

I certify that the deponent has acknowledged that he knows and understand the contents of this declaration, which was sworn to before me, and the deponent's signature was placed thereon in my presence at ... PMB ... on the 10<sup>th</sup> day of JAN 2010. 13:35.

RR4-TSW-1798

G19/4

[Signature] LT. COL BD PLOOY  
Signature of Commissioner of Oaths

Full Names: Petrus Ouphey

Business Address: 2045 . Saltwaste House, Durban

Appointment: LT. COL





BELL EQUIPMENT CO. S.A. (PTY) LTD  
Reg No. 1966/004606/07

TT 111  
4921 919/5

## APPLICATION FOR CREDIT FACILITIES

1. REGISTERED NAME OF APPLICANT: DUMISANI DERRICK S.P.T.D. SHABALALA  
(The Purchaser)  
TRADING NAME: OTHAADWEKI FARM  
TEL. NO.: 033-3915307 FAX NO.: 033-3915307
2. PHYSICAL ADDRESS: OTHAADWEKI FARM, OLD CRESTED WIND RD. PMB  
POSTAL ADDRESS: CODE Box 1558 P.M. BURG 3201  
REGISTERED OFFICE: .....  
CONTACT PERSON FOR THE ACCOUNT: NAME: MDIMBI SHABALALA  
TELEPHONE: 082 376 3008  
E-MAIL ADDRESS: otina@webmail.co.za  
LANDLORD'S NAME: .....  
LANDLORD'S ADDRESS: .....
3. TYPE OF BUSINESS (TICK APPROPRIATE BLOCK):  

PUBLIC COMPANY LTD.	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>
PRIVATE COMPANY (PTY) LTD.	<input type="checkbox"/>	SOLE TRADER	<input checked="" type="checkbox"/>
CLOSE CORPORATION (CC)	<input type="checkbox"/>		
4. COMPANY / CLOSE CORPORATION REG. NO.: .....  
VAT. REG. NO.: 4250211499  
HOW LONG ESTABLISHED (NO OF YEARS): 1  
MAIN BUSINESS ACTIVITY: CARE
5. NAME OF HOLDING COMPANY: .....
6. AUDITORS / ACCOUNTING OFFICER NAME AND ADDRESS: LMD AFRICA  
16 BUCHANAN STREET P.M. BURG 3201

7. DETAILS OF DIRECTORS / MEMBERS / PARTNERS / OWNERS (DELETE NOT APPLICABLE)

1. Full Names: SHABALA SIPHO ID No.: 6570195376052 Tel. No.: 3915307  
Residential Address: OTHARDWERSI FARM OLD GREYSTOWN RD 919/6
2. Full Names: SHABALA NOMBENI ID No.: 6901190337083 Tel. No.: 082 376 3008  
Residential Address: OTHARDWERSI FARM OLD GREYSTOWN RD
3. Full Names: ..... ID No.: ..... Tel. No.: .....  
Residential Address: .....
4. Full Names: ..... ID No.: ..... Tel. No.: .....  
Residential Address: .....
5. Full Names: ..... ID No.: ..... Tel. No.: .....  
Residential Address: .....
6. Full Names: ..... ID No.: ..... Tel. No.: .....  
Residential Address: .....

HAVE ANY DIRECTORS, MEMBERS, PARTNERS, OWNERS EVER BEEN DECLARED  
INSOLVENT / SEQUESTERED?  
If yes, please give details:

NO

8. BANKERS: ABSA PRIVATE BRANCH: DURBAN SURE ACCOUNT NO: 4062268280  
NAME IN WHICH THE ACCOUNT IS CONDUCTED: D.S.D. SHABALAM T/A OTHARDWERSI FARM

9. TRADE REFERENCES:

1. SUPPLIER FARMER'S AGRI-CARE (JULIES) TEL. NO. 0832651717
2. SUPPLIER HYDRA FERTILISERS (MUSI) TEL. NO. 0824625013
3. SUPPLIER ..... TEL. NO. ....
4. SUPPLIER ..... TEL. NO. ....

10. ESTIMATED AMOUNT OF CREDIT REQUIRED PER MONTH: R 30 000-00

11. PLEASE ATTACH A COPY OF YOUR LATEST AUDITED FINANCIAL STATEMENTS.

12. I/We do hereby agree to be bound by your standard terms and conditions of sale, particulars of which I/we acknowledge having received.  
I/We certify that the above information is true and correct.  
I/We warrant by my/our signature that I am authorised to sign this credit application form.

9/9/7

11.08.2005  
DATE

*Shabalala*  
AUTHORISED SIGNATURE

FARM MANAGER  
CAPACITY OF SIGNATORY

MTOMBEKHE SHABALALA  
NAME IN BLOCK LETTERS

WITNESSED BY: 1. ....  
2. ....

13. I/We the undersigned do hereby bind myself/ourselves jointly and severally, as surety in solidum and co-principal debtor with the Purchaser for all monies which may now or from time to time be owing to the Seller in respect of goods sold and delivered or for any other cause.  
I/We hereby revoke the benefits of excussion and division.  
I/We hereby declare that this guarantee shall remain effective as security until the Purchaser's indebtedness to the Seller has been fully discharged.

1. NAME *Dumiso S.D. Shabalala* ID NO *6510195386082* SIGNATURE *[Signature]*  
RESIDENTIAL ADDRESS .....
2. NAME ..... ID NO ..... SIGNATURE .....  
RESIDENTIAL ADDRESS .....
3. NAME ..... ID NO ..... SIGNATURE .....  
RESIDENTIAL ADDRESS .....
4. NAME ..... ID NO ..... SIGNATURE .....  
RESIDENTIAL ADDRESS .....
5. NAME ..... ID NO ..... SIGNATURE .....  
RESIDENTIAL ADDRESS .....
6. NAME ..... ID NO ..... SIGNATURE .....  
RESIDENTIAL ADDRESS .....

WITNESSED BY: 1. ....  
2. ....

## STANDARD CONDITIONS OF SALE

1. **DELIVERY**
  - 1.1 All orders received are subject to acceptance by the Company.
  - 1.2 If the purchaser fails to take delivery of the goods when tendered, then the risk in the goods shall immediately pass to the purchaser who shall refund to the seller on demand the reasonable costs (including storage, transport and insurance) of moving the goods and keeping them during the period of the delay.
  - 1.3 The off-loading of the goods at the delivery point is the responsibility of the purchaser and the seller's obligation does not extend beyond tendering the goods at the agreed delivery point or, in case of the C.I.I. orders, tendering the documents covering the shipment or consignment to the purchaser.
  - 1.4 The Company's responsibility ceases when goods are placed f.o.r. Railway station or any other place unnamed in this quotation, or on hired motor transport. Where, however, the destination is a Railway siding, or a Railway motor bus halt, the Company's responsibility ceases on delivery f.o.r. sender's station, notwithstanding the prepayment of transport charges. All demurrage charges will be for purchaser's account.
2. **RETURNS**

The seller shall not be obliged to accept the return of any goods sold by it, but if it agrees to do so the purchaser shall pay a handling charge to be determined by the seller but not exceeding ten per cent of the sales value of the goods plus transport costs.
3. **PAYMENTS**
  - 3.1 If the purchaser has not been granted credit facilities, the terms of payment are cash against invoice.
  - 3.2 If credit facilities have been granted payment must be made within 30 days from date of statement unless other terms have been agreed upon in writing, in which case they will apply.
  - 3.3 All payments shall be made in Republic of South Africa currency, free of bank exchange and other charges, at the seller's sales office nearest to the point of delivery.
  - 3.4 If delivery is made in instalments, each instalment will be invoiced and paid for separately.
  - 3.5 If any amount is not paid upon due date, all amounts owed to the seller will at once become due, owing and payable any discount granted to the purchaser will be forfeited and the purchaser will pay interest on all overdue amounts at the prevailing overdraft rates as determined by First National Bank of Southern Africa Ltd, and shall in addition pay any legal costs incurred by the seller on the attorney and client scale, including collection commission.
  - 3.6 Payment may not be withheld pending the settlement of any dispute.
4. **PRICE INCREASE**
  - 4.1 Prices are based upon costs ruling at the date of the seller's quotation. An increase in costs between the date of the quotation and the date of delivery will entitle the seller to increase the price by an amount sufficient to compensate it for such additional costs.
  - 4.2 If the purchaser disputes any increase in the price in terms of above, the amount of the increase shall be determined by the seller's auditors acting as experts and not as arbitrators and their decision shall be final and binding upon the seller and upon the purchaser.
5. **WARRANTIES**
  - 5.1 Test certificates or copies of test certificates relating to the goods are supplied in good faith but the seller is not the author of such test certificates and its obligation in respect of any test certificates does not extend beyond ceding to the purchaser any claim which it may have against the author of such certificate in respect of any goods sold by the seller to the purchaser.
  - 5.2 The seller gives no warranty as to the suitability of the goods for the purpose for which they are intended to be used.
  - 5.3 The seller shall not be liable under any circumstances whatsoever for loss of profit or damage, direct or indirect, arising out of any cause whatsoever.
  - 5.4 The purchaser shall not have any claim of any nature whatsoever against the seller for any failure by the seller to carry out any of its obligations as a result of any circumstances beyond the control of the seller including, without prejudice to the generality of the foregoing, any default or delay on the part of any sub-contractor, carrier, supplier or its servants.
  - 5.5 This tender relates only to the supply of the material and work therein specified and additional goods delivered and for work carried out by reason of the purchaser's instructions or at the instance of any Government, Provincial, Municipal or other Authority during the execution of the contract, shall be added to the purchase price and paid for at contract rates or at ruling market prices if such extra items are not included in the contract Schedules.
6. **OWNERSHIP**

Ownership of goods delivered will not pass to the purchaser until the seller has received payment of the full price.

  - 6.1 Any item repaired in our workshops and not removed within sixty (60) days of repair will incur a storage charge equivalent to 20% per month of the cost of repair.
7. **PERMITS**

If any permit or other consent or approval is required under any law for the supply of goods, then the contract shall not take effect until the company obtains the permit, consent or approval.
8. **CANCELLATION**
  - 8.1 The seller may cancel the contract in whole or in part if the purchaser commits any breach of its obligations to the seller or if judgement is granted against the purchaser or if the purchaser ceases to trade or compromise with any of the purchaser's creditors.
  - 8.2 If the contract is cancelled through the fault of the purchaser, he will be liable for any expenses, cost, loss or damage incurred or suffered by the company.
  - 8.3 If an amount owed by the purchaser to the seller from any cause whatsoever, whether under the contract or not, is not paid on the due date then, without prejudice to any other right which it may have, the seller may
    - (a) require that all amounts then owed to it by the purchaser, from any cause whatever (and whether under the contract or not) shall immediately become due and payable.
    - (b) retain in its possession any goods of the purchaser until all those amounts have been paid.
    - (c) may until payment is made, suspend the carrying out of any of its then uncompleted obligations from any cause whatever and whether under the contract or not.
    - (d) terminate any credit facilities granted to the purchaser, whether under the contract or not.
9. **CLAIMS**
  - 9.1 The purchaser will have no claim in respect of short mass or in respect of deliveries not in accordance with the contract, unless it gives written notice of its claim to the seller's sales office where goods were purchased within 24 hours after the date of delivery of the goods to which the claim related and unless the seller has been afforded an opportunity for checking, weighing and testing the goods delivered and has been permitted to make use of the purchaser's weighing apparatus free of charge for this purpose.
  - 9.2 Illustrations, drawings, dimensions, or statement of weights included in and/or accompanying this tender are approximate only and shall not form part thereof unless specifically confirmed by the company in writing.
10. **GENERAL**
  - 10.1 Any indulgence, leniency or extension granted by the Company at any time shall not be construed as a novation or waiver of any of the rights of the Company whatsoever.
  - 10.2 Any contract arising from this tender shall be interpreted and construed in accordance with the laws of the Republic of South Africa whose courts shall have jurisdiction in respect thereof and in respect of any dispute whatsoever arising therefrom or thereout.
  - 10.3 The conditions referred to above shall be applicable to previous, present and future purchases made and/or transactions concluded between the purchaser and the Company.
11. **JURISDICTION**
  - 11.1 If the purchaser is a resident of or carries on business in the Republic then the company shall be entitled to institute any proceedings against the purchaser, arising out of the contract, any Magistrate's Court having jurisdiction over the purchaser even if the cause of action in question exceeds the jurisdiction of the Court.
  - 11.2 Subject to 11.3, if the purchaser is not resident in and does not carry on business in the Republic, then the purchaser consents and submits to the jurisdiction of the Witwatersrand local Division of the Supreme Court of South Africa, and all Courts of Appeal therefrom, for all purposes arising out of the contract.
  - 11.3 If the purchaser is a resident of or carries on business in:
    - (i) Swaziland, Namibia or Lesotho the company shall be entitled to institute legal proceedings against the purchaser arising out of the contract, in any subordinate Court of the First Africa of Botswana, Swaziland, Namibia or Lesotho respectively, having jurisdiction over the purchaser, even if the cause of action in question exceeds the jurisdiction of the Court.
    - (ii) Transkei, Ciskei or Venda the company shall be entitled to institute legal proceedings against the purchaser, arising out of the contract, in any Magistrate's Court of Transkei, Ciskei or Venda respectively, having jurisdiction over the purchaser, even if the cause of action in question exceeds the jurisdiction of the court.
12. **DOMICILIUM CITANDI ET EXECUTANDI**

I/we hereby choose domicilium citandi et executandi at my/our registered address detailed. I/we undertake to notify you within seven (7) days of any change of such address in writing by prepaid registered post thereafter I/we choose domicilium citandi et executandi at such amended address.

**BELL**COPY  
TAX INVOICE

RR4-TSW-1803

INV. No. DATE PA

9/19/9

JT2

SOLD  
TOOTHANDWENT FARM  
PO BOX 1588  
PIETERMARITZBURG  
PIETERMARITZBURG 2201BELL EQUIPMENT CO P.O. BOX 1588  
PIETERMARITZBURG 2201PIETERMARITZBURG 078 0014  
P.O. BOX 100436 SCOTTSVILLE  
PRIVATE BAG:  
TEL: (033) 396-9319  
TELEX: (073) 396-3043  
FAX: (033) 396-1837SHIP  
TOOTHANDWENT FARM  
PO BOX 1588  
PIETERMARITZBURG  
PIETERMARITZBURG  
2201

VAT REG NO : 4250211422

CO.	CUSTOMER	ORDER	CURRENCY	TERMS	REFERENCE
33	4250211422	000018	RAND		CO 000018
SHIP No.	CUSTOMER P.O. No.	SHIP VIA	SHIP DATE	SHIP WEIGHT	EXPOR
1		COLLECT	6/12/0		

ITEM NUMBER	DESCRIPTION	U/M	QUANTITY	PRICE	AMOUNT
	Goods specially imported which are non returnable to our suppliers, will not be accepted for credit. THIS INVOICE IS PAYABLE ON OR BEFORE 31/01/2007. Goods correctly supplied will be subject to a 10% handling charge if returned for credit.				
162908	WCD, D22, 430L, TILT CYL, 5/8 UNF	EA	1.00	757.90	757.9
140562	WTR, SEAL, CFL 50X12X16 N/N	EA	1.00	31.90	31.9
240034	HOSE, D2-6/1300/6MP/6MP	EA	2.00	92.00	184.0
240052	HOSE, D2-6/0900/6MP/6MP	EA	2.00	76.70	153.4

RECEIVED BY:	ID NO.:	REG NO.:	SIGNATURE:	DATE
NET SALES		VAT		
MISC. CHARGES		TRADE DISCOUNT		AMOUNT DUE
FREIGHT		TERMS DISCOUNT		

**BELL**

RR4-TSW-1804

COPY

TAX INVOICE

INV. No.	DATE	PAY
3310001	2007/01/04	

919/10

JT3

SOLD TO

OTRANDWENT FARM  
PO BOX 1558  
PIETERMARITZBURG  
PIETERMARITZBURG 3201

BELL EQUIPMENT CO. (Pty) Ltd  
30 Ragsdale 1996/2004/07/01

PIETERMARITZBURG C/S CENTRE  
P.O. BOX 100486  
PRIVATE BAG:  
TEL: 033 386-9313  
TEL: 033 386-9314  
FAX: 033 386-1897

SHIP TO

OTRANDWENT FARM  
PO BOX 1558  
PIETERMARITZBURG  
PIETERMARITZBURG 3201

VAT REG NO : 4250211499

CO.	CUSTOMER	ORDER	CURRENCY	TERMS	REFERENCE
33	210001	999404	RAND		CO 399404
SHIP No.	CUSTOMER P.O. No.	SHIP VIA	SHIP DATE	SHIP WEIGHT	EXPORT
1	CYERIN	COLLECT	6/12/10	1	

ITEM NUMBER	DESCRIPTION	U/M	QUANTITY	PRICE	AMOUNT
180067	Goods specially imported which are non returnable to our suppliers, will not be accepted for credit. THIS INVOICE IS PAYABLE ON OR BEFORE 31/01/2007. Goods correctly supplied will be subject to a 10% handling charge if returned for credit. ROD, D22, M16, 3751, GRAB CYL	EA	1.00	488.00	488.00
RECEIVED BY: ID NO.: REG NO.: SIGNATURE: DATE:					
NET SALES		VAT		AMOUNT DUE	
MISC. CHARGES		TRADE DISCOUNT			
FREIGHT		TERMS DISCOUNT			

**BELL**

COPY

TAX INVOICE

INV. NO.	DATE	PA
8032	14/12/06	

RR4-TSW-1805

9/9/11

JT4

SOLD  
TOOTHANDWENT FARM  
PO BOX 1558  
PIETERMARITZBURG  
3201BELL EQUIPMENT CO. (PTY) LTD  
CC Reg. No. 1966/064526/07PIETERMARITZBURG T & CENTRE  
P. O. BOX 100430  
PRIVATE BAG:  
TEL: (013) 386-9314  
TELEX: (033) 386-9314  
FAX: (033) 386-1837SHIP  
TOOTHANDWENT FARM  
PO BOX 1558  
PIETERMARITZBURG  
PIETERMARITZBURG  
3201

VAT REG NO : 4250211499

CO.	CUSTOMER	ORDER	CURRENCY	TERMS	REFERENCE
33	49210001	399566	RAND		CO 399566
SHIP No.	CUSTOMER P.O. No.	SHIP VIA	SHIP DATE	SHIP WEIGHT	EXPORT
1	gyprin	collect	6/12/14		
ITEM NUMBER	DESCRIPTION	U/M	QUANTITY	PRICE	AMOUNT
200025	COUPLING, NYLON	EA	2.00	35.50	71.00
Goods specially imported which are non returnable to our suppliers, will not be accepted for credit. THIS INVOICE IS PAYABLE ON OR BEFORE 31/01/2007. Goods correctly supplied will be subject to a 10% handling charge if returned for credit.					
RECEIVED BY:		ID NO.:	REG NO.:	SIGNATURE:	DATE
NET SALES		VAT		AMOUNT DUE	
MISC. CHARGES		TRADE DISCOUNT			
FREIGHT		TERMS DISCOUNT			

**BELL**COPY  
TAX INVOICE

RR4-TSW-1806 PAGE

G 19/12

JTS

SOLD  
TO

STANDWENI LAM  
PO BOX 1554  
WETERMARITBURG  
2701

WETERMARITBURG 400-0000  
P.O. BOX 100436  
SPOTTSVILLE  
209  
TEL: (033) 386-0000  
TELEX: (033) 386-0000  
FAX: (033) 386-1000

SHIP  
TO

STANDWENI LAM  
PO BOX 1554  
WETERMARITBURG  
2701

VAT REG NO: 2750211495

CO.	CUSTOMER	ORDER	CURRENCY	TERMS	REFERENCE		
03	49210001	400003	RAND	MP17-10	CG 403009		
SHIP No.	CUSTOMER P.O. No.		SHIP VIA		SHIP DATE	SHIP WEIGHT	EXPORT
	SIPHO				7/02/04		
ITEM NUMBER	DESCRIPTION		U/M	QUANTITY	PRICE	AMOUNT	
	ECH7107.SMR18653.ATTENDED TO ENGINE @ BELL WORKSHOP						
CONSUM	CONSUMABLES		EA	1.00	80.00	80.00	
LABOUR400	LABOUR: CONTRACT		HR	9.50	220.00	2,090.00	
LABOUR700	LABOUR: TRAVEL CONTRACT		HR	1.50	220.00	110.00	
TRAVEL300	TRAVEL: CONTRACT		KM	30.00	3.30	99.00	
PARTS	PARTS		EA	1.00	1,567.57	1,567.57	
OUTWORK	TRANSPORT/REPAIR ENGINE		EA	1.00	59,725.80	59,725.80	
RECEIVED BY		TAX NO.		REG NO.		SIGNATURE	
NET SALES		VAT		TRADE DISCOUNT		AMOUNT DUE	
MISC CHARGES		TERMS DISCOUNT					
FREIGHT							

100  
100  
100  
100

1951

## TAX INVOICE

RR4-TSW-1807

919/13  
JT6

SOLD  
TO

SHIP  
TO

CO.	CUSTOMER	ORDER	CURRENCY	TERMS	REFERENCE
3	9210001	11771	1000	10	CO 411273
SHIP No.	CUSTOMER P.O. No.	SHIP VIA	SHIP DATE	SHIP WEIGHT	EXPORT
1			10/1/22		
ITEM NUMBER	DESCRIPTION	U/M	QUANTITY	PRICE	AMOUNT
	CONTRACT NO. 1866 EXTENDED 30 BOOM NOT LIFTING.				
	CONSUMABLES				
LABOUR 300	EXTERNAL - 1 ML PLANT	EA	1.00	30.00	30.00
LABOUR 300	INTERNAL - 1 ML PLANT	EA	1.00	300.00	300.00
TRAVEL 300	EXTERNAL - 1 ML PLANT	EA	1.00	35.00	35.00
PARTS	INTERNAL - 1 ML PLANT	EA	1.00	125.00	125.00
				11,834.00	11,834.00
RECEIVED BY:	HD NO.	REG NO.	SIGNATURE	DATE	
NET SALES		VAT			
MISC. CHARGES		TRADE DISCOUNT			
FREIGHT		TERMS DISCOUNT			
				AMOUNT DUE	

[illegible]

**BELL**  
EQUIPMENTCOPY  
TAX INVOICE

INVOICE	RR4-TSW-1808	PAC
403773	7/04/07	

VAT REG NO : 4230108280

SOLD  
TOOTHANDWENT FARM  
PO BOX 1558  
PIETERMARITZBURG  
PIETERMARITZBURG 3201BILL EQUIPMENT CO S.A (PTY) LTD  
CO Reg. No. 1966/004601/07PIETERMARITZBURG C/S CENTRE  
P. O. BOX 100436  
SCOTSDRIVE  
3200TEL: (033) 386-9819  
TELEX: (033) 386-9313  
FAX: (033) 386-1837SHIP  
TOOTHANDWENT FARM  
PO BOX 1558  
PIETERMARITZBURG  
PIETERMARITZBURG  
3201

VAT REG NO : 4250211496

CO.	CUSTOMER	ORDER	CURRENCY	TERMS	REFERENCE
33	4210001	412777	RAND		CO 412777
SHIP No.	CUSTOMER P.O. No.	SHIP VIA	SHIP DATE	SHIP WEIGHT	EXPORT
1	1	COLLECT	7/04/07		
ITEM NUMBER	DESCRIPTION	U/M	QUANTITY	PRICE	AMOUNT
01236291	CAP:OIL FILLER	EA	1.00	250.50	250.51
Goods specially imported which are non returnable to our suppliers, will not be accepted for credit. THIS INVOICE IS PAYABLE ON OR BEFORE 30/04/2007. Goods correctly supplied will be subject to a 10% handling charge if returned for credit.					
RECEIVED BY	ID NO:	REG NO.	SIGNATURE:	DATE:	
NET SALES	250.51	VAT	36.01	AMOUNT DUE	
MISC. CHARGES	0.00	TRADE DISCOUNT	0.00		
FREIGHT		TERMS DISCOUNT			

RR4-TSW-1809

SOLD  
TO

SHIP  
TO

VAT REG NO 425051447

CO.	CUSTOMER	ORDER	CURRENCY	TERMS		REFERENCE		
43	49210001	413509	USD	413509		CO 413509		
SHIP No.	CUSTOMER P.O. No.		SHIP VIA			SHIP DATE	SHIP WEIGHT	EXP
1	13					7/04/10		
ITEM NUMBER		DESCRIPTION			U/M	QUANTITY	PRICE	AMOUNT
		BCH7012, SMR18757, 100HR SERVICE ON ENGINE ONLY.						
CONSUMABLES		CONSUMABLES			EA	1.00	25.00	25.00
LABOUR: 300		LABOUR: EXTERNAL - SM1 PLANT			HR	1.00	300.00	300.00
LABOUR: 600		LABOUR: TRAVEL - SM1 PLANT			HR	2.5	250.00	187.50
TRAVEL: 200		TRAVEL: EXTERNAL			KM	50.00	4.50	225.00
PAFTS		PAFTS			EA	1.00	138.80	438.80
RECEIVED BY:		ID NO:	REG NO:		SIGNATURE		DATE:	
NET SALES		VAT		TRADE DISCOUNT		AMOUNT DUE		
MISC. CHARGES		TERMS DISCOUNT						
FREIGHT								

1. 276010.3

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

1.  $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$

**BELL**COPY  
TAX INVOICE

RR4-TSW-1810

INVOICE	DATE	PAID

919/16

JT 9

SOLD  
TO

91 RANDOLPH TARA  
PO BOX 1508  
PITTSBURGH, PA 15203  
PITTSBURGH, PA 15203

BILL TO: TOWER

PO BOX 1508 PITTSBURGH, PA 15203

PITTSBURGH, PA 15203

PITTSBURGH, PA 15203

SHIP  
TO

91 RANDOLPH TARA  
PO BOX 1508  
PITTSBURGH, PA 15203  
PITTSBURGH, PA 15203

Get One From Tiger

CO.	CUSTOMER	ORDER	CURRENCY	TERMS	REFERENCE
31	40740001	416836	USD		40 416836
SHIP No.	CUSTOMER P.O. No.		SHIP VIA		SHIP DATE
			0227826074 MAILAGE		1/05/04

ITEM NUMBER	DESCRIPTION	U/M	QUANTITY	PRICE	AMOUNT
	Goods specially imported which are non returnable to our suppliers, will not be accepted for credit. THIS INVOICE IS PAYABLE ON OR BEFORE 31/05/2007. Goods correctly supplied will be subject to a 10% handling charge if returned for credit.				
270205	BACK COVER KIT-RETURN POSITION EA		1.00	173.70	173.70
No 10% HANDLING					
STATE CAPTURE					
RECEIVED BY:	ID NO.:	REG NO.:	SIGNATURE:	DATE:	
NET SALES		VAT		AMOUNT DUE	
MISC. CHARGES		TRADE DISCOUNT			
FREIGHT		TERMS DISCOUNT			

**BELL**

RR4-TSW-1811

COPY  
TAX INVOICE

INV. No.	DATE	PAC
467987	8/05/07	

VAT REG NO : 4210108280

SOLD  
TOOTHANDWENT FARM  
PO BOX 1558  
PIETERMARITZBURG  
PIETERMARITZBURG 3201BELL EQUIPMENT CO S.A (PTY) LTD  
CO Reg. No. 1966/004606/07PIETERMARITZBURG C/S CENTRAL  
P. O. BOX 100486  
SCOTTSVILLE  
3209TEL: (033) 386-9319  
TELEFAX: (033) 386-9319  
FAX: (033) 386-1837SHIP  
TOOTHANDWENT FARM  
PO BOX 1558  
PIETERMARITZBURG  
PIETERMARITZBURG  
3201

VAT REG NO : 4250211499

CO.	CUSTOMER	ORDER	CURRENCY	TERMS	REFERENCE
33	210001	417353	RAND	SS	CO 417353
SHIP No.	CUSTOMER PO. No.	SHIP VIA	SHIP DATE	SHIP WEIGHT	EXPORT
1	CYPRIN	COLLECT	7/05/08	22	
ITEM NUMBER	DESCRIPTION	U/M	QUANTITY	PRICE	AMOUNT
	Goods specially imported which are non returnable to our suppliers, will not be accepted for credit. THIS INVOICE IS PAYABLE ON OR BEFORE 31/05/2007. Goods correctly supplied will be subject to a 10% handling charge if returned for credit.				
200017	LINE, 186 CANE-GRAB	EA	6.00	138.10	828.60
100115	SCREW, CAP	EA	6.00	3.00	18.00
100316	NUT, NYLOC CLASS 8 DIN965 ZN	EA	6.00	.75	4.50
240034	HOSE, D2-6/1300/6MP/6NP	EA	4.00	66.60	266.40
RECEIVED BY:	ID NO:	REG NO:	SIGNATURE:	DATE:	
NET SALES	MISC. CHARGES	FREIGHT	VAT TRADE DISCOUNT TERMS DISCOUNT	AMOUNT DUE	

**BELL**COPY  
TAX INVOICE

INVOICE	RR4-TSW-1812	DATE	PAC
403004	8/06/07		

9/9/18

JTH

SOLD  
TOOTHANDWENT FARM  
PO BOX 1558  
PIETERMARITZBURG  
PIETERMARITZBURG 3201BELL EQUIPMENT CO S.A. (PTY) LTD  
CO Reg.No. 25047004500707  
PIETERMARITZBURG L/O CENTRE,  
P. O. BOX 100436 SCOTTSVILLE  
3209TEL: (033) 385-9319  
TELEX: (033) 386-9319  
FAX: (033) 386-1857SHIP  
TOOTHANDWENT FARM  
PO BOX 1558  
PIETERMARITZBURG  
PIETERMARITZBURG  
3201

VAT REG NO : 4250213400

CO.	CUSTOMER	ORDER	CURRENCY	TERMS	REFERENCE
13	40010001	417449	RAND		CO 417449
SHIP No.	CUSTOMER P.O. No.	SHIP VIA	SHIP DATE	SHIP WEIGHT	EXPORT
1	STRAUDWICK		7/05/08	2	
ITEM NUMBER	DESCRIPTION	U/M	QUANTITY	PRICE	AMOUNT
40575	Goods specially imported which are non returnable to our suppliers, will not be accepted for credit. THIS INVOICE IS PAYABLE ON OR BEFORE 31/05/2007. Goods correctly supplied will be subject to a 10% handling charge if returned for credit. 4058,02-8/2040/8F3/8F3	EA	2.00	128.10	256.20
RECEIVED BY: <i>[Signature]</i>		ID NO.	REG NO.	SIGNATURE: <i>[Signature]</i>	DATE:
NET SALES	435.87	VAT	35.87	AMOUNT DUE	292.00
MISC. CHARGES	30	TRADE DISCOUNT	60		
FREIGHT		TERMS DISCOUNT			

**BELL**  
EQUIPMENTCOPY  
TAX INVOICE


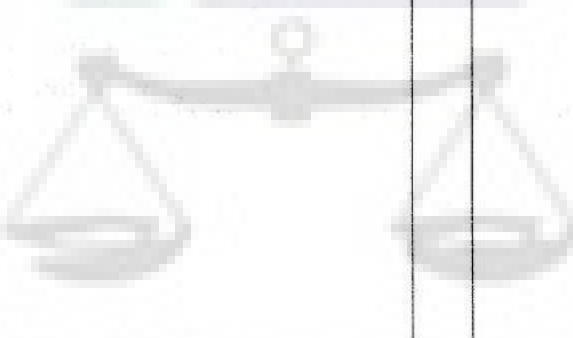
INV. NO.	DATE	PAGE
	9/19/19	

RR4-TSW-1813

SOLD  
TO

JT12

SHIP  
TO

CO.	CUSTOMER	ORDER	CURRENCY	TERMS	REFERENCE		
SHIP No.	CUSTOMER P.O. No.		SHIP VIA		SHIP DATE	SHIP WEIGHT	EXPORT
ITEM NUMBER	DESCRIPTION			U/M	QUANTITY	PRICE	AMOUNT
							
 COMMISSION OF ENQUIRY INTO STATE CAPTURE							
RECEIVED BY		CO NO.	REG NO.	SIGNATURE		DATE	
NET SALES		VAT		AMOUNT DUE			
MISC. CHARGES		TRADE DISCOUNT					
FREIGHT		TERMS DISCOUNT					

G 20/1

## AFFIDAVIT

ALISTAIR VAN DER AVOORT states in English under oath:

1.

I am an adult male with identity number 540405 5044 084. I am currently employed as the Financial Manager at Farmers Agricare (Pty) Ltd (Agricare), 1 The Boulevard, 1<sup>st</sup> Floor Block B, Westway Office Park, Westville. My work telephone number is 031- 2655000 and my cellular number is 083 326826.

2.

Agricare is manufacturers and suppliers of chemicals that are mainly used by farmers for the purposes of insecticides'. We supply products such as Hexazinone, Acetochlor and Merlin, which are all different products of insecticides.

3.

I have been requested to provide information with regard to a payment that was made for or on behalf of one of our clients with account number "SHA009" in the amount of R80,000. I have access to our payment records and I am duly authorised to attest to the contents of this affidavit.

920/2

4.

I located a copy of the Credit Application Form for Account Number SHA009 attached hereto as "AVA1". The said Credit Application Form completed by the client reflects the following information:

- i. Customer's full name: Othandweni Shabalala;
- ii. Sole Proprietor: Blue Serenity Investments;
- iii. Customer's Trading Name: Othandweni Farming;
- iv. Customer's Postal Address: PO Box 1558, Pietermaritzburg
- v. Customer's Telephone Number: 0823763008;
- vi. Customer's Telefax Number: 033-3915307; and
- vii. The client signed the Credit Application Form dated 9 September 2004.

5.

I located a letter from Mrs Beatrice Shabalala addressed to the Accounts Department dated 22 July 2008 attached hereto as "AVA2". The letter indicates that Othandweni Farm or DSD Shabalala is trading as Othandweni Family Trust. The client has requested us to make all future invoices out in the name of the trust. A copy of the "Letters of Authority" with No IT1323/2005/PMB, attached hereto as "AVA3", was attached to the aforementioned letter by the client.

6.

I located the tax invoices we issued for sales to "Shabalala Othandweni" for the period 15 September 2006 to 10 August 2007 iro the payment we received on 21 February 2007 in the amount of R80,000. Copies of the said tax invoices are attached hereto as "AVA4/1-18", which are summarised in the table hereunder.

1


920/3

	Date	Tax Invoice Number	Amount (Including VAT) ( R )	Reference #
1	15/09/2006	242545	9,361.20	AVA4/2
2	26/09/2006	244740	6,595.79	AVA4/3
3	26/09/2006	244860	4,165.20	AVA4/4
4	03/10/2006	246586	7,018.63	AVA4/5
5	26/10/2006	252053	6,661.86	AVA4/6
6	27/10/2006	253587	9,702.72	AVA4/7
7	27/10/2006	253722	1,761.09	AVA4/8
8	27/10/2006	253770	1,580.28	AVA4/9
9	27/10/2006	253865	4,599.68	AVA4/10
10	22/11/2006	261940	2,124.47	AVA4/11
11	29/01/2007	290013	3,713.72	AVA4/12
12	28/03/2007	305341	1,196.08	AVA4/13
13	16/05/2007	313087	5,390.77	AVA4/14
14	16/05/2007	313088	2,288.85	AVA4/15
15	24/05/2007	316115	2,288.85	AVA4/16
16	28/06/2007	320570	1,316.67	AVA4/17
17	10/08/2007	325682	10,388.76	AVA4/18
Total ( R )			80,154.62	

I know and understand the contents of this statement.

I have no objection to taking the prescribed oath.

I consider the oath to be binding on my conscience.

  
Signed by Alistair van der Avoort

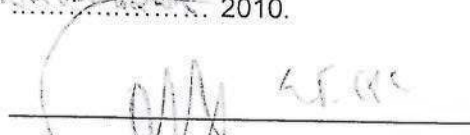
Date: 6/12/10

Time: 0942

Place: Worcester

920/4



I certify that the deponent has acknowledged that he knows and understand the contents of this declaration, which was sworn to before me, and the deponent's signature was placed thereon in my presence at ..... on the ..... day of ..... 2010.

  
Signature of Commissioner of Oaths

Full Names:

Business Address:

Appointment:

  
  
K.T. SAC.

FOR OFFICE USE ONLY

Account Number:

Product Code:

Credit Limit:

Credit Terms:

Postcode:

FARMERS AGRI-CARE (PTY) LTD. RR4-T9W-1818



9/20/5  
AU A111

Sharing the benefits of knowledge

(REG. No: 1992/001765/07)

1 The Terrace, Westway Office Park, Westville, 3630

P O Box 611, Westville, 3630

Tel: (031) 265-5000 • Fax: (031) 265-5008

E-mail: [agricare@agricare.co.za](mailto:agricare@agricare.co.za)

## CREDIT APPLICATION FORM

### CUSTOMER DETAILS

CUSTOMER'S FULL NAME: OTHANDWENI SHABALALA (hereinafter referred to as "the Customer")  
COMPANY CLOSE CORPORATION PARTNERSHIP SOLE PROPRIETOR: BLUE SERENITY INVESTMENTS  
CUSTOMER'S TRADING NAME: OTHANDWENI SHAB FARMING  
VAT NUMBER: 4250211499 (a copy of the VAT certificate must accompany this form)  
CUSTOMER'S ID-NUMBER/COMPANY NO/CC REGISTRATION NUMBER: \_\_\_\_\_  
CUSTOMER'S POSTAL ADDRESS: P.O. Box 1558 Pietermaritzburg  
CUSTOMER'S DOMICILIUM: P.M.B.  
CUSTOMER'S TELEPHONE NUMBER: 082 376 3008  
CUSTOMER'S TELEFAX NUMBER: 033-391 5307 + Home No.  
CUSTOMER'S E-MAIL ADDRESS: \_\_\_\_\_  
CUSTOMER'S BANKER: A BISA BLUE SERENITY INVESTMENTS  
BRANCH CODE: 331926  
C NO: 4059411529

### EDIT REFERENCES:

COMPANY NAME & ADDRESS CONTACT PERSON: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
MARKS: \_\_\_\_\_  
EDIT FACILITY REQUIRED: LIMIT: \_\_\_\_\_

I hereby authorise Farmers Agri-Care (Pty) ("the company") to contact any person or business mentioned above to gain information which may assist them and declare that the information supplied is correct.

I hereby accept that the conditions of sale set out in this credit application shall apply in respect of all sales by the company to the Customer.

SIGNED THE CUSTOMER: [Signature] DATE: 09-09-2004

SIGNED BY FARMERS AGRI-CARE (PTY) LTD: [Signature] DATE: 09-09-2004

### STANDARD CONDITIONS OF SALE

#### GENERAL

These terms and conditions shall apply in respect of all sales of goods ("the goods") by Farmers Agri-Care (Pty) Ltd ("FAC") to the person, firm, partnership, company, close corporation or association to whom FAC sells any goods ("the customer") and shall constitute the entire agreement between the parties and save as set out herein, no warranties, representations or undertakings have been made by, or are binding upon, FAC. No variation or consensual cancellation of these terms shall be effective unless reduced to writing and signed by FAC and the customer.

If any order or other document relating to any contract between FAC and the customer contains any condition which conflicts with any of these conditions, then unless specifically recorded to the contrary, these conditions shall prevail.

The customer shall not be entitled to cede or assign any of its rights and obligations hereunder without the prior written consent of FAC.

FAC reserves the right to accept or refuse any order from the customer, in whole or in part, and to withdraw from any order and/or contract at any time prior to delivery of the goods ordered.

Any samples supplied to the customer are supplied solely for information and in no way import any express or implied conditions or warranties as to the quality, description or fitness for purpose of the goods and the customer shall be deemed to have satisfied itself as to such matters prior to entering the goods.

FAC shall be entitled to withhold delivery and/or to cancel any sale if the customer is in arrears with any payment due to FAC, irrespective of the cause of such arrears.

FAC's delivery note signed by an employee or agent of the customer shall be adequate proof of delivery and shall be deemed to be accurate in all respects, including on the customer, unless the customer is able to prove fraud or dishonesty on the part of FAC.

## OWNERSHIP AND RISK

The ownership of the goods shall remain vested in FAC, notwithstanding delivery, until the purchase price thereof is paid in full. If the customer fails to pay the purchase price of any goods on due date, FAC may, without prejudice to any other rights and without notice, cancel this sale and recover possession of the goods. Save as set out above, the risk of loss or damage to the goods shall pass on delivery.

## EXCLUSIONS AND LIMITATIONS

- 1 FAC does not warrant or represent that the goods are fit for any particular purpose (whether or not FAC is aware of the purpose for which the goods are intended), the customer being solely responsible to satisfy itself as to the fitness of the goods. No statement, recommendation, advice or assistance given by FAC, its employees or agents, to the customer, be it express, tacit or implied, shall be binding on FAC nor shall FAC incur any liability in the event of any such statement, recommendation, advice or assistance proving to be incorrect or inappropriate. No official and/or representative of FAC, its employees or its agents, are authorised to amend this stipulation in any manner whatsoever with regard to the efficiency, standard, description or usefulness of any goods that form the subject matter of this sale. Guarantees given by third party manufacturers and/or distributors whose products are sold through FAC are not affected by this stipulation but are not binding on FAC.
- 2 The customer hereby indemnifies and holds FAC, its employees and agents, harmless from all claims which may be made against FAC, and against all loss, demands, liability or expenses of whatsoever nature which FAC may at any time suffer, sustain or incur by reason of the sale of any goods by FAC to the customer.
- 3 FAC, its employees or agents shall under no circumstances incur any liability to the customer or any other person for any indirect or consequential damages arising out of any alleged breach of contract by, or negligence on the part of FAC, its employees or agents, nor for any alleged damage sustained as a result of the use of the goods. FAC's liability under no circumstances shall exceed the value of the goods sold by FAC to the customer.
- 4 The customer shall have no claim against FAC for any alleged defect (patent or latent) in the goods or for any short delivery, unless the customer shall have given notice in writing of its complaint to FAC within 10 (ten) days after the date of delivery of the goods.
- 5 The customer shall not have any claim against FAC for any failure to deliver the goods hereby sold as a result of *vis majeure* including, but without being limited to, any strike, lock-out, act of war, civil disturbance, shortage or non-availability of raw materials, machinery breakdown, governmental interference or any other circumstances outside FAC's control.
- 6.6 Goods sold may not be returned for credit unless FAC agrees in writing. FAC reserves the right, when calculating the amount of any credit to be given to the customer to apply a deduction for reasonable handling charges, alternatively at its discretion, to replace the returned goods with goods of a similar nature, value, standard or description.
- 6.7 The customer hereby -
- 6.7.1 warrants to FAC that it will not use, nor sell the goods to others for use, other than solely for the purpose prescribed in the manufacturer's instructions accompanying the goods and/or recorded on the packaging of the goods, and for no other purpose;
- 6.7.2 warrants to FAC that it has the necessary knowledge and expertise in the use of the goods to enable it to use the goods, and/or to sell the goods to others and to instruct such other users in the use thereof;
- 6.7.3 indemnifies FAC, its employees and agents, against any claim (including any costs incurred by FAC as a result of such claim) which may be made against FAC by any person; including a person to whom the goods may be sold by the customer and/or arising out of the customer's negligence or a breach by the customer of the warranties in 6.7.1 or 6.7.2, and the customer undertakes to pay the amount of such claim upon demand, notwithstanding that FAC may not yet have paid the same.
- 7 JURISDICTION AND COSTS
- 7.1 The customer hereby consents to the jurisdiction of the magistrate's court in respect of any matter or claim arising from this sale, notwithstanding that the value of such claim may otherwise be beyond the jurisdiction of that court; provided that this provision shall not preclude FAC from instituting any such action in the Supreme Court or any other court of competent jurisdiction. All contracts shall be governed by South African Law.
- 7.2 In the event of FAC instructing its attorneys to recover money or goods from the customer, the customer shall be liable for and pay all legal costs incurred by FAC on the attorney and own client scale including any collection contribution.

ED by or on behalf of the Customer BBL-ET-GG on the day of 09.09 2002

G2017

AV A1/3

## OF SURETYSHIP

(the undersigned: .....

(Insert address)

(Insert full names)

(Insert address)

hereafter referred to individually and/or jointly as "the surety") hereby bind myself/ourselves in favour of Farmers Agri-Care (Pty) Ltd ("the company") and its successors in title, as  
 /sureties for and co-principal debtors in solidum with

the Customer named in paragraph 1 of the Credit Application form of which this suretyship forms part, ("the Customer")

on demand of all amounts (including any costs on the attorney and the client scale) for which the Customer may now or in the future be indebted to the company, from  
 use arising, including but not restricted to, the sale of products or the rendering of services by the company to the Customer, upon the following terms and conditions.  
 All admissions or acknowledgements of debt by the Customer or its liquidators, trustees, judicial managers, curators executors, successors in title or legal representatives shall  
 be binding on the surety.  
 If this suretyship -  
 is not signed by any one of the persons whose names appear as the sureties hereinabove; or  
 is held to be or becomes not binding in whole or in part or not enforceable against any one or more of the sureties; it shall remain binding upon the other surety/sureties, without  
 reduction of liability.  
 It shall be in the discretion of the company to determine the extent, nature and duration of the facilities to be allowed to the Customer.  
 The company shall be entitled without prejudice to its rights hereunder to release any securities given to it or to give time to or compound or make any arrangements with or  
 enter into any compromise with the Customer in regard to the payment of the indebtedness of the Customer to it which the company in its absolute discretion deems fit.  
 The surety undertakes not to prove a claim against the Customer's estate for any amount the surety may be called upon to pay under this suretyship until all amounts (including  
 interest and costs) due by the Customer to the company have been paid in full.  
 Any dividend received by the company in respect of its claim against the Customer shall be appropriated in the first instance to the payment of that part of the Customer's  
 indebtedness to the company (if any) which is not covered by this suretyship.  
 The surety agrees that the company shall be entitled, without prejudicing its rights hereunder to prove a claim against the Customer's estate for the full amount of the indebtedness  
 of the Customer to the company, and to claim from the surety, the full amount of the surety's indebtedness.  
 The company is irrevocably authorised to apply any monies received by it from the surety in terms of this suretyship against the indebtedness to it of the Customer in such  
 manner as the company in its discretion may think fit.  
 The company shall be entitled, at its option, to institute action against the surety on this suretyship either in the Magistrate's Court (notwithstanding that the amount claimed  
 exceeds the jurisdiction of such Court) or in the High Court of South Africa, and the surety hereby consents to the jurisdiction of both these Courts.  
 Should the company cede the whole of its right of action against the Customer to any third party, then the company's rights under this suretyship shall be deemed to have been  
 simultaneously ceded and transferred to the cessionary in question.  
 This suretyship is in addition to any other guarantee, suretyship or security given to the company for the obligations of the Customer. The company, in its sole discretion,  
 may at any time without prejudicing any of its rights, and without notice to the surety, release any other guarantor or surety from any other suretyship, guarantee or indemnity  
 and may release or cancel any other security held by it at any time, or grant extensions of time to, or reach an agreement or make any arrangement with any of such persons.  
 The company is hereby irrevocably authorised to apply any amount received from the Customer or any surety in such manner as the company in its sole discretion may decide.  
 The surety hereby waives and abandons the advantages of legal exceptions of excusatio, divisio, non numerata pecunia, non causa debiti, error calculi, cessio actionis,  
 revisio accounti and no value received, with the full meaning of which the surety confirms he is acquainted.  
 A certificate signed by any director or manager of the company (whose appointment or qualifications need not be proved) shall be prima facie proof of the amount owed to  
 the company by the Customer or the surety for the purposes of obtaining provisional sentence or judgement against the surety.  
 This suretyship may not be cancelled by the surety without the prior written consent of the company, and shall remain of full force and effect, notwithstanding any temporary  
 extinction of the Customer's indebtedness to the company from time to time, until all amounts owing by the Customer shall have been paid in full. If the company consents to  
 the cancellation of this suretyship, the surety shall remain liable for all amounts owing by the Customer at the date of such cancellation.  
 No cancellation, variation, modification or waiver of any part of this suretyship shall be of any force or effect unless the same be confirmed in writing and duly signed by both  
 the surety and the company.  
 No extension or accommodation, which the company may grant the surety regarding any of his obligations to the company hereunder shall constitute -  
 a novation of any of the rights of the company against the surety; or  
 prejudice to any of the rights of the company against the surety; or  
 be interpreted as basis for estoppel, or tacit novation of any of the surety's obligations to the company.  
 The surety selects as his domicilium citandi et executandi the address in the first paragraph of this suretyship.  
 The surety shall be liable for all costs (on the attorney/client scale, including collection commission) incurred by the company in exercising its rights against the surety in terms  
 of this suretyship.  
 Unless inconsistent with the context, words relating to any gender shall include the other genders, words relating to the singular shall include the plural and vice versa, and  
 words relating to natural persons shall include association of persons having corporate status by statute or common law.  
 The surety acknowledges that this suretyship was complete in all essential respects at the time of signature hereof by the surety, including in particular, the names of the surety,  
 the company and the Customer named in paragraph 1 of the Credit Application form of which this suretyship forms part.

SIGNED BY THE SURETY/SURETIES ..... AT ..... ON THIS DAY OF ..... 2002

WITNESSES:

1. ....  
 SURETY

2. ....  
 SURETY

SFlawn

083 2313962

SHAC09.

Mo 1

F20/8

A6A2

22 July 2008

To: FARMERS AGRICARE

Attention: Accounts Department

Dear Sir/Madam,

We would like to inform you that Othandweni Farm or DSD Shabalala is now trading as Othandweni Family Trust. (Please see attached document)

We kindly request that all invoices now be made out to the name of the trust and also please quote the trusts vat number, 4810224818, on all invoices.

Please could you change your current records with immediate effect.

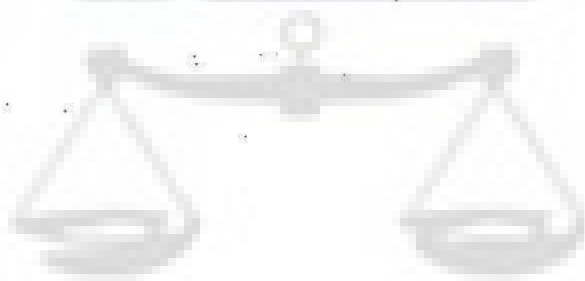
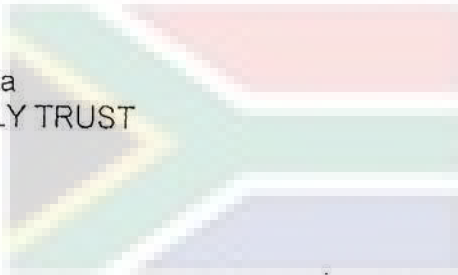
Your assistance is most appreciated.

Thank you.

Yours sincerely,

Mrs Beatrice Shabalala

OTHANDWENI FAMILY TRUST



COMMISSION OF ENQUIRY  
INTO STATE CAPTURE

920/19 R04-TSW-1822

DEPARTEMENT VAN JUSTISIE  
EN KONSTITUSIONELE  
ONTWIKKELING



DEPARTMENT OF JUSTICE AND  
CONSTITUTIONAL DEVELOPMENT

J246

AUA3

## LETTERS OF AUTHORITY MAGTIGINGSBRIEF

In terms of Section 6(1) of the Trust Property Control Act, 1988 (Act 57 of 1988)  
Ingevolge Artikel 6(1) van die Wet op Beheer oor Trustgoed, 1988 (Wet 57 van 1988)

NO: IT 1323/2005/PMB

This is to certify that  
Hiermee word gesertifiseer dat

BEATRICE OTRINA NTOMBENHLE SHABALALA  
DUMISANI SIPHO DERRICK SHABALALA  
THABO SAMUEL MHLONGO

690119 0332 083  
651019 5396 086  
620509 5714 084

is/are hereby authorized to act as trustee(s) of the  
gemagtig word om as trustee(s) van die

OTHANDWENI FAMILY

TRUST op te tree.  
TRUST

GIVEN under my hand at Pietermaritzburg  
GEGEE onder my hand te Pietermaritzburg

ASST. MASTER OF THE HIGH COURT  
ASST. MEESTER VAN DIE HOOGEREGSHOF  
(NATAL PROVINCIAL DIVISION)  
(NATALSE PROVINSIALE AFDELING)  
REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID-AFRIKA

CERTIFIED A TRUE COPY

COMMISSIONER OF OATHS	
SIGNED: <i>AR Lee</i>	DATE: 5/2/08
DAVID IAN REES OFFICE MANAGER HARVARD HOUSE GROUP P.O. BOX 235, HOWICK 3290 REF: 9/1/8/2 HOWICK APPOINTED: 19/11/2007	

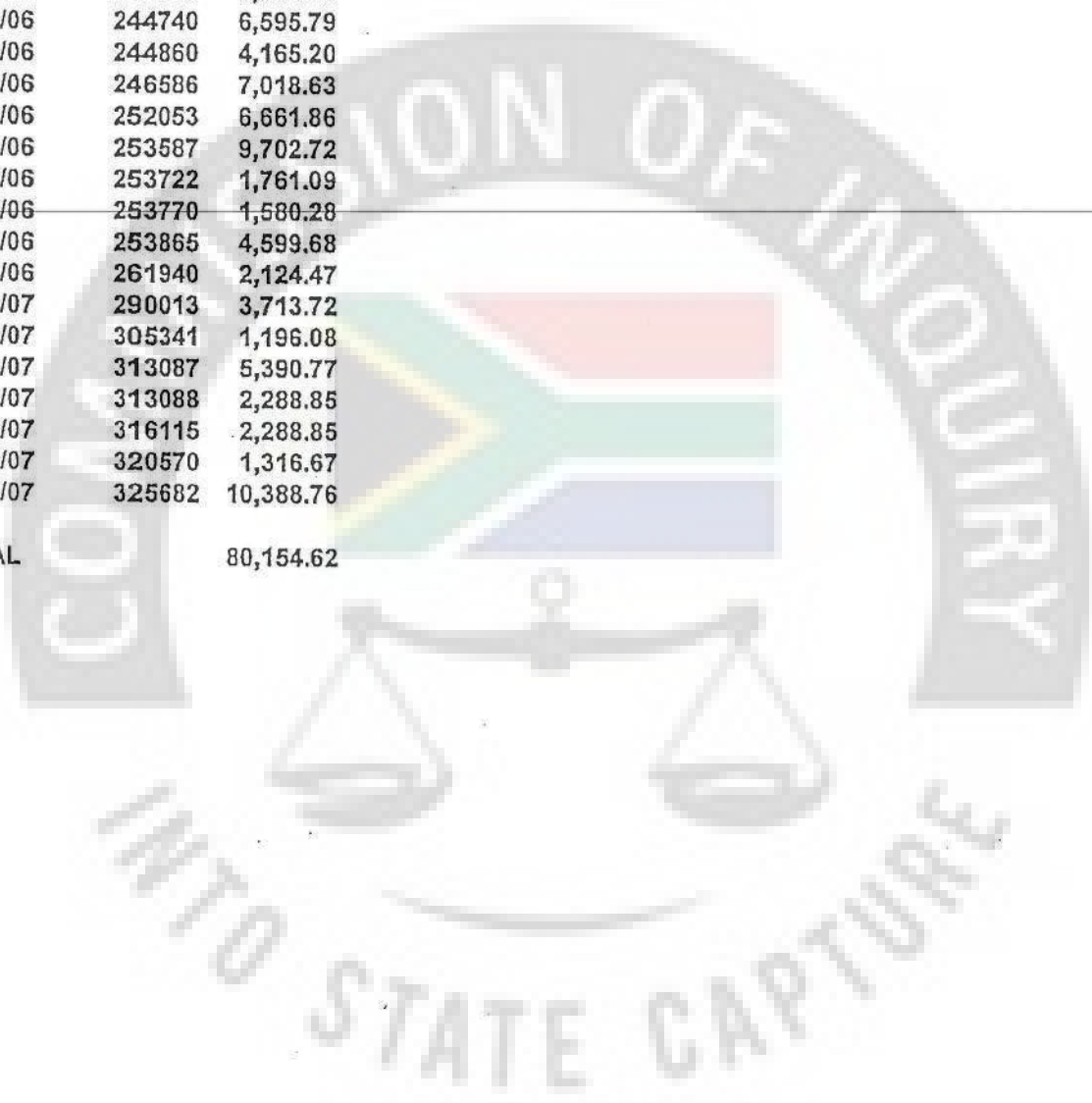
92/18 RR4784-1823

AvA 4/1

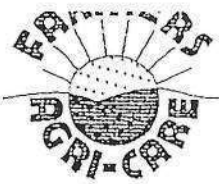
FARMERS AGRI-CARE (PTY) LTD  
P O BOX 611  
WESTVILLE  
3630

INVOICED SALES TO SHABALALA OTHANDWENI -SHA009  
PERIOD 15/09/2006 TO 10/08/2007

DATE	INVOICE	AMOUNT
15/09/06	242545	9,361.20
29/09/06	244740	6,595.79
26/09/06	244860	4,165.20
03/10/06	246586	7,018.63
26/10/06	252053	6,661.86
27/10/06	253587	9,702.72
27/10/06	253722	1,761.09
27/10/06	253770	1,580.28
27/10/06	253865	4,599.68
22/11/06	261940	2,124.47
29/01/07	290013	3,713.72
28/03/07	305341	1,196.08
16/05/07	313087	5,390.77
16/05/07	313088	2,288.85
24/05/07	316115	2,288.85
28/06/07	320570	1,316.67
10/08/07	325682	10,388.76
TOTAL		80,154.62



7



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1824

ONE THE BOULEVARD  
1st Floor, Block B  
Westway Office Park  
Westville, Durban  
P.O. Box 611, Westville  
3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail : [agricare@agricare.co.za](mailto:agricare@agricare.co.za)

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 242545

Acc No : SHA009

Date: 15/09/06

Delivery Note 105316

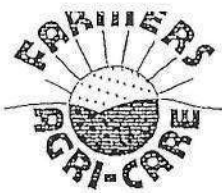
Vat No	Rep	Depot	Customer Order Number
4790192100	M02	30	

Code	Description	Pack Size	Wh	Qty	Unit price	Amount	Item Disc	Net amount
011005	MERLIN (0.5kg)	0.50000 kg	30	12.00	780.10	9361.20	0.00	9361.20

Net Total	9,361.20
Discount Total	0.00
Total tax	0.00
Total	9361.20

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1825

ONE THE B...  
1st Floor, Block B  
Westway Office Park  
Westville, Durban  
P.O Box 611, Westville  
3630  
Tel: 031-265 5000  
Fax: 031-255 5008  
E-Mail :agricare@agricare.co.za

920/12  
AUA4/13

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 244740

Acc No : SHA009  
Date: 26/09/06

Delivery Note 105255

Vat No	Rep	Depot	Customer Order Number
4790192100	M02	30	

Code	Description	Pack Size	Wh	Qty	Unit price	Amount	Item Disc	Net amount
011805	HEXAZINONE 750 WSG (Vol) (2kg)	2.00000 kg	30	16.00	366.90	5870.40	0.00	5870.40
011665	ACETOCHLOR 900 (Volc) (20)	20.00000 Lt	30	1.00	725.39	725.39	0.00	725.39

Net Total	6,595.79
Discount Total	0.00
Total tax	0.00
Total	6595.79

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1826

920/13

ONE THE BOULEVARD  
1st Floor, Block B  
Westway Office Park  
Westville, Durban  
P.O Box 611, Westville  
3630

AvA4/4

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail :agricare@agricare.co.za

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 244860

Acc No : SHA009

Date: 26/09/06

Delivery Note 106553

Vat No	Rep	Depot	Customer Order Number
4790192100	M02	30	

Code	Description	Pack Size	Wh	Qty	Unit price	Amount	Item Disc	Net amount
011842	VOL MCPA (5X2KG) 10KG	0.00000 KG	30	2.00	360.75	721.50	0.00	721.50
011806	VOL HEXAZINONE 750 WSG(10X1KG)	0.00000 KG	30	2.00	1721.85	3443.70	0.00	3443.70

Net Total	4,165.20
Discount Total	0.00
Total tax	0.00
Total	4165.20

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1827

920/14

ONE THE BOULEVARD

1st Floor, Block B

Westway Office Park

Westville, Durban

P.O Box 611, Westvil

3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail :agricare@agricare.co.za

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 246586

Acc No : SHA009

Date: 03/10/06

Delivery Note 106511

Vat No
4790192100

Rep
M02

Depot
30

Customer Order Number

Code	Description	Pack-Size	Wh	Qty	Unit-price	Amount	Item-Disc	Net-amount
011705	AMETRYN 500 (Volcano) (20Lt)	20.00000 Lt	30	4.00	463.27	1853.08	0.00	1853.08
011806	VOL HEXAZINONE 750 WSG(10X1KG)	0.00000 KG	30	3.00	1721.85	5165.55	0.00	5165.55

Net Total	7,018.63
Discount Total	0.00
Total tax	0.00
Total	7018.63

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1828

ONE THE BOULEVARD

1st Floor, Block B

Westway Office Park

Westville, Durban

P.O Box 611, Westville

3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail :agricare@agricare.co.za

920/15

AUG 4/6

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 252053

Acc No : SHA009

Date: 26/10/06

Delivery Note 108812

Vat No
4790192100

Rep
M02

Depot
30

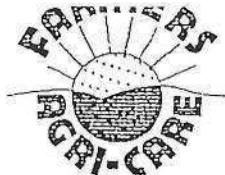
Customer Order Number

Code	Description	Pack-Size	Wh	Qty	Unit-price	Amount	Item Disc	Net-amount
011665	ACETOCHLOR 900 (Volc) (20)	20.00000 Lt	30	2.00	772.41	1544.82	0.00	1544.82
011635	VELPAR K3.0 (3kg)	3.00000 kg	30	18.00	284.28	5117.04	0.00	5117.04

Net Total	6,661.86
Discount Total	0.00
Total tax	0.00
Total	6661.86

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1829

ONE THE BOULEVARD  
1st Floor, Block B  
Westway Office Park  
Westville, Durban  
P.O Box 611, Westville  
3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail :agricare@agricare.co.za

920/16

AUA41

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 253587

Acc No : SHA009

Date: 27/10/06

Delivery Note 108971

Vat No
4790192100

Rep
M02

Depot
30

Customer Order Number

Code	Description	Pack Size	Wh	Qty	Unit price	Amount	Item Disc	Net amount
011635	VELPAR K3.0 (3kg)	3.00000 kg	30	24.00	284.28	6822.72	0.00	6822.72
011665	ACETOCHLOR 900 (Volc) (20)	20.00000 Lt	30	1.00	772.41	772.41	0.00	772.41
050475	TRONIC (25Lt)	25.00000 Lt	30	1.00	721.38	721.38	0.00	721.38
011855	MCPA (Volcano) (20Lt)	20.00000 Lt	30	3.00	462.07	1386.21	0.00	1386.21

Net Total	9,702.72
Discount Total	0.00
Total tax	0.00
Total	9702.72

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1830

ONE THE BOULEVARD

1st Floor, Block B

Westway Office Park

Westville, Durban

P.O Box 611, Westville

3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail :agricare@agricare.co.za

520/17

AvA4/8

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 253722

Acc No : SHA009

Date: 27/10/06

Delivery Note 108892

Vat No	Rep	Depot	Customer Order Number
4790192100	M02	30	

Code	Description	Pack Size	Wh	Qty	Unit price	Amount	Item Disc	Net amount
011665	ACETOCHLOR 900 (Volc) (20)	20.00000 Lt	30	2.00	772.41	1544.82	0.00	1544.82

Net Total	1,544.82
Discount Total	0.00
Total tax	216.27
Total	1761.09

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1831

ONE THE BOULEVARD

1st Floor, Block B

Westway Office Park

Westville, Durban

P.O Box 611, Westvil  
3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail :agricare@agricare.co.za

520/18

AuA4/9

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 253770

Acc No : SHA009

Date: 27/10/06

Delivery Note 108788

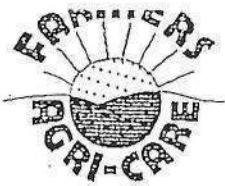
Vat No	Rep	Depot	Customer Order Number
4790192100	M02	30	

Code	Description	Pack Size	Wh	Qty	Unit price	Amount	Item Disc	Net amount
011855	MCPA (Volcano) (20Lt)	20.00000 Lt	30	3.00	462.07	1386.21	0.00	1386.21

Net Total	1,386.21
Discount Total	0.00
Total tax	194.07
Total	1580.28

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1832

ONE THE BOULEVARD

1st Floor, Block B

Westway Office Park

Westville, Durban

P.O Box 611, Westville

3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail: [agricare@agricare.co.za](mailto:agricare@agricare.co.za)

G20/19

Av 14/1

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 253865

Acc No: SHA009

Date: 27/10/06

Delivery Note 106032

Vat No	Rep	Depot	Customer Order Number
4790192100	M02	30	

Code	Description	Pack-Size	Wh	Qty	Unit-price	Amount	Item Disc	Net amount
011635	VELPAR K3.0 (3kg)	3.00000 kg	30	12.00	284.28	3411.35	0.00	3411.36
011855	MCPA (Volcano) (20Lt)	20.00000 Lt	30	1.00	462.07	462.07	0.00	462.07
050475	TRONIC (25Lt)	25.00000 Lt	30	1.00	726.25	726.25	0.00	726.25

Net Total	4,599.68
Discount Total	0.00
Total tax	0.00
Total	4599.68

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1833

ONE THE BOULEVARD  
1st Floor, Block B  
Westway Office Park  
Westville, Durban  
P.O Box 611, Westville  
3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail :agricare@agricare.co.za

920/20

20/11

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 261940

Acc No : SHA009

Date: 22/11/06

Delivery Note 110101

Vat No
4790192100

Rep
M02

Depot
30

Customer Order Number

Code	Description	Pack-Size	Wh	Qty	Unit price	Amount	Item Disc	Net amount
011635	VELPAR K3.0 (3kg)	3.00000 kg	30	6.00	290.78	1744.68	0.00	1744.68
011842	VOL MCPA (5X2KG) 10KG	0.00000 KG	30	1.00	379.79	379.79	0.00	379.79

Net Total	2,124.47
Discount Total	0.00
Total tax	0.00
Total	2124.47

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1834

ONE THE BOULEVARD

1st Floor, Block B

Westway Office Park

Westville, Durban

P.O Box 611, Westville

3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail :agricare@agricare.co.za

920/21

A/R4/12

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 290013

Acc No : SHA009

Date: 29/01/07

Delivery Note 116507

Vat No
4790192100

Rep
M01

Depot
30

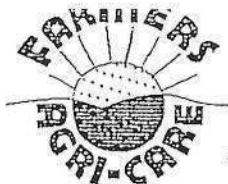
Customer Order Number
SHAWN

Code	Description	Pack Size	Wh	Qty	Unit price	Amount	Item Disc	Net amount
010528	FUSILADE FORTE AERIAL (1Li)	0.00000 Lt	30	9.20	149.51	1375.49	0.00	1375.49
060185	ETHEPON (Volcano) (20Lt)	20.00000 Lt	30	3.00	708.55	2125.65	0.00	2125.65
060115	ETHREL AERIAL (1Li)	1.00000 Lt	30	6.00	35.43	212.58	0.00	212.58

Net Total	3,713.72
Discount Total	0.00
Total tax	0.00
Total	3713.72

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1835

ONE THE BOULEVARD

1st Floor, Block B

Westway Office Park

Westville, Durban

P.O Box 611, Westville  
3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail :agricare@agricare.co.za

920/22 AUA 4/13

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 305341

Acc No : SHA009

Date: 28/03/07

Delivery Note 123704

Vat No	Rep	Depot	Customer Order Number
4790192100	M01	30	SHANNON

Code	Description	Pack Size	Wh	Qty	Unit price	Amount	Item Disc	Net amount
010528	FUSILADE FORTE AERIAL (1Lt)	0.00000 Lt	30	8.00	149.51	1196.08	0.00	1196.08

Net Total	1,196.08
Discount Total	0.00
Total tax	0.00
Total	1196.08

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1836

ONE THE BOULEVARD

1st Floor, Block B

Westway Office Park

Westville, Durban

P.O Box 611, Westville  
3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail: [agricare@agricare.co.za](mailto:agricare@agricare.co.za)

920/23

AvA 4/14

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 313087

Acc No: SHA009

Date: 16/05/07

Delivery Note 126300

Vat No
4790192100

Rep
M01

Depot
30

Customer Order Number
26

Code	Description	Pack-Size	Wh	Qty	Unit price	Amount	Item Disc	Net amount
011806	VOL HEXAZINONE 750 WSG(10X1KG)	0.00000 KG	30	1.00	1899.61	1899.61	0.00	1899.61
011705	AMETRYN 500 (Volcano) (20Lt)	20.00000 Lt	30	2.00	481.56	963.12	0.00	963.12
011666	ACETOCHLOR 900 (Volc) (25Lt)	25.00000 Lt	30	2.00	825.13	1650.26	0.00	1650.26
011855	MCPA (Volcano) (20Lt)	20.00000 Lt	30	2.00	438.89	877.78	0.00	877.78

Net Total	5,390.77
Discount Total	0.00
Total tax	0.00
Total	5390.77

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1837

920/24

ONE THE BOULEVARD

1st Floor, Block B  
Westway Office Park,  
Westville, Durban  
P.O Box 611, Westvill  
3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail :agricare@agricare.co.za

19/04/15

24

SHABALALA OTHANDWENI  
P.O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 313088

Acc No : SHA009

Date: 16/05/07

Delivery Note 126157

Vat No	Rep	Depot	Customer Order Number
4790192100	M01	30	

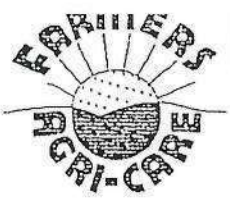
Code	Description	Pack Size	Wh	Qty	Unit price	Amount	Item Disc	Net amount
060185	ETHEPON (Volcano) (20Lt)	20.00000 Lt	30	3.00	762.95	2288.85	0.00	2288.85

Net Total	2,288.85
Discount Total	0.00
Total tax	0.00
Total	2288.85

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826

2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. \*992/001765/07

VAT Reg. No.4220132445

RR4-TSW-1838

ONE THE BOULEVARD

1st Floor, Block B

Westway Office Park

Westville, Durban

P.O Box 611, Westville

3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail :agricare@agricare.co.za

920/28 AUG 16

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 316115

Acc No : SHA009

Date: 24/05/07

Delivery Note 127208

Vat No	Rep	Depot	Customer Order Number
4790192100	M01	30	

Code	Description	Pack Size	Wh	Qty	Unit price	Amount	Item Disc	Net amount
060185	ETHEPON (Volcano) (20Lt)	20.00000 Lt	30	3.00	762.95	2288.85	0.00	2288.85

Net Total	2,288.85
Discount Total	0.00
Total tax	0.00
Total	2288.85

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1839

G20/26

ONE THE BOULEVARD

1st Floor, Block B

Westway Office Park

Westville, Durban

P.O Box 611, Westville

3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail :agricare@agricare.co.za

Aug 4/11

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI  
RECH C/N 814937  
GOODS TAKEN ON  
LOAN  
FROM UCL REFER  
RODNEY

3200

Tax Invoice: 320570

Acc No : SHA009

Date: 28/06/07

Delivery Note 125681

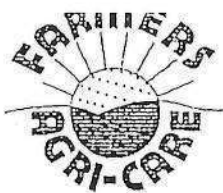
Vat No	Rep	Depot	Customer Order Number
4790192100	M08	30	

Code	Description	Pack-Size	Wh	Qty	Unit-price	Amount	Item Disc	Net amount
011855	MCPA (Volcano) (20Lt)	20.00000 Lt	30	3.00	438.89	1316.67	0.00	1316.67

Net Total	1,316.67
Discount Total	0.00
Total tax	0.00
Total	1316.67

Banking Details: 1. Ned Bank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST



# FARMERS AGRI-CARE (PTY) LTD

Reg. No. 1992/001765/07

VAT Reg. No. 4220132445

RR4-TSW-1840

ONE THE BOULEVARD

1st Floor, Block B

Westway Office Park

Westville, Durban

P.O Box 611, Westville

3630

Tel: 031-265 5000

Fax: 031-255 5008

E-Mail :agricare@agricare.co.za

920/27

AvA 4/18

SHABALALA OTHANDWENI  
P O BOX 1558  
PIETERMARITZBURG

SHABALALA  
OTHANDWENI

3200

Tax Invoice: 325682

Acc No : SHA009

Date: 10/08/07

Delivery Note 127722

Vat No	Rep	Depot	Customer Order Number
4790192100	M01	30	42

Code	Description	Pack Size	Wh	Qty	Unit price	Amount	Item Disc	Net amount
011005	MERLIN (0.5kg)	0.50000 kg	30	12.00	865.73	10388.76	0.00	10388.76

Net Total	10,388.76
Discount Total	0.00
Total tax	0.00
Total	10388.76

Banking Details: 1. NedBank Business KZN A/C No: 1648111556 Branch Code: 164826  
2. FNB Pavillion A/C No: 62018188898 Branch Code: 224326

THIS INVOICE IS SUBJECT TO OUR STANDARD CONDITIONS OF SALE, WHICH IS AVAILABLE ON REQUEST

4

# ngubane wills inc.

attorneys

e mail : info@nwinc.co.za

4 Stranack Street, PO Box 1324, Pietermaritzburg, 3200

Telephone : (27) 33 342 8543. Facsimile : 086 6794895

2 February 2010

Advocate W O'Brien  
Deputy Director of Public Prosecutions  
Specialised Commercial Crime Unit  
John Ross Building

NATIONAL PROSECUTING AUTHORITY OF SOUTH AFRICA PRIVATE BAG X64355	
2010-02-02	
DURBAN 4000	
SPECIALISED COMMERCIAL CRIME UNIT: DURBAN	

Per fax no:- 031332 8582

Ref:- 10/1/2/2(SCCU 45/09)

## INVESTIGATION RE DURBAN CENTRAL CAS 1538/01/09

We refer to our previous correspondence regarding the above and advise that we have consulted with a senior member of our client the ANC, MEC Michael Mabuyakhulu who at the material time was the Provincial Treasurer of the ANC in KwaZulu-Natal. We are instructed to convey to you the following:-

1. That in his capacity as the Provincial Treasurer at the time, Mabuyakhulu authorised the receipt of the R1 million donation from ANC member Mr Sipho Shabalala.
2. That he wishes to place on record that such a donation was received in cash and was verified to be R1 million.
3. That he (Mabuyakhulu) further authorized the funds to be utilized for various purposes related to the KwaZulu-Natal ANC Provincial Conference that was held between 20<sup>th</sup> – 22<sup>nd</sup> June 2008.
4. That the R1million donation given by Mr Sipho Shabalala was used as part of a package of donations received in the run up to the ANC KZN Provincial Conference to defray some of the costs of the Provincial Conference.
5. Our client wishes to place on record that the decision of the then Provincial Treasurer to receive the donation is *bona fides*, and as such the donation was received as a legitimate contribution to fund the affairs of the ANC in KwaZulu-Natal.

Company Registration No.: 2000/029658/21  
Directors: John Wills and Sibusisiwe Ngubane

4/1/2

6. Our client further contends that the donation submitted by Mr Sipho Shabalala was in response to a call made to ANC members, supporters, sympathizers and friends of the ANC to contribute resources in order to fund the ANC's activities.
7. Although our client wishes to be helpful in this matter, however we are instructed to place on record Mr Mabuyakhulu's resolute stance and that of the ANC as well, that under no circumstances does the organization wish to compromise its donors and / or its operations by disclosing information concerning same, save to say that the particular donation was included in the report to the conference in the Treasurer's report. Specifically it was included in the globular amount of R 7 227 707 listed as donation in the income statement.

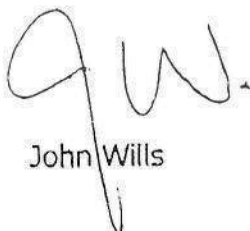
As we are currently instructed there appears to us to be no conflict of interest. The fact that we represent a large organization comprising many individuals some of whom, may or may not be suspects does not necessarily present conflict. The opposite seems true in this instance. On the one hand we have an individual member who states that he handed over a donation of R 1 million to the ANC which he received from a donor, and on the other hand we have an organization which through various officials confirms that it received the donation from the individual concerned.

We reiterate our position that we act for the ANC in this matter and specifically the members who were primarily concerned with the issue under investigation. These persons appear to us at this stage to be the then provincial treasurer Mr M Mabuyakhulu, the organizations provincial Finance Manager Mr D Mzila and the member who received the donation Mr S Shabalala.

We deny any inference that we are hindering any investigation rather we are acting on instruction and in so doing we believe we are protecting the legitimate interests of our client. We obviously have no issue with your team interviewing any of our client's members, but request that should you decide to do so, we are able to be present.

The writer is available to meet with you should you so require and suggests a time on either 9, 10 or 11 February 2010 for this purpose. Possibly, judging by the tenor of your correspondence, it may be helpful for us to meet as there seems to be a considerable amount of misunderstanding between us that may well be cleared up in a meeting scenario.

We look forward to your response.

  
John Wills

---

**AFFIDAVIT**

---

I, the undersigned,

**DELANI MZILA**

state under oath:-

1.

I am an adult male employed by the African National Congress as Finance Manager of the KwaZulu Natal Province. I have been employed in this position since 1 September 2006. I hold a B Com Accounting Degree.

2.

In the course of my duties I confirm that a donation of R 1 million was received by the African National Congress from a donor, who I am advised was a certain Dr Savoi.

3.


Mr Sipho Shabalala had advised the organization that such a donation had been made, and, when the money was requested, Mr Shabalala brought the money to our offices in cash.

4.

I am aware that the money was utilized to pay various service providers for items related to the provincial congress held in August 2008.


D.H.

Hr/r



DEPONENT

This signed and sworn to before me at Durban this       day of April 2009, the deponent having acknowledged that he understands the contents of this affidavit, that he has no objection to taking the prescribed oath and that he considers the oath to be binding on his conscience.



2009-04-04

JOHN H. MONTAGNA  
JURAT

04672933

P. H. DATSHWAYO

(INSP)

COMMISSIONER OF OATHS



H/3/1

I the undersigned;

DELANI MZILA

ID NO. 780222 5677 089

Do hereby state under oaths as follows;

1.

The fact contained herein are within my personal knowledge and belief.

2.

I am an adult male employed by the African National Congress (ANC) as Finance Manager of the KwaZulu Natal Province with offices at 190 Stalwart Smelane Street, Durban and my contact details at work are 031 – 3683499 and my cell phone number is 072 0655 684.

3.

As a financial manager my duties and responsibilities involved Financial Management and Bookkeeping.

When we receive donations we follow ANC internal processes.

4.

I previously deposed to an affidavit in this matter in August 2009. The said affidavit is with the investigating officer in this matter, Superintendent Du Plooy. Subsequent to my affidavit a series of questions have been to ANC KZN Attorneys Ngubane Wills Inc on 07 September 2009.

S.P.M

D.H.

H3/2

The questions were forwarded to me on about mid September 2009 seeking elaboration and clarity on various aspects stemming from the affidavit.

It is imperative that before I attend to answer the questions referred to above, I state the circumstances under which the said affidavit was prepared and furnished to me for signature.

### Circumstances

On the 20<sup>th</sup> – 22<sup>nd</sup> June 2008 ANC Provincial conference was held in Pietermaritzburg, KwaZulu Natal. A while after the conference I was approached by former Provincial Treasurer Mr. Micheal Mabuyakhulu. He asked whether I had noticed that certain items of the budget for the conference have not been paid for by the ANC Provincial Treasurer's office and further informed me that these items had been paid for by donations money.

A few weeks later I received a call from Miss S. Ngubane Wills Incorporated advising me that there is a matter under investigation by South African Police Services Commercial crime relating to donations received by the ANC KZN. She further advised that she is acting for ANC KZN in the matter and she asked me to sign an affidavit that she had prepared giving the circumstances of the donation.

S.A.M. D.F.-

H/3/3

In my discussions with former Provincial Treasury Mabuyakhulu, no amount or names were mentioned, save for saying to items were paid for from money received in the form of donation. I have no knowledge of the donation.

8.

I have been under the impression that the lawyer investigated this matter and that she verified all the details provided in the affidavit. I therefore became aware of the amounts and persons involved through the prepared affidavit.

**Answer to questions**

- a) See paragraph of this affidavit.
- b) See circumstances explained above. I have no personal knowledge of answer required. These questions must be directed to the lawyer who prepared the affidavit on my behalf.
- c) I was informed by Mr. Mabuyakhulu, I have no personal knowledge and details of the donation used to pay for the items not paid for by the offices of ANC KZN. This question can be directed to Mr. Mabuyakhulu save for the last paragraph where I explained how the statement was commissioned on 29 August 2009 I received an e-mail attached an affidavit from Miss S. Ngubane and she told me to have it signed and commissioned and I took Broad Street Police Station.
- d) I have no idea. I did not investigate this matter. I have no personal knowledge; my sources are Mr. Mabuyakhulu and the lawyer.

S.P.M

D.H.

H3/4

e) I therefore request to withdraw the initial affidavit which was drafted for me to sign.

  
DEPONENT

I here certify that the deponent has acknowledge that he knows and understand the content of this affidavit which was signed and sworn before me at Durban this 30 day of August 2010, the regulations contained in the Government notice K1258 dated 21<sup>st</sup> of July 1972 as amended by Government notice 16466 dated the 19<sup>th</sup> of August 1977 having been complied with

**SIPHIWE P. MNCWANGO**  
COMMISSIONER OF OATHS  
PRACTISING ATTORNEY OF R.S.A  
SUITE 309, DOONE HOUSE  
379 SMITH STREET, DURBAN

  
Commissioner of Oath

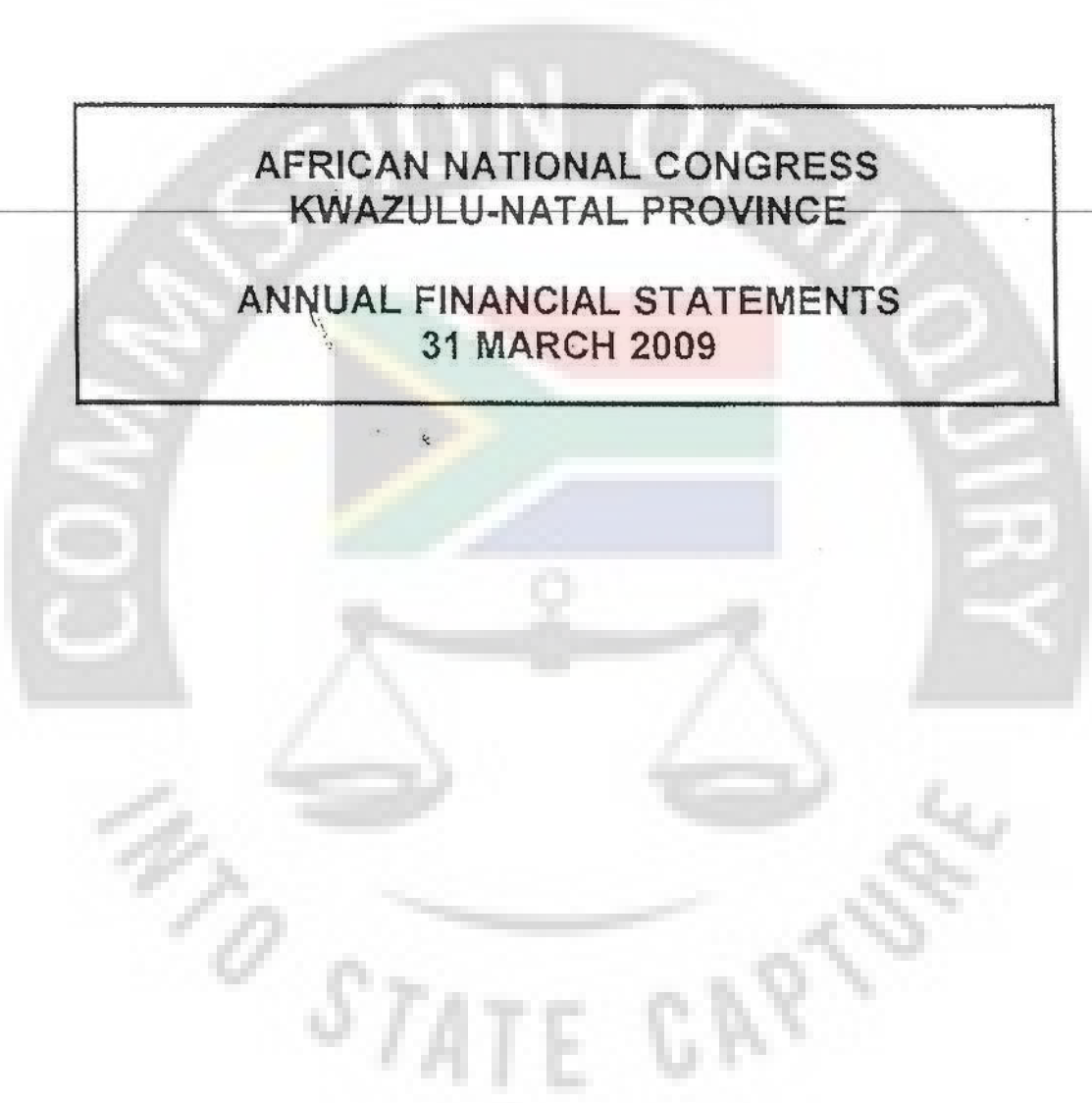
bH



MANASE & ASSOCIATES  
CHARTERED ACCOUNTANTS

**AFRICAN NATIONAL CONGRESS  
KWAZULU-NATAL PROVINCE**

**ANNUAL FINANCIAL STATEMENTS  
31 MARCH 2009**



H/4/2

AFRICAN NATIONAL CONGRESS  
KWAZULU-NATAL PROVINCE

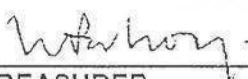
FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 31 MARCH 2009

CONTENTS	PAGE
Approval of the financial statements	1
Report of the independent auditors	2
Balance sheet	3
Income statement	4
Cash flow statement	5
Notes to the financial statements	6 – 7
Supplementary financial information	8 – 10

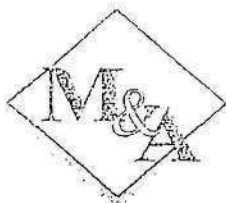
APPROVAL OF THE FINANCIAL STATEMENTS BY THE PROVINCIAL EXECUTIVE  
COMMITTEE OF THE AFRICAN NATIONAL CONGRESS KWAZULU-NATAL PROVINCE

The financial statements set out on pages 3 to 7 were approved on \_\_\_\_\_ 2009  
and are signed on its behalf by:

\_\_\_\_\_  
CHAIRPERSON

  
\_\_\_\_\_  
TREASURER

\_\_\_\_\_  
SECRETARY



# MANASE & ASSOCIATES

CHARTERED ACCOUNTANTS

1 <sup>st</sup> Floor, Block C, Investment Place	Tel : +27-11-447 2428	P.O. Box 1112
2 <sup>nd</sup> Road, Hyde Park	Fax : +27-11-880 8845	Kelvin
Sandton, 2196	Email : manasejnb@manase.co.za	2054

## QUALIFIED REPORT OF THE INDEPENDENT AUDITORS TO THE MEMBERS OF THE PROVINCIAL EXECUTIVE COMMITTEE OF THE AFRICAN NATIONAL CONGRESS KWAZULU-NATAL PROVINCE

We have audited the financial statements of the African National Congress KwaZulu-Natal Province as set out on pages 3 to 7 for the year ended 31 March 2009. These financial statements are the responsibility of the members of the Provincial Executive Committee. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with statements of International Standards on Auditing. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In common with similar organisations, it is not feasible for the organisation to institute accounting controls over cash collections from donations prior to the initial entry of the collections in the accounting records. Accordingly, it was impracticable for us to extend our examination beyond the receipts actually recorded.

Except for the effects of any adjustments which might have been necessary had it been possible for us to extend our examination of cash collections from donations, in our opinion, the financial statements fairly present the financial position of the African National Congress KwaZulu-Natal Province at 31 March 2009 and the results of its operations and cash flows for the year then ended in accordance with South African Statements of Generally Accepted Accounting Practice.

The supplementary schedules set out on pages 8 to 10 do not form part of the annual financial statements and are presented as additional information. We have not audited these schedules and accordingly we not express an opinion on them.

### MANASE & ASSOCIATES

Registered Accountants and Auditors  
Chartered Accountants (S.A.)

Johannesburg

Date: July 2009

Partner: Z. P. Manase

AFRICAN NATIONAL CONGRESS  
KWAZULU-NATAL PROVINCE

NOTES TO THE FINANCIAL STATEMENTS  
FOR THE YEAR ENDED 31 MARCH 2009

**1. ACCOUNTING POLICIES**

The financial statements have been prepared on the historical cost basis and incorporate the following principal accounting policies which are consistent with those adopted in the previous year.

**1.1 Furniture, computer, sound and photographic equipment**

Furniture, computer, sound and photographic equipment are stated at cost and depreciated on the straight line basis at rates considered appropriate to write off assets over their estimated useful lives.

The rates used for this purpose are:

Furniture and fittings	6 years
Computer equipment	3 years
Public address equipment	5 years
Photographic equipment	6 years

**1.2 Income**

Income comprises councillors' levies, regional fees, donations, grants, rent and interest and is accounted for on a cash basis.

AFRICAN NATIONAL CONGRESS  
KWAZULU-NATAL PROVINCE

SUPPLEMENTARY FINANCIAL INFORMATION  
DETAILED INCOME STATEMENT  
FOR THE YEAR ENDED 31 MARCH 2009

	NOTE	2009 R	2008 R
<b>INCOME</b>			
Councillors' levies received			
Regional fees received - National Conferences			
Donations received		7,277,706	334,640



---

**AFFIDAVIT OF MICHAEL MABUYAKHULU**

---

I, the undersigned,

**MICHAEL MABUYAKHULU**

---

do hereby state under oath

1. I am an adult male Member of the Executive Council for the Province of KwaZulu-Natal responsible for Economic Development and Tourism.
2. The facts contained in this affidavit are true and correct and within my own personal knowledge and belief, save where otherwise is indicated.

**INTRODUCTION**

3. I have been asked to comment on issues which took place some five years ago, and in certain instances I do not have a clear recollection of events or have had recourse to documents (where these exist) to refresh my memory.

**BACKGROUND**

4. I have been asked to comments on events which took place during the period between 2005 and 2009. During this period:-
  - 4.1. I was the MEC for Local Government, Housing and Traditional Affairs from 3 November 2004 until 11 May 2009.

M/m

f.s.

- 4.2. I was Provincial Treasurer of the African National Congress ('the ANC') from 1998 until approximately 21 June 2008.
5. During my tenure as Provincial Treasurer I was, *inter alia*, responsible for fund raising for the ANC. During 2005 I made the call to the ANC leadership and members to fundraise on behalf of the ANC. The funds were required for the ANC's day to day administration and for the ANC Provincial Conference which was to take place at Ndumiso Training College during June 2008.
6. I recall that Mr Sipho Shabalala was one of those who undertook to raise funds on behalf of the ANC. Prior to the conference he informed me that he had fundraised and wished to pay funds to the ANC. I do not recall the exact date that he informed me of this but believe it was approximately two months or so before the Provincial Conference. Thereafter I received payment from Mr Shabalala in the amount of R1 million. To the best of my recollection I received the funds from Shabalala on or about 11 June 2008. The funds were received shortly before the Provincial Conference. I was still the ANC Provincial Treasurer at that time.
7. I confirm that it is not the ANC's policy to disclose where private donations are received from, nor is it our policy to disclose how the funds are spent or disbursed. These are private matters and not in the public domain. I can however state that the funds were used by me to defray expenses arising from the then upcoming June 2008 conference. The funds were used by me in my capacity as Provincial Treasurer at that time.

#### COMMENTS ON SPECIFIC DOCUMENTS

8. I have been asked to comment on specific documents. Given that the documents were written several years ago I do not have a clear and precise recollection of events or their precise sequence, but will endeavor to answer the questions to the best of my recollection:-

*[Signature]*

*m/m*

**9. RE: The Letter to me from the MEC for Finance and Economic Development dated 15 July 2005**

9.1. I confirm that I received this letter. I note that it appears that it was received by the Ministry on 27 July 2005. Prior to receipt of this letter I had not been aware of the interaction between Trade and Investment KZN and the Cape Town based company. I have no knowledge of whether anyone else from the Provincial Government had been liaising with the Cape Town Company.

9.2. I do not wish to interpret the letter, which I believe speaks for itself. MEC Mkhize proposed a task team be formed comprising of the respective heads of the departments of Treasury; Economic Development; and Local Government, Housing and Traditional Affairs to investigate the purchase of the water plants to provide better access to water for rural communities, and to finalize a proposal to my colleague and I in this regard.

9.3. I cannot recall whether there were any documents attached to the letter, but note (on my reading thereof at the time of deposing to this affidavit) that at the end of paragraph 1 of the letter Dr. Mkhize states that certain information is attached. I however have no independent recollection of whether documents were attached to the letter in question.

**10. RE: The Memorandum dated 10 October 2005 from the Heads of the Treasury, Local Government and Traditional Affairs and Economic Development to the MECs for Finance and Economic Development, and Local Government, Housing and Traditional Affairs**

10.1. I recall receiving the memorandum in question and confirm signing the memorandum at the place provided for my signature. I do not recall when I

*[Handwritten signature]*

*m/w*

did so. I had limited knowledge of Intaka Investments at that time and had not met anyone from Intaka Investments prior to receiving the memorandum.

10.2. I cannot comment on the issue of the added benefit which might arise from the company concerned establishing a manufacturing plant in KwaZulu-Natal if a contract was concluded with the Provincial Government. I point out that my portfolio concerned itself with local government matters (and hence the provisions of basic services) and that finance and provincial economic development fell under my colleague's portfolio.

10.3. I do not have a copy of the document detailing the in principle Cabinet approval (referred to in paragraph 5 of the letter), and have no specific recollection thereof, although I do not dispute that this occurred.

10.4. I decline to interpret the letter and suggest that any queries concerning the intention of the letter be directed to the drafters thereof. I however point out that there were national targets which had been established for 2009 for the provision of water as a basic service and human right. KwaZulu-Natal was behind in reaching for this target, and as water was a basic necessity we felt it appropriate to take urgent steps to provide access to water.

10.5. As an MEC I am not involved in the procurement of goods and services, and the approval of such processes is not the function of an MEC. These functions and any deviation therefrom lie with heads of departments and the departments. I understand that at that time the waiver of these requirements had to be obtained from the Central Procurement Committee. It is my understanding that the system has subsequently been changed.

10.6. The details of the contract and the specific terms thereof were dealt with by the operational staff members from the respective departments.

m/m

A.

10.7. I did not receive regular reports on the '*economic benefits of the project*'. This was not a matter which fell under my portfolio.

**11. RE: The Letter from Ministry of Local Government, Housing and Traditional Affairs dated 27 November 2006**

11.1. I have read this letter, and note the reference to a meeting held on 9 June 2006. I have no specific recollection of this meeting but do not dispute that it took place. I cannot recall who attended the meeting.

11.2. At this late stage I cannot recall the exact basis of the allocation of the water plants, but as far as I recall this was an evolving process which took place over a number of interactions between the head of the Department (Ms. G C Gumbi-Masilela), and I. As far as I can recall the basis on which the plants were to be allocated were the needs of the communities, whether those areas had been subject to drought or some other equivalent disaster, and / or were areas which had poor or limited access to potable water. This was determined by our own observations or from representations or information received from the rural communities. In addition the communities had to have a source of water for the plants and we wished to spread the resources as widely as possible.

**12. RE: The Letter from Ngubane Wills Incorporated dated 2 February 2010**

12.1. All ANC leaders were requested to raise funds. I wish to clarify the statement '*Mabuyakhulu authorized the receipt of the R1 million donation*'. Mr Shabalala informed me that he had received funds and that he wished to pay these over, as reported in paragraph 6 above. I do not know how and where Mr Shabalala raised funds. I only learnt of the funds when Mr Shabalala informed me that he had funds to pay over to the ANC. When he informed me of the funds it was arranged that I would meet him to receive them from him, and duly did so at

for.

M/M


the dates set out above. I did not specifically authorize the receipt of specific funds, but fundraising in general. I confirm that the funds were received in cash, and were used by me to defray certain of the expenses of the conference (as stated above).

- 12.2. As stated above, I ceased to be Provincial Treasurer of the ANC immediately after the election of the new Provincial Treasurer during the June 2008 conference. I therefore was not responsible for the way that these were treated in the next financial statements (which were prepared sometime after March the following year). For that reason I cannot specifically say if the donation was included in the Treasurer's report to the Provincial General Council or in the globular amount of R7,227,707.00 listed as a donation in the income statement. This is simply because I was not the Provincial Treasurer or a member of the Provincial Executive of the ANC at the time in question.
- 12.3. My understanding of what the department would have received for R43,000,000.00 arises from the Memorandum from the heads of the various departments dated 10 October 2005 (being the twenty-two water plants), and from subsequent reports which were sent to me.
- 12.4. I do not have a specific independent recollection of the precise details of the funding of the water plants or the structure of the commercial transaction, apart from what appears in the memoranda and submissions which were made to me. Most of the decisions relating to VAT, delivery charges, commissioning, storage fee and the like would have fallen under the purview of the accounting authority, and not me as executing authority.
- 12.5. I have no knowledge knowledge of an invoice issued by Khuboni and Shezi. As stated above, the donation was received by me on behalf of the ANC on or about 11 June 2008. No receipt was issued therefor.

M/m

fz

Page 7

  
 DEPONENT

I certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit duly signed and sworn to before me at DURBAN on this 19<sup>th</sup> day of OCTOBER 2010, the regulations contained in Government Gazette No. R1258 dated 21 July 1972, as amended, having been complied with.

  
 COMMISSIONER OF OATHS

Full name:

Address:

Designation:

Area:

edit intaka mhuyakhulu aff.doc  
 19 October 2010

JANITA ATHMANAND RUSSELL MAHARAJ  
 PRACTISING ATTORNEY  
 COMMISSIONER OF OATHS  
 SUITE 1302 & 1303, THE MARINE BUILDING  
 22 DOROTHY NYEMBE ST. (GARDINER)  
 DURBAN, 4000, SOUTH AFRICA

Heli

1

I am an adult female Identity Number 570714 0095 089 residing at 66 Clair Avenue Manor Gardens Durban, Telephone Number 031 261 3229. I am the General Manager and majority member of a close corporation with the registered name of Marisk Management Services cc, with offices situated at 54 Clair Avenue Manor Gardens Durban, Telephone 031 2616465, fax number 031 2614770 and email [mk@marisk.co.za](mailto:mk@marisk.co.za).

2

Marisk Management Services cc is engaged in the investigation of allegations of misconduct for disciplinary, criminal or civil proceedings on behalf of our clients. I am the previous Provincial head of the Commercial branch and an accredited Certified Fraud Examiner.

3

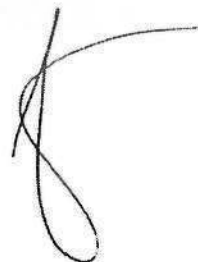
Marisk Management Services has an association with a Cape Town based firm of Forensic auditors trading under the name of Mazars Forensic Services (Pty) Ltd. And regularly undertakes investigation assignments on their behalf or in association with them.

4

During March 2008 I was contacted by Ms Gillian Bolton a director of Mazars Forensic Services (Pty) Ltd. requesting me to confirm whether the now defunct Scorpions were investigating one of her clients, known as the Intaka group of companies as represented by the chairman Dr Gaston Savoi, in respect of his alleged involvement in the investigation involving the then MEC for Health in KZN and the purchase of a mammogram by the Department of Health that was originally supplied by her client to an intermediary. The Intaka Group has amongst the products it sells self-generating oxygen and water purification plants (the latter known by the proprietary name of Watakas).

5

On 9 May 2008 I confirmed that there was an investigation and there was some concern about possible favours that may have been bestowed by Dr Savoi to the MEC or her spouse who was responsible for purchasing the mammogram from Dr Savoi's company. We had received confirmation that the representatives from the Scorpions were intending to visit her client at his Cape Town offices to discuss his relationship with the MEC. Ms Bolton mentioned to me that her client had supplied of his other products to the provincial departments in Kwa Zulu Natal.



H 4/2

6.

Although Ms Bolton's client was not a suspect at this stage, I mentioned to her that she had better check with her client whether there were any other payments made to government officials or political heads in Kwa Zulu Natal that could be construed as a contravention of the Prevention of Corrupt Activities Act. When I made this suggestion to Ms Bolton I was not in possession of any information that had led me to believe that Dr Savoi or any of his employees may have engaged in such practices; this was more of a gut feeling, based on my years of experience as an investigator of commercial crimes, including fraud and corruption.

7

A few hours on later Ms Bolton informed me that she had made contact with Dr Savoi's office and established that there was a payment made to a Mr Sipho Tshabalala whom she understood to be the then head of the Treasury in Kwa Zulu Natal. I confirmed that this was his position and suggested that she endeavour to trace all the information she could about this payment. Given the senior position held by Mr Tshabalala and the sensitive nature of the allegations I did not want to alert the authorities until we had confirmed the amount of the payment, to whom the payment was made and the reasons therefor.

8

Ms Bolton informed me that she had established that Dr Savoi's company, Intaka Investments (Pty) Ltd had sold water purification treatment plants, to the Department of Local Government and Traditional Affairs and Mr S Tshabalala had assisted with the processing of the payment that had been long outstanding. She had established that a payment of R1 032 000.00 had been made into the account of Shezi and Kuboni, a firm of attorneys, and this was allegedly a donation to the ANC. I suggested that she source the documentation in support of the payment as I found it strange as to why a donation to a political organisation would be paid to an attorney and not directly to the party concerned.

9

According to the invoice issued by Shezi and Khuboni pertaining to this payment the payment was in respect of legal work performed and not a donation to the ANC. Vat was raised by the vendor and paid by the vendee in respect of this transaction.

10

I suggested to Ms Bolton that she approach her client and establish the reasons for this payment and that it may be in his interest if we were to advise the police of this payment so that it may be fully investigated. My intention was to suggest to the police that they use Dr Savoi's evidence as a means to investigate the actions of Mr Tshabalala and that once the

matter was before court they consider approaching the magistrate to give Dr Savoi indemnity from prosecution in terms of section 204 of the Criminal Procedure Act.

RR4-TSW-1863  
HCL/3

11

I received an affidavit dated 21 August 2008 from Dr Savoi on 11 December 2008, the original of which has since been handed over to the South African Police.

12

On 9 June 2008 I met with representatives of the NPA including Advocate Gerrie Nel and Director Lategan of the Commercial Branch at the Durban offices of the Scorpions and informed them of the allegations. It was agreed that prior to registering an enquiry contact should be made with the ANC to establish whether they were aware of the alleged donation and if so had received the payment and the date upon which the payment was received. It was further agreed that given the uncertainty regarding the future of the Scorpions this matter should be handed over to the Commercial Branch of the SAPS for investigation.

13

Through my contacts within the ANC a meeting was arranged with Mr Senzo Mchunu, the General Secretary on Sunday 27 July 2008. Mr Mchunu was informed of the alleged donation and the information that we required. He requested that we forward a written request to the ANC Durban offices which he undertook to attend to.

14

*Copy 19/8*  
A letter dated 11 August 2008 signed by Ms Gillian Bolton on behalf of Mazars was hand delivered to the Durban offices of the ANC on 15. August 2008.

15

Despite numerous telephonic and email requests to my contact within the ANC no response to the request for the information was received by Mazars or I as their Durban based representative. In December 2008 I informed my contact that I could no longer wait for their response and would have to hand the matter over to the SAPS for investigation. I met with Director Lategan on 12 December and handed to him all the supporting documentation I had in my possession.

16

To date I have had no further direct involvement in the investigation of this matter, apart from the occasional update from the Investigating Officer, Supt Piet du Plooy.

I know and understand the contents of this affidavit

*[Signature]*

Hc/4

I have no objection to taking the prescribed oath

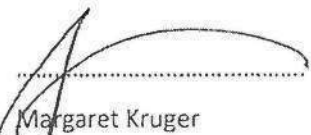
I consider the prescribed oath to be binding on my conscience

I swear that the above contents are true so Help Me God.

Place: Durban

Date: 2010-05-19

Time: 11:39

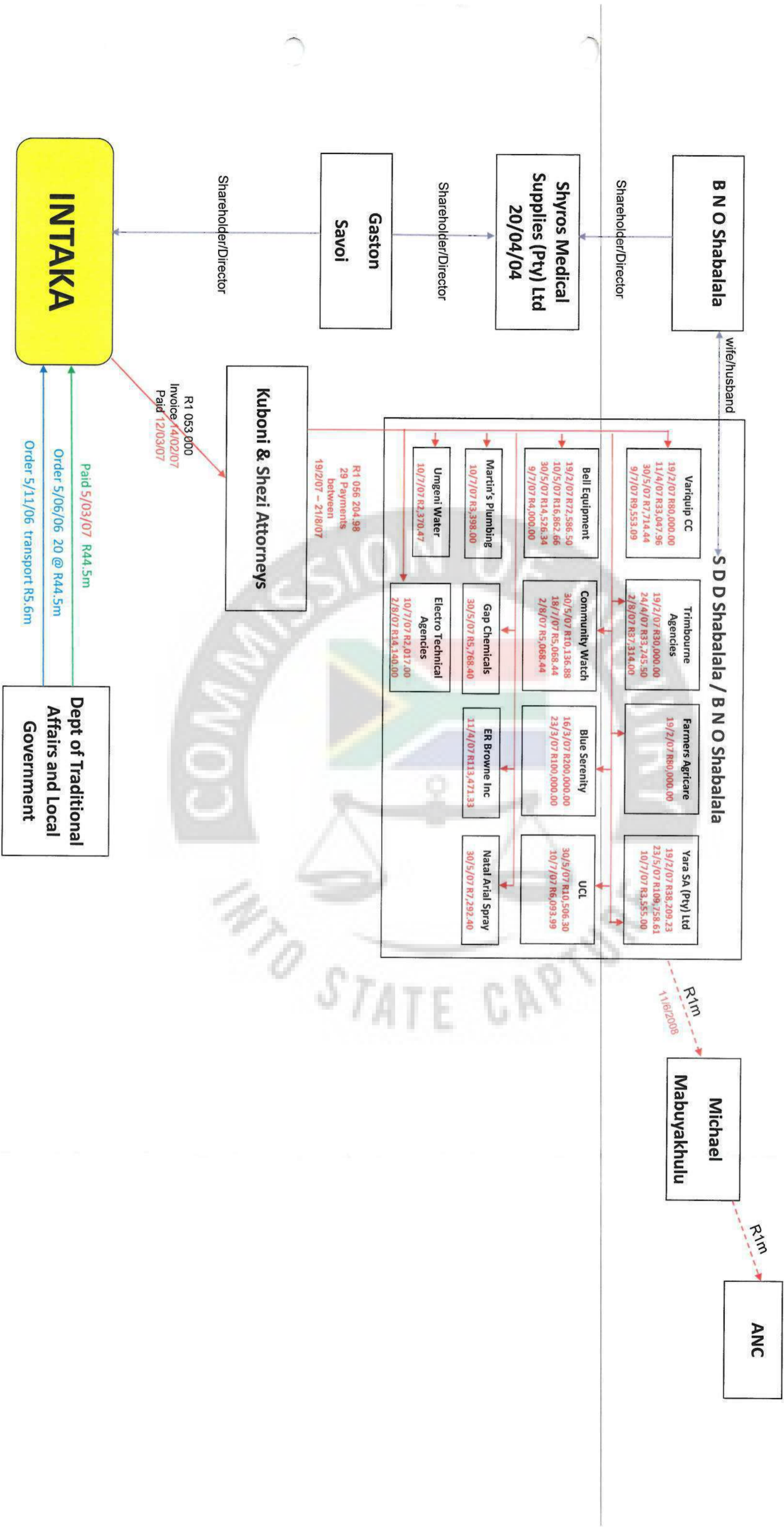
  
Margaret Kruger

The above statement was sworn to and the deponent's signature was placed thereon in my presence at Durban on 19/5/2010 at 11h39.

Durban 19/5/2010 11:39  
LT. COL BD PLOOY  
PETAR DUKOY  
SAFS Commercial  
BRANCH Durban  
LT. COL.

IINTAKA Water Purification Plants in KZN

DURBAN CENTRAL CAS 1538/01/2009



# 17



TSW 17

**IN THE KWAZULU-NATAL HIGH COURT, PIETERMARITZBURG  
REPUBLIC OF SOUTH AFRICA**

In the matter of:

CASE NO: \_\_\_\_\_

THE STATE

versus

1. **Gaston Savoi** an adult Uruguayan male residing at  
no. 10 Waybill Lane, Steenberg  
Estate, Tokai, Cape Town.
2. **Sipho Derrick Shabalala** an adult South African male residing  
at no.11 Bonanza Road, Bellevue,  
Pietermaritzburg.
3. **Busisiwe Muriel Nyembezi** an adult South African female residing at  
16 Msonti Road, Kloof, Pinetown.
4. **Peggy Yoliswa Nkonyeni** an adult South African female residing at  
Pietermaritzburg, KwaZulu-Natal.
5. **Victor Ntshangase** an adult South African male residing at  
Flat no. 52, Sandhurst, Pietermaritzburg.
6. **Alson Sipho Saribiyane Buthelezi** an adult South African male residing at  
170 Hesketh Drive, Hayfields,  
Pietermaritzburg.



7. **Ronald Winston Green-Thompson** an adult South African male residing in Durban; KwaZulu-Natal.
8. **Yolisa Lulama Mbele** an adult South African female residing at no. 4 Joseph Chamberlain Road, Hilton, Pietermaritzburg.
9. **Fernando Praderi** an adult Uruguayan male residing at 42 Blue Crane Way, Tokai, Cape Town.
10. **Annsano Romani** an adult South African male residing at 4 Minorca Avenue Monte Sereno, Somerset West, Cape Town.
11. **Donald Keith Miller** an adult South African male residing at 4 Dugannon Street, Kenilworth, Cape Town.
12. **Sandile Kuboni** an adult South African male residing at no. 82 Hawaan Forest Estate, Umhlanga Ridge, Durban.
13. **Michael Mabuyakhulu** an adult South African male residing at Pietermaritzburg; KwaZulu-Natal.
14. **Beatrice Ntombenhle Shabalala** an adult South African female residing at no. 11 Bonanza Road, Bellevue, Pietermaritzburg.
15. **Lindelihle Mkhwanazi** an adult South African male residing at no. 10450, 29<sup>th</sup> Avenue, Clemont, Pinetown.

16. **Nozibele Priscilla Phindela** an adult South African female residing at 37 Ombha Court, 9 Hospital Road, Durban.
17. **Jabulani Langelihle Thusi** an adult South African male residing at Emondini Area, KwaNyuswa, Botha's Hill, Pinetown.
18. **Ian Buhlebakhe Blose** an adult South African male residing at H529 Umlazi Township, Durban.
19. **Intaka Holdings (Pty) Ltd t/a Intaka Tech (Pty) Ltd** a corporate body within the meaning of section 332 of Act 51 of 1977 as represented by Gaston Savoi, accused no 1
20. **Rowmoor Investments 738 (Pty) Ltd** a corporate body within the meaning of section 332 of Act 51 of 1977 as represented by Lindelihle Mkhwanazi, accused no 15
21. **Skryros Medical Suppliers (Pty) Ltd** a corporate body within the meaning of section 332 of Act 51 of 1977 as represented by Sipho Derrick Shabalala, accused no 2
22. **Kuboni & Shezi Attorneys** a corporate body within the meaning of section 332 of Act 51 of 1977 as represented by Sandile Kuboni, accused no 12
23. **Blue Serenity Investments (Pty) Ltd** a corporate body within the meaning of section 332 of Act 51 of 1977 as represented by Beatrice Ntombenhle Shabalala, accused no 14

(hereinafter referred to as the accused)

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## INDICTMENT

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The Director of Public Prosecutions: KwaZulu-Natal alleges that the accused are guilty of the following offences:

**Count no 1:** Contravening Section 2(1)(f) read with Sections 1, 2(2), 2(3), 2(4) and 3 of the Prevention of Organised Crime Act 121 of 1998, as amended:  
**Managing the enterprise through a pattern of racketeering activities. (against accused nos 1, 2, 3 and 4)**

**Count no 2:** Contravening Section 2(1)(e) read with Sections 1, 2(2), 2(3), 2(4) and 3 of the Prevention of Organised Crime Act 121 of 1998, as amended:  
**Conducting or participating in the enterprise's affairs. (against all accused)**

**Count no 3:** Fraud read with the provisions of section 99 and 103 of Act 51 of 1977 and the relevant provisions of section 51 of Act 105 of 1997  
**(against accused nos 1, 7 and 19)**

**Count no 4:** Fraud read with the provisions of sections 99, and 103 of Act 105 of 1977 and the relevant provisions of section 51 of Act 105 of 1997.  
**(against accused nos 1, 3, 4 and 19)**

**Count no 5:** Fraud read with the provisions of sections 99, and 103 of Act 51 of 1977 and the relevant provisions of section 51 of Act 105 of 1997.  
**(against accused nos 1, 9, 10, 11 and 19)**

- Count no 6:** Fraud read with the provisions of sections 99, and 103 of Act 51 of 1977 and section 51 of Act 105 of 1997 (against accused nos 3, 4, 5, and 6)
- Count no 7:** Fraud read with the provisions of Sec 99, and 103 of Act 51 of 1977 and the relevant Provisions of Sec 51 of Act 105 of 1997 (against accused nos 1, 3, 4, 5, 6, 8 and 19)
- Count no 8:** Fraud read with the provisions of sections 99, and 103 of Act 51 of 1977 and section 51 of Act 105 of 1997 (against accused nos 1, 2, 13 and 19)
- Count no 9:** Contravening section 1(1)(a) of the Corruption Act, no 94 of 1992 and read with section 51(2)(a) and Part II of Schedule 2 of Act 105 of 1997: **Corruption (against accused nos 1 and 19 )**
- Count no 10:** Contravening section 1(1)(a) of the Corruption Act, no 94 of 1992 and read with section 51(2)(a) and Part II of Schedule 2 of Act 105 of 1997: **Corruption (against accused nos 2 and 7)**
- Count no 11:** Contravening section 1(1)(a) of the Corruption Act, no 94 of 1992 and read with section 51(2)(a) and Part II of Schedule 2 of Act 105 of 1997: **Corruption (against accused nos 1 and 19)**
- Count no 12:** Contravening section 1(1)(a) of the Corruption Act, no 94 of 1992 and read with section 51(2)(a) and Part II of Schedule 2 of Act 105 of 1997: **Corruption (against accused no 2 only)**
- Count no 13:** Contravening section 3(b) read with sections 1, 24, 25, 26 and 34 of the Prevention and Combating of Corrupt Activities Act 12 of 2004 and with section 51(2)(a) and Part II of Schedule 2 of Act 105 of 1997: **Corruption (against accused nos 1 and 19)**

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**Count no 14:** Contravening section 4 (1) (a) read with sections 1,2, 4(2), 24, 25, 26(1) (a) of the Prevention and Combating of Corrupt Activities Act 12 of 2004: **Corruption (against accused no 2 only)**

**Count no 15:** Contravening section 4 (1) (a) read with sections 1, 2, 4(2), 24, 25, 26(1) (a) of the Prevention and Combating of Corrupt Activities Act 12 of 2004: **Corruption (against accused no 4 only)**

**Count no16:** Contravening section 4 (1) (a) read with sections 1,2, 4(2), 24, 25, 26(1) (a) of the Prevention and Combating of Corrupt Activities Act 12 of 2004: **Corruption (against accused no 4 only)**

**Count no 17:** Contravening section 3(b) read with sections 1, 24, 25, 26 and 34 of the Prevention and Combating of Corrupt Activities Act 12 of 2004 and with section 51(2)(a) of Act 105 of 1997: **Corruption (against accused nos 1 and 19)**

**Count no 18:** Contravening section 4(a) read with sections 1, 24, 25, 26 and 34 of the Prevention and Combating of Corrupt Activities Act 12 of 2004 and further read with section 51(2)(a) of Act 105 of 1997: **Corruption (against accused nos 2 and 13)**

**Count no 19:** Contravening section 3(b) read with sections 1, 24, 25, 26 and 34 of the Prevention and Combating of Corrupt Activities Act 12 of 2004 and with section 51(2)(a) of Act 105 of 1997: **Corruption: Giving a Benefit (against accused nos 1 and 19)**

**Count no 20:** Contravening section 4 (a) read with sections 1, 24, 25, 26 and 34 of the Prevention and Combating of Corrupt Activities Act 12 of 2004 and with section 51(2)(a) of Act 105 of 1997: **Corruption: Receiving a Benefit (against accused no 2 only)**



**Count no 21:** Contravening section 3(b) read with sections 1, 24, 25, 26 and 34 of the Prevention and Combating of Corrupt Activities Act 12 of 2004 and with section 51(2)(a) of Act 105 of 1997: **Corruption: Giving a Benefit (against accused nos 1 and 19)**

**Count no 22:** Contravening section 4 (1) (a) read with sections 1, 2, 4(2), 24, 25, 26(1) (a) of the Prevention and Combating of Corrupt Activities Act 12 of 2004: **Corruption (against accused nos 2 and 13)**

**Count no 23:** Contravening section 4 read with section 8(1) of Prevention of Organised Crime Act, Act No. 121 of 1998: **Money Laundering (against accused nos 1, 2, 12, 14, 19 and 22)**

**Count no 24:** Contravening section 4 read with section 8(1) of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 1, 2, 13 and 19)**

**Count no 25:** Contravening section 4 read with section 8(1) of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 22 and 23)**

**Count no 26:** Contravening section 4 read with section 8(1) of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 22 and 23)**

**Count no 27:** Contravening section 4 read with section 8(1) of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 1, 4, 15, 19 and 20)**

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**Count no 28:** Contravening Section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 1, 4, 15, 19 and 20)**

**Count no 29:** Contravening section 4 read with section 8(1) of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 1, 2, 12, 14, 19 and 22)**

**Count no 30:** Contravening Section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 1, 2, 12, 14, 19 and 22)**

**Count no 31:** Contravening section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 1, 2, 12, 14, 19 and 22)**

**Count no 32:** Contravening section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 1, 2, 12, 14, 19 and 22)**

**Count no 33:** contravening section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 1, 2, 12, 14, 19 and 22)**

**Count no 34:** Contravening section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 1, 2, 12, 14, 16, 17 and 22)**

**Count no 35:** Contravening Section 4 (a) (i) read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 1, 2, 12, 14, 16, 17 and 22)**

- Count no 36:** Contravening section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 1, 2, 12, 14, 16, 17 and 22)**
- Count no 37:** Contravening Section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 16, 17 and 22)**
- Count no 38:** Contravening section 4(a) read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 16, 17 and 22)**
- Count no 39:** Contravening Section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 16, 17 and 22)**
- Count no 40:** Contravening section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 16, 17 and 22)**
- Count no 41:** Contravening Section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 16, 17 and 22)**
- Count no 42:** Contravening section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 16, 17 and 22)**
- Count no 43:** Contravening section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act No. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 16, 17 and 22)**

Handwritten signature and a large letter 'M'.

- Count no 44:** Contravening section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 17, 18 and 22)**
- Count no 45:** Contravening section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 17, 18 and 22)**
- Count no 46:** Contravening section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 17, 18 and 22)**
- Count no 47:** Contravening section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 17, 18 and 22)**
- Count no 48:** Contravening Section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act No. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 17, 18 and 22)**
- Count no 49:** Contravening section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 17, 18 and 22)**
- Count no 50:** Contravening section 4 read with sections 8(1) and 1 of Prevention of Organised Crime Act, Act no. 121 of 1998: **Money Laundering (against accused nos 2, 12, 14, 17, 18 and 22)**
- Count no 51:** Contravention of section 86(1) of Act 1 of 1999 read with the provisions of sections 1, 36, section 38(1)(a)(iii), 38(1)(b), 38(1)(c)(ii), 38(1)(n), 38(2) and 44(2)(d) of the Act: **Failing to comply with the**



**Public Finance Management Act (PFMA)** (against accused no 7 only)

**Count no 52:** Contravention of section 86(1) of Act 1 of 1999 read with the provisions of sections 1, 36, section 38(1)(a)(iii), 38(1)(b), 38(1)(c)(ii), 38(1)(n), 38(2) and 44(2)(d) of the Act: **Failing to comply with the Public Finance Management Act (PFMA)** ( against accused no 3 only)

**Count no 53:** Contravention of section 86(1) of Act 1 of 1999 (read with the provisions of sections 1, 36, section 38(1)(a)(iii), 38(1)(b), 38(1)(c)(ii), 38(1)(n), 38(2) and 44(2)(d) of the Act: **Failing to comply with the Public Finance Management Act (PFMA)** (against accused no 3 only)

**Count no 54:** Contravention of section 86(1) of Act 1 of 1999 (read with the provisions of sections 1, 36, section 38(1)(a)(iii), 38(1)(b), 38(1)(c)(ii), 38(1)(n), 38(2) and 44(2)(d) of the Act: **Failing to comply with the Public Finance Management Act (PFMA)** (against accused no 8 only)



**GENERAL PREAMBLE**

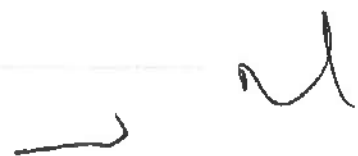
**WHEREAS** section 2 of the Prevention of Organised Crime Act 121 of 1998 (hereinafter referred to as "the Act") defines in Section 2 thereof various criminal offences with regard to racketeering;

**AND WHEREAS** section 1 of the Act defines an "Enterprise" as "...including any individual, partnership, corporation, association, or other juristic person or legal entity, and any union or group of individuals associated in fact, although not a juristic person or legal entity",

**AND WHEREAS** section 1 of the Act defines "a pattern of racketeering activity" as "the planned, ongoing, continuous or repeated participation or involvement in any offence referred to in Schedule 1, of which one of the offences occurred after the commencement of the Act and the last offence occurred within 10 years (excluding any period of imprisonment) after the commission of such prior offence referred to in Schedule 1",

**AND WHEREAS** the Act provides that any person/s who manage(s) the operation or activities of an enterprise and who know[s] or ought reasonably to have known that any person, whilst employed by or associated with that enterprise, conduct or participates in the conduct, directly or indirectly, of such enterprise's affairs through a pattern of racketeering activity, is guilty of a criminal offence,

**AND WHEREAS** the Act provides that a person who manages or operates and who knows or ought reasonably to have know that a person employed by or directly or indirectly involved in the activities or affairs of the Enterprise through a pattern of racketeering is guilty of an offence;



**NOW THEREFORE** the State alleges that Accused nos 1, 2, 3 and 4 at all relevant times were associated in fact and thus formed an Enterprise as defined in Section 1 of the Act and as intended in Section 2(1)(e) and (f);

**NOW THEREFORE** the State alleges that all the Accused and other persons, known and unknown to the State, and directly or indirectly involved therein operated and/or managed the Enterprise and/or participated in the conduct of the affairs of the Enterprise and/or were employed by the Enterprise;

**AND** that such conduct and/or operation and/or management and/or involvement in and/or employment by and/or participation in the conduct of the affairs of the Enterprise and/or were employed by the Enterprise;

**AND** that the offences upon which the Accused are arraigned were committed in order to benefit the Enterprise, its managers, employees and persons directly and indirectly involved therein.

**Now therefore** the state alleges that the accused are guilty of the following crimes:

**Count no 1: Managing an Enterprise through a pattern of racketeering activities. (against accused nos. 1, 2, 3 and 4)**

**IN THAT** prior to and during the period 20 March 2004 until 14 December 2008 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, the accused did wrongfully and unlawfully managed the operations or activities of the Enterprise, and knew or reasonably ought to have known, that any person to wit, all accused, and other persons known and unknown to the State, whilst employed by or associated with that Enterprise, conducted or participated in the conduct, directly or indirectly, of such Enterprise's affairs through a pattern of racketeering activity as set out in **Annexure A**

**Count no 2: Conducting or participating in the Enterprise's affairs through a pattern of racketeering activities. (against all accused**

IN THAT the accused prior to but including 20 March 2004 until 14 December 2008, and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, the accused did wrongfully and unlawfully, whilst managing or employed by or associated with the Enterprise conducted or participated in the conduct directly or indirectly the Enterprise's affairs through a pattern of racketeering activity as set out in Annexure A.

**Count no 3: Fraud (against accused nos 1, 7 and 19)**

IN THAT upon or about 24 March 2005 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG the accused did unlawfully and with intent to defraud, falsely and to the prejudice, real or potential, of the Department of Health, KwaZulu-Natal gave out to the Department of Health that:

1. the installation of the Oxygen Self Generating Unit at Murchison Hospital, Port Shepstone, KwaZulu-Natal by Intaka Investments (Pty) Ltd was a 'pilot' project;
2. the installation of the Oxygen Self-Generating Unit at Murchison Hospital, Port Shepstone was to the benefit of the Murchison Hospital and the Department of Health, KwaZulu-Natal and/or its patients;
3. the Department of Health was going save money from this installation of the Oxygen Self-Generating Unit.

**Whereas** the accused when they gave out as set out above knew in truth and in actual fact that:

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1. the Department of Health was going to lease the Oxygen Self Generating Unit from Intaka Investments (Pty) Ltd;
2. there was no benefit to be gained by the Department of Health from the agreement;
3. the agreement was meant to benefit Intaka Investments (Pty) Ltd; and
4. this was not a pilot a project.

**Count no 4: Fraud (against accused nos 1,3,4, and 19)**

IN THAT upon or about 17 November 2006 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG the accused did unlawfully and with intent to defraud, falsely and to the prejudice, real or potential, of the Department of Health and/or its officials, KwaZulu-Natal gave out to the Department of Health and/or its officials that:

1. That the installation of the Oxygen Self Generating Unit at Rietvlei Hospital, KwaZulu-Natal by Intaka Investments (Pty) Ltd was going to reduce costs;
2. the installation of the Oxygen Self-Generation Unit at Rietvlei Hospital was to the benefit of the Rietvlei Hospital and the Department of Health, KwaZulu-Natal and/or its patients;
3. That the Department of Health was going save money from the installation of the Oxygen Self Generating Unit.

**Whereas** the accused when they gave out as set out above knew in truth and in actual fact that:

1. they knew that the Department of Health was not going to reduce costs by leasing the Oxygen Self Generating Unit from Intaka Investments (Pty) Ltd;

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2. there was no benefit to be gained by the Department of Health from the agreement;  
and
3. the agreement was meant to benefit Intaka Investments (Pty) Ltd

**Count no 5:            Fraud (against accused no 1, 9, 10, 11 and 19)**

**IN THAT** during September 2006 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, unlawfully and with the intent to defraud, falsely and to prejudice, real or potential, the Department of Health, KwaZulu-Natal and/or its officials gave out to the Department of Health, KwaZulu-Natal that:

1. the Water Purification Plants quotations were truthful;
2. were independent quotations;
3. the said quotations were prepared by the companies who submitted them for consideration; and
4. those quotations represented a fair and market related prices for the said equipment.

**Whereas** the accused when they gave out as set out above knew in truth and in actual fact that:

1. the said Water Purification Plants quotations were false;
2. were not independent quotations;
3. the prices quoted in the said quotations were not a fair and market related prices for the said equipment; and
4. the prices quoted in the said quotations were inflated.

**Count no 6:            Fraud (against accused nos 3, 4, 5 and 6)**

IN THAT during October 2006 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, unlawfully and with the intent to defraud, falsely and to prejudice, real or potential, of the Department of Health, KwaZulu-Natal and/or its officials gave out to the Department of Health, KwaZulu-Natal and/or its officials that:

1. the Water Purification Plants quotations were genuine and independent quotations;
2. the said quotations were prepared by the companies who submitted them for consideration; and
3. the said quotations represented a fair and market related prices for the said equipment.

Whereas the accused when they gave out as set out above knew in truth and in actual fact that:

1. the said Water Purification Plants quotations were false;
2. were not independent quotations;
3. the prices quoted in the said quotations were not a fair and market related prices for the said equipment; and
4. the prices quoted in the quotations were inflated.

**Count no 7:            Fraud (against accused nos 1, 3, 4, 5, 6, 8 and 19)**

IN THAT during the period between August 2006 and December 2007 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, unlawfully and with intent to defraud, falsely and to the prejudice, real or potential, misrepresented to the KwaZulu-Natal Department of Health and/or its officials that:

1. the Bid Specifications Committee of the Department of Health independently drew and approved the required specifications contained in the tender document published to determine the successful supplier during a tender process;
2. the tender procedure followed was fair, equitable and unbiased; and
3. the competition for the tender was transparent

**Whereas** the accused knew in actual fact that:

1. Intaka Investments was not competing fairly with the other bidders;
2. the used specifications were not independently developed and approved by the Bids Specification Committee; and
3. That Intaka Investments did not comply with the required bid specifications.

**Count no 8:                      Fraud (against accused nos 1, 2, 13 and 19)**

IN THAT during the period between 27 June 2005 to 05 June 2006 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG the accused did unlawfully and with intent to defraud, falsely and to the prejudice, real or potential, of the Department of Local Government, Traditional Affairs and Housing, KwaZulu-Natal and/or its officials gave out to the Department of Local Government, Traditional Affairs and Housing and/or its officials that:

1. the need for the installation of the Water Purification Plants was urgent;
2. Intaka Investments (Pty) Ltd was a manufacture of the water purification plants; and
3. Intaka Investments (Pty) Ltd was going to establish a manufacturing plant and/or factory in the KwaZulu-Natal province.

**Whereas** the accused when they gave out as set out above knew in truth and in actual fact that:

1. the need for the installation of the Water Purification Plants was not urgent;
2. Intaka Investments (Pty) Ltd was not a manufacturer of the water purification plants;  
and
3. Intaka Investments (Pty) Ltd was not going to establish a manufacturing plant and/or factory the in KwaZulu-Natal province.

**Count no 9:      Corruption (against accused nos 1 and 19)**

IN THAT upon or about 27 March 2004 and at or near CAPE TOWN in the district of WESTERN CAPE, the accused unlawfully and corruptly, gave the benefit, to wit an accommodation at Steenberg Hotel to accused nos 2 and 7 which was not legally due to them, upon whom the powers have been conferred and/or who had the duties with the intention to influence them to commit and/or omit any act in relation to their powers and/or duties to further the interests of accused nos 1 and 19.

**Count no 10:      Corruption (against accused nos 2 and 7)**

IN THAT upon or about 27 March 2004 and at or near CAPE TOWN in the district of WESTERN CAPE, the accused unlawfully and corruptly, received the benefit, to wit an accommodation at Steenberg Hotel to accused nos 2 and 7 which was not legally due to them, upon whom the powers have been conferred and/or who had the duties with the intention to influence them to commit and/or omit any act in relation to their powers and/or duties to further the interests of accused nos 1 and 19.

**Count no 11:            Corruption (against accused nos 1 and 19)**

IN THAT upon or about 27 March 2004 and at or near CAPE TOWN in the district of WESTERN CAPE, the accused unlawfully and corruptly, gave the benefit, to wit hardwood flooring to accused no 2 which was not legally due to him, upon whom the powers have been conferred and/or who had the duties with the intention to influence him to commit and/or omit any act in relation to his powers and/or duties to further the interests of accused nos 1 and 19.

**Count no 12:            Corruption (against accused no 2)**

IN THAT upon or about 27 March 2004 and at or near CAPE TOWN in the district of WESTERN CAPE, the accused unlawfully and corruptly, received the benefit, to wit hardwood flooring to accused no 2 which was not legally due to him, upon whom the powers have been conferred and/or who had the duties with the intention to influence him to commit and/or omit any act in relation to his powers and/or duties to further the interests of accused nos 1 and 19.

**Count no 13:            Corruption (against accused nos 1 and 19)**

IN THAT upon or about 03 November 2005 and at or near CAPE TOWN in the district of CAPE TOWN, the accused did unlawfully, directly or indirectly give or agree or offer to give the gratification of a tie to accused no 2 in order to influence the said person personally to act in a manner that amounted to the illegal, dishonest, unauthorised, incomplete or biased exercise in carrying out or performance of his duties arising out of a constitutional, statutory, contractual or any legal obligation that amounted to the violation of a legal duty or set of rules, designed to achieve an unjustified result and that amounted to an unauthorised or improper inducement to do or not to do anything, thereby committing an offence of corruption.

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**Count no 14:            Corruption (against accused no 2)**

IN THAT upon or about 03 November 2005 and at or near CAPE TOWN in the district of CAPE TOWN, the accused, a public officer, directly or indirectly, accepted or offered , or agreed to accept from accused no 1 gratification, to wit tie for the benefit of himself or for the benefit of any other person unknown to the state, in order to act, personally or by influencing other persons to award a tender for the supply of water purification plants to Intaka Investments (Pty ) Ltd, an act that was illegal, dishonest and biased in carrying out or performance of their powers, duties and function arising out of their constitutional, statutory, contractual obligations, which act amounted to the abuse of position of authority, the violation of their legal duty or set of rules which was designed to achieve an unjustified result, thereby committing the offence of corruption.

**Count no 15:            Corruption (against accused no 4)**

IN THAT upon or about 24 August 2007, and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, the accused, a public officer, directly or indirectly, accepted or offered , or agreed to accept from accused no 1 and/or accused no 19 a gratification, to wit an amount of five hundred thousand rands (R500, 000.00 ) to be paid into accused no 15's company account, accused no 20's account for the benefit of herself or for the benefit of accused no 15 for the benefit of any other person unknown to the state, in order to act, personally or by influencing other persons to award a tender and/or order for the supply of water purification plants to accused no 19, an act that was illegal, dishonest and biased in carrying out or performance of their powers, duties and function arising out of their constitutional, statutory, contractual obligations, which act amounted to the abuse of position of authority, the violation of their legal duty or set of rules which was designed to achieve an unjustified result, thereby committing the offence of corruption.

**Count no 16:            Corruption (against accused no 4)**

IN THAT during or about 30 August 2007, and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, the accused, a public officer, directly or indirectly, accepted or offered , or agreed to accept from accused no 1 and or accused no 19 gratification, to wit an amount of five hundred thousand rands (R500,000.00) to be paid into accused no 15's company account, accused no 20's account for the benefit of herself or for the benefit of accused no 15 for the benefit of any other person unknown to the state, in order to act, personally or by influencing other persons to award a tender for the supply of water purification plants to accused no 19, an act that was illegal, dishonest and biased in carrying out or performance of their powers, duties and function arising out of their constitutional, statutory, contractual obligations, which act amounted to the abuse of position of authority, the violation of their legal duty or set of rules which was designed to achieve an unjustified result, thereby committing the offence of corruption.

**Count no 17:            Corruption (against accused nos 1 and 19)**

IN THAT upon 20 April 2004 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, the accused did unlawfully, directly or indirectly give or agree or offer to give the gratification of an amount of one million and fifty three thousand rand (R1, 053 000) to accused no 2 in order to influence the said person personally to act in a manner that amounted to the illegal, dishonest, unauthorised, incomplete or biased exercise in carrying out or performance of his duties arising out of a constitutional, statutory, contractual or any legal obligation that amounted to the violation of a legal duty or set of rules, designed to achieve an unjustified result and that amounted to an unauthorised or improper inducement to do or not to do anything, thereby committing an offence of corruption.

**Count no 18:            Corruption (against accused nos 2 and 13)**

IN THAT during the period between March 2004 and December 2007 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, the accused, a public officer, directly or indirectly, accepted or offered , or agreed to accept from accused no 1 and or accused no 19 gratification, to wit an amount of one million and fifty three thousand Rand (1, 053 000) for the benefit of himself or the benefit of any other person unknown to the state, in order to act, personally or by influencing other persons to award a tender for the supply of water purification plants to accused no 19, an act that was illegal, dishonest and biased in carrying out or performance of their powers, duties and function arising out of their constitutional, statutory, contractual obligations, which act amounted to the abuse of position of authority, the violation of their legal duty or set of rules which was designed to achieve an unjustified result, thereby committing the offence of corruption.

**Count no 19:            Corruption (against accused no 1)**

IN THAT upon 20 April 2004 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, the accused did unlawfully, directly or indirectly give or agree or offer to give the gratification to accused no 2 to wit, forming a business partnership **Skyros Medical Suppliers (Pty) Ltd** with accused 9, the wife of accused no 2 in order to influence the said person personally to act in a manner that amounted to the illegal, dishonest, unauthorised, incomplete or biased exercise in carrying out or performance of his duties arising out of a constitutional, statutory, contractual or any legal obligation that amounted to the violation of a legal duty or set of rules, designed to achieve an unjustified result and that amounted to an unauthorised or improper inducement to do or not to do anything, thereby committing an offence of corruption.



**Count no 20:****Corruption: receiving a benefit (against accused no 2)**

IN THAT upon the 20 April 2004 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, the accused, a public officer, directly or indirectly, accepted or offered , or agreed to accept from accused no 1 gratification, to wit a formation of a partnership **Skyros Medical Suppliers (Pty) Ltd** between his wife accused 14 and accused no 1 for the benefit of himself or for the benefit of any other person unknown to the state, in order to act, personally or by influencing other persons to award a tender for the supply of water purification plants to Intaka Holdings (Pty ) Ltd , an act that was illegal, dishonest and biased in carrying out or performance of their powers, duties and function arising out of their constitutional, statutory, contractual obligations, which act amounted to the abuse of position of authority, the violation of their legal duty or set of rules which was designed to achieve an unjustified result, thereby committing the offence of corruption.

**Count no 21:****Corruption: giving a benefit (against accused no 1)**

IN THAT during the period March 2004 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, the accused did unlawfully, directly or indirectly give or agree or offer to give the gratification of an amount of one million rand (R 1, 000 000.00) to accused no 2 in order to influence the said person personally to act in a manner that amounted to the illegal, dishonest, unauthorised, incomplete or biased exercise in carrying out or performance of his duties arising out of a constitutional, statutory, contractual or any legal obligation that amounted to the violation of a legal duty or set of rules, designed to achieve an unjustified result and that amounted to an unauthorised or improper inducement to do or not to do anything, thereby committing an offence of corruption.

**Count no 22:****Corruption (against accused no 2 and 13)**

**IN THAT** the accused on or about 12 March 2007, and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, unlawfully and intentionally accepted or agreed to accept gratification to wit, One Million Rand (R 1, 000 000) to Sipho Shabalala (Accused no. 2), being a public officer, for the benefit of accused 2 and 13 in order for them to act in a manner that amounted to the illegal, dishonest, and unauthorised carrying out of their powers, duties and functions and/or amounted to the abuse of a position of authority or the violation of a legal duty or a set of rules, which was designed to achieve an unjustified result, thereby committing an offence of corruption.

**Count no 23:      Money laundering (against accused nos 1, 2, 12, 14, 19 and 22)**

**IN THAT** during the month of February 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: a sum of R 1, 053 000 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, entered into an agreement or engaged in an arrangement or transaction with accused no 9 to have an amount of R1, 053 000 deposited into accused no 22's Trust account, which had or was likely to have the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or any interest in which anyone may have in respect thereof, and/or of enabling or assisting accused nos 1 and 2 to avoid prosecution and/or to remove or diminish the said property acquired directly or indirectly as a result of commission of the offence(s).

**Count no 24:      Money Laundering (against accused no 1, 2, 13 and 19)**

**IN THAT** during the month of August 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: a sum of R 1, 000, 000 was proceeds of unlawful activities or that it

formed part of the proceeds of unlawful activities to wit corruption, entered into an agreement or engaged in an arrangement or transaction with accused no 2 to have an amount of R1, 000,000 be handed to him which had or was likely to have the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or any interest in which anyone may have in respect thereof, and/or of enabling or assisting accused nos 1 and 2 to avoid prosecution and/or to remove or diminish the said property acquired directly or indirectly as a result of commission of the offence(s).

**Count no 25:**      **Money Laundering (against accused nos 2, 12, 14, 22 and 23**

IN THAT upon or about 16 March 2007, and at or near PIETERMARITZBURG, in the district of PIETERMARITZBURG, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: a sum of two hundred thousand rand (R200 000) was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of two hundred thousand (R200 000) be paid into her company accused, no 23's business account, held with ABSA Bank, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 26:**      **Money Laundering (against accused nos 2, 12, 14, 22 and 23)**

IN THAT upon or about 23 March 2007, and at or near PIETERMARITZBURG, in the district of PIETERMARITZBURG, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of one hundred thousand rand (R100 000) was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of one hundred

thousand (R100 000) be paid into her company accused, no 23's business account , held with ABSA Bank , and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 27:**      **Money Laundering (against accused nos 1, 4, 15, 19 and 20)**

IN THAT upon or about 24 August 2007, and at or near PIETERMARITZBURG , in the district of PIETERMARITZBURG, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of five hundred thousand rand (R500,000) was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of five hundred thousand rand (R500,000) be paid into his company Rowmoor Investments (Pty) Ltd business account , held with First National Bank , and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 28:**      **Money Laundering (against accused nos 1, 4, 15, 19 and 20)**

IN THAT upon or about 30 August 2007, and at or near PIETERMARITZBURG , in the district of PIETERMARITZBURG, the accused unlawfully, whilst he knew or ought reasonable to have known that certain property, to wit: an amount of five hundred thousand rand (R500 000 ) was proceeds of unlawful activities or that they formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of five hundred thousand rand (R500 000 ) be paid into his company, accused no 20's business account , held with First National Bank, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the

ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 29:**            **Money Laundering (against accused no 1, 2, 12, 14, 19 and 22)**

**IN THAT** upon the 11 April 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 33,047-96 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R33,047-96 be deposited into Vanquip cc bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 30:**            **Money Laundering (against accused no 1, 2, 12, 14, 19 and 22)**

**IN THAT** upon or about 11 April 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 113,471-33 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 113,471-33 be deposited into ER Browne Inc's bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 31:**            **Money Laundering (against accused no 1, 2, 12, 14, 19 and 22)**

**IN THAT** upon or about 24 April 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R33,745-50 was proceeds of unlawful activities or that it

formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R33,745-50 be deposited into Trimborn Agency bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 32:**      **Money Laundering (against accused no 1, 2, 12, 14, 19 and 22)**

IN THAT upon or about 10 May 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 16,862-66 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 16,862-66 be deposited into Bell Equipment bank account , and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 33:**      **Money Laundering (against accused no 1, 2, 12, 14, 19 and 22)**

IN THAT upon or about 23 May 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R109,758-61 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R109,758-61 be deposited into Yara SA bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 34:**            **Money Laundering** (against accused nos 1, 2, 12, 14, 16, 17 and 22)

IN THAT upon or about 30 May 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 14,546-61 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 14,546-61 be deposited into Bell Equipment's bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 35:**            **Money Laundering** (against accused nos 1, 2, 12, 14, 16, 17 and 22)

IN THAT upon or about 30 May 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 7,292-40 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R7,292-40 be deposited into Natal Arial's bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 36:**            **Money Laundering** (against accused nos 1, 2, 12, 14, 16, 17 and 22)

IN THAT upon or about 30 May 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain

property, to wit: an amount of R 10 506.30 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 10 506.30 be deposited into UCL bank account , and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Alternative to Count no 36: Assisting another to benefit from the proceeds of unlawful activities. (against accused nos 12, 16, 17 and 22)**

IN THAT upon or about 30 May 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 10 506.30 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 10 506.30 be deposited into UCL bank account , and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 37: Money Laundering (against accused nos 2, 12, 14, 16, 17 and 22)**

IN THAT upon or about 30 May 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 7 714.44 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 7 714.44 be deposited into Variquip CC bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Alternative to Count 37:     Assisting another to benefit from the proceeds of unlawful activities. (against accused nos 12,16, 17 and 22)**

IN THAT upon or about 30 May 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully assisted, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 7714,44 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 7714,44 be made available to Sipho Shabalala and Beatrice Ntombenhle Shabalala through Variquip CC bank account, and that this agreement and arrangement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 38:             Money Laundering (against accused nos 2, 12, 14, 16, 17 and 22)**

IN THAT upon or about 30 May 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 5 768.40 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 5 768.40 be deposited into Gap Chemicals bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Alternative to Count 38:     Assisting another to benefit from the proceeds of unlawful activities. (against accused nos 12,16, 17 and 22)**

IN THAT upon or about 30 May 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully assisted, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R5,768-40 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R5,768-40 be made available to Sipho Shabalala and Beatrice Ntombenhle Shabalala through Gap Chemicals bank account, and that this agreement and arrangement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 39:      Money Laundering (against accused nos 2, 12, 14, 16, 17 and 22)**

IN THAT upon or about 30 May 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 10 136. 88 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 10 136. 88 be deposited into Community Watch bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Alternative to Count 39:      Assisting another to benefit from the proceeds of unlawful activities. (against accused nos 12,16, 17 and 22)**

IN THAT upon or about 30 May 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully assisted, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 10 136. 88 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 10 136. 88 be made available to Sipho Shabalala and

Beatrice Ntombenhle Shabalala through Community Watch bank account, and that this agreement and arrangement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 40:            Money Laundering (against accused nos 2, 12, 14, 16, 17 and 22)**

IN THAT upon or about 18 July 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 5 068.44 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 5 068.44 be deposited into Community Watch bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Alternative to Count 40:    Assisting another to benefit from the proceeds of unlawful activities. (against accused nos 12,16, 17 and 22)**

IN THAT upon or about 18 July 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully assisted, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R5 068.44 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R5 068.44 be made available to Sipho Shabalala and Beatrice Ntombenhle Shabalala through Community Watch bank account, and that this agreement and arrangement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 41:            Money Laundering (against accused nos 2, 12, 14, 16, 17 and 22)**

IN THAT upon or about 02 August 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 5 068.44 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 5 068.44 be deposited into Community Watch account , and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Alternative to Count 41:            Assisting another to benefit from the proceeds of unlawful activities. (against accused nos 12,16, 17 and 22)**

IN THAT upon or about 02 August 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully assisted, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R5 068.44 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R5 068.44 be made available to Sipho Shabalala and Beatrice Ntombenhle Shabalala through Community Watch bank account, and that this agreement and arrangement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 42:            Money Laundering (against accused nos 2, 12, 14, 16, 17 and 22)**

IN THAT upon or about 02 August 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 37 314.00 was proceeds of unlawful activities or that it

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formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 37 314.00 be deposited into Trirnborn Agency bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Alternative to Count 42:     Assisting another to benefit from the proceeds of unlawful activities. (against accused nos 12,16, 17 and 22)**

IN THAT upon or about 02 August 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully assisted, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R37 314.00 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R37 314.00 be made available to Sipho Shabalala and Beatrice Ntombenhle Shabalala through Trirnborn Agency bank account, and that this agreement and arrangement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 43:             Money Laundering (against accused nos 2, 12, 14, 17, 18 and 22)**

IN THAT upon or about 02 August 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R14 140.00 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R14 140.00 be deposited into Electron Technical Agencies bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Alternative to Count 43:     Assisting another to benefit from the proceeds of unlawful activities.(against accused nos 12, 17, 18 and 22)**

IN THAT upon or about 02 August 2007, and at or near DURBAN , in the district of DURBAN, the accused unlawfully assisted, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R14 140.00 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R14 140.00 be made available to Sipho Shabalala and Beatrice Ntombenhle Shabalala through Electron Technical Agencies bank account, and that this agreement and arrangement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 44:     Money Laundering (against accused nos 2, 12,14, 17, 18 and 22)**

IN THAT upon or about 09 July 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 9 553.09 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 9 553.09 be deposited into Variquip CC bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Alternative to Count 44:     Assisting another to benefit from the proceeds of unlawful activities. (against accused nos 12, 17, 18 and 22)**

IN THAT upon or about 09 July 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully assisted, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R9 553.09 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R9 553.09 be made available to Sipho Shabalala and Beatrice Ntombenhle Shabalala through Variquip CC bank account, and that this agreement and arrangement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 45:      Money Laundering (against accused nos 2, 12, 14, 17, 18 and 22)**

IN THAT upon or about 09 July 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 4 000.00 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 4 000.00 be deposited into Bell Equipment bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence

**Alternative to Count 45:      Assisting another to benefit from the proceeds of unlawful activities. (against accused nos 12, 17, 18 and 22)**

IN THAT upon or about 09 July 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully assisted, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 4 000.00 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 4 000.00 be made available to Sipho Shabalala and Beatrice

Ntombenhle Shabalala through Bell Equipment bank account, and that this agreement and arrangement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 46: Money Laundering (against accused nos 2, 12, 14, 17, 18 and 22)**

IN THAT upon or about 10 July 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 3 398.00 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 3 398.00 be deposited into Martin's Plumbing bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Alternative to Count 46: Assisting another to benefit from the proceeds of unlawful activities. (against accused nos 12, 17, 18 and 22)**

IN THAT upon or about 10 July 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully assisted, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 3 398.00 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 3 398.00 be made available to Sipho Shabalala and Beatrice Ntombenhle Shabalala through Martin's Plumbing bank account, and that this agreement and arrangement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 47:      Money Laundering (against accused nos 2, 12, 14, 17, 18 and 22)**

IN THAT upon or about 10 July 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 3 555.00 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 3 555.00 be deposited into Yara SA bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Alternative to Count 47:      Assisting another to benefit from the proceeds of unlawful activities. (against accused nos 12, 17, 18 and 22)**

IN THAT upon or about 10 July 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully assisted, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 3 555.00 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 3 555.00 be made available to Sipho Shabalala and Beatrice Ntombenhle Shabalala through Yara SA bank account, and that this agreement and arrangement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 48:      Money Laundering (against accused nos 2, 12, 14, 17, 18 and 22)**

IN THAT upon or about 10 July 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 6 093.99 was proceeds of unlawful activities or that it

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formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 6 093.99 be deposited into UCL bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Alternative to Count 48:     Assisting another to benefit from the proceeds of unlawful activities. (against accused nos 12, 17, 18 and 22)**

IN THAT upon or about 10 July 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully assisted, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 6 093.99 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 6 093.99 be made available to Sipho Shabalala and Beatrice Ntombenhle Shabalala through UCL bank account, and that this agreement and arrangement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 49:     Money Laundering (against accused nos 2, 12, 14, 17, 18 and 22)**

IN THAT upon or about 10 July 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 2 017.00 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 2 017.00 be deposited into Electro Technical Agencies bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Alternative to Count 49:     Assisting another to benefit from the proceeds of unlawful activities. (against accused nos 12, 17, 18 and 22)**

IN THAT upon or about 10 July 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully assisted, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 2 017.00 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 2 017.00 be made available to Sipho Shabalala and Beatrice Ntombenhle Shabalala through Electro Technical Agencies bank account, and that this agreement and arrangement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 50:             Money Laundering (against accused nos 2, 12, 14, 17, 18 and 22)**

IN THAT upon or about 10 July 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 2 370.00 was proceeds of unlawful activities or that it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 2 370.00 be deposited into Umgeni Water bank account, and that this agreement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Alternative to Count 50:     Assisting another to benefit from the proceeds of unlawful activities. (against accused nos 12, 17, 18 and 22)**

IN THAT upon or about 10 July 2007, and at or near DURBAN, in the district of DURBAN, the accused unlawfully assisted, whilst they knew or ought reasonably to have known that certain property, to wit: an amount of R 2 370.00 was proceeds of unlawful activities or that

it formed part of the proceeds of unlawful activities to wit corruption, agreed and arranged that an amount of R 2 370.00 be made available to Sipho Shabalala and Beatrice Ntombenhle Shabalala through Umgeni Water bank account, and that this agreement and arrangement had the effect of concealing or disguising the nature, source, location, disposition or movement of that money or the ownership thereof and/or removing or diminishing such money, which was acquired as a result of the commission of an offence.

**Count no 51:** **Failing to comply with the Public Finance Management Act (PFMA) (against accused no 7 only)**

IN THAT upon or about 24 March 2005 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, the accused unlawfully and wilfully, failed to prevent unauthorised, irregular and/or fruitless and wasteful expenditure or prevent losses resulting from criminal conduct.

**Count no 52:** **Failing to comply with the Public Finance Management Act (PFMA) (against accused no 3 only)**

IN THAT upon or about 17 November 2006 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, the accused unlawfully and wilfully, failed to prevent unauthorised, irregular and/or fruitless and wasteful expenditure or prevent losses resulting from criminal conduct.

**Count no 53:** **Failing to comply with the Public Finance Management Act (PFMA) (against accused no 3 only)**

IN THAT during October 2006 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, the accused unlawfully and wilfully, failed to prevent unauthorised, irregular and/or fruitless and wasteful expenditure or prevent losses resulting from criminal conduct.

**Count no 54:**      **Failing to comply with the Public Finance Management Act**  
**(against accused no 8 only)**

**IN THAT** upon or about 13 December 2007 and at or near PIETERMARITZBURG in the district of PIETERMARITZBURG, the accused unlawfully and wilfully, failed to prevent unauthorised, irregular and/or fruitless and wasteful expenditure or prevent losses resulting from criminal conduct.

**ADV C.S. MLOTSHWA**  
**ACTING DIRECTOR OF PUBLIC PROSECUTIONS**  
**KWAZULU-NATAL**

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## SUMMARY OF SUBSTANTIAL FACTS IN TERMS OF SECTION 144(3)(a) OF ACT 51 OF 1977

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### A. LEGAL BACKGROUND

The Prevention of Organised Crime Act, Act 121 of 1998 (hereinafter referred to as "the Act") defined in section 2 various criminal offences with regard to racketeering;

The Act defines an "enterprise" as "including any individual, partnership, corporation, association, or other juristic person or legal entity, and any union or group of individuals associated in fact, although not a juristic person or legal entity",

The Act defines the conduct or direct or indirect participation in the conduct of the affairs of an Enterprise's affairs through a pattern of racketeering activity (whilst managing or being employed by or associated with an Enterprise), as a criminal offence,

The Act provides that a person who manages the operations or activities of an Enterprise and who knows or ought reasonably to have known that a person employed by or associated with the Enterprise conducts or participates in the conduct, directly or indirectly of the Enterprise's affairs through a pattern of racketeering, is guilty of an offence;

The State alleges that Accused nos 1, 2, 3 and 4 were, during the relevant period were associated in fact and thus formed an Enterprise as defined in Section 1 of the Act and as intended in Sections 2(1)(e) and (f);

The State alleges that all the accused and other persons known and unknown to the State, were directly or indirectly involved in the Enterprise or conducted or participated in the conduct of the Enterprise through a pattern of racketeering activities and/or managed the

enterprise while knowing or whilst they ought reasonably to have known that the Enterprise was being conducted through a pattern of racketeering activities.

## **B. THE ENTERPRISE**

The Enterprise, by means of its managers, members, employees, associates, and persons involved therein, whether known or unknown, commenced the planned, ongoing, continuous or repeated participation or involvement inter alia the following offences in order to achieve the purpose and aim of the Enterprise: **Fraud, Corruption and Money Laundering**

The management of the Enterprise was conducted by accused nos. 1, 2, 3 and 4.

The members of the Enterprise are inter alia, the following people:

**Accused no 1:** He is the Director at Intaka Investments (Pty) Ltd (accused 19), and a shareholder of Skyros Medical Suppliers (Pty) Ltd. He was a leader and/or co-manager and the controlling mind of the Enterprise, and functioned as its primary decision maker and planner.

**Accused no 2:** He is Shareholder of accused no 23, Blue Serenity and at the time of commission of the alleged offences, employed by the Provincial Department of Treasury as the Head of Department ("HOD") and the accounting officer of the Department for the purposes of the Public Finance Management Act, No 1 of 1999 ("the PFMA"). He was one of the managers of the Enterprise. He together with accused nos 3 and 13 facilitated the approval of deviations from the normal procurement and/or tender processes in order for accused nos 1, 9 and 19 to succeed in obtaining the tender from Department of Local Government, Traditional Affairs and Housing.

**Accused no 3:** She was the Head of Department of Health KwaZulu-Natal, and the accounting officer of the Department for the purposes of the Public Finance Management

Act, no 1 of 1999 ("the PFMA"). She was also a manager of the Enterprise together with accused nos. 1, 2 and 4.

**Accused no 4:** She was the Minister of Health in the KwaZulu-Natal Provincial Government, and was also a manager of the Enterprise together with accused nos 1, 2, and 3. She participated during the commission of counts nos 4, 6, 7, 27 and 28.

**Accused no 5:** He was the Head of the Supply Chain Management ("SCM") Unit, at the Department of Health, and was responsible for procurement in the Department. He participated in the conduct of the Enterprise and was either directly or indirectly involved therein. He participated during the commission of counts nos 6 and 7.

**Accused no 6:** He was the Chief Financial Officer ("CFO") of the Department of Health, and was responsible for all financial matters of the Department. He participated in the conduct of the Enterprise and was either directly or indirectly involved herein. He participated during the commission of counts nos 6 and 7.

**Accused no 7:** He was the Head of the Department of Health during March 2004 to 31 December 2005 and the accounting officer of the Department for the purposes of the Public Finance Management Act, no 1 of 1999 ("the PFMA"). He participated in the conduct of the Enterprise and was either directly or indirectly involved herein and/or was employed by the Enterprise. He participated during the commission of counts nos 3, 10 and 51.

**Accused no 8:** She was the Head of Department of Health KwaZulu-Natal, and the Accounting Officer of the Department for the purposes of the Public Finance Management Act, no 1 of 1999 ("the PFMA"). She participated in the conduct of the Enterprise and was either directly or indirectly involved herein. He participated during the commission of counts nos 7 and 52.

**Accused no 9:** was the director of accused no 19 at the time of the commission of the offences. He is also a Uruguayan national and a long-time associate of accused no 1. He

acted as a manager of Intaka Investments (Pty) Ltd and "Chief Operations Officer, Water and Gas". He participated in the conduct of the Enterprise and was either directly or indirectly involved herein. He participated during the commission of counts nos 4, 5 and 7.

**Accused no 10:** He was employed as Marketing and Sales Manager at an entity trading at the time as Grotto Defrancheschi (Pty) Ltd ("Grotto"). This company specialised in the manufacture of stainless steel tanks, primarily for use in the winemaking industry. However, in 2005 Grotto entered into a business relationship with Intaka in terms of which it co-developed and manufactured water purification plants for Intaka under their trade name of "Wataka". He was responsible for the Intaka business until he resigned in January 2007 to take up employment at accused no 4's business, Imvusa Stainless. He participated in the conduct of the Enterprise and was either directly or indirectly involved herein.

**Accused no 11:** He was employed at Grotto until he was retrenched in July 2006. He subsequently set up his own business styled Imvusa Stainless ("Imvusa"). The business operated through a close corporation called Imvusa Stainless CC, of which he was the sole member at the relevant time. This entity was incorporated on 11 July 2006 and originally named Imvusa Trading 1319. accused no 4 was also subsequently appointed as a member on 26 March 2007. accused no 4, on behalf of Imvusa, supplied one of the quotations which form part of the fraud charge described below. He participated in the conduct of the Enterprise and was either directly or indirectly involved herein.

**Accused no 12:** He was an Attorney, and director of Kuboni and Shezi Attorneys and Conveyancers, accused no 22, in Durban, KwaZulu-Natal. He participated in the conduct of the Enterprise and was either directly or indirectly involved herein. He participated in the conduct of the Enterprise and was either directly or indirectly involved herein. He participated during the commission of offences referred to in count nos 23,25, 26, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42.

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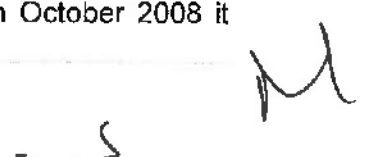
**Accused no 13:** He was the Minister of Local Government, Traditional Affairs and Housing in the KwaZulu-Natal Provincial Government. He participated in the conduct of the Enterprise and was either directly or indirectly involved herein. He participated in the conduct of the Enterprise and was either directly or indirectly involved herein. He participated during the commission of offences referred to in count nos 8, 18, 22 and 24.

**Accused no 14:** She is the wife of accused no 2 and a co-directors of Skyros Medical Suppliers (Pty) Ltd, accused no 21 with accused no 1 and a 50% shareholder with her husband, Sipho Shabalala, accused no 2 at Blue Serenity Investment (Pty) Ltd. She participated in the conduct of the Enterprise and was either directly or indirectly involved herein. She participated during the commission of offences referred to in count nos 23, 25, 26, 29, 30, 31, 32, 33, 34, 35, and 36.

**Accused no 15:** He is the sole shareholder of Rowmoor Investments 738 (Pty) Ltd. He was a personal friend of accused no 4. He participated in the conduct of the Enterprise and was either directly or indirectly involved herein. He participated in the conduct of the Enterprise and was either directly or indirectly involved herein. He participated during the commission of offences referred to in count nos 27 and 28.

**Accused nos 16, 17 and 18:** They were also the Directors of accused no 22. They participated in the conduct of the Enterprise and were either directly or indirectly involved herein. They participated in the conduct of the Enterprise and was either directly or indirectly involved herein. They participated during the commission of offences referred to in count nos 34 to 50.

**Accused no 19:** Intaka Investments was incorporated in August 2003 with registration No 2003/021018/07. Although the entity's name has changed from time to time, its registration number has remained the same. It was originally styled Intaka Investments (Pty) Ltd t/a Intaka Tech(Pty) Ltd, by which name it was known at the time of the offence described below. In May 2007 it changed its name to Intaka Tech (Pty) Ltd and in October 2008 it



again changed its name to Intaka Holdings (Pty) Ltd. The entity is currently registered under this name. Accused no 19 was accordingly a **corporate body** as contemplated in **section 332** of the Criminal Procedure Act 51 of 1977 ("the CPA"). The accused is represented by accused no 1.

**Accused no 20:** The accused is a legal entity incorporated in terms of the company laws of the Republic of South Africa with its registered offices situated at No. 1 Thibault Square, Cape Town. The sole shareholder is Lindelihle Mkhwanazi (accused no 15) and was used inter alia for laundering money.

**Accused no 21:** Is a corporate body within the meaning of section 332 of Act 51 of 1977, and is represented by accused nos 1 and 14.

**Accused no 22:** Is a corporate body within the meaning of section 332 of Act 51 of 1977, and is represented by accused nos 12, 16, 17 and 18 was used inter alia for laundering money for the benefit of the Enterprise.

**Accused no 23:** Is a corporate body within the meaning of section 332 of Act 51 of 1977, and is represented by accused nos 12, 16, 17 and 18 was used inter alia for laundering money.

### **THE OBJECTS OF THE ENTERPRISE**

The purpose of the criminal Enterprise were the following:

1. To defraud KwaZulu-Natal government departments;
2. To acquire money for the criminal Enterprise;
3. To enrich the members of the criminal Enterprise; and
4. To maintain the Enterprise and its members out of the proceeds.

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1.

During 2000 accused no 1 bought a 50% share of what was called Shamwari Holdings, transforming same into what became known as the Mantis Collection, a group of luxury hotels and lodges, including Shamwari, Sanbona, Steenberg and Jock.

2.

Due to the extent of his investments in the country, accused no 1 and his family were granted permanent residence status in South Africa.

3.

In 2003 accused no 1 was invited to attend a meeting of the President's International Investment Council which took place at the Steenberg Estate in Cape Town.

4.

At the aforementioned meeting accused no 1 met and had discussions with a number of ministers, *inter alia*, the then Minister Phumzile Mlambo-Ngcuka, the then Minister Alec Erwin, Minister Trevor Manuel, Mr Alistair Ruiters and Mr Rafiq Bagus who was then Minister Erwin's Special Advisor.

5.

Subsequent to the said meeting and with the assistance of Mr Rafiq Bagus, accused no 1 made contact with the relevant persons in Department of Trade and Industry, KwaZulu-Natal as well as the KwaZulu-Natal Provincial Government.

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6.

Subsequent to having made contact with relevant persons within the KwaZulu-Natal Provincial Government, accused no 1 became aware that the KwaZulu-Natal Province was facing formidable challenges in relation to the provision of drinking water.

7.

Amongst the persons that accused no 1 made contact with in the KwaZulu-Natal Provincial Government was accused no 2 (Sipho Shabalala) who was at the time employed by the Provincial Department of Treasury as the Head of Department (HOD) and the Accounting Officer of the Department for the purposes of the Public Finance Management Act, No 1 of 1999 ("the PFMA") and a member of the African National Congress in the KwaZulu-Natal Province.

8.

During one of the meetings that were held by accused nos 1 and 2 together with other KwaZulu-Natal Provincial Government representatives in 2004, and prior to accused no 1 and accused no 19 doing business with the KwaZulu-Natal Provincial Government, accused no 2 asked for a 'donation' from accused no 1 for the African National Congress. Accused no 1 agreed to pay such a 'donation'.

9.

On the 4 March 2004, accused no 1 sent to accused no 2 an invitation for him and accused no 7 to visit several hospitals in Sao Paulo to view "Watakas" and "Oxyntakas" operating in the public health environment "Watakas" were water purification plants and "Oxyntakas" was the oxygen self-generating equipment.



10.

From 20 to 23 March 2004, accused no 1 and at accused no 19's cost and/or expense organised a fact-finding visit to South America, Sao Paolo and Rio de Janeiro for a delegation from KwaZulu-Natal to see for themselves how both self-generating oxygen units and water purification plants operated.

11.

The KwaZulu-Natal delegation included accused no 2, Dr Moyo-Ndwandwe, Mrs Ngema from Trade and Industry, KwaZulu-Natal, accused no 7, the then KwaZulu-Natal Department of Health and subsequently a Special Advisor to the National Minister of Health and Mr Rafiq Bagus.

12.

Accused no 1 paid for all the expenses which included travelling and accommodation of the delegation referred to in paragraph 11 *supra*, save for the travelling expenses of Mr Rafiq Bagus.

13.

Upon their return from South America on 23 March 2004 the delegation indicated to accused no 1 their interest in purchasing both the water purification plants as well as the self-generating oxygen units and that key persons would be accused nos 2 and 7.

14.

Accused no 1 advised accused no 2 on 24 March 2004 that he had booked accommodation for accused nos 2 and 7 for 27 March 2004 at the Steenberg Hotel, Cape Town. This gratification and/or benefit is the subject matter of count nos 9 and 10.



15.

On the same date, accused no 1 offered accused no 2 a hardwood flooring. This gratification and/or benefit is the subject matter of count nos 11 and 12.

16.

On 14 April 2004, accused no 2 furnished accused no 1 with accused no 14's personal detail for purposes of registering accompany with accused no 1.

17.

On the same date, accused no 2 advised accused no 1 that he had spoken to accused no 7 who had advised him that he, accused no 7 would move on both issues they had discussed by close of business the following day.

18.

On 20 April 2004, less than a month from the date of return from the South American fact-finding visit accused 14's, a wife of accused no 2 and accused no 1 formed and registered a company, accused no 21.

19.

On 11 May 2004, accused no 1 informed accused no 2 that the Oxygen Self Generating Unit "Oxyntaka" was ready for delivery and also advised accused no 2 that the documentation that was given before and after the important trip to Latin America also covered accused no 7's request and included a BEE offer, technical side, comparison and benefits between oxyntaka units and the current supply.



20.

On 21 May 2004, accused no 1 wrote to accused no 2 complaining, about Manana's comment that Professor, accused no 7, for the second time called her regarding the BEE in Oxyntaka.

21.

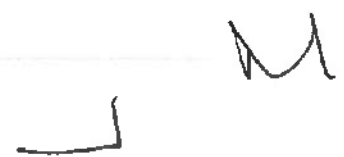
In the same letter accused no 1 referred no 1 referred to his letter dated 29 March where their commitment as Intaka with the BEE was stated. Accused no 1 further referred to their meetings in the Kingdom, Cape Town, Rio de Janeiro and Sao Paulo, making it clear that due to the potential of the business in the first stage in the Kingdom with 65 existing hospitals and the forecasted construction of 5 more this year, they considered giving 40% of the shareholding in "Oxyntaka" KZN to BEE 40% in order to add value.

22.

In the same letter accused no 1 further referred to his last meeting in the Kingdom at which he insisted in considering important accused nos 2 and 7's holding. Accused no 1 went further stating that he was forced to request accused no 2's guidance to avoid constant and unnecessary little obstacles.

23.

On 25 May 2004, accused no 1 wrote to accused no 2 informing him of the discussions he had with accused no 7 about his commitment to the BEE granting to the "Oxyntaka" KZN newco since the beginning 40% of the company to the BEE pool.

Handwritten signature and a large 'M' mark.

24.

On 25 February 2005, accused no 2 wrote to accused no1 asking him to let him know what assistance he could give him in order to facilitate further discussions on the water project. Accused no 2 further informed accused no 1 that he was having discussions with the Department of Health regarding additional "Oxyntakas" in KwaZulu-Natal.

25.

On 24 March 2005, accused no 7, the then Head of the Department of Health, KwaZulu-Natal signed a Lease Agreement on behalf of the Department of Health with accused no 1 on behalf of accused no 19. This was referred to as a 'pilot project'.

26.

As per the lease agreement referred to in paragraph 19 *supra*, the Department of Health, KwaZulu-Natal hired an Oxygen Self Generating Unit "Oxyntaka" from accused 19, Intaka Investments (Pty) Ltd, which was to be installed at Murchison Hospital, Port Shepstone at a monthly rental of R9.50 per kilogram of gas plus VAT, commencing on the 8 April 2005 until the last day of March 2010.

27.

As per the lease agreement referred to in paragraphs 19 and 20 *supra*, the Department of Health, KwaZulu-Natal had to pay insurance of about R980,000-00 to accused nos 1 and 19.

28.

The procurement procedures and/or supply chain management processes were not complied with prior to accused no 7 entering into the said lease with accused nos 1 and 19.

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29.

On 06 May 2005, accused no 1 wrote to accused no 9 and John Cerff and copied to Ridrigo Savoi, John, Rafique Bagus, Samora Biko, Sipho Gcabashe, Sipho Shabalala, Dries Portgieter, Yusuf Larney, Cesar da Alexandre and [bhendricks@mweb.co.za](mailto:bhendricks@mweb.co.za) informing them that accused nos 1 and 19 had obtained the patent for the transportable water treatment plant "Wataka" under patent No. 20003/9900 for 20 years, renewable for 10 years.

30.

On 11 May 2005, accused no 2 wrote to accused no 1 informing him that they had started their process to acquire the "Watakas" in the Province and that he would brief him as he had received some responses to the letters he had written.

31.

On 27 June 2005 accused no 1 sent to accused no 2 a letter titled "Wataka- Transportable Water Purification Plant", wherein he quoted an amount of R1, 935, 720 for the supply of one (1) x wataka 50, Transportable water purification plant. The amount was inclusive of VAT and Freight to Greytown.

32.

In the same letter mentioned in paragraph 25 *supra*, accused no 1 stated that he would await accused no 2's decision to issue the purchase order.

33.

On 4 July 2005, accused no 1 wrote to accused no 2 seeking his guidance on how to go forward on with the project for approximately 22 units.



34.

On 5 July 2005 accused no 1 sent to accused no 2 a document titled "Sales Price List "Wataka" Units with various Models.

35.

On the 6 July 2005, Alicia Marcus sent to Ms Khumbu Shabalala a letter entitled "Wataka" stating "Following the discussions between Mr Sipho Shabalala and Dr Gaston Savoi herewith we are enclosing the requested information to be forwarded to your Legal Department in order to prepare the contract".

36.

On 7 July 2005 Alicia Marcus personal Assistant to accused no 1 sent to Ms Khumbu Shabalala an electronic version of the Proposal to Supply Gas Generating Equipment and Water Purification to the KZN Province as per her request. The document was attached to this letter titled "Request for Proposals on Water Equipment" wherein he, *inter alia*, quoted an amount of R1, 965,000 ex works Cape Town excluding VAT for the supply of twenty two (22) x "Wataka" 50's.

37.

Accused no 13, the then MEC for Local Government Traditional Affairs and Housing, received a letter or memorandum on 17 July 2005. This letter or memorandum was dated 15 July 2005. Accused no 13 approved the process of awarding the order for the purchase of 22 water purification plants from accused nos 1 and 19.

38.

The said letter or memorandum referred to in paragraph 32 *supra*, argued, *inter alia*, for a company in Cape Town which had been liaising with Trade and Investment, KwaZulu-Natal

to be selected as a service provider to supply 22 water purification plants at a cost of R43,230,000-00.

39.

The said letter or memorandum further identified and/or recommended that it would be justified to fund the purchase of the said equipment; Water Purification Plants from the Poverty Alleviation Fund.

40.

On 10 October 2005, accused no 2 wrote a memorandum titled **"Proposal to Allocate R43 Million from Poverty Alleviation Fund to Department of Local Government and Traditional Affairs to Purchase Wataka Water Purification Plants"**.

41.

In the letter or memorandum referred to in paragraph 40 *supra*, accused no 2 motivated, *inter alia*, that accused nos 1 and 19 be granted the contract of supplying the 22 water purification plants and that the Poverty Alleviation Fund should be utilized for the purchase of the said water purification plants from accused nos 1 and 19.

42.

Accused no 1 also suggested in the same letter or memorandum that the Department of Local Government, Traditional Affairs and Housing must obtain a waiver of tender requirements approval from the Central Procurement Committee, with assistance from Treasury.

43.

Noteworthy is that the market had never been tested and there was no feasibility study conducted when these motivations for the appointment of accused nos 1 and 19 as service providers to supply the province with water purification plants.

44.

On 16 November 2005 Gumbi-Masilela sent a submission to the Chairperson of the Central Procurement Committee requesting a waiver of the tender procedures for the purchase of mobile purification plants.

45.

On 6 December 2005 accused no 2 sat in a meeting of the Central Procurement Committee and supported the recommendation for a waiver without disclosing, *inter alia*,

45.1

The partnership that existed between accused no 14, his wife, and accused no 1.

45.2

Receipt of gratification or benefit referred to in count nos 9, 10, 11, 12, 13 and 14

46.

On 5 June 2006 the Department of Local Government, Housing and Traditional Affairs issued order number N 642517 to accused no 19, Intaka Investments (Pty) Ltd in the amount of R44, 563, 636. 40 for purchase of 20 water purification plants.

47.

On 9 February 2007 an agreement was entered into between the Department of Local Government, Housing and Traditional Affairs and Intaka Investments, accused 19 for the supply of twenty (20) "wataka" model 50 water purification units in the amount of R44, 563, 636. 40.

48.

Accused no 12 issued on 14 February 2007 a false invoice on accused no 22's letterhead claiming an amount of R1, 053, 000 from accused no 19 for legal fees.

49.

On 12 March 2007 an on line payment by accused no 19 from account number 62106988150 in favour of accused no 22's Standard Bank account number 050871994 in the amount claimed by accused no 22 as per the said false invoice referred to in paragraph 48 *supra*.

50.

Accused no 12 conspired with accused nos 2 and 14 to make payments and launder the amount of R1, 053, 000 from accused nos 1 and 19 to accused nos 2 and 14's company, accused no 23 and/or its creditors.

51.

Accused no 12 and further conspired with accused no 2 and 14 to launder an amount of R606,886-06 which is the subject matter of counts 28 to 34 of the R1, 053, 000 from accused no 19.

52.

Accused no 12 left accused no 22 practice as an Attorney to become an Advocate of the High Court of South Africa, leaving behind accused nos 16, 17 and 18 as directors of accused no 22.

53.

Accused nos 16, 17 and 18 laundered an amount of R166,642-00 which is a subject matter of count nos 35 to 51.

54.

Accused no 1 had a number of meetings with accused no 3 as the Head of the Department of Health, KwaZulu-Natal and accused no 4 as the Provincial Minister of Health, KwaZulu-Natal.

55.

At some of the meetings that accused no 4 held with accused no 1, she was in the company of accused no 15; her personal friend.

56.

Accused no 5 wrote a memorandum on 6 October 2006 and this memorandum was recommended and approved by accused nos 6 and 3, respectively. The awarding of the tender order was based on that it urgent and emergency basis.

57.

The awarding of the order was preceded by an invitation and submission of three (03) quotations from the following entities, all based in the Western Cape to accused no 3 and/or her personal assistant:

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57.1

Imvusa Stainless (Pty) Ltd on 02 October 2006 signed by accused no 11;

57.2

Westpro Fluid Handling Systems (Pty) Ltd dated 29 September 2006 but was faxed on the 03 October 2006, signed by Ron Geddes.

58.

At the time when Imvusa Stainless (Pty) Ltd submitted its quotation, accused no 11 was the sole member.

59.

At the time when Westpro Fluid Handling Systems (Pty) Ltd submitted its quotation, Ronald Geddes, CJ Scott and D Meagan were active principals.

60.

Neither Imvusa Stainless (Pty) Ltd nor Westpro Fluid Handling Systems (Pty) Ltd were registered on the KwaZulu-Natal Provincial Suppliers Data base at the time.

61.

Accused no 1 provided accused no 3 a personal e-mail address with the names and contact details of Imvusa Stainless (Pty) Ltd and Westpro Fluid Handling Systems (Pty) Ltd on 25 September 2006.

62.

The Supply Chain Management Unit, whose duty it is to source quotations and procure goods and services, was never involved in this process.

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63.

On 02 October 2006, accused no 19 via Ashleigh Spencer, on behalf of accused 9 sent quotations to Ronald Geddes and accused no 11 of Westpro Fluid Handling Systems (Pty) Ltd and Invusa Stainless (Pty) Ltd respectively. These quotations are identical to those subsequently sent to accused no 3 by accused no 11 and Ronald Geddes.

64.

The Department's Infrastructure Component was not involved in the sourcing of the suitable service provider and was only made aware of the same when instructed by the Head of Department, accused no 3 to issue the order to accused no 19 on 29 November 2006.

65.

On 30 November 2006 an order of two (02) water purification plants "watakas" for Appelbosch and Rietvlei hospitals was made by accused no 3 from accused nos 1 and 19, Intaka Investments (Pty) Ltd, at a cost of R4, 980,000.00 per plant.

66.

The order of the two water purification plants was made without compliance with the procurement requirements.

67.

The plants that were installed at Rietvlei and Appelsbosch were supplied by Grotto (Pty) Ltd to accused nos 1 and 19 at a cost of between R412,000-00 and R475,000-00 per plant and an additional R250,000-00 for transport and commissioning.

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68.

On 20 August 2007 accused nos 15 and 20 submitted an invoice for an amount of R500, 000.00 for marketing sale of water purification plant for Appelsbosch Hospital, and payment by accused 19 was made on the 30 August 2007.

69.

On 24 August 2007 accused nos 15 and 20 submitted another invoice for an amount of R500, 000.00 for marketing sale of water purification plant for Rietvlei Hospital and payment by accused 19 was made on the 23 November 2007.

70.

The marketing and sale took place on or prior to 6 October 2006 and accused no 20 was only registered on 26 March 2007. Accused no 20 and/or its sole principal, accused no 15, Lindelihle Mkhwanazi never provided marketing of water and purification plants referred in paragraphs 68 and 69 *supra*.

71.

The only persons who were interacting with accused no 1 prior to the sale of water purifications for Rietvlei and Appelbosch Hospitals were accused no 3 and 4 respectively.

72.

Accused no 19 received a tender awarded for the "On site manufacturing and delivery of bulk medical air and oxygen for clinical use at Provincial Hospitals of the Department of Health, KwaZulu-Natal".

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73.

The awarding of the tender was preceded by the compilation of a Bid Specification Document which was prepared by Westwood of the KwaZulu-Natal Department of Health Infrastructure Development Component.

74.

In developing the Bid Specification Document Westwood used a document prepared by the Western Cape Department of Health as a starting point, making necessary changes to the document so that it was relevant for KwaZulu-Natal Department of Health.

75.

A number of changes were made to the Bid Specification Document referred to in paragraph 68, supra, as a result of collusion between accused nos 1 and 3, who manipulated the process in the interests of accused no 19, whilst shaving off other potential bidders.

76.

The Bid Specification Document was changed based on correspondence between accused nos 1 and 3, prior to the tender being advertised.

77.

The final Bid Specification Document was presented to the Departmental Bid Specification Committee on 30 November 2006 and was reported in the Bid for Ratification.

78.

The Bid for Ratification was approved by accused no 3 on 7 December 2006 shortly after her final personal communication with accused no 1 on 29 November 2006 relating to changes to the Bid Specification Document.

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79.

On 28 February 2007, accused no 5 sought authority from accused no 3 for the formation of a Tender Committee to evaluate the technical aspect of the Bid before submission to the Bid Evaluation Committee.

80.

On 23 March 2007, Halvey of Technical Support Services, Northern Cape Department of Health did a presentation to the Technical Evaluation Committee (TEC). The TEC recommended a full investigation into monthly consumptions of medical oxygen and authority for Halvey to be part of the said investigations.

81.

On 3 May 2007 the Technical Committee comprising of Westwood and Halvey did a presentation to the Bid Evaluation Committee and it was inter alia resolved that sites needed to be prepared and registered with MCC and Bidders need to supply certification that they are ISO 1003 compliant.

82.

The Bid Evaluation Committee recommended that the bid be awarded to accused no 1 and 19 for all hospitals for four (4) phases.

83.

On 28 May 2007, the Bid Appeals Committee did not accept the recommendations of the Bid Evaluation Committee to award the bid to accused nos 1 and 19 and sought clarity on a number of issues including confirmation of compliance with ISO 10083 and clear reasons as to why companies were eliminated.

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84.

Westwood advised the Bid Appeals Committee referred to in paragraph 75 *supra*, that he had determined that oxygen is considered a registered medicine and must be registered with the MCC.

85.

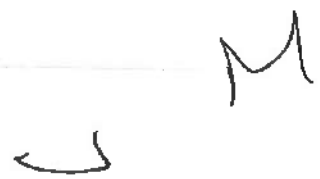
The Bid Evaluation Committee meeting of 29 May 2007 recommended that the matter be referred to the Accounting Officer as the Bid Evaluation Committee was abiding by the decision of the Technical Committee and decision of the Bid Evaluation Committee of the 03 May 2007 that sites needed to be prepared and registered with MCC and Bidders need to supply certification that they are ISO 1003 compliant.

86.

On 4 June 2007, the Bid Appeals Committee was informed by accused no 6 that accused no 5 had submitted a letter that accused nos 1 and 19 did comply with ISO 10083. On the basis of this submission by accused no 6, the Bid Appeals Committee approved that the tender be awarded to accused nos 1 and 19 subject to either the production of the ISO compliance certificate or the provision of a letter detailing the extent of compliance with ISO.

87.

A submission was thereafter prepared and submitted to the Bid Appeals Committee on 25 June 2007, which was approved by accused no 6 on 26 June 2007 and validated on the same day by accused no 3. In terms thereof it was recommended that the tender be awarded to accused no 19 who was "the only bidder who fully complied with the specifications".

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88.

Subsequent to the awarding of the tender to accused nos 1 and 19, an appeal was lodged and an appeal was held on the 20 August 2007. The Chairman of the Bids Appeal Tribunal and/or the members of the Bids Appeal Tribunal did not take into consideration a letter addressed to Mr Francis, Chairman of the Bids Appeal Tribunal, dated 14 August 2007 from one of the Appellants, Myriad Medical.

90.

Accused nos 1 and 19 failed to disclose to the Bids Appeal Tribunal on 20 August 2007 that there were investigations against them by the DSO which had commenced in November 2006.

91.

The Bids Appeal Tribunal recommended to the Minister of Finance and Economic Development, Dr Zweli Mkhize to reject the appeals and confirm the decision of the Department of Health to award the tender to accused nos 1 and 19.

92.

The secretariat of the Bids Appeal Tribunal falls under the Provincial Treasury and the Bids Appeal Tribunal sent their findings to accused no 2 on 23 August 2007 who like accused no 3 had a personal relationship with accused no 1.

93.

On 24 August 2007, accused no 2 sent an sms to accused no 1 advising him as follows, "Amigo hearing went very well. Expecting results early next week".

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94.

Prior to an Agreement being signed between the Department of Health and accused nos 1 and 19, a number of issues arose which were not sufficiently dealt with or finalized by both accused nos 3 and 8.

95.

Concerns in respect of ISO 10083, SABS specifications and registration with the MCC raised by a group of Departmental Anaesthesiologists.

96.

Concerns in respect of MCC registration, Oxygen Peak Flow, a Passive backup system and ISO 10083 compliant, raised by the Departments Legal Services.

97.

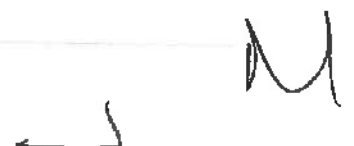
On 13 December 2007 an agreement was signed by accused no 8 on behalf of the Department and accused no 9 on behalf of accused nos 1 and 19.

98.

Accused no 8 signed the agreement despite inconsistencies and/or discrepancies between the Bid Specification Document and the Agreement, in that:

99.

The Bid Specification Document Part B provided the bidders with "an average monthly consumption (kg)" for each hospital. Whilst the Agreement referred to "minimum usage", "minimum rental" and "proportional rental".



100.

Schedule to Annexure B to the Agreement to be completed for each hospital consisted of one page only and was not completed reflecting relevant quantities and amounts, at the time the Agreement was signed.

101.

Schedule to Annexure B that has been signed by both parties to the Agreement for Benedictine Hospital has made provision for a "guaranteed minimum usage" per month, whilst the Bid Specification Document states that "All payments shall be made to the contractor, monthly in arrears based on the amount of kilograms consumed".

102.

Accused no 4 was present at the Inkosi Albert Luthuli Hospital on 13 December 2007 when the Agreement was signed.

103.

On 14 December 2007, accused no 4 sent the following sms to accused no 1, "Doc! The contract was signed yesterday although your guys were not happy with maintenance and few other things buy they were crushed because of what was reflected in the bid document. Next time we'll have to be more careful and perhaps u need to cancel the donation since u r losing on maintenance, what do u suggest? Peggy".

104.

The Department of Health has paid AFROX R2, 348,980-00 for the provision of backup from the date of commissioning of the 23 "Oxyntakas" commissioned by accused 19. The backup costs should have been for accused no 19's account.

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## LIST OF WITNESSES

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- |     |                           |                               |
|-----|---------------------------|-------------------------------|
| 1.  | Lt Colonel Piet Du Plooy  |                               |
| 2.  | Colonel Jones             |                               |
| 3.  | Trevor White              | PwC                           |
| 4.  | Sibongile Maryline Zungu  | Care of Investigating Officer |
| 5.  | Antony Charles Gerrans    | Care of Investigating Officer |
| 6.  | Charles John Denzil Scott | Care of Investigating Officer |
| 7.  | David Meagan              | Care of Investigating Officer |
| 8.  | Kobus Demeyer Roelofse    | Care of Investigating Officer |
| 9.  | Phillipus Du Toit Haywood | Care of Investigating Officer |
| 10. | Steven Robin Reece        | Care of Investigating Officer |
| 11. | Derek Barrett             | Care of Investigating Officer |
| 12. | Douglas Quinton Van Wyhe  | Care of Investigating Officer |
| 13. | Navinkumar Dookie         | Care of Investigating Officer |
| 14. | Vusi Elvis Mbatha         | Care of Investigating Officer |
| 15. | Zakhele Sibonelo Ndlovu   | Care of Investigating Officer |
| 16. | Thokozani Clement Mbatha  | Care of Investigating Officer |



17.	Derrick Goge	Care of Investigating Officer
18.	Mbuso Mchunu	Care of Investigating Officer
19.	Robin Gareth Westwood	Care of Investigating Officer
20.	Glenda Missing	Care of Investigating Officer
21.	Keith Flack	Care of Investigating Officer
22.	Gerrard Van Der Merwe	Care of Investigating Officer
23.	Busisiwe Ndaba	Care of Investigating Officer
24.	Michael Scott	Care of Investigating Officer
25.	Prasheeka Padayachee	Care of Investigating Officer
26.	Andile Zondo	Care of Investigating Officer
27.	Samantha Cheatle	Care of Investigating Officer
28.	Natasha Pillay	Care of Investigating Officer
29.	Balindile Perseverance Xulu	Care of Investigating Officer
30.	Roger Burns	Care of Investigating Officer
31.	Caesar Alexandra	Care of Investigating Officer
32.	Lucille Welgemoed	Care of Investigating Officer
33.	Vincent Halvey	Care of Investigating Officer
34.	Nozipho Mthembu	Care of Investigating Officer

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105.

The KwaZulu-Natal Department of Health approved and advertised a Bid document and entered into an agreement that was manipulated from the outset and that potentially cost the Department approximately R99,843.180-00 over a five year period as a result of the conspiracy between accused nos1, 3, 4, 5, 6, 8 and 19.

106.

At all times material hereto the accused, together and/or together with other persons known and unknown to the State, acted in furtherance of a common purpose to commit the offences set out in the indictment.



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35.	Reka Deonundhan	Care of Investigating Officer
36.	Malcom Peters	Care of Investigating Officer
37.	Sally Crichton	Care of Investigating Officer
38.	Dave Gooden	Care of Investigating Officer
39.	Van Reenen	Care of Investigating Officer
40.	Sherlene Moonsamy	Care of Investigating Officer
41.	Thomas De Scally	Care of Investigating Officer
42.	Linda Mvuyane	Care of Investigating Officer
43.	Joelene Pandaram	Care of Investigating Officer
44.	WD Khanyile	Care of Investigating Officer
45.	DN Nkosi	Care of Investigating Officer
46.	NP Diadla	Care of Investigating Officer
47.	Masilela - Gumbi	Care of Investigating Officer
48.	Kantha Padayachee	Care of Investigating Officer
49.	Mathew Francis	Care of Investigating Officer
50.	Joelene Pandaram	Care of Investigating Officer
51.	Nozipho Mthembu	Care of Investigating Officer
52.	Magaret Kruger	Care of Investigating Officer
53.	Folani Wilson Khomo	Care of Investigating Officer
54.	Alvina Matsau	Care of Investigating Officer

55.	Victor Fernandez	Care of Investigating Officer
56.	Maxwell Mbongeni Mhlongo	Care of Investigating Officer
57.	Sibongiseni Zungu	Care of Investigating Officer
58.	Doctor A Sewalal	Care of Investigating Officer
59.	Sally Crichton	Care of Investigating Officer
60.	Mr Rampanath	Care of Investigating Officer
61.	Sanjay Singh	Care of Investigating Officer
62.	S C Nduli	Care of Investigating Officer
63.	Heinz Kuhn	Care of Investigating Officer
64.	R Baldie	Care of Investigating Officer
65.	P Ramlall	Care of Investigating Officer
66.	Andre Evett	Care of Investigating Officer
67.	Stefan Oosthuisen	Care of Investigating Officer
68.	Alicia Marcos	Care of Investigating Officer
69.	Raoul de Lange	Care of Investigating Officer
70.	Malcom Peters	Care of Investigating Officer
71.	Reka Deonundhan	Care of Investigating Officer
72.	Michele King	Care of Investigating Officer
73.	Linda Mvuyane	Care of Investigating Officer
74.	John Johnson	Care of Investigating Officer
75.	Michelle Olckers	Care of Investigating Officer
76.	Tracey Lee Dutton/Ward	Care of Investigating Officer

- |                       |                               |
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| 77. Michael Erasmus   | Care of Investigating Officer |
| 78. Sarah Drake       | Care of Investigating Officer |
| 79. Adriaan Laubscher | Care of Investigating Officer |



# 18



**AUTHORISATION IN TERMS OF SECTION 2(4) OF THE  
PREVENTION OF ORGANISED CRIME ACT, ACT 121 OF 1998**

**THE STATE VERSUS:**

1. Gaston Savoi
2. Sipho Derrick Shabalala
3. Busisiwe Muriel Nyembezi
4. Peggy Yoliswa Nkonyeni
5. Victor Ntshangase
6. Alson Sipho Saribiyane Buthelezi
7. Ronald Green-Thompson Winston
8. Yolisa Lulama Mbele
9. Fernando Praderi
10. Annsano Romani
11. Donald Keith Miller
12. Sandile Kuboni
13. Michael Mabuyakhulu
14. Beatrice Ntombenhle Shabalala
15. Lindelihle Mkhwanazi
16. Nozibele Priscilla Phindela
17. Jabulani Langelihle Thusi
18. Ian Buhlebakhe Blose

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19. Intaka Holdings (Pty) Ltd
20. Rowmoor Investments 738 (Pty) Ltd
21. Skyros Medical Suppliers (Pty) Ltd
22. Kuboni & Shezi Attorneys
23. Blue Serenity Investments (Pty) Ltd

I, **MENZI SIMELANE**, National Director of Public Prosecutions of South Africa, do hereby, in terms of section 2(4) read with sections 1 and 2 of Prevention of Organised Crime Act, Act 121 of 1998, authorise the institution of prosecution against the abovementioned accused in respect of offences committed during the period March 2004 to December 2007, to wit contraventions of section 2(1)(f), [Section 2(1)(f) only in respect of accused 1, 2, 3 and 4], section 2(1)(a), 2(1)(b), 2(1)(c), 2(1)(d), and 2(1)(e) of the Prevention of Organised Crime Act, Act 121 of 1998;

Given under my hand at PRETORIA on this 31<sup>st</sup> day of JULY 2011.



**MENZI SIMELANE**  
NATIONAL DIRECTOR OF PUBLIC PROSECUTIONS  
REPUBLIC OF SOUTH AFRICA

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**ANNEXURE "A"      PATTERN OF RACKETEERING ACTIVITY**

The planned ongoing, continuous or repeated participation or involvement in the following offences referred to in Schedule 1 and all of which occurred after the commencement of the Act.

**RACKETEERING ACT 1: Fraud**

(Accused nos 1, 7 and 19)  
(Count 3)

**RACKETEERING ACT 2: Fraud**

(Accused nos 1, 3, 4, and 19)  
(Count 4)

**RACKETEERING ACT 3: Fraud**

(Accused nos 1, 9, 10, 11 and 19)  
(Count 5)

**RACKETEERING ACT 4: Fraud**

(Accused nos 3, 4, 5 and 8)  
(Count 6)

**RACKETEERING ACT 5: Fraud**

(Accused nos 1, 3, 4, 5, 6, 8 and 19)  
(Count 7)

**RACKETEERING ACT 6: Fraud**

(Accused nos 1, 2, 13 and 19)  
(Count 8)

**RACKETEERING ACT 7: Corruption**

(Accused nos 1 and 19)

(Count 9)

RACKETEERING ACT 8: Corruption  
(Accused nos 2 and 7)  
(Count 10)

RACKETEERING ACT 9: Corruption  
(Accused nos 1 and 19)  
(Count 11)

RACKETEERING ACT 10: Corruption  
(Accused no 2 only)  
(Count 12)

RACKETEERING ACT 11: Corruption  
(Accused nos 1 and 19)  
(Count 13)

RACKETEERING ACT 12: Corruption  
(Accused no 2 only)  
(Count 14)

RACKETEERING ACT 13: Corruption  
(Accused no 4 only)  
(Count 15)

RACKETEERING ACT 14: Corruption  
(Accused no 4 only)  
(Count 16)

RACKETEERING ACT 15: Corruption  
(Accused nos 1 and 19)  
(Count 17)

RACKETEERING ACT 16: Corruption  
(Accused nos 2 and 13)  
(Count 18)

RACKETEERING ACT 17: Corruption  
(Accused nos 1 and 19)  
(Count 19)

RACKETEERING ACT 18: Corruption  
(Accused no 2 only)  
(Count 20)

RACKETEERING ACT 19: Corruption  
(Accused nos 1 and 19)  
(Count 21)

RACKETEERING ACT 20: Corruption  
(Accused nos 2 and 13)  
(Count 22)

RACKETEERING ACT 21: Corruption  
(Accused nos 1, 2, 12, 14, 19 and 22)  
(Count 23)

RACKETEERING ACT 22: Corruption  
(Accused nos 1, 2, 13 and 19)  
(Count 24)

RACKETEERING ACT 23: Money laundering  
(Accused nos 2, 12, 14, 22 and 23)  
(Count 25)

RACKETEERING ACT 24: Money laundering  
(Accused nos 2, 12, 14, 22 and 23)  
(Count 26)

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**RACKETEERING ACT 25:** Money laundering

(Accused nos 1, 4, 15, 19 and 20)

(Count 27)

**RACKETEERING ACT 26:** Money laundering

(Accused nos 1, 4, 15, 19 and 20)

(Count 28)

**RACKETEERING ACT 27:** Money laundering

(Accused nos 1, 2, 12, 14, 19 and 22))

(Count 29)

**RACKETEERING ACT 28:** Money laundering

(Accused nos 1, 2, 12, 14, 19 and 22))

(Count 30)

**RACKETEERING ACT 29:** Money laundering

(Accused nos 1, 2, 12, 14, 19 and 22))

(Count 31)

**RACKETEERING ACT 30:** Money laundering

(Accused nos 1, 2, 12, 14, 19 and 22))

(Count 32)

**RACKETEERING ACT 31:** Money laundering

(Accused nos 1, 2, 12, 14, 19 and 22))

(Count 33)

**RACKETEERING ACT 32:** Money laundering

(Accused nos 1, 2, 12, 14, 16, 17 and 22)

(Count 34)

**RACKETEERING ACT 33:** Money laundering

(Accused nos 1, 2, 12, 14, 16, 17 and 22)

(Count 35)

**RACKETEERING ACT 34:** Money laundering

(Accused nos 1, 2, 12, 14, 16, 17 and 22)

(Count 36)

**Alternative to count 36:** Contravening section 5(a) read with sections 1 and 8 of the Prevention of Organised Crime Act no. 121 of 1998:**Assisting another to benefit from the proceeds of unlawful activities. (12, 16, 17 and 22)****RACKETEERING ACT 35:** Money laundering

(Accused nos 2, 14, 16, 17 and 22)

(Count 37)

**Alternative to Count 37:** Contravening section 5(a) read with sections 8(i) and 1 of the Prevention of Organised Crime Act no. 121 of 1998:**Assisting another to benefit from the proceeds of unlawful activities. (16, 17 and 22)****RACKETEERING ACT 36:** Money laundering

(Accused nos 2, 14, 16, 17 and 22)

(Count 38)

**Alternative to count 38:** Contravening section 5(a) read with sections 1 and 8 of the Prevention of Organised Crime Act no. 121 of 1998:**Assisting another to benefit from the proceeds of unlawful activities. (16, 17 and 22)****RACKETEERING ACT 37:** Money laundering

(Accused nos 2, 14, 16, 17 and 22)

(Count 39)

Alternative to count 39: Contravening section 5(a) read with sections 1 and 8 of the Prevention of Organised Crime Act no. 121 of 1998: Assisting another to benefit from the proceeds of unlawful activities. (16, 17 and 22)

RACKETEERING ACT 38: Money laundering  
(Accused nos 2, 14, 16, 17 and 22)  
(Count 40)

2, 14, 16, 17 and 22 Alternative to count 40: Contravening section 5(a) read with sections 1 and 8 of the Prevention of Organised Crime Act no. 121 of 1998: Assisting another to benefit from the proceeds of unlawful activities. (16, 17 and 22)

RACKETEERING ACT 39: Money laundering  
(Accused nos)  
(Count 41)

Alternative to count 41: Contravening section 5(a) read with sections 1 and 8 of the Prevention of Organised Crime Act no. 121 of 1998: Assisting another to benefit from the proceeds of unlawful activities. (16, 17 and 22)

RACKETEERING ACT 40: Money laundering  
(Accused nos 2, 14, 16, 17 and 22)  
(Count 42)

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**Alternative to count 42:** Contravening section 5(a) read with sections 1 and 8 of the Prevention of Organised Crime Act no. 121 of 1998:  
**Assisting another to benefit from the proceeds of unlawful activities. (16, 17 and 22)**

**RACKETEERING ACT 41:** Money laundering  
(Accused nos 2, 14, 16, 17 and 22)  
(Count 43)

**Alternative to count 43:** Contravening section 5(a) read with sections 1 and 8 of the Prevention of Organised Crime Act no. 121 of 1998:  
**Assisting another to benefit from the proceeds of unlawful activities. (12 and 22)**

**RACKETEERING ACT 42:** Money laundering  
(Accused nos 2, 14, 17, 18 and 22)  
(Count 44)

**Alternative to count 44:** Contravening section 5(a) read with sections 1 and 8 of the Prevention of Organised Crime Act no. 121 of 1998:  
**Assisting another to benefit from the proceeds of unlawful activities. (17, 18 and 22)**

**RACKETEERING ACT 43:** Money laundering  
(Accused nos 2, 14, 17, 18 and 22)  
(Count 45)

**Alternative to count 45:** Contravening section 5(a) read with sections 1 and 8 of the Prevention of Organised Crime Act no. 121 of 1998:  
**Assisting another to benefit from the proceeds of unlawful activities. (17, 18 and 22)**

**RACKETEERING ACT 44:** Money laundering  
**(Accused nos 2, 14, 17, 18 and 22)**  
**(Count 46)**

**Alternative to count 46:** Contravening section 5(a) read with sections 1 and 8 of the Prevention of Organised Crime Act no. 121 of 1998:  
**Assisting another to benefit from the proceeds of unlawful activities. (17, 18 and 22)**

**RACKETEERING ACT 45:** Money laundering  
**(Accused nos 2, 14, 17, 18 and 22)**  
**(Count 47)**

**Alternative to count 47:** Contravening section 5(a) read with sections 1 and 8 of the Prevention of Organised Crime Act no. 121 of 1998:  
**Assisting another to benefit from the proceeds of unlawful activities. (17, 18 and 22)**

**RACKETEERING ACT 46:** Money laundering  
**(Accused nos 2, 14, 17, 18 and 22)**  
**(Count 48)**

**Alternative to count 48:** Contravening section 5(a) read with sections 1 and 8 of the Prevention of Organised Crime Act no. 121 of 1998:

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Assisting another to benefit from the proceeds of  
unlawful activities. (17, 18 and 22)

**RACKETEERING ACT 47:** Money laundering

(Accused nos 2, 14, 17, 18 and 22)

(Count 49)

**Alternative to count 49:** Contravening section 5(a) read with sections 1 and 8 of  
the Prevention of Organised Crime Act no. 121 of 1998:  
Assisting another to benefit from the proceeds of  
unlawful activities. (17, 18 and 22)

**RACKETEERING ACT 48:** Money laundering

(Accused nos 2, 14, 17, 18 and 22)

(Count 50)

**Alternative to count 50:** Contravening section 5(a) read with sections 1 and 8 of  
the Prevention of Organised Crime Act no. 121 of 1998:  
Assisting another to benefit from the proceeds of  
unlawful activities. (17, 18 and 22)

**COUNT 51:** Contravening of section 86(1) of Act 1 of 1999 read with the  
provisions of sections 1, 36, section 38(1)(a)(iii), 38(1)(b),  
38(1)(c)(ii), 38(1)(n), 38(2) and 44(2)(d) of the Act (against  
accused no 7 only)

**COUNT 52:** Contravening of section 86(1) of Act 1 of 1999 read with the  
provisions of sections 1, 36, section 38(1)(a)(iii), 38(1)(b),

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38(1)(c)(ii), 38(1)(n), 38(2) and 44(2)(d) of the Act ( against  
accused no 3 only)

**COUNT 53:**

Contravention of section 86(1) of Act 1 of 1999 (read with the  
provisions of sections 1, 36, section 38(1)(a)(iii), 38(1)(b),  
38(1)(c)(ii), 38(1)(n), 38(2) and 44(2)(d) of the Act (against  
accused no 3 only)

**COUNT 54:**

Contravention of section 86(1) of Act 1 of 1999 (read with the  
provisions of sections 1, 36, section 38(1)(a)(iii), 38(1)(b),  
38(1)(c)(ii), 38(1)(n), 38(2) and 44(2)(d) of the Act (against  
accused no 8 only)

# 19





- \* based in the Western Cape
- \* not on provincial suppliers database

# 20



IN THE REGIONAL COURT FOR THE REGIONAL DIVISION OF KWAZULU  
NATAL HELD AT PIETERMARITZBURG

Case No: 74 / 111

In the matter between:

THE STATE

AND

1. ANSANO ROMANI

Accused 1

2. DONALD KEITH MILLER

Accused 2

---

PLEA AND SENTENCE AGREEMENT IN TERMS OF SECTION 105A OF ACT 51 OF  
1977 (AS AMENDED)

---

A. PREAMBLE

Whereas:

1.

The accused is charged with:

C.D.M.

*[Handwritten signatures and initials]*

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1.1.1 FRAUD (Read with the provisions of Sections 99, 103, 221, 222, 236, 246, 248 and 332 of ACT 51 OF 1977 and Section 51(2) OF ACT 105 of 1997)

2.

The Member of the Office of the Director of Public Prosecutions, Adv. Ncedile Duniwa who is a Senior State Advocate, has been duly authorised in writing by the National Director of Public Prosecutions, as required by Section 105A of 1977, to negotiate and enter into an agreement with the accused ( reference: Policy Directive dated 20 July 2011). The State Advocate's authority is annexed hereto marked "A" and the Acting Director of Public Prosecutions approval hereof is annexed hereto marked "B".

3.

The State Advocate is duly authorised to conduct proceedings in Court on behalf of the State in connection with this agreement, after it has been duly entered into.

4.

The State Advocate, delegated by the Director of Public Prosecutions and the accused, who are represented herein by Adv Chris Snyman, instructed by Smuts Kemp & Smal Incorporated, have negotiated and entered into this agreement in respect of a plea of guilty by the accused to the offences of which they may be

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convicted on the charge, as well as a just sentence to be imposed by this Honourable Court;

5.

The accused have been informed of the following in respect of their rights referred to in Section 105 A (2)(a) of Act 51 of 1977:

- 5.1 To be presumed innocent until proved guilty beyond reasonable doubt;
- 5.2 To remain silent and not to testify during the proceedings; and
- 5.3 Not to be compelled to give self-incriminating evidence.

6.

The State Advocate has duly complied with the requirements of Section 105 A (1)(b) of Act 51 of 1977, in the following respects:

- a) The Investigating Officer Lt Colonel Piet DuPlooy and Mr Trevor Sean White who is mandated by the Department of Health, KwaZulu-Natal to investigate the matter in compliance with the provisions of Section 105 A (1)(b) of the Act have been consulted. They are satisfied with the terms of the agreement, including the sentence;

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C.S. - 2014

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- b) Due regard has been had to the circumstances prescribed in Section 105 A (b)(ii) of Act 51 of 1977;

7.

The accused admit guilt in respect of the charges, as mentioned above, and plead guilty thereto on the basis set out below;

8.

The State Advocate is prepared to accept such plea of guilty.

9.

NOW THEREFORE the State Advocate and the accused agree as follows in respect of a plea of guilty and a just sentence.

10.

#### B. PLEA OF GUILTY AND ADMISSIONS

10. The accused plead guilty to the charges as set forth in the annexure to the Charge Sheet and make the following admissions:- The accused admit that:

- 10.1 They were employed by Grotto Defranceschi (Pty) Ltd.

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C. J. M.

- 10.1.1 Accused 1 started working at Grotto Defranceschi (Pty) Ltd. in 1994 and eventually became Managing Director.
- 10.1.2 Accused 2 started work with the Company and its predecessor from 1978 and eventually became Marketing Director.
- 10.1.3 Accused No 1 and 2 first met Gaston Savoi and Fernando Praderi both of Intaka Investments (Pty) Ltd "Intaka" at a meeting at Steenberg Wine Estate during the year 2004. Accused No 1 met Praderi in mid 2003 when he came to South Africa to find a fabricator of water purification plants. The purpose of the meeting was to discuss their needs and to price the components that they required for their Water Purification Plants.
- 10.1.4 During the said time referred to in paragraph 10.1.3, supra, both accused 1 and 2 were working for Grotto Defranceschi (Pty) Ltd.
- 10.1.5 At the time when the accused met Gaston Savoi and Fernando Praderi, Grotto Defranceschi (Pty) Ltd was manufacturing components for water purification plants for Intaka Investments (Pty) Ltd.

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10.1.6 Sometime early 2004 Savoi and Praderi on behalf of Intaka informed accused 1 that they had business dealings with the South Africa Government and that water purification plants are of prime importance.

10.1.7 It was during 2006 that Mr Fernando Praderi informed accused 1 that Intaka Investments (Pty) Ltd has negotiated an order for two water purification plants at Appelsboch and Rietvlei Hospitals with the KwaZulu-Natal Department of Health Minister and Head of Department and that Praderi had given the Health officials the contact details of Imvusa and Westpro for the Health Officials to get two more quotes for water plants.

10.1.8 On or about 25<sup>th</sup> – 26<sup>th</sup> September 2006 Fernando Praderi informed Accused No 1 that Intaka was negotiating an order with the KZN Health Department for the Applebosch and Rietvlei Hospitals.

10.1.9 Mr Fernando Praderi then requested accused 1 to communicate this information to accused 2 who by then was working for Imvusa Stainless cc and Ronald Geddes of Westpro (Pty) Ltd that the Department of Health, KwaZulu-Natal required two more quotes from them.

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- 10.1.10 During this time in question, accused no's 1, 2, Ronald Geddes and Fernando Praderi were acquaintances.
- 10.1.11 After accused 2 and Ronald Geddes had agreed to provide the two 'cover-quotes', accused 1 was requested by Fernando Praderi to write up two templates for whatever type of water plants that were different to the Intaka Investments (Pty) Ltd plants.
- 10.1.12 Mr Fernando Praderi informed accused 1 to put a R 5 million to R 6 million price range in the template. The price range put on the template was unreasonable and inflated for an Intaka type water plant but not for the plant that Imvusa Stainless cc would be offering.
- 10.1.13 The price range quoted on the template was unreasonable and inflated for an Intaka type water plant which in the view of the Accused if fully installed should be in the range of R2 million.
- 10.1.14 After accused 1 had finalized the template, he (accused 1) forwarded the template to Fernando Praderi who in turn forwarded the same to accused 2 who had been retrenched at Grotto Defranceschi (Pty) Ltd in July 2006 and by then

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was working for Imvusa Stainless cc to submit the said quotation as an Imvusa Stainless cc quotation.

10.1.15 Both accused were aware that Gaston Savoi and Fernando Praderi were going to supply the particulars of Westpro and Imvusa Stainless as well as the names of Ronald Geddes and accused 2 (Donald Keith Miller) as contact persons to the Head of the Department of Health, KwaZulu-Natal.

10.1.16 Fernando Praderi told Accused No 1 verbally during the visit to the sites on 25/26 September 2006 that Gaston Savoi was going to give the contact details of Imvusa and Westpro to the KZN Health Department.

10.1.17 On the 25<sup>th</sup> or 26<sup>th</sup> of September 2006 accused 2 was informed by accused 1 who was still employed by Grotto, that Imvusa Stainless Steel will be receiving a formal request from the Department of Health in KZN to supply a quotation for a water purification plant.

10.1.18 On the 25<sup>th</sup> or 26<sup>th</sup> September 2006 Accused 2 received a message from Greg Petersen that a person by the name of Andile Zondo from the Department of Health (procurement section) had called. Accused 2 returned the call and was

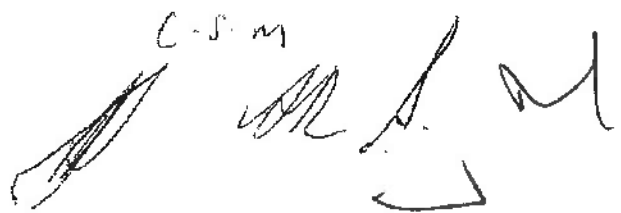
C-S. 167  
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asked by Andile Zondo if he was interested in quoting for 2 x 40,000l/hr water purification plants. Accused 2 confirmed that Imvusa would be interested and was told that Imvusa would receive a request for quotation via e-mail.

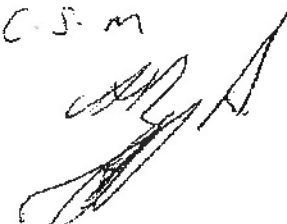

10.1.19 On the 27<sup>th</sup> of September 2006 accused 2 received a similar e-mail requesting for a quotation for water purification plants for Appelsboch and Rietvlei Hospitals from Samatha Foulkes a personal assistant to the Head of the Department of Health, KwaZulu-Natal.

10.1.20 According to the email received dated 27 September 2006 requesting a quotation for the Water Purification Plant the Head of the Department is stated on the bottom of the email as Dr B M Nyembezi.

10.1.21 On the 28<sup>th</sup> of September 2006 accused 1 and Mr Fernando Praderi, a Director at Intaka Investments (Pty) Ltd visited Appelsboch and Rietvlei hospitals to evaluate the sites and advise on installation. Intaka Investments (Pty) Ltd did not employ an engineer and made use of accused 1 knowledge, skills and expertise.

C.S.M.  


- 10.1.22 Mr Praderi requested Accused No1 to visit 3 sites namely Giyani in Limpopo and the Rietvlei and Appelsbosch Hospitals in Natal.
- 10.1.23 During the visit of the 27 and 28 September 2006 to Giyani Water Works in Limpopo and Appelsboch and Rietvlei Hospitals respectively, accused 1 had a dual function. He was representing his employers at the time, Grotto Defranceschi (Pty) Ltd from whose employ he was given a retrenchment package in July 2006 and which he eventually took in January 2007 and was assisting Intaka Investments (Pty) Ltd.
- 10.1.24 In Giyani, Praderi showed Accused 1 the problems with the components supplied by Grotto which required fixing as the water plant installed by Intaka on that site could not work
- 10.1.25 At Appelsboch and Rietvlei accused 1 was offering his technical assistance to Fernando Praderi of Intaka Investments (Pty) Ltd for the installation of the two water plants that Fernando Praderi had told accused 1 that Intaka Investments (Pty) Ltd was getting an order for from the KwaZulu-Natal Health department.

C.S.M.  
  


- 10.1.26 Accused No 1's air fair and hotel accommodation for one (01) night in Johannesburg which amounted to ±R3,000.00 was paid for by Intaka Investments (Pty) Ltd for the 28 September 2006 trip to Appelsboch and Rietvlei Hospitals respectively.
- 10.1.27 On the 2<sup>nd</sup> of October 2006 accused no 2 received another e-mail request from Samatha Foulkes for a quotation for water purification plants for Appelsbosh and Rietvlei Hospitals. Samatha Foulkes requested for an indication of when they can expect the quotation because the Head of Department of Health requires this information as a matter of urgency.
- 10.1.28 Accused 2 forwarded the quotation as per the request by e-mail to Samatha Foulkes. It appeared that the Department of Health did not receive this quotation because on the 6<sup>th</sup> of October 2006 he received another reminder to send Imvusa Stainless quotation which he faxed on the same date to Andile but addressed to Dr B M Nyembezi, Head of the Department of Health.

C.S.M.  
[Handwritten signatures and initials]

10.1.30 Both the Accused did unlawfully and wrongfully with intent to defraud provide a 'cover quote' to the Department of Health.

10.1.31 The Accused never intended providing a genuine quotation for a market related price for an Intaka design plant, as a result of which the quotation was a misrepresentation that induced the Department of Health, KwaZulu-Natal to award a tender contract for an amount of R9, 960.000.00 to *Intaka Investments (Pty) Ltd.*

10.1.32 The accused admit that this misrepresentation caused the Department of Health KwaZulu-Natal to suffer prejudice.

10.1.33 At the time of misrepresentation the accused did not know the quantum of the prejudice.

10.1.34 After being furnished with the copies of statements by the State including the Charge Sheet which show and/or demonstrate that the Department of Health, KwaZulu-Natal suffered prejudice amounting to the difference between the contract value of R9, 960.000.00 and the true value of an Intaka waterplant actually installed.

C.S.M.  
AR A.  
[Signature]

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11.

At all relevant times to this charge the accused were fully aware of the fact that the submission of the said misleading quote to the Department of Health, KwaZulu-Natal was wrongful and unlawful. They further confirm that when they made the said misrepresentation they well knew that the quotation was not genuine, misleading and false.

12.

The parties therefore agree that the accused are guilty of the offence of Fraud as set out in the charge sheet hereto.

13.

### SUBSTANTIAL AND COMPELLING CIRCUMSTANCES

13.1 The parties agree that the offences to which accused had pleaded guilty falls within the ambit of the provisions of section 51 of Act 105 of 1997. In terms of this <sup>Section</sup> action it is necessary to record the factors which are considered substantial and compelling which justify a deviation from the mandatory minimum sentence of 15 years imprisonment.

13.2 The parties agree that the combination of the mitigating circumstances enumerated hereinafter constitute substantial and compelling

C.S.M.  


circumstances which justify a deviation from the mandatory minimum sentence.

- 13.1.1 Accused 1 is 64 years old;
- 13.1.2 Accused 1 has no previous conviction(s);
- 13.1.3 Accused 1 is married with three major children;
- 13.1.4 Accused 1 is employed by Imvusa as General Manager;
- 13.1.5 Accused 1 earned a salary but due to financial circumstances was not paid for the last 6 months;
- 13.2.1 Accused 2 is 58 years old;
- 13.2.2 Accused 2 has no previous convictions;
- 13.2.3 Accused 2 is married with two major children;
- 13.2.4 Accused 2's youngest child is disabled;
- 13.2.5 Accused 2 is employed by Imvusa as Marketing Manager;

13.2.6 Accused 2 earned a salary but due to financial circumstances was not paid for the last 6 months;

13.2.7 The Accused are extremely remorseful for their conduct. They are pleading guilty and taken the court into their confidence.

14.

**THE SENTENCE**

14. The parties further agree that a just and fair sentence, taking into account all the surrounding facts and circumstances will be the following:

14.1 Accused no 1, the accused is sentenced to pay a fine of R100 000,00 (One Hundred Thousands Rand) or 8 years imprisonment half of which is suspended for 5 years on condition that the accused is not convicted of fraud, theft, forgery or uttering or any other offence involving dishonesty, committed during the period of suspension.

14.2 Accused no 2, the accused is sentenced to pay a fine of R100 000,00 (One Hundred Thousands Rand) or 8 years imprisonment half of which is suspended for 5 years on condition that the accused is not convicted of fraud, theft, forgery or uttering

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16

or any other offence involving dishonesty, committed during the period of suspension.

15.

#### DEFERMENT OF FINE

The fine to be paid by accused is deferred in terms of the provisions of section 297(5) (b) of the Criminal Procedure Act, 1977 and must be paid as follows:-

R10, 000.00 each per month starting from 1 October 2011 until 28 February 2012 when the fine shall be paid in full.

All payments in respect of the fine are to be paid to the Clerk of Criminal Court:  
PIETERMARITZBURG

16.

#### GENERAL

16.1. Accused are prepared to co-operate and assist in the further investigations of this case.

16.2 They are further prepared to hand over to the State all the documents pertaining to this case that are in their possession.

16.3 The accused are available to testify on behalf of the State.

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16.4 Accused voluntary approached the Prosecution and SAPS to enter into this 105A plea and sentence agreement.

17.

The parties agree that the Plea Agreement and the Sentence Agreement are just and fair and that the accused should accordingly be convicted and sentenced as agreed.

DATED at Pietermaritzburg on this <sup>29th</sup> day of September 2011.

  
Ansano Romani: Accused no 1

  
Donald Keith Miller: Accused no 2

  
Adv Chris Snyman

Counsel for the Accused

  
Adv C S Mlotshwa

Acting Director of Public Prosecutions

KwaZulu - Natal

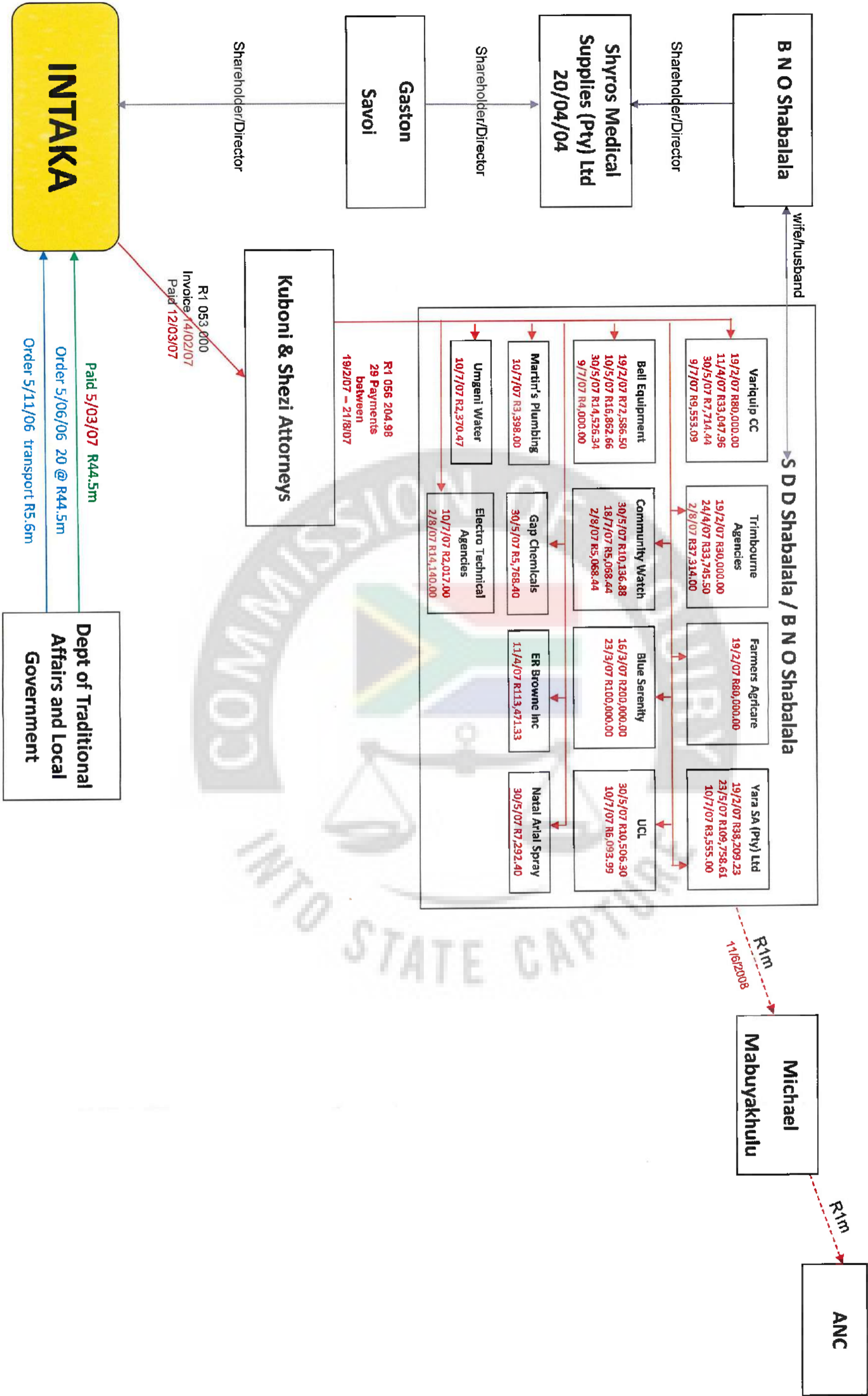
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# 21



TSW 21



# 22



TSW22

To: Du Plooy PJ - Lieutenant Colonel; trevor.white@za.pwc.com; Clarence F. Jones  
Cc: Cyril S. Mlotshwa  
Subject: INVITATION TO AN NPA AND INVESTIGATING TEAM MEETING: 23 MARCH 2012  
AT 10H00, 20TH FLOOR, SOUTHERN LIFE BUILDING

Dear Sirs

This serves to inform you that you are invited to the above mentioned meeting to be held on Friday, 23 March 2012 at 20<sup>th</sup> Floor, Southern Life Building, Durban at 10h00, which will be attended by the National Head of SCCU and the National Head of Organised Crime Unit of the NPA.

1. The investigating officer, Lt Colonel Du Plooy is requested to prepare the following:
  - a) Summary of the investigating diary;
  - b) List of exhibits that were seized and/or handed to the investigating team from different government departments and chain statements.
2. The forensic investigator, Mr White is requested to prepare the following:
  - a) Busisiwe Nyembezi companies flow of funds
  - b) Rowmoor funds flow analysis
  - c) Intaka flow of funds
3. Colonel Jones to submit a report on the Mammogram case indicating amongst other things why the case was withdrawn and a complete docket.

Regards

Adv N. Dunywa

19.03.2012

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# 23



TSW 23



{In Archive} Intaka

Trevor White to: Freeman Nomvalo

02/05/2012 01:06 PM

Cc: "Dumisani Cele", "Zanele Mxunyelwa"/ZA/ABAS/PwC, Du  
Plooy PJ - Lieutenant Colonel <DuPlooyPJ@saps.org.za>

Bcc: Peter Andersen, Mulder Jansen-van-Vuuren

Archive: This message is being viewed in an archive.

Dear Freeman

I met with the prosecutors in the Intaka case this morning.

They informed me that to date no charges have been formally withdrawn from any of the accused and the Acting DPP in KZN has challenged the interference by Adv Lawrence Mrwebi. In this regard he has written to the Acting NDPP and informed her that the process being followed by Adv Mrwebi is not in terms of the NPA Act and the Constitution. There is apparently a very specific process that needs to be followed in terms of the NPA Act to review the decision by the DPP to prosecute a person.

In terms of the process/timetable set down by Judge McLaren all the accused had to file requests for further particulars by 30 April 2012. Requests have been received from the following accused:

- Accused 1 Gaston Savoi
- Accused 4 Peggy Nkonyeni
- Accused 7 Ronald Green-Thompson (filed late on 2 May 2012)
- Accused 9 Fernando Praderi
- Accused 11 Michael Mabuyakhulu (filed late on 2 May 2012)
- Accused 19 Intaka Holdings (Pty) Ltd

The prosecutors have requested that we assist them and SAPS in drafting the responses to these requests which we are busy doing.

It is interesting to note that none of the other accused have requested further particulars by the date set out in the court order.

Regards

Trevor White

PwC | Partner/Director

Office: +27 (31) 271 2020 | Mobile: +27 (82) 454 6864 | Fax: +27 (31) 815 2020

Email: [trevor.white@za.pwc.com](mailto:trevor.white@za.pwc.com)

PricewaterhouseCoopers

102 Stephen Dlamini Road, Berea, Durban, 4001

<http://www.pwc.com/za>

Please consider the environment before printing

# 24



Atten don register : 12 June 2018 : Intake Mutter

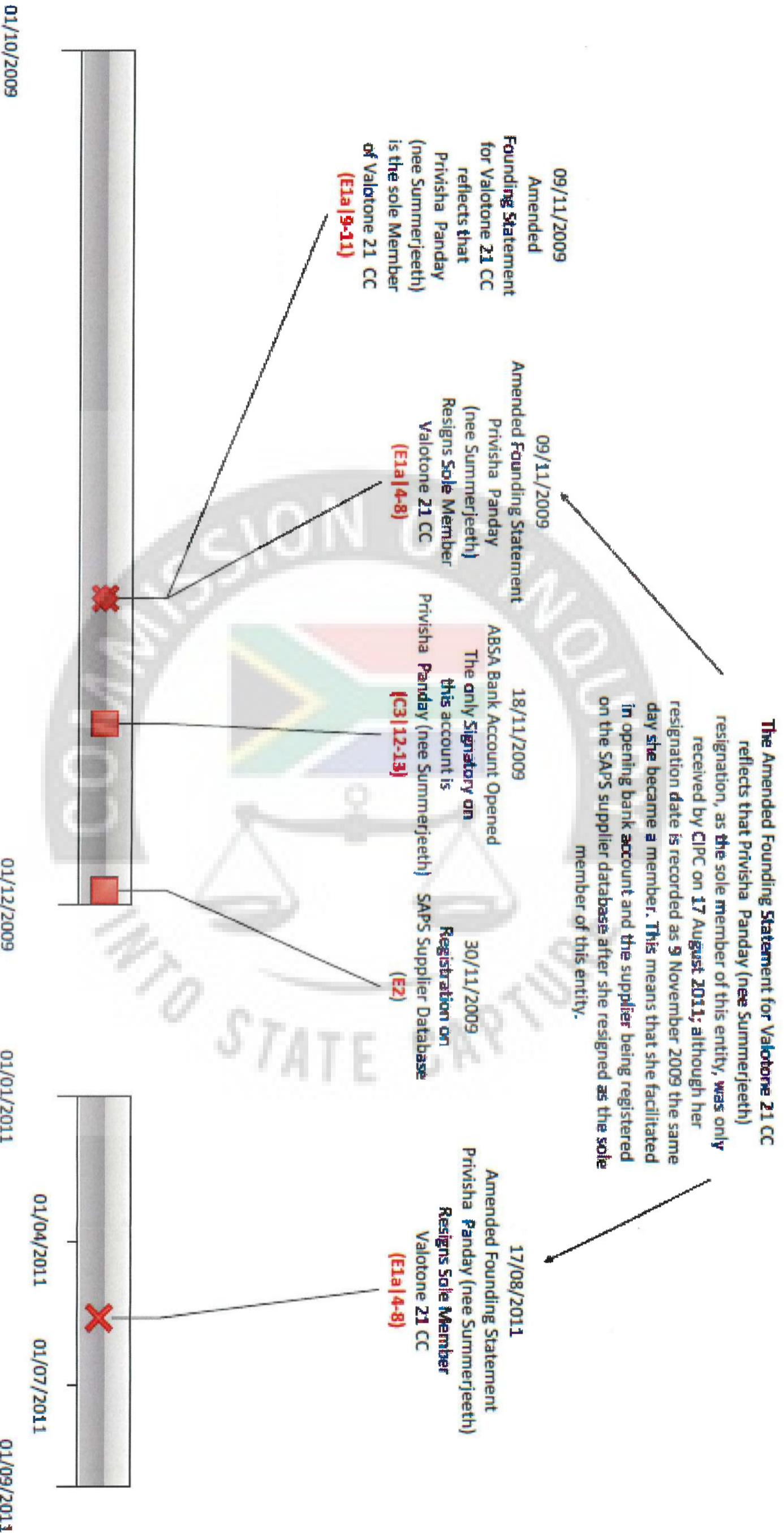
Name	E-mail	Tel. no
Nolwazi Letsholo	nndavela@nqa.gov.za	031-3356618/00
Reenai Ramothar	raramouthar@nqa.gov.za	031-3356612/00
Mungisi Mogsanyana	mmogsanyana@nqa.gov.za	031-3356628/00
Bulelwa Vimbani-Shumba	bvimbani@nqa.gov.za	031-3356606/00
Shumba		
Mulder J. van Vuure	mulder.jan-van-vuure@pwc.com	07-2712273 / 0844083143
Trevor White	trevor.white@pwc.com	031 271 2020 / 0924546864
Piet Onkany	ONKANY PIET A SGPJ@nqa.gov.za	0795201833
	* Makhosintshamba@nqa.gov.za.	
	makhosintshamba	
	makhosin@nqa.gov.za	

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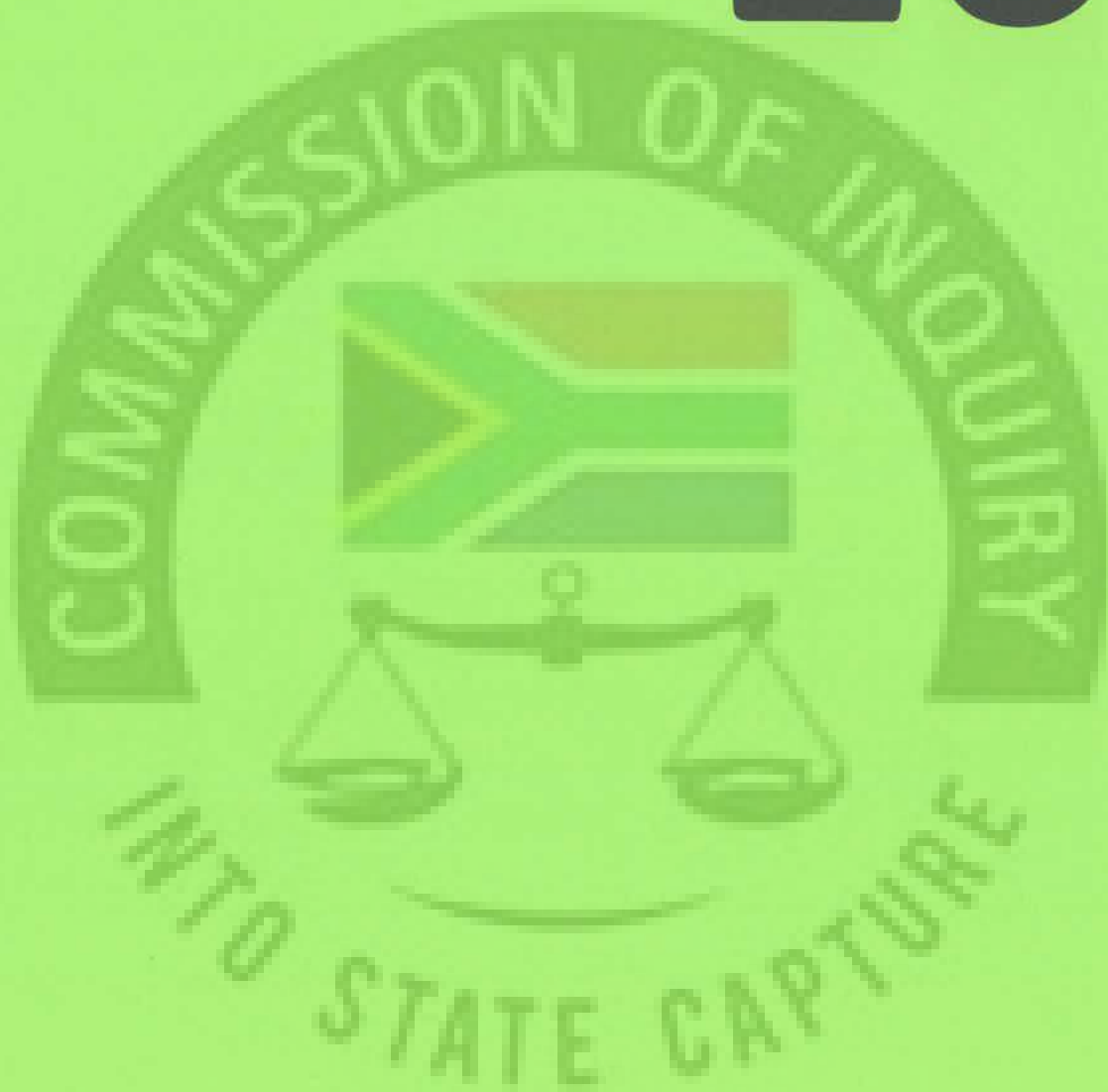


# Timeline of Events relating to Valotone 21 CC



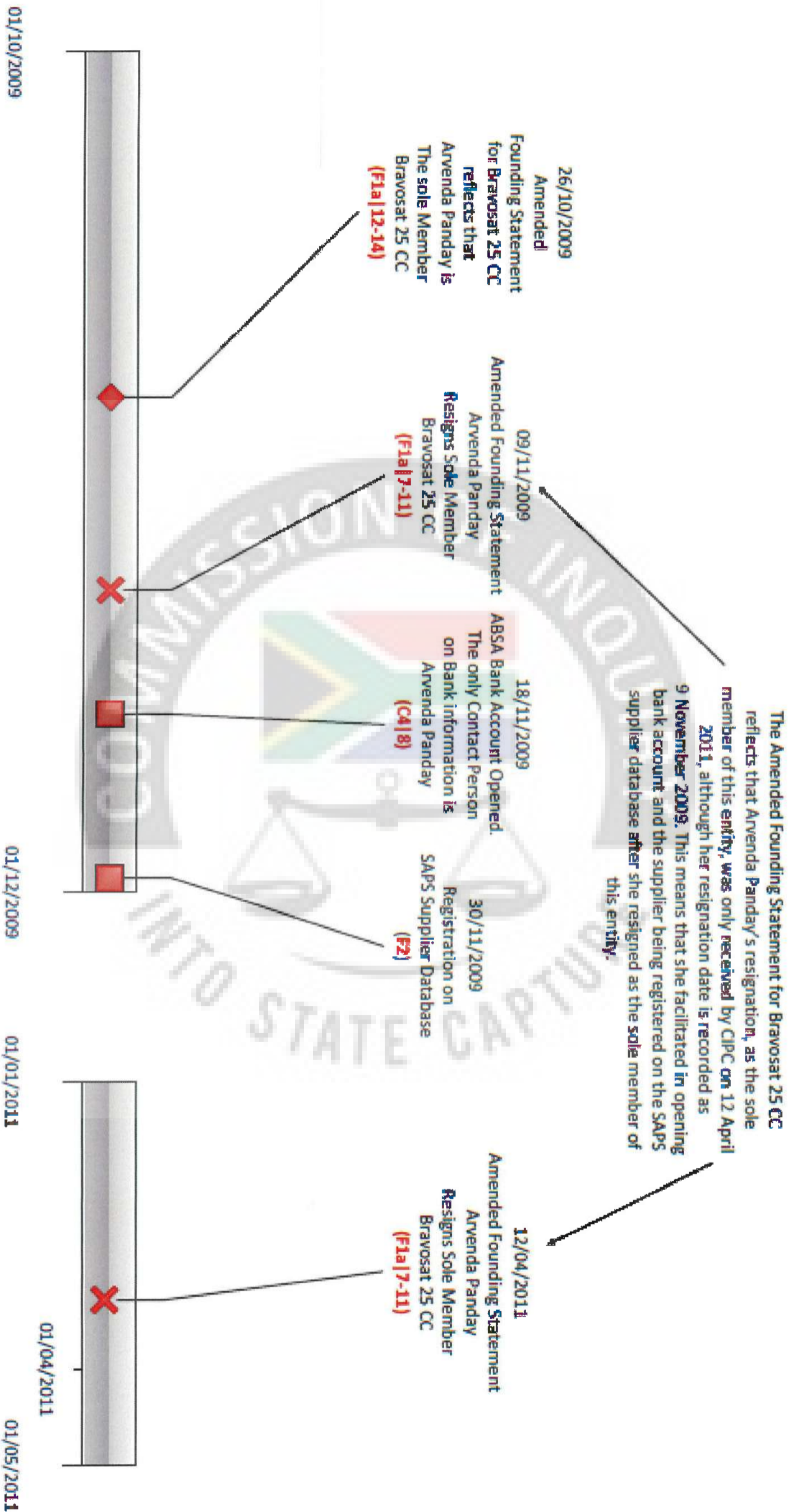
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TSW 26

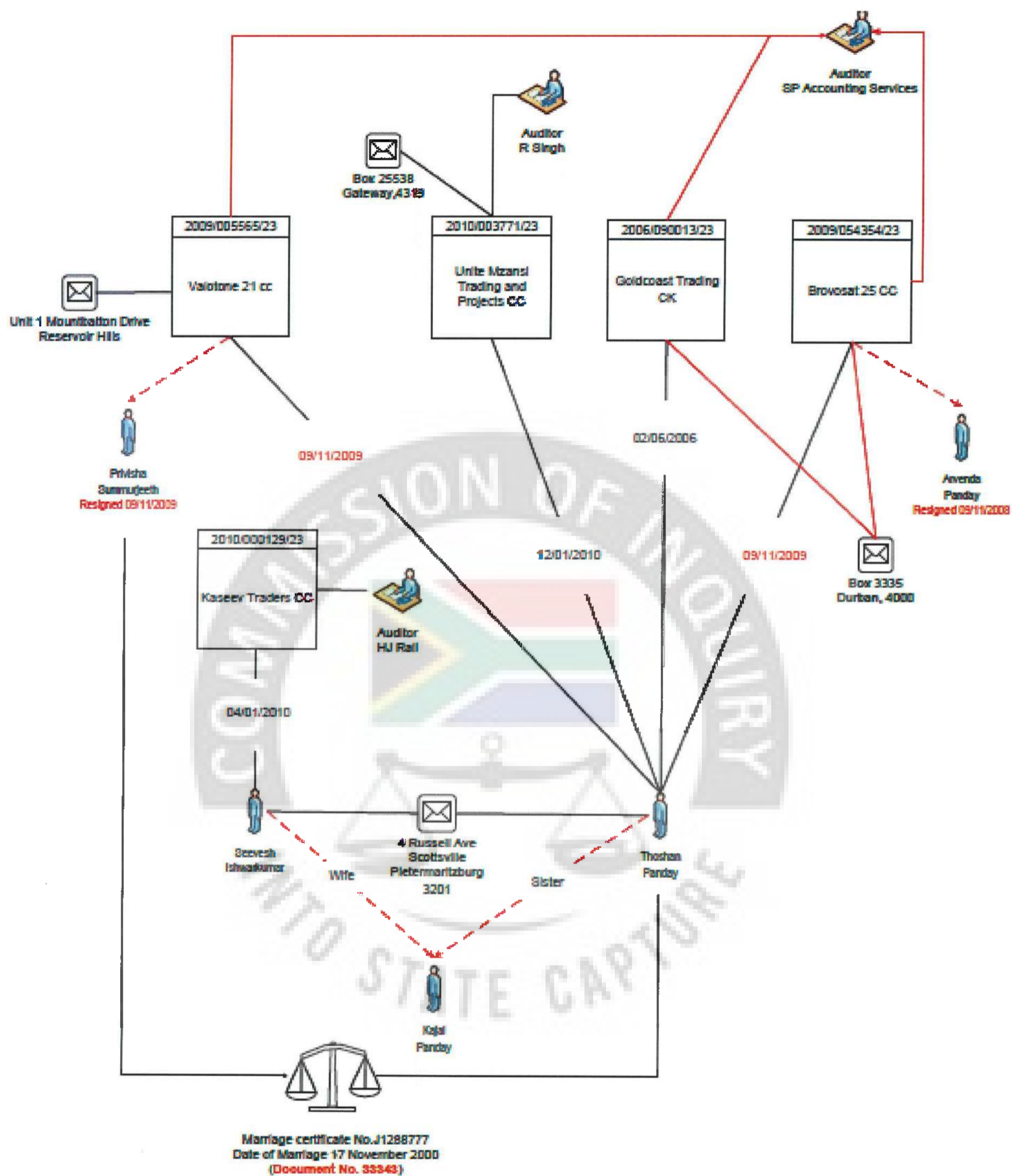
# Timeline of Events relating to Bravosat 25 CC



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# 27





TSW 27

# 28



## Specialised Commercial Crime Unit

DURBAN



The National Prosecuting Authority of South Africa  
Igunya Jikelele Lobethushishi beMzantsi Afrika  
Die Nasionale vervolgingsagter van Suid-Afrika

### MEMORANDUM

#### DURBAN

Tel: +27 31 335 6600  
Fax: +27 31 332 8582

5<sup>th</sup> Floor  
John Ross House  
Cnr Jonsson Lane &  
Victoria Embankment  
Durban

P/Bag X 54355  
Durban  
4000  
South Africa

[www.npa.gov.za](http://www.npa.gov.za)

TO: Adv Bulelwa Vimbani

FROM: Letsholo T.A

DATE: 25<sup>th</sup> March 2014

SUBJECT: Report in respect of Durban Central 781/06/2010

1. On 21 May 2013, I attended the first briefing session at PWC offices in Musgrave regarding Durban Central Cas: 781/06/2010.

At this meeting, I was briefed about what the case is all about. After the meeting, I was handed the docket consisting of the documents as listed in the attached Exh "A". About a week later I was handed additional 3 arch-lever files (volumes 3 to 5) containing witness statements and various Section 205 subpoenas to various entities.

- 1.1 There were other follow up meetings on 10 December 2013, 15 January 2014 and 14 March 2014.
2. It needs to be mentioned at this stage that on 15 January 2014, the lead investigator in this matter namely, Col Hans Van Loggerenberg, enquired about how strong is the case against the KZN Provincial Commissioner in respect of the allegations that one of the suspects in this matter namely Toshani Panday, allegedly paid for her husband's birthday party.



Justice in our society, so that people can live in freedom and security

- 2.1 I informed him that based on the information contained in the docket, given to me; there is just no evidence against the Provincial Commissioner. Col Van Loggerenberg responded thereto by saying that if I am not going to charge the Provincial Commissioner, I may just as well close the docket.
3. On 14 February 2014, I was provided with a copy of representations, made on behalf of Toshan Panday. In those representations, mentioned is made of the recordings, which were played to Toshan Panday, during a meeting held on 18 September 2011, at the KZN SAPS Provincial Head Quarters, in General Deena Moodley's office, and in the presence of General Deena Moodley upon his instructions.
- 3.1 The recordings consisted of recorded telephone conversations, Toshan Panday had with various people, including amongst others, the KwaZulu Natal Provincial Commissioner and Toshan Panday's attorney.
- 3.2 It is important to note that at no stage whatsoever, was I informed by the Investigating Officers in this case that there are tape recordings available in this matter. The first time I became aware of this specific issue, was as a result of the representations made on behalf of Toshan Panday. Furthermore, there is nothing in the docket to suggest or indicate that there was an application made for the authority to permit the police to monitor certain telephone conversations. The nature of the investigations in this matter is straight forward and there was no need for an application of this nature to be made.
- 3.3 During the meeting on 14 March 2014, one of the Investigating Officers Colonel S. Y. Govender, was asked why they did not inform me about the evidence relating to the tapping of the telephone conversations. His response thereto was that, they had taken a decision, as the police to take out everything relating to the taped conversations. I then informed him that it

was not for them to decide which evidence is relevant for the case and which other evidence is not.

- 3.4 He then told me they were informed by the Crime Intelligence Unit, that there were threats on their lives, as the Investigating Officers of this case. That the Crime Intelligence Unit decided to make an application to be granted authority for the tapping of the phones only for the purposes of verifying the allegations of the threats against the Investigating Officers.
- 3.5 He stated further that, subsequent to that application being granted, the lead Investigating Officer, Colonel Van Loggenrenberg together with members of the Crime Intelligence Unit made various applications for the tapping of the phones and to monitor conversations of certain individuals. He was not in a position to give more details, but it was clear that the other applications were done in respect of the investigations in this case.
- 3.6 Once again, it needs to be emphasised that taking into account, the nature and extent of the investigations which were being carried out in this matter, there was no need whatsoever for such applications to be made.
4. Colonel Govender was then informed that, all the evidential material in respect of the tapping of the phones will have to be included in the docket and be made available to the prosecution team.
- 4.1 His reply was that the Crime Intelligence Unit has already indicated that they will not make the recordings available to no one, alternatively, they will have to make a decision as to what is it, according to them (CIU), that they will release, but they will definitely give us only the edited version of the tapes, and not all the recordings in their original form.
- 4.2 I indicated to him that, if that be the case, we will be faced with serious challenges in court and further

informed him that the Crime Intelligence Unit cannot take such steps and interfere with the evidence.

5. What is quite disturbing and is of great concern to the State, is that, amongst others they even listened to privileged information, between Toshan Panday and his attorney about their strategy in defending this case.

5.1 This was allegedly even told to Toshan Panday by General Deena Moodley, during the meeting they had with Toshan Panday at the Provincial Headquarters on 18 September 2011, when he said to Toshan Panday, **"Now that we know what defences you will use, I will make sure that all those avenues are closed"**.

5.2 Clearly, this tapping of phones was a blatant abuse of power and the resources with far-reaching consequences, particularly in the light of the following:-


- (a) Before the recordings were played to Toshan Panday, General Deena Moodley, told Toshan Panday, that he would grant him indemnity in respect of both this case and 466, if he was prepared to incriminate the Provincial Commissioner in corruption relating to her husband's birthday bash.
- (b) Amongst others, this is what was said to Toshan Panday, **"I need to get rid of this Black Bitch commissioner and I need your assistance"**.
- (c) The conversation is said to have gone as far as the following. **"Why are you protecting this Black Bitch? You must give her up. If you give us an affidavit we will force her to resign. General Booysen would become the new KwaZulu Natal Provincial Commissioner and you will enjoy full protection, I will remain in control of the Secret Fund"**.

6. Colonel S. Y. Govender indicated that later, when he became aware of this alleged meeting which was held on 18 September 2011, he was so angry that he confronted Colonel Padayachee from Crime Intelligence Unit about it and Colonel Padayachee told him to discuss that with General Deena Moodley. It is clear that the issue in respect of this meeting was not being disputed, but that the blame was being shifted to General Deena Moodley.
7. In the light of what is postulated above and more in particular, taking into consideration that Public Policy is concerned, not only in ensuring that the guilty are held accountable, but also that the investigating and prosecutorial agencies, conduct themselves with propriety in securing evidence against criminal suspects. That public policy also set itself firmly against admitting evidence obtained through improper means or evidence obtained in deliberate or flagrant violation of the Constitution.
  - 7.1 It is submitted with respect that the issue surrounding the tapping of the phones is inextricably linked to the manner in which the evidence was obtained in this matter. That the evidence as it stands at this point is irredeemably stained.
  - 7.2 To take this case to court under these circumstances would mean that I as the prosecutor will have to turn a blind eye to the manner in which the evidence had been obtained and subject the judicial process in moral defilement, something I am not prepared to do.
  - 7.3 More so in the light of the stance by the Higher Courts on deterring the police from employing improper means to acquire evidence as it is evident in the following cases:
    - (a). **S v Mthembu** 2008 (2) SACR 407 (SCA);
    - (b). **S v Mphala and Another** 1998 (1) SACR 388 (W);
    - (c). **S v Pillay and Others** 2004 (2) SACR 419 (SCA);
    - (d). **S v Naidoo and Another** 1998 (1) SACR 479 (N);

- (e). **S v Tandwa and Others** 2008 (1) SACR 613 (SCA);
- (f). **Du Plessis and Others v De Klerk and Another** 1996 (3) SA 850 (CC).

7.4 I am not prepared as a representative of the State to go to court with dirty hands. I do not want to be seen to be condoning improper investigative techniques by the police.

8. I have therefore taken a decision to decline to prosecute in this matter.



TUMEZI ABRAM LETSHOLO  
SENIOR STATE ADVOCATE  
SPECIALISED COMMERCIAL CRIME UNIT  
DURBAN

DATE: 25<sup>th</sup> MARCH 2014

# 29



# ngubane wills inc.

attorneys

e mail : info@nwinc.co.za  
4 Stranack Street, PO Box 1324, Pietermaritzburg, 3200  
Telephone : (27) 33 342 8543, Facsimile : 086 6794895

2 February 2010

Advocate W O'Brien  
Deputy Director of Public Prosecutions  
Specialised Commercial Crime Unit  
John Ross Building

NATIONAL PROSECUTING AUTHORITY OF SOUTH AFRICA	
PRIVATE BAG X54385	
2010 -02- 02	
DURBAN 4000	
SPECIALISED COMMERCIAL CRIME UNIT: DURBAN	

Per fax no:- 031332 8582  
Ref:- 10/1/2/2(SCCU 45/09)

## INVESTIGATION RE DURBAN CENTRAL CAS 1538/01/09

We refer to our previous correspondence regarding the above and advise that we have consulted with a senior member of our client the ANC, MEC Michael Mabuyakhulu who at the material time was the Provincial Treasurer of the ANC in KwaZulu-Natal. We are instructed to convey to you the following:-

1. That in his capacity as the Provincial Treasurer at the time, Mabuyakhulu authorised the receipt of the R1 million donation from ANC member Mr Sipho Shabalala.
2. That he wishes to place on record that such a donation was received in cash and was verified to be R1 million.
3. That he (Mabuyakhulu) further authorized the funds to be utilized for various purposes related to the KwaZulu-Natal ANC Provincial Conference that was held between 20<sup>th</sup> – 22<sup>nd</sup> June 2008.
4. That the R1million donation given by Mr Sipho Shabalala was used as part of a package of donations received in the run up to the ANC KZN Provincial Conference to defray some of the costs of the Provincial Conference.
5. Our client wishes to place on record that the decision of the then Provincial Treasurer to receive the donation is *bona fides*, and as such the donation was received as a legitimate contribution to fund the affairs of the ANC in KwaZulu-Natal.

Company Registration No.: 2000/029658/21  
Directors: John Wills and Sibusisiwe Ngubane

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H.1/2

6. Our client further contends that the donation submitted by Mr Sipho Shabalala was in response to a call made to ANC members, supporters, sympathizers and friends of the ANC to contribute resources in order to fund the ANC's activities.
7. Although our client wishes to be helpful in this matter, however we are instructed to place on record Mr Mabuyakhulu's resolute stance and that of the ANC as well, that under no circumstances does the organization wish to compromise its donors and / or its operations by disclosing information concerning same, save to say that the particular donation was included in the report to the conference in the Treasurer's report. Specifically it was included in the globular amount of R 7 227 707 listed as donation in the income statement.

As we are currently instructed there appears to us to be no conflict of interest. The fact that we represent a large organization comprising many individuals some of whom, may or may not be suspects does not necessarily present conflict. The opposite seems true in this instance. On the one hand we have an individual member who states that he handed over a donation of R 1 million to the ANC which he received from a donor, and on the other hand we have an organization which through various officials confirms that it received the donation from the individual concerned.

We reiterate our position that we act for the ANC in this matter and specifically the members who were primarily concerned with the issue under investigation. These persons appear to us at this stage to be the then provincial treasurer Mr M Mabuyakhulu, the organizations provincial Finance Manager Mr D Mzila and the member who received the donation Mr S Shabalala.

We deny any inference that we are hindering any investigation rather we are acting on instruction and in so doing we believe we are protecting the legitimate interests of our client. We obviously have no issue with your team interviewing any of our client's members, but request that should you decide to do so, we are able to be present.

The writer is available to meet with you should you so require and suggests a time on either 9, 10 or 11 February 2010 for this purpose. Possibly, judging by the tenor of your correspondence, it may be helpful for us to meet as there seems to be a considerable amount of misunderstanding between us that may well be cleared up in a meeting scenario.

We look forward to your response.

g.w.  
John Wills

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