

NOTE

***** Pages 1104 - 1382 and attached hereto** should be read with the agenda of the monthly meeting of the Municipal Council of Windhoek, scheduled to be held on **Thursday, 30 October 2025 at 17:30**, rescheduled to be held on **Thursday, 6 November 2025 at 17:30**, in the new Council Chambers, Windhoek.

Compiled by: Ms MF Gous

20 March 2018

Our Reference: WHK/284/KK

The Chief Executive Officer
Department of Urban and Transport Planning
Municipality of Windhoek
PO Box 59
WINDHOEK



Attention: Ms. S. Hamayulu

RE.: SUBDIVISION AND CLOSURE OF A PORTION OF ERF RE/333, KLEINE KUPPE & CONSOLIDATION WITH ERF 284, KLEINE KUPPE

Urban Green cc has been appointed by the owners of Erf 284, No. 52, Okondeka Street, Kleine Kuppe to apply with the Windhoek City Council for the:

- **Subdivision of a portion of Erf Re/333, Kleine Kuppe (Public Open Space) into Erf A/333 and the Remainder of Erf RE/333, Kleine Kuppe (POS);**
- **Subsequent closure of Erf A/333, Kleine Kuppe as a Public Open Space;**
- ✓ ◦ **Purchase of Erf A/333, Kleine Kuppe from the Windhoek City Council; and**
- **Consolidation of Erf A/333, Kleine Kuppe with Erf 284, Kleine Kuppe into Consolidated Erf B, Kleine Kuppe**

as motivated below.

It is the intention of the owner to obtain a portion of the neighbouring Erf Re/333 (POS) for purpose of correcting the status quo, i.e. as-built boundary extends into Erf Re/333 (POS), as explained in the application below. No additional builds are intended.

1. STATUS QUO

1.1 Locality & Size

Erf 284, No. 52, Kleine Kuppe is located in Okondeka Street, situated in the south western parts of the Kleine Kuppe Township, located to the south east of the larger Windhoek (Appendix A). Erf Re/333 is located to the south and south-west adjacent to Erf 284, Kleine Kuppe (Appendix A).

Erf 284 measures 943m² in extent, while Erf Re/333 is 5,392m² in extend (Appendix B).

1.2 Zoning, Use & Buildings

In accordance with the Windhoek Town Planning Scheme, Erf 284, Kleine Kuppe is zoned for 'residential' purpose with a density of 1:500, while Erf Re/333, Kleine Kuppe is reserved as a public open space (Appendix C).

Erf 284, Kleine Kuppe accommodates two main dwelling units (house), registered as a sectional title development, as approved by the City of Windhoek (Appendix D).

Erf Re/333, Kleine Kuppe is by its purpose (i.e. accommodating a natural storm water channel) vacant and undeveloped (Appendix E). The mentioned public open space does not accommodate any public play parks.

1.3 Municipal Services

All municipal services (water, electricity, sewerage, waste removal, storm water) are existing.

1.4 Access & Street Network

Access to Erf 284, Kleine Kuppe is obtained from Okondeka Street, situated to the eastern side, which is again linked with Sesriem Street (Appendix F).

The larger area is serviced with an effective road network consisting of different order roads ensuring optimal access throughout the larger neighbourhood.

1.5 Topography & Stormwater

The larger surrounding area can be characterised as mountainous, while the erf itself has a moderate topography (Appendix G).

The natural fall from the erf is westwards towards the north-west flowing drainage channel (Appendix G).

1.6 Surrounding Urban Character

The larger surrounding area (Kleine Kuppe neighbourhood) is characterised by a mixture of land uses and activities, ranging from low- to high density residential and the prominent Grove Business Centre, public open spaces and institutional activities (i.e. Gymnasium Private School) (Appendix H).

The immediate surrounding area to Erf 284, Kleine Kuppe is defined by high-density residential land uses. Densities in the immediate and larger area range from 1:500 to 1:150, while all neighbouring properties have the density of 1:350.

1.7 Planning Considerations

Erf 284, Kleine Kuppe is not situated within any formal Policy Area.

1.8 Ownership & Title Conditions

The sectional title development is registered as Alieta's Place, of which Section 1 is owned by Aquarius Investments 12 cc and Section 2 owned by Vonny's Haus Property Close Corporation (Appendix I).

Standard conditions as stipulated in the respective Title Deeds are registered against the Erf (Appendix I).

1.9 Credit Clearance Certificate from CoW

Find attached the Credit Clearance Certificate from City of Windhoek (Appendix J).

1.10 Clearance Certificate from NAC

In accordance with the Aviation Act (No. 74 of 1962), the Namibian Civil Aviation Regulations (GN. No. 1 of 2001) and the Namibian Civil Aviation Technical Standards, new developments (i.e. obstacles) that are 150 feet (45.7m) above the mean level of the landing area and/or are within 8km of the reference point of a registered aerodrome (airport), may not be erected without the approval of the Directorate of Civil Aviation (now the Namibia Civil Aviation Authority) within the Ministry of Works and Transport.

PLEASE NOTE THAT THERE WILL BE NO NEW BUILDINGS ERECTED AND ALL BUILDINGS AS EXISTING WILL REMAIN AS-IS.

Despite the fact that no new buildings will be erected, an application was submitted with the NACC during January 2018 (Appendix K), which was returned to our office as the particular development does warrant any approvals from the NACC in accordance with the Aviation Act (No. 74 of 1962).

2. INTENDED DEVELOPMENT

It is the intention of the owner to optimally utilise the remaining part of his erf, currently lying vacant, by constructing another dwelling unit.

It is the intention of the owners of Erf 284, Kleine Kuppe, to rectify the encroachment onto Erf Re/333, Kleine Kuppe (Appendix E) by changing the legal erf boundary in accordance to the as-build situation. To enable the above, a portion of the neighbouring Erf Re/333, a public open space, need to be closed and subdivided, where after the subdivided portion of Erf Re/333 will be consolidated with Erf 284, into Erf B, as explained below.

2.1 Subdivision Erf Re/333, Klein Windhoek and Closure as a POS

Considering the current encroachment, a small portion of 121m² will be subdivided from Erf Re/333, Kleine Kuppe, as indicated by Appendix L.

The closure of Erf A/Re/333, Klein Kuppe, as a public open space, was done as per the requirements of the Local Authorities Act (No. 23 of 1992), which included –

- An advertisement of intent to close, which was placed in the New Era and Namibian newspapers on 1 February 2018 (Appendix M);
- An advertisement of intent to close, which was placed in the Government Gazette dated 1 February 2018 (Appendix N);
- Notices to all the surrounding Erf owners were sent via registered post (Appendix O); and

- A notice was also posted on the Erf (see Photo 1), as well as at the Town Planning noticeboard at the Customer Care Centre of the City of Windhoek (Appendix P) for the required period, as prescribed by law.



Photo 1

2.2 Consolidation of Erf A/Re/333, Klein Kuppe with Erf 284, Klein Kuppe into Consolidated Erf B

The intended consolidation of Erf A/Re/333, Klein Kuppe and Erf 284, Klein Kuppe into Consolidated Erf B, Klein Kuppe is presented by Appendix Q.

Consolidated Erf B, Klein Kuppe will be 1,640m² in size (Appendix Q).

3. CONCLUDING REMARKS

As indicated, it is the desire of the owners to purchase a portion of the neighbouring Erf Re/333 (POS) for purpose of correcting the status quo, i.e. as-built boundary of Erf 284, Kleine Kuppe extending into Erf Re/333 (POS). The purpose of this application is thus to obtain approval to correct a current as-built situation.

We on behalf of the owners of Erf 284, No. 52, Okondeka Street, Klein Kuppe herewith apply for –

- **Subdivision of a portion of Erf Re/333, Kleine Kuppe (Public Open Space) into Erf A/333 and the Remainder of Erf RE/333, Kleine Kuppe (POS);**
- **Subsequent closure of Erf A/333, Kleine Kuppe as a Public Open Space;**
- **Purchase of Erf A/333, Kleine Kuppe from the Windhoek City Council; and**

- **Consolidation of Erf A/333, Kleine Kuppe with Erf 284, Kleine Kuppe into Consolidated Erf B, Kleine Kuppe.**

Find attached the following appendices in support of the above.

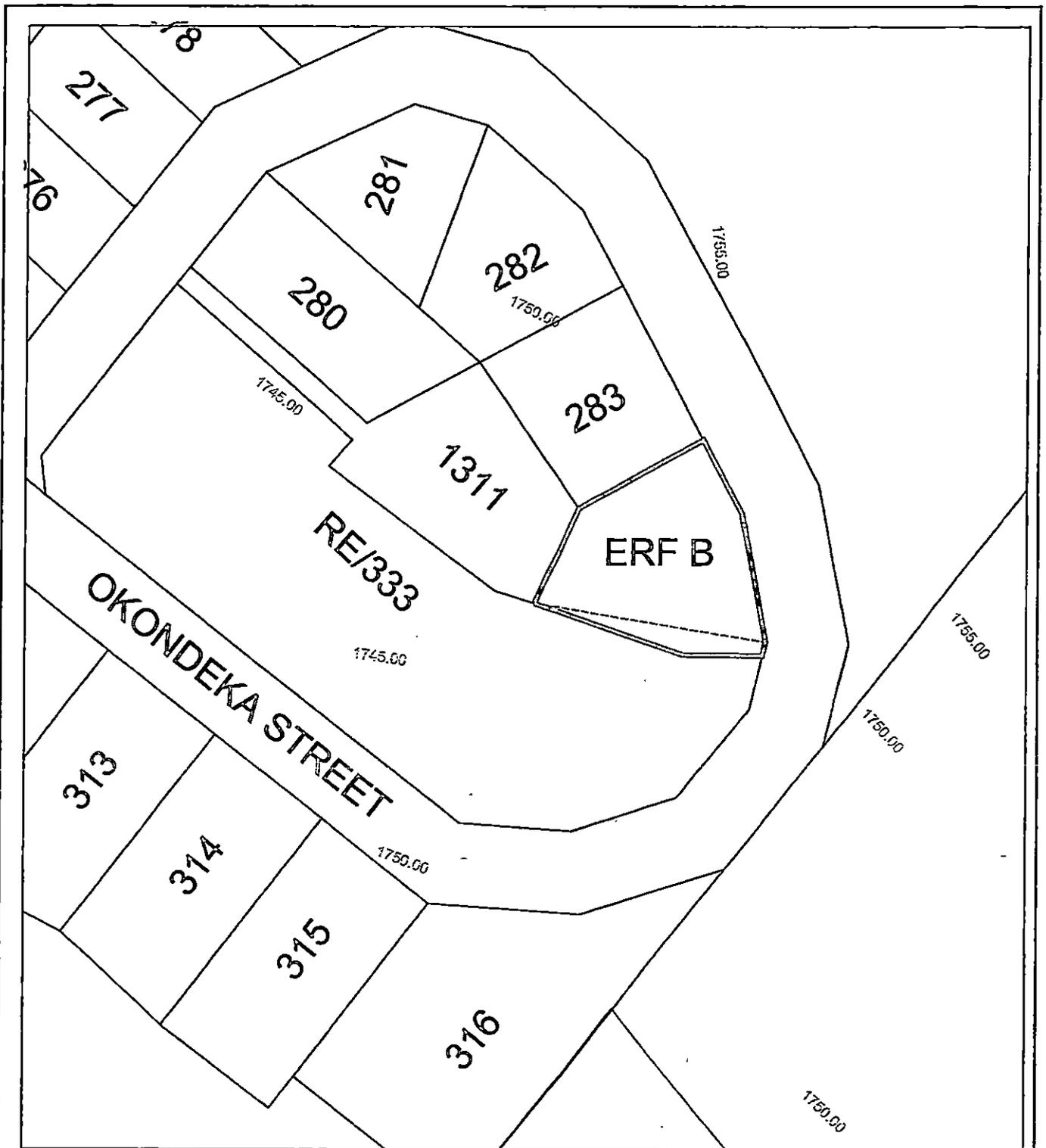
- Appendix A : Locality Map
- Appendix B : Erf Diagrams
- Appendix C : Town Planning Certificate 1
- Appendix D : Building Plan
- Appendix E : Aerial Photo
- Appendix F : Area Map
- Appendix G : Contour Map
- Appendix H : Land Use Map
- Appendix I : Title Deeds and Amended Founding Statements
- Appendix J : Credit Clearance Certificate from CoW
- Appendix K : Returned Application to NAC
- Appendix L : Subdivision Map of Erf Re/333, Klein Kuppe
- Appendix M : News Paper Notices
- Appendix N : Notice in the Government Gazette
- Appendix O : Proof of Registered Post to Neighbours
- Appendix P : Proof of Notice Placed at CoW Customer Care
- Appendix Q : Consolidation Map into Erf B, Kleine Kuppe
- Appendix R : Power of Attorney

Should you require any further information in this regard please contact us.

Yours faithfully,



Brand van Zyl (MNCTRP)



EXISTING BUILDINGS

SIZES:

ERF 284	± 943m ²
ERF A/333	± 121m ²
CONS.ERF B	± 1064m ²

CONSOLIDATION OF ERF A OF ERF 333
WITH ERF 284 KLEINE KUPPE
INTO CONSOLIDATED ERF B

Scale: 1:1000

DATE: JAN.2018

PLAN NO. 284 KK

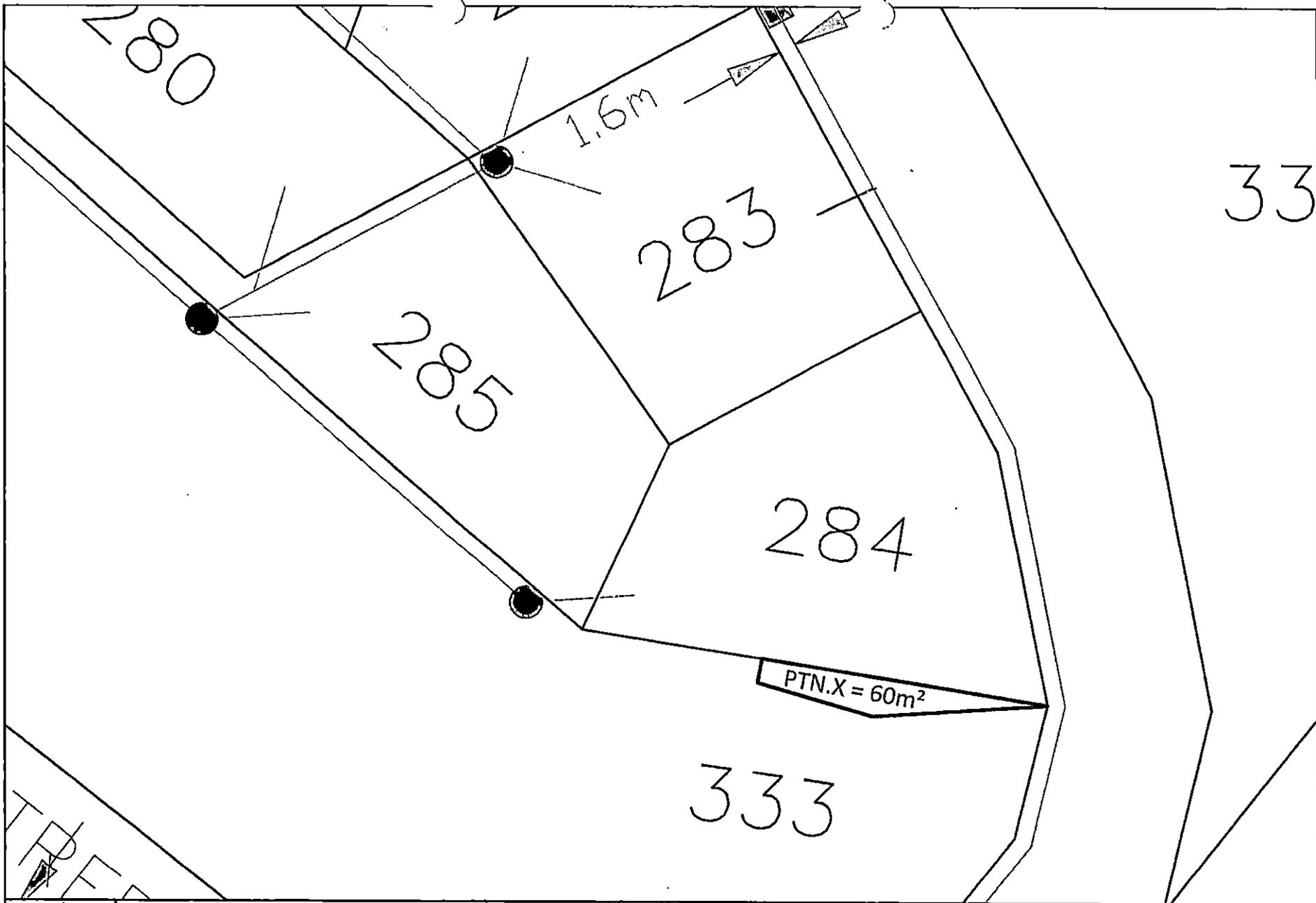


P O BOX 11929
KLEIN WINDHOEK



CELL: 081 129 5759
TEL : 061- 300 820
FAX : 061- 401 294

Engineering & Planning Solutions
Pty Ltd. 2018



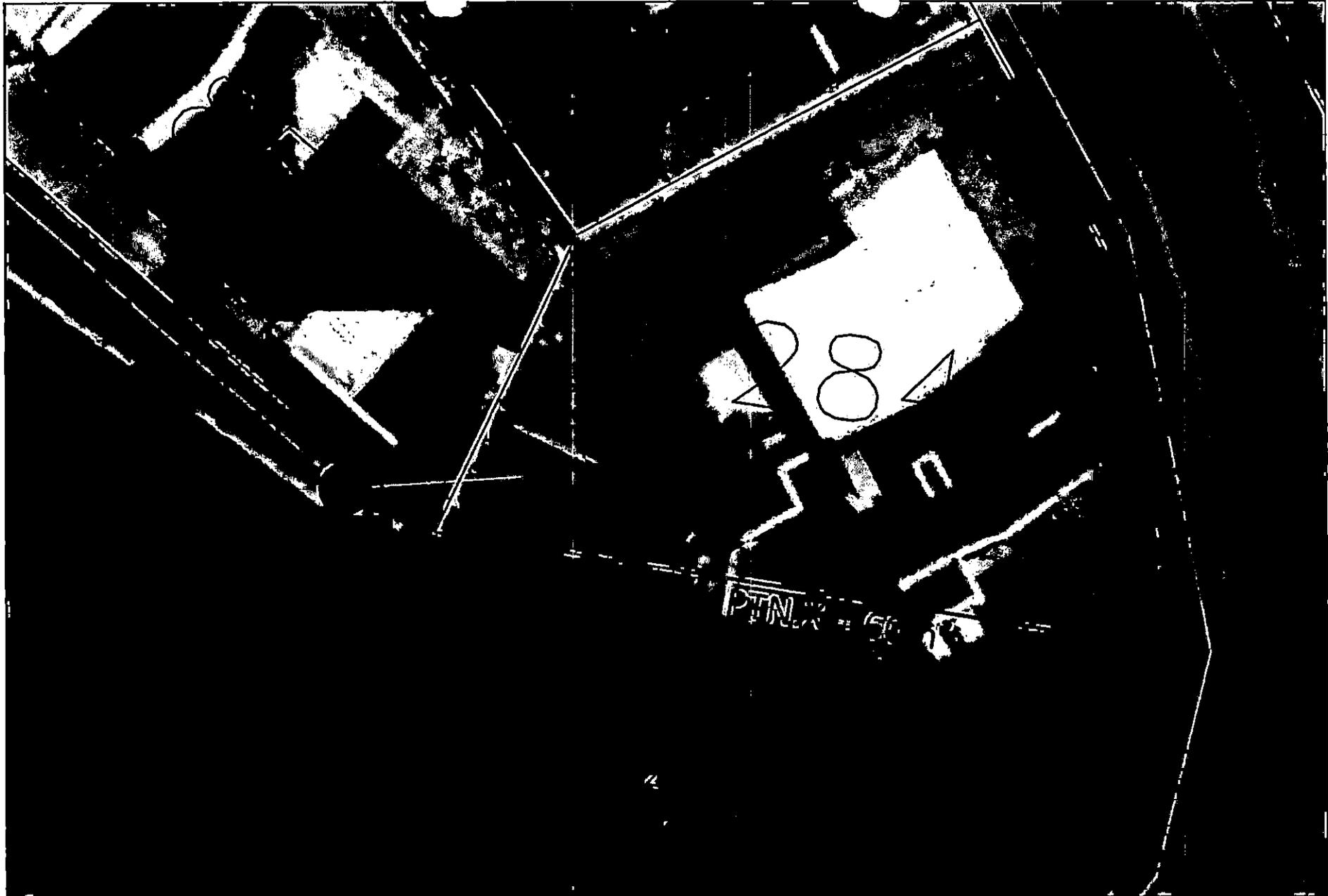
1110



SUBDIVISION OF A PORTION ERF 333, KLEINE KUPPE, FOR
CONSOLIDATION WITH ERF 284, KLEINE KUPPE
PATH: o:\cad data\groups\geomatics\284 KK PLAN NO: KK284-1

24 SEPTEMBER 2024

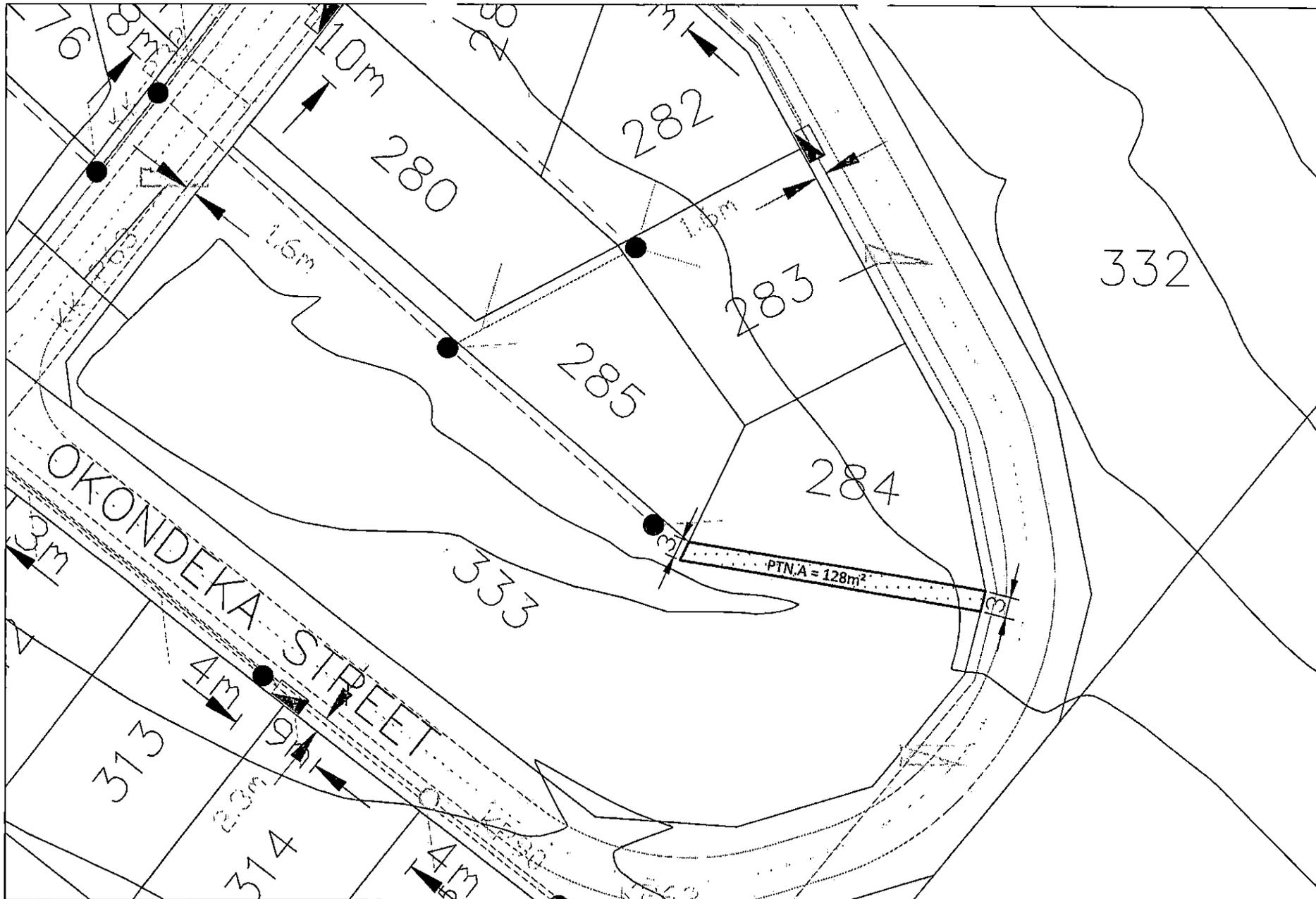




SUBDIVISION OF A PORTION ERF 333, KLEINE KUPPE, FOR
CONSOLIDATION WITH ERF 284, KLEINE KUPPE
PATH: o:\cad data\groups\geomatics\284 KK PLAN NO: KK284-1

24 SEPTEMBER 2024





1112



SUBDIVISION OF A PORTION ERF 333, KLEINE KUPPE, FOR
 CONSOLIDATION WITH ERF 284, KLEINE KUPPE

PATH: o:\cad data\groups\geomatics\284 KK PLAN NO: KK284-1

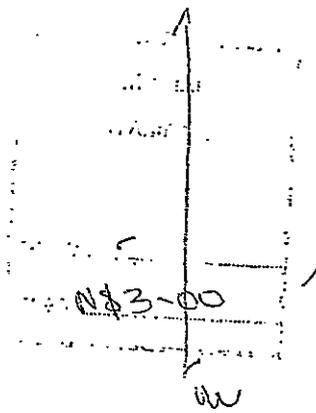
03 OCTOBER 2018

SCALE 1:1000



Swanepoel
CONVEYANCER
SWANEPOEL, A

1113



CERTIFICATE OF REGISTERED SECTIONAL TITLE NO.

1998 12
(31/12/1998)

ISSUED FOR INFORMATION ONLY

**CERTIFICATE OF REGISTERED SECTIONAL TITLE
ISSUED IN TERMS OF SECTION 8(2)(d)
OF THE SECTIONAL TITLES ACT, 1971**

I, the Registrar of Deeds at WINDHOEK

do hereby certify that

1. **JOANNIE KRYNAUW**
Born on 27 July 1965
Unmarried
2. **HENDRIK JACOBUS VISSER**
Born on 21 June 1972
Married out of community of property
and
3. **ALIETA ELIZABETH VISSER**
Born on 2 September 1975
Married out of community of property

is the registered owner(s) of a Unit, consisting of

- (a) SECTION NO. 2, as shown and more fully described on
SECTIONAL PLAN NO. 31 /1998,

in the building or buildings known as **ALIETA'S PLACE**

of which Section the floor area, according to the said Sectional Plan, is

93 (NINE THREE) square metres in extent; and

uu

- (b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said Sectional Plan, apportioned to the said Section in accordance with the participation quota of the said Section specified in a Schedule endorsed on the said Sectional Plan,

and that the said owner's title to the said Section and undivided share in the said common property is subject to or shall benefit by

- (i) the servitudes, other real rights and conditions, if any, endorsed on the said Sectional plan and the servitudes referred to in Section 19 of the Sectional Titles Act, 1971; and
- (ii) any alteration to the building or buildings or to a Section or to the common property shown on the said Sectional Plan.

SIGNED at WINDHOEK, on this

2 JUL 1998

REGISTRAR OF DEEDS
[Signature]
REGISTRAR OF DEEDS

REGISTRAR OF DEEDS
WINDHOEK
ISSUED FOR INFORMATION ONLY

u

REGISTRAR VAN AKTES
REGISTRAR OF DEEDS
D. D. BEUKES

29 APR 2002

Mr L

300

GINDORBB

39H

5 # 300 for an amount of R 944 - 00

324 300

REGISTRATION NO

- 3 -

610

27 NOV 2002

W. T. S. EISER

REGISTRATION / ANGELEES

REGISTRAR VAN AKTES
REGISTRAR OF DEEDS

27 NOV 1998

Mr L

98

27

17-09-98 for an amount of R 182 500 - 00

290 1998

REGISTRATION NO

REGISTRAR VAN AKTES
REGISTRAR OF DEEDS

Mr L

395 1998

SEE ENTRY NO. 395
TRANSFER

July 1998) Unmarried

JOHANNIE KRYNQUA (Snr) 27

in the said and the amount of registered

ALIETA'S PLACE

ALIETA'S PLACE

4-

WINDHOEK, SWANDBURG, No. 1116

Concording to the unit field under this Certificate of Registered
Sectional Title is hereby transferred and registered in the
name of Bonny's Haus Property Close
Corporation
(Reg. No. CC/2002/19916)

Vide Conveyancer's Certificate No. 984/2002
filed herewith/with duplicate original hereof.

Deeds Registry
WINDHOEK

27 NOV 2002

W. T. S. EISEB
REGISTRATEUR VAN AKTES
REGISTRAR OF DEEDS

FOR INFORMATION ONLY

5-

WINDHOEK, SWANDBURG, No. 1116

Hypothecated by Sectional Mortgage Bond No. 1041/2002
(unk) SC 295 2007

dated 8/11/2002 for an amount of NS 250 000
GINDHOES

Done on NOVEMBER 2002 this 07th day

of NOVEMBER 2002

27 NOV 2002

W. T. S. EISEB
REGISTRATEUR VAN AKTES
REGISTRAR OF DEEDS

Deeds Office
Windhoek

EISEB W.T.S.
Registrar of Deeds

CANCELLED
10 MAY 2007

6-

WINDHOEK, SWANDBURG, No. 1116

Hypothecated by Sectional Mortgage Bond No. 493/2007
(unit) Windhoek

dated 10/04/2007 for an amount of NS 409 800
GINDHOES

Done on Windhoek this 10th day

of MAY 2007

10 MAY 2007

EISEB W.T.S.
REGISTRAR OF DEEDS

Deeds Office
Windhoek

J. Ndumani
Registrar of Deeds

CANCELLED

BC 400 2010

ALIETA'S PLACE

INSKRYWING/ENTRY No. - 5 -

Hypothecated by Sectional Mortgage Bond No. 78 / 2003 (unit)

Dated 10/02/2003 for an amount of R215 146 - 00

Done at WINDHOEK this 19th day of FEBRUARY 2003

19 FEB 2003

W. T. S. EISEB
REGISTRATEUR VAN AKTES
REGISTRAR OF DEEDS

Deeds Registry
Windhoek

19 JUL 2005

W. T. S. EISEB
REGISTRATEUR VAN AKTES
REGISTRAR OF DEEDS

3C 567 2005

CANCELLED

INSKRYWING/ENTRY No. - 6 -

Ownership in the unit held under this Certificate of Registered Sectional Title is hereby transferred to and registered in the names of Jan Hendrik Coetzee (Bn: 2/11/1964) and Hen Dina Johanna Coetzee (Bn: 10/04/1966) (M. J. C. P.) to each other

Vide Conveyancer's Certificate No. 684 / 2005 filed herewith/with duplicate original hereof.

Deeds Registry
Windhoek

19 JUL 2005

W. T. S. EISEB
REGISTRATEUR VAN AKTES
REGISTRAR OF DEEDS

FOR INFORMATION ONLY

ALIETA'S PLACE

- 7 -

Ownership in the unit held under this Certificate of Registered Sectional Title is hereby transferred to and registered in the name of Aquarius Investments Twelve CC
Reg. no. CC/2006/0275
 Vide Conveyancer's Certificate No 392/2006
 Filed herewith with duplicate original hereto.
 Deeds Registry
 Windhoek
 Date 19 MAY 2006
W.T.S. EISEB
 REGISTRAR OF DEEDS

- 8 -

INSKRYWING/ENTRY NO. 1193/2009
 Registered by Sectional Deed No 725/2009
7-12-2009
Windhoek
Dec. 2009
J. Maluman
16 DEC 2009
W.T.S. EISEB
 REGISTRAR OF DEEDS

OFFICIAL NO.

09 NOV 2010

W.T.S. EISEB
Registrar of Deeds

FOR INFORMATION ONLY

- 9 -

INSKRYWING/ENTRY NO. 147/2010
 Registered by Sectional Deed No N\$530 000 - CC
18/02/2010
Windhoek
February 2010
26 FEB 2010
W.T.S. EISEB
 REGISTRAR OF DEEDS

REGISTERED.

09 NOV 2010

W.T.S. EISEB
Registrar of Deeds

PC 858 /2010

1119

MB de Klerk & Associates
M.B. de Klerk, B.Comm, LL.B (Stell), Stoan Horn, B.Juris, LL.B (UNAM)
Legal Practitioners, Conveyancers, Administrators of Estates, Notaries

08 November 2010

Our Ref: MBdK/LT/Dm 10.10082

Mrs D M Airey
P O Box 31849
Pionierspark
Windhoek
Namibia

**BY HAND
PER HAND**

Dear Madam

re: OUR MEMBERS INTEREST TRANSFER – AQUARIUS INVESTMENTS
12 CC (CC/2006/0275)
SECTION 1, ALIETA'S PLACE, KLEINE KUPPE

MEMBERS: Marian Herbst → Dawn Michelle Airey

The above matter refers.

We furthermore confirm that -

- (1) your member's interest, and therefore the Amended Founding Statement of the abovementioned Close Corporation, was duly registered by ourselves at the Ministry of Trade & Industry on **29TH of October 2010**. Annexed hereto kindly find the **original Amended Founding Statement** for your attention and safekeeping. A duplicate original will be send to your Accounting Officer, messrs W H Louw & Associates;
- (2) the Seller's bond over the property was cancelled at the Deeds office on the **01 November 2010**.

Room 209, 2nd Floor, South Block C, Maerua Park, Centaurus Road, Windhoek
PO Box 90181, Klein Windhoek, Namibia
Tel. +264 61 271 813 • Fax. +264 61 247 020 • maren@mbdklaw.com
Magistrate Court & Collection Matters: Unit 13, 2nd floor, North Block, Maerua Park, Centaurus Road
Fax. +264 61 400 622 • collections@mbdklaw.com
Trust Account: Bank Windhoek, Maerua Branch • AccNo: 8000046220 • Branch Code: 483-872

Amended Founding Statement

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

REGISTRATION NUMBER OF CORPORATION CC / 2006 / 0275	DATE OF RECEIPT
--	-----------------

PART A		Dates of commencement of change
Full name of corporation* <u>AQUARIUS INVESTMENTS TWELVE CC</u>		*
Previous name of corporation (if applicable)* <u>N/A</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>TO BE INVOLVED IN INVESTMENTS AND PROPERTY HOLDING AND 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 22660, WINDHOEK, NAMIBIA</u>	*
Address of registered office (not post office box)* <u>NO 6 DAPHNE HASENJAGER STREET, OLYMPIA, WINDHOEK, NAMIBIA</u>	*
Name and address of accounting officer* <u>W H LOUW, P O BOX 22660, WINDHOEK, NAMIBIA</u>	*

(Attach written consent to appointment)

Full name of association or body of which accounting officer is a member THE INSTITUTE OF COMMERCIAL AND FINANCIAL ACCOUNTANTS

Membership/Practice No. N 16185 PM

* See note 2 on page 2

NOTES

1. Form CC2 must be written in block capitals or be typewritten, lithographed or printed in legible characters with deep permanent black ink, and lodged in triplicate.
2. Change(s) effective from date of registration or upon a later date mentioned.
3. Where a person signs on behalf of a member, a power of attorney must be attached.
4. Minor children and other persons under legal disability must be assisted by their parents, guardians or representatives, as the case may be, and the capacity must be stated.
5. If no identity document has been issued, a written statement to this effect must be attached.
6. Particulars which do not change should also be furnished.
7. No fee is payable in respect of any changes in particulars under Part B and C.
8. New members must personally sign the form.
9. Form CC 2 which does not comply with the requirements of the Act, regulations of these notes, will be rejected.
10. Particulars to be furnished under Part C.
 - a) Full names and surname. (If juristic person, mention name and capacity and if trustee, also mention name and particulars of testamentary trust).
 - b) Identity number ((i) if no identity document has been issued, state date of birth and see par. 4 above.) ((ii) if juristic person, mention registration number).
 - c) Size of interest as a percentage.
 - d) Particulars of interest and fair value thereof.
 - e) Residential address.
 - f) Postal address.
 - g) Signature of member or representative (where applicable).

NAME OF CORPORATION AQUARIUS INVESTMENTS TWELVE CC

REGISTRATION NUMBER	CC / 2006 / 0275
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PART C

Date of Change

MEMBERS 01 (ONE)

Full names and surname DAWN MICHELLE AIREY

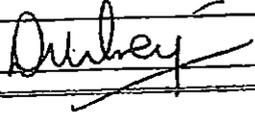
Identity number or date of birth (i)	Year	Month	Day															
	7	1	1	1	0	8												
Registration number (ii)																		

Percentage of interest 100% ONE HUNDRED PERCENT

Particulars of contribution N\$100-00 ONE HUNDRED NAMIBIAN DOLLARS

Residential address SECTION 1, ALIETA'S PLACE, ERF 284, KLEINE KUPPE, WINDHOEK

Postal address P O BOX 31849, PIONIERSPARK, WINDHOEK, NAMIBIA

Signature of member or representative 

Full names and surname _____

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

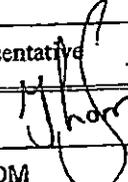
Percentage of interest _____

Particulars of contribution _____

Residential address _____

Postal address _____

Signature of member or representative _____

Witness Signature 

Date of signature 07 October 2010

Full names LIEZEL THOM

Residential address No 27 Charles Winslow Street, Olympia, Windhoek

Business address 2nd Floor, South Block C, Maerua Park, Centaurus Road, Windhoek

Postal address P O Box 90181, Klein Windhoek, Windhoek

NAME OF CORPORATION AQUARIUS INVESTMENTS TWELVE CC

REGISTRATION NUMBER	CC / 2006 / 0275
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PART C

Date of Change

MEMBERS 01 (ONE)

Full names and surname DAWN MICHELLE AIREY

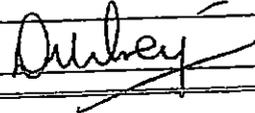
Identity number or date of birth (i)	Year	Month	Day							
	7	1	1	1	0	8				
Registration number (ii)										

Percentage of interest 100% ONE HUNDRED PERCENT

Particulars of contribution N\$100-00 ONE HUNDRED NAMIBIAN DOLLARS

Residential address SECTION 1, ALIETA'S PLACE, ERF 284, KLEINE KUPPE, WINDHOEK

Postal address P O BOX 31849, PIONIERSPARK, WINDHOEK, NAMIBIA

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

Signature of member or representative

Witness Signature

Date of signature

07 October 2010

Full names LIEZÉL THOM

Residential address No 27 Charles Winslow Street, Olympia, Windhoek

Business address 2nd Floor, South Block C, Maerua Park, Centaurus Road, Windhoek

Postal address P O Box 90181, Klein Windhoek, Windhoek

NAME OF CORPORATION AQUARIUS INVESTMENTS TWELVE CC

REGISTRATION NUMBER CC / 2006 / 0275

MEMBERS WHO CEASE TO BE MEMBERS

Full name and surname of member	Identity number													Signature
	5	5	1	2	0	3	0	0	8	9	0	8	9	
MARY ANN HERBST	5	5	1	2	0	3	0	0	8	9	0	8	9	<i>MARY ANN HERBST</i>
LEANDRA GROBLER	7	7	0	6	1	5	0	0	0	1	8			<i>L Grobler</i> 30 OCT 2010

Membership ceases on the date of registration of the Amended Founding Statement

Witness Signature *J Thom* Date of signature 07 October 2010

Full names LIEZÉL THOM

Residential address No 27 Charles Winslow Street, Olympia, Windhoek

Business address 2nd Floor, South Block C, Maerua Park, Centaurus Road, Windhoek

Postal address P O Box 90181, Klein Windhoek, Windhoek

FOR OFFICE USE

Amended Founding Statement registered

[Signature]

pp Registrar of Close Corporations

29 October 2010

Date

Data Processing _____

Classification _____

Recorded _____

Initials and date _____

Paste revenue receipt or
affix revenue stamp or
impress revenue franking
machine impression here

NS 30,00

10053402 1126

8/11/12

AMENDED FOUNDING STATEMENT

OF

VONNY'S HAUS PROPERTY CLOSE CORPORATION

**ERASMUS AND PARTNERS
LEGAL PRACTITIONERS / CONVEYANCERS / ESTATE ADMINISTRATORS
PO Box 6202, Windhoek, Namibia
Conradie Street, Windhoek
t: (+264) 61 - 388850
f: (+264) 61 - 388888
email: marle@ferasmuslaw.com.na
F: MW/SCH12/0001**

CC 2
 DEPARTMENT OF TRADE AND INDUSTRY
 29 MAY 2010
 REGISTRAR OF COMPANIES
 TRADE MARKS AND PATENTS

Amended Founding Statement

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

REGISTRATION NUMBER OF CORPORATION CC/2002/1996	DATE OF RECEIPT 3/6/10
--	---------------------------

PART A

	Dates of commencement of change
Full name of corporation* <u>VONNY'S HAUS PROPERTY CLOSE CORPORATION</u>	*
Previous name of corporation (if applicable)* <u>NOT APPLICABLE</u>	*
Literal translation of name (if applicable)* <u>NOT APPLICABLE</u>	*
Shortened form of name (if applicable)* <u>NOT APPLICABLE</u>	*
Description of principal business* <u>TO BUY, SELL AND LEASE FIXED PROPERTY AND ALL RELATED BUSINESS</u>	*
Date of end of financial year* <u>LAST DAY OF SEPTEMBER EACH YEAR</u>	*

PART B

Postal address* <u>P O BOX 8376 EROS, WINDHOEK, NAMIBIA</u>	*
Address of registered office (not post office box)* <u>OKONDEKA STREET 52, KLEINE KUPPE, WINDHOEK, NAMIBIA</u>	
Name and address of accounting officer* <u>GRANT THORNTON NEUHAUS, P O BOX 2558, WINDHOEK, 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. 9401

* See note 2 on page 2

NOTES

1. Form CC 1 must be written in block capitals or be typewritten, lithographed or printed in legible characters with deep permanent black ink, and lodged in triplicate.
2. Change(s) effective from date of registration or upon a later date mentioned.
3. Where a person signs on behalf of a member, a power of attorney must be attached.
4. Minor children and other persons under legal disability must be assisted by their parents, guardians or representatives, as the case may be, and the capacity must be stated.
5. If no identity document has been issued, a written statement to this effect must be attached.
6. Particulars which do not change should also be furnished.
7. No fee is payable in respect of any changes in particulars under Part B and C.
8. New members must personally sign the form.
9. Form CC 2 which does not comply with the requirements of the Act, regulations or these notes, will be rejected.
10. Particulars to be furnished under PART C.
 - (a) Full names and surname. (If juristic person, mention name and capacity and if trustee, also mention name and particulars of testamentary trust).
 - (b) Identity number (i) if no identity document has been issued, state date of birth and see par. 4 above.) (ii) If juristic person, mention registration number).
 - (c) Size of interest expressed as a percentage.
 - (d) Particulars of interest and fair value thereof.
 - (e) Residential address.
 - (f) Postal address.
 - (g) Signature of member or representative (where applicable).

NAME OF CORPORATION **VONNY'S HAUS PROPERTY CLOSE CORPORATION**

CC 2

REGISTRATION NUMBER	CC/2002/1996
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PART C

		Date of Change						
MEMBERS 1 (ONE) MEMBER								
Full names and surname BRUNO VENDITTO		2010						
<table border="1"> <thead> <tr> <th>Year</th> <th>Month</th> <th>Day</th> </tr> </thead> <tbody> <tr> <td>6</td> <td>4</td> <td>0</td> </tr> </tbody> </table>		Year	Month	Day	6	4	0	
Year	Month	Day						
6	4	0						
Identity number or date of birth (i)	6 4 0 7 1 0							
Registration number (ii)								
Percentage of interest 100 % (ONE HUNDRED PERCENT)		2010						
Particulars of contribution NS100,00 (ONE HUNDRED NAMIBIA DOLLAR)		2010						
Residential address UNIT 13 AVIS VILLAGE, 27 AVIS ROAD, WINDHOEK, NAMIBIA		2010						
Postal address P O BOX 8376 EROS, WINDHOEK, NAMIBIA		2010						
Signature of member or representative <i>[Signature]</i>		2010						

Full names and surname _____								
<table border="1"> <thead> <tr> <th>Year</th> <th>Month</th> <th>Day</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Year	Month	Day				
Year	Month	Day						
Identity number or date of birth (i)								
Registration number (ii)								
Percentage of interest _____								
Particulars of contribution _____								
Residential address _____								
Postal address _____								
Signature of member or representative _____								

Witness Signature *[Signature]* Date of signature 28 April 2010

Full names **LEIGH-ANNE KARIN DUNN**

Residential address **NO. 3608 GLADIOLA STREET, KHOMASDAL, WINDHOEK, NAMIBIA**

Business address **FRANCOIS ERASMUS AND PARTNERS, NO. 5 CONRADIE STREET, WINDHOEK, NAMIBIA**

Postal address **P O BOX 6202, WINDHOEK, NAMIBIA**

NAME OF CORPORATION YONNY'S HAUS PROPERTY CLOSE CORPORATION

REGISTRATION NUMBER	CC/2002/1996
---------------------	--------------

PART C

Date of Change

MEMBERS

Full names and surname

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

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Full names and surname

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

Percentage of interest

Particulars of contribution

Residential address

Postal address

Signature of member or representative

Witness Signature

Date of signature

Full names

Residential address

Business address

Postal address

NAME OF CORPORATION VONNY'S HAUS PROPER. . . LOSE CORPORATION

REGISTRATION NUMBER CC/2002/1996

PART C

Date of Change

MEMBERS

Full names and surname _____

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

Percentage of interest _____

Particulars of contribution _____

Residential address _____

Postal address _____

Signature of member or representative _____

Full names and surname _____

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

Percentage of interest _____

Particulars of contribution _____

Residential address _____

Postal address _____

Signature of member or representative _____

Witness Signature _____

Date of signature _____

Full names _____

Residential address _____

Business address _____

Postal address _____

REPUBLIC OF NAMIBIA
NATIONAL IDENTITY CARD



640710 1009 6

NAME
VENDITTO
BRUNO



DATE OF BIRTH
1964-07-10

COUNTRY OF BIRTH
ITALY

SEX
MALE

HEIGHT
1.65

CITIZENSHIP
NON-CITIZEN

EYE COLOUR
GREEN



DATE OF ISSUE
2015-05-26

APP. NO.
Z21364



64071010096

NOTICE

LOCAL AUTHORITIES ACT 1992

PERMANENT CLOSURE OF A PORTION (ERF A/333) OF ERF RE/333, KLEINE KUPPE, MEASURING 5,392m² AS A "PUBLIC OPEN SPACE". THE PARTICULAR PORTION WILL BE SOLD TO THE OWNERS OF ERF 284, No. 52, OKONDEKA STREET, KLEINE KUPPE, FOR CONSOLIDATION PURPOSES

Notice is hereby given in terms of section 50(3)(a)(ii) and Section 50(3)(a)(iv) of the Local Authorities Act of 1992 (Act 23 of 1992), that the City of Windhoek proposes to permanently close a portion (Erf A/333) of Erf Re/333, Kleine Kuppe, measuring 5,392m² in extent as a "Public Open Space". The proposed public space closure is to enable the City of Windhoek to sell a portion (Erf A/333) of Erf Re/333, Kleine Kuppe to the neighbouring and registered owners of Erf 284, Okondeka Street, Kleine Kuppe. The intended public open space closure will enable the owners of Erf 284, Okondeka Street, Kleine Kuppe to consolidate the closed portion (Erf A/333) with Erf 284, Kleine Kuppe, which will be used for residential purposes.

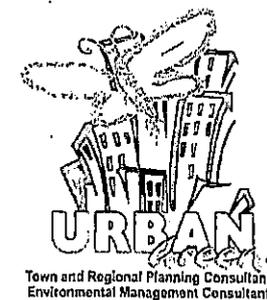
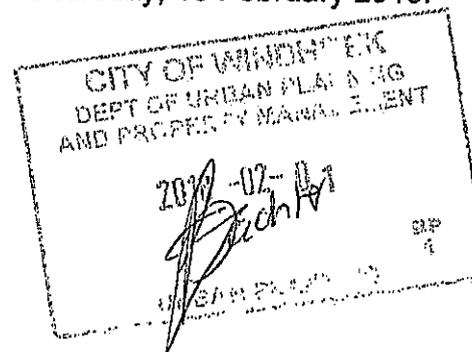
Further take notice that the locality plan for the above even lies for inspection during normal office hours on the town planning notice board of the City of Windhoek, Rev Michael Scott Street, Windhoek.

PERMANENT CLOSURE OF A PORTION (ERF A/333) OF ERF RE/333, KLEINE KUPPE, MEASURING 5,392m² AS A "PUBLIC OPEN SPACE". THE PARTICULAR PORTION WILL BE SOLD TO THE OWNERS OF ERF 284, No.52, OKONDEKA STREET, KLEINE KUPPE, FOR CONSOLIDATION PURPOSES

Further take note that any person objecting against the proposed permanent closure (Erf A/333) as indicated above may lodge such objection together with the grounds thereof, with the Chief Executive Officer, City of Windhoek; The Secretary, Townships Board, Private Bag 13289, WHK and with the applicant in writing in accordance with Article 50(1)(c) on or before Thursday, 15 February 2018.

Applicant:
Urban Green Town and Regional Planning Consultants
PO Box 11929
Klein WHK
Contact details: +264 61 300 820
Email: urbangreen@iway.na

The Chief Executive Officer
City of Windhoek
PO Box 59
Windhoek



SPECIAL PO' 1137 : ATTORNEY

I, the undersigned **DAWN MICHELLE AIREY (711108)** *(name & ID number)*

duly authorised in my capacity as **THE SOLE MEMBER** *(capacity with co)*

of **AQUARIUS INVESTMENTS TWELVE CC (CC/2006/0275)** being the

owner of **SECTION NO. 1 ALIETA'S PLACE, ERF 284, KLEINE KUPPE (NO. 52, OKONDEKA STREET)** *(property)*

do hereby nominate, constitute and appoint

URBAN GREEN CC (2004/0898)

PO Box 11929

Klein Windhoek

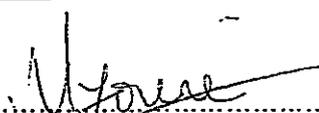
with power of substitution, to be our lawful Attorney and Agent in our name, place and stead, to make the necessary application to the Windhoek Municipal Council and the Townships Board (Ministry of Urban and Rural Development) for

- **SUBDIVISION OF A PORTION OF ERF RE/333, KLEINE KUPPE (Public Open Space) INTO ERF A/333 AND THE REMAINDER OF ERF RE/333, KLEINE KUPPE (POS);**
- **SUBSEQUENT CLOSURE OF ERF A/333, KLEINE KUPPE AS A PUBLIC OPEN SPACE;**
- **PURCHASE OF ERF A/333, KLEINE KUPPE FROM THE WINDHOEK CITY COUNCIL; AND**
- **CONSOLIDATION OF ERF A/333, KLEINE KUPPE WITH ERF 284, KLEINE KUPPE INTO CONSOLIDATED ERF B, KLEINE KUPPE.**

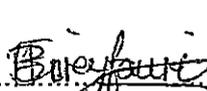
at the cost of the applicant and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite as fully and effectually, for all intents and purposes we might of could do if personally present and acting herein - hereby ratifying, allowing and confirm all and whatsoever our said Attorney and agent shall lawfully do, or cause to be done, by virtue of these presents.

SIGNED at Windhoek this 1 day of February 2018, in the presence of the undersigned witnesses.

MEMBER


.....
DAWN MICHELLE AIREY (711108)


.....
WITNESS 1


.....
WITNESS 2

SPECIAL P' 1138 OF ATTORNEY

I, the undersigned **BRUNO VENDITTO (640710 1009 6)** (name & ID number)
 duly authorised in my capacity as **THE SOLE MEMBER** (capacity with cc)
 of **VONNY'S HAUS PROPERTY CLOSE CORPORATION (CC/2002/1996)**
 being the
 owner of **SECTION NO. 2 ALIETA'S PLACE, ERF 284, KLEINE KUPPE (NO. 52, OKONDEKA STREET)**
 (property)
 do hereby nominate, constitute and appoint

URBAN GREEN CC (2004/0898)
PO Box 11929
Klein Windhoek

with power of substitution, to be our lawful Attorney and Agent in our name, place and stead, to make the necessary application to the Windhoek Municipal Council and the Townships Board (Ministry of Urban and Rural Development) for the:

- **SUBDIVISION OF A PORTION OF ERF RE/333, KLEINE KUPPE (Public Open Space) INTO ERF A/333 AND THE REMAINDER OF ERF RE/333, KLEINE KUPPE (POS);**
- **SUBSEQUENT CLOSURE OF ERF A/333, KLEINE KUPPE AS A PUBLIC OPEN SPACE;**
- **PURCHASE OF ERF A/333, KLEINE KUPPE FROM THE WINDHOEK CITY COUNCIL; AND**
- **CONSOLIDATION OF ERF A/333, KLEINE KUPPE WITH ERF 284, KLEINE KUPPE INTO CONSOLIDATED ERF B, KLEINE KUPPE.**

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 we might of could do if personally present and acting herein - hereby ratifying, allowing and confirm all and whatsoever our said Attorney and agent shall lawfully do, cause to be done, by virtue of these presents.

SIGNED at Windhoek this 29 day of January 2018, in the presence of the undersigned witnesses.

MEMBER

Bruno Venditto
 BRUNO VENDITTO (640710)

Braun
 WITNESS 1

J. B. Bashir
 WITNESS 2

[Municipal Council Minutes: 2004-08-25]

8.3.4

**BRB.2 [PLA] CALCULATION OF PURCHASE
PRICE – ADDITIONAL LAND SALES
(16/15/2/2/1)**

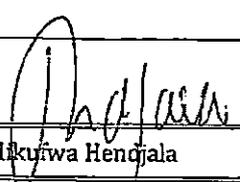
On proposal by Councillor Dr B von Finckenstein, it was

RESOLVED

That Council Resolution 405/08/95 be rescinded and replaced by the following:

- 1 That portions of open spaces, which are big enough to enhance the potential of the property with which the portion is to be consolidated, be valued at the full market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 2 That portions of open spaces which can be used as separate erven, with separate access and which are fully serviced, be valued at the full market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 3 That portions of open spaces which are too small to enhance the potential of the erf with which the portion is to be consolidated, be valued at 50 % of the market value as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 4 That, where fully market-related prices is payable, the costs incurred for the closure, town planning and cadastral procedures (as calculated by the Strategic Executive: Planning, Urbanisation and Environment) be deducted from the eventual purchase price: Provided that the eventual purchase price not be less than 50 % of the market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 5 That additional land being sold at a subsidised price for consolidation with the adjacent 'institutional' zoned properties not be allowed to deduct the costs mentioned in paragraph 4.
- 6 That the policy on the deduction of costs where full market-related purchase prices are payable also be made applicable to all outstanding sales subject to the conditions of the original resolution.

RESOLUTION 276/08/2004 [POLICY]

VALUATION CERTIFICATE		
DIVISION: VALUATION SERVICES		
DATE OF VALUATION: 20/08/2025		
Erf No.:	R/333	Suburb: Kleine Kuppe Street name: Okondeka
Erf size:	5 389 m ²	Zoning POS Density:
Required portion size:	PTN A=128 m ²	
Current use of the portion under consideration:	Vacant	
Acquisition purpose:	To be sold for consolidation with Erf 284 Kleine Kuppe	
Current vacant land going price/ m ²	N\$ 1 407	
Size of the portion Required	128 m ²	
Estimated market value	N\$ 180 096.00	
<p>Comparable portions of land were sold in 2023 by the Council at a rate of N\$ 1358 per square metre. To align the price per square metre attained in 2024 with the current market-related pricing, the aforementioned price was adjusted for a one-year period. Following adjustment, a price of N\$ 1407 per square metre was established.</p> <p>Therefore, the required portion should be valued at N\$ 1407 /m².</p>		
Valued by:	 Kaulkufwa Hengjala	Date: 20/08/2025

VALUATION CERTIFICATE
 DIVISION: VALUATION SERVICES
 DATE OF VALUATION: 21/08/2025



Erf No.: R/333 Suburb: Kleine Kuppe Street name: Okondeka

Erf size: 5 389 m² Zoning POS Density:

Required portion size: 60 m²

Current use of the portion under consideration: Vacant

Acquisition purpose: Penalties owner of Erf 284 Kleine Kuppe from 2005 to 2019

Year	Price per m ² (NS)	ERF Size (m ²)	Value (NS)	Annual Rental (NS)
2024	1,407	±60	84,420	8,442
2023	1,328	±60	79,680	7,968
2022	1,299	±60	77,940	7,794
2021	1,219	±60	73,140	7,314
2020	1,189	±60	71,340	7,134
2019	1,109	±60	66,540	6,654
2018	1,079	±60	64,740	6,474
2017	999	±60	59,940	5,994
2016	969	±60	58,140	5,814
2015	889	±60	53,340	5,334
2014	859	±60	51,540	5,154
2013	779	±60	46,740	4,674
2012	749	±60	44,940	4,494
2011	658	±60	39,480	3,948
2010	649	±60	38,940	3,894
2009	625	±60	37,500	3,750
2008	598	±60	35,880	3,588
2007	558	±60	33,480	3,348
2006	510	±60	30,600	3,060
2005	498	±60	29,880	2,988

Comparable portions of land were sold in 2024 by the Council at a rate of N\$ 1 358 per square metre. To align the price per square metre attained in 2024 with the current market-related pricing, the aforementioned price was adjusted for a one-year period. Following adjustment, a price of N\$ 1 407 per square metre was established.

Therefore, the required portion should be valued at N\$ 1 407 /m².

Valued by:

Kaulikufwa Hendjala

Date:

21/08/2025

[Municipal Council Minutes: 2001-07-25]

8.3.28

**UPG.1 [PLA] POLICY FOR THE DISTRIBUTION
AND FUTURE USAGE OF PUBLIC OPEN
SPACE IN WINDHOEK
(3/1/P) (16/15/1)**

On proposal by Councillor Dr B.von Finckenstein, it was

RESOLVED

- 1 That the 'Policy for the Distribution and Future Usage of Public Open Space in Windhoek', its appendices and the plan 'Parks in Windhoek 2000' be adopted as policy documents.
- 2 That urban development within Windhoek, by the public or private sector, be guided, inter alia, by the general principles contained in the Policy.
- 3 That the usage of open spaces as set out in the appendices be approved and that the recommended facilities accompanying the designation and as set out in chapter 5 of this policy be adopted as minimum targets for parks and recreational development.
- 4 That the approved usage and designated facilities be used to assist annual budgeting for further development commensurate with the designated role of the open space.
- 5 That based on the principle that people should not have to walk for longer than ten minutes to get to a local facility such as a park, the size and distance criteria set out in chapter 6 be adopted as design guidelines for new townships.
- 6 That the City recognise its heritage of fragile eco-systems identified in the report comprising river courses, dams, mountains, hilltops and steep valleys, and other natural features and is determined that they be subject to environmental conservation measures and that opportunities be pursued for sensitive recreational development and eco-tourism so as to maintain a balance between conservation and recreational open spaces.
- 7 That special protection be provided for drainage areas by way of a buffer 'infiltration area' extending to a recognised distance from the riverbeds so that absorptive soil sponge next to the riverbank can be retained to facilitate seepage of water into the groundwater reserves, for maintaining riverine ecological systems, and also to act as a bio-filter, cleaning water before it is deposited into the riverbed.
- 8 That the following guidelines be used for assessing applications for portions of public open space:
 - 8.1 A watercourse including an 'infiltration area' not be permanently closed, other than with a servitude to prevent building within the infiltration area, or be used other than as park, a garden or a recreational area.

- 8.2 The 'infiltration area' be assessed preferably by a hydrogeological study to be carried out as part of an environmental impact study to assess groundwater vulnerability and to fix the boundaries for subdivision of developable erven along watercourses and other identified areas of groundwater vulnerability, or where this is not feasible then by the following criteria:
- Adoption of the 1:100 year flood line where this is available, or
 - Imposition of a 5 metre wide infiltration area between the seasonally active bed of a watercourse which is further than 500 metre or more from its bounding watershed, and the nearest structures.
- 8.3 The physical occurrence of a watercourse be defined as being the outer edge of the seasonally active (gravel) bed or the identifiable banks of a watercourse.
- 8.4 The protection afforded by an infiltration area be applicable for a watercourse should it be 500 metre or more from its bounding watershed or should special topographical or flow conditions warrant earlier recognition.
- 8.5 No area within a 1 in 50 year flood line be built upon or used for any purpose other than as park, a garden or a recreational area.
- 8.6 Minor watercourses (drainage channels) be consolidated with adjacent properties provided that any 'infiltration area' of the watercourse is reserved by a servitude free of structures or impermeable surfacing.
- 8.7 That no land designated for a City, suburban or neighbourhood park be diminished in any way unless a park development plan exist which indicate clearly that some portion of the land not be used by the community and represent waste land.
- 8.8 That in all cases where application is made for rezoning, consent use, or subdivision in the vicinity of a watercourse for non residential activities which pose a threat of polluting the watercourse, and in all cases where such a development lie within 10 metre of a watercourse, a hydrogeological study be carried out:
- To assess groundwater vulnerability,
 - To recommend conditions for the development and
 - To fix the boundaries for any subdivision of developable erven along watercourses and other identified areas of groundwater vulnerability.
- 8.9 That where application is made for rezoning, consent use, or subdivision in the vicinity of a watercourse full details of the proposed activities be supplied so as to enable the City to assess the groundwater vulnerability.

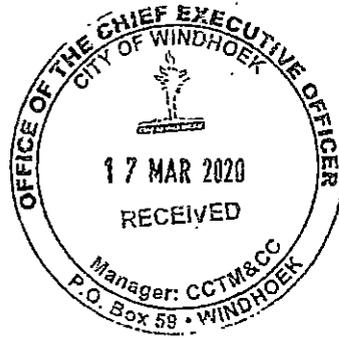
- 8.10 That in other cases not involving watercourses or designated parks, 10 metre wide portions of land be acquired for consolidation with adjacent erven provided that:
- The extent of land taken would not undermine the value of the open space to the community;
 - Extraction of a portion will not damage or inhibit access of the public to the open space;
 - Only one 10 metre wide portion may be acquired with no subsequent extraction (small variations from the 10 metre may be permitted to accommodate local features);
 - Neighbours and other affected parties have no valid objection;
 - The new usage would not damage any scenic views of the hillside or any valuable natural features, and
 - Services are not adversely affected.
- 9 That, as opportunity arises, every remaining open space be considered in respect of its full extent for closure, partial closure or retention and that no recommendations be made on the basis of a partial investigation only.
- 10 That the criteria set out above and in the Policy be used in the design of new settlements and that specially attractive or sensitive natural features and areas of scenic beauty be incorporated for their protection into future open spaces as far as is reasonably possible.
- 11 That for all townships proclaimed since 1980, except for additional strips of land along the edges of steep hillsides (approximately 10 metre wide), where application is supported by affected adjacent erf owners, no further small scale diminution of open spaces be supported.
- 12 That for townships proclaimed before 1980, namely Katutura and Extensions 1 to 13, Khomasdal and Extensions 1 to 3, Windhoek residential townships, Klein Windhoek and Extensions 1 to 3, Erosspark, Academia, Olympia and Pionierspark, except for approximately 10 metre wide strips along the edges of steep hillsides, where application is supported by affected adjacent erf owners, applications be handled in terms of paragraphs 8 and 9 and further small scale diminution only be allowed where such diminution has already commenced.
- 13 That the above rules not be interpreted to bar the City from totally closing an open space which serve only as a drainage channel and by piping the stormwater flow, to make the land available for urban use or where the area is to be physically closed or fenced off for security purposes at the request of adjacent erf owners.
- 14 That in all new township development a hydrogeological study be carried out as part of any environmental impact analysis or feasibility study to assess groundwater vulnerability and to fix the boundaries for subdivision of

developable erven along watercourses and other identified areas of groundwater vulnerability.

- 15 That the public be reminded that in terms of Council Resolution 55/02/93 of 24 February 1993 which has been incorporated into this Policy, it consider the allocation of portions of public open spaces for local community development of community facilities with or without a community centre as part of Citizen-City partnership initiatives.
- 16 That the City see the establishment of common goals in the conservation and utilisation of open spaces in the City as a critical factors in promoting social upliftment and improving the living conditions of its citizens.

RESOLUTION 251/07/2001 [POLICY]





Mr Simanga Mooka Evans

Box 50121

Bachbrecht

Cell: 0812586478/0812599031

Mr GW Esterhuizen
 The Strategic Executive
 Property Management and Human Settlements
 City of Windhoek

Dear Sir

**RE: APPLICATION TO PURCHASE (CONSOLIDATE) THE OPEN SPACE
 BEHIND ERF 975 SCULPTOR STREET, DORADO PARK.**

The subject matter refers:

I am applying to your office to buy the open space behind my house (10) ten meters as per Municipal Open Space Policy (Also indicated on the diagram attached).

As the cost of living is becoming high day by day my family is growing, we found the need to acquire the aforementioned land to build additional accommodation.

Kindly consider this matter with urgency for me to purchase the piece of land.

A positive reply from your good office would be highly appreciated.

Thanks in advance

Yours faithfully

Mr. Mooka Evans Simanga

2019-10-23 1148

2019-10-31

DEED OF TRANSFER NO

7494 / 2019

MOOKA EVANS SIMANGA
Identity Number 781219 1007 2

ERF NO. 975 (a Portion of Erf 313) DORADO PARK
(Extension no. 1)

 **SAULS JACOBS & CO**
Lawyers, Notaries & Conveyancers

Lawyers, Notaries & Conveyancers
Unit # 7, Moth Centre, Windhoek, Namibia
Tel: +264 61 387 100

AND THE SAID APPEARER declared that his said principals on the 27th day of AUGUST 2019 had truly and legally sold to the undermentioned transferee the hereinaftermentioned property:

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

MOOKA EVANS SIMANGA
Identity Number 781219 1007 2
Unmarried

His Heirs, Executors, Administrators or Assigns

CERTAIN	Erf No. 975 (a Portion of Erf 313) DORADO PARK (Extension no. 1)
SITUATE	In the Municipality of WINDHOEK Registration Division "K" KHOMAS Region
MEASURING	350 (THREE FIVE NIL) square metres
FIRST TRANSFERRED	by Deed of Transfer No. T 5137/1998 with General Plan No. A 701/95 relating thereto and
HELD BY	Deed of Transfer No. T 4787/2003
SUBJECT	to the following conditions imposed in terms of the Town Planning Ordinance, Ordinance 18 of 1954, as amended and created in the said Deed of Transfer No. T 5137/1998, namely:-

9

IN FAVOUR OF THE LOCAL AUTHORITY

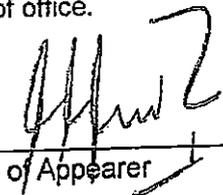
1. The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to the provisions of the Windhoek Town Planning Scheme, prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954), as amended.
2. The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four times the municipal valuation of the erf



WHEREFORE the Appearer, renouncing all the Right and Title the TRANSFEROR heretofore had to the premises, did, in consequence, also acknowledge the TRANSFEROR to be entirely dispossessed of, and disentitled to, the same, and that, by the virtue of these Presents, the said TRANSFEREE, His Heirs, Executors, Administrators or Assigns, now and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its Rights; and finally acknowledging the purchase price amounting the sum of N\$1 400 000.00.

SIGNED AT WINDHOEK on 2019 -11- 07

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



Signature of Appearer



REPI 1153 OF NAMIBIA
MINISTRY OF FINANCE

Inland Revenue
TRANSFER DUTY - FORM B

DECLARATION BY PURCHASER

TRANSFEROR (Seller)	DANIEL MWILIMA MATENGU and CATHRINE NAMPWA MATENGU
---------------------	---

TRANSFeree (Purchaser)	MOOKA EVANS SIMANGA
------------------------	---------------------

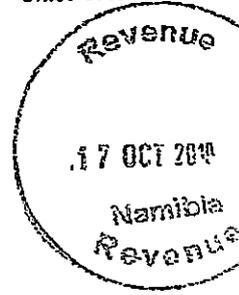
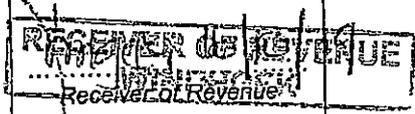
DESCRIPTION OF PROPERTY	
CERTAIN	Erf No. 975 (a Portion of Erf 313) DORADO PARK (Extension no. 1)
SITUATE	in the Municipality of WINDHOEK Registration Division "K" KHOMAS REGION
MEASURING	350 (THREE FIVE NIL) square metres

Date of transaction: 27 AUGUST 2019	Consideration: N\$1 400 000.00
-------------------------------------	--------------------------------

TRANSFER DUTY PAID BY: SAULS JACOBS & CO
Postal address: P O Box 90945, KLEIN-WINDHOEK

FOR OFFICIAL USE	
Transfer Duty paid on 14 000 000 - 00	Being PURCHASED PRICE

Law under which duty charged

Steel defacing stamp of office of issue 		CASH REGISTER RECEIPT
--	---	-----------------------

111

1154



REPUBLIC OF NAMIBIA

MINISTRY OF FINANCE
 INLAND REVENUE DEPARTMENT

PAYMENT RECEIPT

Receipt Number: 0200025896

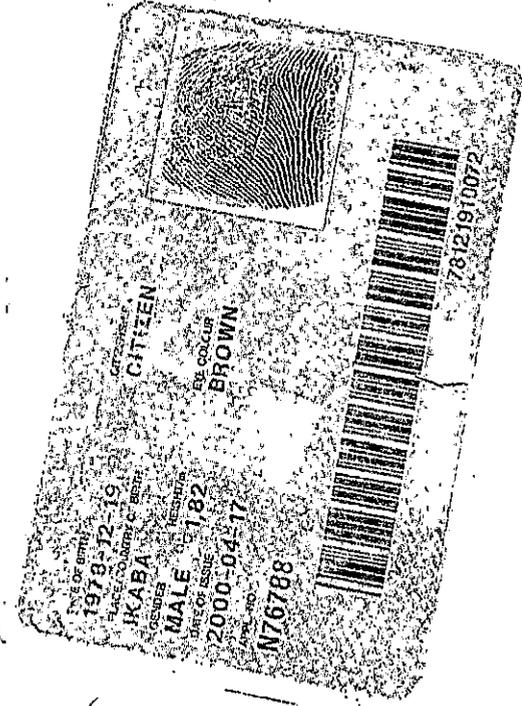
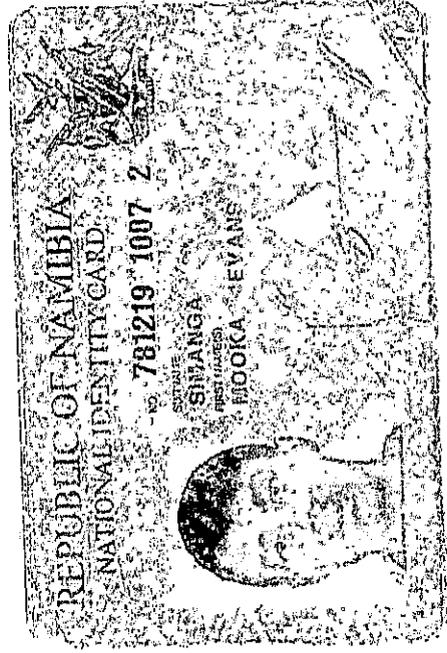
Office Code	TIN	Taxpayer Name	Postal Address	Received by
02	04176710	Mooka Evans Simanga	Box 50121; Bachbrecht; Namibia;	Molra , Vrles

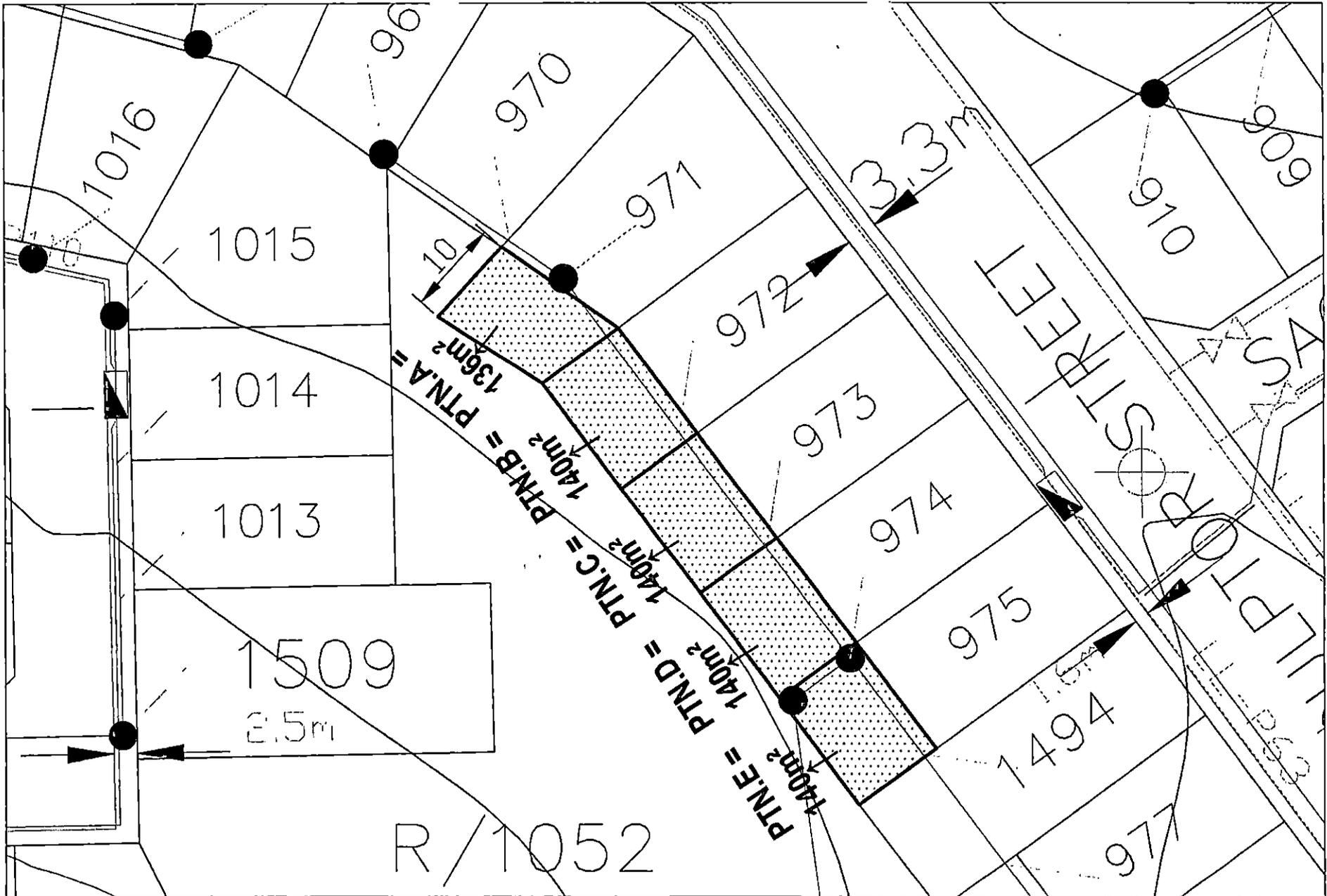
Transfer Duty Details:

Transferor Name(Seller)	Daniel Mwillma Matengu Cathrine Nampwa Malumo		
Transferee Name (Purchaser)	Mooka Evans Simanga		
Conveyancer Name	Sauls Jacobs And Company		
Physical Address of Property	Erf No. 975 (A Portion Of Erf 313) Dorado Park (Extension No. 1)		
Town	Windhoek	Region	Khomas
Size of Property	350	Date of Transaction	27-08-2019
Consideration (Purchase Price)(N\$)	1,400,000.00	Transfer Duty paid on (N\$)	1,400,000.00

Tax Type	Year	Period	Payment Date	Liability Type	Payment Mode	Received Amount (N\$)
Transfer Duty	2020	-	17-10-2019	Duties & Levies	Direct Deposit	24,000.00
Total Amount(N\$)						24,000.00

This is the original receipt





1156



SUBDIVISION OF PORTIONS A-E OF THE REMAINDER OF ERF 1052, DORADO PARK,
 FOR CONSOLIDATION WITH ERVEN NO'S 971- 975, DORADO PARK

PATH: o:\cad data\groups\geomatics\975.1 DP PLAN NO: 975-1

15 JUNE 2023



SCALE 1:1000

[Municipal Council Minutes: 2011-11-30]

8.1.7

BRB.9 [CEO] APPLICATION TO PURCHASE A PORTION OF ERF 1052, DORADO PARK FOR CONSOLIDATION WITH ERF 971, DORADO PARK (L/1052/DP) (L/971/DP)

On proposal by Councillor Ms AM Kafula, it was

RESOLVED

- 1 That Erf 1052, Dorado Park be subdivided into Portion A ($\pm 136 \text{ m}^2$ in extent) and the Remainder as indicated on plan 972-1, attached as page 21 to the agenda.
- 2 That Portion A of Erf 1052, Dorado Park be closed as public open space in terms of section 50(1) of the Local Authorities Act, 1992 (Act 23 of 1992).
- 3 That the City prepare the closure notice:
 - 3.1 That the applicant-owner of Erf 971, Dorado Park be responsible for inserting the notice in the media, and placing a copy on-site and for distribution to the affected neighbours.
 - 3.2 That proof of successful advertising be provided to the Strategic Executive: Planning, Urbanisation and Environment before the transfer process.
- 4 That Portion A of Erf 1052, Dorado Park after the closure, be consolidated with Erf 971, Dorado Park, simultaneously with transfer.
- 5 That Portion A of Erf 1052, Dorado Park assume the same zonings as the abutting Erf 971, Dorado Park, being 'residential' with density of 1:250 m^2 in terms of clause 5(3) of the Windhoek Town Planning Scheme.
- 6 That the applicant be responsible for the town planning and cadastral procedures, i.e. application to the Townships Board, land surveying and registration of the newly created erven.
- 7 That the conditions registered against Erf 971, Dorado Park be cancelled and that the short standard conditions, including a minimum building value equal to four (4) times the municipal valuation of the erf, be registered against the consolidated erven.
- 8 That subject to the successful implementation of the closure and cadastral procedures, Portion A of Erf 1052, Dorado Park be sold to the owner of Erf 971, Dorado Park at N\$101 500.00, plus N\$31 117.00 for the relocation of the sewer line, totaling N\$132 617.00, of which N\$17 469.50, is to be paid over to the Urban Arterial Account (UAA): Provided that the town planning and cadastral procedures as determined

by the Strategic Executive: Planning, Urbanisation and Environment, be deducted from the upset price in terms of Council Resolution 276/08/2004, subject to the following conditions:

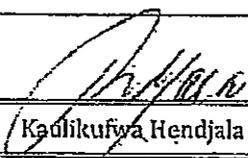
- 8.1 That the existing sewer line be relocated partly outside the boundaries of Portion A of Erf 1052, Dorado Park.
- 8.2 That a 3 metre building line be maintained on the northwest boundary of Portion A of Erf 1052, Dorado Park.
- 8.3 That the N\$31 117.00 for the relocation of the sewer line be included in the erf price.
- 8.4 That surface stormwater run-off be accommodated according to clause 35 of the Town Planning Scheme (see Info 35 of the Town Planning Scheme) stating:
 - 8.4.1 That no stormwater drainage pipe, canal, work or obstruction (except stormwater drain pipes, canal or work which have been authorised in writing by the local authority or which have been or may be built, laid or erected in terms of any law) be constructed on or over the property or located in such a way that:
 - The flow of stormwater from higher lying property to lower lying property is impeded or obstructed and through which any property is or may be endangered; or
 - The flow of a natural watercourse (in which the local authority allow flood water to run-off, be discharged or to be canalised) is or can be changed, canalised or impeded.
 - 8.4.2 That the maintenance of such stormwater pipe, channel or work be the responsibility of the owner of the concerned property.
- 9 That access to Portion A of Erf 1052, Dorado Park, only be allowed from Sculptor Street.
- 10 That the applicant:
 - 10.1 Submit proof to the Chief Executive Officer not later than six (6) months from the date that this Council Resolution is adopted, that the proposed closure, subdivision and consolidation have been submitted to the Townships Board for consideration.
 - 10.2 Submit proof to the Chief Executive Officer within sixty (60) days after the issuing of the Closure, Subdivision and Consolidation Certificate that a surveyor has been appointed.
 - 10.3 Submit draft erf diagrams to the Chief Executive Officer within three (3) months after appointment of the surveyor, indicating that the survey has been completed and that the diagrams have been submitted to the Surveyor General for approval.

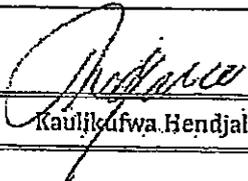
- 10.4 Sign the Deed of Sale not later than sixty (60) days after the approval of the diagrams and after having been requested to do so by the Chief Executive Officer and pay the purchase price.
- 11 That, should the applicant fail to comply with any of the conditions stipulated in paragraph 10 above, the allocation of Portion A of Erf 1052, Dorado Park to the applicant, be cancelled.
- 12 That, where the sale is not finalised within eighteen (18) months from the date of this Council Resolution, the allocation be cancelled: Provided that, should extension for the finalisation of the sale be requested and granted, the Chief Executive Officer reallocate the property at a revised price as calculated by the Strategic Executive: Planning, Urbanisation and Environment.
- 13 That, should the applicant wish to take occupation of Portion A of Erf 1052, Dorado Park prior to the conclusion of the sale, Portion A of Erf 1052, Dorado Park be leased to the applicant once the preliminary diagrams are available, pending the sale, at a monthly rental of N\$845.00.00, further subject to annual escalation in line with the Namibia Inflation Rate.
- 14 That Ministerial approval in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992) for the sale (and lease where applicable) and acquisition of Portion A of Erf 1052, Dorado Park, be obtained.

Financial implications

Service rendered	Funds required (N\$)	Funds available
Relocation of sewer line	31 117.00	Item 7084/01/3/05/9030

RESOLUTION 334/11/2011

VALUATION CERTIFICATE	
DIVISION: VALUATION SERVICES	
DATE OF VALUATION: 28/08/2025	
	
Erf No.:	1052
Suburb:	Dorado Park
Street name:	Virgo
Erf size:	6 677 m ²
Zoning:	Public Open Space
Density:	n/a
Required portion size:	PTN B = ±140 m ²
Current use of the portion under consideration:	Public open space
Acquisition purpose:	To be sold to owner of Erf 972 Dorado Park
Current vacant land going price / m ²	N\$ 1291
Size of the portion Required	140 m ²
Estimated market value	N\$ 180,740.00
<p>Comparable portions of land were sold in 2024 by the Council at a rate of N\$ 1244 per square metre. To align the price per square metre attained in 2024 with the current market-related pricing, the aforementioned price was adjusted for a one-year period. Following adjustment, a price of N\$ 1291 per square metre was established.</p> <p>Therefore, the required portion should be valued at N\$ 1291 /m².</p>	
Valued by:	 Kadikufwa Hendjala
Date:	28/08/2025

VALUATION CERTIFICATE	
DIVISION: VALUATION SERVICES	
DATE OF VALUATION: 28/08/2025	
	
Erf No:	1052
Suburb:	Dorado Park
Street name:	Virgo
Erf size:	6 677 m ²
Zoning	Public Open Space
Density:	n/a
Required portion size:	PTN C = ±140 m ²
Current use of the portion under consideration:	Public open space
Acquisition purpose:	To be sold to owner of Erf 973 Dorado Park
Current vacant land going price / m ²	N\$ 1291
Size of the portion Required	140 m ²
Estimated market value	N\$ 180,740.00
<p>Comparable portions of land were sold in 2024 by the Council at a rate of N\$ 1244 per square metre. To align the price per square metre attained in 2024 with the current market-related pricing, the aforementioned price was adjusted for a one-year period. Following adjustment, a price of N\$ 1291 per square metre was established.</p> <p>Therefore, the required portion should be valued at N\$ 1291 /m².</p>	
Valued by:	 Kaulikufwa Hendjala
Date:	28/08/2025

VALUATION CERTIFICATE
DIVISIÓN: VALUATION SERVICES
DATE OF VALUATION: 28/08/2025



Erf No.: 1052 Suburb: Dorado Park Street name: Virgo
 Erf size: 6.677 m² Zoning: Public Open Space Density: n/a
 Required portion size: PTN D = ±140 m²

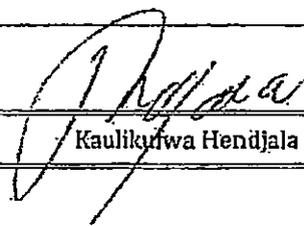
Current use of the portion under consideration: Public open space

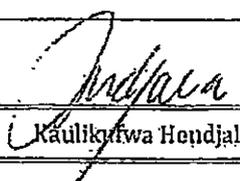
Acquisition purpose: To be sold to owner of Erf 974 Dorado Park.

Current vacant land going price/ m ²	N\$ 1291	
Size of the portion Required	140 m ²	
Estimated market value	N\$ 180,740.00	

Comparable portions of land were sold in 2024 by the Council at a rate of N\$ 1244 per square metre. To align the price per square metre attained in 2024 with the current market-related pricing, the aforementioned price was adjusted for a one-year period. Following adjustment, a price of N\$ 1291 per square metre was established.

Therefore, the required portion should be valued at N\$ 1291 /m².

Valued by:  Kaulikufwa Hendjala Date: 28/08/2025

VALUATION CERTIFICATE	
DIVISION: VALUATION SERVICES	
DATE OF VALUATION: 28/08/2025	
	
Erf No.:	1052
Suburb:	Dorado Park
Street name:	Virgo
Erf size:	6 677 m ²
Zoning:	Public Open Space
Density:	n/a
Required portion size:	PTN E = ±140 m ²
Current use of the portion under consideration:	Public open space
Acquisition purpose:	To be sold to owner of Erf 975 Dorado Park
Current vacant land going price/m ²	N\$ 1291
Size of the portion Required	140 m ²
Estimated market value	N\$ 180,740.00
<p>Comparable portions of land were sold in 2024 by the Council at a rate of N\$ 1244 per square metre. To align the price per square metre attained in 2024 with the current market-related pricing, the aforementioned price was adjusted for a one-year period. Following adjustment, a price of N\$ 1291 per square metre was established.</p> <p>Therefore, the required portion should be valued at N\$ 1291/m².</p>	
Valued by:	 Kaulikfwa Hendjala
Date:	28/08/2025

[Municipal Council Minutes: 2021-08-31(25)]

**1.1.3 FNS.1 [HPH] APPLICATION TO PURCHASE
A PORTION OF ERF 878, CIMBEBASIA
FOR CONSOLIDATION WITH ERF 792,
CIMBEBASIA EXTENSION 2
(13/2/1/1)**

On proposal by Councillor Ms N Larandja, it was

RESOLVED

- 1 That Erf 878, Cimbebasia Extension 2, be subdivided into Portion A ($\pm 94 \text{ m}^2$ in extent) and the Remainder, as indicated on Plan CIM 792-1, attached as page 138 to the agenda.
- 2 That Portion A of Erf 878, Cimbebasia Extension 2, be closed as public open space in terms of section 50(1)(c) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
 - 2.1 That the City prepare the closure notice and that the owner of Erf 792, Cimbebasia Extension 2, be responsible for inserting the notice in the media, placing a copy on-site and for distribution to affected neighbours and that proof of successful advertising be provided to the Strategic Executive: Housing, Property Management and Human Settlement before a Sales Agreement is signed.
- 3 That the applicant be responsible for the town planning and cadastral procedures, being subdivision into Portion A of Erf 878, Cimbebasia Extension 2, consolidation of Portion A of Erf 878, Cimbebasia with Erf 792, Cimbebasia Extension 2, survey and registration of the new consolidated erf, and the costs involved.
- 4 That, subject to the successful closure and implementation of all town planning and cadastral procedures and obtaining of an Environmental Management Clearance Certificate, Portion A of Erf 878, Cimbebasia ($\pm 94 \text{ m}^2$ in extent) be sold to the owner of Erf 792, Cimbebasia Extension 2, at an upset price of N\$645.00/m² being 50 % of N\$1 290.00 or N\$61 000.00 in total, as indicated on the Valuation Certificate dated 23 June 2021, attached as page 139 to the agenda, as determined by the Strategic Executive: Housing, Property Management and Human Settlement.
 - 4.1 That henceforth, all funds generated from the sale of resulting from the subdivision of public open spaces be used exclusively (unless with consent of Council), for the development of public open spaces into attractive public spaces, e.g., family parks, walking trails, etc.
 - 4.2 That the Strategic Executive: Finance and Customer Services create a dedicated account where proceeds of land sales resulting from the subdivision of public open spaces will be deposited.
 - 4.3 That a report on the utilisation of these funds (how it was dispensed), be provided at the next Management Committee/Council meeting.
- 5 That the applicant appoint a registered professional Engineer at its own cost to determine whether the western and south western boundaries of the proposed Portion A of Erf 878, Cimbebasia Extension 2 require protection against any potential flood damage.

- 6 That the sale of Portion A of Erf 878, Cimbebasia be subject to the following conditions:
- 6.1 That Portion A of Erf 878, Cimbebasia Extension 2 be consolidated with Erf 792, Cimbebasia Extension 2, simultaneously with transfer.
- 6.2 That Portion A of Erf 878, Cimbebasia assume the same zoning as the abutting Erf 792, Cimbebasia Extension 2, being 'residential' with a density of 1:250 m², in terms of clause 5(3) of the Windhoek Town Planning Scheme.
- 6.3 That the existing conditions registered against Portion A of Erf 878, Cimbebasia Extension 2 be replaced by the standard conditions of the title including a minimum building value equal to four (4) times the municipal valuation be registered against the consolidated erven.
- 6.4 That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme stating:
- 6.4.1 That no stormwater drainage pipe, canal, work or obstruction (except stormwater drain pipes, canal or work which have been authorised in writing by the local authority or which have been or may be built, laid or erected in terms of any law) be constructed on or over the property or located in such a way that:
- The flow of stormwater from a higher lying property to a lower lying property is impeded or obstructed and through which any property is or may be endangered; or
 - The flow of a natural watercourse (in which the local authority allow flood water to run-off, be discharged or to be canalised) is or can be changed, canalised or impeded.
- 6.4.2 That the maintenance of such stormwater pipe, channel or work be the responsibility of the owner of the concerned property.
- 6.5 That a condition for the resale of this property be included in the Title Deed of the erf, whereby transfer to a third party only take place with approval of the City of Windhoek. [Approval will only be granted after the Strategic Executive: Urban and Transport Planning has certified that the stormwater has been accommodated satisfactorily.]
- 7 That only one (1) electrical service connection be allowed from the municipal network to the consolidated erf.
- 8 That it be noted that one (1) additional electrical meter can be applied for an approved flat, should it be required.
- 9 That should an upgrade of the electricity supply point be required, the applicant and/or his representative contact the Strategic Executive: Electricity, well in advance, to determine whether the existing network can handle the additional loading and to determine the size and cost for the upgraded supply point.
- 10 That the applicant:
- 10.1 Submit proof to the Strategic Executive: Housing, Property Management and Human Settlement not later than six (6) months from the date of this Council Resolution that the

Environmental Management Clearance Certificate has been obtained and the proposed closure, subdivision and consolidation have been submitted to the Urban and Regional Planning Board for consideration.

- 10.2 Submit proof to the Strategic Executive: Housing, Property Management and Human Settlement within sixty (60) days after the issuing of the Subdivision and Consolidation Certificate that a Surveyor has been appointed.
- 10.3 Submit draft erf diagrams to the Strategic Executive: Housing, Property Management and Human Settlement within three (3) months after appointment of the Surveyor, indicating that the survey has been completed and that the diagrams have been submitted to the Surveyor General for approval.
- 10.4 Sign the Deed of Sale not later than sixty (60) days after having been requested to do so by the Strategic Executive: Housing, Property Management and Human Settlement and pay the purchase price.
- 11 That should the applicant fail to comply with any of the conditions stipulated in this Council Resolution, or fail to finalise the sale within eighteen (18) months from the date of this Council Resolution, that the allocation of Portion A of Erf 878, Cimbebasia Extension 2 to the owner of Erf 792, Cimbebasia Extension 2, beyond the eighteen (18) months be subject to a price escalation to be determined by the Strategic Executive: Housing, Property Management and Human Settlement.
- 12 That should the applicant/owner wish to take occupation of Portion A of Erf 878, Cimbebasia Extension 2 prior to the sale of Portion A of Erf 878, Cimbebasia Extension 2, same be leased to the applicant once the preliminary diagrams are available, pending the sale, at a monthly rental of N\$508.33, further subject to annual escalation in line with the Namibia Inflation Rate.
- 13 That the sale and lease of Portion A of Erf 878, Cimbebasia Extension 2 are subject to Ministerial approval in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 14 That the intended sale and lease of Portion A of Erf 878, Cimbebasia Extension 2 ($\pm 94 \text{ m}^2$ in extent), be advertised in terms of section 63(2) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 15 That the Acting Chief Executive Officer (Corporate Legal Adviser) draft the Deed of Sale.
- 16 That the resolution be implemented prior to confirmation of the minutes.

Financial implications

Service rendered	Funds required (N\$)	Funds available
Advertisements costs	4 000.00	Item 4000/20/1/10/0025

RESOLUTION 183/08/2021

NEIGHBOURS' CONSENT

SALE OF ERF A PORTION OF THE REMAINDER OF ERF 1052, DORADO PARK
EXTENSION 1 FOR CONSOLIDATION WITH ERF 975, DORADO PARK EXTENSION 1

NAME/S: SYLVIA NTS AUSIKY
IDENTITY NUMBER/S: 72081800438
PHYSICAL ADDRESS: ERF 974 SCULPTOR STREET
POSTAL ADDRESS: BOX 98006, WDHX

I/We the owners of Erf 974, Dorado Park Extension 1

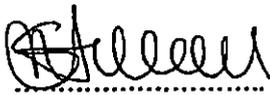
Indicate [x]

Do not object

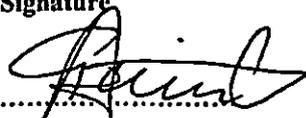
Object

If objecting, state reasons for objection

.....
.....
.....
.....



Signature



Signature

15/09/2025

Date

15/09/2025

Date

NEIGHBOURS' CONSENT

SALE OF ERF A PORTION OF THE REMAINDER OF ERF 1052, DORADO PARK
EXTENSION 1 FOR CONSOLIDATION WITH ERF 975, DORADO PARK EXTENSION 1

NAME/S: Jacque & Melissa January

IDENTITY NUMBER/S: 83011410461 - 860515200049

PHYSICAL ADDRESS: Erf 1494 Sculptor street

POSTAL ADDRESS: 23391 WINDHOK

I/We the owners of Erf 1494, Dorado Park Extension 1

Indicate [x]

Do not object

Object

If objecting, state reasons for objection

.....
.....
.....
.....



Signature

16-09-2025

Date



Signature

16.09.2025

Date



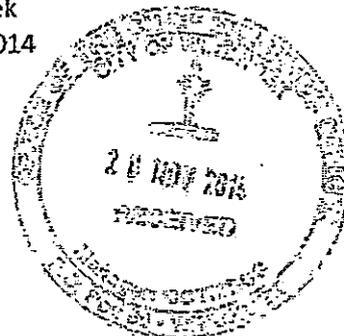
1170

08/2833/35

P. O. Box 96419

Windhoek

20/11/2014



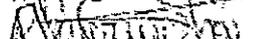
The Strategic Executive
Department of Urban planning & property management
City Windhoek

Dear Sir/Madam

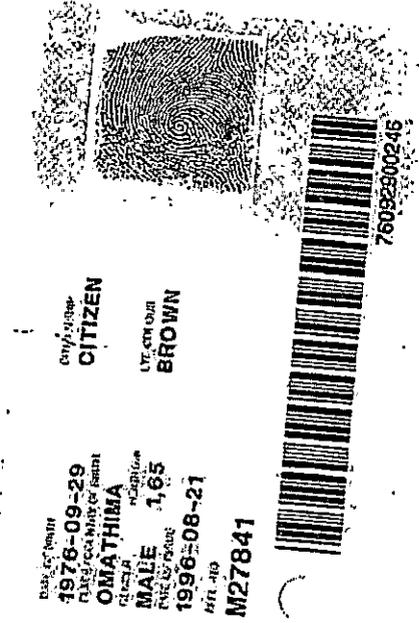
REQUEST TO EXTEND THE BORDER OF ERF 1106

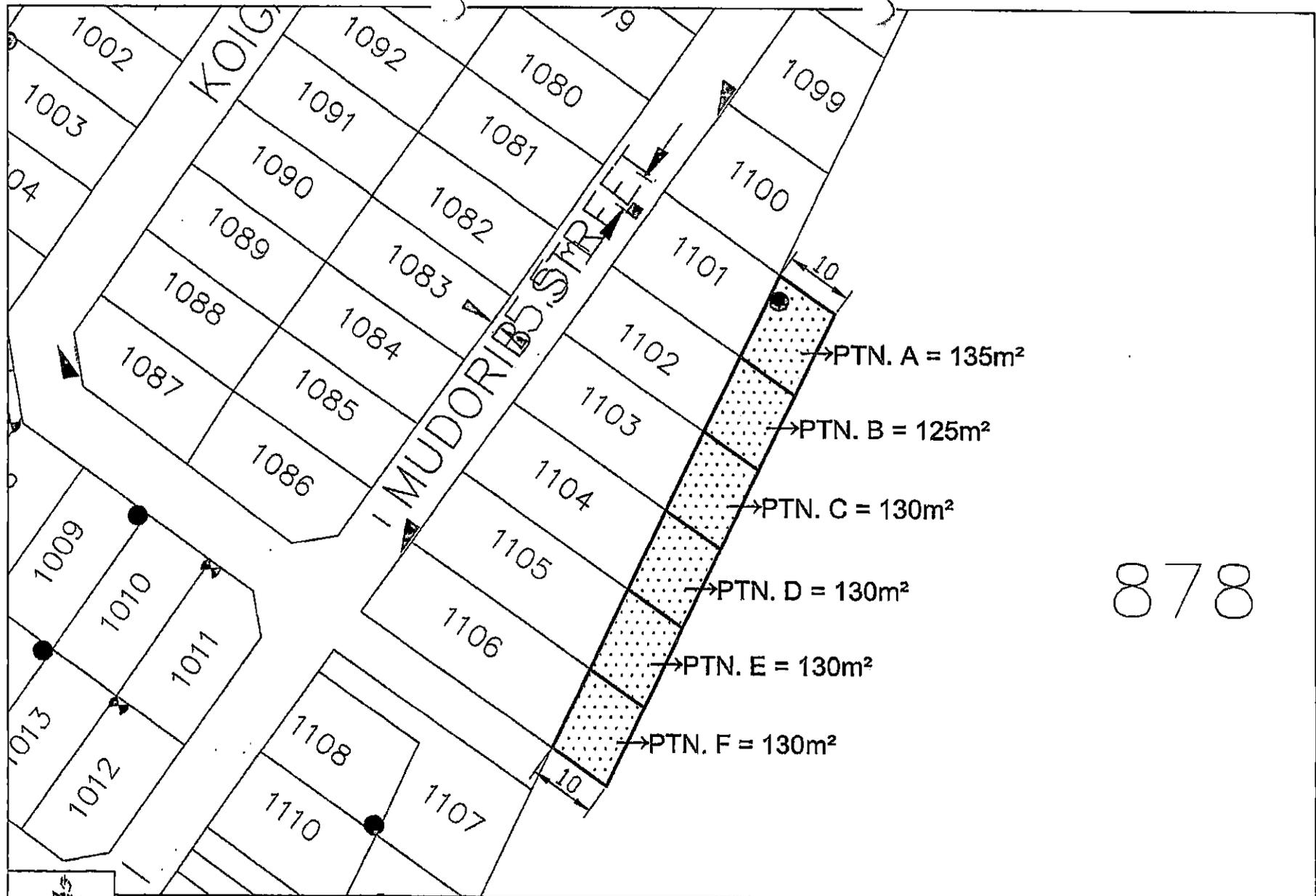
I, Pendapala Shigwedha, the owner of ERF 1106 – MUDORIB Street, Cimbebasia hereby request from the City of Windhoek to extend the mentioned ERF with 10 metre into Erf 878 (POS), and consolidate the extended portion to be one erf, if approved.

Best regards


Pendapala Shigwedha

3301





1172.

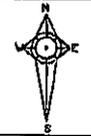
878



SUBDIVISION OF PORTIONS A - F OF ERF 878, CIMBEBASIA,
 FOR CONSOLIDATION WITH EEFV NO'S 1101 - 1106, CIMBEBASIA
 PATH: cad data/groups/geomatics/878-CIM PLAN NO: CIM 878-2

22 APRIL 2021

SCALE 1:1000



OF WINDHOEK has truly and legally sold on the 17TH day of OCTOBER 2007 and that he in his capacity aforesaid did, by these presents, cede and transfer, in full and free property to and on behalf of

PENDAPALA SHIGWEDHA
(BORN ON 29 SEPTEMBER 1976)
UNMARRIED

His Heirs, Executors, Administrators or Assigns,

CERTAIN: ERF NO. 1106 CIMBEBASIA
(EXTENSION NO. 3)

SITUATE: IN THE MUNICIPALITY OF WINDHOEK
REGISTRATION DIVISION "K"
KHOMAS REGION

IN EXTENT: 440 (FOUR FOUR NIL) Square Metres as indicated on
General Plan No. A138/2001

HELD by Certificate of Registered Title No. T6007/2001

SUBJECT to the following conditions imposed in terms of Town Planning Ordinance, 1954 (Ordinance 18 of 1954), namely-

IN FAVOUR OF THE OF THE MUNICIPAL COUNCIL OF WINDHOEK

- (a) The Erf shall be used or occupied only 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 Windhoek Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 [Ordinance 18 of 1954].
- (b) The building value of the main building, excluding the outbuilding, to be erected on the erf shall be at least four times the prevailing municipal valuation of the land.

WHEREFORE the Apparer, renouncing all the rights and title 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 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 amounting to the sum of N\$ 122 000-00 (One Hundred and Twenty Two Thousand Namibia Dollars Only).

Signed at WINDHOEK, on 2008-06-04 together with the Apparer and confirmed my seal of Office.

[Handwritten Signature]

SIGNATURE OF APPEARER



In my presence,

REGISTRAR OF DEEDS

Transfer Duty Receipt No. 105144145 for the amount of N\$220,00 issued by the Receiver of Revenue WINDHOEK on 25 APRIL 2008

1. *[Handwritten Signature]*

2. *[Handwritten Signature]*

I, the undersigned SHAFIMANA FIKAMENI IMMANUEL UEITELE Conveyancer, hereby certify in terms of section 78 of Act 23 of 1992 that all rates, fees or 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 this Act inclusive of any availability charge and minimum charge provided for in section 30(1) (u) has been paid up to and including the date of registration thereof.

[Handwritten Signature]

CONVEYANCER
UEITELE SFI

[Handwritten mark]

21 AUG 2009
 MORTGAGED (No. B 4454 2009)
 for N\$ 35 000 -- 00 (with preference for
 an additional amount not exceeding N\$ 7 000 -- 00)
 DEEDS OFFICE
 WINDHOEK
 JK Malumani
 REGISTRAR OF DEEDS

C 2865
 CANCELLED
 2015-06-04
 W. T. Eiseb

09 MAR 2012
 MORTGAGED (No. 214 a 012)
 for N\$ 252 000 .00 (with preference for
 an additional amount not exceeding N\$ 65 000 .00)
 DEEDS OFFICE
 WINDHOEK
 J. K. MALUMANI
 REGISTRAR OF DEEDS

C 2866 2012
 CANCELLED
 2015-06-04
 W. T. Eiseb

2015-06-04
 MORTGAGED (No. B 2943 / 2015)
 for N\$ 1200 000 -- 00
 DEEDS OFFICE
 WINDHOEK
 W. T. Eiseb
 REGISTRAR OF DEEDS

FOR INFORMATION ON THE MORTGAGE

THE MANAGER
PROPERTY MANAGEMENT DIVISION
CITY OF WINDHOEK

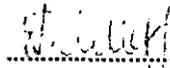
CONSENT LETTER FROM OWNER: ERF 1105.

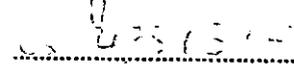
Your letter dated 11 September 2015, REF: L/1106/CIM refers.

I have seen the letter as referenced above, as well as the map/plan that the owner of Erf 1106 Cimbebasia , (Pendapala Shigwedha) who is my neighbour has applied to purchase a portion of Erf 878, for consolidation.

Mr. Shigwedha has indicated his intention to extend his house, as well as have a pool at the site, as his future plan to develop the area applied for. As a result, I have no objection to the proposed plans that my neighbour had.

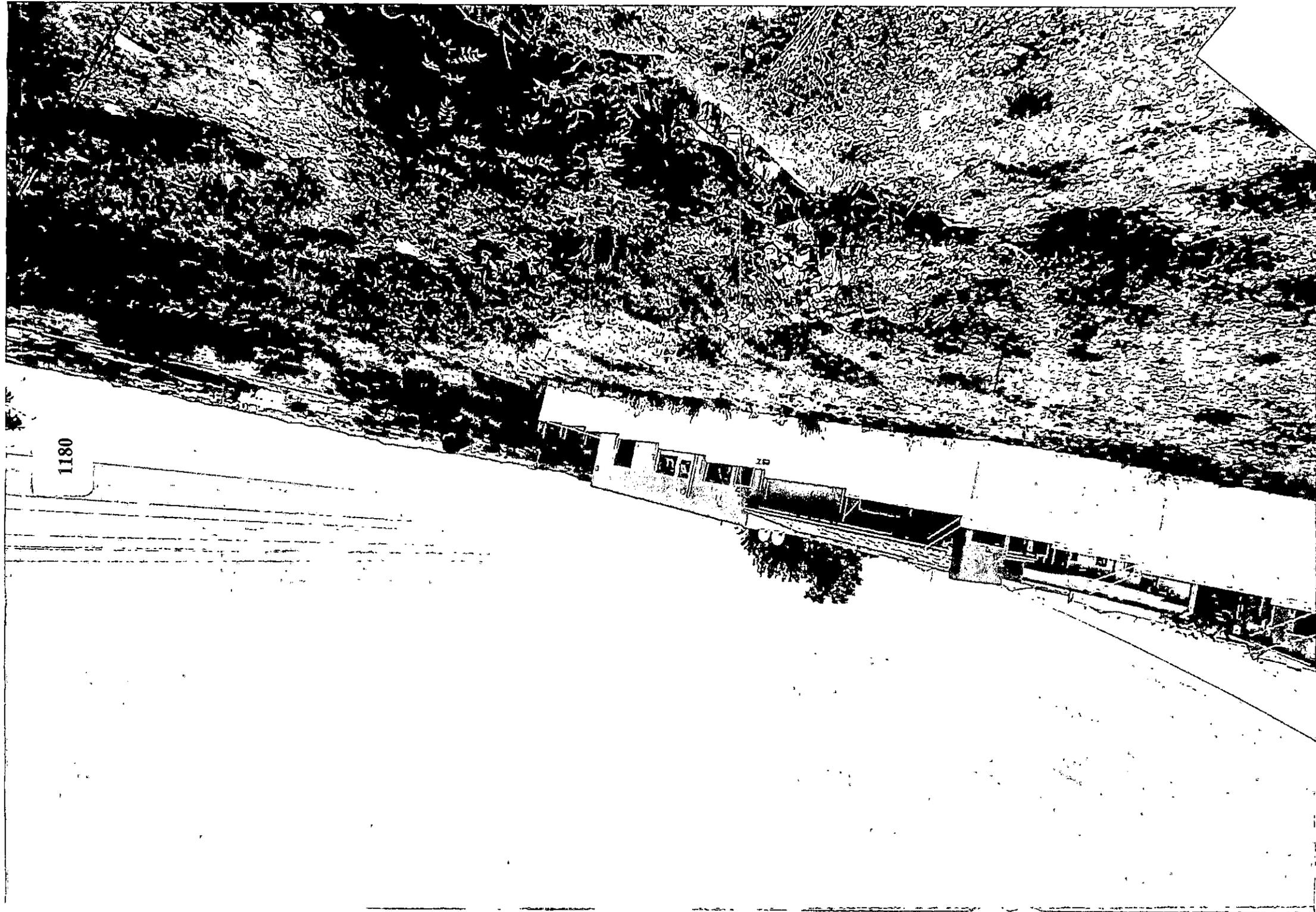
Regards


.....

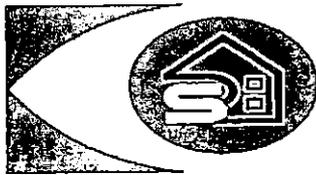
Cell: 
.....



1179



1180



SONRADA
REAL ESTATE & PROPERTY CONSULTANTS

P.O Box: 70204, Khomasdal - Address: 1970 Susanna Street, Khomasdal, Windhoek - Contact: +264 85 682 0686
Email: sonradap@gmail.com

13 February 2022

Department of Housing, Property Management and Human Settlement.

The Manager

P O Box 59

Windhoek

Attention: Mr. F Maanda

**APPLICATION TO PURCHASE A PORTION OF ERF 878 (PUBLIC OPEN SPACE)
CIMBEBASIA FOR CONSOLIDATION WITH ERF 845 CIMBEBASIA.**

RE: Reference is hereby made to the letter dated 30 June 2014.

The owner of Erf 845 Cimbebasia **Mr. Jacques Olivier ID No. 79111710017** has appointed Sonrada Properties CC to appeal on his behalf to the City, to reconsider its decision and re-evaluate the application and above request. The applicant has also taken into consideration the recommendation of the letter dated 30 June 2014 (see attached copy of letter).

Grounds for re-evaluation/Appeal

- That the proposed portion for purchase will not affect the initial width of the entrance to erf 878 Cimbebasia (See attached Map). There is also an additional access to the Open Space just in Kansas street just 150m from this access (See attached Zoning Map).
- The owner wishes to shift his north western wall further from the existing building and to enable vehicle passage to the rear of his erf, which is not currently possible (See attached Map).

Attached to this letter Kindly Find:

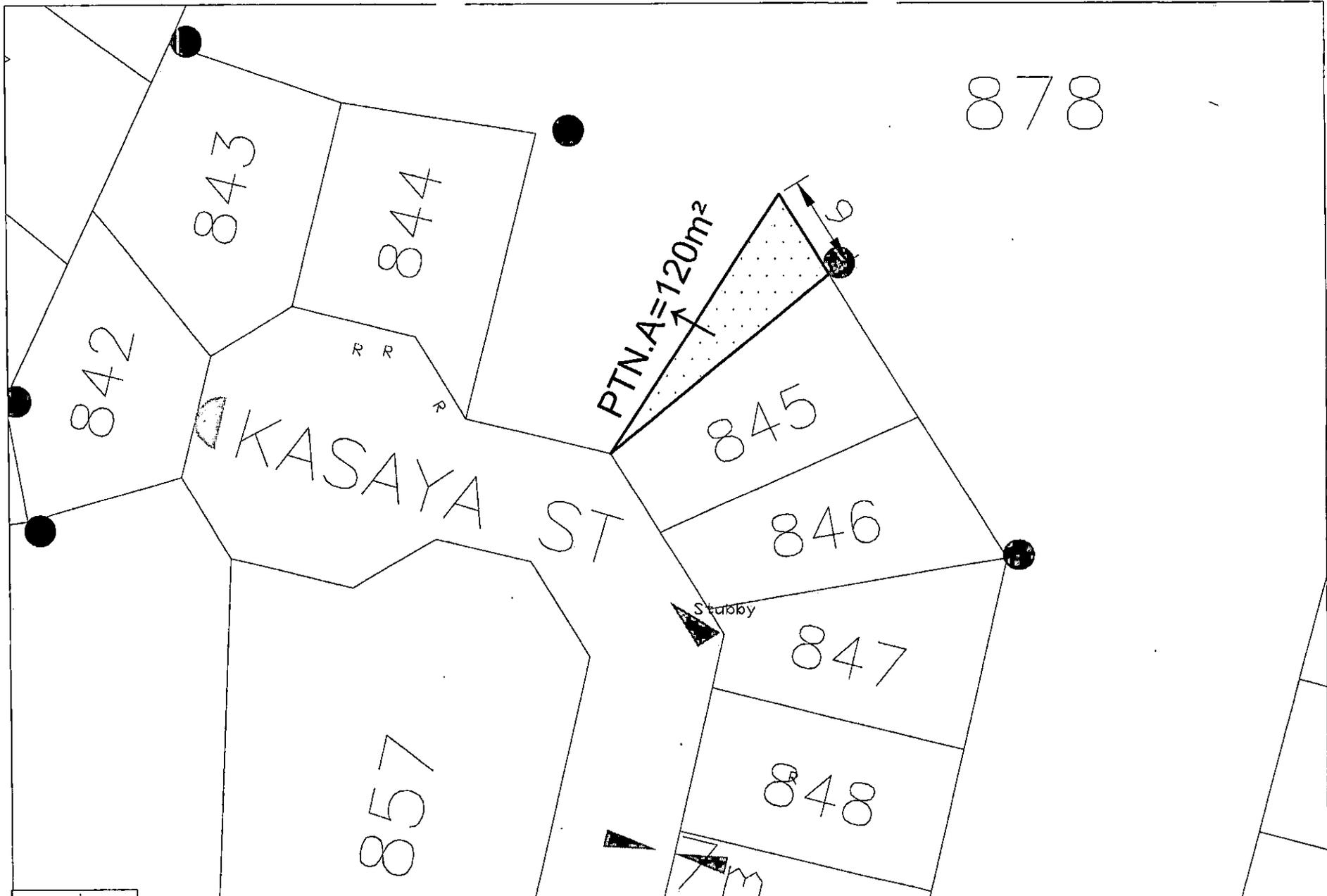
- ❖ City of Windhoek letter dated 30 June 2014
- ❖ Power of Attorney
- ❖ Locality Map & Surrounding Zoning Map
- ❖ Proposed Portion and Supporting Map

NOTE! The applicants proposed portion is however not bending any recommendations from the City, given that such recommendations kindly accommodate his request to gain access to the rear of his current erf.

Yours Faithfully

.....

G. Imene



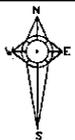
1183



SUBDIVISION OF A PORTION OF ERF 878, CIMBEBASIA,
 FOR CONSOLIDATION WITH ERF NO.845, CIMBEBASIA
 PATH: cad data/groups/geomatics/845-CIM PLAN NO: CIM 845-1

30 MAY 2023

SCALE 1:1000



N\$ 6080, 00

DUTY	1184	100
FEE'S		

CONVEYANCER
YSSEL, E.H.

20 JUL 2011
MORTGAGED

NO. 5 4199

for N\$ 820 000 - 00

an additional amount not exceeding N\$ 64 000 - 00

DEEDS OFFICE
WINDHOEK

REGISTRAR OF DEEDS

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

DEED OF TRANSFER

T 3602/2011

BE IT HEREBY MADE KNOWN:



THAT ETIENNE HENNING YSSEL

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

HANS NICOLAAS VAN WYK
Identity Number 590510 0035 9

And

DEELIA VAN WYK
Identity Number 610820 00 6401 7

MARRIED IN COMMUNITY OF PROPERTY TO EACH OTHER

dated the 3 JUNE 2011 and signed at WINDHOEK

[Handwritten mark]

AND THE SAID APPEARER declared that his Principal had truly and legally sold on the
12 MAY 2011 1185

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

1. JACQUES OLIVIER

Identity Number 791117 1007 1

MARRIED OUT OF COMMUNITY OF PROPERTY

2. CINDI-LEE OLIVIER

Identity Number 820414 1063 9

MARRIED OUT OF COMMUNITY OF PROPERTY

Their Heirs, Executors, Administrators or Assigns

CERTAIN

ERF 845 CIMBEBASIA (EXTENSION NO. 2)

SITUATE

In the Municipality of WINDHOEK
Registration Division "K"
Khomas Region

MEASURING

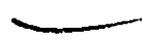
334 (Three Three Four) Square metres

FIRST TRANSFERRED

by Deed of Transfer No. T.728/2002 with General Plan S.G.
No. A679/95 relating thereto and held by Deed of Transfer No.
T.729/2002

SUBJECT

to the following conditions imposed in terms of Ordinance 18 of
1954 (See BC22/2007), namely:-



IN FAVOUR OF THE LOCAL AUTHORITY

1. The erf shall 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 Windhoek Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended.

2. The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four times the municipal valuation of the erf.

114

WHEREFORE the Appearer renouncing all the right and title which the said
TRANSFERORS

1187

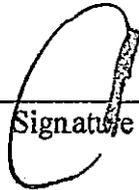
heretofore had to the premises, did, in consequence also acknowledge it to be entirely
dispossessed of, and disentitled to, the same; and that by virtue of these presents the said
TRANSFEREES

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 the purchase price of the aforesaid property amounts to
NS\$618 000.00

20 JUL 2011

SIGNED at WINDHOEK on
appearer, and confirmed with my seal of office.

together with the



Signature of Appearer

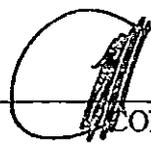


Transfer Duty Receipt No. 110101517
Issued at WINDHOEK on 15/7/2011
for N\$2 180.00

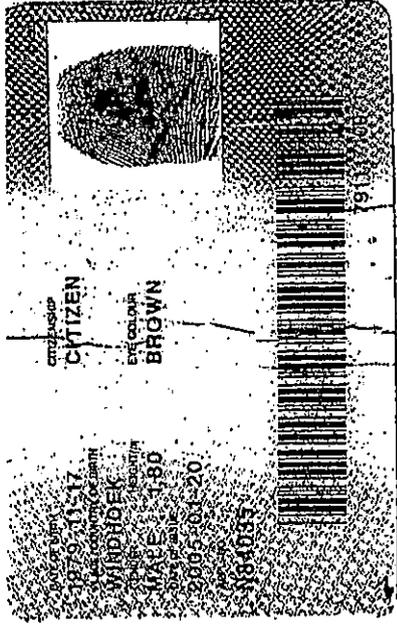
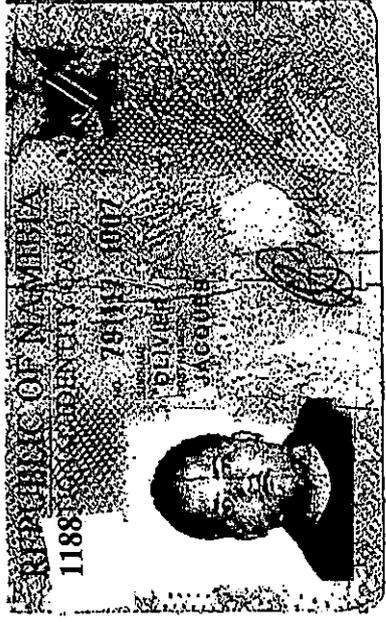
(Checked) 1.

2. 

I the undersigned, **ETIENNE HENNING YSSEL**, Conveyancer hereby certify in terms of Section 78
of Act 23/1992 that all rates leviable in respect of such immovable property in terms of this Act, 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 this Act, inclusive of any availability charge
and minimum charge provided for in section 30(1)(u) has been paid up to and including the date of
registration hereof.



CONVEYANCER
YSSEL, E.H.



820414 1053 9



007162
 2009-05-26
 FEMALE 175
 WINDHOEK
 1982-04-14
 CITIZEN
 BROWN

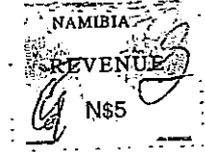


820414 1053 9

NATIONAL IDENTITY CARD

OLIVER
 CINDILEE



SPECIAL POWER OF ATTORNEY

I **Mr. Jacques Olivier** ID No. 79111710017 the undersigned in my capacity as the owner of Erf 845 Kasaya Street, Cimbebacia, Windhoek hereby nominates, constitute and appoint;

**SONRADA PROPERTIES INVESTMENTS CC
P.O BOX 70204
KHOMASDAL
WINDHOEK**

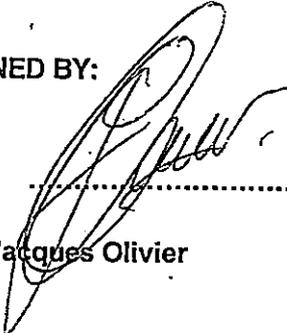
With power of Substitution, to be my lawful Attorney and Agent in my name, place and stead, to make the necessary application to the City of Windhoek for the;

- **APPLICATION FOR THE PURCHASE OF A PUBLIC OPEN SPACE PORTION FROM ERF 878 "Public Open Space" CIMBEBACIA.**

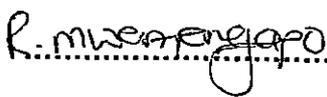
At the cost of the applicant and generally for effecting the purpose aforesaid, to be done whatsoever shall be requisite, as fully and effectively, for all intends and purposes we might or could do if personally present and acting herein-hereby ratifying, allow and confirm all and whatsoever my said agent shall lawfully do or cause to be done, by virtue of these present.

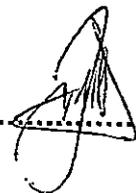
Signed at **WINDHOEK** on this 15 day of **September 2022** in the presence of the undersigned witnesses.

SIGNED BY:

1. 
.....
Mr. Jacques Olivier

AS WITNESSES:

1. 
.....

2. 
.....

[Municipal Council Minutes: 2004-08-25]

8.3.4

**BRB.2 [PLA] CALCULATION OF PURCHASE
PRICE – ADDITIONAL LAND SALES**
(16/15/2/2/1)

RGS done

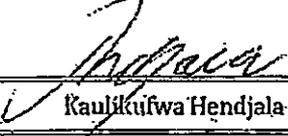
On proposal by Councillor Dr B von Finckenstein, it was

RESOLVED

That Council Resolution 405/08/95 be rescinded and replaced by the following:

- 1 That portions of open spaces, which are big enough to enhance the potential of the property with which the portion is to be consolidated, be valued at the full market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 2 That portions of open spaces which can be used as separate erven, with separate access and which are fully serviced, be valued at the full market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 3 That portions of open spaces which are too small to enhance the potential of the erf with which the portion is to be consolidated, be valued at 50 % of the market value as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 4 That, where fully market-related prices is payable, the costs incurred for the closure, town planning and cadastral procedures (as calculated by the Strategic Executive: Planning, Urbanisation and Environment) be deducted from the eventual purchase price: Provided that the eventual purchase price not be less than 50 % of the market-related price as determined by the Strategic Executive: Planning, Urbanisation and Environment.
- 5 That additional land being sold at a subsidised price for consolidation with the adjacent 'institutional' zoned properties not be allowed to deduct the costs mentioned in paragraph 4.
- 6 That the policy on the deduction of costs where full market-related purchase prices are payable also be made applicable to all outstanding sales subject to the conditions of the original resolution.

RESOLUTION 276/08/2004 [POLICY]

VALUATION CERTIFICATE	
DIVISION: VALUATION SERVICES	
DATE OF VALUATION: 21/08/2025	
	
Erf No.:	878
Suburb:	Cimbebasia
Street name:	Krinias
Erf size:	117 999.m ²
Zoning	Public Open Space
Density:	n/a
Required portion size:	±120 m ²
Current use of the portion under consideration:	Public open space
Acquisition purpose:	To be sold to owner of Erf 845 Cimbebasia for consolidation purposes
Current vacant land going price/ m ²	N\$ 1 336
Size of the portion Required	120 m ²
Estimated market value	N\$ 160,320,00
<p>Comparable portions of land were sold in 2024 by the Council at a rate of N\$ 1285 per square metre. To align the price per square metre attained in 2024 with the current market-related pricing, the aforementioned price was adjusted for a one-year period. Following adjustment, a price of N\$ 1 336 per square metre was established.</p> <p>Therefore, the required portion should be valued at N\$ 1 336 /m².</p>	
Valued by:	 Kaulikufwa Hendjala
Date:	21/08/2025

[Municipal Council Minutes: 2021-08-31(25)]

**4.1.3 FNS.1 [HPH] APPLICATION TO PURCHASE
A PORTION OF ERF 878, CIMBEBASIA
FOR CONSOLIDATION WITH ERF 792,
CIMBEBASIA EXTENSION 2
(13/2/1/1)**

On proposal by Councillor Ms N Larandja, it was

RESOLVED

- 1 That Erf 878, Cimbebasia Extension 2, be subdivided into Portion A ($\pm 94 \text{ m}^2$ in extent) and the Remainder, as indicated on Plan CIM 792-1, attached as page 138 to the agenda.
- 2 That Portion A of Erf 878, Cimbebasia Extension 2, be closed as public open space in terms of section 50(1)(c) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 2.1 That the City prepare the closure notice and that the owner of Erf 792, Cimbebasia Extension 2, be responsible for inserting the notice in the media, placing a copy on-site and for distribution to affected neighbours and that proof of successful advertising be provided to the Strategic Executive: Housing, Property Management and Human Settlement before a Sales Agreement is signed.
- 3 That the applicant be responsible for the town planning and cadastral procedures, being subdivision into Portion A of Erf 878, Cimbebasia Extension 2, consolidation of Portion A of Erf 878, Cimbebasia with Erf 792, Cimbebasia Extension 2, survey and registration of the new consolidated erf, and the costs involved.
- 4 That, subject to the successful closure and implementation of all town planning and cadastral procedures and obtaining of an Environmental Management Clearance Certificate, Portion A of Erf 878, Cimbebasia ($\pm 94 \text{ m}^2$ in extent) be sold to the owner of Erf 792, Cimbebasia Extension 2, at an upset price of N\$645.00/m² being 50 % of N\$1 290.00 or N\$61 000.00 in total, as indicated on the Valuation Certificate dated 23 June 2021, attached as page 139 to the agenda, as determined by the Strategic Executive: Housing, Property Management and Human Settlement.
- 4.1 That henceforth, all funds generated from the sale of resulting from the subdivision of public open spaces be used exclusively (unless with consent of Council), for the development of public open spaces into attractive public spaces, e.g., family parks, walking trails, etc.
- 4.2 That the Strategic Executive: Finance and Customer Services create a dedicated account where proceeds of land sales resulting from the subdivision of public open spaces will be deposited.
- 4.3 That a report on the utilisation of these funds (how it was dispensed), be provided at the next Management Committee/Council meeting.
- 5 That the applicant appoint a registered professional Engineer at its own cost to determine whether the western and south western boundaries of the proposed Portion A of Erf 878, Cimbebasia Extension 2 require protection against any potential flood damage.

- 6 That the sale of Portion A of Erf 878, Cimbebasia be subject to the following conditions:
 - 6.1 That Portion A of Erf 878, Cimbebasia Extension 2 be consolidated with Erf 792, Cimbebasia Extension 2, simultaneously with transfer.
 - 6.2 That Portion A of Erf 878, Cimbebasia assume the same zoning as the abutting Erf 792, Cimbebasia Extension 2, being 'residential' with a density of 1:250 m², in terms of clause 5(3) of the Windhoek Town Planning Scheme.
 - 6.3 That the existing conditions registered against Portion A of Erf 878, Cimbebasia Extension 2 be replaced by the standard conditions of the title including a minimum building value equal to four (4) times the municipal valuation be registered against the consolidated erven.
 - 6.4 That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme stating:
 - 6.4.1 That no stormwater drainage pipe, canal, work or obstruction (except stormwater drain pipes, canal or work which have been authorised in writing by the local authority or which have been or may be built, laid or erected in terms of any law) be constructed on or over the property or located in such a way that:
 - The flow of stormwater from a higher lying property to a lower lying property is impeded or obstructed and through which any property is or may be endangered; or
 - The flow of a natural watercourse (in which the local authority allow flood water to run-off, be discharged or to be canalised) is or can be changed, canalised or impeded.
 - 6.4.2 That the maintenance of such stormwater pipe, channel or work be the responsibility of the owner of the concerned property.
 - 6.5 That a condition for the resale of this property be included in the Title Deed of the erf, whereby transfer to a third party only take place with approval of the City of Windhoek. [Approval will only be granted after the Strategic Executive: Urban and Transport Planning has certified that the stormwater has been accommodated satisfactorily.]
- 7 That only one (1) electrical service connection be allowed from the municipal network to the consolidated erf.
- 8 That it be noted that one (1) additional electrical meter can be applied for an approved flat, should it be required.
- 9 That should an upgrade of the electricity supply point be required, the applicant and/or his representative contact the Strategic Executive: Electricity, well in advance, to determine whether the existing network can handle the additional loading and to determine the size and cost for the upgraded supply point.
- 10 That the applicant:
 - 10.1 Submit proof to the Strategic Executive: Housing, Property Management and Human Settlement not later than six (6) months from the date of this Council Resolution that the

Environmental Management Clearance Certificate has been obtained and the proposed closure, subdivision and consolidation have been submitted to the Urban and Regional Planning Board for consideration.

- 10.2 Submit proof to the Strategic Executive: Housing, Property Management and Human Settlement within sixty (60) days after the issuing of the Subdivision and Consolidation Certificate that a Surveyor has been appointed.
- 10.3 Submit draft erf diagrams to the Strategic Executive: Housing, Property Management and Human Settlement within three (3) months after appointment of the Surveyor, indicating that the survey has been completed and that the diagrams have been submitted to the Surveyor General for approval.
- 10.4 Sign the Deed of Sale not later than sixty (60) days after having been requested to do so by the Strategic Executive: Housing, Property Management and Human Settlement and pay the purchase price.
- 11 That should the applicant fail to comply with any of the conditions stipulated in this Council Resolution, or fail to finalise the sale within eighteen (18) months from the date of this Council Resolution, that the allocation of Portion A of Erf 878, Cimbebasia Extension 2 to the owner of Erf 792, Cimbebasia Extension 2, beyond the eighteen (18) months be subject to a price escalation to be determined by the Strategic Executive: Housing, Property Management and Human Settlement.
- 12 That should the applicant/owner wish to take occupation of Portion A of Erf 878, Cimbebasia Extension 2 prior to the sale of Portion A of Erf 878, Cimbebasia Extension 2, same be leased to the applicant once the preliminary diagrams are available, pending the sale, at a monthly rental of N\$508.33, further subject to annual escalation in line with the Namibia Inflation Rate.
- 13 That the sale and lease of Portion A of Erf 878, Cimbebasia Extension 2 are subject to Ministerial approval in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 14 That the intended sale and lease of Portion A of Erf 878, Cimbebasia Extension 2 ($\pm 94 \text{ m}^2$ in extent), be advertised in terms of section 63(2) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 15 That the Acting Chief Executive Officer (Corporate Legal Adviser) draft the Deed of Sale.
- 16 That the resolution be implemented prior to confirmation of the minutes.

Financial implications

Service rendered	Funds required (N\$)	Funds available
Advertisements costs	4 000.00	Item 4000/20/1/10/0025

RESOLUTION 183/08/2021

[Municipal Council Minutes: 2001-07-25]

8.3.28

**UPG.1 [PLA] POLICY FOR THE DISTRIBUTION
AND FUTURE USAGE OF PUBLIC OPEN
SPACE IN WINDHOEK
(3/1/P) (16/15/1)**

On proposal by Councillor Dr B von Finckenstein, it was

RESOLVED

- 1 That the 'Policy for the Distribution and Future Usage of Public Open Space in Windhoek', its appendices and the plan 'Parks in Windhoek 2000' be adopted as policy documents.
- 2 That urban development within Windhoek, by the public or private sector, be guided, inter alia, by the general principles contained in the Policy.
- 3 That the usage of open spaces as set out in the appendices be approved and that the recommended facilities accompanying the designation and as set out in chapter 5 of this policy be adopted as minimum targets for parks and recreational development.
- 4 That the approved usage and designated facilities be used to assist annual budgeting for further development commensurate with the designated role of the open space.
- 5 That based on the principle that people should not have to walk for longer than ten minutes to get to a local facility such as a park, the size and distance criteria set out in chapter 6 be adopted as design guidelines for new townships.
- 6 That the City recognise its heritage of fragile eco-systems identified in the report comprising river courses, dams, mountains, hilltops and steep valleys, and other natural features and is determined that they be subject to environmental conservation measures and that opportunities be pursued for sensitive recreational development and eco-tourism so as to maintain a balance between conservation and recreational open spaces.
- 7 That special protection be provided for drainage areas by way of a buffer 'infiltration area' extending to a recognised distance from the riverbeds so that absorptive soil sponge next to the riverbank can be retained to facilitate seepage of water into the groundwater reserves, for maintaining riverine ecological systems, and also to act as a bio-filter, cleaning water before it is deposited into the riverbed.
- 8 That the following guidelines be used for assessing applications for portions of public open space:
 - 8.1 A watercourse including an 'infiltration area' not be permanently closed, other than with a servitude to prevent building within the infiltration area, or be used other than as park, a garden or a recreational area.

- 8.2 The 'infiltration area' be assessed preferably by a hydrogeological study to be carried out as part of an environmental impact study to assess groundwater vulnerability and to fix the boundaries for subdivision of developable erven along watercourses and other identified areas of groundwater vulnerability, or where this is not feasible then by the following criteria:
- Adoption of the 1:100 year flood line where this is available, or
 - Imposition of a 5 metre wide infiltration area between the seasonally active bed of a watercourse which is further than 500 metre or more from its bounding watershed, and the nearest structures.
- 8.3 The physical occurrence of a watercourse be defined as being the outer edge of the seasonally active (gravel) bed or the identifiable banks of a watercourse.
- 8.4 The protection afforded by an infiltration area be applicable for a watercourse should it be 500 metre or more from its bounding watershed or should special topographical or flow conditions warrant earlier recognition.
- 8.5 No area within a 1 in 50 year flood line be built upon or used for any purpose other than as park, a garden or a recreational area.
- 8.6 Minor watercourses (drainage channels) be consolidated with adjacent properties provided that any 'infiltration area' of the watercourse is reserved by a servitude free of structures or impermeable surfacing.
- 8.7 That no land designated for a City, suburban or neighbourhood park be diminished in any way unless a park development plan exist which indicate clearly that some portion of the land not be used by the community and represent waste land.
- 8.8 That in all cases where application is made for rezoning, consent use, or subdivision in the vicinity of a watercourse for non residential activities which pose a threat of polluting the watercourse, and in all cases where such a development lie within 10 metre of a watercourse, a hydrogeological study be carried out:
- To assess groundwater vulnerability,
 - To recommend conditions for the development and
 - To fix the boundaries for any subdivision of developable erven along watercourses and other identified areas of groundwater vulnerability.
- 8.9 That where application is made for rezoning, consent use, or subdivision in the vicinity of a watercourse full details of the proposed activities be supplied so as to enable the City to assess the groundwater vulnerability.

- 8.10 That in other cases not involving watercourses or designated parks, 10 metre wide portions of land be acquired for consolidation with adjacent erven provided that:
- The extent of land taken would not undermine the value of the open space to the community;
 - Extraction of a portion will not damage or inhibit access of the public to the open space;
 - Only one 10 metre wide portion may be acquired with no subsequent extraction (small variations from the 10 metre may be permitted to accommodate local features);
 - Neighbours and other affected parties have no valid objection;
 - The new usage would not damage any scenic views of the hillside or any valuable natural features, and
 - Services are not adversely affected.
- 9 That, as opportunity arises, every remaining open space be considered in respect of its full extent for closure, partial closure or retention and that no recommendations be made on the basis of a partial investigation only.
- 10 That the criteria set out above and in the Policy be used in the design of new settlements and that specially attractive or sensitive natural features and areas of scenic beauty be incorporated for their protection into future open spaces as far as is reasonably possible.
- 11 That for all townships proclaimed since 1980, except for additional strips of land along the edges of steep hillsides (approximately 10 metre wide), where application is supported by affected adjacent erf owners, no further small scale diminution of open spaces be supported.
- 12 That for townships proclaimed before 1980, namely Katutura and Extensions 1 to 13, Khomasdal and Extensions 1 to 3, Windhoek residential townships, Klein Windhoek and Extensions 1 to 3, Erosark, Academia, Olympia and Pionierspark, except for approximately 10 metre wide strips along the edges of steep hillsides, where application is supported by affected adjacent erf owners, applications be handled in terms of paragraphs 8 and 9 and further small scale diminution only be allowed where such diminution has already commenced.
- 13 That the above rules not be interpreted to bar the City from totally closing an open space which serve only as a drainage channel and by piping the stormwater flow, to make the land available for urban use or where the area is to be physically closed or fenced off for security purposes at the request of adjacent erf owners.
- 14 That in all new township development a hydrogeological study be carried out as part of any environmental impact analysis or feasibility study to assess groundwater vulnerability and to fix the boundaries for subdivision of

developable erven along watercourses and other identified areas of groundwater vulnerability.

- 15 That the public be reminded that in terms of Council Resolution 55/02/93 of 24 February 1993 which has been incorporated into this Policy, it consider the allocation of portions of public open spaces for local community development of community facilities with or without a community centre as part of Citizen-City partnership initiatives.
- 16 That the City see the establishment of common goals in the conservation and utilisation of open spaces in the City as a critical factors in promoting social upliftment and improving the living conditions of its citizens.

RESOLUTION 251/07/2001 [POLICY]

1200



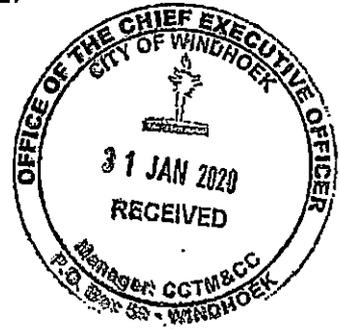
1201

Box 8178, Bachbrecht
Windhoek, Namibia
naturesolutions@iway.na
Cell: +264 811410927

31 January 2020

Property Management
City of Windhoek
Box 59
Windhoek

Dear Sir/Madam



Application to buy portion of Erf 1054, Klein Windhoek

I am the owner of Erf 989 Klein Windhoek that is adjacent to the vacant Erf 1054. I hereby apply to buy a portion of the vacant Erf 1054 to incorporate to Erf 989. The strip of land applied for measures 10m from the boundary of Erf 989. The additional land will be used to construct a double garage and a 2-bedroom flat.

Thank you for your consideration

Yours Sincerely



Michael Siblatani

2019 -11- 2 1

SIB3/0001

DEED OF TRANSFER NO.

T 8161./2019

- 1. CARL FRANCOIS MENDELSON**
- 2. GABRIELE KAIRIES**

in favour of

**MICHAEL MWITA SIBALATANI
AND CECILIA CHUMA SIBALATANI**

Erf No. 989, Klein Windhoek, Windhoek, Namibia


CRONJÉ & CO.

ATTORNEYS | NOTARIES | CONVEYANCERS

P.O. BOX 81588

OLYMPIA

WINDHOEK

TEL: 061 247 435

FAX: 061 247 436

Web: www.cronjelaw.com

I hereby certify that in terms of Section 3(1) read with Item 5(1) of the 1st Schedule of the Stamp Duties Act (Act No. 15/1993) Stamp Duty of the value of N\$ 22 750.00 has been paid and that

Prepared by me:

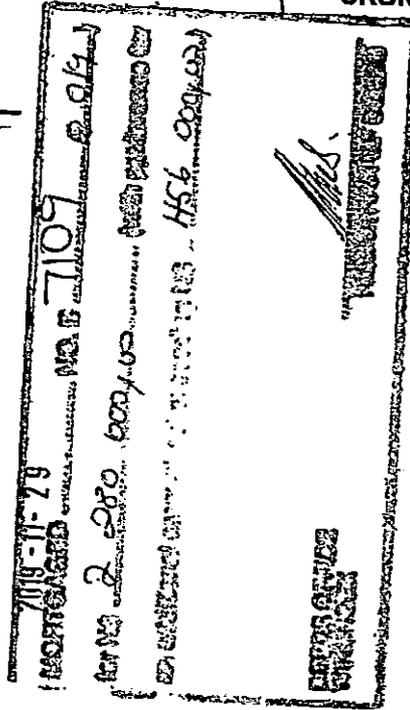
Meray
CONVEYANCER
CRONJÉ, H

Receipt No. 0200025403

dated 14-10-2019

has been RECEIVED BY REVENUE

Receiver of Revenue
Windhoek



CRONJÉ & CO.
Attorneys, Notaries & Conveyancers
1 Charles Cathral Street, Olympia
P O Box 81588, Olympia
Windhoek

Deed of Transfer No.

BE IT HEREBY MADE KNOWN:

T 8161-1/2019

THAT HELENE CRONJÉ

appeared before me, the Registrar of Deeds, at Windhoek, she the said Appearer, being duly authorised thereto by a Power of Attorney granted to her by

1. **CARL FRANCOIS MENDELSON**
Identity Number 510817 1001 2
Unmarried
2. **GABRIELE KAIRIES**
Identity Number 540704 0042 7
Unmarried

dated the 24th day of September 2019, and signed at Windhoek

AND THE SAID APPEARER declared that her said principals on the 20th August 2019 had truly and legally sold to the undermentioned transferees the hereinaftermentioned property;

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

MICHAEL MWITA SIBALATANI
Identity Number 751124 0012 9

and

CECILIA CHUMA SIBALATANI
Identity Number 791225 0023 5
Married in Community of Property to each other

their Heirs, Executors, Administrators or Assigns,

CERTAIN	Erf No. 989, Klein Windhoek
SITUATE	In the Municipality of WINDHOEK Registration Division "K" KHOMAS Region
MEASURING	1429 (One Four Two Nine) Square metres
FIRST TRANSFERRED	by Deed of Transfer No. T471/1958 with General Plan No. A858/57 relating thereto
HELD BY	Deed of Transfer No. T 2170/1992
SUBJECT	to the following conditions imposed in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended, namely:

IN FAVOUR OF THE LOCAL AUTHORITY

1. The erf shall be used or occupied only 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 Windhoek Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended.
2. The building value of the main building, excluding the outbuilding to be erected on the erf shall be at least four times the municipal valuation of the erf.

e

WHEREFORE the Appearer, renouncing all the Right and Title the TRANSFERORS heretofore had to the premises, did, in consequence, also acknowledge the TRANSFERORS to be entirely dispossessed of, and disentitled to, the same, and that, by the virtue of these Presents, the said TRANSFEREES, his heirs, executors, administrators or assigns, now are and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its Rights; and finally acknowledging the purchase price amounting the sum of N\$ 2 875 000.00.

SIGNED at WINDHOEK, on 2019-11-29, together with the Appearer, and confirmed with my seal of office.

Morauq
Signature of Appearer

In my presence



REPUBLIC OF NAMIBIA
MINISTRY OF FINANCE
Inland Revenue
TRANSFER DUTY - FORM B
DECLARATION BY PURCHASER

TRANSFERORS (Sellers)
1. GABRIELLE KAIRIES
2. CARL FRANCOIS MENDELSON

TRANSFEREES (Purchasers)
MICHAEL MWITA SIBALATANI
CECILIA CHUMA SIBALATANI

DESCRIPTION OF PROPERTY

CERTAIN Erf No. 989, Klein Windhoek

SITUATE In the Municipality of WINDHOEK
Registration division "K"
KHOMAS Region

MEASURING 1429 (One Four Two Nine) square metres

Date of transaction	20 AUGUST 2019	Consideration: N\$ 2 875 000.00
TRANSFER DUTY PAID BY.	CRONJE & CO.	
Postal address.	P O Box 81588 WINDHOEK	

FOR OFFICIAL USE

Transfer duty paid on N\$... 2875000.00

Law under which duty charged

PURCHASED PRICE
Being

Steel defacing stamp of office of issue

RECEIVED OF INLAND REVENUE
25/10/19
Receiver of Revenue

CASH REGISTER RECEIPT



Handwritten marks and initials at the bottom right of the page.



REPUBLIC OF NAMIBIA

MINISTRY OF FINANCE
INLAND REVENUE DEPARTMENT

PAYMENT RECEIPT

Receipt Number: 0200027084

Office Code	TIN	Taxpayer Name	Postal Address	Received by
02	01599501	Michael Mwita Sibalatani	P.O. Box 8178 Bachbrecht Windhoek Namibia	Motra , Vries

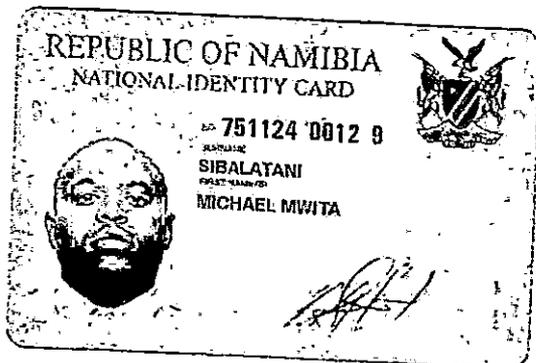
Transfer Duty Details:

Transferor Name(Seller)	Gabriele Kairies Carl Francois Mendelsohn		
Transferee Name (Purchaser)	Michael Mwita Sibalatani Cecilia Chuma Sibalatani		
Conveyancer Name	Johannes C Cronje		
Physical Address of Property	Erf No. 989, Klein Windhoek		
Town	Windhoek	Region	Khomas
Size of Property	1429	Date of Transaction	20-08-2019
Consideration (Purchase Price)(N\$)	2,875,000.00	Transfer Duty paid on (N\$)	2,875,000.00

Tax Type	Year	Period	Payment Date	Liability Type	Payment Mode	Received Amount (N\$)
Transfer Duty	2020	-	24-10-2019	Duties & Levies	Direct Deposit	124,000.00
Total Amount(N\$)						124,000.00

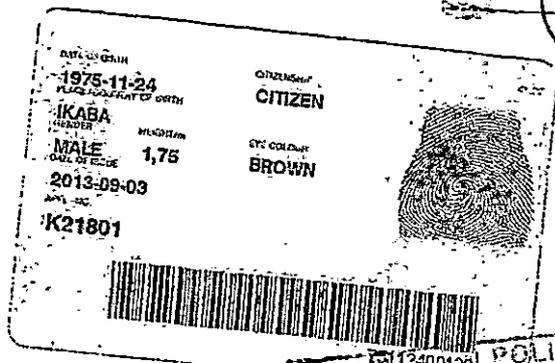
This is the original receipt

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 A
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I certify that this document is a true reproduction of the original which was examined by me and that from my observations, the original has not been altered in any way.

[Signature]
 Signatur



STATE POLICE
 12400129
 WINDHOLE

17 JUL 2019

79122500235

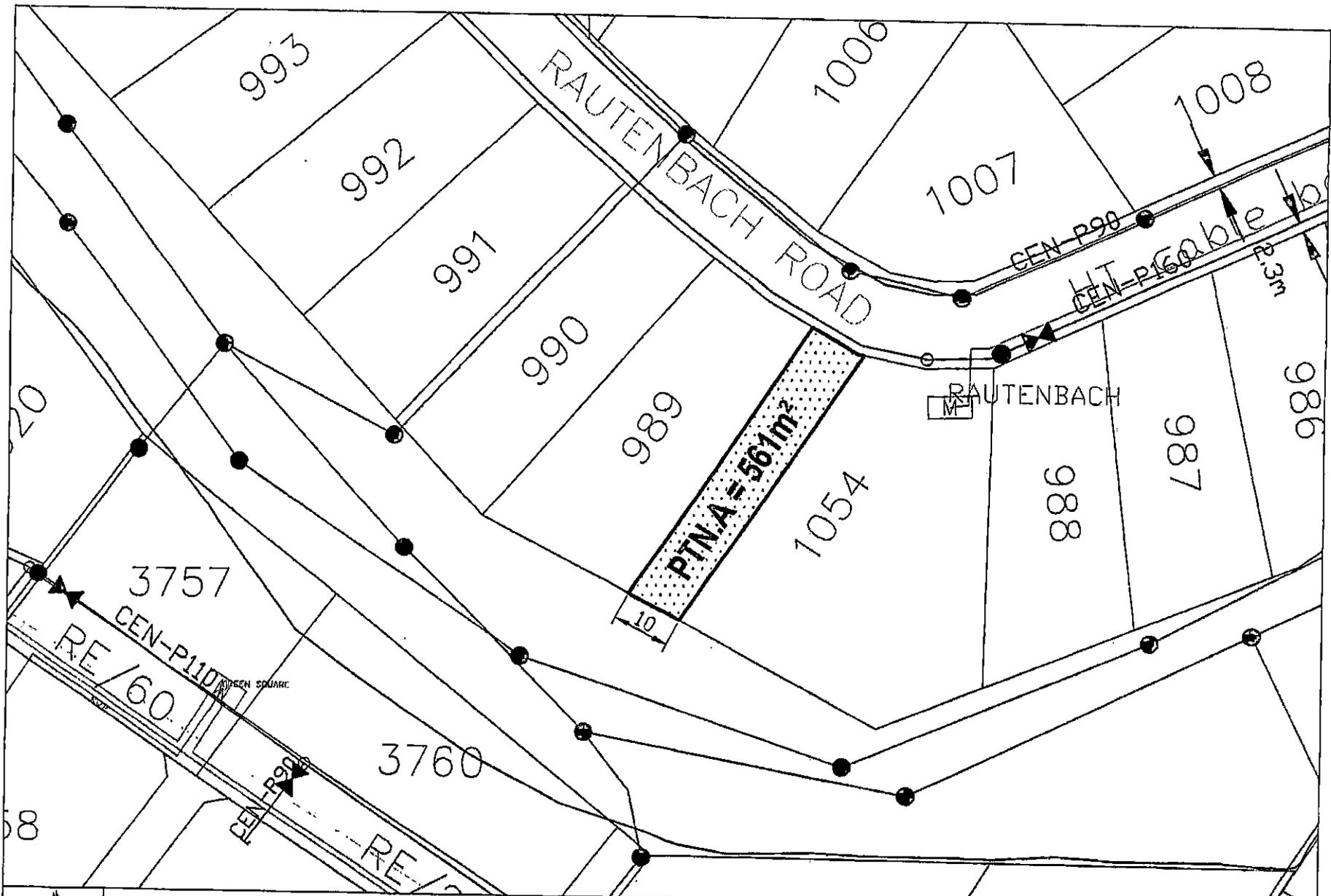



MR3855
2009-04-29
FEMALE 1.60
KATIMA MULLO
1979-12-25
CITIZEN
BROWN



REPUBLIC OF NAMIBIA
NATIONAL IDENTITY CARD
791225 0023 5
SIBALATANI
CECILIA CHUMA





1210



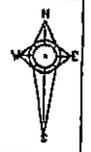
SUBDIVISION OF A PORTION ERF 1054, KLEIN WINDHOEK
 FOR CONSOLIDATION WITH ERF 989, KLEIN WINDHOEK

17 MARCH 2021

PATH: o:\cad data\groups\geomatics\989KW

PLAN NO: KW 989-1

SCALE 1:1000



VALUATION CERTIFICATE		
DIVISION: VALUATION SERVICES		
DATE OF VALUATION: 22/09/2025		
Erf No.:	1054	Suburb: Klein Windhoek
Street name:	Rautenbach	
Erf size:	2854 m ²	Zoning: Public open space
Density:	n/a	
Required portion size:	561 m ²	
Current use of the portion under consideration:	vacant	
Acquisition purpose:	To be sold for consolidation with Erf 989 Klein Windhoek	
Current vacant land going price/ m ²	N\$1 754	
Size of the portion Required	561 m ²	
Estimated market Value	N\$ 984 000.00	Rounded off
<p>Comparable portions of land were sold in 2023 by the Council at a rate of N\$ 1538.38 per square meter. To bring the price per square meter achieved in 2023 up to what could be today's market related price the above price per square meter was escalated using market inflation rate from 2023 to 2024. After escalation a price of N\$1754/ m² was produced. Consequently the subject should be valued at N\$1 754 /m²</p>		
Valued by:	Kaullufwa Hendjala	Date: 22/09/2025

Erf 989 KW



PLAN AFRICA CONSULTING CC
TOWN AND REGIONAL PLANNERS

Box 4114
WINDHOEK
8 Delius Street
Windhoek (West)
Tel: (061) 212096 Cell: 0812716189
Fax: (061) 213051

Amie 5/10/12

26/09/2012

The Manager: Property Management
Windhoek City Council
Box 59
WINDHOEK

Attention: E. Shipiki

Sir

**PURCHASE OF A PORTION OF ERF 971 KLEINE KUPPE AND SUBSEQUENT
CONSOLIDATION OF THE PORTION WITH ERF 474 KLEINE KUPPE.**

Plan Africa Consulting CC was appointed by the owner of Erf 474 Kleine Kuppe, Mr. WG Snyders to apply on his behalf for the purchase of a portion of the adjacent open space Erf 971 for consolidation with erf 474. Mr Snyders is the owner of Erf 474 Kleine Kuppe.

Location & Zoning

Erf 474 is located in Blinkpan Street, Kleine Kuppe. The Erf 471 is zoned "residential" with a density of 1 dwelling unit per 300m². Erf 971 is zoned as "Public Open Space" and is primarily a storm water course with not much developable land on its banks. Erf 474 is 462m² in extent and is located in the newly established township of Kleine Kuppe.

✓

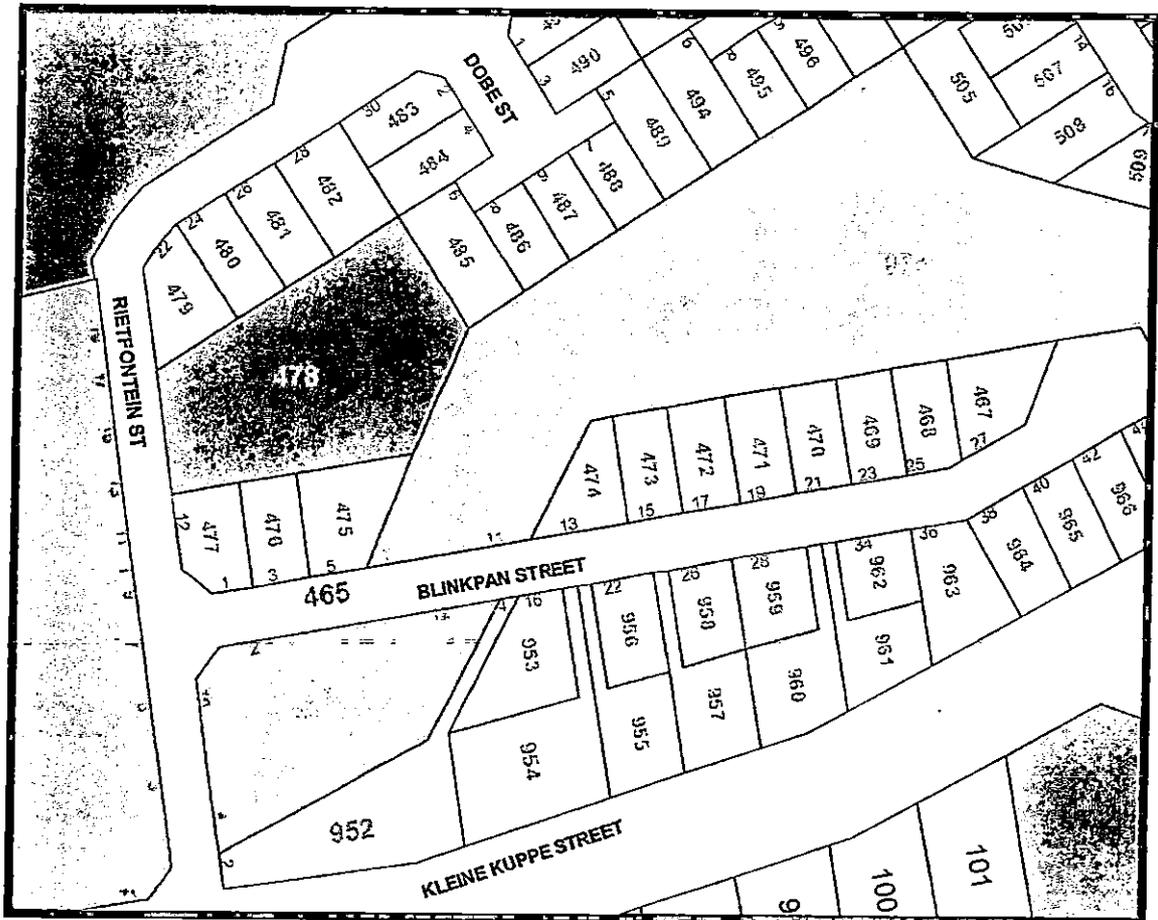


Figure 1: Zoning

Reason for Purchase

Erf 474 is bordered by Erf 473 on the east and erf 971 which is a big open space on the remaining boundary and therefore only has one immediate neighbour. This location situation creates the opportunity for the owner to extent the property on one side. An inspection carried out by the City of Windhoek in March 2012 found that the owner has built and encroached the boundary of his erf onto erf 971. Instead of breaking down the structure as stipulated in *Regulation 26 (b) of the Windhoek Municipality Building Regulations*, the owner opted to purchase a 5m wide portion of Erf 971 and consolidate it with erf 474 Kleine Kuppe as to avoid the demolition of his property.

A portion of approximately (175m²) located outside the storm water course can be utilized for the extension of his existing property beyond the unintentional illegal wall.

The respective portion is sandwiched between the existing house the main storm water channel.

Erf 971 is however reserved as "public open space" and is not included in the policy list of public open spaces. Erf 971 is not designated for any development because of the major storm water course which acts as a major constraint to development. The required portion can however be developed if used together with Erf 474 and would be used largely for landscaping and parking.

Councils Open Space Policy makes provision for the purchase 10m wide portions of open space parallel to existing erven for consolidation purposes. The portion in question is not affected by the stormwater course and currently has no meaningful use.

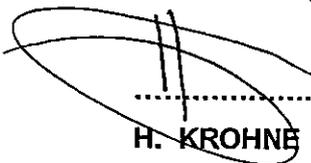
Application

Application is made for the following:

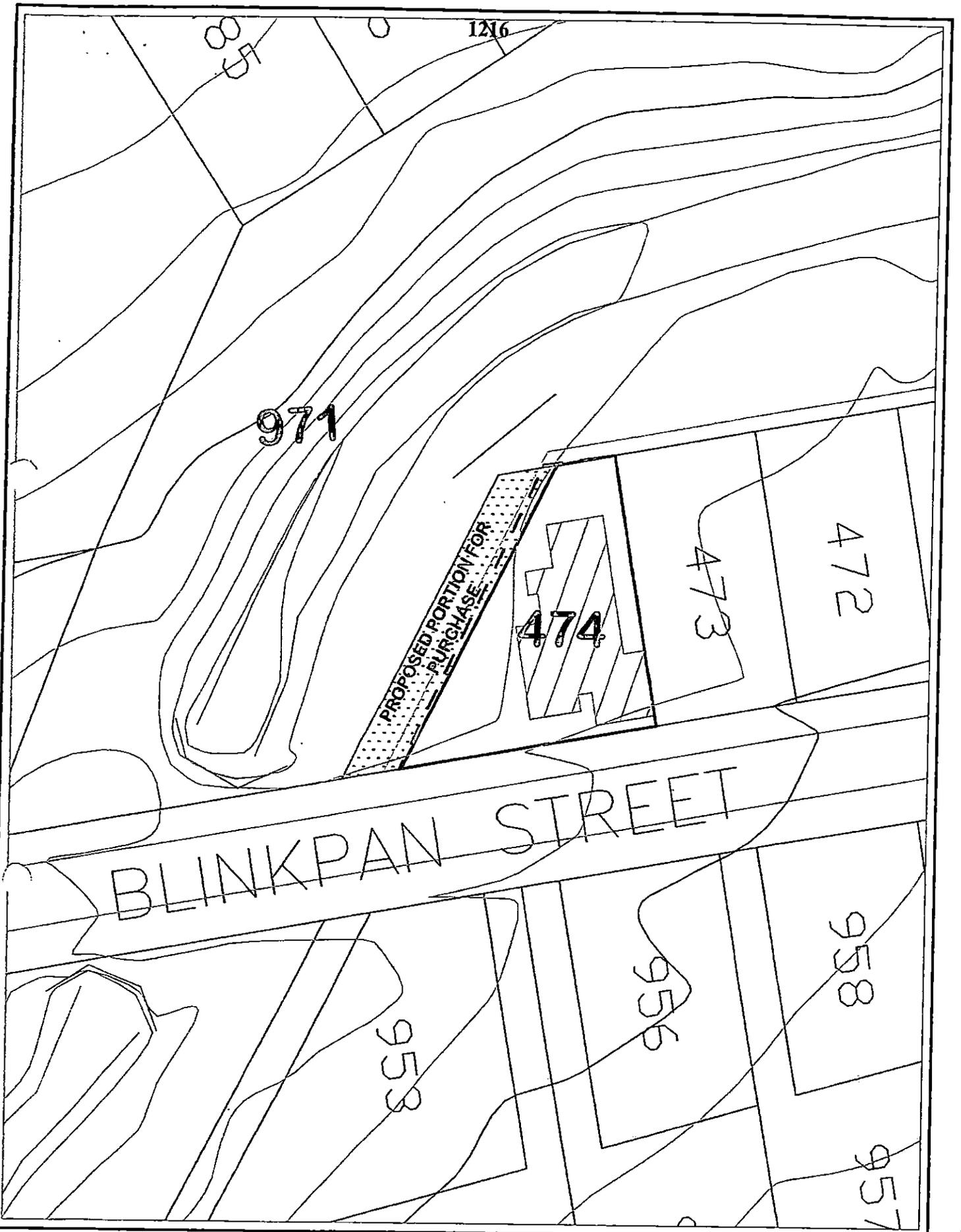
- Purchase of a portion of erf 971 for Consolidation with Erf 474 Kleine Kuppe
- That Portion A of Erf 971 be closed as public open space in terms of Section 50(3) of the Local Authorities Act 23 of 1992, as amended
- The subdivision of Erf 971 Kleine Kuppe into Portion A (175m²) and Remainder
- That Portion A of Erf 971 be consolidated with Erf 474 Kleine Kuppe
- That consent be granted to use Portion A of Erf 971 for residential purposes in line with the density of Erf 474 Kleine Kuppe.

I trust that the application would be favorably considered.

Yours faithfully



H. KROHNE



LEGEND

 EXISTING BUILDING	 PROPOSED PORTION
 SEWER LINE	 EXISTING BOUNDARY WALL

PURCHASE OF A PORTION OF ERF 971 KLEINE KUPPE AND SUBSEQUENT CONSOLIDATION OF THE PORTION WITH ERF 474 BLINKPAN KLEINE KUPPE, WINDHOEK

Scale 1:500

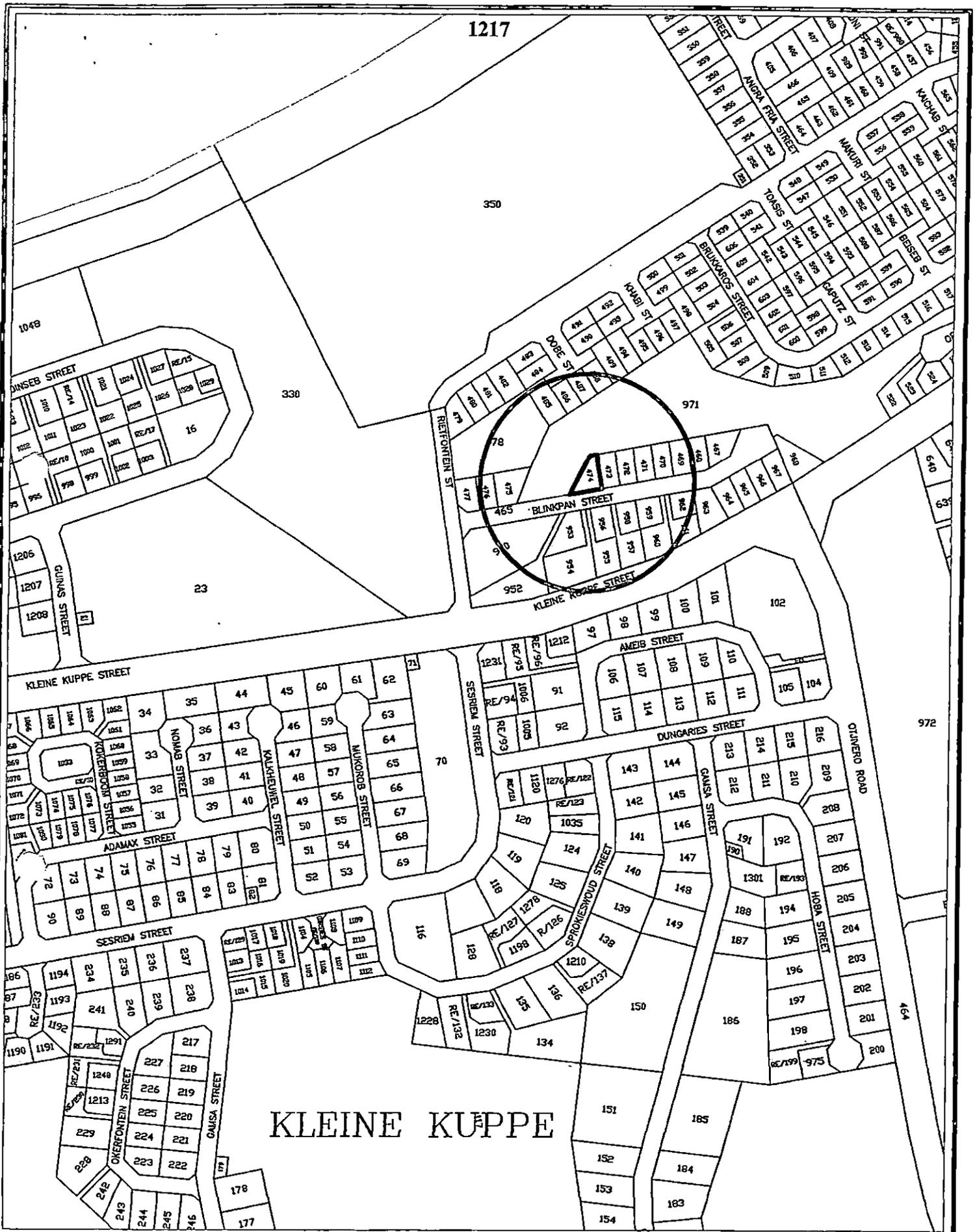
SEP. 2012



Plan Africa Consulting cc



TEL: (061) 212096
 CELL: 0812716189
 P.O. Box 4114 Windhoek



**LOCALITY PLAN OF ERF 474
BLINKPAN STREET, KLEINE
KUPPE.**

SEP. 2012



**Plan Africa
Consulting cc**



TEL:(061) 212096
CELL:0812716189
P.O.Box 4114 Windhoek

1218

488
959

RE1971

PORTION A

474

473

472

BLINKPAN STREET

958

956

958

955



EXISTING BUILDING

ERF 474 = 462m²
PORTION A = 175m²
CONSOLIDATED ERF = 637m²

PURCHASE OF A PORTION OF ERF 971 KLEINE KUPPE AND SUBSEQUENT CONSOLIDATION OF THE PORTION WITH ERF 474 BLINKPAN KLEINE KUPPE, WINDHOEK

Scale 1:500

SEP. 2012



T N

Plan Africa

Consulting cc



TEL:(061) 212096
CELL:0812716189
P.O.Box 4114 Windhoek

NAMIBIA
REVENUE
N\$5

SPECIAL POWER OF ATTORNEY

I, Mr. **J. G. Snyders** the undersigned in my capacity as the owner of Erf 474 Kleine Kuppe hereby nominate, constitute and appoint,

PLAN AFRICA CONSULTING CC

With power of Substitution to be my lawful Attorney and Agent in my name, place and stead, to submit the necessary application to the Windhoek City Council and Township Board, Ministry of Regional and Local Government and Housing for the:

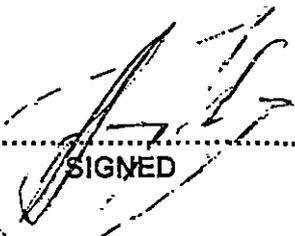
- o PURCHASE OF A PORTION OF ERF 971 FOR CONSOLIDATION WITH ERF 474 KLEINE KUPPE
- o SUBDIVISION OF ERF 971 KLEINE KUPPE INTO PORTION A AND REMAINDER
- o SUBSEQUENT CONSOLIDATION OF PORTION A WITH ERF 474 KLEINE KUPPE

And generally for effecting the purpose aforesaid, to do or cause to be done whatsoever shall be requisite, as fully and effectively, all intends and purpose, as I might or could do if personally present and acting herein –hereby ratifying, allowing and confirming and promising and agreeing to ratifying , allow and confirm and whatsoever my said agent shall lawfully do, or cause to be done, virtue of these presents.

Signed at WINDHOEK on this 27 day of SEPTEMBER 2012 in the presence of the undersigned witnesses.

AS WITNESSES

1. 
2. 


.....
SIGNED

Boas Usiku
CONVEYANCER
B USIKU

2008-08-18
MORTGAGED NO. B 5726 2008
for N\$ 985 000 - 00 (with preference for
an additional amount not exceeding N\$ 246 250)
DEEDS OFFICE
WINDHOEK
REGISTRAR OF DEEDS
Deputy



LODGED BY:

BOAS USIKU
SHIKONGO LAW CHAMBERS
No 4, Banting Street, Windhoek-West
WINDHOEK

DEED OF TRANSFER

Be it hereby made known:

T 5083 72008

That **BOAS USIKU**
appeared before me, *Deputy* Registrar of Deeds
at **WINDHOEK**

he, the said Appearer, being duly authorised thereto by a Power of Attorney
granted to him by

MUNICIPAL COUNCIL OF WINDHOEK

dated the 29th day of August 2008, and signed at WINDHOEK

Boas Usiku

And the said Appearer declared that

His Principal had truly and legally sold on the 30th of September 2005 the undermentioned property to the undermentioned purchaser, and that he in his capacity aforesaid did, by these presents, cede and transfer, in full and free property, to and on behalf of

JEROME GORDON SNYDERS
Born on 07 DECEMBER 1976
UNMARRIED

His heirs, Executors, Administrators or Assigns

CERTAIN: Erf No 474 Kleine Kuppe (Extension No 1)

SITUATE: In the Municipality of WINDHOEK
Registration Division "K", Khomas Region

MEASURING: 462 (Four Six Two) Square metres as indicated on General Plan SG No. A. 629/1996, and

HELD BY Certificate of Consolidated Title no. T6875/1993

SUBJECT to the conditions imposed in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954), namely:

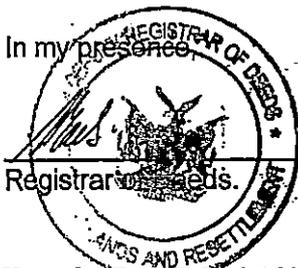
IN FAVOUR OF THE LOCAL AUTHORITY

1. The erf shall only be used or occupied for such 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 Windhoek Town Planning Scheme, prepared and approved in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) as amended.
2. The building value of the main building, excluding the outbuilding to be erected on the erf shall at least be four times the municipal valuation of the erf.

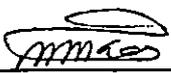
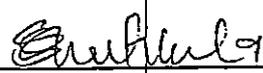
Wherefore the Appearer, renouncing all the Right and Title which the Transferor heretofore had to the premises, did, in consequence also acknowledge the said Transferor to be entirely dispossessed of, and disentitled to, the same, and that, by virtue of these presents, the said TRANSFEREE his heirs, 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 the sum of N\$165 000-00

Signed at WINDHOEK, on 2008-09-16, together with the appearer, and confirmed with my seal of office.


Signature of appearer



Transfer Duty Receipt No. 104230469 for N\$ 807-08
Issued at Windhoek on 05 September 2008

Checked 1.  2. 

I, the undersigned,
BOAS USIKU

hereby certify in terms of Section 78 of Act 23/1992 that all rates leviable in respect of such immovable property in terms of this Act, 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 this Act, inclusive of any availability charge and minimum charge provided for in section 30(1)(u) has been paid up to and including the date of registration hereof.


B USIKU (CONVEYANCER)



1223

DATE OF BIRTH

1976-12-07

CITIZENSHIP

CITIZEN

PLACE / COUNTRY OF BIRTH

WINDHOEK

GENDER

HEIGHT / m

EYE COLOUR

MALE

1,70

BROWN

DATE OF ISSUE

2006-08-22

APPL. NO.

P32586



76120710929

**Department of Planning, Urbanisation
and Environment**

☒ 59

1225

80 Independence Avenue
WINDHOEK, NAMIBIA



Fax: (+264) 61 290 2111 • Tel. (+264) 61 290 2911

Enq: O Loots
Tel: 290-2066 / 081-141 2420

Ref: L/474/KK
Date: 08/03/2012

JG Snyders
PO Box 10429
Khomasdal
Windhoek
Tel 081 211 8629

BY HAND

Sir/Madam

**ORDER UNDER REGULATION 26(b) OF THE COUNCIL'S BUILDING
REGULATIONS: DEMOLITION ORDER: ERF 474 KLEINE KUPPE ILLEGAL
STRUCTURE AND DEVIATION FROM APPROVED BUILDING PLAN**

It has come to my attention you have constructed a dwelling on erf 474 Kleine Kuppe.

It was also noticed that a deviation from the approved building plan occurred, during the construction process. The deviation resulted into an encroachment onto erf 971 Kleine Kuppe(municipal open space) and also into a shorter distance to the municipal main sewer line, alongside your western boundary.

In terms of regulation 26 of WINDHOEK MUNICIPALITY BUILDING REGULATIONS; promulgated under Government Notice 57 of 1969, it is an offence to deviate from an approved building plan. Regulation 26 of the Municipality's Building Regulation promulgated by General Notice 57 of 1969 stipulates:

DEVIATION FROM PLANS.

26. (a) No person having obtained the approval required under regulation 8 shall do anything in relation to a building which is in contravention of any approved form, plan, structural detailed drawing or specification approved by the Council.

*Reg 26(a) amended by GN 62/70

- (b) The Council may serve an order upon the owner of the building referred to in subregulation (a),

All official correspondence must be addressed to the Chief Executive Officer

requiring him forthwith either to alter the matter referred to in subregulation (a) to comply with such form, plan, structural detail drawing or specification or to demolish the said building or matter and to complete such alteration or demolition by a date to be specified in such order which date may be extended by the Council as it may deem fit.

- (c) If before the date of alteration or demolition required by such order, such owner satisfies the Council that he has complied with its regulations, the Council shall withdraw such order.
- (d) Any owner who disregards to obey any order referred to in subregulation (b) shall be guilty of an offence and the Council itself shall be entitled to give effect to the terms of such order at the expense of such owner.

Under the provisions of regulation 26(b) of the Building Regulations you are hereby officially ordered to immediately comply with such form, plan, structural detail drawing or specification or to demolish the said building or matter and to complete such alteration or demolition within 28 days from date of this letter.

Under the provision of regulation 26(c) of the Building Regulations read with article 18 of the Namibia Constitution you may submit written reasons within three days from the date of this letter why this order should not be executed or alternatively to submit within the stipulated period of this order, building plans rectifying the deviation for approval of the illegal structure as well as an engineering certificate that the structure was constructed according accepted building standards. In the alternative, you are entitled to satisfy the Council that you have complied with its regulations, upon which the Council may withdraw the aforesaid order.

Should you fail to act under regulation 26(c) as set out above or fail to demolish the structure within 28 days from date of this order, the City of Windhoek will have no option but to invoke the provisions of clause 26(d) of the Municipal Building Regulations to demolish the illegal structure at your costs. Also take note that you will be held liable for any legal costs so incurred.

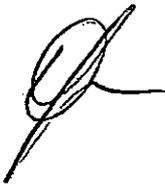
Should you fail to heed to the aforesaid Order, the Council's rights remain reserved to forthwith lay criminal charges against you by virtue of your contravention of the aforesaid regulations and to take such further steps to give effect to its order to demolish the illegal structures so erected on your property.

Please contact Mr O Loots at telephone 081 141 2420 for more information.

We await to hear from you as a matter of urgency.

Hope that the above will meet your serious consideration and compliance.

Yours faithfully



MANAGER: BUILDING CONTROL

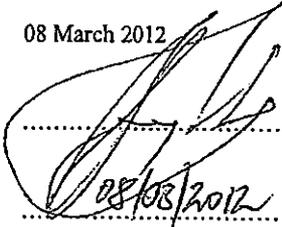
ISSUED BY:

O Loots

DATE OF ISSUING:

08 March 2012

RECEIVED BY &
ACKNOWLEDGEMENT OF RECEIPT
(OWNER / OCCUPIER/CONTRACTOR)



A large, stylized handwritten signature in black ink, written over a horizontal dotted line.

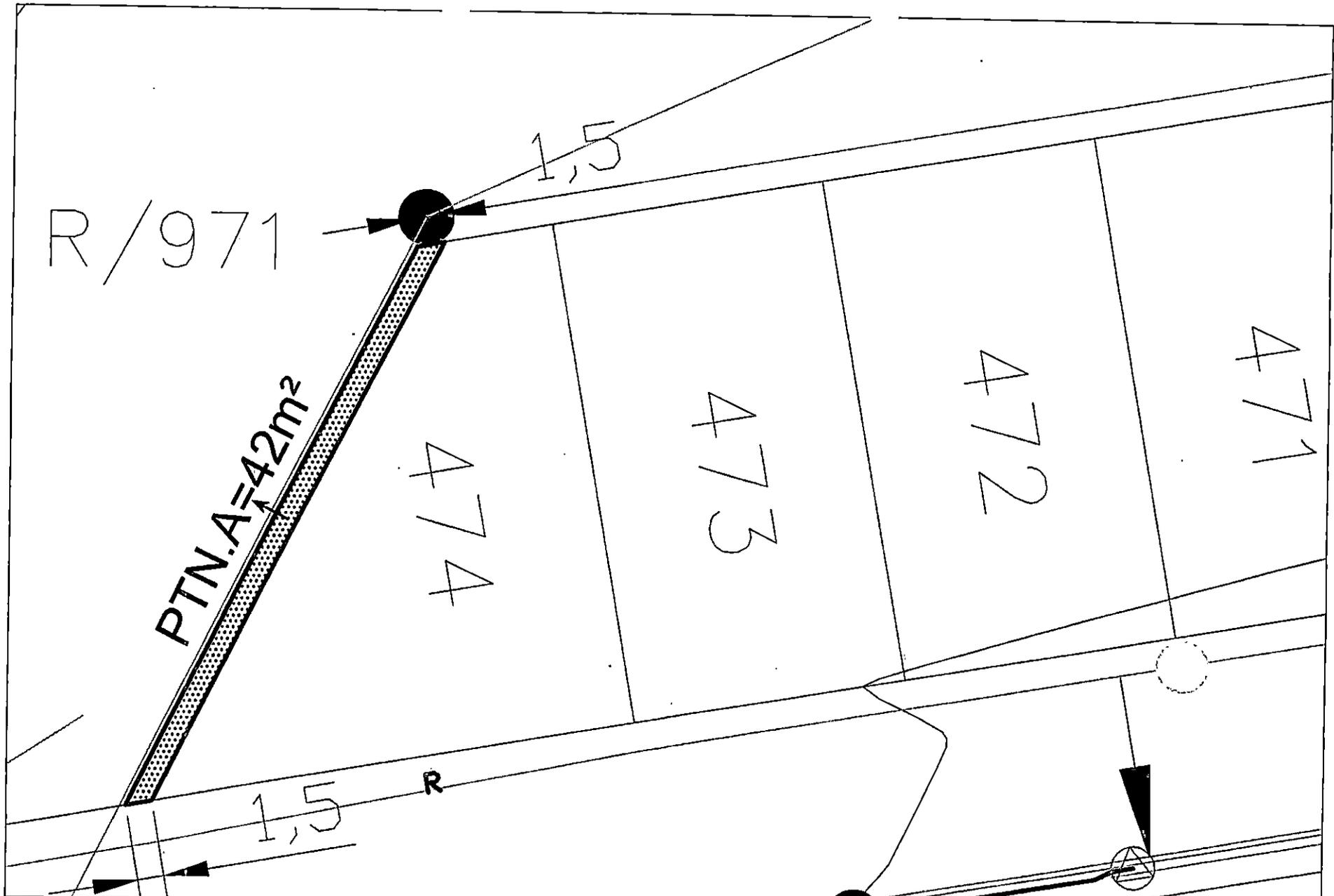
ON (DATE)

08/03/2012

SERVED PERSONALLY BY

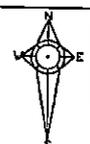
ON (DATE)

(ORDER reg26)

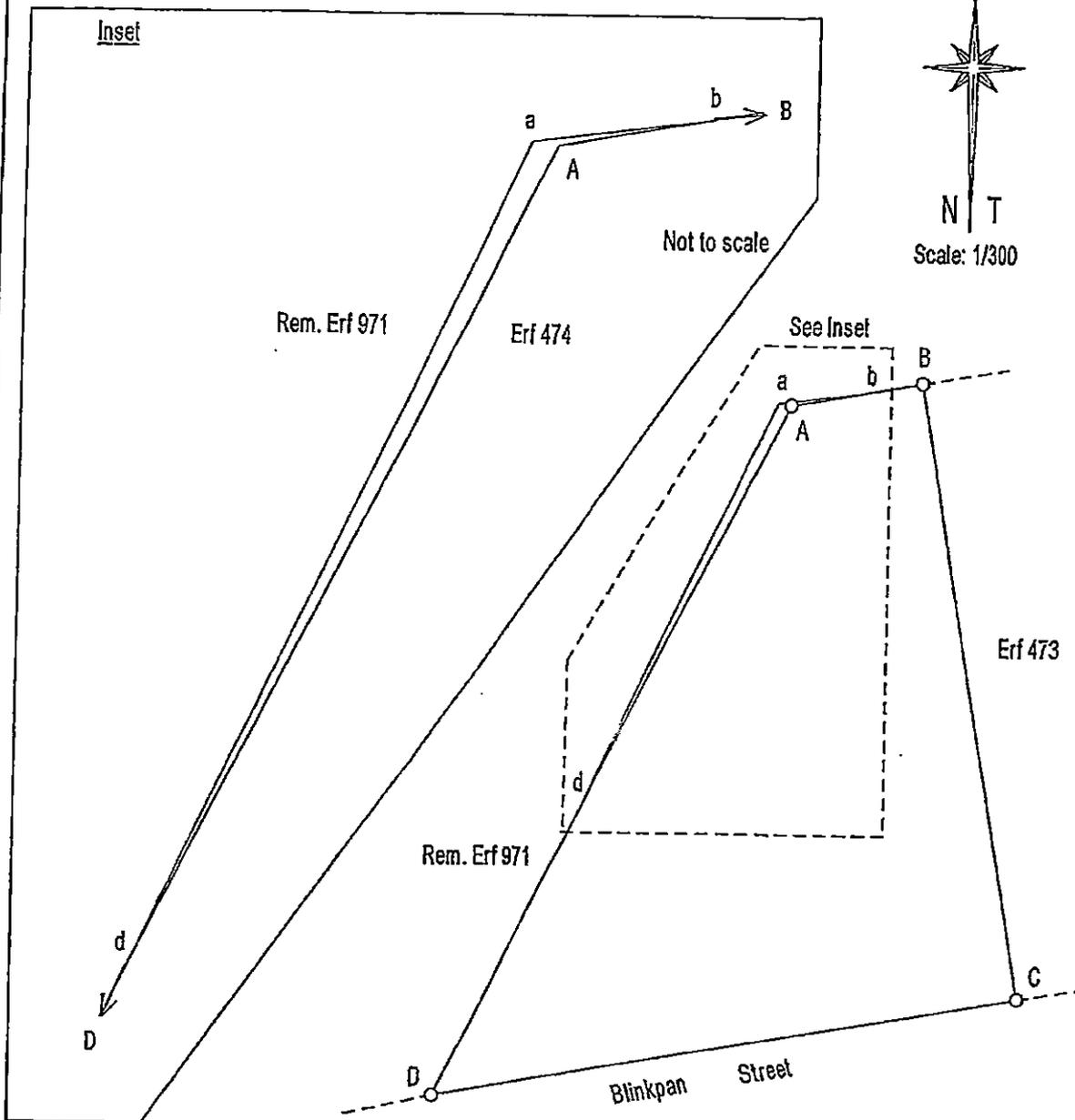


SUBDIVISION OF A PORTION OF THE REMAINDER OF ERF 971, KLEINE KUPPE
FOR CONSOLIDATION WITH ERF 474, KLEINE KUPPE, RECTIFYING ENCROACHMENT
PATH: o:\cad data\groups\geomatics\474 KK PLAN NO: KK 474-1

21 FEBRUARY 2024



BEACON ENCROACHMENT CERTIFICATE



The figure A B C D represent
 Erf 474 Klein Kuppe extension 1
 Situated in the municipality of Windhoek
 Registration Division 'K'
 Khomas region Namibia

Note:
 The figure a b A d represent 6 sqm of erf474 encroaching
 into Rem. Erf 971

Surveyed in July by me

R. Shuuya
 Land Surveyor

VALUATION CERTIFICATE

DIVISION: VALUATION SERVICES
DATE OF VALUATION: 13/08/2025



Erf No.: 971 Suburb: Kleine Kuppe Street name: Blinkpan

Erf size: 17 865 m² Zoning: Public Open Space Density:

Required portion size: 6 m²

Current use of the portion under consideration: Vacant

Acquisition purpose: To be sold for consolidation with Erf 474, Kleine Kuppe

Year	size	p/m ²	Value	annual rental @ 10%
2012	±6m ²	749.00	4 500.00	450.00
2013	±6m ²	779.00	4 700.00	470.00
2014	±6m ²	859.00	5 200.00	520.00
2015	±6m ²	889.00	5 300.00	530.00
2016	±6m ²	969.00	5 800.00	580.00
2017	±6m ²	999.00	6 000.00	600.00
2018	±6m ²	1079.00	6 500.00	650.00
2019	±6m ²	1109.00	6 700.00	670.00
2020	±6m ²	1189.00	7 100.00	710.00
2021	±6m ²	1219.00	7 300.00	730.00
2022	±6m ²	1299.00	7 800.00	780.00
2023	±6m ²	1328.00	8 000.00	800.00
2024	±6m ²	1407.00	8 400.00	840.00

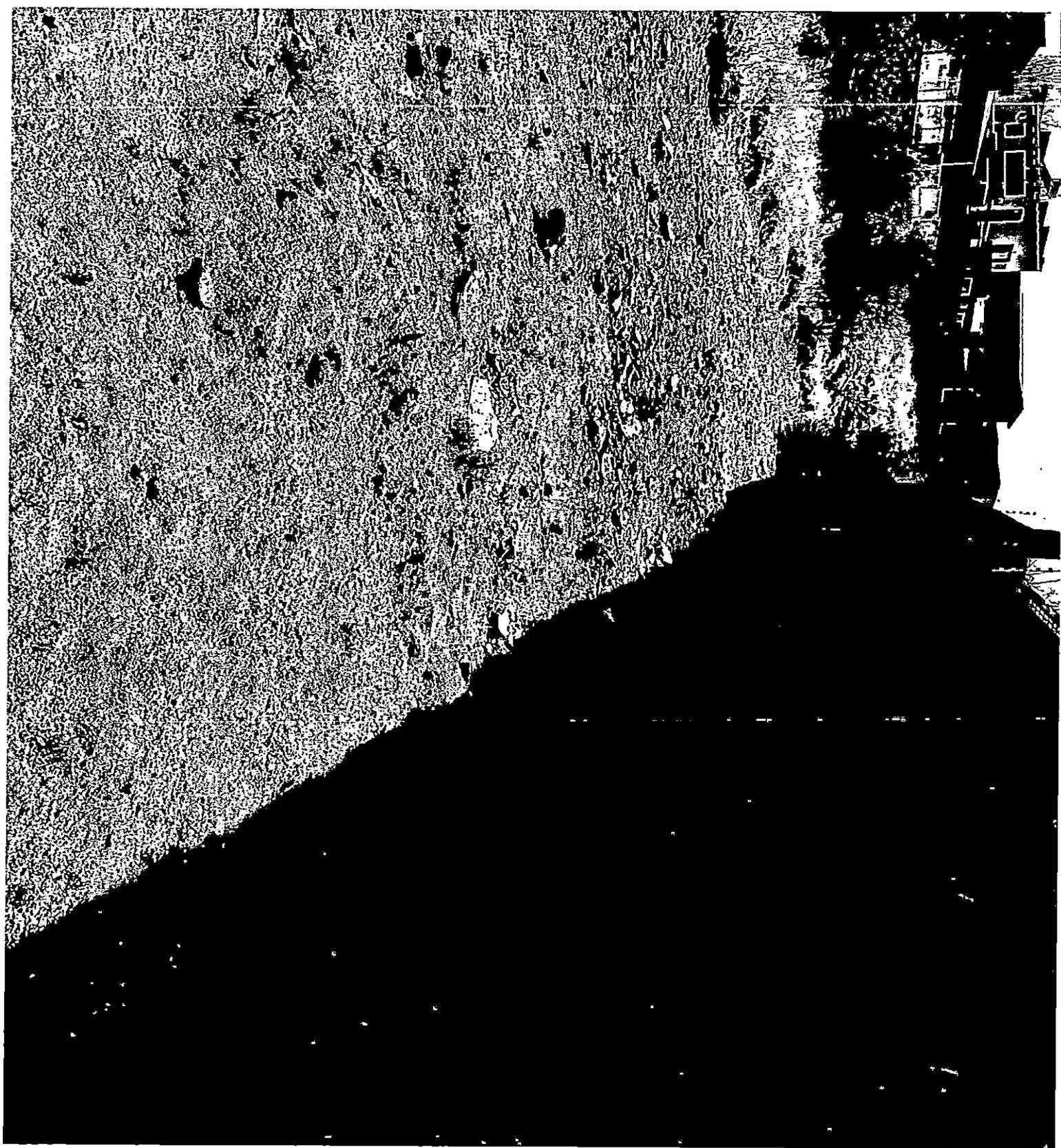
Sales from 2012 tender in Kleine Kuppe produced an average purchase price of N\$ 749.00, consequently we are of the opinion that the going rate for vacant land be adjusted from N\$ 749.00 to N\$ 1 407.00 as reflected by the sale. Considering the above, a rate of 1 407/ m², is advised. Hence the portion required shall be valued at the aforementioned price.

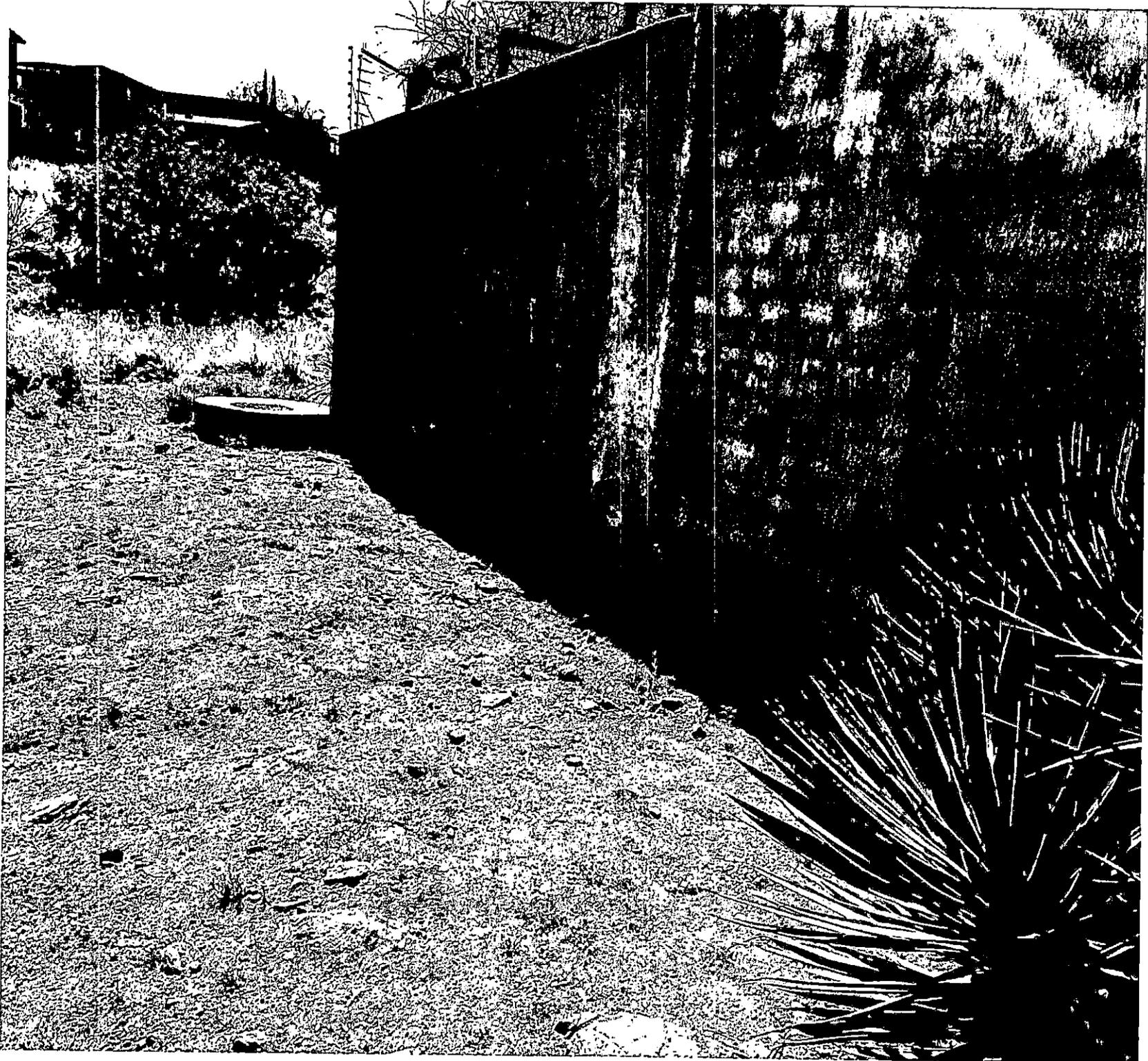
Valued by:

Kaulikufya Hendjala

Date:

13/08/2025



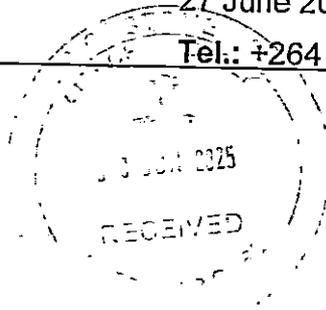


56 Voltaire Street
Academia

27 June 2025

Tel.: +264 81129 0626

The Chief Executive Officer
Windhoek Municipal Council
80 Independence Avenue
Windhoek



Subject: Application for Acquisition of 10m Strip Behind Erf 115, Voltaire Street, Academia

Dear Mr. Matyayi,

I trust this message finds you well.

My name is James S. Sankwasa, the registered owner of Erf 115, Voltaire Street, Academia, as evidenced by the attached Deed of Transfer No. T 67196.

I hereby apply to acquire a portion of the 10-meter strip located directly behind my property, in accordance with the Council's policy governing such strips. The intention of this application is to create an additional living space at the rear of my property, which is currently constrained due to its existing layout.

Should Council grant this request, I intend to extend certain rooms at the back of the residence to improve the functionality and comfort of the home.

Please find attached a proposed subdivision plan for your consideration. I remain open to adjustments and understand that the area allocated does not necessarily have to comprise the full 10 meters, should Council deem a reduced portion more appropriate.

I trust the application will receive your favourable consideration.

Yours Sincerely,

James S. Sankwasa



8000000268982

ORIGINAL	1284
STAMPED	
DUTY	Exempt
FEE	N\$ 500.00

6 NOV 2001 (No. B 7219 / 2001)

MORTGAGED

for N\$ 320 000.00 (with preference for

an additional amount not exceeding N\$ 80 000.00

DEEDS OFFICE, WINDHOEK. *Mars* DEPUTY REGISTRAR OF DEEDS.

30 JUL 2002

MORTGAGED (No. B5364 / 2002)

for N\$ 80 000.00 (with preference for

an additional amount not exceeding N\$ 20 000.00

DEEDS OFFICE, WINDHOEK. *D. D. Beukes* REGISTRAR OF DEEDS.

6796 10001

Be it hereby made known :

THAT LIANA THERESA VAN DEN BERG

appeared before me Registrar of Deeds at Windhoek, she the said

Apparar, being duly authorised thereto by a Power of Attorney granted to

her by

THE GOVERNMENT OF NAMIBIA

dated the 26TH day of OCTOBER 2001, and signed at WINDHOEK

UK INFORMATION ONLY

Prepared by me:

CONVEYANCER
VAN DEN BERG LT

[Signature]

And the said Appearer declared that his Principal truly and lawfully sold the
withmentioned property on 27 JULY 2001

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

CLARINAH MINSOZI SANKWASA
BORN ON 13 MARCH 1961

AND

JAMES SANKWASA SANKWASA
BORN ON 5 MAY 1955

MARRIED IN COMMUNITY OF PROPERTY TO
EACH OTHER

Their Heirs, Executors, Administrators or Assigns

CERTAIN

Eft No. 115, ACADEMIA

SITUATE

in the Municipality of WINDHOEK

Registrar's Division "K"

MEASURING

1123 (One One Two Three) Square Metres

A. SUBJECT

FIRST TRANSFERRED by Deed of Transfer No. T 221171 with
General Plan No. A 5625/68 relating thereto
and held by Deed of Transfer No. T 309/1982
to the following conditions imposed by virtue of
Proclamation No 54 of 1978 and created in the
said Deed of Transfer No. T 221171, namely:-

OFFICE OF THE REGISTRAR
WINDHOEK

mm

10.

1/5

IN FAVOUR OF THE LOCAL AUTHORITY

Which conditions may not be amended or waived without the consent of the Administrator.

1. The local authority shall, for the purpose of securing the enforcement of the conditions of title, have the right and power at all reasonable times to enter into and upon the erf for the purpose of such inspection or enquiry as may be necessary to be made for the above-mentioned purposes.
2. In the event of the local authority at any time laying out and constructing a street or streets at a level differing from the level of the erf at the boundary line between it and said street or streets, the owner or his or its successor in title shall within 3 months after written notice of intention so to lay out and construct any such street, having been addressed to him or it by the local authority, at his own cost construct a retaining wall on the erf at any such boundary line, of sufficient height and strength so as to prevent any portions of the erf falling into the street or vice versa; failing which the local authority may execute such work at the cost of such owner or his successor in title. All such retaining walls shall be built in consultation with the local authority and shall be subject to the local authority's approval.
3. Should the owner or his successor in title at any time build over the natural course of stormwater, or deviate such natural course of stormwater over the erf, he shall ensure the uninterrupted flow of stormwater in consultation with and to the satisfaction of the city engineer.
4. The owner of the erf, shall without compensation, be obliged to allow the laying of overhead and underground electric supply mains, water pipelines, stormwater drains and sewerage mains across the erf, if deemed necessary by the local authority, and in such a manner and position as may from time to time be agreed upon, and to allow the temporary deposit, on the land adjoining such works, of such material as may be excavated during the course of construction, maintenance and removal of any of the aforesaid. This shall include the right of access to the erf at any reasonable time for the aforesaid purposes or other works pertaining thereto, subject thereto that the local authority shall compensate for any damage done in execution of any such works.
5. The main building, which shall be a completed building and not one partly erected and intended for completion at a later date, shall be erected simultaneously with or before the erection of the outbuildings.
6. If the erf is fenced in, or otherwise enclosed, the fencing or other enclosing device shall be erected and maintained to the satisfaction of the local authority.
7. If the erf has more than one street frontage, access to the erf shall be obtained from the street determined by the local authority.
8. No noxious trade may be allowed on the erf. "Noxious trade" means a trade as defined in Section 1(a) of Government Notice 141 of 1926.

9. It is forbidden to drill or excavate for water on the erf.
 10. The erf may be used for residential purposes only and only one dwelling for a single family, with the necessary outbuildings may be erected thereon.
 11. The dwelling erected on the erf may be occupied by not more than one family.
 12. No semi-detached house, flat or maisonette may be erected on the erf.
 13. Outbuildings and/or servant's quarters erected on the erf may not be occupied by anyone except the bona fide domestic servants who render their services on the erf.
 14. No building or structure or any portion thereof, except boundary walls or fences may be erected nearer than 5 metres to the street line, which forms the boundary of the erf nor within 3 metres of any lateral or rear boundary common to an adjoining erf. Provided that in the case of erven 1, 17-23, 141-162, 432-441 no structure except an enclosure, fence or wall which does not rise higher than 5 feet above the surface of the land on which it stands, shall be erected within 5 metres of the north-western boundary of the said erven.
 15. The value of the dwelling house together with outbuildings to be erected on the erf may be no less than N\$12 000-00.
- B. FURTHER SUBJECT** to the condition in favour of the Government of the Republic of Namibia that the Transferee shall not dispose of the property within the period of 5 (five) years from date of registration hereof without the written consent of the Minister of Works Transport and Communication

FOR INFORMATION ONLY

[Handwritten mark]

ve.

[Handwritten mark]

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 Transferees

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 acknowledge that the purchase price is N\$189 700-00 but the fair market value is N\$271 000-00.

Signed at WINDHOEK, on 16 NOV 2001, together with the appearer, and confirmed with my seal of office

FOR INFORMATION ONLY

[Signature]
SIGNATURE OF APPEARER



Transfer Duty Receipt No 109021375 N\$11 780-00 was issued by the Receiver of Revenue, Windhoek on 2 November 2001.
(Checked) 1..... 2.....

I, the undersigned, LIANA-THERESA VAN DEN BERG, Conveyancer hereby certify in terms of Section 78 of Act 23/1992 that all rates, fees and charges levied in respect of the immovable property contained in this Deed have been paid up to and including the date of registration thereof.

[Signature]
CONVEYANCER

08 JUN 2005 (No. B344 21239)
MORTGAGED
for N\$ 220 000-00 (with preference for
an additional amount not exceeding N\$ 55 000-00)
W.T.S. Biseb
REGISTRAR OF DEEDS
DEEDS OFFICE
WINDHOUK

01 AUG 2006 (No. 136605 106)
MORTGAGED
for N\$ 330 000-00 (with preference for
an additional amount not exceeding N\$ 87 500-00)
DEUKES DJ
REGISTRAR OF DEEDS
DEEDS OFFICE
WINDHOUK

FOR INFORMATION ONLY

REPUBLIC OF NAMIBIA
NATIONAL IDENTITY CARD



NO. **550505 0422 8**

SURNAME
SANKWASA

FIRST NAME(S)
JAMES SANKWASA



DATE OF BIRTH
1955-05-05

PLACE/COUNTRY OF BIRTH
KATIMA MULILO

GENDER HEIGHT/m
MALE 1,90

DATE OF ISSUE
2018-01-24

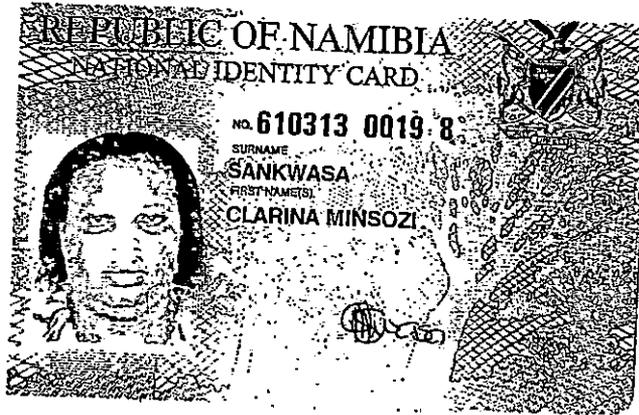
APPL. NO.
D83098

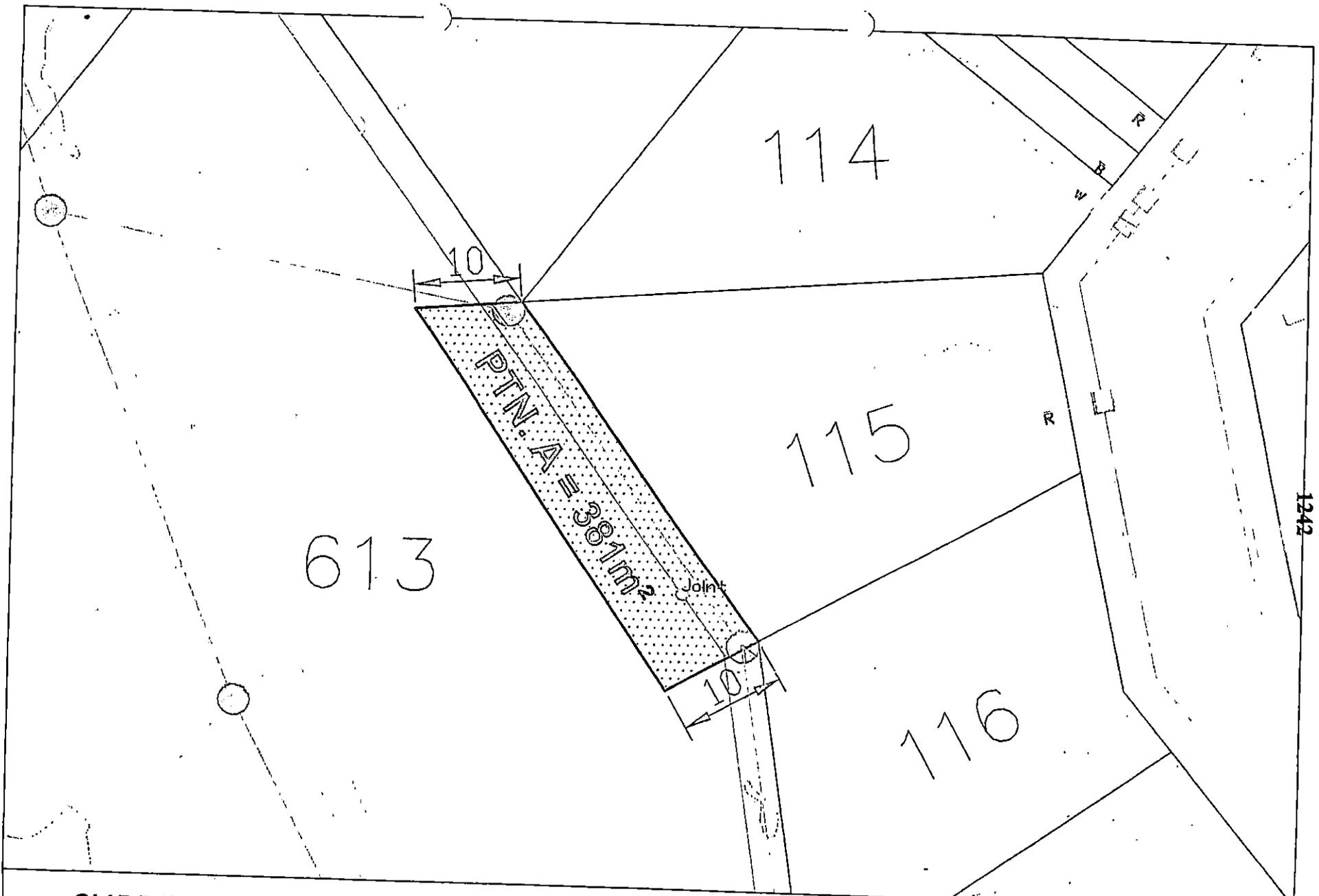
CITIZENSHIP
CITIZEN

EYE COLOUR
BROWN



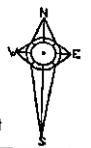
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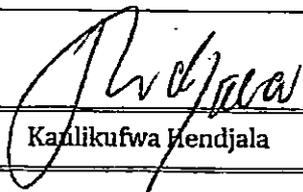




SUBDIVISION OF A PORTION OF ERF 613, ACADEMIA
FOR CONSOLIDATION WITH ERF 115, ACADEMIA

25 JUNE 2025



VALUATION CERTIFICATE				
DIVISION: VALUATION SERVICES				
DATE OF VALUATION: 18/09/2025				
Erf No.:	613	Suburb: Academia	Street name: Socrates	
Erf size:	14 034 m ²	Zoning	Public Open Space	Bulk:
Required portion size:	381 m ²			
Current use of the portion under consideration:	Public Open Space			
Acquisition purpose:	To be sold to the owner of Erf 115 Academia for consolidation purpose.			
Current vacant land going price/ m²	N\$ 1294/ m ²			
Size of the portion Required	381 m ²			
Estimated market Value	N\$ 493 000.00			
Erven in Academia were sold in the past one year at an average price of N\$ 1294/ m ² . The aforementioned price per square meter shall be applied to value the portion required.				
				
Valued by:	Kanlikufwa Hendjala		Date: 18/09/2025	

NEIGHBOURS' CONSENT

SALE OF A PORTION OF THE REMAINDER OF ERF 613, ACADEMIA FOR
CONSOLIDATION WITH ERF 115, ACADEMIA

NAME/S: I. J. P. .../06

IDENTITY NUMBER/S: 621012 0058 9

PHYSICAL ADDRESS: Voltaire St, Academia

POSTAL ADDRESS: P.O. Box 31025

I/We the owners of Erf 116, Academia

Indicate [x]

Do not object

Object

If objecting, state reasons for objection

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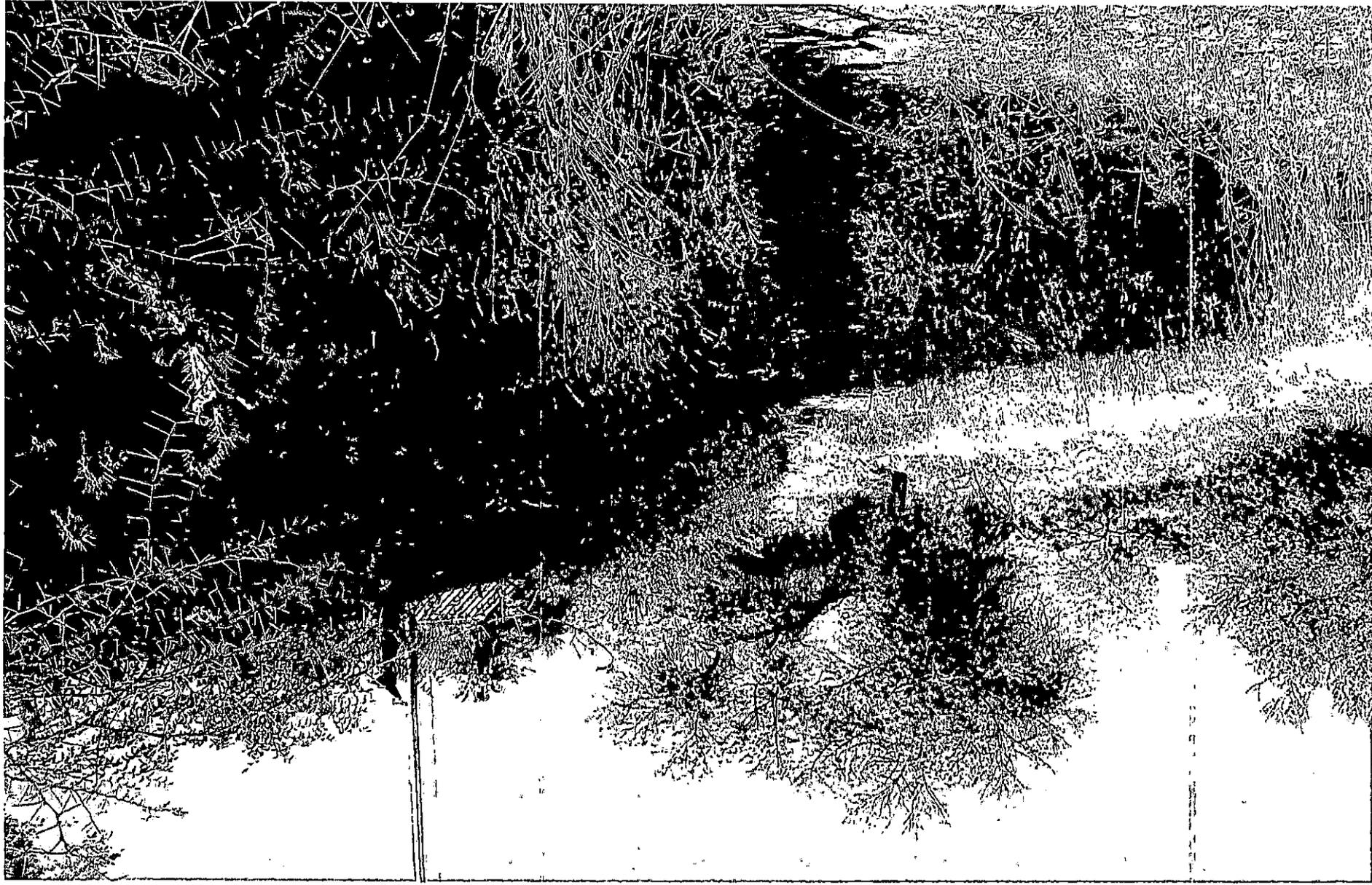

Signature

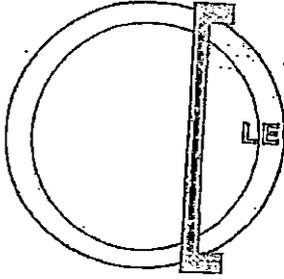
2/10/2025
Date

.....
Signature

.....
Date

1245





1246
JANA DE KOCK

LEGAL PRACTITIONER, NOTARY AND CONVEYANCER

PO Box 20455 WINDHOEK

Phone: +264 61 243770

Fax: +264 61 226277

E-mail: jdecock@iway.na
JDK21.004.Erf 2797KW

9 February 2021

The acting Chief Executive Officer

City of Windhoek

PO Box 59

WINDHOEK

Att Ms Simpson

Dear Sir

**RE-APPLICATION TO PURCHASE OR LEASE A PORTION OF ERF RE/17/KW AND
RELATED MATTERS L/RE/17/KW**

My client Paulannic CC/97/739 is the registered owner of Erf 2797, Stein Street, Klein Windhoek.
The sole member is Mr S Joubert.

The purpose of this writing is to:

- (a) Bring to the attention of Council the poor manner in which the above Client, a rate payer and small business owner in Windhoek, has been treated,
- (b) Apply that the Council rectifies its accounts rendered to my Client, and
- (c) Again plead and apply for the lease of a small Portion of Erf Re/17/KW $\pm 100m^2$ on which certain existing structures are located.

Background

My Client leased Erf RE/17/KW from the Council since January 2000 (close to twenty years) for parking purposes and egress from Erf 2797 to Stein Street, Klein Windhoek, which lease was promptly paid until 2017. The reason for suspension of payments are explained hereunder.

Since 1998 my Client has been in constant correspondence with Council to obtain a portion of the adjacent land for extension of his development on Erf 2797, Klein Windhoek and for constructing, at his costs, a proper parking area thereon.

Time and again his application was turned down, until he was informed in 2017 that the Council has taken a final decision *not ever to sell the adjacent Erf Re /17/KW* and intended to use the land *itself*

Partner: JS de Kock B Juris LLB University of Free State Dipl TC UNISA



for parking purposes on Erf RE/17/KW. [Council Resolution 52/3/2017 has reference]. My client abided by such decision, as his lease was set to continue. One of its tenants erected and used a small portion for its mobile cooling facility and an oil trap on the leased area, the latter with approval of Council officials, as the facilities aesthetically and space-wise could not be accommodated on Erf 2797, Klein Windhoek. Photos of the facilities are attached as Annexures "A" and "B".

Although Council denied my client's application to acquire a Portion of Erf/RE/17 KW from Council in lieu of the construction of a parking area, my client was amazed in 2017 to see some construction activities taking place on the very same Erf RE 17 KW for which his application was denied and for which he still had a lease agreement in place. Upon further investigation he was informed that the land had been availed to another adjacent developer, to provide access to adjacent Erf 720, Klein Windhoek.

My client's lease rights had been affected, but in approaching the Council received no support in safeguarding his interest.

Attached as Annexures "C" and "D" correspondence dated 13 November 2017 and 25 January 2018, whereby Erf RE 17/KW was availed to the adjacent owner of Erf 720 KW as access and occupation, *whilst my Client's lease was still in place*. My Client objected to the turn of events, as he was denied the opportunity to convert Erf RE/17/KW into a formal public parking area at his costs, but the same rights were offered to another developer and my client was expected to pay rental for the full lease area, whilst another developer used same for its development proposals, which was unreasonable.

My Client leased Erf RE/17/KW from the Council for more than twenty years for parking, which rental he duly paid up to when his lease was unceremoniously used for another developer and was eventually cancelled in writing by the Council's Housing, Property and Settlement Department dated 14 December 2018, in which he was instructed to vacate Erf RE/17/KW with effect on 9 March 2019. The reason given was that Council was to develop Erf RE/17/KW into a public parking area and the whole area was required. The letter informing my client of the lease cancellation is attached as Annexure "E".

In the meantime the Council's Finance Department continued from 2017 to invoice my Client for the rental of the *full leased area*, even though his lease was "cancelled" and was used by the adjacent erf owner. This confusion led to my Client not knowing if the lease or part of it was still intact or not or if the lease was cancelled and why he was still invoiced as if he rented the whole area. For such a reason my Client suspended the rental payment until the confusion could be addressed. He was also advised to approach the adjacent developer to see if there was a solution.

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Although the cooling facility may be a movable feature, it will not conveniently fit onto Erf 2797, Klein Windhoek which will lead to my Client losing a tenant, the business having to close down and employees being retrenched. My Client is convinced that such an approach should be avoided, as Council in its Economic Development Strategy, expressed its support for small businesses.

I attach a letter from the adjacent owner, Havi Properties, attached as Annexure J, confirming that the existing structures have no impact on the parking area as developed.

My client and its tenants were truly under the impression that the approved revised parking layout resolved all disputes, as approved and was awaiting a changed or amended lease for the 100m² occupied as per the approved plan. The view that these are "illegal structures" is misconceived.

Be that as it may, if that is the view of the Council, my Client urgently propose that the "impasse" be addressed as per the letter of the Chief Executive Officer and propose that my Client be allowed to either-

- (a) enter into a wayleave agreement with Council for the ±100m² occupied by the existing parking structures as per the approved plan, or
- (b) obtain a servitude in favour of the adjacent Erf 2797, Klein Windhoek, to be allowed to accommodate the use of these, or
- (c) enter into a formal lease with Council to continue the use of the already approved area of 100m², as reflected on the approved plan attached hereto; or
- (d) Purchase the small portion of ±100m² (used by its tenants and not needed for the parking area from Council) at an agreed price and,
 - i. at his costs, to close the street,
 - ii. subdivide Erf RE/17/KW to accommodate the 100m² portion so used,
 - iii. and consolidate same with his property.

(The latter being the long term solution and preferred option); or

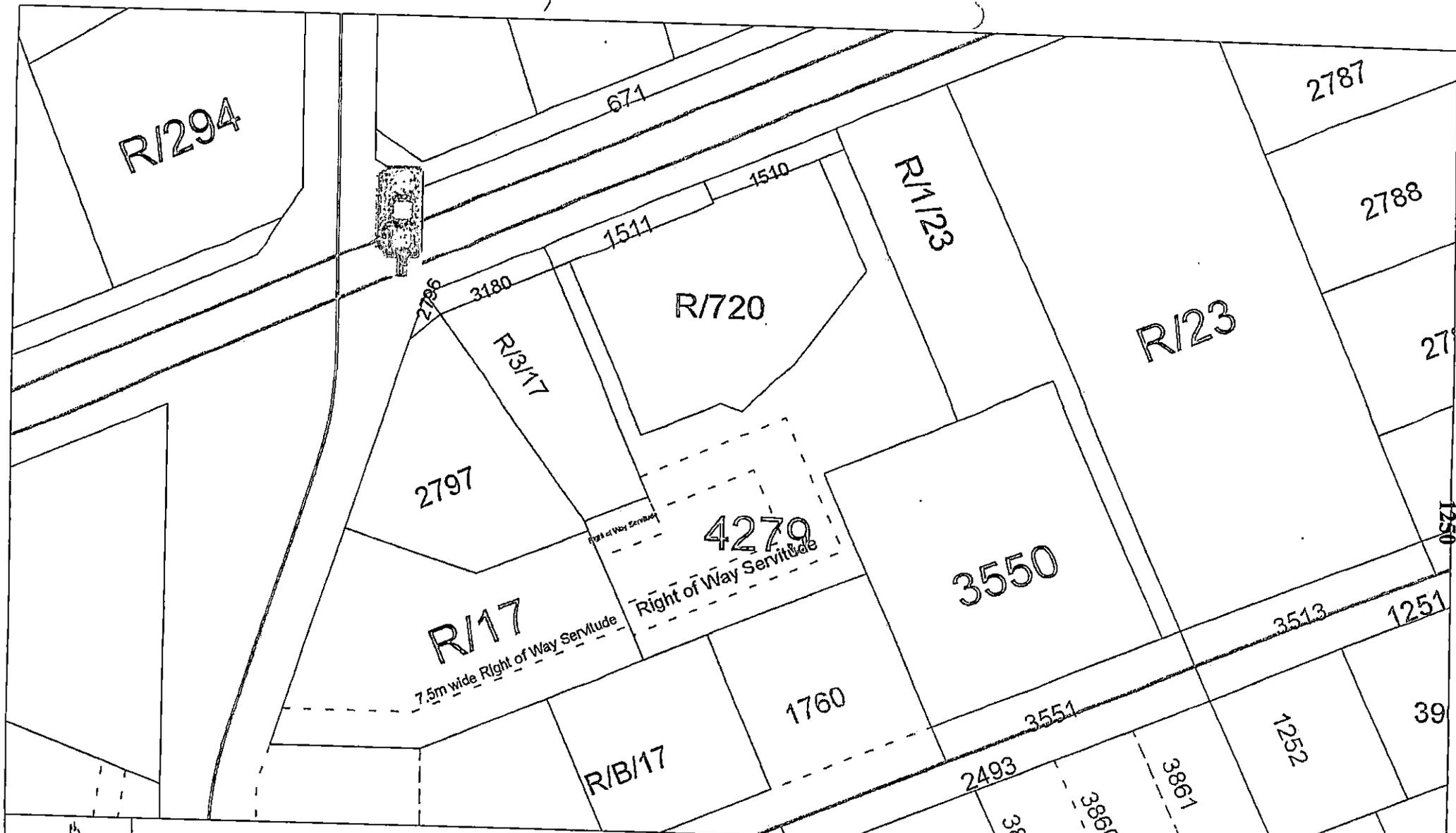
- (e) That the:-
 - (i) rental agreement be amended,
 - (ii) the lease amount be recalculated to the 100m² area occupied retrospectively to November 2017 and not for the whole area,
 - (iii) interest levied be corrected and not be levied.

You are also urged not to deny my Client's tenants their business fitness certificates, as such powers seem to be a misuse thereof, (seeing the renewal was supposedly in place as from 1 February 2020 to January 2021), as it will result in the loss of economic development and employment opportunities especially as the Parties were all under the impression that the existing structures were approved when the parking layout plans were approved and the dispute was only in respect of the rental and area to be occupied.

Yours truly;

Adv JS de Kock

Legal Practitioner



NOTES

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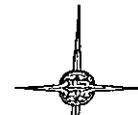
Date: 30/9/2022



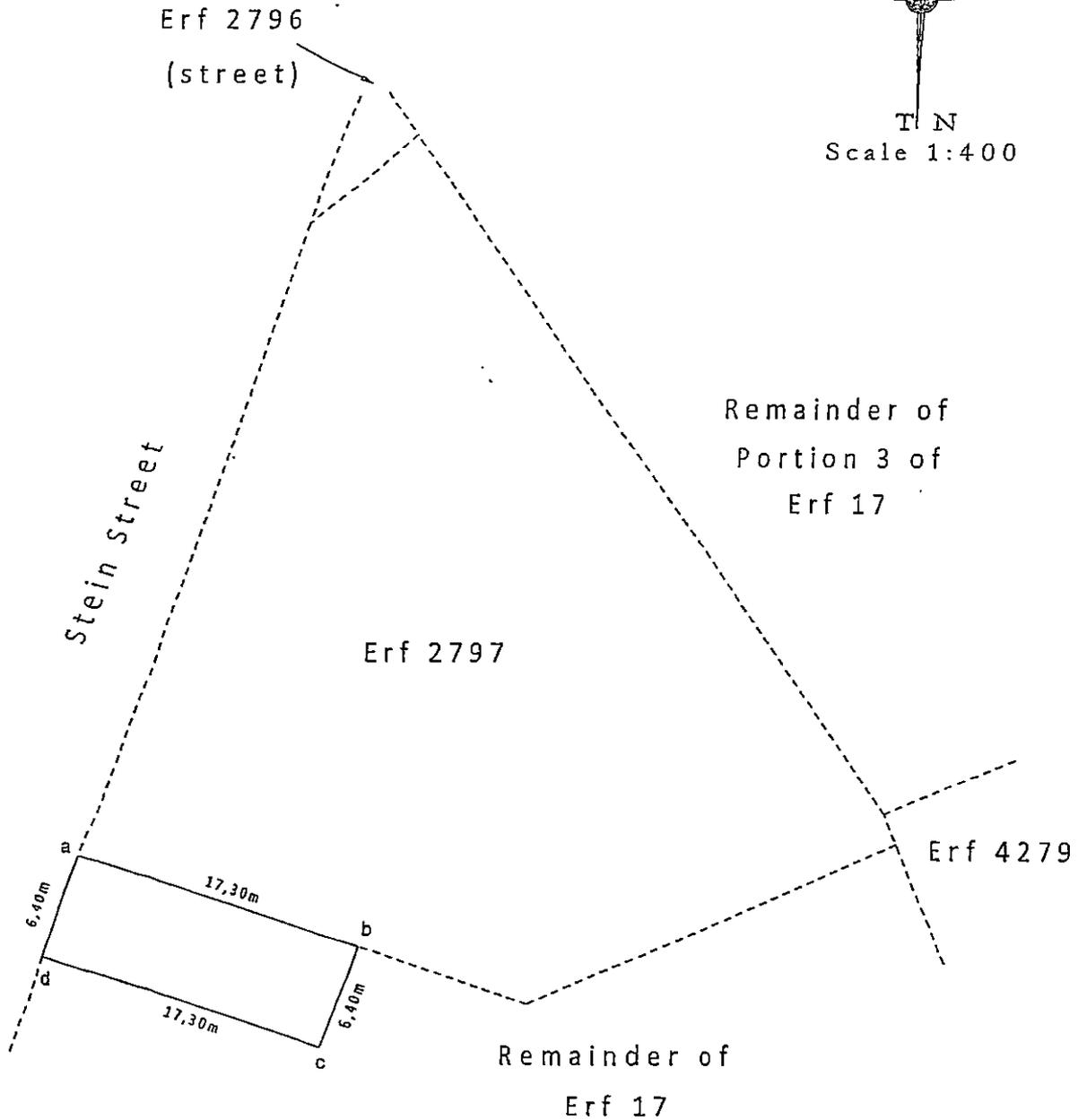
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While due care has been taken by the Publisher in compiling this map, no responsibility will be accepted by the City of Windhoek for errors or omissions. The Publisher, excludes all warranties, and disclaims any responsibility to any person for loss or damage suffered from any use of this map.

SUBDIVISION SKETCH



T N
Scale 1:400



Notes:

1. The figure a-b-c-d represents the proposed area to be subdivided.
2. The area of the figure a-b-c-d is 111m².

Strydom & Associates
 Land Surveyors
 P.O. BOX 40716
 Ausspannplatz
 Windhoek
 Namibia

CLIENT: Mr Sammy Joubert

DRAWN BY: Norman

DATE: 07 September 2021

SCALE: 1:400

[Municipal Council Minutes: 2012-10-24]

8.1.6

**BRB.3 [PLA] APPLICATION TO PURCHASE
ERF R/17, KLEIN WINDHOEK FOR
CONSOLIDATION WITH ERF 2797,
KLEIN WINDHOEK
(L/R/17/KW)**

On proposal by Councillor M Shiikwa, it was

RESOLVED

- 1 That the application from Mr S Joubert be turned down.
- 2 That three (3) months' written notice be given to Mr S Joubert for the cancellation of the Lease Agreement, prior to the advertisement of the tender.
- 3 That Erven 1758 and 1759, Ariens Road, Klein Windhoek be rezoned from 'residential' to 'office' with a bulk of 0.5.
- 4 That approval be given to sell Erven 1758 and 1759, Klein Windhoek on tender at an upset price of N\$1 436 300.00 and N\$1 385 200.00 respectively, as determined by the Strategic Executive: Urban Planning and Property Management.
- 5 That the Strategic Executive: Urban Planning and Property Management proceed with the tender procedures while the rezoning is being finalised.
- 6 That the income derived from the sale be used for the development of the parking on Erf R/17, Klein Windhoek.
- 7 That the Chief Executive Officer (Corporate Legal Adviser) draft the Tender Conditions and Deed of Sale.

RESOLUTION 354/10/2012

[Municipal Council Minutes: 2017-03-30]

8.3.4

**BRB.4 [PLA] APPEAL AGAINST THE ADMINISTRATION
IN RESPECT OF ERF R/17, KLEIN WINDHOEK
AND RE-APPLYING TO PURCHASE PORTIONS
OR THE WHOLE OF THE REMAINDER OF
ERF 17, KLEIN WINDHOEK
(L/R/17/KW)**

On proposal by Councillor MJ Amadhila, it was

RESOLVED

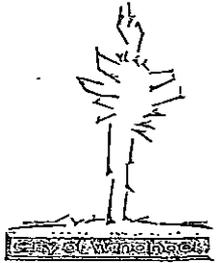
- 1 That the appeal from Mr Sam Joubert, through Jana De Kock Legal Practitioner, Notary and Conveyancer, be noted and not be supported.
- 2 That the application from Lim Investments CC, be noted and not be supported.
- 3 That Council uphold its decision to develop Erf R/17, Klein Windhoek as per Council Resolution 354/10/2012, attached as page 244 to the agenda.
- 4 That the applicants, Mr Sam Joubert, through Jana De Kock Legal Practitioner, Notary and Conveyancer, and Lim Investments CC, be informed of this Council Resolution, in writing.
- 5 That it be noted that portions of the development on Erf 2797, Klein Windhoek appears to encroach onto the road reserve of Stein Street.
- 13 That it be noted that portions of the development on Erf 2797, Klein Windhoek appears to encroach onto Erf R/17, Klein Windhoek.
- 14 That the encroachment onto Erf R/17, Klein Windhoek and on the road reserve of Stein Street be investigated and resolved with the applicant.
- 15 That no future applications be entertained for the purchase of Erf R/17, Klein Windhoek.
- 16 That the Strategic Executive: Urban Planning and Property Management obtain the guidelines and requirements for the development of the public parking on Erf R/17, Klein Windhoek.
- 17 That the Strategic Executive: Urban Planning and Property Management put out on tender the construction of the parking on Erf R/17, Klein Windhoek, once the encroachments onto Erf R/17, Klein Windhoek have been addressed.
- 18 That the funds for the construction of the parking on Erf R/17, Klein Windhoek be obtained from the sale of Erven 1758 and Erf 1759, Klein Windhoek.
- 19 That the resolution be implemented prior to confirmation of the minutes.

RESOLUTION 52/03/2017

Department of Housing, Property Management
& Human Settlement

☒ 59

80 Independence Avenue
WINDHOEK, NAMIBIA



Tel: (+264) 61 290 2170 • www.cityofwindhoek.org.na

ENQ:	GO Mosimane	PHONE:	290 3307
EMAIL:	mos@windhoekcc.org.na	FAX:	290 3349
DATE:	10 October 2019	REF:	LAR17/KW

Mr S Joubert
P O Box 90371
Klein Windhoek
WINDHOEK

Dear Mr Joubert

**RE: CANCELLATION OF LEASE AGREEMENT AND VACATION OF ERF R/17,
KLEIN WINDHOEK**

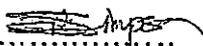
Reference is made to the City's letter dated 14 December 2018, your letter dated as well as to your recent visit at the City's offices in July 2019.

You appealed that the City consider giving you a portion of approximately 100 m² in extent on the subject property in order to accommodate the cooling room. Firstly, the City reiterates that it needs the entire Erf R/17, Klein Windhoek in order to meet its design of the parking development. Should any portion, including the one you proposed to lease for a further period, be cut off from the parking development on Erf R/17, Klein Windhoek, it would make the design impractical. The City herewith points out to you that the cooling rooms you have constructed on the subject property are contravening the building regulations and the relevant department would take it up directly with you.

It is against the above that the City regrets to inform you to vacate the property within 14 days as any delay would hamper the much needed development. You are as well reminded to settle the outstanding rental arrears in order to avoid any legal route, for collection.

Trust that you find the above in order.

Yours faithfully,


.....
Mrs. S Simpson

**ACTING STRATEGIC EXECUTIVE: HOUSING PROPERTY MANAGEMENT &
HUMAN SETTLEMENT**

Cc *Acting Manager: Building Control*
Chief Engineer: Planning, Design and Traffic Flow

Mr Shinana
Mr H Lisse

MEMORANDUM

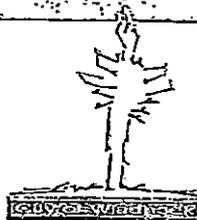
1255(a)

TO: B NGAIRORUE
CORPORATE LEGAL ADVISOR

19 May 2020

FROM: S SIMPSON
MANAGER: PROPERTY
MANAGEMENT

REF: L/RE/17/KW



ENQ: GO MOSIMANE
SENIOR PROPERTY ADMINISTRATOR:
LEASEHOLDS & SETTLEMENTS

Dear Mr B Ngairorue

RE: TERMINATION OF LEASE AGREEMENT: ERF RE/17 KLEIN
WINDHOEK (MR S JOUBERT)

BACKGROUND

The City in its letters dated 14 December 2018 and 10 October 2019, *attached for easy reference*, gave notice of termination to the lessee. The due date to vacate the subject property was before the end of October 2019 and yet they are still in occupation. The property is needed for the construction of the parking, as resolved per resolution 354/10/2012.

It is against this background that your office is requested to secure a court order.

Regards,

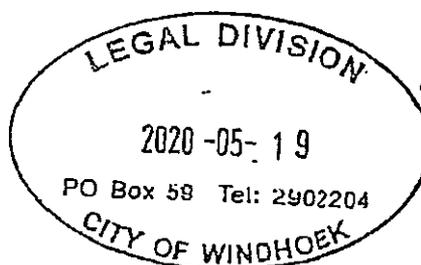
Trusting that you find the above in order.

Regards,

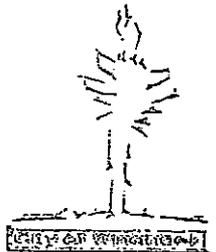
Mrs. S Simpson
MANAGER: PROPERTY MANAGEMENT

19/05/2020

DATE



Department of Urban & Transport Planning ¹³⁵⁶



☒ 59

80 Independence Avenue
WINDHOEK, NAMIBIA

Tel: (+264) 61 290 2073 • Fax: (+264) 61 290 2060 • www.cityofwindhoek.org.na

Enq: Mr H Rust
Tel: 290 – 2378

Ref: L/720/KW
Date: 24 October 2019

PlanAfrica Planning Consultant
P O Box 4114
Windhoek

Dear sir

Subdivision of Erf 720 Klein Windhoek and consent for free residential bulk on new Erf

Your application dated October 2017 for the subdivision of Erf 720 Klein Windhoek, refers.

In accordance with the delegation of authority applicable to the subdivision of erven and the granting of consent for free residential bulk as resolved per Council Resolution No. 283/11/2017 and Council Resolution No. 410/11/2012 in line with Council Resolution 167/6/2011 the application is subject to the following conditions:

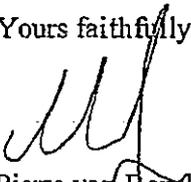
1. That Erf 720 Klein Windhoek be subdivided into one portion ($\pm 3089\text{m}^2$) and the Remainder ($\pm 1866\text{m}^2$) as indicated on Subdivision Plan date stamped 30 August 2018. The same plan must be submitted to the Townships Board.
2. That consent for free residential bulk be approved to a maximum of 50% of the existing business bulk of 1.0 for the exclusive use of permanent residential purposes on proposed Portion A.
3. That the owner agrees in writing to pay an endowment fee of 7,5% of the value of the additional portion which is created by the subdivision to the City of Windhoek in accordance with the stipulations of Section 19 of the Townships and Division of Land Ordinance (ordnance 11 of 1963).
4. That the Registrar of Deeds be requested no to register any new portion unless confirmation has been received from the City of Windhoek that the endowment has been paid in full.
5. That no Building Plans be approved unless the required endowment has been paid in full.

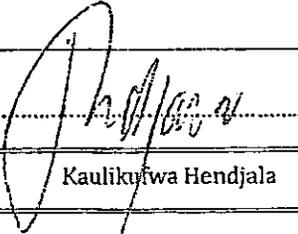
All official correspondence must be addressed to the Chief Executive Officer

6. That should any municipal electrical infrastructure on the sidewalk or portion applied for need to be relocated to accommodate a new access to the Erf or as a result of an oversight from our side, all cost related thereto will be for the applicant's account.
7. That only one service connection from the municipal electrical network will be allowed per Erf.
8. That for Erven that is zoned "General Residential", "Business", "Office", "Institutional" or "Industrial" and a service connection larger than 3 x 60 Amp is required, the applicant and/or his/her electrical engineering representative must contact the SEE well in advance, during the planning stage, before any building plans have been approved to determine whether the existing electrical network can handle the additional loading or whether a substation building or site is to be provided by the applicant at his/her own cost to incorporate an additional substation; and also to determine the financial contribution to be made by the applicant towards the upgrade cost of the network
9. A registered electrical contractor is to be appointed to investigate the service connection to each newly created Erf from the existing East end Substation and make sure that the supply cables do not crisscross over erven and ensure that each Erf is supplied separately from the municipal network.
10. That any further water or sewer infrastructural requirements due to the subdivision of Erf 720 Klein Windhoek will be for the cost of the applicant and subject to the approval of the Strategic Executive Infrastructure Water and Technical Services.
11. That surface storm water runoff be accommodated according to Clause 35 of the Town Planning Scheme (see Info 35 of the Town Planning Scheme) stating:
 - 11.1 That no stormwater drainage pipe, canal, work or obstruction (except stormwater drain pipes, canal or works which have been authorized in writing by the local authority or which have been or may be built, laid or erected in terms of any law) may be constructed on or over the property or located in such a way that -
 - (a) the flow of stormwater from higher lying property to lower lying property is impeded or obstructed and through which any property is or may be endangered; or
 - (b) the flow of a natural watercourse (in which the local authority allows flood water to run off, be discharged or to be canalised) is or can be changed, canalised or impeded.
 - (c) the maintenance of such stormwater pipe, channel or work shall be the responsibility of the owner of the concerned property.
 - 11.2 That prior approval must be obtained from the Chief Engineer: Planning, Design & Traffic Flow if the accommodation of the stormwater on the erf is contemplated.

- 11.3. That Engineering drawings on how the stormwater would be accommodated to the satisfaction of the Chief Engineer, Planning, Design & Traffic Flow be submitted for approval simultaneously with the building plans.
- 11.3. That all existing stormwater pipes, outlets and inlets or any other stormwater system be clearly indicated on all building plans submitted prior to the approval thereof.
- 11.4. That no building plan will be approved until the above stormwater conditions are met.
- 11.5. That roads and stormwater be planned and constructed to Municipal detail.
12. That the applicant at his cost register a 7.5 metre wide right of way servitude over Erf R/17, Klein Windhoek in favour of Erf 720, Klein Windhoek to grant access from Stein Street, subject to the following:
13. That the applicant design and construct the public parking over Erf R/17, Klein Windhoek at its own cost for the exchange of registering the right of way servitude.
14. That the parking constructed on Erf R/17, Klein Windhoek remain public parking and not be reserved for exclusive use.
15. That a Memorandum of Agreement/Development Agreement be signed between Council and the Developer to construct the public parking on Erf R/17, Klein Windhoek at the Developer's cost.
16. That as an explicit condition of the Development Agreement, the Developer shall gain no additional rights, other than the right of way access, over the Council property, Erf R/17, Klein Windhoek, now or in future.
17. That detailed plans for the development of the public parking be submitted for consideration and approval to the Strategic Executive: Urban and Transport Planning, prior to implementation.
18. That the applicant acknowledges receipt of this Delegated Authority approval and accepts the conditions thereof in writing.

Yours faithfully


Pierre van Rensburg
STRATEGIC EXECUTIVE

VALUATION CERTIFICATE		
DIVISION: VALUATION SERVICES		
DATE OF VALUATION: 28/08/2025		
		
Erf No.:	R/17	Suburb: Klein Windhoek Street name: Stein
Erf size:	2246 m ²	Zoning: Residential Density: n/a
Required portion size:	111 m ²	
Current use of the portion under consideration:	Vacant	
Acquisition purpose:	To be sold for consolidation with Erf 2175 Klein Windhoek	
Current vacant land going price/ m ²	N\$1 754	
Size of the portion Required	111 m ²	
Estimated market Value	N\$ 194 694	
<p>Comparable portions of land were sold in 2023 by the Council at a rate of N\$ 1 690 per square metre. To align the price per square metre attained in 2024 with the current market-related pricing, the aforementioned price was adjusted for a one-year period. Following adjustment, a price of N\$ 1 754 per square metre was established.</p> <p>Therefore, the required portion should be valued at N\$ 1 754 /m².</p>		
		
Valued by:	Kaulikufwa Hendjala	Date: 28/08/2025

Year	Initial rental	Initial size	Size Difference	New size	% difference in size	Adjusted rental N\$	Adjusted annual rental
Nov 2017-Jan 2018	2,346.76	2246	2135.28	110.72	4.93%	115.7	1,388.34
Feb 2018-Jan 2019	2,468.79	2246	2135.28	110.72	4.93%	121.71	1,460.54
Feb 2019-Jan 2020	2,607.04	2246	2135.28	110.72	4.93%	128.53	1,542.32
Feb 2020-Jan 2021	2,672.22	2246	2135.28	110.72	4.93%	131.74	1,580.89
Feb 2021-Jan 2022	2,731.01	2246	2135.28	110.72	4.93%	134.64	1,615.67
Feb 2022-Jan 2023	2,842.98	2246	2135.28	110.72	4.93%	140.16	1,681.91
							9,269.66
Nov 2017-Jan 2018	2,346.76	2246	2135.28	110.72	4.93%	115.7	
Feb 2018-Jan 2019	2,468.79	2246	2135.28	110.72	4.93%	121.71	
Feb 2019-Jan 2020	2,607.04	2246	2135.28	110.72	4.93%	128.53	
Feb 2020-Jan 2021	2,672.22	2246	2135.28	110.72	4.93%	131.74	
Feb 2021-Jan 2022	2,731.01	2246	2135.28	110.72	4.93%	134.64	
Feb 2022-Jan 2023	2,842.98	2246	2135.28	110.72	4.93%	140.16	

18 November 2024

City of Windhoek

Property Management Division

Att: Mrs. Simpson

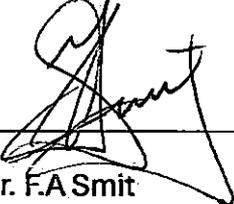
Ref: Council Resolution 16906/2022

- **Erf 535 Eros Windhoek**

I wish to apply to the City of Windhoek that we would like to commence with rental of the portion that we would like to purchase as per Council resolution 16906/2022 and I also hereby request permission to commence with the building of the boundary wall of said portion if possible.

Please contact me should you require additional information.

Kind Regards,



Mr. F.A Smit

085 246 8065

- 19 That the sale/lease of Portion A ($\pm 75 \text{ m}^2$ in extent) of the Remainder of Erf 5135, Khomasdal Extension 14 be subject to Ministerial Approval in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 20 That the Chief Executive Officer (Corporate Legal Adviser) draft the Deed of Sale.
- 21 That the resolution be implemented prior to confirmation of the minutes.

RESOLUTION 168/06/2022

[Municipal Council Minutes: 2022-06-30]

10.1.5

**FNS.4 [HPH] APPLICATION TO PURCHASE
A PORTION OF THE REMAINDER OF ERF 6249,
WINDHOEK EXTENSION 15, FOR NOTARIAL
LINKAGE WITH ERF 535 (A PORTION
OF ERF 207), EROSPARK
(L/535/EP)**

On proposal by Councillor Ms N Larandja, it was

RESOLVED

- 1 That the Remainder of Erf 6249, Windhoek Extension 15 be subdivided into Portion A ($\pm 187 \text{ m}^2$ in extent) and the Remainder as per Plan PDT/535EP, attached as page 58 to the agenda.
- 2 That Portion A ($\pm 187 \text{ m}^2$ in extent) of the Remainder of Erf 6249, Windhoek Extension 15 be closed as 'public open space' in terms of section 50(1)(c) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 2.1 That Portion A ($\pm 187 \text{ m}^2$ in extent) of the Remainder of Erf 6249, Windhoek Extension 15 assumes the same zoning as the abutting Erf 535, Erospark, being 'general residential with a density of 1:250 m^2 in terms of clause 5(3) of the Town Planning Scheme.
- 3 That Portion A ($\pm 187 \text{ m}^2$ in extent) of the Remainder of Erf 6249, Windhoek Extension 15, be notarially linked with Erf 535, Erospark after all town planning and cadastral procedures have been complied with.
- 4 That the applicant be responsible for the town planning, and cadastral procedures required by the transaction, i.e., application to Urban and Regional Planning Board, land surveying, and registration of the newly created erf.

- 5 That the conditions registered against Portion A ($\pm 187 \text{ m}^2$ in extent) of the Remainder of Erf 6249, Windhoek Extension 15, be cancelled, and that the short 'Standard Conditions', including a minimum building value equal to four (4) times the municipal valuation of the erf, be registered against the notorially linked erf.
- 6 That the use of the land and building(s) comply with the provisions of the Windhoek Town Planning Scheme.
- 7 That subject to compliance with closure, rezoning obtaining of an Environmental Management Clearance Certificate and applicable cadastral procedures, Portion A, ($\pm 187 \text{ m}^2$ in extent) of the Remainder of Erf 6249, Windhoek Extension 15, be sold to the applicant for the total purchase price of N\$238 200.00 (rounded off) or N\$1 274.00/m², as determined by the Strategic Executive: Housing, Property Management and Human Settlement per the Valuation Certificate dated 3 February 2022, attached as page 59 to the agenda, and that an amount of N\$55 531.90 from the purchase price be transferred to the Urban Arterial Account (UAA).
- 7.1 That should the applicant wish to take occupation of Portion A ($\pm 187 \text{ m}^2$ in extent) of the Remainder of Erf 6249, Windhoek Extension 15, prior to the conclusion of the sale, Portion A ($\pm 187 \text{ m}^2$ in extent) of the Remainder of Erf 6249, Windhoek be leased to the applicant once the preliminary diagrams are available, pending the sale, at monthly rental of N\$1 985.00, further subject to annual escalation in line with the Namibia Inflation Rate.
- 7.2 That in terms of Council Resolutions 183/08/2021 and 184/08/2021, all funds generated from the sale resulting from the subdivision of public open spaces be used exclusively (unless with consent of Council), for the development of public open spaces.
- 8 That the application be subject to the following:
 - 8.1 That surface stormwater run-off be accommodated according to clause 35 of the Windhoek Town Planning Scheme (see Info 35 of the Town Planning Scheme), stating:
 - 8.1.1 That no stormwater drainage pipe, canal, work or obstruction (except stormwater drain pipes, canal or work which have been authorised in writing by the local authority or which have been or may be built, laid or erected in terms of any law) be constructed on or over the property or located in such a way that:
 - The flow of stormwater from a higher lying property to a lower lying property is impeded or obstructed and through which any property is or may be endangered; or
 - The flow of a natural watercourse (in which the local authority allow flood water to run-off, be discharged or to be canalised) is or can be changed, canalised or impeded.

- 8.1.2 That the maintenance of such stormwater pipe, channel or work be the responsibility of the owner of the concerned property.
- 8.2 That prior approval be obtained from the Strategic Executive: Urban and Transport Planning if the accommodation of the stormwater on the erf is contemplated.
- 8.3 That engineering drawings on how the stormwater would be accommodated to the satisfaction of the Strategic Executive: Urban and Transport Planning be submitted for approval simultaneously with the building plans.
- 8.4 That all existing stormwater pipes, outlets and inlets or any other stormwater system be clearly indicated on all building plans submitted, prior to the approval thereof.
- 8.5 That no building plans be approved until the stormwater conditions are met.
- 8.6 That a condition for the resale of this property be included in the Title Deed of the erf, whereby transfer to a third party only take place with approval of the Municipal Council of Windhoek. [Approval will only be granted after the Strategic Executive: Urban and Transport Planning has certified that the stormwater has been accommodated satisfactorily.]
- 8.7 That the applicant/owner of Erf 535, Erospark at own cost and risk appoint a registered professional Engineer to determine whether the south eastern corner of the proposed Portion A ($\pm 187 \text{ m}^2$ in extent) of the Remainder of Erf 6249, Windhoek Extension 15 require protection against any potential flood damage.
- 8.8 That the applicant submit detailed engineering plans as to how the proposed Portion A ($\pm 187 \text{ m}^2$ in extent) of the Remainder of Erf 6249, Windhoek Extension 15 is to be protected against any potential flood damage.
- 8.9 That no development be allowed over or onto any stormwater system.
- 8.10 That the following be noted:
 - 8.10.1 That only one (1) electrical service connection be allowed from the municipal network to the notarially linked erf.
 - 8.10.2 That one (1) additional electrical meter can be applied for an approved flat, should it be required.
 - 8.10.3 That should an upgrade of the electricity supply point be required, the applicant and/or his representative contact the Strategic Executive: Electricity, well in advance, to determine whether the existing network can handle the additional loading and to determine the size and cost for the upgraded supply point.

- 9 That the applicant:
 - 9.1 Submit proof to the Strategic Executive: Housing, Property Management and Human Settlement not later than six (6) months from the date of this Council Resolution that the Environmental Management Clearance Certificate has been obtained and the proposed closure, subdivision and consolidation have been submitted to the Urban and Regional Planning Board for consideration.
 - 9.2 Submit proof to the Strategic Executive: Housing, Property Management and Human Settlement within sixty (60) days after the issuing of the Closure, Subdivision and Consolidation Certificate that a Surveyor has been appointed.
 - 9.3 Submit draft erf diagrams to the Strategic Executive: Housing, Property Management and Human Settlement within three (3) months after appointment of the Surveyor, indicating that the survey has been completed and that the diagrams have been submitted to the Surveyor General for approval.
 - 9.4 Sign the Deed of Sale not later than sixty (60) days after the approval of the diagrams by the Surveyor General and having been requested to do so by the Strategic Executive: Housing, Property Management and Human Settlement and pay the purchase price.
- 10 That should the applicant fail to comply with any of the conditions stipulated in this Council Resolution within eighteen (18) months from the date of this Council Resolution, that the allocation of Portion A ($\pm 187 \text{ m}^2$ in extent) of the Remainder of Erf 6249, Windhoek Extension 15, beyond eighteen (18) months be subject to price escalation to be determined by the Strategic Executive: Housing, Property Management and Human Settlement.
- 11 That Ministerial approval in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended) for the sale (and lease where applicable) of Portion A ($\pm 187 \text{ m}^2$ in extent), of the Remainder of Erf 6249, Windhoek Extension 15 be obtained.
- 12 That the intended sale and lease of Portion A ($\pm 187 \text{ m}^2$ in extent) of the Remainder of Erf 6249, Windhoek Extension 15, be advertised in terms of section 63(2) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 13 That the Chief Executive Officer (Corporate Legal Adviser) draft the Deed of Sale.
- 14 That the resolution be implemented prior to confirmation of the minutes.

Financial implications

Service rendered	Funds required (NS)	Funds available
Advertisement cost	4 000.00	Item 4000/20/1/10/0025

RESOLUTION 169/06/2022

[Municipal Council Minutes: 2022-06-30]

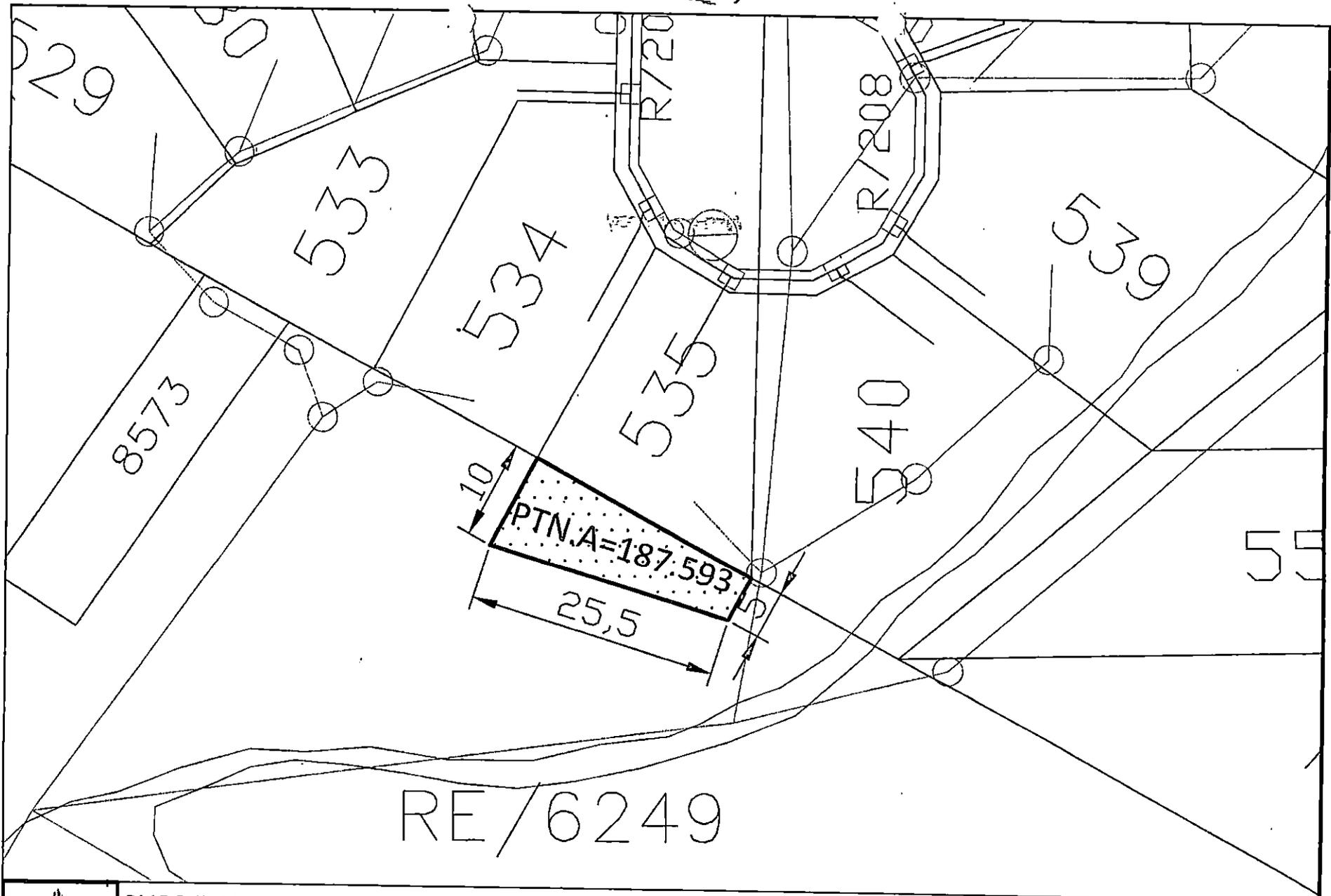
10.1.6

**FNS.5 [HPH] APPLICATION TO PURCHASE
A PORTION OF ERF 1034, ACADEMIA
EXTENSION 1 FOR CONSOLIDATION
WITH ERF 849, ACADEMIA EXTENSION 1
(L/1034/AC) (L/849/AC)**

On proposal by Councillor Ms N Larandja, it was

RESOLVED

- 1 That Erf 1034, Academia Extension 1, be subdivided into Portion A ($\pm 42.7 \text{ m}^2$ in extent); Portion B ($\pm 80 \text{ m}^2$ in extent); Portion C ($\pm 207 \text{ m}^2$ in extent); Portion D ($\pm 179 \text{ m}^2$ in extent); Portion E ($\pm 169 \text{ m}^2$ in extent); Portion F ($\pm 169 \text{ m}^2$ in extent); Portion G ($\pm 160 \text{ m}^2$ in extent); Portion H ($\pm 160 \text{ m}^2$ in extent); Portion I ($\pm 150 \text{ m}^2$ in extent); Portion J ($\pm 150 \text{ m}^2$ in extent); Portion K ($\pm 150 \text{ m}^2$ in extent); Portion L ($\pm 150 \text{ m}^2$ in extent); Portion M ($\pm 218 \text{ m}^2$ in extent); Portion N ($\pm 199 \text{ m}^2$ in extent) and the Remainder as indicated on the subdivision plan, attached as page 71 to the agenda.
- 2 That Portions A to N of Erf 1034, Academia Extension 1, be closed as 'public open space' in terms of section 50(1)(c) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 2.1 That the City prepare the closure notice and that the applicants/owners of Erven 848 to 861, Academia Extension 1, at own cost, be responsible for inserting the notice in the media, placing a copy on-site and for distribution to affected neighbours and that proof of successful advertising be provided to the Strategic Executive: Housing, Property Management and Human Settlement before a Sales Agreement is signed.
- 2.2 That upon consolidation Portions A to N of Erf 1034, Academia Extension 1 assume the same zoning as the neighbouring Erven 848 to 861, Academia Extension 1 (being 'residential' with a density of $1:500 \text{ m}^2$) in terms of clause 5(3) of the Windhoek Town Planning Scheme.
- 2.3 That the applicants/owners of Erven 848 to 861, Academia Extension 1 be responsible for the town planning and cadastral procedures, i.e. subdivision into Portions A to N, consolidation of Portions A to N with Erven 848 to 861, Academia Extension 1, survey and registration of the new consolidated erf, and the costs related thereto.



1277

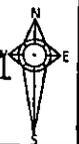


SUBDIVISION OF A PORTION OF THE REMAINDER OF ERF 6249 , WINDHOEK,
 FOR CONSOLIDATION WITH ERF 562; EROSPARK

PATH: o:\cad data\groups\geomatics\562 EP PLAN NO: 562 EP-1

08 FEBRUARY 2021

SCALE 1:1000





[Municipal Council Minutes: 2012-02-29]

8.3.10

**BRB.4 [CEO] APPLICATION TO EXTEND
THE CURRENT LONG TERM LEASE
AND TO TRANSFER THE LEASE TO
WINDHOEK FUEL CENTRE CC
(7/2/2)**

On proposal by Councillor Ms AM Kafula, it was

RESOLVED

- 1 That the applicant's request on the extension of the lease period for another fifty (50) to ninety (90) years after the expiry date of 30 June 2019, not be supported.
- 2 That the request of the applicant (Windhoek Fuel Centre CC) to take over the lease from Shell Truck Port, be supported.
- 3 That the term of lease for Windhoek Fuel Centre CC commence thirty (30) days after the date of this Council Resolution for a period of thirty (30) years.
- 4 That Shell Truck Port be given a thirty (30) day cancellation notice period from the date of this Council Resolution, in order to allow them to pave way for Windhoek Fuel Centre CC.
- 5 That the leased property only be used as outlined in the business proposal to the amount of N\$29 000 000.00.
- 6 That the primary purpose of the lease remain to serve as a truck port and therefore development should be to the satisfaction of Strategic Executives: Transportation, and Economic Development and Community Services.
- 7 That the applicant's proposal for the traders to be accommodated towards the southern boundary of Erf 237B/31 along the Southern Bypass, not be supported due to its future upgrading.
- 8 That the applicant construct trading stalls on-site for the twenty five (25) wood traders within a period of twelve (12) months and hand over such stalls to the Strategic Executive: Economic Development and Community Services.
- 9 That, should the applicant fail to develop the property within two (2) years from the date of the Lease Agreement, that the original lease period of twenty (20) years be applicable.
- 10 That the design of the traders' stalls be discussed with the Strategic Executive: Economic Development and Community Services before the final approval.
- 11 That all the development be to the satisfaction of the City's Building Regulations and such plans be approved by the relevant departments.

- 12 That access be to the satisfaction of the Strategic Executive: Transportation.
- 13 That the lessee not have the right to cede or assign this lease or any portion thereof, or any of its rights hereunder, nor shall it be entitled to sublet the property or any portion thereof.
- 14 That surface stormwater run-off be accommodated according to clause 35 of the Town Planning Scheme (see Info 35 of the Town Planning Scheme) stating:
 - 14.1 That no stormwater drainage pipe, canal, work or obstruction (except stormwater drain pipes, canal or work which have been authorised in writing by the local authority or which have been or may be built, laid or erected in terms of any law) be constructed on or over the property or located in such a way that:
 - The flow of stormwater from higher lying property to lower lying property is impeded or obstructed and through which any property is or may be endangered; or
 - The flow of a natural watercourse (in which the local authority allow flood water to run-off, be discharged or to be canalised) is or can be changed, canalised or impeded.
 - 14.2 That the maintenance of such stormwater pipe, channel or work be the responsibility of the owner of the concerned property.
 - 14.3 That prior approval be obtained from the Strategic Executive: Transportation if the accommodation of the stormwater on the erf is contemplated.
 - 14.4 That engineering drawings on how the stormwater would be accommodated to the satisfaction of the Strategic Executive: Transportation be submitted for approval simultaneously with the building plans.
 - 14.5 That all existing stormwater pipes, outlets and inlets or any other stormwater system be clearly indicated on all building plans submitted, prior to the approval thereof.
 - 14.6 That no building plans be approved until the stormwater conditions are met.
- 15 That the following condition be included in the Title Deed of the erf:
 - 15.1 That the stormwater on the erf be accommodated to the satisfaction of Strategic Executive: Transportation, before transfer to a third party may take place.
- 16 That an Engineer be appointed to verify the location of the 1:50 year flood line before development can take place adjacent to the Gammams River.

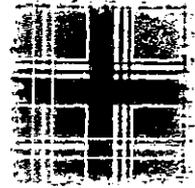
- 16.1 That it be noted that no development may take place within the 1:50 year flood line without a comprehensive flood investigation and report that need to be submitted to the Strategic Executive: Transportation for consideration.
- 17 That the location of fuel storage tanks be subject to an Environment Impact Assessment (EIA), with special reference to the proximity to the Windhoek Aquifer and geology of the site.
- 18 That fuel storage, containment and monitoring systems be subject to design and certification by a Professional Engineer with known specialisation in fuel containment structures.
- 19 That the design and placement of fuel storage and containment and monitoring systems be subject to approval of the Strategic Executive: Infrastructure, Water and Waste Management.
- 20 That the Chief Executive Officer (Corporate Legal Adviser) draft the Lease Agreement.
- 21 That the Chief Executive Officer (Manager: Property Management), in consultation with the Office of the Mayor, arrange a site visit for Councillors to the Remainder of Portion B of the Farm Windhoek Town and Townlands No. 31, known as Erf 237/B/31 to acquaint themselves with the erf.
- 22 That Ministerial approval for the lease in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992) be obtained.
- 23 That the resolution be implemented prior to confirmation of the minutes.

RESOLUTION 51/02/2012

Barrie P. Watson

Town and Regional Planner

Operating as Tellus Namibia Consulting Engineers (Pty) Ltd.



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Email: bpw@iafrica.com.na
P.O. Box 9993
Windhoek

Tel: +264 61 223004
Fax: +264 61 400328
24 Dr. Kualima Riruako Str
Windhoek, Namibia

3rd June, 2024

The Chief Executive Officer (Manager: Property Management)
City of Windhoek
P.O. Box 59
Windhoek



Dear Sir,

APPLICATION TO LEASE VACANT LAND SOUTH OF THE WINDHOEK TRUCKPORT

1. Introduction

Barrie Watson, Town & Regional Planner, has been commissioned by Windhoek Fuel Centre CC (Registration 2006/3282) to apply on its behalf for the lease of vacant land situated south of the site occupied by the Windhoek Truckport. The Truckport is currently leased from the Windhoek Municipality for a period of 30 years in a lease agreement granted in terms of Council Resolution 51/02/2012 and signed on the 14th November, 2012. The vacant land is part of a road reserve for which there is no intended usage for the foreseeable future and which could be utilised by the Truckport and earn the Municipality additional income.

2. Locality

The Truckport occupies most of Portion 237/B/Windhoek Town and Townlands No. 31. The vacant land is situated in two of the arms of the interchange between the freeway to the Hosea Kutako Airport and the Auas Road as shown in Figure 1.

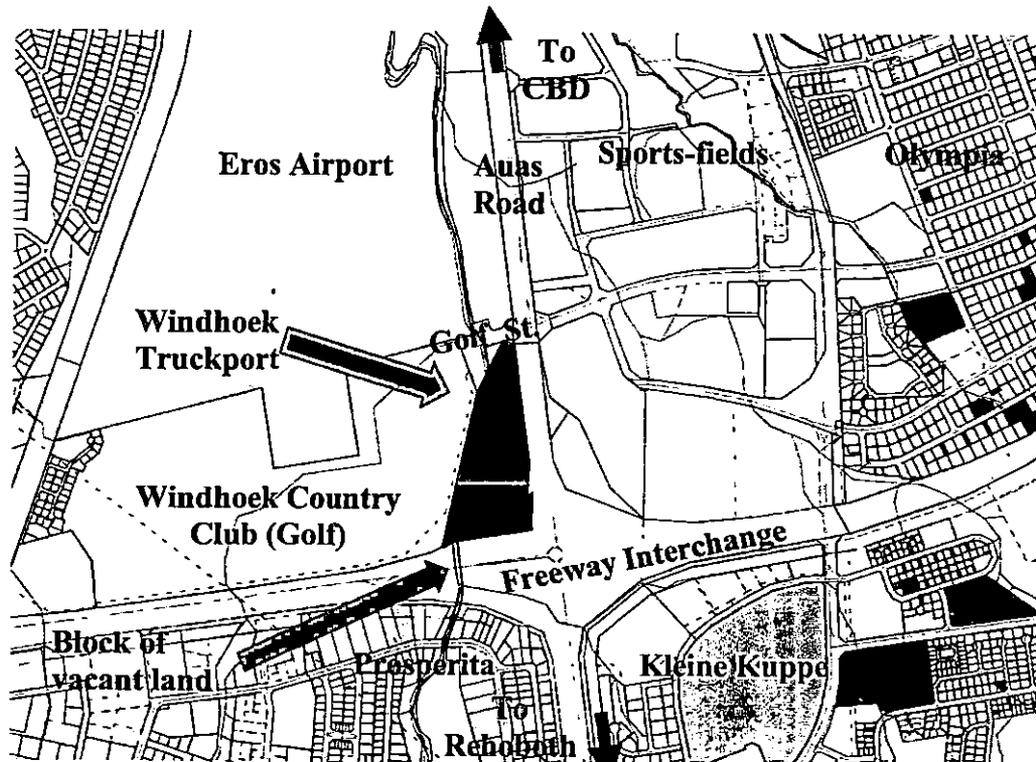


FIGURE 1: Locality of Windhoek Truckport and Block of Vacant Land

3. Existing Usage

The Windhoek Truckport is currently preparing land in the southern part of its site for occupation by heavy vehicles. It is very apparent to the developer that immediately to the south and across its fence as shown in Figure 2 is waste land of a similar level nature to that within the Truckport site. This land is reserved for possible future road requirements but is not needed at this time nor for the foreseeable future.

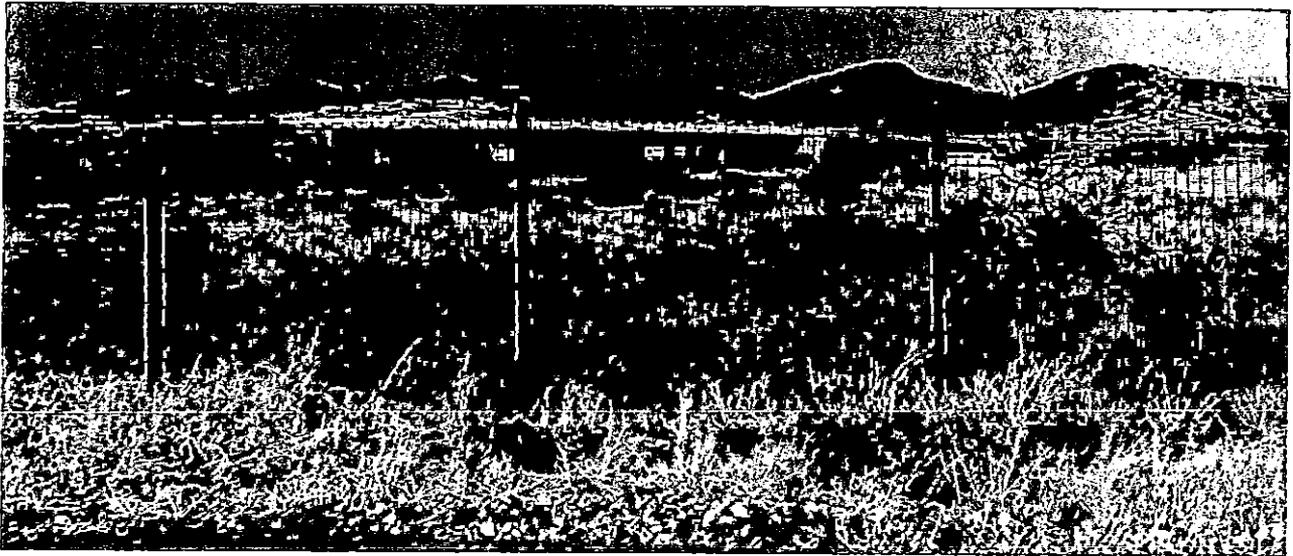


FIGURE 2: Vacant Waste Land beyond Southern Fenceline

4. Services and Topography

The vacant block of land is level land similar to the Truckport. It has no service connections and would have to be used in conjunction with the Truckport. Access has to be through the Truckport.

5. Zoning

Portion 237 is zoned "Undetermined" in the Windhoek Zoning Scheme. All activities on site are subject to and approved in terms of the lease agreement.

6. The Proposal

The proposal is to lease the vacant land from the City Council and use it for additional parking for heavy vehicles. No permanent buildings would be erected on the land. Final dimensions of the site would have to be determined by the Municipal engineers. Provisionally it is shown in Figure 3 as an approximately 1.5 hectare block of land immediately south of the Windhoek Truckport. Since the waste land is reserved for future road purposes, the application is only for a lease for as many years as the City Council deems appropriate. A ten-year renewable period is suggested. The proposal offers Council an opportunity to increase its income earning capacity at no additional cost.

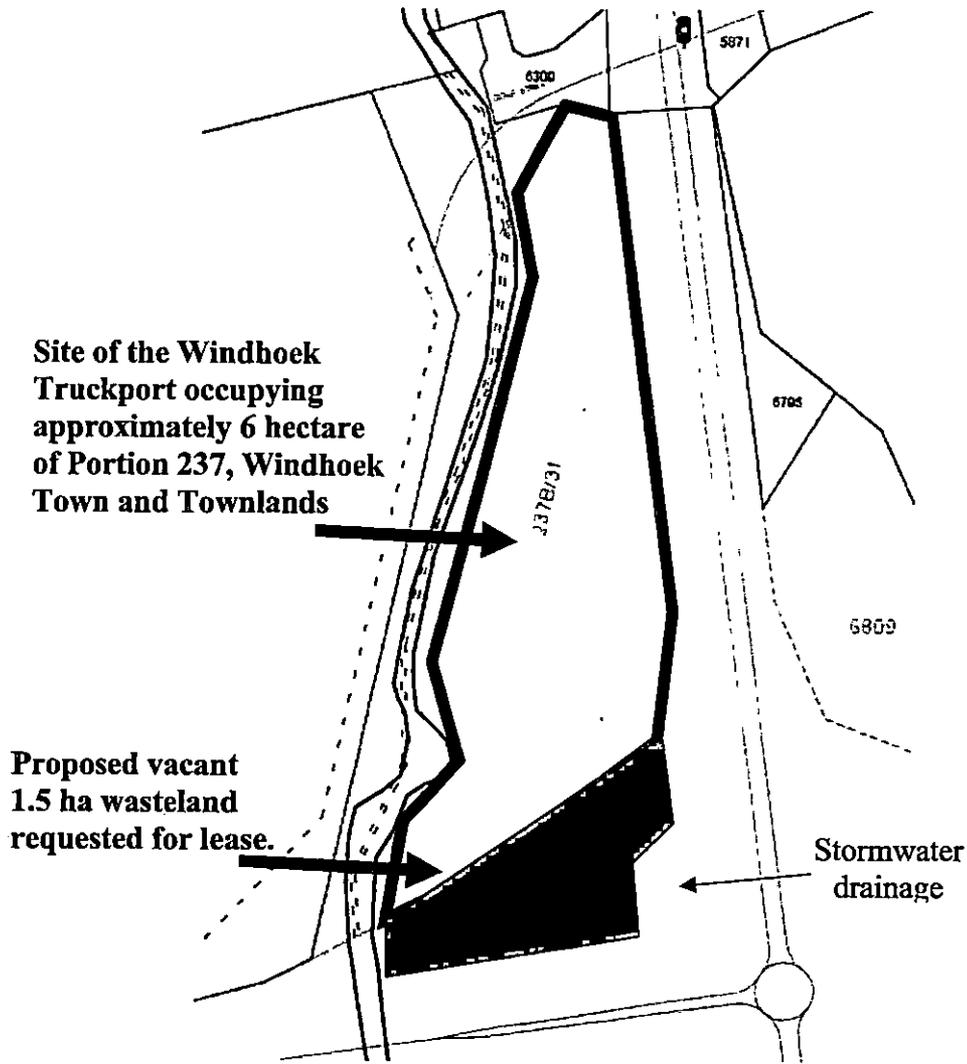


FIGURE 3: Approximate boundaries of a 1.5 hectare extension to the Windhoek Truckport

Your favourable consideration is requested. It is further requested that the lease amount take into account the inaccessible nature of the land portion except through the Windhoek Truckport and the temporary nature of the lease.

Yours Faithfully,

.....
Barrie Watson TRP

DEPARTMENT OF HOUSING, PROPERTY
MANAGEMENT AND HUMAN SETTLEMENT

✉ 59

80 Independence Avenue
WINDHOEK, NAMIBIA



Tel: (+264) 61 290 2171

e-mail: HPH@windhoekcc.org.na

www.cityofwindhoek.org.na

The Gateway to Endless Opportunities

ENQ: David Negonga

DATE: 19/07/2024

TEL: 061 290 3304

REF: L/Portion237/B/Windhoek
and Townlands No.31

Barrie P Watson
Town and Regional Planner
P O Box 9993
Windhoek
81 140 2457/61 223 004

Dear Barrie P Watson

RE: APPLICATION TO LEASE

Receipt of your letter dated 04 June 2024 regarding the above subject matter, is herewith acknowledged. At the same time the City wishes to register its apology for this rather late reply.

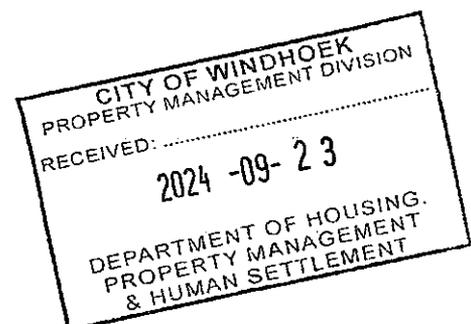
Kindly be advised that the Division of Property Management will carry out an investigation with regards to the above subject property. Thereafter, the City will revert back to you with a more comprehensive reply on your application, and to advice on the way forward.

Trust that you find the above in order.

Yours sincerely

pp: *SI Maanda*
Mr FI Maanda

STRATEGIC EXECUTIVE: HOUSING, PROPERTY
MANAGEMENT AND HUMAN SETTLEMENT







**Department of Housing, Property Management
and Human Settlement
Division of Valuation**

**VALUATION REPORT
PORTION 261, WINDHOEK TOWN AND TOWNLANDs NO:31 (ROAD RESERVE)**



Prepared for:
Property Management Division

Date: 22 September 2025

MARKET VALUE:

The market value is NS 10,373,000 (ten million, three hundred and seventy-three thousand Namibian dollars).

And

RENTAL VALUE PER ANNUM

NS 1,037,300.00 (One Million, Thirty-Seven Thousand, Three Hundred Namibian Dollars).

VALUED BY:

.....
Isack K. Hendjala

**Isack K. Hendjala
Manager: Valuations**

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1. INTRODUCTION

A request was received from the Division of Property Management to the Division of Valuations (both divisions in the Department of Housing, Property Management and Human Settlement) for the valuation of Erf 261 Farm Windhoek Town and Townlands No. 31 in line with the application to lease a portion of the road reserve.

2. PURPOSE OF VALUATION

The purpose of this Property Valuation Report is to determine the fair market value of the land for rental purposes by the applicant.

This objective is achieved by utilising the Residual Land Value Analysis (also known as Hypothetical Development Method) to calculate the residual land value after accounting for all projected development and soft costs from the total capitalised value of the completed and fully leased project. Ultimately, the report provides a clear benchmark for negotiating the land acquisition, ensuring project feasibility and target profitability for the developer.

3. DATE OF VALUATION

The date of valuation shall be 22 September 2025. This is the date on which the opinion of value contained in this report applies.

4. INSPECTION DATE

The property was physically visited and inspected on 22 September 2025.

5. PROPERTY DESCRIPTION

Details pertaining to Erf 261 Farm Windhoek Town & Townlands are fully described in Table 1 below:

Description	Details
Erf Number	261
Location	Windhoek Town and Townland No.31
Street name	Western bypass
Town	Windhoek
Deeds Office	Windhoek
Title Deed Number	
Registration Status	Registered
Registered Owner	Municipal Council of Windhoek

Registration division	K
Property extent	384,975 m ²
Servitude	Standard municipal conditions
Land use right	Street
Bulk	none
Current land use practice	Vacant
Topography	Relatively even
Structure on the erf	Vacant
Neighbourhood appearance	Private open space properties

Table 1: Property Description – Erf 261, Windhoek Townlands

6. DESCRIPTION OF IMPROVEMENTS

There is currently no structure built on the property.

7. MUNICIPAL SERVICES

There are no Municipal services available on Erf 261, assumed fed with services from nearby portion 237.

Type of Service	Status
Water	Not available
Electricity	Not available
Sewage line	Not available
Road	None

Table 3: Available Services – Erf 261 WT&TL



Figure 1: Cadastral Layout and 2025 Google image of Erf 261 Windhoek Town & Townlands

8. BASES OF VALUATION

The basis of valuation for the subject properties is market value as defined in the 2013 International Valuation Standards, soon to be adopted as the National Valuation Standard for Namibia.

8.1. MARKET VALUE DEFINITION AND EXPOUNDING TERMS

I. Definition of Market Value:

Market Value is defined as the "estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

II. Expounding on Key Components (International Valuation Standards)

- A. "The estimated amount": Refers to a price expressed in terms of money payable for the asset in an arm's length market transaction.
- B. "An asset should exchange": Signifies that the value of an asset is an estimated amount rather than a predetermined amount or actual sale price.
- C. "On the valuation date": Mandates that the value is time-specific as of a given date.
- D. "Between a willing buyer": Denotes an individual motivated but not compelled to buy.
- E. "And a willing seller": Represents a party who is neither over eager nor forced to sell at any price, nor one prepared to hold out for a price not considered reasonable in the current market.
- F. "In an arm's length transaction": Implies a transaction between parties lacking a particular or special relationship (e.g., parent and subsidiary companies, landlord and tenant) that could render the price uncharacteristic of the market or inflated due to an element of special value.
- G. "After proper marketing": Stipulates that the asset must be exposed to the market in the most appropriate manner to achieve its disposal at the best price reasonably obtainable in accordance with the market value definition.
- H. "Where the parties had each acted knowledgeably, prudently": Presumes that both the willing buyer and willing seller are reasonably informed about the asset's nature and characteristics, its actual and potential uses, and the state of the market as of the valuation date.

1. "And without compulsion": Establishes that each party is motivated to undertake the transaction, but neither is forced or unduly coerced to complete it.

The asset referred to in the above definition pertains to the land to be valued herein. All assumptions reflected in the relevant report shall be prepared with this definition in mind.

9. VALUATION APPROACH:

9.1. Residual method (Hypothetical Development Method)

In this report, the valuation employs the Residual Land Value Analysis, also known as the Hypothetical Development Method, which involves the following key steps:

- **Project Gross Realisation (Revenue) Estimation:** Estimating the total annual rental income from the fully leased shopping mall based on market rates.
- **Annual Operating Expenses Estimation:** Subtracting anticipated annual operating costs from the gross rental income to determine the Net Operating Income.
- **Project's Total Capitalised Value Calculation:** Deriving the completed project's total market value by capitalising the NOI using an appropriate market cap rate.
- **Total Development and Soft Costs Estimation:** Calculating all expenses required to build the mall, excluding land costs, including construction, site work, soft costs, and developer's profit.
- **Residual Land Value Calculation:** Determining the land's value as the residual amount after subtracting all development costs from the total project value.
- **Price per Hectare Determination:** Dividing the total residual land value by the total land area.

10. DETAILED VALUATION ANALYSIS.

10.1. Project Gross Realisation (Revenue):

- Property total extent: 13,500 square metres
- Bulk factor: 1.0
- Total Rentable Area: 10,800 square metres.
- Average Rental Rate: N\$205 per square metre monthly (obtained from real rental).
- Monthly Rental Income: $N\$205/\text{sqm} \times 10800 \text{ sqm} = N\$2,214,000.00$ per month.
- Annual Rental Income: $N\$2,214,000.00$ per month $\times 12$ months = $N\$26,568,000.00$
- Vacancies allowance at 5%: $N\$26,568,000.00 \times 0.05 = N\$1,328,400.00$
- Total gross rental income: $N\$26,568,000.00 - N\$1,328,400.00 = N\$25,239,600.00$

10.2. Annual Operating Expenses:

- Operating Expenses (40% of gross annual rent): $\text{N\$}25,239,600 \times 0.40\% = \text{N\$}7,571,880.00$
- Net Operating Income (NOI): $\text{N\$}25,239,600 - \text{N\$}7,571,880.00 = \text{N\$}17,667,720$ per year.

10.3. Project's Total Capitalised Value:

- Market Cap Rate: 11%.
- Total Project Value: $\text{N\$}17,667,720 \text{ (NOI)} / 11\% \text{ (Cap Rate)} = \text{N\$}160,615,636.36$.

10.4. Total Development Costs (excluding land):

- Construction Costs: $\text{N\$}9370.40/\text{sqm} \times 13500 \text{ sqm} = \text{N\$}126,500,400$. (These costs include site work, infrastructure, professional costs and other related costs).
- Developer's Profit (15% of total costs excluding land): $(\text{N\$}126,500,400 \times 0.15) = \text{N\$}20,949,865.61$.
- Interest (9.5% at 3 years of total costs excluding land): $(\text{N\$}4,148,541.39)$
- **ADD** Developer's Profit and Interests: $(\text{N\$}126,500,400 + \text{N\$}20,949,865.61 + \text{N\$}4,148,541.39) = \text{N\$}151,598,807.00$.
- Total Development Costs (excluding land): $= \text{N\$}151,598,807.00$

10.5. Residual Land Value (NPV):

- Net Residual Land Value: $\text{N\$}160,615,636.36 \text{ (Total Project Value)} - \text{N\$}151,598,807.00 \text{ (Total Development Costs)} = \text{N\$}9,020,000$ (rounded off).

10.6. Price per square metre:

- Land Value per square metre without 15% VAT: $\text{N\$}9,020,000 / 13500 \text{ m}^2 = \text{N\$}668.15/\text{m}^2$.
- **ADD** 15% VAT: $\text{N\$}9,020,000 \times 1.15\% = \text{N\$}10,373,000$
- Land value per square metre with 15% VAT added: $\text{N\$}10,373,000 / 13500 \text{ m}^2 = \text{N\$}768.37/\text{m}^2$.

10.7. Determination of current-market rental value

Land value per square metre with 15% VAT: $\text{N\$}10,373,000 \times \text{rental cap rate @ } 10\% \text{ per annum} = \text{N\$}1,037,300.00$

Monthly rental: Rental value per annum ($\text{N\$}1,037,300 / 12 \text{ months} = \text{N\$}86,441.67$)

Rental rate per square metre = Monthly rental amount ($\text{N\$}86,441.67$) / Total land size (13,500) = $\text{N\$}6.40/\text{m}^2$

11. CONCLUSION

This detailed valuation analysis assumption provides a comprehensive financial assessment of the assumed project, culminating in a clear understanding of its overall Net Present Value and the residual land value. The analysis assumptions demonstrate a strong potential for profitability, making the project an attractive investment opportunity.

Key conclusions from the valuation analysis:

Significant Annual Rental Income: The project is projected to generate a substantial annual rental income of N\$ 25,239,600.00 from its 10,800 square metres of rentable area, based on an average rental rate of N\$205 per square metre monthly.

- **Net Operating Income (NOI):** After accounting for annual operating expenses, calculated at 40% of the gross annual rent, the project yields a Net Operating Income (NOI) of N\$ 17,667,720.00 per year, indicating strong operational efficiency and profitability.
- **Total Capitalised Value:** Utilising a market capitalisation rate of 11%, the project's total capitalised value is assessed at an impressive N\$160,615,636.36, reflecting its significant market worth and potential return on investment.
- **Manageable Development Costs:** The assumed inclusive total development costs, profit and interests inclusive, excluding land value, amount to N\$ 151,598,807.
- **Reasonable Residual Land Value:** The analysis reveals a Net Residual Land Value of N\$ 9,020,000 (15% VAT exclusive) or N\$ 10,373,000 (15% VAT inclusive), calculated by subtracting the total development costs from the total project value. This residual value underscores the inherent value of the land component within the project.
- **Competitive Land Price per m²:** With a residual land value of N\$ 9,020,000 (15% VAT exclusive) or N\$ 10,373,000 (15% VAT inclusive) and a total land area of 10,800 m², the land value per m² is determined to be N\$ 668.15/m² without VAT or N\$ 768.37/m², providing a clear metric for assessing the land's worth within the open market context.

In conclusion, the high total capital value, coupled with a reasonable residual land value, suggests a project with strong potential for both investors and developers. The above clear breakdown of possible revenue and costs provides a transparent foundation for the formulation of an informed opinion of value on the subject.

12. OPINION OF VALUE

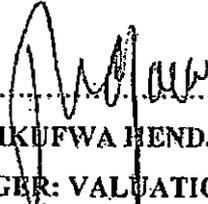
Taking into consideration the application of the residual techniques described above, the following conclusions can be drawn:

Total Capitalised Value:	N\$ 160,615,636,36
Less total development cost and interest:	N\$ 151,598,807
Residual value equals:	N\$9,020,000 (<i>rounded-off</i>).
<u>Add:</u> 15% VAT:	N\$ 1,353,000.00
Residual value (with 15% VAT added):	N\$ 10,373,000.00
Land price/m ² (with 15% VAT added):	N\$ 768.37
Rental value per annum at 10% cap. rate:	N\$ 1,037,300.00
Monthly rental:	N\$ 86,441.67
Rental rate/m ² :	N\$ 6.40

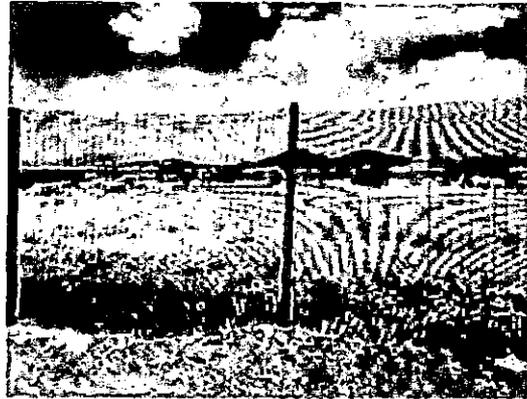
Therefore, I am more of the considered view that the market value for Erf 261 Windhoek Town and Townlands (including VAT) is N\$ 10,373,000.00 (*ten million, three hundred and-seventy-three thousand Namibian dollars*).

And

Market rental value per annum = N\$ 1,037,300.00 (*one million, thirty-seven thousand, three hundred Namibian dollars*).

PROPERTY VALUED BY : 
DESIGNATION : MANAGER: VALUATIONS

13. PICTURES



South



1297
LEASE AGREEMENT

MEMORANDUM OF AGREEMENT
entered into by and between

THE MUNICIPAL COUNCIL OF WINDHOEK

herein represented by **KENNETH UIRAB** as acting Manager: Property Management acting on behalf of the Chief Executive Officer in terms of section 27(5) of the Local Authorities Act 23 of 1992 and **GERWIN ONALENNA MOSIMANE** as Senior Property Administrator: Leaseholds & Settlements acting on behalf of the Chairperson of the Management Committee in terms of section 31A(a) of the Local Authorities Act 23 of 1992 (hereinafter referred to as the "LESSOR")

AND

WINDHOEK FUEL CENTRE CC
(REG. 2006/3281)
(hereinafter referred to as LESSEE)

Box 11588
WINDHOEK
Tel.: 061 252059
Fax.: 061 225980

Herein represented by **ISAAC ILMARY PULENI KAULINGE** in his capacity as member of the Close Corporation, subject to a dully authorized members Resolution a copy of which is to be attached as Annexure "A" and initialled for purposes of identification. It is hereby further certified in favour of the LESSOR that the aforesaid Resolution is *intra vires* the Powers of the LESSEE.

(in this agreement referred to as the "LESSEE")

(The Lessee and Lessor jointly referred to as the "Parties")

WHEREAS:-

A WHEREAS the LESSOR is the owner of certain immovable PROPERTY described hereunder namely:

CERTAIN

Portion B of the Farm Windhoek Town and Townlands No 31 known as Portion 237/B/31

SITUATED

in the Municipality area of Windhoek; Khomas Region, Registration Division K;

✓
B.S.
G.D.
K.A.
A.S.

MEASURING ± 83 985 m² (Eight Three Nine Eight Five square metres) in extent,

INDICATED on the plan marked as Annexure "A" and annexed hereto

B And WHEREAS the LESSOR has agreed to lease the property to the LESSEE for a period of thirty (30) years, as indicated on Plan attached hereto as ANNEXURE "A" (hereinafter referred to as the "PROPERTY").

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1

LETTING AND HIRING

The LESSOR hereby lets and the LESSEE hereby hires the PROPERTY as is.

2

DURATION OF LEASE AGREEMENT

- 2.1 This Lease shall commence on the actual date upon the signing hereof on behalf of the LESSOR and shall continue for a period of thirty (30) years subject to the right of the parties to terminate the agreement with a twelve month written notice, but and subject to the provisions of clause 18 hereof having been followed.
- 2.2 If the structure, foundations and footings erected over the PROPERTY still remain there, upon the expiry of the period of this Agreement, the LESSEE shall have the right of first refusal to extend this Agreement for further period(s) for as long as the structure, foundations and footings remain solid and safe for use.
- 2.3 The renewal rental shall be negotiable after expiry of the lease.
- 2.4 Subject to the provisions of subclauses 2.1 and 2.2, at the termination of this lease through effluxion of time, the PROPERTY shall revert to the LESSOR without the LESSOR having to recompense the LESSEE for any improvements on any grounds whatsoever, including that of enrichment.

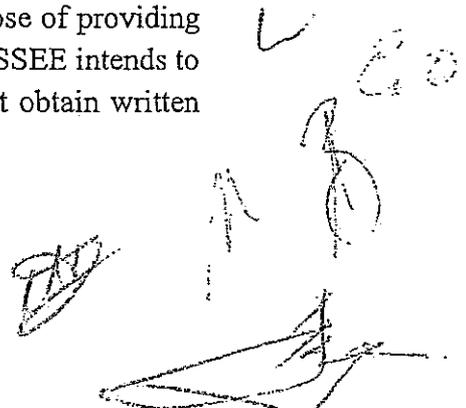
Handwritten signatures and initials, including a large signature at the bottom right and initials 'ZAB' and 'GO' above it.

RENT AND CHARGES

- 3.1 A rental of N\$ 29 000.00 (Twenty Nine Thousand Namibia Dollars) per month and payments shall be effected monthly in advance on or before the due date as indicated on the LESSORS invoice: Provided that the abovementioned rental shall be increased annually on the renewal date in accordance with the increase in the Consumer Price Index for the 12-month period ending 3 months prior to the completion of each 12-month rental cycle as published by the Namibian Central Bureau of Statistics.
- 3.2 Such rent shall be payable;
- 3.2.1 To the LESSOR at the Municipal Building, Independence Avenue, Windhoek or at such other address as the LESSOR may indicate in writing to the LESSEE.
- 3.3 The lease consideration shall be paid free of bank exchange, and the LESSEE shall not withhold, deter, set-off, or make any deduction due to the LESSOR, whether or not the LESSOR is indebted to the LESSEE or in breach of any obligation to the LESSEE.
- 3.4 The LESSEE acknowledges that acceptance of any cheque by the LESSOR shall not be regarded or interpreted as allowing credit to the LESSEE.
- 3.5 The LESSEE shall be liable for interest on all overdue amounts payable under this Agreement at a rate of 18% per annum , reckoned from the date the amount became due until the amount is paid.
- 3.6 All charges in respect of the supply of electricity, water and other services to the PROPERTY shall be paid by the LESSEE regularly and in accordance with Municipal Regulations and tariffs from time to time in force. The provisions of clauses 3.2 to 3.4 shall be applicable on payments made in terms of this clause.

USE OF PROPERTY

The PROPERTY may only be used by the LESSEE for the purpose of providing services to heavy vehicles and related activities, but where the LESSEE intends to utilise the PROPERTY for any other purpose, the LESSEE must obtain written

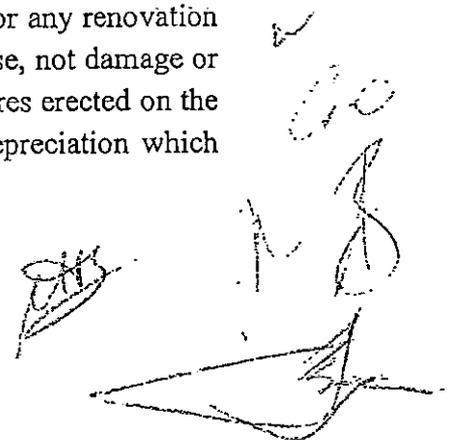


consent from the LESSOR's Chief Executive Officer (Manager: Property Management) at least 21 days prior to the utilisation.

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IMPROVEMENT, MAINTENANCE AND DAMAGES

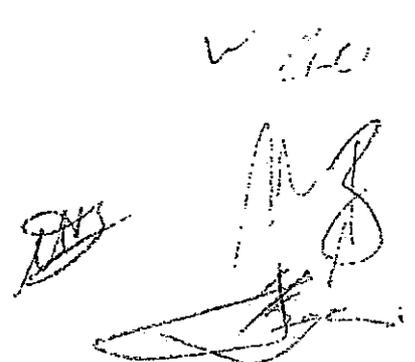
- 5.1 The LESSEE shall, subject to the provisions of clause 17, be entitled at its expense to erect structures, other improvements and fence the area off on the PROPERTY as may be necessary for use of the PROPERTY.
The LESSEE shall not be entitled to claim any compensation for such improvements on cancellation or expiration of this lease save as is hereinafter provided for.
- 5.2 The LESSEE shall before erecting the structures, other improvements and fencing in terms of clause 5.1 submit plans for such structures or other improvements to the Chief Executive Officer (Manager: Property Management) of the LESSOR for its approval. The LESSEE may not start with or effect any excavations or ground works on the PROPERTY without the approval of the Chief Executive Officer (Manager: Property Management) of the LESSOR. The LESSEE must comply with the Health and Building Regulations before any of the improvements may be used.
- 5.3 The LESSEE must take note that the LESSOR will not contribute to or financially assist the LESSEE to erect, renovate, maintain or repair structures and proposed improvements.
- 5.4 Upon the termination of this Lease by effluxion of time the LESSEE shall be entitled to remove from the said PROPERTY any temporary improvements effected by it at its own cost provided that the said PROPERTY is not thereby damaged, and any improvements not removed shall accrue to the LESSOR, and if so required by the LESSOR, the LESSEE shall, at its own cost and charge, remove all or any structures or other erections or garbage from the PROPERTY, and fill in or cover any excavations thereon and remedy any damage caused to the PROPERTY.
- 5.5 The LESSEE shall after erection of any improvements or any renovation or upgrading to the same during the existence of the lease, not damage or cause to damage or allow anybody to damage the structures erected on the PROPERTY and shall be liable for any damage and depreciation which



may result from factors other than reasonable wear and tear and which can be attributed to any act or omission of the LESSEE, his/its servants, animals and any act or omission of other persons for whom it is legally responsible.

- 5.6 In the event of the buildings, structures or fences on the PROPERTY being damaged as contemplated herein the LESSOR has the right to through its officials, to enter the PROPERTY and to repair the building, structures, as deemed necessary at cost of the LESSEE.
- 5.7 The LESSEE shall be liable for the maintenance of weed and pest control. The LESSEE shall further be liable at own expense, subject to fair wear and tear, for the maintenance the PROPERTY, including structures of the PROPERTY as well as the ground in front of the PROPERTY and to keep the same in a neat and tidy condition and the LESSEE hereby acknowledges, without detracting from the validity of any other provision of this lease, that this stipulation is a material condition of this Agreement.
- 5.8 Should the LESSEE fail to carry out the above-mentioned maintenance on its own account, the LESSOR shall, without any written notice, be entitled to cause the necessary maintenance to be done on the account of the LESSEE and any amount or amounts, which are due shall be deemed to be included in the definition of "rental" as described in clause 3.1 hereof.
- 5.9 On the termination of this lease for whatever reason, the LESSEE undertakes to refund the LESSOR for any damage for which the LESSEE may be responsible in terms of clause 5 of this Agreement. Should the LESSEE fail to pay the said damages, the LESSOR shall be entitled to charge the account of the LESSEE referred to in clause 3.1 with such an amount and the same shall be deemed to be a liquid debt against the LESSEE.
- 5.10 The LESSEE shall, when vacating the PROPERTY hand it to the LESSOR in a good state of order and any costs necessarily incurred by the LESSOR after the termination or cancellation of the lease in order to restore the PROPERTY shall be borne by the LESSEE.

W. H. C.

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WARRANTIES

The PROPERTY is leased "as is" and the LESSOR is not liable on remeasurement of the PROPERTY for any shortfall, nor does it wish to benefit from any excess. The LESSOR does not warrant that the PROPERTY is suitable for the purpose for which it is leased for that the extent of the PROPERTY stipulated in the documents, diagrams, notices, tender conditions or this Agreement is in fact the extent to the PROPERTY and the LESSEE herewith expressly acknowledges that no guarantee, presentations or undertakings were given or made to it in respect of any attributes of the PROPERTY, or otherwise. The LESSOR hereby explicitly states that no compensation will be payable for patent or latent defects and no reduction of the rental will be considered or effected to cover the same nor would the LESSEE be allowed to cancel this Agreement after discovery of the same.

TOTAL OR PARTIAL DESTRUCTION OF PROPERTY

- 7.1 In the event of the PROPERTY (including renovations or repairs or improvements erected by the LESSEE) being damaged or partly destroyed as a result of fire, rain, hail, wind, and act of God, revolts, disturbances, riots, strikes, civil wars, or hostility against the LESSEE, the Government or against the local authorities, the PARTIES hereby undertake not to institute legal proceedings against each other and the PARTIES accept no responsibility whatsoever for the injury or death of, or any damage thus caused or suffered and the LESSOR shall not be responsible for any damage done to the LESSEE'S stock, books, papers, et cetera: Provided that the LESSEE shall insure the PROPERTY against such events, which insurance policy shall be provided for inspection to the LESSOR if so requested: Provided further that the LESSEE shall also be entitled at its expense to insure the PROPERTY against theft, housebreaking et cetera. In the event of the LESSEE failing to effect such insurance the LESSEE shall at its expense be liable for damage cause or suffered.
- 7.2 In the event of the PROPERTY or any part thereof being damaged or destroyed as stated in clause 7.1, the LESSEE shall give immediate notice thereof to the LESSOR and this Agreement shall continue in full force and effect except as hereinafter set forth;

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7.2.1 If the PROPERTY is partially damaged or rendered or rendered partially unusable by fire or an act of God and in the event of the insurance company of the LESSEE undertaking to disburse the costs of such damage, the LESSEE undertakes to repair such damaged, except that, should the damage be substantial or should the insurance company default in the disbursement of such damage, the PARTIES shall have the option to terminate the Lease.

7.2.2 If the PROPERTY is totally damaged or rendered wholly unusable by fire or act of God, than the rent shall be paid up to the time of the occurrence and henceforth shall cease until the date when the PROPERTY shall have been repaired and restored by the LESSEE: Provided that the reparation and restoration period not exceed twelve months.

8

INSPECTIONS

The LESSOR, its employees or its representatives shall have the right to enter the PROPERTY at any reasonable time in order to inspect its condition and/or to effect repairs therein: Provided that, however, notice of at least 24 hours is given to the LESSEE.

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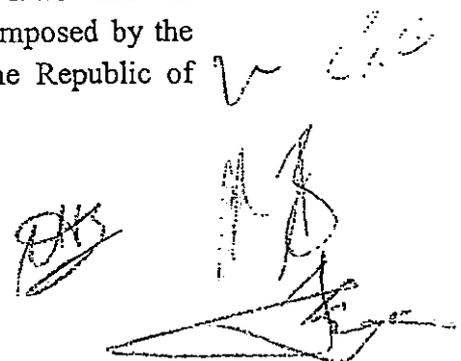
REVERSION TO COUNCIL

At the termination of this Agreement through cancellation or, subject to clause 2.2 above, effluxion of time the PROPERTY, together with any permanent structures erected thereon, shall become the property of the LESSOR without the LESSOR having to recompensate the LESSEE therefor on any grounds whatsoever, including that of enrichment.

10

COMPLIANCE WITH LAWS, ET CETERA

Through the currency of this Lease and the LESSEE'S expense the LESSEE shall comply with all applicable laws, regulations and by-laws and all requirements, directives as well as conditions, which might be imposed by the LESSOR, the Local Government or Central Government of the Republic of

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Namibia in connection with the use and lease of the PROPERTY.

The PROPERTY is let subject to the conditions appertaining thereto and all such conditions and limitations as the Government has or may impose by virtue of the provisions of the Townships and Divisions of Lands Ordinance, 1963 (Ordinance 11 of 1963) or by virtue of the provisions of the Townships Ordinance, 1928 (Ordinance 11 of 1928).

Without prejudice to the foregoing this Lease shall further be subject to the conditions of the Town Planning Scheme of Windhoek promulgated in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954) and the PROPERTY may only be used in accordance with the said Scheme.

For the purposes hereof the LESSEE acknowledges that it is aware of and understands the restrictions and conditions imposed in terms of the aforesaid Ordinances

11

CARRYING ON OF BUSINESS

The LESSEE shall carry on its operations on the PROPERTY in accordance with all statutes, Ordinances, municipal laws and regulations. The LESSEE acknowledges that whenever some form of mismanagement, maladministration is reported and such report is justified after investigation thereof in the discretion of the LESSOR, such misconduct may lead to cancellation in terms of clause 14 hereof.

12

SUBLETTING

The LESSEE shall not have the right to cede or assign this lease or any portion thereof, or any of its rights hereunder, nor shall it be entitled to sublet the property or any portion thereof.

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INDEMNITY

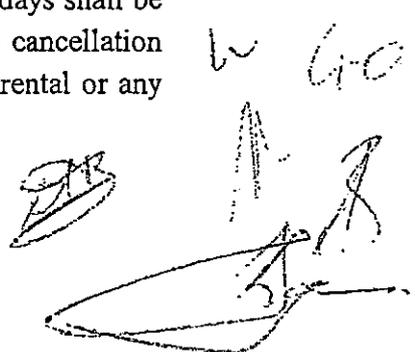
- 13.1 The LESSEE hereby indemnifies the LESSOR against any claims that may be made against them and arising from the operation of the parking facility or any patent or latent defects existing therein.
- 13.2 The indemnity provided includes all cost and charges arising from any claim and includes costs on an attorney and own client rates.
- 13.3 The LESSEE undertakes to pay and made good any claim proven against the LESSOR upon demand after the said claim had been proved.
- 13.4 The LESSEE must take out a suitable public liability policy as cover against the perils aforesaid. Such policy shall be taken out, maintained and proof thereof provided to the LESSOR upon taking out and every renewal thereof.

COSTS

When the LESSOR is obliged to take legal action against the LESSEE in connection with this Agreement, the LESSEE hereby undertakes to pay such legal expenses incurred (including collection charges) on an attorney and client basis which costs shall be payable on demand.

CANCELLATION

In the event of non-payment of rental or any portion thereof, on or before due date, or should the LESSEE fail or refuse to comply with any term or condition of this Agreement, or should the LESSEE act in material breach in any term or condition of this Agreement, the LESSOR shall have the right forthwith to cancel this Agreement by issuing a thirty (30) days written notice of rectification addressed to the LESSEE, personally or per registered post and upon the expiration of such notice the LESSEE shall by mutual agreement immediately vacate the PROPERTY and give the LESSOR peaceful and legal possession thereof. In the event of such cancellation the period of thirty (30) days shall be calculated from the date of posting of the written notice, and such cancellation shall be without prejudice to the LESSOR'S rights to claim arrear rental or any

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damages arising out of this Agreement, or cancellation thereof, on the ground set out above, from the LESSEE: Provided that should the LESSEE not proceed with the LEASE, the LESSEE shall notify the LESSOR with twelve (12) months notice in advance.

16

DOMICILIUM

The parties hereto elects as its domicilia citandi et executandi the following:-

- 16.1 The LESSOR:- The Office of the Chief Executive, Municipal Buildings, Independence Avenue 80, Windhoek; Telefax 09 264 61 290 2344; and
- 16.2 The LESSEE:- The Office of the Windhoek Fuel Centre, Managing Member situated at the Windhoek Truck Port c/o Golf and Aus Road or such other address as the parties may nominate from time to time in writing addressed to the party by registered post.
- 16.3 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and may be given in any one or more of the following manners:-
- 16.3.1 Sent by prepaid registered post (by airmail if appropriate) in an envelope correctly addressed to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered, in which event such notice shall be deemed to have been received on the 7th (seventh) Business Day after posting (unless the contrary is proved); or
- 16.3.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi*, in which event such notice shall be deemed to have been received on the Business Day of delivery; or
- 16.3.3 Sent by telefax to its chosen telefax number stipulated in clause 17.1 or 17.2, in which event such notice shall be deemed to have been received on the date of dispatch (unless the contrary is proved).

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WHOLE AGREEMENT, NO AMENDMENT

- 17.1 This Agreement constitutes the whole Agreement between the Parties relating to the subject matter hereof.
- 17.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement shall be binding unless recorded in a written document signed by the Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given. This clause will not apply to any Arbitration award given pursuant to clause 21.
- 17.3 No extension of time of waiver or relaxation of any of the provisions or terms of this Agreement or any Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.
- 17.4 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 17.5 Should circumstances arise which call for modifications or amendments of this Agreement, same shall only be made by mutual consent given in writing.

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PARTIAL INVALIDITY

The invalidity of one provision of this Agreement shall not affect the validity of the other provisions. Any discrepancy resulting as a consequence shall be filled by a provision consistent with the purpose of this Agreement, as agreed to in writing by the Parties.

SPECIAL CONDITIONS

The special conditions referred to hereinafter shall be applicable to the PROPERTY and for purposes hereof, the LESSEE acknowledges in favour of the LESSOR that he has satisfied himself of the nature, consequences and effect thereof prior to signing hereof, failing which he hereby agrees that he shall be irrebuttably presumed to have satisfied himself so.

That the LESSEE takes note:

- 19.1 That no permanent structures be erected without the approval of the Strategic Executive: Planning, Urbanisation and Environment.
- 19.2 That no compensation for improvements be paid after expiry of the lease.
- 19.3 That access be taken to the satisfaction of the Strategic Executive: Transportation.
- 19.4 That no structures be erected within 5 metre of the existing sewer line.
- 19.5 That no infringement with the natural flow of the river be allowed.
- 19.6 That the LESSEE construct trading stalls on-site for the twenty (25) wood traders within a period of twelve(12) months and hand over such stalls to the Strategic Executive: Economic Development and Community Services
- 19.7 That in the event that the LESSEE fails to develop the property within two (2) years from date of the lease agreement , the original lease period of twenty (20) years be applicable.

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- 19.8 That the design of the trader's stall should be discussed with the Strategic Executive: Economic Development and Community Services.
- 19.9 That surface stormwater run-off be accommodated according to clause 35 of the Town Planning Scheme (see Info 35 of the Town Planning Scheme) stating:
- 19.10 That no stormwater drainage pipe, canal, work or obstruction (except stormwater drain pipes, canal or work which have been authorised in writing by the local authority or which have been or may be built, laid or erected in terms of any law) be constructed on or over the property or located in such a way that:
- 19.10.1 The flow of stormwater from higher lying property to lower lying property is impeded or obstructed and through which any property is or may be endangered; or
- 19.10.2 The flow of a natural watercourse (in which the local authority allow flood water to run-off, be discharged or to be canalised) is or can be changed, canalised or impeded.
- 19.11 That the maintenance of such stormwater pipe, channel or work be the responsibility of the owner of the concerned property.
- 19.12 That prior approval be obtained from the Strategic Executive: Transportation if the accommodation of the stormwater on the erf is contemplated.
- 19.13 That engineering drawings on how the stormwater would be accommodated to the satisfaction of the Strategic Executive: Transportation be submitted for approval simultaneously with the building plans.
- 19.14 That all existing stormwater pipes, outlets and inlets or any other stormwater system be clearly indicated on all building plans submitted, prior to the approval thereof.
- 19.15 That no building plans be approved until the stormwater conditions are met.
- 19.16 That the following condition be included in the Title Deed of the erf:

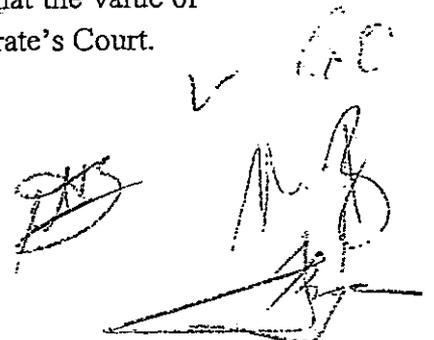
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- 19.16.1 That the stormwater on the erf be accommodated to the satisfaction of Strategic Executive: Transportation, before transfer to a third party may take place.
- 19.17 That an Engineer be appointed to verify the location of the 1:50 year flood line before development can take place adjacent to the Gammams / Arebbush River.
- 19.18 That it be noted that no development may take place within the 1:50 year flood line without a comprehensive flood investigation and report that need to be submitted to the Strategic Executive: Transportation for consideration.
- 19.19 That the location of fuel storage tanks be subject to an Environment Impact Assessment (EIA), with special reference to the proximity to the Windhoek Aquifer and geology of the site.
- 19.20 That fuel storage, containment and monitoring systems be subject to design and certification by a Professional Engineer with known specialisation in fuel containment structures.
- 19.21 That the design and placement of fuel storage and containment and monitoring systems be subject to approval of the Strategic Executive: Infrastructure, Water and Waste Management.

LAW TO APPLY AND JURISDICTION

- 20.1 This Agreement is in all respects governed and construed in accordance with the laws of Namibia.
- 20.2 The LESSEE hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over it, him or her in respect of all legal proceedings connected with this Agreement, notwithstanding the fact that the value of the matter in dispute exceeds the jurisdiction of the Magistrate's Court.

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WHOLE AGREEMENT

- 21.1 This Agreement, Council Resolution 51/02/2012 and any Annexure to the Agreement and Documents constitute the entire Agreement between the parties.
- 21.2 Neither party relies in entering into this Agreement on any warranty, representation or expression of opinion which have not been incorporated into this Agreement as a warranty or undertaking.
- 21.3 No variation or consensual cancelation of this Agreement shall be of any effect unless reduced to writing and signed by both parties.

22

WARRANTY OF AUTHORITY

The person signing this agreement on behalf of the LESSEE and the person signing the Agreement on behalf of the LESSOR expressly warrant their authority to do so.

23

DISPUTE RESOLUTION

- 23.1 When a dispute arises out of this Agreement, or which relates to this agreement, the parties to this Agreement shall resolve the dispute by negotiation, and if the parties are unable to reach an agreement, the dispute shall be referred to arbitration by a single arbitrator.
- 23.2 Without limiting the generality of clause 14, the clause applies to a dispute about –
 - 23.2.1 the existence, validity, termination or discharge or variation of this Agreement; or
 - 23.2.2 the existence or non-existence of circumstances contemplated in this Agreement, or the performance or non-performance of a condition of this Agreement; or
 - 23.2.3 any representation or statement which has been or is alleged to have

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[Signature]

been made in connection with this Agreement.

23.2.3 any representation or statement which has been or is alleged to have been made in connection with this Agreement.

23.3 Where –

23.3.1 a dispute has arisen and a party serves other party with a written notice to concur in the appointment of a particular arbitrator; and

23.3.2 that arbitrator is not appointed within 21 days after the notice is served; the arbitrator shall be appointed by the President of the Law Society of Namibia. This subclause also applies if an arbitrator, previously appointed, declines to act or is unable to act.

23.4 The arbitration shall be held in Windhoek

23.5 The arbitration shall be governed by the Arbitration Act, 1965 (Act 42 of 1965), but the arbitrator may –

23.5.1 rely upon his or her own knowledge;

23.5.2 receive and take into account such written and oral evidence as he or she shall determine to be relevant, whether or not the evidence is admissible in law, and may attribute such weight to it as he or she shall deem appropriate;

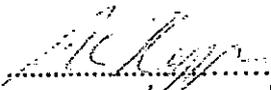
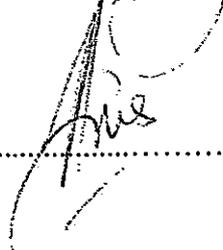
23.5.3 make one or more interim awards;

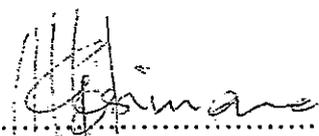
23.5.4 appoint an assessor, valuer or other expert to assist him or her.
LESSEE and the person signing the Agreement on behalf of the LESSOR expressly warrant their authority to do so.

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THUS DONE and SIGNED at WINDHOEK for and on behalf of the LESSOR on this 14th day of November 2012 in the presence of the undersigned witnesses.

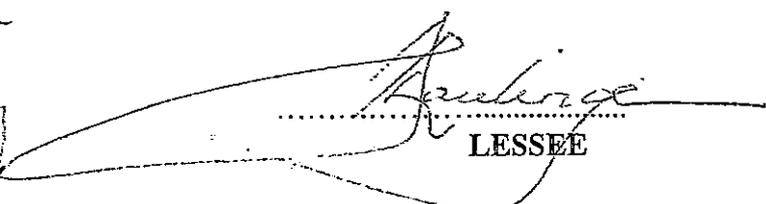
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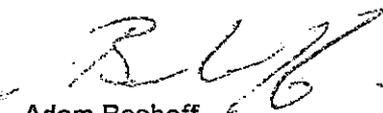
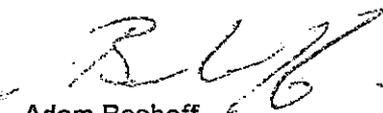
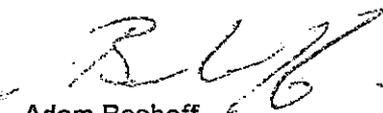
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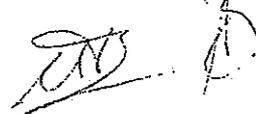
on behalf of the Chief Executive Officer

on behalf of the Chairperson of the Management Committee
(Certified by me to be in accordance with Council Resolution 51/02/2012)

THUS DONE and SIGNED at WINDHOEK for an on behalf of the LESSEE on this 14th day of NOVEMBER 2012 in the presence of the undersigned witnesses.

WITNESSES:

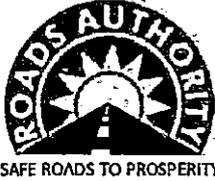
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LESSEE

<p>WINDHOEK FUEL CENTRE cc </p>	<p>PO Box 11588 Windhoek Namibia Tel : +264 61 252059 Fax: +264 61 225980 E-mail: wfc@iway.na Reg No: CC 2006/3281 VAT Registration Number:4432-890-015</p>		
<p style="text-align: right;">12-Nov-12</p> <p>Authority of Signatory:</p> <p>By decision taken at a meeting held on the 12th of November 2012 at Windhoek Fuel Centre cc. It was resolved that Mr Isaac Ilmary Puleni Kaulinge be authorised to sign the Lease Agreement between the Municipal Council of Windhoek and Windhoek Fuel Centre cc</p> <p>Signed:</p> <table data-bbox="383 771 1340 941"><tr><td data-bbox="383 771 766 941"> <u>Adam Boshoff</u> Managing member</td><td data-bbox="766 771 1340 941"> <u>IlP. Kaulinge</u> Executive member</td></tr></table>		 <u>Adam Boshoff</u> Managing member	 <u>IlP. Kaulinge</u> Executive member
 <u>Adam Boshoff</u> Managing member	 <u>IlP. Kaulinge</u> Executive member		

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G.O.B



Transaction Information

Reference number	20121114-9557128
Recipient Name	City of Windhoek
Bank Name	FIRST NATIONAL NAMIBIA
Branch Name	H/Office Windhoek Namibia 556
Branch Code	282-672
From	Windhoek Fuel Centre CC 2006/3281
RecipientAccount	62012146115
Amount	N\$ 29 000.00
Action Date	14/11/2012
Transaction Description	Ref:9000002300105-Property-WFC
Transaction Status	Processed
Transaction Type	Ben Payment



ROADS AUTHORITY
PRIVATE BAG 12030
AUSSPANPLATZ
WINDHOEK
NAMIBIA

Our Ref: 17/10/9/1
Location: 2014-RL05 Encroachments
Your Ref:

Enquiries: Petro Vermeulen
Telephone: +264 61 284 7067
E-mail: vermeulenp@ra.org.na

17 September 2024

Mr. Barrie Watson
Barrie Watson Town and Regional Planner
PO Box 9993
WINDHOEK

Dear Mr. Watson,

**REQUEST TO RELAX THE BUILDING CONTROL LINE ON TRUNK ROAD 9/1 (T0901)
AT WINDHOEK TRUCKPORT – WINDHOEK DISTRICT, WINDHOEK MAINTENANCE
REGION**

1. Your letter dated 2 September 2024 on behalf of Windhoek Fuel Centre CC (Windhoek Truckport) refers (**Annexure A**).
2. We take note that your client intends to lease the vacant land situated south of the site currently occupied by the Windhoek Truckport.
3. The building restriction on proclaimed roads is enforced in accordance Section 8(1) of the Advertising on Roads and Ribbon Development Ordinance 30 of 1960 ("the Ordinance"), which also empowers the Roads Authority to grant or refuse permission to encroach the building restriction line.
4. We can confirm from the Surveyor General diagrams received from you in support of the application (**Annexure B**) that Windhoek Town and Townlands No. 31 was in existence prior to at the commencement of the Ordinance.
5. In light of the above and pursuant to Section 8 of the Ordinance, approval is herewith granted to extend the southern boundary of the Windhoek Truckport to a distance not closer than 60 metres from the centreline of T0901 as indicated in **Figure 1**. This distance shall be measured from the median of T0901 (i.e. from the middle of the eastbound and westbound carriageways).

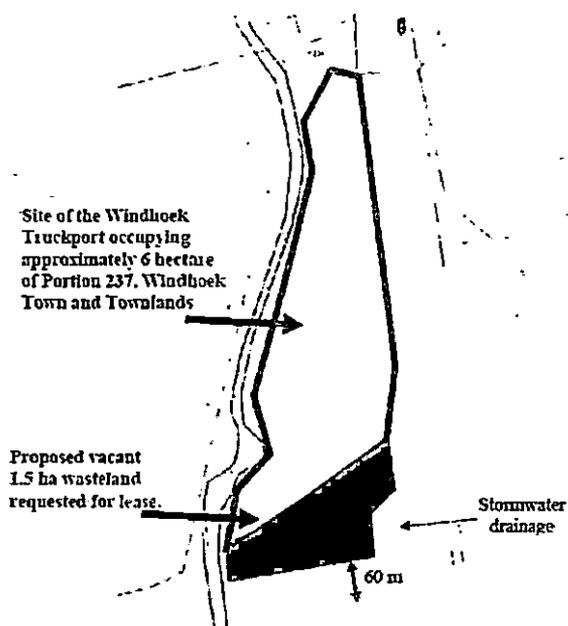


Figure 1: Proposed Extension of Boundary at Windhoek Truckport

6. Additionally, the Roads Authority has no objection to any vehicles being parked between the existing boundary and the new proposed boundary of the Windhoek Truckport.

Yours sincerely,

Dr. Conrad M. Lutombi
CHIEF EXECUTIVE OFFICER



COPY TO:

- Mr. Vernon du Preez (Regional Engineering Manager, Windhoek Region)

ANNEXURE:

- Annexure A: Letter from Barrie Watson Town and Regional Planner
- Annexure B: Surveyor General Diagrams

[Special Municipal Council Minutes: 2023-07-06]

5.2.20

**FNS.3 [HPH] REVENUE ENHANCEMENT
AND PROTECTION FROM DELIVERY OF
SERVICED LAND: REQUEST FOR APPROVAL
OF EARLY EXIT FROM PUBLIC PRIVATE
PARTNERSHIP (PPP) AGREEMENTS
(16/15)**

On proposal by Councillor SS Nujoma, it was

RESOLVED

- 1 That the status of the Public Private Partnership (PPP) Projects and their potential yield in terms of erven as set out as follows, be noted:

Development	Developer	Development Agreement (date signed)	Total area (hectare)	Number of erven					
				Single	General residential	Business	Institutional	Other	Total
Alienation/Sales phase									
Academia Extensions 1 and 2	Acacia Investments	5 October 2011	56.51	447	11	2	3	14	477
Otjomuise Extension 4	Betula Nigra	5 October 2011	49.30	116	83	1	1	5	206
Erf 2317, Otjomuise (co-development)	Betula Nigra	5 October 2011	11.94	0	1	0	0	0	1
Otjomuise Extension 5	Ino Investment Holdings	23 Aug 2013	33.74	357	5	3	2	0	367
Khomasdal Extension 4 (Erven 6219 to 6250)	Heikky Property Development	31 May 2017	1.960	25	2	0	0	0	27
Rocky Crest Extension 4	Otweya Land Developer	15 May 2017	45.00	231	19	22	2	12	286
Kleine Kuppe Extension 1 (Phase 2B)	Champac Investments	15 May 2017	20.42	88	0	0	0	0	88
Design and construction phase									
Kleine Kuppe Extension 1 (Phase 2B)	Champac Investments	15 May 2017	20.42	0	10	0	1	3	14
Auasblick Extension 1	Sinco Investments	15 June 2017	57.23	269	3	1	1	9	283
Klein Windhoek Extension 4	Twine Investment Holdings	15 May 2017	42.00	161	4	2	0	4	171
Rocky Crest Extension 5	Waterberg Investments	15 May 2017	43.00	254	21	2	3	23	303
Rocky Crest Extension 6	Shikongo Investments	31 May 2017	25.00	254	6	10	1	8	279
Statutory planning phase									
Otjomuise Extension 12	Omba Holdings	31 May 2017	12.40	0	71	12	1	18	102
Cimbebasia Extension 7	Wilu Investments	9 May 2017	15.40	227	1	0	1	0	229
Prosperita (Erven 72 and 73)	Tuye Buco Construction	31 May 2017	3.420	0	0	70	0	0	70
Total				2 429	237	125	16	96	2 983

- 2 That the challenges experienced in implementing the Public Private Partnership (PPP) Projects for land development and associated risks, be noted.

- 3 That Early Exits from the current Public Private Partnership (PPP) Development Agreements with the Development Partners listed as follows, be approved:

3.1 Alienation/sales phase

Development	Development partners	Development Agreement (date signed)	Total area (hectare)
Academia Extensions 1 and 2	Acacia Investments	5 October 2011	56.51
Otjomuise Extension 4	Betula Nigra	5 October 2011	49.30
Erf 2317, Otjomuise (co-development)	Betula Nigra	5 October 2011	11.94
Otjomuise Extension 5	Ino Investment Holdings	23 August 2013	33.74
Khomasdal Extension 4 (Erven 6219 to 6250)	Heikky Property Development	31 May 2017	1.960
Rocky Crest Extension 4	Otweya Land Developer	15 May 2017	45.00
Kleine Kuppe Extension 1 (Phase 2B)	Champac Investments	15 May 2017	20.42

3.2 Design and construction phase

Development	Development partners	Development Agreement (date signed)	Total area (hectare)
Kleine Kuppe Extension 1 (Phase 2B)	Champac Investments	15 May 2017	20.42
Auasblick Extension 1	Sinco Investments	15 Jun 2017	57.23
Klein Windhoek Extension 4	Twine Investment Holdings	15 May 2017	42.00
Rocky Crest Extension 5	Waterberg Investments	15 May 2017	43.00
Rocky Crest Extension 6	Shikongo Investments	31 May 2017	25.00

3.3 Statutory planning phase

Development	Development partners	Development Agreement (date signed)	Total area (hectare)
Otjomuise Extension 12	Omba Holdings	31 May 2017	12.40
Cimbebasia Extension 7	Wilru Investments	9 May 2017	15.40
Prosperita (Erven 72 and 73)	Tuye Buco Construction	31 May 2017	3.420

- 4 That in order to fast-track project implementation and lower the risk to Council, the Early Exit be negotiated between Council (dedicated Negotiation Team) and the respective Public Private Partnership (PPP) Development Partners.
- 5 That Council consider Early Exit from the Public Private Partnership (PPP) Development Agreements, subject to the following conditions:
- 5.1 That all Public Private Partnership (PPP) Projects that attain a subdivision layout approved by the Urban and Regional Planning Board, have an Environmental Management Clearance Certificate or Exemption issued by the Environmental Commissioner and a General Plan approved by the Surveyor General, be considered for Early Exit.

- 5.2 That the approved layout plan be subjected to a valuation of erven based on approved land uses.
- 5.3 That the basis of the negotiated exit amount be the fair and reasonable value of the land if sold outright based on the approved layout. In arriving at the value, the provision for bulk infrastructure should be taken into consideration.
- 5.4 That land development commence within two (2) years from the date of signature of the Addendum to the Public Private Partnership (PPP) Development Agreement, failing which rates and taxes be applied based on the approved layout as if the area is fully developed.
- 5.5 That the land be transferred once the amount due to Council is settled by the Developer.
- 5.6 That all erven zoned 'public open space', 'municipal', 'street' and all other reserved land uses as set out in the Windhoek Town Planning Scheme (Zoning Scheme) remain the property of Council, and not form part of the negotiations.
- 5.7 That institutional land be negotiated for sale in accordance with Council's Policy.
- 5.8 That upon transfer of the land to the Developer, Council be absolved of all liabilities related to the Public Private Partnership (PPP) Development Agreement.
- 5.9 That upon transfer, the Developer continue the project as a Private Development and enter into a Public Private Partnership (PPP) with Council for the take-over of services.
- 5.10 That the Chief Executive Officer (Corporate Legal Adviser) draft the Deed of Sale and an Addendum to the Public Private Partnership (PPP) Development Agreement following negotiations to affect the outright sale of the land.
- 5.11 That the negotiated terms and the Addendum to the Public Private Partnership (PPP) Development Agreement be submitted to Council for approval.
- 6 That the following implementation approach to the Early Exit negotiations, be noted and approved:
- 6.1 That to avoid challenges related to the delegation of power whilst at the same time ensuring the successful closure of the Public Private Partnership (PPP) Projects, all saleable erven at the **sales/alienation phase** that remain unsold after one (1) or multiple sales attempts, be sold through Private Treaty.
- 6.2 That the Strategic Executive: Housing, Property Management and Human Settlement develop criteria on how erven as per paragraph 6.1 above, will be sold in a manner that is transparent.

- 6.3 That the Project Team, and through them, the Public Private Partnership (PPP) Development Partners at the sales/alienation phase, be consulted for their input during the development of the criteria.
- 7 That projects outlined fully in paragraphs 1 and 3 to 3.3 above that are at the **design and construction phase**, be considered for outright sale to the respective Development Partners in accordance with conditions in paragraphs 5 to 5.11 above.
- 8 That it be noted that projects outlined fully in paragraphs 1 and 3 to 3.3 above that are at the **statutory planning phase**, do not meet the requirement for Early Exit in their current form, the said projects will qualify for Early Exit and considered accordingly when they attain a subdivision layout approved by the Urban and Regional Planning Board and other requirements set out under paragraphs 5 to 5.11 above.
- 9 That to ensure continued supply of serviced land, 40 % of the funds secured through the Early Exit from Public Private Partnership (PPP) Development Agreements be ring-fenced in the Land Delivery Revolving Fund, and further, 40 % of the funds so secured be committed to funding of bulk infrastructure and land servicing projects within the City.
- 10 That the Negotiation Team comprising of the following departments be approved with a mandate to engage the Developers (Public Private Partnership (PPP) Partners) and negotiate the most beneficial outcome for Council:

Department	Member
Office of the Chief Executive Officer	Corporate Legal Adviser
Housing, Property Management and Human Settlement	Manager: Housing and Land Delivery assisted by the Section Engineer: Land Delivery and Engineer: Project Management
	Manager: Valuations
	Manager: Property Management
Finance and Customer Services	Executive: Financial Reporting and Budgeting

- 10.1 That the Strategic Executive: Housing, Property Management and Human Settlement be the Chairperson of the Negotiating Team.
- 11 That the Negotiation Team follow, with possible adaptation to improve efficiency and effectiveness, the following steps in the negotiation process:
 - 11.1 That to ensure consistency with all private treaty land sales, the Strategic Executive: Housing, Property Management and Human Settlement issue upon request, duly signed Valuation Certificates to Public Private Partnership (PPP) Development Partners at the sales/alienation phase with expressed interest to enter Early Exit negotiations.
 - 11.2 That the property value reflected on a duly signed Valuation Certificate constitute Council's Offer and basis for negotiations.

- 11.3 That on receipt of Council's Offer the Public Private Partnership (PPP) Development Partner appoint, at own cost and risk a suitably qualified and experienced independent Property Valuer for advice and guidance on the offer. [The Public Private Partnership (PPP) Development Partner, may, out of free will opt to skip independent valuation process and enter directly into negotiations.]
- 11.4 That once paragraphs 11.1 to 11.3 above is fulfilled, the Negotiation Team officially engage the Public Private Partnership (PPP) Development Partner and agree on the terms of Early Exit from Public Private Partnership (PPP) Project.
- 11.5 That on conclusion of negotiations, the Negotiation Team prepare a submission setting out clearly the negotiated terms, for consideration and decision by Council.
- 11.6 That the Public Private Partnership (PPP) Development Partner be informed of the decision of Council and the next steps.
- 11.7 That where the negotiated terms are acceptable to Council, the sales process be initiated culminating in a Ministerial approval in accordance with sections 30(1)(t) and 63(2) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 11.8 That on receipt of Ministerial approval, the Chief Executive Officer (Corporate Legal Advisor) prepare a Deed of Sale and Addendum to the Public Private Partnership (PPP) Agreement.
- 11.9 That once the Deed of Sale and Addendum to the Agreement is signed, the Strategic Executive: Housing, Property Management and Human Settlement without delay, prepare a Development Agreement and take the necessary steps and ensure that it is signed by the parties.
- 11.10 That the Negotiating Team, once negotiations have commenced provide regular updates to Management Committee, for information.
- 12 That Early Exit proposals that do not meet the approval of Council remain Public Private Partnership (PPP) Projects until such time that that an approval for Early Exit is obtained.
- 13 That the Chief Executive Officer do or cause to be done all that is necessary in the best interest of Council to ensure that negotiations are concluded expeditiously.
- 14 That the Early Exit proposal should not prohibit Council to venture into future Public Private Partnership (PPP) endeavours.
- 15 That the resolution be implemented prior to confirmation of the minutes.

RESOLUTION 161/07/2023

[Municipal Council Minutes: 2023-07-27]

10.5.2

GOV.2 [HPH] REVISION OF THE METHOD OF SALE FOR THE REMAINING ERVEN DEVELOPED UNDER PUBLIC PRIVATE PARTNERSHIP (PPP) AGREEMENTS FOR LAND DELIVERY (16/15)

On proposal by Councillor SS Nujoma, it was

RESOLVED

- 1 That the approval of the early exit from Public Private Partnership (PPP) Agreements as per Council Resolution 161/07/2023, and its implications in terms of expediting the closeout of the current Public Private Partnership (PPP) Projects specifically pertaining to the use of the Private Treaty method of sale in Projects that are in the Alienation/sales phase, be noted.
- 2 That the following criteria be approved as the manner through which sellable erven ('residential', 'office', 'business', 'restricted business' and 'industrial') contemplated in paragraph 6.1 of Council Resolution 161/07/2023, attached as pages 1088 - 1092 to the agenda, will be sold through Private Treaty:
 - 2.1 **'Residential', 'office', 'business', 'restricted business' and 'industrial' zoned erven**
 - 2.1.1 That the Tender method of sale, through the closed bid sale process as approved by Council in terms of Resolution 289/11/2019, attached as pages 1093 - 1094 to the agenda, remain the preferred method of sale for sellable erven.
 - 2.1.1.1 That the erven subjected to at least one (1) or multiple sales attempts that remain available, be sold through Private Treaty.
 - 2.1.1.2 That the erven be offered only up to the second (2nd) in line, and thereafter the erven be sold through Private Treaty.
 - 2.2 **'Institutional'/'private open space' zoned erven**
 - 2.2.1 That all 'institutional' and 'private open space' zoned erven developed under the Public Private Partnership (PPP) Agreement, be sold at the upset price, subject to compliance to the requirements as per the Institutional Land Policy.
 - 2.2.2 That all current applications for 'institutional' and 'private open space' zoned erven developed under Public Private Partnerships (PPPs), be considered as per the Institutional Land Policy, with the exception that the selling prices be at the full upset price and not at a subsidised price.

- 3 That in order to implement the sale of the erven through Private Treaty with efficiency, as contemplated herein, that each respective Developer and Project Team be mandated to attend to the sale/administrative process (marketing and securing of purchasers) on behalf of Council, up to a point where a committed purchaser is secured.
- 4 That it be noted that the Project Team may appoint an Estate Agent to be responsible for all administrative processes relating to the sale up to a point where a committed purchaser is secured, following which a Sales Agreement (Deed of Sale) be signed with the purchaser and the Municipal Council of Windhoek.
- 5 That the following preference criteria be applied during the implementation of the sale of erven through Private Treaty as approved in this Council Resolution:
 - 5.1 That the sale not be restricted to first time buyers.
 - 5.2 That the prospective purchaser be allowed to purchase more than one (1) erf, subject to affordability.
 - 5.3 That any offer below the upset price not be considered.
 - 5.4 That preference be given to cash buyers.
 - 5.5 That the sale be on a first-come-first served basis i.e., the sale to be to the purchaser who sign an Agreement first after proving affordability.
 - 5.6 That the payment of cash and that of a Bank Guarantee/Letter of Undertaking be accepted.
- 6 That the following process flow be followed:
 - 6.1 The qualifying erven will be advertised by the Project Team (which includes Council, the Financier and Developer) as soon as such become available;
 - 6.2 The advertisement and marketing will be done by the Project Team/the Developer (or its appointed Estate Agent);
 - 6.3 Once a prospective buyer has been found who qualifies to buy a property at the upset price, the process and allocation will be tabled before the Project Team for ratification and thereafter submitted to the Chief Executive Officer for approval as delegated by Council.
 - 6.4 Once the Chief Executive Officer's approval is received the prospective buyer is informed;
 - 6.5 The prospective buyer then approaches the financial institution for financing/financial guarantee (if not in place already);
 - 6.6 While the prospective buyer is arranging financial approval, Council advertises the sale for objections in line with requirements of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended);

- 6.7 Council obtains Ministerial approval for the sale of erven through Private Treaty to the respective purchasers;
- 6.8 Once all the processes above have been concluded, the Project Team must hand over the files to the Department of Housing Property and Human Settlement, for a Deed of Sale to be signed by Council and the prospective buyer;
- 6.9 Once a Deed of Sale is concluded then the file is handed back to the Project Team to undertake the process of ensuring that payment is made, or a Financial Guarantee/Letter of Undertaking is received; and
- 6.10 Once a proof of payment/Financial Guarantee/Letter of Undertaking is received, the Project Team must hand over the file to the Department of Housing Property and Human Settlement, to issue transfer instructions for the transfer of the property into the name of the purchaser.
- 7 That the Strategic Executive: Housing, Property Management and Human Settlement be mandated to amend the process flow, as and when required to yield the best and most efficient results.
- 8 That in the interest of efficiency and timely conclusion of the Projects that the Chief Executive Office be given the delegated authority to approve Private Treaty sales to be conducted in terms of this Council Resolution.
- 9 That the sale through Private Treaty be advertised in terms of section 63 of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 10 That Ministerial approval be obtained in terms of section 30(1)(t) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
- 11 That the Strategic Executive: Housing, Property Management and Human Settlement develop a mechanism for the City to first advertise to invite applicants by private treaty, thereafter, if no interest is shown, the Developer to run the process through the Project Team.
- 12 That the resolution be implemented prior to confirmation of the minutes.

RESOLUTION 219/07/2023

[Municipal Council Minutes: 2024-08-29]

10.3.11

**GOV.20 [HPH] REVENUE ENHANCEMENT
AND PROTECTION FROM DELIVERY OF
SERVICED LAND: NEGOTIATED OFFER
OF EARLY EXIT FROM PUBLIC PRIVATE
PARTNERSHIP AGREEMENT WITH TUYE
BUCO CONSTRUCTION CC
(3/1/6/9/2)**

On proposal by Council Member Bernardus Araeb, it was

RESOLVED

- 1 That Conditions of Early Exit from Public Private Partnership (PPP) Agreement set out fully in Council Resolution 161/07/2023, attached as pages 714 - 718 to the agenda, be noted.

Offer and Counter-offer

- 2 That the Municipal Council of Windhoek's Offer of N\$12 040 000.00 dated 10 May 2024 issued to Tuye Buco Construction CC and attached as pages 719 - 721 to the agenda, be noted and accepted as the Municipal Council of Windhoek's original offer and final offer to Tuye Buco Construction CC taking into consideration the Counter offer.
- 3 That the Counter offer by Tuye Buco Construction CC of N\$9 525 417.63 attached as pages 754 - 755 to the agenda, be noted and turned down per reasons set out in a letter to the Counter offer and Counterproposal attached as pages 757 - 762 to the agenda.
- 4 That the Counter offer attached as pages 757 - 762 to the agenda be replaced by the acceptance of Council's offer as per the letter, attached as pages 754 - 755 to the agenda.
- 5 That Tuye Buco Construction CC be informed of Council's decision and be given seven (7) days from the date of notice of Council's decision to accept the Council Resolution, which constitutes Council's Final Offer of N\$12 040 000.00 in writing to the Chief Executive Officer.
- 6 That should Tuye Buco Construction CC accept the Municipal Council of Windhoek's Final Offer, the following procedure as set out in paragraph 11.7 to 11.10 of Council Resolution 161/07/2023 shall take effect:
 - 6.1 That the sales process be initiated culminating in a Ministerial approval in accordance with sections 30(1)(t) and 63(2) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
 - 6.2 That on receipt of Ministerial approval, the Chief Executive Officer (Corporate Legal Adviser) prepare a Deed of Sale and Addendum to the Public Private Partnership (PPP) Agreement.

- 6.3 That once the Deed of Sale and Addendum to the Agreement is signed, the Strategic Executive: Housing, Property Management and Human Settlement without delay, prepare a Development Agreement and take the necessary steps and ensure that it is signed by the parties.
- 7 That remaining conditions of Council Resolution 161/07/2023 are binding on this transaction and further that:
- 7.1 That Tuye Buco Construction CC provide the Municipal Council of Windhoek with a Bank Guarantee within thirty (30) days after receipt of Ministerial approval and the payment of the amount of N\$12 040 000.00 be made within thirty (30) days after signing the Addendum to the Development Agreement and Deed of Sale, failing which, the offer to enter into Early Exit Agreement from the subsisting Public Private Partnership (PPP) lapses.
- 7.2 That as set out in paragraph 2 of Council Resolution 161/07/2023, land development commence within two (2) years from the date of signature of the Addendum to the Public Private Partnership (PPP) Development Agreement, failing which rates and taxes be applied based on the approved layout as if the area is fully developed.
- 7.3 That the maximum period to materially improve the property and release serviced land to market is set at three (3) years from the date of sale, should land not be improved within three (3) years, Tuye Buco Construction CC provides the Municipal Council of Windhoek with an irrevocable Power of Attorney to effect repossession on the selling price.
- 7.4 That as means to ensure that the project remain relevant to its original intent (that of releasing serviced land to the market), it is a set condition of the Early Exit Agreement that the purchaser shall not be entitled to sell the property to a third party or to any subsequent successor(s) in title or successor-in-title or name or cede or assign this agreement to any third party or successor in title or name without the consent of the Municipal Council of Windhoek.
- 7.5 That by entering into Early Exit Agreement, the Municipal Council of Windhoek is absolved from any risks, obligations and liabilities whatsoever related to the development of Erven 72 and 73, Prosperita.
- 8 That the resolution be implemented prior to confirmation of the minutes.

RESOLUTION 184/08/2024

Afreximbank to host 2024 trade seminar in Windhoek

Afreximbank heads to Windhoek

The event will address critical trade finance trends and tools and offer training in innovative strategies to bolster Africa's trade ecosystem.

African bankers, financiers, legal practitioners, insurers and professionals from regulatory agencies and corporations from across the African continent involved in trade finance will gather

in Windhoek from 5 to 8 November for the annual Afreximbank Trade Finance Seminar (ATFS) and Factoring Workshop. The event will address critical trade finance trends and tools and offer training in innovative strategies to bolster Africa's trade ecosystem.

The seminar underscores Namibia's commitment to advancing intra-Africa trade as well as global trade facilitation. Titus Ndove, executive director in the ministry of finance and public enterprises will deliver the keynote address.

The seminar will host a number of world-class speakers covering a broad range of topics and technical training workshops. Gwen Mwaba, the MD of trade finance and correspondent banking said the seminar will equip bankers with knowledge to aid them in their day-to-day roles.

"This seminar aims to equip participants with essential knowledge and skills to navigate the complexities of financing transactions and structuring viable trade deals amidst increasing and heightened global economic uncertainty," Mwaba said.

"By enhancing expertise in trade and trade-related deals, participants will not only diversify economic growth and boost public and private sector revenues through enhanced income generation, but also enable governments to execute



TOOLS: The Afreximbank Trade Finance Seminar (ATFS) and Factoring Workshop will be held in Windhoek in November. PHOTO COURTESY

critical development projects. Our aim is to foster a collaborative environment where these key stakeholders can share insights and strategies to strengthen Africa's trade finance landscape and unlock new opportunities for growth."

Tailored for the continent
Africa's trade finance gap is estimated to be between US\$90 billion and US\$120 billion per year.

The existing and scaling back of many international banks from Africa have severely limited local lenders' ability to finance clients' import and export needs and created record demand for trade finance in Africa.

The seminar is a cost-and time-efficient capacity-building seminar tailored to African markets for professionals involved directly or indirectly in trade finance, providing them with valuable knowledge and expert training. Among the speakers at the workshop is

Neal Harm, the secretary general of the FCL, the global representative body for factoring and financing of open account domestic and international trade receivables headquartered in the Netherlands.

The full-day factoring workshop on 8 November will focus on 'Solving the African Micro Small Medium Enterprise (MSME) Trade Finance Gap through Factorial Finance' and provide valuable insights into how this alternative financing method can effectively bridge the finance gap for MSMEs.

Factoring is a vital trade finance tool that provides MSMEs with access to financing, helping to boost trade under the African Continental Free Trade Area (AfCFTA).

Interested attendees can register for the Afreximbank Trade Finance Seminar and Factoring Workshop by visiting <https://apo-opa.co/SYjsWax>.

WE'RE HIRING

VACANCY

EXECUTIVE: FINANCIAL SERVICES

DEPARTMENT: NATIONAL SERVICES
OFFICE: WINDHOEK

CLOSING DATE: 31/10/2024

FOR DETAILS, VISIT <https://www.namapost.com.na/corporate/vacancies>

www.namapost.com.na

1 2 3 4

We Deliver More.

City of Windhoek
Tel: 06 1 22 0 5000 • Windhoek, Namibia

NOTICE FOR OBJECTIONS

ALLOCATION OF VARIOUS ERVEN BY WAY OF PRIVATE TREATY IN TERMS OF SECTION 63(2) READ TOGETHER WITH SECTION 30(1)(i)(iii) OF THE LOCAL AUTHORITIES ACT, 1992 (ACT 23 OF 1992) AS AMENDED.

The City of Windhoek intends to sell properties as indicated in the table below by way of a private treaty in terms of Section 63(2) b) read together with Section 30(1)(i)(iii) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended. Maps with all the relevant information with respect to the Erven are available free of charge at the Customer Care Centre, Independence Avenue for inspection.

All interested parties are called upon to lodge their written objections, if any, in a sealed envelope in the GLASS BOX enclosing "OBJECTIONS TO THE SALE OF VARIOUS UNIMPROVED PROPERTIES, NOTICE NO. 40/2024" by no later than Friday, 01 November 2024 at 11:00. The objections will be removed on Friday, 01 November 2024 at 11:00 and those submitted after the stipulated time will not be considered.

Erft	Township	Site (m ²)	Street	Zoning	Council Resolution	Purchase Price Excluding 15% VAT (where applicable)	Purchaser
1	Ervenburg	± 30 614	Patrum	Industrial	154/06/2024	N\$12,040,000.00	Lyle Suco Construction Co
2	Roosendaal	± 21 243					
3	Portion 1024, a Portion of Remainder of Farm 508	± 151,432	Form	Form	245/10/2017	N\$18,900,000.00	Verity of Health and Social Services
4	Ojoromuse	± 1,230	Norva	Residential	219/07/2023	N\$835,720.00	Edward F. M.
5	Ojoromuse	± 558	Vosda	Residential	219/07/2023	N\$500,000.00	Abraham Homont
6	Kromstad	± 651	Lifons	Residential	219/07/2023	N\$660,000.00	Ayukhetus Abasi
7	Olympia	± 673	P	Residential	740/11/17	N\$919,600.00	Erft 693 Olympia Properties Co

Issued By:
Mrs. S. Simpson
Manager: Property Management Division
Department of Housing, Property Management and Human Settlement

Sales:
Mr. E. T. Shopoli
Section Head: Property Sales and Acquisitions
Property Management Division

Tel: +264 61 - 290 3354

Notice No. 40/2024

Notice of Environmental Impact Assessment

The Roads Authority of Namibia (RA) under an emergency direct appointment, appointed **Element Consulting Engineers** to perform the consulting services for the following project:

Design, Contract Documentation, Site Supervision and Contract Administration for Upgrading Priority Road No. 1 to Bitumen Standards in Kharenkuru, Kavango West Region for a Period of Four (4) Months

Enviro Management Consultants Namibia is appointed by Element Consulting Engineers to conduct an Environmental Impact Assessment and develop an Environmental Management Plan as required by the Environmental Management Act No 7 (2007) and the associated Environmental Regulations.

All Interested and Affected Parties (I&APs) are hereby invited to register in terms of the environmental assessment process and to give input, comments or opinions regarding the intended road upgrade on or before the 4th of November 2024.

Public Consultation Meeting
Date: 16 October 2024
Venue: Kharenkuru Community Hall
Time: 11:00

For further information, and to register as an I&AP please contact:
Enviro Management Consultants Namibia
Contact: Ms. Maika Prickett or Mr. Rian du Toit
Fax: 088 626968 |
Email: maika@envirocon.com

South African click-and-collect firm Pargo considers foray into rest of Africa

NGOBILE DLUDLA

South African click-and-collect company Pargo is exploring an expansion into the rest of Africa, its CEO said in an interview, betting on e-commerce growth on the continent. Africa is forecast to surpass half a billion e-commerce users by 2025, having shown a steady 17% compound annual growth rate of online consumers in the market, according to the International Trade Administration, a United States government agency.

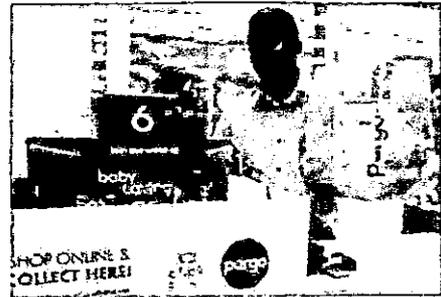
This growth is driven by increasing internet penetration, smartphone adoption and the growing use of digital financial services, especially mobile money. "We're looking at an expansion strategy to move into multiple markets. We're already operational in Egypt as a second country, but we are quite seriously looking at, in the future, building a network across Africa," CEO and co-founder Lars Veul told Reuters.

He said the options would span the main economies in Africa.

"We don't know exactly [where] yet. So, it's more about the countries where e-commerce is booming or is expected to boom."

The expansion will also be driven by following its existing clients into countries where they operate outside of South Africa, he added.

Veul, a Dutch citizen who moved to Cape Town in 2013 from Amsterdam to help set up online marketplace Groupon in South Africa, said he co-founded the company in 2015 after realising that last-mile delivery was



A worker holds a parcel next to a Pargo logo at a store in Sandton, South Africa. PHOTO: REUTERS

a serious challenge for e-commerce businesses on the continent.

Click-and-collect allows shoppers to avoid delivery costs and the agony of waiting for the delivery. It also lowers

costs for last-mile delivery companies, who grapple with fuel expenses, product returns and difficulty in delivering to townships and rural areas.

REUTERS

City of Windhoek
Vision: To be a Sustainable and Caring City, 2027

NOTICE FOR OBJECTIONS

ALLOCATION OF VARIOUS ERVEN BY WAY OF PRIVATE TREATY IN TERMS OF SECTION 63(2) READ TOGETHER WITH SECTION 30(1)(f)(iii) OF THE LOCAL AUTHORITIES ACT, 1992 (ACT 23 OF 1992) AS AMENDED.

The City of Windhoek intends to sell properties as indicated in the table below by way of private treaty in terms of Section 63(2)(a) read together with Section 30(1)(f)(iii) of the Local Authorities Act, 1992 (Act 23 of 1992) as amended. Maps with all the relevant information with respect to the Erven are available free of charge at the Customer Care Centre, Independence Avenue for inspection.

All interested parties are called upon to lodge their written objections, if any, in a sealed envelope in the GLASS BOX indicating "OBJECTIONS TO THE SALE OF VARIOUS UNIMPROVED PROPERTIES, NOTICE NO. 40/2024" by no later than Friday, 01 November 2024 at 11:00. The objections will be removed on Friday, 01 November 2024 at 11:00 and those submitted after the stipulated time will not be considered.

Erft	Township	Area (m ²)	Street	Zoning	Council Resolution	Purchase Price Excluding 15% VAT (where applicable)	Purchaser
1	Prospecta	±30,814	Platinum	Industrial	18408/2024	N\$12,040,000.00	Ilive Succo
2	Prospecta	±34,243					Construction CC
3	Portion 1024, a Portion of Remainder of Farm 573	±151,432	Havana	Farm	246/10-2017	N\$18,900,000.00	Ministry of Health and Social Services
4	Ojomusea	±1,230	Norval	Residential	219/07/2023	N\$835,720.00	Edward Fynn
5	Ojomusea	±659	Vaasen	Residential	219/07/2023	N\$500,000.00	Abraham Hamatani
6	Kromasdal	±451	Urhops	Residential	219/07/2023	N\$460,000.00	Abelous Abel
7	Olympia	±673	P Dantowitz	Residential	740/11/87	N\$919,600.00	Erft 893 Olympia Properties Co

Sales: Mr. E. T. Shopopi
Section Head: Property Sales and Acquisitions
Property Management Division
Tel: +264 61 - 290 3354

Issued By: Mrs. S. Simpson
Manager: Property Management Division
Department of Housing, Property Management and Human Settlement

Notice No. 40/2024

ARK TRADING

The fastest growing building supplier in Namibia is looking for great people!

SALES CONSULTANTS

As a Sales Consultant at ARK Trading, you will play a crucial role in driving sales and building strong customer relationships. Your confidence, persuasive skills, and willingness to engage in sales prospecting are essential for success in this role. While previous experience in the construction trade or knowledge of electrical or plumbing products would be a plus, it is not a requirement.

The ideal candidate should possess:

- Proven track record of exceeding sales targets
- Great people skills and ability to develop exceptional client relationships
- Confident, persuasive ability, with willingness to do sales prospecting
- Committed to ongoing learning
- Go getter, self-starter mindset

If you feel that you are this person, please send your CV with a cover letter and salary expectation to pa@arktrading.com.na on/before 31 October 2024

INVITATION FOR BIDS (IFB)

Request for Proposal for Consultancy Services Development of a new revised three (3) years Integrated Strategic Business Plan 2025/26-2027/28 and the Business and Financial Plan for the year 2025/2026.

RELEASE DATE: 11 October 2024

CLOSING DATE: 25 October 2024 at 12h00 pm

DOCUMENT FEE: Free

Interested bidders can download the bid document from NSFAF website, www.nsfaf.na under - Opportunities, procurement or further information contact Allenah Matengu on 061 434 6055 or Agnes Dawid on 0614346070/ Email: Procurement@nsfaf.na

Bid documents to be submitted in a sealed envelope at NSFAF Head Office, Eros Road 746, Windhoek.

31 October 2024

Mrs. Sheridan Simpson
Manager: Property Management Division
Municipality of Windhoek
Private Bag 59
Windhoek
Namibia

Dear Mrs. Simpson,

RE: OBJECTION TO THE SALE OF UNIMPROVED PROPERTIES
NOTICE NO. 40/2024 TO TUYE BUCO CONSTRUCTION CC

Land has and will always remain an emotive issue for every Namibian. For most if not all, land has been and always will be the basic tool of production, job creation; and enhances a sense of belonging. Therefore, the issue of land should at all times be treated with the greatest level of diligence, fairness and care.

The City of Windhoek allocates land to a select few through a selective application of policy-law.

I am thus writing to formally object to the decision by the City of Windhoek to sell erven 72 and 73 Prosperita to Tuye Buco Construction CC at a reduced price as indicated in Notice No. 40/2024.

✂ This erven "are relatively large erven that can yield a potential number of erven that must be distributed to all interested parties in a transparent and equitable manner, through a competitive process".

I believe that this decision is contradictory and raises significant concerns regarding transparency, fairness, and consistency in the application of policy and procedures. The reasons for my objection are as follows:

1. "There is a general policy whereby business erven are offered for sale by way of tender procedure to allow all interested parties an equal opportunity";
2. "The Municipal council of Windhoek is committed towards the equal distribution of land to all interested parties. As a public institution, the City of Windhoek must remain committed to a transparent and equitable process of land allocation, it is therefore on the basis of transparency, equity and competitiveness that the City tries by all means possible to avoid land allocations that do not provide the general public an equal opportunity to obtain the same."
3. Valuation for erven 72 and 73, Prosperita, this same erven, for the same development plan was valued by the City of Windhoek at N\$17,045,000 (17 million) in 2014 (attached valuation), offered to Tuye Bucu Construction CC, and the offer was accepted at that time. This offer and valuation in 2014 was based on the fact that Tuye Bucu Construction CC made an offer of N\$14,500,00 (14.5 million) to the City of Windhoek for the purchase of the erven via private treaty. It is therefore questionable as to why and how the same erven for the same development plans would be offered at what appears to be a significantly reduced price of N\$12,040,000 (12 million) in 2024 (attached valuation).

This in my view amounts to unfair, if not an irregular practice on the part of the City of Windhoek. The City of Windhoek is a public institution which is the custodian of land with jurisdiction over Windhoek. Interested parties would be greatly prejudiced by the City of Windhoek's actions or inactions if its policies and laws are not applied consistently and across the board.

It is on that basis, read with article 18 of the Namibian constitution that I lodge my objection against the sale of land as approved by the Windhoek Municipal Council resolution 184/08/2024

1. The sale of Erven 72 and 73, Prosperita to Tuye Bucu Construction CC by way of private treaty.
2. These erven should equally be "offered for sale by way of tender procedure to allow all interested parties an equal opportunity to compete for erven" as per the City of Windhoek's policy position. Otherwise, this is tantamount to discrimination, an unequivocal fact that

the City of Windhoek applies policy selectively or bypasses its own policy to which the Minister may impose on the sales conditions in terms of the law.

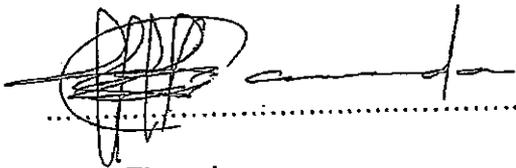
Selling the above-mentioned erven to Tuye Buco Construction at the exclusion of a "competitive open and transparent process" is unfair to the public and contradicts the City of Windhoek's own policy position to favour some while denying others the same rights.

I respectfully request that the council (decision making body) reconsider this decision and take the necessary steps to ensure a transparent and fair process that serves the interests of all parties. I urge the Council to review the decision, and be consistent by opening the erven for sale through a competitive process that allows equal opportunity for all interested parties as per their policy position that they communicate to others, while not applying the same to some.

All my rights remain reserved to clarify and/or supplement this objection.

I hope that the above receives your urgent attention.

Yours Sincerely,

A handwritten signature in black ink, appearing to be 'T. Tjaronda', written over a horizontal dotted line.

Mr. T. Tjaronda

Cell: +264 81 22 95551

Email: vitovesment2030@gmail.com

CC: All Honourable Councillors (City of Windhoek)

[Municipal Council Minutes: 2017-10-31]

9.4.4

**FNS.4 [HPH] PROPOSED SUBDIVISION
AND SALE OF PORTIONS OF ERF R/2,
PROSPERITA
(L/2/Pros)**

After Councillor I Semba abstained from the decision, and on proposal by Councillor MJ Amadhila, it was

RESOLVED

- 1 That the applications received for the purchase of Erf R/2, Prosperita, be noted.
- 2 That the standing Council Resolutions 114/03/94 and 317/10/2002, be noted.
- 3 That the applicants be informed that their applications are unsuccessful and they be informed to take part in the tender sales of the subdivided erven from Erf R/2, Prosperita.
- 4 That Erf R/2, Prosperita be subdivided into Portions 1 to 53 and the Remainder as indicated on the plan, attached as page 594 to the agenda.
- 5 That the Remainder of Erf 2, Prosperita be reserved as 'street' and be named Chrome Street.
- 6 That Portion 1 of Erf R/2, Prosperita be reserved for municipal purposes and rezoned to 'municipal'.
- 7 That Portions 2 to 53 of Erf R/2, Prosperita be rezoned from 'restricted business' with a bulk of 1.0 to 'industrial' with a bulk of 1.0.
- 8 That potential entrepreneurs again be made aware on the restrictions regarding the underground water protection and that this clause become part of the sales conditions.
- 9 That such access points be located appropriately in relation to existing access points.
- 10 That it be noted that no access from Michelle McLean Road is possible.
- 11 That it be noted that erven located adjacent to Silver Street can have access provided 20 metres from intersections for industrial purposes.
- 12 That the Strategic Executive: Urban and Transport Planning take the 11 kV underground cables that pass Erf 437 into consideration when they plan the new access to Prosperita.
- 13 That the City be responsible for the town planning and cadastral procedures.

- 14 That after the town planning and cadastral procedures, the properties be registered.
- 15 That the sales conditions for the newly created erven be obtained whereafter it be sold by way of tender.
- 16 That the applicants be informed of this Council Resolution, in writing, and that no further applications be considered.
- 17 That the Street and Place Naming/Renaming Committee discuss the issue of the street names and that same be submitted to Management Committee/Council, for consideration.
- 18 That the resolution be implemented prior to confirmation of the minutes.

RESOLUTION 247/10/2017

[Special Municipal Council Minutes: 2022-04-12]

8.1.4

**ITEM 9.3.4 - FNS.1 [HPH] RESUBMISSION -
REVIEW AND APPEAL: APPLICATION
TO DEVELOP ERF R/2, PROSPERITA
(L/R/2/Pros)**

On proposal by Councillor Ms N Larandja, it was

RESOLVED

- 1 That the review and appeal from Vito Investment 2030, be noted and be turned down.
- 2 That Council Resolution 247/10/2017, be noted and upheld.
- 3 That Vito Investment 2030 be informed in writing of this Council Resolution.
- 4 That the Strategic Executive: Urban and Transport Planning complete the town planning procedures within a year from the date of this Council Resolution.
- 5 That furthermore the Strategic Executive: Economic Development and Community Services facilitate all matters related to Environmental Management Clearance within the given period of one (1) year.
- 6 That the Strategic Executive: Housing, Property Management and Human Settlement provide an update to Management Committee for the purpose of tracking progress.
- 7 That the resolution be implemented prior to confirmation of the minutes.

RESOLUTION 93/04/2022

1336
OFFICE OF THE CHIEF EXECUTIVE OFFICER

☒ 59
80 Independence Avenue
WINDHOEK, NAMIBIA



Tel: (+264) 61 290 2615 Fax: (+264) 61 290 2344 www.City of Windhoekofwindhoek.org.na

Enquiries: FI Maanda
Email: fiina@windhoekcc.org.na

Tel nr: 061-290 2171
Ref: CR 161/07/2023

Mr. I-Chuan Kuo
Member
Tuye Bucu Construction cc
P O Box 80884
Olympia
WINDHOEK

Dear Sir,

OFFER FOR EARLY EXIT OF COUNCIL FROM PUBLIC PRIVATE PARTNERSHIP (PPP) AGREEMENTS.

The above subject matter and the letter from the City of Windhoek dated 11 August 2023 has reference.

The Municipal Council of Windhoek at its meeting held on the 6th of July 2023 approved the Early Exit from the current PPP Development Agreements with the Development Partners. Council Resolution (CR 161/07/2023) approved and mandated that a Negotiation Team headed by the Strategic Executive: Housing Property Management and Human Settlements negotiate the most beneficial outcome for Council and submit to Council for approval.

The Resolution by Council set out among other, the following conditions for the negotiation process:

- 5.1 *That all Public Private Partnership (PPP) Projects that attain a subdivision layout approved by the Urban and Regional Planning Board, have an Environmental Management Clearance Certificate or Exemption issued by the Environmental Commissioner and a General Plan approved by the Surveyor General, be considered for Early Exit.*
- 5.2 *That the approved layout plan be subjected to a valuation of erven based on approved land uses*
- 5.3 *That the basis of the negotiated exit amount be the fair and reasonable value of the land if sold outright based on the approved layout. In arriving at the value, the provision for bulk infrastructure should be taken into consideration.*

The Resolution by Council further set out the following steps in the negotiation process:

- 11.1 *That to ensure consistency with all private treaty land sales, the Strategic Executive: Housing, Property Management and Human Settlement issue upon request, duly signed Valuation Certificates to Public Private Partnership (PPP) Development Partners at the sales/alienation phase with expressed interest to enter Early Exit negotiations.*

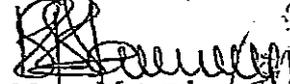
- 11.2 That the property value reflected on a ¹³³⁷ duly signed Valuation Certificate constitute Council's Offer and basis for negotiations.
- 11.3 That on receipt of Council's Offer, the Public Private Partnership (PPP) Development Partner appoint, at own cost and risk, a suitably qualified and experienced independent Property Valuer for advice and guidance on the offer. [The Public Private Partnership (PPP) Development Partner may, out of free will, opt to skip the independent valuation process and enter directly into negotiations.
- 11.4 That once paragraphs 11.1 to 11.3 above is fulfilled, the Negotiation Team officially engage the Public Private Partnership (PPP) Development Partner and agree on the terms of Early Exit from the Public Private Partnership (PPP) Project.
- 11.5 That on conclusion of negotiations, the Negotiation Team prepare a submission setting out clearly the negotiated terms for consideration and decision by Council.

In accordance with the Council Resolutions above, attached find the Valuation Certificate and Report, which constitutes the official offer of Council for the Early Exit from the PPP Partnership with Tuye Boco Construction CC. The amount offered by Council is to the value of N\$ 12 040 000.00.

Tuye Boco Construction CC is hereby invited to follow the process as set out above and to approach the negotiation table in order for the PPP Partners to discuss the offer, negotiate and reach consensus on the way forward. The negotiation meeting will be scheduled through the officials of the Department of Housing, Property Management and Human Settlement.

Accept, Mr I-Chuan Kuo assurances of my highest regards for your office at all times.

Yours faithfully



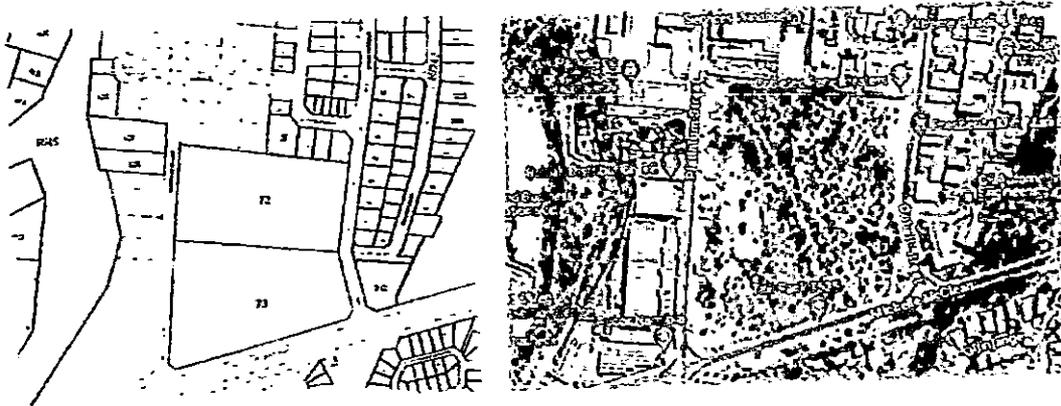
Moses Matyayi

CHIEF EXECUTIVE OFFICER



**Department of Housing, Property Management
and Human Settlement
Division of Valuations**

VALUATION REPORT
ERF 72 and 73 PROSPERITA



Prepared for:

The Early Exit Negotiation Team per CR 161/07/2023

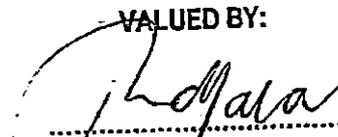
Date:

11 March 2024

VALUE:

Erf 72 and 73 = N\$ 12 040 000
(Twelve Million, Fourty Thousand Namibian Dollars)

VALUED BY:



Isack K. Hendjala
Manager: Valuations

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1. INTRODUCTION

A request was received from the Division of Housing and Land Delivery (on behalf of the Negotiation Team) to the Division of Valuations (both Divisions in the Department of Housing, Property Management and Human Settlement) for the valuation of Erf 72 and 73 Prosperita in line with Council Resolution CR 161/07/2023 (Early Exit from Public Private Partnership).

2. PURPOSE OF VALUATION

The purpose of the valuation is to determine the market value of saleable erven that resulted from the subdivision of Erf 72 and 73 Prosperita. The valuation is done in line with CR 161/07/2023 in which the following is stated as a guide:

- 4 *That in order to fast-track project implementation and lower the risk to Council, the Early Exit be negotiated between Council (dedicated Negotiation Team) and the respective Public Private Partnership (PPP) Development Partners.*
- 5 *That Council consider Early Exit from the Public Private Partnership (PPP) Development Agreements, subject to the following conditions:*
 - 5.1 *That all Public Private Partnership (PPP) Projects that attain a subdivision layout approved by the Urban and Regional Planning Board, have an Environmental Management Clearance Certificate or Exemption issued by the Environmental Commissioner and a General Plan approved by the Surveyor General, be considered for Early Exit.*
 - 5.2 *That the approved layout plan be subjected to a valuation of erven based on approved land uses.*

3. DATE OF VALUATION

The date of valuation shall be 04 December 2023. This is the date on which the opinion of value contained in this report applies.

4. INSPECTION DATE

The property was physically visited and inspected on 04 December 2023.

5. PROPERTY DESCRIPTION

Details pertaining to Erf 72 and 73, Platinum Street, Prosperita are fully described in Table 1 and 2 below:

Description	Details
Erf Number	72
Location	Prosperita
Street name	Platinum Street
Town	Windhoek
Deeds Office	Windhoek
Title Deed Number	
Registration Status	Registered
Registered Owner	municipal council of windhoek
Registration division	K
Property extent	30,814 m ²
Servitude	Standard municipal conditions
Land use right	Industrial
Bulk	1.0
Current land use practice	Vacant
Topography	Relatively even
Structure on the erf	None
Neighbourhood appearance	Restricted industrial properties

Table 1: Property Description – Erf 72, Prosperita

Erf Description	Details
Erf No.	73
Location	Prosperita
Street name	Platinum Street
Town	Windhoek
Deeds office	Windhoek
Title Deed Number	

Registration Status	Registered
Registered Owner	Municipal council of windhoek
Registration Division	K
Property extend	34,241 m ²
Servitude	Standard municipal conditions
Land use right	Industrial
Bulk	1.0
Current land use practice	Vacant
Topography	Relatively even
Structure on the erf	None
Neighbourhood appearance	Restricted industrial properties

Table 2: Property Description – Erf 72, Prosperita

6. DESCRIPTION OF IMPROVEMENTS

There is currently no structure built on the property.

7. MUNICIPAL SERVICES

Municipal services available on Erf 72 and 73, Platinum Street, Prosperita are fully described in Table 3 below:

Type of Service	Status
Water	Available
Electricity	Available
Sewage line	Available
Road	Tarred

Table 3: Available Services – Erf 72 and 73, Prosperita

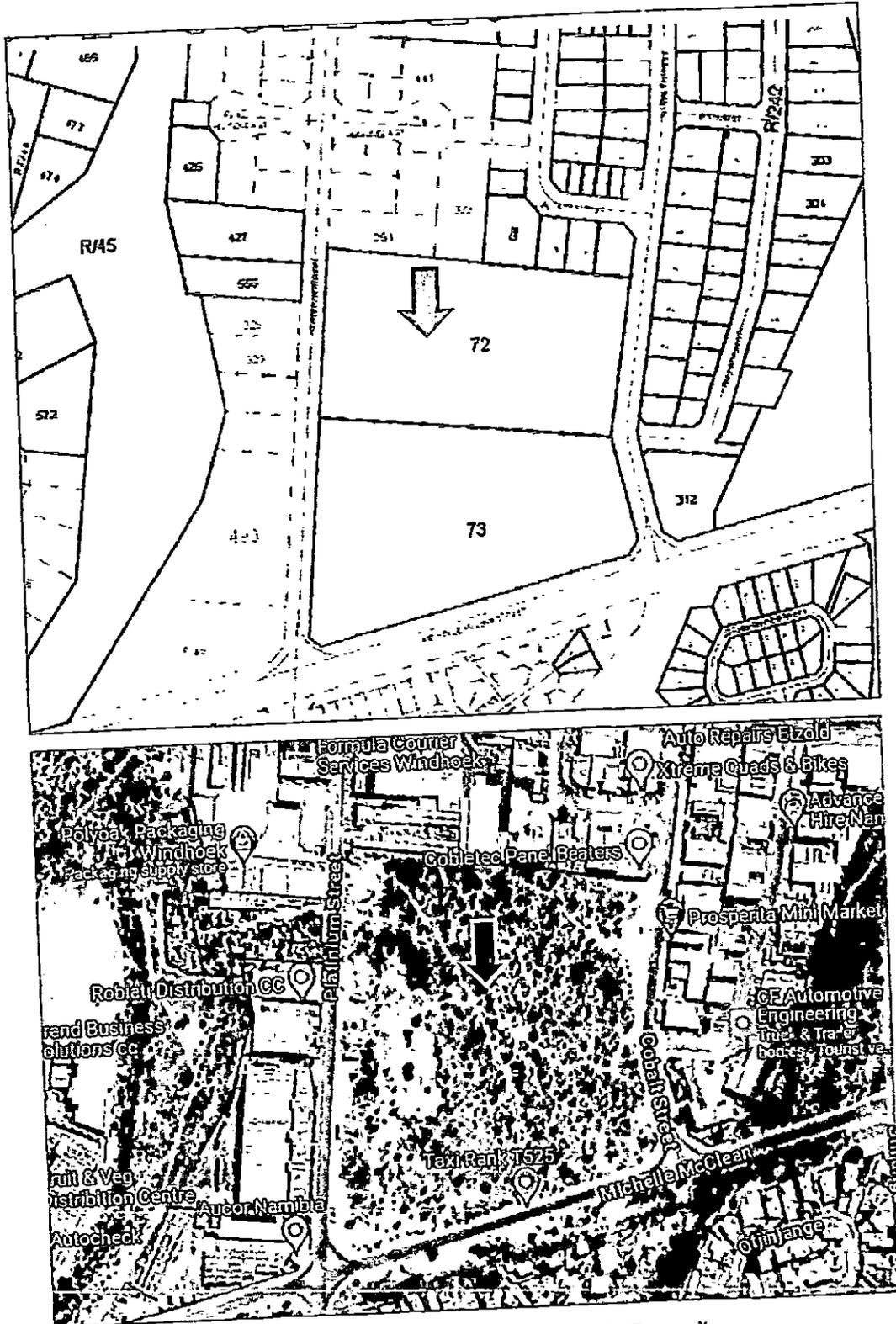


Figure 1: Cadastral Layout and 2023 Google image of Erf 72 and 73 Prosperita

8. RESTRICTION ON LAND-USE

Prosperita Township is located in an area that is designated for the preservation of underground water. As a result, heavy wet industries are prohibited and use of certain chemicals strictly controlled. To qualify the above statement, Council per Resolution 231/07/2005 incorporated groundwater protection provisions in the Windhoek Town Planning Scheme. The incorporation which was based on the findings of groundwater studies resulted in the introduction of a new land-use titled "Conservation (groundwater protection)" and prohibition on the "Industrial" Zoning. Table 4 below, provides details of the land-use in reference.

USE ZONE (1)	PRIMARY USES (2)	CONSENT USES (3)	PROHIBITED USES (4)
III Conservation (groundwater protection)	Indigenous fauna and flora, nature conservation areas	Municipal purposes and public infrastructure, hotel or other accommodation establishment designed to promote environmental conservation with adequate provisions that ensure no groundwater pollution will occur, park, playground, pasture land and associated agricultural building but excluding any concentration of domesticated animals, bee-keeping.	Other uses not under columns 2 and 3
VIII Industrial	Industrial buildings and business buildings	All other uses	No noxious industrial buildings may be erected, no noxious activities may be undertaken and no hazardous substances may be stored in quantities exceeding 200 litres, saving for a quantity of 1000 litres of fuel, specifically and only to cater for on site standby generator installations, on land located South of the Southern edges of Academia, Windhoek, Olympia and Klein Windhoek Townships.

Table 4: land-use extract from the Windhoek Town Planning Scheme.

Among others, outputs of the groundwater studies included the 'Southern Development Limit map' which shows the *Southern Development Limit* and the *Development Restriction Zone*. Prosperita, Cimbebasia, Kleine Kuppe and Auasblick are located in the Development Restriction Zone an area classified as *Aquifer Management Divide* in the Windhoek Environmental Structure Plan and the Windhoek Strategic Environmental Assessment (SEA). Figure 2 below, show the Southern Development Limit.

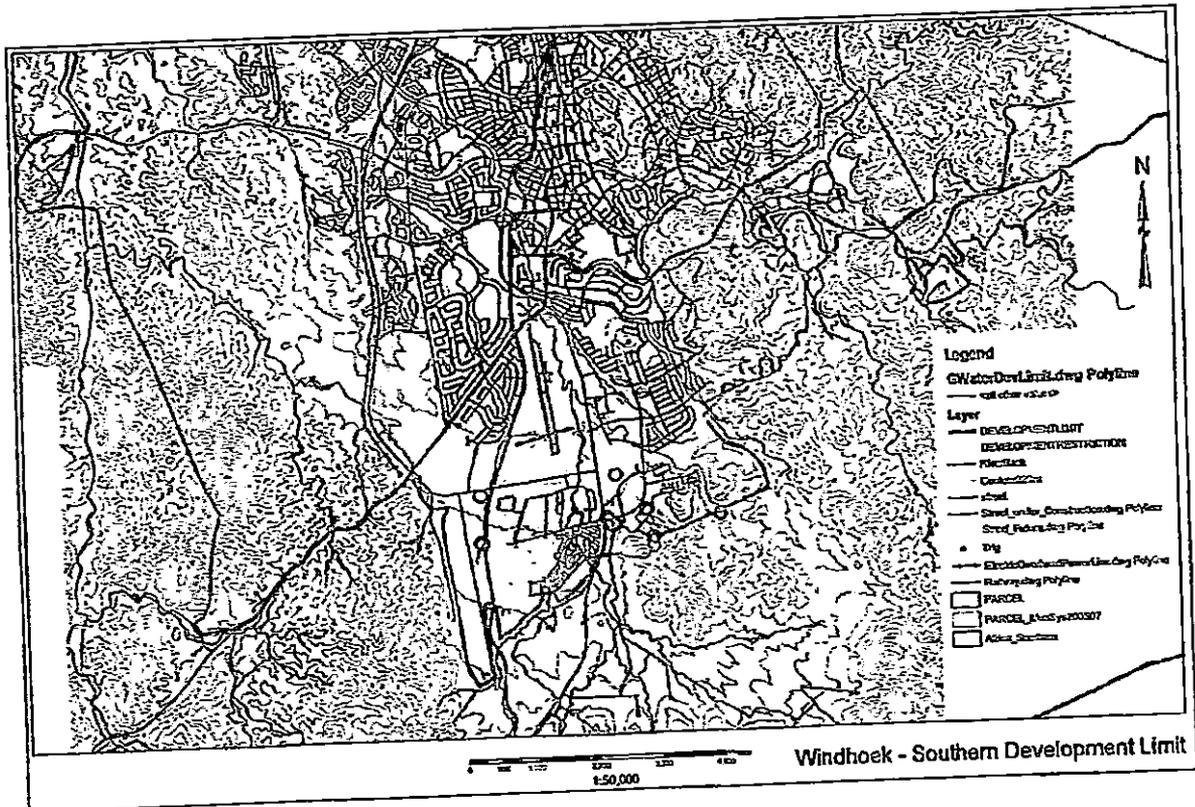


Figure 2: Southern Development Limit

9. BASES OF VALUATION

The basis of valuation for the subject properties is Market Value as defined in the 2013 International Valuation Standards, soon to be adopted as the National Valuation Standard for Namibia.

9.1. Market value definition

Market Value is defined as the "estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after

proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion".

Expounding on the above definition by reminding with the International Valuation Standards: *"the estimated amount"* refers to a price expressed in terms of money payable for the asset in an arm's length market transaction. *"an asset should exchange"* refers to the fact that the value of an asset is an estimated amount rather than a predetermined amount or actual sale price. *"on the valuation date"* requires that the value is time-specific as of a given date. *"between a willing buyer"* refers to one who is motivated, but not compelled to buy. *"and a willing seller"* is neither an over eager nor a forced settler prepared to sell at any price, nor one prepared to hold out for a price not considered reasonable in the current market. *"in an arm's length transaction"* is one between parties who do not have a particular or special relationship, e.g. parent and subsidiary companies or landlord and tenant, that make the price uncharacteristic of the market or inflated because of an element of special value. *"after proper marketing"* means that the asset would be exposed to the market in the most appropriate manner to effect its disposal at the best price reasonably obtainable in accordance with the *market value* definition. *"where the parties had each acted knowledgeably, prudently"* presumes that both the willing buyer and willing seller are reasonably informed about the nature and characteristics of the asset, its actual and potential uses and the state of the market as of the *valuation date*. *"and without compulsion"* establishes that each party is motivated to undertake the transaction, but neither is forced or unduly coerced to complete it.

The asset in the above definition refers to the land and improvements to be valued herein. All assumptions reflected in this report shall be prepared with the above definition in mind.

9.2. Applying Comparable sales Method

The comparable technique examines the sales of comparable properties in the vicinity and locality around the subject property to determine the most likely market price. In doing so, the following will be considered: similar sized property transactions, recent industrial zoned land sale transactions, Council land price.

9.2.1. Similar sized property transactions

A recent arms-length transaction for land of similar size could not be found. The latest sale involving land of a similar size occurred in 2012. According to the deed of sale signed January 2012, Erf 50 Prosperita, which measures 8,2071 hectares, located in the immediate vicinity of the subject properties, was sold for N\$ 13,500,000.00 which equated to a price per square meter of N\$165 at that time. The above-mentioned price per square meter was escalated from 2012 to 2023 to what could be today's market-related pricing per square metre using an average inflation rate of 3.75% per year, yielding a price of N\$238/m². Erf 50 was similarly subdivided into 109 Erven, that were serviced and sold, similar land development process will be followed in the subject properties.

9.2.2. Recent Industrial zoned land sales transactions

The comparable method analyses the sales of similar properties in proximity to the subject property to arrive at the most probable market price as on the date of valuation. Table 4 below compares sales transactions of properties of similar land use to the subject properties.

Erf number	Suburb	Size	Purchase price	Price/sqm (N\$)	Title Deed No.
168	Prosperita	795	1,400,000	1,761	T6993/2022
287	Prosperita	1178	2,126,153	1,805	T8429/2022
496	Prosperita	585	1,100,000	1,880	T881/2021
323	Lafrenz	3055	2,549,500	835	T6690/2023
324	Lafrenz	2545	2,090,500	821	T6691/2023
163	Lafrenz	1750	2,675,000	1,529	T2518/2023
Total				8,631	
Average price price/sqm				1,439	

Table 4: Sales transactions. Source: Deeds Office, Windhoek.

The analysis of the aforementioned property sales transaction revealed properties that changed hands in the subject's vicinity and locality. The above sales transaction were derived from the Lafrenz and Prosperita industrial areas of Windhoek. The transactions are of small-sized properties that are fully serviced, as opposed to the subject properties, which are large and must still be subdivided and

serviced. Based on the above analysis, the transactions produced an average price per square meter of N\$ 1,439.00. This is the price at which privately owned land is exchanging hands in the market. It is useful in its nature as a reference point in comparison to the land price per square metre used in the application of the residual method of valuation, which is the price per square metre at which the Council is selling industrial zoned land. In this scenario, the comparable sale method is not the right valuation technique to use because the subject properties requires implementation of a subdivision and servicing, whereas the analysis above is for smaller-sized properties that are already completely serviced. Nevertheless, the aforementioned rate can be utilized as a benchmark when computing the purchase price for the residual component. Hence, due to the lack of a transaction of a similar sized land and the fact that the size of the subject properties is far too large to apply the above price per square meter, it shall be valued utilizing the residual method of valuation, as detailed upon in the section that follows.

9.2.3. Council land price

Council, in this case the City of Windhoek, has been selling portions of land in the area of interest at N\$ 1,210.00 per square meter, which is the Council's current yearly adjusted rate. This rate is relatively lower than market rates for similar sized property changing hands in the property market. However, because the land belongs to Council, it is safer to utilize the council's rate in determining land value. For the purposes of this development, the price per square meter of N\$ 1,210.00 will be utilized to establish the selling price when when computing the residual value technique.

10. Applying Residual Valuation Approach

The residual method of valuation entails a very simple computation applied to big sized land ripe for development to assist property developers in determining a reasonable price for the purchase of land. The residual approach provides guidance on the following: (a) the determination of gross development value of the development, (b) construction expenses - in this case, the cost of installing services, (c) professional fees, and (d) allowance for any contingencies. The said method also provides guidance on the estimated potential profit that the developer is projected to make from the development, which is deducted before the residual amount. As indicated in Table 5 below, the subject property comprises a substantial area of 65,055

square meters, which is suitable for subdivision into seventy (70) land parcels. Not often, comparable-sized parcels of land change hands on the market. For big sized-land devoid of recent sibling sales transactions, residual valuation approach is the most appropriate method to employ. The following are the possible costs associated with land servicing. All of these formulations are predicated on the premise of utilizing the average level of costs.

Prosperita Erf 72 and 73	
Total size	65,055
Land use: Industrial	50,994
Land-use -Saleable (Industrial)	50,994
Bulk (average size of erf)	729
Price / m ² (fully serviced erf)	1,210
Number of erven	70
Selling price of each erven	882,000
Total selling price	61,696,444
Less Cost	
Planning	611,928
surveying	509,940
Internal roads	15,043,230
Street lights	1,233,929
water reticulation	1,274,850
Sewer reticulation	1,274,850
Electrical reticulation	3,569,580
Professional fees	1,274,850
Sales Commission @ 3%	1,850,893
Profit @ 20%	12,339,289
Endowment @ 7.5%	1,200,000
Urban account levy	764,910
others @ 5%	3,084,822

Total costs	44,033,071
interest on Deve Cost @11.75%	5,622,961
Total Dev + Interest	49,656,032
Residual value (Land)	12,040,000
Land price/m²	236

Table 5: Residual Valuation computation

The subsections that follows, provides a brief explanation of terminologies used in Table 5 above and what they represent therein.

10.1. Gross sale computation

10.1.1. Total size

The land area size of 65,055 square meters represents the total combined size of the two plots, inclusive of any other non-saleable land use.

10.1.2. Land use-Saleable

The land area size of 50,994 square meters represents the total combined size of the two plots, excluding any other non-saleable land use. For example, land set aside for public open space, municipal substations, streets, and other similar uses. In view of the subject properties, this is the leftover land parcel as per the proposed layout after deducting land required for public open spaces, municipal purpose, and streets.

10.1.3. Average erf size

The provisional layout for the subject properties before consideration make provision for the creation of 70 erven. The saleable portion of the land (50,994 m²) was subdivided using 70 erven, resulting

in an average size of 729 m². The aforementioned average erf size will be used to calculate the land value for each erf. This value is calculated for each individual erf, and then added together to determine the overall sales value of the development.

10.1.4. Land Price per square meter

The prospective gross income for the development is calculated using the current market land price per square meter for similar land uses. The current land price per square meter is important since it determines whether or not a development is worthwhile, can yield profit and whether there can be a residual value. The price per square meter in the value and costs computerization table above is derived from the going rate of Council's land price per square meter. This is the yearly adjusted price that is calculated on an annual basis, however, referenced it to the market pricing per square meter of land sales changing hands between private individuals. Put simply, this refers to the selling price of Council land in the Prosperita industrial suburb.

10.1.5. Number of Erven

The number of erven is generated by dividing the saleable land with the average erf size (50,994 m²/ 729 m² = 70 erven). This is the total number of erven that can be created and sold in this development.

10.1.6. Selling price per Erf

It is critical to establish the expected selling price per Erf. The estimated selling price per erf is calculated using market-related prices per square meter of land. This is the amount from which the residual value is calculated after deducting development costs, interests, and profits. It is also a stage at which the developer will determine whether it is worthwhile to continue with the work. For the purposes of this valuation, the rate of N\$ 1210/m² at which the council sells land in the Prosperita industrial area was used to calculate the possible selling price.

10.1.7. Total gross sales

This is the overall selling price for all possible erven combined. It provides an estimate of what could be realised from the development, and this is the amount from which development expenditures are deducted to calculate the residual value. The estimated overall selling price for the saleable erven is N\$ 61,696,444.00 thus costs and any related expenditures will be deducted from this amount.

The preceding section depicts the process of calculating the total selling price, which is the first stage in performing valuation using the Residual Method of valuation. Now that the potential total selling price has been determined, it is necessary to examine the potential costs or development costs associated with producing a fully serviced erf. All techniques employed under the Residual Approach are eventually aimed at yielding possible purchase price for the land.

10.2. Costs

The following are the possible costs associated with land servicing. All of these formulations are predicated on the premise of utilizing the mean level of costs.

10.2.1. Planning

The planning fee encompasses cadastral amendments, such as the consolidation in this instance, informal subdivision of the land for the purpose of producing a provisional layout, and preparation of the Council submission application including the allocation of erf numbers once the application is approved by the relevant planning body. These costs are determined by the prevailing rates set forth by the governing body of the town planners. The costs detailed in the table below were formulated with the assistance of multiple professional Town Planners and amounted to an average amount of N\$611,928.00.

10.2.2. Surveying

Following the sequential occurrence in the process of establishing a township, this is the expense of producing cadastral information for land parcels. Similar to planning, a Land Surveyor surveys the land to create each individual land coordinates, and erf number for formal documentation at the

surveyor general office as well as the physical placement of beacons on site. The estimated average costs for surveying works on this development, which are found in the table above amount to N\$509,940.00 and were calculated with the input of several professional Land Surveyors who are presently active in the industry.

10.2.3. Internal roads

This is one of the most expensive aspects of any development since it stems from the pattern created by the land surveyor, which indicates where the roads will be, and it entails the provision of access to interior streets. In the event that the subject properties are developed, a roadway area of 12,963 m² will be reserved. Some of it will be graveled and surfaced. The expenses will also include the installation of curbs, pavings, and compactions, if necessary, especially on the subject due to the porous soil structure in Prosperita, which necessitates the compacting of the soil prior to the application of gravel beddings and tarmac solution. The estimated average costs of N\$ 15,043,230.00 was arrived at and based on information sourced from several Windhoek based construction companies familiar with civil work connected to road constructions.

10.2.4. Electricity reticulations and street lights installation

The residual method of valuation also examine the costs of providing electricity, inclusive of street lighting and any other items that comes with it. In this case, it is projected that the provision of a mini electrical substation and all electricity-related services will cost between N\$3,569,580.00 and N\$ 1 233 230 for electricity provision and street lighting respectively. Again, these average estimates were obtained from professionals involved in the provision of electricity services and are based on a provisional layout of 70 erven.

10.2.5. Water reticulation

The residual method of valuation examines the costs associated with water provision, which is a component of the provision for basic services to any development of the subject's nature. An

approximate average cost of N\$1,274,850 is anticipated to be needed for water retitulation in this development.

10.2.6. Sewage reticulation

Sewage reticulation is one of the most fundamental and necessary services. It is projected that around N\$ 1,274,850.00 will be required to provide sewage reticulation.

10.2.7. Professional fees

Professional fees are among the most essential elements of any land servicing recognised by applying residual method of valuation. This section details the potential professional fees that may be levied by various professionals supervising the development, such as civil engineers, electrical engineers, attorneys, and valuers for valuation purposes, among others. The average amount allocated to professional fees as a result of applying the residual method of valuation analysis is estimated to be N\$1,274,850.00.

10.2.7. Sales commission

It is critical to include the sales commission in any development, as even may be offered for sale through marketing and advertising. Since this task is being carried out by a marketing professional, there will inevitably be associated costs. For this development, the projected cost of agent sales commission is approximately N\$ 1,850,893.

10.2.8. Development contribution (e.g endowment, betterments, maintance fees, e.t.c.)

Occasionally, development contributions fees are included to cover expenses that may be incurred due to particular modifications made to the development. It is a cost that must be accounted for when estimating development costs.

Certain development contributions fees, such as endowment fees, are mandated by law. This also includes fees that may be used to obtain an expert opinion on a dispute between the developer and partnering parties (local authority); paying arbitration fees and the likes. It is anticipated that around N\$1,200,000.00 will suffice for this development.

10.2.9. Urban account levies

Urban arterial fee is a critical aspect to consider when applying a residual approach beyond completion service installation. This is the amount set aside for the possibility that internal roadways will need to be maintained. The development is obligated to remit a charge to the Urban Account levy as a contribution towards future road maintenance. Considering the seventy erfs, it is estimated that an average fee of N\$ 764,910.00 is sufficient to warrant a contribution towards this development.

10.2.10. Contingency

In any development, such as the installation of basic services, unanticipated expenditures may arise due to circumstances beyond initial estimation, such as the need for additional work or a modification to the project. The residual technique of valuation allows for such assumptions to be factored into project expenses as a percentage of the overall total development costs. For the purpose of this valuation, the contingency expenses amount is set at 5% of the development costs, which totals N\$ 3,084,822.00.

10.2.11. Costs of money

Another crucial thing to consider when calculating development costs is the monetary expenses. This refers to the monetary costs on the money required for the acquisition and payment of development expenses. In many instances, funds for development are obtained by borrowing. It is crucial to take into account the cost of money, as it directly affects the targeted profit. The approximate cost of money in this case, is projected to be N\$ 5,622,961.00. The costs of money differ between different developments and are often determined by the agreed-upon terms and

conditions between the parties involved. However, for the purposes of this valuation, the aforementioned costs of money are assumed.

10.2.12. Profits

The primary objective of doing a residual valuation approach is to ascertain the potential total sales, total development costs, potential profit that can be generated by undertaking the development, and eventually, the potential price of the undeveloped land. Profit is a crucial consideration that every developer must determine before undertaking a project. The residual valuation approach highly acknowledges this factor as it allows the developer to determine the minimum price at which the land can be acquired, after accounting for profit. It is important to acknowledge that each developer may have a different expectation for the rate of return on the investment. However, for the purpose of this development, an assumption based on the typical market practice of a 20% profit on the development is adopted. This assumption results in a profit of N\$ 12,339,289.

10.2.13. Residual value

The primary motive behind employing the residual technique of valuation is to establish the possible minimum purchase price of the land that the developer must pay the land owner or seller. The technique is most suited for use on large land parcels where sales of sibling-sized erfs are not recorded in the market, such as the subject. For the purposes of this valuation, a residual value shown below was obtained using the calculation in the table provided earlier above.

Total sales:	N\$ 61 696 444
Less; total development cost, profits and interest:	<u>N\$ 49 656 032</u>
Residual value equals:	N\$ 12 040 000
Land price/m ²	N\$ 236/m ²

11. Rates Summary

Based on the analysis above, it can be deduced that the adjusted average price per square meter of N\$238 for Erf 50 prosperita, which was sold several years ago, yields a price per square meter that is more comparable to the one calculated using the residual valuation methodology. The above analysis of the two average price per square, resulted in an average price per square meter of N\$ 237. Therefore, with the former average price in mind, it shall be regarded acceptable to utilize the price per square meter calculated using the residual valuation methodology for calculating the purchase price of Erf 72 and 73 Prosperita. In calculating land prices, the average land price per square meter of N\$1439.00 mentioned above earlier, is excluded, given that it pertains to the smaller-sized erfs changing hands between private individuals. However, it remains and served as a practical reference in comparison to the land price per square meter Council land is being sold for.

12. Opinion of Value

Taking into consideration the application of the residual techniques described above, the following conclusions can be drawn

Total sales:	N\$ 61 696 444
Less; total development cost and interest:	<u>N\$ 49 656 032</u>
Residual value equals:	N\$ 12 040 000
Land price/m ²	N\$ 236

Therefore, I am more of the considered view that the market value for Erf 74 and 73 Prosperita is Erf 72 and 73 = N\$ 12 040 000 (*Twelve Million, Fourty Thousand Namibian Dollars*).

PROPERTY VALUED BY
DESIGNATION


: ISACK KAULIKUFWA HENDJALA
: MANAGER: VALUATIONS

VALUATION CERTIFICATE
DIVISION: VALUATION SERVICES
DATE OF VALUATION: 13/11/2023



Erf No.: 72 and 73 Suburb: Prosperita Street name: Cobalt/Platinum

Erf size: 65 055 m² Zoning: Industrial Bulk: 1.0

Required portion size: Whole erf m²

Current use of the portion under consideration: vacant

Acquisition purpose: To be sold

Land price/ m ²	N\$ 236	The value was determined based on the calculation provided below.
Size of the portion Required	65 055 m ²	
Estimated market Value	N\$ 12 040 000	

Total size	65,055
Land use: Industrial	50,994
Land-use used (Industrial)	50,994
Bulk (average size of erf)	729
Price / m ² (fully serviced erf)	1,210
Number of erven	70
Selling price of each erven	882,000
Total selling price	61,696,444
<i>Less Cost</i>	
Planning	611,928
surveying	509,940
Internal roads	15,043,230
Street lights	1,233,929
water reticulation	1,274,850
Sewer reticulation	1,274,850
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others @ 5%	3,084,822
Total costs	44,093,071
Interest on Deve Cost @ 11.75%	5,622,961
Total Dev + Interest	49,656,032
Residual (Land)	12,040,000
Land price/m ²	236

Valued by:

Kazlikufwa Hendjala

Date: 13/11/2023

Minutes of Negotiation meeting with Tuye Buco Construction to discuss Early Exit Offer of Council for the PPP Project on Consolidated Erf 573 (Previously Erf 72 and 73) Prosperita

Date: 22 May 2024

Time: 10h00

Attendees:

Council:

Mr. Maanda, Mr. Hendjala, Mr. Mutonga, Mr. B Amuenje, Ms. Simpson, Mr. Kandovazu, supported by Ms. Chipeio, Mr. JD Cupido

Developer:

Mr. Kuo, Mr. Nekundi, Mr. Du Toit, Mr. Haihambo

Welcoming and Introduction:

Mr. Maanda welcomed all present, and introduced himself and requested all attendees to introduce themselves. He thanked all present and indicated that it was a very important engagement in the life of the Project and informed that the Negotiation Team of Council was present in part but the remaining two members would join shortly.

Mr. Maanda as the Chairperson of the Negotiation Team informed that the basis of meeting emanated from Council Resolution that brought about the opportunity for Council to early exit from the PPP Agreement. Mr. Maanda referred to Council Resolution as captured in the Offer letter, as it set out the procedure to be followed in Clause 11.6.

The Offer letter dated 3 May 2024 has been formally issued to Tuye Buco by Council and the intention was that the Developer be granted time to reflect on the Offer by Council. The Resolution makes provision for the Developer to reach out to a Certified valuer to assist in the reflection of the Offer.

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Mr. Maanda then informed the meeting that the purpose of the meeting was for the Council Valuer to present the Valuation Report and clarify any questions that may arise. He indicated that the meeting was not to be an offer and acceptance but for the Developer to be taken through the report for clarity and fairness of the process.

He informed further that the Developer was to reflect on the Offer and if there was anything that needed clarity, further meetings could be held to address these questions before the Developer makes its final offer.

The Developer would then be expected to give their final position, whether they accept the Offer or not. Should the Developer reject the Offer, the Project continues and is expected to be implemented as is.

Mr. Maanda clarified that the various offers (two or three) communicated by Tuye Bucu to date were merely suggestive but did not constitute an offer, as the official Offer is the one presented by the Council. The Developer is thus requested to focus and zoom in on the Council Offer and reflect on that in order to respond regarding either acceptance or decline.

Mr. Maanda introduced Mr. Hendjala, the Council Valuer as the person who will take the meeting through the Valuation report and the meeting was allowed to interrogate the content of the said report. Mr Maanda allowed for general question before commencing with the presentation.

At this point, Mr. Nekundi requested clarification pertaining to the past offers given by Tuye Bucu and enquired whether these have been considered or taken into consideration in Council coming up with its Offer.

Mr. Maanda responded that the Developer merely responded to an opportunity given by Council for an exit. The Council remains the land owner and therefore it is not for the Developer to make an offer to the Council, but for Council to make an offer as initiators of the PPP concept considering an early exit from the PPP Agreement. The Offer by the Council therefore constitutes the official Offer and what has been communicated in the past was for information purposes only and can be used by the Developer to compare to the Offer of Council.

[Mr. Kandovazu joined the meeting].

Council Offer and Valuation Report

Mr. Hendjala - Manager: Valuations took the meeting through a summarized version of the Valuation report, explaining how the valuation report was compiled and the basis of the figure of N\$ 12 040 000 which constituted Council's Offer.

[Mr. Mutonga joined the meeting].

Upon completion of the presentation of the Valuation report, Mr. Maanda opened the floor for questions. He informed that the Developer was not expected at this meeting to respond with an acceptance or decline of the Offer but to become acquainted with the basis of the valuation and to go and reflect and consider the Offer made. Mr. Maanda informed that Mr. Hendjala does the main and interim valuations rolls of Council and is appointed by the Minister to ensure fairness of valuations and hence did the valuation of this land on behalf of Council. Mr. Maanda emphasized Pg. 10 of the report citing that the basis of valuation is market information from title deeds as summarized in the market study done. He further highlighted that although the valuation of similar properties was higher, the Valuer has considered the market and dropped from market figures to Council figures (9.2.3) and has indicated a selling price of N\$ 1210/m². Also, very important is that the cost as reflected in the valuation report includes the profit of the Developer factored in. Having consideration that the Developer is going to develop the land, Council is asking merely N\$ 236 /m². The difference between this and the market includes the cost of development and the profit of the Developer and this is the position advanced in the valuation report.

Mr. Maanda acknowledged that the Developer may sit with actual figures of what they have spent and it may differ with the figures that are reflected in the report presented, some being higher, and some lower and therefore the Developer would be granted time to go back, reflect and have their own Valuer also come to have an engagement on the specifics if the Developer so wishes.

Mr. Kuo thanked the Valuer for the presentation and informed that they respect the work by the Valuer and would reflect on the valuation as presented. He informed that they had taken the risk over time as Developers, with prices constantly changing over the years (2014 to date). He informed that their valuer also came up with the same selling price of N\$ 1050/m². He informed that the market value and the selling prices however do change over time and made the example of how property selling prices have decreased from N\$ 12 million (2016) to N\$ 9.5 million (2024)

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yet the valuation remains at N\$ 1200/m² in theory and informed that the market situation is real and does not always agree with the valuation.

Mr. Kuo emphasized that the aim of the meeting was for the Developer to know if there was any possibility for negotiation of a reasonable offer between the selling price of N\$1050/m² as proposed by Developer and N\$1210/m² as proposed by Council given that the CoW is going to get the benefits from the projects in the form of services and rates and taxes as forever income. He informed that the negotiation was really between these two selling prices to say what kind of price will be reasonably for both sides to accept. The real figures therefore have to be presented for consideration by Council.

Mr. Kuo informed the meeting that the Developer agrees and fully understands that the valuation is fair but the range has to be looked at between the selling price of Council and that of the Developer. He informed that the Developer already had the funds available since last year (2023) and was ready to start but put all on hold because of possibility of early exit. Mr. Kuo emphasized the urgency of starting with the Project. He informed that the Financiers were becoming impatient and would take back the funds if the process didn't proceed fast and therefore the Developer is interested to proceed speedily and hopes the Council has the same interest. He proceeded to say that the Developer was ready to send back to Council a figure which the Council could consider. The cost of financing and interest that is incurred when spending time to sell the property is what is at risk. He informed that the Developer will calculate the figures in order to assess reasonableness and hopes the Council can agree and the process can proceed quickly.

Mr. Haihambo informed that he operates from fundamentals. He thanked the meeting for the valuation report as presented and informed that no one would argue against it. He enquired that if serviced land was in such high demand, why were there still even unsold in certain PPP developments over many years and given various invitations for sales. He referred to Academia where he resides as an example and informed the meeting that often what is calculated according to the bible of valuations has to be considered against the actuals out there.

Mr. Hendjala responded that properties are attached rights, which are land use rights and these differ from one area to another. Academia was mainly for residential land use which is in abundance. He informed that in such a development as Academia, there is both vacant land and developed properties sold and residents have a choice. In the residential market there are many speculators signing up and then disappearing who are not really in need. Other factors that play a role in the acquisition of properties is the improvement value which in Academia is 4 times the land value, so even if prospective buyers were registered at the beginning of the Project they give

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up because of those factors. He informed that Prosperita is prime industrial land, that is why this Project, if implemented fast will definitely realize a profit. The bulk services are available in the most part and all the Developer has to do is connect and lay internal reticulation. As it stands, the demand of industrial land differs from residential land where there is plenty supply and therefore cannot be compared. E.g. Lafrenz when developed by Trustco sold fast due to demand – similarly Mr. Hendjala confirmed that he would not fear developing Prosperita if he was a Developer.

Mr. Haihambo reiterated that his purpose was not to respond to the valuation report but to go to the fundamentals – He cautioned the meeting to understand that the end result cannot be based on valuation alone- what is happening in the market has to be considered. He informed that the market drives itself and in the interest of the PPP environment the outcome is determined by the market and not by valuation estimates. He thanked the meeting for the valuation and informed that the Developer would look at the actual figures and input costs and will revert back in response.

Mr. Kuo agreed that the Developer would use actual figures and submit to Council to enquire the reasonableness of their figures. He informed that he doesn't want to lose money because he will have to pay back the borrowed money. The economy has to be considered and as Developer he wants to sell the developed erven quickly while being reasonable.

Mr. du Toit sought clarity regarding whether with the early exit the properties would be transferred from Council to the Developer.

Mr. Amuenje informed that once agreed on the offer, the land will be transferred to the Developer at the amount as indicated in the Deed of Sale.

Mr. Maanda gave the direction forward as follows:

He clarified that in Academia according to records most erven were sold and the ones that are still available are for service station and block erven to be developed as flats.

Ms. Simpson agreed that most single residential erven were sold with only few block erven left. She further informed of a successful project in Rocky Crest Ext 4 where all but 1 single residential erf are sold and only the larger general residential and business erven remain. Ms Simpson confirmed that there is a huge appetite for industrial land development because of the scarcity

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of industrial erven and specifically with the erf in question, as a lot of interest has been received which the Council had to decline due to the PPP Agreement in place. Mr Hendjala informed that given the demand, there will be significant interest in how much Council sells this industrial land for to the Developer, which is the price of 236/m² so that is what Council will look at. When one divides the N\$ 12 million by the 70 erven, that means Council is offering the Developer, 16 500 per erf.

Mr. Maanda touched on the rates and taxes and the infrastructure which the Developer informed is to the benefit of the Council for many years to come and informed that certain things are enablers (roads, sewer, water and other infrastructure) and rates and taxes do not allow break even for a long time. The Developer is to be mindful that whereas the Council gets the infrastructure, Council also gets the cost of maintenance of the infrastructure and has to provide for such.

Mr. Kuo enquired as to how fast this matter can proceed in the next meeting and was informed that it depends on how fast the Developer responded to the official Offer as provided by Council.

Concluding remarks:

The meeting was concluded with the following final remarks:

The Developer through Mr. Kuo informed that they would express themselves in the response to Council and informed that they would submit their response quickly.

Mr. Maanda responded that it now depends on the Developer as Council had provided the official Offer for early exit. The ball is now in the court of the Developer to either accept the Offer or turn it down. A counter offer would kill the original offer, so the Developer has to reflect carefully prior to responding. As part of the Negotiation process, the Developer may request a meeting to reflect and present their case and thereafter the final position must be submitted in writing. There will not be an offer and counter offer process, and should the Developer turn down the Offer as presented by Council, the PPP partnership will continue. Mr. Maanda informed that the actual PPP Agreement never died, therefore whatever was required must continue because the early exit is only an aside—it should not stop project execution and the project was supposed to have continued. The Developer must therefore reflect and consider the Offer from Council and come back should they require a further meeting to tease out aspects of the Offer, alternatively, the Developer must respond to the Offer in writing citing their position.

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Meeting adjourned in good spirits.

Meeting Minutes compiled by:

Ms. AR Chipeio

1367



TUYE BUCO

CONSTRUCTION

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WINDHOEK
NAMIBIA

29 May 2024



For attention: Mr Moses Matyayi

Dear Sir

RE: Counter proposal for Early Exit by Council from Public Private Partnership (PPP) Agreement, Erven 71/72 Prosperita

The above subject matter above refers.

I, **Mr I-CHUAN Kuo**, in my capacity as the Managing Member of Tuye Buco Construction CC, and representing the Corporation in the Public Private Partnership with Council hereby accept the sales price offered by the Council as well as the conditions stated in the Council Resolution (**CR160/07/2023**) and the letter dated 3 May 2024 containing Council perspective on the Early Exit from the Public Private Partnership Development Agreement.

Suffice to say, I partially accept Council's Valuation certificate dated 13 November 2023. However, before going into each development cost item, we take note that Council's offer is mainly based on assumptions, estimates, average pricing and projections. In the Valuation Report received, there are explanations to the valuation method used but no explanations as to the actual expenses or costs. Importantly, the valuation by Council did not cater for the following REAL project expenses or costs, in our view:

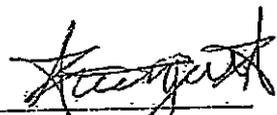
Description	Amount (N\$)	Notes
Project Management	559,910.98	2.5% of construction cost
Financing cost	496,560.32	1% of total cost
Accounting and audit	248,280.16	0.5% of total cost
Bank charges	273,108.18	0.55% of total cost
Legal costs	150,000.00	Lump sum estimate
Insurance	156,775.07	0.7% of construction cost
Security services	180,000.00	2 guards @N\$10,000 pm over 2 years
EIA	383,200.00	Lump sum cost estimate
Surveying	247,825.16	5% of total cost
Estate agent	1,542,411.10	2.5% of income
*Interest	7,448,404.80S	Principal Lender: 16% (70% of loan) Equity Lender: 14.5% (30% of loan)

**Interest rates by lenders are based on the prime rate at banks plus a percentage. As at 29 May 2024, the prime rate is 11.5%. Our envisaged lenders charge 16% and 14.5%. Note that this no penalty interest is provided for in the calculation of the interest.*

As alluded to above, we agree with the expenses or costs in the valuation by Council. However, the above expenses or costs are to be included in the calculations because these are real expenses or costs that have or will be incurred, as bench marked with other PPP developments. Reference is made to the fact that the above expenses or costs have always been included in all the Public Private Partnership projects and we implore upon Council that the Prosperita project not be an exception to the norm. In all fairness, the Council's valuation process must follow the spirit of the Public Private Partnership Development Agreement projects.

In summary, we opt for the Early Exit option from the Public Private Partnership Development Agreement as soon as possible but with reasonable and fair exit conditions and profit sharing. To recap, we accept the N\$1,210 price per square meter from Council. However, we need the above cost to be included in the Valuation. We trust that you will reconsider our view and offer in a positive manner for a win-win situation and in the name of socio-economic and industrial development of our City,

Yours faithfully,



Mr. I-CHUAN KUO
TUYE BUGO CONSTRUCTION CC
WINDHOEK

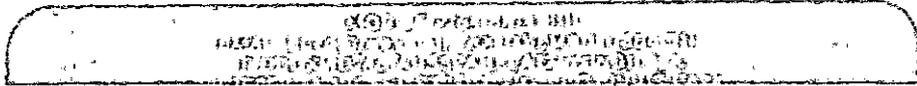
Copies

1. **Mr F Maanda**
Strategic Executive
Housing, Property Management and Human Settlement
2. **Mr B Amuenje**
Manager: HLD Division

Attachment

TUYE BUCO CONSTRUCTION

We Plan | We Build | You Celebrate



OFFICE OF THE CHIEF EXECUTIVE OFFICER
PO BOX 59
80 INDEPENDENCE AVENUE
WINDHOEK
NAMIBIA

10 June 2024



For attention: Mr Moses Matyayi

Dear Sir

RE: Final offer for Early Exit by Council from Public Private Partnership (PPP) Development Agreement, Erven 71/72 Prosperita

The subject matter above refers.

This is the final offer we make to Council for consideration. At the onset, we want to point out that if this offer is not accepted that we will have to revert to implementing the Public Private Partnership Development Agreement.

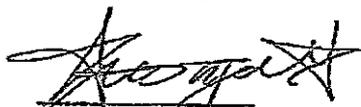
In my previous communication, we emphasized the fact that exit conditions be reasonable and fair. However, it is only my company that tries to negotiate in all fairness. To emphasize this point, we had a look at the economic conditions in the property market and herewith point out that the demand for various land uses are now below market rates. This is also very visible in the rental market with many vacant properties, especially retail businesses. We are also keenly aware that Council is still struggling to sell erven serviced under the Public Private Partnership Development Agreement since 2015 or so. As a result of having studied the market conditions and struggles by Council to sell serviced land, we offered a sales price of N\$1,150 per square meter with a profit to be shared (on a 50:50 basis) of N\$7,664,970. Council's sales price started and remained at N\$1,210 per square meter and the Residual Land Value remained at N\$12,040,412. We then adjusted our offer price to N\$1,200 per square meter with a profit to be shared of N\$15,314,070.92. Again, Council's offer remained as is. We now adjust our offer price per square meter to N\$1,210 and our final offer is thus as follows:

Sales price per square meter: N\$1,210
Payment to Council for land: N\$9,525,417.63

To reiterate, we wish to proceed with the Early Exit option from the Public Private Partnership Development Agreement as soon as possible but a reasonable and fair exit conditions and profit sharing. I trust that you will reconsider our offer in a positive

manner for a win-win situation and in the name of socio-economic and industrial development of our City,

Yours faithfully,



Mr. I-CHUAN/KUO
TUYE BUCO CONSTRUCTION CC
WINDHOEK

Copies

1. *Mr F Maanda*
Strategic Executive
Housing, Property Management and Human Settlement
2. *Mr B Amuenje*
Manager: HLD Division

59
80 Independence Avenue
WINDHOEK, NAMIBIA

TEL: (+264) 61 290 2615

Angeline.Nanyemba@windhoekcc.org.na

ENQ: Faniel I Maanda
DATE: 13/08/2024

TEL: (061) 2902170
REF: Comments and Counter-offer

Mr. I-Chuan Kuo
Managing Member
Tuye Bucu Construction CC
P O Box 40746
Ausspanplatz
WINDHOEK

Email: buco@iway.na

Dear Sir,

RE: COUNTER PROPOSAL AND FINAL OFFER FOR EARLY EXIT BY COUNCIL FROM PUBLIC PRIVATE PARTNERSHIP AGREEMENT – ERF 71 AND 72 PROSPERITA

Reference is drawn to your letter dated 31 May 2024 titled 'Counter proposal for Early Exit by council from Public Private Partnership agreement, Erven 71/72 Prosperita' and another letter dated 12 June 2024 titled 'Final offer for Early Exit by council from Public Private Partnership agreement, Erven 71/72 Prosperita' content of which is noted with appreciation. The two (2) letters are responses to our letter dated 03 May 2024 with the heading 'Offer for Early Exit of Council from Public Private Partnership Agreements'.

The City of Windhoek's Manager for Valuations who is also a member of the Negotiation Team was tasked to study content of the two letters and provide feedback to Negotiation Team for consideration. The Negotiation Team at its meeting held 01 August 2024 considered content of the two letters in details and arrived at the following conclusion:

Counter Proposal

In the Counter Proposal you put forward the following statement which signified the company position on the offer:

Suffice to say, I partially accept Council's Valuation certificate dated 13 November 2023. However, before going into each development cost item, we can take note that Council's offer is mainly based on assumptions, estimates, average pricing and projections. In the Valuation Report received, there are explanations to the valuation method used but no explanations as to the actual cost expenses or costs. Importantly, the valuation by Council did not cater for the following REAL project expenses or costs, in our view:

On Page 11 of the Valuation Report the following explanation is provided regarding Residual Valuation Approach:

The residual method of valuation entails a very simple computation applied to big sized land ripe for development to assist property developers in determining a reasonable price for the purchase of land. The residual approach provides guidance on the following: (a) the determination of gross development value of the development, (b) construction expenses - in this case, the cost of installing services, (c) professional fees, and (d) allowance for any contingencies. The said method also provides guidance on the estimated potential profit that the developer is projected to make from the development, which is deducted before the residual amount. Not often, comparable-sized parcels of land change hands on the market. For big sized-land devoid of recent sibling sales transactions, residual valuation approach is the most appropriate method to employ. The following are the possible costs associated with land servicing. All of these formulations are predicated on the premise of utilizing the average level of costs.

It is clear from the above that, the Residual Method of Valuation does not use real project costs, since such costs will only become real once a task is executed, before project execution all project costs remain estimates. Therefore, for this project, real project costs will be Town Planning Costs, EIA costs and Surveying Costs because the said activities are completed, costs have been incurred and necessary approvals received. However, for the incurred project costs to be included, we will require proof of payment certified by the bank from which such payment was made. In the absence of proof, the cost so incurred remain as estimates.

Having had regard to the above, we now turn to the perceived real expenses which you provided in your proposal. For ease of interpretation, we have expanded Table 1 below by two columns '%/100' and 'Originating Amount (N\$)'.

Description	Amount (N\$)	Notes	%/100	Originating Amount (N\$)
Project Management	559,910.98	2.5% of construction cost	0.025	22,396,439.20
Financing cost	496,560.32	1% of total cost	0.01	49,656,032.00
Accounting and audit	248,280.16	0.5% of total cost	0.005	49,656,032.00
Bank charges	273,108.18	0.55% of total cost	0.0055	49,656,032.73
Legal costs	150,000.00	Lump sum estimate	-	-
Insurance	156,775.07	0.7% of construction cost	0.007	22,396,438.57
Security services	180,000.00	2 guards @ N\$ 10,000 pm over 2 years	-	-
EIA	383,200.00	Lump sum estimate	-	-
Surveying	247,825.16	5% of total cost	0.05	4,956,503.20
Estate Agent	1,542,411.10	2.5% of income	0.025	-
*Interest	7,448,404.80	Principal lender: 16% (70% of Loan)	-	-
		Equity Lender: 14.5% (30% of loan)		
* Interest rates by lenders are bases on the prime rate at banks plus a percentage. As at 29 May 2024, the prime rate 11.5%. Our envisaged lenders charge 16% and 14.5%. Note that this no penalty interest is provided for the calculation of interest.				

Table 1: perceived Real Cost

As shown on Table 1 above, the construction cost is assumed to be N\$ 22,396,439.20 and total project cost is assumed to be N\$ 49,656,032 based on your figures provided. The 5% of total



cost from 'Surveying' amount of N\$ 247,825.16 drastically reduces the total project cost to N\$ 4,956,503.20 which we believe is an error, in that, instead of 5% you may have intended to use 0.5% instead, which would translate into project cost of N\$ 49,565,032.00 leaving a difference of N\$ 91,000.00 from the total project cost of N\$ 49,656,032.

Having clarified the above observation, we now turn to items on Table 1 above read together with Table 2 below:

Tuye Buco Description	Tuye Buco Amount (N\$)	City of Windhoek Description	City of Windhoek Amount (N\$)	Comments
Project Management	559,910.98	Professional Fees	1,274,850.00	CoW offers better rate.
Legal costs	150,000.00			
Financing cost	496,560.32	Others @ 5%	3,084,822.00	
Accounting and audit	248,280.16			
Bank charges	273,108.18			
Insurance	156,775.07			
EIA	383,200.00			
Surveying	247,825.16	Surveying	509,940.00	
Security services	180,000.00	Not Applicable	Not Applicable	
Estate Agent	1,542,411.10	Sales Commission @ 3%	1,850,893.00	
*Interest	7,448,404.80	Interest on Development @ 11.75%	5,622,961.00	
	Bank = 11.5%			
	Principal Lender = 16%	-	-	
	Equity Lender = 14.5%	-	-	

CoW = City of Windhoek

Table 2: Perceived Real Costs by Tuye Buco compared to estimated costs on the City of Windhoek Valuation Certificate.

1. The *Project Management* and *Legal costs* with an assumed combined a total of N\$ 709,910.98 in your Counter Proposal falls under the category of 'Professional Fees' in the City of Windhoek's Valuation Certificate to which an amount N\$ 1,274,850.00 is provided for. Therefore, the City of Windhoek offers a better amount, thus, no further action is required.
2. The *Financing Cost, Accounting and Audit, Bank Charges, Insurance* and *EIA* in your Counter Proposal with an assumed combined cost of N\$ 1,557,923.73 falls under 'Others at 5%' in the City of Windhoek's Valuation Certificate to which an amount of N\$ 3,084,822.00 is provided for. Therefore, the City of Windhoek offers a better amount, thus, no further action is required.
3. The cost of *Surveying* in your Counter Proposal is fixed at N\$ 247,825.16. The same item in the City of Windhoek's Valuation Certificate under the same name is estimated

at N\$ 509,940.00. Therefore, the City of Windhoek offers a better amount, thus, no further action is required.

4. In your Counter Proposal you made a provision of N\$ 180,000.00 for Security Services. This cost item does not qualify as a cost under Residual Method of Valuation and as such, hereby disqualified. Therefore, for you to insist in its subsistence will be tantamount to additional costs. For the reason above, no further action is required.
5. The services of an *Estate Agent* in your Counter Proposal are fixed at an assumed amount of N\$ 1,542,411.10. The City of Windhoek referred to the same item as '*Sales Commission @ 3%*' in its Valuation Certificate and estimated the cost of such services at N\$ 1,850,893.00. Therefore, the City of Windhoek offers a better amount, thus, no further action is required.
6. In your Counter Proposal you estimated your *interest* amount at N\$ 7,448,404.80 compared to the City of Windhoek's *interest* amount of N\$ 5,622,961.00. Your interest amount is based on the following interest rates: Principal Lender at 16%, and Equity Lender at 14.5%, you further acknowledged that the current Commercial Bank going rate is 11.5%. In arriving at our provisioned amount on interest, the City of Windhoek made provision of interest rate of 11.75%. The interest rates of 14.5% and 16% respectively are way above acceptable market rate. Therefore, to remain with the commercial banks, the City of Windhoek's interest rate of 11.75% is higher than the current going rate of 11.5%, thus giving Tuye Buco favourable advantage. For the reason above, no further action is required.

With the above on record, your good office reasoned that: "*the valuation by Council did not cater for the ... REAL project expenses or costs*". We note with appreciation that, despite such a claim in your letter, your construction cost estimate of N\$ 22,396,439.20 and total project cost of N\$ 49,656,032.00 is exactly the same amount as that which is provided for in our Valuation Certificate Certificate. Refer to Table 1 for Tuye Buco's cost estimates and Table 3 for construction cost estimate extracted from the Valuation Certificate of the City of Windhoek.

Description	Amount (N\$)
Internal Roads	15,043,230.00
Street lights	1,233,929.00
Water reticulation	1,274,850.00
Sewer reticulation	1,274,850.00
Electrical reticulation	3,569,580.00
TOTAL	22,396,439.00

Table 3: Extract of construction cost from the City of Windhoek Valuation Certificate

Final Offer

In your letter dated 10 June 2024 received by the City of Windhoek on the 12th of June 2024, you made a final offer of N\$ 9,525,417.63 based on the per square meter cost of N\$ 1,210.00. The opening statement of your letter reads as follows: "*This is the final offer we make to Council for consideration. At the onset, we want to point out that if this offer is not accepted that we will have to revert to implementing the Public Private Partnership Development Agreement*".

Suffice to mention that the City of Windhoek through the Negotiation Team extended an offer to Tuye Buco for consideration as part of the negotiation for Early Exit from the Public Private Partnership (PPP) arrangement. The offer was to be accepted, declined, or negotiated further before arriving at a decision whether to accept the offer or not. Your final offer of NS 9,525,417.63 is for all intent and purpose, considered a Counter-offer and as such, subject to it being accepted, or rejected, or negotiated further.

Therefore, the said Counter-offer will be submitted to Council together with the original offer for further consideration. Whilst the above is clear, I wish to interrogate the following statement in your final offer and have a point of reflection:

In my previous communication, we emphasized the fact that exit conditions be reasonable and fair. However, it is only my company that tries to negotiate in all fairness. To emphasize this point, we had a look at the economic conditions in the property market and herewith point out that the demand for various land uses are now below market rates. This is very visible in the rental market with many vacant properties, especially retail businesses. We are also keenly aware that Council is still struggling to sell erven serviced under the Public Private Partnership Development Agreement since 2015 or so. As a result of having studied the market conditions and struggles by Council to sell land, we offered a sales price of NS 1,150 per square meter with profit to be shared (on a 50:50 basis) of NS 7,662,970. Council's sales price started and remained at 1,210 per square meter and the Residual Land Value remained at 12,040,412. We then adjusted our offer price to NS 1,200 per square meter with a profit to be shared of NS 15,314,070.92. Again, Council's offer remained as is. We now adjust our offer price per square meter to 1,210 and our final offer is thus as follow:

*Sales price per square: NS 1,210
Payment to Council for land: NS 9,525,417.63*

To reiterate, we wish to proceed with the Early Exit option from Public Private Partnership Development Agreement as soon as possible but a reasonable and fair exit conditions and profit sharing. I trust that you will reconsider our offer in positive manner for a win-win situation and in the name of socio-economic and industrial development of our City.

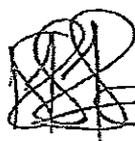
Having had regard to the content above and appreciating the context thereof, I respond as follows:

1. The process followed in the negotiation for Early Exit from PPP, including the valuation method, is reasonable, fair and conducted in good faith from our side.
2. A statement in which a claim is made that, demand for various land uses are now below market rates and that, rental properties market is marked by high vacancy rates should be substantiated with facts. I therefore advise that based on your statement in which you made a claim that: "demand for various land uses are now below market rates and that, rental properties market is marked by high vacancy rates", it is my considered view that such claims should be supported with facts to assist both parties to arrive at a common understanding in the negotiation process.
3. In your letter you averred statement that, Council is struggling to sell erven serviced under PPP development since 2015, your statement could not be verified as true or reliable, since it is without empirical evidence. However, we appreciate that that you have raised such a pertinent matter to the Negotiation Team. Thus, it is advisable to remain within the confines of the negotiation spirit anchored in principles of good faith. The subject. In qualifying our position, it is important to state that, the land under negotiation is industrial land in Prosperita and Council does not have similar competing industrial land in the market nor, any previous industrial land that it has failed to sell.

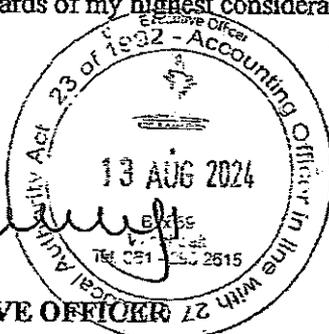
- 4. A statement that Tuye Buco offered a sales price of N\$ 1,150 per square meter with profit to be shared (on 50:50 basis) and that, Council's sales price started and remained at N\$ 1,210 per square meter whilst Tuye Buco adjusted its price to N\$ 1,200 and now to N\$ 1,210 is not reflective of reality in the negotiation process. Following our offer of 03 May 2024, Tuye Buco responded on the 29th of May 2024 with a Counter Proposal for Early Exit by Council from PPP Agreement in which the N\$ 1,210 per square meter was accepted on condition that additional items such as project management, financial cost, accounting and audit, bank charges etc. are added to the valuation. On the 10th of June 2024, Tuye Buco sent its final offer of N\$ 9,525,417.63. We are not privy to other offers meant to respond to our offer of 03 May 2024 unless such offer was sent earlier. For example, in your letter dated 20 November 2023 addressed to the Department of Housing, Property Management and Human Settlement, you proposed two possible scenarios: (a) a selling price of N\$ 1,050 per square meters with a profit share of N\$ 2,610,469.68 rounded to N\$ 3,000,000; and (b) a selling price of N\$ 1,200 per square meters with a profit share of N\$ 6,435,019.68. The said profit share cannot be taken into consideration because it was not responding to any offer from our end. Given that, we are dealing with an Early Exit offer, there is no 50:50 profit sharing. If consensus is reached and terms agreed, Council will pass ownership to Tuye Buco and end the PPP arrangement. For that reason, the interest of Council is in ensuring fair compensation for its land.
- 5. In your final offer, you have made the following statement "we now adjust our offer price per square meter to N\$ 1,210". The price of N\$ 1,210 per square meters in your Final Offer, is the same as Council's initial offer to Tuye Buco, therefore, we are agreeable. By adjusting to the said price per square meter, Tuye Buco accepts Council offer, the only difference is that, the acceptance is for N\$ 9,525,417.63 instead of N\$ 12,040,000.000 offered by Council. On the 29th of May 2024 Counter Proposal, Tuye Buco made the following statement: "to recap, we accept the N\$ 1,210 price per square meter from Council. However, we need the above cost to be included in the Valuation". The statement in the 29 May and 10 June letters should be reconsidered.

Accept Mr. Kuo regards of my highest consideration.

Yours sincerely



Moses Matyayi
CHIEF EXECUTIVE OFFICER



OFFICE OF THE CHIEF EXECUTIVE OFFICER

✉ 59

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WINDHOEK, NAMIBIA

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www.cityofwindhoek.org.na

ENQ: Faniel I Maanda
DATE: 16/09/2024TEL: (061) 290 2170
REF: CR 184/08/2024Mr. I-Chuan Kuo
Managing Member
Tuye Buco Construction CC.
P O Box 40746
Ausspanplatz
WINDHOEK

Email: buco@iway.na

Dear Sir,

RE: COUNCIL RESOLUTION 184/08/2024 - OFFER FOR EARLY EXIT OF COUNCIL FROM PUBLIC PRIVATE PARTNERSHIP (PPP) AGREEMENT WITH TUYE BUCO CC.

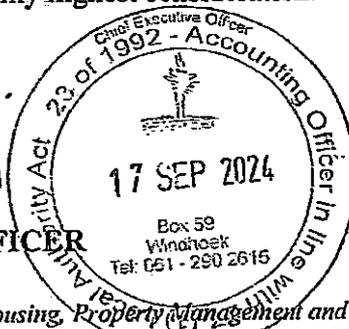
The above subject matter has reference.

The Municipal Council of Windhoek at its meeting held on the 06 July 2023 per Resolution (CR 161/07/2023) approved the Early Exit from PPP projects meeting set criteria. Following the passing of the said Council Resolution, negotiations were held between the Negotiation Team of Council and Tuye Buco Construction cc, which negotiations gave rise to a submission of an Early Exit Proposal to Council for consideration.

On the 29th of August 2024, Council considered the Early Exit Proposal and set out its offer and exit conditions per Resolution 184/08/2024 attached as Annexure A. to this letter. Please indicate your acceptance or non-acceptance of Council's offer within seven (7) working days from receipt of this letter, failing which, the offer lapses.

Receive Mr. Kuo regards of my highest consideration.

Yours sincerely

Moses Matyayi
CHIEF EXECUTIVE OFFICER

cc: Mr. Faniel Maanda SE: Housing, Property Management and Human Settlement

All official correspondence must be addressed to the Chief Executive Officer

[Municipal Council Minutes: 2024-08-29]

10.3.11

**GOV.20 [HPH] REVENUE ENHANCEMENT
AND PROTECTION FROM DELIVERY OF
SERVICED LAND: NEGOTIATED OFFER
OF EARLY EXIT FROM PUBLIC PRIVATE
PARTNERSHIP AGREEMENT WITH TUYE
BUCO CONSTRUCTION CC
(3/1/6/9/2)**

On proposal by Council Member Bernardus Araeb, it was

RESOLVED

- 1 That Conditions of Early Exit from Public Private Partnership (PPP) Agreement set out fully in Council Resolution 161/07/2023, attached as pages 714 - 718 to the agenda, be noted.

Offer and Counter-offer

- 2 That the Municipal Council of Windhoek's Offer of N\$12 040 000.00 dated 10 May 2024 issued to Tuye Buco Construction CC and attached as pages 719 - 721 to the agenda, be noted and accepted as the Municipal Council of Windhoek's original offer and final offer to Tuye Buco Construction CC taking into consideration the Counter offer.
- 3 That the Counter offer by Tuye Buco Construction CC of N\$9 525 417.63 attached as pages 754 - 755 to the agenda, be noted and turned down per reasons set out in a letter to the Counter offer and Counterproposal attached as pages 757 - 762 to the agenda.
- 4 That the Counter offer attached as pages 757 - 762 to the agenda be replaced by the acceptance of Council's offer as per the letter, attached as pages 754 - 755 to the agenda.
- 5 That Tuye Buco Construction CC be informed of Council's decision and be given seven (7) days from the date of notice of Council's decision to accept the Council Resolution, which constitutes Council's Final Offer of N\$12 040 000.00 in writing to the Chief Executive Officer.
- 6 That should Tuye Buco Construction CC accept the Municipal Council of Windhoek's Final Offer, the following procedure as set out in paragraph 11.7 to 11.10 of Council Resolution 161/07/2023 shall take effect:
 - 6.1 That the sales process be initiated culminating in a Ministerial approval in accordance with sections 30(1)(t) and 63(2) of the Local Authorities Act, 1992 (Act 23 of 1992) (as amended).
 - 6.2 That on of receipt of Ministerial approval, the Chief Executive Officer (Corporate Legal Adviser) prepare a Deed of Sale and Addendum to the Public Private Partnership (PPP) Agreement.

- 6.3 That once the Deed of Sale and Addendum to the Agreement is signed, the Strategic Executive: Housing, Property Management and Human Settlement without delay, prepare a Development Agreement and take the necessary steps and ensure that it is signed by the parties.
- 7 That remaining conditions of Council Resolution 161/07/2023 are binding on this transaction and further that:
- 7.1 That Tuye Buco Construction CC provide the Municipal Council of Windhoek with a Bank Guarantee within thirty (30) days after receipt of Ministerial approval and the payment of the amount of N\$12 040 000.00 be made within thirty (30) days after signing the Addendum to the Development Agreement and Deed of Sale, failing which, the offer to enter into Early Exit Agreement from the subsisting Public Private Partnership (PPP) lapses.
- 7.2 That as set out in paragraph 2 of Council Resolution 161/07/2023, land development commence within two (2) years from the date of signature of the Addendum to the Public Private Partnership (PPP) Development Agreement, failing which rates and taxes be applied based on the approved layout as if the area is fully developed.
- 7.3 That the maximum period to materially improve the property and release serviced land to market is set at three (3) years from the date of sale, should land not be improved within three (3) years, Tuye Buco Construction CC provides the Municipal Council of Windhoek with an irrevocable Power of Attorney to effect repossession on the selling price.
- 7.4 That as means to ensure that the project remain relevant to its original intent (that of releasing serviced land to the market), it is a set condition of the Early Exit Agreement that the purchaser shall not be entitled to sell the property to a third party or to any subsequent successor(s) in title or successor-in-title or name or cede or assign this agreement to any third party or successor in title or name without the consent of the Municipal Council of Windhoek.
- 7.5 That by entering into Early Exit Agreement, the Municipal Council of Windhoek is absolved from any risks, obligations and liabilities whatsoever related to the development of Erven 72 and 73, Prosperita.
- 8 That the resolution be implemented prior to confirmation of the minutes.

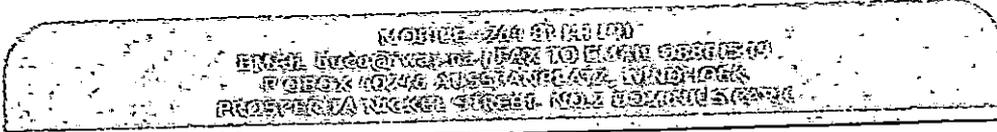
RESOLUTION 184/08/2024

1381

TUYE BUCO
CONSTRUCTION

We Plan | We Build | You Celebrate

Received
20/09/2024

OFFICE OF THE CHIEF EXECUTIVE OFFICER
P O Box 59
80 Independence Avenue
WINDHOEK
NAMIBIA

23 September 2024

For attention: Mr. Moses Matyayi

Dear Sir,

RE: ACCEPTANCE OF COUNCIL'S OFFER FOR EARLY EXIT FROM PUBLIC PRIVATE PARTNERSHIP (PPP) AGREEMENT WITH TUYE BUCO CC.

Your letter dated 16 September bears reference.

I, Mr. I-CHUAN KUO in my capacity as the Managing Member of Tuye Buco Construction CC and representative in the Public Private Partnership (PPP) hereby accept the Council's offer and exit conditions per Council's Resolution **184/08/2024**.

Notwithstanding, I want to comment Resolution 7.4 attached to your letter.

I opine that the spirit of the PPP Development agreement signed in 2017

continues to guide our interaction and the implementation of the envisaged development.

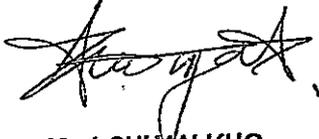
I understand and agree with Resolution 7.4 not sell the Erven 72 and 73, Prosperita to any third party or subsequent successor(s) in-title or name or cede or assign the Early Exit Agreement to any third party without it being serviced and the consent from Council. However, the Council shall not withhold consent if the erven to be transferred have been serviced. I affirm that Tuye Buco Construction CC will only alienate individual erven within the development.

I will be waiting for further instructions and interactions from your good office. Equally, I implore upon your office for the speedy conclusion of the sales process since Tuye Buco cc lost over a year after Council Resolution 161/07/23023 was passed. In addition, we kindly request the draft addendum to the PPP development Agreement for our scrutiny and inputs, as soon as it is available.

We trust that the above is acceptable and that you will revert to us if need be.

Yours in development,

Yours faithfully



Mr. I-CHUAN KUO
MANAGING MEMBER
TUYE BUCO CONSTRUCTION CC
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WINDHOEK

Copies:

- 1. Mr. F. Maanda, Strategic Executive Housing, Property Management and Human Settlement*
- 2. Mr B Amuenje, Manager: HLD Division*