



Municipality of Walvis Bay

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The Managing Executive
Shanya Energy Pty Ltd
P O Box 4486
Windhoek
NAMIBIA

Enquiries	Jack Manale
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Cell	
E-mail	jmanale@walvisbaycc.org.na
Date	20 November 2023

Dear Mr Elifas Simon

Subject Application to lease 5 Ha of Remainder Farm 38 Walvis Bay
Ref. No. Farm 38

We refer to previous correspondence and your letter dated 30 October 2023 and can advise that the Acting General Manager: Community and Economic Development has approved your application subject to following conditions: -

- (a) That 5 Ha (50,000 m²) of land situated on Remainder Farm 38, be leased for a period of 1 year, at N\$44,500.00 (N\$0.89 cents/m²) plus N\$6,675.00 (15% VAT), to Shanya Energy (Pty) Ltd (the applicant), for a material management and warehousing facility.
- (b) That a refundable, non-interest-bearing deposit, equal to the monthly rental, be paid by the applicant on date of signing the lease agreement in order to cover the last month's rent if not paid, or to cover rehabilitation costs.
- (c) That a refundable, non-interest-bearing deposit of N\$10,000.00, be paid by the applicant on date of signing the Lease Agreement in order to cover the costs of rehabilitation of the site should the applicant fail to do so.
- (d) That the applicant advertises the lease, by private transaction, for objections in terms of the provisions of section 63(2)(b) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended.
- (e) That the applicant advertises for objections within 14 days after having received the letter of approval.
- (f) That, prior to the signing of a Lease Agreement, the applicant obtain an Environmental Clearance in terms of section 56 of the Environmental Management Act 7 of 2007 from the Ministry of Environment and Tourism, Directorate: Environment Affairs.
- (g) That the applicant complies at all times with the National safety Regulations as well as to all relevant requirements of Council's Standard Building, Health, Fire and any other Municipal Regulations.

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- (h) That the applicant guarantees and indemnifies the Municipality of Walvis Bay against any action, claim or loss, injury or damage which the applicant or any third party may suffer as a direct or indirect result of dangerous goods storage facility covered by the Lease Agreement.
- (i) That the applicant, in conjunction with the Department of Roads & Building Control, have the required 5 ha of Farm 38 surveyed at the applicants' costs and submit the surveyed map to Council.
- (j) That the term of lease only be for 1 year and be extended only on application after expiry of the initial period.
- (k) That, after the lease has been advertised, the applicant be granted three (3) months time as from date of letter of notice, to enter into a Lease Agreement with the Municipality of Walvis Bay and to accept responsibility for the payment of monthly rental.
- (l) That the applicant, at its own cost, provides all services and adheres to the guidelines/standard requirements for all services, i.e. water connection, water/sewerage/electricity reticulation.
- (m) That the applicant shall, at own cost, enclose the leased area.
- (n) That electrical requirements/services and/or any other information in this regard be taken up with Erongo RED.
- (o) That the applicant shall, prior to the erection of any structures on the site, obtain the approval from the General Manager: Roads and Building Control.
- (p) That the Municipal Council of Walvis Bay not be held liable to reimburse the applicant for any improvements affected on the site should the lease not be extended for another year.
- (q) That the applicant shall, on vacating the site, rehabilitate the area to the satisfaction of the General Manager: Roads and Building Control, failing which the deposit paid as per clause (b) and (c) will be used to rehabilitate the site.
- (r) That the applicant will be held responsible for any excess cost for rehabilitation of the site and such cost must be paid on presentation of the invoice.
- (s) That the applicant be informed that the business relationship and transaction can only be concluded and become effective once Section 21 of the Financial Intelligence Act, 2012 (Act No.13 of 2012) read with Section 26 of the said Act, is complied with, and

that it is required from the applicant to provide such information at such time and in such format as instructed by the Anti-Money Laundering Compliance Officer of the Municipality of Walvis Bay.

Seeing that a portion of land on Farm 38 is to be lease by private transaction, section 63(2)(b) of the Local Authorities Act, 1992 (Act 23/1992), as amended, requires that a notice be published in at least two newspapers circulating in Walvis Bay on one occasion in a week for two consecutive weeks.

[For example publication in newspapers A and B on Friday 24 November 2023 and again on Friday 01 December 2023]

Full particulars pertaining to the lease will lie for inspection at our offices for a period of not less than seven (7) days (Saturdays, Sundays and Public Holidays excluded) after the last date of the second publication.

[For example until Tuesday 12 December 2023]

Interested persons are called upon to lodge any objections to such lease with the Municipality in writing within a period of not less than ten (10) days after the last date of the second publication.

[For example before or at 12:00 Friday 15 December 2023]

An example of the notice to be published is attached for your convenience. You must arrange the notices and copies of the publications thereof must be furnished to this office. It is of the utmost importance that you bring to the attention of the relevant newspapers to send their accounts to you for settlement and not to the Municipality of Walvis Bay.

You are requested to acknowledge receipt and accept the conditions of this letter within fourteen (14) days from date thereof.

Should you require further information or clarity in this matter please feel free to contact Mr Jack Manale at telephone 064 - 2013338 during office hours.

Yours faithfully


Jack R Manale

Acting General Manager: Community and Economic Development

MUNICIPALITY OF WALVIS BAY

Notice is hereby given in terms of section 63(2)(b) of the Local Authorities Act, 1992 (Act 23/1992), as amended, that the Municipality of Walvis Bay intends to lease, by private transaction, a portion of land on Farm 38 to Shanya Energy Pty Ltd.

<u>DESCRIPTION</u>	<u>AREA</u>	<u>ZONING</u>	<u>PURCHASE PRICE</u>
Portion of Remainder Farm 38 Walvis Bay	5 Ha	Undetermined	N\$44,500.00/month Plus N\$6,675.00 (15% VAT)

Full particulars pertaining to the lease will lie for inspection by interested persons until ***Tuesday 12 December 2023** at room 27, Municipal Offices, Kuisebmond. For more information Mr Jack Manale can be contacted at telephone (064) 2013338 during office hours.

Any person objecting to the proposed sale, may in writing lodge an objection together with the grounds/motivation thereof, to the Manager: Housing and Properties at the above address or to Private Bag 5017, Walvis Bay, before or on **Friday, 15 December 2023** at 12:00.

Jack Manale
Acting General Manager: Community and Economic Development
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Email: jmanale@walvisbaycc.org.na

*** EXAMPLE**