE REZONING IS BEING FORMALLY PROCESSED
(C/M 2024/04/30 - 5025) GM: EPS

RESOLVED:

- (a) That the rezoning of Erf 5025, Swakopmund, Extension 14 from "Single Residential" with a density of 1:600 to "General Residential" with a density of 1:200 be turned down.
- (b) That it be noted that municipal services in this area were designed and installed to the specifications of the current zonings, changes to accommodate the increase of activity in terms of sewerage and roads may render the services non-functional at the end.
- (c) That future similar request in Swakopmund, Extension 14 and surrounding extensions be only considered if changes to accommodate the increase of activity in terms of sewerage and roads are first put to effect by the Council.

Ordinary Council Meeting - 30 April 2024

- (d) **That the applicant be informed of Council's decision and that they may appeal to the Minister against Council's Resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018), within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.**

11.1.21 REZONING OF ERF 5003, SWAKOPMUND, EXTENSION 14 FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:600M² TO SINGLE RESIDENTIAL WITH A DENSITY OF 1:300M² AND SUBSEQUENT SUBDIVISION INTO PORTION 1 AND REMAINDER
(C/M 2025/02/27 - E 5003)

RESOLVED:

- (a) That the rezoning of Erf 5003, Swakopmund, Extension 14 from single residential with a density of 1:600m² to single residential with a density of 1:300m² and subsequent subdivision of Erf 5003, Swakopmund, Extension 14 into Portion 1 and Remainder be turned down.
- (b) That Council uphold and be consistent with its previous decisions (C/M 2023/01/26 and C/M 2024/04/30).
- (c) That the applicant be informed of Council's decision and that they may appeal to the Minister against Council's Resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018), within 21 days of receipt of notice of this resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

Given the background above, Council strives to be consistent in the appraisal of development proposals to higher densities as per the standards and previous decisions taken.

Although the Swakopmund Structure Plan 2020-2040 advocates for densification, not all areas can be densified as it hampers the infrastructure and may lead to a significant changed characteristic of the area. Additionally, the implementation plan for the Structure

Plan is yet to be developed. By approving this application, it creates a precedent that Council will not be able to control future applications of similar nature.

9. **Conclusion**

The proposed rezoning of Erf 2060, Swakopmund Extension 1 from single residential with a density of 1:900m² to single residential with a density of 1:300m² and subsequent subdivision of Erf 2060, Extension 1 into Portion A and Remainder is not supported due to the previous Council decisions (C/M 2023/01/26), (C/M 2024/04/30) and (C/M 2025/02/27) and its potential impact on the cartelistic of the area.

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

RECOMMENDED:

- (a) **That the rezoning of Erf 2060, Swakopmund Extension 1 from *Single Residential* with a density of 1:900m² to *Single Residential* with a density of 1:300m² and subsequent subdivision of Erf 2060, Swakopmund, Extension 1 into Portion A and Remainder be turned down.**
 - (b) **That Council uphold and be consistent with its previous decisions (C/M 2023/01/26, C/M 2024/04/30 and C/M 2025/04/27).**
 - (c) **That the applicant be informed of Council's decision and that they may appeal to the Minister against Council's Resolution in terms of Section 110 of the Urban and Regional Planning Act, 2018 (Act No 5 of 2018), within 21 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.**
-

ANNEXURE A - APPLICATION

22.03.07.2060

E 2060

17

**TOWN PLANNING & PROPERTIES**

PO BOX 1598
 SWAKOPMUND, NAMIBIA
 +264 81 122 4661 ☎
 +264 81 122 4661 📠
 andrew@vdwtp.com 📧

Chief Executive Officer
 Municipality of Swakopmund
 PO Box 53
 Swakopmund
 Namibia



7 April 2025

Dear Sir,

APPLICATION FOR REZONING OF ERF 2060, SWAKOPMUND, EXTENSION NO. 1, FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:900M² TO SINGLE RESIDENTIAL WITH A DENSITY OF 1:300M²; AND THE SUBSEQUENT SUBDIVISION OF ERF 2060 INTO PORTION A AND REMAINDER.

Application is herewith made, on behalf of the owner of Erf 2060, Swakopmund, Ext. No. 1, for the rezoning of Erf 2060, Swakopmund, Ext. No. 1, from Single Residential with a density of 1:900m² (**Annexure C1**) to Single Residential with a density of 1:300m² (**Annexure C2**); and the subsequent subdivision into Portion A and Remainder (**Annexure C3**).

1. BACKGROUND

Erf 2060, is situated in an area with relatively large residential properties. The property was occupied by a relative old house that was neglected and in a very dilapidated state. This property has for years been neglected with wreckages and old boats occupying the property. The House has since been demolished. Our client has bought the property for the purpose of demolishing the existing house and to construct two houses on the property.

In order for the clients to effectively construct two individual houses on individual properties, it is needed to rezone Erf 2060 in order to change the density of the property to allow it to be subdivided. In the absence of a 1:400m² or a 1:450m² density that could be effectively be implemented to promote infill and higher densities, in line with the vision of the Swakopmund Structure Plan, the only next available density is 1:300m².

It should be noted that this property has been an eyesore for the residents in the area for many years. The intentions of our client are well within the vision of the Swakopmund Structure Plan for the area. The Structure Plan identifies this area as H2 Existing residential area revised with new infill, amenities and densification. All the properties in the area are already developed into residential uses. The properties to be created will still remain single residential in use but will have a density of 1:300m² and cannot be further be subdivided or densified.

2. LOCALITY AND ERF SIZE

Erf 2060, Swakopmund, Ext. No. 1, currently measures approximately 960m² in extent and is located along Scultetus street. (**Annexure A**). The erf is located in an area with relatively large erven directly neighbouring the Swakopmund Primary School. The area, as mentioned before, is earmarked for densification by the Structure Plan.

3. OWNERSHIP

According to the Deed of Transfer Nr. 4094/2024, ownership of Erf 2060, Swakopmund, Ext. No. 1, currently vests with Jeremy Nico Ndivahole Hangula and Janet Ndalinoshisho Hangula (**Annexure B1**). Power of Attorney from the owner is attached as **Annexure B2**. There exist no conditions within the Deed of Transfer that prohibits the intended intention to rezone the property.

4. ACCESS TO THE PROPERTY

Access to the property is currently obtained from Scultetus Street. No change in access is envisaged and access is to remain the same. Once the subdivision is completed the new portion will also obtain access from the same street. If and when any other needs in terms of access might arise such needs shall be communicated to the relevant authority for consideration.

5. TOPOGRAPHY

Erf 2060 is relatively flat. Due to the fact that the property was already developed and has been occupied for many years it is assumed that soil conditions are relative stable and suitable for further redevelopment. Since all surrounding properties are already developed it can be argued that the topography will play no role in the intentions. There exist no natural features that would prohibit the development of the property according to the intentions of our client.

6. INFRASTRUCTURE

The area is already serviced with the basic services and the property is already connected to the service infrastructure. Any additional requirements that the owner might envisage shall be communicated the relevant institutions and will be for the account of the owner. It is not envisaged that any special infrastructure and service requirements will be of any concern as it is a normal subdivision creating a new erf that requires basic services.

7. PARKING

As with all developments and land uses intended to be practiced on any site, the use of the site must comply with the provision of the Swakopmund Town Planning Scheme. As such, all parking requirements shall be calculated according to the provisions as contained within the Scheme the specific land use zone.

8. MOTIVATION AND INTENTION

It is the intentions to do a density change from 1:900m² to 1:300m² that will ill effectively allow the property be subdivided into two portions for the construction of a house on each of the properties.

Erf 2060, Swakopmund Ext. No. 1, is located in an area that is identified for land use change, due to the size of the properties. The area is already established with all the properties already developed and no vacant properties in sight. The Swakopmund Structure Plan identifies the area, as "H2", "**existing residential area revised with new infill, amenities and densification**". This means that the surrounding area will densify in the near future as indicated by the Structure Plan. The intentions of the client are also in line with both, the previous decisions by Council to rezone in this specific area (Erf 1992, Swakopmund, Ext. No. 1), and the vision of the Swakopmund Structure Plan in terms of infill and densification.

In terms of the Swakopmund Town Planning Scheme a property of 900m² may be rezoned to General Residential 2 for the construction of Townhouses. Our client is not interested in obtaining a general residential zoning but rather have a density change to effectively allow the subdivision of the property in the equal portions. In the absence of a 1:400m² of 1:450m² density we thus apply for the 1:300m².

The intentions of our client will not have any significant impact on the current service infrastructure as it is expected that the impact will remain exactly the same. Currently the owner can construct a dwelling and an outbuilding that may be 50% of the total floor area of the main Dwelling. This could effectively allow for two families to live on the property. With the intentions of our client, the property will be split in two and a single house constructed on each of the properties for holiday purposes.

We do not foresee any negative impact to be exerted on to the local neighbourhood nor the currents service infrastructure. As a matter of fact, the intentions of the owner will uplift the visual quality and appearance of the property as compared to its previous state. The proposed intentions were supported by the neighbouring properties as they welcome the proposed change and appearance as presented.

Proposed Subdivision of Erf 2060, Swakopmund Ext. No. 1, into Portion A and Remainder

The proposed subdivision and new erf sizes will be as follows:

Proposed Portions	Portion Sizes in ha
Portion A	480m ²
Remainder of Erf 2060	480m ²
Total m²	960m²

9. ADVERTISEMENTS

Advertisements for the proposed Rezoning and Subdivision of Erf 2060, Swakopmund Ext. No. 1, was placed in the Republikein and New Era on the 7th and 14th of February 2025 (Annexure D). Closing dates for objections was on the 3rd of March 2025. Neighbouring

properties have also been requested for their comments. Attached please find copies of letters to neighbours via registered mail (**Annexure E**). Notice was also placed on the erf for public comments (**Annexure F**). Copy of advertisement placed in the in the Government Gazette (**Annexure G**).

10. RESPONSE FROM PUBLIC

Closing date for comment/objection to the proposed intentions were on the 3rd of March 2025. By the closing of the objection period NO comments/objections were received, (**Annexure H**).

11. CONCLUSION

The intentions of the client will have a significant impact on the visual quality of the area. For years this specific property has been the topic of conversation due to the unsightly condition of the property.

The property is large enough to be subdivided into two portion and construct two relatively large homes on each of the properties and still complying to the 60% coverage ratio. The intentions of our client will not appear out of context with the surrounding area. Similar applications can be expected by the Municipality in the near future as densification and infill of Ext. No.1 is now accommodated for the in the Swakopmund Structure Plan.

Due to the relative larger properties in the area, this area will also be targeted by developers to consolidate two or more properties and rezone to General Residential with densities of 1:100m² or 1:250m².

After careful consideration of the merits and the fact it is found that the intended density rezoning and subdivision is in line with both the Swakopmund Structure plan, identifying the area as an area for densification and infill, and the Swakopmund Town Planning Scheme in terms of its provisions.

It is evident from the Public Participation Process that the neighbouring properties and the general public is in favour of the application as no objections were received. In fact, the general consensus of the residents is that the intentions will have a better visual effect on the neighbourhood than the current state of affairs.

There exists no reason why the intended density rezoning and subdivision into Portion A and remainder cannot be supported as it is in line with the statutory documents that regulates land use and regulates growth in the town of Swakopmund.

12. APPLICATION

On behalf of our client/s, we herewith formally apply for:

- **REZONING OF ERF 2060, SWAKOPMUND, EXTENSION NO. 1, FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:900M² TO SINGLE REISIDENTIAL WITH A DENSITY OF 1:300M²; AND**
- **SUBDIVISION OF ERF 2060, SWAKOPMUND, EXTENSION NO. 1, INTO PORTION A AND REMAINDER.**

CONDITIONS TO BE REGISTERED AGAINST REMAINDER OF ERF 2060:

- (a) The conditions currently registered against the remainder be retained.

CONDITIONS TO BE REGISTERED AGAINST PROPOSED PORTION A:**IN FAVOUR OF THE LOCAL AUTHORITY**

- (a) The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).
- (b) The building value of the main building, excluding the outbuildings to be erected on the erf shall be at least four times the prevailing valuation of the erf.

It is trusted that Council will find the above application for the rezoning of Erf 2060, Swakopmund, Ext. No. 1, from Single Residential with a density of 1:900m² to Single Residential with a density of 1:300m²; and Subdivision of Erf 2060, into Portion A and Remainder, in order.

Yours Faithfully,



A R VAN DER WESTHUIZEN

2025-03-03

T 1092 / 2025

DEED OF TRANSFER

WERNER DEMULULILA SHILUNGA

IN FAVOUR OF

JEREMY NICO NDIWAHOLE HANGULA AND
JANET NDALINOSHISHO HANGULA

(PROPERTY: ERF NO. 2060 SWAKOPMUND, (EXTENSION NO. 1)



Swakopmund Law Chambers
Legal Practitioners
Kleinfontein, Swakopmund, Ersheden
P.O. Box 96350
Windhoek
TEL: +264 01 - 254644/5
FAX: +264 01 - 254646

PREPARED BY ME


CONVEYANCER
A BRENDELL

LODGED BY:

A BRENDELL
SHIKONGO LAW CHAMBERS
No 4, Banting Street, Windhoek-West
WINDHOEK

DEED OF TRANSFER

T 1092 / 2025

Be it hereby made known:

That ~~ASHLEY-BRENDELL~~ **Vincenzo Olivier** 

appeared before me, Registrar of Deeds

at WINDHOEK

he, the said Appearer, being duly authorised thereto by a Power of Attorney granted to him by

WERNER DEMULULILA SHILUNGA
Identity Number: 800413 0002 5
Married out of community of property 

dated the 17th day of December 2024 and signed at WINDHOEK

|  D.N.

-2-

And the said Appearer declared that
His Principal had truly and legally donated on the 17 day of December 2024 the undermentioned property to the undermentioned Donee, which donation has been accepted by the Donee on 17 of December 2024, and that he in his capacity aforesaid did, by these presents, cede and transfer, in full and free property, to and on behalf of

JEREMY NICO NDIVAHOLE HANGULA

Identity Number: 860114 0008 6

AND

JANET NDALINOSHISHO HANGULA

Identity Number: 880312 0004 1

Married in community of property to each other

Their heirs, Executors, Administrators or Assigns

CERTAIN: Erf No 2060 Swakopmund (Extension No. 1)
SITUATE: In the Municipality of SWAKOPMUND
Registration Division "G", Erongo Region
MEASURING: 960 (Nine Six Nil) Square metres
FIRST TRANSFERRED by Deed of Transfer No. T. 2252/1974 with Diagram SG No. A 230/73, relating thereto and
HELD BY Deed of Transfer No. T. 4094/2024
SUBJECT to the following conditions imposed in the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018), and created in Deed of Transfer No. 5045/2022, namely:-

IN FAVOUR OF THE LOCAL AUTHORITY

The erf must only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act No. 5 of 2018).

|

Wherefore the Appearer, renouncing all the Right and Title which the Donors heretofore had to the premises, did, in consequence also acknowledge the said Transferor to be entirely dispossessed of, and disentitled to, the same, and that, by virtue of these presents, the said Donee their 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 transfer duty and stamp duty was calculated on N\$1 150 000.00

Signed at WINDHOEK, on 2025-03-11, together with the appearer, and confirmed with my seal of office.


Signature of appearer

In my presence



SPECIAL POWER OF ATTORNEY



I/We, the undersigned,

JEREMY NICO NDIVAHOLE HANGULA (ID: 860114 0008 6)

AND

JANET NDALINOSHISHO HANGULA (ID: 880312 0004 1)

MARRIED IN COMMUNITY OF PROPERTY

In my/our capacity as:

THE REGISTERED OWNERS OF ERF 2060, SWAKOPMUND, EXTENSION NO. 1

do hereby nominate, constitute and appoint,

VAN DER WESTHUIZEN PLANNING & PROPERTIES CC, P O BOX 1598, SWAKOPMUND

With power of Substitution, to be my lawful Attorney and Agent in my/our name, place and stead, negotiate and to make all necessary applications to **Municipality, Town Council, Ministry of Urban and Rural Development or any other authority**, for the:

- **REZONING OF ERF 2060, SWAKOPMUND, EXTENSION NO. 1, FROM SINGLE RESIDENTIAL WITH A DENSITY OF 1:900M² TO SINGLE RESIDENTIAL WITH A DENSITY OF 1:300M²; AND**
- **SUBDIVISION OF ERF 2060, SWAKOPMUND, EXTENSION NO. 1, INTO PORTION "A" AND REMAINDER.**

At the cost of the applicant and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectually, for all intents and purposes as I/We might or could do if personally present and acting herein – hereby ratifying, allowing and confirm all and whatsoever my/our said Attorney and Agent shall lawfully do, or cause to be done, by virtue of these present.

SIGNED at WINDHOEK this 4th day of APRIL 2025

In the presence of the undersigned witnesses.

WITNESSES:

1. 



JANET NDALINOSHISHO HANGULA

2. 



JEREMY NICO NDIVAHOLE HANGULA



6 Regional News Legal Notices

IN THE High Court for the District of Windhoek... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION...

IN THE Magistrate Court for the District of Swakopmund... NOTICE TO CREDITORS IN DECEASED ESTATE... NOTICE TO CREDITORS IN DECEASED ESTATE...

NOTICE TO CREDITORS AND DEBTORS IN THE ESTATE OF THE LATE BRIAN MARTIN BANK OF ERIF... NOTICE TO CREDITORS AND DEBTORS IN THE ESTATE OF THE LATE BRIAN MARTIN BANK OF ERIF...

Regional News Legal Notices

IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION...

NOTICE TO CREDITORS IN DECEASED ESTATE... NOTICE TO CREDITORS IN DECEASED ESTATE... NOTICE TO CREDITORS IN DECEASED ESTATE...

NOTICE TO CREDITORS AND DEBTORS IN THE ESTATE OF THE LATE DAVID GOSGEMAN STR... NOTICE TO CREDITORS AND DEBTORS IN THE ESTATE OF THE LATE DAVID GOSGEMAN STR...

Regional News Legal Notices

IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION...

NOTICE TO CREDITORS IN DECEASED ESTATE... NOTICE TO CREDITORS IN DECEASED ESTATE... NOTICE TO CREDITORS IN DECEASED ESTATE...

NOTICE TO CREDITORS AND DEBTORS IN THE ESTATE OF THE LATE DAVID GOSGEMAN STR... NOTICE TO CREDITORS AND DEBTORS IN THE ESTATE OF THE LATE DAVID GOSGEMAN STR...

Regional News Legal Notices

NOTICE OF INTENTION... NOTICE OF INTENTION IN TERMS OF THE URBAN AND REGIONAL PLANNING ACT... NOTICE OF INTENTION IN TERMS OF THE URBAN AND REGIONAL PLANNING ACT...

IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION...

NOTICE TO CREDITORS IN DECEASED ESTATE... NOTICE TO CREDITORS IN DECEASED ESTATE... NOTICE TO CREDITORS IN DECEASED ESTATE...

Regional News Legal Notices

IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION...

IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION...

NOTICE TO CREDITORS IN DECEASED ESTATE... NOTICE TO CREDITORS IN DECEASED ESTATE... NOTICE TO CREDITORS IN DECEASED ESTATE...

Regional News Legal Notices

IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION...

IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION... IN THE High Court of Namibia... NOTICE OF SALE IN EXECUTION...

NOTICE TO CREDITORS IN DECEASED ESTATE... NOTICE TO CREDITORS IN DECEASED ESTATE... NOTICE TO CREDITORS IN DECEASED ESTATE...

Regional News Legal Notices

ESTATE OF THE LATE MARTHA MAGDALENA JACOBA BRECHER... ESTATE OF THE LATE MARTHA MAGDALENA JACOBA BRECHER...

ESTATE OF THE LATE ELIZABETH SHYMAH... ESTATE OF THE LATE ELIZABETH SHYMAH...

ESTATE OF THE LATE HILDEGARD KOLBERG... ESTATE OF THE LATE HILDEGARD KOLBERG...

Regional News Legal Notices

ESTATE OF THE LATE REINHARD WILCHENS... ESTATE OF THE LATE REINHARD WILCHENS...

ESTATE OF THE LATE MARGARET ANNELEISE JENSEN... ESTATE OF THE LATE MARGARET ANNELEISE JENSEN...

ESTATE OF THE LATE JOSEF COLMAN... ESTATE OF THE LATE JOSEF COLMAN...

Market Watch ON THE ADVERTER, SNAEL

Market Watch TO ADVERTISE CALL: Claretto 1 01 982 3106

WHAT IS MULTIPLE SCLEROSIS? A CHRONIC DISEASE OF THE BRAIN & CENTRAL NERVOUS SYSTEM OFFICE HOURS - MONDAY - FRIDAY, 09H00 - 17H00

FRIDAY 14 FEBRUARY 2025

Market Watch

Read it online Sun Absorber-Zelanga 5

Market Watch Kleinadvertisensies • Classifieds

SPERTYE: 13:00 TWE WERKSDAE VOOR PLASING
DEADLINES: 13:00 TWO WORKING DAYS PRIOR TO PLACEMENT

TEL: 061 297 2175 FAX: 061 239 638
EMAIL: classifieds@synergi.com.na

Geen advertensies sal telefonies aanvaar word nie.

No advertisements will be accepted telephonically.

INHOUDSOPGAWE	CONTENTS
001 Shortstelsels	001 Death Notices
002 In Memoriam	002 In Memoriam
003 Oorlede	003 With Gratitude
004 Verlede	004 Lost
005 Koningwagings	005 Notices
006 Personeel	006 Personal
007 Opleiding	007 Training
008 Betrekkings gewer	008 Employment Wanted
009 Vakansies	009 Vacancies
010 Spasale diens	010 Services
011 Geloofswaagings	011 Contributions
012 Eendoms	012 Properties
013 Oor te verk	013 Construction
014 Akkieswaagings	014 Accommodation
015 Te huur gewer	015 Wanted to Let
016 Kommerseel te huur gewer	016 Commercial Wanted to Let
017 Kommerseel te koop gewer	017 Commercial Property to Buy
018 Kommerseel te koop gewer	018 Commercial Property to Buy
019 Kommerseel te koop gewer	019 Commercial Property to Buy
020 Kommerseel te koop gewer	020 Comm. Property for Sale
021 Kommerseel te koop gewer	021 Death Wanted to Buy
022 Kommerseel te koop gewer	022 Death for Sale
023 Dier	023 Animals
024 Motorvoertuie en motor	024 Bicycles and Motorcycles
025 Motor	025 Vehicles
026 Vegetariesse en droewegens	026 Trucks and Trailers
027 Huur te koop gewer	027 Residential Prop. to Buy
028 Huur te koop gewer	028 Residential Prop. for Sale
029 Boshede	029 Businesses
030 Pleur te koop gewer	030 Farms Wanted to Buy
031 Pleur te koop	031 Farms for Sale
032 Pleur	032 Auctions
033 Erwe te koop gewer	033 Erwe Wanted to Buy
034 Erwe te koop	034 Erwe for Sale
035 Regulasieswagings	035 Legal Notices

Betrekkings gewer Employment Wanted

BAETE (59) Looking for any domestic farm work, gardening, taking care of animals or any farm duties. Please call 081-244872.

Vakansies Vacancies

WILLARD PHYSIOTHERAPY Join Our Team! We're seeking experienced and motivated Physiotherapists to join our dynamic team!
 Positions Available: 3x HPCMA Fully Registered Physiotherapists (Minimum 3 years post-graduate experience) & 1x HPCNA Fully Registered Physiotherapist (Completed Internship)
 Responsibilities: Clinical physiotherapy, interns supervision and supervision of subordinate staff. Call +254-81-4334130 or Email: recruitment@willard.co.ke
 Applicants to P O Box 3036, Windhoek, Namibia.

VACANCY: TARIKUS MAINTENANCE PRODUCTS

Are you an Assistant Buyer? Join us at Tarikus Maintenance Products Namibia (PTY) Ltd. Key Responsibilities: Purchase goods to maintain the company's stock levels. Manage specific inventory levels. Monitor prices, quality and delivery of products. Maintain effective communication with suppliers and customers.
 Requirements: Grade 12, 2 years procurement, ordering and merchandising experience. Excellent communication skills. Excellent negotiation skills. Excellent numerical skills. Computer literate: Outlook, Excel, Word, Power (Microsoft Office). Namibian citizenship. Namibian Drivers License (Code B).
 Remuneration: We offer competitive salaries, company medical aid and training. Applications closes 19 February 2025.
 All CV's to be forwarded to: hr@tarikus.com.na with subject line: Assistant Buyer or referred to 28 Zouk Street, Southern Industrial before or on the 19th February 2025. No late submissions will be considered. Only successful applicants will be notified.

Specialle diens Services

DO YOU NEED Readiness test done, police clearance, Registration for cars, bikes and trailers on the best price in town. Call 081-442291.

BETTER CASH LOAN

Do you need money? Better cash loans can help with a loan, same day approval. Call: 081-6529291

BIOLOGIX CLEANING SERVICES

For Residential, Industrial, deep cleaning, fumigation, HACCP. Call us for more of info. 081-8489338

5 SPECIALIST SERVICES

Building and Renovation • Brickwork • Plumbing • Fencing • Roof leaks, Blocked drains, Filling window frames, Locking keys, Showers, Pipes. Contact: 061377903

To Let To Let

POHORSKOP, EXTENSION 1st floor house, free-standing 3 bedroom house. Double garage, one bedroom flat, laundry room, lapa, electric fence. NE17 402 2nd month. Water and electricity included. Available from 1 April. Contact: 081-3039923.

BACHELOR flat

Bedroom, kitchen, shower, prepaid electricity. Opposite M&S. Call: 081-1433801/2612481.

WILSON

3x HPCMA Fully Registered Physiotherapists (Minimum 3 years post-graduate experience) & 1x HPCNA Fully Registered Physiotherapist (Completed Internship). Call: +254-81-4334130 or Email: recruitment@willard.co.ke

REMOOV U VERVOER

4.5 Sleeping on balcony, Ransel, die, truck, plaas (in Swakopmund), "Cross loader" night. Skool File: 081-466555.

Huur te koop Residential Prop. for Sale

ROCHLAND PARK, BAYEN COURT Spacious duplex 345 m², 2 bedrooms B.C., 8 m² loft, 1 bathroom and extra toilet, 1 garage, 48 m² backyard, living room - kitchen. NSI: 500 000.00 including transfers. Skool File: 081-400873.

Regulasieswagings Legal Notices

IN THE HIGH COURT OF NAMIBIA Main Division - Windhoek. Case Number: HC-MD-CIV-ACT-CO-20/02/05423

DEVELOPMENT BANK OF NAMIBIA LIMITED, Judgment Creditor and LEAP MANUFACTURING NAMIBIA (PTY) LTD is Judgment Debtor.

ALY SHANNINGWA, WED-HANNA ANGELA 2nd Judgment Debtor.

MANNA RESSING JONAH MATSWETO 3rd Judgment Debtor.

NOTICE OF SALE IN EXECUTION IN EXECUTION of order of the High Court of Namibia, given on 17 February 2023 in the abovesaid case, a judgment creditor, a judgment debtor and a judgment debtor.

NOTICE OF SALE IN EXECUTION IN EXECUTION of order of the High Court of Namibia, given on 17 February 2023 in the abovesaid case, a judgment creditor, a judgment debtor and a judgment debtor.

NOTICE OF SALE IN EXECUTION IN EXECUTION of order of the High Court of Namibia, given on 17 February 2023 in the abovesaid case, a judgment creditor, a judgment debtor and a judgment debtor.

NOTICE OF SALE IN EXECUTION IN EXECUTION of order of the High Court of Namibia, given on 17 February 2023 in the abovesaid case, a judgment creditor, a judgment debtor and a judgment debtor.

NOTICE OF SALE IN EXECUTION IN EXECUTION of order of the High Court of Namibia, given on 17 February 2023 in the abovesaid case, a judgment creditor, a judgment debtor and a judgment debtor.

NOTICE OF SALE IN EXECUTION IN EXECUTION of order of the High Court of Namibia, given on 17 February 2023 in the abovesaid case, a judgment creditor, a judgment debtor and a judgment debtor.

NOTICE OF SALE IN EXECUTION IN EXECUTION of order of the High Court of Namibia, given on 17 February 2023 in the abovesaid case, a judgment creditor, a judgment debtor and a judgment debtor.

NOTICE OF SALE IN EXECUTION IN EXECUTION of order of the High Court of Namibia, given on 17 February 2023 in the abovesaid case, a judgment creditor, a judgment debtor and a judgment debtor.

NOTICE OF SALE IN EXECUTION IN EXECUTION of order of the High Court of Namibia, given on 17 February 2023 in the abovesaid case, a judgment creditor, a judgment debtor and a judgment debtor.

NOTICE OF SALE IN EXECUTION IN EXECUTION of order of the High Court of Namibia, given on 17 February 2023 in the abovesaid case, a judgment creditor, a judgment debtor and a judgment debtor.

NOTICE OF SALE IN EXECUTION IN EXECUTION of order of the High Court of Namibia, given on 17 February 2023 in the abovesaid case, a judgment creditor, a judgment debtor and a judgment debtor.

NOTICE OF SALE IN EXECUTION IN EXECUTION of order of the High Court of Namibia, given on 17 February 2023 in the abovesaid case, a judgment creditor, a judgment debtor and a judgment debtor.

NOTICE OF SALE IN EXECUTION IN EXECUTION of order of the High Court of Namibia, given on 17 February 2023 in the abovesaid case, a judgment creditor, a judgment debtor and a judgment debtor.

Regulasieswagings Legal Notices

IN THE HIGH COURT OF NAMIBIA Main Division - Windhoek. Case No: HC-MD-CIV-ACT-CO-2023/00733

FIRST NATIONAL BANK OF NAMIBIA LTD, Plaintiff and **MBSA LTD**, Plaintiff and **YASSER ALFATHER SHANGANI**, Defendant.

APPLICANT'S SUPPORT OF APPLICATION FOR JUDGEMENT I, the undersigned, **GLIAN ANAN VAN NYK** do hereby make oath and say that:

1. I am a single female employed by the Applicant as Manager Collections and Recoveries, One Legal Division at Windhoek.

2. I am authorized to advise in this affidavit and to launch this Application for Judgment. The contents of this affidavit will be true and correct, unless the content indicates otherwise.

3. I am aware that the Applicant's legal counsel, which advice I believe to be true and correct.

3. On 30 April 2024 and at Windhoek the parties entered into a settlement agreement. A copy of the settlement agreement is annexed hereto marked "A".

4. In terms of the settlement agreement, the defendant is to:

4.1 settle the arrears (NSR 363.30) within 6 months from date of settlement and to make all payments inclusive of such instalments, interest costs and charges necessary to bring the account in good standing within 4 months.

4.2 continue to pay the ordinary monthly instalments, inclusive of interest costs and charges, on the monthly due dates at a rate of 15% per annum.

4.3 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

4.4 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

4.5 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

4.6 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

4.7 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

4.8 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

4.9 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

4.10 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

4.11 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

4.12 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

4.13 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

4.14 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

4.15 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

4.16 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

4.17 confirm that the settlement agreement is made an order of Court, as annexed hereto, marked "B".

Regulasieswagings Legal Notices

LIQUIDATION AND DISTRIBUTION ACCOUNTS IN DECEASED ESTATES (VRS FOR INSPECTION) in terms of section 25 (1) of Act 86 of 1965 notice is hereby given that copies of the liquidation and distribution accounts (final and final, unless otherwise stated) in the estates specified below will be open for the inspection of all persons interested therein for a period of 21 days (or longer, if specially stated) from the date specified or from the date of publication hereof, whichever may be the later, and at the offices of the Masters and Magistrates as stated. Should no objection thereto be lodged with the Masters concerned during the specified period, the executors will proceed to make payments in accordance with the accounts. Registered number of estate: E 1528/2022

SURNAME: GROENEWALD Christian name: **WILLEM JOHANNES**

Identify number: 36/016 0012 1 Last address: FARM PERRIE No. 345, OUSTO DISTRICT, Merriem in Commemoration of Property.

Christian names and surname of surviving spouse: **CHRISTINA ELIZABETH GROENEWALD**

Identify number: 410620 004 2 Description of account other than first and final: N/A

Period of inspection other than 21 days: N/A

Magistrate's Office: OUSTO, NAMIBIA

Master's Office: Windhoek and address: F A PRETORIUS & CO WINDHOEK P O BOX 31 TSWANE

Date: 6 FEBRUARY 2025 Tel: 061 - 222001

Notice for the Publication in the Government Gazette on 14 FEBRUARY 2025

NOTICE TO CREDITORS IN DECEASED ESTATES All persons having claims against the estates specified below are called upon to lodge their claims with the executors concerned within a period of 30 days (or otherwise as indicated) from the date of publication hereof.

Registered number of estate: E 25/2025

SURNAME: MOOLMAN First names: **ALETTA CHARBINA**

Date of birth: 21 SEPTEMBER 1935

Identify number: 350921 0007 0

Last address: 10 PROTIA STREET, WILVUSBAI, NAMIBIA

Date of death: 09 NOVEMBER 2024

Christian names and surname of surviving spouse: **NOT APPLICABLE**

First Name and Surname of Surviving Spouse: **WIDOWED**

Date of Birth: **NOT APPLICABLE**

Identify Number: **NOT APPLICABLE**

Name and (only one) address of a Valuer or a publicised agent: **F A PRETORIUS & CO P O BOX 31 TSWANE, NAMIBIA**

Period allowed for lodgment of claims if other than 30 days: **N/A**

Advertiser and address: **F A PRETORIUS & CO P O BOX 31 TSWANE**

Date: 06 FEBRUARY 2025 Tel: 061 - 222008

TODAY IS... VALENTINES DAY

Valentine's Day is celebrated on February 14. It is a festival of romantic love and many people give cards, letters, flowers or presents to their spouse or partner. They may also arrange a romantic meal in a restaurant or right in a hotel. Common symbols of Valentine's Day are hearts, red roses and Cupid.

Valentine's Day is celebrated on February 14. It is a festival of romantic love and many people give cards, letters, flowers or presents to their spouse or partner. They may also arrange a romantic meal in a restaurant or right in a hotel. Common symbols of Valentine's Day are hearts, red roses and Cupid.



(061) 208 0800/44

(061) 220 584

classifieds@nepc.com.na

Notice Notice Notice Notice Notice Notice Notice

TELEPHONE HARMONIC TOWN PLANNING CONSULTANTS CC, TOWN AND REGIONAL PLANNERS...

REZONING OF ERF NO. 1804B IN 'SINGLE RESIDENTIAL' WITH A DENSITY OF 1:500 TO 'GENERAL RESIDENTIAL' WITH A DENSITY OF 1:1000...

Consent to commence with the proposed development while the rezoning is in progress.

Further take notice that the plan of the erf for inspection on the town planning notice board at the Urban and Regional Planning Board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

PURCHASE OF A PORTION (C. 3495.00m²) OF THE REMAINDER OF REHOBOTH DEVELOPMENT NO. 302 INTO PORTION A AND REMAINDER; REZONING OF PORTION A FROM CONSENT INTERMEDIATE ZONE 2 TO 'GENERAL RESIDENTIAL'...

Take notice that DU TOU TOWN PLANNING CONSULTANTS, as applying on behalf of WLA Rehoboth Property CC, owners of Portion 99 of Rehoboth Development No. 302...

Completion of the application to purchase a portion of the Remainder of Rehoboth Development No. 302 into Portion A (2,347.00m²)...

Re-zoning of Portion A from 'intermediate zone 2' to 'general residential' with a density of 1:500...

Consent to use Portion A as a residential area (as per its supporting infrastructure) under the Agricultural Zoning Scheme.

Further take notice that the plan of the erf for inspection on the town planning notice board at the Urban and Regional Planning Board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

IN TERMS OF SECTION 20(7)(a) OF THE LOCAL AUTHORITIES ACT, 1992 (ACT NO. 22 OF 1992) AS AMENDED...

PERMANENT CLOSURE OF PORTIONS 8 TO 12 OF ERF 3900, OUTPAT EXT 13 AS PUBLIC OPEN SPACE...

REZONING OF PORTIONS 8 TO 12 OF ERF 3900, OUTPAT EXT 13 AS PUBLIC OPEN SPACE TO 'RESIDENTIAL' WITH A DENSITY OF 1:3000...

PERMANENT CLOSURE OF ERF 2073, OUTPAT EXT 20 AS PUBLIC OPEN SPACE...

REZONING OF PORTIONS 4 TO 6 AND THE REMAINDER OF ERF 2073, OUTPAT EXT 20 AS PUBLIC OPEN SPACE TO 'RESIDENTIAL' WITH A DENSITY OF 1:3000...

Further take notice that the plan of the erf for inspection on the town planning notice board at the Urban and Regional Planning Board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

NOTICE OF INTENTION IN TERMS OF THE URBAN AND REGIONAL PLANNING ACT OF 2018 (ACT 5 OF 2018) REZONING OF ERF 2060, SAKAKOOROND, EXTENSION 10, FROM 'SINGLE RESIDENTIAL' WITH A DENSITY OF 1:3000m² TO 'GENERAL RESIDENTIAL' WITH A DENSITY OF 1:500m²...

Please take notice that Van Der Westhuizen Town Planning and Property CC, on behalf of an owner, intends to apply to the Suburban Municipal Council for the rezoning of Erf 2060, Sakakoorond, Extension 10 into Portion A and Remainder.

Further take notice that the plan of the erf for inspection on the town planning notice board at the Urban and Regional Planning Board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

PUBLIC NOTICE Please take notice that Karama Town Planning and Development Specialists and Environmental Consultants has been appointed by the owner of Erf 1200, Keetmanshoop, to apply to the Urban and Regional Planning Board and to the Environmental Commission for the:

REZONING OF ERF 1200 KEETMANSHOOP FROM 'GENERAL RESIDENTIAL' WITH A DENSITY OF 1:100 TO 'BUSINESS ZONE 2' WITH A DENSITY OF 2.

in accordance with the Restructuring Zoning Scheme, Part 2, Section 2(5) of the Urban and Regional Planning Act No. 5 of 2014, the Environmental Management Act (No. 7 of 2007), and the Environmental Impact Assessment Regulations, 1994 (No. 14 of 1994), 2007, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025.

Further take notice that the plan of the erf for inspection on the town planning notice board at the Urban and Regional Planning Board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

Further take notice that any person objecting to the proposed rezoning of the erf for inspection on the town planning notice board...

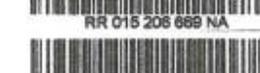
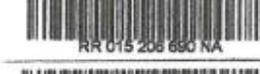
LIST OF REGISTERED ITEMS POSTED

ERF 2060



by VAN DER WESTHUIZEN TOWN PLANNING + PROPERTIES

nampost®

Sender's reference no.	Addressee's name and address	Registration no.
1	ERF 2061, SWK. EXT. NO 1. S.E. DE WET, P.O. BOX 8976 SWAKOPMUND	 RR 015 206 638 NA
2	ERF 2062, SWK EXT NO 1 AA + A CAMPBELL, P.O. BOX 3805 VINETA, SWAKOPMUND	 RR 015 206 841 NA
3	ERF 2058, SWK EXT NO 1 P.D. MOSTERT, P.O. BOX 3109, VINETA, SWAKOPMUND	 RR 015 206 855 NA
4	ERF 2059, SWK. EXT NO 1, D. DAUSAB, P.O. BOX 322 KARIBIB	 RR 015 206 669 NA
5	ERF 2074, SWK. EXT. NO 1 JM BREYER, P.O. BOX 3282, VINETA, SWAKOPMUND	 RR 015 206 872 NA
6	ERF 2069, SWK. EXT NO 1 G.E. SMIT, P.O. BOX 395, SWAKOPMUND	 RR 015 206 666 NA
7	ERF 1968, SWK EXT NO 1 SWAKOPMUND PRIMARY SCHOOL (MINIS) OR P. BAG 5024, SWAKOPMUND	 RR 015 206 660 NA
8	ERF 2070, SWK EXT NO 1 E. HARADOES, P.O. BOX 6103, VINETA, SWAKOPMUND	 RR 015 206 708 NA
9	ERF 2071, SWK EXT NO 1 FM SCHAFFER, P.O. BOX 130, SWAKOPMUND	 RR 015 206 712 NA

Number of items 9 Received by MS Date-stamp

No compensation will be considered unless enquiry regarding this postal article is made within one year after the date of posting.

P1/185



24

Government Gazette 1 November 2024

8494

No. 697

2024

REZONING OF ERF 2060, SWAKOPMUND EXTENSION 1

In terms of the Urban and Regional Planning Act, 2018, **Van Der Westhuizen Town Planning and Properties CC**, on behalf of the registered owner of Erf 2060, Swakopmund Extension 1, intends to apply to the Swakopmund Municipal Council and intends on applying to the Urban and Regional Planning Board (URPB) for the following:

- **Rezoning of Erf 2060, Swakopmund Extension 1, from “single residential” with a density of 1:900 to “single residential” with a density of 1:300; and**
- **Subsequent subdivision into Portion A and Remainder.**

Erf 2060, currently measures approximately 960m² in extent and is located along Scultetus Street in Swakopmund Extension 1. It is the intention to rezone the property and subdivide the property into two portions of 480m² for the construction of residential dwellings on the individual portions. The property currently accommodates an existing structure that is being used for residential purposes.

In terms of the Urban and Regional Planning Act, 2018 it is thus required to apply to both the Swakopmund Municipal Council and the Ministry of Urban and Rural Development for approval of such intentions.

Take note that –

- (a) the plan of the erf can be inspected at the Public Notice Board of the Swakopmund Municipality located on the Corner of Hakotoka Street and Daniel Kamho Avenue.
- (b) any person having objections to the proposed rezoning or who wants to comment thereon, may lodge such objections and comments, together with the grounds thereof, in writing to the Municipality of Swakopmund and the applicant within 14 days of the last publication of this notice.

Be advice that the written objection must be forwarded within the prescribed time as required by the Urban and Regional Planning Act, 2018. Such written objection or comment must therefore be submitted by no later than **17h00 on 15 November 2024**.

Applicant: Van Der Westhuizen Town Planning and Properties CC
P.O. Box 1598, Swakopmund, Namibia
Contact Persons: A van der Westhuizen
Cell: 0811224661
Email: andrew@vdwtp.com

No. 698

2024

REZONING OF FARM HOF HOLSTEIN NO. 232 AND PORTION 64 OF
FARM NO. 163, SWAKOPMUND

In terms of the Urban and Regional Planning Act, 2018, **Van Der Westhuizen Town Planning and Properties CC**, on behalf of the registered owners of Farm Hof Holstein No. 232 and Portion 64 of Farm No. 163, Swakopmund, intends to apply to the Swakopmund Municipal Council and intends on applying to the Urban and Regional Planning Board (URPB) for the following:

- **Rezoning of Farm Hof Holstein No. 232 from “special”, for the purpose of a butchery and agriculture, to “agriculture”;**

11.1.17

APPLICATION FOR THE SUBDIVISION OF ERF 7041, SWAKOPMUND, EXTENSION 26 INTO PORTION A AND REMAINDER

(C/M 2025/06/26 - E 7041)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **8.10** page **100** refers.

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

1. Purpose

The purpose of this submission is for Council to consider the resubmission of the application for the subdivision of Erf 7041, Swakopmund Extension 26 into Portion A and Remainder. The item served before the Management Committee as Item No. 10.15 on the 17th October 2024 and was referred back. No reasons were specified, it is against this background that it is being resubmitted.

2. Introduction and Background

The main purpose of the submission is to execute the Council Resolution Number C/M 2022/02/24 - 7041, to subdivide Erf 7041, Swakopmund Extension 26, into two portions.

Council at its meeting held on the 24th February 2022, under item No. 11.1.3, resolved the following:

(a) That the Council decision passed on 24th February 2022 under item 11.1.3 be revoked and that Erf 7041, Mondesa be subdivided into two portions before the public invitation of proposals for the purpose of early childhood development/education.

It is important to note that the Erf in question is not legally registered in Mondesa as per aforementioned Council resolution but is part of Swakopmund Extension 26. The ownership of Erf 7041, Swakopmund Extension 26 vests in the Municipal Council of Swakopmund in terms of Certificate of Consolidated Title No. 5701/2016.

3. Zoning, Locality and Size

Erf 7041, Swakopmund Extension 26 is zoned "Institutional" and is located along Dawid Meroro Street. The Erf measures 4566m² in extent. The locality plan is attached as **Annexure A**.

4. Access, Municipal Services and Parking

Erf 7041, Swakopmund Extension 26 has dual access being along Dawid Meroro Street and Andimba Toivo ya Toivo Avenue. Given the proposed subdivision, one portion will obtain access from Dawid Meroro Street and the Remainder Erf 7041, Swakopmund Extension 26 will obtain access from Andimba Toivo ya Toivo Avenue. Swakopmund Extension 26 is serviced, the newly created erven will therefore have access to municipal services and parking will be provided on the site in accordance with the provisions of the Swakopmund Zoning Scheme.

5. Public consultation

In terms of Section 107 and Regulation 10 (4) of the Urban and Regional Planning Act, neighbouring landowners must be notified in writing of the intent to make an application contemplated in section 105 (e) of the Act. Neighbouring property owners were informed in writing, no Objections were received. (see **Annexure B**)

6. **Proposed Subdivision**

Council at its meeting held on 24th February 2022 took a decision to subdivide Erf 7041, Swakopmund Extension 26 into two portions for the purposes of the establishment of early childhood development centres. Once the subdivision is complete, a public invitation will be sent out for the submission of proposals. This decision of Council stems from an overwhelming interest expressed in the Erf. The proposed subdivision will have the following effect.

Portion No.	Size	Zoning
<i>Portion A</i>	<i>2802 m²</i>	<i>Institutional</i>
<i>REM/ 7041</i>	<i>1764 m²</i>	<i>Institutional</i>
Total	4566m²	

7. **Conditions to be registered**

It is recommended that the conditions registered against Erf 7041, Swakopmund Extension 26 be retained and that the following conditions be registered against newly created Portion A.

- (i) *The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018);*
- (ii) *The building value of the building to be erected on the erf shall be at least two times the municipal valuation of the erf.*

8. **Conclusion**

The subdivision of Erf 7041, Swakopmund Extension 26 into Portion A and Remainder is submitted in fulfilment of a Council directive and is recommended for approval.

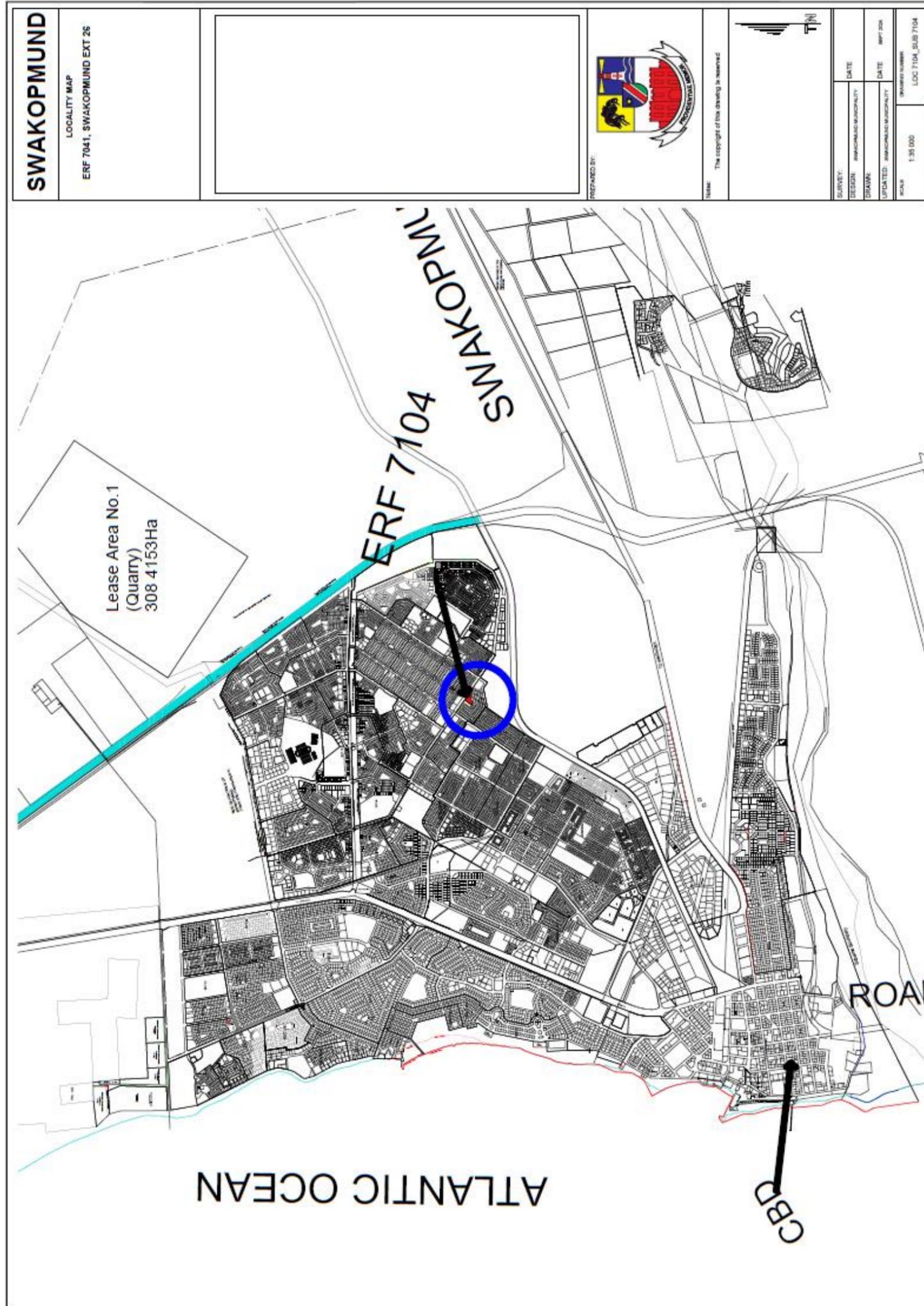
B. After the matter was considered, the following was:-

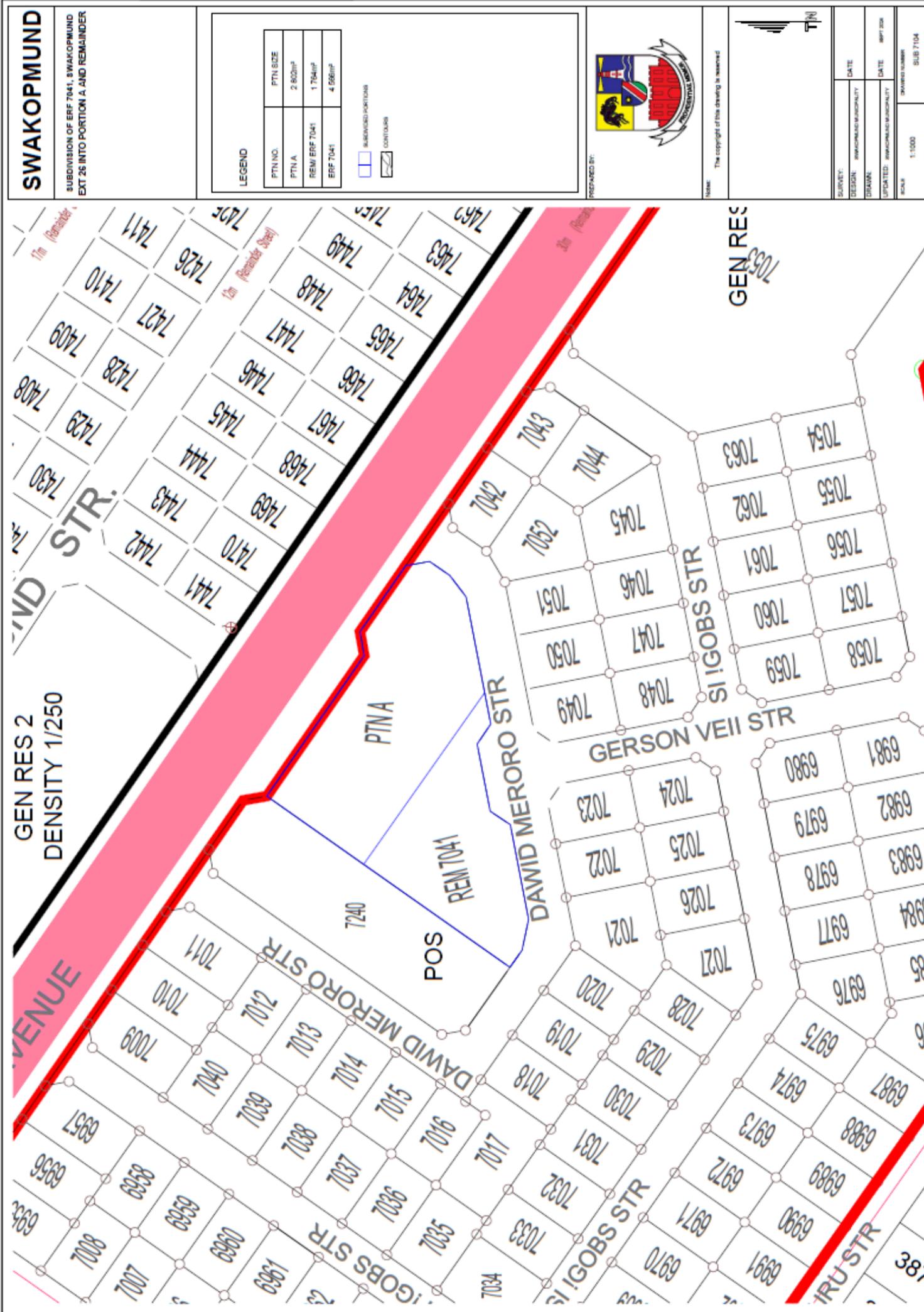
RECOMMENDED:

- (a) That Erf 7041, Swakopmund Extension 26 be subdivided into Portion A and Remainder .
- (b) That the subdivision will have the following effect:

Portion No.		Zoning
Portion A	2802 m ²	Institutional
REM/ 7041	1764 m ²	Institutional
Total	4566m ²	

- (c) That the conditions registered against Erf 7041, Swakopmund Extension 26 be retained and that the following conditions be registered against newly created Portion A.
- (i) *The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Swakopmund Zoning Scheme prepared and approved in terms of the Urban and Regional Planning Act, 2018 (Act 5 of 2018).*
- (ii) *The building value of the building to be erected on the erf shall be at least two times the municipal valuation of the erf.*
- (d) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme and no parking on street reserve; shall be tolerated.
-





LIST OF REGISTERED ITEMS POSTED



ANNEXURE B

by Swakopmund Municipality - 17 June 2025

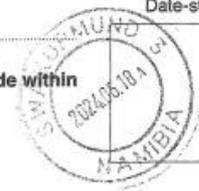
Sender's reference no.	Addressee's name and address	Registration no.
1	Guido-Aos Eva Box 4932 Windhoek	RR 015 068 273 NA
2	Khosimang Colton Thembu Box 3525 Windhoek	RR 015 068 242 NA
3	Filias Petrus Nginanye Box 2747 Swakopmund	RR 015 068 256 NA
4	Naukushu Tuuliteb Ndzundz Box 8057 Swakopmund	RR 015 068 267 NA
5	Clete de Wet Famauch Box 4834 Swakopmund	RR 015 068 344 NA
6	Nybas Morillo Swakopmund Box 1510	RR 015 068 335 NA
7	Kaulowa Augusta Box 5063 Mondesa	RR 015 068 305 NA
8	So-Oaseb Diana Box 305 Usakos	RR 015 068 287 NA
9	Fritze & Quelle Box 309 Swakopmund	RR 015 068 327 NA

studio print 20054

Number of items 9 Received by [Signature]

Date-stamp

No compensation will be considered unless enquiry regarding this postal article is made within one year after the date of posting.



**40/40 (CREDIT-LINK) HOUSING PROJECT: THE ALLOCATION OF ERF 1399,
EXT.7 MATUTURA TO A FIRST TIME PROPERTY OWNER**

(C/M 2025/06/26 - E 1399 M)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **8.12** page **114** refers.

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

1. PURPOSE

This submission requests approval for the allocation of Erf 1399, Matutura, Extension 7, to **Ms. Wilhelmine Naapoye lithete** and repealing of point (h) under item 11.1.12 of Council resolution of **28 November 2024**.

2. BACKGROUND

In 2019, Erf 1399, Matutura, Extension 7, was initially allocated to Ms. Geraldine and Mr. Mario Max Van Wyk under the 40/40 (Credit-Link) Housing Project. Embamba Investment CC was appointed as the contractor, and a building contract was signed on **September 19, 2019**, followed by a deed of donation on **October 2, 2019**.

Construction was only supposed to commence after property registration and final home loan approval, however Mr & Mrs Van Wyk failed to secure funding, preventing registration. Despite this, Embamba Investment CC began construction and completed the foundation level. Embamba Investment CC informed Council of the funding default on **March 19, 2020**, and requested a new beneficiary.

This has been an ongoing matter, with several clients from the Master Waiting List declining the erf, including Mr. Vilho N. Shitumbapo, who was allocated the erf but rejected by Embamba Investment CC due to their plan's higher value. Ultimately, due to persistent challenges in identifying a suitable beneficiary from the Master Waiting List, the issue was tabled to Council on **28 November 2024**, under item 11.1.12 and was resolved as follows:

- (a) *That Council takes note that Erf 1399, Matutura, Extension 7 is part of the 40/40 housing project and was allocated to Embamba Investment CC to construct a house for an applicant on the Master Waiting List as per the project criteria.*
- (b) *That Council takes note that Embamba Investment CC has constructed a foundation while the property has not been transferred and there has been no prospective buyer from the Master Waiting List since 2019.*
- (c) *That Council approves the deviation from its condition of sale in respect of the 40/40 project for the sale of Erf 1399, Matutura, Extension 7 developed by Embamba Investment CC to a first-time homeowner even though they are not on the Master Waiting List.*
- (d) *That the Engineering and Planning Services Department inspects the site to determine whether the foundation is safe for construction.*
- (e) *That Council requests its valuator to determine the market price of the property at the cost of the contractor.*
- (f) *That the contractor provides an interested purchaser who is a first-time property owner and a resident of Swakopmund to submit a pre-approval from a registered*

financial institution with a qualifying amount equivalent to or more than the purchase price.

- (g) *That after the valuation is obtained, the property be advertised in accordance with section 63(2) of the Local Authorities Act, Act 23 of 1992, as amended, at the cost of Embamba Investment CC.*
- (h) *That Embamba Investment CC be responsible for paying the current value of the land to Council to reinvest in the development of low-cost housing programmes.*
- (i) *That the purchaser takes note that there is a foundation on Erf 1399, Matutura, Extension 7.*
- (j) *That Council is not liable for the improvements of the house constructed on Erf 1399, Matutura, and that it be sold voetstoots (as is).*

On **28 January 2025**, a meeting was held between municipal officials and Embamba Investment CC to discuss the Council resolution passed on **28 November 2024**. At the meeting, it was requested of Embamba Investment CC to submit a pre-approval of a prospective client who is a first-time homeowner and who resides in Swakopmund. Minutes of the meeting is attached as "**Annexure A**".

3. DISCUSSION

On 01 April 2025 Embamba Investment brought forth a client. The proposed client, **Ms. Wilhelmine Naapopye lithete** is a first-time homeowner and a resident of Swakopmund, meeting the Council's stipulated criteria. **Ms lithete** has secured a pre-approval for an amount sufficient to cover the purchase, improvements, and associated costs attached as "**Annexure B**". For the sake of transparency, the contract between Embamba Investment CC and **Ms lithete** was submitted and is attached as "**Annexure C**". The beneficiary is aware that the property will be sold "voetstoots" (as is), and the Council is not liable for any improvements made to the property.

4. PROPOSAL

This submission proposes the allocation of Erf 1399, Matutura, Extension 7, to **Ms. Wilhelmine Naapopye lithete**. This proposal is grounded in **Ms. lithete**'s full compliance with the Council's requirements, the provision of all necessary documentation, and her demonstrated financial readiness to proceed with the purchase and subsequent development.

As requested by Council, a market valuation was sourced to determine the market value of Erf 1399. According to SBN Property Investments report, "**Annexure F**", the current land value for Erf 1399, Matutura, Ext 7 is **N\$296,100.00**, and this amount is **428.75 %** above the Municipal Valuation Roll value (N\$56 000.00). Selling the land at market value (N\$296,100.00) would be unfair and unjust to the purchaser, **Ms. lithete**.

It is crucial for Council to consider that this erf was initially allocated as a donation under a low-cost housing initiative (40/40 Credit-Link Project). Furthermore, **Ms. lithete** is a low- to middle-income individual whose loan capacity does not exceed N\$700,000.00. Therefore, the amount pre-approved by her bank will not enable her to acquire the land at market value and construct a house, which would significantly delay the finalization of this outstanding and overdue matter.

It is proposed that Council approves the sale of Erf 1399 at the Municipal Valuation Roll value of **N\$56,000.00**. This approach still allows Council to recover the development cost and reinvest these funds, bringing a swift and fair resolution to a process that has been ongoing for years.

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

RECOMMENDED:

- (a) That Council approves the allocation and subsequent sale of Erf 1399, Matutura, Extension 7 "Voetstoots" (as is), including the existing foundation, to Ms. Wilhelmine Naapopye lithete, subject to the following conditions:

No	NAME	Erf No	Size	Purchase Price
1.	Ms. Wilhelmine Naapopye lithete	1399	315	NAD 56 000.00

- (i) That Council approves the draft Deed of Sale, attached as Annexure "D"
- (ii) That Council enters into a Deed of Sale agreement directly with Ms. Wilhelmine Naapopye lithete for the total purchase price of the property, which will be the agreed-upon price between Ms. lithete and Embamba Investment CC, encompassing the value of the land (N\$56,000.00) and the cost of the new construction.
- (iii) That the Deed of Sale explicitly states that the full purchase price shall be paid by Ms. Wilhelmine Naapopye lithete directly to Council's designated bank account.
- (iv) That the Council's Finance Department establishes a clear procedure to monitor and ensure the timely receipt of the N\$ 56 000.00 from the purchaser upon confirmation of the transfer of the property to Ms. lithete.
- (b) That point (h) of the Council Resolution of November 28, 2024, stating that Embamba Investment CC be responsible for paying the current value of the land to Council be repealed.
- (c) That Council approves the Municipal valuation roll value of N\$56 000.00 payable by the purchaser, Ms. lithete.
- (d) That Embamba Investment CC will be responsible for paying the advert cost of N\$11 286.40 (Annexure E) in accordance with point (g) of Council resolution of November 28, 2025; however, the amount is subject to change. Following approval of the proposal, fresh quotations will be requested from the two Newspapers.
- (e) That all other conditions of the Council resolution of 28 November 2024 under item 11.1.12, not in direct conflict with these recommendations, remain in full force and effect.
-



MINUTES

Of Embamba Investment CC (Erf 1399, Matutura, Ext. 7) meeting held on **Tuesday, 28 January 2025, 09h00** in the **Human Capital Boardroom**, Main Municipal Office Building.

PRESENT:

Mr M Kruger	-	Manager: Properties and Housing (Chairperson)
Ms B Ramos Viegas	-	Corporate Officer: Housing
Mr N Ndeikonghola	-	Admin Officer: Human Settlement
Mr M Siteketa	-	Embamba Investment
Ms A Nduuvundi	-	Human Settlement Clerk (Secretary)

OPENING AND WELCOMING

The meeting started at **09h00**.

The meeting began after a welcoming of all present officials by Mr Kruger.

Mr Siteketa gave a brief background of the 40/40 (credit-link) project and how it resulted to the current situation of Embamba Investment CC improving disposing Erf 1399, Matutura, Ext. 7.

With reference to the Council resolution passed on **28 November 2024** under item 11.1.12, Mr Siteketa confirmed to be concerned about the expenses to be incurred if an independent valuator is appointed to determine the market value of Erf 1399, Matutura, Ext. 7.

During the discussion, Mr Kruger interpreted the Council resolution that Embamba Investment CC pays Council the current valuation of Erf 1399, Matutura according to the Municipal Valuation Roll (gazette price). It was further requested that Embamba Investment CC submit a pre-approval of a prospective client who is a first-time homeowner and who resides in Swakopmund.

Mr Siteketa raised a discussion point outside the agenda regarding the implementation of remedies that could enable the 40/40 contractors to recoup money that was lost during the previous years of attempting to construct houses under the project. Mr Kruger requested that he submit a separate formal application regarding the matter.

The meeting was concluded that matters discussed in the meeting will be communicated to Embamba Investment CC in an official letter.

The meeting adjourned at **09:28**


Mahne Kruger
Manager: Properties & Housing
/asn





ANNEXURE B

**RESIDENTIAL PURCHASE AND CONSTRUCTION
AGREEMENT**

THIS AGREEMENT is between

Embamba Investments CC (Contractor/Seller),

Registration number: 2012/1737

Herein represented by: Magnus M. Siteketa

ID/PASSPORT: P1153363, P.O.BOX 1529, Swakopmund

081 300 7641

magnus@namlink.net

And

WILHELMINE NAAPOPYE IITHETE (Client/Purchaser)

ID/PASSPORT: 950905 00 387

State Hospital Flats, Rakotoka Street, Swakopmund

Marital status: Single

+264 81 695 5172

**Project Description/Details: Erf 1399, Erf Size: 315 Square meters; Extension 7,
Matutura, Swakopmund, Namibia**

Construction of a Two Bedroom House, Each Room with Ensuite, Open Plan Kitchen with Sitting Room on Erf 1399, Erf Size:315 Square Meters; Extension 7, Matutura, Swakopmund. As per plan provided by client.

Price/Cost Price: N\$ 600 000.00 (Six Zero Zero Zero Zero Zero Dot Zero Zero Namibia Dollars) Include of Erf, Standard Material and Labour.

The Contractor and Client agree as set follows:

1) Contract Documents.

The terms of this contract include the conditions of this contract and by reference the provisions in the other documents specifically house plan and quotation. The terms of this agreement shall prevail over any conflicting provisions in the documents incorporated by reference. If a conflict exists between the plans and the specifications, the specifications shall govern.

2) The Work.

Unless otherwise specifically noted, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of building of the property as per description above. The work shall be done in conformance with the plans and specifications

approved by the Local Municipal Council. These plans and specifications are attached to this contract and incorporated into it as Plan D.

Contractor shall not be responsible for the following work: off-site utility connections; installation or construction of walks, pavements, or curbing; installation of cable television wiring; and any other work not described in the Plans and Specifications.

3) Financing.

This contract is contingent upon client obtaining a construction loan in the amount as per the quotation issued by Embamba Investments cc for the construction of the residence as per plans and specifications. All fees and expenses of obtaining a loan including all commissions, title charges, legal fees, mortgage bonds, credit etc. shall be borne by the client.

Embamba Investments cc is not required to begin construction until client provide a written notice from the lender/bank that client have secured the loan. If client cannot obtain financing within sixty (60) days from the date of this contract, either party has seven (7) days thereafter to elect to terminate this contract by giving written notice to the other party. If the client has aided any fees to the contractor, it will be forfeited.

4) Contract Price.

The client agrees to pay the total contract price for all labor and materials furnished and work performed by the contractor, including taxes, etc. total payable by the client to the contractor is N\$ 600 000.00 (Six Zero Zero Zero Zero Zero Dot Zero Zero Namibia Dollars. This price is for material and labor.

5) Payments.

The contract price will be paid as follows:

- a) Based on applications for payment submitted by Contractor, Client shall make progress payments toward the contract price in accordance with the Construction schedule of the work completed and certified by client's finance lender. Client will pay the cost of each inspection for each request.
- b) Client agree to make the progress payments within five (5) days of certification by bank / finance lender. Payments due and unpaid shall bear interest at the rate of 10 % per month payable to constructor from the date the payment is due. If the client(s) fail to pay (or cause to be paid) Contractor within seven (7) days of the date the payment is due through no fault of contractor, Contractor may stop the work. Contractor may keep the job idle until such time the payments due to contractor are paid in full.

6) Acceptance, Final Payment, and Occupancy.

Upon receipt of written notice that the work is ready for final inspection and acceptance, Client will promptly inspect the work. When the Work receives a certificate of occupancy, client will promptly pay (or cause to be paid) the balance due.

7) Commencement

The work will begin promptly after the client has obtained the financing referred to above, any other contingencies are cleared, all permits have been issued and Client provide contractor with a title report containing a correct statement of (a) the recorded legal title to the property on which the residence is to be built and (b) clients' interest therein at the time of the signing of this contract.

For any delays not the responsibility of the Contractor, the contract price shall increase by the difference, if any, in Contractor's costs occasioned by such delay.

8) Permits, Fees, and Tests.

Client shall be responsible for all other fees and permits including any impact fees and connection fees. If necessary, Client agree to assist Contractor in obtaining any such permits and licenses by completing all necessary applications and forms. Client shall be responsible for obtaining these approvals and paying for any fees connected with them.

9) Taxes.

Client shall pay all real property taxes and taxes imposed upon the improvements on the residence when they are due.

10) Change Orders.

- a) Client may, from time to time, order changes in the work which will be authorized by a written Change Order. Client shall pay the reasonable cost of any such changes including overhead.
- b) In the event the Contractor is required by the Client to perform additional work for which the amount of compensation is not previously agreed upon, the Contractor shall prepare and submit to the Client a proposal describing the estimated quantities and cost involved. The Contractor shall keep accurate, detailed and itemized records of the costs of any such change and shall report such costs to the Client. The Contractor shall furnish to the Client all documents required by the Client, to evidence the expenditures of the Contractor as a result of such change.
- c) Contractor is not responsible for unknown conditions that cannot be observed in a non-destructive inspection of the premises or conditions that differ materially from those (a) indicated or referred to in the contract documents or (b) ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract.

11) Clients Obligations.

Client shall (a) furnish all surveys describing the physical characteristics, and utility locations for the residence and (b) secure and pay for easements necessary for the completion of the work. Client shall furnish information and services under their control to Contractor promptly to avoid delay.

Client warrants that the property upon which the residence is to be built conforms to all zoning, planning, environmental, and other building requirements. Client warrants that all utilities necessary for the completion of the construction (work) are to the property line.

- 12) **Supervision.** Client agree that the supervision of the work performed under this Agreement is under the exclusive direction of the Contractor, and Contractor shall have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work. Client shall not interfere with the work, nor cause additional work to be carried on without the written consent of the Contractor. All of the work shall be done by the Contractor or subcontractors in direct contract with the Contractor.
- 13) **Disputes.**
Should any dispute arise relative to the performance of this contract that the parties cannot satisfactorily resolve, the parties agree that the dispute shall be resolved by binding arbitration award. The party demanding arbitration shall give written notice to the opposite party of the intention and parties shall proceed to appoint such arbitrator. Each party shall pay its own legal or arbitration cost(s). In no event, however, shall a written notice of demand for arbitration be given after the date on which a legal action concerning the matter in dispute would be barred by the appropriate statute of limitations. The losing party shall pay all the legal cost on attorney own client scale to the successful party.
- 14) **Termination.**
This Contract terminates on client's failure to obtain financing, failure to continue financing. Client will forfeit any progress payment, prepayments and plot should the contract terminate due to fault(s) by the client.
- 15) **Warranties.**
a) Contractor agrees to promptly make good, without cost to Client, any and all defects due to faulty workmanship and/or materials which may appear within three (3) months from the date of completion and acceptance of the work by Client.
b) This limited warranty is the only express warranty provided by contractor. Implied warranties, including (but not limited to) warranties of merchantability, fitness for a particular purpose, habitability, and good workmanship are disclaimed and limited to this warranty.
- 16) **Representations.**
This Agreement constitutes the entire agreement between Client and Contractor, and supersedes all prior negotiations, representations, understandings and agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Contractor. Client acknowledge that Contractor has made no guarantees, warranties, understandings, nor representations (nor have any been made by any representatives of Contractor) that are not included in the contract documents. However, the agreement regarding demolishing costs of existing structure on the Erf and visitor's toilet shall be as per oral agreement.
- 17) **Miscellaneous.**
Until Client make the final payment and take possession, Client agree that Contractor shall have the right to place signs on or about the property and to show the residence to other prospective clients and customers, lease the property, retain it temporarily/permanent or take possession of it until the client has paid the full amount as per the contract price above or sell the

property if the none-payment persists beyond six (6) months from date of demand for payment.

- 18) **Governing Law and Assignment.**
This contract will be construed, interpreted, and applied according to the Namibian Law(s). This contract shall not be assigned without the written consent of all parties.
- 19) **The Conveyancer:** The Client shall elected conveyancer of choice or as assigned otherwise.
- 20) All terms, words and phrases contained herein will be interpreted according to the Contractor / Sellers opinion of their true meaning and Contra proferentem shall not apply.
- 21) **Effective Date and Signature.**
This contract shall become effective on the day and date of signature by both parties.

We the undersigned, have read, understand and agree to each/every term, the provisions and true meaning of this contract.

Client Name: Wilhemine Naapoove lithete

Signed at : Swakopmund

Signature : _____

Date : _____

Contractor : Embamba Investments CC

Signed at : WINDHOEK

Signature : 

Date : 15 APRIL 2025

WILHEMINE NAAPOOVE LITHETE

This upfront bond is provisionally granted subject to the following terms:

1. It is valid for a maximum of 90 (ninety) calendar days from date of issue where after this Upfront Bond will automatically expire and cease to be of any effect.
2. It does not constitute a guarantee that the final bond will be approved, and this provisional upfront bond is granted strictly at FNB's discretion.
3. This Upfront Bond does not constitute a loan to the customer by FNB.
4. Final approval of the Home Loan facility will be subject to interest rate fluctuations and is based on the premise that the customer's credit position remains unchanged and there are no material differences, which in the opinion of FNB would adversely affect this upfront bond.
5. It is subject to an assessment being conducted on the property and the property meeting FNB's lending requirements.
6. It is subject to the Loan-to-Value Regulations issued by the Bank of Namibia.
7. Financing in respect of Home Loan applications is subject to professional fees (i.e., attorney's fees) in respect of transfer costs, bond registration costs and other administrative and regulatory fees and charges. These costs are calculated based on the purchase price of the property and are regulated by law. In the event a customer requires an estimate of these fees/costs, please contact a Home Loan consultant in this respect.
8. The Upfront Bond is based on your credit profile and takes into consideration all the customer's existing credit agreements and other financial commitments, including any existing Home Loan facilities.
9. On submission of the Home Loan application forms, this Upfront Bond must accompany the Offer to Purchase.
10. FNB at its sole discretion, reserves the right to revoke this Upfront Bond at any time should it deem it necessary and appropriate.
11. A deposit of N\$ 0,00 is required against the purchase price of N\$ 654 000,00. It is important to note that the deposit may vary depending on the property and value thereof.
12. The provisional Upfront Bond is personal to the customer named herein above and neither negotiable nor transferable.
13. FNB will only issue (1) one Upfront Bond certificate at a time and any additional Upfront Bond's (if any) will replace and nullify this upfront bond certificate.

We trust that this certificate will enable house hunting with confidence.

Yours sincerely,

FNB Mortgage Loans

Board of Directors: ON Shikongo (Chairperson), SL Balobon*, J Coetzee, C Dempsey (Chief Executive), LO Kapene, MJ Lubbe**, IN Neshand, LP Smit, E van Zyl

* South African and Irish

** South African with Namibian Permanent Residence

Company Secretary: N Makamba

First National Bank of Namibia Limited, Reg. No. 2002/0180

Quotation Print

http://192.168.1.10/adbooking/quotationprint_nam.aspx?compcode=T

PUBLICATION TYPE		ISSUE DATE	COLOR	SIZE	PRICE	AMOUNT
MAIN BODY		09/05/2025	COLOR	19 x 2	76.00	2,888
MAIN BODY		16/05/2025	COLOR	19 x 2	76.00	2,888
					SUM	5,776.00
					VAT (15%)	866.40
					TO PAY (N\$)	6,642.40

SIGNATURE _____ DATE _____

Please sign to accept Quotation and return together with Printing Order or Copy Instruction.

Condition of Acceptance
 Deadline for booking, payment and material is 12h00 noon - 2 days prior to Publication
 The Namibian reserves the right to levy an administration fee of N\$ 1,000 if the client information (Name and contact details) is not correct on the signed off quotation.

Cancellation: Deadline is 16h00, 2 days prior to Publication and after deadline, subject to 100% penalty.
 The Namibian reserves the right to fill such space as it deems fit.
 The Namibian reserves the right to refuse the placement of any advertisement.

If paying directly into our bank account, please Fax the Tear off to the number below.

Account Name	The Free Press Of Namibia(Pty) Ltd	Quotation Nr.	ADVQ250002009
Bank	Standard Bank	Quotation Date	04/29/2025
Branch	Windhoek	Tel. No.	061 279 650
Account Number	041 427 688	Amount Due	6,642.40
Branch Code	08 2372 00	Amount Paid	
Fax	26461 229206		

Account Name	The Free Press Of Namibia(Pty) Ltd t/a The Namibian	Bank Name	NEDBANK
Account Code	11990028631	Branch	Business Center
Branch Code	461617	Swift	NEDSNANX

namib times

SERVING THE COASTAL COMMUNITY SINCE 1958

Tel: 064 - 205854 / 064 - 461866 / Fax: 064 - 204813 / 064 - 461824 / Website: www.namibtimes.net

30 April 2025

Municipality of Swakopmund

Att: Lucia Kaulinge

RE: QUOTE FOR NOTICE 32/2025

Herewith a quote for your notice advert in the Namib Times of Friday 9 and Friday 16 May 2025

Advert - 18 cm x 2 col. (7 cm) = NS 2 322-00 per issue

Total for two issues = NS 4 644-00

Please note that our prices are VAT inclusive.

Thank you very much

Kind regards

Mikkie Kriel

NAMIB TIMES MARKETING

CELL: 081-286 9519

Tel: 064-205854

mikkie@namibtimes.net



MUNICIPALITY OF SWAKOPMUND

**INTENTION TO SELL ERF 1399, EXT 7,
MATUTURA TO MS WILHELMINE NAAPOPYE
IITHETE**

Notice is hereby given in terms of the provisions of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended, that the Municipal Council of Swakopmund intends to sell a single residential erf to a 1st time homeowner residing in Swakopmund as per item 11.1.12 of the Council meeting held on **28 November 2024**.

Below is an applicant that wishes to purchase Erf 1399, Matutura, Ext 7:

Total No.	Erf No.	Erf Size (m2)	Erf Price per m2	Erf Price	Name & Surname
1	1399	313	N\$ 150.00	N\$ 56 000.00	Wilhelmine Naapoye Iithete

Full particulars of the above transaction will lie for inspection at the Municipal Head Office situated at the corner of Rakotoka Street and Daniel Kamho Avenue, Swakopmund, Room B1 - 28A (**Mr Nikolas Ndeikonghola**), first floor, between 10:00 - 16:00 weekdays (Monday - Friday).

Any person objecting to the proposed sale, may lodge such objection in writing, duly motivated, to the Chief Executive Officer, not later than **19 May 2025**.

Please take note that **NO** objections via e-mail will be accepted. Objections must be made by delivering a hard copy to the office of the Chief Executive Officer and supplying a return postal address and telephone number.

Enquiries: Mr N Ndeikonghola
-G:
nndeikonghola@swkmun.com.na
☎: 064-410 4232

NOTICE NO: 32/2025

Aifeus Benjamin
Chief Executive Officer



**VALUATION REPORT
FOR
ERF 1399, MATUTURA EXTENSION 7
MARTHA GURIRAS STREET
SWAKOPMUND**



HAVING UNDERTAKEN EXTENSIVE MARKET RESEARCH:

WE HAVE DELIBERATED THE ESTIMATED MARKET VALUE "UPON COMPLETION" FOR ERF 1399 MATUTURA EXTENSION 7 TO BE **N\$800,000.00 (NINE HUNDRED AND TEN THOUSAND NAMIBIAN DOLLARS)** AND THE ESTIMATED MARKET VALUE "AS IS" FOR ERF 1399 MATUTURA EXTENSION 7 SWAKOPMUND TO BE **N\$40,000.00 (FORTY THOUSAND NAMIBIAN DOLLARS)**.

19 May 2025

Mr. BEFREE. N SHOOMBE (Sworn Appraiser/Valuer)

BACHELOR OF PROPERTY STUDIES HONOURS NQF: 8 (Namibia University of Science and Technology)

Er1 7259, Glimm Street, Windhoek | P.O Box 10642 Khomasdal, Namibia
C +264 81 3600814 E sbnpropinvestments@gmail.com

Registration no: cc/2015/15506 Income Tax no: 7119220-01-1 VAT no: 7119220-01-5



1.0 INSTRUCTION

We have been instructed by the Municipality of Swakopmund to provide an "As Is" & "Upon Completion" market valuation for Erf 1399 Matutura Ext. 7 Swakopmund.

2.0 DATE OF VALUATION

19 May 2025

3.0 DESCRIPTION OF PROPERTY

- Erf No: Erf 1399, Matutura Swakopmund
- Extension: 7
- Erf size: 315sqm
- Zoning: Single Residential
- Street Name: Martha Guriras

3.1 Improvement sizes:
Main Dwelling: 75m²
Veranda: 3m²

4.0 DESCRIPTION OF IMPROVEMENTS

The subject property is currently under construction, with only the excavation and foundation work completed to date.

5.0 DETAILS OF IMPROVEMENTS

Main dwelling:

Upon completion, the main dwelling will consist of a spacious lounge area, a fully equipped kitchen, three (3) well-proportioned bedrooms, and two (2) bathrooms. One of the bathrooms will be en-suite, offering private access from the master bedroom for added convenience and comfort. Additionally, the dwelling will feature an attached veranda, providing a functional outdoor space.

The property is currently still under-construction, with an estimated completion progress of 5%.

6.0 SALES COMPARISON

COMPARABLE SALES - IMPROVEMENTS											
Erf No.	Erf Size (m ²)	Suburb	Improvements (m ²)				Purchase Price N\$	Date of Sale	Sales Rate(N\$)/m ²	Price movement	
			Total	Main Dwelling	Garage	Ver					O/B
336	400	MATUTURA	154	112	42	0	0	1,285,000.00	06-Mar-23	8,344.16	0.00
294	480	MATUTURA	136	118	18	0	0	1,040,000.00	27-Mar-23	7,794.12	-0.07
600	593	MATUTURA	100	79	21	0	0	950,000.00	05-Jun-23	5,500.00	0.18
38	387	MATUTURA	87	66	21	9	0	912,000.00	27-May-24	10,482.76	0.09
35	375	MATUTURA	92	71	21	0	0	916,795.63	11-Nov-24	9,965.17	-0.05

7.0 VALUATION

	19-May-25	Erf 336	Erf 294	Erf 600	Erf 38	Erf 35
Suburb	Subject	MATUTURA	MATUTURA	MATUTURA	MATUTURA	MATUTURA
Purchase Price N\$	7	1,285,000.00	1,060,000.00	950,000.00	912,000.00	916,795.63
Date Sold		06/03/2023	27/03/2023	05/06/2023	27/05/2024	11/11/2024
Property Rights Conveyed	Freehold	Freehold	Freehold	Freehold	Freehold	Freehold
Financing	Standard	Standard	Standard	Standard	Standard	Standard
Distance to Subject						
Months Since Sale		26.83	26.13	23.80	11.90	6.30
Time Adjusted for Price N\$		-57,468.06	-46,168.89	-37,683.33	-18,088.00	-9,626.35
Erf Size (m ²)	315	400	400	593	387	375
Erf Size price adjustment N\$		-79,900.00	-79,900.00	-261,320.00	-67,680.00	-56,400.00
Location	Good	Good	Good	Good	Good	Good
Location Adjustment		-	-	-	-	-
Quality of Construction	Good	Good	Good	Good	Good	Good
Dwelling Size m ²	75	112.00	118.00	79.00	66.00	71.00
Dwelling Size Adjustment		-259,000.00	-301,000.00	-28,000.00	63,000.00	28,000.00
Family Room	-	-	-	-	-	-
Adjustment	-	-	-	-	-	-
Bedrooms	-	-	-	-	-	-
Bedrooms Adjustment	-	-	-	-	-	-
Bathroom (1=1pce);	-	-	-	-	-	-
Adjustment	-	-	-	-	-	-
Garage (1=Single;2=Double)	No	Yes	Yes	Yes	Yes	Yes
		-159,600.00	-68,400.00	-79,800.00	-79,800.00	-79,800.00
Carport (1=Single;2=Double)	No	No	No	No	No	No
		-	-	-	-	-
Veranda	Yes	No	No	No	No	No
	3.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
Interior Condition	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD
		-	-	-	-	-
Exterior Condition	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD
		-	-	-	-	-
Ancillary Improvements: Swimming pool	No	No	No	No	No	No
Total Adjustments N\$		-549,968.06	-489,468.89	-400,803.33	-96,568.00	-111,826.35
Adjusted Purchase Price N\$		735,031.94	570,531.11	549,196.67	815,432.00	804,969.28
Adjusted Price N\$/m ²		1,837.58	1,426.33	926.13	2,107.06	2,146.58
Value of Subject Property N\$		804,969.28				
Rounded N\$		800,000.00				
MOST COMPARABLE:		COMP #5				
ADJUSTED MARKET RATE:		800,000.00				
FORCE SALE VALUE @ 80%		640,000.00				



MARKET VALUE

Market value is defined as “the estimated amount for which a property would exchange on the date of valuation between a willing buyer and a willing seller in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeable, prudently and without compulsion”.

Market value considers comparable sales, quality of construction, state of repair, location, surrounding properties, municipal service (water, sewage, etc.) and municipal amenity (tarred roads, streetlights, etc.).



B.0 PROGRESS COMPLETION CHART (BANK WINDHOEK TEMPLATE)

Average %	Buildings	Date of Inspection: 19/05/2025		
		Actual Progress:	%	%
4	Excavations, Rebar & Footings		4	
5	Foundation Brickwork, Backfill & DPC		1	
2	Surface Beds & Elec Tubing (plugs)		0	
7	Brickwork Cill Height		0	
9	Brickwork Lintel Height		0	
1	Door Frames		0	
5	Brickwork Complete		0	
8	Roof Timbers Complete		0	
1	Electrical Tubing (lights)		0	
2	Water Pipes		0	
5	Plastering Complete		0	
5	Roof Covering Complete		0	
1.5	Geyser		0	
1	Electrical Wiring		0	
3	Ceilings Complete		0	
3	Painting		0	
3	Window Frames		0	
1	Glazing		0	
4	Internal Carpentry		0	
3	Sanitary Fittings (Bathtubs, wc's & hwb's)		0	
4	Floor Coverings		0	
3	Wall Tiling		0	
2	Drainage Trenches & Piping		0	
1	Coupling of all Pipes & Fittings		0	
1.5	Taps & Final Fixtures		0	
9	Kitchen Units & Bic's		0	
1	Electrical Fittings		0	
External/Site Works				
3	Fencing		0	
2	Site Cleaning, Leveling & Compacting		0	
100%		TOTAL % OF WORK	5	

AN ESTIMATED COMPLETION PROGRESS OF 5% HAS BEEN ESTABLISHED AND WILL BE USED TO DETERMINE THE "AS IS" MARKET & INSURABLE VALUE.



9.0 INSURABLE VALUE

DESCRIPTION	SIZE (M ²)	RATE (N\$)/M ²	TOTAL/N\$
DWELLING	75	7,000.00	525,000.00
VERANDA	3	2,000.00	6,000.00
DIAMOND MESH FENCING	71	250.00	17,750.00
SUBTOTAL			548,750.00
LAND CLEARANCE FEES	6%		32,925.00
PROFESSIONAL FEES	16%		87,800.00
TOTAL REPLACEMENT COST			669,475.00
LESS: DEPRECIATION	0%		-
INSURABLE VALUE "UPON COMPLETION"			669,475.00
INSURABLE VALUE "AS IS" @ 5%			33,473.75
LAND VALUE	315	940	296,100.00

10.0 OPINION OF VALUE

We hereby certify that the estimated "AS IS" market value @ 5% of Erf 1399, Matutura Ext. 7 Swakopmund to be **N\$40,000.00 (FORTY THOUSAND NAMIBIAN DOLLARS)**.

We hereby certify that the estimated "UPON COMPLETION" market value Erf 1399, Matutura Ext. 7 Swakopmund to be **N\$800,000.00 (NINE HUNDRED AND TEN THOUSAND NAMIBIAN DOLLARS)**.

SBN Property Investments cc

Befree. N Shoombe (Sworn Appraiser/Valuer)
Managing Director



11.0 CERTIFICATION

I, Befree N Shoombe, the undersigned, I hold a Bachelor of Property Studies Honours NQF: 8, obtain from the National University of Science and Technology

I hereby certify (in accordance with the Uniform standards of professional Appraisal Practice (c) 1988 by the Appraisal Foundation) to at least the following:

1. That I have personally valued the subject property.
2. That I have no present or contemplated future interest in the real estate that is the subject matter of this appraisal report.
3. That I have no personal interest, or bias with respect to the subject matter of this appraisal report or with the parties involved.
4. That to the best of my knowledge as a valuer belief the statements of fact contained in this appraisal report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct.
5. We have not viewed the title deed, and no servitudes and encumbrances have been taken into consideration.

ASSUMPTIONS AND LIMITING CONDITIONS

The Certification that appears in this valuation report is subject to the following conditions:

1. This report is prepared at the request of the client and for the specific use referred to herein. It is not reasonable for any other party to rely on this report without first obtaining written authorization from the author. Liability to any person other than the client, designated intended users and those who obtain written consent is expressly denied and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on this report. Diligence by all intended users is assumed.
2. Because market conditions, including economic, social and political factors, change rapidly and, on occasion, without warning, the market value estimate expressed as of the date of this valuation cannot be relied upon as of any other date except with further advice from the author confirmed in writing.
3. The Valuer will not be responsible for matters of a legal nature that affect either the property being valued or the title to it. The Valuer assumes that the title is good and marketable and free and clear of all encumbrances including leases, unless otherwise noted in this report.

Et 7239, Grimm Street, Windhoek | P.O Box 10642 Khomasdal, Namibia
C +264 81 3400814 E sbrnpropinvestments@gmail.com

Registration no: cc/2015/15306 Income Tax no: 7119220-01-1 VAT no: 7119220-01-5



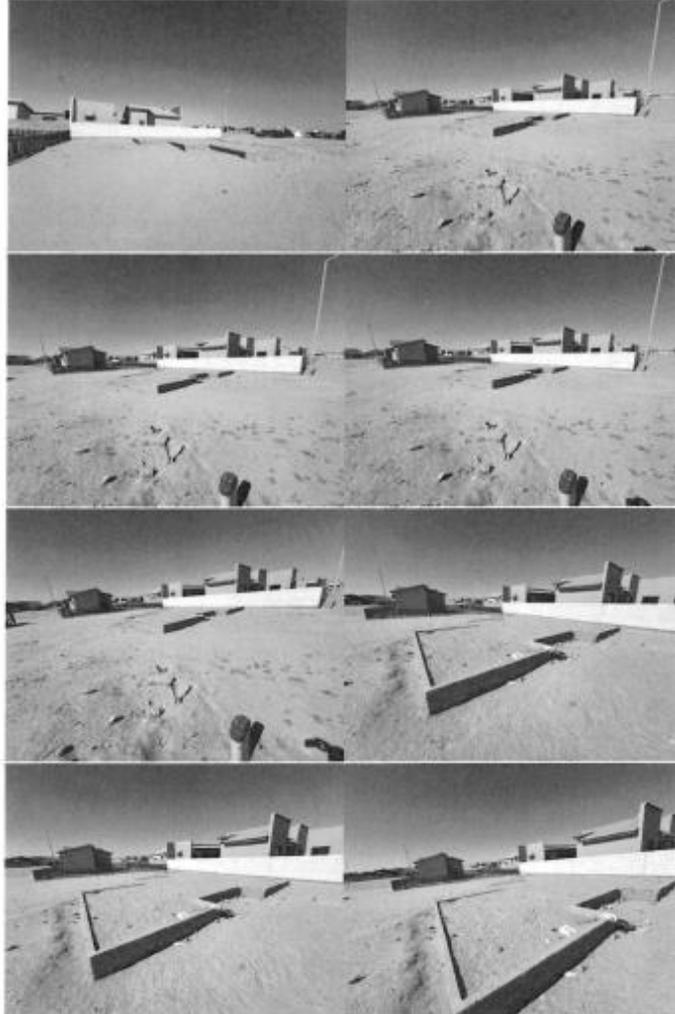
4. Unless otherwise stated in this report, the Valuer has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical and other operating systems, its foundation, etc.) or adverse environmental conditions that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the valuation.
5. The Valuer obtained information, estimates and opinions that were used in the preparation of this report from sources considered to be reliable and accurate and believe them to be true and correct. The Valuer does not assume responsibility for the accuracy of items that were furnished by other parties.
6. The contents of this valuation report are confidential and will not be disclosed by the author.
7. Written consent from the author, if applicable, must be obtained before any part of the valuation report can be used for any purpose by anyone except the client and other intended users identified in the report. Written consent and approval must also be obtained before the valuation report (or any part of it) can be altered or conveyed to other parties.

Erf 7259, Grimm Street, Windhoek | P.O. Box 10642 Khomasdal, Namibia
C +264 81 3600814 | sbnpropertyinvestments@gmail.com

Registration no: cc/2015/15506 Income tax no: 7119220-01-1 VAT no: 7119220-01-5



12.0 FIGURES: IMAGES OF PROPERTY



Erf 7259, Grimm Street, Windhoek | P.O Box 10642 Khomasdal, Namibia
C +264 81 3600814 | sbnpropertyinvestments@gmail.com

Registration no: cc/2015/15506 Income Tax no: 7119220-01-1 VAT no: 7119220-01-5



13. LOCALITY MAP



Er1 7259, Gërmm Street, Windhoek | P.O Box 10642 Khomasdal, Namibia
C +264 81 3400814 | enpropertyinvestments@gmail.com

Registration no: cc/2015/15506 Income Tax no: 7119220-01-1 VAT no: 7119220-01-5

**CHANGE OF THE NAME OF THE ENTITY PURCHASING ERF 9239,
SWAKOPMUND**

(C/M 2025/06/26 - E 1608, E2805, E9239, 9240)

Ordinary Management Committee Meeting of 17 June 2025, Addendum **8.11** page **106** refers.

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

The purpose of the submission is to inform Council of the change of name of the entity from Haida & Haida CC to Haida & Haida (PTY) Ltd as purchaser of Erf 9239, Swakopmund (Extension 7).

A letter dated **23 April 2025** has been received from Haida & Haida (PTY) Ltd informing Council of the conversion of their close corporation (CC) into a private company (PTY) currently known as Haida & Haida (PTY) Ltd. Due to a conversion of its legal structure, ownership of Erf 9239, Swakopmund must be registered in the amended entity, Haida & Haida (PTY) Ltd.

In their letter, they also confirmed acceptance of Council resolution passed on on **01 April 2025** under item 11.1.4.

Attachments:

- Annexure "A"** : Letter from Haida & Haida (PTY) Ltd dated 23 April 2025
Annexure "B" : Copy of amended company registration document
Annexure "C" : A map indicating the location of Erf 9239, Swakopmund

2.**Background**

- 2.1 In 2011, Messrs Haida & Haida CC (trading as Gregs Motor Spares) applied to purchase a portion of Rakotoka Street (currently known as Erf 9239) measuring $\pm 1\,241\text{m}^2$ with the intention of consolidating the portion with their Erf 1608, Swakopmund for expansion of their business operations. Their application was approved by Council on **25 October 2012** under item 11.1.6.
- 2.2 Subsequent to the above resolution, the sale was advertised as per Notice 47/2014 in terms of Section 63 (2) (b) of the Local Authorities Act, Act 23 of 1992, as amended and no objection was received. Prior to the amendment of the Local Authorities Act of 2019, no ministerial approval was required for a Part 1 Municipality for sale of land if no objections were received.
- 2.3 Since no Ministerial approval was required, Haida & Haida CC paid the purchase price in the amount of N\$ 863 425.75 to Council. Although Haida & Haida CC settled the purchase price, Council was unable to finalize the deed of sale as the property description and the size of the property were not determinable at the time without having surveying diagrams in place.
- 2.4 Various legal and surveying processes were completed between 2012 and 2019, including subdivision, closure, consolidation (merging Erf 9239 with Haida & Haida CC's existing Erf 1608 into a new Erf 9240), and environmental assessments. Due to the surveying, the actual size of Erf

9239 was found to be larger than initially estimated (1449m² instead of 1241m²). The purchase price was recalculated based on the adjusted size, taking into account a right of way servitude. Haida & Haida CC had overpaid based on the initial estimate, and a refund is due pending the transfer.

2.5 Following is the latest Council resolution passed on **01 April 2025**, under item 11.1.4:

- "(a) That Council takes note that the statutory process for the subdivision of the Remainder of Erf 2805 (Rakotoka Street) into Erf 9239, Swakopmund and RE/Erf 2805 and consolidation thereof with Erf 1608, Swakopmund into Erf 9240 has been finalized and the diagrams are approved.*
- (b) That Council takes note that the correct size of Erf 9239, Swakopmund measures 1 449m² and not 1 241m² as it was estimated and approved by Council on 25 October 2012 under item 11.1.6.*
- (c) That Council approves the purchase price of Erf 9239, Swakopmund calculated as follows: 1 449m² less (the size for the right of way servitude) 312.16m² (1 136.84m² x N\$ 605/m² = N\$ 687 788.20 + 15 VAT% (N\$ 103 168.23) = N\$ 790 956.43.*
- (d) That Council takes note that the purchaser paid an amount of N\$ 863 425.75 in respect of the estimated size of the erf resulting in an over payment of N\$ 72 469.32 which amount be refunded to Haida & Haida CC.*
- (e) That a deed of sale for the sale of Erf 9239, Swakopmund be compiled and signed by and between Swakopmund Municipal Council and Haida & Haida CC.*
- (f) That permission be granted to register the consolidated Erf 9240, Extension 7, Swakopmund in the Deeds Office simultaneously with the transfer of Erf 9239, Swakopmund to Haida & Haida CC.*
- (g) That the following conditions be registered against the consolidated Erf 9240, Swakopmund, Extension 7:*
- (i) a 6 metre wide right of way servitude be surveyed and registered over Erf 9240 Swakopmund, Extension 7 in favour of Erf 2819, Swakopmund, Extension 7; and*
- (ii) a 7 metre wide services servitude be surveyed and registered over Erf 9240, Swakopmund, Extension 7 in favour of the Local Authority."*

2.6 The above resolution was conveyed to Haida & Haida CC and they were informed to confirm acceptance the resolution before Council can proceed with the sale agreement and finalise the transfer of ownership of Erf 9239, Swakopmund in the name of Haida & Haida CC.

3. Current Situation

Haida & Haida CC has converted its legal structure to a private company, now named Haida & Haida (PTY) Ltd. They have requested that the sale of Erf 9239, Swakopmund be registered in the name of the new entity. They also confirmed acceptance of the previous Council resolution. Council needs to formally acknowledge and approve the name change to proceed with the sale agreement and facilitate the registration of Erf 9239, Swakopmund (Extension 7) in the name of Haida & Haida (PTY) Ltd.

4. Proposal

It is therefore proposed that Council considers the amendment of the entity name that purchase Erf 9239, Swakopmund to read Haida & Haida (PTY. Due to amendments to the Local Authorities Act, Act 23 of 1992, during 2019, Council now requires ministerial approval from the Minister of Urban and Rural Development to proceed with the sale of Erf 9239, Swakopmund, even if no objections were received during the initial advertisement.

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

RECOMMENDED:

- (a) That Council accepts and approves the change of name from Haida & Haida Close Corporation into Haida & Haida (PTY) Ltd as the purchaser of Erf 9239, Swakopmund (Extension 7).**
 - (b) That all Council's resolutions passed regarding the sale of Erf 9239, Swakopmund (Extension 7) be amended to substitute the name Haida & Haida Close Corporation with Haida & Haida (PTY) Ltd throughout.**
 - (c) That all other conditions of the resolutions remain the same.**
 - (d) That permission be obtained from the Minister of Urban and Rural Development as required in terms of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended for Council to proceed with the sale of Erf 9239, Swakopmund (Extension 7) to Haida & Haida (PTY) Ltd.**
-

HAIDA AND HAIDA (PTY) LTD

Reg. No. 2015/1299

P.O.BOX 9811
Eros
Windhoek
Namibia

Tel: 061 334 800

Date: 23 April 2025

Municipality of Swakopmund
P. O. Box 53
Swakopmund
Namibia

Attention: Ms. M Sheehama

Reference

E1608,E 2805,9239 & E9240

Dear Madam

REVIEW OF SALE OF ERF 9239, SWAKOPMUND, EXTENSION 7

The above matter refers.

Your letter dated **02 April 2025**.

We have familiarised ourselves with the conditions and confirm acceptance of the below:

a) That a deed of sale for the sale of Erf 9239, Swakopmund be compiled and signed by and between Swakopmund Municipal Council and Haida & Haida (Pty)Ltd.

Haida & Haida was a close corporation, but the close corporation was converted into a company on 30 November 2015.For ease of reference please find CM46 attached to this letter.

b) Permission is hereby granted to register the consolidated Erf 9240, Extension 7, Swakopmund in the Deeds Office simultaneously with the transfer of Erf 9239, Swakopmund to Haida & Haida (Pty)Ltd.

c) That the following conditions be registered against the consolidated Erf 9240, Swakopmund, Extension 7:

(i) a 6 metre wide right of way servitude be surveyed and registered over Erf 9240 Swakopmund, Extension 7 in favour of Erf 2819, Swakopmund, Extension 7; and

(ii) a 7 metre wide service servitude be surveyed and registered over erf 9240, Swakopmund, Extension 7 in favour of Local Authority.

Yours sincerely



Mr Aubrey V Bock

Director

Contact no: +264 61 334 800

Haida and Haida (Pty) Ltd.
T +264(0)61 334 800 F +264(0)61 217 271
PO Box 22284, Windhoek, Namibia
Reg No. 2015/1299
Director: Allan C. Ho, Aubrey V Bock

Form CM 46

REPUBLIC OF NAMIBIA
COMPANIES ACT 2004
(Section 180) (Regulation 38(1))
(to be lodged in duplicate)

CERTIFICATE TO COMMENCE BUSINESS

Registration Number of Company
20151299

I hereby certify that:

HAIDA AND HAIDA (PROPRIETARY) LIMITED

which was incorporated on the 30 day of NOVEMBER of the year 2015

has complied with the requirements of section 180 of the Companies Act, 2004, and is with effect from this day entitled to commence business.

Signed and sealed at WINDHOEK this 30 day of NOVEMBER of the year 2015

The above named Company has been converted from a Close Corporation:
HAIDA AND HAIDA CC - CC/95/00995



Seal of the Companies Registration Office

[Signature]
Registrar of Companies

This certificate is not valid unless sealed by the Seal of the Companies Registration Office.

EACH YEAR FINANCIAL YEAR ENDS ON
LAST DAY OF February



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

Ref No: E 1608, E 2805, 9239 & E 9240

Enquiries: Ms M Sheehama

02 April 2025

Haida & Haida (PTY)
P O Box 9811
EROS
WINDHOEK
10009

opsmanager@gregsmotorspares.com

Attention: Mr Dirk Kotze

Dear Sir

REVIEW OF THE SALE OF ERF 9239, SWAKOPMUND, EXTENSION 7

The above matter refers.

Your letter dated **04 March 2024** requesting an adjustment on the purchase price to exclude the surface area covering the servitudes was discussed by Council on **01 April 2025** and the following was resolved under item 11.1.4:

- "(a) That Council takes note that the statutory process for the subdivision of the Remainder of Erf 2805 (Rakotoka Street) into Erf 9239, Swakopmund and RE/Erf 2805 and consolidation thereof with Erf 1608, Swakopmund into Erf 9240 has been finalized and the diagrams are approved.
- (b) That Council takes note that the correct size of Erf 9239, Swakopmund measures 1 449m² and not 1 241m² as it was estimated and approved by Council on 25 October 2012 under item 11.1.6.
- (c) That Council approves the purchase price of Erf 9239, Swakopmund calculated as follows: 1 449m² less (the size for the right of way servitude) 312.16m² (1 136.84m² x N\$ 605/m² = N\$ 687 788.20 + 15 VAT% (N\$ 103 168.23) = N\$ 790 956.43.
- (d) That Council takes note that the purchaser paid an amount of N\$ 863 425.75 in respect of the estimated size of the erf resulting in an over payment of N\$ 72 469.32 which amount be refunded to Haida & Haida CC.
- (e) That a deed of sale for the sale of Erf 9239, Swakopmund be compiled and signed by and between Swakopmund Municipal Council and Haida & Haida CC.



- (f) That permission be granted to register the consolidated Erf 9240, Extension 7, Swakopmund in the Deeds Office simultaneously with the transfer of Erf 9239, Swakopmund to Haida & Haida CC.
- (g) That the following conditions be registered against the consolidated Erf 9240, Swakopmund, Extension 7:
- (i) a 6 metre wide right of way servitude be surveyed and registered over Erf 9240 Swakopmund, Extension 7 in favour of Erf 2819, Swakopmund, Extension 7; and
 - (ii) a 7 metre wide services servitude be surveyed and registered over Erf 9240, Swakopmund, Extension 7 in favour of the Local Authority."

Please familiarize yourself with the above conditions and confirm acceptance of the conditions in writing on / before, **Friday, 25 April 2025**, once acceptance confirmation is received a deed of sale will be compiled and forwarded to you for signing.

With reference to point (d) above, please take note that Council will refund you the amount of **N\$ 72 469.32** upon the finalization of the transfer of Erf 9239, Swakopmund to Haida & Haida CC.

Should you have any further enquiries, please do not hesitate to contact Ms M Sheehama at ☎ 064-4104213 or ✉ msheehama@swkmun.com.na.

Yours faithfully


Mpsai Haingura
General Manager: Corporate Services & Human Capital

/ms 
 Copy: GM: Finance



ANNEXURE "C"

A map indicating the location of the portion of land now known as Erf 9239, Swk



APPROVED  for SURVEYOR-GENERAL		No. A23/2018				
SIDES metres	ANGLES OF DIRECTION	Constants		CO-ORDINATES Y System, Lc. 22/15 X		Designation
A	38.06	223.43.50	AB	+48 017.86	+74 139.29	2f
B	14.14	273.48.50	BC	+47 989.22	+74 114.24	2e
C	21.04	336.51.30	CD	+47 975.10	+74 115.18	3e
D	49.69	48.50.00	DE	+47 966.83	+74 134.53	1608x
E	31.09	154.01.00	EA	+48 004.25	+74 167.22	1c
			⊕	+47 318.71	+74 057.04	RM40
			⊖	+47 483.77	+73 876.17	RM41

Servitude Note

- The line ABC represents the northern and north eastern boundaries of a 6m wide right of way servitude as shown
- The line DE represents the southern boundaries of a 7m wide services servitude as shown



T N

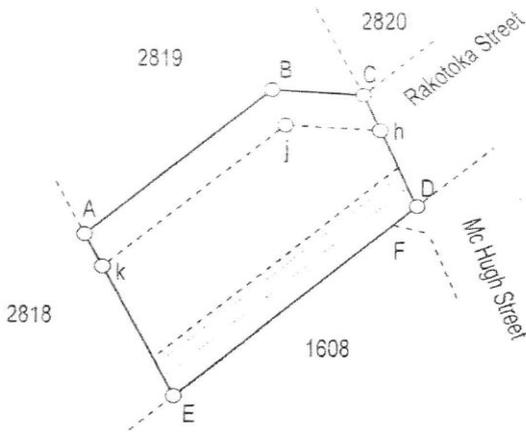
SCALE 1 : 1000

Description of beacons :

A,B,C,E15mm iron peg in cement

F,G16mm iron peg

DMark on manhole



The figure A B C D E
represents 1419 square metres of land being

ERF 9239 (a Portion of the Remainder of Erf 2805) Swakopmund Extension 7

Situate in the Municipal Area of Swakopmund
Registratior Division G, Erongo Region, Namibia

Surveyed in December 2017 by me


C.G. Pieterse
 Land Surveyor

This diagram s annexed to No. d.d Registrar of deeds	The original diagram is Transfer/Grant	S.R. No..E11/2018 Gen. Plan No.: Noting Plan: MD-6CA/Y2 File No.: Sw.A/7
---	---	---