



EXHIBIT HH 10

**MBANA PETER
THABETHE**



**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

2nd floor, Hillside House
17 Empire Road,
Parktown
Johannesburg
2193
Tel: (010) 214 to 0651
Email: inquiries@sastatecapture.org.za
Website: www.sastatecapture.org.za

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**IN THE COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR
INCLUDING ORGANS OF STATE**

VREDE INTEGRATED DAIRY PROJECT


SWORN AFFIDAVIT: MBANA PETER THABETHE

I, the undersigned

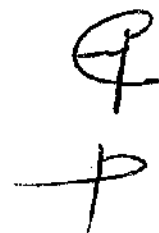
MBANA PETER THABETHE

do hereby declare under oath as follows:

1. I am an adult male, currently residing in the Mpumalanga Province.
2. The content of this affidavit falls within my personal knowledge, except where otherwise stated or unless the contrary appears from the context, and is true and correct.
3. I depose to this affidavit in response to the notice issued to me by the Acting Secretary of the Judicial Commission of Inquiry into allegations of State Capture, Corruption, and Fraud in the Public Sector, including Organs of State (*"the Commission"*) on 19 July 2019, in terms of which I have been afforded an opportunity to provide the Commission with information regarding the following specific matters:



- 3.1 My knowledge of the Mohuma Mobung Project;
- 3.2 My knowledge of, and involvement in the Vrede Integrated Dairy Project (*"the Vrede Dairy Project"*), including but not limited to all decisions relating to the initiation of the Vrede Dairy Project, the identification of Estina (Pty) Ltd as partner and an implementing agent, the financial commitments anticipated and thereafter made to the implementing agents of the Vrede Dairy Project, the process followed in the selection of the implementing agents (including Estina (Pty) Ltd and the Free State Development Corporation), the selection of land for the Vrede Dairy Project and the manner in which the implementing agent was held to account;
- 3.3 My knowledge of the investigation into the Vrede Dairy Project by National Treasury;
- 3.4 When the National Treasury Report into the Vrede Dairy Project dated 25 February 2014 came to my knowledge;
- 3.5 My relationship with the Gupta family who were known to reside in Saxonwold, Johannesburg, prior to their departure from the country in or about 2018;
- 3.6 My knowledge of the involvement of the Gupta family in the Vrede Dairy Project;
- 3.7 Any visits and/or discussions held by me and PARAS Dairy of India, both in South Africa, and India;



- 3.8 My response to all Rule 3.3 Notices received to date; and
- 3.9 Any other information I may have relative to the Vrede Dairy Project.

4. Before I deal with the aforesaid matters, it is necessary to record the following:

4.1 I was an accused in criminal proceedings which relate to the Vrede Dairy Project, in respect of which I, and several other persons, was arrested on 14 February 2018. The charges against me in respect of the proceedings have been provisionally withdrawn. I therefore depose to this affidavit and provide the information as requested strictly on the basis that this affidavit shall not be used against me in any such or other criminal proceedings;

4.2 On 25 April 2018, I was suspended as Head of the Department of Agricultural and Rural Development for the Free State Provincial Government (*"the Department"*) by the Director General of the Office of the Premier of the Free State Province (*"the Office of the Premier"*), pursuant to which I had to vacate my office. Since my suspension on 25 April 2018, I did not have access to any of the records and documents in respect of the Vrede Dairy Project which were previously under my control as Head of the Department;

4.3 In providing the information to the Commission, as requested and as set out in this affidavit, I mainly rely on my own recollection of the facts and circumstances relative to the Vrede Dairy Project as well as the

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documents which formed part of the previous proceedings which were instituted against me, as referred to below; and

- 4.4 I am therefore unable to give an exact version of all the specific dates and time-periods relevant to my involvement in the Vrede Dairy Project simply because I am not in possession of all the relevant documents and records. Inasmuch as the sequence of specific events and the date and time in respect thereof are inaccurately set out herein, it is not intentional or malicious, or with the intention to mislead the Commission in any respect.

THE PREVIOUS LEGAL PROCEEDINGS INSTITUTED AGAINST ME BY THE NDPP

5. Apart from the criminal charges and proceedings which were instituted against me, the National Director of Public Prosecutors (*"the NDPP"*) has also instituted an application in terms of section 26 of the Prevention of Organized Crime Act, 121 of 1998 (*"POCA"*), against me and twelve other respondents in the Free State High Court, Bloemfontein (case number 1778/2018) on 10 April 2018 (*"the POCA application"*), in which it applied for the issuing of a restraint order compelling the surrendering of certain of my movable and immovable properties.
6. I pause to mention that my wife, Precious Mpule Gugu Thabethe was also joined as the twelfth respondent in the POCA application. The POCA application was ultimately, and by agreement between me and the NDPP, withdrawn against us.
7. I believe that the Commission is already in possession of a copy of the POCA application, being all the founding papers and the respective respondents' answering affidavits filed in respect thereof. For convenience sake, copies of the founding affidavit (which was deposed to by Mottialekhotso Knorx Molelle) and



the affidavit deposed to by Mr SJ Schalkwyk dated 6 April 2018, which were deposed to in support of the POCA application are annexed hereto as Annexures "MPT1.1" and "MPT1.2". I do not annex copies of the annexures which were annexed to the founding affidavit simply because the annexures are voluminous and will unnecessarily burden this affidavit. Where necessary and where I specifically wish to refer to the content of a specific document which formed part of the annexures to the founding affidavit, I shall annex such document.

8. If the Commission is not in possession of the complete POCA application, my attorney shall upon the Commission's request provide a copy thereof to the Commission.
9. The founding affidavit is annexed hereto simply to give the Commission some background as to the allegations made against me in the POCA application and to give context to the answering affidavit which my wife and I delivered in opposition to the POCA application on 18 May 2018 ("*my answering affidavit*"). A copy of my answering affidavit is annexed hereto as Annexure "MPT2". I confirm that "MPT2" is a true and correct copy of my answering affidavit which was delivered in the POCA proceedings.
10. I have already explained my involvement as the previous Head of the Department in the Vrede Dairy Project and my knowledge of the appointment of Estina (Pty) Ltd ("*Estina*") in respect thereof in my answering affidavit. I therefore refer the Commission to the content of my answering affidavit.
11. I have also deposed to an affidavit on 10 August 2017 in respect of the investigation which was conducted by the National Prosecuting Authority ("*the*



NPA") during 2017 into the Vrede Dairy Project (the investigation was conducted under *Park Road Cas 200/07/2017*). I am not in possession of a copy of the affidavit, complete with all the annexures thereto, because the complete affidavit, with the annexures thereto, was provided to the investigators.

12. However, the NDPP referred to the said affidavit in the POCA application but unfortunately annexed an incomplete copy thereof as Annexure "SJS5" to the POCA application. Although I am therefore unable to provide the Commission with a complete copy of the affidavit (with all the annexures thereto), a copy of the affidavit which was annexed to the POCA application is annexed hereto as Annexure "MPT3" (I will herein refer to the said affidavit as "my 2017 affidavit").
13. I refer the Commission to the content of my 2017 affidavit, in which I have dealt with all the relevant facts regarding my involvement in the Vrede Dairy Project, the establishment thereof, the appointment of Estina and the implementation of the project by Estina and the Department and have also provided the NPA with copies of the relevant supporting documents. My 2017 affidavit was deposed to before my arrest on 14 February 2018 and before I was suspended as Head of the Department on 25 April 2018. When I deposed to my 2017 affidavit, I therefore still had access to the relevant record and documents in respect of the Vrede Dairy Project.
14. I pause to mention that I have also incorporated the content of my 2017 affidavit in my answering affidavit to the POCA application (as recorded in paragraphs 43 to 47 of my answering affidavit, Annexure "MPT2").



15. I shall therefore in this affidavit only elaborate on the specific issues which I am called upon to respond to in terms of the Commission's notice dated 19 July 2019.

MY APPOINTMENT AS HEAD OF THE DEPARTMENT

16. Before I do so, it is apposite to briefly give the background to my appointment as Head of the Department.
17. I was appointed as Head of the Department on 1 May 2013 in terms of a five-year contract, which contract was due to expire on 30 April 2018. However, since my suspension on 25 April 2018 the contract has not yet been terminated by the Department.
18. My responsibilities as Head of the Department included *inter alia* to assist and advise the member of the Executive Council for the Department of Agriculture and Rural Development of the Free State Provincial Government (*"the MEC: Agriculture"*) so as to ensure effective service delivery within the legal mandates of the Department and the Free State Provincial Government; to manage and administer the Department efficiently, including the effective utilisation and training of staff, the maintenance of discipline, the promotion of sound labour relations and the proper use and care of State property; to participate with the development and implementation of the Free State Development Plan so as to improve the corporate functioning of the Free State Government and the Department as a whole; and to implement outcome-based performance systems and priorities of the Department and the Province as a whole.

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19. I am since 1 February 1989 employed and involved in the agricultural sector in South Africa. I obtained my *B. Agric* degree during 1988 at the University of Fort Hare and, during 1991, a *B. Agric Honours*. I also obtained a *M.A* degree in *Development Communication* from the University of Pretoria during 2002.
20. After having obtained my *B. Agric* degree, I have been employed as agricultural advisor at the Mpumalanga Agricultural Development Corporation during the period 1 February 1989 to 30 August 1992. On 1 September 1996, I was appointed as Assistant Director: Non-Formal Training by the Department of Agriculture for the Mpumalanga Province. I remained in the employment of the Department of Agriculture for the Mpumalanga Province up and until 30 July 2009, although in different positions.
21. On 3 August 2009, I was appointed as special advisor to the Minister for the National Department of Agriculture, Forestry and Fisheries, whereafter I was employed as the Acting Deputy Director General (Operational Management) for the Department of Agriculture, Forestry and Fisheries until 30 July 2011.
22. I relocated to Bloemfontein during 2011 after having been appointed on 1 August 2011 as Head of the Department of Rural Development for the Free State Provincial Government. During or about 2013, the Department of Rural Development amalgamated with the Department of Agriculture, whereafter I was appointed as Head of the Department on 1 May 2013.
23. Since I commenced my employment in the agricultural sector, I have gained extensive knowledge and experience in the sector and agriculture in general. I


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have also been actively involved in *inter alia* the strategic planning for the South African agriculture and agricultural development and have attended various international courses and conferences on behalf of the National and Provincial Departments of Agriculture.

24. A copy of my *curriculum vitae*, which contains a summary of my employment history, the specialist knowledge which I acquired, my in-service training, my international experience and my academic qualifications is annexed as Annexure "FR3" to my answering affidavit ("MPT2").
25. I was therefore appointed as Head of the Department based on my knowledge and experience in the agriculture in South Africa.

MY KNOWLEDGE OF THE MOHUMA MOBUNG PROJECT

26. Since my appointment during 2011 as Head of the Department of Rural Development, I became involved in rural development in the Free State Province, which *inter alia* involved the introduction of a framework for agriculture and rural development which was known and referred to as the '*Mohuma Mobung Strategy*'. The basic concept of the strategy was developed by the then member of the Executive Council of the Free State Province for the Department of Agriculture, Mr M Zwane.
27. I have explained the aim and purpose of the strategy in my answering affidavit (which strategy was referred to by me in that affidavit as "*the development framework*"). Briefly stated, the aim and purpose of the development framework



was to develop agriculture in the rural areas of the Free State Province in order to address poverty, unemployment and inequalities in the rural areas and to increase the economic growth of the Free State Province.

28. Copies of the initial framework for the strategy as well as the further supplemented framework of June 2012 are annexed to the POCA application, as referred to by me in paragraphs 33 to 36 of my answering affidavit.
29. Since having been appointed as Head of the Department, my involvement in the 'Mohuma Mobung Strategy' related to the implementation of certain of the proposed projects as set out and provided for in the strategy. Such implementation had to be done after approval of any specific project under the strategy by the MEC: Agriculture and the Executive Council of the Free State Province (*the Exco*).

MY KNOWLEDGE AND INVOLVEMENT IN THE VREDE INTEGRATED DAIRY PROJECT

30. In terms of paragraph 3(b) of the Commission's notice dated 19 July 2019, I am requested to provide the Commission with information regarding my knowledge of, and involvement in the Vrede Dairy Project, including but not limited to all decisions relating to the initiation of the Vrede Dairy Project, the identification of Estina as partner and an implementing agent, the financial commitments anticipated and thereafter made to the implementing agents of the Vrede Dairy Project, the process followed in the selection of the implementing agents (including Estina (Pty) Ltd and the Free State Development Corporation), the

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selection of land for the Vrede Dairy Project and the manner in which the implementing agent was held to account.

31. The aforesaid information have already been set out in both my answering affidavit and my 2017 affidavit ("MPT2" and "MPT3" hereto), which *inter alia* set out in detail my involvement in the Vrede Dairy Project, the research which were done and the processes which were followed by the Department in establishing the Vrede Dairy Project, the initial involvement of Paras and the agreements which were concluded with Estina regarding the implementation of the project.
32. For that reason, I do not deem it necessary to repeat those facts herein.
33. Before I continue, I need to refer the Commission to paragraph 47 of my answering affidavit, in which I erroneously stated that *"During the negotiations an implementation of the Vrede Project, Estina was represented by Varun Gupta and Sanjeev Gautam and Paras was represented by Gajinder Kumar."* The reference to Estina being represented by Mr Varun Gupta is not correct.
34. Mr Varun Gupta never represented Estina in any of the negotiations or discussions which I had with Estina's representatives or during any of the presentations which Estina made to the Department. In all the contact which I had with Estina regarding the Vrede Dairy Project, Estina was mainly represented by Mr Sanjeev Gautam and Mr Kamal Vasram. I recall that, during one of the meetings which were held by the relevant stakeholders at the Phumelela Municipality, from which municipality the Department acquired the land for purposes of the project, Estina was also represented by Mr Sharma, Mr



P B Yadav and Mr CP Jadav. However, as stated above, I mainly communicated and had contact with Mr Vasram and Mr Gautam.

35. I only met Mr Varun Gupta when I was arrested on 14 February 2018 and when I appeared before the Court in those proceedings with the other accused, including Mr Varun Gupta. Prior to 14 February 2018, I have not met Mr Varun Gupta at all and did not have any discussions with him, neither in respect of the Vrede Dairy Project nor in respect of any other matter. The reference to Mr Varun Gupta in paragraph 47 of my answering affidavit was meant to be a reference to Mr Kamal Vasram. When I deposed to my answering affidavit, I unfortunately did not notice the erroneous reference to Mr Varun Gupta but only establish it later.
36. Save for the aforesaid, I confirm that the allegations set out in my answering affidavit and my 2017 affidavit are true and correct and repeat the content thereof.
37. I, however, wish to emphasize the following:
- 37.1 My visit to Paras, India was approved by EXCO, pursuant to which Mr Ashok Narayan was delegated by the Office of the Premier to accompany me to India in his capacity as advisor of the Premier.
- 37.2 All the agreements which I signed on behalf of the Department in respect of the Vrede Dairy Project, including the agreements with the Phumelela Municipality and Estina, were signed by me after having obtained the necessary approval from EXCO and the MEC: Agriculture and in terms of the delegated authority from the Premier and the MEC: Agriculture.



37.3 As explained in my previous affidavits, the agreements were also provided to the Province's legal services department for their consideration and advice.

37.4 All payments which were made in respect of the Vrede Dairy Project, including the payments to Estina were authorised by the Provincial Treasury, after having been duly verified by me and the Department's Chief Financial Officer – the Chief Financial Officer had to verify and confirm the correctness of the invoices, had to do a tax clearance on the payee and had to manage the payments in accordance with the approved budget, before any payment could be made.

37.5 I did not perform any function and did not take any decision in respect of the implementation and execution of the Vrede Dairy Project without having followed the prescribed Departmental processes or without having first obtain the required approvals and authority from the MEC: Agruculture and the EXCO.

38. Lastly, I have in great detail also explained the reason why the Vrede Dairy Project was, and could not have been, implemented as a Public Private Partnership ("PPP") and why the deviation from a competitive bidding process was necessary and warranted for purposes of the conclusion of the agreement with Estina in my answering affidavit (*inter alia* paragraphs 51.1 to 51.16) and my 2017 affidavit (*inter alia* paragraph 17).

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MY KNOWLEDGE OF THE INVESTIGATION INTO THE VREDE INTEGRATED DAIRY PROJECT BY NATIONAL TREASURY

39. During July 2013, I received a letter from the Director General of the National Department of Agriculture, Forestry and Fisheries, informing me that the National Department has received a letter from National Treasury regarding certain concerns about the Vrede Dairy Project. National Treasury was of the view that the Vrede Dairy Project is a PPP and that National Treasury intended to suspend further spending in respect of the project.
40. Thereafter and during August and September 2013, I received letters from the National Department, National Treasury and ENS Forensics, informing me of the investigation into the Vrede Dairy Project and requiring me to provide various documents for purpose of the investigation.
41. I gave my co-operation and provided ENS Forensics with all of the records and documents which were in the Department's possession regarding the project. However, ENS Forensics kept on insisting that I provide it with documents regarding the bidding process which was followed when appointing Estina. Despite my efforts to explain that the Department did not follow a bidding process, as explained above, and therefore does not possess of any such documents, I was accused of not assisting ENS Forensics in the investigation. These accusations are also made by Mnr SJ Schalkwyk in his affidavit dated 8 December 2017. I repeat my denial of any such allegations.
42. It is also alleged by Mr Dumisani Cele in an affidavit deposed to by him on 3 October 2017 that he received resistance from the Department during his



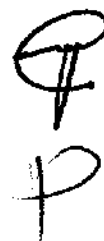
investigation, which is untrue. Mr Cele attended to my office during August 2013 to deliver a letter to me and requiring certain information and documents from me. At that stage, and despite the fact that Mr Cele was unknown to me, Mr Cele did not properly introduced himself to me and did not explain his involvement or authority to investigate the matter on behalf of National Treasury. I therefore informed him that I require proof of his authority before I could disclose any information about the project to him. He then left and, after National Treasury informed me of his authority and involvement, later returned with the letter regarding the investigation, where after I assisted the investigators with their investigation.

43. I pause to mention that, when Mr Cele attended to my office at the first occasion, he was to the best of knowledge not accompanied by Ms Swartz or any other representative of ENS Forensic. He was indeed accompanied by representatives of ENS Forensics during his second visit to me.
44. I never interfered in any manner with the investigation and provided the investigators with all the relevant documents and information regarding the Vrede Dairy Project for purposes of the investigation.
45. Since my suspension on 25 April 2018, I did not have any further access to any of the records of the Department and could therefore not assist National Treasury or ENS Forensics anymore in providing them access to such records.
46. However, I again confirm my willingness to assist the Commission in its inquiry into the Vrede Dairy Project.

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MY KNOWLEDGE OF NATIONAL TREASURY'S REPORT DATED 25 FEBRUARY2014

47. During 2014, I attended a meeting of the Free State Legislature for submission and discussion of *inter alia* the Department's annual report. During my submission and presentation of the Department's report, certain members of the meeting enquired from me about the outcome of National Treasury's investigation into the Vrede Integrated Dairy Project. At that stage, I was unaware that the investigation was already concluded and that National Treasury has issued a report in respect thereof. After having informed the meeting accordingly, Mr Roy Jankielsohn provided me with a copy of a report which was purportedly issued by National Treasury regarding the investigation. A copy of the said report is annexed as Annexure "B2" to the Rule 3.3 notice which I received in respect of Mr Jankielsohn.
48. The report which was in possession of Mr Jankielsohn was however not formally issued by National Treasury to me or the Department. When I enquired about the status of the report, I was informed by the office of the Director General that the report was submitted to the MEC: Agriculture and the Office of the Premier for their comment.
49. When the POCA application was served on me during April 2018, I noticed that a further report was issued by National Treasury, which appears to be dated February 2014 and which was submitted by ENS Forensics to Ms Z Mxunyelwa on 11 February 2014. This report is annexed as Annexure "SJS3" to the POCA



application (at pages 264 to 323). This report only came to my attention during April 2018 when the POCA application was served on me.

50. The February 2014 report (Annexure "SJS3") differs substantially from the report which was in the possession of Mr Jankielsohn.

MY RELATIONSHIP WITH THE GUPTA FAMILY AND MY KNOWLEDGE OF THE INVOLVEMENT OF THE GUPTA FAMILY IN THE VREDE INTEGRATED DAIRY PROJECT

51. Up and until the time of my arrest on 14 February 2018, I was not aware of any involvement of the Gupta Family in the Vrede Dairy Project. As stated above, I only met Mr Varun Gupta during the time of my arrest on 14 February 2018. Prior to my arrest, I have never met any person with the surname of *Gupta* at any occasion nor did I discuss any aspects regarding the implementation and execution of the Vrede Dairy Project with any person with the surname *Gupta*.
52. I have never visited the Gupta family who were known to reside in Saxonwold, Johannesburg, neither during the time when I was the Head of the Department nor thereafter, and do not have any relationship with the Gupta family.
53. I only obtained knowledge of the Gupta Family's alleged involvement in the Vrede Dairy Project after my arrest and after having been served with the POCA application. I do not have personal knowledge of any such involvement.

MY VISITS AND/OR DISCUSSIONS WITH PARAS DAIRY OF INDIA



54. I have already explained the purpose of my visit to Paras, India and my discussions with Paras' representatives in my answering affidavit and my 2017 affidavit.
55. After the initial visit to Paras, I did not visit Paras again.
56. Thereafter, Mr Kumar also visited South Africa, as explained in my 2017 affidavit.
57. I had from time to time telephonic discussion with Mr Kumar, particularly when I made the arrangements for my visit to India and, thereafter, in respect of his visit to South Arica and Paras' possible involvement in the project. Unfortunately, I did not keep record of each and every discussion and cannot recall the exact dates when we communicated with each other. If memory serves me right, certain attendance registers were kept during some of the meetings, copies of which ought to be in possession of the Department or the investigators.

MY RESPONSE TO ALL RULE 3.3 NOTICES RECEIVED TO DATE

58. In terms of the Commission's notice dated 19 July 2019, I am also requested to respond to affidavits which were provided by various persons (which affidavits are referred to below) to the Commission in respect of the Vrede Dairy Project and in which affidavits I am implicated to a certain extent.
59. The allegations set out in the respective affidavits which are annexed to the Rule 3.3 notices of Mr Schalkwyk and Mr Cele, are essentially the same as the allegations which were made by them in their respective affidavits to the POCA

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application (pages 81 to 137 of the POCA application and Annexure "SJS6" to the POCA application).

60. I have already dealt with the substance of the allegations made by Mr Schalkwyk and Mr Cele in my answering affidavit, my 2017 affidavit and herein above.
61. The allegations which are contained in the affidavits annexed to the remainder of the Rule 3.3 notices are also substantially addressed by the allegations set out in my answering affidavit, my 2017 affidavit and herein above.
62. In so far as any of the allegations contained in the affidavits to the respective Rule 3.3 notices are inconsistent with the content of any of my affidavits, such allegations are denied.
63. I shall therefore only respond to the Rule 3.3 notices in so far as it contain new allegations which I have not yet dealt with.

63.1 Rule 3.3 Notice: T J Masiteng

63.1.1 Mr Masiteng indeed prepared the written submission, which made provision for the deviation from the '*normal Supply Chain Management processes*'; after I requested him to do so. The submission was prepared and thereafter approved in accordance with the approval and authority which I obtained from the MEC: Agriculture and EXCO.

63.1.2 I deny that there was anything untowards in the approval of the said submission.

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63.2 Rule 3.3 Notice: A D Radebe

63.2.1 Various stakeholders and identified beneficiaries indeed attended meetings which were held from time to time and during which the establishment and implementation of the Vrede Dairy Project were discussed.

63.2.2 The Phumelela Municipality is indeed the owner of the land which was identified for purposes of the Vrede Dairy Project.

63.2.3 The Department initially identified two possible areas for the establishment of the project. The first possibility was in the Sasolburg area and the second, in the Eastern Free State. During our research into available land, we established that the Phumelela Municipality had certain land, being the farm Krynaauwlust 275, district of Vrede, which it was at that stage renting out to various farming enterprises. The land was suitable for the purposes of the establishment of the dairy project. We therefore entered into negotiations with Phumelela Municipality to acquire the land for purposes of the project in terms of a long-term lease. During the said discussions, it was agreed that the existing lease agreements which were concluded between the Phumelela Municipality and the lessees, be assigned by the Phumelela Local Municipality to the Free State Provincial Government or the Department and that, after the said leases with the farming entities have either been terminated by or having expired, the Department or the Provincial Government shall

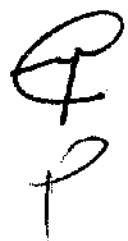


conclude a long term lease agreement with the Phumelela Municipality in order to lease the land from the Phumelela Municipality for the establishment of the project.

63.2.4 During September 2012, the then Premier of the Free State Province, Mr E S Magashule assigned the authority in terms of section 5 of the Free State Land Administration Act, 1998 to consider and sign the proposed agreement between the Department and the Phumelela Municipality regarding the assignment of the municipality's rights and obligations in terms of the rental agreements to the Department, more specifically to the MEC, Mr M J Zwane. Thereafter, the MEC, Mr M J Zwane assigned such authority to me.

63.2.5 As a result of the aforesaid delegations, I signed the relevant agreements which was concluded with the Phumelela Municipality thereafter.

63.2.6 It needs to be mentioned that the Department and the Office of the Premier also involved the Provincial Government's legal services to advise the Department and the Office of the Premier in respect of the conclusion of the necessary agreements between the Department and the Phumelela Municipality regarding the land. I therefore did not act in own accord in concluding any of the agreements with the Phumelela Municipality in respect of the land. I have signed the necessary agreements after having received the approval from either EXCO or the MEC: Agriculture and after having been given the delegation of



authority as referred to above. In this regard, I also refer the Commission to the notice in terms of Rule 3.3 in respect of the evidence of Mr AJ Venter regarding the said agreements.

63.3 Rule 3.3 Notice: W Basson

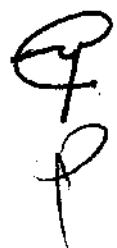
63.3.1 Apart from the facts as set out above, I do not have any further knowledge of the allegations which are set out in Mr Basson's affidavit and his involvement, meetings or discussion with Mr Prasad or any of the employees of Estina.

63.4 Rule 3.3 Notice: S J van Schalkwyk

63.4.1 As mentioned above, the allegations to Mr Schalkwyk's affidavit dated 8 December 2017 are substantially the same as the allegations in his affidavit to the POCA application. I have already dealt with the substance of the allegations in my answering affidavit and my 2017 affidavit.

63.4.2 I deny the allegations contained in Schalkwyk's affidavit in so far as the allegations are inconsistent with the content of this affidavit, my answering affidavit and my 2017 affidavit.

63.4.3 I expressly deny that I was involved in a series of irregularities or acts of criminality regarding the Vrede Dairy Project, or in any other manner whatsoever.



63.5 Rule 3.3 Notice: D Cele

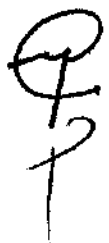
63.5.1 I have already dealt with the allegations made by Mr Cele which are relevant and applicable to me, as well as the content of ENS's report in my answering affidavit, my 2017 affidavit and herein above.

63.5.2 I deny the allegations made by Mr Cele in so far as the allegations are inconsistent with the allegations set out herein, as well as my other affidavits.

63.6 Rule 3.3 Notice: M M Ncongwane

63.6.1 It is indeed correct, as stated in paragraphs 9 and 10 of Mr Ncongwane's affidavit, that a meeting was held early 2012 at Vrede, which I also attended.

63.6.2 It is also correct that, as stated by Mr Ncongwane in paragraph 22 of his affidavit, none of the beneficiaries ultimately benefited from the project, but some community members worked at the dairy farm, no one was taken to India for training and that nobody has received any cattle from the Provincial Government. I however do not have knowledge of "a choir that was supported by Mr Zwane" travelling to India. I have already explained my visit to India herein above.

63.7 Rule 3.3 Notice: E M Dlamini

63.7.1 Save to state that it was from the onset the intention to allocate 51% of the shareholding in the project to the beneficiaries of the project and that it was the intention to establish at least 100 dairy farmers in terms of phase 3 of the Vrede Dairy Project and to provide them with dairy cows. I do not take issue with the remainder of the allegations contained in Mr Dlamini's affidavit in so far as the allegations are not inconsistent with the allegations set out herein and in my other affidavits.

63.7.2 It needs to be mentioned that the Imbizo at Frankfort, as referred to in paragraph 18 of his affidavit, was called by the Minister during the process of the investigations into the Vrede Dairy Project. I however did not inform the meeting that I "would sort things out". I indeed mentioned that their concerns would be addressed, meaning that it will be addressed in during the pending investigation.

63.8 Rule 3.3 Notice: A J Venter

63.8.1 I have already dealt with the substance of the allegations contained in Mr Venter's affidavit in so far as it relates to me and the agreements which were concluded with the Phumelela Municipality and Estina.

63.8.2 The Department, and if not mistaken EXCO and/or the Office of the Premier, indeed requested assistance and advice from the Department of Legal Services regarding the various agreements, as referred to by Mr Venter. I am unfortunately unable to deal meaningfully respond to


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the specific allegations made by Mr Venter and with the specific advice and recommendations which Legal Services gave because I do not have access to the relevant records.

63.8.3 The agreement with Estina was cancelled after The National Department of Agriculture, Forestry and Fisheries informed the Department that it is withdrawing the funding from the project.

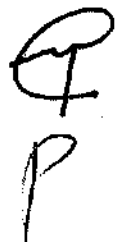
63.8.4 Thereafter, an agreement was concluded with the Free State Development Corporation (*the FDC*) to take over the management of the project.

63.8.5 I deny the remainder of the allegations contained in Mr Venter's affidavit in so far as the allegations are inconsistent with the content of this affidavit as well as my other affidavits.

63.9 Rule 3.3 Notice: R Jankielsohn

63.9.1 I have already dealt with the substance of the allegations as set out in paragraphs 18.1, 18.4, 18.21, 18.25 and 18.46 of Mr Jankielsohn's affidavit herein above as well as in my other affidavits.

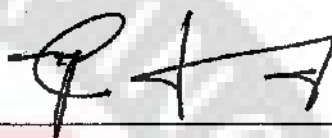
63.9.2 I deny the remainder of the allegations contained in his affidavit in so far as the allegations are inconsistent with the content of this affidavit as well as my other affidavits.


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CONCLUSION

64. I believe that the information as set out herein, read with my other affidavits, sufficiently addresses the matters as set out in the Commission's notice and that it will be of assistance to the Commission in its inquiry into the Vrede Dairy Project.

65. This is all that I wish to state at this stage.



MBANA PETER THABETHE


I CERTIFY that this affidavit has been sworn to and signed before me at Bwemfontein on this 05th day of **AUGUST 2019** by the abovementioned deponent who declared that he is acquainted with the contents of this affidavit and understands same, that he has no objection to taking the prescribed oath and further, that he considers the said oath as binding on his conscience, which oath was properly taken by me, as required by law.



PORTIA MITANI
2048948-0
CONSTABLE
COMMISSIONER OF OATHS

FULL NAMES : PORTIA MITANI
ADDRESS : 02 PARKROAD (A.P.S) WILLOWS,
CAPACITY : CONSTABLE
AREA : Bwemfontein

SOUTH AFRICAN POLICE SERVICE
COMMUNITY SERVICE CENTRE
PARK ROAD
2019 -08- 05
PARKWEG
GEMEENSKAP DIENSSENTRUM



**THE FREE STATE HIGH COURT, BLOEMFONTEIN
REPUBLIC OF SOUTH AFRICA**

CASE NO:

In the *ex parte* application of:

**THE NATIONAL DIRECTOR
OF PUBLIC PROSECUTIONS**

APPLICANT

Application in terms of Section 38 of the Prevention of Organised Crime Act, Act 121 of 1998, concerning certain Property listed in "Annexure A".

FOUNDING AFFIDAVIT

I the undersigned,

MOTLALEKHOTSO KNORX MOLELLE

do hereby state, under oath, the following:

1.

The facts contained herein are within my personal knowledge, save where indicated otherwise or the context indicates otherwise, and to the best of my belief true and correct.

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2.

- 2.1 I am the Acting Special Director of Public Prosecutions in the Republic of South Africa. I have been duly appointed as such in terms of the National Prosecuting Authority Act, No.32 of 1998 ("the NPA Act").
- 2.2 I am the functionary referred to in Section 1 of the NPA Act, which is under the control of the National Director of Public Prosecutions, as contemplated in Section 1(1) of the Prevention of Organised Crime Act, No.121 of 1998 (the POCA).
- 2.3 I have been duly authorised by the National Director of Public Prosecutions to bring this application on his behalf.

3.

THE APPLICANT

The Applicant is the National Director of Public Prosecutions duly appointed in terms of Section 179(1) (a) of the Constitution of the Republic of South Africa, 1996 with offices at No.123 Westlake Avenue, Hartley Weaving, Silverton, Pretoria ("the Applicant").

4.

THE PRESERVATION OF PROPERTY ORDER

- 4.1 This is an application for a preservation of property order in terms of Section 38 of the POCA.
- 4.2 The application relates to certain property referred to in Annexure "A" of the Notice of Motion (hereinafter referred to as the *property*).

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- 4.3 The purpose of this application is to prohibit any persons, subject to such conditions and exceptions as may be specified in the order, from dealing in any manner with any property.
- 4.4 The order that is sought from this Honourable Court, *inter alia*, seeks:
- 4.4.1 to prohibit any other persons from dealing in any manner with any of the property, whether such property is held directly or indirectly by them;
 - 4.4.2 to compel the surrender of the property to the *Curator Bonis*.
 - 4.4.3 to compel full and proper disclosure of information and documents pertaining to the property, to the *Curator Bonis*; and
 - 4.4.4 to ensure that the property is preserved pending the determination when an application for a forfeiture order would be made in terms of Section 48 of POCA.

5.

JURISDICTION

- 5.1 In so far as it has been identified, as listed in "Annexure A", the property is located within the area of jurisdiction of this Honourable Court I submit that this Honourable court has jurisdiction to hear this application.
- 5.2 With regard to any such further property as may be identified elsewhere and beyond the physical boundaries of this Honourable Court's jurisdiction, I submit that this Honourable Court does have the jurisdiction over such property for the following reasons;
- 5.2.1 the cause of action giving rise to this application arose out of this Honourable Court's jurisdiction; and

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5.2.2 the balance of convenience favours this Honourable court to have jurisdiction over any such further *property* as may be identified beyond the physical boundaries of its area of jurisdiction.

5.3 I accordingly submit that this Honourable Court does have jurisdiction to here such application.

6.

6.1 In terms of Section 38(1) of POCA, the National Director may by way of *ex parte* application apply to a High Court for an order prohibiting any person, subject to such conditions and exceptions as may be specified in the order, from dealing in any manner with any *property*.

6.2 In terms of Section 38(2) the High Court shall make an order referred to in subsection 1 if there are reasonable grounds to believe that the *property* concerned;

6.2.1 *is an instrumentality of an offence referred to in Schedule 1; or*

6.2.2 *is the proceeds of unlawful activities.*

6.3 In terms of Section 38(3) a High Court making a preservation order of *property* shall at the same time make an order authorizing the seizure of the *property* concerned by a police official, and any other ancillary orders that the court considers appropriate for the proper, fair and effective execution of the order.

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7.

THE UNLAWFUL ACTIVITIES

- 7.1 The unlawful activities are set out in the respective supporting affidavits of Samson John Schalkwyk (Schalkwyk) and Nkosiphendule Mradla (Mradla). The said affidavits are filed herewith in support of this application.
- 7.2 I have read and had regard to the respective affidavits by Schalkwyk and Mradla. On the basis of the evidence contained in the Schalkwyk and Mradla's respective affidavits, I submit that the *property* is the proceeds and instrumentality of unlawful activities; namely the fraud, theft and corruption and money laundering.
- 7.3 With specific reference to the respective affidavit by Schalkwyk and Mradla I shall provide a brief summary of the factual and legal basis upon which this application is being sought.

B.

Schalkwyk's Evidence

I shall brief briefly set out the findings of Schalkwyk's investigations hereunder as follows;

- 8.1 Estina's appointment for the establishment and management of the Free State Dairy Project was preceded by several irregularities including the deliberate and fraudulent disregard of the Department's prescribed SCM processes;
- 8.2 Several Department officials had colluded with Estina in fraudulently circumventing the Department's SCM processes to the benefit and advantage of Estina in one or more of the following ways;

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- 8.2.1 No proper research and feasibility study was done to establish the necessity for the project and its viability. The project was neither planned nor budgeted for;
- 8.2.2 No competitive bidding process was followed by the Department none whatsoever. The Department failed to solicit bids from other competitive bidders to test the market. Estina's appointment was based on the HoD's informal research (internet research) and informal visit to India;
- 8.2.3 Estina's bid and appointment was based on material fraudulent misrepresentations regarding the nature and extent of the services they intended to deliver;
- 8.2.4 No assessment of Estina's ability and capacity to undertake the project was done and Estina did not have any capacity including any demonstrable track record of handling such projects;
- 8.2.5 Despite Estina receiving a total payment of R220 202 652-00 from the project, Estina failed to deliver the goods and or render any services.
- 8.2.6 The Department failed to hold Estina accountable for the funds paid to it in one or more of the following ways;
- 8.2.6.1 failed to ensure that the funds were used for their intended purpose; and
- 8.2.6.2 failed to compel Estina to perform and deliver the goods and services as per agreement;
- 8.2.6.3 failed to recover the funds when it became apparent that Estina had failed to deliver

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9.

Based on the finding of his investigations, Schalkwyk makes the following submissions;

- 9.1 that Estina's appointment was null and void because proper procurement processes were not followed and consequently that the appointment was null and void;
- 9.2 that Estina was thus never entitled to any payment of R220 202 652.00 by the Department and that in the circumstances the amount constitutes the proceeds of unlawful activities.
- 9.3 that the nature and extent of the aforesaid irregularities, including fraudulent circumvention of the SCM processes and related criminal acts would have had, amongst others, the following consequences for the Department;
- 9.3.1 they deprived the Department from effectively testing the market to secure the most competitive bids for goods to be supplied and or services to be rendered;
- 9.3.2 prevent the Department from effectively getting the best value for money in respect of goods supplied and services rendered;
- 9.3.3 exposed the Department to serious irregularities that would have resulted in substantial financial losses and further including wasteful expenditure in contravention of the PFMA and related prescripts.

10.

On the basis of the findings of Schalkwyk's evidence, I make

the following submissions:

- 10.1 The procurement of Estina's service was for public purposes and was a public function involving the use of public funds.
- The said procurement was required to be done in accordance with the principles of public procurement set out in section 217(1) of the Constitution of the Republic of South Africa 108 of 1996 (The constitution) and section 38(1) (a) (iii) of the Public Finance Management Act 1 of 1999 (the PFMA) and sections 16A3.2 and 16A6 of the Treasury Regulations (Treasury Regulations).
- 10.2 Estina's appointment did not comply with the above requirement. The entire project including Estina's appointment was in breach of the principles of fairness, equity, transparency and competition required by section 217(1) of the Constitution as well as the contravention of the PFMA and Treasury Regulations.
- 10.3 As is evident from Schalkwyk's evidence there was gross non-compliance of the SCM prescripts. Amongst others, no competitive bidding process was followed whatsoever and Estina had an improper and unfair advantage because no other bidders were approached to submit bids.
- 10.4 The entire appointment favoured Estina to the detriment of the Department and other prospective service providers. The said bid and appointment was accordingly null and void *ab initio*.
- 10.5 Consequently Estina's appointment was not lawfully entitled to any payment from the Department. The said payment R220 202 652.00 was therefore constituted the proceeds of unlawful activities.

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11.

Mradla's evidence

I now briefly deal with Mradla's evidence, which can be summarized as follows;

11.1 that over a 29 month period commencing April 2013 to 18 May 2016, the Department made 7 payments to Estina to the total amount of R220 202 652.00 in respect of services purportedly rendered;

11.2 that the said payment was made into Estina's two bank accounts as follows;

11.2.1 a total amount of R113 950 000.00 into Estina's Standard Bank A/c No. 3100664860; and

11.2.2 a total amount of R106 252 652.00 in Estina's First National Bank A/c 62505753906.

11.3 that immediately upon the said funds being paid into the aforementioned Estina's aforementioned accounts, several large payments were made to several entities and individuals as follows;

11.3.1 R40 737 080.00 million was paid to Gateway Pty Ltd.

11.3.2 R43 392 680.00 was paid to an entity known as Vargafield Pty Ltd, whose Director is an Indian national with a residential address in Dubai. The said entity had no apparent business history. On or about 2016 the said entity applied for voluntary liquidation;

11.3.3 R110 450 000.00 was paid to the bank of Baroda A/c no. 1454095326;

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- 11.3.4 R10 000 000.00 to Atul Gupta;
- 11.4.5 R14 600 000.00 to Oakbay Investment Pty Ltd;
- 11.4.6 R21 200 000.00 to Aero haven;
- 11.4.7 R19 000 000.00 to Stanlib Bedford Gard;
- 11.4.8 R60 000 000.00 to VLRS Investments;
- 11.4.9 R6 000 000.00 to West Dawn Investments;
- 11.4.10 R4 500 000.00 to Uxolo Diamond Cutting;

12.

Mradia's analysis of the aforesaid payments is as follows;

- 12.1 that the bulk of the payments received by Estina were paid to several related entities and individuals that did not appear to have any legitimate business relationship with Estina and its core business;
- 12.2 several of the said entities did not appear to have any apparent legitimate history of being in business and there was further no indication that the payments were made in respect of legitimate goods and services rendered to Estina;
- 12.3 some of the said entities did not have any apparent legitimate history of being in business and there was further no indication that the payments were made in respect of legitimate goods and payments; and
- 12.4 the totality of the said business transactions did not demonstrate any significant activity of either establishing and or managing a dairy project or conducting the business of a farm;

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12.

THE PROCEEDS AND INSTRUMENTALITY OF UNLAWFUL ACTIVITIES

In terms section 38 (2) (a) and (b) this honourable court shall make a preservation order if there are reasonable grounds to believe that the *property* concerned is an instrumentality of an offence referred to in Schedule 1 or is the proceeds of unlawful activities.

13.

Proceeds of Unlawful Activities

13.1 On the basis of the totality evidence contained in Schalkwyk and Mradla's respective affidavits, I submit that the entire payment of R220 202 652.00 made by the Department to Estina constitutes proceeds of crime.

13.2 My submission in this regard finds support in the following:

13.2.1 The Department's appointment of Estina as a service provider was unlawful in that it was made in contravention of Section 217 of the Constitution, the PFMA and related Treasury regulations;

13.2.2 The said appointment was clearly preceded by a series of false and fraudulent misrepresentations including the circumvention of the Department's SCM processes;

13.2.3 despite the payment being made to Estina, no value for money or benefit passed on to the Department and or its intended beneficiaries;

13.2.4 No credible explanation or justification can be exist for appointing Estina, which had little or no farming or related

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farming experience and related capacity to undertake a project of that magnitude;

13.2.5 the funds paid by the Department to Estina were siphoned out to several related entities and individuals and in circumstances where there was never an intention to give any value in return to Estina or the beneficiaries of the said project.

13.3 I further submit that if one takes due regard to the circumstances under which the entire Vrede Dairy project was initiated, then it becomes evident that the intention could never have been to ensure successful and sustainable implementation of the project.

13.4 In this regard there was no apparent indication of any effort on the part of both the Department and Estina to put control mechanisms in place to ensure that the funds are used for their intended purpose or alternatives that the losses are recovered.

13.5 All indications from the findings of the investigations are that Estina's appointment was pushed through at great costs and that it was identified as the preferred bidder from the outset without any attempt to first test the market. Little or no effort was made to test the market by finding other competitive bids.

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14.

Instrumentality of an offence

- 14.1 I submit that the totality of the Schalkwyk's and Mradia's evidence points out to a well-orchestrated plan by Estina and its related entities and individuals and the identified Department officials, designed and intended to effectively swindle the Department of the very funds in question.
- 14.2 From the inception of the said project up to the point of payment of the funds, there was apparent collusion between the role players that was evident by the flagrant disregard of the SCM processes, which amongst others involved false and fraudulent misrepresentations.
- 14.3 I submit that the haphazard manner in which the project was initiated, the gross irregularities occasioned by Estina's appointment as a service provider, Estina and the Department's glaring failure to ensure that the funds are properly accounted for and the failure to put in place, preventative or corrective measures to prevent the financial losses, clearly demonstrate the ultimate intention of the role players, namely to drain Department of the very funds it could ill afford to waste.
- 14.4 I submit that it is evident that the entire Project including the very land on which was located, were merely part of the necessary packaging that was required to achieve the ultimate aim and objective of swindling the Department of the funds. The respective parties worked jointly and setting up the project at all costs with the ultimate purpose of forcing the Department to make financial commitments in a business idea that was in clear failure from the outset.
- 14.5 Based on the above, I submit the entire Project was a mere facade right from the outset that was aimed at providing a veil of legitimacy to what was evidently a scheme designed to defraud and steal monies from the Department.

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14.6 In the circumstances, I submit that entire Project including the land it was located on were instrumentalities of the evident theft, fraud and money laundering.

15.

EX PARTE AND IN CAMERA

- 15.1 I submit that section 38(1), read with section 74, of the POCA, entitled to the Applicant to approach this honourable court on an *ex parte* basis and for the hearing to be held *in camera*.
- 15.2 I submit that the express provision made for *ex parte* proceedings under section 38 is based on the Legislature's recognition that there is an inherent need to proceed without notice in applications for preservation orders.
- 15.3 Further, that the structure of Chapter 6 of the POCA is geared towards allowing in general for an initial *ex parte* order to secure assets, with any opposition to be dealt with after this initial objective has been achieved.
- 15.4 Furthermore if the Applicant were to proceed on notice there is a real risk that the property might be disposed of, transferred or sold to innocent third parties. Once the *property* is transferred to a third party it becomes impossible to use the provisions of POCA to retrieve it if the transferee is an innocent party who bought the property for value.
- 15.6 I respectfully submit, therefore, that it will only be in unusual circumstances that an *ex parte* application for a preservation order will be inappropriate. My submission is that no such circumstances exist in this case.

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15.6 In particular, I submit that, despite the *ex parte* nature of the present application, the provisions of the POCA and of the order that is sought from this honourable court sufficiently safeguard the principle of *audi alteram partem*. This matter is dealt with in greater detail below.

16

GROUNDS FOR URGENCY

- 16.1 As is evident from the foregoing the substantial portion of the subject matter of this application is the total amount of R220 202 652.00 that was unlawfully paid in and out of the Estina bank account.
- 16.2 The said amount was paid into several bank accounts including offshore accounts, held by identified entities and individuals. Mradla's evidence shows that the funds were essentially siphoned out of the Estina's bank account and laundered through a several bank accounts held by the aforesaid persons and entities.
- 16.3 A substantial portion of the said funds were located in several bank accounts held with the bank of Baroda, which accounts are held by a group of related entities and individuals;
- 16.4 There is a pending High Court application by the bank of Baroda for the closure of the said accounts. The said application was triggered by, amongst others, the Financial Intelligence Centre and other commercial banks raising suspicion about the legitimacy of the said transactions;
- 16.5 The indication is that the said matter will be in court for hearing on or about 7 December 2017. Should the Bank of Baroda succeed in its bid for the foreclosure of the said accounts, then there is a real likelihood of the said funds being moved or dissipated to off shore accounts in jurisdictions which South Africa does not

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have any Mutual Legal Agreement (MLA) protocols for the repatriation of the said funds, thus defeating the very purpose and objective of this application;

- 16.6 The identified role players appear to have extensive presence and footprint in several jurisdictions where the some of the said offshore entities and accounts are located. This may thus make the repatriation of the said funds impossible.

17.

- 17.1 On the basis of the above, I submit that there exists a reasonable apprehension that the property may well be dissipated.
- 17.2 I accordingly submit in the circumstances, that the matter is of sufficient urgency to justify this Honourable Court from dispensing with the normal rules and allowing it to be heard as a matter of Urgency
- 17.3 Wherefore I ask this this matter be heard on an urgent basis in terms of Rule 6(2) of this Honourable Court.

18.

APPOINTMENT OF CURATOR BONIS

- 18.1 In terms of section 42 (1) (a) of the POCA, this honourable court is authorised to appoint a *curator bonis* to take control over the property placed under a preservation order.
- 18.2 I submit that in view of the nature of the relief being sought by the Applicant and the nature of the property being sought, it will be proper and necessary that a *Curator Bonis* is appointed with the view of giving effect to the relief sought by the Applicant.

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- 18.3 Eugene Nel has indicated his willingness to act in this capacity as appears from annexure MKM1, which is a copy of a letter received from him in this respect.
- 18.4 I submit that his expertise is of such a nature that the interests of all parties will be safeguarded by his appointment as curator in this matter.
- 18.5 I accordingly request that this honourable court appoint Eugene Nel of the company Vesticraft, Suite 8, Second Floor, Block C Town Bush Office Park, 460 Town Bush Road, Montrose, Pietermaritzburg as a *curator bonis* in this matter.

18.

PROVISION OF THE AUDI ALTERAM PARTEM RULE

- 19.1 I submitted that granting the preservation order *ex parte* does not deprive persons who have a legal interest in the property concerned of the opportunity to have their opposition heard and from safeguarding their interests during the operation of the order.
- 19.2 During the operation of a preservation and seizure order, anybody with an interest in the property concerned may apply to the High Court for rescission or variation of the preservation and seizure order in terms of section 47 of the POCA.
- 19.3 In addition to the specific provisions in the POCA, it is submitted that the honourable court also has a wide discretion in regulating its own processes and to ensure that any interested party who wishes to contest the granting of the preservation order, can do so.

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- 19.4 In the present matter, in order to provide any interested party with the opportunity to challenge the preservation order, a prayer for reconsideration is included in the draft order to the notice of motion.
- 19.5 I submit that this provision ensures that interested parties may be heard despite the initial *ex parte* granting of the order, and that it is compatible with the overall structure of the procedure set out in Chapter 6 of the POCA read with the rules of the High Court and the law relating to the inherent jurisdiction of the court.
- 19.6 In addition to the safeguards set out above, I draw this Honourable court's attention to the fact that Chapter 6 of the POCA establishes a two-stage asset forfeiture mechanism. The preservation order is only the first stage in these proceedings, with the second phase involving an application to this court for a forfeiture order.
- 19.7 I further draw this honourable court's attention to the fact that the POCA also contains a number of provisions safeguarding the interests of those who claim to have a legitimate interest in the property. The POCA provides such persons with sufficient opportunity to participate in the subsequent forfeiture proceedings and to oppose the granting of a forfeiture order, or to seek an order excluding their legitimate interests in the property from forfeiture. I refer this honourable court in particular to sections 39, 48(2) to (4), 52 and 54 of the POCA.

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20.

NOTICE AND PUBLICATION OF THE PRESERVATION ORDER

- 20.1 In terms of section 39(1) of the POCA, the applicant is obliged, as soon as practicable after the granting of the order, to give notice of the order to any person known to him to have an interest in the property.
- 20.2 The order, which the applicant seeks in the present application, contains the names of the persons who are known to me as possibly having an interest in the property that will be affected by the order.
- 20.3 To the best of my knowledge, all the individuals and entities referred in the Draft Order marked Annexure A, as well as the Registrar of Deeds, Bloemfontein are the only persons or entities that may claim to have an interest in the property and must, in terms of section 39(1) of POCA, be served with notice of the order sought from this honourable court once such order is granted.
- 20.4 In terms of the order sought, the applicant is also directed to cause publication of the order in the Government Gazette. A copy of a notice in terms of section 39 (1) is further annexed to the order sought, marked Annexure B.
- 20.5 The terms of Annexure B is intended to draw the attention of any person who receives or reads it to the position regarding the order and what he/she should do to safeguard any interests they may have in the property.

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CONCLUSIONS

In conclusion, I respectfully submit that the factual and legal requirements for the granting of an order under section 38 of the POCA have been satisfied. I thus request this honourable court to grant an order in terms of the draft order attached to the Notice of Motion as Annexure A.



Deponent

I certify that on this 08 day of December 2017, the deponent signed the affidavit in my presence and declared that he knows and understands its contents, that he has no objection to taking the prescribed oath and that he considers the oath to be binding on his conscience.

NATIONAL PROSECUTING AUTHORITY
DIRECTOR OF PUBLIC PROSECUTIONS
FREE STATE DIVISION
2017 -12- 08
BLOEMFONTEIN
DIREKTEUR OPEENBARE VERVOLGINGE
NASIONALE VERVOLGINGSORGESAG



Commissioner of Oaths

Full Names: Faabo Johannes Nkomo
 Designation: Admin Clerk
 Area: DPP! Bloemfontein

"MPT 1.7"
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FREE STATE HIGH COURT, BLOEMFONTEIN
REPUBLIC OF SOUTH AFRICA

CASE NO:

In the *ex parte* application of:

The National Director of Public Prosecutions APPLICANT

*In re: an application in terms of Section 38 of the Prevention of Organised Crime Act,
No. 121 of 1998 concerning certain property listed in "Annexure A".*

AFFIDAVIT

I, the undersigned;

SAMSON JOHN SCHALKWYK

do hereby state under Oath and say;

1. The facts contained herein, unless otherwise stated or the context indicates otherwise, are within my personal knowledge and to the best of my belief true and correct.
2. I am a Senior Financial Investigator employed by the National Prosecuting Authority (NPA) at the Asset Forfeiture Unit (AFU) with offices situated at 1st Floor, Southern Life Building, 88 Joe Slovo Building, Durban, Kwazulu-Natal.

SSS

- 3 I have a B-Tech in Policing as well as a Diploma In Criminal Justice and Financial Investigations.
- 4 My duties as a Financial Investigator involve financial and asset investigations with the view of supporting the institution of asset forfeiture proceedings as contemplated in Chapters 5 and 6 of Prevention of Organised Crime Act 121 of 1998 (POCA).
- 5 The said investigations include, amongst others, the following:
 - 5.1. identifying and determining the value of property representing the proceeds and benefit from unlawful activity and crimes contemplated in Sections 26 read together with Section 18 of POCA; and
 - 5.2. identifying and determining property that was used and concerned as an instrumentality of an unlawful activity as contemplated in Sections 38 read together with Section 48 of POCA;
 - 5.3. examining and analysing of financial information including transactions with the view of determining the value of proceeds of crime and the benefit derived thereon; and
 - 5.4. assisting and supporting other Law Enforcement Agencies, namely various Units of the South African Police Services (SAPS) in conducting financial investigations in support criminal investigations and criminal prosecutions; and

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- 5.5. supporting the institution of Asset Forfeiture proceedings in terms of either Section 26 or 38 of POCA.

INTRODUCTION

- 6 During the course of my duties on or about 2017, I received a copy of a docket registered as Park Road CAS 200/07/2017. I investigated several allegations relating to several procurement irregularities and related criminal offences of theft, fraud and corruption, committed against the Free State Department of Agriculture and Rural Development (the department).
- 7 The said irregularities and criminal offences were allegedly committed by several individuals including government officials and entities, including but not limited to Estina (Pty) Ltd (Estina) and its related entities.
- 8 My investigations in this regard were to determine the following:
- 8.1. the unlawful activity and related criminality;
 - 8.2. the prejudice suffered by the department;
 - 8.3. the value of the proceeds and benefit derived from the said unlawful activity and related criminal activities; and
 - 8.4. to support the institution of asset forfeiture proceedings for the recovery of the proceeds and benefit from crime.

SSS

The Allegations

9. The allegations that were investigated can be summarized as follows:
- 9.1. that the department, in contravention of its procurement processes, had irregularly awarded a contract for the establishment and management of a certain project, known and referred to as the "Vrede Dairy Project";
 - 9.2. the awarding of the said contract was preceded by the several irregularities and unlawful conduct, namely the deliberate and unlawful circumvention of the department's Supply Chain Management ("SCM") processes as well as the fraudulent misrepresentations;
 - 9.3. that a result of the aforesaid irregularities and fraudulent misrepresentations, the department paid excessive amounts of monies to Estina and its related persons and entities, in respect of goods and or services that were never rendered;
 - 9.4. that several substantial transactions including payments representing fraudulent payments and proceed of an unlawful activities were made to and on behalf of several entities and individuals.

9.5. that as a result the department suffered financial prejudice in the amount of R220 202 652-00.

BACKGROUND

- 10 On or about 2012, the department launched a provincial intervention, known and referred to as the *Mohoma Mobung*, which was aimed at the revitalizing the agricultural sector in the Province through investment in several agricultural initiatives.
- 11 On or about the same date 2012 the Free State Provincial Government, purporting to act in line with the *Mohoma Mobung Strategy*, identified the need for the establishment of a dairy project in Vrede area in the Phumulela local Municipality in the Free State Province.
- 12 The *Vrede Dairy Project* was identified as a flagship project that was intended for the upliftment of the Vrede community through sustainable job creation opportunities.
- 13 Pursuant to the said project and on or about April 2012, Estina submitted a business proposal for the establishment and management of the Vrede Dairy Project.
- 14 On or about 5 July 2012, the department submitted a request for the approval to accept Estina's business proposal and to enter into a Memorandum of Agreement with Estina for the establishment and management of the said Project.

- 15 On the same date 5 July 2012 as the request for approval, the department appointed Estina and entered into a Memorandum of Agreement for the establishment and management of the *Vrede Dairy Project*.
- 16 Based on the abovementioned Agreement and arrangement and over a 29 months period commencing 18 April 2013 to 5 May 2016, the department paid Estina a total of R R220 202 652-00 in respect of services purportedly rendered and, or goods delivered for the establishment and management of the *Vrede Dairy Project*.
- 17 Despite the above arrangement, the Vrede Dairy Project never took off. The envisaged activities and operations never materialized to achieve the project's intended purpose and objective. A substantial portion of the funds were diverted and misappropriated and were never used for the project.
- 18 The abovementioned allegations have since become the subject of numerous investigations by several agencies such as the National Treasury, The Office of the Public Protector, the Financial Intelligence Centre (FIC) the Companies and Intellectual and Property Commission (CIPC) and the Directorate for Priority Crimes Investigations (DPCI) amongst others. The said allegations have further been the subject in various media platforms, both the print media in the form of several newspaper articles and as well as electronic media.

INVESTIGATIONS

- 19 During the course of investigations, I had regard to and perused several documents and records including forensic investigation reports and articles relating to the aforementioned allegations and subject matter.
- 20 I shall now deal, in detail, with my investigations of the events and circumstances leading to the following;
- 20.1. the Vrede Dairy project being identified as a flagship project;
 - 20.2. the appointment of Estina as the service provider to establish and manage the Vrede Dairy Project; and
 - 20.3. the payments made to Estina in respect of the Vrede Dairy Project and the goods
 - 20.4. delivered and or services rendered to or on behalf of Estina.
- 21 I shall now set out hereunder my investigations and the findings thereof. I make mention, as will appear more fully hereunder, that the findings of my investigations include and incorporate information and documents used and referred to in other enquiries and investigations by the respective agencies referred to in paragraph 18 above.

Investigations by National Treasury

- 22.1. On or about August 2013, the National Treasury commissioned an investigation to determine the nature and extent of the aforementioned

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allegations. ENS Forensics (ENS) was appointed to assist in the said investigations.

22.2 I attach hereto marked, "SJS 1", a forensic Report by ENS which sets out the factual findings of the said investigations.

The Vrede Dairy Project

23 As will appear from the paragraphs 1 and 2 of the ENS report (Executive Summary) the department played an instrumental role in identifying the Vrede Dairy Project as a flagship project.

24 On or about March 2012 a certain Mbana Peter Thabethe (Thabethe) was appointed as the department's HoD.

25 The said Thabethe was tasked to establish and oversee the execution of the Vrede Dairy Project.

26 Thabethe identified the Vrede Dairy Project as a flagship project.

Interview with Thabethe

27 Thabethe was interviewed and requested to explain the circumstances under which the department identified the Vrede Dairy Project and the process that was followed in appointing Estina as the service provider for the establishment and management of the Vrede Dairy Project.

28 His account of events can be briefly summarized as follows;

SJS 1

- 28.1 that shortly after his appointment, he became aware of a report compiled by the National Agricultural and Marketing Council (NAMC) highlighting amongst others, that the Free State Province was ranked second in terms of its suitability in dairy farming and that there was a decrease in the numbers of dairy farmers nationally;
- 28.2 that the department saw an opportunity of the province becoming a large player in the dairy industry if it found the correct location as it would benefit from the proximity of Kwazulu Natal and Mpumalanga Provinces, the idea being that KZN and Mpumalanga could assist with their dairy industries or processing of milk;
- 28.3 that he conducted research on the dairy industry and identified India, Germany and Sweden as suitable partner countries and that he subsequently discounted Germany and Sweden because they were first world countries and were too advanced;
- 28.4 that he chose India because it has similar economic conditions to South Africa and he was impressed by Paras Dairy, an Indian company producing dairy products, because it collected milk from local producers and then processed it profitably;
- 28.5 that on or about March 2012, shortly after his appointment as the department's HoD, he visited India on a fact finding mission where he visited the Paras Dairy. Paras made a presentation to him and further expressed an interest in becoming involved in South Africa;

etc A

- 28.6 that the presentation provided to him by Paras Dairy forms part of the presentation he made to the Free State Provincial Executive Committee;
- 28.7 that on or about 24 April 2012 the representatives of Paras accompanied by representatives of Estina visited the department to meet with the department's senior officials to present a joint presentation of the proposal, to the department; and
- 28.8 that he was assured by Paras's CEO during his visit in South Africa, that the alleged business relationship between Estina and Paras existed.
- Pages 7 to 10, paragraphs 2.2.1 to 2.2.13 of the report.*
29. As will appear from paragraphs 2.2.7, Thabethe was requested to provide supporting documentation to the research he conducted in identifying a suitable partner. He was unable to provide such documents, instead, he indicated that he conducted research on the internet and could provide the website addresses he had accessed during his research. Despite the said request, he failed to do so.
- Page 8, paragraph 2.2.7 of the ENS report.*
- 30 Thabethe was further requested to provide proof that Paras were part of the joint presentation, during the visit. Despite his undertaking that he would provide such proof, Thabethe failed to provide the required proof.

31 As is further evident from paragraph 2.2.15 of the report Thabethe was further requested to provide the details of the Para's CEO, who was allegedly part of the team that presented the proposal to the department in South Africa. Again, despite his undertaking to do so, he failed to provide such details.

Page 10, paragraph 2.2.15 of the ENS report

Estina's Business Proposals

32 From the body of documents obtained from the investigations, there appears to be at least three documents that purported to be Estina or Para's business proposals. *Pages 10 – 11, paragraphs 2.2.14 and 2.2.16 of the ENS report.* (Exhibit 4, 5 and 6 of the ENS report)

Exhibit 4 of the ENS Report

33 I provide hereunder a brief description of the some of the contents and features of the said documents, as follows;

33.1 *the cover page is, titled "Vision and Mission" states, amongst others the following;*

- *"Our Vision is to create a large scale integrated self- sustainable Dairy Project in the Free State Province to benefit black farmers;*
- *Our mission is to build a self- sustainable business model that will;*
- *Open up employment opportunities for black farmers at grass- roots level; and*
- *Fuel economic growth in the Province.*

- *We are committed to our values of Trust, Honesty and Integrity as the core of our approach to business.*

33.2 The second page, titled "Company Profile" contains, amongst others, the following representations;

- In operation since 1960 – 51 years of experience;
- one of the leading milk processing plants in India
- biggest private milk processors in India; and
- Estina is the local representative company which has been appointed by Paras to engage with the department on the Vrede Project.

34 The tenth page is titled "Vrede Dairy Project – High Level Outline" states amongst others, the following;

- **Dairy Infrastructure**
- **Land – Identified at Vrede**
- **Cattle – 500 cattle / Dairy Cows to be donated;**
- **Infrastructure – Dairy Parlour/Feed Storage/feedlot land cultivation for feed.**

35 **Community Dairy**

- Identify 100 members of the Community who will receive 5 cows each.
- Community milking centres to be set up with easy access to members;
- Members will have access to feed, Vet services and Training;
- Members will be paid for milk from the cows donated to them.

36 Processing Plant

- State of the Art ISO 9001 – 2000 and HACCP Certified Facility to be set up.
- Initial Processing capacity of 100 000 litres per day;
- Initial targeted milk intake of 40 000 litres per day.
- Products to include liquid milk, Cheese and other products.

37 Product Marketing & Sales

37.1 Products will be marketed "Mohoma Mobung"

37.2 Aggressive marketing campaigns using celebrities and Sports Icons as brand ambassadors.

37.3 Supply of bulk milk to hospitals and UHT Milk to schools.

38 The fourteenth page, titled Management & Financial Model – High states amongst others, the following representations;

38.1 Management

- the shareholding company will be structured according to the Agr-BEE stipulated by government.
- Estina will be responsible for project implementation.
- Estina/ Paras will also be responsible for the operational management of the project during its life cycle.

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39 Deployment Model

- *It is envisaged that the project will be split into two phases.*
- *Phase 1 will involve the deployment of the Dairy & Community Dairy Projects and it is expected to be complete within 1 year of commencement.*
- *Phase 2 will involve the deployment of the processing plant and is expected to be complete within 2 years of commencement;*

40 Financial Model

- *The total cost of the project is estimated at R500 million;*
- *The initial investment for the establishment of the Dairy will be through government funding;*
- *The investment for the establishment of the processing plant will be funded by Estina/Para.*
- *Government is requested to commit financially on the operations of the Dairy over a period of 5 years.*

41 Exhibit 5 of the Report

- 41.1 *The contents of the said documents are identical and can be summarized as follows;*
- 41.2 *Paragraph 1 of the said document, titled Preamble contains, amongst others the following representations;*
- 41.3 *"The Department of Agriculture and Rural Development, in line with the vision of the "Mahoma Mobung" initiative, has identified the implementation of a Dairy Project in Vrede as its flagship Project.*

- 41.4 *To this end the DOA has recently commissioned a detailed study which validates the implementation of such project.*
- 41.5 *The DOA subsequently commissioned a high level team to visit India, the largest milk producer in the world, to explore the possibilities of attracting investments in this area;*
- 41.6 *The department met with PARAS Dairy, the largest private milk producer in India and have agreed in principle to work with them on this prestigious project;*
- 42 Paragraph 2 Titled the **"Executive Summary"** states, amongst others, the following;
- 42.1 *Estina Pty Ltd is proud to inform the Department of Agriculture and Rural Development that it has signed a Memorandum of Understanding with Paras Dairy, the largest private milk producer in India, to depty a flagship project in Vrede.*
- 42.2 *The agreement covers setting up of dairy plants to produce milk and related dairy products In South Africa.*
- 43 Paragraph 4, titled **"Detailed Project costing for a large scale Dalry Unit"** provides for what appears to be a detailed projected costing for the dairy plant, which states amongst others, that R500 million for capital injection/IP/Equipment

would be sourced from Estina/ Paras and R500 Million in grants would be sourced over a five year period from the department.

44 Paragraph 6 titled *Business Model*, states, amongst others, the following:

44.1 *"In line with the Agri BEE business norms stipulated by government, Estina proposes that a new Special Purpose Vehicle (SPV) be created in which Estina will hold 49% shares while the remaining 51% shares will be distributed to at least three selected Grant recipients.*

44.2 *Estina will provide the required capital injection as well as the technical know how, which will be provided by Paras.*

44.3 *Estina will endeavour to fund the entire project itself and is requesting government to commit to an annual grant of R100 million per year for five years to ensure that the project remains sustainable and commercially viable".*

44.4 While the aforementioned documents are identical, there were some notable differences in some of the aspects of the contents and they are as follows;

44.5 Exhibit 4 of the ENS Report states the proposed budget as is R500 million (excluding VAT) and R570 million (including VAT), further stating that the department is responsible for contributing R342 million to the project and Estina R228 million.

- 44.6 Exhibit 5 of the ENS Report was signed by one Sanjeev Gautem (Gautem) and dated 15 June 2012 while the annexure Exhibit 6) unsigned and undated.
- 44.7 Exhibit 6 of the ENS Report states that both the department and Estina are responsible for sourcing a budget of R500 million per entity.
45. On or about 5 July 2012 and pursuant to one or more of Estina's aforementioned proposals the department submitted, to the Executive Council, a request for the approval to accept Estina's proposal for the establishment and management of Vrede Dairy Project. I shall now briefly deal hereunder with the salient aspects of the said document.
46. The first page of the said document is titled **"Approval to accept the Proposal for the establishment of Integrated DAIRY in Vrede from Estina"**. Paragraph 1 of the said document titled **"Purpose"** states amongst others, the following:
- 46.1 **"The purpose is to obtain approval from Head of the Department to;**
 - 46.2 **accept the proposal from Estina/Paras with regard to the establishment of Integrated Dairy in Vrede; and**
 - 46.3 **enter into an Memorandum of Agreement with Estina/Paras to implement the integrated diary project in Vrede**
47. Paragraph 2 titled **Background** states amongst others, the following:
- 47.1 **"The department has introduced "Mothome Mobung Strategy" and "zero hunger" strategy. Therefore the identified and**

prioritised projects have been carefully analysed and selected to contribute to the Mohama Mobung strategy. In line with the value adding approach, the department has identified Thabo Mofutsanyane as a dairy hub. Vrede integrated Dairy project was identified and accepted a multi year mega project that will contribute to income generation, decent job creation and the creation of on and off farm agri-business and value chain enterprises.

47.2 *The department in consultation with Estina/Paras have identified 4,400 hectares of Municipality land in Vrede as the general location where the project can be suitably established. The Municipality have agreed to avail the land for implementation of the project. The PARAS is the largest private milk producer in India and have the technical know-how and has agreed to work with the department.*

47.3 *PARAS's involvement in milk industry will improve productivity locally, provincially, nationally and internationally. It is against this background that the department is seeking to enter into a Memorandum of Agreement with ESTINA/PARAS. ESTINA/PARAS will be responsible for the project implementation and operational management of the project during its life cycle..."*

48 Paragraph 4, titled *Financial Implication* states amongst others, the following;

48.1 *The department has set aside R30 million under Mohona Mobung in the financial year 2012/13 for this Initiative. The intended period of completion of this initiative is over a period of three years."*

Page 19 paragraph 2.2.40 Exhibit 12 of ENS Report

49 As will appear from Paragraph 8 of the said document, a recommendation was made to accept Estina/Paras proposal for the establishment of the dairy project and to further enter into a Memorandum of Agreement.

49.1 On 27 May 2012, Thabethe addressed an acceptance letter to Gautem wherein he advises the said Gautem that the department has accepted Estina's proposal subject to signing of a partnership agreement.

Page 14, paragraph 2.2.20 of the ENS report (Exhibit 7)

Agreements entered into between the Department and Estina

50 From the body of documents gathered during the course of the investigations, several documents purporting to be agreements between the department and Estina were identified and obtained. I shall deal with hereunder the said agreements.

Partnership Agreement dated 5 June 2015

51. On or about 5 June 2012, the department concluded a partnership agreement. I shall briefly deal with the said agreement and the essence of the contents thereof.

51.1 The said agreement is titled *"A Partnership Agreement between the Department of Agriculture and Estina in relation to the implementation of a Dairy Project at Vrede, through a Special Purpose Vehicle (SPV) created to fulfil stipulated Agri BEE business norms, called Zayna Investment PTY Ltd Trading as Mohoma Mobung Dairy Project (MMDP).*

52. The Preamble part of the agreement, titled "Whereas" amongst others, the following; "Whereas:

52.1 *The Department requires the provision of certain services for the purposes of implementing a Dairy Project at Vrede ("the services").*

52.2 *Estina have proposed an Agri BEE business model to the Department for the proposed Dairy Project wherein a new entity titled Mohoma Mobung Dairy Project (MMDP) will be formed, with Estina holding 49% and the Department 51% shares in MMDP).*

52.3 *"Estina will function as the Implementing Agent (IA) for MMDP and will also manage the operations of the project until the project becomes self-sustainable.*

52.4 *The IA has fully informed itself on all aspects of the work required to be performed and has submitted a commercial proposal to the Department dated May 15 2012.*

52.5 *The Department has agreed and accept Estina's offer dated 15 May 2012 for the implementing agent to execute the Project for the benefit of the Department upon the terms and conditions contained in this Agreement."*

Page 14 para 2.2.21 of the report. (Exhibit 8)

53 *Paragraph 2 of the titled, "Provision of Services" states amongst others, the following;*

53.1 *"That the IA shall execute the project in accordance with and as described in item A of Schedule 1 at a high standard of industry practice and to the satisfaction of DoA (the Department).*

53.2 *"The Implementing Agent warrants that, it, its Agents and subcontractors have the necessary expertise, experience, capacity and facilities required to perform its obligations and responsibilities in accordance with this Agreement and will use care and due diligence in the performance of the Services".*

54 *"Schedule 1 attached to the said agreement is" titled "Obligations and Services" to be performed. Part A of the said document sets out Services to be performed as follows;*

54.1 *"Setting up of an Integrated Dairy Project at Vrede in the Free State Province under the Mohoma Mobung initiative at a total project cost of R570 million as outlined in the commercial proposal of the implementing Agent.*

54.2 *Setting up of a BEE business as per the Agri BEE Business norms stipulated by the Government called Zayna Investment Pty Ltd, trading as Mohoma Mobung Dairy Project to be the beneficiary of the grants envisioned in this Agreement".*

54.3 *Phased investment of R228 million (the implementing Agent) in the Project based on a total projected investment of R570 Million (Rands Five hundred and seventy million) Including VAT; and*

54.4 *Phased Implementation of the above Dairy Project based on an initial Grant of R30 000 000 (Rands Thirty million) by the department and a total Grant of R342m (Rands Three hundred and forty two million) Including VAT over a period of between two to three years.*

55 *Part B identifies the high level outcomes as follows;*

55.1 *Procure and facilitate the distribution of Cows to members of the community who will be identified by the Department.*

55.2 *Procure and set up a Dairy farm at the location in Vrede identified by the Department;*

55.3 *setting up milk procurement centers at various district levels to enable creation of a procurement base for milk producers and farmers;*

55.4 *the processing of raw milk collected at the Centres into packaged milk and other indigenous products such as clarified butter, Yogurt, cheese etc.*

56 *Section D, titled Fees, Allowances and Assistance, state as, amongst others, the following;*

56.1 **Grant** *The grant payable to the beneficiary, Mohoma Mobung Dairy Project, by the Department shall be based on the Commercial proposal submitted by the Implementing Agent.*

56.2 **Payment Terms** *Transfer against the initial grant amount for the kick start of the project, amounting to R30 000 000.00 (Rands Thirty million only) Including VAT will be made by the Department to the Implementing Agent as an advance upon signing of this Agreement.*

57 *The balance of the Initial Grant amount will be made to the beneficiary, Mohoma Mobung Dairy Project and will be within 30 days of completion of the monthly Project milestone and sign off by the Project Office.*

Total Grant Payable under Contract

58 *The total amount payable to the beneficiary under this Agreement over a two to three year period shall not exceed R342 000,000.00 (Three hundred and forty two million Rands only) including VAT will be made by the Department to the Implementing Agent as an advance upon signing of this Agreement.*

59 *The initial grant amount for the first year of operation shall not exceed R114, 000 000-00 (One hundred and fourteen million Rands only) including VAT.*

Payment Arrangements

60 *Both, the implementing Agent and the beneficiary will open individual dedicated bank accounts for payments related to this project and will intimate the same to the Department.*

61 *The initial transfer payment of R30 000,000.00 (Thirty million Rands only) shall be paid to the account of the Implementing Agent Estina Pty Ltd.*

61.1 *The said agreement was signed by Gautem on 5 June 2012 on behalf of Estina and by Thabethe on 7 June 2012 on behalf of the department.*

Agreement dated 5 July 2012

62 *On 5 July 2012, the department entered into an agreement with Estina for the establishment and management of the Vrede Dalry Project. I shall now briefly deal with the salient features and contents of the said agreement.*

62.1 *Paragraph 2 titled Recordal, states amongst others, the following;*

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It is recorded that;

62.1.1 *"The Department has met with Paras Dalry, the largest milk producer in India who have the technical know how and has the rights to Internationally brand names and has agreed to work with the department".*

62.1.2 *"Estina is the counterpart of Paras Dalry In South Africa and is therefore sole provider who can execute the project."*

62.1.3 *"Estina is willing and able to execute the project (as defined in clause 3.1 hereunder) and has the necessary experience and expertise in connection herewith".*

63 *Paragraph 6 titled Obligations of Estina, states amongst others, the following;*

63.1 *"Estina shall in Phase 1, perform the obligations mentioned in Annexure A by 31 December 2012. (Para 6.1).*

63.2 *"Estina shall provide a capital injection of R228 000 000 000 (South African currency". (Para 6.2).*

63.3 *"Estina ensure that the beneficiaries own 51% of the Agri BEE entity, the remaining shares belongs to Estina....) (Para 6.3).*

64 *Paragraph 8, titled, Warranties states amongst others, the following;*

"Estina warrants that-

64.1 *it is the counterpart of Paras and the sole provider for the services in the Project. (Para 8.1.1).*

64.2 *"It has the necessary resources, skills, expertise and experience to carry out the obligations in terms of this Agreement and will use reasonable care and skill in the execution of the same under this Agreement." (Para 8.1.4).*

65 Paragraph 13, titled *Payment*, states, amongst others, the following:

"The Department shall make payment as follows;

65.1 *"to Estina an initial amount of R30 million to execute Phase 1 as set out in Annexure A on signature of the last party." (Para 13.1).*

65.2 *"on certification that Annexure A has materially been complied with, as well as completion of milestones by Estina as set out in the Project Plan: Provided that advance payments may be made to Estina on properly motivated requests as approved by the department." (Para 13.2).*

65.3 *The money payable by the department during the term of this Agreement shall not exceed the amount of R 342 million including Value Added Tax (VAT) over a period of three years. To avoid doubt, the total amount of the invoices submitted throughout the terms of this Agreement shall not exceed the aforementioned amount". (Para 13.2).*

65.4 *This agreement was dated 5 July 2012 and signed by Thabethe on behalf of the department and by Gautam on behalf of Estina.*

Page 16 - 17 paragraph 2.2.30 of the ENS (Exhibit 11)

ESTINA PTY LTD (Registration Number 2008/015033/07)

- 66 According to the CIPC ESTINA was a registered on 24 June 2008 with its registered business address at 4 Oak Court, Caledon Street, Somerset West, 7129. One Anthony Last was the sole Director and director therein and the entity's core business was stated as *Business Consultant*. On or about 1 August 2008 the said Anthony Last resigned as Director.
- 67 As at that date (1 August 2008) Kamal Vasram, Id No.79062551 78080 (Vasram) assumed the sole Directorship in Estina and on or about 31 March 2011 its registered business address was changed to 111 Shimbali Sands, Sunninghill, Johannesburg 2157. I have enquired and established that prior to assuming Directorship in Estina, Vasram was the retail sales manager at Sahara Computers. I further established that he had no farming and or agricultural experience.
- 68 On or about 19 October 2012, Estina's core business was changed to *Agriculture, farming and related activities* and its registered business address and the registered business address changed to 144 Katherine Street, Block A 1st Floor, Grayston Ridge Office Park, Sandton, 2146.
- 69 On or about 1 July 2015 Vasram resigned as the director and one Soo Young Jeon (Jeon) was appointed as the sole Director therein.
- 70 On or about 4 May 2017, Estina went into applied for Voluntary Liquidation. In their statement of declaration of their Statement of Affairs, they declared as follows; that their liabilities exceed their assets by R34 200.

- 70.1 that their total assets were R10 000
- 70.2 that their total liabilities were R34 200, and
- 70.3 that their liabilities were R24 100 in excess of their assets.

71 In support of the above I attach hereto marked SJS 2, records obtained from CIPC.

PAYMENTS MADE TO ESTINA

72 Pursuant to the aforementioned agreements entered into by the department and Estina for the establishment and management of the Vrede Dairy Project, the department, over a 29 month period, commencing April 2013 and ending on 18 May 2016, made 7 payments to the total amount of R220 202 652.00 to Estina.

73 The said payments were made into Estina's two bank accounts as follows;

- 73.1 the total amount of R106 252 652.00 to the First National Bank account number 62505753906
- 73.2 the amount of R113 950 000.00 to Standard Bank account number 3100664860.

THE PROCUREMENT OF GOODS AND SERVICES

74 The procurement of goods and services in government is governed by procurement framework regulated by the Section 217 (1) Constitution of the Republic of South Africa Act 108 of 1996 (The Constitution), Public Finance Management Act PFMA Act 1 of 1999 (the PFM), Treasury regulations and related prescripts, policies and procedures.

Section 217 of the Constitution

- 75 Section 217(1) of the Constitution of the Republic of South Africa Act 108 of 1996 (the Constitution), which states "when an organ of state in national, provincial or local sphere of government, or any other institution identified in national legislation, contracts for goods or services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective".

PFMA

- 76 In terms of Section 3(1), read with the definitions in Section 1 of the Public Finance Management Act 1 of 1999 (the PFMA), this Act applies to all national and provincial government departments. The PFMA applies concerning the determination of a framework for an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost effective. This is to ensure that Government receives value for money in any procurement process.
- 77 In terms of Section 79 of the PFMA, the National Treasury may on good grounds approve a departure from a treasury regulation or instruction or any condition imposed in terms of the PFMA relating to the procurement process and must promptly inform the Auditor-General in writing when it does so. The relevant department may therefore not on its own deviate from the Treasury regulations or instruction notes.

Treasury Regulations

- 78 In terms of Treasury Regulation 16A6.1 promulgated in Government Gazette number 27388, which came into effect on 15 March 2005, procurement of goods and services, either by way of quotations or through a competitive bidding processes, must be within the threshold values as determined by the National Treasury.
- 79 In terms of Treasury Regulation 16A6.3 (d), which also entered into effect on 15 March 2005, the accounting officer must ensure that awards of contracts/tenders made subsequent to advertising are published in the *Government Tender Bulletin* and in the media where the bids were originally advertised.
- 80 Regulation 16A.8 sets out the ethical standards which must be complied with by all officials and role players in the Supply Chain Management System. *Inter alia*, the regulation requires that conflicts of interests be disclosed, that all suppliers be treated equally and that official positions are not to be used for private gain or to improperly benefit other persons.
- 81 My enquiries regarding the normal procedure for the procurement of goods and services revealed that the following:
- 81.1 **Identification of the Need:** The process is preceded by the identification of the need to procure such goods or services. In this regard a proper assessment including a feasibility study is undertaken to determine the nature and extent of the required goods and services.

- 81.2 **Bid Specification:** The next step would be to determine the nature and extent of the goods and services required. In this regard the type, quantity and quality of the required goods are determined.
- 81.3 **Invitation for bids:** Once the nature of goods and or services required has been established, invitation is extended to prospective bidders to submit their respective bids. The purpose of this is to test the market for competitive bids.
- 81.4 **Evaluation of bids:** Once the bids are received a process for evaluation of the said bids will be undertaken to determine the most competitive bid to ensure value for money.

Interview with Levy Moshoeite

- 82 I interviewed and obtained an affidavit of Mr. Levy Moshoeite (Moshoeite) relating to the procurement of goods and services by state institutions and departments. Moshoeite is the Director: Internal Control Systems Audit employed by the Department of National Treasury (National Treasury).
- 83 Moshoeite sets out in detail the Supply Chain Management (SCM) procurement framework, policies and prescripts relating to the procurement of goods and services both at Provincial and National Government. An affidavit by Moshoeite is attached hereto and marked as annexure SJS 3.
- 84 I shall now briefly deal with the contents of Moshoeite's affidavit which provides a brief framework of government procurement processes and Supply Chain Management.

- 85 Practice Note number 2 of 2005 was issued pursuant to Treasury Regulation 16A6.1. It lays down the financial threshold for the invitation of bids. This Practice provides the practice was issued and came into effect on 10 May 2005. The Practice Note stated that accounting officers/authorities should apply the following threshold values when procuring goods and services, hiring or letting anything, acquiring or granting any right or disposing of movable state property.
- 86 Above the estimated value of R200 000 (VAT included), Accounting Officers had to invite competitive bids. The bids had to be advertised in the *Government Tender Bulletin*. Should an Accounting Officer deem it necessary to ensure greater exposure to potential bidders, then in addition use should be made also of other appropriate media. This would justify advertising in the national media in appropriate circumstances.
- 87 Should it be impractical to invite competitive bids for specific procurement, e.g. in urgent or emergency cases or in case of a sole supplier, the Accounting Officer could procure the required goods and service by other means, such as price quotation or negotiations. The reasons for deviating from inviting competitive bids should be recorded and approved by the Accounting Officer or his/her delegate. The obligation to obtain quotations or to conduct negotiations is to ensure that Government is not exploited by virtue of the sole supplier or other emergency.

- 88 A list of prospective suppliers per commodity had to be compiled by the Accounting Officers inviting prospective suppliers to apply for evaluation and listing as prospective supplier. Once the list has been compiled per commodity, price quotations would be invited from that list. The invitation of price quotations from the compiled list of prospective suppliers per commodity should be done on a rotation basis in such a manner that ongoing competition amongst suppliers is promoted.
- 89 Goods, works or services may not deliberately be split into parts or items of lesser value merely for the sake of procuring the goods, works or services otherwise than through the prescribed procurement process. When determining transaction values, a requirement for goods, works or services consisting of different parts or items must as far as possible be treated and dealt with as prescribed.
- 90 The Practice Note referred to in paragraph 64.6 above provides that if it is impractical to invite competitive bids for specific procurement, then the required goods or services must be procured by means of price quotations or negotiations in accordance with the above Treasury Regulation. It is important to note that although the Practice Note permits the accounting officer to lower the thresholds, it specifically prohibits the increasing of the thresholds. Finally, it is also crucial to note that Accounting Officers are required to report progress in the implementation of Supply Chain Management on a monthly basis on the award of all bids above the value of R100 000 (VAT included). These reports had to be submitted to the Directorate: Norms & Standards at National Treasury.

91 Section 16.3.1 of the Treasury regulation provides that as soon as the institution identifies a project that may be concluded as a Public Private Partnership (PPP), the accounting officer or accounting authority must in writing-

- 91.1 register the PPP with the relevant treasury;
- 91.2 Inform the relevant treasury of the expertise within that institution to proceed with a PPP;
- 91.3 appoint a project officer from within or outside the institution; and
- 91.4 appoint a transaction advisor if the relevant treasury so requests.

92 Section 16.4.1 of the Treasury regulation provides that in order in to determine whether the proposed PPP is in the best interests of an institution, the accounting officer or the accounting authority of that institution must undertake a feasibility study that-

93 explains the strategic and operational benefits of the proposed PPP for the institution in terms of its strategic objectives and government policy;

- 93.1 describes in specific terms in the case of a PPP involving the performance of an institutional function, the nature of the institutional function concerned and the extent to which this institutional function, both legally and by nature, may be performed by a private party; and

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- 93.2 in the case of a PPP involving the use of state property, a description of the state property concerned, the uses, if any, to which such state property has been subject prior to the registration of the proposed PPP and a description of the types of use that a private party may legally subject such state property to;
- 93.3 in relation to a PPP pursuant to which an institution will incur any financial commitments, demonstrates the affordability of the PPP for the institution;
- 93.4 sets out the proposed allocation of financial, technical and operational risks between the institution and the private party;
- 93.5 demonstrates the anticipated value for money to be achieved by the PPP; and
- 93.6 explains the capacity of the institution to procure, implement, manage, enforce, monitor and report on the PPP
- 94 Section 16.4.2 of the Treasury regulation provides that an institution may not proceed with the procurement phase of a PPP without prior written approval of the relevant treasury for the feasibility study.
- 95 Section 16.5.3 of the Treasury regulation provides that the procurement procedure—
- 95.1 must be in accordance with a system that is fair, equitable, transparent, competitive and cost-effective; and

- 95.2 must include a preference for the protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination in compliance with relevant legislation.
- 96 Section 16.5.4 of the Treasury regulation provides that after the evaluation of the bids, but prior to appointing the preferred bidder, the institution must submit a report for approval by the relevant treasury, demonstrating how the criteria of affordability, value for money and substantial technical, operational and financial risk transfer were applied in the evaluation of the bids, demonstrating how these criteria were satisfied in the preferred bid and including any other information as required by the relevant treasury.
- 97 Section 16.6.1 of the Treasury regulation provides that after the procurement procedure has been concluded but before the accounting officer or accounting authority of an institution concludes a PPP agreement, that accounting officer or accounting authority must obtain approval from the relevant treasury –
- 97.1 that the PPP agreement meets the requirements of affordability, value for money and substantial technical, operational and financial risk transfer as approved in terms of regulation 16.4.2 or as revised in terms of regulation 16.4.4;
- 97.2 for a management plan that explains the capacity of the institution, and its proposed mechanisms and procedures, to effectively implement, manage, enforce, monitor and report on the PPP; and

97.3 that a satisfactory due diligence including a legal due diligence has been completed in respect of the accounting officer or accounting authority and the proposed private party in relation to matters of their respective competence and capacity to enter into the PPP agreement.

AFFIDAVIT BY THABETHE

98 During the course of my investigations, I obtained a statement from Thabethe dated 10 August 2017, in his capacity as the HoD. In support hereof I attach a copy of Thabethe's affidavit marked as annexure SJS 4: A summary of Thabethe's affidavit is as follows:

98.1 During 2012 the department introduced the project namely "MOHUMA MOBUNG STRATEGY" (meaning plough in the soil), as an approach when implementing agricultural initiatives and "ZERO HUNGER STRATEGY". Projects were carefully selected to contribute to the "MOHUMA MOBUNG STRATEGY. The concept was to develop a dairy project in the Free State.

98.2 The Vrede Integrated Dairy Project was identified and accepted as a Multi-year mega project that will contribute to income generation.

98.3 Subsequent to the acceptance proposal he started the consultative process for investment opportunities with local farmers both black and white as intended by the department.

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- 98.4 In terms of their analysis India was identified as the highest milk producer.
- 98.5 During 29 February 2012 until 4 March 2012, Thabethe and Mr Narayana, an advisor to the office of the premier at the time, had taken a trip to India in an effort to conduct a research into how they produced milk. The trip was at the expense of the State.
- 98.6 Thabethe identified the company by the name of PARAS dairy upon where the research was going to be conducted. PARAS was identified through the aid of internet assistance.
- 98.7 Thabetha met the Chief Executive Officer of PARAS Dairy whose name will be divulged at a later stage and who explained the whole value chain of milk production in India.
- 98.8 After the trip to India, Mr Narayana went back to office of the Premier as he was not part of the team. He merely accompanied Thabethe to India.
- 98.9 Upon Thabetha's return from India, he developed an Executive Council's Report carrying recommendations into the concept of the dairy project identified in India. The Executives Council's report was approved.
- 98.10 The Chief Executive officer of PARAS arrived and toured the place where the project was intended to happen and that is Vrede. Upon the CEO's visit, he developed an interest to participate and invest in the project. A partnership agreement was developed between

PARAS and Estina. The PARAS CEO confirmed one Mr Rajev Gautum. There was a written agreement with an agreement between PARAS and Estina.

- 98.11 A drafted agreement entered into between the department and Estina was sent to the State Legal Advisor for perusal.
- 98.12 The original budget allocation was from Comprehensive Agricultural Support Program (CASP). This was done due to the allocated amount by Provincial Government was not sufficient to carry and complete the project.
- 98.13 In terms of the agreement, Estina was requested to develop a feasibility study and a business plan that informs the implementation of the project.
- 98.14 It was for the implementation of the project that the department had to deviate from the normal procurement process given the reason that the investor as such herein called PARAS was also making a financial investment into the second phase of the project.
- 98.15 In the first phase of the project in 2013 an amount of R84 million was paid to Estina by the department. However the payment was reversed due to the none availability of the lump sum.
- 98.16 He can confirm that the file marked Vrede Dairy Project is containing invoices that serves as accountability by Estina with regard to the request of the next payment to continue with the Project construction. Every authorisation that the department made to Estina was

justified by the submitted file. If the file containing the invoices might suggest upon investigation that the invoices are fictitious. He can confirm that the department was or is defrauded by the Estina.

98.17 The money allocated for the project was classified and Gazetted as a transfer payment.

98.18 Some of the monies were paid to Dubai and some to consultancy in Dubai.

98.19 The land in Vrede belonged to Phumelela local Municipality it is not registered under Municipality but under the Municipality Trust. For the implementation of Vrede project the land was transferred from the Municipality to Public Works. Subsequently it was leased to the project for 99 years. The lease was registered with the Deeds Office, which was since terminated when the contract with the department and Estina was terminated. After the termination of a Vrede Project, between the department and Estina, the land was taken back to Public Works.

AFFIDAVIT BY DUMISANI CELE

99 During the course of my investigation I interviewed and obtained a statement from Dumisani Cele (Cele), a former director as a Specialist Audit Services (SAS) at National Treasury states that National Treasury received complaint as a result of a Mail and Guardian report that appeared on the newspaper of 10 June 2013 relating

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to the misuse of funds on the Mohoma Mobung Project. In support hereof I attach an affidavit by Cele marked as annexure SJS 5.

100 Cele was assigned to the Investigations with the assistance of ENS forensic services (Pty) (Ltd). Cele's investigations dealt with the following:

- 100.1 Whether the Project was a PPP or a sole provider engagement;
- 100.2 To verify supply chain processes followed in the appointment of Estina;
- 100.3 To verify how much the department committed and the source of the funds; and if there was any capital injection by the service provider of the Project;
- 100.4 To investigate the reasons and supporting documents for the BAS payment made in excess of the R30 Million, which was said to be available by the department;
- 100.5 To verify if there were any beneficiaries identified for the AGRIBEE and who they were;
- 100.6 To establish, through liaising with AGRI.SA whether there was value for money to the State on this Project;
- 100.7 To establish the state of the Project and provide recommendations.

101 Cele went to the PPP section of National Treasury and established that there was no registration and approval of Mohoma Mobung and therefore it was not a PPP.

- 102 During his investigations, Cele signed a letter of request for information requesting information relating to allegations of irregularities between Estina/Paras for the establishment of the Vrede dairy Project and addressed it to the HoD Thabethe.
- 103 Cele met with Thabethe together with the officials of ENS and there was resistance to co-operate from the department. Cele alleges that when he delivered the letter to Thabethe, Ms Seipati Diamini, the Chief Financial Officer (CFO) of the department said to her 'Dumisani Basotho ba tla u bolaea' meaning the 'Basotho people are going to kill him'.
- 104 Thabethe told Cele that he had no powers to investigate his department and when Cele informed him that the National Treasury had powers to investigate SCM processes, Thabethe informed Cele that he would declare an inter-departmental dispute. Cele left the office of Thabethe without the documents he had requested. Later some of the documents Cele had requested were delivered to him.
- 105 During his investigations, Cele established that no SCM processes were followed in the appointment of Estina and that the department deviated from procurement processes. There were, however, no reasons for deviation provided. Despite this the CFO concurred and signed the letter for deviation.
- 106 There was therefore no supply chain processes followed and no reasons for deviation provided.

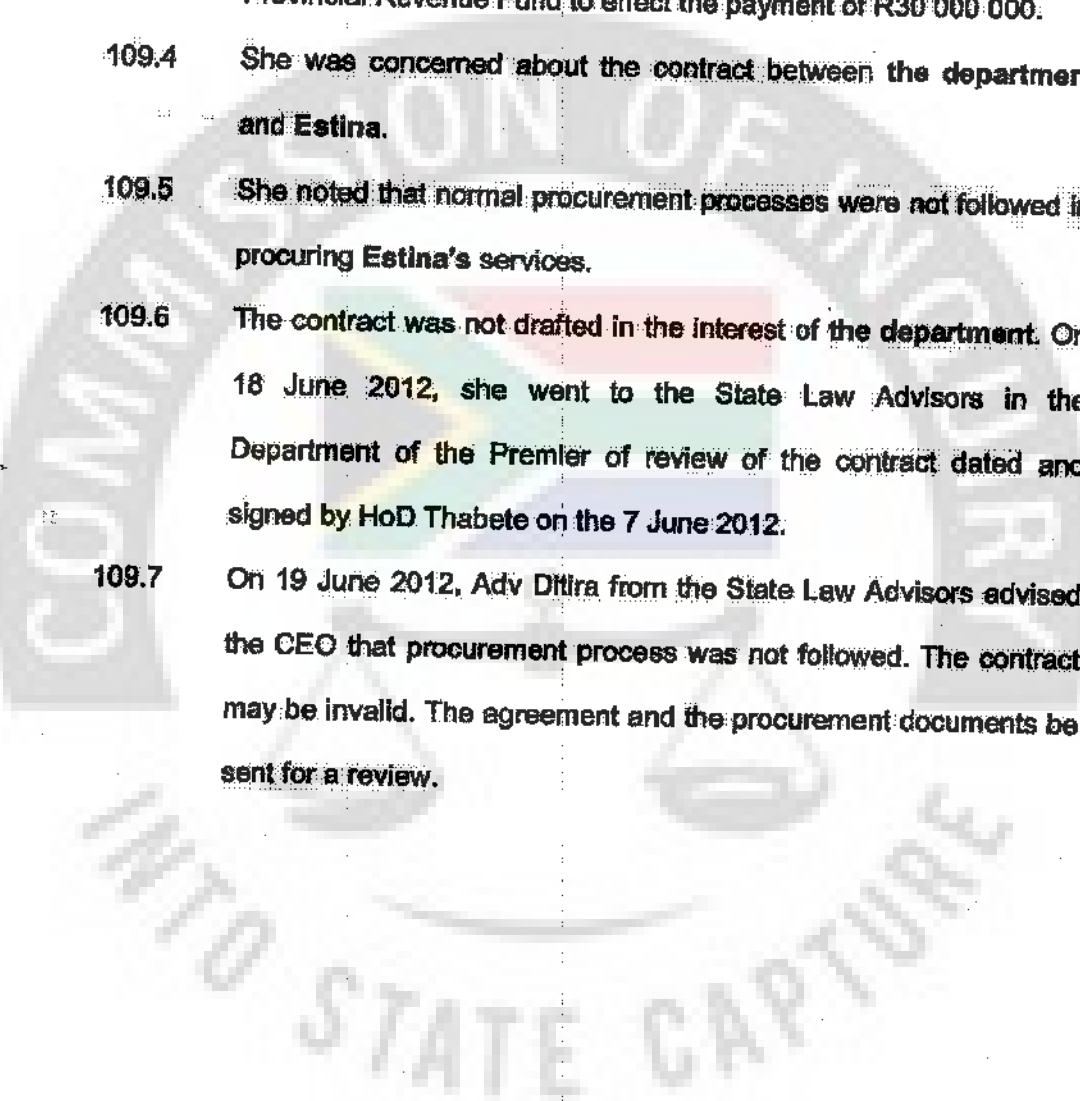
- 107 Cele concluded that that Thabethe and the CFO abused their powers when appointing Estina.
- 108 The other part of Cele's investigations included identification of AGRIBEE beneficiaries and the investigation discovered that there were no beneficiaries identified in the project.

AFFIDAVIT OF SUSANNA FOURIE

109 During the course of my investigations, I further obtained an affidavit from Anna Susanna Fourie (Fourie). Fourie is employed as a Deputy Director in Financial Governance at the Free State Provincial Treasury. Her responsibilities include accounting services, financial statements, internal audit, risk management, norms and standards. Fourie's mandate is derived from Section 18 and 19 of the PFMA. In support hereof I attach an affidavit by Fourie marked as annexure SJS 6 A summary of her affidavit as follows:

- 109.1 On 15 June 2012, she attended a staff function in which the Chief Executive Officer, Mr Kgomongwe was present and she was requested to assist colleagues from the Free State Provincial Treasury to consider the funds required by the department.
- 109.2 She had to leave the staff function to go back to the office. At the office the CFO produced the contract between the department and

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etc

- Estina, as well as a request from the department for an amount of R30 000 000.
- 109.3 The maximum amount which was available if the payment should proceed is only R5 million. There was insufficient funds from Provincial Revenue Fund to effect the payment of R30 000 000.
- 109.4 She was concerned about the contract between the department and Estina.
- 109.5 She noted that normal procurement processes were not followed in procuring Estina's services.
- 109.6 The contract was not drafted in the interest of the department. On 18 June 2012, she went to the State Law Advisors in the Department of the Premier for review of the contract dated and signed by HoD Thabete on the 7 June 2012.
- 109.7 On 19 June 2012, Adv Ditiira from the State Law Advisors advised the CEO that procurement process was not followed. The contract may be invalid. The agreement and the procurement documents be sent for a review.
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AFFIDAVIT BY ITUMELENG JAMES MOSES

- 110 In the course of my investigations, I further obtained a statement from Itumeleng James Moses (Moses). Moses is employed as the Director Economic Analysis within the Free State Provincial Treasury. His duties entailed economic research within the department. In support hereof I attach an affidavit by Moses marked as annexure SJS 7 A summary of his affidavit is as follows:
- 110.1 On or about May/June 2012 Provincial Treasury was presented with an Ex-co memorandum regarding the implementation of a Dairy Project in Vrede for the Department of Agriculture under the "Mohama Mobung" initiative.
- 110.2 The total cost of the project was estimated at R570 million of which the department of Agriculture was going to contribute an amount of R114 million per year for three years. The balance of R228 million was to be contributed by Estina.
- 110.3 The Vrede Dairy project was conceptualised as part of the Mohama Mobung initiative.
- 111 The earmarking of R30 million for Vrede was premised on the shift of funds from other projects which according to the letter from the department dated 19 June 2012 had been discussed with the Department of Agriculture Forestry.

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- 112 In view of the agreement between the department and Estina had undertaken to pay R114 million. The R30 million presented and 84 million shortfall for the 2012/2013 financial year.
- 113 The department provided Treasury with a copy of the partnership agreement between itself and Estina dated 7 June 2012. The agreement was signed by Thabetha and the then CFO. The contract was signed by Mr Sanjeev Gautam and witnessed by Sasha Pillay on behalf of Estina.
- 114 At the time, Provincial Treasury did not budget for this project.
- 115 The contract between Estina and the department was referred to office of Legal Services in the Free State for advice.
- 116 The legal advice received on 19th June 2012 stated that the procurement process was not followed and the contract may be invalid.

PROCEEDS OF UNLAWFUL ACTIVITIES

- 117 In summary the facts showing the property as stated in annexure A to the draft order is the proceeds of unlawful activities are the following:
- 117.1 the contract entered into between the department and Estina was unlawful as the HoD and the CFO were not entitled to commit the department to the contract.
- 117.2 No SCM processes as well as related prescripts were followed contravention of the PFMA.

- 117.3 There was never an intention on the part of Estina to comply with the terms of the agreement.
- 117.4 To date the Thabethe has failed to provide either the police or National Treasury with proof of PARAS's involvement in the Project.
- 117.5 No beneficiaries were identifies at the beginning of the contract and a year after the contract was entered into, there was still no beneficiaries for the project.
- 117.6 All monies paid by the department to Estina are proceeds of crime.
- 117.7 All monies equal to the amount paid by the department to Estina and presently in the bank accounts of Linkway paid from Estina represent direct proceeds of crime.
- 117.8 Thabethe, the CFO as well as the Directors of Estina entered into a corrupt relationship to the benefit of the Thabethe, the Directors of Estina as well as the Directors of Linkway.
- 117.9 The department did not derive any benefit from the contract.
- 117.10 Theft was committed when R220 202 652-00 was paid by the department to Estina after the ENS report was compiled and presented to the department as well as to the Free State Provincial Government.
- 117.11 Thabethe, the CFO, the Directors of Estina as well as the Directors of Linkway misrepresented to the department as well as to National Treasury that the contract was entered into for the benefit of beneficiaries, when they well knew that the contract was entered into

for the their own benefit and by causing prejudice of R220 202 652 to the department, including National Treasury.

THE 99 YEAR RENT FREE LEASE AGREEMENT

- 118 The 99 year lease agreement relates to an immovable property to which the Vrede Dairy Project was to be established. The immovable property is described as follows: *Farm Krynaauws Lust 275 district Vrede, Free State Province. Measuring 4439, 5122 (Four Thousand Four Hundred and Thirty Nine comma Five One Two Two) Hectares Held by Deed of Transfer T43752/1893 (hereinafter referred to as the farm)*
- 119 The registered owner of the farm is Phumelela Local Municipality.
- 120 On 12 September 2012, the Free State Provincial government represented by Thabethe, entered into a lease agreement with Estina, represented by one Kamal Vasram. The salient terms of the lease agreements is the following:
- 120.1 The lease agreement was entered for a period of 99 years.
 - 120.2 no monthly rental was payable by Estina to the department for the entire term of the lease agreement.
- 121 On 14 December 2012, the Phumelela Local Municipality ceded and assigned it's rights, title, interest and obligations to the Free State Provincial Government. In

support hereof I attach a copy of the Notarial Lease agreement marked as annexure SJS 8.

122 During the course of an interview between ENS and Thabetha, Thabetha was asked by ENS several times whether or not a 99 year rent-free lease agreement was signed with Estina. He was clear that such a lease had not been signed.

paragraph 2.2.53, page 23 of the ENS Report, (Exhibit 15)

123 It is evident that despite Thabetha's denial that the lease agreement was signed, the notarial lease agreement was in fact signed and dated. The lease agreement that was entered into was detrimental to the interests of the state and benefitted Estina unjustly.

124 The National Department of Agriculture, Forestry and Fisheries (DAFF) withheld its CASP allocation for the project for 2013/2014 financial year because it is dissatisfied with the elements of the project.

Page iv, paragraph iv of the ENS Report

125 Thabetha was initially interested in establishing the dairy project in an area near Sasolburg but when MEC Zwane, advised him of the availability of the land in the Vrede area and Thabetha decided to establish the project there.

Page 8, paragraph 2.2.5 ENS Report

INSTRUMENTALITY OF CRIME

126 In summary the facts showing the farm is an instrumentality of an offence listed in schedule 1 of the POCA as item 19 and 17 is as follows:

- 126.1 The feasibility study represents that the location for the Vrede Farm project is not suitable and viable. Thabethe used the land based merely on Zwane's recommendations of availability.
- 126.2 The farm is located in a remote area and was specifically chosen in order to avoid detection.
- 126.3 Through the entire process of the inflation of the Vrede Farm up to the point where the department paid funds to Estina, there was apparent collusion between Estina's officials and the departments officials.
- 126.4 The respective parties worked jointly and tirelessly in forcing the department to make financial commitments in a business idea that
- 126.5 The project played an active role in the fraud and theft of money because its integral in the commission of the offence because there would have not been the commission of this offence in the absence of this project.
- 126.6 The project laid the basis for the illegal and void agreement legitimacy on the face of it for anyone scrutinising the agreement.
- 126.7 The project was used as conduit through which money was siphoned off from the department and into the accounts of parties who had no interest in farming.

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126.8 The project was specifically chosen on the advice of then MEC even though no thorough feasibility study had been conducted prior to it being chosen.

CONCLUSIONS

- 127 On the basis of the above, I submit that it is quite evident that Thabete, the CFO, the Directors of Estina as well as the Directors of Linkway were involved in a series of irregularities and acts of criminality wherein they colluded in with each other to circumvent the department of Agriculture's SCM processes.
- 128 The aforesaid persons' conduct was in contravention of the principles of public procurement as set out in Section 217(1) of the Constitution, the provisions of Section 38(1)(a)(i) and (iii) of the PFMA relating to public procurement and financial management.
- 129 The aforesaid's conduct was in contravention of the Prevention of Corrupt activities Act (PRECA). The aforesaid's conduct was commission of the crime of fraud, alternatively fraud.
- 130 Their conduct further rendered the Department of Agriculture's SCM processes unfair, biased, uncompetitive and ultimately prejudicial to the Department of Agriculture and other prospective bidders.

131 In conclusion, I respectfully submit that the factual and legal requirements for the granting of an order under section 38 of POCA have been satisfied and I thus request this Honourable Court to grant the order in terms of this draft.

I know and understand the contents of this statement

I have no objection to taking the prescribed Oath.

I consider the prescribed Oath binding on my conscience

[Signature]
DEPONENT

I hereby certify that the Deponent has acknowledged that he knows and understands the contents of this affidavit which was sworn to and signed before me on this 8TH DECEMBER Day of November 2017, the Deponent having further acknowledged that he has no objection to taking the prescribed Oath which he considers binding on his conscience.

[Signature]
COMMISSIONER OF OATHS
NAME:
DESIGNATION:
ADDRESS:

NATIONAL PROSECUTING AUTHORITY
DIRECTOR OF PUBLIC PROSECUTIONS
FREE STATE DIVISION
2017 -12- 08
BLOEMFONTEIN
DIREKTEUR OPENSARE VERVOLGINSGS
NASKONALE VERVOLGINSGESAG

DIREKTEUR OPENSARE VERVOLGINSGS
DIRECTOR PUBLIC PROSECUTIONS
James Derick Pieterse
VOLLE VOORNAEM EN WINKELNAEMES & SURNAME
BLOEMFONTEIN
NASKONALE VERVOLGINSGESAG, 300 VLDERBOORD FLOOR
ALHRELEWAT, BLOEMFONTEIN
Bloomfontein
PLASPLAAS DATE

**THE HIGH COURT OF SOUTH AFRICA
FREE STATE DIVISION, BLOEMFONTEIN**

Case number: 1778/2018

In the matter between:

**THE NATIONAL DIRECTOR OF
PUBLIC PROSECUTIONS**

Applicant

and

MBANA PETER THABETHE

First Respondent

SEIPATI DLAMINI

Second Respondent

TAKISI JANKI MASITENG

Third Respondent

ESTINA (PROPRIETARY) LIMITED

Fourth Respondent

KAMAL VASRAM

Fifth Respondent

OAKBAY INVESTMENTS (PROPRIETARY) LIMITED

Sixth Respondent

ASHU CHAWLA

Seventh Respondent

NAZEEM HOWA

Eighth Respondent

VARUN GUPTA

Ninth Respondent

RONICA RAGAVAN

Tenth Respondent

AERONHAVEN (PROPRIETARY) LIMITED

Eleventh Respondent

PRECIOUS MPULE GUGU THABETHE

Twelfth Respondent

ARLENE VANESSA HOWA

Thirteenth Respondent

*In re: An application in terms of section 26 of the Prevention of Organized Crime Act
121 of 1998 concerning property listed in Annexure "B"*

FIRST AND TWELFTH RESPONDENTS' ANSWERING AFFIDAVIT

Handwritten signature/initials

I, the undersigned,

MBANA PETER THABETHE

declare under oath as follows:

1. I am an adult male residing at 48 Gascony Crescent, Bloemfontein, Free State Province.
2. I am the first respondent in this application.
3. The twelfth respondent is my wife, Precious Mpule Gugu Thabethe ("Precious"), with whom I am married in community of property. Precious is currently employed by the Free State Department of Police, Roads and Transport as the Deputy Director: Transport and is also residing at 48 Gascony Crescent, Bloemfontein, Free State Province.
4. The content of this affidavit falls within my personal knowledge, except where otherwise stated, and is true and correct.
5. Where I rely on facts which do not fall within my personal knowledge, I do so base on information which were conveyed to me by others, as will be referred to below, which information I verily believe to be true and correct unless otherwise stated.
- 6.



- 6.1 I am advised that I should not unnecessarily burden this answering affidavit with legal submissions, argumentative matter or the repetition of statutory provisions. I will therefore refrain from doing so but will where necessary and solely for purposes of contextualising the grounds on which this application is opposed by me and the twelfth respondent, refer to the applicable legislation and the related legal principles.
- 6.2 Where I indeed rely on allegations of a legal nature, I do so on advice of my legal representatives, which advice I accept to be correct.
7. I will in this affidavit refer to persons by their surnames. In doing so, I mean no disrespect. It is simply for convenience sake.
8. I depose to this affidavit in answer and opposition to the applicant's (the *NDPP*) application and the granting of a final restraint order in terms of section 26 of the Prevention of Organized Crime Act, 121 of 1998 (*POCA*).
9. I have perused and considered the founding affidavit deposed to by Mottlaskhoiso Knox Molele (*Molele*), the affidavits of Samson John Schalkwyk (*Schalkwyk*) and Nkosiphendule Mradla (*Mradla*) and the annexures thereto. I deny the allegations which are contained in these affidavits in so far as the allegations are inconsistent with the content of this affidavit.

10. In as far as I do not specifically answer to any specific allegation which is contained in the said affidavits, such allegation must be deemed to be denied in as far as the allegation is inconsistent with the content of this affidavit.
11. Furthermore, and because most of the allegations on which the NDPP relies regarding the relief which it seeks against the other respondents, particularly the allegations in respect of the monies which were paid to and from the fourth respondent ("Estina"), do not fall within my personal knowledge, I am unable to admit or deny such allegations.
12. I shall in this affidavit first deal with the background facts regarding my involvement in the Vrede Dairy Project ("the Vrede Project") and the facts and grounds on which this application is opposed by me and the twelfth respondent.
13. Before I do so, I need to point out that I have to rely on the content of the documents which are annexed to the NDPP's application for purposes of the opposition of the application because the Director General of the Office of the Premier of the Free State Province placed me on precautionary suspension on 26 April 2018, pursuant to which I had to vacate my office. I therefore do not have access to the relevant documents which relate to the implementation and the execution of the Vrede Project.
14. The NDPP has also, for reasons unknown to me, failed to annex and disclose all the relevant documents and information which are relevant to the issues in this application. This is evident from the content of annexure "SJS5" (page 722) to the application, being the affidavit to which I deposed to on 10 August 2017. The Honourable Court will note that I have in that affidavit referred to

various documents, as being attachments to the affidavit. However, the NDPP only included three of the attachments as part of that affidavit, being annexures "MPT1", "MPT3" and the 'Mahoma Mobung Strategy Framework' dated September 2011.

15. I am advised that good faith by the applicant is an essential requirement in *ex parte* applications, particularly in applications of this nature. It is therefore required from the applicant to disclose all the material facts on which it relies to the Court in its founding affidavit and, where it relies on documents, to disclose all the relevant documents and to identify the specific content of such documents on which it relies for the relief.

16. The NDPP has clearly not complied with its duty in this regard. I am advised that the Court is therefore entitled to discharge the provisional restraint order and dismiss the application as a result of the NDPP's aforesaid failure.

THE CRUX OF OUR OPPOSITION:

17. I am advised that this Court has in terms of section 25 of POCA a discretion to grant a restraint order against me under section 26 of POCA if the Court is satisfied on the evidence disclosed by the NDPP that:

17.1 a prosecution for an offence or offences has been instituted against me;

17.2 either a confiscation order has been made against me or if it appears to the Court that there are reasonable grounds for believing that a

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confiscation order as contemplated in section 18 of POCA may be made against me upon my conviction; and

17.3 the proceedings against me have not been concluded.

18. I admit that the NDPP has, during or about February 2018, charged me with various offences, being the offences as set out in the charge sheet annexed as annexure "SJS1" (page 138) to the founding affidavit. I will revert to the charges herein below.

19. However, I deny that the NDPP has discharged its onus in respect of the jurisdictional requirements as prescribed in section 25(1)(a)(ii) of POCA for the granting of a restraint order in that it failed to show that there is a reasonable possibility that I will be convicted of the offences and that there is a reasonable possibility of a confiscation order being granted against me upon such conviction.

20. Regarding the latter requirement, the NDPP simply failed to make any allegations regarding the 'benefit' or the 'proceeds of unlawful activities' which I allegedly received from the offences or any alleged unlawful activities in respect of the Vrede Project and my involvement in the project as contemplated in POCA.

21. The NDPP's application against me and the twelfth respondent is therefore materially and fundamentally flawed. For this reason alone, the provisional restraint order ought to be discharged and the application against me and the twelfth respondent should be dismissed with costs.

22. I am therefore advised that because the NDPP did not discharge its onus in respect of this requirement, I do not have to deal comprehensively with my defences against the charges against me and the allegations regarding my alleged unlawful conduct. I will, however, briefly deal with the essence of those allegations. In doing so, my failure to answer and deny any specific allegation in that regard must not be deemed to be an admission of any such allegation.

BACKGROUND

23. I was appointed as head of the Department of Agricultural and Rural Development for the Free State Provincial Government (*the Department*) on 1 May 2013 in terms of a 5-year contract, which contract was due to expire on 30 April 2018.

24. However, the Department suspended me on 25 April 2018, pursuant to which suspension I vacated my office. A copy of the letter of suspension is annexed hereto as annexure "FR1". This notice was preceded by a notice which was delivered to me on 20 April 2018, a copy of which is annexed as annexure "FR2". In this notice, the Director General of the Premier's office notified me of my possible precautionary suspension.

25. My responsibilities as head of the Department included *inter alia* to assist and advise the member of the Executive Council for the Department of Agriculture and Rural Development of the Free State Provincial Government (*the MEC: Agriculture*) so as to ensure effective service delivery within the legal mandates of the Department to manage and administer the Department



efficiently, including the effective utilisation and training of staff, the maintenance of discipline, the promotion of sound labour relations and the proper use and care of State property; to participate with the development and implementation of the Free State Development Plan so as to improve the corporate functioning of the Provincial Government and the Department as a whole; and to implement outcome-based performance systems and priorities of the Department and the Province as a whole.

26. I pause to mention that I was since 1 February 1989 employed and involved in the agricultural sector in South Africa. I obtained my *B. Agric* degree during 1989 at the University of Fort Hare and, during 1991, a *B. Agric Honours*. I also obtained a *M.A* degree in *Development Communication* from the University of Pretoria during 2002.
27. After having obtained my *B. Agric* degree, I have been employed as agricultural advisor at the Mpumalanga Agricultural Development Corporation during the period 1 February 1989 to 30 August 1992. On 1 September 1996, I was appointed as Assistant Director: Non-Formal Training by the Department of Agriculture for the Mpumalanga Province. I remained in the employment of the Department of Agriculture for the Mpumalanga Province up and until 30 July 2009, although in different positions.
28. On 3 August 2009, I was appointed as special advisor to the Minister for the National Department of Agriculture, Forestry and Fisheries, whereafter I was employed as the Acting Deputy Director General (Operational Management) for the Department of Agriculture, Forestry and Fisheries until 30 July 2011.

29. I relocated to Bloemfontein during 2011 after having been appointed on 1 August 2011 as Head of the Department of Rural Development for the Free State Provincial Government. During or about 2013, the Department of Rural Development amalgamated with the Department of Agriculture, whereafter I was appointed as Head of the Department on 1 May 2013.
30. Since I commenced my employment in the agricultural sector, I have gained extensive knowledge and experience in the sector and agriculture in general. I have also been actively involved in *inter alia* the strategic planning for the South African agriculture and agricultural development and have attended various international courses and conferences on behalf of the National and Provincial Departments of Agriculture.
31. For sake of completeness, I annex hereto as annexure "FR3" a copy of my *curriculum vitae*, which contains a summary of my employment history, the specialist knowledge which I acquired, my in-service training, my international experience and my academic qualifications.
32. I was therefore appointed as Head of the Department based on my knowledge and experience in the agriculture in South Africa.

THE VREDE DAIRY PROJECT

33. I was, as head of the Department of Rural Development, since 2011 involved in rural development in the Free State Province (*the Province*), which *inter alia* involved the introduction of a framework for agriculture and rural development in the Province, known as the *Mobomo Mobung Strategy* (*the development*

framework). The underlying concept to the development framework was developed by the then MEC Agriculture, Mr M. Zwane.

34. The aim and purpose of the development framework was to develop agriculture in the rural areas of the Province in order to address poverty, unemployment and inequalities in such rural areas and to increase the economic growth of the Province.
35. A copy of the initial development framework, which was prepared during September 2011, is annexed to annexure "S.J55" (page 735) to the founding affidavit. The development framework was over time supplemented and amended, as is evident from a copy of the June 2012 development framework which is annexed as exhibit 13 to annexure "S.J53" (page 489).
36. During the analysis and consideration of the development framework, the Department *inter alia* identified an opportunity to develop dairy production in the Province by establishing a processing production facility for the processing and production of milk and dairy products. At that stage, various farmers supplied milk to various entities in the dairy industry, (e. Nestlé, Clover and Parmalat, of which the processing facilities were situated outside the borders of the Province. The local suppliers of milk therefore incurred costs for the transport and delivery of the milk to such entities, which costs reduced their income substantially. The Department therefore identified the possibility to establish a processing plant in the Province which could contribute to the economic growth and development of the Province and its local and rural farmers.

37. The Vrede Dairy Project was ultimately identified and accepted as a multi-year mega project to address the aforesaid need.
38. The implementation and establishment of the Vrede Project involved extensive research and various consultation processes between the National Department of Agriculture, the Department, other Provincial Departments, the private sector organisations and other stakeholders in the agricultural sector, including local farmers and members of the rural areas.
39. It was from the onset clear that the implementation of the Vrede Project would initially not only require funding from the State but probably also capital funding from other investors.
40. The goal was to procure and establish a dairy farm for the production of milk, to set up milk procurement centres at which local farmers could sell and supply their milk, and to set up a production and processing facility where the milk could be processed, marketed and sold.
41. The Department, including myself, conducted research in respect of similar projects that have been implemented in other countries, *inter alia* India, Germany and Sweden. Based on the research, a facility in India, which was conducted by *VRS Foods Limited* trading as *Paras India* ("*Paras*"), was identified. *Paras* is an India-based company which produces dairy products from milk which it collects from local producers. The economic conditions regarding milk production in India as well as the nature of the facility which was

established by Paras, were similar to that which the Department intended to establish in terms of the Vrede Project.

42. Pursuant to the aforesaid research and various further consultation processes and the consideration of various proposals regarding the implementation of the Vrede Project, which included proposals from Estina and Paras, the implementation of the Vrede Project was approved and an initial partnership agreement in respect thereof was concluded between Estina and the Department on 7 June 2012. A copy of the partnership agreement is annexed as annexure "SJS2" (page 818). The Department and Estina subsequently concluded a further agreement in respect of the Vrede Project on 5 July 2012, a copy of which is annexed as exhibit 10 to annexure "SJS3" (page 429). The aforesaid proposals were not only considered and approved by me but also *inter alia* by the Executive Council and Mr Zwane, being the MEC: Agriculture.

43. The background to the conclusion of the aforesaid agreements and the involvement of both Estina and Paras in the Vrede Project have already been explained by me in an affidavit to which I deposed to on 10 August 2017, a copy of which is annexed as annexure "SJS5" (page 722).

44. The affidavit was deposed to by me as part of the NDPP's investigation into the Vrede Project. At that stage, I was not yet charged with any of the offences nor was my contract as Head of the Department suspended. I therefore had access to the necessary documents regarding the implementation of the Vrede Project, the conclusion of the agreements and the decisions which the Department took in respect thereof. I disclosed all these documents and the relevant information to the investigators, at their request.

45. I, however, notice from the copy of the affidavit which is annexed as annexure "SJS5" (page 722) to the founding affidavit, that the NDPP has for reasons unknown to me failed to annex a copy of the affidavit, complete with the attachments and documents to which I referred to in the affidavit, to its founding affidavit. Subsequent to my suspension, I do not have access to any of the documents to which I referred to in the affidavit.
46. I repeat the content of that affidavit and particularly refer the Court to the chronology of events that lead to the conclusion of the agreements and the implementation of the Vrede Project as stated in the affidavit. I will herein below revert to the implementation of the project.
47. During the negotiations and implementation of the Vrede Project, Estina was represented by Varun Gupta and Sanjeev Gautam and Paras was represented by Gajinder Kumar.
48. Prior to the negotiations and subsequent thereto, I have not been involved with the fifth, sixth, seventh, eight, tenth, eleventh or thirteenth respondents or their business dealings in any way or form.
49. I further confirm that neither myself nor Precious is a director or shareholder of Estina or the sixth and eleventh respondents or any other company or entity which has a direct or indirect benefit or involvement in them or their business dealings.

THE ALLEGED OFFENCES:

50. For the reasons stated in paragraphs 19 to 22 above, I do not intend to deal exhaustively with my defences in respect of the charges against me. It will be done during the criminal proceedings, which is the proper forum to do so.

51. It is however apposite to mention the following:

51.1 When the agreements were concluded between the Department and Estina and when the Vrede Project was implemented, I was, as Head of the Department, the responsible accounting officer of the Department.

51.2 As accounting officer, I had amongst others the responsibility to ensure compliance by the Department with the provisions of the Public Finance Management Act, 1991 (the PFMA), which includes compliance with the Department's supply chain management system.

51.3 The procurement of goods and services by the Department was subject to its Supply Chain Management Policy (SCMP) and the provisions of the Treasury Regulations published in terms of the PFMA.

51.4 In terms of the SCMP, the procurement of goods or service above R500 000.00 should be done through a competitive bidding process. However, both clause 3.5 of the SCMP and regulation 16A6.4 of the Treasury Regulations provides that if it is in a specific case impractical to invite competitive bids, the accounting officer or accounting authority may procure the required goods or services by other means, provided

that the reasons for the deviation from inviting competitive bids must be recorded and approved by the accounting officer or the accounting authority.

51.5 During or about June 2012 and after Estina and Paras concluded a written memorandum of understanding, various representations were made to the executive council of the Province regarding the implementation of the Vrede Project and the involvement of both Estina and Paras. A copy of the memorandum of understanding which was concluded between Estina and Paras in respect of the project is annexed as exhibit 3 to annexure "SJS3" (page 353). Copies of the aforesaid proposals are also annexed as exhibits 2, 4, 5 and 27 to annexure "SJS3" (pages 332, 365, 381 and 602).

51.6 It was decided to implement the Vrede Project in two phases. The first phase, being the implementation and establishment of an efficient dairy production facility in order to produce a sufficient quantity of milk which could be supplied to the intended processing plant in order for the plant to be efficient and economical. The second phase would have involved the establishment of the processing plant. The total project costing for the Vrede Project amounted to R570 000 000.00, of which Estina/Paras was willing to provide funding in the amount of R328 000 000.00. The remainder of the estimated project costs had to be funded by the Province.

51.7 The implementation of the project, which including the funding structure thereof as explained in the proposals, has been approved by the

Executive Council of the Province on 13 June 2012. A copy of the memorandum which served before the Executive Council for approval, as well as the resolution which was signed by the authorised officials of the Executive Council on 13 June 2012, are annexed as exhibit 9 to annexure "SJS3" (page 421).

51.8 For purposes of the release of the required funding, it was necessary to shift funds between projects as provided for in the 2012/2013 budget of the Department, which transfer was approved by the Free State Provincial Treasury on 20 June 2010. The request which was made to Provincial Treasury in this regard was not only recommended by me, but also by the MEC Agriculture. A copy of the approval is annexed to annexure "SJS8" (page 803).

51.9 As is also evident from the affidavit of N Moses, annexure "SJS8" (page 799), the Provincial Treasury was already during May/June 2012 aware of the implementation of the Vrede Project, the financial implication thereof and the agreement which was concluded with Estina during June 2012.

51.10 It is also important to mention that before the partnership agreement (annexure "SJS8", page 818) was concluded with Estina, a draft agreement was provided to the Province's legal advisors for consideration. After having considered the draft agreement, the legal advisors, including Mr B Venter, prepared the partnership agreement which was ultimately concluded on 7 June 2012. The partnership agreement contains the relevant and necessary particulars of the Vrede

Project, the nature and scope of the services to be rendered by Estina and the costs in respect thereof. During the conclusion of the partnership agreement, the Province's legal department therefore had full knowledge of the contractual relationship which was established in terms thereof between the Department and Estina and the financial implications of the project and the agreement.

51.11 I therefore, in concluding the agreements and in implementing the Vrede Project, did not act on a frolic of my own. I also did not act unlawfully, either as alleged by the NDPP or at all.

51.12 Because the Vrede Project was dependent upon the capital investment from Estina/Paras, as well as their knowledge and experience in respect of the implementation of the project, I deemed it under the circumstances necessary to deviate from procuring the services and goods in respect thereof in terms of a competitive bidding process. First, when goods and services are procured in terms of a competitive bidding process, it generally does not make provision for the supplier thereof to make a capital investment or financial contribution in respect of such a project. Second, the financial contribution which Estina/Paras would have made in respect of the processing plant and the project would not solely contribute to an asset of the Provincial or National Government but would have been used to benefit *inter alia* local farmers from the rural community. Third, Estina and Paras would also not have acquired the use of the Province's property for their own commercial purposes. The

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project could therefore also not have been implemented as a *Public Private Partnership* ("PPP").

51.13 For these reasons, it was also impractical to invite competitive bids. It was therefore decided to deviate from a competitive bidding process as I and the accounting authority were authorised to do in terms of the Treasury Regulations and the SCMP. A copy of the written record of the deviation, as signed by me and the second and third respondents, is annexed as exhibit 12 to annexure "SJS3" (page 485). The decision was based on the objective facts and information which was available to me and the Department, as well as the specific circumstances regarding the implementation of the project, as aforesaid. The decision was rationally related to the purpose for which the power was given to me and the implementation of the Vrede Project, which implementation was approved by the Executive Council during June 2012.

51.14 In deviating from a bidding process, I did not wilfully or in any grossly negligent way failed to comply with the provisions of the PFMA or the Treasury Regulations. I exercised the power to deviate from such bidding process *bona fide* and by virtue of the aforesaid facts.

51.15 I was also, as Head of the Department, responsible for the proper execution and implementation of the agreements and the compliance of the Department's obligations in terms thereof. In complying with these obligations, the payment claims and requests which were made by Estina in terms of the agreement was submitted to Provincial Treasury for authorisation and payment. These payment submissions were not

only approved and signed by me but were also signed on behalf of the Department by the second respondent as well as *inter alia* S.J. Moalosi, F. Claasen and T.T. Khaeanie, as is evident from copies of the 'BOT Payment Lists' and 'Certificate of Payment Confirmations' annexed as exhibit 24 to annexure "SJS3" (page 566). These payment lists and payment confirmations were thereafter approved by the Acting Manager, Cash Management of Provincial Treasury. The prescribed procedures regarding payments by the Department to suppliers of goods or services were therefore duly complied with by me and the Department when the payments were made to Estina.

51.16 As is evident from annexure "SJS10" (page 683), Estina did not only receive payments from the Department during 2013, but it also received further payments on 25 July 2014, 8 May 2015 and 5 May 2016, which payments were made after the issuing of ENS's respective reports of December 2013 and February 2014. These payments could only have been made after having been authorised by Provincial Treasury. If Estina was not lawfully entitled to these payments, Provincial Treasury would not have authorised nor paid the monies to Estina. Again, I reiterate that the payments were not solely effected and authorised by me but were subject to the prescribed payment procedures of the Provincial Treasury and the Department.

52. I therefore deny that I have committed any of the offences with which I am charged with and which are set out in the charge sheet. I did not act unlawfully. I also did not act in the furtherance of a common purpose with any of the other

respondents nor did I falsely and with the intent to defraud and to prejudice or potentially prejudice the Department made any misrepresentations to the Department, the Provincial Treasury, the National Department or National Treasury. I further deny that I have stolen any monies from the Province, its departments or any National Department and therefore deny all the charges against me.

53. For the reasons set out above, I also deny that I have committed any of the offences as contemplated in section 86 of the PFMA and specifically deny that I have wilfully or in any grossly negligent way failed to comply with the provisions of the PFMA.

54. I therefore deny that there is a reasonable possibility that I could be convicted on any of the offences and charges against me.

CONFISCATION ORDER

55. During the execution of the Vrede Project, and particularly during the period 18 April 2013 to 5 May 2016, the Department, through Provincial Treasury paid the total amount of R250 202 652.00 to Estina in terms of the agreement.

56. It is the NDRP's case in this application that these payments were not used for the designated purposes; that Estina, acting in collusion with several related entities and individuals including the first to the twelfth respondents caused the funds to be fraudulently disposed of to the benefit of the aforesaid entities and

Individuals and that the funds therefore constitute the proceeds of crime and unlawful activities.

57. This was essentially also the NDPP's case in its previous preservation application, in terms of which the NDPP applied on an urgent *ex parte* basis on 18 January 2018 to this Court (under case number 168/2018) for the issuing of a preservation order in terms of section 38 of POCA (*the preservation application*) in respect of monies which were being held by various entities, including some of the respondents to this application. A copy of the provisional preservation order which was issued on 18 January 2018, is annexed as annexure "SJS20" (page 1211).
58. The NDPP did not make any allegations against me in the preservation application. The NDPP therefore did not seek any relief under section 38 of POCA against me, simply because it knew that I am not in possession of any proceeds from the Vrede Project and that I have also not been benefited from the project.
59. I am advised that some of the interested parties to the preservation application applied for the reconsideration of that application, pursuant to which the preservation order was materially amended on 9 March 2018, in that the Court reduced the value of the funds which have to be preserved in terms thereof to the amount of R40 360 154.98. Copies of the orders which the Honourable Justice AF Jordaan granted on 9 March 2018 pursuant to the reconsideration of the application are annexed as annexure "SJS21" (page 1219).

60. I was only charged with the alleged offences after the granting of the preservation order on 18 January 2016.
61. However, despite having been charged during February 2018, I remained in office as Head of the Department until 25 April 2018. I also assisted the NDPP in its previous investigations into the Vrede Project and provided the investigators with all the documents which I possessed of in respect thereof.
62. The investigations already commenced during 2013 when ENS Forensics ("ENS") was appointed by National Treasury. ENS's first report was issued during December 2013, a copy of which is annexed as exhibit 27 to annexure "SJS3" (page 27).
63. ENS issued a further report during February 2014, a copy of which is annexed as annexure "SJS3" (page 264).
64. In paragraph 8.1.8 of this report, ENS recommended that National Treasury should consider conducting a detailed financial analysis into my finances, as well as that of the second respondent, as ENS was of the view that it is possible that we were receiving an illicit benefit from the service provider. This recommendation was however not based on any facts.
65. If there was any merit in ENS's aforesaid recommendation, National Treasury would have commenced with such an investigation into my financial affairs. To the best of my knowledge, National Treasury however did not do so. Even if National Treasury did an investigation into my financial affairs or my involvement in the project, it would have established that I did not receive any benefit or proceeds from the project or any alleged unlawful activities regarding

the project. This is supported by the fact that I was not mentioned in the preservation application and the fact that no benefit, either a direct or derived benefit, is proven or alleged against me in this application.

66. It was only about 4 years later that the NDPP decided to invoke the provisions of section 26 to obtain a restraint order against me, albeit without relying on any facts or evidence showing that I received any benefit or proceeds from the Vrede Project.

67. Consequently, and despite the fact that the NDPP does not have any evidence regarding any such benefit, the NDPP decided to join me and the twelfth respondent to this application and to obtain a provisional order in respect of our movable and immovable property as listed in annexure "B" to the restraint order.

68. I am advised that the purpose of POCA is *inter alia* to provide for the recovery of the proceeds of unlawful activities and for the civil forfeiture of such property in order to ensure that no person should benefit from the fruits of unlawful activities.

69. Chapter 5 of POCA provides for the forfeiture of the benefits derived from crime. However, the confiscation machinery provided for in respect of such benefits may only be invoked upon the conviction of an offence.

70. A confiscation order is directed at confiscating the benefits that accrued to an offender, whether or not the offender is still in possession of the particular proceeds. Once it is shown that a material benefit accrued, the offender may be ordered to pay the State a monetary equivalent of that benefit even if it

means that it must be paid from assets that were legitimately acquired previously.

71. In order to preserve any such benefits pending the conviction of an offence, the mechanism included under chapter 5 provides for a restraint order prohibiting any person, subject to such condition and exceptions as may be specified in the order, from dealing in any manner with any of his or her property.
72. Although the Court has a discretion whether to grant a restraint order, such discretion can only be exercised if the jurisdictional requirements for the granting of a restraint order as stipulated in section 25 of POCA has been satisfied by the NDPP.
73. The NDPP has the onus of showing *inter alia* a reasonable prospect of obtaining both a conviction and a subsequent confiscation order in respect thereof in terms of section 18 of POCA. In order for the NDPP to discharge its onus, the Court must be satisfied from the evidence disclosed by the NDPP that I derived a benefit from the offences with which I am charged with.
74. A person is in terms of section 12(3) of POCA deemed to have been benefited from unlawful activities if he or she has at any time received or retained any proceeds of unlawful activities, being from any conduct which constitutes a crime, or which contravenes any law. 'Proceeds of unlawful activities' is furthermore defined in POCA as any property or any service advantage, benefit or reward which was derived, received or retained, directly or indirectly, in connection with or as a result of any unlawful activity carried on by any person and includes any property representing property so derived.

75. The NDPP has simply failed to make out a case, based on the evidence disclosed by the NDPP in this application, that I have received any such benefit or proceeds from the offences with which I have been charged. In fact, the NDPP did not even attempt to do so.
76. First, Molelle's founding affidavit is silent on the nature and extent of any benefit which I purportedly received from the Vrede Project or from the alleged offences with which I am charged.
77. Molelle's founding affidavit is essentially based on the allegations and evidence which are contained in the affidavits of Schalkwyk and Mradla.
78. Based on the evidence of Schalkwyk, Molelle submits that there are reasonable grounds to believe that the first to eleventh respondents, which therefore includes me, will be convicted and that a confiscation order may be granted against us.
79. However, Schalkwyk's affidavit does not contain any evidence regarding any benefit which I received in respect of or pursuant to the alleged offences. Consequently, Molelle's submission as aforesaid is not based on any facts or evidence and is therefore without any merit.
80. Molelle furthermore relies on the evidence contained in Mradla's affidavit regarding the value of the realisable property which the NDPP seeks to be subject to such restraint. In this affidavit, Mradla also does not make any allegation regarding any benefit which I received or allegedly received from the alleged offences or regarding the value thereof.

81. The high water mark of the NDPP's case regarding its alleged entitlement to a restraint order against me is based on the allegation, which is needlessly bald and sketchy, that I, as well as the second to eleventh respondents and a number of related individuals and entities, which are not identified by the NDPP, colluded in defrauding the Department of the amount of R250 000 000.00.

82. In this regard, the NDPP relies on the following allegations as contained in paragraphs 40.2 and 40.3 of Molele's affidavit:

40.2: I accordingly submit that in determining the amount of the restraint order sought, this Honourable Court should determine and find that the value of the proceeds of the respondents' unlawful activities is the benefit from the aforesaid offences with which the respondents have been or are to be charged, as contemplated in section 25(1)(b) of the Act.

40.3: The value of the benefit in this regard has been determined in the total amount of R250 202 652.00 and investigations will be concluded in due course to determine the full loss suffered and accordingly the benefit derived by the respective respondents.

83. However, neither Molele, Schalkwyk nor Mradia alleges that I have received any benefit from the payments which were made to Estina or of any other benefit and does not disclose the value of any such benefit.

84. To the contrary, Schalkwyk's evidence clearly shows that I did not receive any benefit or proceeds from the Vrede Project. Schalkwyk alleges that:

84.1 Pursuant to the agreement concluded between the Department and Estina on 5 July 2012, and during the period 18 April 2013 to 5 May 2016, the Department paid Estina a total of R250 202 652.00 in respect of services purportedly rendered by Estina for the establishment and management of the Vrede Project;

84.2 The total sum of R250 202 652.00 represents the amount which constitutes the value of realisable property that is sought to be restraint;

84.3 A total of 158 payments, to the amount of R370 617 935.75, were paid from Estina's Standard Bank account to various entities, being Bank of Baroda, Gateway Limited, K Vasram, Linkway Trading, Vargafield and Chandrama Prasad;

84.4 A total of 10 payments were made in the amount of R151 915 211.60 from Estina's First National Bank account to Vargafield, Gateway Limited and two other FNB accounts of which the account holders are unknown, as well as two swift payments;

84.5 From the R110 450 000.00 which was allegedly paid by Estina to the Bank of Baroda, payments in the total amount of R69 200 000.00 were made during the period April 2013 to August 2014 to Oakbay Investments, Annex Distribution, Aeronhaven Trading, Atul Gupta, Westdown Investments and Islandsite Investments;

84.6 After the curator issued his report in the preservation application, it has been established that monies were paid from the Oakbay account to Tegeta Resources, Islandsite Investments and Shiva Uranium in the total amount of R5 000 000.00, that the sum of R38 000 000.00 was transferred on 19 April 2013 from Oakbay to Islandsite Investments and that Oakbay furthermore received the respective amounts of R45 000 000.00 and R1 675 716.00 from Estina and Aerohaven.

84.7 The aforesaid moneys which were paid over by the Department into the bank accounts of Estina was stolen when it was transferred to persons or entities who/which were not in business relationships with the Vrede Project.

84.8 The money was misappropriated in that it was paid into accounts of persons or entities that had no business dealings or relationships with the Vrede Project, namely Gateway Limited and the Bank of Beroda.

84.9 The Department suffered a loss because of the actions of Estina to the value of R250 202 652.00 that was paid by the Department is the proceeds of unlawful activities.

85. In conclusion, Schakwyk alleges that I, together with the second and third respondents, colluded with the directors of Estina and were involved in a series of irregularities and acts of criminality to circumvent the Department's SCM processes and therefore committed the offences which we are charged with and furthermore that the Vrede Project was used as the conduit through

which money was siphoned from the Department into the account of parties who had no interest in farming.

86. However, Schalkwyk, like Molele and Mradla, does not make any allegations regarding the nature and extent of any alleged benefit or of any proceeds which I received from the alleged offences.

87. The NDPP therefore simply failed to show that there is a reasonable possibility that a confiscation order would be granted against me. The reason for its failure to do so is obvious. I did not receive any benefit or any proceeds from the alleged offences.

88. The NDPP's application against me was from the onset without merit and unfounded. It does not only constitute an abuse of the process envisaged in POCA but also an infringement on my constitutional rights as envisaged in the Constitution of the Republic of South Africa, 1996.

89. I reiterate that I did not receive any benefit or proceeds from any of the alleged offences with which I am charged.

OUR ASSETS

90. I am advised that if the NDPP satisfies the jurisdictional requirements for a restraint order, which it did not do, the Court will further only exercise its discretion regarding the issuing of a restraint order to such extent that there will be an appropriate relationship between the value of the property under restraint and the anticipated confiscation order. The absence of such a relationship will render the contemplated interference with the effected persons' property rights

arbitrary and in conflict with his or her constitutional rights as enshrined in the Constitution.

91. Having regard to the evidence on which the NDPP relies, particularly the affidavit of Mradia regarding the value of the realisable property, it is evident that the NDPP also failed to disclose any facts or evidence to this Court regarding the calculation of the value of my alleged benefit and that of the anticipated confiscation order.

92. According to Mradia, I hold the following realisable property for purposes of the restraint order:

92.1 Erf 248, Portions 7, 8, 9, 10 of Kranspoort, held under Deed of Transfer T11094/2006 with an estimated value of R1 300 000.00;

92.2 The motor vehicles as described and set out in paragraph 12.4 of Mradia's affidavit (page 1393), which includes *inter alia* the following:

92.2.1 Isuzu KB, with an estimated value of R20 000.00;

92.2.2 Jeep Commander, with an estimated value of R70 000.00;

92.2.3 Scorpion trailer, with an estimated value of R6 000.00;

92.2.4 Porsche Cayenne, with an estimated value of R120 000.00; and

92.2.5 Ford Ranger, with an estimated value of R210 000.00.

93. The total estimated value of the aforesaid alleged realisable property amounts to R1 726 000,00. However, as stated above, the NDPP did not even attempt to show that there is an appropriate relationship between the aforesaid value of the property and the anticipated confiscation order.

94. In terms of the restraint order, further immovable properties were also included and attached, being:

94.1 Erf 3317, 59 Hennie Marais Street, Ermelo, Mpumalanga;

94.2 Erf 13950, 48 Gascony Crescent, Bayswater, Bloemfontein, and

94.3 Erf 1390, Mpumalanga.

95. The movable assets which are subject to the restraint order are those as dealt with in Mradla's affidavit, as well as my Mercedes Benz vehicle.

96. I did not acquire any of these assets from the proceeds of any unlawful activities. I will briefly deal with these assets and the circumstances under which I acquired the assets.

59 Hennie Marais Street, Mpumalanga

97. The twelfth respondent and I became the registered owners of this property on 3 February 2016. When we bought the property, it was vacant. We have commenced construction work on the property during or about October 2017.

We are in the process of constructing residential units on the property to be rent out and to generate an income. The construction costs are being paid from my investment portfolio which is managed by Stanlib Wealth Management. This investment portfolio has been built up over the years from the income which I received from my employment, as aforesaid.

48 Gascony Crescent, Bayswater

98. The property is our residential home. We bought it during 2011, when we relocated to Bloemfontein. The purchase price amounted to R1 890 000.00. It was financed in terms of a loan which was advanced to us by First National Bank and in terms of which a mortgage bond has been registered over the property. I annex hereto, as annexure "FR4", a copy of FNB's letter dated 29 March 2018 in respect of the loan account. I refer the Court to the content thereof. The current outstanding balance amounts to R1 476 215.53 and the monthly instalment to R17 362.26.

99. I furthermore annex hereto, as annexure "FR5", a copy of my salary advice. An amount of R17 000.00 was monthly deducted from my salary and paid directly to FNB in respect of the loan account. I paid the balance of the monthly instalments from my personal bank account.

The farm Kranspoort 248

100. I purchased the property during 2006, with a mortgage bond which was registered in favour of Standard Bank over the property in the amount of R1 300 000.00.

101. I annex hereto, as annexure "FR6", a copy of the Deed of Transfer in terms of which I received transfer of the farm during 2006.
102. I conduct farming activities on the farm. The total land size of the farm is 483,8179 hectares. The agriculture activities which I conduct on the farm mainly consists of maize and soya production as well as the production of livestock. The farm has 100 hectares under crop production. The remainder of the farm is being used for grazing purposes. I have currently 220 cattle and 218 sheep on the farm.
103. I also have four fulltime employees which are employed in respect of the farming activities and who attend to the farming activities while I am in Bloemfontein.
104. The bond over the farm was paid off during 2013 from the income which I derived from the farm.
105. During the 2017 financial year, I generated a net income of R532 521.24 from the crop production and R580 000.00 from the livestock production.
106. I annex hereto, as annexures "FR7.1" and "FR7.2" copies of the agreements which I concluded with Agri Grain Marketing during August 2017 regarding my 2017 maize and soya crops.

ER 1350. Mpuumalanga:

9

107. We were the owners of the property but has sold it during 2011 to Sedcom. I annex hereto, as annexure "FR8", a copy of the agreement of sale which I concluded with Sedcom in respect of the property.

108. I am therefore not the owner of the property anymore.

The movable assets

109. All the aforementioned motor vehicles were bought through financial institutions and paid from my monthly salary.

110. In this regard, the Court will note from my salary advice that I received a monthly car allowance of approximately R27 000.00.

111. The Jeep Commander (FBZ573MP) has already been paid off.

112. I bought the Mercedes Benz (FWT432FS) during 2016, which vehicle is financed by Standard Bank. I annex hereto, as annexure "FR9", a copy of Standard Bank's statement of account in respect of the finance agreement. The outstanding principal debt currently amounts to R1 131 197.00.

113. The Porsche Cayenne (HBJ691MP) was purchased during 2013 in terms of a finance agreement concluded with Alphera Financial Services. The Porsche Cayenne has been paid off during the beginning of 2016.

114. I bought the Ford Ranger (FRG399FS) for farming purposes during 2015, with finance from Nedbank. I annex hereto, as annexure "FR10", a copy of the

account statement in respect of the finance agreement. The principal debt currently amounts to R319 855,75.

115. For sake of completeness, I annex hereto as annexures "FR11.1" to "FR11.4" copies of the eNatis printouts in respect of the aforesaid vehicles, which printout has been obtained by me on 14 May 2018.

116. Lastly, I was the owner of an Isuzu KB motor vehicle, which vehicle has in the meantime been sold by me to Mr Boikanyo Sathare during January 2018 for R80 000,00. Mr Sathare is residing in Ermelo.

117. Regarding the Steelworks- and Scorpion trailers, copies of the certificates of registration regarding the trailers which I obtained from the registration authority on 14 May 2018 are annexed hereto as annexures "FR12.1" to "FR12.3". I bought the Scorpion trailer during 2010 and the SSK Steelworks trailers during September 2014 and June 2015 respectively. The SSK trailers were bought from Agri Shalom, Bloemfontein for the respective amounts of R26 000,00 and R22 000,00. These trailers are being used for my farming activities in Mphumalanga.

118. As stated above, the twelfth respondent is employed as Director General Transport. Her current monthly nett salary amounts to R30 735,29. I annex hereto, as annexure "FR13", a copy of her salary advice dated 29 March 2018.

119. We have both worked hard over the years to earn a good salary, from which we acquired our current movable and immovable assets. We did not acquire any of these assets from the proceeds of any unlawful activities.

120. We will be severely prejudiced if the aforesaid movable and immovable assets, as well as any of our other assets, remain attached under the restraint order.

121. Since my contract with the Department was due to expire on 30 April 2018, we intended to thereafter relocate to Mpumalanga in order for me to take up farming on a permanent basis. To be able to do so, we intended to sell our Bloemfontein property and to invest the proceeds thereof, as well as the proceeds from my pension fund which is due from my employment with the Department, to acquire additional farming land. However, if the immovable properties remain under attachment, we will be unable to sell the Bloemfontein property and to relocate. I will also be unable to effectively conduct the farming activities since, given the fact that my assets are under attachment, I would not be able to qualify for the necessary production loans.

CONCLUSION

122. For the foregoing reasons, the twelfth respondent and I respectfully request the Court to discharge the provisional restraint order dated 11 April 2014 and to dismiss the NDPP's application against us, with costs.

123. We further request the Court to grant a punitive cost order against the NDPP, which order is justified having regard to the fact that the NDPP invoked the provisions of sections 25 and 26 of POCA against us whilst the NDPP does not rely on any evidence regarding any alleged benefit or proceeds which I allegedly received from the project or offences. The application constitutes an abuse of the process as envisaged in POCA. We therefore pray that the Court directs the NDPP to pay our costs on an attorney and client scale.

AD FOUNDING AFFIDAVIT

124. I will briefly deal with the allegations contained in the founding affidavit, as well as the affidavits of Schalkwyk and Mradla insofar as I have not already dealt with the substance of the allegations contained therein.

Founding affidavit: Molelle**Ad paragraph 1**

125. I deny that the facts contained in Molelle's affidavit falls within his personal knowledge.

126. Molelle relies on the allegations contained in Schalkwyk and Mradla's respective affidavits. The allegations which are contained therein, are based on the content of numerous documents, including the reports by *inter alia* National Treasury and ENS, as well as affidavits which were deposed to by various individuals in the criminal proceedings instituted under CAS200/07/2017. However, the NDPP has not obtained confirmatory affidavits of any of the authors of such documents or reports. Inasmuch as Molelle, Schalkwyk and Mradla rely on the content of these reports, the allegations constitute hearsay evidence and should be struck.

Ad paragraphs 2.1 to 2.3

127. I take note of the content of the allegations contained in these paragraphs.

Parties:

Ad paragraphs 3 to 17:

128. I take note of the allegations contained in these paragraphs.

Section 20 of POCA:

Ad paragraphs 18 to 22:

129. I admit the allegations insofar as the allegations are not inconsistent with the provisions of POCA.

130. The remainder of the allegations are denied.

Jurisdiction:

Ad paragraphs 23.1 to 23.3:

131. Without derogating from my denial that the NDPP is entitled to a restraint order against me and the twelfth respondent, I admit that the application is subject to this Court's jurisdiction.

Ad paragraphs 24 to 24.3

132. I admit the allegations contained in these paragraphs.

133. I have already dealt with the NDPP's onus in respect of the jurisdictional requirements as stipulated in section 25(1) of POCA and the NDPP's failure to discharge such onus.

Ad paragraphs 25 and 26

134. I take note of the allegations contained in these paragraphs.

135. I reiterate that the allegations contained in the affidavits of Schalkwyk and Mladla do not disclose any evidence regarding a reasonable possibility that I will be convicted or a reasonable possibility that a confiscation order will be granted against me.

Schalkwyk's evidenceAd paragraphs 27 to 28.3

136. I have already dealt with the substance of the allegations which relate to me in paragraphs 32 to 87 above.

137. I repeat that Schalkwyk does not allege what benefit I received from the Vrede Project or from the alleged offences with which I am charged.

138. Molelle's submission, based on the allegations contained in Schalkwyk's affidavit, is therefore unfounded and without merit.

19

Curator's reportAd paragraphs 29 to 29.4:

139. I do not have personal knowledge of the content of the allegations contained in these paragraphs.

140. It is however significant that there is no mention made of any monies that were paid over to me from Estina or from any of the other parties and entities.

Realisable propertyAd paragraphs 30 to 32.1.5:

141. I have already dealt with the substance of the allegations regarding the realisable property and the content of Mradi's affidavit in as far as it relates to me in paragraphs 90 to 121 above.

142. I therefore deny the allegations contained in these paragraphs in as far as the allegations are inconsistent with the above allegations.

Preservation applicationAd paragraphs 33.1 to 34.3:

143. I have already dealt with the substance of the allegations above.

144. The twelfth respondent and I were not respondents or effected persons in the preservation application.

14

145. I deny the remainder of the allegations contained in these paragraphs in as far as the allegations relate to me and the twelfth respondent and insofar as the allegations are inconsistent with the content of this affidavit.

Ex parte:

Ad paragraphs 35.1 to 37.4:

146. I deny that there was any justification for applying for the provisional restraint order against me and the twelfth respondent on an *ex parte* basis. In fact, the NDPP failed to make out a case for a restraint order against us and was therefore in any event not even entitled to apply for such an order.

147. However, the NDPP's failure to timeously notify us of the application before obtaining the provisional order, severely prejudiced us because we were immediately confronted with the provisional restraint order without having had an opportunity to oppose the granting thereof. More so where the NDPP has not made out a case in the founding papers for the granting of a restraint order against us.

148. I deny the remainder of the allegations contained in these paragraphs in as far as the allegations are inconsistent with the allegations set out above.

Grounds of urgency:

Ad paragraphs 38.1 to 40.3:

149. I have already dealt with the substance of the allegations contained in these paragraphs herein above.

150. The grounds on which the NDPP relies for the urgency of the application and for obtaining a provisional order on an *ex parte* basis only relate to the facts and circumstances in respect of the other respondents.

151. The NDPP did not make out a case for the granting of the provisional order against me and the twelfth respondent on an urgent and *ex parte* basis.

152. I further deny the remainder of the allegations contained in these paragraphs in as far as the allegations are inconsistent with the allegations set out above.

Ad paragraph 41

153. I take note of the allegations contained in this paragraph.

Ad paragraph 42

154. I deny the allegations contained in this paragraph.

155. I have already dealt with the substance of the allegations above.

156. The twelfth respondent and I therefore deny that the NDPP is entitled to the confirmation of the provisional restraint order.

AFFIDAVIT: SCHALKWYK

157. I have already dealt with the substance of the allegations contained in Schalkwyk's affidavit which relates to me and the twelfth respondent hereinabove.

158. I am therefore advised that it is not necessary to deal with each and every allegation which is contained in his affidavit.

159. The allegations are denied insofar as the allegations are inconsistent with the allegations set out above.

160. I furthermore deny that the allegations on which Schalkwyk relies fall within his personal knowledge.

161. It is, however, necessary to briefly deal with certain of the allegations on which Schalkwyk relies.

Ad paragraphs 36 to 42:

162. First, I deny the allegations and the content of ENS's report dated 10 June 2013 in as far as the allegations and content thereof relates to me and as far as the allegations are inconsistent with the allegations set out above.

163. I have already dealt with the background to the implementation of the Vrede Project in paragraphs 32 to 46 above.

164. I annex hereto, as annexure "FR14", a copy of the initial proposal which was presented by Paras during their visit to South Africa during 2012. This presentation was already provided by me to Warrant Officer A.S. Sambo, an officer employed by the Serious Corruption Investigation, on 15 August 2017. I annex hereto, as annexure "FR15", a copy of the e-mail with which I have provided him with a copy of the presentation as well as the memorandum of

understanding which was concluded between Paras and Estina, which memorandum of understanding is annexed as **exhibit 3** to annexure "SJS3" (page 353).

165. The particulars of Paras' representative, Mr. Gajinder Kumar, being its CEO who represented Paras during the visit to South Africa are contained in the memorandum of understanding. This memorandum of understanding was available when ENS compiled its report as it is annexed as an exhibit thereto. The particulars of Paras' representatives were therefore known to ENS when the report was compiled.

Ad paragraphs 43 to 71:

166. I have already dealt with the allegations regarding the various proposals which were made in respect of the implementation of the Vrede Project and the agreements which were concluded between the Department and Estina in paragraphs 33 to 52 above.

167. I reiterate that in representing the Department in concluding the agreements, I exercised my powers in accordance with the provisions of the PFMA, the Department's SCMP and the Treasury Regulations. The discretion to deviate from the competitive bidding process was furthermore exercised based on the specific circumstances of the project as explained above, which decision was rationally connected with the power given to me and the Executive Council's approval for the implementation of the Vrede Project.

Ad paragraphs 72 to 72.19:

169. I confirm that I have deposed to the said affidavit on 10 August 2017. I have already dealt with the content thereof in paragraphs 33 to 52 above.

Ad paragraphs 73 to 83.7:

169. I deny the allegations contained in these paragraphs as well as the affidavit of Dumisane Cele, annexure "SJS6" (page 784), in as far as the allegations are inconsistent with the allegations contained in this affidavit.

170. I did not refuse to co-operate with Cele's investigation or that of ENS.

171. I deny that I have abused any of my powers as Head of the Department when Estina was appointed or in respect of the implementation of the Vrede Project.

172. I therefore deny the allegations in as far as the deponents allege that I acted unlawfully.

Ad paragraphs 83 to 83.7:

173. I have dealt with the conclusion of the agreements with Estina in paragraphs 33 to 52 above.

174. The partnership agreement was concluded after the Province's legal advisors had insight into the draft agreement and after having amended and finalizing it.

Ad paragraphs 84 to 90.9

175. I have already dealt with the substance of the allegations hereinabove and deny the allegations insofar as the allegations are inconsistent with the content of this affidavit.

Ad paragraphs 91 to 114

176. I deny the allegations which are contained in this paragraph insofar as it relates to me.

177. Again, no mention is made of any payments which were made by Estina or any of its related individuals and entities to me or of any benefit which I allegedly received from the project or from any of the alleged unlawful activities.

Ad paragraphs 115 to 124

178. I have already dealt with the substance of the allegations in paragraphs 33 to 87 above.

179. I therefore deny the allegations in as far as it relates to me and in as far as the allegations are inconsistent with the content of this affidavit.

AFFIDAVIT MRADLA

180. I have already dealt with the content of Mradla's affidavit insofar as it relates to me in paragraphs 90 to 121 above.

181. I therefore do not intend to deal with the content of the affidavit.

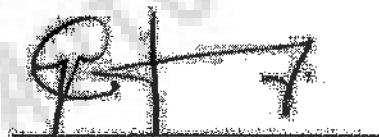
182. The allegations which are contained in her affidavit are denied in as far as the allegations are inconsistent with the content of this affidavit.

CONCLUSION:

183. I annex hereto, as annexure "FR15", a confirmatory affidavit of the twelfth respondent, confirming the allegations regarding our assets and financial affairs as stated herein above.

184. In the premises, the twelfth respondent and I respectfully request the Honourable Court to discharge the provisional restraint order dated 11 April 2016 and to dismiss the NDPF's application against us with costs, being costs to be taxed and payable on an attorney and client scale.

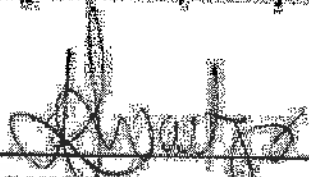
DATED at Blenheim on this 18 day of MAY 2018.



M.P. THABETHE



I CERTIFY that this affidavit has been sworn to and signed before me at Bloemfontein this 10th day of May 2018 by the abovementioned deponent who declared that he is acquainted with the contents of this affidavit and understands same, that he has no objection to taking the prescribed oath and further, that he considers the said oath as binding on his conscience, which oath was properly taken by me, as required by law.



COMMISSIONER OF OATHS

FULL NAMES

ADDRESS

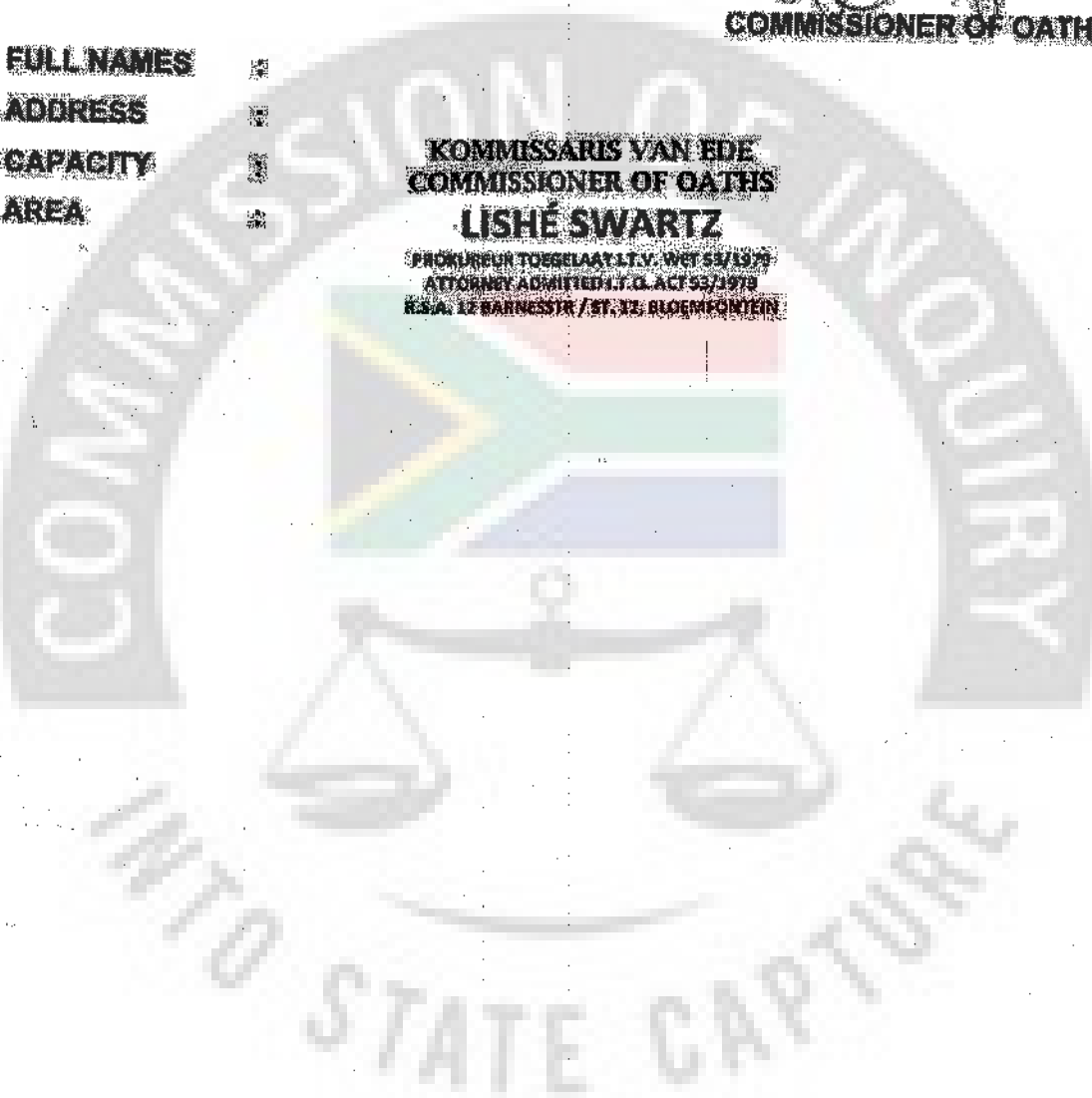
CAPACITY

AREA

KOMMISSARIS VAN EDE
COMMISSIONER OF OATHS

LISHÉ SWARTZ

PROKURER TOEGELAAT L.T.V. WET 55/13/79
ATTORNEY ADMITTED T.O. ACT 93/1979
R.S.A. 12 BARNESSTR / ST. 12, BLOEMFONTEIN



FR₁



the premier

Free State Province

Your ref: H FOURIE/THA2/0001

Our ref: 33/6/18

TO: Mr H FOURIE
Jacobs Fourie Attorneys
PO Box 37240
Langerhovenpark
Bloemfontein
9330

Dear Mr Fourie:

**POSSIBLE PRECAUTIONARY SUSPENSION:
MP THABETHE**

Your letter, dated 23 April 2018, has reference

I trust that you had by now sufficient time to obtain the necessary instructions to respond on behalf of your client.

Due to the severity of the issues involved, I can unfortunately not delay my decision anymore.

I have decided to place your client on precautionary suspension and he will be advised accordingly.

Yours sincerely

KOPUNG KALIKONTSANE
Director General

25 April 2018

Date



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FR2



the premier
OFFICE OF THE PREMIER
FREE STATE PROVINCE

TO: MR MP THABETHE
Head: Department of Agriculture & Rural Development
Free State Provincial Government
Bloemfontein

Dear Mr Thabethe

**POSSIBLE PRECAUTIONARY SUSPENSION:
YOURSELF**

1. As you are aware, the Public Protector has directed in her report on the investigation of allegations of maladministration against the Free State Department of Agriculture & Rural Development relating to the Vrede Integrated Dairy Project, that disciplinary action should be initiated and instituted against all implicated officials involved in the project.
2. I have been delegated by the Premier to implement the remedial action.
3. From the report it is evident that as Head of the Department you are implicated in what can be regarded as financial misconduct. An investigation to obtain the details and possible evidence relating thereto has been initiated and I am of the view that your presence in the workplace may jeopardize the investigation into the alleged financial misconduct and that your presence at the workplace may also prejudice the administration and efficiency of the Department.

DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT
 P.O. BOX 1000, BLOEMFONTEIN 9001
 TEL: 051 400 1000 FAX: 051 400 1001
 WWW.AGRICULTURE.FS.GOV.ZA

[Handwritten signature]

4. I am consequently considering a precautionary suspension of yourself and you are hereby afforded the opportunity to provide me with such information and/or representations as you may deem necessary and which may have a bearing on any decision which I may take in this regard.

5. Should you wish to provide me with such information and/or representations, it should reach my office not later than Monday, 23 April 2018, at 16:00.

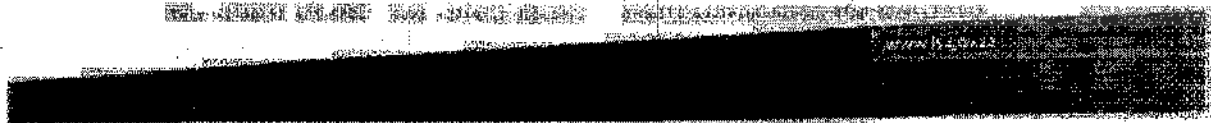
Yours sincerely


KOPUNG RALOKONTSANE
DIRECTOR GENERAL

20 APRIL 2018



Office of the Director General
PO Box 100, Pretoria 0001
Tel: +27 (0) 12 312 3123
Fax: +27 (0) 12 312 3124
www.saca.org.za



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CURRICULUM VITAE

MPT-150
FR3

Mr. Mbana Peter Thabathe

18 George Crescent
Raywater
Bantombom
9301

Born: 26-12-1965 (Mpumalanga)
ID No: 651226-5421-089
Nationality: South African
Sex: Male
Marital Status: Married (Two children)
Languages: English, aSwan, Afrikaans,
isiZulu & isiXhosa
DRIVERS LICENCE: CODE 19 (01)

CONTACT ADDRESSES

PO Box 18
Ethekeni
2330
Mpumalanga
SOUTH AFRICA

Tel: (051) 436 2135
Fax: (056) 558 8152
Mob: 083 726 3063
E-mail: thabathe@agric.fs.za (Work)
E-mail: pthabathe@hotmail.com (Home)

SUMMARY OF PROFILE AND ATTRIBUTES

Mr Mbana Peter Thabathe was born in Badplaas (Mpumalanga) and completed his high school in Barberton. Upon completing his Bachelor of Agriculture Degree at the Fort Hare University, he joined the Mpumalanga Agricultural Development Corporation (MADC) as an Agricultural Advisor. Here he was responsible to develop a funding Strategy and ensure that the criteria are fair with an emphasis on the poor. At this time, he furthered his studies and obtained his Bachelor of Agriculture Extension Honours in 1991 at the University of Fort Hare. In 1992, he joined the Department of Agriculture and Land Administration, in Mpumalanga as a Development Technician.

He obtained senior level experience in project development and management, strategic planning and corporate governance in relation to Rural Development which started with appointment as Assistant Director: Non-Formal Training at the Lowveld College of Agriculture. He also gave part time lectures for the Agricultural Extension upgrading programme at the Lowveld College of Agriculture in Nelspruit. He coordinated LandCare and conservation to maintain interactive operational and management support structures through sound management practices. During this time, he also obtained a Master's degree in Development Communication at the University of Pretoria.

He was promoted to the post of Deputy Director: Agricultural Extension Services in 2004 where his responsibilities included managing the Land Redistribution for Agricultural Development programme as well as State Land Management functions and settlement projects. Later in 2006, he was promoted to Director: Regional Services for Gert Sibande District in Ermelo, Mpumalanga Province. He was moved in 2008 to Head Office in Nelspruit as Programme Coordinator for the Land and Agrarian Reform Programme (LARP) at the same Department.

Was appointed as Special Advisor to the Minister of Agriculture, Forestry and Fisheries in 2009 where he charged with the responsibility to advise the Minister on issues relating to Agriculture, Forestry and Fisheries nationally.

In January 2010 at the request of the Minister was appointed as acting Director-General for the Department of Agriculture, Forestry and Fisheries. A particularly challenging position of restructuring the department to which the fisheries and forestry functions had been added to improve service delivery.

He was in November 2010 appointed to the Board of the National Development Agency (NDA) as a Government representative. He serves as a Chairperson of the Committee on Projects, Research and Development.

He was appointed as Head of Department for the Free State Department of Rural Development. A position he served from August 2011 to April 2013. He is currently appointed as Head of Department for the Free State Department of Agriculture and Rural Development. A position he served from May 2013 to date.

He is an innovative, creative, Energetic and self-motivated Agriculturalist with a solid background and experience in Agriculture and Rural Development. He is able to work on own initiative and as part of a team to achieve organization's objectives. Has proven leadership skills involving managing, developing and motivating teams to achieve its objectives and have excellent analytical, design, presentation and problem-solving skills. Always shows dedication to maintain excellent quality product and excellent service delivery.

EMPLOYMENT HISTORY

Employer	Department of Agriculture and Rural Development	
Nature of Business	Free State Provincial Government	
Position	Head of Department	
Dates of Service	01 May 2013 to 30 April 2018	
Responsibilities		
<p>Within the strategic framework as determined by the MEC: Agriculture & Rural Development, the Head: Agriculture & Rural Development:</p>		
<p>(i) Assist and advise the Member of the Executive Council in terms of her executive powers in relation to the Department of Agriculture & Rural Development so as to ensure effective service delivery within the legal mandates of the Department;</p>		
<p>(ii) Manage and administer the Department of Agriculture & Rural Development efficiently in terms of the provisions of the Public Service Act, 1994 (as amended), including the effective utilization and training of staff, the maintenance of discipline, the promotion of sound labour relations and the proper use and care of State property;</p>		
<p>(iii) Manage and administer, as Accounting Officer, the budget vote of the Department of Agriculture & Rural Development to execute all responsibilities as set out in Section 38 of the Public Finance Management Act, 1999 (Act 29 of 1999);</p>		
<p>(iv) Assist the Director-General as Head of the FSPG by means of the Inter Departmental Management Committee as well as its Technical Committees to ensure coherent governance in the FSPG as a corporate entity;</p>		
<p>(v) Attend various Committees related to Agriculture and other matters of the Province so as to improve service delivery to the community;</p>		
<p>(vi) Participate with the development and implementation of the Free State Development Plan so as to improve the corporate functioning of the Free State Provincial Government as a whole; and</p>		
<p>(vii) Implement Outcome-based performance system and annual priorities of the department and Province as a whole;</p>		
Reporting Relationship		
Reported To (Job Title)	Member of Executive Council	
Contact numbers	072 661 4458	Office 051 861 8509
Number of Subordinates	1300	

Q


Employer	Department of Rural Development	
Nature of Business	Free State Provincial Government	
Position	Head of Department	
Dates of Service	01 August 2011 to 30 April 2013	
Responsibilities		
<p>Within the strategic framework as determined by the MEC, Rural Development, the Head, Rural Development:</p>		
(vii)	Assist and advise the Member of the Executive Council in terms of her executive powers in relation to the Department of Rural Development so as to ensure effective service delivery within the legal mandates of the Department.	
(ix)	Manage and administer the Department of Rural Development efficiently in terms of the provisions of the Public Service Act, 1994 (as amended), including the effective utilization and training of staff, the maintenance of discipline, the promotion of sound labour relations and the proper use and care of State property.	
(x)	Manage and administer, as Accounting Officer, the budget vote of the Department of Rural Development to execute all responsibilities as set out in Section 39 of the Public Finance Management Act, 1999 (Act 29 of 1999).	
(xi)	Assist the Director-General as Head of the FSPG by means of the Inter-Departmental Management Committee as well as its Technical Committees to ensure coherent governance in the FSPG as a corporate entity.	
(xii)	Attend various Committees related to Rural Development and other matters of the Province so as to improve service delivery to the community.	
(xiii)	Participate with the development and implementation of the Free State Development Plan so as to improve the corporate functioning of the Free State Provincial Government as a whole, and	
(xiv)	Implement Outcome-based performance system and annual priorities of the department and Province as a whole.	
Reporting Relationship		
Reported To (Job Title)	Member of Executive Council	
Contact numbers	072 661 4458	Office 051 861 8509
Number of Subordinates	1300	

3

Employer	Department of Agriculture, Forestry and Fisheries.	
Nature of Business	Agriculture, Forestry and Fisheries	
Position	Acting Deputy Director General (Operational Management)	
Dates of Service	15 September 2010 to 30 July 2011	
Responsibilities:		
Deputy Directors General		
<ul style="list-style-type: none"> * Provide support to the Minister and DG in relation to solutions to the challenges specific to their branches in the delivery of the key results areas relevant to their programmes and branches (including direct role regarding inputs into strategy, accountable to relevant inputs to parliamentary committee meetings, cluster meetings, implementation of the sector plan and etc.); * The articulation of Government Policy in relation to agriculture and Departmental strategy and what it means for the country and the branch including the political environment; • Ensure synchronization of the Departmental deliverables with the provincial Departments of Agriculture and other government entities reporting to the Department of Agriculture • Develop Service Agreements with Provincial Departments of Agriculture and other relevant State Owned Entities consistent with the sector priorities * Lead the programme and Branch in the implementation of policy priorities and the realization of strategic objectives of the programme and Branch including set targets; * Mobilize and allocate resources in accordance with the priorities; * Monitor and evaluate the implementation of projects and ensure appropriate reporting; * Assume central coordination role in relation to the functions of the programme and branch with all stakeholders including provincial coordination; * Support to other programmes and branches in the achievement of their targets on cross functional responsibilities which should be agreed upon in specific terms; * Take overall financial responsibilities of the programme and branch; 		
Reporting Relationship		
Reported To (Job Title)	Mr Langa Zita (Director General)	
Contact numbers	083 286 7215	Office 012 319 7300
Number of Subordinates	4	

Employer	Department of Agriculture, Forestry and Fisheries	
Nature of Business	Agriculture, Forestry and Fisheries	
Position	Acting Director General	
Dates of Service	01 January 2010 to 15 September 2010	
Responsibilities	<p>Acting Director General</p> <ul style="list-style-type: none"> * Providing direct support to the Minister, including management of the political environment in relation to policy implementation. * The strategy of the Department: formulation, tracking progress, reporting and analysis of results; * Integrated governance: functioning on a level that considers the strategic priorities of the whole of government (i.e. all Departments, not just own); * Functioning on a strategic level that facilitates the integration of all branches; * Ensuring that Minimum Information Security Standards (MISS) are adhered to; * Regional integration; * The management of ODGs; and * The management of financial and other resources of the department; * Provide oversight of financial management and allocation of resources. 	
Reporting Relationship		
Reported To (Job Title)	Ms Tina Joemat-Pettersson (Minister)	
Contact numbers		Office 012 319 7236
Number of Subordinates	8	

Employer	Department of Agriculture, Forestry and Fisheries	
Nature of Business	Agriculture, Forestry and Fisheries	
Position	Special Advisor to Minister	
Dates of Service	3 August 2009 to 30 December 2009	
Responsibilities	<p>Special Advisor</p> <ul style="list-style-type: none"> * Advise the Minister on issues relating to Agriculture, Forestry and Fisheries nationally. * Adds a political dimension to the advice and assistance available to Minister while reinforcing the political impartiality of the permanent Civil Service by distinguishing the source of political advice and support. * Help Minister on matters where the work of Government and the work of the Government Party overlap and where it would be inappropriate for permanent civil servants to become involved. * An additional resource for the Minister providing assistance from a standpoint that is more politically committed and politically aware than would be available to a Minister from the permanent Civil Service. 	
Reporting Relationship		
Reported To (Job Title)	Ms Tina Joemat-Pettersson (Minister)	
Contact numbers	Cellular 082	Office 012 319 7236
Number of Subordinates	0	

Employer	Department of Agriculture, Rural Development and Land Administration, Mpumalanga Province	
Nature of Business	Agriculture	
Position	Programme Coordinator (Head Office)	
Dates of Service	01 September 2008 to 30 July 2009	
Responsibilities	<p>Land and Agrarian Reform</p> <ul style="list-style-type: none"> • Manage the provision of access to Land and Agrarian Reform Services • Coordinate and develop systems and support for Land Redistribution Programmes • Coordinate and develop support systems for Restitution Programme • Facilitate agricultural State Land Management and Administration • Develop and manage partnership on Land Redistribution and Restitution 	
Reporting Relationship		
Reported To (Job Title)	Ms Nelsiwe Sithole (Head of Department)	
Contact numbers	Cellular 082 903 8646	Office 013 766 6020
Number of Subordinates	3	

Employer	Department of Agriculture and Land Administration, Mpumalanga Province	
Nature of Business	Agriculture and Land Reform	
Position	Director: Regional Services (Gert Sibande District)	
Dates of Service	02 January 2006 to 30 August 2009	
Responsibilities	<ul style="list-style-type: none"> • To contribute to the redistribution of commercial agricultural land in an effort to bring equity in land ownership; • Support land restitution and redistribution through pre and post farmer settlement support; • Commercialisation of small-scale farmers through the creation of new commercial farmers • Facilitate and support and develop sustainable commercial enterprises; • Contribute to food security for the marginalised poor in the Province; • To keep the administrative and political heads of the department appropriately informed. 	
Reporting Relationship		
Reported To (Job Title)	Ms Nelsiwe Sithole (Head of Department)	
Contact numbers	Cellular 082 903 8646	Office 013 766 6020
Number of Subordinates	7	

Employer	Department of Agriculture and Land Administration, Mpumalanga Province.	
Nature of Business	Agriculture	
Position	Deputy Director: Agricultural Extension Services	
Dates of Service	01 April 2004 to 31 December 2005	
Responsibilities	<ul style="list-style-type: none"> • Land Redistribution for Agricultural Development; • Pre-settlement planning and post-settlement support to all land reform projects i.e. restitution and redistribution (LRAD, SLAG, PLAS & LASA); • Settlement support to all farmers farming on a commercial scale under freehold, leasehold and under communal system; • State agricultural land management and administration; • Operational & Financial Management. 	
Reporting Relationship		
Reported To (Job Title)	Dr BH Koch (District Director)	
Contact numbers	Cellular 082 578 5197	Office 017 819 2076
Number of Subordinates	89	

Employer	Department of Agriculture and Land Administration, Mpumalanga Province.	
Nature of Business	Agriculture	
Position	Assistant Director: Non-formal Training (Lowveld Agric College)	
Dates of Service	01 September 1996 to 30 August 2004	
Responsibilities	<ul style="list-style-type: none"> • To capacitate farmers through individual and group initiatives, co-operative exercises and professional development. • To promote empowerment and integrated rural development by actively participating in the activities of Development Forums (e.g. IDP's and ADG's), Organized Agriculture and/or any other relevant organization (e.g. NGO's). • To alleviate poverty by planning and promoting income generating projects and by sharing relevant knowledge and information with members of the poorer sector of the community. • To address household food security by promoting smaller community projects through training and planning initiatives and by rendering the appropriate after-care. • To encourage LandCare and conservation programmes by facilitating the operational activities. • To maintain interactive operational and Management Support Structures through sound management practices. 	
Reporting Relationship		
Reported To (Job Title)	Dr SE Terblanche (Lowveld Agric College Principal)	
Contact numbers	Cellular 083 584 4090	Office 012 420 2246
Number of Subordinates	8	

Employer	Mpumalanga Agricultural Development Corporation	
Nature of Business	Agriculture	
Position	Agricultural Advisor	
Dates of Service	01 February 1989 to 30 August 1992	
Responsibilities	<ul style="list-style-type: none"> • Develop a funding strategy for projects through; • Ensuring that criteria to receive financial support is fair, equitable and just with an emphasis on the poor; • Support to all farmers farming on a commercial scale under freehold, leasehold and under communal system e.g. PTO • Mapping of the agricultural land use resource zones per local municipality; • Ensure that a monitoring and evaluation system for the program exists and is implemented; • Assisting more families and communities through food security initiatives. 	
Reporting Relationship		
Reported To (Job Title)	Mr Joshua Nkosi (Agriwane – Training Manager)	
Contact numbers	Cellular 082 419 2375	Office 013 755 6328
Number of Subordinates	None	

SPECIALIST KNOWLEDGE ACQUIRED

Act/Policies	Level of knowledge		
	Basic	Intermediate	Advance
Strategic Plan for South African Agriculture, 2001			
White Paper on Land Reform in South Africa, 1997			Yes
Restitution of Land Rights Act, 22 of 1994			Yes
Land Redistribution for Agricultural Development policy, 2001			Yes
Provision of Certain Land and Assistance Act, 1993 (as amended)			Yes
Agri-BEE framework document			Yes
Constitution of the Republic of South Africa, Section 25 and Schedule 4		Yes	

[Handwritten Signature]

INSERVICE TRAINING

- **Advanced Computer skills** - Ability to use MS office suite (word processing (Ms Word), data base and spreadsheet (Excel), Power Point, Internet, and E-mail.
- **Presentation and Facilitation skills**: hold information sessions, presentations on community-based projects and strategic planning.
- **Interpersonal, networking and communication skills** - public liaison, handles conflict well, build relationships and profiling constituencies.
- **Knowledge of business processes and economic trends** - Negotiator on economic and environmental issues in international forums on bio-diversity and desertification as representative for South Africa.
- **Report writing skills** - Strategic planning documents, Progress report on programmes and projects, status reporting, quarterly and annual reports, memorandums and meeting minutes.
- **Strategic planning skills** - ability to align business budget structure to the organisational priorities, mission and objective and adaptability to adapt to new environment.
- **Social Interaction** - Participated in participatory Rural Appraisal by the Institute for Social Development, University of Western Cape.
- **Organising** - Was seconded by the Mpumalanga Province to give support to the National Department of Agriculture's commitment towards the WSSD as well as the New Partnership for Africa's Development Initiative (NEPAD) from the 1st May 2002.

INTERNATIONAL EXPERIENCE

1992 - 1993 Attended a course in Vegetable Production attended for three months a vegetable production programme arranged by the Japan International Co-operation Agency in Japan.

1994 - Attended a course in Rural Development and Small-scale Farmhouse holds Management organized by the Japan International Co-operation Agency for the Republic of South Africa in Japan.

1997 - Part of delegation on LandCare and Sustainable Agricultural Resources tour, that also attended a LandCare 'Changing Australia' Conference organized by LandCare Australia.

March 2000 - Lead a Delegation to Western Australia to explore Junior LandCare Program on Environmental Education.

June 2000 - Part of delegation on the LandCare and Field Officer Technical Guide (FOTG) for Sustainable use of Resources Technical Guide in the United States of America as part of a Bi-national Agreement between the RSA and USA.

October 2000 - Attended the IGAD/ SADC Workshop on Resource Mobilization for the Convention to Combat Desertification in East and Southern Africa held in Mombassa, Kenya.

December 2000 - Attended the Forth Conference of the Parties to the Convention to Combat Desertification (COP4) held in Bonn, Germany.

March 2001 - Presented the first South Africa Country Report to the Forth Conference of the Parties to the Convention to Combat Desertification held in Bonn, Germany.

April 2001 - Attended the Workshop on Integration of Priority Activities related to Combating Desertification into the ACP-EU Country Support Strategies, Addis Ababa, Ethiopia.

May 2001 - Attended the SADC Sub-Regional Stakeholders Consultation on Partnership and Capacity Building for Resource Mobilization for UNCCD Implementation in Southern Africa, Pretoria, South Africa.

August 2001 - Attended the African Regional Conference in Preparation for the Fifth Session of the Conference of the Parties (COP 5) to the Convention to Combat Desertification (UNCCD) was held at Maputo, Mozambique.

October 2001 - Attended the Fifth Conference of the Parties (COP5), to the United Nations Convention to Combat Desertification (UNCCD) in Geneva, Switzerland.

November 2002 - Attended the First Committee for the Review of the Implementation of the Convention to Combat Desertification (COP1) in Rome, Italy.

March to April 2003 - Participated in the Course on Desertification organised by the Spanish Agency for International Cooperation and the University of Valencia in Valencia, Spain.

August 2003 - Attended the Sixth Conference of the Parties (COP6), to the United Nations Convention to Combat Desertification (UNCCD) and the Second Committee for the Review of the Implementation of the Convention to Combat Desertification (COP2) in Havana, Cuba.

February 2004 - Attended the Seventh Meeting of the Conference of Parties to the Convention on the Biological Diversity (COP 7) and the First Meeting of Parties (MOP1) for the Cartagena Protocol on Bio-safety, in Kuala Lumpur, Malaysia.

April 2004 - Attended a workshop on Forests and Forests Ecosystems: Promoting synergy in the implementation of the three Rio Conventions in Virtebo, Italy.

February 2005 - Attended a Workshop of Eastern and Southern African countries on Lessons Learnt and Good Practices in the context of National Reports on the Implementation of the United Nations Convention to Combat Desertification held in Addis Ababa, Ethiopia.

May 2005 - Attended the United Nations Convention to Combat Desertification (UNCCD) Third Session of the Committee for the Review of the Implementation of the Convention (CRIC 3) in Bonn, Germany.

September 2008 - Participated in a Study tour on Extension and Farmers Support Services Capacity Building Programme in Paris, France.

- September 2009** – Attended a Meeting of the SADC Council of Ministers in Kinshasa, Democratic Republic of Congo.
- October 2009** – Attended a bilateral meeting between Ministers of South Africa (Minister for Agriculture, Forestry and Fisheries) and Zambia (Minister of Agriculture and Cooperatives and as Acting Minister for Veterinary and Livestock Development) who met to discuss issues of cooperation that should be taken forward to create trade balance between the two countries held in Lusaka, Republic of Zambia.
- October 2009** – Participated on bilateral relations between the Republic of South Africa and the Republic of Zambia during the State visit to Lusaka, Republic of Zambia.
- November 2009** – Participated in a United States Biotechnology Study tour (on the development and adoption of various biotechnology applications including the use of genetic modification in food and agriculture) from 6-20 November 2009 held in Washington DC and Louis, Missouri, United States of America.
- August 2010** – Participated on a trip to do an assessment on a request for accreditation of an establishment in Aurangabad in Maharashtra State in India for export of risk free deboned and deglarded frozen buffalo meat to South Africa.
- September 2010** – Participated on bilateral relations between the Republic of South Africa and the Arab Republic of Egypt during the State visit to Cairo, Arab Republic of Egypt.
- October 2010** – Participated in an AU Conference of African Ministers of Agriculture (CAMA) "delivering on Africa's Agriculture Development Agenda" held on 28 – 29 October 2010 in Lilongwe, Republic of Malawi.
- December 2010** – Participated on bilateral relations between the Republic of South Africa and the Republic of Cuba during the State visit to Havana, Republic of Cuba.
- December 2010** – Attended the United States – South Africa Strategic Dialogue Bilateral Working Group Annual Progress Report meeting held in Washington DC, United States of America.
- February 2012** – Visited India to establish partnership for dairy enterprise development in the Free State Province.
- September 2012** – Formed part of a delegation led by the MEC Treasury. This visit was to explore areas of co-operation between the Free State Province and 3 other Provinces in China (Jiangsu, Jiangxi and Shaanxi). Attended a Trade and Investment Fair.
- April 2014** – Accompanying a group of three hundred students to study in Beijing, China. The trip was to provide support and assist the students with registration processes at the university.
- November 2014** – Visited India to establish Integrated Poultry business opportunities including Agro-processing and Packaging Projects.
- October 2015** – Attended a forum on small and medium businesses of SCO and BRICS countries and to establish relations with various states in Russia, and Belarus in areas of Education, Economic Development and Agriculture.
- March 2016** – Led a delegation to the Mozambican Province of Nampula to establish co-operations, promote trade, attract investment, and promote tourism and other possible opportunities.

April 2016- Assigned by the Premier to travel to Russia, Belarus and Bulgaria to engage with the political leadership of instances with Agriculture, housing in pursuit of co-operation in a number of areas.

September 2016- Visited Russia People's Friendship University to meet with the Vice Rector, the Head of Agriculture Department and staff to engage and finalise the Agro-Processing course curriculum to suit the Free State Province before students commence with their studies.

October 2016- Attended an international conference on the 'Employment of Foreign Students' which took place at the People's Friendship University, Moscow, Russia.

November 2016- Visited Belarus and Russia to have discussions with the Belarusian State Agrarian University and People's Friendship University on matters concerning student courses.

February 2017- Visited the State of Sao Paulo, Brazil along with a delegation to look at streamlining and identifying opportunities in the sectors of Manufacturing industry and Education.

April 2017- Visited China to resolve academic issues faced by students studying at Nanjing Agricultural University in China.

May 2017- Attended a Trade Expo in the Province of Jiangsu, China. To further strengthen cooperation in areas of economic development and education.

June 2017- The Free State Province was invited to Belarus to attend the 'Belarus Africa Forum' and attending the Belarus Agricultural Expo.

August 2017- Part of the Presidential delegation attending the BRICS summit held in Xiamen, Fujian Province in China. Also undertook a visit with the Premier to Shandong Province to establish Province to Province relations.

November 2017- Undertook a visit to Moscow, Russia to meet with Authorities of Medical and Agricultural Universities in a preparation for transfer of Medical and Veterinary Science students from China.

January 2018- Accompanied a group of students that received scholarships to study Agricultural courses in Bulgaria.

January 2018- Formed part of a delegation that travelled to the State of Sao Paulo, Brazil to finalise logistics in preparation of the intake of officials for a ten month vocational training course.

ACADEMIC QUALIFICATIONS

Qualifications	Name of Institution	Place Obtained	Year Obtained	Subjects/Courses
Standard 10	Emjindini High School	South Africa	1983	English E (HG) Afrikaans E (HG) Zulu D (HG) Biology E (HG) Geography E (HG) Agric Science E (SG)
B Agric	Fort Hare University	South Africa	1988	<p>1985 Agricultural Biology Elements of Agro-meteorology Introduction to Crop Science Introduction to Agricultural Economics Marketing of Agric. Products Agricultural Chemistry Introduction to Agricultural Engineering</p> <p>1986 Introduction to Animal Science Elementary Irrigation Introduction to Scientific Concepts Pedology Elementary Animal Health Introduction to Agricultural Extension</p> <p>1987 Principles of Animal Nutrition Elements of Crop Production Farm Management Elements of Horticultural Science Elements of Fruit and Vegetable Production Plant Pest Control Introduction to Pasture Ecology Veld and Cultivated Pasture Management Introduction to Soil Science Agric. Extension and human Development Applied Extension and Rural Development Seminars</p> <p>1988 Land Use Planning Project: Applied Land Use Planning Small Stock Science</p>

Qualifications	Name of Institution	Place Obtained	Year Obtained	Subjects/Courses
B Agric Honours	Fort Hare University	South Africa	1991	1990 Basis and Philosophy of Agric. Extension Principles and Methodology of Communication Extension Evaluation 1991 Agric. Extension dissertation Agric. Extension Course Seminar Project on Extension and Rural Planning
M.A. Development Communication	University of Pretoria	South Africa	2002	1989 The Theory of Development Communication The Practice of Development Communication Management of Development Communication 2000 Information Centre and Development Communication Mini Dissertation: Development Communication

NON-ACADEMIC QUALIFICATIONS

Qualification	Name of Institution	Place Obtained	Year Obtained	Subjects/Courses
Certificate	WRIST	Australia	1997	Rural Business Management
Certificate	DRFN Namibia	South Africa	2002	Alternative ways to Combat Desertification
Certificate	University of Valencia	Spain	2003	Desertification
Certificate	SAMDJ	South Africa	2006	Public Financial Management
Certificate	University of Pretoria	South Africa	2006	Performance Management
Certificate	SAMDJ	South Africa	2008	Core Skills and Deployment Modules of Project KHAEDU

COMPUTER LITERACY

Package	Level (Basic, Intermediate, expert)	Completed
PowerPoint, Excel and MS Office 2007	Expert	June 2009
Microsoft Office Project 2007	Expert	May 2009
Microsoft Arc View	Intermediate	May 2009
Internet; and E-mail.	Expert	June 2009

AWARDS

- The Bronze Medal for Extension excellence was awarded for the contribution to Sustainable Extension and Rural Development during the International Extension Conference 26-30 May 2002 in Durban.
- Certificate for Coordinated Extension was awarded for the Best Team Performance in leading a Farming Development Programme in 1998.

MEMBERSHIP IN PROFESSIONAL ORGANISATIONS

- Current Board Member of the National Development Agency as Government Representative November 2010 to Date
- Former President of the South African Society for Agricultural Extension (SASAE) 2005-2007 (Professional Member and Board Member).
- Former Chairperson for the Central Branch of the South African Society for Agricultural Extension (SASAE) 2004-2006.
- Member of JAASA (Japan Alumni Association for South Africa).
- Member of the Southern African Association for Farming Systems Research and Extension (FSR&E).

REFERENCES

Mr Kopung Rafikontsane
 Director General
 Department of the Premier
 PO Box 517
 Bloemfontein
 9300
 Tel: (051) 405 4926

Mr Tam Ndumo
 Chief Director: Corporate Services
 Department of Agriculture and Rural Development
 Private Bag X 01
 Bloemfontein
 9300
 Tel: 051 861 8509

End



P.O. Box 1055
Johannesburg 2000

Email: homecare@fnb.co.za

Web: www.fnb.co.za

Tel: 087 530 13 45

Customer Service Dept

MR M P & MRS P M G THABETHE
P.O. BOX 18
ERMELO
2350

29 March 2018

Dear Customer,

Loan Account Number: 3-000-013-134-465

Your loan interest rate has been decreased by 0.25% from 10.40% to 10.15% on 29 March 2018. This follows a decision by the South African Reserve Bank to decrease the Repo rate by 0.25%.

Please refer to the revised payment schedule below for more information on how this will affect your loan repayments.

Where a Fixed interest rate contract exists, this contract and agreed rate will remain in place until the agreement expires.

Repayments made by debit order to your First National Bank loan account will be adjusted automatically. Kindly ensure that the necessary funds are available in your account on the relevant date.

Stop order repayments will not be adjusted automatically and you will need to contact your bank to adjust the stop order accordingly. Similarly, if you pay by cash, please make the necessary adjustments.

If your payment is deducted from your salary, please inform your employer of the adjustment to your repayment. Should your payroll date fall before the date of the rate change, kindly ensure that you settle the arrears as soon as possible to avoid any arrear interest and, more importantly, to preserve your good payment record.

Please contact us should you require any assistance, or if you would like more information about our fixed interest rate options, which are available for periods of 12, 18, 24, 36, 48 or 60 months.

Yours sincerely,

Relationship Manager

Information as of 29 March 2018

Loan Account Number 3-000-013-104-456

Outstanding Balance R1 475 215.53

Original Term 240

Remaining Term 172

Revised Payment Due On 01 April 2018

Revised Monthly Payment Details	Current	Revised
Interest Rate	10.40%	10.15%
Basic Repayment	R17 305.25	R17 024.59
Home Owners Comprehensive Insurance	R0.00	R0.00
Life Assurance	R0.00	R0.00
Monthly Service Fee (VAT Incl.)	R57.00	R57.00
Voluntary Excess Payment	R0.00	R0.00
Rescheduled Arrears	R0.00	R0.00
Total Payment	R17 362.20	R17 081.59

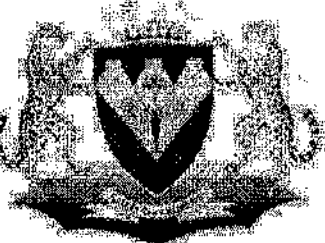
Please note that your 'Basic Repayment' does not make allowance for any advance or arrear amount on your account.

Handwritten initials/signature

REGISTRATION NUMBER	PERSONAL NUMBER	PERSONAL NUMBER	ORGANISATION
00221423/PS03	2072099 4 100101	2072099 4 100101	AG FREE STATE DEPARTMENT OF AGRICULTURE
PERSONAL NUMBER	PERSONAL NUMBER	PERSONAL NUMBER	PERSONAL NUMBER
2072099 4 100101	2072099 4 100101	2072099 4 100101	2072099 4 100101
PERSONAL NUMBER	PERSONAL NUMBER	PERSONAL NUMBER	PERSONAL NUMBER
2072099 4 100101	2072099 4 100101	2072099 4 100101	2072099 4 100101
PERSONAL NUMBER	PERSONAL NUMBER	PERSONAL NUMBER	PERSONAL NUMBER
2072099 4 100101	2072099 4 100101	2072099 4 100101	2072099 4 100101

MDP: 167

PROVINSIALE ADMINSTRASIE
 VRYSTAAT
 DEPARTEMENT VAN LANDBOU
 SALARISADVIES



FREE STATE
 PROVINCIAL ADMINISTRATION
 DEPARTMENT OF AGRICULTURE
 SALARY ADVICE

FR5

REGISTRATION NUMBER 00221423/PS03	PERSONAL NUMBER 2072099 4 100101	MEDICAL TAX CREDITS R 50.00	MEDICAL FRINGS BENEFIT 2330.00	NUMBER OF MEDICAL DEPENDANTS 0	PENSIONER NO 00000000	LEFT NOTICE 300000.00
VERBODEN PERIODE 0	DEKONTVOLLENDIE VERLOF 0	PORTIE SKEDS 0	VALUOISE SKEDS 0	VERVOLG 0		
Wages/Earnings	Medical tax credits	Medical fringe benefit	Number of medical dependants	Pensioner no	Left notice	
10000.00	50.00	2330.00	0	00000000	300000.00	
VERDIENSTE/EARNINGS						
AFTREKKINGS/DEDUCTIONS						
Item	Description	Amount	Item	Description	Amount	
0001	TAX 20%	2000.00	0001	TAX 20%	2000.00	
0002	DATA	1000.00	0002	DATA	1000.00	
0003	EMPLOYER'S CONTRIBUTION	1000.00	0003	EMPLOYER'S CONTRIBUTION	1000.00	
0004	EMPLOYEE'S CONTRIBUTION	1000.00	0004	EMPLOYEE'S CONTRIBUTION	1000.00	
0005	TRAVEL ALLOWANCE	1000.00	0005	TRAVEL ALLOWANCE	1000.00	
0006	MEDICAL TAX CREDIT	50.00	0006	MEDICAL TAX CREDIT	50.00	
0007	MEDICAL FRINGS BENEFIT	2330.00	0007	MEDICAL FRINGS BENEFIT	2330.00	
0008	NUMBER OF MEDICAL DEPENDANTS	0	0008	NUMBER OF MEDICAL DEPENDANTS	0	
0009	PENSIONER NO	00000000	0009	PENSIONER NO	00000000	
0010	LEFT NOTICE	300000.00	0010	LEFT NOTICE	300000.00	

BOODSKAP/MESSAGE

LEAVE CREDITS ARE SUBJECT TO AUDITING. ALL LEAVE TAKEN HAS NOT NECESSARILY BEEN PROCESSED ON PERSONAL VTL. YOUR HRMAN RESOURCE OFFICER IS RESPONSIBLE TO CERTIFY THE INDICATED CREDITS AS CORRECT.
 PLEASE TAKE NOTE THAT LEAVE CREDITS FOR THE PREVIOUS LEAVE CYCLE (2017) WHICH ARE NOT UTILIZED BY 30 APR 2018 WILL BE FORFEITED.

IRP5 BESONDERHEDE/IRP5 PARTICULARS

3800 INCOME (PAYE)	2000.00	4103 TOTAL EMPLOYEE'S TAX	114298.78	3739 OTHER ALLOWANCES	61000.00
4001 EMPLOYER'S CONTRIBUTION	1000.00	4672 PENSION FUND CONTRIBUTION	10100.00	4805 MEDICAL AID CONTRIBUTION	2000.00
4104 EMPLOYEE'S CONTRIBUTION	1000.00	5701 TRAVEL ALLOWANCE	1000.00	3810 MEDICAL AID FUND	1000.00
4205 EMPLOYER'S MEDICAL AID	1000.00	4176 MEDICAL TAX CREDIT	50.00	3497 BRICS RETIREMENT INCOME	10000.00
4306 EMPLOYEE'S MEDICAL AID	1000.00	3716 FOREIGN TRAVEL EXPENSE	1000.00		
4407 EMPLOYEE'S MEDICAL FRINGS BENEFIT	2330.00				


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"FR6"

STIPULATED
500-00

Prepared by me
 U.S. CONVEYANCER
 NEETHLING U.S.

Para 1-4

VIR FOR R 550 000 -00	
B 139711 06	
20 08 06	

T 110942 06



Thabane Thabane Inc
 DOCEX 283 PRETORIA

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

THAT URSULA ELMARIE NEETHLING

appeared before me, REGISTRAR OF DEEDS at PRETORIA, to/she, the said Apppearer being duly authorised thereto by a Power of Attorney granted to him/her by

MINGUNI FARMING BESLOTE KORPORASIE
 Registration Number: 1988/027534/23

dated 20 May 2006

and signed at PRETORIA
 (Deed of Transfer Conventional) Form E

LETITA
 REGISTRAR OF DEEDS
VERIFIER

STIPULATED
 20-08-06



AND the said Appraiser declared that his/her principal the said **MINGUNI FARMING DEVELOPMENT CORPORATION** had on 23 May 2006 truly and legally sold and that he/she, the said Appraiser in his/her capacity aforesaid, did, by these presents cede and transfer to and on behalf of:

NGANA PETER THABETHE
Identity Number 661226 5421 08 9

and
PRECIOUS WPULE GUGU THABETHE
Identity Number 730422 0441 082

Wanted in community of property to each other

their heirs, executors, administrators or assigns in full and free property;

1. **PORTION 7 (A PORTION OF PORTION 5) OF THE FARM KRANSPOORT NO 248 REGISTRATION DIVISION LS, PROVINCE OF MPUMALANGA**

IN EXTENT: 118,6297 (ONE HUNDRED AND EIGHTEEN COMMA SIX TWO NINE SEVEN) HECTARES

FIRST TRANSFERRED BY CROWN GRANT NO. 154/1949 WITH DIAGRAM ATTACHED THERETO AND HELD BY DEED OF TRANSFER NO. 1865/132002.

A. Subject to the following conditions:

- (a) "The rights of the State President described in Section Thirty-Four of the Land Settlement Act, 1912"
- (b) "The following condition imposed by Section 9 of Act No. 45 of 1937, as substituted by Section No. 3 of Act No. 42 of 1944 and amended by Section 4 of Act No. 23 of 1946:

"No division of the land hereby transferred or of any portion thereof or undivided share therein, shall be effected without the consent in writing of the Minister of Lands, granted upon the recommendation of the land board, on such conditions as the Minister may think fit to impose; and this condition shall be included in every subsequent conveyance of the land hereby transferred, or any portion thereof or undivided share therein"

That a right of way over the land hereby transferred in favour of the lessees and/or owners of the other portions of the Farm KRANSPOORT 248, I S, aforesaid, by a convenient route to the nearest public road, shall at all times be granted by the owner, who shall enjoy a similar right over the other portions as stated above, provided such rights are necessary in the opinion of the Minister of Lands. In the event of disagreement as to the route of such rights of way, the decision of the Minister of Lands shall be final and binding on all parties.

(d) Further subject to Notarial Deed of Servitude No. 308/1949-S whereby a right of way 15,74 metres wide over the said property was granted in favour of the general public as will more fully appear from the said Notarial Deed of Servitude.

B. ONDERWORPE aan die reg ten gunste van ESKOM om elektrisiteit te verry oor die hiermee getranspoteerde eiendom tesame met bykomende regte en onderworpe aan die voorwaardes soos meer ten volle uiteengeset in Notaries Akte Nr. 504/1955-S, gedateer 2 Mei 1955.

C. ONDERWORPE aan die Sesie van Steenkoolregte ten gunste van THE NORTHERN NATAL NAVIGATION COLLIERIES LIMITED, No. N 1042, soos meer ten volle set byk in Notaries Sesie van Steenkoolregte Nr. K2879/1976 R.M. gedateer 21 November 1976.

AND FURTHER SUBJECT to all conditions as mentioned or referred to in the aforesaid Deeds.

2. PORTION 8 (A PORTION OF PORTION 5) OF THE FARM KRANSPOORT NO 248
REGISTRATION DIVISION LS, PROVINCE OF MPUMALANGA

IN EXTENT: 118,8297 (ONE HUNDRED AND EIGHTEEN COMMA SIX TWO NINE SEVEN) HECTARES

FIRST TRANSFERRED BY CROWN GRANT NO. 134/1949 WITH DIAGRAM ATTACHED THERETO AND HELD BY DEED OF TRANSFER NO. T36613/2002.

SUBJECT to Conditions A (a) to (d), B and C as is set out under Paragraph 1 hereof.

AND FURTHER SUBJECT to all conditions as mentioned or referred to in the aforesaid Deeds.

3. PORTION 9 (A PORTION OF PORTION 6) OF THE FARM KRANSPOORT NO. 248 REGISTRATION DIVISION I.S., PROVINCE OF MPUMALANGA.

IN EXTENT: 131,0551 (ONE HUNDRED AND THIRTY ONE COMMA ZERO FIVE FIVE ONE) HECTARES

FIRST TRANSFERRED BY CROWN GRANT NO. 164/1949 WITH DIAGRAM ATTACHED THERETO AND HELD BY DEED OF TRANSFER NO. T98913/2002.

SUBJECT to Conditions A (a) to (d), B and C as is set out under Paragraph 1 hereof.

AND FURTHER SUBJECT to all conditions as mentioned or referred to in the aforesaid Deeds.

4. PORTION 10 (A PORTION OF PORTION 6) OF THE FARM KRANSPOORT NO. 248 REGISTRATION DIVISION I.S., PROVINCE OF MPUMALANGA.

IN EXTENT: 115,5034 (ONE HUNDRED AND FIFTEEN COMMA FIVE ZERO THREE FOUR) HECTARES

FIRST TRANSFERRED BY CROWN GRANT NO. 164/1949 WITH DIAGRAM ATTACHED THERETO AND HELD BY DEED OF TRANSFER NO. T98913/2002.

SUBJECT to Conditions A (a) to (d), B and C as is set out under Paragraph 1 hereof.

AND FURTHER SUBJECT to all conditions as mentioned or referred to in the aforesaid Deeds.

WHEREFORE the Apperant, renouncing all the right and title which the said MINGJIN FARMING BESLOTE KORPORASIE heretofore had to the premises, do, in consequence also acknowledge him, to be entirely dispossessed of, and disentitled to, the same, and that by virtue of these presents, the said MBANA PETER THABETHE and PRECIOUS MPULE GUGU THABETHE, 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 the purchase price of the property hereby transferred to be the sum of R1 369 000,00 (ONE MILLION THREE HUNDRED AND SIXTY EIGHT THOUSAND RANDS).

(Deed of Transfer Conventional of Form E)

Legal Counsellor / Auctioneer / Notary Public

FR.1

BEVESTIGING VAN DE VERKOPING VAN GRAN-MAIJDE

KONTRACTNUMMER: 10007057 EDAGENUMMER: KONTRACT DATED: 27 Jun 2010

VERKOPER: ANTRACITON AGENSCHAAP: VERKOPING VAN: VERKOPING VAN: VERKOPING VAN:

FRANCO 2010 VERKOPING VAN: VERKOPING VAN: VERKOPING VAN:

BEWIS NUMMER

De Koper en Verkoper hebben overeenstemming bereikt over de onderstaande voorwaarden van de verkoop van de partij welke wordt verkocht ten gunste van de Koper. Het is de bedoeling dat de Koper de partij zal overnemen op de datum van de bevestiging van de partij. Het is de bedoeling dat de Koper de partij zal overnemen op de datum van de bevestiging van de partij. Het is de bedoeling dat de Koper de partij zal overnemen op de datum van de bevestiging van de partij.

- 1. **KOMMODITEIT:** WITTE MAÏZE SUIJZER 30113405
- 2. **SPECIFICATIE:** Kwaliteit die van de Europese Standard, Wat 11000-1998
- 3. **HOEVEELHEID:** 5000 5000 5000
- 4. **PRYSING:** De Koper zal de partij betalen tegen de prijs van de partij, te weten de prijs van de partij, te weten de prijs van de partij, te weten de prijs van de partij.
- 5. **GRAAD JAAR PRYSING:** 5000000000
- 6. **WISSELINGSKONTRACT:** 5000000000
- 7. **WISSELINGSKONTRACT:** 5000000000
- 8. **WISSELINGSKONTRACT:** 5000000000
- 9. **WISSELINGSKONTRACT:** 5000000000

- 10. **GRADGEPALING:** 5000000000
- 11. **MASSEBEPALING:** 5000000000
- 12. **BTW:** 5000000000
- 13. **PERCE MAJOURNE:** 5000000000
- 14. **LEVERINGSBEPALING:** 5000000000

- VERPAKKING: 5000000000
- LEVERINGSMAAT: 5000000000
- PARTEIS: 5000000000
- BEWISNUMMER: 5000000000
- BEWISNUMMER: 5000000000
- VERKOPER: 5000000000
- VERKOPER: 5000000000
- VERKOPER: 5000000000
- VERKOPER: 5000000000
- VERKOPER: 5000000000

Dit contract is gemaakt op de datum van de bevestiging van de partij. Het is de bedoeling dat de Koper de partij zal overnemen op de datum van de bevestiging van de partij.

10007057 27 JUN 2010

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BEVESTIGING VAN BEFRUYDEDE BIJZAAK

KONTRAKTNOMMER: 089007002

ADRES

SKOLELE NO: ...

LEERLINGSEINDELSNO

SKOLELE NO: ...



... ..

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... ..

BEVESTIGING VAN GEPRIJDE GELIJK AANLOOP

KONTRAKTNOMMER:

000007882

NO. OF LOOSE

KONTRAKTADRES:

00000001

Die party aanvaar dat die... (faded text)

KONTRAKTADRES

Die party aanvaar dat die... (faded text)

Kontrakteerder se naam

Die party aanvaar dat die... (faded text)

SESSIE

Die party aanvaar dat die... (faded text)

Standaarde Punt / Puntse / Aantek

Die party aanvaar dat die... (faded text)

WARRANT

Die party aanvaar dat die... (faded text)

ADVERTENSIE

Die party aanvaar dat die... (faded text)

KONTRAKTADRES

Die party aanvaar dat die... (faded text)

BEVESTIGING

Die party aanvaar dat die... (faded text)

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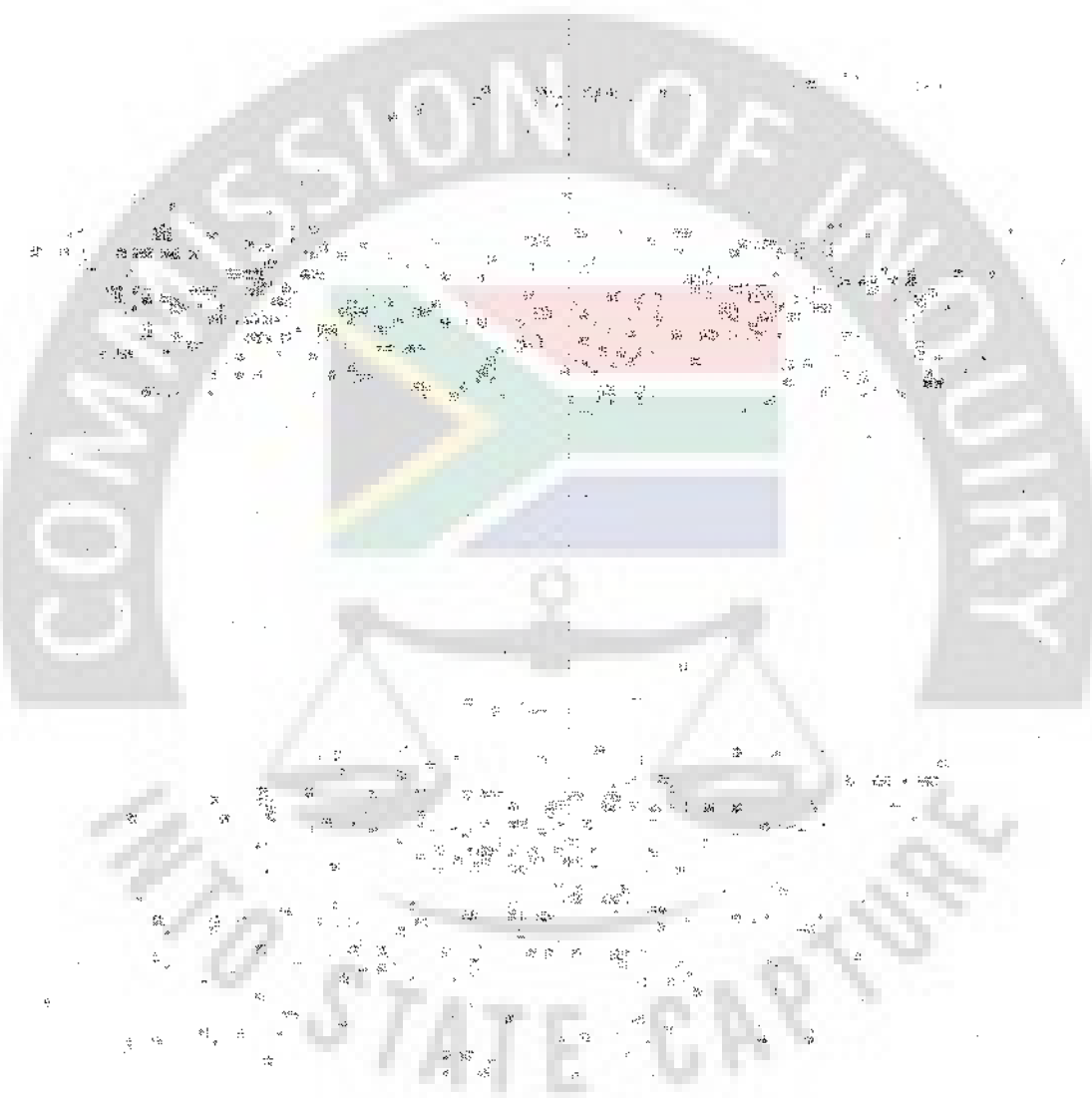
BEVESTIGING VAN GEDRAGDE TOEGANG

KONTRAKTNOMMER: 80008766

PLAATS: TROOP

SCOUTSKAP DATUM: 28 Jun 2017

- 1) Dit verslag is 'n dokument wat gebruik word om te bewys dat die lidmaat se gedrag in die skool se werksaamhede, veral die werksaamhede wat met die skool se lidmate verband hou, aanvaarbaar is. Dit is 'n dokument wat gebruik word om te bewys dat die lidmaat se gedrag in die skool se werksaamhede, veral die werksaamhede wat met die skool se lidmate verband hou, aanvaarbaar is.
- 2) Dit is 'n dokument wat gebruik word om te bewys dat die lidmaat se gedrag in die skool se werksaamhede, veral die werksaamhede wat met die skool se lidmate verband hou, aanvaarbaar is. Dit is 'n dokument wat gebruik word om te bewys dat die lidmaat se gedrag in die skool se werksaamhede, veral die werksaamhede wat met die skool se lidmate verband hou, aanvaarbaar is.
- 3) Dit is 'n dokument wat gebruik word om te bewys dat die lidmaat se gedrag in die skool se werksaamhede, veral die werksaamhede wat met die skool se lidmate verband hou, aanvaarbaar is. Dit is 'n dokument wat gebruik word om te bewys dat die lidmaat se gedrag in die skool se werksaamhede, veral die werksaamhede wat met die skool se lidmate verband hou, aanvaarbaar is.



Skrywer: [Handwritten Name] (Gedragde Toegang) (Gedragde Toegang)

[Handwritten Signature]

[Handwritten Signature]

FR 7.2

AFGIFTE OORDEEL AANKOMST EN
 LANING
 VERBODEN TOEGANG
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BEVESTIGING VAN OORDEEL AANKOMST

KONTRAKTNOMMER: SAC 2001/100001827 GEGAVEN: 1-1-2001 KONTRACTART: 1

VERKOPER: MP THARETHIE ERWELD: 2150
 BTW REG NO: AFGEVANGEN DOOR: COLOMBIA
 AFGEVANGEN DOOR: Buis Buisse Boulevard 12, Huisveld 2018
 CONTRACT NO: 5010 AFGEVANGEN DOOR: COLOMBIA

De Koper en Verkoper, wel hierna heeft/will worden betoep, heeft/hen contract afgesloten, met het doel te bereiken dat de Koper in staat zal zijn om de aankomst van de goederen te verzekeren, met het doel de Koper te beschermen tegen het risico van schade van het transit van de goederen. De Partij aanvaardt de aansprakelijkheid van de andere partij in het geval van schade van het transit van de goederen.

1. KOMMOODITEIT: AS - COYUEN - VERBODEN TOEGANG

2. SPECIFICATIE: Rockwell part 1010 van op Lockheed F4U-797914032347 1551737343534

3. HOEVEELHEID: 37227 VERBODEN TOEGANG

4. ERYNINGS: Distinctieve code 1001 van Lockheed F4U-797914032347 1551737343534

5. OPLAAT AANPASSING: VERBODEN TOEGANG

6. GRAAD VAN AANPAKING: GRAAD VAN AANPAKING VERBODEN TOEGANG

7. MASCHINERIE: MASCHINERIE VERBODEN TOEGANG

8. TYPE: TYPE VERBODEN TOEGANG

9. FORCE MAJEURE: FORCE MAJEURE VERBODEN TOEGANG

10. LEVERINGSOEPALINGS: LEVERINGSOEPALINGS VERBODEN TOEGANG

VERPAKING: VERPAKING VERBODEN TOEGANG

LEVERINGSMETHODE: LEVERINGSMETHODE VERBODEN TOEGANG

FAKTORE: FAKTORE VERBODEN TOEGANG

LEVERINGSMODEL: LEVERINGSMODEL VERBODEN TOEGANG

LEVERINGSTERMINEENDE: LEVERINGSTERMINEENDE VERBODEN TOEGANG

VERSKRIJVING: VERSKRIJVING VERBODEN TOEGANG

VERBODEN: VERBODEN VERBODEN TOEGANG

BEREIK: BEREIK VERBODEN TOEGANG

REPEREREN: REPEREREN VERBODEN TOEGANG

PAGE 1 VAN 1
 GEDRUKT OP VERBODEN TOEGANG

BEVESTIGING VAN GEPRYFDE GRAAN AANKOOP

KONTRACTNUMMER: 080-1000000 DATE: 02-08-2017 CONTRACTANT: SELLER: 2017

Dit document is een bevestiging van de aankoop van graan van de koper naar de verkoper. Het document is niet bindend voor de koper en de verkoper.

11. BETALING:

DETAILIC VERHOUDING TUSSEN DE VERKOPER EN DE KOPER
BETALINGSVERBODING OP DE AANKOOP

Betaling is niet nodig tot het moment dat de koper de graan heeft ontvangen. De koper moet de aankoop van graan bevestigen door het tekenen van het contract. Het contract moet worden getekend door de koper en de verkoper. De koper moet de aankoop van graan bevestigen door het tekenen van het contract. Het contract moet worden getekend door de koper en de verkoper. De koper moet de aankoop van graan bevestigen door het tekenen van het contract. Het contract moet worden getekend door de koper en de verkoper.

12. HOEDIGHEID VAN AANKOOP EN HELE KOPPEL:

De koper mag niet aanspraak maken op schade van welke aard ook als gevolg van het gebruik van het graan. De koper en de verkoper aanvaarden de aansprakelijkheid van het graan. De koper en de verkoper aanvaarden de aansprakelijkheid van het graan. De koper en de verkoper aanvaarden de aansprakelijkheid van het graan.

13. TITEL TOT DE KOMMODITEIT

De verkoper aanvaardt de aansprakelijkheid van het graan. De koper en de verkoper aanvaarden de aansprakelijkheid van het graan. De koper en de verkoper aanvaarden de aansprakelijkheid van het graan. De koper en de verkoper aanvaarden de aansprakelijkheid van het graan.

14. DOMICILIJN STAANDI AND EXECUTABLE

De koper en de verkoper aanvaarden de aansprakelijkheid van het graan. De koper en de verkoper aanvaarden de aansprakelijkheid van het graan. De koper en de verkoper aanvaarden de aansprakelijkheid van het graan. De koper en de verkoper aanvaarden de aansprakelijkheid van het graan.

15. AANVAARDING:

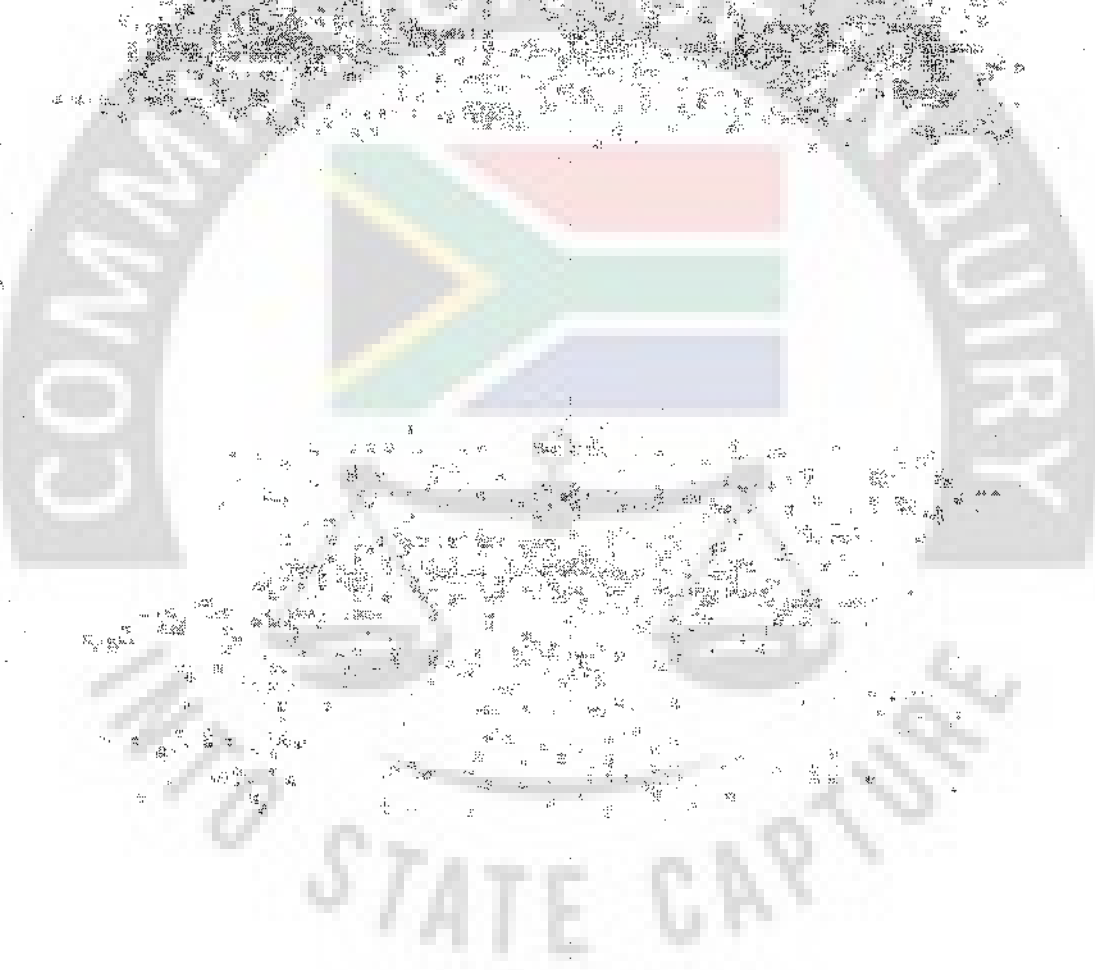
VERKOPER:	KOPER:
<i>[Handwritten Signature]</i>	<i>[Handwritten Signature]</i>
NAAM: <i>[Handwritten Name]</i>	NAAM: <i>[Handwritten Name]</i>
ADRES: <i>[Handwritten Address]</i>	ADRES: <i>[Handwritten Address]</i>
TELEFOON: <i>[Handwritten Phone]</i>	TELEFOON: <i>[Handwritten Phone]</i>
EMAIL: <i>[Handwritten Email]</i>	EMAIL: <i>[Handwritten Email]</i>
DATE: <i>[Handwritten Date]</i>	DATE: <i>[Handwritten Date]</i>



BEVESTIGING VAN GEPYSDOPE GRAN-AANWYSE			
KORTSAKKNUMMER:	HOEVEELHEID:	POSIASION:	HOEVEELHEID:
380007063			

SKEDULE NO:	DESIDA DESKRIPSIEN		
GERYSINGEPYD:	WEGWYS:	WEGWYS:	WEGWYS:
01-12			

LEWENIGE BEWYSKHEID					
SKEDULE NO	SKEDULE	SEIN	VOETDAG	INTEG	WEGWYS
GERYSINGEPYD	HOEVEELHEID	LEWENIG	LEWENIG	GERYS	WEGWYS
01-12	13297	28-06-17	21-07-17	15-08-17	STANSBOS



OORLOF: [Illegible] [Illegible] [Illegible] [Illegible]
 OORLOF: [Illegible] [Illegible] [Illegible] [Illegible]

[Handwritten signature]

BEVESTIGING VAN GEPRYSDE ORAAN-OPNEMING

KONTRAKTNOMMER: 800 0007651

DATE: 1/1/85

KONTRACTANT: [illegible]

ADDENDUM 2

ALGEMENE BEPALINGEN EN VOORWAARDE

- 1) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 2) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 3) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 4) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 5) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 6) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 7) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 8) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 9) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 10) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 11) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 12) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 13) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 14) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 15) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 16) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 17) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 18) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 19) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.
- 20) De koper verbindt zich te houden aan alle bepalingen van de algemene voorwaarden van de koper, welke te vinden zijn in de bijlage van dit contract.

Directeur van de Koper: [illegible]
Kopende: [illegible]

[illegible signature]
[illegible text]

FROM: [illegible]

CHINA UNICOM FREEMANSHIP OF 800-800-7651

[illegible signature]

BEVESTIGING VAN DEPT. SIDE (RIJAN-AMKOD)

KONTRAKTNOMMER: 800182703 DATA: 1987 KONTRAKTART: 20-000007

The parties have entered into an agreement... (faded text)

KONTRAKTART:

Contract type and description... (faded text)

Contract details and terms... (faded text)

Kontractart: 20-000007

Contract details and terms... (faded text)

RESIE:

Contract details and terms... (faded text)

Waarlijk: Peter S. ...

Contract details and terms... (faded text)

CONCLUSIE:

Contract details and terms... (faded text)

ANMERKING:

Contract details and terms... (faded text)

REMARKS:

Contract details and terms... (faded text)

REMARKS:

Contract details and terms... (faded text)

REMARKS:

Contract details and terms... (faded text)

REMARKS:

Contract details and terms... (faded text)

Director: The Village Development Co. Ltd. All Rights Reserved

Handwritten signatures and stamps

Handwritten initials/signature

BEVESTIGING VAN GEPRYSDE GOKAN-AANKOOP

KONTRAKTNOMMER: 010-0087963

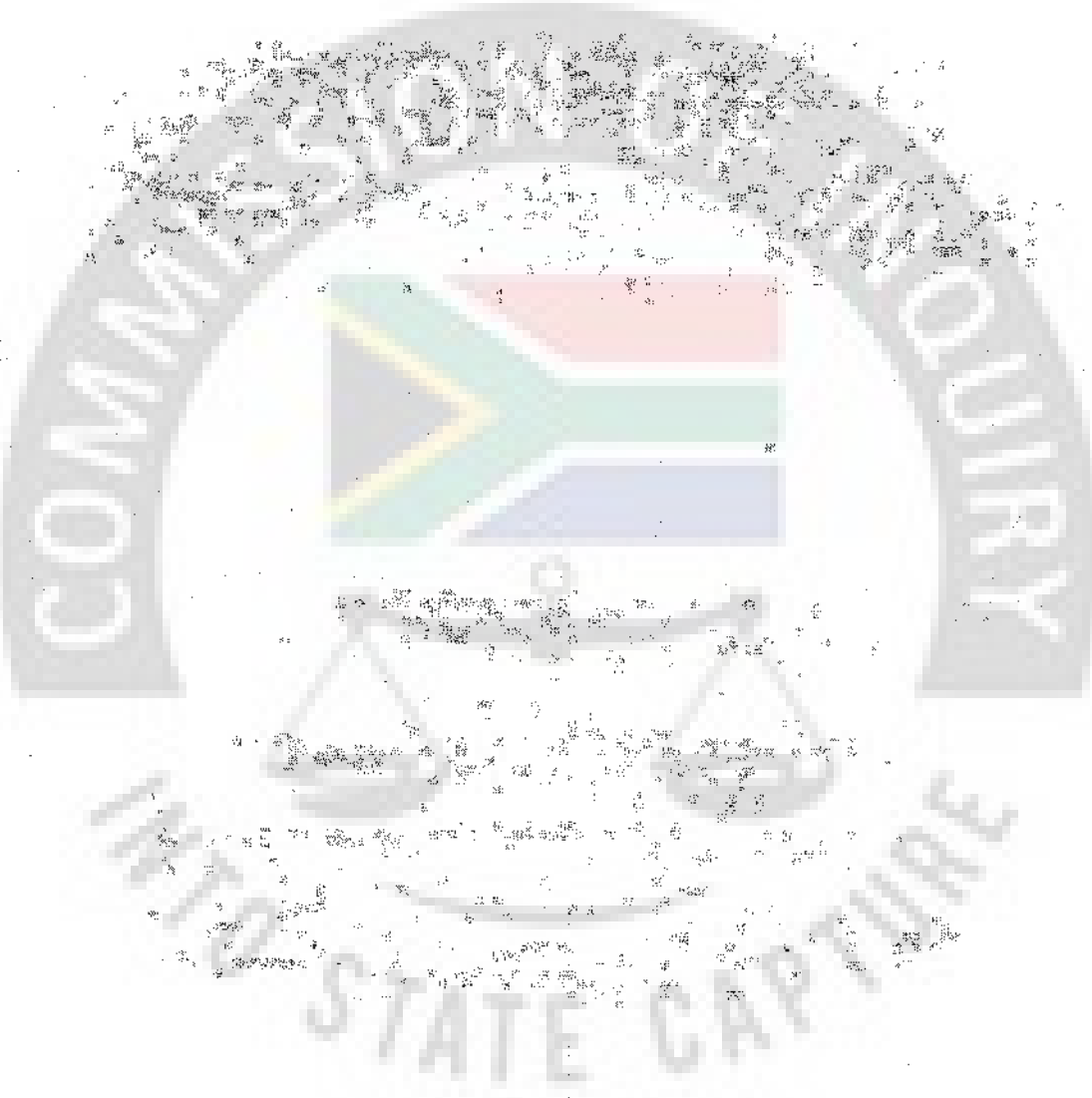
BOEK: 142007

WERTTOEWAKING: 200000000

Die onderstaande bevestiging is afgeleë van die transaksie van die Verkoop van Gokan-...
... van die Verkoop van Gokan-...
... van die Verkoop van Gokan-...

Die koper het getuig dat hy die goeder van die Verkoop van Gokan-...
... van die Verkoop van Gokan-...
... van die Verkoop van Gokan-...

Die koper het getuig dat hy die goeder van die Verkoop van Gokan-...
... van die Verkoop van Gokan-...
... van die Verkoop van Gokan-...



Verkoop van Gokan-...
... van die Verkoop van Gokan-...

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SEKURITEIT

VERKOPPER

Handwritten signature 'JP'.

17 JUN 2011 14:19

"FRB"

AGREEMENT OF SALE

Between

MR MP THABETHE

Address: 248 Kranspoort Farm

Estancia

Emelo

2350

Tel (w): (012) 319 7948 (c): 083 726 3083

[The "Seller"]

and

SEDCOM ASSOCIATION (CORPORATED UNDER SECTION 21

Registration number 9360/04-1/40/5

**Herein represented by Mr Elliot Majaha Sibanyoni who is duly
authorised**

Address: 2 Fairview Street

BLOEMFONTEIN

9300

Tel (w): (051) 447 8271

[The "Purchaser"]

1. INTERPRETATION:

1.1 The headings to the clauses of this agreement are for reference purpose only and shall not aid in the interpretation of the clauses to which they relate;

1.2 Unless the context clearly indicates a contrary intention, words importing :-

1.2.1 Anyone gender shall include the other two genders;

1.2.2 The singular shall include the plural and vice versa;

1.2.3 Natural Persons shall include corporations and vice versa;

1.3 The following expressions shall bear the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings:

1.3.1 "the property" means:

Erft No: 1350 Ermelo ext 9.
 Situated: in the Mookaligwa Municipality, District Gert Sibande,
 Province Mpumalanga
 In extent: 1547 (One Thousand Five Hundred and Fourty Seven)

Held by Deed of Transfer T.....

Handwritten signatures and initials, including a large 'F' and a signature that appears to be 'F. F.' with a flourish.

2. ACCEPTANCE:

2.1 This Deed of Sale shall become a final and binding sale upon acceptance and signature hereof by both the Seller and the Buyer.

3. SALE:

3.1 The Seller hereby sells to the Purchases, who hereby purchases the property on the following terms and conditions.

4. PURCHASE PRICE:

4.1 The purchase price for the property is R 920 000.00 (Nine Hundred and Twenty Thousand Rand).

4.2 The purchase price shall be payable in the following manner:

The Purchase Price will be payable upon registration of the property into the name of the Purchaser [" the transferee"]

5. GUARANTEES:

5.1 Purchasers must deliver to the Transfer Attorneys herein the necessary Guarantees or Security for securing of the total purchase price, as above-mentioned, within 14 (Fourteen) calendar days after date of signature hereof by the parties.

[Handwritten signatures]

6. OCCUPATION:

6.1 Occupation will be given on date of transfer into the name of the purchaser.

7. RISK:

7.1 From the date of transfer ("the transfer date"):-

7.1.1 All the benefits and risks of ownership of the property shall pass to the Purchaser.

7.1.2 The Purchaser shall be liable for all the rates and taxes and other imposts levied on the property.

7.2 The Purchaser shall refund to the seller the proportionate share of any rates and taxes and other imposts paid by the Seller before transfer.

8. TRANSFER:

8.1 Transfer of the property shall be effected:-

8.1.1 By Attorneys Bekker Brink & Brink Incorporated, 60 Kerkstraat, Ermelo, 2350.

8.1.2 Within a reasonable time after the purchaser has complied with Clause 5.

9. "VOETSTOOTS":-

9.1 The property is sold "voetstoots" without warranties, expressed or implied. The seller shall not be liable for any defects, latent or otherwise or for any damage occasioned by such defects.

9.2 The property is sold subject:-

9.2.1 To all the conditions, burdens and servitudes referred to in the title deeds of the property;

9.2.2 To all such other conditions, burdens and servitudes which may exist in regard thereto;

9.3 The Purchaser is deemed to be acquainted with the nature, conditions, bearings, extent and locality of the entire property, the seller and the seller's agent being entirely free from all liability in respect thereof;

9.4 The Seller shall not be liable for any deficiency in the extent of the property which may be revealed on any resurvey nor shall the Seller benefit from any excess.

5

[Handwritten signatures and initials]

10. APPROVAL BY SEDCOM BOARD:

10.1 The agreement of sale is subject to the subsequent approval of the SEDCOM Board. Such approval is to be granted in principle on or before the _____ 2010. Should the SEDCOM Board fail or refuse to approve the sale agreement, the entire agreement will be considered to be null and void.

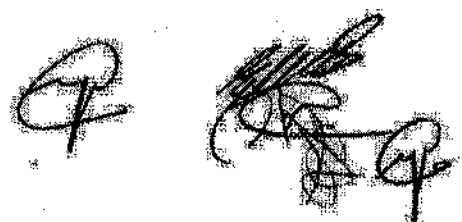
11. BREACH:

11.1 Should either party commit a breach of any provision of this agreement and fail to remedy such a breach within 14 (Fourteen) days of dispatch of written notice by prepaid registered post to the defaulting party's domicilium calling upon the defaulting party to remedy the breach in question, then in case of the:-

11.1.1 Purchaser being the defaulting party, the Seller shall be entitled without prejudice to the Seller's other rights in law either:-

11.1.1.1 To claim payment of all amounts payable in terms of this agreement, whether or not such amounts are then due for payment; or

11.1.2 To cancel this agreement by written notice to the Purchaser. The cancellation shall be deemed to take effect on the date of posting the notice to the purchaser by prepaid registered post.



11.1.3 In the event of such cancellation:-

- The purchaser shall deliver possession and occupation of the property and any improvements thereon the Seller at the Purchaser expense;
- The Purchaser shall have no claim for compensation for any improvements on the property concerned, which improvements shall vest in the Seller;

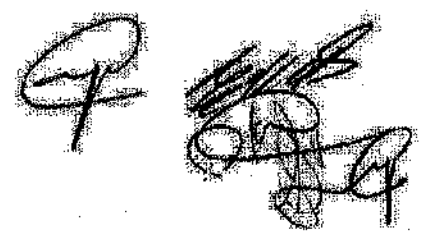
11.2 The Seller being the defaulting party, the Purchaser shall be entitled, without prejudice to the purchaser's other rights at law either:-

11.2.1 To enforce the performance of the Purchaser's obligations in the terms of this agreement; or

11.2.2 To cancel this agreement by written notice to the Purchaser. The cancellation shall be deemed to take effect *mutatis mutandis* with the provisions of 11.1.3 in the event of such cancellation:-

11.2.2.1 All amounts paid by the purchaser to the seller in terms of this agreement shall immediately be paid to the Purchaser, and

11.2.2.2 The Seller shall compensate the purchaser for improvements (if any) effected on the property by the Purchaser as well as to refund all monies paid by the Purchaser against of which



amounts the Purchaser shall deliver possession and occupation of the property to the seller *mutatis mutandis* with the provisions of 11.13

12. GENERAL:

12.1 This agreement constitutes the sole record of the agreement between the parties;

12.2 No party shall be bound by any expresser implied term, representation, warranty, promise or the like or not recorded herein;

12.3 No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties;

12.4 No indulgence which the seller may grant to the Purchaser shall constitute a waiver of any of the rights of the Seller who shall not thereby be precluded from exercising any rights against the Purchaser which may have arisen in the past or which might arise in the future;

13. DOMICILIUM AND NOTICES:

13.1 The parties choose *domicilium citande et executandi* ("domicilium") for the purposes of the giving of any notice, the payment of any sum,

the serving of any process and/ or for any other purpose arising from this agreement, as follows:

13.1.1 The Seller:

248 Kranspoort Farm

Estancia

ERMELO

2350

13.1.2 The Purchaser:

2 Fairview Street

BLOEMFONTEIN

9300

13.2 Each of the parties shall be entitled from time to time by written notice to the other to vary its domicilium to and any other address which is not a post office box or post restante, within the Ermelo Municipal area.

13.3 Any notice given and any payment made by either party to the other (the "addressee") which:-

13.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery.

9



13.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being, shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the fourth day after the date of posting;

13.3.3 if sent by facsimile transmission to the addressee, at the addressee's domicile for the time being, shall be presumed until the contrary is proved by the addressee, to have been received on the day of the facsimile transmission in question.

14. COSTS:

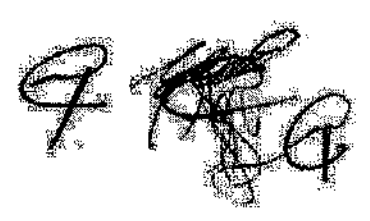
14.1 The Seller shall pay all the costs pertaining to this agreement. Such costs shall be paid by the purchaser on demand. The Purchaser shall pay all the costs of and incidental to transfer.

Thus done and signed at Edmore on the 9th day of MARCH 2010 2011

1. _____


The Seller

2. _____



Thus done and signed at Danga S. 2012 on the 14th day
of October 2010 2011

1. [Signature]

[Signature]
The "Purchaser"

2. _____



[Handwritten initials]

Statement of Account
 P.O. BOX 9296 FREE STATE
 JOHANNESBURG 2000
 0800 000 000

MR. MP THABETHE
48 GASCONY CRESCENT
BAYSWATER
BLOEMFONTEIN
9301

Statement details

Page	2 of 2
Statement Date	2018-04-30
Statement Period	2018-03-31 to 2018-04-30
Statement Number	018
Account Number	839429530001
NCA Reg. No.	NORCF15

Transaction details **Account 39429530001**

Item	Date	Reference	Amount	Balance
		Balance Brought Forward	R 65 404	R 605 906,60
1	2018-02-15	SERVICE	R 28 863,25	R 577 043,35
2	2018-03-15	D ORDER	R 65 404	R 511 639,35
3	2018-03-15	SERVICE	R 27 111,25	R 484 528,10
4	2018-03-28	FIN CHG	R 28 275,35	R 456 252,75
5	2018-04-14	D ORDER	R 69 000	R 387 252,75
6	2018-04-15	SERVICE		R 387 252,75
		Balance Carried Forward		R 387 252,75

Breakdown of Add-on Items and VAT

Description	VAT Rate	Excl. Amount	VAT
SERVICE FEE	15,00%	R 60,00	R 9,00
Total Paid To Date			R 7,11445 69



The Minister announced an increase in the Value Added Tax (VAT) rate from 14% to 15% in the recent Budget Speech, held on 21 February 2018.

Due to this increase, you will notice an adjustment to the pricing structure on your vehicle finance or your vehicle finance agreement. This adjustment will be effective from 1 April 2018.

Please visit the Standard Bank website for more information on how you will be impacted.

To receive your Vehicle and Asset Finance Statement by email, please contact your Account Executive Relationship Manager, VAF Consultant or our call centre 0800 000 000.

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Statement of Account
 P.O. BOX 6296 FREE STATE
 JOHANNESBURG 2000
 0860 000 000

MR. MP THABETHE
 11 GASCONY CRESCENT
 BAYSWATER
 BLOEMFONTEIN
 9301

Statement details

Page	1 of 2
Statement Date	2018-04-30
Statement Period	2018-03-31 to 2018-04-30
Statement Number	018
Account Number	039428530001
NCA Reg. No.	NCRCP15

Payment Information

Principal Debt	R 1131187,00
Current instalment	R 28207,39
Add-on items	R 59,00
Overdue	R 0,00
Total Due	R 28275,39
Payment due date	2018-05-15
Fast due	R 0,00
Current	R 0,00
30 Days	R 0,00
60 Days	R 0,00
180 Days	R 0,00
Total Arrears	R 0,00

Account Summary

Account 039428530001

Goods Description	MERCEDES-BENZ GLS 250i
Contract Period	60 Months
Pay Frequency	30 Months
Period to Expiry	3,000%
Customer Rate	
Balance brought forward	R 805986,20
Balance carried forward	R 846221,70
Total Paid to Date	R 711445,89

VAT Summary

Tax Invoice No.	03942853001300418
VAT No.	4100108481
Date	2018-02-15
Debit	R 9,00
Credit	R 0,00
VAT	14,00%
Total	R 9,00

In terms of law passed to protect you, we are allowed to refund if your debit order after your chosen payment date should it be returned. Be insufficient funds. This ensures you remain up to date and your credit record remains clear.

Payment slip/10 credit transfer

Payments may be made at any branch of Standard Bank.

If making a cash payment (postal and money orders excluded), please complete both copies of the deposit details overleaf and hand the entire statement to the teller with your payment.

If making a cheque payment, please tear off this payment slip and present it with your cheque or remit it to the postal address above.

Client use only							
M10 (M) S S 15	E	Account Number	39428530001	E	Amount (and rand R)	E	Signature
Current/Retire		Customer Name	MP THABETHE				
Additional capture details (BOS branches only):		Cash amount	R	Number of cheques			
0048411121							

CONFIRMATION
eConfirm
1515-0025

FR 10
MP-197

Account no:	124/3550002	Asset description:	New Ford Range 2.2dci Wild
Account type:	Instalment Sale	Statement no:	13
Statement date:	2018/03/15	Statement period:	2017/12/18 - 2018/03/15
Renewment date:	2018/03/15	Original term (months):	72
Principal debt on commencement date:	418,912.00	Interest rate on commencement date:	18.25
Outstanding balance:	319,865.75	Remaining instalments:	37
Instalment amount:	8,713.75	Instalment due date:	2018/04/15
Instalment frequency:	Monthly	Current interest rate:	18.25
Amount in advance:	0.00	Amount in arrears:	0.00
Interest on advance payments:	0.00	Balance/Residual amount:	0.00
Final instalment amount:	8,713.75	Final instalment date:	2021/04/15

Date	Description	Debit	Credit	Balance
2018/01/15	Opening balance			545,790.00
2018/01/15	Nasdos debit order		8,713.15	327,076.85
2018/01/15	Service fee	60.00		327,136.85
2018/01/15	Vat	8.40		327,145.25
2018/02/15	Nasdos debit order		8,713.16	325,432.10
2018/02/15	Service fee	60.00		325,492.10
2018/02/15	Vat	8.40		325,500.50
2018/03/15	Nasdos debit order		8,713.15	319,787.35
2018/03/15	Service fee	60.00		319,847.35
2018/03/15	Vat	8.40		319,865.75
2018/03/15	Closing balance			319,865.75

0 - 30 days	30 days +	60 days +	90 days +	Arrears / Advance
0.00	0.00	0.00	0.00	0.00

MFC is a member of the Bank of Ireland Group. Bank of Ireland Group, 100 Parnassus Road, Sandown, Sandown, Isle of Man.
We are a member of the Credit of Expiring Practice of The Banking Association. Bank of Ireland Group, 100 Parnassus Road, Sandown, Sandown, Isle of Man.
Banking Services are provided through the Bank of Ireland Group. We are a registered credit provider in terms of the National Credit Act 2005 (No. 107) 2005.

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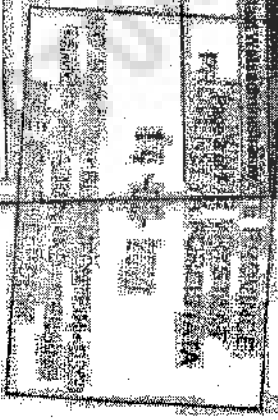
"FR 11.1"

Number of vehicles: 16	Vehicle number	Make/Model	Year	Color	Owner name	Registration date
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13
	1981 JAGUAR XJ6	JAGUAR	1981	Black	Private	2008-08-13

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"FR II.2"

INDEX/SEARCHED	Name of Holder/Owner		Number of shares	Particulars		Share type	Owner status	Expiry date
	Register number	Company name	15			Share	Holder	2016-10-18
						Share	Owner	2016-10-31
						Share	Holder	2016-10-17
						Share	Holder	2016-10-18
						Share	Holder	2016-10-21
						Share	Holder	2016-10-22
						Share	Holder	2016-11-17
						Share	Holder	2016-07-26
						Share	Holder	2016-10-19
						Share	Holder	2016-05-16
						Share	Holder	2016-05-08
						Share	Holder	2016-05-02



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FR 11.3

Select the Holder Status
 Select the Holder Status
 Select the Holder Status

Holder name	Holder status	Holder type	Holder address	Holder date
THALES	Holder	Holder	Holder	2015-01-20
SAIPUL MOE MOE MOE	Holder	Holder	Holder	2015-01-14
MARUNDA	Holder	Holder	Holder	2015-01-13
RODHE CENTRE SA/DC	Holder	Holder	Holder	2015-06-22
PAK SHOE	Holder	Holder	Holder	2015-06-22
FORSTIC CENTRE SA/DC	Holder	Holder	Holder	2015-06-22
PALEHOP	Holder	Holder	Holder	2015-06-22
STUDIO RABER INC	Holder	Holder	Holder	2015-06-22
OOBERT	Holder	Holder	Holder	2015-06-22
SHARSTATION CC	Holder	Holder	Holder	2015-06-22
SHARSTATION CC	Holder	Holder	Holder	2015-06-22
SHARSTATION CC	Holder	Holder	Holder	2015-06-22

Page 1 of 1
 Page 1 of 1
 Page 1 of 1

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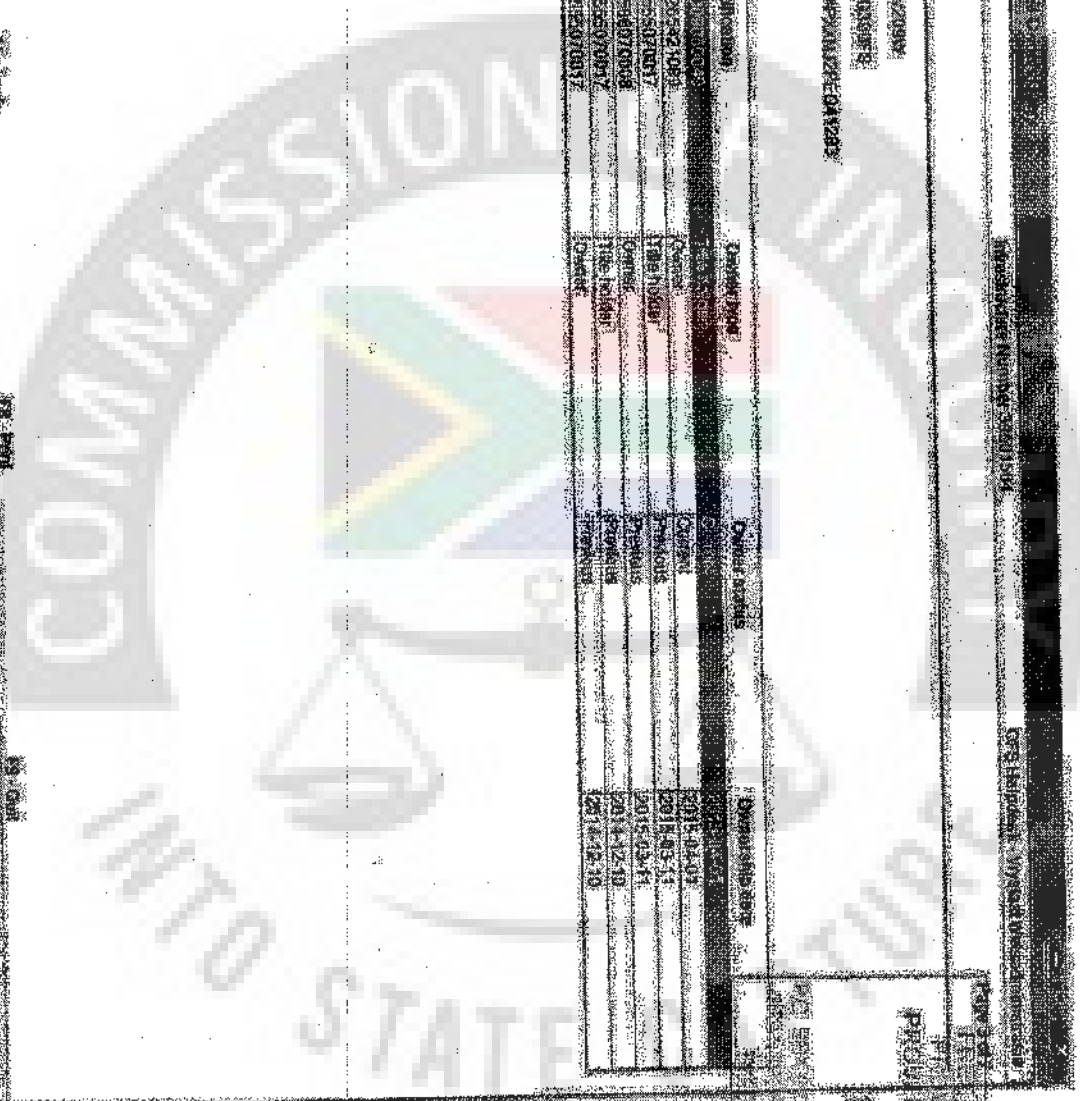
FR 11.4

INSTITUTION: **UNIVERSITY OF CALIFORNIA**
 NAME: **UNIVERSITY OF CALIFORNIA**
 ADDRESS: **UNIVERSITY OF CALIFORNIA**
 CITY: **UNIVERSITY OF CALIFORNIA**
 STATE: **UNIVERSITY OF CALIFORNIA**
 ZIP: **UNIVERSITY OF CALIFORNIA**

INSTITUTION NUMBER: **UNIVERSITY OF CALIFORNIA**
 INSTITUTION TYPE: **UNIVERSITY OF CALIFORNIA**
 INSTITUTION STATUS: **UNIVERSITY OF CALIFORNIA**
 INSTITUTION CATEGORY: **UNIVERSITY OF CALIFORNIA**

INSTITUTION TYPE: **UNIVERSITY OF CALIFORNIA**
 INSTITUTION STATUS: **UNIVERSITY OF CALIFORNIA**
 INSTITUTION CATEGORY: **UNIVERSITY OF CALIFORNIA**

INSTITUTION	INSTITUTION NUMBER	INSTITUTION TYPE	INSTITUTION STATUS	INSTITUTION CATEGORY	INSTITUTION ADDRESS	INSTITUTION CITY	INSTITUTION STATE	INSTITUTION ZIP
UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA	UNIVERSITY OF CALIFORNIA



STATE BAR OF CALIFORNIA
 COMMISSION ON PROFESSIONAL STANDARDS
 11-15-2011

21/7/2018/021

Republic of South Africa



Republiek van Suid-Afrika

CERTIFICATE OF REGISTRATION
IN RESPECT OF MOTOR VEHICLES
(National Reg. Traffic Act, 1988)

BERTIFIKAAT VAN REGISTRASIE
TEN OPSIGTE VAN MOTORVOERTUIG
(Nasionale Verkeerwet, 1988)

Registering authority	Bloemfontein	Registrasie-owerheid	
Vehicle register number	MRD107W	Voertuigregisternommer	
Vehicle identification number (VIN)	AA901750R2EHR0076	Voertuigidentifikasienommer (VIN)	
Engine number		Enjinnummer	
Make	SCORPION TRAILERS	Fabrikaat	
Series name	GARDENER	Reeksnaam	
Vehicle category	Light load vehicle (GVM 3500kg or less)	Voertuigkategorie	
Given	Trailer / Sleepwa	Aandrywing	
Vehicle description	Elevating Unit/Flat Deck/Platform Deck	Voertuigbeskrywing	
Mass (T): kg	250	Tone (T): kg	
Date of liability or first licensing (Not year model)	2010-08-20	Datum van aanspreeklikheid vir eerste lisensiering (Nie Jaar model nie)	
Vehicle status	New / Nuut	Voertuigstatus	
Card liable for registration	2010-08-20	Datum aanspreeklik vir registrasie	
Last 3 licence numbers (most recent first, if available)	FHZ787ME	Laaste 3 lisensienommers (jongste eerste, indien beskikbaar)	
TITLE HOLDER		TITELHOUDER	
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie	
Identification number	6512265421089	Identifikasienommer	
Country of issue	South Africa / Suid-Afrika	Land van uitreiking	
Name	THABETHE MP	Naam	
OWNER		EIGENAAR	
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie	
Identification number	6512265421089	Identifikasienommer	
Country of issue	South Africa / Suid-Afrika	Land van uitreiking	
Name	THABETHE MP	Naam	
Control number	300401662K5R	Beheernommer	
Issue number	02	Uitreikingnummer	
Date of issue	2018-05-14	Datum van uitreiking	
Registering authority at which registered	Bloemfontein	Registrasie-owerheid waartoe geregistreer	
RECEIPT		KWITANSIE	
Receipt number	3004018G274P	Kwitansienommer	
Transaction	Derogant/Dupl reg / Derog cert/Dupl reg	Transaksie	
Total amount received	R186.00	Totale bedrag ontvang	
Date	2018-05-14	Datum	



Received by	T. SHANEKO	Ontvang deur	
Method of payment	Multiple adding / Veelvoudige optelling	Metode van betaling	
Number		Nummer	
3054	2018-05-14 15:34:40		

BJ 7921884
247

ISSUED WITHOUT ANY ALTERATIONS OR ERASURES

UITGEEK SONDER ENIGE VERANDERINGS OF UITKRAPPINGES

CT/71(2005/03)

Republic of South Africa



FR12.2 RCT
Republiek van Suid-Afrika

CERTIFICATE OF REGISTRATION
IN RESPECT OF MOTOR VEHICLE
(National Road Traffic Act, 1988)

BERTIFIKAAT VAN REGISTRASIE
TEN OPSIGTE VAN MOTORVOERTUIG
(Nasionale Padwet, 1988)

Registering authority	Bloemfontein	Registrasie-owerheid	
Vehicle register number	BSY516P	Voertuigregisternommer	
Vehicle identification number (VIN)	AG9BL750R8ECE1053	Voertuigidentifikasienommer (VIN)	
Engine number		Eginommer	
Make	SEK STEELWORKS	Fabriek	
Series name	BL	Reeksnaam	
Vehicle category	Light load vehicle (GVM 3500kg or less)	Voertuigkategorie	
Driven	Trailer / Sleepwa	Aandrywing	
Vehicle description	Skeletal / Skalet	Voerligte aandrywing	
Tare (T): kg	750	Tare (T): kg	
Date of liability for first licensing (first year model)	2014-09-18	Datum van aanspreeklikheid vir eerste lisensiering (Eerste jaarmodel)	
Vehicle status	New / Nuut	Voertuigstatus	
Date liable for registration	2014-09-18	Datum aanspreeklik vir registrasie	
Last 3 licence numbers (most recent first, if available)	HBX064FB HLR625MP	Laaste 3 lisensienommers (jongste eerste indien beskikbaar)	
TITLE HOLDER		TITELHOUER	
Type of identification document number	RSA ID document / RSA ID dokument	Soort identifikasiedokument	
Country of issue	6512265421089	Identifikasienommer	
Name	South Africa / Suid-Afrika	Land van uitreiking	
	THABETHE MP	Naam	
OWNER		EENJAAR	
Type of identification document number	RSA ID document / RSA ID dokument	Soort identifikasiedokument	
Country of issue	6512265421089	Identifikasienommer	
Name	South Africa / Suid-Afrika	Land van uitreiking	
Control number	THABETHE MP	Naam	
Issue number	300401662X5P	Beheernommer	
Date of issue	02	Uitreikingnummer	
Registering authority at which registered	2018-05-14	Datum van uitreiking	
	Bloemfontein	Registrasie-owerheid waar geregistreer	
RECEIPT		KWITANSIE	
Receipt number	3004018G274M	Kwitasienommer	
Transaction	Debitsert/Dupl Reg / Derog cert/Dupl reg-	Transaksie	
Total amount received	R166.00	Totale bedrag ontvang	
Date	2018-05-14	Datum	



Received by	T SEANEGO	Ontvang deur	
Method of payment	Multiple adding / Veelvuldige optelling	Metode van betaling	
Number		Nommer	
3004	2018-05-14 15:33:37		

BJ 7921805

ISSUED WITHOUT ANY ALTERATIONS OR ERASURES

UITGERIK SONDER ENIGE VERANDERINGS OF UITRAPPINGS

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Republic of South Africa



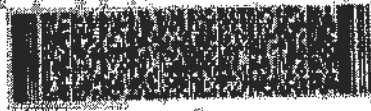
Republiek van Suid-Afrika

FR12.3 RC1

CERTIFICATE OF REGISTRATION
IN RESPECT OF MOTOR VEHICLE
(National Road Traffic Act, 1988)

SERTIFIKAAT VAN REGISTRASIE
TEN OPSIGTE VAN MOTORVOERTUIG
(Nasionale Padwetwetwet, 1988)

Registering authority	Bloemfontein	Registrasie owerheid	
Vehicle register number	BTG986F	Voertuigregisternommer	
Vehicle identification number (VIN)	AG9B235MBFCE1012	Voertuigidentifikasienommer (VIN)	
Engine number		Engienommer	
Make	SSK STEELWORKS	Fabriek	
Make name	BUFFALO	Maaknaam	
Vehicle category	Light load vehicle (GVM 3500kg or less)	Voertuigkategorie	
RVAN	Trailer / sleepwa	Aandwyng	
Vehicle description	Van body / Toebak	Voertuigbeskrywing	
Mass (T) kg	1020	Tand (T) kg	
Date of liability for first licensing	2015-06-02	Datum van aanspreeklikheid vir eerste lisensiewing (Nie saamgestel nie)	
Vehicle status	New / Nout	Voertuigstatus	
Date liable for registration	2015-06-02	Datum aanspreeklik vir registrasie	
Last 3 licence numbers (must insert first, if available)	HRE729MF	Laaste 3 lisensienommers (jongste eerste, indien beskikbaar)	
TITLE HOLDER		TITELHOUDER	
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie	
Identification number	6512265421069	Identifikasienommer	
Country of issue	South Africa / Suid-Afrika	Land van uitreiking	
Name	THABETHE MP	Naam	
OWNER		EIGENAAR	
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie	
Identification number	6512265421069	Identifikasienommer	
Country of issue	South Africa / Suid-Afrika	Land van uitreiking	
Name	THABETHE MP	Naam	
Control number	300401662X5T	Beheernommer	
Issue number	02	Uitreikingnummer	
Date of issue	2018-05-14	Datum van uitreiking	
Registering authority in which registered	Bloemfontein	Registrasie owerheid waar geregistreer	
RECEIPT		KWITANSIE	
Receipt number	300401862748	Kwitansienommer	
Transaction	Beregart/Dupl. reg / Deres cert/Dupl. reg	Transaksie	
Total amount received	R186.00	Totale bedrag ontvang	
Date	2018-05-14	Datum	



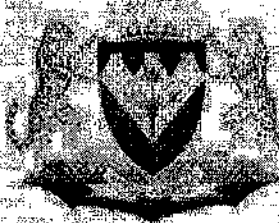
Received by	J SEANEEO	Ontvang deur	
Method of payment	Multiple adding / veelvoudige optelling	Metode van betaling	
Number		Nummer	
3004	2018-05-14 15:35:22		
			BJ 7921803

ISSUED WITHOUT ANY ALTERATIONS OR ERASURES

UITGEEK SONDER ENIGE VERANDERING OF UITKRAPPING

ISSUING OFFICE	ISSUING OFFICER	ISSUING OFFICER'S SIGNATURE	ISSUING OFFICER'S POSITION
ISSUING OFFICE	ISSUING OFFICER	ISSUING OFFICER'S SIGNATURE	ISSUING OFFICER'S POSITION

PROVINSIALE ADMINISTRASIE
 VRYSTAAT
 VEILIGHEID EN SEKURITEIT
 SALARISADVIES



FREE STATE
 PROVINCIAL ADMINISTRATION
 SAFETY AND SECURITY
 SALARY ADVICE

"FR13"

EMPLOYEE NUMBER	EMPLOYEE NAME	MEDICAL TAX LEADERSHIP	MEDICAL EXEMPTION	NUMBER OF MEDICAL DEPENDENTS	PERMANENT AIR CONDITIONING	GROUP LIFE
EMPLOYEE NUMBER	EMPLOYEE NAME	MEDICAL TAX LEADERSHIP	MEDICAL EXEMPTION	NUMBER OF MEDICAL DEPENDENTS	PERMANENT AIR CONDITIONING	GROUP LIFE

VERDIENSTE/EARNINGS				AFTREKKINGS/DEDUCTIONS			
DATE	DESCRIPTION	AMOUNT	TAX	DATE	DESCRIPTION	AMOUNT	TAX
1997-01-01	EMPLOYER'S CONTRIBUTION	1200.00		1997-01-01	EMPLOYER'S CONTRIBUTION	1200.00	
1997-01-01	EMPLOYEE'S CONTRIBUTION	1200.00		1997-01-01	EMPLOYEE'S CONTRIBUTION	1200.00	
1997-01-01	EMPLOYER'S CONTRIBUTION	1200.00		1997-01-01	EMPLOYER'S CONTRIBUTION	1200.00	
1997-01-01	EMPLOYEE'S CONTRIBUTION	1200.00		1997-01-01	EMPLOYEE'S CONTRIBUTION	1200.00	

BOODSKAP/MESSAGE
 PLEASE CHECK EMPLOYER AND EMPLOYEE'S CONTRIBUTION. ALL LEAVE TAKEN HAS NOT NECESSARILY BEEN PROVIDED ON PERIOD. IF YOU HAVE ANY COMMENTS, PLEASE CONTACT THE ISSUING OFFICE AS SOON AS POSSIBLE.
 PLEASE CHECK BOTH EMPLOYER AND EMPLOYEE'S CONTRIBUTION. ALL LEAVE TAKEN HAS NOT NECESSARILY BEEN PROVIDED ON PERIOD. IF YOU HAVE ANY COMMENTS, PLEASE CONTACT THE ISSUING OFFICE AS SOON AS POSSIBLE.

IRPS BESONDERHEDE/IRPS PARTICULARS			
IRPS NUMBER	IRPS NUMBER	IRPS NUMBER	IRPS NUMBER
IRPS NUMBER	IRPS NUMBER	IRPS NUMBER	IRPS NUMBER

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"FR 14"

PARAS
Grow with Paras



PARAS
The ONLY Barbell Suppl...

यह पारस का ब्रैंड है।

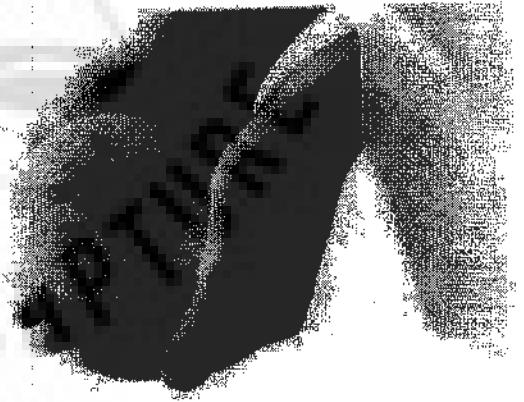


VISION



**PARAS will Continue to grow as an FMCG,
delighting national and international customers
with quality products and services**

VALUES

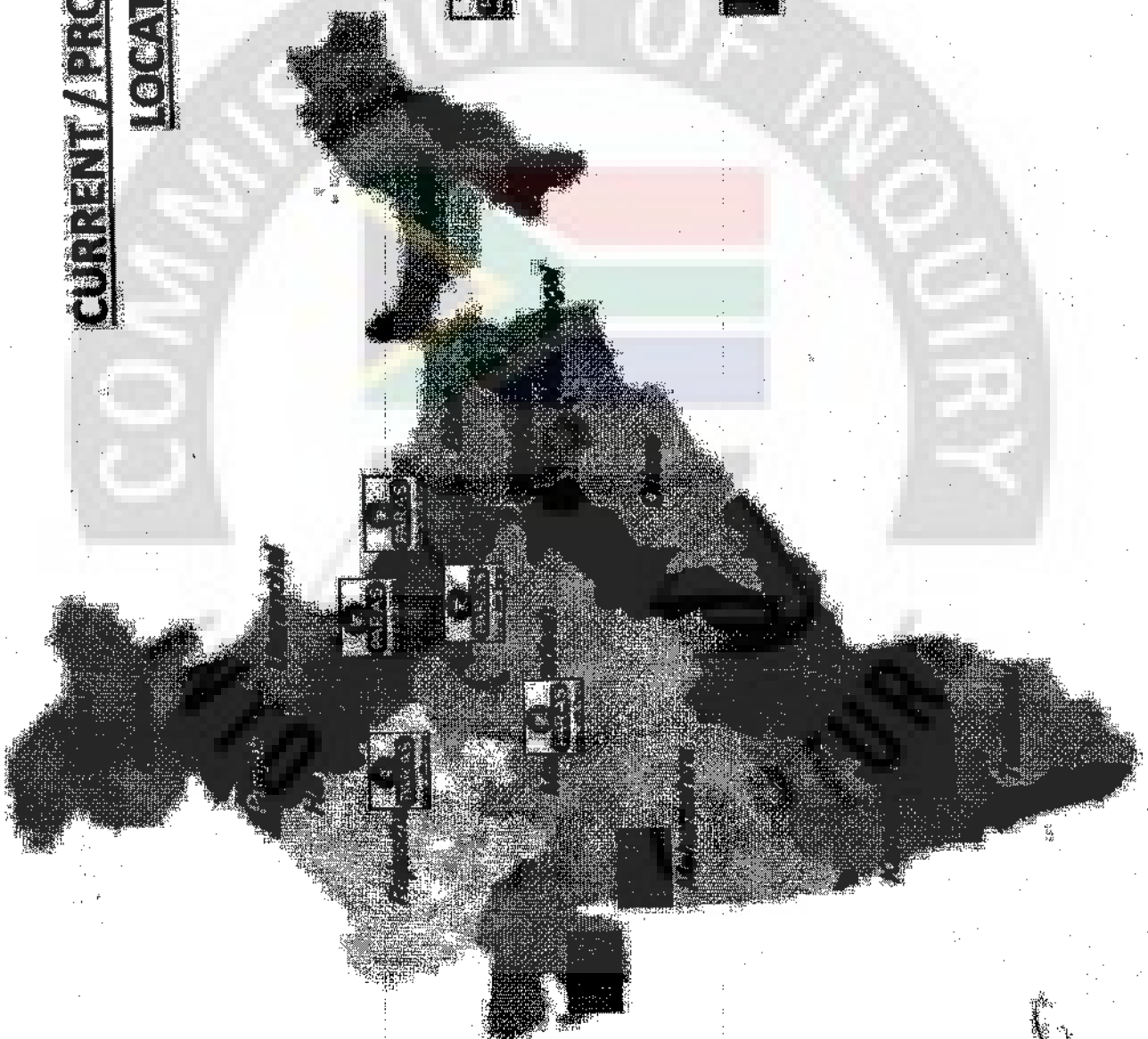


**Trust, Openness, Committed and
Integrity**





CURRENT / PROPOSED PLANT LOCATIONS

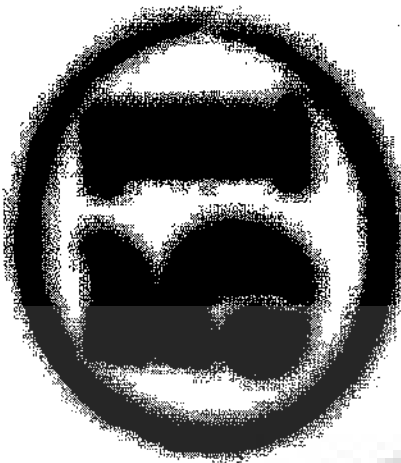


CURRENT

- SAHIBABAD
- GULAOATHI
- MALANPUR
- SANDILA

PROPOSED

- GUJARAT
- AHMED NAGAR
- BANGALORE



LONG JOURNEY

- 1960 Started with LOOSE MILK supply of 60 liters only
- 1986/87 Sahibabad Unit - I plant for LIQUID MILK
- 1989 Production for SMP & GHEE started at Okhla Plant
- 1990 Bought share holding in Health ways at GULAOTHI
- 1993 VRS Foods Ltd. was established at GULAOTHI FOR GHEE/SMP
- 1997/98 Sahibabad Unit - II started producing SMP/GHEE
- 1999 Production of CASEIN /WHEY POWDER started
- 2003 DHI introduced
- 2004 Malanpur unit established for SMP & GHEE
- 2004-05 CAPACITY ENHANCEMENT of Sahibabad unit -II
- 2006 LACTOSE unit at Gulaothi
- 2006 CAPACITY ENHANCEMENT of Malanpur plant
- 2008 New Plant established at SANDILA for SMP & GHEE
- 2008 NEW CASEIN Line started at Malanpur (India's Biggest)
- 2009 Trials carried out for SODIUM CASINATE
- 2011 Sahibabad established new product Paneer, Low Fat Dahi & Flavoured Milk



COMPANY PROFILE

- One of the leading milk processing plants in India.
- Biggest Private Milk processors in India.
- 5 State of the Art ISO 9001-2000 and HACCP Certified Manufacturing Facilities
- Total Liquid Milk Intakes of more than 720 Million Litres Per annum
- Processing capacity of 3 million Liters Per Day.
- Network Covering more than 5000 villages
- Amongst the Largest Suppliers of Liquid Polypack Milk in New Delhi with around 250,000 Litres supplied to the local market daily.
- The Only Company in North India to market Bacteriufuged Milk.
- Fleet of 300 Stainless Steel Insulated road milk tankers
- Produce the best quality dairy products of International Standards.
- A strong procurement base at the village level
- State-of-the-art processing and manufacturing plants
- Consistent supply, adaptability and evolving nature
- A strong brand equity and domestic acceptance.
- Modern Dairy Ingredients plant in collaboration with WESTFALIA SEPERATORS.
- A.G.GERMANY, FILTRATION ENGINEERING INC. USA, APPELXION FRANCE, ALFA LAVAL
- Accredited as a 2 Star Export House by the Govt of India
- Diversified Business into Real Estate (Paras Build-Call Pvt Ltd.), Hospitals (Paras Healthcare Pvt. Ltd.)



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INTERNATIONAL MARKETS

- ❖ **North America:**
- ❖ **EU:** (Germany, France, Turkey, Belgium, Italy, Ireland, Denmark, Poland, Netherland etc.)
- ❖ **Asia:** (Singapore, Thailand, S Korea, Indonesia, Philippines, Japan, Bangladesh, Afghanistan, Pakistan, Sri Lanka etc.)
- ❖ **Africa:** (Sudan, Nigeria, Ivory Coast, Madagascar, Morocco)
- ❖ **Middle East:** (UAE, Egypt, Saudi Arabia, Yemen, Oman, Qatar, Kuwait, Jordan, Bahrain, Syria, Lebanon)
- ❖ **Oceania:** (New Zealand, Australia)



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The Milk Scenario in India



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MILK SCENARIO IN INDIA

- India is the largest Milk producer in the world with nearly 120 million tonnes p.a.
- India produces around 15% of the total milk in the world.
- Target for 2012 is 125 million tonnes p.a.
- There has been a steady growth in milk production of around 4% in the last few years.
- Amongst the few countries having buffalo milk.
- 46% of Milk Produced used as Liquid Milk. (less than 30% is packaged)
- 50% used for making Indigenous Products like Ghee (clarified butter), Yogurt, cottage cheese etc.
- 4% used for other products like Milk Powders, Cheese etc.
- Country with the highest Internal Consumption of Milk.



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TOTAL CATTLE BREAKUP

	Cow	Buffalo	Others
World	85%	11%	4%
India	42%	55%	3%



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THE BUFFALO MILK ADVANTAGE

- Buffalo milk forms an integral and major part of our collection, our Milk Shed Area being in North India with the highest internal consumption of milk.
- Buffalo milk has higher Protein & Calcium content than Cow milk and Excellent functionalities
- High Protein, High calcium, 58% more calcium than cows milk, 25% more protein than cows milk, 43% less Cholesterol than cows milk
- Preferred milk to manufacture Mozzarella cheese
- High Calcium improves Rennet Casein's Functionality
- Buffalo are a genetically pure species with no BSE or scrapie
- Ideal source of milk for those who suffer from cows milk allergy (CMA).

MILK COMPOSITION ANALYSIS		
Constituents	Cow	Buffalo
Protein	3.2 gm	4.5 gm
Fat	5.9 gm	8.0 gm
Carbohydrate	3.8 gm	4.9 gm
Energy	65 kcal	110 kcal
Sugars (Lactose)	2.15 gm	4.63 gm
Fatty Acids	4.8 gm	4.9 gm
Saturated	2.4 gm	4.2 gm
Monounsaturated	1.1 gm	1.7 gm
Polysaturated	0.1 gm	0.2 gm
Cholesterol	14 mg	8 mg
Calcium	120 µg	195 µg

MILK PROCUREMENT - Network of Trust

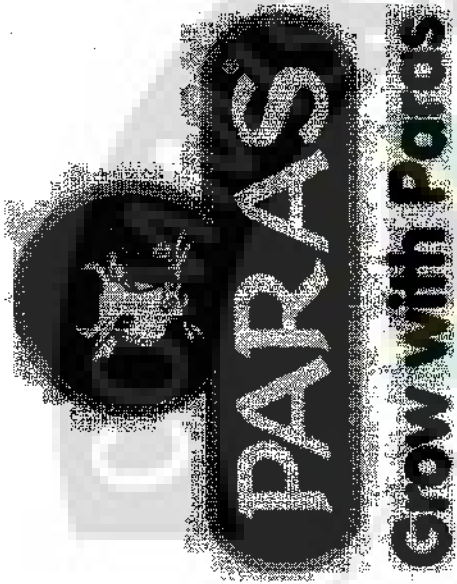


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PARAS - MILK PROCUREMENT MECHANISM.

- Procurement base of nearly 300,000 milk producers & farmers
- More than 3000 MECs (Village Level Centres)
- Timely and Regular audits of dairy plants and MCC
- 78 Large Size Milk Collection and Chilling Centers.
- 106 Farm Bulk Coolers of capacity ranging from 500 to 10000 liters. Milk collected directly from the producers is tested right at the village level (Collection) before chilling it in the farm bulk cooling tanks installed in the village level collection centre.
- Remunerative Pricing Structure based on two axis formula.
- Providing inputs to the producers in terms of knowledge and information, veterinary services, artificial insemination, subsidized cattle feed apart from knowledge transfer through various extension activities.
- Complete transparency in weighing & testing by use of electronic systems in compact lab

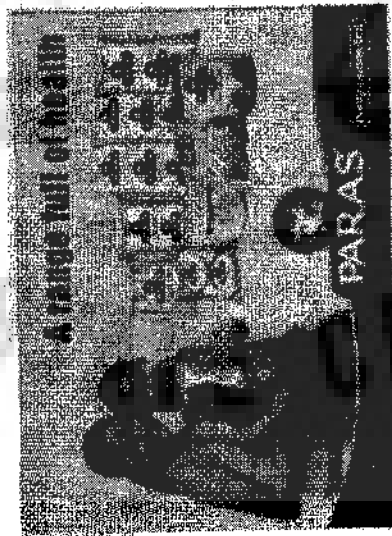




PLANTS & PRODUCTS

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PRODUCT PROFILE



LIST OF PRODUCTS



PARAS FOODS LTD

- Skimmed Milk Powder (SMP)
- Whole Milk Powder (WMP)
- Cream (A&B & Keerthi)
- Chocolates (N.A. Ch)
- Sterilized Whey Powder (DM 70 & DM 90)
- Whey Protein Concentrate (WPC 34 & WPC 35)

• Cheese

• Milk Protein Concentrate

• Dairy Whitener

• Lactose

• UHT Milk

• Elite



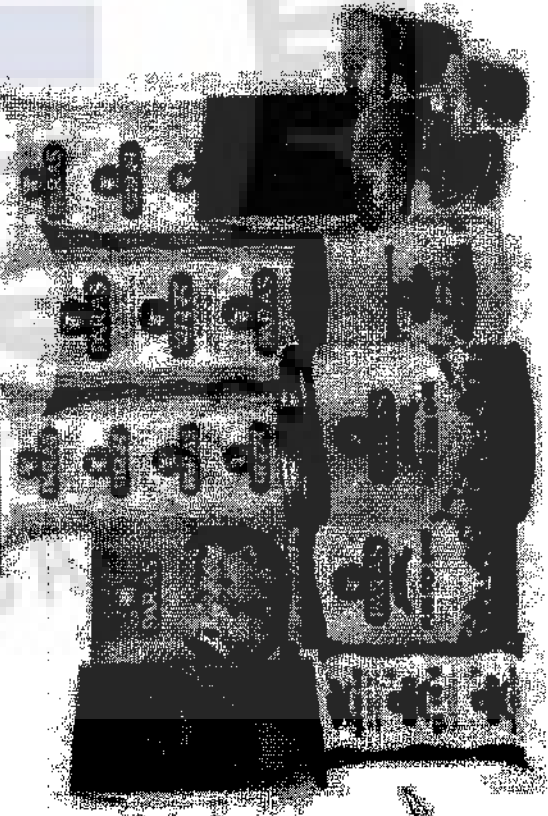
(Purity comes first)

www.parasdairy.com



PRODUCTION CAPACITIES

PRODUCTS	Annual Production Capacity (MT/PA)	
	2008	2011
Skimmed Milk Powder (SMP)	8000	10000
Whole Milk Powder (WMP)	2000	2000
Casein (Rennet/Acid)	6400	12000
Whey Powder (DM70/90, WPC, SWP)	7800	15000
Lactose	3000	3000
Milk Protein Concentrate (MPC)	1000	3000



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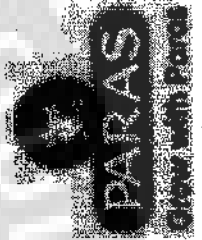
PLANTS - A LOOK



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PLANT S - A LOOK

GUILAOTHI PLANT



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PLANTS - A LOOK



Milk Handling

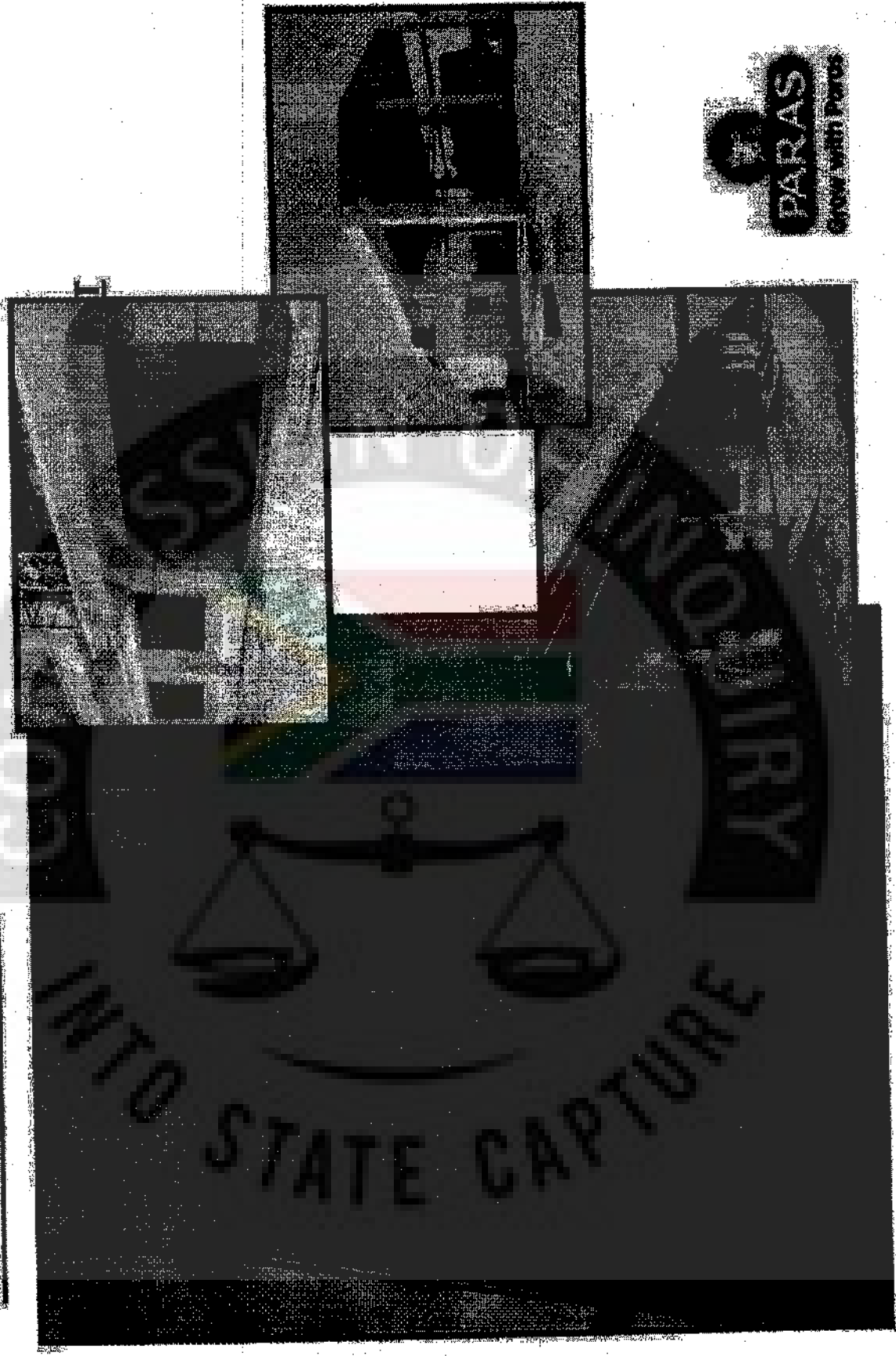
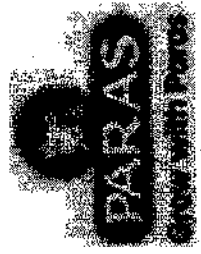
Capacity:

1 Million LPD at

MALANPUR aigrie



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PLANTS - A LOOK

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CASEIN PLANT



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QUALITY ASSURANCE

- Dock Lab
- Main Lab
- Mineral Testing Lab
- Sensory Lab

WELL EQUIPPED ANALYTICAL LAB

- Milkoscan FT 120 for IPQC
- UV Spectrophotometer for Mineral testing
- Atomic Absorption Spectrophotometer for Mineral Analysis
- Dexto kit for antibiotics
- Elisa Reader for Aflatoxins & Chloramphenicol & Melamine
- Microbiological Analytical Equipments

● Samples are analyzed **BIMONTHLY** at EIA / EIC
(Export Inspection Council) Approved laboratories

TESTING SAMPLES FOR

- Antibiotics
- Chloramphenicol
- Pesticides
- Heavy Metals
- Aflatoxin M1

EVERY MILK TANKER IS ANALYZED FOR

- Alcohol
- Lactic Acid
- Fat and CLR
- Organoleptic
- Protein (Casein / Whey)
- Aerobic plate count etc.





QUALITY ASSURANCE - ACTIVITIES

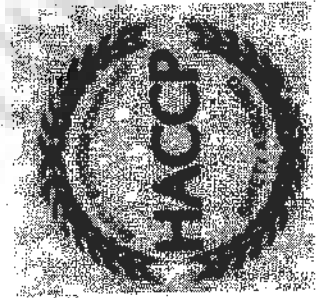
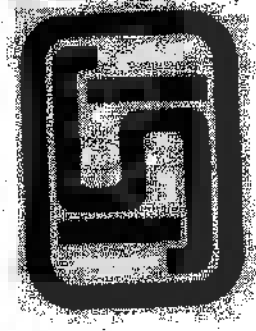
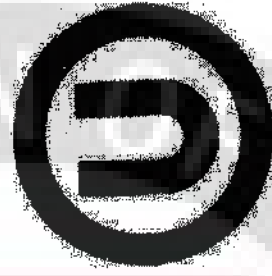
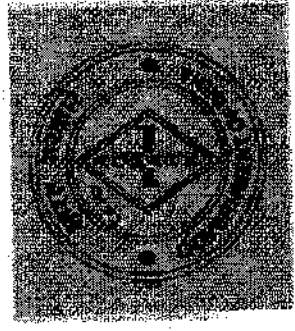
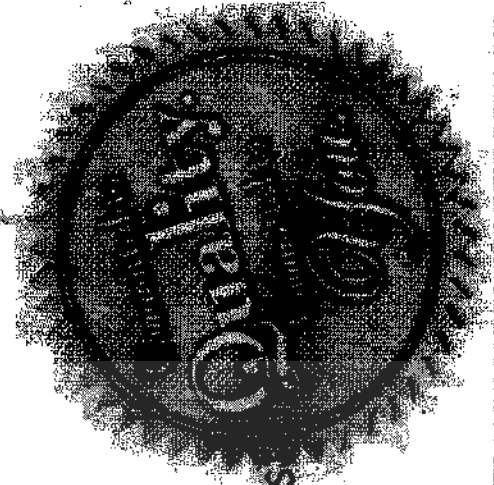
- Testing of Raw Material
- Testing of In Process Material
- Testing of finished products
- Testing of Packaging Material
- Environmental Sampling
- Pre Dispatch Inspection of Finished Products
- Customer Service through feedback on Quality
- Research & Development



[Handwritten signature]

THE SEAL OF QUALITY

- An established ISO 9001 and HACCP certified system
- Kosher certified
- Export Inspection Council Certified
- An APEDA (Agri Products Export Development Authority) Member
- Halal certified (Malanpur Plant)
- BIS, ISI, AGMARK Mark
- FSSAI (Food Safety And Standard Act)
- US FDA (For Some of the products)



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HERMANN FOURIE

From: HERMANN FOURIE <hermann@jacobsfourie.co.za>
Sent: Wednesday, May 16, 2018 7:42 AM
To: ipienaar@live.co.za
Subject: FW: outstanding documents
Attachments: paras presentation(VRS FOODS INDIA).ppt; VRS Estms signed M&U 100512.pdf

HERMANN FOURIE
 DIRECTOR / PRACTISING ATTORNEY

C: +27 (0)11 467 0149
 F: +27 (0)11 467 0149
 E: hermann@jacobsfourie.co.za
 41 Bardsley Street, Westville, Johannesburg
 PO Box 27340, Sandton, Johannesburg, 2013
 Durban, Johannesburg



From: Thabathe Peter [mailto:pthabathe@hotmail.com]
Sent: Tuesday, May 15, 2018 8:52 PM
To: hermann@jacobsfourie.co.za
Subject: FW: outstanding documents

Kind regards

Peter Thabathe
 Mobile: +27 83 726 3083
 Email: pthabathe@hotmail.com

Notice:

The information contained in this e-mail may be confidential, legally privileged and protected by law. Access by the intended recipient only is authorised. If you are not the intended recipient, kindly notify the sender immediately. Unauthorised use, copying or dissemination hereof is strictly prohibited. The sender does not accept responsibility for the contents or opinions expressed in this e-mail, nor does it warrant this communication to be free from errors, contamination, interference or interception.

From: Thabathe Peter <pthabathe@hotmail.com>
Date: Tuesday, 15 August 2017 at 19:20
To: "WC DPCI Capt Mtofo" <wc.dpci.mtofo@saps.gov.za>, "EC DPCI M Msutu" <ec.dpci.msutu@saps.gov.za>, "Sambo Y" <Sambo.Y@saps.gov.za>
Subject: fw: outstanding documents

Good evening Warrant Officer Sambo

Please find the attached documents for your attention as requested.

Thank you

From: LIM:Prov-DPCI Sambo <SamboY@saps.gov.za>
Sent: 15 August 2017 16:17
To: 'ptibethe@hotmail.com'
Cc: WC:DPCI Capt Mbolo; EC:DPCI - M Msutu
Subject: RE: outstanding documents

Afternoon :

Error on the 1st Email, this serves to confirm my Email where you can send the outstanding documents as per our meeting on the 10th August 2017.08.15

Regards

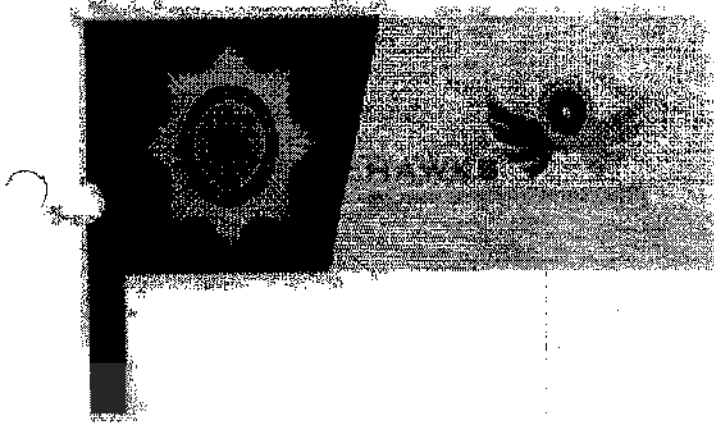
From: LIM:Prov-DPCI Sambo
Sent: 15 August 2017 10:56 AM
To: 'ptibethe@hotmail.com'
Cc: WC:DPCI Capt Mbolo; EC:DPCI - M Msutu
Subject: outstanding documents

Morning

This is to confirm my wherein you will be able to send the outstanding documents.

Regards

Warrant Officer Sambo YS
Serious Corruption Investigation
Directorate For Priority Crime Investigation
Silverton



"FR 16"

THE HIGH COURT OF SOUTH AFRICA
FREE STATE DIVISION, BLOEMFONTEIN

Case number: 1778/2018

In the matter between:

THE NATIONAL DIRECTOR OF
PUBLIC PROSECUTIONS

Applicant

and

MBANA PETER THABETHE

First Respondent

SEIPATI DLAMINI

Second Respondent

TAKISI JANKI MASITENG

Third Respondent

ESTINA (PROPRIETARY) LIMITED

Fourth Respondent

KAMAL VASRAM

Fifth Respondent

OAKBAY INVESTMENTS (PROPRIETARY) LIMITED

Sixth Respondent

ASHU CHAWLA

Seventh Respondent

NAZEEM HOWA

Eighth Respondent

VARUN GUPTA

Ninth Respondent

RONICA RAGAVAN

Tenth Respondent

AEROHAVEN (PROPRIETARY) LIMITED

Eleventh Respondent

PRECIOUS MPULE GUGU THABETHE

Twelfth Respondent

ARLENE VANESSA HOWA

Thirteenth Respondent

In re: An application in terms of section 26 of the Prevention of Organized Crime Act 121 of 1998 concerning property listed in Annexure "B"

CONFIRMATORY AFFIDAVIT


I, the undersigned,

PRECIOUS MPULE GUGU THABETHE

declare under oath as follows:

1. I am a major female, residing at 48 Gascony Crescent, Bloemfontein, Free State Province.
2. I am the twelfth respondent in this application.
3. The content of this affidavit falls within my personal knowledge, except where otherwise stated and are true and correct.
4. I have read the answering affidavit of Mbana Peter Thabethe and confirm the content thereof as true and correct insofar as it refers to me and our joint estate.

Dated at BLOEMFONTEIN on this 17th day of MAY 2018.


P. M. G. THABETHE



I CERTIFY that this affidavit has been sworn to and signed before me at Bloemfontein this 18 day of May 2018 by the abovementioned deponent who declared that she is acquainted with the contents of this affidavit and understands same, that she has no objection to taking the prescribed oath and further, that she considers the said oath as binding on her conscience, which oath was properly taken by me, as required by law.

[Signature]
COMMISSIONER OF OATHS

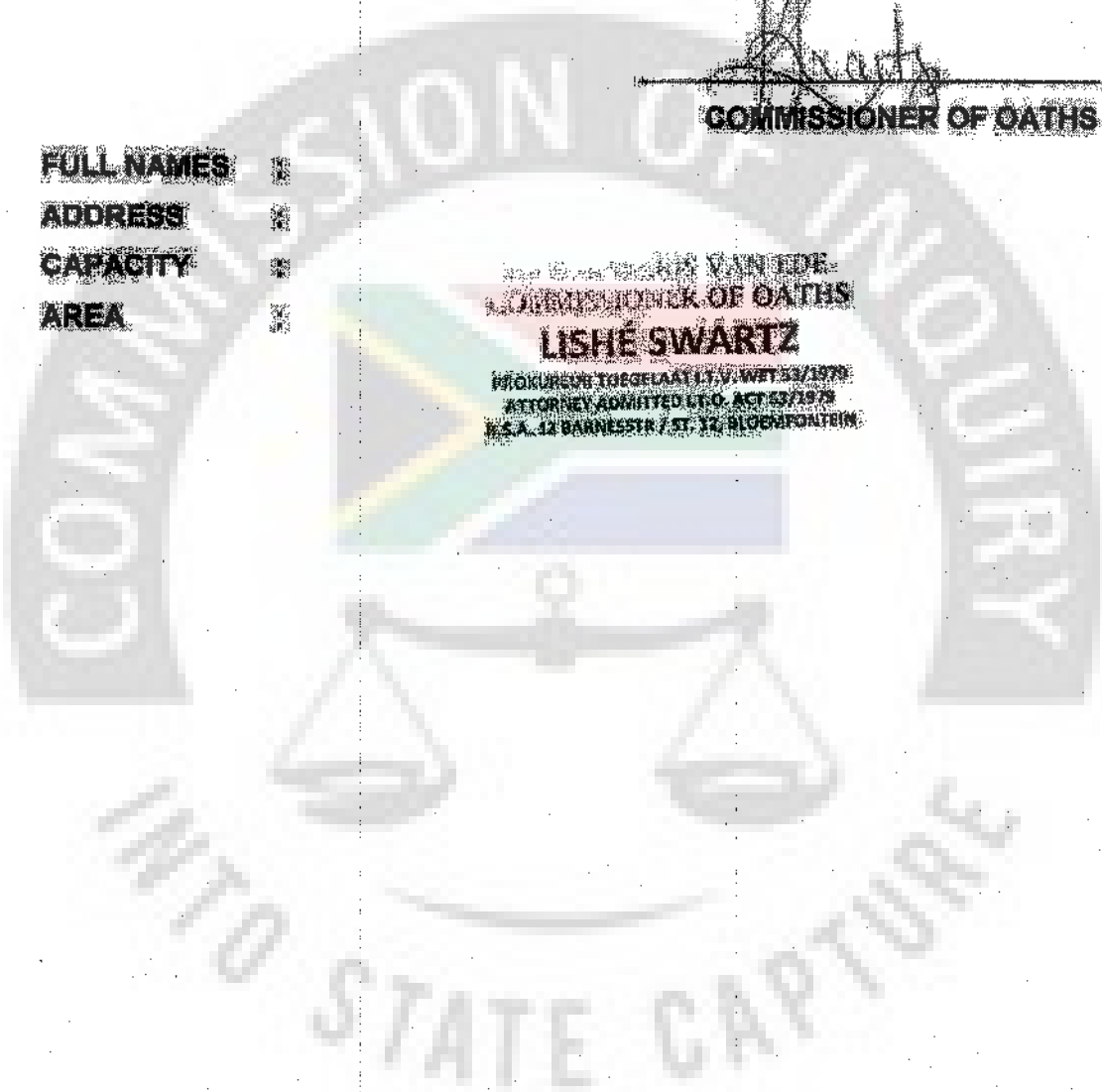
FULL NAMES

ADDRESS

CAPACITY

AREA

REPUBLIEK VAN SUID-AFRIKA
KOMMISSie VAN EDE-
LE OORDEELERS VAN EDE-
LE OORDEELERS VAN OATHS
LISHE SWARTZ
PROKUREUR IN GELAAFT LT. V. WET 53/1978
ATTORNEY ADMITTED LT.O. ACT 53/1978
P.O. BOX 12 BARNESSTR 7 ST. 12, BLOEMFONTEIN



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AFFIDAVIT

I, the undersigned,

MBANA PETER THABETHE

Do hereby make oath and say that:

1. I am an adult male South African aged 52 years old, born in 1965-12-26, I'D No: 651226 5421 089, and employed as the head of Department by the Free State Dept. of agriculture and Rural Development, at Glen College of Agriculture, with contact 051 861 8509 and cell phone Number 0837263083 .
2. The facts set out in this affidavit are, unless otherwise stated or the converse appears from the context here of, the facts herein are within my personal knowledge and are, to the best of my knowledge and belief, both true and correct.
3. I make this affidavit in my official capacity as the Head of Department of the Free State agriculture and rural development. I am the Accounting officer of the Department mentioned above and account to matter within the Department mentioned in the Free State Province. As the accounting officer I have access to books and record of the department.
4. During the year 2012 the department has introduced project namely "MOHUMA MOBUNG STRATEGY" (Meaning: plough in the soil), as an approach when implementing agricultural initiatives and "ZERO HUNGER STRATEGY". The idea of the concept was the MEC's idea whom was MR Mosebenzi Zwane, now the Minister of Mineral Resources.

5. Therefore the identified projects have been carefully analyzed and selected to contribute to the Mohoma Mobung Strategy. The concept was to develop dairy project in the Free State Province, given the fact that the Free State did not have Processing facilities available to add value to the Milk produced locally. At that time the milk was transported by trucks to various centers in Gauteng from Free State for Processing. Whereas the objective of this project was to produce and process the Milk Locally.
6. Therefore the Vrede Integrated Dairy Project was identified and accepted as a Multi-year mega project that will contribute to income generation, decent job creation and the creation of on and off farm agri-business, value chain enterprise. Through municipalities interested beneficiary were identified. See the attached basic criteria for Vrede Dairy Beneficiaries and List MPT 1.
7. Subsequent to the acceptance of the proposal we started with the consultative process for investment opportunities, in that process we started discussion with local farmers both Black and white farmers to sell the idea as intended by the department. A further consultation with the farmers we also did consultation with the departments, private sector organization (Nestle, Parmalat, Clover and Dairy Belle). See Attachment MPT 2. No response was received.
8. In terms of our analysis India was identified as the highest milk producer and there was already an existing bilateral agreement on agriculture between South Africa and India. See attachment MPT3.
9. I then made a request to the Premier Honorable ES Magashula on recommendations of the former MEC Mosebenzi Zwane to take a trip to India accompanied by Mr. Ashok Narayana an Advisor to the office of the premier at that time. On 29th February 2012 and return on the 4th March 2012. It was recommended by the Former MEC Mr.

Mosebenzi Zwane that Mr. Narayana should accompany me to India. When the department started the process of the initiating a Dairy project, Mr. Narayana was not part of the project proposal. I took the trip to India in an effort to conduct a research into how they produce milk. The trip was approved at the state expense. The request, approval and report back from India see attachment MPT4. In addition to the request I had already identified the company by the name of PARAS dairy upon where the research was going to be conducted. PARAS were identified through the aid of internet assistance. I then officiated the meeting following the protocol through the office of the Premier in Free State.

10. I then took the trip to India with Mr. Narayana and on arrival we met with the Chief Executive Officer of Paras Dairy whose name will be divulged at a later stage and who then explained the whole value chain of milk production in India. There were also staff members of PARAS. We were further accompanied by the Indian delegation to visit the processing plant. In India I brought back my presentation from the PARAS. See attachment MPT5.

11. It is on our return from India that I then developed an Executive Council's Report carrying recommendations into the concept of the dairy project identified in India. See attachment MPT6. After India trip Mr. Narayana went back to the office of the Premier as he was not part of my team. He went with me for sake of accompanying me to India. The Executive council upon receiving the report, on recommendations of the MEC for the department of Agriculture, it then approved. Approval document see attachment MPT 7

12. Having received approval from the Executive council, I then invited the Chief Executive Officer (CEO) of PARAS dairy Invitation letter see attachment MPT 8. On arrival the CEO was toured through to the place where the project was intended to

happen and that is VREDE. Upon the CEO's visit it is when he developed an interest to participate and invest in the project. It is when that the PARAS dairy CEO was informed that his interest of investment in South Africa should be through a South African registered company. In the discussion a proposal of signing an agreement with the South African company was put forward to PARAS PARAS' dairy had to develop a project proposal which was presented through the South African owned company. Project proposal see attachment MPT 9 and as the project was accepted, confirmation letter of acceptance see attachment MPT 10. A partnership agreement was then developed. PARAS CEO left the country and at some time appeared ESTINA Company. Estina when they arrived came with the project proposal to state they were the preferred company by PARAS. I called upon the CEO of PARAS confirming Estina Company involvement in the investment. The PARAS CEO confirmed one Mr. Rajev Gautum. I on behalf of the department before the signing of the agreement with Estina requested that there must be a written document confirming an agreement between PARAS and ESTINA. That was presented see attachment MPT 11.

13. In order for a company to deal with the department, verifications were done in respect of Estina Company and SARS tax clearance certificate was obtained. The rest to verify further the account details was to be done by Provincial Treasury. see attachment MPT 11

14. Estina brought a draft agreement entered into between the department of Agriculture and Estina. I took the draft agreement to the state legal adviser for perusal and editing where necessary. The state legal advisor being Mr. Bertus Venter. The ultimate agreement signed is the one that was perused and edited by the state legal advisor see attachment MPT 12.

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[Handwritten signature]

15. Further consultation was done with the National Department of Agriculture in order for them to participate in the funding of the project. See attachment MPT 13. The submission made to the national was accepted; hence the original budget allocation was from (CASP) Comprehensive Agricultural Support Program. This was done due to the allocated amount by Provincial Government was not sufficient to carry and complete the project.
16. It is as per the binding agreement that Estina was requested to develop a feasibility study and a business plan that informs the implementation of the project. The business plan was done in two stages. The first was the preliminary business plan and secondly the detailed business plan. See attachment MPT14.
17. It was for the implementation of the project that the department had to deviate from the normal procurement process given the reason that the investor as such herein called PARAS was also making a financial investment into the second phase of the project (Construction of the Processing Plant). The approval to the deviation process document is attached. See attachment MPT15. This therefore give clarity that there is no tender documents in respect of this project. I also want to put in addition that in terms of the PFMA as an accounting officer I used the provisions of the prerogative clause of the PFMA and with the given reason above I exercised the discretion.
18. The following table of content will reflect the manner in which payment was done:-

DATE	AMOUNT	DISBURSEMENT NO.	ANNEXURES
16/04/2013	R34 950 000M	000600161	MPT16A
25/04/2013	R30M STD BANK	000600268	MPT 16B

*Approved
now*

SJS

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[PARK ROAD CAS 200/07/2017]

	310864860		
03/05/2013	R19050000.00M STDBANK 310864060	000600317	MPT 16 C
13/12/2013	R29.950.000M STD BANK 31086486	000603303	MPT16D
25/07/2014	R30 M STD BANK 310864860	000605869	MPT16E
08/05/2015	R60M FNB 62505753906	000609613	MPT16F
28/04/2016	R46.252.652.00 FNB 62505753906	000614040	MPT16G

19. The first three payments marked as **MPT 16 A**, **MPT 16 B** and **MPT 16 C** were done in 2013 and will reflect an amount of (R84 Million) Eighty Four Million Rand in total. These amounts are based on the first phase of the project Furthermore there is an amount of R 84 million which appeared to be paid to Estina on 2013-04-12 by the Department as per Basic Accounting System (BAS). The said R 84 million was approved and authorized however the payment was reversed due to the none availability of the lump sum. See the attached **MPT 17**.

SJP

PG

20. I can confirm that the file marked "VREDE DAIRY PROJECT" is containing invoices that serves as accountability by Estina Company with regard to the request of the next payment to continue with the Project construction. I want to state that having confirmed the exhibiting of the file mentioned in this paragraph above, the file was submitted to the Department by Estina Company. It is every authorization that the department made to Estina Company was justified by the submitted file. If the file containing the Invoices might suggest upon investigation that the invoices are fictitious. I can confirm that the Department was or is defrauded by the Estina Company because that suggests the breach with regard to accountability on the transferred monies from Estina Company. File attached see MPT 18.
21. The money allocated for the project was classified and Gazetted as a transfer payment. This means that the intermediary in this instance Estina, is the agent of the beneficiary (Acting on behalf or for the beneficiary). Accountability of the Department is limited to report that we received from the Agent on monies transferred as per file attached in Para 20 above references MPT 18.
22. It was brought to my attention during the investigation that some of the monies were paid to Dubai and some to consultancy in Dubai. That information was not in my disposal and as such those were not in terms of agreement signed between the parties.
23. The land in Vrede belonged to Phumelela local Municipality however it was not registered under Municipality but under the Municipality Trust. For the implementation of Vrede project the land was transferred from the Municipality (Trust of Municipality) to Public Works. Subsequently it was leased to the Project for 99 years. The lease was registered with the Deeds Office, which was since terminated when the contract with the Department and Estina was terminated. See attachment

[PARK ROAD CAS 200/07/2017]


MPT 19 .After the termination of a Vrede Project, between the Department and Estina and the Land had to be taken back to Public Works. The project was relocated to the Free State Development Corporation. See the attachment MPT 20. Handover of Asset of the Vrede Dairy Project to Free State Development Corporation. See attachment MPT 21. Free State Development Corporation continued with the Project.

I read this affidavit before I signed it.

I Know and understand the contents of this affidavit.

I do not have any objection to taking the proscribed oath.

I consider the proscribed oath to be binding on my conscience.



SIGNATURE OF DEPONENT

10/08/2017

DATE

I certify that on this 10 day of August 2017, the Deponent signed the affidavit in my presence and declared that she knows and understands its contents, that she has no objection to taking the proscribed oath and that she considers the oath to be binding on her conscience.

Dated at Park Road (Place) on this 10 day of August 2017 at 16:52 (time)



[PARK ROAD CAS 200/07/2017]

[Signature]
CAPT

SIGNATURE OF COMMISSIONER OF OATHS

FULL NAMES :

MANDICA MTOCO

COMMISSIONER OF OATHS

DESIGNATION: EX OFFICIO :
REPUBLIC OF SOUTH AFRICA

South African Police Service member

RANK :

CAPTAIN

FORCE NUMBER :

70580570

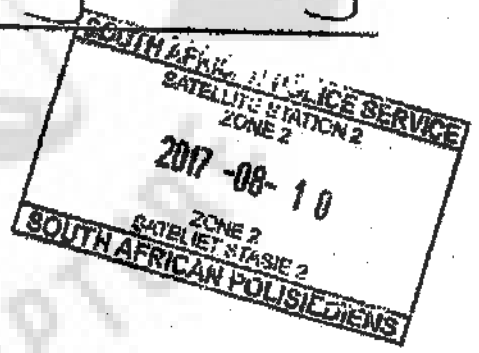
ADDRESS :

SA Police Service

NO 255 Presidia

Building Paul Kruger

TEL :



SJS [Signature]

[Signature]