

## FLOW OF FUNDS

## EXHIBIT VV 5.2

## PAUL EDWARD <br> HOLDEN

(TRANSNET)

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


## I, the undersigned

## PAUL EDWARD HOLDEN

State the following:

1. I am an adult researcher employed by Shadow World Investigations (hereafter "SWI") at 7 Cavendish Square, London, W1G OPE.
2. The facts contained within this statement are, save where otherwise indicated, within my own personal knowledge and are true. I will confirm the correctness of this statement under oath when I testify before the State Capture Commission ("the Commission") in December 2020.
3. In a statement dated 22 November 2020 furnished to the Commission, I have described SWI and the work that I have performed at SWI together with my cofounder of SWI, Andrew Feinstein. In that statement I have also provided a copy of my curriculum vitae and described my experience relating to corruption investigations in South Africa. I do not repeat the relevant allegations but respectfully submit that on the basis of my expertise and experience I am qualified to express the opinions that I do express in the report on Money Flows relating to the Gupta Enterprise Capture of Transnet ("the Transnet Offshore Gupta Money Flows report") attached to this statement as Annexure "PEH1".
4. The report is based on a submission previously furnished to the State Capture Commission by SWI ("the Transnet submission"). A copy of the cover page of that submission is attached as Annexure "PEH2".
5. The SWI Gupta Capture of Transnet submission set out evidence detailing with the Gupta enterprise capture of Transnet and how bribes or kickbacks linked to

Transnet crane and locomotive contracts were laundered and dissipated to the benefit of the Gupta enterprise. Following this submission I was approached by the Commission to provide testimony regarding the laundering of bribes and kickbacks relating to the Transnet crane and locomotive contracts and to convert relevant material in the Transnet submission into a report that could be submitted in evidence before the Commission. Annexure "PEH1" is the product of that process.
6. In discussions concerning my testimony and for the purposes of producing Annexure "PEH1" with a view to its presentation in evidence, the Commission identified certain discrepancies or omissions in parts of the transactional analysis in the Transnet submission. These discrepancies arose due to gaps in the material available to SWI in compiling submissions. As SWI was forced to rely on documents that were already in the public domain through litigation, via the \#Guptaleaks or otherwise available in public sources, it did not have access to particular bank statements for key individuals or companies involved in money laundering processes related to the Transnet locomotive and crane contracts.
7. For the purposes of my evidence before the Commission, investigators of the Commission drew to my attention additional banking documentation that the Commission has been able to obtain and that identified these discrepancies. The report thus enhances the submission by integrating information made available by the Commission's investigators for the purposes of my testimony. Where there is a conflict between the report and SWI Transnet submission, the report accordingly takes precedence.
8. On the instruction of the Commission's investigators and evidence leaders, the report has been deliberately confined to money flows issues because my evidence will be similarly confined. The report must, however, be understood in its broader context, which is the context described in the Transnet Submission
and in the extensive testimony already heard by the Commission in relation to the Gupta Enterprise and the capture of Transnet.



Report

For Presentation in evidence to the

Commission of Inquiry into Allegations of State Capture
regarding the

Gupta Enterprise and the Capture of Transnet
by

## Shadow World Investigations

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## Section 1: Introduction

1. This report, as reflected in the Index, is structured as follows:
a. Section 2: A brief note identifying the individuals and companies involved in laundering the proceeds of the Transnet locomotives and cranes contracts as part of the criminal racketeering undertaken by the Gupta enterprise;
b. Section 3: A summary of the known kickback and bribery agreements discovered to have been signed relating to large Transnet contracts and that were ultimately paid to the benefit of the Gupta enterprise;
c. Section 4: An account of the payments made by Liebherr Cranes to entities controlled by the Gupta enterprise, and their ultimate dissipation;
d. Section 5: An account of the payments made to the Gupta enterprise by Shanghai Zhenhua Heavy Industries (ZPMC), China North Rail and China South Rail, and the elaborate system of money laundering that was used to facilitate these payments, which I refer to as the 'Worlds Window' network;
e. Section 6: An account of the second system of money laundering used by the Gupta enterprise used to receive and dissipate funds paid specifically by China South Rail, China North Rail and CRRC and their associates related to Transnet locomotive contracts, which I refer to as the HSBC network;
f. Section 7: Concluding remarks

## Section 2: The Capture of Transnet and the Gupta enterprise

1. Based on the available evidence, I have identified a number of individuals and companies, all part of the Gupta family enterprise, that participated or were 'activated' in relation to the conceptualisation, initiation, and management of the Transnet capture project, including the process of laundering and integrating proceeds of crime. Short biographies of each party are given in the dramatis personae attached as an Annexure to this submission. I draw attention to them here, where I have additionally bolded 'key players.'
a. Individuals: Gupta Family
i. Gupta, Ajay
ii. Gupta, Ashish
iii. Gupta, Amol
iv. Gupta, Rajesh ("Tony")
v. Singhala, Kamal
b. Individuals: Gupta Enterprise Employees in South Africa
i. Chawla, Ashu
ii. Essa, Salim
iii. Singh, Aashika
c. Individuals: Gupta Enterprise Employees Based Abroad

## i. Grover, Sanjay

d. Individuals: Worlds Window Network
i. Agrawal, Amit
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vii. Tegeta Exploration (South Africa)
viii. Westdawn Limited trading as JIC (South Africa)
f. Companies: Overseas Companies Controlled Directly or Through Factotums by the Gupta Enterprise
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ii. Brookfield Consultants (US)
iii. Fidelity Enterprises (UAE)
iv. Gateway (UAE)

v. Global Corporation LLC (UAE)<br>vi. Regiments Asia (Hong Kong)<br>vii. SES Technologies (India)<br>viii. Tequesta Group (Hong Kong)

g. Companies: Companies Controlled by the Worlds Window Network Used to Launder Funds for the Gupta Enterprise
i. Arctos SA (South Africa)
ii. Century General Trading (CGT) (UAE)
iii. Everest Global Metals PTY Ltd (South Africa)
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v. Golden Coast FZE (UAE)
vi. JJT Trading FZE (UAE)
vii. RR Energy (India)
viii. Worlds Window Impex Private Limited including subsidiaries Worlds Window Exim Private Limited and Worlds Window Urja Private Limited (India)
ix. Vasudhamaa Resources PTE (Singapore)

### 2.3. Companies and Individuals Receiving Funds from the HSBC/Hong Kong Network

2. In Section 5 below I describe how Regiments Asia and Tequesta Group received hundreds of millions of dollars in payments from China South Rail into HSBC bank accounts. HSBC has furnished the Commission with transaction records for both entities. These have been made available to me for the purposes of this report and are attached as Annexure NN. In addition, I provide, as Annexure QQ, a list of all recipients of payments from the Regiments Asia and Tequesta Group accounts, some of which may, upon
further investigation, be found to be part of, or beneficiaries of, the Gupta enterprise.

## Section 3: Known Agency and/or Bribery/Kickback Agreements in Relation to ZPMC and China South Rail

3. Documents have emerged that show that ZPMC, CSR and CNR have entered into substantial agency and kickback agreements to secure contracts from Transnet. These agreements or documents are described in detail below.

### 3.1. ZPMC Agreement with JJ Trading FZE

4. The first known agent/consultant agreement was entered into between ZPMC and JJ Trading FZE and dated the $13^{\text {th }}$ of June 2011. The agreement as attached hereto as Annexure A. JJ Trading FZE is dealt with in considerably more detail below, suffice to note here that it was an entity controlled by individuals from the Worlds Window Network, a major money laundering operation that acted for the Gupta enterprise. JJ Trading acted as a conduit through which moneys were paid to the Gupta enterprise by ZPMC and CSR in relation to Transnet contracts.
5. The agency agreement was entered into between the two parties in relation to the 'Contract for 2 Nos Ship to Shore Container Cranes (STS) including RePositioning of existing NOELL Cranes and additional 5 Nos. STS Cranes for TRANSNET, South Africa.' It further clarified that this contract was given the designation iCLM HQ 0762 by Transnet, and had recently been advertised through tender by Transnet, for which ZPMC wished to submit a bid.
6. The contract envisaged that ZPMC ('Party A') and JJ Trading FZE ('Party B') would appoint JJ Trading as a sales agent in relation to the above contract. ZPMC would be responsible for drafting a bid for the contract based on input from JJ Trading. JJ Trading, for its part, had to fulfil the following obligations:

To provide information about the Project to Party A. To purchase the tender documents and submit documents to Party A.

To provide copies of the local laws and safety codes related to the Project and information pertaining to local customs.

To assist the personnel of Party A in said country for the duration of the contract, including issuing invitation letters, communications with the Buyer, hotel reservations, airport pick up and send-off.

To communicate with the Buyer on behalf of Party A and take part in all necessary activities in relation to the Project. All declarations, commitments and/or guarantee made by Party B to the Buyer or any other act of Party $B$ that might expose Party A to certain obligations shall be approved in writing by Party $A$ in advance.

To promote the Project in favour of Party A.

To provide an interpreter for Party A's personnel in the non-English speaking countries at the stage of bidding (not contract execution).

To ensure that Party A's personnel can legally and uninterruptedly execute this contract. In case of interruption, such as from union problems, Party $B$ shall make positive efforts to eliminate the disturbance and make sure the contract can be executed smoothly.

To protect Party A's interests.
7. Section 5 of the agreement between ZPMC and JJ Trading FZE established what JJ Trading FZE would be paid under the terms of the contract. The contract stipulated that there would be 3 relevant 'prices' against which JJ Trading's compensation would be based:
a. Price A would refer to Party A's offer to Transnet;
b. Price B would refer to any increase in price paid by Transnet over and above the cost of Price A;
c. Price C would constitute the 'contract price' and would consist of ZPMC's offer and any increase in that price that JJ Trading succeeded in securing from Transnet.
8. Should ZPMC secure the Transnet contract, JJ Trading would be paid a success fee equal to $3 \%$ of Price A (ZPMC's actual offer price), and a further $85 \%$ of Price B. JJ Trading FZE was thus being incentivised to seek as large an increase in the cost of contract as possible so as to secure the largest fee.
9. The implied prejudice to Transnet is obvious, as is the role the role of JJ Trading in it. Simply, Transnet would, as a result of the agency agreement between ZPMC and JJ Trading, be encouraged or induced to pay more than the actual price of the equipment sold by ZPMC. Without JJ Trading's involvement, the cost of the contract to Transnet would be considerably lower.

### 3.2. Exclusive Agency Agreement between CNR (Hong Kong) and Century General

## Trading: 14 April 2012

10. The existence of this agreement is inferred from the text of a 2016 addendum to an agreement between CRRC and Regiments Asia, which I attach as
Annexure B. I return to the agreement between CRRC and Regiments Asia, and the addendum, later in this section.
11. According to the August 2016 addendum, CSR had entered into Consultancy Agreement with Century General Trading FZE (CGT) on the $14^{\text {th }}$ of April 2012. The consultancy agreement pertained to the sale of 95 electric locomotives to Transnet (the 95 Locomotive Project).
12. The precise terms of the agreement between CSR and CGT are unfortunately not disclosed in this agreement. However, a 2015 accounting spread sheet of payments due from CSR to various parties, it is recorded that CGT was due to
receive 20\% of the total value of the 95 Project, equal to R523.32m. I return to this spread sheet in greater detail below.

### 3.3. Exclusive Agency Agreement between CNR (Hong Kong) and Century General Trading: 8 July 2013

13. The existence of this agreement is inferred from the text of a later agreement between CNR and Tequesta Group Limited, the latter of which was a Hong Kong registered company controlled by Salim Essa, and which I describe in greater detail below.
14. On the $20^{\text {th }}$ of May 2014, CNR and Tequesta Group Limited entered into an 'Exclusive Agency Agreement', attached as Annexure C. This agreement appears to replace and supersede an earlier agreement related to the same matters between CNR and Century General Trading. Notably, the $20^{\text {th }}$ of May 2014 agreement appears to be a simple cut-and-paste operation replacing Century General Trading with Tequesta Group Limited.
15. However, in certain instances, the original mention of Century General Trading and the date of the underlying agreement were not changed, most likely due to clerical error. Under clauses and definitions, the 'agreement date' is noted as the $8^{\text {th }}$ of July 2013, just under a year prior to the later agreement entered into with Tequesta Group.
16. Paragraph 7.4, meanwhile, notes that fees will be paid to Century General Trading FZE. However, the address thereafter provided for Century General Trading was, instead, the address used by Tequesta Group Limited. I submit that the most plausible explanation of these inconsistencies is that the latter agreement with Tequesta Group Limited was amended through a simple cut-and-paste replacement that failed to identify and erase all aspects of the previous agency agreement.
17. Returning to the underlying agreement: paragraph 1.1. defines the 'project' upon which the agreement was based as 'the supply of 232 Diesel

Locomotives for the General freight business issued by Transnet Freight Rail in South Africa', while 'product' was defined as 'Diesel Locomotives as awarded by Transnet Freight Rail for General Freight Business after being successful in tender.'
18. In return for a series of services, including using its 'best endeavours to promote and increase the sale of the Company's Product in the territory', Century General Trading was to be handsomely rewarded. Paragraph 7, titled 'remuneration, payment terms etc,', stipulated that Century General (and later Tequesta) would be entitled to a success fee payment equal to $2 \%$ of the total value of the contract entered into between Transnet and CNR. The success fee was to be paid immediately upon CNR and Transnet formalising the agreement. Century General Trading would be entitled to further $19 \%$ sales commission, which was to be paid upon receipt by CNR of certain milestone payments from Transnet.
3.4. Exclusive Agency Agreement between CNR (Hong Kong) and Tequesta Group Limited: 20 May 2014
19. On the $20^{\text {th }}$ of May 2014, CNR (Hong Kong) and Tequesta Group Limited [TGL] entered into an exclusive agency agreement. This agreement appears to have replaced and superseded CNR's prior agreement with Century General Trading, as discussed above.
20. As the content of the agreement is the same as that noted above, I do not repeat all of their terms. However, one aspects are worthy of mention, namely, the complicated payment terms. Section 7 to the agreement included the following stipulations:
7.1. The Agency commission of TGL shall be ascertained on deal to deal basis.
7.2. For the Project (referred hereinabove), TGL shall be entitled for [sic] a success fee of $2 \%$ of the Contract Value and an agency commission of $19 \%$
of the Contract value which shall invariably include the value of all supplies made under the project.
7.3. TGL shall be entitled to agency commission irrespective of the fact whether the supply is of main product or any spare part or ancillary item thereto.
7.4. The success fee of $2 \%$ of the total value of the Project, as stated above, will be paid by CNR Dalian Locomotive and Rolling Stock Co., Ltd to [Century General Trading/TGL], which is duly incorporated and existing under the Companies Ordinance of Hong Kong, and having its registered offices at PO Box 17398, Hong Kong, UAE, duly authorised and represented by Mr. Salim Aziz Essa.
7.5. The agency commission of $19 \%$ on the total project shall accrue immediately on receipt of Purchase order or on securing of the bid by the company and same shall become day for payment proportionately as and when the payment to the Company is released by the ultimate buyer, however it's agreed that $19 \%$ of first payment will be paid by company in second payment 50\% (means half of 19\%) along with 19\% of second payment amount and $50 \%$ (means balance of half of 19\%) in the third payment along with $19 \%$ of the third payment amount and from the fourth payment onwards $19 \%$ in every payment. The amount so getting due shall be transferred to the account of TGL through wire transfer within 15 days of receipt of payment by the Company.
21. While tortuously worded, paragraph 7.5 thus stipulated that CNR would retain at least $50 \%$ of one $19 \%$ payment on a rolling basis as surety until all the payments had been made to CNR by Transnet.

### 3.5. Exclusive Agency Agreement between CNR Dalian Locomotive and Rolling Stock Co. Ltd and Regiments Asia Limited: 20 May 2014/25 November 2014

22. The second known kickback agreement involving CNR took much the same form as the agreement with Tequesta described above, although Tequesta Group Limited was replaced in this instance by another Gupta enterprise company nominally controlled by Salim Essa and registered in Hong Kong: Regiments Asia Limited. The agreement is attached as Annexure B.
23. The dating of the agreement is somewhat confused. In the preamble to the agreement, the date of the agreement is stipulated as the $20^{\text {th }}$ of May 2014, the precise same day as the agreement between CNR and Tequesta. However, the hand-written initialling of the contract records the date of signing as the $25^{\text {th }}$ of November 2014. This would strongly suggest that the agreement only came into effect on the latter date, but may also suggest an additional reason for this additional agreement, as I note below.
24. Returning to the main body: the wording of the two agreements entered into between CNR and Tequesta and Regiments Asia were similar, although not exactly the same in every instance, in two notable instances. First, the agreement with Regiments Asia simply described the 'Project' as 'the supply of locomotive and main spare parts in South Africa', while 'Product' was defined as 'locomotive and main spare parts.'
25. Second, Section 7 of the Agreement varied the payment methodologies and calculations markedly. Under the terms of this agreement, Regiments Asia was to be paid a defined fee of $\$ 18.2 \mathrm{~m}$, which was to be paid in five instalments within a month of CNR entering into its contract with Transnet. Section 7 runs as follows:

### 7.1. The Agency commission of RAL [Regiments Asia Limited] shall be ascertained on deal to deal basis.

7.2. For the Project (referred hereinabove), RAL shall be entitled for an agency commission of USD18,120,000.00 shall invariably include the value of all supplies made under the project.
7.3. RAL shall be entitled to agency commission irrespective of the fact whether the supply is of main product or any spare part or ancillary item thereto.
7.4. The agency commission which works out to US 18,200,000.00 as stated above, shall get immediately due and payable in 5 instalments within a month on the Project contract being signed, validated and upon receiving advance deposit for the first batch from ultimate buyer by the COMPANY.'
26. The confusion around dates and certain typographical errors suggests that the agreement with Regiments Asia was based on the original agreement between CNR and Tequesta, subject to a limited cut-and-paste that replaced the beneficiary parties and certain contract terms.
27. Investigations by amaBhungane convincingly argued that the $\$ 18.2 \mathrm{~m}$ fee stipulated in the Regiments Asia contract was equal to the $2 \%$ success fee that was anticipated under the terms of the early CNR/Tequesta Group contract from the $20^{\text {th }}$ of May $2014 .{ }^{1}$
28. It is thus plausible that, for an as yet unknown reason, CNR had failed, or was otherwise unable, to make the $2 \%$ success fee payment to Tequesta Group as anticipated by their original agreement. To resolve this matter, CNR entered into the second agreement with Regiments Asia in November 2014, through which the $2 \%$ success fee could be paid.

[^0]
### 3.6. Business Development Agreement between CSR and Regiments Asia Limited: $10^{\text {th }}$ February 2015

29. The existence of this agreement is inferred from an addendum to this agreement signed between CRRC and Regiments Asia in August 2016.
30. According to the August 2016 addendum, CSR and Regiments Asia entered into a Business Development Services Agreement on the $10^{\text {th }}$ of February 2015 in relation to the 95 Locomotive Project. The addendum appears to indicate that Regiments Asia effectively displaced Century General Trading, who had originally entered a consultancy agreement with CSR in relation to the 95 project in 2012.
31. Based on the accounting spread sheet from later in 2015, it appears that Regiments Asia were due to receive what CGT had originally been paid on Project 95, namely, 20\% of the total value of the 95 contract between CSR and Transnet.
3.7. Business Development Services Agreements between CNR Rolling Stock South Africa and Bex Structured Products, 8 March 2015 and 25 April 2015
32. It is common cause that as part of CNR's contract with Transnet to supply locomotives Transnet requested that CNR relocate its production facilities to Transnet Engineering's Durban facilities. However, this simple request appears to have also become a conduit for price gouging and the payment of kickbacks, as codified by two separate agreements between CNR and a South African entity by the name of Business Expansion Structured Products [alternatively Bex].
33. I am advised by the Commission that evidence will be led on the laundering of Transnet kickbacks through Bex when the Commission deals with evidence of the Gupta enterprise's laundering of corrupt proceeds within South Africa. In this report, I will accordingly confine myself to describing the contractual arrangements applicable to the Bex / CNR relationship.
34. The first agreement between Bex and CNR was dated the $8^{\text {th }}$ of March 2015, and is attached as Annexure D. The form of the agreement closely resembles that of the Tequesta and Regiment Asia agreements. It uses the same fonts and format throughout the document. The agreement is unsigned and thus appears to have been a draft. The agreement centred on the relocation agreement that CNR was seeking to strike with Transnet. In Section 1 of the agreement, the 'Project' was defined as 'the change in scope whereby Transnet Engineering (TE) requires the Company to change the location of the local manufacture programme from the TE Spartan Pretoria facility to their Durban facility.'
35. The essence of the agreement was that Bex would endeavour, on CNR's behalf, to negotiate with Transnet in order to achieve the highest possible price for the cost of relocation. Bex was to receive, under the terms of the March 2015 agreement, any difference between the price paid by Transnet and a 'benchmark price' set by CNR at R280m excluding VAT. Section 2 of the Agreement thus read:
'2.1. Whereas the TE [Transnet Engineering] requires the Company to change the location of the local manufacture programme from the TE Koedoespoort Gauteng Facility to their Bay-head Durban facility.
2.2. And whereas the Company has approached BEX to assess and formulate the entire strategy and planning to quantify and benchmark the costs associated with the relocation as per Clause 2.1.
2.3. And whereas BEX has agreed to undertake the work at their sole risk and at no cost to the Company if the agreed benchmark costs are not realized from Transnet Freight Rail [TRF]
2.4. After extensive research and negotiations with both the company \& $T F R$, BEX and the Company have agreed that the benchmark costs for the Project will be fixed at R280 million (Rands Two hundred and eighty million only) excluding VAT.
2.5. Since BEX has undertaken to negotiate and finalize the deal with TFR on risk basis, it is agreed between both parties that BEX be entitled to an agency commission equivalent to the difference between the price excluding VAT
awarded to the Company by TFR and the price benchmark of R280 million excluding VAT as detailed in Clause 7.'
36. Documents provided to the Commission and emanating from Transnet show that on the $11^{\text {th }}$ of March 2014, CNR had informed Transnet Freight Rail that the cost of relocation would equal R9 755 600. The dramatic increase in cost sought by CNR, in association with BEX, almost certainly speaks to a considered effort to overcharge and defraud Transnet, and to distribute the rewards of that process to CNR and the beneficiaries of BEX.
37. Section 7 to the agreement further reiterated the terms of the remuneration to be paid to BEX:

> For the Project Scope deviation (referred herein above), BEX shall assist the Company to negotiate the best possible price with TFR based on a minimum price benchmark of R280 million (Rands Two Hundred and Eighty million only) excluding VAT
> 7.2. The Company agrees that BEX will be entitled for an agency commission equivalent to the difference between the price excluding VAT awarded to the Company by TFR and the price benchmark of $R 280$ million excluding VAT. For example if the price awarded Is $R 650$ million, then BEX will be entitled to an agency commission of R370million. The Company price will be fixed at R280 Million irrespective of whether the total Project value is negotiated lower than the R650 million by TFR.
> 7.3. BEX shall be entitled to agency commission irrespective of the fact whether the supply is of main product or any spare part or ancillary item thereto.
> 7.4. The agency commission as stated above shall get due and payable in proportionate tranches as and when payment is received by the Company.
7.5. The company shall pay BEX within 10 business days after receiving the Invoice and the BEX banking details as per clause 12 from BEX.
38. On the $25^{\text {th }}$ of April 2015, BEX and CNR Rolling Stock South Africa drafted a second agreement that also revolved around the relocation of CNR facilities to Durban at the behest of Transnet Engineering. The agreement was signed by Mark Shaw on behalf of BEX and Gang Wang on behalf of CNR Rolling Stock South Africa, and thus supersedes the previous unsigned draft agreement. The second, signed agreement is attached as Annexure E.
39. The $25^{\text {th }}$ of April 2015 agreement was, to all intents and purposes, the same as the preceding draft agreement, but with one notable difference: the 'benchmark price' was increased from R280 to R580m. Thus, BEX would have to ensure that Transnet agreed to pay an amount over R580m in order to earn its expected agency fee.
40. Ultimately, Transnet agreed to pay CNR approximately R647.2m in order to undertake the relocation of its facilities to Durban. This was an increase of R638m from CNR's original cost estimate of just over R9m. BEX was thus due to receive an agency commission of approximately R67.2m.
41. The Commission has informed me that the banking records of BEX reflect that on 25 September 2015, the agency commission of approximately R67.2m plus $14 \%$ VAT was paid by CNR Rolling Stock South Africa (Pty) Ltd to BEX.

### 3.8. The CSR-Tequesta Agreement: 18 May 2015

42. On the $18^{\text {th }}$ of May 2015, CSR (Hong Kong) Co Ltd entered into a 'Business Development Services Agreement' with Tequesta Group Limited. The agreement was signed on the $18^{\text {th }}$ of May 2015 and given an 'Agreement No.: CSRHK20150102359.' The agreement is attached hereto as Annexure F.
43. Company records in Hong Kong show the sole director of Tequesta Group at the time was Salim Essa. These records are attached hereto as Annexure G. The agreement indicated that all correspondence to Tequesta should be marked 'For the attention of: Mr. Salim Essa', while all correspondence directed to CSR should be marked 'For the attention of: Mr. Yao Xingzhong.'
44. The agreement revolved around 'Project 359', which the agreement further clarified related to 'any portion of the Tender of the supply of 359 Electric Locomotives (22E) to Transnet SOC Limited, South Africa.'
45. The contract envisaged that Tequesta would 'provide advisory services in respect of the Project and will assist the company to improve its market share in the Territory and continue good relations and achieve its milestones with its clients' and 'provide advice and assistance to the Company on the process of the Contract and normal performance by the Company to ensure the smooth execution and success of the project. And especially, [sic] undertakes [sic] support and assist the Company for the timely payments and/or return of bank guarantees released by the Client until the fulfilment of all rights and obligations of the finished contract.'
46. Clause 3.3. of the agreement shows that Tequesta was effectively replacing JJ Trading as the primary agent on the 359 locomotive contract. It is not clear why JJ Trading was effectively removed from this role. Clause 3.3. runs:

The Company has advised TEQUESTA that a previous Agreement had been signed between CSR Zhuzhou Electric Locomotive Co., Ltd and JJ Trading FZE (hereinafter referred to as the "JJT"). However, the company advises TEQUESTA that in the event that JJT disputes or contests the cancellation or non-payment in a court of law and if the Court decrees that the Agreement with JJT is valid or the mutual agreement is reached between TEQUESTA and JJT, then the financial compensation to JJT, (which will not exceed the retention amount, that is $15 \%$ of the total payable to Tequesta under this agreement) will be deducted from the amount retained from TEQUESTA as per clause 6.1.6 and the balance (if there is) will then be paid to TEQUESTA within thirty (30) days after the Company receipt of the last payment and/or return of all bank guarantees released by the Client, whichever occurs later. Under this circumstance, the invoices with retention to the Company shall not be claimable and returnable to TEQUESTA.

> TEQUESTA shall resolve dispute with JJT through amicable consultation and ensure that there is no further dispute with the Company from either side.'
47. With JJT removed from the picture, Tequesta was thus due to be paid the remaining fees originally due to JJT related to Project 359, which were stipulated as follows under clause 6.1.1:

For the Project-related Advisory Services provided by TEQUESTA, as detailed in Annexure "A", TEQUESTA shall be entitled to an Advisory Fee of $21 \%$ (twenty percent ${ }^{2}$ ) of the Contract value of Project 359 awarded to the Company, based on 2\% (Two percent) of the Contract value as the success fee and $19 \%$ (Nineteen percent) of pro-rata to the milestone-based payments received by the Company from the Client. The Company has already paid 3.9\% of the Contract Value (R706 770 480.00) to JJT up to the Agreement date. The total payable to TEQUESTA under this agreement is $17.1 \%$ of the Contract value (R3 098916 720).
48. Banking records related to the accounts of two Essa-controlled Hong Kongbased companies, Tequesta and Regiments Asia (both addressed in more detail below), show that CSR did indeed make numerous large payments to Tequesta from the date of the signature of the contract onwards.

### 3.9. The CSR-Regiments Asia Payment Agreement: 10 June 2015

49. On the $10^{\text {th }}$ of June 2015, CSR Zhuzhou Electric Locomotive Co Ltd entered into an agreement with Regiments Asia Limited, a company registered in Hong Kong. The agreement is attached as Annexure H.
50. Company registration documents, attached as Annexure I, show that Salim Essa was the sole director of Regiments Asia when it entered into the $10^{\text {th }}$ of June 2015 agreement with CSR.

[^1]51. The agreement was signed by Salim Essa on behalf of Regiments Asia and by Zhou Qinhe for CSR.
52. The agreement revolved around the anticipated award of a 12-year maintenance contract by Transnet to service the locomotives purchased from CSR and CNR. Section 1 to the agreement thus defined the 'project' under discussion as 'the long term (expected 12 years) financial budget for the "Railways Spares \& Maintenance by Transnet SOC Limited, South Africa.'
53. Regiments Asia was to perform much the same duties as those performed by Tequesta in the agreement above, although, in this case, only in relation to the finalisation of Transnet's maintenance budget and the award of this to CSR. Regiments Asia was to be paid $21 \%$ of the contract price as awarded to CSR by Transnet. Section 6 to the agreement provided the details of how remuneration would be structured, and read:
6.1.1. Provided that the Contract is awarded to the Company for any part of the Project, the Company shall pay an amount equivalent to 21\% (twenty one percent) against the actually participated contract amount of the Company, including variations and extensions to REGIMENTS (the Service Fee).
6.1.2. The Service Fee will be paid to REGIMENTS as follows:
6.1.2.1. A percentage of the Contract amount will be treated as

- Success Fees and
- Certain other milestone payments and will become payable after the signing of the Contract between the Company and the Client and the receipt of the advance payment by the Company from the Client, and on reaching the said milestones respectively. These amounts will be determined closer to the time of finalization of the Contract and will be detailed in an addendum to this agreement.
6.1.2.2. The remaining amount will be paid in proportion to the payment received by the Company from the Client. The parties agree that
proportion and period is subject to the cash flow received from the Client. The detailed mechanism for this arrangement will be outlined in a separate addendum to this Agreement closer to the time of finalisation.
6.1.2.3 Within thirty (30) days after receipt of the payment by the Company from the Client; and
6.1.2.4. With the amount in the same currency as the payment received by the Company but in a currency to be intimated by REGIMENTS in each invoice that will be submitted by REGIMENTS to the Company. The exchange rate will be fixed on the date payment is received by the Company from the Client...


### 3.10. The CSR Payment Schedule

54. The documents/emails referred to hereunder are attached as Annexure J.
55. On the $22^{\text {nd }}$ of August 2015, Ashu Chawla was forwarded an email from the email address 'infoportal@zoho.com', which was given the name 'Business Man.'
56. The email from 'Business Man’ forwarded an email from the address zhangmiyu5642@qq.com. It is acknowledged in the Fundudzi Report that this email address was controlled by Zhang Minyu, an employee of CSR who served as the director CSR's Indian subsidiary. Minyu, meanwhile, was forwarding an email from Rupesh Bansal (replyrb@googlemail.com). As I discuss in more detail below, Rupesh Bansal was a director of the Worlds Window Group, which facilitated the transfer of funds from CSR and other sources to Gupta enterprise companies.
57. Bansal's email attached a document with the filename 'Final CSR 2015 workings.xlsx.' The document is, quite plainly, a calculation of the moneys that CSR had agreed to pay two Worlds Window controlled entities, JJ Trading FZE and Century General Trading, related to the 359, 100 and 95 locomotive contracts entered into between CSR and Transnet.
58. The calculations provided show that JJT was to be paid $21 \%$ of the total contract value for the 359 and 100 locomotive projects. This was equal to R3 805687200 (R3 805.6872m or R3.8bn) for the 359 locomotive contract and R924m for the 100 locomotive contract. Century General Trading was to be paid $20 \%$ of the contract value of the 95 locomotive contract, which equalled R523.32m. In total, JJ Trading and Century General Trading were due to receive R5 267007200 ( R 5.267 bn ) in payments from CSR in relation to the 359, 100 and 95 locomotive contracts. These calculations are set out below:

Table 1: Commissions Due to be Paid to JJ Trading and Century General Trading by CSR in Relation to the 359, 100 and 95 Locomotive Contracts

| Project | Total Value | Commission <br> Percentage <br> 95 | R2.686bn |
| :--- | :--- | :--- | :--- |
| 100 | R4.4bn | $20 \%$ | Amount |
|  |  | $21 \%$ | R0.537bn |
| 365 | R18.122bn | $21 \%$ | R0.925bn |

59. The document confirmed that CSR had already paid \$107 203912 to JJ Trading in relation to the 359 and 100 locomotive contracts, and \$16 699 902.89 to Century General Trading in relation to the 95 locomotive contract.
60. The document also confirmed that JJ Trading and Century General Trading were not due to retain the full fees paid to them by CSR. Instead, JJ Trading and Century General Trading were due to retain $15 \%$ of the total amount paid by CSR. While the document is silent on who was to receive the remaining $85 \%$, banking records from the \#Guptaleaks, addressed in more detail below, show that at least a portion of this $85 \%$ was paid to companies controlled by the Gupta enterprise by JJ Trading and the Worlds Window network.

### 3.11. Addendum to Agreements between CRRC, Regiments Asia and Tequesta Group: August 2016

61. In August 2016 (the exact date is unclear from the Agreement), CRRC signed an addendum to existing agreements with Regiments Asia and Tequesta Group. By August 2016, CSR had changed its name to CRRC through a merger with CNR. The addendum is attached hereto as Annexure K.
62. The addendum sought to vary to the terms of two prior agreements, namely:
a. The Business Development Services Agreement dated the $2^{\text {nd }}$ of January 2015 between CSR and Regiments Asia in relation to the 100 electric locomotives supplied to Transnet (the "100 Project Agreement");
b. The Business Development Services Agreement dated the $18^{\text {th }}$ of May 2015 between CSR and Tequesta Group in relation to the 359 electric locomotives project (the "359 Project Agreement")
63. The primary aim of the addendum was to modify the terms under which Regiments Asia and Tequesta were to be paid, and, in particular, waived CRRC's right to withhold portions of payments made to Regiments and Tequesta. As noted above, CRRC had retained $15 \%$ of all payments due to Tequesta and Regiments as surety. The addendum stipulated that this would no longer be the case, and that the withheld amounts to date (equal to $\$ 15,144,610 \mathrm{~m})$ would be paid to Tequesta and Regiments.
64. There were, however, two caveats:
a. First, the entire agreement was contingent on Transnet awarding CRRC contracts to provide maintenance services, as was contemplated by the Business Development Agreement between CSR and Regiments Asia dated the $10^{\text {th }}$ of June 2015.
b. Second, 'E-maintenance' for either the 95 locomotive or 100 locomotive projects 'have been effective and executed before October 2018 under the Maintenance Project as long as CRRC don't delay the Project.' The wording of this second caveat is ambiguous, but a reasonable interpretation is that CRRC would have delivered certain services, and received payment from Transnet, by October 2018.
65. In the event that neither of these conditions was met, CRRC would be entitled to recoup the $15 \%$ outlay against future payments that were due to be made to CRRC to Regiments Asia and Tequesta Group. CRRC, moreover, would be entitled to withhold all payments due to Tequesta Group in relation to the provision of the final 95 locomotives in the 359 Locomotive Project. These withheld amounts would be released within 90 days of the final payment being made by Transnet to CRRC. However, if there were any claims or delays, CRRC would be entitled to retain a $15 \%$ fee from the withheld funds to offset its own costs.
66. The effect of the agreement was thus to expedite a large payment to the Gupta enterprise through Regiments Asia/Tequesta Group, indicating that there was some degree of urgency on the part of the Gupta enterprise to have immediate access to this particular pot of funding. The expedited upfront payment would ultimately have the effect of delaying Tequesta's receipt of the full funds due to it from the 359 Project.
67. It is worth noting that this addendum is particularly useful in that it also provides an accounting for all payments made by CRRC to Regiments under the 100 Project Agreement and all payments made by CRRC to Tequesta under the 359 Project Agreement. This accounting has allowed investigators from amaBhungane to trace and track the funds paid to Regiments and Tequesta against individual projects. I deal with this in more detail in Section 6.3. below.

### 3.12. Addendum to the Agreement between CRRC Zhuzhou Locomotive and Regiments Asia: August 2016

68. At the same time that CRRC varied its agreements with Tequesta and Regiments in relation to the 100 and 359 projects, it also entered into an addendum modifying its February 2015 agreement with Regiments Asia in relation to the 95 project. The addendum, attached as Annexure L, had the same effect as the preceding addendum by expediting a single large payment to Regiments Asia, and terminating any claims on CRRC by CGT.
69. The addendum appears to indicate that, for some unknown reason, CSR/CRRC had been required to make 'double payments' to Regiments Asia and CGT. This appears to be the result of a dispute between Regiments Asia, CRRC and CGT, and, in particular, the displacement of CGT by Regiments Asia. The addendum required that this dispute be resolved by Regiments Asia such that CGT would raise no further claims against CRRC.
70. Paragraph 1.4 and a portion of Section 2 thus read:

As for the financial compensation due to Century General Trading FZE (CGT) under the Consultancy Agreement dated 14 April 2012 (Consultancy Agreement), Regiments shall resolve dispute with CGT through amicable consultation and ensure there is no further dispute with CRRC ZELC from either side...

Up until now CRRC ZELC has been making fee payments in accordance with the provisions of 95 Project Agreement and Consultancy Agreement. Parties recognise that CRRC ZELC has been obligated thus far to pay fees to both Regiments and CGT for the same 95 Electric Locomotives Project, which results in double payment. After this Addendum to Agreement becomes effective, CRRC ZELC will no longer be obligated to make double payments, instead CRRC ZELC will make future payments in accordance to the terms set forth in this Addendum to Agreement.'
71. The agreement further stipulated that CRRC would no longer withhold the $15 \%$ surety it had already retained and would pay this amount to Regiments Asia immediately. The retained amount due to be paid to Regiments Asia equalled \$4357543.04. However, this agreement was subject to the same caveats as appearing in the prior addendum, and, in particular, that the release of funds were contingent on the maintenance contracts being awarded by Transnet on the 95 or 100 locomotive projects, and that CRRC would be allowed to recoup any portion of the $\$ 4357543.04$ from payments due to Tequesta under the 359 agreement.

### 3.13. Summary Table of Agreements and Anticipated Fund Flows

72. Based on the foregoing, and calculations performed by amaBhungane (dealt with in Section 6.3 below), I have compiled the following summary table of agreements entered into by CNR, CSR, CRRC and ZPMC with JJT Trading, Century General Trading, Tequesta Group and Regiments Asia.

Table 2: Summary of Known Kickback Agreements Related to the Capture of Transnet by the Gupta Enterprise

| Date of Agreement | Chinese Party | Gupta Enterprise <br> Party or Other <br> Counter Party | Specific Transnet <br> Project | Payment Terms <br> Due |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
| 13 June 2011 | ZPMC | JJ Trading FZE | ICLM HQ 0762 - 7 <br> Cranes (total) for <br> Transnet | $3 \%$ success fee <br> based on Price A <br> $85 \%$ of Price B <br> Price A $=$ ZPMC's <br> original offer to | Unknown <br> Transnet <br> Price B $=$ Any <br> increase in price <br> paid to ZPMC by <br> Transnet over and <br> above Price B |


$\left.\begin{array}{|l|l|l|l|l|l|}\hline & & & & \text { commission }\end{array}\right]$| CNR (Hong Kong) |
| :--- |
| 20 May 2014 |


|  |  |  |  | R580m and whatever Transnet agreed to pay (ultimately R647.2m) |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 18 May 2015 | CSR Hong Kong | Tequesta Group | 359 Locomotive Project | $2 \%$ of contract value as success fee $19 \%$ of contract value as sales commission made as Transnet pays CSR | Remainder of original R3.787bn |
| 10 June 2015 | CSR Zhuzhou Electric Locomotive Company | Regiments Asia | 12 year maintenance plan | $21 \%$ of contract value paid by Transnet | R1.298bn |
| August 2016 <br> Addendum to original Business <br> Development <br> Agreements | CRRC |  <br> Tequesta Group | 100 Locomotive <br>  <br> 359 Locomotive <br> Project | Immediate release of $15 \%$ surety held by CRRC for past payments and retention by CRRC of future payments | \$18.2m |


|  |  |  |  | for final 359 <br> Locomotive Project until final payment received from Transnet as surety |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| August 2016 | CRRC | Regiments Asia | 95 Locomotive <br> Project | Immediate release of $15 \%$ surety held by CRRC for past payments and retention by CRRC of future payments for final 359 Locomotive Project until final payment received from Transnet as surety | \$4 357543.04 |

## Section 4: Payments Made to the Gupta Enterprise by Liebherr Cranes

73. On the $4^{\text {th }}$ of December 2011, Transnet advertised three separate Requests for Proposals (RFP) related to the expansion of the Ngqura Container Terminal. The first RFP called for proposals to supply 18 single-lift rubber tyre gantry cranes with an option to purchase a further 10 . The second RFP called for proposals to supply 4 twin lift ship to shore cranes with the option for a further 3 single lift cranes for the Ngqura Container Terminal and a further 2 single lift cranes for a second container terminal. The third RFP solicited proposals for a combination of the first two RFPs.
74. On the $17^{\text {th }}$ of February 2014, Liebherr Cranes announced that it had received the contract to supply 22 cranes to Transnet Port Terminals, including 18 single-lift rubber gantry cranes and 4 twin lift ship to shore cranes. ${ }^{3}$
75. Although SWI has not had insight into the procurement process that led to the decision, it is common cause that Liebherr Africa, assisted by Liebherr Ireland, were awarded the contract to supply the 18 rubbery tyre gantry cranes as well as the 4 twin lift ship to share cranes.
76. SWI has not seen any evidence that would speak to irregularities in the awarding of this contract such as internal Transnet minutes or forensic reporting. However, it notable that, on the $21^{\text {st }}$ of December 2011 at 11 h 56 , Ashu Chawla sent an email to Piyoosh Goyal (piyoosh@worldswindow.cc). I attach this email and memorandum as Annexure M. As I describe in more detail below, Piyoosh Goyal controlled the Worlds Window network that was used by the Gupta enterprise to receive and launder payments from China South Rail and ZPMC related to Transnet contracts.
77. The email to Mr. Goyal was sent with the subject 'Emailing: Update on Tender iCLM HQ 0829)_RTG \& STS Cranes Ngqura.' The email attached a Word document by the same name. The attached document was an internal
[^2]Transnet memorandum written by Transnet's Executive Manager of Capital Procurement (Mr. Denzil Pillay) to the Chief Executive of Transnet Port Terminals (Mr. Karl Socikwa). The memorandum is undated but the metadata of the file confirms that it was last saved on the $20^{\text {th }}$ of December. The memorandum provided a detailed update of the tender eventually won by Liebherr, including a step-by-step timeline of when Transnet would perform certain activities leading to the selection of the preferred supplier.
78. It is extremely concerning that Ashu Chawla was given access to such a sensitive document. It is equally concerning that this document was immediately forwarded to Piyoosh Goyal, a Gupta enterprise partner in the capture of Transnet. This is especially true when seen against payments made to Gupta enterprise companies by Liebherr.

### 4.1. Payments Made to the Gupta Enterprise by Liebherr Cranes

79. Records emanating from the \#Guptaleaks show that Liebherr made a number of payments to Gupta enterprise companies from at least July 2013 onwards.

### 4.1.1. Source and Records from the \#Guptaleaks Relating to Payments from Liebherr

80. The payments from Liebherr are reflected in four different sources from the \#Guptaleaks. First, on the 11 of September 2013, Jesamine Cook of Sahara emailed Ashu Chawla and Ugeshni Naidoo with the subject 'RE: Dubai Statements 11/09/2013.' The email and attached document is attached as
Annex N. The email attached an Excel spread sheet titled Dubai Statements 1109013.xIsx. The document is self-evidently a concatenation of bank statements for a number of Dubai-based bank accounts held by key Gupta enterprise companies including Accurate Investments, Global Corporation, Gateway Limited and Fidelity Enterprises. These four companies acted as the key nodes through which the Gupta enterprise received, laundered and dissipated funds from multiple sources, including from South African government programs such as Estina. They are addressed in detail in my
report on the laundering of funds related to the Estina dairy project which will have been presented in evidence at the Commission in advance of this report.
81. Returning to the Excel workbook: one of the sheets in the workbook was titled 'Accurate 01204077701 USD'. Other contextual documents from the \#Guptaleaks show that this referred to Accurate Investments US dollar denominated account held at Standard Chartered Bank in Dubai. The excel sheet records that on the $22^{\text {nd }}$ of July 2013, an amount of $\$ 905000.88$ was paid into Accurate's bank account. The transaction was referred to as 'INCOMING FUNDS LIEBHERR CONTAINERS.'
82. The second relevant document is described in detail in SWI's second submission to the Commission on Estina, and was attached to that submission as Annexure LEDG1. I refer to this document as the 'Dubai Ledger.' To avoid burdening these papers, this document is not reattached to this submission, but can be provided to the Commission if required. The summary sheet appearing at the first page shows that Liebherr paid $\$ 1,117,006.89$ into the Gupta enterprise Dubai network in the period covered by this ledger (the $1^{\text {st }}$ of March 2013 to the $26^{\text {th }}$ of February 2014). The individual payments recorded in this ledger, and their eventual dissipation, is described below.
83. The third relevant document is attached to this submission as Annexure O.

Annexure $\mathbf{O}$ is a document of my own creation. This document is a concatenation of a number of records sent by Sanjay Grover to Ashu Chawla. In particular, from the $11^{\text {th }}$ of February 2014 until the $6^{\text {th }}$ of August 2014, Sanjay Grover regularly forwarded Ashu Chawla an updated spread sheet recording daily transactions of the Dubai companies described in the Dubai Ledgers. A further three daily transaction ledgers were sent in October and December 2014. To assist the Commission with its work, the contents of all of these ledgers has been extracted and placed into a single workbook,
Annexure O. These ledgers allow us to trace further payments from Liebherr into the Gupta enterprise up until the end of 2014.
84. The fourth and final document was an email and attachment sent by Ronica Ragavan from her Oakbay email address to Ashu Chawla's Sahara email address on the $14^{\text {th }}$ of February 2015. The email attached an Excel spread sheet titled 'IS12.02.15.xlsx.' From the spread sheet's contents, it is plausible that 'IS 12.02.15' was shorthand for 'Income Statement' dated the $12^{\text {th }}$ of February 2015. The Excel spread sheet's metadata suggests it was created by Ronica Ragavan.
85. The first sheet of the workbook was titled 'Income', and headed 'Consolidated Books 7 February 2015.' At row 14 of this spread sheet the following appears:

A

86. The first column (under which ' $A$ ' was recorded) was titled 'Co', most likely company. ' $A$ ' in this context could plausibly refer to Accurate Investments, which, as I discuss below, Liebherr has publicly acknowledged paying as part of a consultancy agreement. The amounts recorded next to these columns referred to amounts in dollars and AED respectively. It is also not entirely clear what the second and third figures, which were recorded under the headings 'difference' and 'comments' may refer to. I submit that it is plausible that this document showed that further payments were anticipated to be made by Liebherr subsequent to the payments recorded in the Dubai ledgers, or had already been made. However, further banking documentation, including and especially bank statements related to Accurate Investments, would be required to confirm this.

### 4.1.2. Tracing the First Liebherr Payment

Amount: $\$ 905000.88$

## Beneficiaries:

a. 'Sahara' (presumably Sahara Computers): \$499 500
b. Star Engineering (Estina milk plant): $\$ 93378.61$
c. Wizcraft: AED 475620 for costs related to the 'Sun City' wedding of Aakash Jahajgarhia and Vega Gupta;
d. Vikas via JJT: AED 616560
87. I refer the Commission to Annexure 'Liebherr Diagram 1'. This Annexure provides a diagrammatic representation of the receipt and dissipation of the first payment made to Accurate Investments by Liebherr.
88. On the $22^{\text {nd }}$ of July 2013, Liebherr was recorded as paying $\$ 905000.88$ into Accurate's USD account at Standard Chartered Bank. Prior to this deposit, the account held a balance of $\$ 815.21$. The payment by Liebherr was recorded in both Annexures $\mathbf{N}$ and Annexure $\mathbf{O}$.
89. This amount was 'smurfed' into three amounts almost immediately, all paid into Global Corporation's Standard Chartered Bank USD account, each of which then created its own stream of recipients. The first stream was initiated with the deposit of $\$ 700000$ into Global's Standard Chartered USD account on the $22^{\text {nd }}$ of July 2013, which increased the balance in this account from $\$ 24948.68$ to $\$ 724948.68$. On the same day the amount was deposited into this account, $\$ 499500$ was paid to 'Sahara', almost certainly Sahara Computers.
90. The following day, on the $23^{\text {rd }}$ of July 2013, the remaining balance of the Liebherr payment was transferred from Accurate's Standard Chartered Account into Global's Standard Chartered USD account in two deposits valued at $\$ 130000$ and $\$ 60000$. These two deposits, when commingled with what remained of the earlier $\$ 700000$ deposit, increased the balance in this account from $\$ 225448.68$ to $\$ 415448.68$.
91. On the same day, the $23^{\text {rd }}$ of July 2013, $\$ 100000$ of this amount was transferred into Gateway's US Dollar denominated account at Standard Chartered. The following day, the $24^{\text {th }}$ of July 2013, $\$ 93378.61$ was paid to Star Engineering. As described in detail in a previous submission of SWI on

Estina, Star Engineering supplied a dairy processing plant for use on the Vrede Dairy Project through contracts with Gupta enterprise companies.
92. The remainder of Liebherr's first payment was transferred into Global's AED denominated account at Standard Chartered bank in two payments: \$166 845.32 (AED 620000 ) on the $23^{\text {rd }}$ of July 2013 and $\$ 115740$ (AED 425000 ) on the $24^{\text {th }}$ of July 2013. These amounts were immediately withdrawn in cash (AED 620000 on the $23^{\text {rd }}$ of July and AED 425000 on the $24^{\text {th }}$ of July 2013).
93. On the 23 rd of July 2013, AED616 560 was recorded as being paid to 'Vikas via JJT.' This almost certainly referred to a payment made to Vikas Chaturvedi, a Gupta enterprise employee in charge of logistics, by JJ Trading FZE, the latter of which formed part of the Worlds Window network and which I discuss in greater detail below.
94. Finally, on the $24^{\text {th }}$ of July 2013, AED425 000 in cash was deposited into Global's National Bank of Abu Dhabi's AED denominated account, where it commingled with a small pot of existing funds. On the same day, AED 475 620 was paid from this account to Wizcraft.
95. In addition to being recorded in the Dubai ledgers, the confirmation of the final payment to Wizcraft was also saved by Sanjay Grover in PDF form and emailed to Ashu Chawla. The email and invoice is attached as Annexure Q. The confirmation of payment shows that the AED 475620 was paid into the account of Wizcraft International Entertainment held at HSBC in Dubai with full account number AE3402000000035471754100. The purpose of payment was recorded as 'Invoice WIZ/DUB04/2013.'
96. On the $14^{\text {th }}$ of August 2013, Johan Schalkwyk, an attorney at Van Der Merwe Associates, forwarded a draft letter to Ashu Chawla. The email and attachment as appended hereto as Annexure R. The substance of the letter was to contest certain charges raised by Wizcraft against Fidelity Enterprises, which is not material here. However, the letter records that in March 2013 Wizcraft were asked to provide 'entertainment services' to Fidelity Enterprises
under the invoice WIZ/DUB-04/2013. It further records that a payment worth $\$ 129600$ was made to Wizcraft on the $24^{\text {th }}$ of July 2013, which a simple calculation shows was equivalent to the AED475 620 paid by Global to Wizcraft.
97. The \#Guptaleaks record a vast number of emails between employees of Wizcraft and the Gupta enterprise. The exchanges show that Wizcraft provided event management and artist services for the now infamous Sun City wedding of Aakash Jahajgarhia and Vega Gupta. It is thus extremely likely that this portion of the payment made by Liebherr was used to fund costs related to the Sun City wedding.

### 4.1.2. Tracing the Second Liebherr Payment

Amount: \$212 006.01

Beneficiaries:
a. Linkway Trading: \$599 327 (commingled funds from Liebherr and other sources, of which the Liebherr payment contributed $\$ 212$ 006.01)
98. I refer the Commission to Annexure 'Liebherr Diagram 2'. This Annexure provides a diagrammatic representation of the receipt and dissipation of the second payment made to Accurate Investments by Liebherr.
99. On the $17^{\text {th }}$ of February 2014, Liebherr deposited $\$ 212006.01$ into Accurate Investment's US Dollar account at Mashreq Bank. This deposit is the first deposit I can locate into this account; the payment thus increased the balance therein to $\$ 212006.01$.
100. The date of this deposit is notable. As recorded above, it was publicly announced on the $17^{\text {th }}$ of February 2014, the same day the payment was
made, that Liebherr Cranes had been awarded the Transnet Port Terminals contract. ${ }^{4}$
101. On the $25^{\text {th }}$ of February 2014, the Liebherr deposit was joined in the account by a payment of $\$ 450000$ from Global Corporation's Mashreq Bank US dollar account. My analysis shows that this amount ultimately derived from a payment made by Unlimited Electronic Computer, a Singapore-based company with close connections to the Gupta enterprise. The \$450 000 payment increased the balance in this account to $\$ 655$ 000.94.
102. Finally, on the $25^{\text {th }}$ of February 2014, $\$ 599327.58$ was transferred from Accurate's Mashreq US dollar account to Linkway Trading. This amount would necessarily have drawn from part or all of the $\$ 212006.21$ payment made by Liebherr on the $17^{\text {th }}$ of February 2014.
103. On the $27^{\text {th }}$ of February 2014, Ashu Chawla forwarded an email from an employee of Mashreq Bank (shyama@mashreq.com) to Ugeshni Naidoo and Rana Kumar with the subject line 'FW: Linkway.' The email is attached hereto as Annexure R. The email forwarded payment confirmation showing that the payment was indeed made to Linkway by Accurate. Linkway received the deposit in its State Bank of India account in Johannesburg and was described as 'payment for consultancy fees.' The Rand value of the transfer was recorded as R6 545581.

### 4.1.3. Tracing the Third Liebherr Payment

Amount: \$371 105.83

## Beneficiaries:

a. Oakbay: $\$ 400000$ of which $\$ 371105.83$ presumed from Liebherr

[^3]104. I refer the Commission to Annexure 'Liebherr Diagram 3'. This Annexure provides a diagrammatic representation of the receipt and dissipation of the third payment made to Accurate Investments by Liebherr.
105. This tranche was initiated with the payment of $\$ 371105.83$ from Liebherr into Accurate Investment's US dollar denominated account at Mashreq Bank on the $15^{\text {th }}$ of April 2014. The balance in the Mashreq account prior to this deposit was $\$ 6$ 182; this deposit increase the balance to $\$ 377288.51$
106. On the $28^{\text {th }}$ of April 2014, $\$ 375000$, which drew on the full Liebherr deposit, was transferred into Fidelity's US dollar denominated account at Mashreq Bank. The balance in the Mashreq account prior to the deposit was $\$ 50$ 967.12. The Liebherr funds commingled with this amount and increased the balance to $\$ 425$ 967.12.
107. Finally, on the following day, the $29^{\text {th }}$ of April $2014, \$ 400000$, drawing from the majority if not all of the Liebherr payment, was transferred from the Fidelity account at Mashreq to Oakbay. The precise Oakbay account that received the funds is not specified and will need to be verified against Oakbay banking records.

### 4.1.4. Tracing the Fourth Liebherr Payment Tranche

Amount: $\$ 1,105,368.16$ in three payments of $\$ 405$ 598.52, $\$ 402879.34$ and $\$ 296$ 890.30

Beneficiaries:
a. Brookfield Consultants: \$5m of which at least \$1 105368.16 from Liebherr
108. I refer the Commission to Annexure 'Liebherr Diagram 4'. This Annexure provides a diagrammatic representation of the receipt and dissipation of the fourth, fifth and six payments made to Accurate Investments by Liebherr.
109. The hallmark of these payments was that they were commingled and consolidated with other sources of funds to facilitate a single large payment of $\$ 5 \mathrm{~m}$ to Brookfield Consultants, a Gupta enterprise-linked company based in the US. It is for this reason that these payments are dealt with here as a single tranche.
110. Liebherr made three payments to Accurate Investment's US dollar denominated account at Mashreq Bank. The payments were made as follows:
a. $\$ 405598.52$ on the $7^{\text {th }}$ of May 2014, which increased the balance in the account from $\$ 283.44$ to $\$ 407$ 881.96;
b. $\$ 402879.34$ on the $9^{\text {th }}$ of May 2014, which increased the balance in the account from $\$ 407876.23$ to $\$ 810756.23$
c. $\$ 296890.30$ on the $26^{\text {th }}$ of May 2014.
111. The $\$ 296890.30$ payment was made on the same day that $\$ 2.2 \mathrm{~m}$ was deposited into the same account from Global Corporation's US dollar denominated account at Mashreq Bank. The commingling of the $\$ 2.2 \mathrm{~m}$ deposit with the Liebherr deposits increased the balance in the account to $\$ 3$ 307 641.46. An analysis of the Dubai ledger documents show that the $\$ 2.2 \mathrm{~m}$ derived from deposit of $\$ 4499836.44$ from JJ Trading on the $1^{\text {st }}$ of May 2014 in to the Mashreq account of Reliable.
112. Two further payments were made into Accurate's Mashreq account, commingling with the Liebherr funds. An analysis of the Dubai ledgers shows that these deposits were sourced from a range of mixed sources, including JJ Trading Century, which, as I discuss below, most likely derived from payments made to JJ Trading by China South Rail pursuant to the award of contracts by Transnet. The two deposits (AED1.7m on the 27 ${ }^{\text {th }}$ of May 2014 and AED4 545800 on the $28^{\text {th }}$ of May 2014) increased the available balance in the Mashreq account to $\$ 5007636.38$.
113. Finally, on the $28^{\text {th }}$ of May 2014, $\$ 5 \mathrm{~m}$ exactly was transferred from Accurate Investment's US dollar denominated Mashreq Bank account to Brookfield Consultants. The payment is described in the Dubai ledgers as 'Brookfield Mr. Ashish.'
114. Tax records filed in the US state of Texas (attached as Annexure S) show that Ashish and Amol Gupta signed tax return information on behalf of Brookfield Consultants. The registered address provided for Brookfield Consultants was 11811 North Freeway Suite 500 in Houston, Texas. Ashish and Amol Gupta are relatives of the Gupta brothers and are both US citizens.
115. The \#Guptaleaks show, on the $5^{\text {th }}$ of May 2014, Tony Gupta and Ashu Chawla were sent Brookfield's bank details at Chase Manhattan Bank by Ramesh Gupta (rgupta6666@yahoo.com). Ramesh Gupta is the father of Ashish and Amol Gupta. Tony Gupta forwarded these details to Ronica Ragavan and Ajay Gupta on the $7^{\text {th }}$ of May 2014. The email chain is attached as Annexure T.
116. On the $26^{\text {th }}$ of May 2014, three days before the payment to Brookfield was completed, Suresh Tuteja sent an email to Sanjay Grover and Ashish Gupta (ashishgupta@gmail.com). Tuteja commented that I am attaching herewith a letter which I request you please to sign and return immediately so that payments are made tomorrow.' The email attached a MS Word document with the filename chase letter.docx. The email and attachment are appended hereto as Annexure $\mathbf{U}$. The text of the letter ran:

From : Ashish Gupta
10914, Princeville CT Bakers Field CA 93111 USA
Dated 26-05-2014

[^4]
## Re: Payment in terms of Clause no 6 of Agreement Dated 14th May 2014.

I refer to the clause no 6 of Agreement dated 14th May 2014 as per which you as a second purchaser need to pay me, as a first purchaser, an amount of US $\$ 10$ Million paid by me to seller into my following designated bank account:

Name Brookfield Consultants Inc
Bank Address for Wire 1, Chase Manhattan
New York
Account no 537557618
Swift Code CHASUS33
Yours faithfully

Ashish Gupta
117. On the same day, Ashish Gupta responded to Suresh Tuteja attaching a signed copy of the letter. The only notable change was that Ashish Gupta changed his address to 11811 North Freeway Suite 500, the registered address as recorded in Brookfield Consultants' tax returns to the state of Texas. Shortly thereafter, the letter was forwarded by Tuteja to Sanjay Grover and Ronica Ragavan with the explanation: 'Please find attached a letter received from Mr Ashish Gupta to be submitted to Bank alongside copy of agreement for making remittance tomorrow.'
118. Unfortunately I have been unable to locate the agreement referred to in the above correspondence. However, the above strongly suggests that the payment to Brookfield was overseen and controlled by the Gupta enterprise and to the benefit of a company controlled by relatives of the Gupta brothers.
119. Although I have not been able to review the aforementioned agreement related to Brookfield, I do note that the payment of $\$ 10 \mathrm{~m}$ to Brookfield from Gupta enterprise companies does seem to have been made through two transactions valued at $\$ 5 \mathrm{~m}$. These two payments include the payment from Accurate describe above, and an additional $\$ 5 \mathrm{~m}$ payment made to Brookfield
from Accurate Investment's US dollar denominated account at Bank of Baroda. The Dubai ledgers show that the sources of the $\$ 5 \mathrm{~m}$ payment from Accurate Investment's Bank of Baroda account were mixed, but were largely drawn from deposits into other Gupta enterprise accounts in Dubai by JJ Trading and its affiliates.

### 4.1.4. Tracing the Fifth Liebherr Payment Tranche

Amount: $\$ 638950$ in two payments of $\$ 386110$ and $\$ 270840$.

Beneficiaries:
a. Unclear as Dubai ledger records end shortly after deposits made
120. I refer the Commission to Annexure Liebherr Diagram 5. This Annexure provides a diagrammatic representation of the receipt and dissipation of the seventh and eighth payments made to Accurate Investments by Liebherr.
121. On the $9^{\text {th }}$ of October 2014, Liebherr deposited $\$ 368110$ into Accurate Investment's Mashreq US dollar denominated account. The balance in the account prior to this deposit was $\$ 7619.94$ and $\$ 375729.94$ thereafter.
122. There was no activity in the Accurate Mashreq account until the $1^{\text {st }}$ of December 2014, when Liebherr transferred a further \$270840 into the same Mashreq account. This increased the balance in the account to $\$ 646$ 564.86.
123. On the $9^{\text {th }}$ and $10^{\text {th }}$ of December 2014, two amounts of $\$ 20000$ were transferred from the this Mashreq account drawing from the Liebherr deposits to Fidelity Enterprises US dollar denominated Mashreq Bank account. I was unable to trace the ultimate end-point of these funds as the Gupta ledger records terminate shortly thereafter.
124. Also on the $10^{\text {th }}$ of December 2014, $\$ 200000$ was transferred from Accurate's Mashreq account to Global Corporation's US dollar denominated account at
the Bank of Baroda, where it commingled with existent funds. The following day, $\$ 243$ 000, drawing on the $\$ 200000$ deposit ultimately from Liebherr, was transferred to Fidelity's US dollar denominated account at the Bank of Baroda. I was unable to trace the ultimate end-point of these funds as the Gupta ledger records terminate shortly thereafter.

### 4.2. The Relationship between Accurate Investments and Liebherr Cranes

125. In July 2017, Liebherr released a press statement in response to articles in the South African media regarding the payments to Accurate Investments. Liebherr stated that they took the allegations 'very seriously' and committed to 'fully investigate' the matter internally. ${ }^{5}$
126. On the $16^{\text {th }}$ of October 2017, Liebherr released a press statement, which read:

In accordance with Group policies, the ultimate holding company of the Liebherr Group - Liebherr-International AG — therefore conducted an internal investigation into this matter. The results of this investigation show that the transactions under investigation were legally sound and not in violation of any applicable laws or regulations on the part of the Liebherr entities and employees involved.

The selection of a sales agent such as Accurate Investments Ltd. to provide interface services to the end user during the tender, procurement and supply process is a practice, which is common in the sales process for capital expenditure projects. It is also common that such a sales agent receives a nominal commission for the services provided in the event the tender, procurement and supply process is successfully completed.

[^5]In the case in question, Accurate Investments Ltd. was the sales representative selected by Liebherr Container Cranes Ltd. As required by the Group's due diligence process, Liebherr Container Cranes Ltd. performed background checks prior to entering into the agency agreement with Accurate Investments Ltd. These background checks did not indicate any malpractice on the part of Accurate Investments Ltd.

The internal investigation report did observe, however, that the Group's defined due diligence process might have been implemented in a more stringent manner in this case by pushing the performed background checks to an even higher level than the ones actually performed.

Being aware of the increased risks associated when agents are included in any type of transaction, Group companies, management and employees must strive to insure that the Group's standards of scrutiny and diligence are complied with in day-to-day business.
127. The gist of Liebherr's response is that they admit to employing Accurate Investments as a sales agent, but that they insist that their use of Accurate Investments was legal.
128. It is perhaps trite to note that a company investigating itself cannot be relied on entirely to form a full picture of events as they transformed. In this regard, I submit that the Commission should, as far as possible, seek further information from Liebherr AG, including the underlying material that was assessed as part of Liebherr's internal investigation, and the final investigative report itself. These materials should also be subject to critical examination, including enquiring why Liebherr believed it appropriate to make such payments regarding contracts issued by state entities, what led Liebherr to believe Accurate Investments could offer any legitimate services related to the contract, and whether these representations were subject to meaningful scrutiny.
129. Shadow World Investigations contacted Liebherr to ask if the company wished to add to the statement by way of any further clarifying statement. The company responded noting:

In 2017, we conducted an internal investigation into the role of Liebherr Container Cranes Ltd. based in Killarney (Ireland) in the context of the processes you mentioned. In doing so, we took into account all the information available to us.

In a public statement on October 13 of the same year, we made available the results of this investigation...

With the completion of the investigation report and the publication of the results, we consider the case to be concluded for us. We ask for your understanding in this regard.
130. I find Liebherr AG's response (attached as Annexure "WW") to be most unsatisfying. I do not understand how Liebherr could legitimately have employed a sales agent with no infrastructure of note, few if any employees, no online presence, based in the UAE, and subject to the control of a lone director (Sanjay Grover) who is an Indian national with no obvious connections to South Africa, to facilitate its bids to win contracts in South Africa. Any credible compliance investigation, and, indeed any reasonable observer, must question what an entity of this nature could offer to Liebherr to justify such large success fees.
131. The \#Guptaleaks and the Dubai ledgers in particular paint a vivid picture of the true nature of Accurate Investments. These show that not only was Accurate Investments beneficially owned and controlled by the Gupta enterprise, but that its function in the Gupta enterprise was to act primarily as a cut-out through which money was laundered. A review of the Dubai ledgers shows that in 2013, the only incoming funds into Accurate that was not sourced from other Gupta enterprise companies were funds paid by Liebherr. In 2014, Liebherr and an unknown entity called VK Trading Hong Kong were the only non-Gupta enterprise controlled companies that made payments to Accurate Investments. Accurate Investments' bank accounts in Dubai were
thus used exclusively to receive funds from Liebherr and VK Trading Hong Kong, and to receive and transmit other funds from the Gupta enterprise network.
132. I submit that it is difficult to understand how a company, incurring no notable expenses - and incurring no expenses in South Africa - could legitimately assist a multinational engineering firm secure a contract in South Africa.

## Section 5: Transnet, the Gupta Enterprise and the Worlds Window Network

133. From at least 2010 onwards, the Gupta enterprise entered into an extensive and complicated business relationship with the Worlds Window Group, a socalled scrap metal recycling company based in India with multiple subsidiaries in India and abroad. This relationship included the adoption and creation of a sophisticated money laundering network spanning multiple countries. This network was used, inter alia, to receive, launder and dissipate payments made to the benefit of the Gupta enterprise from China South Rail and ZPMC.

### 5.1. The Worlds Window Network: Relevant Companies

134. All documents referred to in this section are attached hereto as Annexure V.
135. The heart of the Worlds Window network is the Worlds Window Group, whose website is viewable at www.wwg.co.in. According to the Group website, Worlds Window began its life in 1997 by 'trading ferrous and non-ferrous metals scrap.'
136. The Worlds Window Group encompasses a vast array of businesses. I do not list every company here, but highlight those companies that \#Guptaleaks records show were involved in business with the Gupta enterprise:
a. Worlds Window Impex India Private Limited, which is described on the Worlds Window Group as the 'flagship of the group and one of the largest importers in North India.' Indian company records show that Worlds Window Impex Private Limited was established in India on the $14^{\text {th }}$ of February 1997 with the company number U51109DL1997PTC085138 at the address 75 Khirki Village, New Delhi. Worlds Window Impex India Private Limited is 49\% owned by International Metal and Steel BV (IMSBV). IMSBV is a wholly-owned subsidiary of European Metals Recycling based in Liverpool.

Indian company records show that at least 13 other companies featuring Worlds Window in their name were established in India and share the same registered address as Worlds Window Impex. I list these companies below as \#Guptaleaks accounting records suggest that some of these companies may have been used by Worlds Window to launder funds to the benefit of the Gupta enterprise, especially the Uria and Exim subsidiaries. The 13 additional companies are:
i. Worlds Window Agro Private Limited;
ii. Worlds Window Cabs Indian Private Limited (now inactive);
iii. Worlds Window Developers Private Limited;
iv. Worlds Window Ecotrade Private Limited;
v. Worlds Window Estate Private Limited;
vi. Worlds Window Exim Private Limited;
vii. Worlds Window Farming Private Limited;
viii. Worlds Window Greenfield Private Limited;
ix. Worlds Window Holding Private Limited (now inactive);
x. Worlds Window Infrastructure and Logistics Pvt Ltd;
xi. Worlds Window Trading Private Limited;
xii. Worlds Window Urja Private Limited;
xiii. Worlds Window Wardha Infrastructure Private Limited.
b. Everest Metals FZE based in Dubai, which the Worlds Window Group claims was established in 2008 as the 'international trading arm of the Group.' The Worlds Window Group website lists Everest Metal's address as being in the Hamriyah Free Zone, Sharjah, United Arab Emirates. Everest Metal's company filings appearing in the \#Guptaleaks confirm this address, although they do not provide a company number. As I show below, Everest Metals FZE was involved in a seeming loan-back scheme with the Gupta enterprise company Westdawn Investments in South Africa;
c. Arctos Trading (Pty) Ltd, a South African company with enterprise number 2011/002541/07 that was incorporated in 2011. \#Guptaleaks records show that Arctos housed mining assets on behalf of Worlds Window in South Africa, although there is little evidence that the assets were ever formally transferred to Arctos, and shared a mining contractor agreement with the Gupta enterprise company Idwala Coal. The records also show that Arctos was used to transfer funds to and from the Gupta enterprise network and the World's Window network. Arctos Trading was beneficially owned by Vasudhamaa Resources PTE Ltd, a company incorporated in Singapore with the registration number 201100949G. Company filings for Vasudhamaa Resources appearing in the \#Guptaleaks show that one of the two directors was Anil Kumar Misra, a director in other Worlds Window group companies and the CFO of the Worlds Window Group according to its website. Closing the Worlds Window-Gupta enterprise circle, Arctos' registered address was 144 Grayston Ridge, Katherine Street, Sandton, an address shared by a number of other Gupta enterprise companies.

Arctos' role in the Worlds Window Group has been extensively scrubbed from the Worlds Window Group website since the publication of stories linking Goyal to the Gupta enterprise. However, the Worlds Window brochure, referred to previously and published on the Worlds Window group website prior to the emergence of news stories on Goyal and the Guptas, dedicated a full page to Arctos, noting:

Arctos Trading Pty Ltd epitomizes what the Worlds Window Group represents. It is the South African component of the Worlds Window Group, with a portfolio comprising interests in the logistics, trading and freight forwarding areas. The company is supported by a team of highly experienced and talented individuals hailing from the mining industry.'
137. All documents relevant to this section are attached as Annexure W.
138. The Worlds Window Group website lists the following eight individuals as the 'Group mentors' to Worlds Window Group and as the 'key individuals' responsible for running the Group:
a. Mr. Mahesh Goyal, the 'Group Mentor';
b. Mr. Anil Misra, 'Group CFO', a chartered accountant who has been 'associated with WWG since its early days'. Company records show that Misra is a director of Worlds Window Impex Private Limited (the Worlds Window flagship) and Vasudhamaa Resources, which owned Arctos Pty Limited in South Africa
c. Mr Naveen Agrawal, the 'Director of Manufacturing' and a director of Worlds Window Impex Private Limited.
d. Kapil Jain, the Group Vice President in charge of finance;
e. Captain Sanjeev Rishi, an 'advisor';
f. Mr. H.S Mann, the director and CEO of Coal Trading;
g. Ms. Aruma Sharma, an 'advisor'
h. Mr Rajiv Kochhar, the 'Vice President' in charge of 'Commercial and Projects.'
139. Strangely, the person who appears to be the most central to the entire group, Mr. Piyoosh Goyal, is not listed on the World's Window current website. Piyoosh Goyal is a director of Worlds Window Impex Private Limited. The \#Guptaleaks shows that Goyal was central to establishing the relationship between the Gupta enterprise and the World's Window network. Goyal was implicated in a corruption scandal and prosecution in India in 2013.

Archived copies of the Worlds Window Group website gave much more prominence to Goyal. On a page entitled 'Group Chairman Speaks', Goyal delivered four paragraphs of corporate boilerplate. A Worlds Window Group
brochure, also previously uploaded to the Worlds Window website but no longer available, also prominently highlighted the role of Goyal - 'a true visionary', according to the brochure - in forming and running the group. The brochure is attached as Annexure $\mathbf{X}$.
140. Other notable Worlds Window employees appearing in the \#Guptaleaks records are:
a. Shuchi Bansal, the Executive Assistant to the Chairman's Office;
b. Amit Agrawal, an accountant at Worlds Window who corresponded with Ashu Chawla with regards to payments made by Everest Metals FZE in South Africa;
c. Pooja Puri, a Worlds Window employee who corresponded extensively with Ashu Chawla regarding payments made by Everest Metals FZE;
d. Lalit Tewari, a Worlds Window employee who the \#Guptaleaks records show was involved in running Arctos and operating an Arctos email account (Ialit.tewari@arctos.co.za). Tewari appears to have been integrated into the Gupta enterprise, operating an Oakbay email address (Ialit@oakbay.co.za) from at least March 2014 and an Elgasolve email address from at least August 2014.

### 5.3. The Worlds Window Front Companies: JJ Trading FZE and Century General

 Trading141. All documents relevant to this section are attached as Annexure $\mathbf{Y}$
142. Two corporate vehicles were used to enter into agency agreements with Chinese suppliers to Transnet, to receive payments therefrom, and to distribute those payments to the Gupta enterprise: JJ Trading FZE and Century General Trading FZE. Both of these entities were controlled by the Worlds Window network.

### 5.3.1. JJ Trading FZE

143. JJ Trading FZE is registered in the United Arab Emirates and runs a website at http://www.jitrading.co.in/. The website lists JJ Trading FZE's address as PO Box 51016, Hamriyah Free Zone - Sharjah U.A.E. The JJ Trading FZE website claims that the company is involved in the trading of scrap metal, rice, grains, pulses, edible oil and 'chemical.' Numerous business directories list Mr. Ramratan Jagati as the contact person for JJ Trading FZE. A Linkedln profile in Jagati's name lists Jagati as the 'manager at J TRADING FZE.'
144. Ramratan Jagati appears in the \#Guptaleaks records on three occasions using his Yahoo email address: ramratanjagati@yahoo.com. The emails show that Jagati controlled JJ Trading FZE but did so at the behest and direction of the Worlds Window Group.
145. The first correspondence involving Jagati was initiated on the $31^{\text {st }}$ of December 2011, when Adesh Vashishta, an employee of SES India (the main Gupta enterprise company registered in India), emailed Ashu Chawla's Sahara and SES India email addresses, copying two further SES employees Naresh Khosla and Piyush Shah. Vashishta forwarded the banking details and how an amount of $\$ 3.5 \mathrm{~m}$ was to be split and paid to three Gupta enterprise companies, ITJ Retails Private Limited, Sahara Computers and SES Technologies. On the $1^{\text {st }}$ of January 2012, Ashu Chawla forwarded the email to Ramratan Jagati's Yahoo email address, copying in Amit Agrawal, a Worlds Window accountant (amit.accounts@worldswindow.cc). Chawla wrote: 'Dr Mr. Ramratan, Here is the final figures for rtgs.'
146. Guptaleaks accounting records, most notably the Worlds Window-Gupta enterprise hawala ledger (described in more detail below) record that payments roughly equal to the amounts described in the abovementioned email were recorded as being transferred from JJ Trading to the three recipients. Row 138 of the 'Account 1' sheet in the hawala ledger, for example, shows that $\$ 1.1 \mathrm{~m}$ was transferred from JJ Trading to ITJ 'Retial' [sic] on the $2^{\text {nd }}$ of January 2012: the day after Ashu Chawla's email and equal
to the exact amount that was requested to be paid. As I show in some detail below, the transfers requested by Ashu Chawla would have drawn from funds that were commingled with payments to JJ Trading by ZPMC.
147. The second Jagati-related correspondence began on the $2^{\text {nd }}$ of June 2012, when one Ravi Gupta (junkyardscrap@gmail.com) emailed Ramratan Jagati, copying pooja@everestmetals.ae. This latter address was controlled by Pooja Puri, who the \#Guptaleaks show was in frequent contact with Ashu Chawla regarding payments from Everest Metals. Ravi Gupta requested that Jagati 'please provide USD 1,000,000 to Arctos.'
148. On the $3^{\text {rd }}$ of June 2012, Jagati emailed Ravi Gupta and one Puneet Gupta, copying Pooja Puri. The email included confirmation that two SWIFT transfers had been made from IMR General Trading FZE to Arctos; the first worth $\$ 150$ 000 and the second worth $\$ 1 \mathrm{~m}$. Incidentally, both were recorded as being 'against purchase of scrap metal', which was almost certainly fraudulent. IMR General Trading FZE is beneficially owned by Piyoosh Goyal according to investigations by amaBhungane.
149. The following day, Pooja Puri, now writing from his Worlds Window email address, emailed a number of other Worlds Window staff including Puneet Gupta and others, as well as Rajiv Dabas, an employee of Arctos. Puri forwarded the SWIFT confirmations, describing them as 'Payment for BOB instalment, may please get it trfd from SBI to BOB at the earliest.' As I will show in more detail below, this interaction referred to the repayment of a loan taken out by Everest Metals from Bank of Baroda in South Africa, which was, in reality, a means of recycling funds to the benefit of the Gupta enterprise.
150. The following day - the $5^{\text {th }}$ of June 2012 - Rajiv Dabas forwarded this chain of correspondence to Ashu Chawla, who shortly thereafter forwarded it to Ugeshni Naidoo.
151. The final email chain from the \#Guptaleaks involving Jagati was initiated on the $13^{\text {th }}$ of June 2013 when Jagati emailed Ronica Ragavan at her JIC email
address, Ashu Chawla and an email address styled 'name1794@gmail.com.' I do not know definitively who operated the name1794@gmail.com address, but suspect that it could have been Ronica Ragavan as the email address was saved against the contact name 'Ron.' Additionally, this address received correspondence of the type that was typically sent to Ronica Ragavan, Sahara cash accounting spread sheets in particular.
152. The email from Jagati forwarded a SWIFT confirmation showing two payments made from JJ Trading FZE. The first payment worth \$1 110000 had been paid by JJ Trading FZE into ITJ Retails Private Limited's account at HDFC bank. The second payment was valued at $\$ 2146686.46$ and sent from JJ Trading FZE to the bank account of Sahara Computer and Electronics at HDFC bank in New Delhi. Both payments were given the payee reference 'Channel Tech Deal.' This most likely refers to Channel Tech Distribution FZCO registered in Dubai. The Worlds Window-Gupta enterprise hawala ledger shows two payments to Channel Tech Distribution, a Gupta enterprise company, in 2010. Numerous \#Guptaleaks emails show a number of transactions between Channel Tech and Gupta enterprise companies including Sahara and SES Technologies.
153. Two additional facts further link JJ Trading FZE to the Worlds Window network. First, investigations by amaBhungane have revealed that Jagati's Facebook page showed that he was friends with 41 Worlds Window managers and employees at the time of the writing of the article (January 2018). ${ }^{6}$
154. Second, customs data shows that JJ Trading FZE was recorded as the 'shipper' for two shipments of scrap metal to the United States in May 2015. The bill of lading records the customer as Worlds Window Imp \& Exp India Prvt Ltd. This further confirms that existence of a close and supportive relationship between Worlds Window and JJ Trading.
[^6]
### 5.3.2. Century General Trading

155. Like JJ Trading FZE, Century General Trading (CGT) is registered in the UAE. CGT's now-defunct website stated that CGT was 'a UAE based Metal Trading company dealing in all forms and grades of Non-Ferrous Metals and Residues across the globe.' The address provided on the Century General website was PO Box 16423, Ras AI Khaimah, UAE.
156. Domain Name Server (whois) records show that CGT's website was registered by Ramratan Jagati.
157. CGT appears in the \#Guptaleaks on three occasions. First, on the $11^{\text {th }}$ of February 2013, Jesamine Cook from Sahara emailed Ashu Chawla with the subject 'Statements.' Attached to the email was an Excel spread sheet into which the bank statements of various Gupta enterprise companies in Dubai had been placed. The statements show that the Guptas' Global Corporation received a deposit of \$463 216.88 from Century General Trading FZE on the $8^{\text {th }}$ of January 2011.
158. On the $13^{\text {th }}$ of November 2014, Ravindra Nath emailed Piyoosh Goyal, Sapna Jain (a Worlds Window employee), Nitin Goyal (an employee of Wone Management) and Ronica Ragavan. The substance of Nath's email was that Arctos Trading needed to complete an annual audit, but that certain information was missing. One of the pieces of information missing were 'debtor statements and ledgers' for, inter alia, Century General Trading FZE. Thus Arctos Trading had taken a loan from Century General Trading FZE, or, at the very least, was reflecting that such a loan was taken.
159. On the $4^{\text {th }}$ of December 2014, Nath emailed the same interlocutors again, reminding them that certain information was still outstanding that would allow Arctos Trading to complete its audit. Attached to this email was an Excel spread sheet with the filename Updated Trial Balance 31.12.13.xIsx. The spread sheet set out the balance sheet for Arctos Trading. The balance sheet recorded an outstanding loan given to Arctos by Century General Trading

FZE, with an outstanding balance of R8 998 704.62. Metadata information for the spread sheet shows that it was created by Sapna Jain, an employee of Worlds Window.
160. Together, these emails show that Century General Trading was used to make payments to the Gupta enterprise, and was used as a vehicle against which loans were granted to Arctos (whether genuine or not), which was controlled by the Worlds Window network. In the context of an extended and complicated business relationship, I submit that the most reasonable inference to draw is that CGT was controlled by the Worlds Window network, and was used by the Worlds Window network to, inter alia, make payments to the benefit of the Gupta enterprise. The contextual text included in the agreements between CSR and Gupta enterprise companies, described above, appears to confirm this reading.
5.4. The Nature and Development of the Relationship between Worlds Window and the Gupta enterprise
161. The \#Guptaleaks records show that the Gupta enterprise and the Worlds Window network developed extremely close ties in the years between 2010 and at least 2016 when the \#Guptaleaks records cease. These business ties encompassed a large number of business deals and a very large number of inter-company and inter-personal financial transactions. The scale and extent of the relationship between the Gupta enterprise and the Worlds Window network precludes it from being described in full here. Instead, I focus on tracing the origins of the relationship, notable business entanglements between the two parties, including investments by Worlds Window in the Gupta enterprise, and, most importantly, prima facie evidence showing that both parties were party to elaborate money laundering schemes.

### 5.4.1. Earliest Direct Mentions of Piyoosh Goyal and Worlds Window Group

162. All documents relevant to this section are attached as Annexure $\mathbf{Z}$
163. The earliest mention of Piyoosh Goyal or Worlds Window directly in the \#Guptaleaks is from the $24^{\text {th }}$ of July 2010. The correspondence focused on the itinerary of Goyal's travel to Johannesburg in late July. Further correspondence shows that Goyal travelled to South Africa again in November 2010.
164. By January 2011 the relationship was sufficiently advanced and Goyal presumably considered influential enough that one of the twenty tables curated for the prestigious New Age Dinner in January 2011 had been set aside for him and described as 'Piyoosh Table.' The guests allocated to Goyal's table included Kgalema Mothlante, the 'ex DG Labour', 'DDG DMR', one Mike from Correctional Services, one Siyabonga an 'Advisor to Min PE', the 'DG Public Enterprise', 'DG Transport' and 'DG Foreign Affairs.'
165. Correspondence from May 2011 onwards shows that Ashu Chawla was involved in booking accommodation for Worlds Window staffers at the Guptas' luxury Clifftop Lodge. In June 2011, Beverlie Hardie emailed Clifftop Lodge staff, copying Chawla, requesting a booking for the 'Honeymoon suite', which would be paid for by Sahara. The guests were Piyoosh Goyal, his wife and child, who would be arriving via helicopter.

### 5.4.2. The Relationship Between the Gupta Enterprise and the Worlds Window Network: Introducing the 'hawala ledger.'

166. It is likely, however, that a direct and material financial relationship between the Worlds Window network and the Gupta enterprise began prior to July 2010.
167. On the $19^{\text {th }}$ of August 2013, Ronica Ragavan sent an email to Ashu Chawla with the subject 'SA1 (2) current account.xlsx', and wrote 'Is this what u looking for / [sic]'. The email attached an Excel workbook that shared the same name as the email subject. The workbook is perhaps the most important document in understanding the financial relationship between the

Gupta enterprise and the Worlds Window network. The workbook is attached hereto as Annexure AA and is referred to as the 'hawala ledger' hereon.
168. Prior to moving onto the detailed content of the workbook, it is worth highlighting that the sheets titled 'Account 1' and 'Account1 (2)' are headed Worlds Window in a highlighted purple row.
169. The workbook has all the hallmarks of a 'hawala' ledger. Hawala is a form of money transfer and currency exchange that is common and popular in the Middle East and South Asia. Hawala transactions most often involve two hawala brokers in different countries. The brokers will solicit customers who ask to send or receive cash from abroad. The first broker will accept the funds and inform the second broker in the second country to pay out the amount. This amount is then deducted from a shared ledger. The net result is that money is sent across borders, often instantaneously, without any electronic transfers taking place. In addition to being quick and efficient, hawala systems leave no paper trail, making them susceptible to tax evasion and money laundering. Using hawala systems also allows the participants to avoid currency exchange or banking charges, which, in the South African context, means effectively operating outside of the Reserve Bank's currency reporting and control regime.
170. Returning to the ledger: Column $B$ lists all entities controlled by Worlds Window. Column C lists all entities controlled by the Gupta enterprise or otherwise entities receiving funds to the benefit of the Gupta enterprise. Columns D described the method of payment or transfer, such as cash or bank deposits into various accounts. Column E recorded the country where the deposit was made. Columns F, G, H and J recorded the amount of each individual transaction in its appropriate currency, although all figures are ultimately turned into a dollar equivalent in Column J through the application of the prevailing exchange rate, which was recorded in column I. Column K provides the running balance between the Worlds Window network and the Gupta enterprise.
171. The ledger balance operated according to the amounts owed to the Gupta enterprise by the Worlds Window network. Thus a payment received by the Worlds Window network is deducted from the running total, as this increases the amount that is owed to the Gupta enterprise by the Worlds Window network. Conversely, payments to the Gupta enterprise are added to the balance as a credit as this reduces the amount the Worlds Window network owes to the Gupta enterprise.
172. The direction of the flow of funds for each transaction is thus determined by whether the transaction is recorded as a credit or debit; amounts that are recorded as a credit reflect payments out of the Worlds Window network into Gupta enterprise companies, while amounts recorded as debits are payments made by the Gupta enterprise to the Worlds Window network.
173. To take one illustrative example, I have reproduced Row 8 in the sheet 'Account1' below:

|  |  |  | Mode of <br> Payment | Country | Amount <br> USD | Balance |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| 7-Jun-10 | JJ | Sahara | HSBC | Dubai | $1,000,000$ | - |
|  |  | Computer <br>  <br> Electronics | Bank <br> USD |  |  | $3,246,104$ |
|  |  |  |  |  |  |  |

174. This row records a payment made to Sahara Computers \& Electronics by JJ, almost certainly JJ Trading. The payment is made into a Sahara US dollar denominated bank account at HSBC and is worth $\$ 1 \mathrm{~m}$. We know that the payment is to Sahara from JJ Trading as the amount $(1,000,000)$ is recorded as a positive integer or credit, which effectively means that the Worlds Window network has reduced what it owes to the Gupta enterprise. The balance figure in the table above is made up of the balance prior to this transfer $(-4,246,104)$, against which an amount of $\$ 1 m$ has been credited, thus decreasing the balance to $-3,346,104$. Or, more simply, the Worlds

Window network owes the Gupta enterprise network \$1m less than it did prior to this transaction ( $-4,246,104$ versus $-3,246,104$ ).
175. My confidence in relying on the hawala ledger as an accurate record of the financial flows between the Worlds Window network and the Gupta enterprise is due to the fact that a large number of the transactions recorded in the hawala ledger are also recorded in correspondence between the two organisations in the \#Guptaleaks through the sharing of payment confirmation documents. An example of this phenomenon is dealt with in more detail below when I describe the 'Everest-Westdawn' loan-back scheme. I also attach, as
Annexure BB, a copy of every payment confirmation I have been able to locate in the \#Guptaleaks that corresponds to payments in the hawala ledger.
176. A review of the hawala ledger shows that the transfer of funds between the Worlds Window network and the Gupta enterprise began in at least June 2010. The first recorded transaction involving an entity definitely controlled by the Gupta enterprise was the transaction that took place on the $7^{\text {th }}$ of June 2010 described above for illustrative purposes. ${ }^{7}$ The ledger records over 300 payments to and from Gupta enterprise companies and the Worlds Window network from this first payment in June 2010 until the last date recorded in the ledger, the $22^{\text {nd }}$ of February 2013.
177. In preparation for my testimony before the Commission, Commission staff provided me with additional banking documents emanating both from HSBC and from searches of the Reserve Bank currency reporting regime. Using these records, I identified all of those transactions appearing in the hawala ledger that are also recorded in formal banking documents. I also performed this exercise in relation to the Dubai ledgers that were dealt with exhaustively

[^7]in my submission on Estina, and the consolidated Dubai bank records that I dealt with supra in relation to payments made to the Gupta enterprise by the Liebherr network. I have attached, as Annexure SS, a spread sheet of every transaction from the hawala ledger, Dubai ledgers and consolidated Dubai daily transactions, for which I have been able to identify a corresponding confirmation in banking documentation, and further indicate where the specific transactions can be found within the banking documents provided to me by the Commission.
5.4.3. Investments Made by the Worlds Window Group into the Gupta Enterprise
178. In addition to recording the flow of actual funds between the two organisations, the ledger also, at various points, includes details of investments by the Worlds Window network into Gupta enterprise companies. Row 33 of the sheet 'Account1', for example, records that IMR General Trading, a Worlds Window controlled company, had paid \$5m to Global Corporation LLC (a Gupta enterprise company) on the 29 ${ }^{\text {th }}$ of July 2010, and that this was described as a 'mining investment.' Notably, the credits against amounts described as 'mining investment' or 'BoB loan' do not appear to increase or decrease the running ledger balance. I are not sure why these items were treated differently to other transactions.
179. The hawala ledger includes five entries recorded as 'mining investments':
a. 50000000 Indian rupees ( $\$ 1093$ 613) on the $7^{\text {th }}$ of January 2010, which is paid simply to 'SA' by 'Piyoosh (KS);
b. $\$ 2.4 \mathrm{~m}$ paid to Micawber (most likely Micawber 480 or 495 as I describe below) on the $28^{\text {th }}$ of July 2010 to an undisclosed South African bank by WW Urja (almost certainly a reference to Worlds Window Urja Private Limited, a subsidiary of Worlds Window Impex)
c. 50000000 Indian rupees ( $\$ 1063830$ ) paid by RR Energy ${ }^{8}$ to Oakbay Investments on the $28^{\text {th }}$ of July 2010;
d. $\$ 5 \mathrm{~m}$ paid to Global Corporation LLC by IMR GT [IMR General Trading ${ }^{9}$ ] on the $29^{\text {th }}$ of July 2010 into a bank in Dubai;
e. $\$ 2034000$ paid by WW Urja to Mica on the $18^{\text {th }}$ of August 2010 into an unknown bank account in South Africa (the identity of Mica is not clear but the context very strongly suggests that this was a mistyping or truncation of Micawber);
f. 50000000 Indian rupees paid to SES Technologies by RR Energy on the $2^{\text {nd }}$ of November 2011
180. Correspondence from the Guptaleaks shows that the records of so-called mining investments in the hawala ledger did indeed happen, at least on paper.
181. On the $2^{\text {nd }}$ of December 2014, Ravindra Nath emailed Tony Gupta with the subject 'Piyoosh Ji - Vierfontein mine.' Vierfontein mine referred to the mine controlled by the Gupta enterprise into which Worlds Window had invested. The email attempted to recount or recap the earliest investment arrangements made between the Gupta enterprise and the Worlds Window network. Nath writes:

There was no formal agreement was [sic] with Piyoosh initially. However, the deal was US\$5 per ton of coal mined and for Vierfontein the value of the Project was US\$20m for $100 \%$.

[^8]In August 2010, US\$4,343,000 was transferred in Oakbay's account as purchase consideration for shares for Micawber 480 \& 495 shares. The exchange rate was US\$1:R7.50.
182. Micawber 480 and 495 were two entities controlled by the Gupta enterprise and which held coal mining rights. Internal Sahara company documents from 2016 show that Micawber 480's lone director was Ravindra Nath and that the company was registered to the Guptas' oft-used address at 144 Katherine Street. In the same documentation, Micawber 495 listed Nath and Ronica Ragavan as sole directors and also listed 144 Katherine Street as its registered address.
183. The hawala ledger records two transfers that (roughly) match the description of the investment given by Nath: the $\$ 2.4 \mathrm{~m}$ payment to Micawber by WW Urja on the $28^{\text {th }}$ of July 2010 and a further $\$ 2,034,000$ made to 'Mica' (in this context, almost certainly Micawber) on the $18^{\text {th }}$ of August 2010 by WW Urja. This amounts to $\$ 4,434,000$, which is approximate to the $\$ 4,343,000$ described by Nath.
184. On the $9^{\text {th }}$ of October 2012, Ankur Sharma, an employee of Tegeta, wrote to the Department of Mineral Resources. Sharma attached a copy of the mining rights issued to Idwala Coal by the Department. Internal Sahara records show that Idwala Coal (previously Idwala Crypts) was owned by Tegeta Resources, Mabengela Resources and Oakbay Investments. The mining rights document confirmed that Idwala Coal's prospecting rights would commence on the $25^{\text {th }}$ of October 2010 until the $24^{\text {th }}$ of October 2020. The rights were for 'the remaining extension of Portion 31 and Portion 44 of the farm Vierfontein 61 IS' near Bethal in Mpumalanga.
185. On the $22^{\text {nd }}$ of February 2011, an employee of Cliff Decker Hoffmeyr emailed Shuchi Bansal, an employee of Worlds Window. The employee attached a draft of a legal due diligence report on an intended deal between Idwala and Micawber 480. The email chain shows that the report was shared with,
amongst others, Piyoosh Goyal, Ravindra Nath, Ashu Chawla and Evan Tak. The due diligence report noted that CDH:

> ... have been instructed by the Worlds Windows Group ("WWG") to conduct a legal due diligence investigation in respect of possible investment by WWG in the proposed transaction between Idwala Coal (Proprietary) Limited ("Idwala") and Micawber 480 (Proprietary) Limited ("Micawber"). The following legal due diligence report is based on the information provided to us.
186. Unfortunately, the full legal due diligence document was not attached, as this appears to be a working draft of an introduction. However, it is possible that the full document remains in the hands of CDH , which would shed light on the specifics of the arrangement that was envisaged.
187. The above email correspondence thus shows that Idwala Coal held the prospecting rights for Vierfontein, and the Worlds Window was intending to invest in the mine through an investment in a transaction between Idwala and Micawber 480.
188. The transaction was, moreover, recorded in Oakbay Resources audited annual financial statements every year from 2011 to 2014. The reports recorded the transaction as an 'advance for subscription of shares' in Oakbay subsidiaries. However, it is highly unlikely that the shares were ever transferred to the control of the Worlds Window network, strongly suggesting that this transaction was most likely a cover for money laundering.
189. In addition to the above, and most perhaps importantly, the Worlds Window Group incorporated a bespoke entity that held its South African assets in Gupta enterprise mines: Arctos Trading.
190. As noted above, Arctos Trading was incorporated in 2011 with registration number 2011/002541/07. Arctos' financial statements for the year ended 31 December 2011 confirmed that Arctos had invested in Gupta-controlled mining assets. Page 14 of the financial statements show that Arctos had made 'investment in mining rights' into Idwala Coal (valued at R165 000 000)
and Tegeta Exploration and Resources (Proprietary) Limited (valued at R197 852 050).
191. Incidentally, at page 17 of the same financial statements, Arctos recorded an outstanding liability of R283 611 482. This was a Bank of Baroda loan that was 'secured by investments in Tegeta Exploration and Idwala Coal.' This was in addition to a further R96m unsecured loan provided by Oakbay Investments. I suspect that these loans may have been part of a loan-back scheme between Arctos, Idwala and Oakbay. In order to limit the scope of this submission here, I do not describe this in detail here, but can do so should the Commission require.
192. Worlds Window's marketing brochure, describe above, is effusive about Arctos' investment in what is clearly, from the context and description, the Vierfontein colliery:

The company's first venture into the Southern African continent was the acquiring of a greenfield coal mine that is now fully operational. The mine is situated in the Mpumalanga Province of Southern Africa and is located in the Bethal district. It has since proven to be a mine with 11 million ton coal reserve, which is set to target both the local and export markets. The project is located proximal to several coal-fired power stations and has road, rail and power infrastructure running within 50 kilometers of the project. Together with the global demand for coal rising by an annual average of $4 \%$, this mine will help WWG touch another milestone in growth.
193. The above thus shows that the Gupta enterprise and Worlds Window network were engaged in a complex and long-standing criminal relationship from at least mid-June 2010 onwards, which included over 300 transactions between the two organisations as recorded in the 'hawala ledgers,' the incorporation of Arctos as a South African entity to hold Worlds Window's share of Gupta enterprise assets, including the Vierfontein colliery, and a number of complicated inter-company loans. Moreover, the hawala ledgers show that JJ

Trading was central to this system of money transfers, and was effectively controlled by the Worlds Window network.
5.4.4. Prima Facie Evidence of the Involvement of Worlds Window and the Gupta Enterprise in Money Laundering Activities: The Westdawn-Everest Loan-Back Scheme
194. All documents relevant to this section are attached as Annexure CC.
195. The \#Guptaleaks records shows that from March 2011 until at least January 2013, the Worlds Window network and the Gupta enterprise collaborated on a transaction that bears the hallmarks of a particularly form of money laundering: loan-backs. As discussed in considerable detail in my report to the Commission regarding the Estina project, the Gupta enterprise made frequent use of loan-backs and round-tripping to disguise the origin and dissipation of stolen Estina funds.
196. At some point in early 2011, Everest Global Metals Pty Ltd was granted an overdraft facility by the Bank of Baroda. Emails from the \#Guptaleaks show that the overdraft was worth R16m. For example, on the $2^{\text {nd }}$ of November 2011, Ugeshni Naidoo forwarded an email to Ashu Chawla that had been sent to Naidoo by Ramesh Salian, a senior manager at Bank of Baroda's Sandton branch. The original email sent to Naidoo was addressed to 'the directors' of 'Everest Global Metals (PTY) Ltd.' The email requested that Everest make an interest payment on its overdraft facility with Baroda. The account details were provided as:

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd., |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for the month of October 2011 | ZAR 122,476.74 |

197. Everest Global Metals (Pty) Ltd was almost certainly a subsidiary of Everest Metals FZE based in Dubai. Everest Metals FZE was, in turn, a Worlds Window Group subsidiary company. The Worlds Window website states that Everest Metals FZE is Everest Global Metals Pty Ltd was controlled by Everest Metals FZE in Dubai:
> ...the international trading arm of the Worlds Window Group, engaged in the trading of containerised metal scrap, with core competence in steel scrap and related alloyed products including Heavy Melting Scrap (HMS), Shredded, Light Melting Scrap (LMS), Plates \& Structures Grades (P\&S grades) and other non-ferrous scrap. The company also has a division which trades in teak wood.

Everest Metals FZE has a strong foothold in 22 countries in Europe, South Africa, Latin America, Middle East, East Africa and West Africa. It has been incorporated as a Free Zone Establishment with limited liability at Hamriyah Free Zone, Sharjah, U.A.E since 2008. My global exports cater to leading recyclers, steel mills and trading houses in India, Malaysia, Vietnam, Thailand, Indonesia, Pakistan and Bangladesh.
198. To avoid confusion, I hereafter refer to both entities with their location in brackets.
199. Most importantly, the \#Guptaleaks emails show that Everest Global Metals (Pty) Ltd's (South Africa) bank account at First National Bank was controlled by members of the Worlds Window Group, Pooja Puri in particular. A sample of the emails showing Pooja Puri forwarding payment confirmations from this account is attached hereto as Annexure FF.
200. The loan/overdraft facility offered to Everest Global (South Africa) by Bank of Baroda is recorded in the hawala ledger. Rows 65 and 68 of the hawala ledger record that Everest made two payments totalling R16m, both on the $25^{\text {th }}$ of March 2011: R15m and R1m. The first payment (R15m) was recorded as being paid to Westdawn at a bank in South Africa, and was recorded in

Column K as 'BOB Loan.' The second payment of R1m was also recorded as a 'BOB Loan' but the recipient was identified as 'New GX Advisory.' I do not know who this might refer. Documents shown to me by the Commission confirm that Westdawn Investments was, indeed, paid this R15m amount on the date appearing in the hawala ledger.
201. In addition, the \#Guptaleaks includes a confirmation of the R15m payment from Everest Global (South Africa) to Westdawn. On the $25^{\text {th }}$ of March 2011, one 'Keerthan' from Everest Metals FZE (Dubai)
(keerthan@everestmetals.ae) emailed Rajiv Dabas, a Worlds Window employee who would later operate an Arctos email account. Keerthan attached a document with filename 15 MILL.xps. The XPS document consisted of a confirmation of an online banking payment made from Everest Global Metal's (South Africa) FNB account to Westdawn Investment's bank account (012316067 at branch number 012645). The confirmation is attached hereto as Annexure GG.
202. On a seemingly monthly basis (the \#Guptaleaks records show one or two months where some correspondence is missing), an employee of the Gupta enterprise, usually Ashu Chawla, would email Pooja Puri at the Worlds Window Group to let them know the amount of interest charged by the Bank of Baroda. This suggests that it was the Gupta enterprise that was receiving correspondence meant for Everest Global (South Africa) from Bank of Baroda, and forwarding it onto Worlds Window employees to forward onto Everest Metals FZE (Dubai) employees. Everest Global Metals (South Africa) would duly make the payment to the Bank of Baroda's pool account at Nedbank to settle the interest charge. Simultaneously, Everest Global Metals (South Africa) would be paid by Westdawn equal to the amount invoiced by the Bank of Baroda (although usually rounded up or down to the nearest R10 000).
203. Bank of Baroda's pool account at Nedbank, 145095326 records seven deposits made by Everest Global on a monthly basis between February 2012 and October 2012. The payments were all in a similar range, between R114

000 and R120 000. The records also show that on the $11^{\text {th }}$ of February 2013, Everest Global was paid R8.9m out of the Nedbank pool account. It is not clear where this amount derived from.
204. The \#Guptaleaks records includes a large number of emails between Gupta enterprise employees, Worlds Window employees and Everest Metals FZE (Dubai) employees in which the payments required for the scheme were completed. I have extracted the details and attach, as Annexure HH, a spread sheet setting out all the transactions identifiable through the \#Guptaleaks. I also include copies of the correspondence, invoices and proof of payment sheets.
205. The net effect of the transfers above was to (a) allow Westdawn to secure a line of credit from Bank of Baroda against the accounts of Everest Global Metals (South Africa) and (b) to create a circular flow of funds that has all the hallmarks of money laundering and which made little to no real or legitimate business sense. The circular flow of funds is best understood visually, as I do hereunder.

206. The \#Guptaleaks reveal a number of additional interesting facts or features of this scheme that are worth noting. First, at various times Everest Global (South Africa) was unable to make the requisite payment to Bank of Baroda as it did not maintain a running/operating balance. On the $7^{\text {th }}$ of September 2012, for example, Ashu Chawla wrote to Pooja Puri asking that Everest make its monthly payment to the Bank of Baroda, and attaching proof that a payment of R170 000 had been made from Westdawn to Everest Global (South Africa). Pooja Puri responded by saying that 'I shall pay as soon as funds received in my account as Everest donot [sic] maintain balance in RSA.' This strongly suggests that Everest Global Metals (South Africa) retained no working funds in South Africa and only transacted from its accounts in relation to these loan-back transactions, suggesting that Everest Global Metals (South Africa) was merely a cut-out or front for money laundering activities related to the Gupta enterprise.
207. Second, on at least one occasion, Everest Global Metals (South Africa) did not raise an invoice against Westdawn regarding the monthly interest payment, but instead addressed the invoice (which was sent to Ashu Chawla) to Estina. The Estina invoice was dated the $18^{\text {th }}$ of July 2011. Estina was charged R120 000 for 'consultation charges' and further R16 800 in VAT. The total charged was thus R136 800.
208. This may not have been the only time that Estina was invoiced in this manner. On the $3^{\text {rd }}$ of May 2011, Satyajeet Pandey (satyajeet.pandey@gmail.com) emailed Ashu Chawla. Pandey appears to have worked for World Window, travelling to South Africa on one occasion with Rajiv Dabas, a fellow employee. The \#Guptaleaks shows that Pandey later operated an Arctos email address. Pandey requested that Ashu Chawla 'please get an invoice from Everest for the following':

INVOICE TO:
ESTINA PTY LTD
11 ALICE LANE
SANDTON
VAT NUMBER: 4650257167
Project Scoping and Advisory fee - PROJECT NSINGA
Amount R : 110000 + vat R15 $400=R 125400$

Kindly send me a copy of the invoice once done with your bank details in order for us to make payment.
209. The invoice to Estina was most likely created after the underlying transaction was completed: on the $28^{\text {th }}$ of April 2011, Ashu Chawla was sent an email by Satyajeet Pandey, forwarding a message originally from one Nagendra Suresh Kumar at Everest Metals FZE (Dubai). The email forwarded to Chawla listed the bank details for Everest Global Metals PTY Ltd's (South Africa) FNB bank account. Chawla forwarded the email almost immediately to Ronica Ragavan. Two hours later, Ashu Chawla was forwarded a second message by Satyajeet Pandey, who was forwarding a message originally sent by

Padumame Keethan at Everest Metals FZE (Dubai) to himself and three Worlds Window employees (Rajiv Dabas, Amit Kalra and Pooji Puri). The email included a confirmation of payment, although my copy of the email does not include the original attachment.
210. The timeline of the above (bank details and payment confirmation sent at the end of April and a request for an invoice against Estina shortly thereafter in May) suggests that this payment, too, was made to cover the approximately R120 000 paid in interest by Everest Global Metals (South Africa) each month, but which was ultimately paid back to Everest Global Metals (South Africa) by a Gupta enterprise company - in this case, Estina. A further inference of this interaction is that Estina, by completing and submitting this invoice, was in fact party to fraud and mis-invoicing by misrepresenting that nature of the transaction, which was ultimately designed to complete a loanback loop rather than reflecting any actual services delivered or received.
211. As noted in my revised submission on the Estina/Vrede Dairy Project, Estina's Standard Bank account records reflect that Estina did indeed make one payment to Everest Global to the value of R120 000.
212. Third, in November 2012, Everest Global (South Africa) was unable to make its usual payment to the Bank of Baroda as its online banking at FNB was dysfunctional. Ranbir Singh of Everest Metals FZE (Dubai) thus asked Pooja Puri to 'kindly deposit the BOB payment directly or route through Arctos.' This email was shared with Ashu Chawla, who instructed Ronica Ragavan and Ugeshni Naidoo to refrain from paying Everest Global (South Africa) directly. Instead, just under a week later, Tegeta Resources (PTY) Ltd paid R115 000 to Arctos Trading's South African accounts. The confirmation was shared with Pooja Puri. Later that same day, one Himanshu Agarwal forwarded a confirmation of payment to Ashu Chawla and Pooja Puri showing that Arctos had paid R115 476.85 to the Bank of Baroda to settle the monthly interest.
213. The inability of Everest Global (South Africa) to make payments in South Africa inadvertently exposed the true nature of the transaction. At all times,

Everest (South Africa) was reliant on Gupta enterprise companies to make monthly payments to satisfy the interest charges. At the same time, Everest Metals FZE (Dubai) considered Everest Global (South Africa) and Arctos effectively interchangeable as a means of routing funds in South Africa. Nevertheless, the Gupta enterprise was still wary of breaking the usual chain and, for the first and only time, paid the funds to Arctos from Tegeta rather than from Westdawn: considering previous form, it would have been logical for the funds to be transferred directly from Westdawn to Arctos as it was Westdawn that was the recipient of the R15m loan pay-out from Everest Global (South Africa) that started the transaction. It is plausible that this caution was exercised in order to prevent Tegeta from having to account for ad hoc payments to Everest (South Africa), which may have raised audit or other concerns.
214. Finally, the trail of emails shows that the Bank of Baroda had insight and knowledge of the true nature of the transaction, and the role of the Gupta enterprise within it. Bank of Baroda generated a letter addressed to the directors of Everest Global Metals (South Africa) on a monthly basis that stipulated the monthly interest due and any additional bank charges. However, this was not emailed to Everest Global Metals; instead, the letter was sent to employees of the Gupta enterprise, including Ronica Ragavan, and was subsequently forwarded to Worlds Window employees. On one occasion Everest (South Africa) had failed to make its interest payment to Bank of Baroda due to its failure to access internet banking, as described above. Ramesh Salian, the Chief Manager at Bank of Baroda, emailed Ronica Ragavan directly to let her know that the payment had not been made.
215. It is not entirely clear how this loan-back system was wound up. The last invoice monthly interest charge letter sent by the Bank of Baroda in the \#Guptaleaks was sent on the $5^{\text {th }}$ of February 2013. The letter reflected an outstanding balance on the facility of R6,907,660.39. The previous letter, from December 2012, had shown a balance outstanding of R16,115,476.93: thus just under R10m had been paid to settle this facility in the time between both
interest charge letters. But, from this point, the \#Guptaleaks are silent on this facility.

### 5.4.5. Prima Facie Evidence of the Involvement of Worlds Window and the Gupta Enterprise in Money Laundering Activities: A Potential Arctos Loan-Back Scheme?

216. At rows 125 and 126 of the sheet titled 'Account 1 ' in the hawala ledger two extremely large transactions are recorded, both on the $7^{\text {th }}$ of December 2011. The first transaction involved the transfer of R128 480000 (exactly \$16m) from Arctos to Idwala Coal. The second transfer involved the transfer of R152 570000 ( $\$ 19 \mathrm{~m}$ ) from Arctos to Tegeta Exploration. Both were described in the ledger as 'BOB Loan.' These entries thus suggest that Arctos had taken out loans valued at $\$ 35 \mathrm{~m}$ in total from the Bank of Baroda, and paid their proceeds to Gupta enterprise companies.
217. \#Guptaleaks emails show that loans were indeed taken out by Arctos from the Bank of Baroda. They also show that these loans were administered in the same way as the Westdawn-Everest loan-back described above: the Bank of Baroda sent a monthly statement of the amount due to the Gupta enterprise, which was then forwarded by Ashu Chawla to employees of the Worlds Window network, Rajiv Dabas in particular. Dabas was emailed at both his Arctos and Worlds Window email addresses. Presumably payments were made by Arctos to the Bank of Baroda to settle the interest and instalments on the loans.
218. \#Guptaleaks emails show that Arctos was granted a loan facility with number 06/250.This shorthand would have referred to the Bank of Baroda's use of 06 as an identifier for loan facilities. If the loan account was operated in the same way as other Baroda accounts held by the Gupta enterprise at the time, the loan account most likely bore the number 92020600000250.
219. In the first instalment demand letter sent by the Bank of Baroda to Arctos, the loan was described as a 'loan against fixed deposit.' The Gupta enterprise used the same system when laundering Estina funds: loans were taken out
against Fixed Deposit accounts, and, through an elaborate system of roundtripping, eventually settled when the Fixed Deposit accounts were closed and the funds had been recycled.
220. What is particularly curious about this loan-back scheme is the shortness of the period in which the loan appears to have become due. In total, three demand letters addressed by the Bank of Baroda regarding this loan are recoverable from the \#Guptaleaks archive. The first was sent by Ashu Chawla on the $16^{\text {th }}$ of February 2012 but was to be paid against 'interest for the month of January 2012.' The first instalment - for January 2012 - was calculated at $\$ 171,835.48$. The second instalment - for February 2012 - was calculated as $\$ 2,741,536.29$, which was made up of an 'instalment' (presumably to settle the capital) of $\$ 2.58 \mathrm{~m}$ and interest of $\$ 161536.29$. The final instalment - for March 2012 - was for $\$ 32574$ 186.68, of which $\$ 154186.88$ was interest.
221. If this final instalment letter was accurate, it would suggest that this very large loan was taken out from the Bank of Baroda for a total of three months before becoming due. Moreover, the loan was granted against an existing fixed deposit account. It arguably defies logic that a company would take out a loan and incur large interest payments for a period of only three months, when it already had access to a Fixed Deposit account with available capital.
222. The above development sits oddly with how Arctos Trading reported these matters in its 2011 annual financial statements. At page 16, under 'other financial liabilities', it was reported that Arctos had taken out a loan from the Bank of Baroda that held an outstanding balance of R283 611 482. The loan was described as:

> Secured by investments in Tegeta Exploration and Idwala Coal, interest is charged at $9 \%$ linked to prime and repayable quarterly in 20 equal instalments effective from 28 February 2012. Last payment is on 28 February 2016.
223. These facts sit oddly with the material emanating from the Bank of Baroda in two ways. First, the timeline for the repayment seems to have been massively reduced, with repayment accelerated to April 2012 rather than February 2016. Second, the Bank of Baroda statements suggested that the loan was granted against a Fixed Deposit, which would be an odd means through which Arctos would secure its sizeable investments in Tegeta and Idwala Coal. The reason for disjuncture between the Arctos annual financial statements and the \#Guptaleaks emails cannot be resolved on the basis of the evidence at my disposal; however, it is possible and plausible that Arctos financial statements misrepresented both the duration of the loan and what it was granted against in order to avoid the scrutiny of auditors.
224. Taken as a whole, I submit that this loan was most plausibly a further case of money laundering involving the Gupta enterprise and the Worlds Window network, and one which fused the methodology of the Westdawn-Everest loan-back scheme with other methods used by the Gupta enterprise in laundering Estina funds. This methodology would have been useful in helping to disguise the ultimate source - and possible use - of the original funds that created the Fixed Deposit holding and the loan granted against it. Moreover, if the Fixed Deposit account was held with the Bank of Baroda offshore, it would have also created a neat way of gaining access to this money in South Africa without the need for international transfers, thus bypassing Reserve Bank controls.
5.4.6. Prima Facie Evidence of the Involvement of Worlds Window and the Gupta Enterprise in Money Laundering Activities: Clean Laundry in Seven Days

## 225. Another case of suspicious money movements took place in seven days between the $22^{\text {nd }}$ of February 2012 and the 29 ${ }^{\text {th }}$ of February 2012.

226. In total, 11 transactions took place between JJ Trading and Global Corporation during this period. Simply, Global transferred its funds (held in Dubai) to JJ Trading's banking facilities (also held in Dubai). On the same day the funds were received, JJ Trading transferred the funds to South Africa in
'cash by exchange.' This most likely referred to the remittance of funds via the hawala network. The payments were most plausibly designed to move funds held by Global to South Africa to obscure that Global was the original source of the funds. The use of a hawala exchange would have also bypassed Reserve Bank controls. The table below, extracted from the hawala ledger, shows how this worked.

| Date | From | To | Method | Amount | Global <br> Balance | JJ <br> Balance |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| $22 / 02 / 2012$ | Global | JJ | Bank <br> Transfer | $\$ 50000$ | $\$ 50000$ | $-\$ 50000$ |
| $23 / 02 / 2012$ | Global | JJ | Bank <br> Transfer | $\$ 150000$ | $\$ 200000$ | $-\$ 200000$ |
| $23 / 02 / 2012$ | JJ | Global | Cash to <br> SA 'by <br> exchange' | $\$ 200000$ | $\$ 0$ | $\$ 0$ |
| $25 / 02 / 2012$ | Global | JJ | Bank <br> Transfer | $\$ 160000$ | $\$ 160000$ | $-\$ 160000$ |
| $27 / 02 / 2012$ | JJ | Global | Cash to <br> SA 'by <br> exchange' | $\$ 160000$ | $\$ 0$ | $\$ 0$ |
| $28 / 02 / 2012$ | JJ | Global | Cash to <br> SA 'by <br> exchange' | $\$ 142954$ | $-\$ 142954$ | $\$ 142954$ |
| $28 / 02 / 2012$ | JJ | Global | Cash to <br> SA 'by <br> exchange' | $\$ 102110$ | $-\$ 245064$ | $\$ 245064$ |
| $28 / 02 / 2012$ | Global | JJ | Cash in <br> Dubai | $\$ 142954$ | $\$-102110$ | $\$ 142954$ |
| 28/02012 | Global | JJ | Cash in <br> Dubai | $\$ 102110$ | $\$ 0$ | $\$ 0$ |
| Global | Cash to <br> SA 'by | $\$ 89935$ | $-\$ 89935$ | $\$ 89935$ |  |  |


|  |  |  | exchange' |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| $29 / 02 / 2012$ | Global | JJ | Cash | $\$ 89935$ | $\$ 0$ | $\$ 0$ |

5.4.7. Prima Facie Evidence of the Involvement of Worlds Window and the Gupta Enterprise in Money Laundering Activities: The South African Cycle
227. The final set of suspicious transactions addressed in this submission (although by no means the final set of transactions between the Gupta and Worlds Window networks) took place between the $30^{\text {th }}$ of November 2011 and $5^{\text {th }}$ of December 2011. In total sixteen transactions took place in this period. In essence, Arctos acted as a revolving door, receiving and distributing funds to five different Gupta enterprise companies: Tegeta Exploration, JIC Mining Services [Westdawn], Idwala Coal, Islandsite and Oakbay Investments. All sixteen transactions balanced to zero: the amounts Arctos was paid and subsequently paid out were exactly equal. The following table, extracted from the hawala ledger, shows this clearly:

| Date | From | To | Amount | Consolidated <br> Arctos Balance <br> viz. Tegeta, <br> Islandsite, JIC, |
| :--- | :--- | :--- | :--- | :--- |
| Idwala and |  |  |  |  |
| Oakbay |  |  |  |  |,


| $01 / 12 / 2011$ | JIC | Arctos | R20,000,000 | R0 |
| :--- | :--- | :--- | :--- | :--- |
| $05 / 12 / 2011$ | Arctos | Idwala Coal | R10,000,000 | R10 000000 |
| $05 / 12 / 2011$ | Arctos | Idwala Coal | R10,000,000 | R20 000000 |
| $05 / 12 / 2011$ | Arctos | Idwala Coal | R12,000,000 | R32 000000 |
| $05 / 12 / 2011$ | Islandsite | Arctos | R3,000,000 | R29 000000 |
| $05 / 12 / 2011$ | Islandsite | Arctos | R10,000,000 | R19 000000 |
| $05 / 12 / 2011$ | Islandsite | Arctos | R11,000,000 | R8 000000 |
| $05 / 12 / 2011$ | Oakbay | Arctos | R4,000,000 | R4 000000 |
| $05 / 12 / 2011$ | Oakbay | Arctos | R4,000,000 | R0 |

228. The convoluted payment structure can most plausibly be understood as a means of obscuring and washing funds and fraudulently increasing the turnover of Gupta enterprise companies; it is certainly difficult to see what other purpose these elaborate and self-balancing transactions could have performed.
229. It is also worth noting that on many later occasions when the Gupta enterprise paid funds to Arctos, it did so after bouncing payments between various Gupta enterprise organisations, further suggesting that the Gupta enterprise was frequently at pains to obscure the origin, destination and route of funds. One such example took place on the $24^{\text {th }}$ of April 2013. Ugeshni Naidoo of Sahara emailed Ashu Chawla with the subject line 'absa bis - pls app.' The \#Guptaleaks contain many of these sorts of emails in which Ugeshni Naidoo regularly asked Ashu Chawla and sometimes Evan Tak to approve transfers from the Absa bank accounts of various Gupta enterprise entities. In this case, Naidoo requested that R1 000000 be transferred to Arctos, but only after passing through a number of other companies first:

| ANNEX | TO | COMPUTERS | $500,000.00$ |
| :--- | :--- | :--- | :---: |
| COMPUTERS | TO | ISLANDSITE | $1,000,000.00$ |
| ISLANDSITE | TO | OAKBAY | $1,000,000.00$ |
| OAKBAY | TO | TEGETA | $1,000,000.00$ |


| TEGETA | TO | ARCTOS STD | $1,000,000.00$ |
| :--- | :--- | :--- | :--- |

### 5.5. The Receipt of Funds by the Worlds Window Network from ZPMC

230. The hawala ledgers show that four payments were paid into the Worlds Window network, "JJ" in particular, between the 22 ${ }^{\text {nd }}$ of December 2011 and the $30^{\text {th }}$ of January 2013, worth $\$ 4.25 \mathrm{~m}$.
231. The payments into the hawala ledger by ZPMC, which were recorded by the full name Shanghai Zhenhua Heavy Industries, were matched by an immediate payment of between $3.8 \%$ and $3.9 \%$ of the ZPMC payment to a person simply recorded as 'David.' On certain occasions, the payment method to 'David' was described as 'Bank (Commission).' On one occasion, 'David' appears to have been paid in cash, with the cash given to one 'Mr Anthony.' Adding the amounts paid by ZPMC to the amounts paid to 'David' gives a round number: $\$ 1 \mathrm{~m}$ for the first three payments and $\$ 1250000$ for the final payment recorded.
232. The following payments are recorded in the hawala ledger:

| Date | To | From | Amount | Method/Description |
| :--- | :--- | :--- | :--- | :--- |
| 22/12/2011 | JJ | Shanghai <br> Zhenhua <br> Heavy <br> Industries | $\$ 969086$ | Bank |
| $31 / 12 / 2011$ | JJ | David | $\$ 38764$ | Bank |
| $31 / 03 / 2012$ | JJ | Shanghai <br> Zhenhua <br> Heavy <br> Industries | $\$ 969086$ | Bank |
| $14 / 05 / 2012$ | JJ | David | $\$ 38764$ | Bank <br> (Commission) |


| 17/05/2012 | JJ | David | $\$ 38764$ | Bank <br> (Commission) |
| :--- | :--- | :--- | :--- | :--- |
| 17/05/2012 | JJ | Shanghai <br> Zhenhua <br> Heavy <br> Industries | $\$ 969086$ | Bank |
| $28 / 01 / 2013$ | JJ | Shanghai <br> Zhenhua <br> Heavy <br> Industries | $\$ 1245974$ | Bank |
| 30/01/2013 | JJ | David | $\$ 49837$ | Cash (paid to Mr <br> Anthony) |
| TOTAL |  |  | $\$ 4 \mathbf{2 5 0 0 0 0}$ |  |

5.6. Deposits Received by the Worlds Window Network/Century General Trading from China South Rail Related to the 95 Locos Contract
233. The hawala ledgers record two payments made to 'Century' [almost certainly Century General Trading based on the information contained in the CSR kickback worksheet described above] by 'CSR Locomotive.' The total value of the incoming payments was $\$ 6284876$.
234. The first payment recorded in the hawala ledger was a deposit of \$5 932935 made on the $29^{\text {th }}$ of December 2012. Unfortunately the ledger does not record the location of the payment, simply recording that the payment was made via a 'bank.' However, transaction records secured by the Commission from HSBC for Century General's bank accounts held with HSBC in Dubai confirm that the payment was indeed made by CSR and received by Century General Trading.
235. The second payment recorded in the hawala ledger was a deposit of $\$ 351$ 941 paid to 'Century' on the $9^{\text {th }}$ of February 2013. Again, no record is provided of the location of the recipient bank account, only that the amount was
transferred via a 'bank.' This transaction is also verified and confirmed by the HSBC banking documents for Century General Trading.
236. In June 2020, amaBhungane published details of the underlying contracts signed between CSR and CNR and numerous Gupta enterprise companies related to Transnet contracts. amaBhungane also published a detailed calculation of the flow of funds to and from CSR, CRN and the Gupta enterprise, tying these specific flows to underlying contracts. These calculations were published in spread sheet, which I attach as Annexure II. This spread sheet, and amaBhungane's analysis, sheds light on further payments made to CGT emanating from 95 locomotives contract, of which two things are particularly notable.
237. First, it is apparent that by January 2015, shortly before CGT would be replaced by Regiments Asia (discussed in greater detail below), CGT had already been paid $\$ 16699$ 903. This is confirmed by the 2015 workings document described in Section 3.10 above. According to amaBhungane's detailed calculations, this amount accords neatly with the value of kickbacks that would have been due to that point based on Transnet's $10 \%$ prepayment on the 95 contract and Transnet's payment for the delivery of 25 locomotives by CNR.
238. Second, the two payments recorded in the hawala ledger (a total $\$ 6284876$ made up two payments of \$5 932935 on 29 December 2012 and $\$ 351941$ on the $9^{\text {th }}$ of February 2013) accord with the anticipated kickbacks that CNR was due to pay to CGT based on the underlying kickback agreements, and, in particular, the kickback due to CGT based on Transnet's advance payment of $10 \%$ of the contract value to CSR. According to amaBhungane's calculations, Transnet paid R268 679000 to CSR on the $21^{\text {st }}$ of December 2012. At the anticipated $20 \%$ kickback rate due to CGT, the kickback due to CGT would have equalled R53 735 800, or $\$ 6287757$. This almost exactly equal to the $\$ 6284876$ paid to CGT by CSR across the two payments in December 2012 and February 2013.
239. The Dubai ledgers provide further strong circumstantial evidence of payments to the Gupta enterprise via Century General Trading. The 2014 Dubai ledgers record four payments made to Global Corporation's AED accounts held Mashreq Bank and the Bank of Baroda, which are described as 'jjt century.' Considering the circumstantial context, these payments were plausibly related to the payment of kickbacks by CSR to Century General Trading.
240. The total value of the four payments was AED12 976600.

| Date | Amount (AED) | Description | Recipient Account |
| :--- | :--- | :--- | :--- |
| $13 / 05 / 20$ <br> 14 | 2000000 | 'jjt century' | Global Bank of <br> Baroda AED Account |
| $14 / 05 / 20$ <br> 14 | 2400000 | 'jjt century' | Global Mashreq Bank <br> AED Account |
| $14 / 05 / 20$ <br> 14 | 1783200 | 'jjt century' | Global Mashreq Bank <br> AED Account |
| $15 / 05 / 20$ <br> 14 | 2612200 | 'jjt century' | Global Mashreq Bank <br> AED Account |
| TOTAL | $\mathbf{8 7 9 5 4 0 0}$ |  |  |

241. It is notable that the payments were made between the $13^{\text {th }}$ and $15^{\text {th }}$ of May 2014: amaBhungane's calculations show that Transnet made a R113 128000 payment to CSR on the $15^{\text {th }}$ of May 2014. At the prevailing exchange rate at the time, the value of the payments made by JJT Century to Global's Mashreq account between the $13^{\text {th }}$ and $15^{\text {th }}$ of May equalled $\$ 3895953$. It is plausible that at least a portion of this payment derived from \$2 191384 that was due to be paid by CSR to CGT following Transnet's $15^{\text {th }}$ of May 2014 payment to CSR.
242. The Global accounts that received funds from JJT Century were very active, meaning that the deposits from JJT Century commingled with other income streams. This makes tracing the disposition of these funds somewhat difficult. Nevertheless, what is apparent from the Dubai ledgers is that the JJT Century
funds paid to Global's AED denominated account at Mashreq Bank were commingled with other funds to facilitate two large and notable transactions: AED5 520000 paid to Fidelity's AED denominated account at Mashreq Bank on the $15^{\text {th }}$ of May 2014 and AED5 336000 paid to Accurate Investment's AED denominated account at Mashreq Bank. These funds were commingled with further income streams, and then paid out in a vast number of transactions.
243. I have not been able to trace the funds to an ultimate destination from this point both because of the scale of the endeavour, and the difficulty of tracing and disaggregating commingled funds. Nevertheless, the Dubai ledgers provide further evidence that money paid by CSR to Century General Trading in May 2014 was distributed to the benefit of the Gupta enterprise.
5.7. Circumstantial Evidence Regarding the Payment of Funds from CSR Related to the 359 and 100 Locomotive Contracts to the Gupta Enterprise via Worlds Window
244. While the hawala ledger does not provide evidence of funds paid by CSR to JJ Trading in relation to the 359 and 100 contracts, other sources show that this took place, in particular the Dubai ledgers and the 2015 worksheet described in Section 3.10 above.
245. First, the 2015 worksheet is explicit in noting that JJT received payments from CSR in relation to the 359 and 100 contracts. The worksheet records that by the $6^{\text {th }}$ of January 2015, JJT had been paid $\$ 107203921$ for the 359 and 100 contracts, which was, in turn, made up of the $2 \%$ success fee for both contracts and kickbacks paid to JJT as Transnet had made payments to CSR. Of this, $50 \%$ of the $2 \%$ success fee and $85 \%$ of the milestone payments was due to be paid onward from JJT to the Gupta enterprise. Thus, by the $6^{\text {th }}$ of January 2015, the worksheet shows that the Gupta enterprise had been paid $\$ 76419200.75$ through JJT, of which $\$ 21005903$ was paid as the $1 \%$ success fee due to the Gupta enterprise the 359 and 100 contracts, and the remaining $\$ 55413297.75$ drawn from milestone payments made by Transnet to CSR.
246. Second, the February to December 2014 Dubai ledgers are more detailed than previous Dubai ledgers in specifying the underlying JJT entity used to pay funds to Gupta enterprise companies. These are recorded in the ledgers as, for example, 'jjt world vision.' Some of these descriptions - such as World Vision - match the names of Worlds Window subsidiary companies in India noted above. Some descriptions refer to entities I cannot identify or discern, such as 'jjt al sabt' or 'jjt force exim.' Others refer to entities that can be linked to the JJ Trading scrap metal laundering universe, such as 'jjt golden coast.' ${ }^{10}$
247. I have extracted all of these payments and attach them in a spread sheet as Annexure JJ.
248. My analysis of the ledgers shows that the following number and value of payments were made:
a. 55 payments made into Global Corporation's AED denominated Bank of Baroda account, described variously as 'jjt mangalam', 'jjt bri', 'jjt force exim', 'jjt al sabt', 'jjit mahir gen trd', 'jjt world vision', 'jjt xx', 'jjt golden coast' and 'jjt cash ex diff.' The payments were all made between the $23^{\text {rd }}$ of April and the $12^{\text {th }}$ of July, and totalled AED73 457 494.
b. 18 payments made into Global Corporation's USD denominated account at the Bank of Baroda between the $22^{\text {nd }}$ of May 2014 and the $29^{\text {th }}$ of October 2014. The payments were described either as 'jjt world vision' or 'jjt golden coast.' The payments totalled \$11 118926.
c. Two payments made into Fidelity's USD denominated account at the Bank of Baroda worth \$2 480000 and described as 'jjt golden coast.'
[^9]The two payments were made on the $12^{\text {th }}$ of July and $29^{\text {th }}$ of October. It is worth noting that, prior to these two payments, Fidelity transferred $\$ 1.8 \mathrm{~m}$ to 'jjt golden coast', which was the precise value of the first deposit on the $12^{\text {th }}$ of July. This shows that money flowed both ways between Gupta enterprise and Worlds Window/JJT companies.
d. Five payments made into Reliable's USD denominated account at Mashreq bank, all made on the $1^{\text {st }}$ of May 2014. The payments were described as 'jjt force exim' or 'jjt xx ' and totalled $\$ 4499$ 836.44.
e. Eighteen cash payments made by 'jjt' between the $21^{\text {st }}$ of April and the $16^{\text {th }}$ of July 2014. The total value of the cash transaction was AED77 323769
249. The total dollar value for the above transfers and cash deposits made into Gupta enterprise accounts by JJT and its various subsidiaries was \$62 832 549.25. ${ }^{11}$
250. It is, of course, possible that the payments into Gupta enterprise accounts by JJT related entities were funded by sources other than CSR. This would have to be confirmed through an analysis of the underlying JJT banking documentation. These could be compared against the flow of funds to Gupta enterprise companies, taking into account the $15 \%$ fee charged by Worlds Window for facilitation.

### 5.8. The Difficulty of Tracing ZPMC and CSR Funds

251. It is difficult to trace exactly how the funds paid by ZPMC and CSR to the Worlds Window network were directed and dissipated for two reasons. First, I lack the requisite bank statements for the underlying accounts held by the Worlds Window and Gupta enterprise accounts in Dubai. Second, although the hawala ledger allows us to track payments, the amounts paid by ZPMC and CSR were commingled with other money laundered through the same

[^10]network. Payments into and out of various accounts makes a neat tracing of flows and benefits very difficult, if not impossible.
252. One thing, however, is certain: while tracing the dissipation of the funds is difficult, the payments made by ZPMC and CSR were all paid to the benefit of the Gupta enterprise (minus Worlds Windows' cut) as all commingled funds in the hawala ledger were paid to Gupta enterprise companies.

## Section 6: The Receipt and Dissipation of Funds from China South Rail and China North Rail to Tequesta and Regiments Asia via HSBC

253. In Section 3 above, I outlined the various contractual agreements regulating the relationship between CSR, CNR, ZPMC, CRRC and Gupta enterprise companies. These, when read in conjunction with the calculations performed by amaBhungane in tracing payments from Transnet to Gupta enterprise companies, show that, for some reason, the Worlds Window network was effectively cut out of the kickback arrangements from roughly January 2015 onwards. In its place were inserted two Gupta-enterprise controlled companies: Tequesta Group Limited and Regiments Asia.

### 6.1. Tequesta Group Limited and Regiments Asia

254. Hong Kong company registry documents (attached hereto as Annexure K) show that Tequesta Group Limited was incorporated in Hong Kong on the $20^{\text {th }}$ of June 2014. Tequesta Group's 'Incorporation Form' indicates that the company's registered email address was to be abbylai@onlinecompanyregister.com. In my joint submission to the Commission on the enablers of State Capture with Open Secrets, I provided evidence that the use of this email address showed that the company was formed by Stephen MS Lai, who specialised in forming Hong Kong shell companies.
255. Most importantly, Tequesta Group's 'Incorporation Form' listed Salim Aziz Essa as the sole director. His address was given as 2 New Forest Road, Forest Town, Johannesburg, 2193. The above indicates Tequesta Group Limited was thus specifically incorporated for Essa's nominal use on behalf of the Gupta enterprise, which remained the true controlling interest.
256. On the $17^{\text {th }}$ of November 2016, Essa was replaced as the sole director of Tequesta Group by Aashika Singh, an Indian national with passport number L1999184. Aashika Singh was closely connected to the Gupta enterprise.
257. According to the Organisation Undoing Tax Abuse (OUTA), Singh was an employee of ANN7. ${ }^{12}$ Emails from the \#Guptaleaks (attached as Annexure KK) show that that Singh was paid R20 905.76 on the $24^{\text {th }}$ of April 2015 by Infinity Media, the Gupta enterprise company that housed ANN7.
258. The \#Guptaleaks further show that Sanjay Grover made reservations for Singh at the Oberoi in Dubai. I attach the related correspondence as Annexure LL. Simultaneous with this booking process, Ashu Chawla was emailed a copy of Singh's tourist visa for Dubai, which had been arranged by the travel agency used frequently by the Gupta enterprise, Travel Excellence.
259. Finally, an email exchange from July 2015 involving KPMG's Muhammad Saloojee and Mackey O'Sullivan from KS Law (copying in Ronica Ragavan), attached as Annexure MM, indicates that Singh was identified as a potential sponsor to assist the creation of a company in Dubai that was being established in the name of Varun Gupta.
260. A similar set of corporate arrangements prevailed for Regiments Asia. Hong Kong company formation documents (attached as Annexure I) show that Regiments Asia Limited was also incorporated on the $20^{\text {th }}$ of June 2014 using identical details used to establish Tequesta Group. In particular:
a. The contact email address for Regiments Asia was abbylai@onlinecompanyregister.com
b. The sole director was Salim Aziz Essa residing at 2 New Forest Road, Forest Town, Johannesburg, 2193.
261. On the $16^{\text {th }}$ of November 2016, as with Tequesta Group, Salim Essa was replaced as the director of Regiments Asia by Aashika Singh.
262. I submit that the roles of Essa and Singh in the formation and control of Tequesta Group and Regiments Asia provides further evidence showing that

[^11]these companies formed part of the Gupta enterprise, and, moreover, that their explicit function was to receive and distribute kickbacks from CSR and CNR to the benefit of the Gupta enterprise.

### 6.2. The Hong Kong Banking Records: Payments Made by CSR, CNR, Da Lian and CRRC

263. I attach, as Annexure NN, HSBC transaction records for JJ Trading and Century General Trading. These records were provided to me by the Commission, and serve to confirm the accuracy and reliability of the 'HSBC Ledgers' upon which I relied in the first iteration of this report in the Transnet submission.
264. Annexure NN reveal that $\$ 187054355.77$ was paid to Tequesta Group and Regiments Asia by China South Rail, China North Rail, Da Lian Locomotive and Rolling Stock Company (a subsidiary of China North Rail) and CRRC. CRRC was formed on the $1^{\text {st }}$ of June 2015 through the merger of CSR and CNR.
265. An analysis of Annexure NN shows that Tequesta Group Limited's HSBC account in Hong Kong was paid a total of $\$ 61394694.50$ by CNR, CRRC and CSR, of which:
a. $\$ 15234248$ was paid by CNR;
b. \$2 704159 was paid by CRRC;
c. \$43 456242 by paid CSR; and
266. An analysis of Annexure NN shows that Regiments Asia's HSBC account in Hong Kong was paid $\$ 83781589.22$ by CNR, CRRC, CSR and Da Lian, of which :
a. $\$ 8622906$ was paid by CNR
b. $\$ 14757788.75$ was paid by CRRC;
c. $\$ 45750600.47$ was paid by CSR; and
d. $\$ 18119990$ was paid by Da Lian [China North Rail]
267. When considered jointly, Regiments Asia and Tequesta Group were thus paid a total of:
a. $\$ 23857154$ by CNR;
b. $\$ 17461947.75$ by CRRC;
c. $\$ 89206842.47$ by CSR;
d. $\$ 18120982.50$ by Da Lian; and
268. The following table sets out all the payments made to Tequesta Group's Hong Kong HSBC account that are included in Annexure NN:

Table 3: Payments Made to Tequesta Group and Regiments Asia at HSBC Hong Kong

| Tequesta Group |  |  |
| :--- | :--- | :--- |
| Date |  |  |
| $07 / 08 / 2015$ | $5,567,500.00$ | Payor |
| $26 / 08 / 2015$ | $4,717,500.00$ | CSR (HONG KONG) |
| $31 / 08 / 2015$ | $3,999,998.00$ | CNR (HONG KONG) |
| $09 / 09 / 2015$ | $3,910,000.00$ | CSR (HONG KONG) |
| $14 / 09 / 2015$ | $4,207,500.00$ | CSR (HONG KONG) |
| $16 / 09 / 2015$ | $4,250,000.00$ | CSR (HONG KONG) |
| $25 / 09 / 2015$ | $11,234,250.00$ | CNR (HONG KONG) |
| $29 / 09 / 2015$ | $4,122,500.00$ | CSR (HONG KONG) |
| $20 / 10 / 2015$ | $4,228,748.00$ | CSR (HONG KONG) |
| $20 / 10 / 2015$ | $3,952,498.00$ | CSR (HONG KONG) |
| $27 / 10 / 2015$ | $4,228,748.00$ | CSR (HONG KONG) |


| $27 / 10 / 2015$ | $4,271,248.00$ | CSR (HONG KONG) |
| :--- | :--- | :--- |
| $01 / 06 / 2016$ | $2,704,159.50$ | CRRC (HONG KONG) |
| TOTAL: | $\$ 61,394,649.50$ |  |
| Regiments Asia |  |  |
|  | Amount | Payor |
| Date | $\$ 3,599,998.00$ | DA LIAN |
| $08 / 12 / 2014$ | $\$ 3,574,998.00$ | DA LIAN |
| $09 / 12 / 2014$ | $\$ 3,716,998.00$ | DA LIAN |
| $10 / 12 / 2014$ | $\$ 3,649,998.00$ | DA LIAN |
| $11 / 12 / 2014$ | $\$ 3,577,998.00$ | DA LIAN |
| $12 / 12 / 2014$ | $\$ 2,720,000.00$ | CSR (HONG KONG) |
| $02 / 02 / 2015$ | $\$ 2,550,000.00$ | CSR (HONG KONG) |
| $06 / 02 / 2015$ | $\$ 4,930,000.00$ | CSR (HONG KONG) |
| $10 / 02 / 2015$ | $\$ 1,869,990.00$ | CSR (HONG KONG) |
| $13 / 02 / 2015$ | $\$ 2,918,579.50$ | CSR (HONG KONG) |
| $06 / 03 / 2015$ | $\$ 660,335.25$ | CSR (HONG KONG) |
| $06 / 03 / 2015$ | $\$ 1,530,000.00$ | CSR (HONG KONG) |
| $10 / 03 / 2015$ | $\$ 1,260,448.00$ | CSR (HONG KONG) |
| $23 / 03 / 2015$ | $\$ 1,890,595.50$ | CSR (HONG KONG) |
| $23 / 03 / 2015$ | $\$ 2,506,215.25$ | CSR (HONG KONG) |
| $13 / 04 / 2015$ | $\$ 2,836,982.50$ | CSR (HONG KONG) |
| $13 / 05 / 2015$ | $\$ 1,902,885.25$ | CSR (HONG KONG) |
| $13 / 05 / 2015$ | $\$ 1,299,801.75$ | CSR (HONG KONG) |
| $13 / 05 / 2015$ | $\$ 3,512,689.25$ | CSR (HONG KONG) |
| $19 / 06 / 2015$ | $\$ 2,500,644.75$ | CSR (HONG KONG) |
| $07 / 08 / 2015$ | $\$ 307,810.72$ | CSR (HONG KONG) |
| $10 / 08 / 2015$ | $\$ 3,469,696.00$ | CSR (HONG KONG) |
| $14 / 09 / 2015$ | $\$ 8,622,906.00$ | CNR (HONG KONG) |
| $30 / 09 / 2015$ | $\$ 3,520,227.25$ | CSR (HONG KONG) |
| $09 / 10 / 2015$ | $09 / 11 / 2015$ | $22 / 12 / 2015$ |


| $12 / 01 / 2016$ | $\$ 2,762,148.00$ | CRRC (HONG KONG) |
| :--- | :--- | :--- |
| $01 / 09 / 2016$ | $\$ 5,181,354.50$ | CRRC (HONG KONG) |
| TOTAL: | $\$ 83,782,437.41$ |  |

Total Payments Made to Tequesta Group and Regiments Asia by CNR, CSR,

| CRRC and Da Lian |  |
| :--- | :--- |
| CNR (and Da Lian) | $\$ 41,978,136.50$ |
| CSR | $\$ 89206842.47$ |
| CRRC | $\$ 17,461,948.25$ |
| TOTAL | $\$ 145,177,086.91$ |

### 6.3. Tracking Payments to Regiments Asia and Tequesta Group against Known Kickback Agreements

269. Calculations conducted by amaBhungane, recorded in the spread sheet attached hereto as Annexure II, have brilliantly illustrated that the payments made into the HSBC accounts of Tequesta and Regiments Asia accorded directly with what was anticipated to be paid to them under the various kickback arrangements signed in relation to the 95, 100, 359 and 232 contracts and related maintenance services.
270. In the interests of brevity, and as I believe the Commission has already reviewed this material, I do not repeat these calculations here. However, my own review of the calculations shows them to be extremely accurate, and I thus rely on them without hesitation.

### 6.4. The Hong Kong Banking Records: The Dissipation of Kickbacks by Tequesta Group and Regiments Asia

271. Annexure NN shows that the amounts paid into Tequesta and Regiments Asia's accounts by CSR, CRRC, CNR and Da Lian were dissipated almost immediately after they were received. Indeed,

Annexure NN records a very large number of payments out of the two accounts to a range of recipients. In total, my analysis shows that 687 payments were made to 173 different recipients.
272. It is plausible that the payments recorded in the HSBC ledger made from the Regiments Asia and Tequesta Group accounts were the first step in an elaborate money laundering route. Indeed, as I show below, the vast majority of the recipient accounts were either Hong Kong shell companies or Chinese mainland garment, textile or furniture manufacturers. It is implausible that the Gupta enterprise suddenly and inexplicably became wholesale importers of textiles and furniture.
273. The lack of further documentation regarding the second 'step' in the money laundering route means that it is impossible for us to identify who may be the ultimate beneficiary of the vast majority of the payments. Nevertheless, my analysis of Annexure NN has raised a number of noteworthy features.

### 6.4.1. Payments to Individuals by Regiments Asia and Tequesta Group

274. First, there are a small handful of payments made from the Tequesta Group and Regiments Asia accounts to accounts held by individuals. These individuals include:
a. Salim Essa, who received a payment of $\$ 99985.13$ on the $26^{\text {th }}$ of October 2015 into an account held at Habib Bank in Dubai;
b. Bartolomeu Dias Domingo, who was paid $\$ 665257.87$ in 8 payments between the $24^{\text {th }}$ of December 2014 and the $9^{\text {th }}$ of February 2015 into an account at Banco PPI SA in Porto;
c. Antonio Palango Sangossango, who was paid $\$ 665243.01$ in 8 payments between the $23^{\text {rd }}$ of December 2014 and the $9^{\text {th }}$ of February 2015 into an account at Banco PPI SA in Porto;
d. Prachi Desai, who was paid $\$ 21214$ on the $22^{\text {nd }}$ of April 2016;
e. Faisal Rashid, who was paid $\$ 29992.89$ on the $2^{\text {nd }}$ of November 2016;
f. Mark Wai Yeung, who was paid $\$ 70000$ on the $24^{\text {th }}$ of January 2015;
g. Cheng Shuang, who was paid $\$ 99985.14$ on the $16^{\text {th }}$ of April 2015;
275. Public records show that Bartolomeu Dias Domingo is an Angolan entrepreneur the owner of an Angolan company by the name of Grupo Bartolomeu Dias (GBD). GBD's website indicates that it controls $\$ 400 \mathrm{~m}$ of assets in 'Civil Aviation [sic], manufacturing, construction, hotels and tourism, real estate, information technology, transportation, logistics, Private Security and Trading [sic]. ${ }^{13}$
276. Public records show that Antonio Sangossango was appointed to the position of the Director of Administration and Budget in the Angolan Ministry of Foreign Affairs in at least 2011, although his own personal Linkedln page indicates that he held this position from at least 1998. In any event, the payments made to Sangossango took place while he held public office. The Commission may be minded alert the appropriate authorities in Angola so that they may conduct their own investigations into the probity of the payments.
277. Prachi Desai is a Bollywood actress who performed at the wedding of Ajay Gupta's son, Kamal Singhala, in Antalya, Turkey on the $23^{\text {rd }}$ and $24^{\text {th }}$ April 2016. As pointed out above she was paid $\$ 21214$ on the 22nd of April 2016. On the same day the organisers of the wedding, Katalyst Entertainment Pvt Ltd were paid $\$ 64$ 394. Extracts from the Indian magazine, Excel, which describe the event are attached as Annexure UU.
278. The remainder of the individuals listed in Annexure NN have common names. As such, it is difficult to make a definitive identification. This would have to be done through discovery of the banking details to which the amounts were paid.
[^12]
### 6.4.2. Recipients of Over \$1m from Tequesta Group or Regiments Asia

279. Second, while there were many hundreds of payments made to a range of recipients, 27 recipients were paid over $\$ 1 \mathrm{~m}$.
280. Only three companies were paid over $\$ 10 \mathrm{~m}$ in total: Al Malaki Limited (\$15 312000 in 54 payments), Success Stand Limited (\$13 549115.30 in 44 payments) and Honourway Garment Limited (\$11 244736.63 in 38 payments).
281. The following table sets outs the 26 recipients of over $\$ 1 \mathrm{~m}$, the number of payments they received and over what period:

Table 4: Recipients of Over \$1m from Regiments Asia and Tequesta Holding

| Company/Person <br> Name | Dates Paid <br> Range | Total No of <br> Payments | Amount (\$) |
| :--- | :--- | :--- | :--- |
| Al Malaki Limited | $12 / 08 / 2015-$ <br> $10 / 10 / 2015$ | 54 | 15312000 |
| Success Stand Limited | $19 / 05 / 2015-$ <br> $15 / 01 / 2016$ | 44 | 13549115.30 |
| Honourway Garment <br> Limited | $18 / 08 / 2015-$ <br> $15 / 01 / 2016$ | 38 | 11244736.63 |
| Shun Shi Limited | $13 / 12 / 2015-$ <br> $13 / 01 / 2016$ | 22 | 7198747.16 |
| CJ Logistics Ltd | $10 / 12 / 2014-$ <br> $14 / 04 / 2015$ | 22 | 7354500 |
| Fame Great Trade <br> LTD | $15 / 12 / 2014-$ <br> $20 / 05 / 2015$ | 18 | 4699500 |
| Weiken Int'l Ltd | $27 / 12 / 2014-$ <br> $02 / 11 / 2015$ | 20 | 4671000 |
| United Swift Limited | $25 / 02 / 2015-$ <br> $16 / 03 / 2015$ | 17 | 4657050 |
| Zontian Int' Co Ltd | $11 / 08 / 2015-$ <br> $05 / 11 / 2015$ | 17 | 4478450 |
| Glory Rich Technology <br> Limited | $10 / 09 / 2015-$ <br> $23 / 12 / 2015$ | 8 | 3535010 |
| Meridian Warrior G L | $12 / 08 / 2015-$ <br> $23 / 09 / 2015$ | 13 | 3402000 |


| SZ Xht Tech Co Ltd | $17 / 08 / 2015-$ <br> $16 / 09 / 2015$ | 13 | 3374000 |
| :--- | :--- | :--- | :--- |
| Delight Forever Ltd | $31 / 12 / 2014-$ <br> $25 / 03 / 2015$ | 11 | 2984050 |
| Shangqiu Damingfa <br> Plush Products Co. Ltd | $06 / 01 / 2015-$ <br> $16 / 03 / 2015$ | 11 | 2098795.42 |
| Summut HK P H C L | $14 / 05 / 2015-$ <br> $21 / 05 / 2014$ | 7 | 2335500 |
| Gallenade Limited | $14 / 05 / 2015-$ <br> $19 / 05 / 2015$ <br> $24 / 09 / 2015-$ <br> $03 / 11 / 2015$ | 5 | 6 |
| Vast Wisdom E Ltd | 11964000 |  |  |
| Flybridge International <br> DMCC | $31 / 03 / 2015-$ <br> $19 / 05 / 2015$ | 11 | 1889957 |
| Kings Rich Worldwide <br> Ltd | $22 / 10 / 2015-$ <br> $12 / 11 / 2015$ | 7 | 1860836.58 |
| Hangzhou Zhuoda <br> Import and Export Co <br> Ltd | $26 / 01 / 2015-$ <br> $15 / 04 / 2015$ | 9 | 17298664.42 |
| Meezan Int'I Ltd | $26 / 10 / 2015-$ <br> $29 / 12 / 2015$ | 3 | 1421150 |
| Dragonli Co Ltd | $22 / 10 / 2015-$ <br> $12 / 11 / 2015$ | 5 | 1313137 |
| Rayk Trading Limited | $15 / 04 / 2015-$ <br> $25 / 06 / 2015$ | 7 | 1248000 |
| Celertus Co. Ltd | $19 / 08 / 2015-$ <br> $04 / 11 / 2015$ | 6 | 1195309.68 |
| Hong Kong Zhanyu <br> Import and Export Co <br> LTD | $19 / 01 / 2015-$ <br> $12 / 02 / 2015$ | 4 | 1044940.52 |
| Changshu Yongli Imp <br> and Expo Co Ltd <br> Changs | $22 / 01 / 2015-$ <br> $10 / 06 / 2016$ | 8 | 1013895.97 |

### 6.4.3. Companies Paid by Regiments Asia, Tequesta Group and Morningstar International

282. Third, Annexure NN also includes details related to Morningstar International. It is now common cause that Morningstar International, a company registered in Hong Kong and controlled by the Gupta enterprise, was used to receive payments from Homix Pty Ltd, also a Gupta enterprise company. Homix, in
turn, received large payments from contractors who received contracts from Transnet. Homix Pty was paid based on 'consultancy agreements' that saw Homix earn a percentage success fee to assist large corporations secure Transnet contracts.
283. Annexure NN records 10 payments made to Morningstar International Trade by Homix Pty Ltd. The payments were all made between the $22^{\text {nd }}$ and $29^{\text {th }}$ of May 2015 from Homix' Mercantile Bank facility in South Africa. In total \$393 965 was transferred to Morningstar from Homix in the ten payments.
284. There are, notably, only five companies that received payments from all of Regiments, Tequesta and Morningstar International. These companies are:
a. AI Malaki Limited
b. Success Stand Limited;
c. Meridian Warrior GL;
d. Flybridge International DMCC;
e. Celertus Co. Ltd;
285. The existence of payments to these entities by all three Gupta enterprise companies provides further evidence that the three companies were making use of similar and related money laundering routes and systems. Moreover, it is plausible that these five companies acted as primary conduits into which laundered funds were consolidated before being paid onwards to the benefit of the Gupta enterprise. I am advised that the Commission will be producing evidence of other money flows from laundered Gupta enterprise entities in South Africa into AI Malaki, Success Stand, Flybridge International and Celertus.
286. As I discuss in greater detail below, bank statements made public by amaBhungane have revealed that Tequesta Group Limited operated a US dollar denominated bank account at Habib Bank in Dubai with account
number 2012-7771698603. This account was used to receive three payments from CRRC between the $22^{\text {nd }}$ of October and the $29^{\text {th }}$ of October 2016 valued at $\$ 19886$ 383.41. Importantly, here, this account was also used to make payments to Flybridge International:
a. $\$ 198876.33$ (AED750 000) on the $28^{\text {th }}$ of August 2016;
b. $\$ 200238.35$ (AED 735000 ) on the $29^{\text {th }}$ of August 2016;

### 6.4.4. The Use of Chinese Mainland Companies with Apparent Ties to Money Laundering in South Africa

287. The Commission has made available to me a SARB report into Sunnyside Import and Export CC ("Sunnyside") which led to a forfeiture order against Sunnyside. It has also made available to me a spreadsheet prepared by SARB of cross border transactions involving Sunnyside. The report is attached as Annexure TT1. An edited version of the Sunnyside cross border transactions spreadsheet from which I have removed all columns other than counterparty name, date and rand and dollar transaction amounts of the cross border transactions is attached as Annexure TT2.
288. As appears from Annexure TT2 Sunnyside was conducting cross border transactions with 24 of the companies that appear on Annexure NN. This suggests that, in dispersing the proceeds of the Regiments Asia and Tequesta kickbacks, the Gupta enterprise was tapping into a money laundering network that already had ties to money laundering in South Africa. (A list of the 24 Sunnyside "clients" who appear on Annexure NN is attached as Annexure TT3)
289. Most of the entities on Annexure TT3 are registered in mainland China, involved in the wholesale manufacture of consumer goods (mostly textiles,
clothing and domestic appliances), and are shown, by public records held by Panjiva ${ }^{14}$, to export in large quantities to South Africa.
290. Annexure NN contains several other companies that fit this profile as appears from Table 5 below.

Table 5: Companies Receiving Payments from Regiments and Tequesta Exporting to South Africa (Companies Transacting with Sunnyside are in Bold)
$\left.\left.\begin{array}{|l|l|l|l|}\hline \text { Company } & \begin{array}{l}\text { Number } \\ \text { of } \\ \text { Payments }\end{array} & \begin{array}{l}\text { Total Value of } \\ \text { Payments }\end{array} & \text { Details } \\ \hline \begin{array}{l}\text { Shangqiu } \\ \text { Damingfa Plush } \\ \text { Products Co. Ltd }\end{array} & 11 & \$ 2098795 & \begin{array}{l}\text { Customs records show that 37 } \\ \text { shipments were made to South } \\ \text { Africa and 7 to Zimbabwe }\end{array} \\ \hline \begin{array}{l}\text { Hangzhou } \\ \text { Zhuoda Imp. \& } \\ \text { Exp. Co., Ltd. }\end{array} & 9 & \$ 1729866.32 & \begin{array}{l}\text { A Chinese-registered company. } \\ \text { Trade records show that it has } \\ \text { made 324 shipments to South } \\ \text { Africa. }\end{array} \\ \hline \begin{array}{l}\text { Changshu Yongli } \\ \text { Imp and Exp Co }\end{array} & 8 & \$ 1013895.97 & \begin{array}{l}\text { A Chinese-registered company. } \\ \text { Trade records reflect 504 }\end{array} \\ \text { Ltd. } & & & \$ 849910.83 \\ \text { shipments to South Africa and } \\ \text { 170 shipments to Nigeria. }\end{array}\right\} \begin{array}{l}\text { A Chinese-registered company. } \\ \text { Trade records reflect 253 } \\ \text { Chipments to South Africa. }\end{array}\right\}$

[^13]| Home Textile Co <br> Ltd |  |  | Trade records reflect 47 <br> shipments to South Africa. |
| :--- | :--- | :--- | :--- |
| Taizhou Shunkang <br> Imp \& Exp Co Ltd | 7 | $\$ 574859.92$ | A Chinese-registered company. <br> Trade records reflect 98 <br> shipments to South Africa. |
| Shaoxing <br> Shenhua Textile <br> Co Ltd | 3 | $\$ 329955.41$ <br> (and one <br> further <br> payment off <br> \$169 985.14 to <br> a company <br> called <br> Shanoxing <br> Shenghua | specialising in clothing. Trade <br> records reflect 115 shipments to <br> South Africa. |

[^14]\(\left.$$
\begin{array}{|l|l|l|l|}\hline & & & \begin{array}{l}\text { USA market and the south [sic] } \\
\text { Africa market.'16 }\end{array} \\
\hline \begin{array}{l}\text { Jiangmen City } \\
\text { Yingguang } \\
\text { Stainless Steel Pr }\end{array} & 2 & \$ 249970.28 & \begin{array}{l}\text { A Chinese-registered company } \\
\text { producing steel pots and pans. } \\
\text { The company website lists South } \\
\text { Africa as a specific site of sales } \\
\text { for its products. }\end{array} \\
\hline \begin{array}{l}\text { Haimen Yinan } \\
\text { International } \\
\text { Trading Co Ltd }\end{array} & 3 & \$ 229955.14 & \begin{array}{l}\text { A Chinese-registered company. } \\
\text { Trade records reflect 105 } \\
\text { shipments to South Africa. }\end{array} \\
\hline \begin{array}{l}\text { Nantong Yawen } \\
\text { Textile Co Ltd }\end{array} & 2 & \$ 224970.27 & \begin{array}{l}\text { A Chinese-registered company } \\
\text { specialising in blankets and } \\
\text { duvets. Trade records reflect 47 } \\
\text { shipments to South Africa. }\end{array} \\
\hline \begin{array}{l}\text { Universe Home } \\
\text { Textile Co Ltd } \\
\text { Zhejiang }\end{array} & 3 & \$ 209970.28 & \begin{array}{l}\text { A Chinese-registered company } \\
\text { specialising in textiles. Trade } \\
\text { records reflect 105 shipments to } \\
\text { South Africa. }\end{array} \\
\hline \begin{array}{l}\text { Haining Xinyi } \\
\text { Import and Export } \\
\text { Co Ltd }\end{array} & 2 & \$ 199970.31 & \begin{array}{l}\text { A Chinese-registered company. } \\
\text { The company's website indicates }\end{array}
$$ <br>

that it has sales offices in South\end{array}\right\}\)| Africa and Angola. ${ }^{18}$ |
| :--- |

[^15]|  |  |  | tradeables. Public trade data <br> reflects 24 shipments to South <br> Africa. |
| :--- | :--- | :--- | :--- |
| Bazhou Dongtai <br> Furniture Co Ltd <br> Zhongxin | 1 | $\$ 101205.14$ | A Chinese-registered dining table <br> manufacturer. Public trade data <br> reflects 143 shipments to South <br> Africa. |
| Taizhou F Mars <br> Trade Co Ltd | 1 | $\$ 99985.15$ | A Chinese-registered company. <br> Public trade data reflects 87 <br> shipments to South Africa and 3 <br> to Botswana. |
| Shaoxing Dongtai <br> Plymeric Materials <br> Co | 1 | $\$ 99985.14$ | A Chinese-registered <br> manufacturer of leather products. <br> Public trade data reflects 10 <br> shipments to South Africa. |
| Tianjin Machinery <br> and Electric <br> Equipment | 1 |  |  |
| Haimen Boyi | 1 | $\$ 99985.13$ | A Chinese-registered exporter of <br> industrial machinery. Public trade |
| International Trade |  |  |  |

291. It is extraordinarily unlikely that Tequesta Group, Regiments Asia and the Gupta enterprise decided to utilise money arising from Transnet-related kickbacks to diversify into wholesale textile and domestic appliance importation and sale.
292. A plausible explanation consistent with the Sunnyside correlation is that Tequesta and Regiments Asia made use of an extant professional money laundering organisation. This organisation identified and made use of companies with an existing record of exports to South Africa, and who would thus have an existing flow of legitimate large exports in which the moneys laundered by the Gupta enterprise could be disguised and commingled. However, I am informed by the Commission that a request to the SARB for cross border records of all of the companies on Annexure NN did not yield any results for any "non-Sunnyside" companies on Table 5. It may then be that these Chinese mainland companies were falsely declaring exports to Chinese authorities (upon whose disclosures the underlying data from Panjiva is based) in order to justify the funds transfers, but that no commensurate reporting or declarations were made in South Africa.

### 6.4.5. The Use of Hong Kong Shell Companies to Receive Payments from Tequesta Group and Regiments Asia

293. My analysis of the recipients of payments made from the accounts of Tequesta Group and Regiments Asia shows that there were a large number of payments to companies registered in Hong Kong. The sheer number of companies paid precludes me from analysing every company. However, I undertook a sampling of the companies, acquiring company formation forms, annual returns and other relevant documents from the Hong Kong company registry. The companies selected for sampling were chosen on the basis that they were the Hong Kong firms that received most money from Tequesta Group and Regiments Asia. I attach these documents as Annexure OO. The identity of the companies sampled is set out in the table below.
294. My sampling analysis shows that the payments were made to what appear to be shell companies. Moreover, these shell companies share many similarities. In particular:
a. The companies are often formed in 2013 or 2014, usually by company formation agents who specialise in selling pre-incorporated shell companies;
b. The companies are purchased by a second company formation agent or corporate secretarial firm, usually a few months prior to them receiving payments from either Regiments Asia or Tequesta;
c. The companies are then registered to a sole shareholder and director, almost always a lone Chinese citizen;
d. The company form, in particular the number of authorized shares (almost always 10000 ), remains consistent throughout the life of the company;
e. There is a cross-over in company formation agent/secretarial company in certain companies.
295. The above features strongly imply that the companies were purchased off-theshelf from company formation agents. The companies were then transferred to a sole director, almost certainly as part of a scheme to launder funds from Regiments Asia and Tequesta Group, if not other companies. The cross-over in company formation agents and secretarial services used implies coordination. Together, these facts plausibly suggest that the companies paid by Regiments Asia and Tequesta Group were part of a co-ordinated and consolidated money laundering scheme designed to obscure the flow of funds and to make tracing their movement difficult for law enforcement and other compliance or investigative bodies.
296. It is additionally striking that none of the Hong Kong companies, or their directors, have any online presence or profile. One would expect that legitimate companies being paid millions of dollars would have some online
presence used to, at the very least, identify and advertise their existence and the services offered.
297. It should be noted that only one company I sampled did not conform to the pattern set out above, namely, Sky Success Ltd. Sky Success received 1 payment of \$201500 from Tequesta Group on the 2 ${ }^{\text {nd }}$ of November 2015. Company formation documents show that Sky Success was beneficially owned by Guidepost Investments Limited, a Hong Kong company. Media reports suggest that Guidepost is involved in real estate transactions in Hong Kong. ${ }^{19}$ In 2016, the Financial Services Authority of Hong Kong issued a warning that Guidepost was engaging in the unlicensed provision of financial services. ${ }^{20}$
298. In the table below, I set out the details of specific sampled companies. Note that the companies below were the largest Hong Kong recipients of payments from Tequesta Group and Regiments Asia, accounting for a substantial portion of the total moneys paid out by both.

Table 6: The Hong Kong Shell Company Matrix

| Name | Date Formed | Secretarial Company (formation) | Secretarial Company (admin) | When company transferred to sole director | Name of Sole Director/Shar e holder | Date of <br> First <br> Payme <br> nt from <br> TG or <br> RA |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Delight Forever Ltd | $\begin{aligned} & \text { 21/02/20 } \\ & 14 \end{aligned}$ | Company Kit <br> Secretarial Services | Hashmi Secretarial | 15/01/2015 | Jukun Xiang | $\begin{array}{\|l\|} \hline 31 / 12 / \\ 2014 \end{array}$ |
| Enigma Electronic Technolog y | $\begin{aligned} & \text { 12/05/20 } \\ & 14 \end{aligned}$ | MJ Enterprise Limited | HK Haixin Business Consulting Limited | 12/05/2014 | Zhan Yi | $\begin{aligned} & \hline 07 / 09 / \\ & 2016 \end{aligned}$ |
| Fame | 03/03/20 | GRL14 | JBL | 10/07/2014 | Shu Ying | 15/12/ |

[^16]| Great <br> Trade | 14 | Limited | Secretary <br> Services |  | Huang | 2014 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Gallenade <br> Limited | $06 / 03 / 20$ <br> 14 | Topworld <br> (Corporate <br> Services) <br> Limited | Bailiai <br> Internation <br> al Group <br> (HK) <br> Limited <br> [CPA] | $08 / 12 / 2014$ | Liu Ayling | $14 / 05 /$ <br> 2015 |
| Glory Rich <br> Technolog <br> y | $01 / 12 / 20$ | GRL14 <br> Limited | Joy <br> Enterprise <br> Secretary <br> Services | $09 / 02 / 2015$ | Zhi Yin Liu | $10 / 09 /$ <br> 2015 |
| Hecome <br> Limited | $21 / 03 / 20$ <br> 14 | Comkit <br> Limited | Hashmi <br> Secretarial <br> Services | $28 / 12 / 2014$ | Sai Tan | $05 / 01 /$ <br> 2015 |
| HK <br> Juhengtai | $29 / 04 / 20$ | HK Xing <br> Trading <br> Cong <br> Registratio <br> ns Limited | HK Xing <br> Hong <br> Registratio <br> ns Limited | $29 / 04 / 2014$ | Hua Ge | $30 / 01 /$ <br> 2015 |
| HK Sheng <br> Haoran <br> Industrial <br> Limited | 14 | $26 / 03 / 20$ | Zhongtian <br> Enterprise <br> Intl Group <br> Limited | Hong Kong <br> United <br> Accounting <br>  <br> Secretarial <br> Services | $22 / 05 / 2014$ | Jiang Qiang |


| Swift <br> Limited | 14 | Limited | Secretarial <br> Services |  | Ding | 2015 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Vast <br> Wisdom | $12 / 01 / 20$ | SBC <br> Corporate <br> Services | H\&C <br> Business <br> (HK) <br> Limited | $31 / 12 / 2015$ | Shuangfeng <br> Tang | $24 / 09 /$ <br> 2015 |
| Zealand <br> Trading <br> Ltd | 14 |  |  |  |  |  |
| $06 / 01 / 20$ | H\&C <br> Business <br> (HK) <br> Limited | H\&C <br> Business <br> (HK) <br> Limited | $06 / 01 / 2014$ | Yuan Zhao | $04 / 03 /$ <br> 2015 |  |

### 6.4.6. The Obvious Signs of Money Laundering

299. My analysis of Annexure NN reflects clear signs that Tequesta and Regiments Asia accounts were being misused for money laundering.
300. The receipt and dissipation of funds from the accounts happened in a highly suspicious manner. In particular, the funds paid in CSR, CNR, Da Lian and CRRC were paid out of the HSBC accounts almost immediately after they had been received.
301. In addition, the amounts paid out by Regiments Asia and Tequesta had all the hallmarks of 'smurfing', in which large payment amounts are split into a series of smaller payments made contiguous with each other. This is to avoid the movement of single large sums that may incur compliance checks or mandatory reporting requirements. There are a large number of examples of this practice evident in Annexure NN, which is beyond the scope of this submission. I, however, highlight two indicative examples.
302. In the first example: between the $31^{\text {st }}$ of December 2014 and the $25^{\text {th }}$ of March 2015, Regiments Asia transferred $\$ 2984050$ to a company called Delight Forever Ltd in eleven transfers. Most notably, between the $10^{\text {th }}$ of March 2015 and $24^{\text {th }}$ of March 2015, Regiments Asia made ten transfers on a nearly daily basis. The transfers were mostly in round figures:

Table 7: Payment Amounts and Dates for Transfers From Regiments Asia to Delight Forever Ltd

| 10-Mar-15 | $\$ 200,000.00$ |
| :--- | :--- |
| 11-Mar-15 | $\$ 250,000.00$ |
| 12-Mar-15 | $\$ 350,000.00$ |
| 14-Mar-15 | $\$ 182,750.00$ |
| 16-Mar-15 | $\$ 198,000.00$ |
| 17-Mar-15 | $\$ 300,000.00$ |
| 18-Mar-15 | $\$ 310,000.00$ |
| 23-Mar-15 | $\$ 300,000.00$ |
| 24-Mar-15 | $\$ 349,000.00$ |
| 25-Mar-15 | $\$ 304,300.00$ |

303. In the second example: between the $18^{\text {th }}$ of August 2015 and the $6^{\text {th }}$ of November 2015, Tequesta Group transferred $\$ 9087002.92$ to Al Malaki Limited in 34 different payments (although, realistically, this was 33 payments as one outlier payment was made for only $\$ 2.93$ ). The payments took place on a regular basis, often only a day or two apart, and were in round amounts:

Table 8: Payment Amounts and Dates for Transfers from Tequesta Group Limited to Al Malaki

| 18-Aug- <br> 15 | $\$ 237,500.00$ |
| :--- | :--- |
| 20-Aug- <br> 15 | $\$ 243,000.00$ |
| 27-Aug- <br> 15 | $\$ 247,500.00$ |
| 1-Sep-15 | $\$ 260,000.00$ |
| 2-Sep-15 | $\$ 261,000.00$ |
| 4-Sep-15 | $\$ 236,000.00$ |
| 7-Sep-15 | $\$ 268,000.00$ |


| $16-S e p-$ <br> 15 | $\$ 279,000.00$ |
| :--- | :--- |
| 21-Sep- <br> 15 | $\$ 290,000.00$ |
| $22-S e p-$ <br> 15 | $\$ 295,000.00$ |
| 23-Sep- <br> 15 | $\$ 298,000.00$ |
| 2-Oct-15 | $\$ 299,000.00$ |
| 5-Oct-15 | $\$ 292,000.00$ |
| 6-Oct-15 | $\$ 297,000.00$ |
| 7-Oct-15 | $\$ 270,000.00$ |
| 8-Oct-15 | $\$ 250,000.00$ |
| 9-Oct-15 | $\$ 2.93$ |
| 12-Oct-15 | $\$ 299,000.00$ |
| 13-Oct-15 | $\$ 288,000.00$ |
| 14-Oct-15 | $\$ 297,000.00$ |
| 16-Oct-15 | $\$ 330,000.00$ |
| 19-Oct-15 | $\$ 313,000.00$ |
| $22-$ Oct-15 | $\$ 150,000.00$ |
| $23-$ Oct-15 | $\$ 328,000.00$ |
| 26 -Oct-15 | $\$ 320,000.00$ |
| $27-$ Oct-15 | $\$ 325,000.00$ |
| $28-$ Oct-15 | $\$ 200,000.00$ |
| $29-$ Oct-15 | $\$ 100,000.00$ |
| 30-Oct-15 | $\$ 320,000.00$ |
| 2-Nov-15 | $\$ 328,000.00$ |
| 3-Nov-15 | $\$ 320,000.00$ |
| 3-Nov-15 | $\$ 326,000.00$ |
| 4-Nov-15 | $\$ 320,000.00$ |
| 6-Nov-15 | $\$ 200,000.00$ |
|  |  |

304. Based on the above discussion, the following facts can be confirmed:
a. Regiments Asia and Tequesta Group were paid $\$ 145,177,086.91$ by CSR, CNR, Da Lian and CRRC, seemingly after it was decided to jettison the use of the Worlds Window network to launder kickback payments;
b. Regiments Asia and Tequesta Group were incorporated in Hong Kong shortly before receiving payments from CSR, CNR, Da Lian and CRRC;
c. The Gupta enterprise associate Salim Essa was the sole director of both Regiments Asia and Tequesta Group until 2016, after which he was replaced by Aashika Singh, another Gupta enterprise associate;
d. The amounts paid into Regiments Asia and Tequesta Group were immediately dissipated out of these accounts;
e. The payments made out of the Tequesta and Regiments accounts were made to:
i. A small range of individuals;
ii. A large number of Chinese-registered textile, clothing, bedding or consumer goods manufacturers, many of whom are shown by public customs data to have made shipments to South Africa, or, alternatively, to have at least reported such shipments to customs authority in China;
iii. A large number of Hong Kong-registered shell companies, all taking the same corporate form, and none of whom have any notable online profile
f. Payments to Morningstar International are also reflected in Annexure NN, as are payments out. These records show that only five companies received payments from all of Morningstar International, Tequesta Group and Regiments Asia, namely, AI Malaki Limited,

Success Stand Limited, Meridian Warrior GL, Flybridge International DMCC, Celertus Co. Ltd.
305. Based on the above facts, I believe it is reasonable to infer that:
a. The payments made to Tequesta Group and Regiments Asia by CSR, CNR, Da Lian and CRRC were, in whole or part, actually made for the benefit of the Gupta enterprise;
b. Tequesta Group and Regiments Asia were created specifically as vehicles to receive and launder funds paid to the Gupta enterprise by CSR, CNR, Da Lian and CRRC, and the receive and launder funds from Homix.
c. The Gupta enterprise, through Tequesta Group and Regiments Asia, paid funds to at least two identifiable money laundering networks, which may or may not have been linked, namely, the Hong Kong shell company network and the Chinese-South Africa consumer goods export-import network;
d. Morningstar International, Tequesta Group and Regiments Asia all participated in the same money laundering network, as shown by payments made by all three to the same five entities.

### 6.6. The Continuation of the Transnet Bribery Scheme in Dubai

306. In June 2020, amaBhungane published additional bank statements related to Regiments Asia and Tequesta Group. They show that Tequesta Group operated a US dollar denominated bank account held at Habib Bank in Dubai, as did Regiments Asia. The bank statements are attached as Annexure PP.
307. The bank statements for Tequesta Limited show that three payments were made by CRRC to Tequesta as follows:
a. $\$ 2168192.64$ on the $27^{\text {th }}$ of October 2016;
b. $\$ 8214998.75$ on the $29^{\text {th }}$ of October 2016;
308. Calculations by amaBhungane show that these payments accorded with kickbacks that were anticipated to be paid to Gupta enterprise companies by CRRC.
309. Thus, by 2016, the HSBC/Hong Kong network had effectively ended, to be replaced by a new Dubai mechanism to receive and pay out funds from Transnet contracts. At this point, as amaBhungane notes, CRRC was still due to receive vast sums from Transnet, and to pay vast sums to the Gupta enterprise.

| Dramatis Personae |  |
| :---: | :---: |
| Individuals |  |
| Amit Agrawal | An employee of Worlds Window responsible for certain accounting functions. He operated the email account <br> amit.accounts@worldswindow.cc, from where he corresponded with Ashu Chawla regarding payments to and from Gupta enterprise and Worlds Window companies. |
| Naveen Agrawal | The 'Director of Manufacturing' at Worlds Window and a director of Worlds Window Impex Private Limited. |
| Rupesh Bansal | A director of Worlds Window, an Indian-based company that ran the money laundering network used to wash the first phase of bribes paid by CSR |
| Shuchi Bansal | The executive assistant to the Chairman's Office at Worlds Window Group. Bansal corresponded on Piyoosh Goyal's behalf in a number of \#Gupteleak emails. |
| Ashu Chawla | A key Gupta lieutenant, based in South Africa, responsible for managing the Gupta money laundering network |


| Salim Essa | A South African-based businessman <br> with close links to a number of <br> companies owned, controlled or <br> associated with the Guptas. Essa had <br> a close relationship with Iqbal <br> Sharma, a Transnet Board Member; <br> both held shares in a company called <br> VR Laser that was due to receive |
| :--- | :--- |
|  | work from the locomotive contracts. <br> Essa was the sole director of <br> Tequesta and Regiments Asia, the <br> main vehicles through which bribes <br> were paid by China South Rail and <br> China North Rail on the Transnet <br> deals. <br> Piyoosh Goyal <br> Sanjay Grover <br> The controlling mind behind Worlds <br> Window, an India-based scrap metal <br> dealer. Goyal met the Guptas in 2010 <br> and shortly thereafter entered into <br> business with them, buying shares in <br> a mine in SA, most likely a money |
| laundering exercise. He subsequently |  |
| became the key factotum in |  |
| laundering the first phase of kickbacks |  |
| from CsR to various Gupta entities. |  |
| Goyal's companies earned a 15\% fee |  |
| on all kickbacks paid. |  |


|  | were used to facilitate extensive <br> laundering of funds. |
| :--- | :--- |
| Ram Ratan Jagati | The registered director of JJ Trading <br> FZE. AmaBhungane's investigations <br> discovered he was merely a <br> frontman/factotum for the Worlds <br> Window group |
| Brian Molefe | CEO of Transnet from February 2011 <br> until April 2015. |
| Zhang Minyu | A CSR employee serving as a director <br> of CSR's Indian subsidiary. Zhang <br> Minyu is part to an email chain in <br> which the kickback arrangements and <br> commissions to be paid were set out |
| Wang Pan | in an excel spread sheet |
| Pooja Puri | A senior director at China South Rail. <br> Investigations reveal that Pan was <br> directly in touch with Brian Molefe. |
| Mogokare Richard Seleke | Worlds Window employee who <br> corresponded extensively with Ashu <br> Chawla regarding payments made as <br> part of an elaborate round-tripping <br> laundering scheme. |
|  | Seleke served on the board of <br> Transnet from December 2014 to <br> November 2015, including on the <br> infamous Board Acquisitions and <br> Disposal Committee, which oversaw <br> and manipulated Transnet contracts <br> to the benefit of the Gupta enterprise. <br> He was subsequently appointed to the <br> position of Director-General in the |
| Department of Public Enterprises after |  |,

\(\left.$$
\begin{array}{|l|l|}\hline & \begin{array}{l}\text { sending his CV to Duduzane Zuma in } \\
\text { June 2015. }\end{array} \\
\hline \text { Aashika Singh } & \begin{array}{l}\text { An employee of Infinity Media, a } \\
\text { Gupta enterprise entity that housed its } \\
\text { media portfolio. Singh was appointed } \\
\text { as the director of Tequesta Group } \\
\text { Limited, one of the main kickback }\end{array} \\
\text { recipients from Chinese rail suppliers, } \\
\text { after Salim Essa was removed from } \\
\text { the role in November 2016. }\end{array}
$$, \begin{array}{l}A member of the notorious Board <br>
Acquisitions and Disposal Committee <br>
at Transnet that was responsible for <br>
manipulating major procurements. <br>
\#Guptaleaks records reveal that Singh <br>
had close connections to the Gupta <br>

enterprise including flying on a\end{array}\right\}\)| number of occasions to Dubai where |
| :--- |
| he stayed at the Oberoi Hotel at the |
| Guptas' expense. |


|  |  |
| :--- | :--- |
| Accurate Investments (UAE) | One of the Gupta enterprise's primary <br> money laundering entities registered <br> in Dubai and nominally controlled by <br> Sanjay Grover at the behest of the <br> Gupta enterprise. Accurate <br> Investments was paid kickbacks by |
| Arctos (South Africa) |  |
|  | Liebherr Cranes related to Transnet <br> contracts. |
| Ausiness Expansion Structured Products | A South African company registered <br> and run by Worlds Window, and used <br> to house Worlds Window's <br> investments in Gupta companies in <br> South Africa. Arctos was also party to <br> a number of elaborate round-tripping <br> and loan-back schemes with Gupta <br> enterprise companies. |
| Conth Africa) | Alternatively referred to as BEX. <br> Entered into corrupt agreements with <br> China North Rail related to the fees <br> paid by Transnet to ensure CNR |
| Brookfield Consultants (US) | General Trading (CGT) |
| Durban. |  |

\(\left.$$
\begin{array}{|l|l|}\hline & \begin{array}{l}\text { Worlds Window Group. CGT is used } \\
\text { as a conduit during the first phase of } \\
\text { corrupt kickbacks paid by CSR to } \\
\text { various Gupta entities. Working } \\
\text { papers show that CGT kept 15\% of } \\
\text { the money laundered as a fee. }\end{array} \\
\hline \text { China North Rail (PRC) } & \begin{array}{l}\text { A major Chinese state-owned rail } \\
\text { company producing rolling stock for } \\
\text { the domestic and international }\end{array} \\
& \begin{array}{l}\text { markets. CNR was granted a major } \\
\text { contract as part of the 1064 } \\
\text { acquisition to supply diesel } \\
\text { locomotives to Transnet. Banking } \\
\text { documents show that CNR was } \\
\text { paying 'commission' fees to a } \\
\text { company associated with Salim Essa } \\
\text { and the Guptas. CNR merged with }\end{array} \\
\hline \text { China South Rail (PRC) } & \begin{array}{l}\text { China South Rail in June 2015 to form } \\
\text { CRRC. }\end{array}
$$ <br>
\hline A major Chinese state-owned rail <br>

company producing rolling stock. CSR\end{array}\right\}\)| E-Loco Supply Ltd (South Africa) |
| :--- |
| ws awarded three major contracts by |
| Transnet in three separate but related |
| transactions. CSR pays bribes to JJT |
| and Tequesta to win the contracts. |
| CsR merged with CNR in June 2015 |
| to form CRRC. | | The South African subsidiary of CSR |
| :--- |
| formed in July 2012 to undertake the |
| first of three Transnet contracts. |
| CRRC is 70\% owned by CSR and |
| 30\% by a BEE group, the Matsetse |
| Basadi Consortium |

\(\left.$$
\begin{array}{|l|l|}\hline \text { Da Lian Locomotive and Rolling Stock } & \begin{array}{l}\text { A subsidiary of CNR until the merger } \\
\text { between CSR and CNR in June 2015. } \\
\text { Company (PRC) } \\
\text { Bank records indicate that Da Lian } \\
\text { made payments to Tequesta totalling } \\
\text { \$14.7m. }\end{array} \\
\hline \text { Everest Global Metals (South Africa) } & \begin{array}{l}\text { The South African subsidiary of } \\
\text { Everest Global Metals FZE controlled } \\
\text { by the Worlds Window Group. Everest }\end{array} \\
\text { was party to a number of round- } \\
\text { tripping and loan-back schemes } \\
\text { involving the Gupta enterprise. }\end{array}
$$, $$
\begin{array}{l}\text { A fully owned subsidiary of Worlds } \\
\text { Window Group, which its website } \\
\text { describes as 'the international trading } \\
\text { arm of the Worlds Window Group.' }\end{array}
$$, \begin{array}{l}A mysterious Panamanian registered <br>
company that entered into a <br>

consultancy agreement with ZPMC\end{array}\right\}\)| Famber Limited (Unknown) |
| :--- |
| through which it was supposed to |
| earn \$484 750 in relation to the award |
| of crane contracts to ZPMC. |


|  | Transnet and the Estina/Vrede Dairy <br> Scandal. |
| :--- | :--- |
| Global Corporation (UAE) | A Dubai-registered company that was <br> central to the Gupta enterprise's <br> money laundering machine in the <br> UAE. Unlike Gateway, Fidelity and <br> Accurate, however, Global was also <br> extensively used by the Gupta <br> enterprise to pay for day-to-day <br> expenses, and thus ran extremely <br> active bank accounts. |
| Golden Coast FZE (UAE) | A subsidiary of the Worlds Window <br> Group and named as one of the <br> vehicles through which the Worlds <br> Window group laundered kickbacks <br> from Transnet contracts to the Gupta <br> enterprise. |
| Idwala Coal (South Africa) | Previously named Idwala Crypts, <br> Idwala Coal was a Gupta enterprise |
| JJT Trading FZE (UAE) | company that was owned by Tegeta <br> Resources, Mabengela Resources <br> and Oakbay Investments. The |
| \#Guptaleaks records reveal extensive |  |
| business transactions between Idwala |  |
| Coal and Arctos. |  |
| An Emirati-based company |  |
| associated with Piyoosh Goyal, the |  |
| chairman of the Worlds Window |  |
| Group, which has a joint mining |  |
| venture with the Guptas in |  |
| Mpumalanga. JJT Trading received |  |
| billions of rand from CSR in |  |
| 'commissions' (i.e. bribes) before |  |

$\left.\begin{array}{|l|l|}\hline & \begin{array}{l}\text { being replaced by Tequesta. Worlds } \\ \text { Window Group kept 15\% of the } \\ \text { money as a fee for assisting in the } \\ \text { money laundering; the remainder is } \\ \text { distributed to Gupta companies. }\end{array} \\ \hline \text { Micawber 480 \& 495 (South Africa) } & \begin{array}{l}\text { The vehicles through which the Gupta } \\ \text { enterprise held shares in coal-mining } \\ \text { rights in mines across South Africa. } \\ \text { Shares in the companies were } \\ \text { allegedly sold to the Worlds Window } \\ \text { Group although Oakbay's financial } \\ \text { statements raise concerns that the } \\ \text { shares were never transferred, } \\ \text { instead being used as a convenient } \\ \text { placeholder to facilitate money } \\ \text { laundering. }\end{array} \\ \hline \text { Oakbay Investments (South Africa) } & \begin{array}{l}\text { The Guptas' main South African } \\ \text { company, associated with a range of }\end{array} \\ \hline \text { Regiments Asia (Hong Kong) } & \begin{array}{l}\text { State Capture scandals. Financial } \\ \text { flows analysis shows that Oakbay }\end{array} \\ \text { received at least \$12.35m in } \\ \text { payments that ultimately derived from } \\ \text { kickbacks paid by JJT } \\ \hline & \begin{array}{l}\text { The Hong Kong-registered company } \\ \text { that was used to receive over \$100m } \\ \text { from CSR related to the Transnet } \\ \text { contracts. Regiments Asia was } \\ \text { nominally controlled by Salim Essa at } \\ \text { the behest of the Gupta enterprise. }\end{array} \\ \hline \text { An Indian-registered company whose } \\ \text { now defunct website states that it was } \\ \text { a 'sister company' to Worlds } \\ \text { Window's Everest Metals FZE. RR }\end{array}\right\}$
$\left.\begin{array}{|l|l|}\hline & \begin{array}{l}\text { Energy was used to pay Oakbay } \\ \text { Investments \$1m in July 2010 for } \\ \text { 'mining rights.' }\end{array} \\ \hline \text { SES Technologies (India) } & \begin{array}{l}\text { The Gupta enterprise's main } \\ \text { corporate vehicle in India, which was } \\ \text { closely integrated into the company's } \\ \text { South African businesses. }\end{array} \\ \hline \text { Tegeta Exploration (South Africa) } & \begin{array}{l}\text { A central part of the Gupta } \\ \text { enterprise's network of companies, } \\ \text { which held shares in a number of coal } \\ \text { mines. \#Guptaleaks records show that }\end{array} \\ \hline \text { Wequesta Group (Hong Kong) } & \begin{array}{l}\text { Worlds Window group companies } \\ \text { were involved in numerous round- } \\ \text { tripping and money laundering } \\ \text { schemes with Tegeta Exploration. }\end{array} \\ \hline \text { Vasudhamaa Resources PTE (Singapore) } & \begin{array}{l}\text { A Hong Kong-based company } \\ \text { registered in 2014. The sole director } \\ \text { of Tequesta was Salim Essa. }\end{array} \\ \hline & \begin{array}{l}\text { A Singapore-registered company that }\end{array} \\ \hline \text { Agreement with China South Rail }\end{array}\right\}$

|  | beneficially owned Arctos Trading. <br> Singapore company records show <br> that one of Vasudhamaa's two <br> directors was a Worlds Window <br> employee. |
| :--- | :--- |

## "A" p 1

## AGENT AGREEMENT

Date: $13^{\text {th }}$ June 2011
Party A: Shanghai Zhenhua Heavy Industries Co Lidd 3470, Pu Domg Nam-Lu, Shanghai - 200125, Chima

Party B: JJ Trading $\mathbb{F Z W}$
P.O.Box No. 51016, Hamriyahh Free Trade Zone Slinarjalh, United Aralb Emirates

Sub: Contract for 2 Nos Ship to Shore Container Cranes (STS) including RePositioning of existing NOELL Cranes and additional 5 Nos. STS Cranes for TRANSNET. South Africa

Whereas TRASNET, South Africa has Requested for Quotations (RFQ) for the Subject requirement of 2 STS and allied services and will be additionally doing so for the 5 STS Cranes, Party B has agreed to assist Party A as an agent to facilitate in this Bid. In order to define the obligations, the following has been agreed by both parties:

1. General Iniomation of the Project
1.1 Name of the Project: iCLM HQ 0762; Design, Manufacture, Delivery and Commissioning of seven (07) tandem-lift Ship-to-Shore (STS) Cranes for the Durban Container Terminal, Durban, South Africa and the Relocation of two (02) existing IMPSA STS Cranes from Durban to Port Elizabeth, South Africa

### 1.2 Venue of the Project: Durban, South Africa

1.3 Object of purchase: Tandem-Lifi STS Cranes
1.4Quantity of purchase: 7


## 2. Appointment

With a view to facilitating the bidding for the Project and other relevant matters, Party, A hereby appoints Pariy E as the agent of Farty $A$ to assisi Farty $A$ in heroling the bidcling for the Froject and chier relevant matters as per the teme and conditions of this Aoreement, and Party E hereby acoep's the appointment of Party A.

## "A" p 2

## 3. Obligations of Pariy A:

3.1. To prepare a complete bid proposal and to decide on the bidding price in accordance with the information, materials and other assistance provided by Party B.
3.2. To perform and execute all obligations of the contract after award of the contract under the assistance of Party B. To be responsibie for design, fabrication, installation, testing, transportation and after-sales services.
3.3. To pay Pariy $B$ the agreed commission according to this Agreement.

## 4. Obligations of Parit

4.1. To provide information about the Project to Pariy A. To purchase the tender documents and submit the documents to Party A .
4.2. To provide copies of the local laws and safety codes related to the Project and information pertaining to local customs.
4.3. To assist the personnel of Party A in said country for the duration of the contract, including issuing invitation letters, communications with the Buyer, hoiel reservaiions, airport pickup and send-off.
4.4. To communicate with the Buyer on behalf of Party $A$ and take part in all necessary activitites in relation to the Project. All declarations, commitments and/or guarantee made by Party B to the Buyer or any other act of Party B that might expose Party $A$ to certain obligations shall be approved in writing by Party A in advance.
4.5. To promote the Project in favour of Party A.
4.6. To provide an interpreter for: Party f's personnel in the ron-English speaking countries at the stage of bidding (not contrect execution).
4.7. To ansure that Fart As persomel can legally and uninterupiedy execute the conirect. in cass of iniemption, such as from union protiems, Faty E shall maite prsitive efforts to eliminate the cisturbance and make sure the conwact can be secuted smodr.1.
4.8. To protect Party A's interests.

## 5. Commission and other fees

5.1 Party A's offer, referred to as Price A, and Party B's price increase beyond Price A. without impact on Party A, referred to as Price B, will constitute the contract value, reierred to as Price C.
5.2 Method of payment $A$
A. Upon satisfication of all the following three conditions, Party A shall pay the commission in sum of USD of $3 \%$ of Price \& and $85 \%$ of Price E:
a. The tender for the Project is awarded to Party A;
b. Party B has fully performed its obligations under Clause 4 above;
c. Party $A$ will make commission payments to Party $B$ as phased payments from Transnet are received..
5.2 Each party shail te responsible for its oven expenses incurred by performance of this Agreement no matter whether the projact is successful or not. Unless othenkise provided for in this Agreement, Party 5 shall not, in the capacity of agent of Party $A$, require Party $A$ to reimburse it for any expenses incurred by Party $B$ for the performance of this A.greement.
5.4. If the contract is avarded to Party A, the commission to be paid to Party B will be $3 \%$ of Price A plus $85 \%$ of Price E. In the event that the contract price is increased from the price \& without any cost implication to Party $A$, then the difference between the Price $A$ and Frice G offered by Pariy A will pay $85 \%$ of Priee $B$ to Fariy B.
5.5 If specifications change from the cld offer in the new offer, Party A has the right to make price changes accoridingly.

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E.f Farty E's commission ci 3% vall come from Frice:
6.7Party - will pay io Farty E S5% of Frlce:
3.5 in no case vill Rtics a ce reduced duthg catwact negduakions, erdi mav onty
remain the seme, or incleas= in uns evemof impecing ocsts.
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## "A" p 4

## 6. Viarranty of Party E

6.1 Party $B$ warrants that it is competent to perform all obligations provided for in this Agreement.
6.3 Party B warrants that the Buyer shall not raise any objection to Party A's appointing Party $B$ as its agent for the Project.
6.4 Party $B$ warrants that it shall not conduct any matter that prejudices or is likely to prejudice the interests of Party $A$.
7. Confidentiallty
7.1 During the performance of this Agreement, any information and/or document unless confirmed to be non-confidential by Party $A$ in writing, obtained by Party $B$ from Party A or mutually discussed by Party A and Party B shall be kept confidential, including but not limited to the bidding prices, suppliers for components, drawings and documents and contents of the bidding proposais, etc.
7.2 Within the valid period of this Agreement and 1 years after the termination of this Agreement, Party E shail:
a. Take reasonable and effective measures to ensure that the aforesaid information/document is not disclosed; and
b. Warrant using the aforesaid confidential information only for the purpose of this Agreement.


## 8. Temminstion of the Rybement

8.1. For the Project, if Fanty $B$ acts for other compaies or bidders, Party $A$ is entited to immediately teminate this Agreement, and require Farty $B$ to compensete Party A for all direct and molirect losses so incurred, including but nct limited to all cosis ior perioming this Agreement and for the bidding, the effensea for re-designathg an asent and the enticipatory profite if Farty A is ewarced the terder (h the cese cf unsuecessful biduing b, Pett A).

## "A" p 5

8.2. Party $B$ must be responsive to all questions and perform its agency obligations efficiently. If Party B breaches the provisions of this Agreement, Party $A$ is entitled to compensation from Party $B$ for all direct and indirect losses so incurred, including but not limited to all costs for performing this Agreement and for the bidding, the expenses for re-designating an agent and the anticipatory profits if Party $A$ is awarded the tender (in the case of unsuccessful bidding by Party A). If the breaching conduct of Party B could not be rectified in time or causes failure to achievement of the aim of this Agreement, Party A is entitled to immediately terminate this Agreement and require Party $B$ to compensate for al! direct and indirect losses so incurred to Party A.
8.3. This agreement will terminate automatically if the Buyer objects to Party $B$ as the agent, and Party B shall compensate Party A for all direct and indirect losses so incurred to Parity A.
8.4. This agreement will terminate if the bid is not awarded to Party $A$ or on expiration date or upon the completion of the Project.
8.5. This agreement will terminate in one year after signing if the bidding has not started or the bidding is called but all bidders are rajected in this period, unless mutually agreed in writing by the parties to extend the agreemerit.
9. Applicable Lave and Resolution of Dispute

This Agreement is governed by the laws of the People's Republic of China. In case of any dispute, both parties shall amicably negotiate for a solution. If no solution can be agreed upon, either party can refer the matter to the China International Economic and Trade Arbitration Commission in Shanghai for arbitration in accordance with the prevailing arbitration rules of the said Commission. The arbitral award shall be final and binding on both parties.

## 10. Ochars

This agreemant wil bacome affecive immediataly upon signirg by the zuthorized repressniatives of the conosmed panies or by afing with the ofop of the pariss cumpery sasls.

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\text { "A" p } 6
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# EXCLUSIVE AGENCY AGREEMENT 

## CNR (Hong Kong) Corporation Limited

## WITH

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## TEQUESTA Group Limited

This Agency Agreement (this "Agreement") is dated $20^{\text {o }}$ May, 2014 and is made and entered into by and between the following

## I. parties

TEQUESTA Group Limited (hereinafter, referred to as "TGL") (which expression includes its associates, subsidiaries, affiliates, successors and permitted assigns), a company duly incorporated and existing under the laws of Jebel Ali Free Zone, and having its registered offices at PO Box 17398, Dubai, UAE, duly authorised and represented by Mr. Salim Aziz Essa.

## And

CNR (Hong Kong) Corporation Limited (hereinafter referred to as the "Company") (which expression includes its successors and permitted assigns), a company duly incorporated and existing under the laws of Hong Kong. and having its office address 18 floor, One Exchange Square, 8 Connaught Place, Central Hong Kong, duly authorised and represented by Mr. Cao Guobing signing this Agreement.
(Hereinafter, TGL and the Company may be individually referred to as a "Party", and collectively as "the Parties".)
II. RECITALS

## WHEREAS:

A. TGL with its long subsisting relationships in the territory of South Africa has acquired a familiarity with regulatory, social, cultural and political framework whereby it is capable to closely coordinate with the designated authorities to comprehend the applicable Government policies, identify the opportunities of participation in various Government and Private projects, lend consultancy on participating in various tenders and bidding processes and thus facilitating trade of goods and services concerning such projects.

COMPANY has been in the business of sale of Diesel Locomotives, electrical locomatives, passenger coaches and freight wagons and rolling stock. Therefore, COMPANY has approached TGL to provide assistance for identifying suitable avenues for supply of goods in the Territory and help it in execution of deals in the Territory on a long-term basis. COMPANY has been exploring the possibility to market its products in the Territory:
B. The Parties have after mutual discussions acknowledged and agreed that they have suitable and complementary resources to jointly harness the opportunities in the Territory through an Agency Agreement, whereby TGL will play active role in the development of investment/supply avenues in the Territory with its key competency and the Company will make a supply against those identified avenues.
C. In view of the above-set background, the Parties have agreed to reduce in writing their mutual understanding and their respective fundamental interests, rights, duties, obligations and liabilities in relation to the agency, their respective roles in this regard, the terms and conditions on which the Parties would implement the agency relation and certain other matters thereto.
III. CLAUSES

## 1. Definitions and Interpretation

### 1.1. Definitions

Certain terms are defined within the recitals and within the body text of this Agreement. In addition, the following terms shall have the following meaning:
"Affliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such person.
"Agreement"
"Agreement Date"
"Authorities"
"Business Day"
"Controlling",
"Controlled by" or
"Control"

"Force Majeure"
"Person" includes any individual, company, corporation, firm, partnership, consortium, joint venture or association, whether a body corporate or an unincorporated association of persons.
"Product" means Diesel Locomotives as awarded by Transnet Freight Rail for General Freight Business after being successful in Tender
"Project" refers to supply of 232 Diesel Locomotives for the General freight business issued by Transnet Freight Rail in South Africa.
"Third Party" means a person who is not a Party to this Agreement and does
not include Affiliates of any of the Parties.
1.2. Interpretation
1.2.1. References to this Agreement or to any other instrument shall be a reference to this Agreement or that other instrument as amended, varied, novated, or substituted from time to time.
1.2.2. The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
1.2.3. References to Recitals, Clauses and Schedules are references to recitals, ciauses and sub clauses and schedules to this Agreement.
1.2.4. Words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and the neuter gender and vice versa.
1.2.5. Any references to a "company" shall include a body corporate.
1.2.6. Each of the representations and warranties provided in this Agreement are independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause.
1.2.7. "In writing" includes any communication made by letter or fax or e-mail.
1.2.8. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as limiting the generality of any preceding words.
1.2.9. References to a person shall be construed so as to include:
1.2.9.1 individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
1.2.9.2. that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and
1.2.10. References to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives.
1.2.11. References to statutory provisions shall be construed as references to those provisions as are respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Agreement) from time to time and shallinclude any provisions of which they are re-enactments (whether with or without modification).
1.2.12. All warranties, representations, indemnities, covenants, guarantees, stipulations, undertakings, agreements and obligations given or entered into by more than one person are given or entered into severally unless otherwise specified.
1.2.13. In the event that the date on which any act or obligation specified in this Agreement to be performed falls on a day which is not a Business Day, then the date on which the act or obligation is to be effected or performed shall take place on the next Business Day.
1.2.14. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective counsel. Accordingly, this Agreement shall be
deemed to be the product of the Parties, and there shall be no presumption that an ambiguty should be construed in favour of or against any Party solely as a result of such Party's actual or alleged role in the drafting of this Agreement.

## 2. Scope and Purpose of the Agreementand key principles

2.1. The Parties have entered into this Agreement to record their mutual understanding as regards their relation and the manner in which such relation shall be effectuated and implemented through this Agreement.
22. The scope of this Agreement is the regulation of the rights and relationships of the Parties, both among themselves and with respect to Third Parties, with the aim of identifying, preparing and executing deals to supply Company's Products in the Territory.
2.3. The scope shall extend to the entire Territory without limitation as to any specific client or transaction. The only transaction to be covered under this Agreement shall be the Project as defined hereinabove.
2.4. In order to achieve their joint commercial objective, the Parties shall operate the Agency as per the terms and conditions set out herein.
2.5. Each Party agrees to co-operate with the other Party on the best effort basis.
2.6. Each Party hereby agrees and undertakes towards the other Party to perform and observe all of the provisions of this Agreement.
2.7. The Parties acknowledge that the broad parameters for the conduct of the Agency (subject always to the terms and conditions of this Agreement) is to execute the supply of Company's Products for identified avenues in a smooth and timely manner, which enables mounting of the market share of Company's product in the Territory and enhances the economic value of the Parties.

## 3. General Conditions of appointment

3.1. The Company hereby appoints TGL as its exclusive delegate for identifying opportunities for sale of all the Products manufactured/dealt with by the Company and for execution of the Project (referred hereinabove).
3.2. The Parties hereby agree and acknowledge that they are independent contractors. No partnership, joint venture or employment is created or implied by this Agreement.
3.3. The Company hereby agrees and undertakes that it shall not make any supplies of the product, either directly or indirectly, to the Territory, other than in accordance with the terms of this agreement.
4. Exclusivity Non-compete and Non-solicitation
4.1. Each of the Parties agree and undertake that the Company and its Affiliates shall pursue participation in the Territory, in whatever form, solely and exclusively with TGL pursuant to the terms of this Agreement.
4.2. TGL shall give a first right of refusal to the Company for participation in every identifed opportunity involving Company's Product and shall look out for alternate partner only in case the Company rejects to participate.
4.3. The Company shall not solicit any client/opportunity in reiation to the project in the Territory, either directly or indirectly, other than through TGL.
5. Duties and Responsibilities of the TGL
5.1. TGL shall identify and introduce the opportunities whereby the Company can participate to supply its Products, in both Government and Private Sector.
5.2. TGL shall use its best endeavour to promote and increase the sale of Company's Product in the Territory.
5.3. TGL shall help the Company to get the bidding documents wherever required and shall extend necessary support in identifying partners for compliance with local laws, whenever so asked for by the Company.
5.4. TGL shall facilitate travel of Company's representative to the Territory by arranging for business invitations for visa purposes and making necessary arrangements for stay of Company's representatives at Company's own cost.
5.5. TGL shall bear all expenses for upkeep of their public relations in the Territory to facilitate securing news and information pertaining to available opportunities for the Company.
5.6. TGL shall introduce and sef up meetings of Company's representatives with the top level executives of potential customers.
5.7. TGL shall furnish all market information within its domain pertaining to Company's Products or relating to the bids in which the Company has participated or wish to participate.
5.8. TGL shall not make any representation on behalf of the Company except in conformity with the instructions issued by the Company.
5.9. TGL shall not violate any laws in the performance of its duties under this Agreement.

## 6. Duties and Responsibilities of the Company

6.1. The Company shall on its own make necessary submissions of quotes and documents as per the requirements of the bidding documents, wherever applicable, in the most competitive manner.
6.2. The Company stall be responsible to study, understand and interpret the requirements of the bids or offers on its own and TGL shall in no way be liable for any misconstruction of any clause mentioned therein.
6.3. The Company shall immediately notify TGL on receipt of any order for the first or subsequent supply of Product or of any ancillary item thereto, from the Territory.
6.4. The Company shall give necessary technical and commercial offer as and when required by TGL or by the potential customer, on immediate basis.
6.5. Once a bid/order is secured, only the Company alone shall be responsible for making timely delivery of the Product ordered in strict compliance with the specifications mentioned in the Purchase order or bidding document.
6.6. The Company shall alone be responsible for complying with all conditions and for all after sale support services to the clients and TGL shall not be obligated for any consequent liabilities arising out of the deal, whatsoever.

## 7. Remuneation, payment terms etc.

7.1. The Agency commission of TGL shall be ascertained on deal to deal basis.
7.2. For the Project (referred hereinabove), TGL shall be entitled for a success fee of $2 \%$ of the Contract Value and an agency commission of $19 \%$ of the Contract value which shall invariably include the value of all supplies made under the Project.
7.3. TGL shall be entitied to agency commission irrespective of the fact whether the supply is of main product or any spare part or ancillary item thereto,
7.4. The success fee of $2 \%$ on the total value of the Project, as stated above, will be paid by CNR Dalian Locomotive and Rolling Stock Co., Ltd., to Century General Trading FZE (hereinafter, referred to as "RAL") which is duly incorporated and existing under the Companies Ordinance of Hong Kong, and having its registered offices at PO Box 17398 , Hong Kong, UAE, duly authorised and represented by Mr. Salim Aziz Essa.
7.5. The agency commission of $19 \%$ on total project value shall accrue immediately on receipt of Purchase order or on securing of the bid by the Company and same shall become due for payment proportionately as and when the payment to the Company is released by the ultimate buyer, however it's agreed that $19 \%$ of first payment will be paid by company in second payment $50 \%$ (means half of $19 \%$ ) along with $19 \%$ of second payment amount and $50 \%$ (means balance half of $19 \%$ ) in the third payment along with $19 \%$ of the third payment amount and from the fourth payment onwards $19 \%$ in every payment. The amount so getting due shall be transferred to the account of TGL through a wire transfer within 15 days of receipt of payment by the Company.

## 8. Termand Termination

8.1. This Agreement shall be effective from the Agreement Date and will remain valid till the time the Company remains eligible for award of Project by reason of the fact that the Project has not been awarded to someone else or is not called off before execution. However, once the agreement for the Project is signed by COMPANY within the validity of this Agreement, this Agreement shall be automatically extended and shall remain in force until full payment due to TGL under this Agreement is made by COMPANY.
8.2. Notwithstanding the aformentioned, if either Party hereto commits a breach of this Agreement or defaults in the performance of any obligation hereof, and if such default or breach is evidenced and not rectified within 21 (twenty-one) business days after the same has been called to the attention of the defaulting Party by a written notice from the other Party; then the non-defaulting Party, at its option, may thereupon terminate this Agreement by submitting a written notice to the other Party. However, in case the Project or any other contract is awarded to COMPANY, this Agreement will become nonterminable till entire remuneration, as envisaged under this Agreement is discharged to TGL
8.3. Notwithstanding the aforesaid, in the event that the Company flles a petition for bankruptcy or is adjudicated bankrupt, or a petition for bankruptcy is filed against it which was not cancelled within 30 days or it becomes generally unable to pay its debts or unable to fulfil its obligations hereunder, or makes an assignment for the benefit of creditors or any arrangement pursuant to any bankruptcy law, or discontinues its business, If a receiver is appointed on all or a substantial part of its assets, TGL shall have the right to immediately terminate this Agreement. The Company shall immediately inform TGL (and no later than 7 days of occurrence of such event), in writing, upon the occurrence of such event. However, in such an event, on the payments received or receivable by Company from any client/buyer in terms of this Agreement, TGL shall have a claim in suppression of all other creditors, secured or unsecured, in respect of its agency commission.
8.4. Any expiration or termination of this Agreement pursuant to Clauses 8.2 and 8.3 shall be without prejudice to any other rights or remedies to which a Party may be entitled hereunder or at law and shall not affect any accrued rights or liabilities of either Party.
8.5. The termination of this Agreement shall not derogate either Party's liability or obligations outstanding on the date of such termination. In the event of expiration or termination of this Agreement, Clauses 8,9,10, 11 and 12 shall continue to apply following the said expiration or termination.
8.6. In the event that this Agreement is terminated pursuant to clause 8.2 or 8.3 , the live deals shall be governed by the terms and conditions of this Agreement. Also, the complete details of the deals pending to be executed shall be restored back to TGL and no piece of information pertaining to such deals shall be used by Company to its own advantage.

## 9. Liability provisions

9.1. The "Indemnifying Party" shall defend, indemnify and hold harmless the other Party (and its Affiliates) and its lawful successors and assigns (collectively the "Indemnified Party"), from and against any and all evidenced losses, liabilities, claims, damages and expenses (including reasonable legal fees and disbursements of counsels established to have been incurred in connection therewith) which arise out of, result from or may be payable by virtue of any proven breach of any obligation required to be performed by the indemnifying Party in this Agreement.

In any case, neither Party shall be liable in any action initiated by or against the other Party for special, indirect or consequential damages resulting from or arising out of the performance or non-performance of this Agreement including, without limitation, loss of profit or business interruptions. However, no limitation shall apply in case of
termination of this Agreement pursuant to Clause 8.2 due to fraud or wilful misconduct by the Indemnifying Party.
9.2. Each Party undertakes to cause its employees, agents, and Affilates, as long as they are associated with terms of this Agreement, to respect and comply with this Agreement.

In the event of default on part of Company or any Affiliates of Company, the Company or Company and other Affiliates of Company respectively shall take all reasonable remedial actions so as to remove effect of the default. Non-compliance on part of either of the entities shall be deemed non-compliance on part of Company.
9.3. In case of a default which cannot be clearly attributed to any particular Party, the Parties shall negotiate in good faith a temporary allocation of costs and responsibilites in order that the financial consequences of such default may be apportioned equitably among the Parties pro-rata to their proportionate interest until a final apportionment is made with mutual consent

In any case, each Party undertakes to collaborate in good faith with each other to avoid or minimize any disadvantage or harm affecting the member or other Party.
9.4. The provisions of this Clause 9 shall continue to apply following the expiration or termination of this Agreement and for a period of three (3) years thereafter.

## 10. Coufidentiality

10.1. During the course of this Agreement, one Party (the "Discloser") may, on a case-by-case basis, disclose to the other Party (the "Recipient") certain Confidential Information all of which shall be regarded as confidential. "Confidential Information" means any information as the Discloser may from time to time provide (or have supplied or disclosed on its behalf) to the Recipient, including all financial or other information relating to its business affairs or the business affairs of the Affiliates, whether orally or in a written, physical or visual form, regarding the products, activities, including (without limitation) data, software systems, information technology, products, applications together with analyses, compilations, forecasts, studies or other documents prepared by the Discloser (including but not limited to, lawyers, accountants, consultants and financial advisers) and/or its Representatives which contain or otherwise reflect information about the Discloser and/or its Affiliates.
10.2. Recipient shall at all times during the term of this Agreement and for a period of five (5) years following its termination, hold all Confidential Information which it acquires from Discloser under the terms of this Agreement, or otherwise, in strict confidence and shall not disclose such information to any third party or duplicate, transfer, or use directly or indirectly, the Confidential Information other than in Recipient's performance of its obligations under this Agreement. The foregoing restrictions shall not apply to any information which: (i) is or becomes generally available to the public other than as a result of a breach of obligation by Recipient; or (ii) is lawfully acquired from a third party who owes no obligation of confidence in respect of the information; or (iii) Recipient is required to disclose by law (provided that Recipient shall assert the confidential nature of the information and give immediate written notice to Discloser and assist Discloser in obtaining a protective order against such disclosure).
10.3. Upon request of Discloser, or upon the expiration or any earlier termination of this Agreement, Recipient shali promptly return all copies of the Confidential Information in whatever form or media, to Discloser or, at the direction of Discloser, destroy the same. Recipient shall certify in writing to Discloser such return or destruction within ten (10) days of the date of Discloser's request.
10.4. Subject to all other terms of this agreement, this Agreement and its Annexes are also Confidential Information and either party shall not disclose, advertise or publish the
terms or conditions of this Agrement or the Annexes without the prior written consent of the other party.

## 11. Governing law and dispute resolution

11.1. This Agreement is governed by, and shall be construed in accordance with, the laws of South Africa, without regard to its conflict of law rules.
11.2.If any dispute, disagreement, controversy or conflict (collectively a "Dispute") arises between the Parties in respect of this Agreement or the subject matter hereof, representatives of the Parties shall co-operate, in good faith, to attempt to amicably resolve the Dispute. If a Party believes that such representatives cannot resolve the Dispute, such Party may invoke the further dispute resolution procedures of this Clause 11 in the order in which they are provided.
11.3. If the representatives of the Parties cannot resolve a Dispute under Clause 11.2 within thirty (30) days, each Party shall prepare a writen statement of its position and deliver it to the other Party within ten (10) days. One (1) authorized representative from each Party shall meet in person within fifteen (15) days of receipt of the written statement in an effort to resolve the Dispute. If the authorized representative of any Party determines at any time that the Dispute cannot be resolved without referral of the Dispute to an independent third party, such Party (the "Initiating Party") shall notify the other Party that it wants to submit the Dispute to arbitration in accordance with this Clause 11.3.
11.4.Any Dispute submitted by the Initiating Party to arbitration shall be heard by an arbitration panel composed of [three (3)] arbitrators, in accordance with the provisions of the Rules of International Chamber of Commerce.
11.5. The Initiating Party on one hand and the other Party on the other hand shall have the right to appoint one (1) arbitrator each and the third arbitrator shall be appointed in accordance with the above rules.
11.6. The decision of the arbitrators shall be rendered in writing and shall state the reasons on which it is based. The arbitrators need not strictly observe the principles of law and may decide the matters submitted to them according to what they consider equitable in the circumstances.
11.7. The decision of the arbitrators shall be final and binding upon the Parties.

11,8. The place of arbitration shall be as may be mutually decided and the arbitration proceedings shall be conducted in English.
11.9. The costs of arbitration shall be borne by the unsuccessful Party, provided however, the arbitral tribunal may apportion costs amongst the Parties.
11.10. Neither the commencement nor conduct of arbitration will interrupt the Parties' performance of their respective obligations under this Agreement nor affect any of the time limits fixed in this Agreement, unless such performance is materially affected by the submission of the matter in dispute to arbitration or by the result of the arbitration. The arbitral tribunal constituted to settle the matter in dispute shall be empowered to determine whether performance is materially affected.

## 12. Miscellaneous

12.1. All notices required or permitted to be given under this Agreement shall be in writing, shall be given to the other Party and shall be deemed given to a Party when:
12.1.1. delivered to the appropriate address by hand or by overnight courier service
(costs prepaid);
12.1.2. sent, if sent by facsimile (with confirmation by the transmitting equipment); or
12.1.3. received by the addressee, if sent by certified mail, return receipt requested;
in each case to the following addresses and facsimile numbers and marked to the attention of the person (by name or titie) designated below (or to such other address, facsimile number or person as a Party may designate by notice to the other Party):
TGL
TEQUESTA Group Limited
For the kind attention of Mr. Salim Aziz Essa
PO Box 17398, Dubai, UAE
The Company
CNR (Hong Kong) Corporation Limited
For the kind attention of Mr. Ma Zhan
$18^{\text {th }}$ Floor, One Exchange Square, 8 Contaught Place, Central, Hong Kong

All correspondence, exchange of information, documents between the Parties, with Customers / third parties shall take place in English language.
12.2. No Party may assign any interest, benefit, right or obligation under this Agreement to any Person without having obtained the prior written consent of the other Party. It shall be a condition of any assignment that the assigning Party gives prior written notice to the other Party and to the Third Party including any Authority (if required by Law or any contract) of its intention and that such Person, provides prior written confirmation that it does not object to such intended assignment, and with respect to an assignment to non-Affilates that the other Party provides prior written confirmation that it does not object to such intended assignment. Furthermore, it shall be a condition of any assignment that the new participant shall have to ratify this Agreement in writing and accept to be bound by and adhere to the provisions of this Agreement, and in any event of assignment to an Affiliate as specified above, the assigning Party shall continue to guarantee the performance of the new participant under this Agreement and in any event of assignment, it shall also continue to be bound by the exclusivity and confidentiality provisions set forth herein.
12.3. If any provision of this Agreement is or becomes illegal, unenforceable or invalid under the law of any jurisdiction applicable to the Parties, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired thereby; provided, however, that if such severability materially changes the economic benefits of this Agreement to a Party, the Parties shall negotiate an equitable adjustment in the provisions of this Agreement in good faith.
12.4. This Agreement (including any annexes thereof) sets forth the full and complete understanding of the Parties as of the date of execution of this Agreement and supersedes all other prior negotiations, agreements, and understandings of the Parties with respect thereto. No Party shall be bound by any other obligations, conditions or representations with respect to the subject matter of this Agreement.
12.5. No waiver of any of the provisions of this Agreement shall be deemed to be or constitute a waiver of any other provision whether similar or not. No single waiver shall constitute a continuing waiver.
12.6. Neither this Agreement nor any of the terms hereof may be amended, supplemented, waived or discharged unless the Parties so agree in writing.
12.7. Nothing in this Agreement, except to the extent explicitly provided, shall be construed to create an association, trust, partnership, joint venture, or other fiduciary relationship between the Parties or to impose a trust or partnership duty, obligation or liability between the Parties. No Party shall by virtue of this Agreement be deemed to be the representative of the other Party for any purpose whatsoever, and no Party shall have the power or authority as agent or in any other capacity to represent, act for, bind, or
otherwise create or assume any obligation on behalf of any other Party for any purpose whatsoever, except specifically agreed in writing by the other Party.
12.8. This Agrement may be executed in one or more duplicate counterparts and when executed by all of the Parties shall constitute a single binding agreement.
12.9. Neither Party hereto shall be liable for any failure to perform its obligations under this Agreement due to a Force Majeure event In the event of Force Majeure the Parties shall evaluate the obligations affected by the Force Majeure event, and shall mutually agree in writing on the measures to be taken or on the effect of such Force Majeure event on the Parties' obligations hereunder. The Parties may agree that performance of a Party's obligations shall be suspended during the period of existence of such Force Majeure event as well as the period reasonably required thereafter to resume the performance of the obligation. The Parties shall use their best reasonable efforts to minimize the consequences of this Force Majeure. In the event of Force Majeure the Parties, shall discuss and mutually agree on the continued co-operation between the parties, including the necessity of termination of this Agreement
12.10. Nothing expressed or implied in this Agreement is intended or shall be construed to create or extend any rights or benefits to any third party, other than the Parties hereto.
12.11. Except to the extent of indemnification obligations related to Third Party claims, neither Party hereunder shall be liable for special, incidental, exemplary, indirect, punitive or consequential damages arising out of a Party's performance or nonperformance under this Agreement, whether based on or claimed under contract, tort (including such Party's own negligence) or any other theory at law or in equity.
12.12. The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for damages.

## 13. Publicannouncement

Any press release or other formal public announcement regarding this Agreement or the transactions contemplated hereby, shall be made only by mutual consent of both the Parties.

## 14. Binding Effect

With effect from the Agreement Date, this Agreement shall become unconditional and a legal, valid and binding obligation of each of the Parties.

## 15. Signature in counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date and at the place first above written.

## For and on behalf of TEQUESTA Group Limited

By:


For and on behalf of COMEAK

By:
Name: Mr.MaZean
Titie: Authorised Signatory

## EXCLUSIVE AGENCY AGREEMENT


CNR Dalian Locomotive and Rolling Stock Co., Ltd.

WITH

Regiments Asia Limited

This Agency Agreement (this "Agreement") is dated 200 May, 2014 and is made and entered into by and between the following

## 1. PARTIES

Regiments Asia Limited (hereinafter, referred to as "RAL") (which expression includes its associates, subsidiaries, affiliates, successors and permitted assigns), a company duly incorporated and existing under the Companies Ordinance of Hong Kong, and having its registered offices at PO Box 17398, Hong Kong, duly authorised and represented by Mr. Salim Aziz Esse.

## And

CNR Dalian Locomotive and Rolling Stock Co, Ltd. (hereinafter referred to as the "Company") (which expression includes its successors and permitted assigns), a company duly incorporated and existing under the laws of China, and having its office address at No. 51, Zhongchang Street, Shahekou District, Dalian, Liaoning Province, China, duly authorised and represented by Mr. Thu Zhiyong signing this Agreement.
(Hereinafter, RALand the Company may be individually referred to as a "Party", and collectively as "the Parties".)

## II. RECITALS

WHEREAS:

A. RAL with its long subsisting relationships in the territory of South Africa has acquired a familiarity with regulatory, social, cultural and political framework whereby it is capable to closely coordinate with the designated authorities to comprehend the applicable Government policies, identify the opportunities of participation in various Government and Private projects, lend consultancy on participating in various tenders and bidding processes and thus facilitating trade of goods and services concerning such projects.

COMPANY has been in the business of sale of Diesel Locomotives, electrical locomotives, passenger coaches and freight wagons and rolling stock. Therefore, COMPANY has

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approached RAL to provide assistance for identifying suitable avenues for supply of goods in the Territory and help it in execution of deals in the Territory on a long-term basis. COMPANY has been exploring the possibility to market its products in the Territory;
B. The Parties have after mutual discussions acknowledged and agreed that they have suitable and complementary resources to jointly harness the opportunities in the Territory through an Agency Agreement, whereby RAL will play active role in the development of investment/supply avenues in the Territory with its key competency and the Company will make a supply against those identified avenues.
C. In view of the above-set background, the Parties have agreed to reduce in writing their mutual understanding and their respective fundamental interests, rights, duties, obligations and liabilities in relation to the agency, their respective roles in this regard, the terms and conditions on which the Parties would implement the agency relation and certain other matters thereto.
III. CLAUSES

## 1. Definitions and Interpretation

1.1. Definitions

Certain terms are defined within the recitals and within the body text of this Agreement. In addition, the following terms shall have the following meaning:
"Affiliate"
"Agreement" means this Agency Agreement, including the recitals and schedules hereto, as the same may be varied or amended from time to time in writing by agreement of the Parties;
"Agreement Date" shall mean and refer to 20 th May 2014; being the date of execution of this Agreement;

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means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such person.

"Authorities" means any judicial or quasi-fudicial authority in the Territory as well as the territory of Hongkong/China including but not limited to an official authority, department, commission, agency, court, judicial body and tribunals etc.

"Force Majeure"
means any of the following events or occurrences: (i) Acts of God, such as fires, floods, thunderstorms, earthquakes, unusually severe weather and natural catastrophes; (ii) civil disturbances, such as strikes, lock outs and riots; (iii) acts of aggression, such as explosions, wars, and terrorism which are not foreseen; or (iv) acts of government or actions of regulatory bodies which significantly inhibit or prohibit either Party from performing their obligations under this Agreement.
"Project" $\begin{aligned} & \text { refers to the supply of locomotive and main spare parts in } \\ & \text { South Africa. } \\ & \text { "Territory" } \\ & \text { means Republic of South Africa. } \\ & \text { "Third Party" }\end{aligned} \begin{aligned} & \text { means a person who is not a Party to this Agreement and does } \\ & \text { not include Affiliates of any of the Parties. }\end{aligned}$

### 1.2. Interpretation

1.2.1. References to this Agreement or to any other instrument shall be a reference to this Agreement or that other instrument as amended, varied, novated, or substituted from time to time.
1.2.2. The headings in this $A$ greement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
1.2.3. References to Recitals, Clauses and Schedules are references to recitals, clauses and sub clauses and schedules to this Agreement.
1.2.4. Words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and the neuter gender and vice versa.
1.2.5. Any references to a "company" shall include a body corporate.
1.2.6. Each of the representations and warranties provided in this Agreement are independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause.
1.2.7. "In writing" includes any communication made by letter or fax or e-mail.

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1.2.8. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as limiting the generality of any preceding words.
1.2.9. References to a person shall be construed so as to include:
1.2.9.1. individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any focal or municipal authority or other governmental body (whether or not in each case having separate legal! personality);
1.2.9.2. that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and
1.2.10. References to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives.
1.2.11. References to statutory provisions shall be construed as references to those provisions as are respectively amended or reenacted or as their application is modified by other provisions (whether before or after the date of this Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).
1.2.12. All warranties, representations, indemnities, covenants, guarantees, stipulations, undertakings, agreements and obligations given or entered into by more than one person are given or entered into severally unless otherwise specified.
1.2.13. In the event that the date on which any act or obligation specified in this Agreement to be performed falls on a day which is not a Business Day, then the date on which the act or obligation is to be effected or performed shall take place on the next Business Day.
1.2.14. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of the Parties, and there shall be no presumption that an ambiguity should be construed in favour of or against any Party solely as a result of such Party's actual or alleged role in the drafting of this Agreement.

## 2. Scope and Purpose of the Agreement and key principles

2.1. The Parties have entered into this Agreement to record their mutual understanding as regards their relation and the manner in which such relation shall be effectuated and implemented through this Agreement.

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2.2. The scope of this Agreement is the regulation of the rights and relationships of the Parties, both among themselves and with respect to Third Parties, with the aim of identifying, preparing and executing deals to supply Company's Products in the Territory.
2.3. The scope shall extend to the entire Territory without limitation as to any specific client or transaction. The only transaction to be covered under this Agreement shall be the Project as defined hereinabove.
2.4. In order to achieve their joint commercial objective, the Parties shall operate the Agency as per the terms and conditions set out herein.
2.5. Each Party agrees to cooperate with the other Party on the best effort basis.
2.6. Each Party hereby agrees and undertakes towards the other Party to perform and observe all of the provisions of this Agreement.
2.7. The Parties acknowledge that the broad parameters for the conduct of the Agency (subject always to the terms and conditions of this Agreement) is to execute the supply of Company's Products for identified avenues in a smooth and timely manner, which enables mounting of the market share of Company's product in the Territory and enhances the economic value of the Parties.

## 3. General Conditions of appointment

3.1. The Company hereby appoints RAL as its exclusive delegate for identifying opportunities for sale of all the Products manufactured/dealt with by the Company and for execution of the Project (referred hereinabove).
3.2. The Parties hereby agree and acknowledge that they are independent contractors. No partnership, joint venture or employment is created or implied by this Agreement.
3.3. The Company hereby agrees and undertakes that it shall not make any supplies of the product, either directly or indirectly, to the Territory, other than in accordance with the terms of this agreement.

4. Exclusivity Non-compete and Non-solicitation
4.1. Each of the Parties agree and undertake that the Company and its Affiliates shall pursue participation in the Territory, in whatever form, solely and exclusively with rat pursuant to the terms of this Agreement.
4.2. RAL shall give a first right of refusal to the Company for participation in every identified opportunity involving Company's Product and shall look out for alternate partner only in case the Company rejects to participate.

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4.3. The Company shall not solicit any client/opportunity in relation to the project in the Territory, either directly or indirectly, other than through RAL.

## 5. Duties and Responsibilities of the RAL

5.1. RAL shall identify and introduce the opportunities whereby the Company can participate to supply its Products, in both Government and Private Sector.
5.2. RAL shall use its best endeavour to promote and increase the sate of Company's Product in the Territory.
5.3. RAL shall help the Company to get the bidding documents wherever required and shall extend necessary support in identifying partners for compliance with local laws, whenever so asked for by the Company.
5.4. RAL shall facilitate travel of Company's representative to the Territory by arranging for business invitations for visa purposes and making necessary arrangements for stay of Company's representatives at Company's own cost.
5.5. RAL shall bear all expenses for upkeep of their public relations in the Territory to facilitate securing news and information pertaining to available opportunities for the Company.
5.6. RAL shall introduce and set up meetings of Company's representatives with the top level executives of potential customers.
5.7. RAL shall furnish all market information within its domain pertaining to Company's Products or relating to the bids in which the Company has participated or wish to participate.
5.8. RAL shall not make any representation on behalf of the Company except in conformity with the instructions issued by the Company.
5.9. The Duration of RAL's duties and responsibilities will be for a period of 10 years in the Republic of South Africa.

## 6. Duties and Responsibilities of the Company

6.1. The Company shall on its own make necessary submissions of quotes and documents as per the requirements of the bidding documents, wherever applicable, in the most competitive manner.
6.2. The Company shall be responsible to study, understand and interpret the requirements of the bids or offers on its own and RAL shall in no way be liable for any misconstruction of any clause mentioned therein.
6.3. The Company shall immediately notify RAL on receipt of any order for the first or subsequent supply of Product or of any ancillary item thereto, from the Territory.
6.4. The Company shall give necessary technical and commercial offer as and when required by RAL or by the potential customer on immediate basis.
6.5. Once a bid/order is secured, only the Company alone shall be responsible for making timely delivery of the Product ordered in strict compliance with the specifications mentioned in the Purchase order or bidding document.
6.6. The Company shall alone be responsible for complying with all conditions and for all after sale support services to the clients and RAL shall not be obligated for any consequent liabilities arising out of the deal, whatsoever.
6.7. The company shall be responsible for all taxes levied in China for the payment of below Remuneration.

## 7. Remuneration, payment terms etc.

7.1. The Agency commission of RAL shall be ascertained on deal to dea! basis.
7.2. For the Project (referred hereinabove), RAL shall be entitled for an agency commission of USD18,120,000.00 shall invariably include the value of all supplies made under the Project.
7.3. RAL shall be entitled to agency commission irrespective of the fact whether the supply is of main product or any spare part or ancillary item thereto,
7.4. The agency commissionwhich works out to USD $18,120,000.00$ as stated above, shall get immediately due and payable in 5 instalments within a month on the Project contract being signed, validated and upon receiving advance deposit for the first batch from ultimate buyer by the COMPANY.

## 8. Termand Termination

8.1. This Agreement shall be effective from the Agreement Date and will remain valid till the time the Company remains eligible for award of Project by reason of the fact that the Project has not been awarded to someone else or is not called off before execution. However, once the agreement for the Project is signed by COMPANY within the validity of this Agreement, this Agreement shall be automatically extended and shall remain in force until full payment due to RAL under this Agreement is made by COMPANY.
B.2. Notwithstanding the aforementioned, if either Party hereto commits a breach of this Agreement or defaults in the performance of any obligation hereof, and if such default or breach is evidenced and not rectified within 21 (twenty-one) business days after the same has been called to the attention of the defaulting Party by a written notice from
the other Party; then the non-defaulting Party, at its option, may thereupon terminate this Agreement by submitting a written notice to the other Party. However, in case the Project or any other contract is awarded to COMPANY, this Agreement will become nonterminable till entire remuneration, as envisaged under this Agreement is discharged to BAL.
8.3. Notwithstanding the aforesaid, in the event that the Company files a petition for bankruptcy or is adjudicated bankrupt, or a petition for bankruptcy is filed against it which was not cancelled within 30 days or it becomes generally unable to pay its debts or unable to fulfil its obligations hereunder, or makes an assignment for the benefit of creditors or any arrangement pursuant to any bankruptcy law, or discontinues its business, if a receiver is appointed on all or a substantial part of its assets, RAL shall have the right to immediately terminate this Agreement. The Company shall immediately inform RAL (and no later than 7 days of occurrence of such event), in writing, upon the occurrence of such event. However, in such an event, on the payments received or receivable by Company from any cient/buyer in terms of this Agreement, RAL shall have a claim in suppression of all other creditors, secured or unsecured, in respect of its agency commission.
8.4. Any expiration or termination of this Agreement pursuant to Clauses 8.2 and 8.3 shall be without prejudice to any other rights or remedies to which a Party may be entitled hereunder or at law and shall not affect any accrued rights or liabilities of either Party.
8.5. The termination of this Agreement shall not derogate either Party's liability or obligations outstanding on the date of such termination. In the event of expiration or termination of this Agreement, Clauses 8, 9, 10, 11 and 12 shall continue to apply following the said expiration or termination.
8.6. In the event that this Agreement is terminated pursuant to clause 8.2 or 8.3 , the live deals shall be governed by the terms and conditions of this Agreement. Also, the complete details of the deals pending to be executed shall be restored back to RAL and no piece of information pertaining to such deals shall be used by Company to its own advantage.

## 9. Liability provisions

9.1. The "Indemnifying Party" shall defend, indemnify and hold harmless the other Party (and its Affiliates) and its lawful successors and assigns (collectively the "Indemnified Party"), from and against any and all evidenced losses, liabilities, claims, damages and expenses (including reasonable legal fees and disbursements of counsels established to have been incurred in connection therewith) which arise out of, result from or may be

## Page 10 of 18

payable by virtue of any proven breach of any obligation required to be performed by the Indemnifying Party in this Agreement.

In any case, neither Party shall be liable in any action initiated by or against the other Party for special, indirect or consequential damages resulting from or arising out of the performance or nonperformance of this Agreement including, without limitation, loss of profit or business interruptions. However, no limitation shall apply in case of termination of this Agreement pursuant to Clause 8.2 due to fraud or wilful misconduct by the Indemnifying Party.
9.2. Each Party undertakes to cause its employees, agents, and Affiliates, as long as they are associated with terms of this Agreement, to respect and comply with this Agreement.

In the event of default on part of Company or any Affiliates of Company, the Company or Company and other Affiliates of Company respectively shall take all reasonable remedial actions so as to remove effect of the defant. Non-compliance on part of either of the entities shall be deemed non-compliance on part of Company.
9.3. In case of a default which cannot be clearly attributed to any particular Party, the Parties shall negotiate in good faith a temporary allocation of costs and responsibilities in order that the financial consequences of such default may be apportioned equitably among the Parties pro-rata to their proportionate interest until a final apportionment is made with mutual consent.

In any case, each Party undertakes to collaborate in good faith with each other to avoid or minimize any disadvantage or harm affecting the member or other Party.
9.4. The provisions of this Clause 9 shall continue to apply following the expiration or termination of this Agreement and for a period of three (3) years thereafter.

## 10. Confidentiality

10.1. During the course of this Agreement, one Party (the "Discloser") may, on a case-by-case basis, disclose to the other Party (the "Recipient") certain Confidential Information all of which shall be regarded as confidential. "Confidential Information" means any information as the Discloser may from time to time provide for have supplied or disclosed on its behalf) to the Recipient, including all financial or other information relating to its business affairs or the business affairs of the Affiliates, whether orally or

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in a written, physical or visual form, regarding the products, activities, including (without limitation) data, software systems, information technology, products, applications together with analyses, compilations, forecasts, studies or other documents prepared by the Discloser (including, but not limited to, lawyers, accountants, consultants and financial advisers) and/or its Representatives which contain or otherwise reflect information about the Discloser and/or its Affiliates.
10.2 Recipient shall at all times during the term of this Agreement and for a period of five (5) years following its termination, hold all Confidential Information which it acquires from Discloser under the terms of this Agreement, or otherwise, in strict confidence and shall not disclose such information to any third party or duplicate, transfer, or use directly or indirectly, the Confidential Information other than in Recipient's performance of its obligations under this Agreement. The foregoing restrictions shall not apply to any information which: (i) is or becomes generally available to the public other than as a result of a breach of obligation by Recipient; or (ii) is lawfully acquired from a third party who owes no obligation of confidence in respect of the information; or (iii) Recipient is required to disclose by law (provided that Recipient shall assert the confidential nature of the information and give immediate written notice to Discloser and assist Diseloser in obtaining a protective order against such disclosure).
10.3. Upon request of Discloser, or upon the expiration or any earlier termination of this Agreement, Recipient shall promptly return all copies of the Confidential Information in whatever form or media, to Discloser or, at the direction of Discloser, destroy the same. Recipient shall certify in writing to Discloser such return or destruction within ten (10) days of the date of Discloser's request.
10.4. Subject to all other terms of this agreement, this Agreement and its Annexes are also Confidential information and either party shall not disclose, advertise or publish the terms or conditions of this Agreement or the Annexes without the prior written consent of the other party.

## 11. Goyerning law and dispote resolution

11.1.This Agreement is governed by, and shall be construed in accordance with, the laws of South Africa, without regard to its conflict of law rules.
11.2.If any dispute, disagreement, controversy or conllict (collectively a "Dispute") arises between the Parties in respect of this Agreement or the subject matter hereof, representatives of the Parties shall co-operate, in good faith, to attempt to amicably resolve the Dispute. If a Party believes that such representatives cannot resolve the

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Dispute, such Party may invoke the further dispute resolution procedures of this Clause 11 in the order in which they are provided.
11.3. If the representatives of the Parties cannot resolve a Dispute under Clause 11.2 within thirty (30) days, each Party shall prepare a written statement of its position and deliver it to the other Party within ten (10) days. One (1) authorized representative from each Party shall meet in person within fifteen [15] days of receipt of the written statement in an effort to resolve the Dispute. If the authorized representative of any Party determines at any time that the Dispute cannot be resolved without referral of the Dispute to an independent third party, such Party (the "Initiating Party") shall notify the other Party that it wants to submit the Dispute to arbitration in accordance with this Clause 11.3.
11.4.Any Dispute submitted by the Initiating Party to arbitration shall be heard by an arbitration panel composed of [three (3)] arbitrators, in accordance with the provisions of the Rules of International Chamber of Commerce.
11.5. The Initiating Party on one hand and the other Party on the other hand shall have the right to appoint one (1) arbitrator each and the third arbitrator shall be appointed in accordance with the above rules.
11.6. The decision of the arbitrators shall be rendered in writing and shall state the reasons on which it is based. The arbitrators need not strictly observe the principles of law and may decide the matters submitted to them according to what they consider equitable in the circumstances.
11.7. The decision of the arbitrators shall be final and binding upon the Parties.
11.8. The place of arbitration shall be as may be mutually decided and the arbitration proceedings shall be conducted in English.
11.9. The costs of arbitration shall be borne by the unsuccessful Party, provided however, the arbitral tribunal may apportion costs amongst the Parties.
11.10. Neither the commencement nor conduct of arbitration will interrupt the Parties' performance of their respective obligations under this Agreement nor affect any of the time limits fixed in this Agreement, unless such performance is materially affected by the submission of the matter in dispute to arbitration or by the result of the arbitration. The arbitral tribunal constituted to settle the matter in dispute shall be empowered to determine whether performance is materially affected.

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## 12. Miscellaneous

12.1. All notices required or permitted to be given under this Agreement shall be in writing, shall be given to the other Party and shall be deemed given to a Party when:
12.1.1. delivered to the appropriate address by hand or by overnight courier service (costs prepaid);
12.1.2. sent, if sent by facsimile (with confirmation by the transmitting equipment); or
12.1.3. received by the addressee, if sent by certified mail, return receipt requested;
in each case to the following addresses and facsimile numbers and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number or person as a Party may designate by notice to the other Party):

RAD

Regiments Asia Limited
For the kind attention of Mr. Salim Ariz Asa
Po Box 17398, Hong Kong,

The Company

CNR Dalian Locomotive and Rolling Stock Con, Ltd
For the kind attention of Mr. Thu zhiyong
No. 51, Zhongchang Street, Shahekou District, Dalian, Liaoning Province,
Liaoning Province, China

All correspondence, exchange of information, documents between the Parties, with Customers / third parties shall take place in English language.
12.2. No Party may assign any interest, benefit, right or obligation under this Agreement to any Person without having obtained the prior written consent of the other Party. It shall

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be a condition of any assignment that the assigning Party gives prior written notice to the other Party and to the Third Party including any Authority (if required by Law or any contract) of its intention and that such Person, provides prior written confirmation that it does not object to such intended assignment, and with respect to an assignment to non-Affliates that the other Party provides prior written confirmation that it does not object to such intended assignment. Furthermore, it shall be a condition of any assignment that the new participant shall have to ratify this Agreement in writing and accept to be bound by and adhere to the provisions of this Agreement, and in any event of assignment to an Affiliate as specified above, the assigning Party shall continue to guarantee the performance of the new participant under this Agreement and in any event of assignment, it shall also continue to be bound by the exclusivity and confidentiality provisions set forth herein.
12.3. If any provision of this Agreement is or becomes illegal, unenforceable or invalid under the law of any jurisdiction applicable to the Parties, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired thereby; provided, however, that if such severability materially changes the economic benefits of this Agreement to a Party, the Parties shall negotiate an equitable adjustment in the provisions of this Agreement in good faith.
12.4. This Agreement (including any annexes thereof) sets forth the full and complete understanding of the Parties as of the date of execution of this Agreement and supersedes all other prior negotiations, agreements, and understandings of the Parties with respect thereto. No Party shall be bound by any other obligations, conditions or representations with respect to the subject matter of this Agreement.
12.5. No waiver of any of the provisions of this Agreement shall be deemed to be or constitute a waiver of any other provision whether similar or not. No single waiver shall constitute a continuing waiver.
12.6. Neither this Agreement nor any of the terms hereof may be amended, supplemented, waived or discharged unless the Parties so agree in writing.
12.7. Nothing in this Agreement, except to the extent explicitly provided, shall be construed to create an association, trust, partnership, joint venture, or other fiduciary relationship between the Parties or to impose a trust or partnership duty, obligation or liability between the Parties. No Party shall by virtue of this Agreement be deemed to be the representative of the other Party for any purpose whatsoever, and no Party shall have the power or authority as agent or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of any other Party for any purpose whatsoever, except specifically agreed in writing by the other Party.
12.8. This Agreement may be executed in one or more duplicate counterparts and when executed by all of the Parties shall constitute a single binding agreement.
12.9. Neither Party hereto shall be liable for any failure to perform its obligations under this Agreement due to a Force Majeure event. In the event of Force Majeure the Parties shall evaluate the obligations affected by the Force Majeure event, and shall mutually agree in writing on the measures to be taken or on the effect of such Force Majeure event on the Parties' obligations hereunder. The Parties may agree that performance of a Party's obligations shall be suspended during the period of existence of such Force Majeure

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event as well as the period reasonably required thereafter to resume the performance of the obligation. The Parties shall use their best reasonable efforts to minimize the consequences of this Force Majeure In the event of Force Majeure the Parties, shall discuss and mutually agree on the continued cooperation between the parties, including the necessity of termination of this Agreement.
12.10. Nothing expressed or implied in this Agreement is intended or shall be construed to create or extend any rights or benefits to any third party, other than the Parties hereto.
12.11. Except to the extent of indemnification obligations related to Third Party claims, neither Party hereunder shall be liable for special, incidental, exemplary, indirect, punitive or consequential damages arising out of a Party's performance or nonperformance under this Agreement, whether based on or claimed under contract, tort (including such Party's own negligence) or any other theory at law or in equity.
12.12. The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for damages.
13. Public announcement

Any press release or other formal public announcement regarding this Agreement or the transactions contemplated hereby, shall be made only by mutual consent of both the Parties.

## 14. Binding Effect

With effect from the Agreement Date, this Agreement shall become unconditional and a legal, valid and binding obligation of each of the Parties.

## 15. Signature in counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

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IN WITNESS WHEREOF the Parties have executed this Agreement on the date and at the place first above written．

For and on behalf of Regiments Asia Limited

By：


Title：Authorised signatory


For and on behalf of CNR Dalian Lécontotiveand Rolitige Stock Co．，Ltd


By：


Name：Mr．Thu Zhi Yong

Title: Authorised Signatory


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## BUSINESS DEVELOPMENT SERVICES AGREEMENT

## CNR ROLLING STOCK SOUTH AFRICA PTYLTD. (Regn. No. ]

with

BEX STRUCTURED PRODUCTS PTYLTD.
(Regn. No. 2000/028999/07)

Orits NOMJNEE

AGREEMENT DATE: MAR 08, 2015

This Agreement is entered into by and between the following parties:

BEX STRUCTURED PRODUCTS PTY LTD (hereinafter, referred to as "BEX") (which expression includes its associates, subsidiaries, affillates, sutcessors and permitted assigns), a company duy incorporated and existing under the Companies Act in South Africa, and having its registered offices at 15t Floor, 24 Crescent Drive, Melrose Arch 2076, Johannesburg, duly authorised and represented by Mr. Marc Bond.
and

CNR ROLLING STOCK SOUTH AFRICA PTY LMITED (hereinafter referred to as the "Company") (whith expression includes its successors and permitted assigns), a company duly incorporated and existing under the Companles Act in South Africa, and having its office address at $\qquad$ duly authorised and represented by the person signing this Agreement., duly authorised and represented by Mr. signing this Agreement.
(Hereinafter, BEX and the Company may be individually referred to as a "Party", and collectively as "the Partles".]

## WHEREAS:

A. BEX, a professional service advisory business that specialises in business enterprise optimisation using financial modelling, derivatives and engineering techniques, with its long subsisting felationships in the territory of South Afrita thereinafter "The Territory ${ }^{\prime \prime}$ ) has acquired a familiarity with regulatory, social, cultural and political framework whereby it is capable to closely co-ordinate with the designated authorities to comprehend the applicable Government policies, identify the opportunities of participation in various Government and Private projects, lend consultancy on participating in various tenders and bidding processes and thus facilitting trade of goods and services concerning such projects.

The COMPANY is a globad company specializing in the manufacture of Locomotives and Spare Pants for the same, with a focus on emerging markets. The COMPANY has approached BEX to provide advisory services in respect of the Project, for expanding their business In the Territory and help it in achieving their BEE (Black Economic Empowerment) objectives in the Territory on a long-term basis.
B. The Parties have, after mutual discussions, acknowledged and agreed that they have sultable and complementary resources to Jointh hamess the opportunities in the Territory through a Business Development Services Agreement, whereby BEX will play active role in providing advisory services in respect of the Project, Business development and BEE structuring and management in the Territory.
C. In view of the above-set background, the Parties have agreed to reduce in writing their mutual understanding and their respective fundamental interests, rights, duties, obligations and liabilities in relation to the agency, their respective roles in this regard, the terms and conditions on which the Parties would implement the agency relationship and certain other matters thereto.

## 1. Deflnitions and Interpretation

### 1.1. Definitions

Certain terms are defined withim the recitals and within the body text of this Agreement. In addition, the following terms shall have the following meaning:

| "Affiliate" | means, with respect to any Person, any other Person that, directly or indirectly, through one ar more intermediaries, controls or is controlled by or is under common control with such person. |
| :---: | :---: |
| *Agreement* | means this Agreement, including the recitals and schedules hereto, as the same may be varied or amended from time to time in writing by agreement of the Parties; |
| *Agreement Date* | shall mean and refer to MARCH 08, 2015; being the date of expcution of this Agreement; |
| "Business Day" | means any diy on which banking institutions in South Africa are open for business. |
| "Force Majeure" | means any of the following events or occurrences: (i) Acts of God, such as fires, floods, thunderstorms, earthquakes, unusually severe weather and natural catastrophes; (ii) civil disturbances, such as strikes, lock outs and riots; (iti) acts of aggression, such as explosions, wars, and terrorism which are not foreseen; or (iv) acts of government or actions of regulatory bodies which significantly inhibit or prohibit either Party from performing their obligations under this Agreement. |

ineludes any Individual, company, corporation, firm, parthership, consortium, joint venture or association, whether a body corporate or an unintorporated assoclation of persons.
"Product" means the Company's related products and Services.
"Project" shall mean the change in scope wherely Transnet Engineering (TE) requires the Company to change the location of the local manufacture programme from the TE \$partan Pretoria faclity to their Durban facility.
"Territory" means Republic of South Africa.
"Third Party" means a person who is not a Party to this Agreement and does not Include Affiliates of any of the Parties.
"Nominee"
${ }^{*} B E E E^{\prime}$
means any juristic person or Company that may be nominated by BEX with the prior written consent of CNR from time to time to continue with arid fulfil the obligations of this Agreement and/or to provide the necessary Invoices for executing the commercial aspects of this Agreement.
means Black Economic Empowerment as set out in the BEE Charter of the Republic of South Africa.

### 1.2. Interpretation

1.2.1. References to this Agreement or to any other instrument shall be a reference to this Agreement or that other instrument as amended, varied, novated, or substituted from time to time.
1.2.2. The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
1.2.3. References to Recitals, Clauses and Schedules are references to recitals, clauses and sub clauses and schedules to this Agreement.
1.2.4. Words importing the singular number shall include the plural and vise versa and words Importing the masculine gender shall include the feminine and the neuter gender and vice versa.
1.2.5. Each of the representations and warranties provided in this Agreement are Independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause.
1.2.6." "n writing" includes any communication made by fetter or fax or e-mail.
1.2.7. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as limiting the generality of any preceding words.
1.2.8. References to a person shall be construed 50 as to include:
1.2.8.1. Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
1.2.8.2. that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and
1.2.9. References to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives.
1.2.10. References to statutory provisions shall be construed as references to those provisions as are respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).
1.2.11. All warranties, representations, indemnities, covenants, guarantees, stipulations, undertakings, agreements and obligations given or entered into by more than one person are given or entered into severally unless otherwise specified.
1.2.12. In the event that the date on which any act or obligation specified in this Agreement to be performed falls on a day which is not a Business Day, then the date on which the act or obligation is to be effected or performed shall take place on the next Business Day.
1.2.13. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of the Parties, and there shall be no presumption that an ambigulty should be construed in favour of or against any Party solely as a result of such Party's actual or alleged role in the drafting of this Agreement.
2. Preamble
2.1. Whereas the TE requires the Company to change the docation of the local manufacture programme from the TE Koedoespoort Gauteng facility to their BayHead Durban facility.
2.2. And whereas the Company has approached BEX to assess and formulate the entire strategy and planning torquantify and benchmark the costs associated with the relocation as per Clause 2.1.
2.3. And whereas BEX has agreed to undertake the work at theit sole risk and at no cost to the Company if the agreed benchmark costs are not realized from Transnet Freight Rail (TFR).
2.4. After extensive research and negotiations with both the Company \& TFR, BEX and the Company have agreed that the benchmark costs for the Project will be fixed at R280 million (Rands Two hundred and eighty million only) excluding VAT.
2.5. Since BEX has undertaken to negotlate and finalize the deal with TFR on risk hasis, it is agreed between both partles that BEX be entitled to an agency commission equivalent to the difference between the price excluding VAT awarded to the Company by TFR and the price benchmark of R280 million excluding VAT as detailed in Clause 7.

## 3. Scope and Purpose of the Agreement and key princlples

3.1. The Parties have entered into this Agreement to record their mutual understanding as regards theis relationshtp and the manner in which such relationship shall be effectuated and Implemented through this Agreement.
3.2. The scope of this Agreement is the regulation of the rights and relationships of the Parties, both among themselves and with respect to Third Parties, with the aim of
identifying, preparing and executing deals to supply the Company's locomotives and services in the Territory.
3.3. In order to achieve thelr joint commercial objective, the Parties shall operate this Agreement as per the terms and conditions set out herein.
3.4. Each Party agrees to co-operate with the other Party on the best effort basis.
3.5. Each Party hereby agrees and undertakes towards the other Party to perform and observe all of the provisions of this Agreement.
3.6. The Parties acknowledge that the broad parameters for the conduct of this Agreement (subject always to the terms and conditions of this Agreement) is to enable increase of the market share of Company's Services in the Territory and enhancement of the economic value of the Parties.
4. General Conditions of appointment
4.1. The Company hereby appoints BEX to provide advisory and consulting services in respect of the Project and to aid Business Development and to assist in achieving the Company's BEE objectives in in the Territory.
4.2. The Parties hereby agree and acknowledge that they are independent contractors. No partnership, Joint venture or employment is ereated or implied by this Agreement.
5. Duties and Responsfbilities of BEX
5.1. BEX shall provide advisory services in respect of the Profect and will assist in preparing the Bid documentation in respect to the Project on risk basis.
5.2. BEX shall assist the Company to improve its market share in the Territory.
5.3. BEX shall not make any representation on behelf of the Company except in conformity with the written instructions issued by the Company.
5.4. BEX will have a period of one year from the Agreement Date to deliver the Project, failing which this agreement will automatically terminate and the Parties can then decide on its resurrection or not, by written agreement.
5.5. BEX will inform the Company timeously in writing it it wishe's to appoint a nominee to carry on with the provisions of this Agreement in its place and the appointment of nominee shatl be effected after the written consent of CNR.
6. Duties and Responsibilities of the Company
6.1. The Company shall on its own maka necessary submisslons of proposals and documents as per the requirements of the bidding dacuments, wherever applicable, in the most competitive manner.
6.2. The Company shall be responsible to study, understand and interpret the requirements af the bids or offers on its own or in conjunction with its Partners and $B E X$ shall in no way be liable for any misconstruction of any clause mentloned therein.
6.3. The Company shall alone be responsible for comphing with all conditions and for all after sale support services to TFR and BEX shall riot be obligated for any consequent lisbllities arising out of the same, whatsoever.
7. Remuneration, payment terms etc.
7.1. For the Project Scope devation (referred herein above), BEX shall assist the Company to negotiate the best possible price with TFR based on a minimum price benchmark of R280 million (Rands Two Hundred and Etghty million only | exciuding VAT.
7.2. The Company agrees that BEX will be entitled for an agency commission equivalent to the difference between the price excluding VAT awarded to the Company by TFR and the price benchmark of R280 milion excluding VAT. For example if the price awarded is R650 million, then BEX will be entitled to an agency commlssion of R370 million. The Company price will be fixed at R280 Milition irrespective of whether the total Project value is negotiated lower than the R650 million by TFR.
7.3. BEX shall be entitled to agency commission irrespective of the fact whether the supply is of main product or any spare part or ancillary item thereto.
7.4. The agency commission as stated above shall get due and payable in proportionate tranches as and when payment is recelved by the Company.
7.5. The company shall pay BEX within 10 business days after receiving the invoice and the BEX banking details as per clause 12 from BEX.
8. Term and Termination
8.1. This Agreement shall be effective from the Agreement Date and witl remain valid till the time the Company remains eligible for awatd of the scope deviation by reason of the fact that the original Project has been awarded to the Company or is not called off before execution. However, once the Agreement for the scope deviation is signed by Company within the validity of this Agreement, this Agreement shall be automatically extended and shall remain in force until full payment due to BEX under this Agreement is made by the Company.
8.2. Notwithstanding the aforementioned, ff either Party hereto commits a breach of this Agreement or defaults in the performance of any obligation hereof, and if such default or breach is evidenced and not rectified within 14 (fourkeen) business days after the same has been called to the attention of the defauting Party by a written notice from the other Party; then the non-defaulting Party, at its option, may thereupon terminate this Agreement by submitting a written notice to the other Party.
8.3. Any expiration or termination of this Agreement pursuant to Glause 7.2 shall be without prejudice to any other rights or remedles to which a Party may be entitled hereunder or at law and shall not affect any accrued rights or liabilitles of either Party.
9. Llability provislons
9.1. Each Party undertakes to cause its employees, agents, and Affiliates, as jong as they are associated with terms of this Agreement, to respect and comply with this Agreement.

In any case, each Party undertakes to collaborate in good faith with each other to avold or minirrize any disadvantage or harm affecting the other Party.
9.2. The provisions of Clause 9 shall continue to apply following the expirtion or termination of this Agreement and for a period of Five (5) years thereafter.

## 10. Confidentiality

10.1. During the course of this Agreement, one Party [the "Discloser") may, on a case-by-case basis, disclose to the other Party (the "Recipient") certain Confidential Information all of which shall be regarded as confidential "Confidential Information" means any information as the Biscloser may from time to time provide (or have supplied or disclosed on its behalf) to the Recipient, including afl financial or other information relating to its business affairs or the business affairs of the Affiliates, whether orally or in a written, physical or visual form, regarding the products, activities, including (without limitation) data, software systems, information technology, products, applications together with analyses, compilations, forecasts, studies or other documents prepared by the Discloser (including, but not fimited to, lawyers, accountants, consultants and financial advisers) and/or its Representatives which contain or otherwise reflect information about the Discloser and/or its Affiliates.
10.2. The Recipient shall at all times during the term of this Agreenent and for a period of five (5) years following its termination, hoid all Confidential information which th acquires from Discloser under the terms of this Agreement, or otherwise, In strict confldence and shall not disclose such information to any third party or diuplicate, transfer, or use directly or indirectly, the Confidential information other than in Reciplent's performance of its obligations under this Agreement.

The foregoing restrictions shall not apply to any information which: (i) is pr becomes generally available to the public other than as a result of a breach of obligation by Recipient; or (i) is lawfully acquired from a third party who owes no obligation of confidence in respect of the Information; or (iii) Reciplent is required to disclose by law (provided that Recipient shall assert the confidential nature of the information and give immediate written notice to Discloser and assist Discloser in obtaining a protective order against such disclosure).
10.3. Upon request of Discloser, or upon the expiration or any earlier termina*ion of this Agreement, Recipient shath promptiy return all copies of the Confidential Information in whatever form or medla, to Discloser or, at the direction of Discloser, destroy the same. Recipient shall certify in writing to Discloser such return or destruction within ten (10) days of the date of Discloser's request.
10.4. Subject to all other terms of this agreement, this Agreement and its Annexes are also Confldential Information and either party shall not disclose, advertise or publish the terms or conditions of this Agreement or the Annexes without the pror written consent of the other party.

## 11. Miscellaneous

11.1. All notices required or permitted to be given under this Agreement shall be in writing, shall be given to the other Party and shall be deemed given to a Party wher:
11.1.1. delivered to the appropriate address by hand or by overnight courler service (costs prepaid);
11.1.2. received by the addressee, if sent by certified mail, return reteipt requested;
in each case to the following addrasses and marked to the attention of the person (by name or title) designated beiow (or to such other address, facsimile number or person as a Party may designate by notice to the other Party):

BEX:
BEXStructured Products Pty Ltd
For the attention of: Mr. Marc Brand
Address: 24 Crescent Drive, Melrose Arch 2076, Johannesburg
The Company:
CNR ROLLING STOCK PTY LTD.
For the attention of. Mr. $\qquad$
Address:

All correspondence, exchange of information, documents between the Parties, with Customers / third parties shall take place in English language.
11.2.No Party may assign any interest, benefit, right or obligation under this Agreement to any Person without having obtained the prior written consent of the other Party. It shall be a condition of any assignment that the assigning Party gives prior written notice to the other Party and to the Third Party including any Authority lif required by Law or any contract) of its intention and that such Person, provides prior written confirmation that it does not object to such intended assignment, and with respect to an assignment to mon-Affiliates that the other Party provides prior written confirmation that it does not oblect to such intended assignment. Furthermore, it shall be a condition of any assignment that the new participant shall have to ratify this Agreement in writing and accept to be bound by and adhere to the provisions of this Agreement, and in any event of assignment to an Affilizte as specified above, the assigning Party shall continue to guarantee the performance of the new participant under this Agreement and in any event of assignment, it shall also continue to be bound by the exclustwity and confidentality provisions set forth herein.
11.3.If any provision of this Agreement is or becomes itlegal, unenforceable or invalid under the law of any jurisdiction applicable to the Parties, neither the tegality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceabllity of such provision under the law of any other jurisdiction shall be in any way affected or Impaired thereby; provided, however, that if such severability materially changes the economic benefits of this Agreement to a Party, the Parties shall negotiate an equitable adjustment in the provisions of this Agreement in good faith.
11.4.This Agreement (including any annexes thereof) sets forth the full and complete understanding of the Parties as of the date of execution of this Agreement and supersedes all other prior negotiations, agreements, and understandings of the Parties with respect thereto. No Party shall be bound by any other obligations, conditions or representations with respect to the subject matter of this Agreement.
11.5. No waiver of any of the provisions of this Agreement shall be deemed to be or constitute a waiver of any other provision whether similar or not. No single waiver shall constitute a continuing waiver.
11.6. Nelther this Agreement nor any of the terms hereof may be amended, supplemented, waived or discharged unless the Parties 50 agree in writing.
11.7.Nothing in this Agreement, except to the extent explicitly provided, shall be construed to create an association, trust, partnership, joint venture, or other fiduciary relationship between the Parties or to Impose a trust or partnership duty, obligation or liability between the Parties. No Party shall by virtue of this Agreement be deemed to be the representative of the other Party for any purpose whatsoever, and no Party shall have the power or authority as agent or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of any other Party for any purpose whatsoever, except specifically agreed in writing by the other Party.
11.8.This Agreement may be executed in one or more duplicate counterparts and when executed by all of the Parties shall constitute a single binding agreement.
11.9. Neither Party hereto shall be liable for any fallure to perform its obligations under this Agreement due to a Force Majeure event. In the event of Force Majeure the Parties shall evaluate the obligations affected by the Force Majeure event, and shall mutually agree in writing on the measures to be taken or on the effect of such Force Majeure event on the Parties' obligations hereunder. The Parties may agree that performance of a Party's obligations shall be suspended during the period of existence of such Force Majeure event as well as the period reasonably required thereafter to resume the performance of the obligation. The Partles shall use their best reasonable efforts to minimize the consequences of this Force Majeure. In the event of Force Majeure the Parties, shall discuss and mutually agree on the continued co-operation between the parties, including the necessity of termination of this Agreement.
11.10. Nothing expressed or implied in this Agreement is intended or shall be construed to create or extend any rights or benefits to any third party, other than the Parties hereto excluding clause 12.
11.11. Except to the extent of indemnification obligations related to Third Party clalms, neither Party hereunder shall be liable for special, incidental, exemplary, indirect, punitive or consequential damages arising out of a Party's performance or non-performance under this Agreement, whether based on or claimed under contract, tort (including such Party's own negligence) or any other theory at law or in equity.

## 12. BEX Banking details

The Banking details will be mentioned in each Invoice provided by BEX to the Company.

Any changes to the above banking details of BEX will be advised by BEX to the Company in writing. In the event of the Company receiving what appears to be an instruction from BEX, amending the BEX banking detalls, the Company shall only be entitled to act upon such instruction If it was received in writing from, or confirmed In writing with, the signatory to this Agreement.

## 13. Binding Effect

With effect from the Agreement Date, this Agreement shall become unconditional and a legal, valid and binding obligation of each of the Parties.

## 14. Slgnature in counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date and at the place mentioned below.

SIGNED AT $\qquad$ ON THIS THE $8^{\text {TH }}$ DAYDF MARCH

For and on behalf of BEXSTRUCTURED PRODUCTS PTY LTD:
Name: $\qquad$ Designation: Authorized Signatory

Signature: $\qquad$
AS WITNESS:
1.


SIGNED AT ON THIS THE $\ldots$ DAY OF MARCH 2015

For and on behalf of CNR ROLUNG STOCK PTYLTD..
Name: $\qquad$ Designation: Authorized Signatory

Signature: $\qquad$

AS WITNESS:
1.

## Annexure- A

Statement of Advisory Services to be provided by BEX to CNR ROLLNG STOCK sOUTH AFRICA PTY LTD. (CNR) in respect of the Prolect as defined in Clause 1.1 of this Agreement

BEX, with its long subsisting relationships in the territory of South Africa has agreed to provide CNR with the following services as part of its Advisory and Consulting Services on the Project:

1. Conduct detailed research on the costs associated with the Project on risk basis
2. Negotiate with TFR and assist the Company to conclude the deal with TFR on the Project at the agreed minimum benchnark price of R280 million excluding VAT.
3. Assist CNR in preparing the Bid documentation and negotiating with TFR on pricing levels in relation to the Project.
4. Advise CNR on the regulatory, social, cultural and political framework in south Africa with respect to the Project.
5. Identify the various opportunities of participation in varlous Government and Private profects, leading to the shortisting and focus on the current Project as contemplated in this Agreement.
6. Closely co-ordinate with the designated authorities to comprehend the applicable Government policies and advise CNR accordingly to ensure smooth execution of the Project.
7. Provide consultancy on participating in the Tenders and bidding processes related to the Project.
8. Assist CNR in increasing their footprint in Government and Private Projects in South Africa.
it is hereby noted and agreed between the partles that the above services are provided as a pre-Project service and will conclude on CMA signing the Contract for the Project with TRANSNET. BEX will provide necessary proof of deliwery of the above services as required by CNR.

## BUSINESS DEVELOPMENT SERVICES AGREEMENT

## CNR ROLLING STOCK SOUTH AFRICA PTYLTD. (Regn. No. ]

with

BEX STRUCTURED PRODUCTS PTYLTD.
(Regn. No. 2000/028999/07)

Orits NOMINEE

AGREEMENT DATE: MAR 08, 2015

This Agreement is entered into by and between the following parties:
BEX STRUCTURED PRODUCTS PTY LTD (hereinafter, referred to as "BEX") (which expression includes its associates, subsidiaries, affillates, sutcessors and permitted assigns), a company duy incorporated and existing under the Companies Act in South Africa, and having its registered offices at 1st Floor, 24 Crescent Drive, Mielrose Arch 2076, Johannesburg, duly authorised and represented by Mr. Marc Bond.
and

CNR ROLLING STOCK SOUTH AFRICA PTY LMITED (hereinafter referred to as the "Company") (whith expression includes its successors and permitted assigns), a company duly incorporated and existing under the Companles Act in South Africa, and having its office address at $\qquad$ duly authorised and represented by the person signing this Agreement., duly authorised and represented by Mr. $\qquad$ , signing this Agreement.
(Hereinafter, BEX and the Company may be individually referred to as a "Party", and collectively as "the Partles".

WHEREAS:
A. BEX, a professional service advisory business that specialises in business enterprise optimisation using financial modelling, derivatives and engineering techniques, with its long subsisting relationships in the territory of South Aftica thereinafter "The Territory") has acquired a familiarity with regulatory, social, cultural and political frantework whereby it is capable to closely co-ordinate with the designated authorities to comprehend the applicable Government policies, identify the opportunities of participation in various Government and Private projects, lend consultancy on participating in various tenders and bidding processes and thus facilitating trade of goods and services concerning such projects.

The COMPANY is a global company specializing in the m:andacture of Locomotives and Spare Pants for the same, with a focus on emerging markets. The CDMPANY has approached BEX to provide advisory services in respect of the Project, for expanding their business In the Territory and help it in achieving their BEE (Black Economic Empowerment) objectives in the Territory on a long-term basis.
B. The Parties have, after mutual discussions, acknowledged and agreed that they have sultable and complementary resources to Jointly hamess the opportunities in the Territory through a Business Development Services Agreement, whereby BEX will play active role in providing advisory services in respect of the Project, Business development and BEE structuring and management in the Territory.
C. In view of the above-set background, the Parties have agreed to reduce in writing their mutual understanding and their respective fundamental interests, rights, duties, obligations and liabitities in relation to the agency, their respective roles in this regard, the terms and conditions on which the Parties would implement the agency relationshlp and certain other matters thereto.

## 1. Deflinitions and Interpretation

### 1.1. Definitions

Certain terms are defined withim the recitals and within the body text of this Agreement. In addition, the following terms shall have the following meaning:

| "Affiliate" | means, with respect to any Person, any other Person that, directly or indirectly, through one ar more intermediaries, controls or is controlled by or is under common control with such person. |
| :---: | :---: |
| *Agreement* | means this Agreement, including the recitals and schedules hereto, as the same may be varied or amended from time to time in writing by agreement of the Parties; |
| *Agreement Date* | shall mean and refer to MARCH 08, 2015; being the date of expcution of this Agreement; |
| "Business Day" | means any diy on which banking institutions in South Africa are open for business. |
| "Force Majeure" | means any of the following events or occurrences: (i) Acts of God, such as fires, floods, thunderstorms, earthquakes, unusually severe weather and natural catastrophes; (ii) civil disturbances, such as strikes, lock outs and riots; (iti) acts of aggression, such as explosions, wars, and terrorism which are not foreseen; or (iv) acts of government or actions of regulatory bodies which significantly inhibit or prohibit either Party from performing their obligations under this Agreement. |

ineludes any Individual, company, corporation, firm, parthership, consortium, joint venture or association, whether a body corporate or an unintorporated association of persons.
"Product" means the Company's related products and Services.
"Project" shall mean the change in scope whereby Transnet Engineering (TE) requires the Company to change the location of the local manufacture programme from the TE \$partan Pretoria faclity to their Durban facility.
"Territory" means Republic of South Africa.
"Third Party" means a person who is not a Party to this Agreement and does not Include Affiliates of any of the Parties.
"Nominee"
${ }^{*}$ BEE"
means any juristic person or Company that may be nominated by EEX with the prior written consent of CNR from time to time to continue with arid fulfil the obligations of this Agreement and/or to provide the necessary Invoices for executing the commercial aspects of this Agreement.
means Black Economic Empowerment as set out in the $8 E E$ Charter of the Republic of South Africa.

### 1.2. Interpretation

1.2.1. References to this Agreement or to any other instrument shall be a reference to this Agreement or that other instrument as amended, varied, novated, or substituted from time to time.
1.2.2. The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
1.2.3. References to Recitals, Clauses and Schedules are references to recitals, clauses and sub clauses and schedules to this Agreement.
1.2.4. Words importing the singular number shall include the plural and vice versa and words Importing the masculine gender shall include the feminine and the neuter gender and vice versa.
1.2.5. Each of the representations and warranties provided in this Agreement are Independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause.
1.2.6. "In writing" includes any cometurication made by fetter or fax or e-mail.
1.2.7. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as limiting the generality of any preceding words.
1.2.8. References to a person shall be construed 50 as to include:
1.2.8.1. Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a govemment or state, or any local or municipal authority or other governmental body f whether or not in each case having separate legal personality);
1.2.8.2. that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and
1.2.9. References to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives.
1.2.10. References to statutory provisions shall be construed as references to those provisions as are respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).
1.2.11. All warranties, representations, indemnities, covenants, guarantees, stipulations, undertakings, agreements and obligations given or entered into by more than one person are given or entered into severally unless otherwise specified.
1.2.12. In the event that the date on which any act or obligation specified in this Agreement to be performed falls on a day which is not a Business Day, then the date on which the act or obligation is to be effected or performed shall take place on the next Business Day.
1.2.13. This Agreement is the result of negotiations between, and has been reviewed by, the Partles and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of the Parties, and there shall be no presumption that an amblgulty should be construed in favour of or against any Party solely as a result of such Party's actual or alleged role in the drafting of this Agreement.
2. Preamble
2.1. Whereas the TE requires the Company to change the location of the local manufacture programme from the TE Koedoespoort Gauteng facility to their BayHead Durban facility.
2.2. And whereas the Company has approached BEX to assess and formulate the entire strategy and planning torquantify and benchmark the costs associated with the relocation as per Clause 2.1.
2.3. And whereas BEX has agreed to undertake the work at theit sole risk and at no cost to the Company if the agreed benchmark costs are not realized from Transnet Freight Rail (TFR).
2.4. After extensive research and negotiations with both the Company \& TFR, BEX and the Company have agreed that the benchmark costs for the Project will be fixed at R280 million (Rands Two hundred and eighty million only) excluding VAT.
2.5. Since BEX has undertaken to negotlate and finalize the deal with TFR on risk hasis, it is agreed between both partles that BEX be entitled to an agency commission equivalent to the difference between the price excluding VAT awarded to the Company by TFR and the price benchmark of R2Bo million excluding VAT as detailed in Clause 7.

## 3. Scope and Purpose of the Agreement and key princlples

3.1. The Parties have entered into this Agreement to record their mutual understanding as regards theis relationship and the manner in which such relationship shall be effectuated and Implemented through this Agreement.
3.2. The scope of this Agreement is the regulation of the rights and relationships of the Parties, both among themselves and with respect to Third Parties, with the aim of
identifying, preparing and executing deals to supply the Company's locomotives and services in the Territory.
3.3. In order to achieve their joint commercial objective, the Parties shall operate this Agreement as per the terms and conditions set out herein.
3.4. Each Party agrees to co-operate with the other Party on the best effort basis.
3.5. Each Party hereby agrees and undertakes towards the other Party to perform and observe all of the provisions of this Agreement.
3.6. The Parties acknowledge that the broad parameters for the conduct of this Agreement (subject always to the terms and conditions of this Agreement) is to enable increase of the market share of Company's Services in the Territory and enhancement of the economic value of the Parties.
4. General Conditions of appointment
4.1. The Company hereby appoints BEX to provide advisory and consulting services in respect of the Project and to aid Business Development and to assist in achieving the Company's BEE objectives in in the Territory.
4.2. The Parties hereby agree and acknowledge that they are independent contractors. No partnership, Joint venture or employment is ereated or implied by this Agreement.
5. Dutles and Responsibilities of BEX
5.1. BEX shall provide advisory services in respect of the Profect and will assist in preparing the Bid documentation in respect to the Project on risk basis.
5.2. BEX shall assist the Company to improve its market share in the Territory.
5.3. BEX shall not make any representation on behelf of the Company except in conformity with the written instructions issued by the Company.
5.4. BEX will have a period of one year from the Agreement Date to deliver the Project, failing which this agreement will automatically terminate and the Parties can then decide on its resurrection or not, by written agreement.
5.5. BEX will inform the Company timeously in writing if it wishe's to appoint a nominee to carry on with the provisions of this Agreement in its place and the appointment of nominee shatl be effected after the written consent of CNR.
6. Duties and Responsibilities of the Company
6.1. The Company shall on its own maka necessary submisslons of proposals and documents as per the requirements of the bidding dacuments, wherever applicable, in the most competitive manner.
6.2. The Company shall be responsible to study, understand and interpret the requirements af the bids or offers on its own or in conjunction with its Partners and $B E X$ shall in no way be liable for any misconstruction of any clause mentloned therein.
6.3. The Company shall alone be responsible for comphing with all conditions and for all after sale support services to TFR and BEX shall riot be obligated for any consequent lisbllities arising out of the same, whatsoever.

## 7. Remuneration, payment terms etc.

7.1. For the Project Scope devation (referred herein above), BEX shall assist the Company to negotiate the best possible price with TFR based on a minimum price benchmark of R280 million \{Rands Two Hundred and Etghty million only | exciuding VAT.
7.2. The Company agrees that BEX will be entitled for an agency comimission equivalent to the difference between the price excluding VAT awarded to the Company by TFR and the price benchmark of R280 million excluding VAT. for example if the price awarded is R650 million, then BEX will be entitled to an agency commission of R370 million. The Company price will be fixed at R280 Million irrespective of whether the total Project value is negotiated lower than the R650 million by TFR.
7.3. BEX shall be entitled to agency commission irrespective of the fact whether the supply is of main product or any spare part or ancillary item thereto.
7.4. The agency commission as stated above shall get due and payable in proportionate tranches as and when payment is recelved by the Company.
7.5. The compary shall pay BEX within 10 business days after receiving the invoice and the BEX banking details as per ctause 12 from BEX.
8. Term and Termination
8.1. This Agreement shat be effective from the Agreement Date and will remain valid till the time the Company remains eligible for awatd of the scope deviation by reason of the fact that the original Project has been awarded to the Campany or is not called off before execution. However, once the Agreement for the scope deviation is signed by Company within the validity of this Agreement, this Agreement shall be automatically extended and shall remain in force until full payment due to BEX under this Agreement is made by the Company.
8.2. Notwithstanding the aforementioned, ff either Party hereto commits a breach of this Agreement or defaults in the perfomance of any obligation hereof, and if such default or breach is evidenced and not rectified within 14 (fourteen) business days after the same has been called to the attention of the defauting Party by a written notice from the other Party; then the non-defaulting Party, at its option, may thereupon terminate this Agreement by submitting a written notice to the other Party.
8.3. Any expiration or termination of this Agreement pursuant to Clause 7.2 shall be without prejudice to any other rfghts or remedles to which a Party may be entitled hereunder or at law and shall not affect any accrued rights or liabilities of either Party.

## 9. Llability provislons

9.1. Each Party undertakes to cause its employees, agents, and Affiliates, as jong as they are associated with terms of this Agreement, to respect and comply with this Agreement.

In any case, each Party undertakes to collaborate in good faith with each other to avold or minirrize any disadvantage or harm affecting the other Party.
9.2. The provisions of Clause 9 shall continue to apply following the expirtion or termination of this Agreement and for a period of Five (5) years thereafter.

## 10. Confidentiality

10.1. During the course of this Agreement, one Party [the "Discloser") may, on a case-by-case basis, disclose to the other Party (the "Recipient") certain Confidential information all of which shall be regarded as confidential. "Confidential Information" means any information as the Biscloser may from time to time provide (or have supplied or disclosed on its behalf) to the Recipient, including afl financial or other information relating to its business affairs or the business affairs of the Affiliates, whether orally or in a written, physical or visual form, regarding the products, activities, including (without limitation) data, software systems, information technology, products, applications together with analyses, compilations, forecasts, studies or other documents prepared by the Discloser (including, but not fimited to, lawyers, accountants, consultants and financial advisers) and/or its Representatives which contain or otherwise reflect infomation about the Discloser and/or its Affiliates.
10.2. The Recipient shall at all times during the term of this Agreenent and for a period of five (5) years following its termination, hoid all Confidential information which th acquires from Discloser under the terms of this Agreement, or otherwise, In strict confldence and shall not disclose such information to any third party or duplicate, transfer, or use directly or indirectly, the Confidential Information other than in Reciplent's performance of its obligations under this Agreement.

The foregoing restrictions shall not apply to any information which: (i) is or becomes generally available to the public other than as a result of a breach of obligation by Recipient; or (ii) is lawfully acquired from a third party who owes no obligation of confidence in respect of the Information; or (iii) Reciplent is required to disclose by law (provided that Recipient shall assert the confidential nature of the information and give immediate written notice to Discloser and assist Discloser in obtaining a protective order against such disclosure).
10.3. Upon request of Discloser, or upon the expiration or any earlier termination of this Agreement, Recipient shath promptly return all copies of the Confidential Information in whatever form or medla, to Discloser or, at the direction of Discloser, destroy the same. Recipient shall certify in writing to Discloser such return or destruction within ten (10) days of the date of Discloser's request.
10.4. Subject to all other terms of this agreement, this Agreement and its Annexes are also Confldential Information and either party shall not disclose, advertise or publish the terms or conditions of this Agreement or the Annexes without the pror written consent of the other party.
11. Miscellaneous
11.1. All notices required or permitted to be given under this Agreement shall be in writing, shall be given to the other Party and shall be deemed given to a Party wher:
11.1.1. delivered to the appropriate address by hand or by overnight courler service (costs prepaid);
11.1.2. received by the addressee, if sent by certified mail, return reteipt requested;
in each case to the following addrasses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number or person as a Party may designate by notice to the other Party):

BEX:
BEXStructured Products Pty Ltd
For the attention of: Mr. Marc Brand
Address: 24 Crescent Drive, Melrose Arch 2076, Johannesburg
The Company:
CNR ROLLING STOCK PTY LTD.
For the attention of: Mr. $\qquad$
Address:

All correspondence, exchange of information, documents between the Parties, with Customers / third parties shall take place in English language.
11.2.No Party may assign any interest, benefit, right or obligation under this Agreement to any Person without having obtained the prior written consent of the other Party. It shall be a condition of any assignment that the assigning Party gives prior written notice to the other Party and to the Third Party including any Authority lif required by Law or any contract) of its intention and that such Person, provides prior written confirmation that it does not object to such intended assignment, and with respect to an assignment to mon-Affiliates that the other Party provides prior written confirmation that it does not object to such intended assignment. Furthermore, it shall be a condition of any assignment that the new participant shall have to ratify this Agreement in writing and accept to be bound by and adhere to the provisions of this Agreement, and in any event of assignment to an Affilizte as specified above, the assigning Party shall continue to guarantee the performance of the new participant under this Agreement and in any event of assignment, it shall also continue to be bound by the exclusfity and confidentiality provisions set forth herein.
11.3.If any provision of this Agreement is or becomes illegal, unenforceable or invalid under the law of any jurisdiction applicable to the Parties, neither the tegality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceabllity of such provision under the law of any other jurisdiction shall be in any way affected or Impaired thereby; provided, however, that if such severability materially changes the economic benefits of this Agreement to a Party, the Parties shall negotiate an equitable adjustment in the provisions of this Agreement in good faith.
11.4.This Agreement (including any annexes thereof) sets forth the full and complete understanding of the Parties as of the date of execution of this Agreement and supersedes all other prior negotiations, agreements, and understandings of the Parties with respect thereto. No Party shall be bound by any other obligations, conditions or representations with respect to the subject matter of this Agreement.
11.5. No waiver of any of the provisions of this Agreement shall be deemed to be or constitute a waiver of any other provision whether similar or not. No single waiver shall constitute a continuing waiver.
11.6. Nelther this Agreement nor any of the terms hereof may be amended, supplemented, waived or discharged unless the Parties 50 agree in writing.
11.7.Nothing in this Agreement, except to the extent explicitly provided, shall be construed to create an association, trust, partnership, joint venture, or other fiduciary relationship between the Parties or to impose a trust or partnership duty, obligation or liability between the Parties. No Party shall by virtue of this Agreement be deemed to be the representative of the other Party for any purpose whatsoever, and no Party shall have the power or authority as agent or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of any other Party for any purpose whatsoever, except specifically agreed in writing by the other Party.
11.8.This Agreement may be executed in one or more duplicate counterparts and when executed by all of the Parties shall constitute a single binding agreement.
11.9. Neither Party hereto shall be liable for any fallure to perform its obligations under this Agreement due to a Force Majeure event. In the event of Force Majeure the Parties shall evaluate the obligations affected by the Force Majeure event, and shall mutually agree in writing on the measures to be taken or on the effect of such Force Majeure event on the Parties' obligations hereunder. The Parties may agree that performance of a Party's obligations shall be suspended during the period of existence of such Force Majeure event as well as the period reasonably required thereafter to resume the performance of the obligation. The Partles shall use their best reasonable efforts to minimize the consequences of this Force Majeure. In the event of Force Majeure the Parties, shall discuss and mutually agree on the continued co-operation between the parties, including the necessity of termination of this Agreement.
11.10. Nothing expressed or implied in this Agreement is intended or shall be construed to create or extend any rights or benefits to any third party, other than the Parties hereto excluding clause 12.
11.11. Except to the extent of indemnification obligations related to Third Party claims, neither Party hereunder shall be liable for special, incidental, exemplary, indirect, punitive or consequential damages arising out of a Party's performance or non-performance under this Agreement, whether based on or claimed under contract, tort (including such Party's own negllgence) or any other theory at law or in equity.

## 12. BEX Banking details

The Banking details will be mentioned in each Invoice provided by BEX to the Company.

Any changes to the above banking details of BEX will be advised by BEX to the Company in writing. In the event of the Company receiving what appears to be an instruction from BEX, amending the BEX banking detalls, the Company shall only be entitled to act upon such instruction If it was received in writing from, or confirmed In writing with, the signatory to this Agreement.

## 13. Binding Effect

With effect from the Agreement Date, this Agreement shall become unconditional and a legal, valid and binding obligation of each of the Parties.

## 14. Slgnature in counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an criginal and which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date and at the place mentioned below.

SIGNED AT $\qquad$ ON THIS THE $8^{\mathrm{TH}} \quad$ DAYDF MARCH

For and on behalf of BEXSTRUCTURED PRODUCTS PTY LTD:
Name: $\qquad$ Designation: Authorized Signatory

Signature: $\qquad$
AS WITNESS:
1.


SIGNED AT ON THIS THE $\ldots$ DAY OF MARCH 2015

For and on behalf of CNR ROLUNG STOCK PTYLTD..
Name: $\qquad$ Designation: Authorized Signatory

Signature: $\qquad$

AS WITNESS:

1. $\qquad$

## Annexure-A

Statement of Advisory Services to be provided by BEX to CNR ROLLING STOCK south AFRICA PTY LTD. (CNR) in respect of the Project as defined in Clause 1.1 of this Agreement

BEX, with its long subsisting relationships in the territony of South Africa has agreed to provide CNR with the following services as part of its Advisory and Consulting Services on the Project:

1. Conduct detailed research on the costs associated with the Project on risk basis
2. Negotiate with TFR and assist the Company to conclude the deal with TFR on the Project at the agreed minimum benchnark price of R280 million excluding VAT.
3. Assist CNR in preparing the Bid documentation and negotiating with TFR on pricing levels in relation to the Project.
4. Advise CNR on the regulatory, social, cultural and political framework in south Africa with respect to the Project.
5. Identify the various opportunities of participation in varlous Government and Private profects, leading to the shortisting and focus on the current Project as contemplated in this Agreement.
6. Closely co-ordinate with the designated authorities to comprehend the applicable Government policies and advise CNR accordingly to ensure smooth execution of the Project.
7. Provide consultancy on participating in the Tenders and bidding processes related to the Project.
8. Assist CNR in increasing their footprint in Government and Private Projects In South Africa.
it is hereby noted and agreed between the partles that the above services are provided as a pre-Project service and will conclude on CMA signing the Contract for the Project with TRANSNET. BEX will provide necessary proof of deliwery of the above services as required by CNR.

# BUSINESS DEVELOPMENT SERVICES AGREEMENT 

CSR (HONG KONG) CO., LTD.
(Reg. No.: 39133264-000-04-14-4)
with

TEQUESTA GROUP LIMITED
(Reg. No.: 156268)

Or its NOMINEE

AGREEMENT NO.: CSRHK20150102359
AGREEMENT DATE: MAY. 18, 2015

This Agreement is entered into by and between the following parties：
本协议相以下双方篮订
Tequesta Group Limited（hereinafter，referred to as＂TEQUESTA＂），a company duly incorporated and existing under the laws of Hong Kong，duly authorised and represented by the person signing this Agreement．



And
上j

CSR（Hong Kong）Co．，Ltd．（hereinafter referred to as the＂Company＂），a company duly incorporated and existing under the laws of Hong Kong，and having its registered offices at Room 4112，41／F，Office Tower，Convention Plaza，Wanchai，Hong Kong，duly authorised and represented by the person signing this Agreement．
献车（香港）有根公司（在下文中简稌＂公司＂）一家在香港现有法律下正式洼刲的公同，
的敨署人。
（Hereinafter，TEQUESTA and the Company may be individually referred to as a＂Party＂，and collectively as＂the Parties＂．）
在下文中，TEQUESTA稙公同单独被称为＂一方＂，共同被称为＂难方＂。

## ＂F＂p3

## WHEREAS：

箱于：
A．TEQUESTA，with its long subsisting relationships in the territory of South Africa （hereinafter＂The Territory＂）has acquired a familiarity with regulatory，social，cultural and political framework whereby it is capable to closely co－ordinate with the designated authorities to comprehend the applicable Government policies，identify the opportunities of participation in various Government and Private projects，lend consultancy on participating in various tenders and bidding processes and thus facilitating trade of goods and services concerning such projects．
会，文化和政治柜架，从而有能力与王管部门密加协调，并理解透明的政府政策，
促成此类项且货物和掫务的背务。

The COMPANY is a global company specializing in the manufacture of Electric Locomotives and Spare Parts for the same，with a focus on emerging markets．The COMPANY has approached TEQUESTA to provide advisory services in respect of the Project，for expanding their business in the Territory and help it in achieving their BEE（Black Economic Empowerment）objectives in the Territory on a long－term basis．

助它在长期的基础上实现自己的 BEE（舄人经济振兴法案）解目标。

B．The Parties have，after mutual discussions，acknowledged and agreed that they have suitable and complementary resources to jointly harness the opportunities in the Territory through a Business Development Services Agreement，whereby TEQUESTA will play active role in providing advisory services in respect of the Project，Business development and BEE structuring and management in the Territory．
业开发业务发展报务协议，TEQUESTA 将就项目，食北的犮展以及 BEE 结构和管理轵演一个提倛咨询虽务的角急。

In view of the above－set background，the Parties have agreed to reduce in writing their mutual understanding and their respective fundamental interests，rights，duties， obligations and liabilities in relation to the agency，their respective roles in this regard，the terms and conditions on which the Parties would implement the agency relationship and certain other matters thereto．

执行似理关系以及其他脜项。

## 1．Definitions and Interpretation定义及释义

## 1．1．Definitions

定义

Certain terms are defined within the recitals and within the body text of this Agreement． In addition，the following terms shall have the following meaning：

＂Affiliate＂means，with respect to any Person，any other Person that，directly or indirectly，through one or more intermediaries，controls or is controlled by or is under common control with such person．
指对于任何人，直接或间接堪，通过一个或考个中介桃构，控制或受控制或和学策人的共同控制。
＂Agreement＂
means this Agreement，including the recitals and schedules hereto， as the same may be varied or amended from time to time in writing by agreement of the Parties；
指本协议，色括说明条款和附表，以及双方以怙面方式林定时变更䧕修改的胁议。
＂Agreement Date＂
＂Business Day＂
＂Force Majeure＂
＂Person＂includes any individual，company，corporation，firm，partnership， consortium，joint venture or association，whether a body corporate or an unincorporated association of persons．
包括任何个人，公司，企业，公尚，合伙企业，則团，合资企业或协会，无论是法人闻体或个人的非法人目体。
＂Product＂means the Company＇s related products and Services．

＂Project 359＂refers to any portion of the Tender for the supply of 359 Electric Locomotives（22E）to Transnet SOC Limited，South Africa （hereinafter＂the Client＂）．
标的佂何一踾分。
＂Territory＂means the Republic of South Africa．
指揇非共和国。
＂Third Party＂

Nominee＂
＂BEE＂

1．2．Interpretation解释说明

1．2．1．References to this Agreement or to any other instrument shall be a reference to this Agreement or that other instrument as amended，varied，novated，or substituted from time to time．
协议或其私指导文件的解用。

1．2．2．The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement．

1．2．3．References to Recitals，Clauses and Schedules are references to recitals，clauses and sub clauses and schedules to this Agreement．
的的用。

1．2．4．Words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and the neuter gender and vice versa．
亦然。

1．2．5．Each of the representations and warranties provided in this Agreement are independent of other representations and warranties and unless the contrary is expressly stated，no Clause in this Agreement limits the extent or application of another Clause．



1．2．6．＂In writing＂includes any communication made by letter or fax or e－mail．


1．2．7．The words＂include＂，＂including＂and＂in particular＂shall be construed as being by way of illustration or emphasis only and shall not be construed as，nor shall they take effect as limiting the generality of any preceding words．



1．2．8．References to a person shall be construed 50 as to include：
引用一个人应解秚为包括：
1．2．8．1．individual，firm，partnership，trust，joint venture，company，corporation， body corporate，unincorporated body，association，organization，any government，or state or any agency of a government or state，or any local or municipal authority or other governmental body（whether or not in each case having separate legal personality）；




1．2．8．2．that person＇s successors in title and assigns or transferees permitted in accordance with the terms of this Agreement；and按照本协议条款向允许，此人的合法继承人，受让人或慗让人；和

1．2．9．References to a person＇s representatives shall be to its officers，employees，legal or other professional advisers，sub－contractors，agents，attorneys and other duly authorized representatives．



1．2．10．References to statutory provisions shall be construed as references to those provisions as are respectively amended or re－enacted or as their application is modified by other provisions（whether before or after the date of this Agreement） from time to time and shall include any provisions of which they are re－enactments （whether with or without modification）．

后觬规走（无论有否修改）。

1．2．11．All warranties，representations，indemnities，covenants，guarantees，stipulations， undertakings，agreements and obligations given or entered into by more than one person are given or entered into severally unless otherwise specified．



1．2．12．In the event that the date on which any act or obligation specified in this Agreement to be performed falls on a day which is not a Business Day，then the date on which the act or obligation is to be effected or performed shall take place on the next Business Day．
期标当在下一再营业月。

1．2．13．This Agreement is the result of negotiations between，and has been reviewed by， the Parties and their respective counsel．Accordingly，this Agreement shall be deemed to be the product of the Parties，and there shall be no presumption that an ambiguity should be construed in favour of or against any Party solely as a result of such Party＇s actual or alleged role in the drafting of this Agreement．

法角色，将歧义解秝为鎘裉或反对任何一方。

## 2．Scope and Purpose of the Agreement and key principles

协议斯适朋范国相目的及主整原则

2．1．The Parties have entered into this Agreement to record their mutual understanding as regards their relationship and the manner in which such relationship shall be effectuated and implemented through this Agreement．
施这科美系利行为。

2．2．The scope of this Agreement is the regulation of the rights and relationships of the Parties， both among themselves and with respect to Third Parties，with the aim of identifying， preparing and executing deals to supply the Company＇s Services in the Territory．
识别，准备和执行交易的服务。

2．3．In order to achieve their joint commercial objective，the Parties shall operate this Agreement as per the terms and conditions set out herein．

2．4．Each Party agrees to co－operate with the other Party on the best effort basis．
双方同意与品一方务力合作。
2．5．Each Party hereby agrees and undertakes towards the other Party to perform and observe all of the provisions of this Agreement．
双方同意并死诺殿行护营等本协议的所有规定。
2．6．The Parties acknowledge that the broad parameters for the conduct of this Agreement （subject always to the terms and conditions of this Agreement）are to enable increase of
the market share of Company＇s Services in the Territory and enhancement of the economic value of the Parties．



## 3．General Conditions of appointment

佂俞䄪通铜条件3．1．The Company hereby appoints TEQUESTA to provide advisory and consulting services in respect of the Project and to aid Business Development and to assist in achieving the Company＇s BEE objectives in the Ferritory．
公酮在湳非实现黑人经济振兴法案的月标。

3．2．The Parties hereby agree and acknowledge that they are independent contractors．No partnership，joint venture or employment is created or implied by this Agreement．
候的意间。

3．3．The Company has advised TEQUESTA that a previous Agreement had been signed between CSR Zhuzhou Electric Locomotive Co．，Ltd．and IJ Trading FZE（hereinafter referred to as the＂ $1 \mathrm{IT}^{\prime}$ ］．However，the Company advises TEQUESTA that in the event that IJT disputes or contests the cancellation or non payment in a court of law and if the Court decrees that the Agreement with JIT is valid or the mutual agreement is reached between TEQUESTA and JJT，then the financial compensation to JIT，（which will not exceed the retention amount，that is $15 \%$ of the total amount payable to TEQUESTA under this Agreement）will be deducted from the amount retained from TEQUESTA as per clause 6.1 .6 and the balance（if there is）will then be paid to TEQUESTA within thirty（30）days after the Company receipt of the last payment and／or return of all bank guarantees released by the Client，whichever occurs later．Under this circumstance，the invoices with retention to the Company shall be not claimable and returnable to TEQUESTA．TEQUESTA shall resolve dispute with the JJT through amicable consultation and ensure there is no further dispute with the Company from either side．
万简称＂JJT＂）答订了一个协议：然面，公司建议TEQLESTA，如果 JIT 在法庭上

作为滞留金，该期务补賏不得超过䏆薙金金额。）将会从条款6．1．5里TELLESTA的


解达与JIT的争议，从而䤅保将来佂何一方都不会与公司严生组纷。

3．4．During the period of the project，any penalty enforced by the Client to the Company shall be taken by TEQUESTA and deducted from the Advisory Fee as per Clause 6．1．1，except that caused by the fault of the Company，such as failure to deliver or product defect．



## 4．Duties and Responsibilities of TEQUESTA

## tequesta 的职责和责任

4．1．TEQUESTA shall provide advisory services in respect of the Project and will assist the company to improve its market share in the Territory and continue good relations and achieve milestones with its clients．



4．2．TEQUESTA shall not make any representation on behalf of the Company except in conformity with the written instructions issued by the Company．

4．3．TEQUESTA will inform the Company timeously in writing if it wishes to appoint a nominee to carry on with the provisions of this Agreement in its place．

4．4．TEQUESTA shall provide advice and assistance to the Company on the process of the Contract and normal performance by the Company to ensure the smooth execution and the success of the project．And especially，undertakes support and assist the Company for the timely payments and／or return of bank guarantees released by the Client until the fulfilment of all rights and obligations of the finished contract．
TEQUESTA 应在公司答诣合同以及正需执行的过程地提供建议和整助，从面俭保项
函，重墔究成合同中需要实现的权利和义务。

5．Duties and Responsibilities of the Company
公司的职责和责任

5．1．The Company shall on its own make necessary submissions of proposals and documents as per the requirements of the bidding documents，wherever applicable，in the most competitive manner．
方案和文伴。

5．2．The Company shall be responsible to study，understand and interpret the requirements of the bids or offers on its own or in conjunction with its Partners and TEQUESTA shall in no way be liable for any misconstruction of any clause mentioned therein．
公周应独庿或和其合作伙体一起项责硯究，理解和翻译㗉标要求，TEQUESTA 不对期中佂何语抲的誢解俋责。

5．3．The Company shall alone be responsible for complying with all conditions and for all after sale support services to the clients and TEQUESTA shall not be obligated for any consequent liabilities arising out of the same，whatsoever．



6．Remuneration，payment terms etc．新酬，保款条件等

6．1．1．For the Project－related Advisory Services provided by TEQUESTA，as detailed in Annexure－＂$A$＂，TEQUESTA shall be entitled to an Advisory Fee of $\mathbf{2 1 \%}$（Twenty percent）of the Contract value of Project 359 awarded to the Company，based on $\mathbf{2 \%}$ （Two percent）of the Contract value as the success fee and $19 \%$（Nineteen percent） of pro－fata to the milestone－based payments received by the Company from the Client．The Company has already paid $3.9 \%$ of the Contract value（ $\mathrm{R} 706,770,480.00$ ） to JIT up to the Agreement date．The total payable amount to TEQUESTA under this Agreement is $\mathbf{1 7 . 1 \%}$ of the Contract value（ $\mathrm{R} 3,098,916,720.00$ ）．



同总金效部 $17.1 \%$ 给 TEQUESTA，也即 $3,098,916,720.00$ 特。

The amount indicated in Clause 6．1．1 above shall be payable as follows：

6．1．2．19\％of each payment to be made by the Client to the Company shall be due and payable to TEQUESTA when the Company receives the payment．Namely，each time the Company receives a payment from the Client as a percentage of the total Contract value，same proportion of the Advisory Fee shall be paid to TEQUESTA客户对公闰支付的等笔楸项的 $19 \%$ 应在公司收教后到期并支的。即公司从客户


6．1．3．All invoices to the Company shall be issued by TEQUESTA subject to the actual payment by the Client to the Company in compliance with the Contract．Should the Contract be suspended or terminated by the Client or by the Company prior to its completion，then the Advisory fee to be paid to TEQUESTA shall be accordingly suspended or reduced in proportion to the reduction of payments under the Contract．
公周在合同党成前暂搒或者终L合同，付给 TEQUESTA 的答询费应根据会同付


6．1．4．All invoices will be paid in the Contract payment currency．If TEQUESTA wishes for all payments to credit in USD in equivalent，TEQUESTA accepts the exchange rate at the time of the payment to be received by the Company from the Client or the payment to be released by the Company to TEQUESTA．

率。

6．1．5．The Company shall retain an amount of $15 \%$ of each Invoice value and pay the balance to TEQUESTA within thirty（ 30 ）days of receipt of payment by the Company．
余金额支付给 TEQUESTA。

6．1．6．With each payment，the Company shall submit a proof of payment as well as a Statement confirming the amount retained towards the $15 \%$ Retention amount，to

TEQUESTA．Each Statement shall show the current retention as well as the cumulative amount retained as on the date of statement．



6．1．7．When the final payment is received by the Company from the Client and／or return of all bank guarantees released by the Client for this project，whichever occurs later， the full and final payment shall become due to TEQUESTA within thirty（ 30 ）days． This would be the final payment of Advisory fee as well as all the retained amounts so as to leave a zero balance owing to TEQUESTA on the statement．


零。

6．1．8．Each side shatl be respectively borne its own income tax and other types of taxes（if any）may be levied by and banking charges related to the payment according to Hong Kong laws．
有），以及银行置田。

7．Term and Termination
朝振暞终 1 －
7．1．This Agreement shall be effective from the Agreement Date and will remain valid for a term that is concurrent with and equal to the term of the Project．
该协议将从协议日期开始生效并在与项日执行期间一直有效。
7．2．Notwithstanding the aformentioned，if either Party hereto commits a breach of this Agreement or defaults in the performance of any obligation hereof，and if such default or breach is evidenced and not rectified within 14 （fourteen）business days after the same has been called to the attention of the defaulting Party by a written notice from the other Party；then the non－defaulting Party，at its option，may thereupon terminate this Agreement by submitting a written notice to the other Party．
果过错方在收到恬面通知后的 14 个T作日之内无法及时纠正，非过错方有权通过虔送誩面道知终仩办胁议。

7．3．Any expiration or termination of this Agreement pursuant to Clause 7.2 shall be without prejudice to any other rights or remedies to which a Party may be entitled hereunder or at law and shall not affect any accrued rights or liabilities of either Party．
軎有的权利战补救措施，哃时不得影嘀任何一方的吉何权利和责佂。

8．Liability provisions
责佂㹉定
8．1．Each Party undertakes to cause its employees，agents，and Affiliates，as long as they are associated with terms of this Agreement，to respect and comply with this Agreement．


In any case，each Party undertakes to collaborate in good faith with each other to avoid or minimize any disadvantage or harm affecting the other Party．

8．2．The provisions of Clause 9 shall continue to apply following the expiration or termination of this Agreement and for a period of Five（5）years thereafter．


## 9．Confidentiality

保密性

9．1．During the course of this Agreement，one Party（the＂Discloser＂）may，on a case－by－case basis，disclose to the other Party（the＂Recipient＂）certain Confidential Information all of which shall be regarded as confidential．＂Confidential Information＂means any information as the Discloser may from time to time provide for have supplied or disclosed on its behalf）to the Recipient，including all financial or other information relating to its business affairs or the business affairs of the Affiliates，whether orally or in a written， physical or visual form，regarding the products，activities，including（without limitation） data，software systems，information technology，products，applications together with analyses，complations，forecasts，studies or other documents prepared by the Discloser （including，but not limited to，lawyers，accountants，constitants and financial advisers） and／or its Representatives which contain or otherwise reflect information about the Discloser and／or its Affiliates．








9．2．The Recipient shall at all times during the term of this Agreement and for a period of five （5）years following its termination，hold all Confidential information which it acquires from Discloser under the terms of this Agreement，or otherwise，in strict confidence and shall not disclose such information to any third party or duplicate，transfer，or use directly or indirectly，the Confidential Information other than in Recipient＇s performance of its obligations under this Agreement．


在本协议下的义务。

The foregoing restrictions shall not apply to any information which：（i）is or becomes generally available to the public other than as a result of a breach of obligation by Recipient；or（ii）is lawfully acquired from a third party who owes no obligation of confidence in respect of the information；or（iii）Recipient is required to disclose by law （provided that Recipient shall assert the confidential nature of the information and give immediate written notice to Discloser and assist Discloser in obtaining a protective order against such disclosure）．





9．3．Upon request of Discloser，or upon the expiration or any earlier termination of this Agreement，Recipient shall promptly return all copies of the Confidential Information in whatever form or media，to Discloser or，at the direction of Discloser，destroy the same． Recipient shall certify in writing to Discloser such return or destruction within ten（10） days of the date of Discloser＇s request．


毁。

9．4．Subject to all other terms of this agreement，this Agreement and its Annexes are also Confidential information and either party shall not disclose，advertise or publish the terms or conditions of this Agreement or the Annexes without the prior written consent of the other party．
任何一方不庢披路，广点或者公有该协议期条欺或条珄。

## 10．Miscellaneous

其他

10．1．All notices required or permitted to be given under this Agreement shall be in writing， shall be given to the other Party and shall be deemed given to a Party when：



10．1．1．delivered to the appropriate address by hand or by overnight courier service（costs prepaid）；

10．1．2．sent，if sent by facsimile（with confirmation by the transmitting equipment）；or发送，如楽通过传其发送（辈有传辋设备的确认）

10．1．3．received by the addressee，if sent by certified mail，return receipt requested；

in each case to the following addresses and facsimile numbers and marked to the attention of the person（by name or title）designated below（or to such other address， facsimile number or person as a Party may designate by notice to the other Party）：



## TEQUESTA：

TEQUESTA Group Limited
For the attention of：Mr．Salim Essa

## The Company： <br> CSR（HONG KONG）CO．，LTD．

For the attention of：Mr，Yao Kingzhong
All correspondence，exchange of information，documents between the Parties，with Customers／third parties shall take place in English language．


10．2．No Party may assign any interest，benefit，right or obligation under this Agreement to any Person without having obtained the prior written consent of the other Party．It shall be a condition of any assignment that the assigning Party gives prior written notice to the other Party and to the Third Party including any Authority（if required by Law or any contract）of its intention and that such Person，provides prior written confirmation that it does not object to such intended assignment，and with respect to an assignment to non－ Affiliates that the other Party provides prior written confirmation that it does not object to such intended assignment．Furthermore，it shall be a condition of any assignment that the new participant shall have to ratify this Agreement in writing and accept to be bound by and adhere to the provisions of this Agreement，and in any event of assignment to an Affiliate as specified above，the assigning Party shall continue to guarantee the performance of the new participant under this Agreement and in any event of assignment， it shall also continue to be bound by the exclusivity and confidentiality provisions set forth herein．






䇥。

10．3．If any provision of this Agreement is or becomes illegal，unenforceable or invalid under the law of any jurisdiction applicable to the Parties，neither the legality，validity or enforceability of the remaining provisions of this Agreement nor the legality，validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired thereby；provided，however，that if such severability materially changes the economic benefits of this Agreement to a Party，the Parties shall negotiate an equitable adjustment in the provisions of this Agreement in good faith．
效，在任呵法律管轻下的本协议的合运性，有效姓及强泚性以及任何这种垁定的合法



10．4．This Agreement（including any annexes thereof）sets forth the fuil and complete understanding of the Parties as of the date of execution of this Agreement and supersedes all other prior negotiations，agreements，and understandings of the Parties with respect thereto．No Party shall be bound by any other obligations，conditions or representations with respect to the subject matter of this Agreement．

本协议（包括任何封件）自协议执行开始就崒速了双方的司有的完整的理解，并且取代以往所有其他的先期谈数，好议以及双方的理解。任何一方都不得被其他觉于该协议王黄的义名，条件或陈述所约束。

10．5．No waiver of any of the provisions of this Agreement shall be deemed to be or constitute a waiver of any other provision whether similar or not．No single waiver shall constitute a continuing waiver．
任何该协议任何条款的敖免不得被视为或者构成其他无论是否类似条款的嘋免。佂何单一的榙免不解以构成持紏的镦免。

10．6．Neither this Agreement nor any of the terms hereof may be amended，supplemented， waived or discharged unless the Parties so agree in writing．
无论是协议还是协议的任何条欺都不能被修改，补充，隌免或稀放，除非双方有䛼面的同意。

10．7．Nothing in this Agreement，except to the extent explicitly provided，shall be construed to create an association，trust，partnership，joint venture，or other fiduciary relationship between the Parties or to impose a trust or partnership duty，obligation or liability between the Parties．No Party shall by virtue of this Agreement be deemed to be the representative of the other Party for any purpose whatsoever，and no Party shall have the power or authority as agent or in any other capacity to represent，act for，bind，or otherwise create or assume any obligation on behalf of any other Party for any purpose whatsoever，except specifically agreed in writing by the other Party．
本协议，除非明确地说明，不应当被解䉽为双方创建一个协会，信拒，合作，合资企业，或其他信托关系，或强制实施信托或炏伴关系的责佂，双方的义务或责壬。佂何一方不得誆借本协议为了任何目的被视为代表另一方，任何一方没有权力或权威作为代理或代表任何其他能力，行动，组定，或省创建或承担任何义务为丁任何目的代表号一方，另 －庍明确书面同意的除外。

10．8．This Agreement may be executed in one or more duplicate counterparts and when executed by all of the Parties shall constitute a single binding agreement．
本协议前能会执行一个或考个要制同行，当所有当事人都在执行时，本协议应当构成一个陮一具有约束力的协议。

10．9．Neither Party hereto shall be liable for any fallure to perform its obligations under this Agreement due to a Force Majeure event．In the event of Force Majeure the Parties shall evaluate the obligations affected by the Force Majeure event，and shall mutually agree in writing on the measures to be taken or on the effect of such Force Majeure event on the Parties＇obligations hereunder．The Parties may agree that performance of a Party＇s obligations shall be suspended during the period of existence of such Force Majeure event as well as the period reasonably required thereafter to resume the performance of the obligation．The Parties shall use their best reasonable efforts to minimize the consequences of this Force Majeure．In the event of Force Majeure the Parties，shall discuss and mutually agree on the continued co－operation between the parties，including the necessity of termination of this Agreement．
双方籍不用承担由于不可拼力造成的任何协坟规定下的各息义务的执行失败。在不前抗力事件中的当事人应当对受不可抗力事雑影䀳的义务进行评估，并应当以丰面形式相互同意对不可抗力事种等影响当事人的义务采取补救措施。当直人双方呵以同意在这样的不可抗力时问期间中止段行双方的义务，以及整求合理的时期之后恢复执行义

务。双方应尽敢大的合理的努力使不可坑里造成的后果最小化。在不可抗力期间，双方要讨论亣至相同意双方粙续合作，包括终步协议必要性的探诃。

10．10．Nothing expressed or implied in this Agreement is intended or shall be construed to create or extend any rights or benefits to any third party，other than the Parties hereto．
除了本协议的双方，在这个协议中没有浓示，暗示聝被解释为创建或抽＂榐任何仅利或利藴任何给第第方。

10．11．Except to the extent of indemnification obligations related to Third Party claims， neither Party hereunder shall be liable for special，incidental，exemplary，indirect， punitive or consequential damages arising out of a Party＇s performance or non－ performance under this Agreement，whether based on or claimed under contract，tort （including such Party＇s own negligence）or any other theory at law or in equity．
除了达到第三方索变婄偿义务形程度，任何一方不应被承担因为一方的执行或不所行本协议引起的特殊，附带，惩筑性的，间接的，惩泡性或间接损害，无论是否基于
论。

11．TEQUESTA Banking details
TEQUESTA 银行信息

| Name of banks <br> Branch： <br> 銀庄多移 |  |
| :---: | :---: |
| Account Number 14乒 |  |
| Currency of Account： <br>  |  |
| Account Name：影 F | IR |
| swilt code： SWIFT 新形 | F |

Any changes to the above banking details of TEQUESTA will be advised by TEQUESTA to the Company in writing．In the event of the Company receiving what appears to be an instruction from TEQUESTA，amending the TEQUESTA banking details，the Company shall onty be entitled to act upon such instruction if it was received in writing from，or confirmed in writing with，the signatory to this Agreement．
上速银行资料的任何更改，TEQUESTA 需以拉画形式通知公嗍。如果公司接到 TEQUESTA
确认说明，公司不有权执行这个指令。

12．Binding Effect
约束力

With effect from the Agreement Date，this Agreement shall become unconditional and a legal， valid and binding obligation of each of the Parties．
从协议生效日期起，本协议将成为双庁无条件，合法，有效和有约束力的义多。

## 13．Signature in counterparts

## 答家学部本

This Agreement is made in English and may be executed in counterparts，each of which shall be deemed to be an original and which together shall constitute one and the same Agreement．


IN WITNESS WHEREOF the Parties have executed this Agreement on the date and at the place mentioned below．


gnature：
答学


## Annexure－ A

Statement of Advisory Services to be provided by TEQUESTA to the Company in respect of the Project as defined in Clause 1.1 of this Agreement
TEGLESTA 间公司就在本协议筙1．1条定义的项目提供的咨询服务的声明
TEQUESTA，with its long subsisting relationships in the territory of South Africa has agreed to provide the Company with the following services as part of its Advisory and Consulting Services on the Project：
间稚窝询服务的一部分：

1．Advise the Company on the regulatory，social，cultural and political framework in South Africa with respect to the Project；

2．Identify the various opportunities of participation in various Government and Private projects，leading to the shortlisting and focus on the current Project as contemplated in this Agreement；
项目；

3．Closely co－ordinate with the designated authorities to comprehend the applicable Government policies and advise the Company accordingly to ensure smooth execution of the Project；
可主管部门䋈密协讲，了解适用的政府政策，给公詞提供建议以确保䐜日的瞆相执行：

4．Provide consultancy on participating in the Tenders and bidding processes related to the Project on an ongoing basis；
就本项目，在参与投标和覚标过程的提供持续的咨询；
5．Assist the Company in negotiating with the Client on pricing levels in relation to the Project；

6．Assist the Company in increasing their footprint in Government and Private Projects in South Africa．

It is hereby noted and agreed between the parties that the above services are provided as a pre－ Project service and will conclude on the Company signing the Contract for the Project with the Client．The Company will not require any proof of delivery of the above services since it is understood that the Project would not have materialized without the active efforts of TEQUESTA to provide the Services listed above．

上列朋的服务，该项目将术会实现。

公司註冊虎 Companies Registry

周年申報表
Annual Return

## 

公司糖號 Company Number 2111262

1 公司名稱 Company Name

|  | Tequesta Group Limited |
| :--- | :--- |
|  |  |

2 商業名稱（如有的話）Business Name（If any）


3 公司類別 Type of Company
私入公司 Private company

公眾公司 Public company

4 本申報表的結算日期

## Date to which this Return is Made Up




For a private company，the information in this retum should be made up to the anniversary of the date of its incorporation．
For a publlo company，the return should be made up to the date that is 6 months after the end of ths eccounting reference period． For a company limited by guarantee，the retum should be made up to the date that is 9 months after the end of its accounting refierence period．）

5 違本表格交付的財務報表所涵蓋的會計期 Perlod Covered by FInancial Statements Delivered with this Form



6 註冊辦事處地址 Address of Registered Office

| FLAT A，15／F，HILLIER COMMERCIAL BLDG．， |
| :--- |
| 65－67 BONHAM STRAND EAST， |
| SHEUNG WAN， |
| 地區 Hong Kong <br> Region |


| 本處專用 For Official Use | Document Ref．No．．70000734637 |
| :--- | :--- |
|  | Submission Date：2206／2016 |
|  | Resubmission Date：－ |

## 表格 <br> fom NAR1

＂F＂p 2公司編躆 Company Number 2111262

7 電郵地址 Emall Address
ABBYLAI＠ONLINECOMPANYREGISTER．COM
8 按揭及押記 Mortgages and Charges
截至本申報表的結算日期，所有根㨿《公司條例》須向公司註冊處處長登隚的，惑若於1912年1月1日後設定便須如此登記的按揭及押記的負債總皟
Total amount of the indebtedness as at the date to which this return is made up in respect of all mortgages and charges which are required to be registered with the Registrar of Companies pursuant to the Companies Ordinance or would have been required to be so registered if created after 1 January 1912

9 無股本公司的成員人數 Number of Member（s）of a Company Not Having a Share Capital截至本申報表的結算日期的成員人數
Number of Member（s）as at the Date to which this Return is Made Up $\square$ 10 股本 Share Capital


11 公司秘書 Company Secretary
A．公司秘書（自然入）Company Secretary（Natural Person）


B．公司秘晝（法人團體）Company Secretary（Body Corporate）
中交名稱
Name in Chinese


| 香港地址 <br> Hong Kong Address <br>  <br> FLAT A，15／F HILLIER COMMERCIAL BUILDING， <br> $65-67$ BONHAM STRAND EAST，SHEUNG WAN， |
| :--- | :--- |

## 12 董事 Directors

## A．董事（自然人）Director（Natural Person）



12 董事 Directors（撌上頁 cont＇d）
B．董事（法人團骾）Director（Body Corporate）



英交名稱
Name in English
沒有資料填報 No information reported

地址
Address $\square$


公司編號 Company Number

（Only applicable to body corporate registened in Hong Kong）


中交名糐
Name in Chinese

英文名稱
Name In English


地址
Address


## 電郵地址 <br> Email Address


＂F＂p 6
表格 NAR1

## 公司編躆 Company Number

2111262

## 12 董事 Directors（績上頁 contd）

C．備任董事 Reserve Director
（只適用於只有一名成員而歾成員同時亦是唯一萓事的私人公司）
（Only applicable to a private company with only one member who is also the sole director of the company）


電郵地址 Emall Address


身分體明 Identfification
（a）香港身分證跣獂 Hong Kong Identity Card Number

（b）護億
Passport


## 13 有股本公司的成員詳情 Particulars of Member（s）of a Company Having a Share Capital

非上市公司的成員詳供列於附表一
Particulars of members of a non－listed company are listed in Schedule 1
上市公司的成員詳情列於附表二
Particulars of members of a listed company are listed in Schedule 2
14 公司紀錄 Company Records
公司傏存下列紀錄的地址（如並非備存於第 6 項所述的詿冊辩事废內）
Address where the following company records are kept（if not kept at the registered office stated In Section 6）


15 陳述書 Statement

現述明公司自最近一份周年申報表的結算日期起（如屬首份周年申報表，則自公司成立嫒法團的日期起），
期當日超過五十名，則超出五十名之數的成員，全屬根摭《公司㖼例》第11（2）條於計算公司成員人数時不包括在內的人。
The company has not，since the date of the last annuat return（or since the date of incorporation in the case of the first annual retum），issued any invitation to the public to subscribe for any shares or debentures of the company and that if the number of members of the company exceeds 50 as at the date of this return，the excess consists wholly of persons who，under section 11（2）of the Compenies Ordinance，are exduded in the calculation of the number of members of the company．

| $\begin{array}{\|c} \text { 提示 } \\ \text { Advisory Note } \end{array}$ |  All directors of the company are advised to read＇A Gulde on Directors＇Duties＇published by the Companles Registry and acquaint themselves with the general duties of directors outlined in the Guide． |
| :---: | :---: |



本申報表的結當日期
Date to which this Return is Made Up

附表一 ScReQule 1
（非上市公司適用 FOR NON－LISTED COMPANY）公司数路 Company Number

2111262

日 DD I 月 MM $/$ 年YYY
非上市公司的成員詳情（第 13 項）

## Particulars of Member（s）of a Non－listed Company（Section 13）

韯至本申報表的結㔍且期的成是群情 Particulars of Member（s）as at the Date to which this Return is Made Up股份類别 Class of Shares Ordinary

此頖伤股份的已解行總数 Total Number of Issued Shares In this Class 10,000



公司詿冊處 Companies Registry

2 公司秘書／蓍事的停任 Cessation to Act as Company Secretary／Director
A．現時在公司驻冊荿登記的詳情 Particulars Currently Registered with the Companies Registry


或 OR
公司秘晴／董事的詳情（法人團體）Particulars of Company Secretary／Director（Body Corporate）
中文及英文名袡 Chinese and English Names


B．停任詳情 Details of Cessation


上述董事或候補董事在停任日期後，是否仍然据任运公司的候補董事或董事㵶位？
Will this director or alternate director continue to hold office as alternate director or director in this company after the dabe of cessation？


| 本處專用 For Official Use | Document Ref．No．70000828188 |
| :---: | :---: |
|  | Submission Date：17／11／2016 |
|  | Resubmission Date：－ |

表管


身分謡明 Identlification
（a）香港身分登號䃘
Hong Kong Identity Card Number
（b）雚照
Passport

委任日期
Date of Appointment


上述董事或候補董事在獲得追次委任時，是否已絺是這公司的現任侯補董事或董事？
is this director or alternate director already an existing altarnate director or dinector in this company at the time of this appointment？

| 提示 <br> Advisory Note |  All directors of the company are advised to read＇A Gulde on Dinectors＇Dutles＇publilshed by the Companies Registry and aequalint themselves whit the general duties of dilrectors outined in the Guide． |
| :---: | :---: |

出任董事職位同意書 Consent to Act as DIrector
本人同意擔任忩司的董事，並硴認本人已年滿18歲。
I consent to act as a director of this company and connfirm that I have artained the age of 18 years，
．
Signed by PIN
SINGH，AASHIKA
董事 Director

表格 Form ND2A

| 身分 | 公司秘茟 | 董事 | 堠補董事 | 代替 Alternate to |
| :---: | :---: | :---: | :---: | :---: |
| Capacity | Company Secretary | Director | Alternate Director |  |
| 中文名糐 <br> Name in Chinese |  |  |  |  |



地址
Addres


電郵地址
Email Address


公司緍躆 Company Number

（Only applicable to body corporate ragistered in Hong Kong）
委任日期
Date of Appointment


上迶葶事或候補董事在獲得迫次委任時，是否已䋔是這公司的現任侯補董事或董事？
Is this director or aftemate director already an existing alternate director or director in this company at the time of this appointment？


| 提示 <br> Advisory Note |  All directors of the company are advised to read＇A Guide on Dinactors＇Duties＇published by the Companies Registry and acqualnt themselves with the general duties of directors outilned in the Guide． |
| :---: | :---: |

出任董事職位同意書 Consent to Act as Director

## 5 確嶉（滴用的話）Confirmation（If applicable）

名列本通知書内的每一名獲委任爲公司秘書的自然人通常居於香港。
Each natural person appointed as company secretary and named In thls Notice ordinarily resides In Hong Kong．

签署 Signed
姓名Name ：PAMM CORPORATE SECRETARY LIMITED
身分 Capacity ：公司秘書 Company Secretary
日期Date $\qquad$
17 ／ 11 ／ 2016 （日 DD ／月 MM／年 YMY ）

## BUSINESS DEVELOPMENT SERVICES AGREEMENT商业开发服务协

议
## CSR ZHUZHOU ELECTRIC

 LOCOMOTIVE CO．，LTD．（Reg．No．：430200000010144）
南车株洲电 s机车有限公洼
（注朋号：430200000010144）

## with

与

REGIMENTS ASIA LIMITED
（Reg．No．：2111264）
REGIMENTS 亚洲有限公司
（注胁号：2111264）

## Or its NOMINEE

哉其代理人
AGREEMENT NO．：SA－2015－2450
协议号：SA－2015－2450
AGREEMENT DATE：JUN．10， 2015协议日期：2015年6月10日

This Agreement is entered into by and between the following parties：

Regiments Asia Limited（hereinafter，referred to as＂REGIMENTS＂），a company duly incorporated and existing under the laws of Hong Kong，having its registered office at Flat $A$ ， 15／F，Hillier Commercial Bldg，65－67 Bonham Strand East，Sheung Wan，Hong Kong duly authorised and represented by the person signing this Agreement．




And
上

CSR Zhuzhou Electric Locomotive Co．，Ltd．（hereinafter referred to as the＂Company＂），a company duly incorporated and existing under the laws of the People＇s Republic of China， and having its registered offices at Tianxin，Zhuzhou，Hunan，duly authorised and represented by the person signing this Agreement．


（Hereinafter，REGIMENTS and the Company may be individually referred to as a＂Party＂，and collectively as＂the Parties＂．）
在下文中，REGIMENTS 相公司朝独被称为＂一庄＂，其同被称为＂政方＂。

## WHEREAS：

䈷青：
A．REGIMENTS，with its long subsisting relationships in the territory of South Africa （hereinafter＂The Territory＂）has acquired a familiarity with regulatory，social， cultural and political framework whereby it is capable to closely co－ordinate with the designated authorities to comprehend the applicable Government policies，identify the opportunities of participation in various Government and Private projects，lend consultancy on participating in various tenders and bidding processes and thus facilitating trade of goods and services concerning such projects．





The COMPANY is a global company specializing in the manufacture of Electric Locomotives and Spare Parts for the same，with a focus on emerging markets．The COMPANY has approached REGIMENTS to provide advisory services in respect of the Project，for expanding their business in the Territory and help it in achieving their BEE（Black Economic Empowerment）objectives in the Territory on a long－term basis．

务领域，并摮助它在长期的基研上实現血己的BEE（黑人经济擬兴法案）的目标。

B．The Parties have，after mutual discussions，acknowledged and agreed that they have suitable and complementary resources to jointly harness the opportunities in the Territory through a Business Development Services Agreement，whereby REGIMENTS will play active role in providing advisory services in respect of the Project，Business development and BEE structuring and management in the Territory．




In view of the above－set background，the Parties have agreed to reduce in writing their mutual understanding and their respective fundamental interests，rights， duties，obligations and liabilities in relation to the agency，their respective roles in this regard，the terms and conditions on which the Parties would implement the agency relationship and certain other matters thereto．

根据此协议执得代理关系以及其他妻樭。

1．Definitions and interpretation定义及释义

## 1．1．Definitions

定义

Certain terms are defined within the recitals and within the body text of this Agreement．In addition，the following terms shall have the following meaning：

＂Affiliate＂
＂Agreement＂
＂Agreement Date＂
＂Business Day＂
means，with respect to any Person，any other Person that， directly or indirectly，through one or more intermediaries， controls or is controlled by or is under common control with such person．


means this Agreement，including the recitals and schedules hereto，as the same may be varied or amended from time to time in writing by agreement of the Parties；


shall mean and refer to Jun． 10,2015 ；being the date of execution of this Agreement；
指的题2015行6月10日，本協议开始执行的日期。
means any day on which banking institutions in Hong Kong are open for business．
指在看混银行机构刑门营业的任何一天。
＂Force Majeure＂
＂Person＂includes any individual，company，corporation，firm， partnership，consortium，joint venture or association， whether a body corporate or an unincorporated association of persons．




1．2．Interpretation
解稀说眀
1．2．1．References to this Agreement or to any other instrument shall be a reference to this Agreement or that other instrument as amended，varied，novated，or substituted from time to time．
的来協议琙其倠揩导文件的强。

1．2．3．References to Recitals，Clauses and Schedules are references to recitals， clauses and sub clauses and schedules to this Agreement．
袝据的引用。

1．2．4．Words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and the neuter gender and vice versa．
度之为然。

1．2．5．Each of the representations and warranties provided in this Agreement are independent of other representations and warranties and unless the contrary is expressly stated，no Clause in this Agreement limits the extent or application of another Clause．
佂何条款不佥限制其佉条款的范国和应用。

1．2．6．＂In writing＂includes any communication made by letter or fax or e－mail．


1．2．7．The words＂include＂，＂including＂and＂in particular＂shall be construed as being by way of illustration or emphasis only and shall not be construed as，nor shall they take effect as limiting the generality of any preceding words．



1．2．8．References to a person shall be construed so as to include：

1．2．8．1．individual，firm，partnership，trust，joint venture，company， corporation，body corporate，unincorporated body，association， organization，any government，or state or any agency of a government or state，or any local or municipal authority or other governmental body（whether or not in each case having separate legal personality）；


立的法人筷格；

1．2．8．2．that person＇s successors in title and assigns or transferees permitted in accordance with the terms of this Agreement；and
租

1．2．9．References to a person＇s representatives shall be to its officers，employees， legal or other professional advisers，sub－contractors，agents，attorneys and other duly authorized representatives．



1．2．10．References to statutory provisions shall be construed as references to those provisions as are respectively amended or re－enacted or as their application is modified by other provisions（whether before or after the date of this

Agreement）from time to time and shall include any provisions of which they are re－enactments（whether with or without modification）．




2．2．11．All warranties，representations，indemnities，covenants，guarantees， stipulations，undertakings，agreements and obligations given or entered into by more than one person are given or entered into severally unless otherwise specified．



1．2．12．In the event that the date on which any act or obligation specified in this Agreement to be performed falls on a day which is not a Business Day，then the date on which the act or obligation is to be effected or performed shall take place on the next Business Day．
下一个莺业目。

12．13．This Agreement is the result of negotiations between，and has been reviewed by，the Parties and their respective counsel．Accordingly，this Agreement shall be deemed to be the product of the Parties，and there shall be no presumption that an ambiguity should be construed in favour of or against any Party solely as a result of such Party＇s actual or alleged role in the drafting of this Agreement．

黄度牫不合法角色，将故义解程为侷祖或反对任何一方。

2．Scope and Purpose of the Agreement and key principles


2．1．The Parties have entered into this Agreement to record their mutual understanding as regards their relationship and the manner in which such relationship shall be effectuated and implemented through this Agreement．
相卖的这种学条租行为。

2．2．The scope of this Agreement is the regulation of the rights and relationships of the Parties，both among themselves and with respect to Third Parties，with the aim of identifying，preparing and executing deals to supply the Company＇s Services in the Territory．
提供埧勄，准备菲执行交易的服务。

2．3．In order to achieve their joint commercial objective，the Parties shall operate this Agreement as per the terms and conditions set out herein．


2．4．Each Party agrees to co－operate with the other Party on the best effort basis．
观方宿意与另…努力合作。
2．5．Each Party hereby agrees and undertakes towards the other Party to perform and observe all of the provisions of this Agreement．
奴方同意并承诸复行并違守本胁议的所隹规定，
2．6．The Parties acknowledge that the broad parameters for the conduct of this Agreement（subject always to the terms and conditions of this Agreement）are to enable increase of the market share of Company＇s Services in the Territory and enhancement of the economic value of the Parties．



## 3．General Conditions of appointment

任侖的速朋条保
3．1．The Company hereby appoints REGIMENTS to provide advisory and consulting services in respect of the Project and to aid Business Development and to assist in achieving the Company＇s BEE objectives in the Territory．



3．2．The Parties hereby agree and acknowledge that they are independent contractors． No partnership，joint venture or employment is created or implied by this Agreement．
或雇酯的慗周。

3．3．During the period of the project，any penalty enforced by the Client to the Company shall be taken by REGIMENTS and deducted from the Advisory Fee as per Clause 6， except that caused by the fault of the Company，such as failure to deliver or product defect．



## 4．Duties and Responsibilities of REGIMENTS

REGIMENTS 的职筫和责任
4．1．REGIMENTS shall provide advisory services in respect of the Project and will assist the Company to improve its market share in the Territory and continue good relations and achieve milestones with its clients．



4．2．In particular，REGIMENTS shall：
REGIMENTS 元其需要解好以下T作：
4．2．1 advise the Company on the regulatory，social，cultural and political framework in the Territory with respect to the Project；
廷议；

4．2．2 closely coordinate with the designated authorities to comprehend the applicable Government policies and advise the Company accordingly to ensure the successful award and smooth execution of the Project；



4．2．3 provide consultancy to the Company on participating in the Tenders and bidding processes related to the Project；

4．2．4 assist the Company in negotiating with the Client on pricing levels in relation to the Project；

4．2．5 Assisting the Company in increasing their footprint in relation to the Project．


4．3．In providing the Services，REGMMENTS shall faithfully and diligently perform its obligations in a competent manner，comply with all applicable laws and regulations， act in the best interests of the Company and adopt the best practice in relation to all relevant matters，

来处理所有相美通务。

4．4．REGIMENTS shall indemnify，defend and hold harmless，at it＇s own expense，the Company and its personnel from and against any and all actions，claims，losses， liabilities，penalties，damages and related costs and expenses incurred by or asserted against any of them where such actions，claims，losses or damages are the result of bad faith，wilful default or gross negligence of REGIMENTS or its staff．





4．5．REGIMENTS shall provide all necessary information，advice and assistance to the Company in the territory with regard to the Project and on the process for the awarding of the Contract as well as the normal performance by the Company as per the contract to ensure the smooth execution and the success of the project．



4．6．REGIMENTS shall consult with the Company for the pricing strategy and be responsible for the performance including but not limited to all obligations associated with the fight for the project，until the Company get the Contract and fulfil all rights and obligations of the Contract．Especially，undertakes support and assist the Company for the timely payments and／or return of bank guarantees
released by the Client until the fulfilment of all rights and obligations of the finished contract．


需霊定现的权利利义务。

4．7．REGIMENTS shall advise the Company on the relevant local legislation and practices， laws，regulations，policies and changes thereto in connection with the Project on as and whenever necessary．
给公周提便建议。

4．8．REGIMENTS shall not，unless expressly agreed by the Company in writing：

4．10．1 make any representation on behalf of the Company；


4．10．2 have any power to negotiate or conclude any agreement including the Contract on behalf of the Company；
代表公到捱有权利读制或镜结任何加议，包挂术合同；
4.10 .3 give any guarantee or warranties to any third party on behalf of the Company；


4．10．4 have any authority or power to commit the Company to any financial outlay or responsibility．

4．10．5 exceed the authority contained in this Agreement．超出本协议中的授权：

4．9．REGIMENTS will have a period of one year from date of Agreement to deliver the Project，failing which this agreement will automatically terminate and the Parties can then decide on its resurrection or not，by written agreement．



4．10．REGIMENTS will inform the Company timeously in writing if it wishes to appoint a nominee to carry on with the provisions of this Agreement in its place．

5．Duties and Responsibilities of the Company
公司的职责和青任
5．1．The Company shall on its own make necessary submissions of proposals and documents as per the requirements of the bidding documents，wherever applicable， in the most competitive manner．
投标突䰟利文倠。

5．2．The Company shall be responsible to study，understand and interpret the requirements of the bids or offers on its own or in conjunction with its Partners and REGIMENTS shall in no way be liable for any misconstruction of any clause mentioned therein．



5．3．The Company shall alone be responsible for complying with all conditions and for all after sale support services to the clients and REGIMENTS shall not be obligated for any consequent liabilities arising out of the same，whatsoever．



6．Remuneration，payment terms etc．蒜酸，付箱条珄等

6．1．1．Provided that the Contract is awarded to the Company for any part of the Project，the Company shall pay an amount equivalent to $21 \%$（twenty one percent）against the actually participated contract amount of the Company， including variations and extensions to REGIMENTS（the Service Fee）．



6．1．2．The Service Fee will be paid to REGIMENTS as follows：


6．1．2．1．A percentage of the Contract amount will be treated as
－Success Fees and
－Certain other milestone payments
and will become payable after the signing of the Contract between the Company and the Client and the receipt of the advance payment by the Company from the Client，and on reaching the said milestones respectively．These amounts will be determined closer to the time of finalization of the Contract and will be detailed in an addendum to this Agreement．

－成场関，相


该协议期承的形式予以酶定。

6．1．2．2．The remaining amount will be paid in proportion to the payment received by the Company from the Client．The Parties agree that proportion and period is subject to the cash flow received from the Client．The detailed mechanism for this arrangement will be outlined in
a separate addendum to this Agreement closer to the time of finalisation．




6．1．2．3．Within thirty（30）days after receipt of the payment by the Company from the Client；and


6．1．2．4．With the amount in the same currency as the payment received by the Company but in a currency to be intimated by REGIMENTS in each invoice that will be submitted by REGIMENTS to the Company．The exchange rate will be fixed on the date payment is received by the Company from the Client
金额接照公司取䕀相同的货雨，但支㸯按照 REGIMENTS 提供给公
定。

6．1．2．5．All of the income tax and other types of taxes（if any）may be levied by and banking charges in Mainland China related to the payment shall be borne by the Company．All other taxes and banking charges outside of Mainland China shall be borne by REGIMENTS．

租银行费用将其 REGIMENTS 承担。

6．1．2．6．For the sake of clarity，save as otherwise provided in this Agreement， each party shall bear its own costs and expenses incurred in negotiating and entering into this Agreement and pursuing，furthering and fulfilling the rights and obligations set forth herein．
门本期义及进一步执行其被利与义务租关的成本暞賏用。

## 7．Term and Termination

排程利終 17．1．This Agreement shall be effective from the Agreement Date and will remain valid for a term that is concurrent with and equal to the term of the Project．


7．2．Notwithstanding the aforementioned，if either Party hereto commits a breach of this Agreement or defaults in the performance of any obligation hereof，and if such default or breach is evidenced and not rectified within 14 （fourteen） business days after the same has been called to the attention of the defaulting Party by a written notice from the other Party；then the non－defaulting Party，at its option，may thereupon terminate this Agreement by submitting a written notice to the other Party．

方有数㥜过发送书面通知终止本协议。

7．3．Any expiration or termination of this Agreement pursuant to Clause 7.2 shall be without prejudice to any other rights or remedies to which a Party may be entitled hereunder or at law and shall not affect any accrued rights or liabilities of either Party．
接掑 7.2 诺旬，本协议的任何到期或终止不应该影蜊其他当等人根据本协议和


## 8．Liability provisions责住规定

8．1．Each Party undertakes to cause its employees，agents，and Affiliates，as long as they are associated with terms of this Agreement，to respect and comply with this Agreement．
双方原诺，只要暞本协议相关的其扉员，代理以及关联机构，都应違守本协议。

In any case，each Party undertakes to collaborate in good faith with each other to avoid or minimize any disadvantage or harm affecting the other Party．佂何情兄下，双方京诺相互真议的合作以避免或最小化对对方的不利影磵。

8．2．The provisions of Clause 9 shall continue to apply following the expiration or termination of this Agreement and for a period of Five（5）years thereafter．
条款 9 应在该协议期满或终止后 5 作内持续有效。

## 9．Confidentiality

保密性
9．1．During the course of this Agreement，one Party（the＂Discloser＂）may，on a case－ by－case basis，disclose to the other Party（the＂Recipient＂）certain Confidential Information all of which shall be regarded as confidential．＂Confidential Information＂means any information as the Discloser may from time to time provide（or have supplied or disclosed on its behalf）to the Recipient，including all financial or other information relating to its business affairs or the business affairs of the Affiliates，whether orally or in a written，physical or visual form， regarding the products，activities，including（without limitation）data，software systems，information technology，products，applications together with analyses， compilations，forecasts，studies or other documents prepared by the Discloser （including，but not limited to，lawyers，accountants，consultants and financial advisers）and／or its Representatives which contain or otherwise reflect information about the Discloser and／or its Affiliates．




万开能不盰地提佂给接牧方的信笖（或为其提供或披露），包转所存金解或其他
形式。

9．2．The Recipient shall at all times during the term of this Agreement and for a period of five（5）years following its termination，hold all Confidential Information which it acquires from Discloser under the terms of this Agreement， or otherwise，in strict confidence and shall not disclose such information to any third party or duplicate，transfer，or use directly or indirectly，the Confidential information other than in Recipient＇s performance of its obligations under this Agreement．


方用小执行其在本标议下的义备。

The foregoing restrictions shall not apply to any information which：（i）is or becomes generally available to the public other than as a result of a breach of obligation by Recipient；or（ii）is lawfully acquired from a third party who owes no obligation of confidence in respect of the information；or（iii）Recipient is required to disclose by law（provided that Recipient shall assert the confidential nature of the information and give immediate written notice to Discloser and assist Discloser in obtaining a protective order against such disclosure）．





9．3．Upon request of Discloser，or upon the expiration or any earlier termination of this Agreement，Recipient shall promptly return all copies of the Confidential Information in whatever form or media，to Discloser or，at the direction of Discloser，destroy the same．Recipient shall certify in writing to Discloser such return or destruction within ten（10）days of the date of Discloser＇s request．


信息已绖返国或者销毁。

9．4．Subject to all other terms of this agreement，this Agreement and its Annexes are also Confidential Information and either party shall not disclose，advertise or publish the terms or conditions of this Agreement or the Annexes without the prior written consent of the other party．



10．Miscellaneous
其他

10．1．All notices required or permitted to be given under this Agreement shall be in writing，shall be given to the other Party and shall be deemed given to a Party when：



10．1．2．delivered to the appropriate address by hand or by overnight courier service （costs prepaid）；

10．1．3．sent，if sent by facsimile（with confirmation by the transmitting equipment）； or

10．1．4．received by the addressee，if sent by certified mail，return receipt requested；理过收件人接收，加果是挂号信，零求这回收条；
in each case to the following addresses and facsimile numbers and marked to the attention of the person（by name or title）designated below（or to such other address，facsimile number or person as a Party may designate by notice to the other Party）：
佂何一种情淠到以下地址和传真号酸，并标示提的以下指定人的洼意（或者一方掊面進知另一方指定的地垃，传其号和琙人）：

## REGIMENTS：

## REGIMENTS Asia Limited

For the attention of：Mr．Salim Essa

## The Company：

CSR ZHUZHOU ELECTRIC LOCOMOTIVE CO．，LTD．
For the attention of：Mr．Wang Pan
All correspondence，exchange of information，documents between the Parties，with Customers／third parties shall take place in English language．

10．2．No Party may assign any interest，benefit，right or obligation under this Agreement to any Person without having obtained the prior written consent of the other Party． It shal be a condition of any assignment that the assigning Party gives prior written notice to the other Party and to the Third Party including any Authority（if required by Law or any contract）of its intention and that such Person，provides prior written confirmation that it does not object to such intended assignment，and with respect to an assignment to non－Affiliates that the other Party provides prior written confirmation that it does not object to such intended assignment．Furthermore，it shall be a condition of any assignment that the new participant shall have to ratify this Agreement in writing and accept to be bound by and adhere to the provisions of this Agreement，and in any event of assignment to an Affiliate as specified above， the assigning Party shall continue to guarantee the performance of the new participant under this Agreement and in any event of assignment，it shall also continue to be bound by the exclusivity and confidentiality provisions set forth herein．
在此协议下的任何一方在没有另一方事先掊面同童的情况下不得分配利筒，收益权利或义务。任何发生转让的条件是，转让方提供拉面通艮给另一方和第三







10．3．If any provision of this Agreement is or becomes illegal，unenforceable or invalid under the law of any jurisdiction applicable to the Parties，neither the legality， validity or enforceability of the remaining provisions of this Agreement nor the legality，validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired thereby；provided，however， that if such severability materially changes the economic benefits of this Agreement to a Party，the Parties shall negotiate an equitable adjustment in the provisions of this Agreement in good faith．



调整方案。

10．4．This Agreement（including any annexes thereof）sets forth the full and complete understanding of the Parties as of the date of execution of this Agreement and supersedes all other prior negotiations，agreements，and understandings of the Parties with respect thereto．No Party shall be bound by any other obligations， conditions or representations with respect to the subject matter of this Agreement．




10．5．No waiver of any of the provisions of this Agreement shall be deemed to be or constitute a waiver of any other provision whether similar or not．No single waiver shall constitute a continuing waiver．



10．6．Neither this Agreement nor any of the terms hereof may be amended， supplemented，waived or discharged unless the Parties so agree in writing．
有防面胞同意。

10．7．Nothing in this Agreement，except to the extent explicitly provided，shall be construed to create an association，trust，partnership，joint venture，or other fiduciary relationship between the Parties or to impose a trust or partnership duty， obligation or liability between the Parties．No Party shall by virtue of this Agreement be deemed to be the representative of the other Party for any purpose whatsoever，and no Party shall have the power or authority as agent or in any other capacity to represent，act for，bind，or otherwise create or assume any obligation on behalf of any other Party for any purpose whatsoever，except specifically agreed in writing by the other Party．

Confidential：Busimess Services Agreement No．SA－2015－2450：CSR Zhuzhou \＆REGIMENTS
企业，或其他信托美素，或强制实竢信托或伙伴关系的静任，双方的义务或责
权力或权感作为代理或代表任抲其他能力，行动，线定，或者创廷或属担任何义


10．8．This Agreement may be executed in one or more duplicate counterparts and when executed by all of the Parties shall constitute a single binding agreement．
当构成一个㫿一具有約束力的协议。

10．9．Neither Party hereto shall be liable for any failure to perform its obligations under this Agreement due to a Force Majeure event．In the event of Force Majeure the Parties shall evaluate the obligations affected by the Force Majeure event，and shall mutually agree in writing on the measures to be taken or on the effect of such Force Majeure event on the Parties＇obligations hereunder．The Parties may agree that performance of a Party＇s obligations shall be suspended during the period of existence of such Force Majeure event as well as the period reasonably required thereafter to resume the performance of the obligation．The Parties shall use their best reasonable efforts to minimize the consequences of this Force Majeure．In the event of Force Majeure the Parties，shall discuss and mutually agree on the continued co－operation between the parties，including the necessity of termination of this Agreement．



的时期之后恢复执行义务。双方应尽最大的合理的娢力使不可坑里造成的后果最小化。在不而抗力期间，如方要讨论开互相同意双方综续合作，包括终止协议必婁性的探讨。

10．10．Nothing expressed or implied in this Agreement is intended or shall be construed to create or extend any rights or benefits to any third party，other than the Parties hereto．
除了本协议的双方，在这个协议中没有表示，瞕示或被解稀为创建或扩＂長任何数利或利致任何给第三方。

10．11．Except to the extent of indemnification obligations related to Third Party claims， neither Party hereunder shall be liable for special，incidental，exemplary，indirect， punitive or consequential damages arising out of a Party＇s performance or non－ performance under this Agreement，whether based on or claimed under contract， tort（including such Party＇s own negligence）or any other theory at law or in equity．除了达到第三方察曈垎傥义务的程度，任何一方不应被承担因为一方的执行或

或极察理论。

10．12．This Agreement shall be governed and construed in accordance with the laws of Hong Kong．该协议收香港法律管䢂。

10．13．The English language shall be the language used for all purposes of this Agreement．栲协议所使制的语言为荤语。

11．REGIMENTS Banking details REGIMENTS 银行信悬


Any changes to the above banking details of REGIMENTS will be advised by REGIMENTS to the Company in writing．In the event of the Company receiving what appears to be an instruction from REGIMENTS，amending the REGIMENTS banking details，the Company shall only be entitled to act upon such instruction if it was received in writing from，or confirmed in writing with，the signatory to this Agreement．
上述银行资料的任何更改，REGIMENTS 需以拈面形式通知公前。如果公司接到
活面说明或者疒面确认说明，公絧水有权执行这个指令。

## 12．Binding Effect

约体力

With effect from the Agreement Date，this Agreement shall become unconditional and a legal，valid and binding obligation of each of the Parties．

13．Signature in counterparts笭字剧本

This Agreement may be executed in counterparts，each of which shall be deemed to be an original and which together shall constitute one and the same Agreement．


## ＂H＂p 19

IN WITNESS WHEREOF the Parties have executed this Agreement on the date and at the place mentioned below．

SIGNED AT SANDTON ON THIS THE $10^{\circ}$ D DAY OF JUNE 2015

管市ず
For and on behalf of REGIMENTS ASIA LIMITED．



## Annexure－A

附件－A
Statement of Advisory Services to be provided by REGIMENTS to the Company in respect of the Project as defined in Clause 1.1 of this Agreement

REGIMENTS，with its long subsisting relationships in the territory of South Africa has agreed to provide the Company with the following services as part of its Advisory and Consulting Services on the Project：



1．Advise the Company on the regulatory，social，cultural and political framework in South Africa with respect to the Project；

2．Identify the various opportunities of participation in various Government and Private projects，leading to the shortisting and focus on the current Project as contemplated in this Agreement；
目前顶日：

3．Closely co－ordinate with the designated authorities to comprehend the applicable Government policies and advise the Company accordingly to ensure smooth execution of the Project；
利执行：

4．Provide consultancy on participating in the Tenders and bidding processes related to the Project on an ongoing basis；

5．Assist the Company in negotiating with the Client on pricing levels in relation to the Project；

6．Assist the Company in increasing their footprint in Government and Private Projects in South Africa．

It is hereby noted and agreed between the parties that the above services are provided as a pre－Project service and will conclude on the Company signing the Contract for the Project with the Client．The Company will not require any proof of delivery of the above services since it is understood that the Project would not have materialized without the active efforts of REGIMENTS to provide the Services listed above．




1 公司名稱 Company Name


2 商業名稱（如有的話）Business Name（If any）


3 公司類別 Type of Company

$\square$| 私人公司 |
| :--- |
| Private company $\quad \square$ |
| 公眾公司 |
| Public company |

4 本申報表的結算日期

## Date to which this Return is Made Up




For a private company，the information in this retum should be made up to the anniversary of the date of its incorporation．
For a public company，the retum should be made up to the date that is 6 months after the end of the accounting reference period．
For a compeny limited by guarantee，the retum should be made up to the dete that is 9 months after the end of its accounting reference period．）

5 違本表格交付的財務報表所涵蓋的會計期 Perlod Covered by FInancial Statements Dellvered with this Form



6 註冊辦事處地址 Address of Registered Office

| FLAT A，15／F，HILLIER COMMERCIAL BLDG．， |
| :--- |
| $65-67$ BONHAM STRAND EAST， |
| SHEUNG WAN， |
| 地區 Hong Kong <br> Region |


| 本處專用 For Official Use | Document Ref．No．70000734685 |
| :---: | :---: |
|  | Submission Date：22／06／2016 |
|  | Resubmission Date：－ |

## $\underset{\substack{\text { 表格 } \\ \text { Fom }}}{ }$ NAR1

7 電郵地址 Emall Address
ABBYLAI＠ONLINECOMPANYREGISTER．COM
8 按揭及押記 Mortgages and Charges
截至本申報表的結算日期，所有根譃《公司條例》須向公司註冊處废長登隚的，或若於1912年1月1日後設定便領如此登記的按揭及押記的負債總額
Total amount of the indebtedness as at the date to which this return is made up in respect of all mortgages and charges which are required to be registered with the Registrar of Companies pursuant to the Companies Ordinance or would have been required to be so registered if created after 1 January 1912

9 無股本公司的成員人數 Number of Member（s）of a Company Not Having a Share Capital截至本申報表的結算日期的成員人數
Number of Member（s）as at the Date to which this Return is Made Up $\square$
10 股本 Share Capital


## 

公司絾號Company Number
2111264

11 公司秘書 Company Secretary
A．公司秘書（自然人）Company Secretary（Natural Person）


B．公司秘晝（法人團體）Company Secretary（Body Corporate）
中交名稱
Name in Chinese



## 表格 <br> Form

## 12 董事 Directors

## A．董事（自然人）Director（Natural Person）



## 12 董事 Directors（偵上頁 cont＇d）

B．董事（法人團體）Director（Body Corporate）


中文名梇
Name In Chinese


英文名稱
Name
English
浔有資料填報 No information reported

地址
Address



2 身分
Capacity


重事
$\square$ 候補董事

中文名稱
Name in Chinese

英文名稱
Name In English


地址
Address


## 電郵地址 <br> Email Address



表格
fom NAR1

J＂ D 6
公司編躆Company Number

## 12 董事 Directors（潥上頁 contd）

C．備任董事 Reserve Director
（只適用於只有一名成員面該成員同時亦是唯一董事的私人公司）
（Only applicable to a private company with only one member who is also the sole director of the company）


電郵地址 Emall Address


身分體明 Identfification
（a）香港身分證跣㕆 Hong Kong Identity Card Number

（b）護億
Passport


## 13 有股本公司的成員詳情 Particulars of Member（s）of a Company Having a Share Capital

非上市公司的威員詳供列於附表一
Particulars of members of a non－listed company are listed in Schedule 1
上市公司的成員詳情列於附表二
Particulars of members of a listed company are listed in Schedule 2

## 14 公司紀錄 Company Records

公司傏存下列紀䤸的地址（如並非備存於第 6 項所述的諘冊辩事废队）
Address where the following company records are kept（if not kept at the registered office stated In Section 6）


15 陳述書 Statement

現述明公司自最近一份周年申報表的結算日期起（如屬首份周年申報表，則自公司成立嫒法團的日期起），
期當日超過五十名，則超出五十名之數的成員，全屬根廑《公司㖼例》第11（2）條於計算公司成員人數時不包括在內的人。
The company has not，since the date of the last annuat return（or since the date of incorporation in the case of the first annual retum），issued any invitation to the public to subscribe for any shares or debentures of the company and that if the number of members of the company exceeds 50 as at the date of this return，the excess consists wholly of persons who，under section 11（2）of the Compenies Ordinance，are exduded in the calculation of the number of members of the company．

| $\begin{array}{\|c} \text { 提示 } \\ \text { Advisory Note } \end{array}$ |  All directors of the company are advised to read＇A Gulde on Directors＇Duties＇published by the Companles Registry and acquaint themselves with the general duties of directors outlined in the Guide． |
| :---: | :---: |


| 簽署 Signed | ：Whe | Signed by PIN |
| :--- | :--- | :--- |
| 綪名 Name | ：PAMM Corporate Secretary Limited |  |

身分 Capacity ：公司秘書 Company Secretary
日期 Date ： 22 ／ 06 ／ 2016

本申報表的結覚日期
Date to which this Return is Made Up

## 附＂表 ${ }^{\circ}{ }^{\circ}$ Schedule 1

（非上市公司適用 FOR NON－LISTED COMPANY）公司緾號 Company Number

2111264

日 DD I 月 MM $/$ 年 YMY
非上市公司的成員詳情（第 13 項）

## Particulars of Member（s）of a Non－listed Company（Section 13 ）

韯至本申報表的結算日期的成是㢹情－Particulars of Member（s）as at the Date to which this Return is Made Up股份類别 Class of Shares Ordinary

此頼别股份的已毅行總数 Total Number of Issued Shares In this Class 10,000


更改公司秘書及董事通知書（委任／停任）
Notlce of Change of Company Secretary and Director（Appointment／Cessation）

1 公司名稱 Company Name
Regiments Asia Limited

2 公司秘書／畫事的停任 Cessation to Act as Company Secretary／Director
A．現時在公司挂冊䖏登記的詳情 Particulars Currently Registered with the Companies Registry


或 OR
公司秘晴／董事的詳情（法人團體）Particulars of Company Secretary／Director（Body Corporate）
中文及英文名䅐 Chinese and English Names


B．停任詳情 Details of Cessation


上述董事或候補董事在停任日期後，是否仍然据任适公司的候補董事或董事㵶位？
Will this director or alternate director continue to hold office as alternate director or director in this company after the dabe of cessation？


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| :---: | :---: |
|  | Submission Date：17／11／2016 |
|  | Resubmission Date：－ |

表管

2111264


身分侸明 Ident｜fication
（a）香港身分證號䲽 Hong Kong Identity Card Number
（b）翟照 Passport

委任日期
Date of Appointment

| 簽骚國家 Issuing Country | India |  |
| :---: | :---: | :---: |
| $\begin{gathered} \text { 號焗 } \\ \text { Number } \end{gathered}$ | L1999184 |  |

上述董事或候補董事在獲得追次委任時，是否已䋸是這公司的現任侯補董事或董事？
Is this dirsector or alternate director already an existing altarnate director or director in this company at the time of this appointment？

| 提示 Advisory Note |  All directors of the company are advised to read＇A Gulde on Directors＇Dutles＇published by the Companles Reglstry and acqualint themselves whit the general duties of dilrectors outined in the Guide． |
| :---: | :---: |

出任董事職位同意書 Consent to Act as DIrector
本人同意擔任忩司的董事，並硴認本人已年滿18蔵。
I consent to act as a director of this company and connfirm that I haye artained the age of 18 years，

統素
Signed by PIN
SINGH，AASHIKA
董事 Director

| 身分 | 公司秘書 | 董事 | 候補董事 | 代替 Alternate to |
| :---: | :---: | :---: | :---: | :---: |
| Capacity | Company Secretary | Director | Alternate Director |  |
| 中文名糐 Name in Chinese |  |  |  |  |



地址
Addres


電郵地址
Email Address


公司䋖號 Company Number

（Only applicable to body corporate registered in Hong Kong）
委任日期
Date of Appointment


Is this director or alternate director already an existing alternate director or director in this company at the time of this appointment？


| 提示 <br> Advisory Note |  All directors of the company are advised to read＇A Guide on Diractors＇Duties＇published by the Companies Registry and acqualnt themselves with the general duties of directors outilned in the Guide． |
| :---: | :---: |

出任薫事職位同意書 Consent to Act as Director

## 5 確嶉（滴用的話）Conflimation（If applicable）

名列本通知書内的每一名獲委任爲公司秘書的自然人通常居於香港。
Each natural person appointed as company secretary and named In thls Notice ordinarily resides In Hong Kong．

簽署 Signed
姓名 Name ：PAMM CORPORATE SECRETARY LIMITED
身分 Capacity ：公司秘書 Company Secretary
日期 Date $\qquad$ （日 $\mathrm{DD} /$ 月 MM／年 YPY ）

From：
Business Man
Sent：
Sunday， 22 March 2015 4：10 PM
To：
Subject：
Attachments：

## Ashu

Fwd：转发：
Final CSR 2015 workings．xlsx

[^17]Subject：转发：
$===========$ Forwarded message $===========$
Dear Sir
FYI
Regards！

原始邮件
－－－－－－－－－－－－－－－－－－
发件人：＂Bansal Rupesh＂；＜replyrb＠googlemail．com＞；
发送时间：2015年1月6日（星期二）晚上9：34
收件人：＂zhangminyu＂＜zhangminyu54642＠qq．com＞；
主题：（无主题）

This message has been scanned for viruses and dangerous content by MailScanner，and is believed to be clean．

## "J" p 2

359, 100 and 95 PROJECT WORKINGS

| HEADS | 359 Project | 100 Project | 95 Project | TOTAL |
| :---: | :---: | :---: | :---: | :---: |
| Each Loco Value | ZAR 50.48m | ZAR 44m | ZAR 28.28m |  |
| PROJECT VALUE | ZAR 18122.32 m | ZAR 4400 m | ZAR 2686.60 m | ZAR 221522.32 m |
| Total receivables will be from CSR for the whole Projects ( $20 \%$ for 95 and $21 \%$ for 359 \& 100) | ZAR 3805.6872 m | ZAR 924 m | ZAR 537.32m | ZAR 5267.0072 m |
| CSR PAID till today (6th Jan 2015) including all transfers. (NOTE: CSR Paid at different times when it was due and CSR applied various Forex rate ZAR/USD at the time of payment, JJT/CGT received all in USD) | USD 107203921 |  | USD 16699902.89 | USD 123,903,822.89 |
| Receivables from CSR | $21 \%$ is Total Receivables (2\% Advance Success Fee \& 19\% Receivables on actual basis when it is due from CSR) |  | $20 \%$ is total receivables | ZAR 5267007200 |
| "JJT/CGT" and Expenditures | Out of $2 \%$ Success Fee $=(1 \%$ Success Fee for JJT and $1 \%$ expenditures) Out of 19\% CSR receivables, JJT receives $15 \%$ and expenditure is $85 \%$ |  | Out of 20\% receivables $=($ CGT Receives $15 \%$ and expenditures 85\%) |  |
| HENCE Receivables FIGURES WILL BE FOR WHOLE PROJECT | Expenditures ZAR 3862577880$\text { JJT = ZAR } 867109320$ |  | $\begin{gathered} \text { Expenditures }=\text { ZAR } 456722000 \\ \text { CGT }=\text { ZAR } 80598000 \end{gathered}$ | ```Total Expenditures = ZAR 3908250080 JJT/CGT = ZAR 947707320``` |
| Expenditures | (A)SUCCESS FEE expenditures. $\qquad$ 85\% of remaini 55413297.75 | USD 21005903) (B) <br> eivables = USD ditures done | $85 \%$ of receivables $=$ USD 14194917.45 expenditures done | $\begin{gathered} \text { Total Expenditures = USD } \\ 90614118.20 \end{gathered}$ |
| JJT/CGT | (A)SUCCESS FEE retai <br> (B) $15 \%$ of rema 9778817.2 | USD 21005903) <br> y JJT <br> balance $=$ USD <br> ined by JJT | $15 \%$ of receivables = USD <br> 2504985.43 retained by CGT | $\text { JJT/CGT = USD } 33289705.68$ |
| PLEASE NOTE | 1. JJT/CGT in total have to receive ZAR 5267007200. CSR has made several payments using applicable forex rates to transfer ZAR into applicable USD. |  |  |  |
|  | 2. Request CSR to inform that in total how many ZAR CSR has transferred and applicable exchange rate for which (JJT/CGT) received in total USD 123,903,822.89 till now. |  |  |  |
|  | 3. The above ZAR amount which was used to transfer USD $123,903,822.89$, this can be deducted from total receivables ZAR $5267,007,200$. This figure will give the balance dues total from CSR. |  |  |  |
|  | 4. The above balance "X" amount in ZAR to be paid by CSR in Future to JJT/CGT and JJT/CGT have to account $85 \%$ towards expenditures. |  |  |  |

$$
K^{\prime \prime} p 1
$$

## Addendum to Agreements

```
Bigned betvreen
```


## CRRC (Hong Kong) Co., Ltd.

(Rug. No. $38133264000-04-14$ )

## and

Regiments Asia Limited.
(Reg. No. 2111284)
and

Tequesta Group Ltd.
(Reg No. 158288)
dated

August, 2016.

## 1 PREAMBLE

### 1.1. Whereis the Partiss theve olfond the following Agrementir


 betwein CSR (Hong Kong) Co, Led (horamar : C8R HK) and Regimente Asele Umited (Regimentr),
b. the Buinets Devilophent Services Agreement for 300 Eladric Locomotivel Profect ( 350 Profect Agremment) dited $18^{\circ}$ May, 2015 betweon CSR HK and Tequerth Group (id. (Toquesth).
which outine the relfitionship between the parties and the wime of burhese betwem the Pertiee with respect to each trensectlon;
12 Whereas the Parien had provicusty agreed that CSR HK would whthhoid 15\% of eich of the embuntr due and payabla respectively to Reglinents and Tequeste for a period not longer then 30 dirys from the date CSR recolves their final peyment from Transnet;
1.3 Wherses the Parties hive now agreed to make cortaln amendments to the atove Apreomertis;
14. Whersas CSR (Hong Kong) Co., Ltd hall changed tts name Into CRRC (Hong Kong) Co. Ltt. (CRRC HK).

## 2 AMENDMENT

The Paties now hereby agree to ne-structure the payment method as foliows:
21. Thai with effectiveness of this Addendum CRRC HK will no longer withhold any smount from the amounts that are due and payable to Reginents and Tequesta against the above Agrements. The amounts due to Ragiments and Tequeste will be paid by CRRC Hik without min offsat, deduction or adjustments against invoicos supplied by Reginents and Taquesta except thet (1) the Contrict for Malntenance Profect Under the Business Development Services Agrement (No: SA-2015-2450) betweon CSR ZELC and Regiments dated $10^{\text {t }}$ June, 2015 is signed between Transmet and CRRC ZELC sixty (60) business days after recelved LOA as long as CRRC don't cause any delays and (2) E-maintenance for at least 95 Project or 100 Project have been effective and executed before October 2018 under the Meintenance Project as long as CRRC dont delay any process. If the above-nentioned two conditions are not achieved, CRRC HK will be entited to withdraw $15 \%$ of all paid amount under 100 Project Agreement and 359 Prolect Aoreement by the same amount due and payable under
"K" p 3

## 35 P Propat Agremment higned butwent CSR HK nnd Tequente datad $18^{n}$ My 2015


 provoul cectimuleted mount of Uus $15,144,51018$ behe the $15 \%$ of the


Detind ematnt peld mad whithed by CRRC HK to Regiment under 100 Project Aorearmant ul date on 3 A Ancus $2010:$


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In fortideration of the previous mingement, the Parties herthy egres that CRRC' HK will withold $100 \%$ of the amounts due ende peyable to Regiments and Tequeste for the last 95 locomotives under the 350 Profect Agreernent, even if the quantity of 359 locomotives may be changed by customer. This franstater to $15 \%$ of the agred amount Undor the 100 Projed Agreement and 359 Project Agroament. The smount so withold witl be released to Replments or Tequesta by CRRC HK within SO day atter the final peyment th recelvid by CRRC trom Trinsiot, provided there is no claim by any Interested party dumig this 00 day phiod. Retentions on -ccount of performance guarmete will nor be considered for this purpose.

The P attes agree tit the amounts witheld es per Clause 2.3 sbove my be used by CRRC bo ofset zny amounts that GRRG might have to pay any interestad paity up to a maximim of $16 \%$ of the total momit due and
 Ficoments of suct clemi ond provide Reciments whi proof of such phymunt oth interetad paty

25 The Pathet further agrex that onot Bna paymat a muct to Roginerts or
 Regfinentlo or Tequedta for the mounts peid over to Regintents of Tuquepte for uty tempon whirsower.
3 ALL OTHER TERMS AND CONOITIONS CONTABED W THE RYPPECTME ORAOHLL AGREEMENTS WHL REIMAN UNCHAHOED AND CONTINUE TO RHEIAN IN FORCE FOR THE DURATION OF THE RESPECTIVE AOREEMENTB.
4 THLS ADEENDUM WILL BE EFFECTIVE WHEN ALL PARTIUS SCA AND ETALAP ONIT.


Posticn:

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## Addendum to Agreements

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gigned botwean
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## CRRC (Hong Kong) Co., Ltd.

(Rug No. $38133264000-04-144$ )

## and

Regiments Asia Limited.
(Reg. No. 2111284)
and

Tequesta Group Ltd.
(Reg No. 158288)
dated

August, 2016.

## 1 Preamble

### 1.1. Whereis the Partiss theve olfond the following Agrementir



 Regimente Asele Umited (Regimentis):
b. the Buinens Devilophent Servicer Agremment for 300 Elactic Locomotvel Profect ( 350 Profect Abretment) dited $18^{\circ}$ May, 2015 betweon CSR HK and Tequerth Group (id. (Toquesth).
which outine the reltionship between the parties and the wime of burhese betwem the Pertiee with respect to each trensectlon;
12 Whireas the Parien hide provicusty agreed that CSR HK would whthtiold 15\% of eich of the embuntr due and payabla respectively to Reglinents and Tequeste for a period not longer then 30 dinys from the date CSR recolves their final peyment from Transnet;
1.3 Wherses the Parties hive now agreed to make cortaln amendments to the atove Apreomertis;
14 Whersess CSR (Hong Kong) Co., LId has changed ts name Into CRRC (Hong Kong) Co. Ltt. (CRRC HK).

## 2 AMENDMENT

The Paties now hereby agree to ne-structure the payment method as foliows:
21. Thai with effectiveness of this Addendum CRRC HK will no longer withhold any smount from the amounts that are due and payable to Reginents and Tequesta against the above Agrements. The amounts due to Ragiments and Tequeste will be paid by CRRC Hik without min offsat, deduction or adjustments against invoicos supplied by Reginents and Taquesta except thet (1) the Contrict for Malntenance Profect Under the Business Development Services Agrement (No: SA-2015-2450) betweon CSR ZELC and Regiments dated $10^{\text {t }}$ June, 2015 is signed between Transmet and CRRC ZELC sixty (60) business days after recelved LOA as long as CRRC don't cause any delays and (2) E-maintenance for at least 95 Project or 100 Project have been effective and executed before October 2018 under the Meintenance Project as long as CRRC dont delay any process. If the above-nentioned two conditions are not achieved, CRRC HK will be entited to withdraw $15 \%$ of all paid amount under 100 Project Agreement and 359 Prolect Aoreement by the same amount due and payable under

##  My 2015






Detind ematnt peld mad whithed by CRRC HK to Regiment under 100 Project Aorearmant ul date on 3 A Ancus $2010:$


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3 ALL OTMER TERMS AND CONOITIONS CONTANED W THE RSAPECTVE ORGGMAL AGREEMENTS WIL REEMN UNCHAHOED AND CONTANUE TO REIUAN IN FORCE FOR THE DURATION OF THE RESPECTIVE AOREEMENTS.
4 THIS ADDENDUM WILL BE EFFECTIVE WHEN ALL PARTLES SICN AND ETAMP ONIT.

For and on behalt of carg (Hong Kong) Co. Lted


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Director, General: Manageqt

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Whthens:

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 21 December 2011 11:56 |
| To: | piyoosh@worldswindow.cc |
| Subject: | Emailing: Update on Tender iCLM HQ 0829_RTG \& STS Cranes Ngqura |
| Attachments: | Update on Tender iCLM HQ 0829_RTG \& STS Cranes Ngqura.docx |

Your message is ready to be sent with the following file or link attachments:

Update on Tender iCLM HQ 0829_RTG \& STS Cranes Ngqura

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Carlton Centre 150 Commissioner Str. Johannesburg 2001
P.O. Box 72501

Parkview South Africa, 2122
$T+27 \quad 11 \quad 308 \quad 2526$
F $+2711308 \quad 2312$

## MEMORANDUM

To: Mr. Karl Socikwa, Chief Executive Transnet Port Terminals

From: Mr. Denzil Pillay, Executive Manager Capital Procurement

## SUBJECT: BACKGROUND AND STATUS UPDATE ON TENDER iCLM HQ 0829 - Design, manufacture, delivery, erection, testing and commissioning of 18 Single Lift Rubber Gantry Cranes (RTG) and 4 Twin Lift Ship to Shore (STS) Cranes for Ngqura Container Terminal

## BACKGROUND:

1) On the $4^{\text {th }}$ October 2011, the Transnet Board Acquisitions and Disposals (A\&D) Committee recommended approval to the Transnet Board of Expansion of Ngqura Container Terminal from a 2-Berth super structure to a 3-berth super structure terminal, at a total funding of approximately R1.09bn, excluding borrowing costs.
2) On the $4^{\text {th }}$ October 2011 the A \& D further resolved to approve the procurement strategy for the acquisition of container handling equipment and infrastructure for Ngqura Container Terminal expansion, conducted through a transparent tender process.
3) On the $24^{\text {th }}$ October 2011 the Transnet Board resolved that capital investment for the expansion of the Ngqura Container Terminal from a 2-berth super structure to a 3-berth super structure be approved, subject to attaining PFMA approval from the Shareholder Minister.
4) Approval was requested from Minister as the non-recovery of this investment would have been due to TPT operating the terminal without a terminal operating license consequently the investment was considered risky and the board did not want to breach their fiduciary duties given the uncertainty.
5) Transnet Port Terminals, the current terminal operator at the Ngqura Container Terminal, had an interim agreement in place with TNPA for a 15 (fifteen) year duration. The said agreement is subject to the condition that the license may terminate if a third party is authorized to operate the terminal or in the event of a section 56 (of the National Ports Act) license being granted.
6) Subsequently the Minister of Public Enterprises granted Transnet a three year terminal operating license only to operate the Ngqura Container Terminal commencing 1 December 2011.
7) On the $24^{\text {th }}$ November 2011, the Transnet Board reviewed their decision made on the $24^{\text {th }}$ October 2011 and in light of the three year license agreement, removed the conditional approval and granted approval to proceed with the said investment

## BUDGET IMPLICATIONS

8) The approved budget for this tender is R1.099 billion.

## CURRENT STATUS:

9) The Tender is divided into three proposals:

- Proposal A: $18 x$ RTGs for NCT with options for an additional 10x RTG's for NCT
- Proposal B: $4 x$ twin lift STS cranes for NCT with options for an additional $3 x$ twin lift STS cranes for NCT and $2 x$ single STS cranes for DCT
- Proposal C: Combination of proposal A and B

10) The RFP was advertised in the Sunday Times on the $4^{\text {th }}$ December 2011 given the $7^{\text {th }}$ December 2011 Preferential Procurement Policy framework Act ("PPPFA) changes deadline but the RFP was released on the $6^{\text {th }}$ December 2011 after GCE approval was received.

| Summary of Milestones |  |  |
| :---: | :---: | :---: |
| Description | Date | Status |
| Advertise in media | 04-Dec-11 | Complete |
| Tender clarification meeting Ngqura | 09-Jan-12 |  |
| Tender clarification meeting Durban | 10-Jan-12 |  |
| Tenders close | 31-Jan-12 |  |
| SD evaluation complete | 23-Feb-12 |  |
| Technical evaluation complete | 07-Mar-12 |  |
| Financial evaluation complete | 19-Mar-12 |  |
| DAC submission complete | 20-Mar-12 |  |
| Submit to DAC for approval | 22-Mar-12 |  |
| Submit to Group for approval | 26-Mar-12 |  |
| Approval received | 30-Mar-12 |  |
| Negotiations complete | 16-Apr-12 |  |
| Issue letter of award | 26-Apr-12 |  |
| Final contract signed | 14-May-12 |  |
| Delivery RTG's | 30-Aug-13 |  |
| Delivery STS's | 02-Oct-13 |  |

## Compiled by: <br> Denzil Pillay <br> Executive Manager Capital Procurement

$\stackrel{\Gamma}{\square}$

| DATE | DESCRIPTION | WITHDRAWAL | DEPOSIT | BALANCE |
| :---: | :---: | :---: | :---: | :---: |
| 01/11/2012 | BALANCE BROUGHT FORWARD |  |  | 14887.57 |
| 11/12/2012 | SWEEP TRF TO AED 01202116701 | 1906.32 |  | 12981.25 |
|  |  |  |  |  |
| 01/02/2013 | BALANCE BROUGHT FORWARD |  |  | 7329.06 |
| 05/02/2013 | IT02091302040505, MRMDUS33XXX J J TRADING FZE PO BOX 51016, HAMRIYAH, TXN DATE: 04/02/2013 | 256,129.58 |  | 263,458.61 |
|  | IT02091302040505, TOTAL TRANSACTION CHARGES, TXN DATE: 04/02/2 | 5.00 |  | 263,453.64 |
|  | SAE05001C0000021-00001 | 130,000.00 |  | 133,453.64 |
| 09/02/2013 | SAE05001C0000023-00001, PI9AE04106A00028 | 67,000.00 |  | 66,453.64 |

## "N" p 2

| REFERENCETYPE | VALUE DATE | POST DATE | DESCRIPTION | CCY | TRANSACTION AMOUN | CHEQUE NUMBER |  |
| :--- | ---: | ---: | :--- | :--- | :--- | :--- | :--- |
| 0009305 | 612 | $28 / 01 / 2013$ | $28 / 01 / 2013$ | SAE05001C000001900001 | USD | $272.33 D R$ | TO FEL |
| 0009472 | 612 | $28 / 01 / 2013$ | $28 / 01 / 2013$ | SAE05001C000001800001 | USD | $816.99 D R$ | TO GATEWAY |
| 0009306 | 612 | $28 / 01 / 2013$ | $28 / 01 / 2013$ | SAE05001C000001700001 | USD | $816.99 D R$ | TO ACCURATE |
| 0007305 | 512 | $28 / 01 / 2013$ | $28 / 01 / 2013$ | B/O ACCURATE INVESTMENTS LTC | USD | $100.00 C R$ |  |
| 0008723 | 612 | $09 / 01 / 2013$ | $09 / 01 / 2013$ | SAE05001C000001000001 | USD | $285,00.00 D R$ | TO SES |
| 0005984 | 512 | $08 / 01 / 2013$ | $09 / 01 / 2013$ | IT02091301080379 | USD | $276,469.58 C R$ | FR JJ |
| 0008592 | 512 | $09 / 01 / 2013$ | $09 / 01 / 2013$ | B/O GATEWAY LTD | USD | $10,000.00 C R$ |  |
| 0005984 | 302 | $08 / 01 / 2013$ | $09 / 01 / 2013$ | ITO2091301080379 | USD | $5.00 D R$ |  |
| 0010480 | 912 | $05 / 01 / 2013$ | $05 / 01 / 2013$ | SWEEP TRF TO AED 01202116701 | USD | $5,310.46 D R$ |  |

## "N" p 3

| TRANSACTION DATI | VALUE DATE | DESCRIPTION | TRANSACTION AMOUN- | CURRENT BALANCE |
| :---: | :---: | :---: | :---: | :---: |
|  |  | OPENING BALANCE |  | 42,056.00 |
| 31/12/2012 | 31/12/2012 | SERVICE CHARGES - DR (REF: CHSF311212455976) SEMI ANNUAL CHARGES - BRANCH BANKING 000113 | 100.00DR | 41,956.00 |
| 03/01/2013 | 03/01/2013 | FAST WITHDRAWAL - CUSTOMER - DEBIT (REF: CTSF030113561831) CHEQUE NO: 000173 - BRANCH BANKING 000112 | 4,500.00DR | 37,456.00 |
| 09/01/2013 | 09/01/2013 | AC TO AC WITHIN BRANCH - CREDIT (REF: C766090113143625) I INTERNET BANKING - 000165 | 72,996.00CR | 110,452.00 |
| 09/01/2013 | 09/01/2013 | FAST WITHDRAWAL - CUSTOMER - DEBIT (REF: CTSF090113759635) CHEQUE NO: 174 - BRANCH BANKING 000174 | 70,000.00DR | 40,452.00 |
| 13/01/2013 | 13/01/2013 | AC TO AC WITHIN BRANCH - CREDIT (REF: C746130113172229) - INTERNET BANKING - 000165 | 15,000.00CR | 55,452.00 |
| 13/01/2013 | 13/01/2013 | FAST WITHDRAWAL - CUSTOMER - DEBIT (REF: CTSF130113852680) CHEQUE NO: 176 - BRANCH BANKING 000174 | 30,000.00DR | 25,452.00 |
| 23/01/2013 | 23/01/2013 | AC TO AC WITHIN BRANCH - CREDIT (REF: C787230113101649) - INTERNET BANKING - 000165 | 40,147.80CR | 65,600.00 |
| 26/01/2013 | 26/01/2013 | IC PROCEEDS - SINGLE (REF: 9C13026330584540) CHEQUE NO: 177 - INWARD CLEARING - 000006 | 22,000.00DR | 43,600.00 |
| 28/01/2013 | 28/01/2013 | FAST WITHDRAWAL - CUSTOMER - DEBIT (REF: CTSF280113201789) CHEQUE NO: 000178 - BRANCH BANKING - 000112 | 3,500.00DR | 40,100.00 |
|  |  | CLOSING BALANCE |  | 40,100.00 |
|  |  |  |  |  |
|  |  | OPENING BALANCE |  | 40,100.65 |
| 04/02/2013 | 04/02/2013 | IC PROCEEDS - SINGLE (REF:9C13035012191410) CHEQUE NO: 149 INWARD CLEARING - 000006 | 15,000.00DR | 25,100.65 |
| 25/02/2013 | 25/02/2013 | AC TO AC WITHIN BRANCH - CREDIT (REF: C787250213125424) - INTERNET BANKING - 000165 | 600,000.00CR | 625,100.65 |
| 26/02/2013 | 26/02/2013 | FAST WITHDRAWAL - CUSTOMER DEBIT (REF: CTSF260213128603) CHEQUE NO: 179 BRANCH BANKING 000113 | 550,000.00DR | 75,100.65 |
|  |  | CLOSING BALANCE |  | 75,100.65 |

## "N" p4

| TRANSACTION DATA | VALUE DATE | DESCRIPTION | TRANSACTION AMOUN | CURRENT BALANCE |
| :---: | :---: | :---: | :---: | :---: |
|  |  | OPENING BALANCE |  | 11,783.00 |
| 31/12/2012 | 31/12/2013 | SERVICE CHARGES - DR (REF: CHSF311212456902) SEMI <br> ANNUAL CHARGES - BRANCH BANKING - 000113 | 27.23DR | 11,756.00 |
| 08/01/2013 | 08/01/2013 | FT-HIGH VALUE PAYMENT (REF:FCSF080113702240) REF: 008341991. REMITTER INFO: J J TRADING FZE, SENDER: MRMDUS33XXX, VALUE DATE: 08-01-2013, TRF CCY USD, TRF AMT: 371469.58, ORD INST" BBMEAEADXXX - BRANCH BANKING - 000138 | 371,469.58CR | 383,226.00 |
| 08/01/2013 | 08/01/2013 | FT-HIGH VALUE PAYMENT (REF: FCSF080113702241) REF: 008341990, REMITTER INFO: CENTURY GENERAL TRADING FZE, SENDER MRMDUS33XXX; VALUE DATE: 08-01-2013, TRF CCY: USD, TRF AMT 463216.88 ORD INST: BBMEAEADXXXBRANCH BANKING - 000138 | 463,216.88CR | 846,443.00 |
| 09/01/2013 | 09/01/2013 | FT-HIGH VALUE PAYMENT (REF: FCSF090113728963) REF: 2217300008EZ, REMITTER INFO: SAHARA COMPUTERS PTY LTD, SENDER: CHASUS33XXX, VALUE DATE: 09-01-2013. TRF CCY: USD, TRF AMT: 166043.40, ORD INST SBINZAJJ - BRANCH BANKING - 000138 | 166,043.40 | $1,012,486.00$ |
| 09/01/2013 | 09/01/2013 | ONLINE REMITTANCE (REF: C734090113103527) INTERNET BANKING - 000165 | 68,942.00DR | 943,544.00 |
| 09/01/2013 | 09/01/2013 | CHARGE TO CUSTOMER (REF: C734090113103527) INTERNET BANKING - 000165 | 13,61DR | 943,530.00 |
| 09/01/2013 | 09/01/2013 | FT OUTGOING CUSTOMER BOOKING (REF: 0113/13/00012/00) 0113/13/00012/00 FVG SES TECHNOLOGIES - BRANCH BANKING - 000138 | 800,000.00DR | 143,530.00 |
| 09/01/2013 | 09/01/2013 | CHARGE TO CUSTOMER (REF: 0113/13/00012/00) 0113/13/00012/00 FVG SES TECHNOLOGIES - BRANCH BANKING - 000138 | 13.61DR | 143,517.00 |
| 09/01/2013 | 09/01/2013 | AC TO AC WITHIN BRANCH - DEBIT (REF: C766090113143625) INTERNET BANKING - 000165 | 20,000.00DR | 123,517.00 |
| 10/01/2013 | 10/01/2013 | FT-HIGH VALUE PAYMENT (REF: FCSF090113754702) REF: 009377874 REMITTER INFO: J J TRADING FZE, SENDER: MRMDUS33XXX, VALUE DATE: 10-01-2013, TRF CCY: USD, TRF AMT: 448725.00, ORD INSTI BBMEAEADXXX - BRANCH BANKING - 000138 | 448,725.00CR | 572,242.00 |


| 12/01/2013 | 12/01/2013 | CHARGE TO CUSTOMER (REF: 0113/13/00018/00) 0113/13/00018/00 FVG SES TECHNOLOGIES LIMITED BRANCH BANKING - 00013813 | 13.61DR | 572,228.00 |
| :---: | :---: | :---: | :---: | :---: |
| 12/01/2013 | 12/01/2013 | FT OUTGOING CUSTOMER BOOKING (REF: 0113/13/00018/00) 0113/13/00018/00 FVG SES TECHNOLOGIES LIMITED - BRANCH BANKING - 000138 | 475,000.00DR | 97,228 |
| 13/01/2013 | 13/01/2013 | AC TO AC WITHIN BRANCH - DEBIT (REF: C746130113172229) INTERNET BANKING - 000165 | 4,109.70DR | 93,118.00 |
| 23/01/2013 | 23/01/2013 | AC TO AC WITHIN BRANCH DEBIT (REF:C787230113101649) INTERNET BANKING - 000165 | 11,000DR | 82,118.00 |
| 29/01/2013 | 29/01/2013 | FT OUTGOING CUSTOMER BOOKING (REF: 0112/13/00084/00) 0112130008400 FVG FIDELITY ENTERPRISES - BRANCH BANKING - 000138 | 70,000.00DR | 12,118.00 |
| 29/01/2013 | 29/01/2013 | CHARGE TO CUSTOMER (REF: 0112/13/00084/00) 011213 0008400 FVG FIDELITY ENTERPRISES - BRANCH BANKING 000138 | 13.61DR | 12,104.00 |
|  |  |  |  |  |
|  |  | OPENING BALANCE |  | 12,105.35 |
| 05/02/2013 | 05/02/2013 | FT - HIGH VALUE PAYMENT (REF: FCSF040213553164) REF: 035392761, REMITTER INFO: J J TRADING FZE, SENDER: MRMDUS33XXX, VALUE DATE 05-02-2013 TRF CCY: USD, TFR AMT: 743815.0, PAY DTLS: SUPPLIER PAYMENT, ORD INST: BBMEAEADXXX - BRANCH BANKING 000138 | 743,815.00CR | 755,920.35 |
| 13/02/2013 | 13/02/2013 | ONLINE REMITTANCE (REF: C759130213190940) - INTERNET BANKING 000165 | 200,000.00DR | 555,920.35 |
| 13/02/2013 | 13/02/2013 | CHARGE TO CUSTOMER (REF: C759130213190940) INTERNET BANKING 000165 | 9.26DR | 555,911.09 |
| 19/02/2013 | 19/02/2013 | ONLINE REMITTANCE (REF: C754190213125235) - INTERNET BANKING 000165 | 23,908.15DR | 532,002.94 |
| 19/02/2013 | 19/02/2013 | CHARGE TO CUSTOMER (REF: C754190213125235) INTERNET BANKING 000165 | 9.26DR | 531,993.68 |
| 25/02/2013 | 25/02/2013 | AC TO AC WITHIN BRANCH - DEBIT (REF: C787250213125424) INTERNET BANKING 000165 | 164,388.07 | 367,605.61 |
|  |  | CLOSING BALANCE |  | 367,605.61 |

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| ACCURATE BOB AED |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| DATE | DESCRIPTION | DR | CR | BALANCE |
| 17-Feb | OP BALANCE | 25,000.00 |  | 25,000.00 |
| 06-Mar | gcl bob aed | 2,208,000.00 |  | 2,233,000.00 |
| 08-Mar | fel bob usd |  | \#\#\#\#\#\#\#\#\#\# | 560,875.00 |
| 15-Mar | fel bob usd |  | 551,250.00 | 9,625.00 |
| 18-Mar | gcl bob aed | 36,800.00 |  | 46,425.00 |
| 31-Mar | b c |  | 100.00 | 46,325.00 |
| 15-May | gcl bob aed | 8,000,000.00 |  | 8,046,325.00 |
| 24-May | accurate bob usd |  | \#\#\#\#\#\#\#\#\#\# | 699,325.00 |
|  |  | - |  | 699,325.00 |
|  |  |  |  | 699,325.00 |
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|  |  |  |  | 699,325.00 |
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|  |  | $\square$ |  | 699,325.00 |
|  |  |  |  | 699,325.00 |

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| ACCURATE MASHREQ USD |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| DATE | DESCRIPTION | DR | CR | BALANCE |
| \#REF! | OP BALANCE |  |  |  |
| 17-Feb | liebherr | 212,006.01 | - | 212,006.01 |
| $17-\mathrm{Feb}$ | b c |  | 5.07 | 212,000.94 |
| 18-Feb | reliable mb usd |  | 7,000.00 | 205,000.94 |
| 25-Feb | fr gcl | 450,000.00 |  | 655,000.94 |
| 25-Feb | linkway |  | 599,327.58 | 55,673.36 |
| 04-Mar | vk trdg hk | 399,960.16 |  | 455,633.52 |
| 04-Mar | b c |  | 5.50 | 455,628.02 |
| 05-Mar | vk trdg hk | 371,560.16 |  | 827,188.18 |
| 05-Mar | b c |  | 5.50 | 827,182.68 |
| 05-Mar | fel mb usd |  | 451,000.00 | 376,182.68 |
| 15-Mar | fel mb usd |  | 370,000.00 | 6,182.68 |
| 15-Apr | liebherr | 371,105.83 |  | 377,288.51 |
| 15-Apr | b c |  | 5.07 | 377,283.44 |
| 28-Apr | fel mb usd |  | 375,000.00 | 2,283.44 |
| 07-May | liebherr | 405,598.52 |  | 407,881.96 |
| 07-May | b c |  | 5.07 | 407,876.89 |
| 19-May | liebherr | 402,879.34 |  | 810,756.23 |
| 19-May | b c |  | 5.07 | 810,751.16 |
| 26-May | gcl mb usd | \#\#\#\#\#\#\#\#\# |  | \#\#\#\#\#\#\#\#\# |
| 26-May | liebherr | 296,890.30 |  | \#\#\#\#\#\#\#\#\#\# |
| 26-May | b c |  | 5.08 | \#\#\#\#\#\#\#\#\#\# |
| 27-May | accurate mb aed | 462,710.94 |  | \#\#\#\#\#\#\#\#\# |
| 28-May | accurate mb aed | \#\#\#\#\#\#\#\#\# |  | \#\#\#\#\#\#\#\#\#\# |
| 28-May | brookfield mr ashish |  | \#\#\#\#\#\#\#\#\# | 7,636.38 |
| 28-May | b c |  | 16.44 | 7,619.94 |
| 09-Oct | liebherr | 368,110.00 |  | 375,729.94 |
| 09-Oct | b c |  | 5.08 | 375,724.86 |
| 01-Dec | liebherr | 270,840.00 |  | 646,564.86 |
| 01-Dec | b c |  | 5.08 | 646,559.78 |
| 09-Dec | accurate mb usd to fel mb usd |  | 20,000.00 | 626,559.78 |
| 10-Dec | accurate mb usd to fel mb usd |  | 20,000.00 | 606,559.78 |
| 10-Dec | accurate mb usd to gcl bob usd |  | 200,000.00 | 406,559.78 |
| 10-Dec | b c |  | 16.44 | 406,543.34 |

"O" p 12


| 09-Mar | nbad |  | 150,000.00 | 10,700,603.15 |
| :---: | :---: | :---: | :---: | :---: |
| 13-Mar | gcl mb aed |  | 668,400.00 | 10,032,203.15 |
| 13-Mar | gcl bob aed |  | 581,600.00 | 9,450,603.15 |
| 13-Mar | reliable mb aed |  | 750,000.00 | 8,700,603.15 |
| 15-Mar | ayaz kamran | 367,350.00 |  | 9,067,953.15 |
| 15-Mar | gcl mb aed |  | 233,000.00 | 8,834,953.15 |
| 15-Mar | gul news adv |  | 1,500.00 | 8,833,453.15 |
| 15-Mar | garden court jnb |  | 818.29 | 8,832,634.86 |
| 15-Mar | dxb jnb dxb |  | 3,715.00 | 8,828,919.86 |
| 15-Mar | stationary |  | 85.00 | 8,828,834.86 |
| 15-Mar | taj dli |  | 9,445.12 | 8,819,389.74 |
| 15-Mar | itc maurya |  | 8,257.22 | 8,811,132.52 |
| 16-Mar | gcl bob aed |  | 35,000.00 | 8,776,132.52 |
| 16-Mar | metlife allico |  | 3,680.00 | 8,772,452.52 |
| 16-Mar | ayaz kamran | 1,957.35 |  | 8,774,409.87 |
| 17-Mar | gcl nbad aed |  | 80,000.00 | 8,694,409.87 |
| 17-Mar | gcl nbad aed |  | 23,000.00 | 8,671,409.87 |
| 17-Mar | gcl mb aed |  | 677,350.00 | 7,994,059.87 |
| 17-Mar | gcl mb aed |  | 300,000.00 | 7,694,059.87 |
| 17-Mar | tel fax I net mob |  | 1,300.03 | 7,692,759.84 |
| 17-Mar | electricity |  | 64.07 | 7,692,695.77 |
| 19-Mar | gcl mb aed |  | 779,000.00 | 6,913,695.77 |
| 19-Mar | mr a naryan |  | 10,000.00 | 6,903,695.77 |
| 19-Mar | gcl bob aed |  | 316,000.00 | 6,587,695.77 |
| 19-Mar | rmt cheque cash |  | 41,600.00 | 6,546,095.77 |
| 19-Mar | fire etinguisher |  | 300.00 | 6,545,795.77 |
| 20-Mar | gcl bob aed |  | 779,000.00 | 5,766,795.77 |
| 20-Mar | gcl nbad aed |  | 202,000.00 | 5,564,795.77 |
| 20-Mar | gateway renew |  | 7,000.00 | 5,557,795.77 |
| 20-Mar | venus Itd rak |  | 11,000.00 | 5,546,795.77 |
| 20-Mar | khaleej adv |  | 1,440.00 | 5,545,355.77 |
| 22-Mar | gcl mb aed thirdeye cheque |  | 400,000.00 | 5,145,355.77 |
| 22-Mar | gcl mb aed thirdeye cheque |  | 225,000.00 | 4,920,355.77 |
| 22-Mar | gcl mb aed jsk cheque |  | 69,793.00 | 4,850,562.77 |
| 23-Mar | regent Itd rak |  | 11,000.00 | 4,839,562.77 |
| 23-Mar | gcl mb aed |  | 233,000.00 | 4,606,562.77 |
| 23-Mar | gcl mb aed |  | 235,150.00 | 4,371,412.77 |
| 24-Mar | taj dli 26.02 |  | 14,673.17 | 4,356,739.60 |
| 24-Mar | taj dli 18.03 |  | 9,176.08 | 4,347,563.52 |
| 24-Mar | rmt cheque cash |  | 224,200.00 | 4,123,363.52 |

## "O" p 14



| $\left\|\begin{array}{c} \infty \\ 0 \\ 0 \\ \underset{N}{N} \\ 0 \\ 0 \\ 0 \\ \underset{\sim}{2} \end{array}\right\|$ |  |  |  | $\begin{aligned} & \infty \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ | $\mathfrak{c}$ |  | $\mathfrak{c}$ |  | $\begin{gathered} \infty \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ \underset{\sim}{2} \\ \underset{\gamma}{ } \\ \hline \end{gathered}$ |  |  |  |  | $0 \begin{gathered} \infty \\ 0 \\ 0 \\ 0 \\ 0 \\ 2 \\ 1 \\ 0 \\ 0 \\ n \end{gathered}$ | 0 0 0 0 0 0 1 0 0 0 0 |  | con | $$ |  |  | $\begin{gathered} \infty \\ 0 \\ 0 \\ \mathbf{N}^{2} \\ 0 \\ 0 \\ 0 \\ 0 \end{gathered}$ |  | O- | $\begin{aligned} & \infty \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ |  <br> 0 <br> 0 <br> 0 <br> 0 <br> 0 <br> 0 <br>  <br>  | \% | - |  |  |  |  | $\begin{gathered} \infty \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \end{gathered}$ |  | $\left\lvert\, \begin{gathered} \infty \\ 0 \\ \frac{\infty}{6} \\ \underset{\sim}{\infty} \\ \underset{\sim}{2} \end{gathered}\right.$ |  | - | - | ( | (1) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\left\|\begin{array}{l} 8 \\ 0 \\ 0 \\ 0 \\ 0 \\ \hline- \\ N \end{array}\right\|$ | 30\|c| |  | $\begin{aligned} & 8 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & \hdashline \end{aligned}$ | $\begin{gathered} 8 \\ 8 \\ 8 \\ \underset{N}{2} \\ \end{gathered}$ | $\begin{gathered} 0 \\ 0 \\ 0 \\ 0 \\ i \\ i \\ i \end{gathered}$ | $\begin{gathered} 8 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ -1 \end{gathered}$ |  |  |  |  | $\begin{aligned} & 8 \\ & 0 \\ & 0 \\ & i \\ & - \\ & - \end{aligned}$ |  |  |  |  |  |  |  |  |  | $\begin{array}{\|c\|} \hline 8 \\ 0 \\ 0 \\ 0 \\ 0 \\ 1 \\ \hline \end{array}$ |  | $\begin{array}{\|l\|} \hline 8 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ \hline \end{array}$ |  |  | 書 |  |  |  |  |  |  | 8 |  | $\left.\begin{array}{\|c} 8 \\ 8 \\ 0 \\ 8 \\ 0 \\ 0 \\ 10 \end{array} \right\rvert\,$ |  |  |  | O |
|  |  |  |  |  |  |  |  |  | $\left\|\begin{array}{l} \underset{\sim}{\tilde{0}} \\ \underset{\sim}{0} \end{array}\right\|$ |  |  |  |  |  |  | $\begin{aligned} & 8 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ |  |  |  |  |  |  |  | 8 <br> 0 <br> 0 <br> 0 <br> 0 |  |  |  | $10^{\circ}$ | $\begin{array}{l\|} 8 \\ 0 \\ 0 \\ 8 \\ 15 \end{array}$ |  |  |  |  |  |  |  |  | - |  |
| $\begin{aligned} & \tilde{0} \\ & \tilde{0} \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & \end{aligned}$ |  |  | $\begin{gathered} \\ \substack{0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0} \end{gathered}$ |  |  | $\begin{aligned} & 0 \\ & 0 \\ & 0 \\ & \frac{0}{2} \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ |  |  |  |  |  |  |  |  | - |  |  |  |  |  |  |  | $\begin{array}{\|c\|} \hline \stackrel{c}{\tilde{0}} \\ \tilde{0} \\ 0 \\ \underline{\varepsilon} \\ \hline \end{array}$ |  |  |  |  | $\begin{aligned} & \tilde{n}_{1} \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ | $\begin{gathered} \frac{1}{\hat{y}} \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ \hline \end{gathered}$ |  |  |  | $\left\|\begin{array}{c} \frac{x}{0} \\ -\frac{1}{\overline{0}} \\ \frac{10}{2} \\ \frac{\rightharpoonup}{0} \\ \frac{1}{\sigma} \end{array}\right\|$ |  |  |  |  |  |  |
| $\begin{aligned} & 2 \\ & \hline 1 \\ & \hline 1 \end{aligned}$ |  |  |  | $\frac{2}{2}$ | $2$ | $\begin{aligned} & \dot{2} \\ & \frac{1}{1} \\ & \stackrel{1}{2} \end{aligned}$ | $\begin{aligned} & 2 \\ & \frac{2}{1} \\ & \frac{1}{2} \end{aligned}$ | $2$ | $2$ | $\stackrel{n}{2}$ | $\begin{aligned} & 2 \\ & \frac{2}{1} \\ & \frac{1}{2} \end{aligned}$ |  | $2$ | $\begin{aligned} & \stackrel{2}{2} \\ & \frac{1}{2} \\ & \frac{1}{2} \end{aligned}$ | $\begin{aligned} & \stackrel{\rightharpoonup}{2} \\ & \frac{1}{2} \\ & \frac{1}{N} \end{aligned}$ | $\frac{\vdots}{4}$ | $\begin{gathered} \grave{\vdots} \\ \vdots \\ \vdots \\ \vdots \end{gathered}$ |  | $\begin{gathered} \grave{0} \\ \vdots \\ \vdots \\ \end{gathered}$ |  |  | à Ǹ N |  | $$ |  |  |  |  |  | $\begin{array}{\|c} 2 \\ 4 \\ 1 \\ 0 \\ \\ \hline \end{array}$ | 2 $\vdots$ $\vdots$ $\vdots$ N | $\begin{gathered} \grave{0} \\ \substack{1 \\ \dot{心} \\ \hline} \end{gathered}$ | $\begin{array}{\|l\|} \hline \left.\begin{array}{l} 2 \\ \vdots \\ 0 \\ 0 \end{array} \right\rvert\, \end{array}$ |  | $\left.\begin{array}{\|c} 2 \\ \vdots \\ \vdots \\ \vdots \end{array} \right\rvert\,$ | $\begin{aligned} & 2 \\ & \vdots \\ & \vdots \\ & \vdots \\ & \end{aligned}$ |  | - | ¢ |



## "O" p 17

|  |  |  | $\begin{gathered} \infty \\ y_{1} \\ 0 \\ \\ \\ 0 \\ 0 \end{gathered}$ |  |  | \|r|ren |  |  |  |  | on |  |  | $\mathfrak{c}$ |  |  | $\mathfrak{c}$ |  |  | $\mathfrak{c}$ |  | + | N |  |  | - | (120 | - | $\left\lvert\, \begin{gathered} 8 \\ \infty \\ \substack{0 \\ 1 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0} \end{gathered}\right.$ | (1) | (1) | \% | (10 | - |  |  | (10c | (1) | (1)\|c |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{gathered} 0 \\ \stackrel{\sim}{\sim} \\ \tilde{\sim} \\ 0 \\ \end{gathered}$ | $\left\lvert\, \begin{aligned} & 8 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}\right.$ |  | $\begin{aligned} & 0 \\ & 0 \\ & 0 \\ & n \\ & n \\ & n \\ & N \end{aligned}$ |  | 8 |  |  | $\begin{aligned} & \hline 8 \\ & 0 \\ & 8 \\ & 8 \\ & 8 \\ & 8 \\ & 7 \end{aligned}$ |  |  |  |  | $\begin{array}{l\|l\|l} 2 \\ \hline \end{array}$ |  |  |  |  |  |  | $\begin{gathered} \infty \\ \underset{\sim}{\infty} \\ \vdots \\ \hdashline \\ \hdashline \\ \hline \end{gathered}$ |  | $\begin{aligned} & 8 \\ & \hline 0 \\ & \hline \end{aligned}$ | ¢ | $\begin{array}{\|l\|} \hline \infty \\ \infty \\ \underset{\sim}{2} \\ \end{array}$ |  | N |  | $\begin{array}{\|c} 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ \vdots \\ \text { in } \end{array}$ | $\begin{array}{\|c} 0 \\ 0 \\ 0 \\ 0 \\ \vdots \\ 0 \\ \text { in } \end{array}$ | $\begin{array}{\|l\|l} 8 \\ 0 \\ 0 \\ 0 \\ 0 \\ 8 \\ 8 \end{array}$ |  | $\left\|\begin{array}{l} 8 \\ 0 \\ 0 \\ 0 \\ 0 \\ 10 \end{array}\right\|$ |  |  |  | - |  |  |  |
|  |  |  |  |  |  |  | 1 <br> 0 <br> 0 <br> 0 <br> 0 <br> 0 |  |  | 8 0 0 8 8 8 8 |  |  |  |  |  | $\left\lvert\, \begin{array}{l\|} \hline 0 \\ 0 \\ 0 \\ \hline 0 \\ 0 \\ \hline- \\ \hline- \end{array}\right.$ | $\left\lvert\, \begin{aligned} & 8 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}\right.$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\left\|\begin{array}{c} 0 \\ 0 \\ \frac{0}{\tilde{0}} \\ \frac{0}{0} \\ \hline \end{array}\right\|$ |  |  |  |  |  |  | 옹 |
|  |  |  | $\frac{0}{2}$ |  |  |  |  |  | - |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{array}{\|c\|} \hline \\ \hline \\ \hline 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ \hline 0 \\ \hline 0 \\ \hline 0 \end{array}$ | 0 <br> 0 <br> 0 <br> 0 <br> 0 <br> 0 <br>  <br>  |  |  |  |  |
| $\begin{array}{\|c\|c} 2 \\ \sum_{i}^{\infty} \\ \hline \end{array}$ | $\sum_{\infty}^{\infty}$ |  | $\sum_{\infty}^{\infty}$ |  | $\sum_{i}^{c}$ | $\sum_{i}^{2}$ | $\underbrace{3}_{i}$ |  |  |  | $\underset{\substack{\pi \\ \underset{N}{\infty} \\ \hline \\ \hline}}{ }$ | $\underset{\substack{\infty \\ \sum_{N}^{\infty} \\ \hline}}{ }$ |  | $\underset{N}{\sum_{N}^{\omega}}$ |  |  | $\underset{\substack{\grave{\omega} \\ \sum_{i}^{n} \\ \hline}}{ }$ |  | $\sum_{i}^{\infty}$ |  | $\underbrace{0}_{i}$ |  |  | $$ |  |  |  |  |  | $\sum_{i}^{\infty}$ |  | $\sum_{\substack{\pi}}^{\substack{0}}$ |  | $\sum_{\substack{\infty \\ \infty \\ \infty \\ \hline}}$ |  |  |  |  | $\sum_{\substack{0}}^{\substack{1 \\ 0}} \sum_{\substack{0 \\ 0}}^{\infty}$ |




## "O" p 20



## "O" p 21



## "O" p 22



## "O" p 23



## "O" p 24



## "O" p 25

| 28-Oct | naresh ji dli |  | 586,500.00 | 4,074,114.09 |
| :---: | :---: | :---: | :---: | :---: |
| 29-Oct | sg oct |  | 20,000.00 | 4,054,114.09 |
| 30-Oct | cleaner |  | 50.00 | 4,054,064.09 |
| 30-Oct | al majis mr aj |  | 1,510.00 | 4,052,554.09 |
| 30-Oct | mr salim | 916,985.00 |  | 4,969,539.09 |
| 30-Oct | royz beauty salon | 3,000.00 |  | 4,972,539.09 |
| 3-Dec | jmeirah villa rent |  | 90,000.00 | 4,882,539.09 |
| 4-Dec | royz salon | 2,487.00 |  | 4,885,026.09 |
| 6-Dec | rmt |  | 78,900.00 | 4,806,126.09 |
| 6-Dec | printer ink, paper |  | 95.00 | 4,806,031.09 |
| 7-Dec | jmeirah villa comm |  | 5,000.00 | 4,801,031.09 |
| 8-Dec | rg cash |  | 100,000.00 | 4,701,031.09 |
| 10-Dec | salim imprest |  | 100,075.00 | 4,600,956.09 |
| 10-Dec | salim imprest |  | 4,000.00 | 4,596,956.09 |
| 10-Dec | radiant green |  | 50.00 | 4,596,906.09 |
| 11-Dec | salim imprest | 10,000.00 |  | 4,606,906.09 |
| 11-Dec | kamran 300k | 1,101,000.00 |  | 5,707,906.09 |
| 11-Dec | ashok naryan |  | 500,000.00 | 5,207,906.09 |
| 11-Dec | courier india |  | 15.00 | 5,207,891.09 |

RELIABLE MASHREQ AED

| DATE | DESCRIPTION | DR | CR | BALANCE |
| :--- | :--- | :---: | :---: | :---: |
| 17-Feb | OP BALANCE | - |  | - |
|  |  |  |  | - |
|  |  |  |  | - |
|  |  |  |  | - |
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|  |  |  |  | - |


|  |  | - | - | - |
| :--- | :--- | :--- | :--- | :--- |

RELIABLE MASHREQ USD

| DATE | DESCRIPTION | DR | CR | BALANCE |
| :---: | :---: | :---: | :---: | :---: |
| \#REF! | OP BALANCE | - |  | - |
| 18-Feb | fr accurate mb usd | 7,000.00 |  | 7,000.00 |
| 01-May | jit force exim | 844,959.11 |  | 851,959.11 |
| 01-May | b c |  | 5.50 | 851,953.61 |
| 01-May | jit force exim | 974,959.11 |  | 1,826,912.72 |
| 01-May | b c |  | 5.50 | 1,826,907.22 |
| 01-May | jij xx | 880,000.00 |  | 2,706,907.22 |
| 01-May | jjt force exim | 949,959.11 |  | 3,656,866.33 |
| 01-May | b c |  | 5.50 | 3,656,860.83 |
| 01-May | jit force exim | 849,959.11 |  | 4,506,819.94 |
| 01-May | b c |  | 5.50 | 4,506,814.44 |
| 08-May | fel mb usd |  | 1,500,000.00 | 3,006,814.44 |
| 12-May | gcl mb usd |  | 2,500,000.00 | 506,814.44 |
| 06-Oct | reliable mb usd tofel mb usd |  | 506,000.00 | - |
| 27-Oct | reliable mb usd tofel mb usd |  | 814.44 |  |
|  |  |  | $\square$ |  |
|  |  | + | + |  |
|  |  |  |  |  |
|  |  |  |  |  |


| From: | Sanjay Grover [sanjay.grover@hotmail.com](mailto:sanjay.grover@hotmail.com) |
| :--- | :--- |
| Sent: | 24 July $201308: 19$ |
| To: | Ashu; Sanjay Grover |
| Subject: | wizcraft pmt |
| Attachments: | scan0002.pdf |

This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

## Domestic Fund Transfer

Debit information:
De tivit Account Numiser
curcency
Accound Name GLOBAL COPRORATONL $G$
Enemeficiary intormation
Eeneficiary Accountitazan AK34020000003547/754100
Aumber
Currency
Eeneficiary Bank BIC City

Paymant information
Debit Amoumt
Poyment Dete
First Payment Date
tast Payment Date
Charge To
Charge Acwourat Number
Teference Number
https://orline.nbad.com/iportalweb/iportal/jsps/PrintTemplate.jsp?elementldForConfirmationMsg=Conform_Self\&_dinsess=ae2d0779-c679-4587-ad12-974029fb6c5b

## "Q" p 1

| From: | Johann Schalkwyk [johann@vdmass.co.za](mailto:johann@vdmass.co.za) |
| :--- | :--- |
| Sent: | Wednesday, August 14, 2013 8:32 AM |
| To: | Ashu |
| Cc: | denise@vdmass.co.za |
| Subject: | WIZCRAFT |
| Attachments: | Draft.docx |

## Dear Mr Ashu

Attached hereto the amended draft as requested.
Yours faithfully

## Johann Schalkwyk

E-mail: johann@vdmass.co.za


Disclaimer: van der Merwe \& Associates does not accept responsibility or liability for the unauthorised use of its e-mail facility and/or opinions relating to bona fide company matters. Save for statements and/or opinions relating to bona fide company matters, van der Merwe \& Associates denies responsibility or liability for the contents of this communication.

## WIZCRAFT INTERNATIONAL ENTERTAINMENT LIMITED

Dear Sirs

RE: WIZCRAFT INTERNATIONAL ENTERTAINMENT LIMITED / FIDELITY ENTERPRISES LIMITED

The abovementioned matter refers.

We confirm that we requested you to provide entertainment services in March 2013.

It was agreed that the services would be rendered at a costs of 21250000.00 Indian Rupees.

It was it all relevant times clear and unambiguous that the agreed costs for the services would be for the aforesaid fixed amount in Indian Rupees.

You however proceeded to raise an invoice for payment in the amount of 395,000 \$ US Dollars albeit the fact that the agreed cost was in Indian Rupees. From inspection of your invoice raised under invoice number WIZ/DUB-04/2013 it is evidently clear that although the invoice refers to US Dollars the invoice states "(USD Three Lac Ninety Five Thousand Only)". Lac is Indian currency.

In light of the aforementioned one can therefore safely assume that the author of the invoice was aware of the fact that the agreed costs provided for payment in Indian Rupees, the reason why the invoice refers to US Dollars is unbeknown to us.

In an attempt to facilitate and assist you in the provision of the services we arranged for a payment of 50 Lac to be made to you in India as security for payment of the provision of the services as per your request. To date however only 36 Lac has been repaid and are you unlawfully withholding payment of 14 Lac without any legitimate cause or basis to do so.

We confirm that we have settled your invoice despite the fact that the invoice incorrectly refers to payment in US Dollars and further that the services provided where substandard and not to our reasonable satisfaction.

The following payments were made to you in settlement of your invoice:

1. 60000 US dollars on 31 March 2013.
2. 100000 US dollars on 14 April 2013.
3. 100000 US dollars on 23 April 2013.
4. 129600 US dollars on 24 July 2013.

If the attention is drawn to the relevant exchange rate applicable on the aforesaid dates it is evidently clear that the full amount due and owing to you was settled in full.

We do not agree with your averment that you allegedly sustained a Forex loss when certain payments were made to your suppliers and have no information regarding same. How and when you settle the accounts of your suppliers has nothing do with us as there is no business relationship between ourselves and your suppliers. We are however as a gesture of good faith willing to assist you in this regard and request that you provide us with the dates, information and details of any alleged Forex losses.

We again reiterate our position that we were completely unsatisfied with the quality of the services provided. Some of your personnel appear to be unqualified and completely unfit for the purpose of rendering the services requested.

We do not at this point in time wish to inform or divulge any information regarding the substandard services to media outlets and further do not wish to involve the relevant authorities to the detriment of your business.

In light of the above we demand that you repay the 14 Lac currently held by you under the auspice of security for costs within 14 (fourteen) days. Should you fail to repay the amount due and owing as mentioned herein above we shall have no alternative than to act accordingly in order to protect of our business interest.

We trust the above in order and look forward to your payment.

$$
\text { "Q" p } 4
$$

Yours faithfully


```
From:
Ashu <ashu@sahara.co.za>
27 February 2014 06:14
Sent:
To:
    Ugeshni Naidu; Rana Kumar
    FW: linkway
```

> From: ShyamA@mashreq.com
$>$
$>$
> 20: Sender's Reference
> 033OWFR140560693
> 23B: Bank Operation Code
> CRED
> 32A: Val Dte/Curr/Interbnk Settld Amt
> 140225ZAR6454581,
> 50K: Ordering Customer-Name and Address
> /AE620330000019100040992
> ACCURATE INVESTMENTS LTD OFFSHORE
> BLDG MAMZAR LAGONS,SHOP M03
> AREA ALMAMZAR
> PO BOX 90329
> 52A: Ordering Institution - FI BIC
> BOMLAEADXXX
> MASHREQBANK PSC.
> DUBAI
> DUBAI
> UNITED ARAB EMIRATES AE
> 57A: Account With Institution - FI BIC
$>$ SBINZAJJ
> STATE BANK OF INDIA
> JOHANNESBURG 2196
$>$ JOHANNESBURG
> SOUTH AFRICA ZA
> 59: Beneficiary Customer-Name and Addr
> /32620055720101
> LINKWAY TRADING PTY LTD
> 70: Remittance Information
> PAYMENT FOR CONSULTANCY FEES
> 31022014 PAYMENT
> 71A: Details of Charges
$>$ SHA
$>$

This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

## "S" p 1

| From: | Ramesh Gupta [rgupta6666@yahoo.com](mailto:rgupta6666@yahoo.com) |
| :--- | :--- |
| Sent: | 05 May 2014 22:36 |
| To: | Tony Gupta; Ashu |
| Subject: | Fw: info |

Bank Information for funds transfer
Ramesh Gupta, MD
On Monday, May 5, 2014 2:05 PM, Kenneth Hahs [khahs@yahoo.com](mailto:khahs@yahoo.com) wrote:

## Swift Code:

CHASUS33

## Account Number:

537557618

## Name:

Brookfield Consultants Inc.
Bank Address for Wire:
1 Chase Manhattan
New York, NY 1005

From: Ramesh Gupta [mailto:rgupta6666@yahoo.com]
Sent: Sunday, May 4, 2014 4:37 PM
To: ken hahs
Subject: info
Ken
Please send information for the money transfer from South Africa to Brookefield, same entity as it went from. It should include bank details and transfer instructions

Ramesh Gupta, MD
"MY FATHER IS BETTER THAN ME"
"Greatness thru seniors equals success for generations"

ख This email is free from viruses and malware because avast! Antivirus protection is active.

This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

```
From:
Sent:
    Tony Gupta <tony@sahara.co.za>
    07 May 2014 03:31
To:
    Ronica Oakbay; Ajay Gupta
Subject:
Fwd: info
```

Begin forwarded message:
From: Ramesh Gupta [rgupta6666@yahoo.com](mailto:rgupta6666@yahoo.com)
Date: 05 May 2014 at 23:36:29 SAST
To: Tony Gupta [tony@sahara.co.za](mailto:tony@sahara.co.za), "ashu@sahara.co.za" [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Subject: Fw: info
Reply-To: Ramesh Gupta [rgupta6666@yahoo.com](mailto:rgupta6666@yahoo.com)

Bank Information for funds transfer
Ramesh Gupta, MD
On Monday, May 5, 2014 2:05 PM, Kenneth Hahs [khahs@yahoo.com](mailto:khahs@yahoo.com) wrote:
Swift Code:
CHASUS33
Account Number:
537557618

## Name:

Brookfield Consultants Inc.

## Bank Address for Wire:

1 Chase Manhattan
New York, NY 1005

From: Ramesh Gupta [mailto:rgupta6666@yahoo.com]
Sent: Sunday, May 4, 2014 4:37 PM
To: ken hahs
Subject: info

## Ken

Please send information for the money transfer from South Africa to Brookefield, same entity as it went from. It should include bank details and transfer instructions

Ramesh Gupta, MD
"MY FATHER IS BETTER THAN ME"
"Greatness thru seniors equals success for generations"

## "S" p 3

$\boldsymbol{x}$ This email is free from viruses and malware because avast! Antivirus protection is active.

This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.


| From: | Suresh Tuteja [sktuteja@gmail.com](mailto:sktuteja@gmail.com) |
| :--- | :--- |
| Sent: | 26 May 2014 18:30 |
| To: | ashishguptamd@gmail.com |
| Cc: | Sanjay Grover |
| Subject: | Letter. |
| Attachments: | chase letter.docx |

Dear Ashish ji
I am attaching herewith a letter which I request you to please sign and return immediately so that payments are made tomorrow.

With regards
Suresh Tuteja

This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

Accurate Investments Ltd
D-45 12 ${ }^{\text {th }}$ Floor Tower 1 Amenity Centre
Ras Al Khaimah
UAE
Dear Sir
Re: Payment in terms of Clause no 6 of Agreement Dated 14 ${ }^{\text {th }}$ May 2014.
I refer to the clause no 6 of Agreement dated $14^{\text {th }}$ May 2014 as per which you as a second purchaser need to pay me, as a first purchaser, an amount of US $\$ 10$ Million paid by me to seller into my following designated bank account:


Yours faithfully

Ashish Gupta

| From: | Tony Gupta [tony@sahara.co.za](mailto:tony@sahara.co.za) |
| :--- | :--- |
| Sent: | Wednesday, May 7, 2014 4:31 AM |
| To: | Ronica Oakbay; Ajay Gupta |
| Subject: | Fwd: info |

Begin forwarded message:
From: Ramesh Gupta [rgupta6666@yahoo.com](mailto:rgupta6666@yahoo.com)
Date: 05 May 2014 at 23:36:29 SAST
To: Tony Gupta [tony@sahara.co.za](mailto:tony@sahara.co.za), "ashu@sahara.co.za" [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Subject: Fw: info
Reply-To: Ramesh Gupta [rgupta6666@yahoo.com](mailto:rgupta6666@yahoo.com)

Bank Information for funds transfer
Ramesh Gupta, MD
On Monday, May 5, 2014 2:05 PM, Kenneth Hahs [khahs@yahoo.com](mailto:khahs@yahoo.com) wrote:

## Swift Code:

CHASUS33

## Account Number:

537557618

## Name:

Brookfield Consultants Inc.

## Bank Address for Wire:

1 Chase Manhattan
New York, NY 1005

From: Ramesh Gupta [mailto:rgupta6666@yahoo.com]
Sent: Sunday, May 4, 2014 4:37 PM
To: ken hahs
Subject: info
Ken
Please send information for the money transfer from South Africa to Brookefield, same entity as it went from. It should include bank details and transfer instructions

```
Ramesh Gupta, MD
"MY FATHER IS BETTER THAN ME"
"Greatness thru seniors equals success for generations"
```


## "T" p 2

$x$ This email is free from viruses and malware because avast! Antivirus protection is active.

## This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

[^18]| From: | Suresh Tuteja [sktuteja@gmail.com](mailto:sktuteja@gmail.com) |
| :--- | :--- |
| Sent: | 26 May 2014 18:30 |
| To: | ashishguptamd@gmail.com |
| Cc: | Sanjay Grover |
| Subject: | Letter. |
| Attachments: | chase letter.docx |

Dear Ashish ji
I am attaching herewith a letter which I request you to please sign and return immediately so that payments are made tomorrow.

With regards
Suresh Tuteja

This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

From : Ashish Gupta
10914, Princeville CT Bakers Field CA 93111 USA

Dated 26-05-2014

Accurate Investments Ltd
D-45 $12^{\text {th }}$ Floor Tower 1 Amenity Centre
Ras Al Khaimah
UAE

Dear Sir
Re: Payment in terms of Clause no 6 of Agreement Dated 14 ${ }^{\text {th }}$ May 2014.
I refer to the clause no 6 of Agreement dated $14^{\text {th }}$ May 2014 as per which you as a second purchaser need to pay me, as a first purchaser, an amount of US $\$ 10$ Million paid by me to seller into my following designated bank account:


Yours faithfully

Ashish Gupta

## Arctos Trading (Pty) Ltd

144, Grayston Ridge, Katherine Street
Sandton, Johannesburg
Draft Balance Sheet
As at 31st December, 2011


For Arctos Trading (Pty) Ltd

## Authorized Signatory

## "V" p 2

## Arctos Trading (Pty) Ltd

144, Grayston Ridge, Katherine Street
Sandton, Johannesburg

## Arctos Trading (Pty) Ltd

144, Grayston Ridge, Katherine Street
Sandton, Johannesburg

Provisional Income Statement
For the year ended 31st December, 2011


For Arctos Trading (Pty) Ltd

Authorized Signatory

$$
\text { "V" p } 3
$$

GROUP / ASSOCIATE ENTITIES/COMPANIES

| Name of Unit | Worlds Window Infrastructure \& Logisitcs Pvt. Ltd. | Alstrong Enterprises India Pvt. Ltd. |  | Worlds Window Impex India Pvt. Ltd. |  | Maple Logistics Pvt. Ltd. |  | Everest Metals FZE |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name of Director/Promo ter | Mr. Varun Bhasin, <br> Mr. Anil Kumar Misra, Mr. K K Gangadharan, Mr. Rajiv Kumar Kochhar | Mr. Naveen Agarwal, Mr. Arun Kumar |  | Mr. Naveen Agrawal, Mr Piyoosh Goyal, Mr. Anil Kumar Misra, Mr. Sunil Kumar Maheshwari, Mr. Amit Kalra |  | Mr. Nitin Agarwal \& Anil Bhupal |  | Ms. Deepa Prakash |  |
| Activity | ICD | Manufacturing of ACP panels |  | Trading of ferrous \& non ferrous metal |  | Logistics |  | Trading of metal and metal scrap |  |
| Year Ending | March | March |  | March |  | March |  | December |  |
| Year | 20122011 | 2012 | 2011 | 2012 | 2011 | 2012 | 2011 | 2011 | 2010 |
| Net Sales | 57.2247 .53 | 89.73 | 62.20 | $\begin{gathered} 1127.9 \\ 7 \end{gathered}$ | 927.95 | 103.31 | 45.26 | 711.21 | 541.07 |
| PAT | 22.5510 .20 | 8.57 | 7.28 | 14.04 | 10.97 | 1.24 | 0.47 | 8.83 | 7.81 |
| Cash Accrual | 25.0212 .30 | 9.16 | 7.89 | 14.78 | 14.92 | 6.88 | 3.48 | 9.48 | 8.29 |
| PUC | 13.70 13.70 | 2.00 | 1.94 | 4.74 | 4.74 | 0.89 | 0.88 | 16.35 | 16.35 |
| TOL/TNW | 0.46 0.57 | 2.24 | 2.06 | 1.62 | 1.77 | 6.78 | 2.07 | 0.80 | 1.13 |
| Banking Arrangements | Multiple | Consortium |  | Consortium |  | Sole |  | Multiple |  |
| Name of Other Bankers | Punjab National Bank, ICICI, HDFC | SBI and PNB |  | SBI, OBC, ICICI, SBT, SBM |  | ICICI |  | Habib Mashreq PNB HSBC B | Bank, Bank, Dubai, k |



Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E

## Auditors' Report \& Financial Statements

For the year ended 31st December, 2011

## Everest Metals (FZE) Hamriyah Free Zone, Sharjah U.A.E

For the year ended 31st December, 2011


## INDEPENDENT AUDITORS' REPORT

To the shareholder of M/s. Everest Metals (FZE), P.O. Box. 50015, HFZ, Sharjah, United Arab Emirates.

## Report on the Financial Statements

We have audited the accompanying financial statements of M/s. Everest Metals (FZE), Hamriyah Free Zone, Sharjah, United Arab Emirates ("the establishment") which comprise of the financial position as at $31^{\text {s1 }}$ December, 2011, the statement of comprehensive income, statement of changes in equity and slatement of cash flow for the year then ended, and a summary of significant accounting policies and other explanatory notes.

## Management's rasponsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards and as required by the provisions of the Emri decree issued in November 2, 1995 for entities in Hamriyah Free Zone, Sharjah. This responsibility includes: designing, implementing and maintaining internal control relevant to the preparation and fair presentation of financial statements that is free from material misstatement whether due to fraud or error, selecting and applying appropriate accounting policies and making accounting estimate that are reasonable under the circumstances.

## Auditors' responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with International Standard on Auditing, to obtain reasonable assurance, whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessment, auditor consider internal control relevant to the (FZE's) preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate under the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the (FZE's) internal control. An audit also includes evaluating the appropriateness of accounting principles used and reasonableness of accounting estimate made by management, as well as evaluating the overall presentation of the financial statements. An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the annual financial statements present fairly, in all material respects, the financial position of the M/s. Everest Metals (FZE), Hamriyah Free Zone, Sharjah, United Arab Emirates as at $31^{\text {st }}$ December, 2011, and its financial performance and its cash flow for the year then ended in accordance with International Financial Reporting Standards.

## Report on Other Legal and Regulatory Requirement

As required by the provisions of the Emiri decree issued on November 2, 1995 for the entities in Hamriyah Free Zone, Sharjah, we further confirm that.

1. We have obtained all the information and explanations necessary for our audit.
2. Proper book of accounts have been maintained by the company
3. We are not aware of any contraventions during the year of the above mentioned law or the (FZE's) Articles of Association, which may have material effect on the financial position of the (FZE) or the result of its operations for the year.

For Axis Auditing \& Accounting
Auditors \& Business Consultants


Reg. No: 368 Dubai, UAE.
Date: $15^{\text {th }}$ March, 2012


File No: AAA/820/12

## Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E.
Annual Financial Statements for the year ended 31st December, 2011
Statement of Financial Position

|  | Note | $\begin{aligned} & 2011 \\ & \text { AED } \end{aligned}$ | $\begin{aligned} & 2010 \\ & \text { AED } \\ & \hline \end{aligned}$ |
| :---: | :---: | :---: | :---: |
| Assets |  |  |  |
| Non- Current Asset |  |  |  |
| Property and equipment | 4 | 1,226,130 | 1,318,384 |
| Capital work in progress | 5 | 5,388,264 | 3,594,852 |
| Investments | 6 | 150,000 | - |
|  |  | 6,764,394 | 4,913,236 |
| Current Asset |  |  |  |
| Inventory | 7 | 462,731 | 311,732 |
| Trade and other receivables | 8 | 61,913,486 | 64,995,489 |
| Cash and cash equivalents | 9 | 3,957,677 | 2,253,506 |
|  |  | 66,333,894 | 67,560,727 |
| Total Assets |  | 73,098,288 | 72,473,963 |
| Equity and Liabilities |  |  |  |
| Equity |  |  |  |
| Share capital | 2 | 12,000,000 | 12,000,000 |
| Retained earnings |  | 28.500,058 | 22,018,239 |
|  |  | 40,500,058 | 34,018,239 |
| Liabilities |  |  |  |
| Long term loans | 10 | 27,245,369 | 32,141,296 |
| Vehicle loans | 11 | 94,876 | 131,788 |
|  |  | 27,340,245 | 32,273,086 |
| Current Liabillties |  |  |  |
| Trade and other payables | 12 | 5,017,499 | 5,977.336 |
| Current portion vehicle Ioan |  | 240.486 | 205,302 |
| Total Llabilities |  | 5,257,085 | 6,182,638 |
| Total Equity and Liabilities |  | 73,098,288 | 72,473,983 |

The notes on pages 7 to 11 form an integral part of these financial statements.
These financial statements have been approved and signed by the undersigned on 04th March, 2012

## For Everest Matals (FZE)



## Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E.

Annual Financial Statements for the year ended 31st December, 2011
Statement of Comprehensive Income

|  |  | Note | $\mathbf{2 0 1 1}$ |
| :--- | ---: | ---: | ---: |
| AED | 2010 |  |  |
| AED |  |  |  |

The notes on pages 7 to 11 form an integral part of these flnancial statements.
These financial statements have been approved and slgned by the undersigned on 04th March, 2012
For Everest Metals (FZE)


Authorized Signatory
The report of the Audilors is set on page 1 and $z$.

## Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E.

Annual Financial Statements for the year ended 31st December, 2011
Statement of Changes in Equity

|  | Share <br> Capital | Retained <br> Earnings | Un registered <br> Capital | Total |
| :--- | ---: | ---: | ---: | :--- |

The notes on pages 7 to 11 form an Integral part of these financlal statements.
These financial statements have been approved and signed by the undersigned on 04th March, 2012


## Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E.

Annual Financial Statements for the year ended 31st December, 2011
Statement of Cash Flows

| Cash flows from operating activities | $\begin{aligned} & 2011 \\ & \text { AED } \end{aligned}$ | $2010$ AED |
| :---: | :---: | :---: |
| Profit for the year | 6,481,819 | 5,736,524 |
| Adjustment for: |  |  |
| Depreciation | 475,797 | 351,698 |
| Changes in working capltal: |  |  |
| Inventory | (150,999) | $(306,400)$ |
| Trade and other receivables Trade and other payables | $\begin{gathered} 3,082,003 \\ (959,837) \end{gathered}$ | $\begin{aligned} & 2,103,778 \\ & 1,681,190 \end{aligned}$ |
| Cash generated from operations | 8,928,783 | 9,566,790 |
| Net cash (used in)/ generated from operating activities | 8,928,783 | 9,566,780 |
| Cash flows from investing activities |  |  |
| Investments | $(150,000)$ |  |
| Additional property and equipment | $(387,019)$ | $(71,588)$ |
| Capital work in progress | $(1,793,412)$ | $(2,199,556)$ |
| Net cash used in investing activities | $(2,330,431)$ | $(2,271,144)$ |
| Cash flows from financing activities |  |  |
| Disposal during the year | 3,476 | 40,175 |
| Unregistered share capital |  | (780,793) |
| Short term borrowings | 35,184 | 11,448 |
| Vehicles loans | $(36,812)$ | $(177,837)$ |
| Long term loans | $(4,895,829)$ | $(18,463,108)$ |
| Additional share capital introduced |  | 11,850,000 |
| Net cash used in financing activitios | (4,894,181) | $(7,520,115)$ |
| Net cash movement for the year | 1,704,171 | $(224,489)$ |
| Cash and cash equivalents at the beginning of the year | 2,253,506 | 2,477,975 |
| Cash and cash equivalents at end of the year | 3,957,677 | 2,253,506 |

The notes on pages $\mathbf{7}$ to 11 form an integral part of these financial statements.
These financial statements have been approved and slgned by the undersigned on 04th March, 2012
For Everest Metals (FZE)


Authorized Signatory
The report of the Auditors is set on page tran


## Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E.

## Annual Financial Statements for the year ended 31st December, 2011

 Notes to the Financial Statements
## 1 Legal status and activities

Everest Metals (FZE) was registered in Hamriyah Free Zone, Sharjah, on 25th March, 2008 registration number 3196, commercial licence no: 3634 , as a free zone establishment with limited liability pursuant to Emin Decres No, (6) of 1995 of H.H Sheikh Dr.Sultan Bin Mohammad Al Qasimi, Ruler of Sharjah, and the implementing rules and regulations thereto issued by the Hamriyah Fres Zone Authority. The reglstered address of the (FZE) Is P.O. Box 50015, Hamriyah Free Zone, Sharjah, United Arab Emirates.

The (FZE) is primarily engaged in the business of General trading
The (FZE) is controlled and managed by Mr. Arun Prakash, an Indian national

## 2 Sharaholding

The shareholding of the (FZE) is as follows:

| Name Nationality | No. of shares | Value per share AED | Total value AED | $\begin{gathered} \% \\ \text { age } \\ \hline \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: |
| 1. M/S World Window Trading Frivate Limited | 80 | 150,000 | 12,000,000 | 100 |
|  | 80 |  | 12,000,000 | 100 |

The authorized and paid up share capital of the company is AED $12,000,000$ / divided into 80 shares of AED 150,000/each.

## 3 SIgnificant Accounting Policies

Statement of compliance
3.1 These financial statements have been prepared in accordance with the International Financial Reporting Standards. (IFRSs).
3.2 These financial statements have been prepared under the historlcal cost convention. The fair / net realizable value concept of measurement of assets and liabilities has also been applied wherever applicable under (IFRSs.)

### 3.3 Revenue recognition

Revenue from rendering of services is recognized when invoices are issued for the services provided in respect of contract of work is finished.

### 3.4 Foreign currency transactions

Foreign currency transactions are recorded in U.A.E. Dirhams at the approximate rate of exchange ruling at the time of the transaction. Assets and liabilities expressed in foreign currencies at the statement of financial position date are translated into U.A.E. Dirhams at the year end rate of exchange. All foreign currency gains or losses are booked in the statement of comprehensive income as and when they arise.


## Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E.
Annual Financial Statements for the year ended 31st December, 2011
Notes to the Financial Statements
3.5 Trade receivables

Trade receivables are reported at net of allowances to reffect the estimated recoverable amount.
3.6 Inventory

Inventory is stated at lower of cost and net realizable value. The cost of closing inventory is determined on the basis of FIFO cost.
3.7 Property and equipment depreciation

Property and equipment are stated at historical cost less accumulated depreciation. Depreciation is computed on straight line method using the following rates:

Land and porta cabins
Furniture \& Fixtures
Computer and equipment
Plant and machinery
Motor vehicles
Fult month's depreciation is charged in the month of addltion while no depreclation Is charged in the month of disposal of property and equipment. Repairs and renewals are charged to income as and when the expenditure is incurred.

Property and equipment

| Cost | Land \& Porta cabi AED | Furniture \& Fixtures AED | Computer: equipment AED | Plant \& Machinery AED | Motor Vehicles AED | Total AED |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| At 1st January, 2011 | 458,760 | 256,025 | 207,720 | 253,890 | 1,074,000 | 2,250,395 |
| Additions during the year | - | 8,000 | 104,744 | - | 274,275 | 387.019 |
| Disposal during the year | - | $(1,676)$ | $(1,800)$ | - |  | $(3,476)$ |
| At 31st December, 2011 | 458,760 | 262,349 | 310,664 | 253,890 | 1,348,275 | 2,633,938 |


| Accumulated dapreclation |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| At 1st January, 2011 | 133,534 | 149,644 | 111,644 | 98,338 | 438,851 | 932,011 |
| Charge for the year | 55,433 | 74,831 | 68,136 | 62,921 | 214,476 | 475,797 |
| At 3ist December, 2011 | 188,967 | 224,475 | 179,780 | 161,259 | 653,327 | 1,407,808 |

Net book value

| At 31st December, 2011 | 269,793 | 37,874 | 130,884 | 92,631 | 694,948 | $1,226,130$ |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| At 31st December, 2010 | 325,226 | 106,381 | 96,076 | 155,552 | 635,149 | $1,318,384$ |



## Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E.

Annual Financial Statements for the year ended 31st December, 2011
Notes to the Financial Statements


6 Investments
(Purchase of share in Avon General Trading)
150,000

| 150,000 | - |
| ---: | ---: |
|  |  |
| 462,731 | 311,732 |
| 462,731 | 311,732 |
|  |  |
|  |  |
| $38,598,337$ | $37,617,153$ |
| $22,604,212$ | $26,880,934$ |
| 21,203 | 47,932 |
| 22,496 | 241,859 |
| 484,009 | 207,614 |
| 183,229 | - |
| $61,913,486$ | $84,995,489$ |

9 Cash and cash equivalents


10 Long ferm loans
IMR General Irading FZE loan
Adlitiya Prakash
Arun Prakash
Bhagwan Dass
Bhaskar Mlital
Deepa Prakash
Everest staff
Bharat Jain
Harish Mohan

| $22,835,518$ | $28,707,518$ |
| ---: | ---: |
| $1,139,571$ | 288,827 |
| 147,077 | 91,988 |
| $2,569,000$ | $2,569,000$ |
| 33,530 | 130,075 |
| 41,511 | 61,856 |
| 178,533 | 179,972 |
| 113,927 | 62,761 |
| - | 23,009 |
| - | $\mathbf{1 4 , 9 9 3}$ |
| - | 11,299 |
| 186,702 | - |
| $\mathbf{2 7 , 2 4 5 , 3 6 9}$ | $\mathbf{3 2 , 1 4 1 , 2 9 8}$ |

10.1 This represents loans which is interst free, unsecured and no fixed tenture for repayment.


## Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E.
Annual Financial Statements for the year ended 31st December, 2011
Notes to the Financlal Statements

|  | 2011 | 2010 |  |
| :--- | ---: | ---: | ---: |
| 11 AED |  |  |  |
| Vehicle loans | AED |  |  |
| Vehicle loans | 335,362 | 337,090 |  |
| Less: Current portion of vehicle loans | $(240,486)$ | $(205,302)$ |  |
|  |  | 94,876 | 131,788 |
|  |  |  |  |

11.1 The above foan is secured by charge over vehicles.

12 Trade and other payables


15 Other Income
Miscellanlous income

311,888
549,241

| 311,888 | 549,241 |
| ---: | ---: |



$$
\text { "V" p } 17
$$

## Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E.

Annual Financial Statements for the year ended 31st December, 2011
Notes to the Financial Statements

Falr value of financial instruments
The (FZE's) financial instruments are accounted for under the historical cost convention. Fair value represents the amount at which an asset could be exchanged or a liability settled between knowledgeable, willing parties in an arm's length transaction, therefore, differences can arise between values under the historical cost method and fair value estimates. The fair value of the (FZE's) financial instruments is not materially different from the carrying value at 3'st December, 2011.

## Comparative figures

Prevlous year's figures have been reclassified / regrouped wherever necessary to conform to the presentation adopted in these financial statements. Figures of the (FZE) have been rounded off to nearest AED 1/-.

The notes on pages 7 to 11 form an integral part of these financial statements.
These financlal statements have been approved and signed by the undersigned on 04th March, 2012

## For Everest Metals (FZE)



Authorlzed signatory
The report of the Auditors is set on page 1 and 2.


## "V" p 18



These financial statements have been audited in compliance with the applicable requirements of the Companies Act 71 of 2008.

Published 23 July 2013

"V" p 19

## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## General Information



$$
\text { "V" p } 20
$$

## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Index

The reports and statements set out below comprise the financial statements presented to the shareholders:

| Index | Page |
| :--- | :---: |
| Director's Responsibilities and Approval | 3 |
| Independent Auditors' Report | 4 |
| Director's Report | $5-6$ |
| Statement of Financial Position | 7 |
| Statement of Comprehensive Income | 8 |
| Statement of Changes in Equity | 9 |
| Statement of Cash Flows | 10 |
| Accounting Policies | $11-13$ |
| Notes to the Financial Statements |  |

The following supplementary information does not form part of the financial statements and is unaudited:
$\begin{array}{ll}\text { Statement of Financial Performance } & 19-20\end{array}$
Tax Computation

## Level of assurance

These financial statements have been audited in compliance with the applicable requirements of the Companies Act 71 of 2008.

Preparer
Tshepo Mashile
Business Accountant (SA)

## Published

23 July 2013

## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Director's Responsibilities and Approval

The director is required by the Companies Act 71 of 2008, to maintain adequate accounting records and is responsible for the content and integrity of the financial statements and related financial information included in this report. It is his responsibility to ensure that the financial statements fairly present the state of affairs of the company as at the end of the financial year and the results of its operations and cash flows for the period then ended, in conformity with the International Financial Reporting Standard for Small and Medium-sized Entities. The external auditors are engaged to express an independent opinion on the financial statements.

The financial statements are prepared in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and are based upon appropriate accounting policies consistently applied and supported by reasonable and prudent judgements and estimates.

The director acknowledges that he is ultimately responsible for the system of internal financial control established by the company and places considerable importance on maintaining a strong control environment. To enable the director to meet these responsibilities, the director sets standards for internal control aimed at reducing the risk of error or loss in a cost effective manner. The standards include the proper delegation of responsibilities within a clearly defined framework, effective accounting procedures and adequate segregation of duties to ensure an acceptable level of risk. These controls are monitored throughout the company and all employees are required to maintain the highest ethical standards in ensuring the company's business is conducted in a manner that in all reasonable circumstances is above reproach. The focus of risk management in the company is on identifying, assessing, managing and monitoring all known forms of risk across the company. While operating risk cannot be fully eliminated, the company endeavours to minimise it by ensuring that appropriate infrastructure, controls, systems and ethical behaviour are applied and managed within predetermined procedures and constraints.

The director is of the opinion, based on the information and explanations given by management, that the system of internal control provides reasonable assurance that the financial records may be relied on for the preparation of the financial statements. However, any system of internal financial control can provide only reasonable, and not absolute, assurance against material misstatement or loss.

The director has reviewed the company's cash flow forecast for the year to 31 December 2012 and, in the light of this review and the current financial position, he is satisfied that the company has or has access to adequate resources to continue in operational existence for the foreseeable future.

The external auditors are responsible for independently reviewing and reporting on the company's financial statements. The financial statements have been examined by the company's external auditors and their report is presented on page 4.

The financial statements set out on pages 5 to 21 , which have been prepared on the going concern basis, were approved by the director on 23 July 2013 and were signed on its behalf by:

## Director

## Independent Auditors' Report

## To the shareholders of Arctos Trading (Proprietary) Limited

We have audited the financial statements of Arctos Trading (Proprietary) Limited, as set out on pages 7 to 18, which comprise the statement of financial position as at 31 December 2011, and the statement of comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and the notes, comprising a summary of significant accounting policies and other explanatory information.

## Director's Responsibility for the Financial Statements

The company's director is responsible for the preparation and fair presentation of these financial statements in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities, and requirements of the Companies Act 71 of 2008, and for such internal control as the director determines is necessary to enable the preparation of financial statements that are free from material misstatements, whether due to fraud or error.

## Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with International Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Arctos Trading (Proprietary) Limited as at 31 December 2011, and its financial performance and its cash flows for the year then ended in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities, and the requirements of the Companies Act 71 of 2008.

## Other reports required by the Companies Act

As part of our audit of the financial statements for the year ended 31 December 2011, we have read the Directors' Report for the purpose of identifying whether there are material inconsistencies between these reports and the audited financial statements. This report is the responsibility of the respective preparer. Based on reading this report we have not identified material inconsistencies between this report and the audited financial statements. However, we have not audited this report and accordingly do not express an opinion on this report.

## Harbour and Associates Incorporated <br> Registered Auditors

## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Director's Report

The director submits his report for the year ended 31 December 2011.

## 1. Review of activities

## Main business and operations

The company is engaged in mining of coal and operates principally in South Africa.
The operating results and state of affairs of the company are fully set out in the attached financial statements and do not in our opinion require any further comment.

## 2. Going concern

The financial statements have been prepared on the basis of accounting policies applicable to a going concern. This basis presumes that funds will be available to finance future operations and that the realisation of assets and settlement of liabilities, contingent obligations and commitments will occur in the ordinary course of business.

The fact that the total liabilities exceed the assets has not hindered the company's ability to pay its debts as they become due in the normal course of business.

## 3. Authorised and issued share capital

Issued share capital of R10 000 was introduced in the current year.

## 4. Dividends

No dividends were declared or paid to shareholders during the year.

## 5. Director

The director of the company during the year and to the date of this report is as follows:
Name
Rajiv Dabas
6. Secretary

The secretary of the company is Harbour and Associates Management Services (Pty) Ltd of:
Business address

Postal address
24 Stirrup Lane Woodmead Office Park WOODMEAD


Postnet Suite 635
Private Bag X29
Gallo Manor
2052

## 7. Holding company

The company's holding company is VASUDHAMAA RESOURCES PTE LTD incorporated in Singapore.

## 8. Special resolutions

At a general meeting of the shareholders on 08 December 2011 it was resolved that the share capital of the company be increased from R 1000 divided into 1000 ordinary shares of 100 cents each to R 10000 divided into 10000 ordinary shares of 100 cents each of the ordinary shares in the capital of the company.

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\text { "V" p } 24
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## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Director's Report

## 9. Auditors

Harbour and Associates Incorporated will continue in office in accordance with section 90 of the Companies Act 71 of 2008.


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## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Statement of Financial Position as at 31 December 2011

| Figures in Rand | Note(s) 2011 |
| :--- | :--- |

## Assets

| Non-Current Assets |  |  |
| :---: | :---: | :---: |
| Property, plant and equipment | 2 | 938626 |
| Excavations and explorations assets | 3 | 30692724 |
| Investment in mining rights | 4 | 362852050 |
| Deferred tax | 5 | 2316812 |
|  |  | 396800212 |
| Current Assets |  |  |
| Inventories | 6 | 2217980 |
| Loans to managers and employees | 7 | 14220 |
| Trade and other receivables | 8 | 7788285 |
| Prepayments |  | 2560000 |
| Loans and Advances |  | 10620290 |
| Cash and cash equivalents | 9 | 13647003 |
|  |  | 36847778 |
| Total Assets |  | 433647990 |
| Equity and Liabilities |  |  |
| Equity |  |  |
| Share capital | 10 | 10119 |
| Accumulated loss |  | (25 690358 ) |
|  |  | (25 680 239) |
| Liabilities |  |  |
| Non-Current Liabilities |  |  |
| Other financial liabilities | 11 | 364079239 |
| Finance lease obligation | 12 | 412240 |
|  |  | 364491479 |
| Current Liabilities |  |  |
| Other financial liabilities | 11 | 70343938 |
| Finance lease obligation | 12 | 122090 |
| Trade and other payables | 13 | 24370722 |
|  |  | 94836750 |
| Total Liabilities |  | 459328229 |
| Total Equity and Liabilities |  | 433647990 |

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\text { "V" p } 26
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## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Statement of Comprehensive Income

| Figures in Rand | Note(s) | 2011 |
| :---: | :---: | :---: |
| Revenue | 14 | 8507257 |
| Cost of sales | 15 | (2 865 224) |
| Gross profit |  | 5642033 |
| Operating expenses |  | (31 158 527) |
| Operating loss | 16 | (25 516 494) |
| Investment revenue | 17 | 4685 |
| Fair value adjustments | 18 | (1 184 893) |
| Loss on mining investments | 19 | (147 950) |
| Finance costs | 20 | (1 162 518) |
| Loss before taxation |  | $(28007$ 170) |
| Taxation | 21 | 2316812 |
| Loss for the year |  | (25 690358 ) |
| Other comprehensive income |  | - |
| Total comprehensive loss for the year |  | $(25690$ 358) |

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\text { "V" p } 27
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## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Statement of Changes in Equity

| Figures in Rand | Share capital | Share premium | Total share <br> capital | Accumulated <br> loss | Total equity |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |

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\text { "V" p } 28
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## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Statement of Cash Flows

| Figures in Rand | Note(s) | 2011 |
| :---: | :---: | :---: |
| Cash flows from operating activities |  |  |
| Cash receipts from customers |  | 6047877 |
| Cash paid to suppliers and employees |  | (15694 586) |
| Cash used in operations | 22 | (9 646 709) |
| Interest income |  | 4685 |
| Finance costs |  | (1162 518) |
| Net cash from operating activities |  | $(10804542)$ |
| Cash flows from investing activities |  |  |
| Purchase of property, plant and equipment | 2 | (1 033 856) |
| Purchase of other intangible assets | 3 | (30 692 724) |
| Investments in mining |  | (362 852 050) |
| Sale of biological assets |  | (147 950) |
| Loans and Advances |  | (10 620 290) |
| Net cash from investing activities |  | (405 346870 ) |
| Cash flows from financing activities |  |  |
| Proceeds on share issue | 10 | 10119 |
| Repayment of other financial liabilities |  | 433238284 |
| Movement in loans to employees |  | (14 220) |
| Finance lease payments |  | 534330 |
| Net cash from financing activities |  | 433768513 |
| Total cash movement for the year |  | 17617101 |
| Effect of exchange rate movement on cash balances |  | (3970 100) |
| Total cash at end of the year | 9 | 13647001 |

## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Accounting Policies

## 1. Presentation of Financial Statements

The financial statements have been prepared in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities, and the Companies Act 71 of 2008. The financial statements have been prepared on the historical cost basis, and incorporate the principal accounting policies set out below. They are presented in South African Rands.

### 1.1 Property, plant and equipment

Property, plant and equipment are tangible items that:

- are held for use in the production or supply of goods or services, for rental to others or for administrative purposes; and
- are expected to be used during more than one period.

Property, plant and equipment is carried at cost less accumulated depreciation and accumulated impairment losses.
Cost includes all costs incurred to bring the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

Costs include costs incurred initially to acquire or construct an item of property, plant and equipment and costs incurred subsequently to add to, replace part of, or service it. If a replacement cost is recognised in the carrying amount of an item of property, plant and equipment, the carrying amount of the replaced part is derecognised.

Depreciation is provided using the straight-line method to write down the cost, less estimated residual value over the useful life of the property, plant and equipment, which is as follows:

Item
Furniture and fixtures
Motor vehicles
Office equipment
Leasehold improvements

Average useful life
6 Years
5 Years
6 Years
20 years

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised in profit or loss in the period.

### 1.2 Excavations and explorations assets

The expenses incurred on mining and excavation are related to initial box cuts and mine initiation. Keeping in view the overall strip ratio of mine as 1:4, which has been deduced from geological data, and the average hard to soft ratio over the life of mine, the expenses are booked in that proportion while excess over that has been deferred to be written off over life of mine in proportion of reserves that will be extracted.

### 1.3 Investment in mining rights

## Jointly controlled operations

In respect of its interest in jointly controlled operations, the company recognises in its financial statements:

- the assets that it controls and the liabilities that it incurs, and
- the expenses that it incurs and the income that it earns from the sale of goods or services by the joint operations.


### 1.4 Financial instruments

## Financial instruments at amortised cost

Debt instruments, as defined in the standard, are subsequently measured at amortised cost using the effective interest method. Debt instruments which are classified as current assets or current liabilities are measured the the undiscounted amount of the cash expected to be received or paid, unless the arrangement effectively constitutes a financing transaction.

At the end of each reporting date, the carrying amounts of assets held in this category are reviewed to determine whether there is any objective evidence of impairment. If so, an impairment loss is recognised

## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Accounting Policies

### 1.4 Financial instruments (continued)

## Financial instruments at cost

Commitments to receive a loan are measured at cost less impairment.
Equity instruments that are not publicly traded and whose fair value cannot otherwise be measured reliably are measured at cost less impairment. This includes equity instruments held in unlisted investments.

### 1.5 Tax

## Current tax assets and liabilities

Current tax for current and prior periods is, to the extent unpaid, recognised as a liability. If the amount already paid in respect of current and prior periods exceeds the amount due for those periods, the excess is recognised as an asset.

## Tax expenses

Tax expense is recognised in the same component of total comprehensive income (i.e. continuing operations, discontinued operations, or other comprehensive income) or equity as the transaction or other event that resulted in the tax expense.

### 1.6 Leases

A lease is classified as a finance lease if it transfers substantially all the risks and rewards incidental to ownership to the lessee. A lease is classified as an operating lease if it does not transfer substantially all the risks and rewards incidental to ownership.

## Operating leases - lessee

Operating lease payments are recognised as an expense on a straight-line basis over the lease term except in cases where another systematic basis is representative of the time pattern of the benefit from the leased asset, even if the receipt of payments is not on that basis, or where the payments are structured to increase in line with expected general inflation.

### 1.7 Inventories

Inventories are measured at the lower of cost and selling price less costs to complete and sell, on the first-in, first-out (FIFO) basis.

### 1.8 Impairment of assets

The company assesses at each reporting date whether there is any indication that an asset may be impaired.
If there is any indication that an asset may be impaired, the recoverable amount is estimated for the individual asset. If it is not possible to estimate the recoverable amount of the individual asset, the recoverable amount of the cash-generating unit to which the asset belongs is determined.

If an impairment loss subsequently reverses, the carrying amount of the asset (or group of related assets) is increased to the revised estimate of its recoverable amount, but not in excess of the amount that would have been determined had no impairment loss been recognised for the asset (or group of assets) in prior years. A reversal of impairment is recognised immediately in profit or loss.

### 1.9 Share capital and equity

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities.

## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Accounting Policies

### 1.10 Employee benefits

## Short-term employee benefits

The cost of short-term employee benefits, (those payable within 12 months after the service is rendered, such as paid vacation leave and sick leave, bonuses, and non-monetary benefits such as medical care), are recognised in the period in which the service is rendered and are not discounted.

### 1.11 Provisions and contingencies

Provisions are recognised when:

- the company has an obligation at the reporting date as a result of a past event;
- it is probable that the company will be required to transfer economic benefits in settlement; and
- the amount of the obligation can be estimated reliably.

Contingent assets and contingent liabilities are not recognised.

### 1.12 Revenue

Revenue is measured at the fair value of the consideration received or receivable and represents the amounts receivable for goods and services provided in the normal course of business, net of trade discounts and volume rebates, and value added tax.

Interest is recognised, in profit or loss, using the effective interest rate method.
Service fees included in the price of the product are recognised as revenue over the period during which the service is performed.

### 1.13 Borrowing costs

Borrowing costs are recognised as an expense in the period in which they are incurred.

### 1.14 Translation of foreign currencies

## Foreign currency transactions

A foreign currency transaction is recorded, on initial recognition in the functional currency of the company, by applying to the foreign currency amount the spot exchange rate between the functional currency and the foreign currency at the date of the transaction.

Exchange differences arising on the settlement of monetary items or on translating monetary items at rates different from those at which they were translated on initial recognition during the period or in previous financial statements are recognised in profit or loss in the period in which they arise.

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## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Notes to the Financial Statements

| Figures in Rand | 2011 |
| :--- | :---: |

2. Property, plant and equipment

|  | 2011 |  |  |
| :---: | :---: | :---: | :---: |
|  | Cost / Valuation | Accumulated depreciation and impairments | Carrying value |
| Furniture and fixtures | 5090 | (390) | 4700 |
| Motor vehicles | 639400 | (72 135) | 567265 |
| Office equipment | 89366 | (7 705) | 81661 |
| Leasehold improvements | 285000 | - | 285000 |
| Total | 1018856 | (80 230) | 938626 |

Reconciliation of property, plant and equipment - 2011

|  | Opening balance | Additions | Depreciation | Total |
| :---: | :---: | :---: | :---: | :---: |
| Furniture and fixtures | - | 5090 | (390) | 4700 |
| Motor vehicles |  | 639400 | (72 135) | 567265 |
| Office equipment | - | 89366 | (7 705) | 81661 |
| Leasehold improvements | - | 300000 | $(15000)$ | 285000 |
|  | - | 1033856 | (95 230) | 938626 |

## Pledged as security

Motor Vehicles are subject ot instalment sales agreements and are securities against the instalment sales.
A register containing the information required by Regulation 25(3) of the Companies Regulations, 2011 is available for inspection at the registered office of the company.
3. Excavations and explorations assets


## 4. Investment in mining rights

| Name of company | Carrying <br> amount 2011 |
| :--- | ---: |
| Idwala Coal (Proprietary) Limited | 165000000 |
| Tegeta Exploration and Resources (Proprietary) Limited | 197852050 |
|  | 362852050 |

All the entities are incorporated in South Africa and do not share the year end of the company.
The carrying amount of joint mining rights are shown gross of impairment losses.

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## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Notes to the Financial Statements

| Figures in Rand | 2011 |
| :--- | :--- |

It is a 3 year joint operations in mining rights, refundable should Arctos not participate in any projects within the joint operation at an interest of $8 \%$ per annum from the date of claim.
5. Deferred tax

Deferred tax asset
Tax losses available for set off against future taxable income

Reconciliation of deferred tax asset (liability)
Increase in tax losses available for set off against future taxable income
6. Inventories

Finished goods
2188921
Coal
7. Loans to managers and employees

Loans to directors, managers and employees
Advances

The loans to directors, managers and employees are interest free, unsecured and are repayable in January 2012.
8. Trade and other receivables

| Trade receivables | 2459380 |
| :--- | ---: |
| Deposits | 158716 |
| VAT | 5082837 |
| Operating lease receivables | 48500 |
| Impress Account | 38852 |
|  | $\mathbf{7 7 8 8 2 8 5}$ |

## 9. Cash and cash equivalents

Cash and cash equivalents consist of:
Cash on hand
Bank balances
10. Share capital

Authorised
10000 Ordinary shares of R1 each

## Issued

Ordinary
Share premium

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## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Notes to the Financial Statements

| Figures in Rand | 20112 |
| :--- | :---: |

## 11. Other financial liabilities

## At amortised cost

Bank of Baroda Ioan
283611482
Secured by investments in Tegeta Exploration and Idwala Coal, interest is charged at $9 \%$ linked to prime and repayable quarterly in 20 equal instalments effective from 28 February 2012. Last payment is on 28 February 2016.
JIC Mining Services 44000000
Unsecured Loan, interest free and repayable on terms agreed annually.
J J TRADING 9564773
Unsecured Loan, Interest is charged at 2\% per annum and payable on terms agreed annually.
Oakbay Investments
96000000
Unsecured Loan, interest free and repayable on terms agreed annually.
IMR General Trading
Unsecured Loan, Interest is charged at 2\% per annum and payable on terms agreed annually.


It is company policy to lease certain motor vehicles under instalment sale agreement.
Interest rates are linked to prime at the contract date, repayable in monthly instalments of R11723 and final payment on 07 August 2016..

## 13. Trade and other payables

| Amounts received in advance | 469851 |
| :--- | ---: |
| Provision for Expenses | 11533591 |
| Other accrued expenses | 290558 |
| Other payables | 12076722 |
| $\mathbf{2 4 3 7 0 7 2 2}$ |  |

## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Notes to the Financial Statements

| Figures in Rand | 20112 |
| :--- | :---: |

## 14. Revenue

Revenue - Coal
7868262
Revenue - HMS
15. Cost of sales

Sale of goods
Cost of goods sold
16. Operating loss

Operating loss for the year is stated after accounting for the following:
Operating lease charges
Premises

- Contractual amounts

827410

147950
Gain on biological assets and agricultural produce
95230
1773265
Employee costs
17. Investment revenue

Interest revenue
Bank
18. Fair value adjustments

Impairment on unsecured loans
19. Gains or losses on mining investments

Gains or losses arising from a change in fair value less costs to sell

## 20. Finance costs

Non-current borrowings
21. Taxation

Major components of the tax income
Deferred
Benefit of unrecognised tax loss
(2 316 812)

## Reconciliation of the tax expense

Reconciliation between accounting profit and tax expense.
Accounting loss
(28 007 170)

Tax at the applicable tax rate of $28 \%$
(7 842 008)

## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Notes to the Financial Statements

| Figures in Rand | 2011 |
| :--- | :--- |

## 22. Cash used in operations

Loss before taxation
(28 007 170)
Adjustments for:
Depreciation and amortisation 95230
Loss on sale of assets 147950
Loss on foreign exchange $\quad 3970100$
Interest received
Finance costs 1162518
Fair value adjustments 1184893
Changes in working capital:
Inventories
Trade and other receivables
(2 217 980)
(7 788 287)
Prepayments
(2 560 000)
Trade and other payables

## 23. Related parties

## Relationships

Holding company
Joint operations

Members of key management

## VASUDHAMAA RESOURCES PTE LTD <br> Tegeta Exploration and Resources (Proprietary) Limited <br> Idwala Coal (Proprietary) Limited R Dabas

24. Director's remuneration

Executive
2011

Emoluments Total
Rajiv Dabas
144848

## 25. Comparative figures

No comparative figures have been presented as these are the first financial statements of the company.

## Arctos Trading (Proprietary) Limited

(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011

## Statement of Financial Performance

| Figures in Rand | Note(s) 2011 |
| :--- | :--- |

Revenue

| Coal |  | 7868262 |
| :---: | :---: | :---: |
| Sales - HMS |  | 638995 |
|  | 14 | 8507257 |
| Cost of sales |  |  |
| Purchases |  | (5083 204) |
| Closing stock |  | 2217980 |
|  | 15 | $(2865$ 224) |
| Gross profit |  | 5642033 |
| Other income |  |  |
| Interest received | 17 | 4685 |
| Expenses (Refer to page 20) |  | (31 158 527) |
| Operating loss | 16 | (25 511 809) |
| Finance costs | 20 | (1 162 518) |
| Fair value adjustments | 18 | (1 184 893) |
| Loss on biological assets and agricultural produce | 19 | (147 950) |
|  |  | (2 495 361) |
| Loss before taxation |  | (28 007 170) |
| Taxation | 21 | 2316812 |
| Loss for the year |  | (25 690358 ) |
| Other comprehensive income |  | - |
| Total comprehensive loss for the year |  | (25 690 358) |

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## Arctos Trading (Proprietary) Limited <br> (Registration number 2011/002541/07)

Financial Statements for the year ended 31 December 2011

## Statement of Financial Performance

| Figures in Rand | Note(s) 2011 |
| :--- | :---: |


| Operating expenses |  |
| :--- | ---: |
| Advertising | 132655 |
| Assessment rates \& municipal charges | 2525 |
| Bank charges | 45298 |
| Computer expenses | 31885 |
| Consulting and professional fees - Geological Services | 1536723 |
| Consumables | 6140 |
| Depreciation, amortisation and impairments | 95230 |
| Employee costs | 1773265 |
| Entertainment | 7791 |
| Mining Costs | 17335659 |
| Fines and penalties | 233 |
| General \& Administrative Expenses | 672260 |
| Insurance | 47726 |
| Lease rentals on operating lease | 827410 |
| Legal expenses | 7500 |
| Loss on exchange differences | 3970100 |
| Motor vehicle expenses | 36769 |
| Other expenses | 75350 |
| Petrol and oil | 2252271 |
| Postage | 3547 |
| Printing and stationery | 44022 |
| Promotions | 61279 |
| Repairs and maintenance | 902275 |
| Royalties and license fees | 615260 |
| Security | 5737 |
| Staff welfare | 49693 |
| Training | 9212 |
| Transport and freight | 44375 |
| Travel - local | 470477 |
| Travel - overseas | 29705 |
| Utilities | 66155 |

## Arctos Trading (Proprietary) Limited

(Tax registration number 9063/465/19/0)
(Registration number 2011/002541/07)
Financial Statements for the year ended 31 December 2011
Tax Computation

| Figures in Rand | 2011 |
| :---: | :---: |
| Net loss per income statement | $(28007$ 170) |
| Permanent differences (Non-deductable/Non taxable items) |  |
| Fair Value (debit) adjustments to comply with IFRS | 1184893 |
| Impairment of unsecured loans | 147950 |
|  | 1332843 |
| Assessed loss for 2011 - carried forward | (26 674 327) |
| Tax thereon @ 28\% in the Rand | Nil |

## Company Master Data

## CIN

Company Name
ROC Code
Registration Number
Company Category
Company SubCategory
Class of Company
Authorised Capital(Rs)
Paid up Capital(Rs)
Number of Members(Applicable in case of company without Share Capital)
Date of Incorporation
Registered Address
Address other than $\mathrm{R} / \mathrm{o}$ where all or any books of account and papers are maintained
Email Id
Whether Listed or not
ACTIVE compliance
Suspended at stock exchange
Date of last AGM
Date of Balance Sheet
Company Status(for efiling)

U01403DL2008PTC177388
WORLDS WINDOW AGRO PRIVATE LIMITED
RoC-Delhi
177388
Company limited by Shares
Non-govt company
Private
10000000
120000
0
29/04/2008
75, KHIRKI VILLAGE MALVIYA NAGAR NEW
DELHI DL 110017 IN

Charges

## Assets under charge

Immovable property or any interest therein
Immovable property or any interest therein


1000000000

Date of Modification

Status

OPEN
OPEN
OPEN

Directors/Signatory Details

DIN/PAN
03256187
06385923 RAJNEESH TYAGI

## Begin date

15/10/2010
31/05/2012

End date
Surrendered DIN

Unlisted
ACTIVE compliant

17/09/2019
31/03/2019
Active

## Company Master Data

| CIN | U70109DL2006PTC151350 |
| :---: | :---: |
| Company Name | WORLDS WINDOW DEVELOPERS PRIVATE LIMITED |
| ROC Code | RoC-Delhi |
| Registration Number | 151350 |
| Company Category | Company limited by Shares |
| Company SubCategory | Non-govt company |
| Class of Company | Private |
| Authorised Capital(Rs) | 30000000 |
| Paid up Capital(Rs) | 100000 |
| Number of Members(Applicable in case of company without Share Capital) | 0 |
| Date of Incorporation | 28/07/2006 |
| Registered Address | 75, KHIRKI VILLAGE MALVIYA NAGAR NEW DELHI DL 110017 IN |
| Address other than R/o where all or any books of account and papers are maintained |  |
| Email Id | CS@WORLDSWINDOW.CC |
| Whether Listed or not | Unlisted |
| ACTIVE compliance | ACTIVE compliant |
| Suspended at stock exchange | - |
| Date of last AGM | 27/09/2019 |
| Date of Balance Sheet | 31/03/2019 |
| Company Status(for efiling) | Active |

## Charges

| Assets under charge | Charge <br> Amount | Date of <br> Creation | Date of <br> Modification | Status |
| :---: | :---: | :---: | :---: | :---: |
|  | 8882500000 | $09 / 10 / 2007$ | $23 / 12 / 2014$ | OPEN |
| Immovable property or any interest therein | 3882500000 | $20 / 01 / 2009$ | $23 / 12 / 2014$ | OPEN |
|  | 8382500000 | $22 / 11 / 2013$ | - | OPEN |
| Immovable property or any interest therein; | 155000000 | $14 / 07 / 2008$ | - | OPEN |
| Corporate Guarantee as mention in sanction letter | 115000000 | $21 / 03 / 2013$ | - | CLOSED |
| Immovable property or any interest therein | 37500000 | $24 / 09 / 2018$ | $03 / 02 / 2020$ | OPEN |
| Immovable property or any interest therein | 1000000000 | $04 / 10 / 2018$ | - | OPEN |

## Directors/Signatory Details

DIN/PAN
Name
Begin date End date
Surrendered DIN


## Company Master Data

## CIN

Company Name
ROC Code
Registration Number
Company Category
Company SubCategory
Class of Company
Authorised Capital(Rs)
Paid up Capital(Rs)
Number of Members(Applicable in case of company without Share Capital)
Date of Incorporation
Registered Address
Address other than R/o where all or any books of account and papers are maintained
Email Id
Whether Listed or not
ACTIVE compliance
Suspended at stock exchange
Date of last AGM
Date of Balance Sheet
Company Status(for efiling)

U51909DL2012PTC239450
WORLDS WINDOW ECOTRADE PRIVATE LIMITED
RoC-Delhi
239450
Company limited by Shares
Non-govt company
Private
10000000
100000
0
27/07/2012
75, KHIRKI VILLAGE MALVIYA NAGAR NEW
DELHI DL 110017 IN
$\qquad$
-
cs@worldswindow.cc
Unlisted
ACTIVE compliant

28/09/2018
31/03/2018
Under Process of Striking Off

## Charges

| Assets under charge | Charge Amount Date of Creation | Date of Modification | Status |
| :---: | :---: | :---: | :---: |
|  | No Charges Exists for Company/ |  |  |

Directors/Signatory Details

| DIN/PAN | Name | Begin date | End date | Surrendered DIN |
| :--- | :---: | :---: | :---: | :---: |
| 00113809 | NAVEEN AGRAWAL | $27 / 07 / 2012$ | - |  |
| 07246300 | SUKANT KUMAR NAYAK | $25 / 07 / 2015$ | - |  |

## Company Master Data

CIN
Company Name
ROC Code
Registration Number
Company Category
Company SubCategory
Class of Company
Authorised Capital(Rs)
Paid up Capital(Rs)
Number of Members(Applicable in case of company without Share Capital)
Date of Incorporation
Registered Address
Address other than $\mathrm{R} / \mathrm{o}$ where all or any books of account and papers are maintained
Email Id
Whether Listed or not
ACTIVE compliance
Suspended at stock exchange
Date of last AGM
Date of Balance Sheet
Company Status(for efiling)

U70101DL2006PTC145081
WORLDS WINDOW ESTATE PRIVATE LIMITED
RoC-Delhi
145081
Company limited by Shares
Non-govt company
Private
10000000
100000
0

19/01/2006
75 KHIRKI VILLAGEMALVIYA NAGAR NEW DELHI-17 NEW DELHI-17 DL 000000 IN

CS@WORLDSWINDOW.CC
Unlisted
ACTIVE compliant

27/09/2019
31/03/2019
Active

Charges

| Assets under charge | Charge Amount | Date of Creation | Date of Modification | Status |
| :---: | :---: | :---: | :---: | :---: |
|  | 27800000 | 28/03/2011 | 13/08/2013 | CLOSED |
| Immovable property or any interest therein | 150000000 | 16/06/2015 | - | OPEN |
| Immovable property or any interest therein | 1000000000 | 04/10/2018 | - | OPEN |
| Immovable property or any interest therein; Corporate Guarantee | 4780000000 | 01/05/2017 | - | OPEN |

Directors/Signatory Details

| DIN/PAN | Name |
| :--- | :---: |
| 03245164 | RUMIL KUMAR |
| 03245194 | HEMANT AGGARWAL |

Begin date
End date
Surrendered DIN
01/10/2010
05/04/2016

## Company Master Data

## CIN

Company Name
ROC Code
Registration Number
Company Category
Company SubCategory
Class of Company
Authorised Capital(Rs)
Paid up Capital(Rs)
Number of Members(Applicable in case of company without Share Capital)
Date of Incorporation
Registered Address
Address other than R/o where all or any books of account and papers are maintained
Email Id
Whether Listed or not
ACTIVE compliance
Suspended at stock exchange
Date of last AGM
Date of Balance Sheet
Company Status(for efiling)

U51909DL2006PTC145082
WORLDS WINDOW EXIM PRIVATE LIMITED
RoC-Delhi
145082
Company limited by Shares
Non-govt company
Private
20000000
14583330
0

19/01/2006
75 KHIRKI VILLAGEMALVIYA NAGAR NEW DELHI NEW DELHI DL 000000 IN
cs@worldswindow.cc
Unlisted
ACTIVE compliant
-
30/09/2019
31/03/2019
Active

## Charges

| Assets under charge | Charge <br> Amount | Date of <br> Creation | Date of <br> Modification | Status |
| :---: | :---: | :---: | :---: | :---: |
| Immovable property or any interest therein | 690000000 | $04 / 01 / 2016$ | - | OPEN |
| Immovable property or any interest therein | 200000000 | $24 / 01 / 2012$ | - | OPEN |
|  | 50000000 | $26 / 11 / 2007$ | $13 / 04 / 2009$ | OPEN |
| Immovable property or any interest therein | 300000000 | $28 / 11 / 2014$ | - | OPEN |
| Immovable property or any interest therein | 55000000 | $21 / 05 / 2013$ | - | CLOSED |
| Immovable property or any interest therein | 30000000 | $03 / 07 / 2007$ | - | OPEN |
| Immovable property or any interest therein; | 4780000000 | $01 / 05 / 2017$ | - | OPEN |
| $\quad$Corporate Guarantee |  |  | - | OPEN |
| Immovable property or any interest therein <br> Book debts; Floating charge; Movable <br> property (not being pledge) | 1000000000 | $04 / 10 / 2018$ | 70000000 | $12 / 11 / 2013$ |

## Directors/Signatory Details

|  |  |  | "V"p 46 |  |
| :--- | :--- | :---: | :---: | :---: |
| DIN/PAN | Name | Begin date | End date | Surrendered DIN |
| 03245194 | HEMANT AGGARWAL | $03 / 07 / 2019$ | - |  |
| 07023069 | LOVELESH AGRAWAL | $20 / 11 / 2014$ | - |  |

## Company Master Data

## CIN

Company Name
ROC Code
Registration Number
Company Category
Company SubCategory
Class of Company
Authorised Capital(Rs)
Paid up Capital(Rs)
Number of Members(Applicable in case of company without Share Capital)
Date of Incorporation
Registered Address
Address other than $\mathrm{R} / \mathrm{o}$ where all or any books of account and papers are maintained
Email Id
Whether Listed or not
ACTIVE compliance
Suspended at stock exchange
Date of last AGM
Date of Balance Sheet
Company Status(for efiling)

U01111DL2008PTC177446
WORLDS WINDOW FARMING PRIVATE LIMITED
RoC-Delhi
177446
Company limited by Shares
Non-govt company
Private
10000000
100000
0
30/04/2008
75, KHIRKI VILLAGE MALVIYA NAGAR NEW
DELHI DL 110017 IN

Charges

| Assets under charge | Charge <br> Amount | Date of <br> Creation | Date of <br> Modification | Status |
| :---: | :---: | :---: | :---: | :---: |
| Immovable property or any interest therein | 40000000 | $30 / 10 / 2017$ | - | OPEN |
| Immovable property or any interest therein | 100000000 | $04 / 10 / 2018$ | - | OPEN |
| Immovable property or any interest therein; | 115000000 | $24 / 09 / 2018$ | $03 / 02 / 2020$ | OPEN |
| Corporate Guarantee as mention in sanction letter |  |  |  |  |

## Directors/Signatory Details

DIN/PAN
00113820
02760793

Name
NITIN AGRAWAL
SANJEEB KUMAR MISHRA

## Begin date

01/10/2018
27/05/2014

End date
Surrendered DIN
-
-

[^19]
## Company Master Data

CIN
Company Name
ROC Code
Registration Number
Company Category
Company SubCategory
Class of Company
Authorised Capital(Rs)
Paid up Capital(Rs)
Number of Members(Applicable in case of company without Share Capital)
Date of Incorporation
Registered Address
Address other than $\mathrm{R} / \mathrm{o}$ where all or any books of account and papers are maintained Email Id
Whether Listed or not
ACTIVE compliance
Suspended at stock exchange
Date of last AGM
Date of Balance Sheet
Company Status(for efiling)

U51109DL1997PTC085138
WORLDS WINDOW IMPEX INDIA PRIVATE LIMITED
RoC-Delhi
085138
Company limited by Shares
Non-govt company
Private
80000000
73662000
0
14/02/1997
75 KHIRKI VILLAGE MALVIYA NAGAR NEW DELHI DL 110017 IN

E-40/3, OKHLA PHASE-II NEW DELHI 110020 DL IN
cs@worldswindow.cc
Unlisted
ACTIVE compliant

02/11/2018
31/03/2018
Active

## Charges

| Assets under charge | Charge <br> Amount | Date of Creation | Date of Modification | Status |
| :---: | :---: | :---: | :---: | :---: |
| Book debts | 1550000000 | 21/03/2013 | - | CLOSED |
| Movable property (not being pledge) | 2575000 | 29/06/2009 | - | CLOSED |
| Movable property (not being pledge) | 3240000 | 29/06/2009 | - | CLOSED |
| Book debts; Movable property (not being pledge) | 190000000 | 07/12/2009 | - | CLOSED |
| Immovable property or any interest therein; Book debts; Floating charge; Movable property (not being pledge) | 3382500000 | 22/11/2013 | - | OPEN |
| Book debts; Movable property (not being pledge) | 250000000 | 26/08/2008 | - | CLOSED |
| Movable property (not being pledge) | 5328000 | 11/08/2009 | - | CLOSED |
| Movable property (not being pledge) | 22684000 | 16/11/2009 | - | CLOSED |
|  | 20000000 | 19/01/2004 | - | CLOSED |
|  | 80000000 | 01/11/2007 | 14/07/2008 | CLOSED |


|  |  |  | "V" p 49 |  |
| :---: | :---: | :---: | :---: | :---: |
| Floating charge; Movable property (not being |  |  |  |  |
| pledge) | 450000000 | $19 / 04 / 2008$ | $10 / 03 / 2010$ | CLOSED |
| Book debts | 110000000 | $22 / 07 / 2010$ | - | CLOSED |
| Book debts; Movable property (not being pledge) | 235000000 | $30 / 01 / 2010$ | - | CLOSED |
| Immovable property or any interest therein; | 680000000 | $26 / 08 / 2008$ | $08 / 03 / 2011$ | CLOSED |
| Movable property (not being pledge) | 17000000 | $26 / 10 / 2007$ | - | CLOSED |
|  | 4000000 | $01 / 01 / 2002$ | - | CLOSED |
| Movable property (not being pledge) | 45150000 | $08 / 08 / 2009$ | - | CLOSED |
|  | 5000000 | $28 / 08 / 2004$ | - | CLOSED |
| Book debts | 40000000 | $20 / 08 / 2002$ | $02 / 07 / 2005$ | CLOSED |
| Movable property (not being pledge) | 4500000 | $29 / 06 / 2009$ | - | CLOSED |
|  | 8882500000 | $23 / 12 / 2006$ | $23 / 12 / 2014$ | OPEN |
| Movable property (not being pledge) | 936000 | $11 / 08 / 2009$ | - | CLOSED |
| Movable property (not being pledge) | 8882500000 | $21 / 12 / 2006$ | $23 / 12 / 2014$ | OPEN |
| Book debts | 4050000 | $11 / 08 / 2009$ | - | CLOSED |
| Movable property (not being pledge) | 20000000 | $21 / 07 / 2004$ | - | CLOSED |
| Fixed Deposits | 2600000 | $28 / 02 / 2013$ | - | OPEN |
| Mledge of Shares of 7 various companies | 1000000000 | $07 / 07 / 2018$ | - | - |
| PLEDGE OF SHARES | 350000000 | $23 / 06 / 2018$ | - | CLOSED |

Directors/Signatory Details

| DIN/PAN | Name | Begin date | End date | Surrendered DIN |
| :--- | :---: | :---: | :---: | :---: |
| 00113772 | PIYOOSH GOYAL | $31 / 01 / 2019$ | - |  |
| 00113903 | ANIL KUMAR MISRA | $01 / 10 / 2010$ | - |  |

## Company Master Data

CIN
Company Name
ROC Code
Registration Number
Company Category
Company SubCategory
Class of Company
Authorised Capital(Rs)
Paid up Capital(Rs)
Number of Members(Applicable in case of company without Share Capital)
Date of Incorporation
Registered Address
Address other than $\mathrm{R} / \mathrm{o}$ where all or any books of account and papers are maintained
Email Id
Whether Listed or not
ACTIVE compliance
Suspended at stock exchange
Date of last AGM
Date of Balance Sheet
Company Status(for efiling)

U74996DL2006PTC149207
WORLDS WINDOW INFRASTRUCTURE AND LOGISTICS PVT LTD
RoC-Delhi
149207
Company limited by Shares
Non-govt company
Private
150000000
137012990
2
26/05/2006
75, KHIRKI VILLAGE MALVIYA NAGAR NEW DELHI DL 110017 IN
Inland Container Depot, Chirori Banthala Road Loni Ghaziabad 201102 UP IN
tosanjeeb@hotmail.com
Unlisted
ACTIVE compliant
-
22/01/2020
31/03/2019
Active

## Charges

| Assets under charge | Charge <br> Amount | Date of <br> Creation | Date of <br> Modification | Status |
| :---: | :---: | :---: | :---: | :---: |
|  | 2055611 | $03 / 11 / 2015$ | - | CLOSED |
| Movable property (not being pledge) | 206200000 | $15 / 05 / 2012$ | $15 / 04 / 2014$ | OPEN |
| Immovable property or any interest therein | 900000 | $05 / 07 / 2012$ | - | CLOSED |
|  | 6000000 | $13 / 08 / 2015$ | $24 / 08 / 2016$ | CLOSED |
| Movable property (not being pledge) | 1370000 | $08 / 11 / 2007$ | - | CLOSED |
| Movable property (not being pledge) | 2100000 | $05 / 07 / 2012$ | - | CLOSED |
| Movable property (not being pledge) | 7780000 | $30 / 06 / 2012$ | - | CLOSED |
| Movable property (not being pledge) | 2422784 | $15 / 11 / 2007$ | - | CLOSED |
| Movable property (not being pledge) | 1144706 | $21 / 05 / 2010$ | - | CLOSED |
| Movable property (not being pledge) | 11800000 | $28 / 08 / 2014$ | - | OPEN |
| Movable property (not being pledge) | 25200000 | $25 / 09 / 2012$ | - | CLOSED |
|  | 19100000 | $31 / 07 / 2010$ | - | CLOSED |


|  | 92195372 |  | "V" p 51 |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  | 28/11/2008 | 08/02/2012 | CLOSED |
| Movable property (not being pledge) | 1278950 | 15/11/2007 | - | CLOSED |
|  | 410000000 | 30/06/2010 | 24/01/2012 | CLOSED |
| Movable property (not being pledge) | 800000 | 05/07/2012 | - | CLOSED |
| Movable property (not being pledge) | 26000000 | 25/07/2014 | - | OPEN |
| Immovable property or any interest therein; Movable property (not being pledge) | 75000000 | 29/04/2010 | - | CLOSED |
| Immovable property or any interest therein | 150000000 | 16/06/2015 | - | OPEN |
| Book debts | 30000000 | 04/07/2007 | - | CLOSED |
| Movable property (not being pledge) | 153000000 | 12/12/2013 |  | OPEN |
|  | 58300000 | 25/03/2013 | 28/08/2015 | OPEN |
| Book debts; Movable property (not being pledge) | 50000000 | 24/05/2012 |  | CLOSED |
|  | 934250 | 24/01/2015 |  | OPEN |
| Immovable property or any interest therein; Book debts; Movable property (not being pledge) | 30000000 | 07/10/2008 | 16/08/2016 | OPEN |
| Movable property (not being pledge) | 13344360 | 14/09/2007 |  | CLOSED |
| Movable property (not being pledge) | 23427360 | 06/12/2010 |  | CLOSED |
|  | 92195372 | 28/11/2008 | 08/02/2012 | CLOSED |
| Movable property (not being pledge) | 23130000 | 09/02/2013 |  | CLOSED |
| Movable property (not being pledge) | 30000000 | 22/09/2011 |  | CLOSED |
| Movable property (not being pledge) | 160000000 | 07/10/2008 | - | CLOSED |
| Immovable property or any interest therein; Book debts; Floating charge; Movable property (not being pledge); Current Assets and Movable Fixed Assets | 145000000 | 11/12/2014 | 16/06/2016 | CLOSED |
| Movable property (not being pledge) | 150000000 | 26/07/2017 | - | OPEN |
| Equipment/Vehicles | 43000000 | 30/01/2018 |  | OPEN |
| Equipment/Vehicles | 31950000 | 23/02/2018 |  | OPEN |
| Equipment/Vehicles | 22050000 | 28/02/2018 | - | OPEN |
| Book debts; Floating charge; Movable property (not being pledge); STOCK AND FIXED DEPOSITS <br> AND CASH DEPOSITS <br> Equipment/Vehicles | 135000000 | 31/01/2018 | - | OPEN |
|  | 19999286 | 21/06/2018 | - | OPEN |
| Uncalled Share Capital; Immovable property or any interest therein; Goodwill; Book debts; Trademark; Floating charge; Movable property (not being pledge); AS PER ATTACHED ANNEXURE I | 1000000000 | 07/07/2018 | 04/10/2018 | OPEN |
| Equipment | 18816300 | 30/06/2015 | 21/11/2018 | OPEN |
| Construction equipment loan | 31216340 | 20/06/2018 | - | OPEN |

Directors/Signatory Details

DIN/PAN
00113809
00113903
AKBPM3596L

Name NAVEEN AGRAWAL ANIL KUMAR MISRA SANJEEB KUMAR MISHRA

| Begin date | End date | Surrendered DIN |
| :---: | :---: | :---: |
| $17 / 10 / 2018$ | - |  |
| $06 / 06 / 2011$ | - |  |
| $01 / 06 / 2009$ | - |  |

## Company Master Data

## CIN

Company Name
ROC Code
Registration Number
Company Category
Company SubCategory
Class of Company
Authorised Capital(Rs)
Paid up Capital(Rs)
Number of Members(Applicable in case of company without Share Capital)
Date of Incorporation
Registered Address
Address other than $\mathrm{R} / \mathrm{o}$ where all or any books of account and papers are maintained
Email Id
Whether Listed or not
ACTIVE compliance
Suspended at stock exchange
Date of last AGM
Date of Balance Sheet
Company Status(for efiling)

U51909DL2008PTC176155
WORLDS WINDOW TRADING PRIVATE LIMITED
RoC-Delhi
176155
Company limited by Shares
Non-govt company
Private
10000000
115000
0
31/03/2008
75, KHIRKI VILLAGE MALVIYA NAGAR NEW
DELHI DL 110017 IN
cs@worldswindow.cc
Unlisted
ACTIVE compliant

30/09/2019
31/03/2019
Active

Charges

| Assets under charge | Charge Amount Date of Creation | Date of Modification | Status |
| :---: | :---: | :---: | :---: |
|  | No Charges Exists for Company/L |  |  |

Directors/Signatory Details

DIN/PAN
00113809
05174782

Name
NAVEEN AGRAWAL RAVI GUPTA

Begin date
End date
12/10/2018
15/02/2017

Surrendered DIN

## Company Master Data

## CIN

Company Name
ROC Code
Registration Number
Company Category
Company SubCategory
Class of Company
Authorised Capital(Rs)
Paid up Capital(Rs)
Number of Members(Applicable in case of company without Share Capital)
Date of Incorporation
Registered Address
Address other than $\mathrm{R} / \mathrm{o}$ where all or any books of account and papers are maintained

Email Id
Whether Listed or not
ACTIVE compliance
Suspended at stock exchange
Date of last AGM
Date of Balance Sheet
Company Status(for efiling)

U45400DL2008PTC179698
WORLDS WINDOW URJA PRIVATE LIMITED
RoC-Delhi
179698
Company limited by Shares
Non-govt company
Private
10000000
100000
0

18/06/2008
75, KHIRKI VILLAGE MALVIYA NAGAR NEW
DELHI DL 110017 IN

Charges

Directors/Signatory Details

| DIN/PAN | Name |
| :---: | :---: |
| 00113809 | NAVEEN AGRAWAL |
| 00113820 | NITIN AGRAWAL |

Begin date
End date
14/12/2018
09/08/2019

Surrendered DIN

## Company Master Data

CIN
Company Name
ROC Code
Registration Number
Company Category
Company SubCategory
Class of Company
Authorised Capital(Rs)
Paid up Capital(Rs)
Number of Members(Applicable in case of company without Share Capital)
Date of Incorporation
Registered Address
Address other than R/o where all or any books of account and papers are maintained
Email Id
Whether Listed or not
ACTIVE compliance
Suspended at stock exchange
Date of last AGM
Date of Balance Sheet
Company Status(for efiling)

U51101DL2007PTC163357
WORLDS WINDOW WARDHA INFRASTRUCTURE PRIVATE LIMITED
RoC-Delhi
163357
Company limited by Shares
Non-govt company
Private
10000000
4900000
0
14/05/2007
75, KHIRKI VILLAGE MALVIYA NAGAR NEW DELHI DL 110017 IN
25 Block DSIIDC Shed, Scheme- II Okhla Industrial Area, Phase-II New Delhi 110020 DL IN
cs@worldswindow.cc
Unlisted
ACTIVE compliant
-
27/09/2019
31/03/2019
Active

## Charges

Assets under charge
Movable property (not being pledge)
Movable property (not being pledge)
Movable property (not being pledge)
Uncalled Share Capital; Immovable property or any interest therein; Goodwill; Book debts; Floating charge; Movable property (not being pledge); Copyright; Ex. charge over movable assets \& immovable Prop.
$\begin{array}{llll}\text { Pledge } & 200000000 & 31 / 01 / 2020 & - \\ \text { OPEN }\end{array}$

Directors/Signatory Details
DIN/PAN
Name
Begin date End date
Surrendered DIN


## "W" p 1

| From: | Ashu Chawla [ashu@sesindia.com](mailto:ashu@sesindia.com) |
| :--- | :--- |
| Sent: | 24 July 2010 11:21 |
| To: | 'Joleen Robinson' |
| Subject: | FW: Itinerary |
| Attachments: | image001.jpg |

From: Shuchi Bansal [mailto:shuchi@worldswindow.cc]
Sent: Saturday, July 24, 2010 11:39 AM
To: ashu@sesindia.com
Cc: piyoosh@worldswindow.cc
Subject: Itinerary

Dear Sir,

Given below is the itinerary of Piyoosh ji and accompanyinggentlemen for your information. It would be a great favor if you can pleasearrange to book for 4 hotel rooms, preferably in the vicinity of Bukhararestaurant.

Date of arrival: $28^{\text {th }}$ of July 2010
Flight no EK 761 of Emirates dropping at O R Tambolnternational Arpt (JNB), Terminal A at 1050 hours.
Departure has been scheduled for $1^{\text {st }}$ of Augustthrough same terminal at 2220 hours.

## Visitors:

1. Mr. Piyoosh Goyal
2. Mr. Ved Prakash Agrawal
3. Mr. Vipul Agrawal
4. Mr. Sarvesh Kumar

Regards,
Shuchi

## Worlds Window Group

Shuchi Bansal | Executive Assistant, Chairman's office
Worlds Window Group | E-40/3 Okhla Industrial Area, Phase-II, New Delhi, India M +91 9999992835 | T +91 1143122822 |F +91 1143122707 |E shuchi@worldswindow.cc | W http://www.wwg.co.in

[^20]| From: | Joleen Robinso |
| :--- | :--- |
| Sent: | 24 July 2010 11:28 |
| To: | Beverley Hardie |
| Subject: | FW: Itinerary |
| Attachments: | image001.jpg |

From: Ashu Chawla [mailto:ashu@sesindia.com]
Sent: 24 July 2010 12:21 PM
To: 'Joleen Robinson'
Subject: FW: Itinerary

From: Shuchi Bansal [mailto:shuchi@worldswindow.cc]
Sent: Saturday, July 24, 2010 11:39 AM
To: ashu@sesindia.com
Cc: piyoosh@worldswindow.cc
Subject: Itinerary
Dear Sir,
Given below is the itinerary of Piyoosh ji and accompanying gentlemen for your information. It would be a great favor if you can please arrange to book for 4 hotel rooms, preferably in the vicinity of Bukhara restaurant.

Date of arrival: $28^{\text {th }}$ of July 2010
Flight no EK 761 of Emirates dropping at O R Tambo International Arpt (JNB), Terminal A at 1050 hours.
Departure has been scheduled for $1^{\text {st }}$ of August through same terminal at 2220 hours.
Visitors:

1. Mr. Piyoosh Goyal
2. Mr. Ved Prakash Agrawal
3. Mr. Vipul Agrawal
4. Mr. Sarvesh Kumar

Regards,
Shuchi

## Worlds Window Group

Shuchi Bansal | Executive Assistant, Chairman's office
Worlds Window Group | E-40/3 Okhla Industrial Area, Phase-II, New Delhi, India
M +91 9999992835 | T +91 1143122822 |F +91 1143122707 |E shuchi@worldswindow.cc | W http://www.wwg.co.in

[^21]| From: | Ashu Chawla [ashu@sesindia.com](mailto:ashu@sesindia.com) |
| :--- | :--- |
| Sent: | 20 September 2010 13:42 |
| To: | Joleen Roux |
| Subject: | FW: Visa invitation |

From: Shuchi Bansal [mailto:shuchi@worldswindow.cc]
Sent: Monday, September 20, 2010 2:37 PM
To: 'Ashu (SES)'
Subject: Visa invitation
Dear Sir,
Kindly arrange for the invitations of Mr. Rajiv and Mr.Satyajeet for their visa application. Their passport details are as under:

| Name | Mr. Satyajeet Pandey | Mr. Rajiv Dabas |
| :--- | :--- | :--- |
| Passport No. | H4376797 | G8798481 |
| Issue date | $06 / 05 / 2009$ | $02 / 06 / 2008$ |
| Expiry date | $05 / 05 / 2009$ | $01 / 06 / 2018$ |
| Date of Birth | $10 / 03 / 1973$ | $25 / 12 / 1979$ |
| Place of issue | Thane | Delhi |

Thank you as always,
Shuchi

```
From: Ashu <ashu@sahara.co.za>
Sent: 02 April 2011 16:15
To: sunil@aircharterservices.com; shuchi@worldswindow.cc; Piyooush
Cc: +91
Subject: Re: CITATION XL's / Delhi - Mumbai - Delhi
```

Ab to aane wala hai jjada door nahi hai
Sent via my BlackBerry from Vodacom - let your email find you!

From: "sunil@aircharterservices.com" [sunil@aircharterservices.com](mailto:sunil@aircharterservices.com)
Date: Sat, 2 Apr 2011 16:59:52+0200
To: Ashu[ashu@sahara.co.za](mailto:ashu@sahara.co.za); shuchi@worldswindow.cc[shuchi@worldswindow.cc](mailto:shuchi@worldswindow.cc);
Piyooush[Piyoosh@worldswindow.cc](mailto:Piyoosh@worldswindow.cc)
ReplyTo: "sunil@aircharterservices.com" [sunil@aircharterservices.com](mailto:sunil@aircharterservices.com)
Cc: +91[jolly@aircharterservices.com](mailto:jolly@aircharterservices.com)
Subject: Re: CITATION XL's / Delhi - Mumbai - Delhi

Ok sirji noted, world cup tho dilwa do ab.
Regards
Sunil Gaur

Sent on my BlackBerry® from Vodafone

From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Date: Sat, 2 Apr 2011 16:49:15 +0200
To:sunil@aircharterservices.com[sunil@aircharterservices.com](mailto:sunil@aircharterservices.com);
shuchi@worldswindow.cc[shuchi@worldswindow.cc](mailto:shuchi@worldswindow.cc); Piyooush[Piyoosh@worldswindow.cc](mailto:Piyoosh@worldswindow.cc)
ReplyTo: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Cc:+91[jolly@aircharterservices.com](mailto:jolly@aircharterservices.com)
Subject: Re: CITATION XL's / Delhi - Mumbai - Delhi

Sunil Ji,

One passenger has been replaced and will be departing at about 6 so please arrange accordingly.

Suschi will provide you the replace passenger name

Thanks
Ashu

Sent via my BlackBerry from Vodacom - let your email find you!

From: "sunil@aircharterservices.com" [sunil@aircharterservices.com](mailto:sunil@aircharterservices.com)
Date: Sat, 2 Apr 2011 16:23:36 +0200
To: Ashu[ashu@sahara.co.za](mailto:ashu@sahara.co.za); shuchi@worldswindow.cc[shuchi@worldswindow.cc](mailto:shuchi@worldswindow.cc);
Piyooush[Piyoosh@worldswindow.cc](mailto:Piyoosh@worldswindow.cc)
ReplyTo: "sunil@aircharterservices.com" [sunil@aircharterservices.com](mailto:sunil@aircharterservices.com)
Cc: +91[jolly@aircharterservices.com](mailto:jolly@aircharterservices.com)
Subject: Re: CITATION XL's / Delhi - Mumbai - Delhi

Sir ji we can take only 08 passengers, as air hostess is also on board or send Mr Abhishek in XL's, please advise.

Regards
Sunil Gaur
Sent on my BlackBerry® from Vodafone

From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Date: Sat, 2 Apr 2011 16:16:26 +0200
To: shuchi@worldswindow.cc[shuchi@worldswindow.cc](mailto:shuchi@worldswindow.cc);
sunil@aircharterservices.com[sunil@aircharterservices.com](mailto:sunil@aircharterservices.com); Piyooush[Piyoosh@worldswindow.cc](mailto:Piyoosh@worldswindow.cc)
ReplyTo: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Cc: +91[jolly@aircharterservices.com](mailto:jolly@aircharterservices.com)
Subject: Re: CITATION XL's / Delhi - Mumbai - Delhi

Abhishek is also flying in 350 so pls plan accordingly
Sent via my BlackBerry from Vodacom - let your email find you!

From: Shuchi Bansal [shuchi@worldswindow.cc](mailto:shuchi@worldswindow.cc)
Date: Sat, 2 Apr 2011 16:10:09 +0200
To: sunil@aircharterservices.com[sunil@aircharterservices.com](mailto:sunil@aircharterservices.com); Ashu[ashu@sahara.co.za](mailto:ashu@sahara.co.za); Piyoosh
Goyal[piyoosh@worldswindow.cc](mailto:piyoosh@worldswindow.cc)
ReplyTo: "shuchi@worldswindow.cc" [shuchi@worldswindow.cc](mailto:shuchi@worldswindow.cc)
Cc: +91[jolly@aircharterservices.com](mailto:jolly@aircharterservices.com)
Subject: Re: CITATION XL's / Delhi - Mumbai - Delhi

Dear Mr. Sunil,
For 350, 6:30AM would be comfortable. Please confirm.
Passengers for 6:30 AM shall be:

1. Mr. Prakarsh Paliwal
2. Mr. Prakhar Paliwal
3. Mr. Harsh Goyal
4. Mr. Vedansh Goyal
5. Ms. Renu Goyal
6. Mr. Anil Gupta

## "W" p 6

## 7. Ms. Achala Gupta

8. Ms. Vega Gupta

Passengers for 11:00 AM would be :

1. Mr. Kapil Sibal
2. Ms. Promila Sibal
3. Mr. Akhil sibal
4. Ms. Priya
5. Mr. Deepak Choudhary
6. Mr. Piyoosh Goyal
7. Mr. Akhilesh

Regards,
Shuchi
Sent on my BlackBerry® from Vodafone

From: sunil@aircharterservices.com
Date: Sat, 2 Apr 2011 11:18:11 +0000
To: Ashu[ashu@sahara.co.za](mailto:ashu@sahara.co.za); Piyooush[Piyoosh@worldswindow.cc](mailto:Piyoosh@worldswindow.cc)
ReplyTo: sunil@aircharterservices.com
Cc: +91[jolly@aircharterservices.com](mailto:jolly@aircharterservices.com)
Subject: Re: CITATION XL's / Delhi - Mumbai - Delhi

Thank you sir noted and confirm. Please advise if 350 can depart by 0600 , as Mr Gupta has to catch flight to Dehradun at 1015 and we too have to send aircraft to Jaipir by 0930. If aircraft depart 0600 then both work will be done perfectly.

Please advise.
Regards
Sunil Gaur
Sent on my BlackBerry® from Vodafone

From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Date: Sat, 2 Apr 2011 12:24:27 +0200
To: sunil@aircharterservices.com[sunil@aircharterservices.com](mailto:sunil@aircharterservices.com); Piyooush[Piyoosh@worldswindow.cc](mailto:Piyoosh@worldswindow.cc)
ReplyTo: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Subject: Re: CITATION XL's / Delhi - Mumbai - Delhi

For tomorrow flight forr citation departure will be at 11 and contact person will be Piyooush
Sent via my BlackBerry from Vodacom - let your email find you!

From: "sunil@aircharterservices.com" [sunil@aircharterservices.com](mailto:sunil@aircharterservices.com)
Date: Fri, 1 Apr 2011 19:57:07+0200
To: Ashu[ashu@sahara.co.za](mailto:ashu@sahara.co.za)

ReplyTo: "sunil@aircharterservices.com" [sunil@aircharterservices.com](mailto:sunil@aircharterservices.com)
Cc: +91[jolly@aircharterservices.com](mailto:jolly@aircharterservices.com); amarjit@aircharterservices.com[amarjit@aircharterservices.com](mailto:amarjit@aircharterservices.com)
Subject: Re: CITATION XL's / Delhi - Mumbai - Delhi

Sir ji Pilot has totally refused to fly before 1030. So kindly inform the passengers to come accordingly.
Please inform Mr Gupta Sir not to come aiport before 1000 otherwise he has to wait as we are unable to convience the Pilot.

Hope you can understand the same.
Regards
Sunil Gaur
Sent on my BlackBerry® from Vodafone

From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Date: Fri, 1 Apr 2011 19:49:27+0200
To: Sunil Gaur[sunil@aircharterservices.com](mailto:sunil@aircharterservices.com)
ReplyTo: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Cc: 'semoun jolly'[jolly@aircharterservices.com](mailto:jolly@aircharterservices.com);
amarjit@aircharterservices.com[amarjit@aircharterservices.com](mailto:amarjit@aircharterservices.com)
Subject: Re: CITATION XL's / Delhi - Mumbai - Delhi

Sunil Ji Mr Gupta would like to fly latest by 10 as I explain you that he has lunch meeting at 12 h 45 in Town and after that there shd be VIP movement will be started so it will be declared as no fly zone as well to try to convince crew and arrange to fly latest by 10 as Mr Gupta will arrive at airport at about 9 .

Thanks
Ashu
Sent via my BlackBerry from Vodacom - let your email find you!

From: Sunil Gaur < sunil@aircharterservices.com>
Date: Fri, 1 Apr 2011 18:51:15 +0200
To: Ashu[ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Cc: 'semoun jolly'[jolly@aircharterservices.com](mailto:jolly@aircharterservices.com); amarjit@aircharterservices.com[amarjit@aircharterservices.com](mailto:amarjit@aircharterservices.com)
Subject: CITATION XL's / Delhi - Mumbai - Delhi

Sir ji,
As discussed the Citation XL's crew us not ready to fly before 1030 tomorrow to Mumbai, as the aircraft has just landed from Guwahati and Crew has refuesed to fly before 1030. Kindly inform all passengers accordingly. As you aware we have hired the aircraft from Jindal's and they are not ready to fly before 1030 .

## -PLEASE NOTE -

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Sahara Holdings (PTY) Ltd
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Private Bag X180, Halfway House, 1685, South Africa

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Sahara Holdings (PTY) Ltd
89 Gazelle Avenue, Corporate Park, Midrand, South Africa
Private Bag X180, Halfway House, 1685, South Africa

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 16 May 2011 12:32 |
| To: | Amit Agrawal |
| Subject: | RE: EVEREST- BANK OF BARODA INTEREST PAYMENT |

Thanks No need to pay anything

From: Amit Agrawal [mailto:amit.accounts@worldswindow.cc]
Sent: Monday, May 16, 2011 1:28 PM
To: Ashu
Subject: EVEREST- BANK OF BARODA INTEREST PAYMENT
Dear Sir,
Find enclosed the TT copy.
Regards
Amit

| From: | Ashu Chawla [ashu@sesindia.com](mailto:ashu@sesindia.com) |
| :--- | :--- |
| Sent: | 20 June $201108: 15$ |
| To: | Ronica (JC); Ronica Ragavan |
| Subject: | FW: Invoice |

From: Pooja [mailto:pooja@worldswindow.cc]
Sent: Monday, June 20, 2011 8:49 AM
To: ashu@sesindia.com
Cc: 'Shuchi Bansal'
Subject: RE: Invoice
Dear Sir,
As discussed last week, request you to arrange the payment against the said invoice.
Thanks \& regards,
Pooja Puri Siddique
011-43122825;09560333894

From: Shuchi Bansal [mailto:shuchi@worldswindow.cc]
Sent: Tuesday, June 14, 2011 6:03 PM
To: ashu@sesindia.com
Cc: 'Pooja'
Subject: FW: Invoice
Dear Sir,

Invoice is enclosed.
Kind regards,
Shuchi

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 05 August 2011 13:06 |
| To: | 'Shuchi Bansal' |
| Subject: | FW: Re E Ticket GUPTA/AJAYMR |
| Attachments: | header.htm; image001.jpg; image003.jpg |

From: nafisa [mailto:Jnb12@flywell.co.za]
Sent: Wednesday, August 03, 2011 1:50 PM
To: Sandeep Dubey
Cc: Ashu
Subject: Re E Ticket GUPTA/AJAYMR


This receipt will be required at check-in, and must be presented to customs and immigration if requested.
Your identity document / passport is required for all passengers on all flights both domestic and international.

| Electronic Ticket Details |  |  |  | $\square$ |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Airline Reference |  |  |  |  | JA23WW |  |  |  |  |  |
| Electronic Ticket Number |  |  |  |  | 1765189094714 |  |  |  |  |  |
| Issuing Airline |  |  |  |  | Emirates Airlines |  |  |  |  |  |
| Date of Issue |  |  |  |  | Wednesday, 03 August 2011 |  |  |  |  |  |
| Passenger Name |  |  |  |  | GUPTA/AJAYMR |  |  |  |  |  |
| Frequent Flyer Number |  |  |  |  | EK110767635 |  |  |  |  |  |
| Travel Agency and IATA Number |  |  |  |  | XL FLYWELL TRAVEL FORDS |  |  |  | 77233531 |  |
| Coupon | Carrier | Flight | Date | Class | From | To | Departs | Fare Basis | Status | Bag |
| 1 | EK | 762 | Mon, 8 Aug | A | JNB $(\mathrm{A})$ | DXB(3) | 14:10 | ARTZA1 | OK | 50K |
| 2 | EK | 510 | Tue, 9 Aug | A | DXB(3) | DEL(3) | 04:35 | ARTZA1 | OK | 50K |
| 3 | EK | 515 | Sat, 13 Aug | A | DEL(3) | DXB(3) | 21:50 | ARTZA1 | OK | 50K |
| 4 | EK | 761 | Sun, 14 Aug | A | DXB(3) | JNB(A) | 04:40 | ARTZA1 | OK | 50K |



| "W" p 12 |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
|  | Johannesburg, <br> Terminal A |  |  |  |

\# Denotes Next Day Arrival

## General Remarks <br> **** THANK YOU FOR BOOKING AT XL FLYWELL TRAVEL****

## Important Notice For Travellers With Electronic Tickets:

Carriage and other services provided by the carrier are subject to conditions of carriage, which are hereby Incorporated by reference. These conditions may be obtained from the issuing carrier.

## Agent Details:

## Nafisa Wadiwala

Travel Consultant
Tel: +27 118301500
Fax: +27 866809286
Email: jnb12@flywell.co.za
All transactions processed are subject to our Standard Terms and Conditions.

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 05 August 2011 13:07 |
| To: | 'Shuchi Bansal' |
| Subject: | FW: Your Booking Details - HEDDVJ |
| Attachments: | ATT00001.gif; ATT00002.gif; ATT00003.gif; ATT00004.gif |

From: Sandeep Dubey
Sent: Wednesday, August 03, 2011 9:13 AM
To: Ashu
Subject: FW: Your Booking Details - HEDDVJ


# Thank you for choosing Emirates 

Please find below your reservation details.

|  |  |  |
| :--- | :--- | :--- | :--- |
| EK Booking Reference | HEDDVJ |  |
| Passenger Details |  |  |
| Name | Skywards number | Tier |
| GOYAL/PIYOOSHKUMARMR | EK132230965 | GOLD |
| Itinerary information |  |  |



| EK - Emirates 0762 |  |
| :--- | :--- |
| From | JNB |
| Departure Airport | --- |
| Departure terminal | A |
| Departure time | $14: 10$ |
| Departure date | $08 A U G 11^{\prime}$ MONDAY |
| Flying Time | 08 HRS 00 MIN |
| Direct | YES |


| FIRST | CONFIRMED |
| :--- | :--- |
| To | DUBAI |
| Arrival Airport | --- |
| Arrival terminal | 3 |
| Arrival time | $00: 10$ |
| Arrival date | $09 A U G 11^{\prime}$ TUESDAY |
| Aircraft | BOEING 777-300ER |
| Stops | --- |

## Meal

Vegetarian Jain meal requested for GOYAL/PIYOOSHKUMARMR

| 7 | EK - Emirates 0510 | FIRST | CONFIRMED |
| :---: | :---: | :---: | :---: |
| From | DUBAI | To | DELHI |
| Departure Airport | --- | Arrival Airport | --- |
| Departure terminal | 3 | Arrival terminal | 3 |
| Departure time | 04:35 | Arrival time | 09:15 |
| Departure date | 09AUG 11 ' TUESDAY | Arrival date | 09AUG $11{ }^{\prime}$ TUESDAY |
| Flying Time | 03 HRS 10 MIN | Aircraft | BOEING 777-200/ 200ER |
| Direct | YES | Stops | --- |
|  |  |  |  |
| Vegetarian Jain meal requested for GOYAL/PIYOOSHKUMARMR |  |  |  |

We wish you a pleasant journey
Kindly note all Emirates Flights are Non - Smoking
Emirateswww.emirates.com
03AUG2011 10:05:01
Please do not reply to this message using the "reply" address However, your feedback is important to us. Please click on the link
(Customer Satisfaction Survey) if you would like to provide information regarding your customer service experience today.

[^22]```
From: Ashu <ashu@sahara.co.za>
Sent:
01 January }2012\mathrm{ 21:02
To:
ramratanjagati@yahoo.com
Amit Agrawal
FW: Fw: RTGS DETAILS
```

Dear Mr Ramratan,
Here is final figure for rtgs
Tx
Ashu

From: Suresh Tuteja [mailto:sktuteja@gmail.com]
Sent: Saturday, December 31, 2011 5:01 PM
To: nareshk@reliancemobile.blackberry.com
Cc: sktuteja@msn.com; Ashu
Subject: Re: Fw: RTGS DETAILS
Sir

As discussed, please find below the details of amount to be remitted

| Transaction type Total Amount | 3600000 |  |
| :--- | :--- | :---: |
| USD | Channeltech to ITJ | 1110000 |
| USD | Channeltech to SCEL | 2146700 |
| USD | Channeltech to SES | 343300 |

Thanks and regards
Suresh Tuteja
On Sat, Dec 31, 2011 at 5:39 PM, [nareshk@reliancemobile.blackberry.com](mailto:nareshk@reliancemobile.blackberry.com) wrote:
Pls get the swift codes for the below rtgs and forward to ashuji pls
Sent from my BlackBerry® on Reliance Mobile, India's No. 1 Network. Go for it!

From: "Adesh.vashishta" <adesh.vashishta@)sesindia.com>
Date: Sat, 31 Dec 2011 17:19:46+0530
To: [ashu@sahara.co.za](mailto:ashu@sahara.co.za); [ashu@sesindia.com](mailto:ashu@sesindia.com)
ReplyTo: <adesh.vashishta@,sesindia.com>
Cc: [naresh.khosla@sesindia.com](mailto:naresh.khosla@sesindia.com); 'Piyush Shah'[piyush.shah@sesindia.com](mailto:piyush.shah@sesindia.com)
Subject: RTGS DETAILS

Dear Sir,

Please find herewith detail of accounts required for RTGS

$$
\text { "W" p } 16
$$

| Name of BENEFICIARY Account | Account no. | BANK AND BRANCH | IFSC CODE | USD |
| :---: | :---: | :---: | :---: | :---: |
| ITJ RETAILS PRIVATE LIMITED | 03942320000385 | HDFC BANK | HDFC0000394 | 1110000 |
|  |  | SECTOR 62 |  |  |
|  |  | NOIDA-201306 |  |  |
|  |  |  |  |  |
| SAHARA COMPUTERS AND ELECTRONICS LTD | 06142050000013 | HDFC BANK | HDFC0000614 | 2209230 |
|  |  | GEETANJALI ENCLAVE |  |  |
|  |  | $\begin{aligned} & \text { NEW DELHI-- } \\ & 110017 \end{aligned}$ |  |  |
|  |  |  |  |  |
| SES TECHNOLOGIES LIMITED | 14252320000371 | HDFC BANK | HDFC0001425 | 180770 |
|  |  | MIDC, ANDHERI |  |  |
|  |  | MUMBAI -400093 |  |  |
|  |  |  | TOTAL USD | 3500000 |

Regards,
Adesh Vashishta

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 03 January 2013 13:43 |
| To: | Amit Agrawal |
| Subject: | FW: Everest December 2012 |
| Attachments: | Everest December 2012.doc |



```
From:
Sent:
To:
Subject:
Attachments:
Jitendra Tiwari <JitendraT@sahara.co.za>
12 March 2014 08:02
Ashu
FW: New Zealand Business Opportunities
image002.jpg; image001.jpg
Importance: Low
```

-----Original Message-----
From: Neil Barker [mailto:NeilB@barkerbusiness.co.nz]
Sent: 12 March 2014 09:49 AM
To: HR@Sahara
Subject: FW: New Zealand Business Opportunities
Importance: Low

Hi

I just phoned you about this guy below saying that he represents Oakbay Investments. (Please scroll down and read his email to me) I would appreciate it if you could tell me if he is genuine or if he is using Oakbay as a front to try and scam us somehow.

Using a gmail address seems dodgy and the phone number and address he is using does not stack up??
If you want to check up on me then please go to www.barkerbusiness.co.nz

If he does not work for Oakbay Investments then you may want to pass this email on to management.

Thank you very much
Neil

Neil Barker - Managing Director Barker Business Brokerage Limited Albany, Auckland, New Zealand


Ph-006421957095

From: Lalit Tewari [lalit@oakbay.co.za]
Sent: Monday, 10 March 2014 12:00 p.m.
To: Neil Barker
Subject: Re: New Zealand Business Opportunities

Dear Neil,

Thanks for your revert. We are looking for an acquisition/s in New Zealand and will have our management team based locally so that we have full control of the business day to day activity and profitability. It is not like that we will be operating business from South Africa. We are an MNC company and have business operations in Asia, Middle East and Europe along with pan Africa.

## "W" p 19

We are actively looking at investing in Agriculture Value Chain - specially interested in active primary farming business (more than 5000
ha) - further to Agro-processing and dairy farm as we already have active Dairy projects in Africa.
The company has good investment apatite e.g upto couple of million Hundred USD as per the project potential. I will really appreciate if you can share any such good business investment opportunities to us. I look forward to hearing from you soon.

Thanks
Regards
Lalit Tewari
Head - M\&A
Oakbay Investments Pty Ltd
South Africa
+27-713647345

On Thu, Mar 6, 2014 at 12:44 AM, Neil Barker <NeilB@barkerbusiness.co.nz[mailto:NeilB@barkerbusiness.co.nz](mailto:NeilB@barkerbusiness.co.nz)> wrote:
Dear Mr Tewari

Thank you for your enquiry through
businessesforsale.com[http://businessesforsale.com](http://businessesforsale.com).
The business you have enquired about is looking for an investor who needs to live in Auckland, New Zealand and operate the business on a day to day basis. Therefore this is not an investment that would suit you in South Africa.

We have other opportunities that may interest Oakbay, however could you please tell me how much you have to invest in New Zealand?
Is it NZ $\$ 1$ million, $\$ 5$ million, $\$ 10$ million, $\$ 150$ million? Or anything in between?

Once I have an idea what you are prepared to invest I can come back to you with suggested businesses.

I look forward to hearing from you
Kind Regards
Neil

Neil Barker
Managing Director
BARKER BUSINESS BROKERAGE LTD
"Business Sales With Integrity"
P: 094480750 | M: 021957095 | F: 094481287 | E:
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"Small Business of the Year"
Finalists in the Westpac Auckland North Business Awards 2013
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89 Gazelle Avenue, Corporate Park, Midrand, South Africa Private Bag X180, Halfway House, 1685, South Africa

## From: <br> Sent:

salimessa@gmail.com on behalf of Salim Essa < salim.essa@elgasolve.com> 21 October 2015 10:21
Tony Gupta
Fwd: Thank you for your time and kind hospitality

## ---------- Forwarded message

$\qquad$
From: "A \& B Hydroponics" [contactus@abhydroponics.com.au](mailto:contactus@abhydroponics.com.au)
Date: 21 Oct 2015 11:18
Subject: Thank you for your time and kind hospitality
To: "Salim Essa" [salim.essa@elgasolve.com](mailto:salim.essa@elgasolve.com), "Lalit Tewari \<Lalit.Tewari@elgasolve.com\> (Lalit.Tewari@elgasolve.com)" [Lalit.Tewari@elgasolve.com](mailto:Lalit.Tewari@elgasolve.com)
Cc: "Salim Essa" [salimessa@gmail.com](mailto:salimessa@gmail.com)

Dear Mr Gupta, Mr Essa and Mr Tewari

Just a quick word from Natasha and myself to thank you so much for your time and generous hospitality during our recent visit to Johannesburg. We enjoyed ourselves immensely; and if the company and the entertainment were anything to go by, we can certainly understand why your home is known as 'The City of Gold'.

We know that you are all busy men, and we would like to express our sincere appreciation for the time you took to discuss matters with us. It is very promising that we all share a passion for growing profitable fresh produce and share a vision of the future that will transform the industry. I know we will make great impact together, alongside all the abundance that comes with such success.

The whole A\&B Hydroponics team has been very excited to hear our news, and we are enthusiastic to welcome a fresh generation into the exciting hydroponics industry. We have no doubt that we will work together wonderfully, long into the future, and we are looking forward to growing some serious produce together. And we will be in touch shortly, as promised.

So thank you from Natasha and myself. Your welcome to your city, and your generosity of spirit were much appreciated by us, and we all look forward to working closely with you in the future.

## God bless \& kind regards,

## Director \& Hydroponic Specialist

## A\&B Hydroponics International

www.abhydroponics.com.au

MB: +61 418755472

PH: + 61266741708

FAX: + 61266743088

741 Cudgen Road | Cudgen | NSW | Australia | 2487

Learn more about our hydroponic systems at: www.vimeo.com/15888576

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## Mr. Naveen

Agrawal
Director Manufacturing

Mr. Ajay Khera

Vice President

A chartered accountant by profession with over 14 years of experience, Mr. Anil Misra has been associated with WWG since its early days. Besides leading Finance and Accounts for the entire group, he is also one of the directors at Worlds Window Impex India Private Limited (WWIIPL). Mr. Misra formulates and implements financial and strategic policies at WWG with immense comprehension. His proficiency in responsive planning and financial decision making complements the group's rapid growth.

Mr. Naveen Agarwal has over 10 years of experience in the areas of trading, logistics, manufacturing and administration. He is on the directorial team of Worlds Window Impex India Private Limited (WWIIPL), and also handles the Aluminium Composite Panels (ACP) business. He manages production, marketing and finance in entirety.

Mr. Khera has around twenty-nine years of experience in warehousing and logistics. He has not only planned the construction programme of Container Freight Stations, Inland Container Depots, and warehouses but also strategised the group's future growth path. He has facilitated WWG's entry into container train operations, helping the group achieve the ISO-9002 certification for the Container Freight Stations at Jawaharlal Nehru Port, Navi Mumbai.

Mr. Kapil Jain<br>Group Vice President (Finance)

# Captain Sanjeev Rishi 

## Advisor

Mr. H.S. Mann

Director \& CEO, Coal Trading

Mr. Kapil Jain is a chartered accountant with experience of over 22 years in the varied fields of Finance \& Accounts, IPOs, FDIs, PEs, Project Exports, M\&As, Project Appraisal and Funding across different industries. He applies this rich experience and expertise in examining each new project in great detail to ensure that the group engages in viable and profitable projects. He also heads the group's secretarial functions.

Capt. Sanjeev Rishi has over 38 years of experience in shipping and logistics. He has worked with the Shipping Corporation of India for 14 years and has carried out marketing of various shipping lines, serving at senior positions in northern India. He is also proficient in handling multimodal transportation of Inland Container Depots (ICDs).

Mr. H.S.Mann holds a Masters degree in Economics and Post Graduate in Material Management. He has core competencies in Project Management, Materials Management \& Bulk Commodity Trade.

He started his career in December 1975 as Management Trainee in National Fertilizer Limited. He has served as a Chairman and Managing Director of MMTC Ltd from October 2010 to July 2011. He has also been associated with Himadri Chemicals \& Industries Ltd. Since 2011, Mr Mann has been an Independent Director on the Board.

CEO, Seagull Maritime Agencies

Mr. Siddharth Charan Jena is a qualified Chartered Accountant and is the current Chief Executive Officer and Director of Seagull Maritime Agencies.


Mr. Rajiv Kochhar has more than 35 years of experience in infrastructure and logistics. His 30 years of association with CONCOR/ Railways included a 3 year service as General Manager. He has also worked as a core team member in setting up a Logistics Park / ICD for Adani Logistics Private Limited. Mr. Kochhar is a renowned figure in the industry with vast experience in commercial terminal operations.

Mr. Rajiv Kochhar

Vice President

## (Commercial \& Projects)

## Quick links

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## 0

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## LET'S BE

let's make our dreams bigger. lef's stretch our vision farther. let's push our horizons further apart.
let's explore deeper into the unknown.
let's aim higher than our reach.
lefts realise more of our potential.
lej's accomplish more.

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ECO-CONCIOUSNESS
That the WWG Group is an ecologically responsible organization is evident from the fact that several of our businesses, most notably Reclaim Rubber and Steel Scrap, are founded on the principles of waste recycling.

Moreover, all the group companies maintain ecologically sound business practices in the manufacturing processes and in the way we conduct our business. Our group companies employ processes that ensure reduction of effluents and emissions, maintaining local ecologies and improving long term corporate sustainability.

Being responsible corporate citizens, the group has a set of explicit guidelines on environmental and ecological issues. For instance, we encourage a paperless work environment and energy conservation at work, besides several other ecofriendly initiatives and policies. All our group companies have strict mandate to adhere to these rules that help us protect, conserve and restore our natural resources.
CONTRIBUTION TO SOCIAL CAUSE
Worlds Window Group believes that our growth is organically associated with the development of our society, the nation and the world at large. The healthier the society, the better will be the world we live in. That is why Worlds Window Group is not just about growth; it is also about our contribution towards the society's upliftment.

Worlds Window Group has committed itself to bringing light to the lives of children whose parents have limited or no means of supporting their education. To this effect, WWG encourages various institutions promoting education amongst needy children. Education for these children has become possible only because nutritious food is provided to them in the school and the parents need not worry about children going to work to earn their daily bread. Meritorious students can further study in professional courses of their choice through scholarships available at WWG. We are confident that education and health for these young children will transform their lives and society at large. Now gradually we are extending support to poor and homeless elders also. Worlds Window Group believes that healthy and educated children today will lead tomorrow's India to even greater heights and a brighter humane world.


योगस्थः कुरु कर्माणि स्रां त्यक्ता धनब्तय। सिद्ध्यसिद्ध्योः समो भूत्वा समत्वं योग उच्यते ।। ४६।। "Perform your duty equipoised, O Arjuna, abandoning all attachment to success or failure. Such equanimity is called yoga.' Bhagvadgita

Chairman's Message

I feel immensely blessed and fortunate when I look at the journey that Worlds Window Group started in 1993 and the milestones where we stand today. In this arduous journey, we have learnt to transcend our limitations, and convert challenges and constraints into business opportunities. Testimony to these claims s our diversified portfolio of Infrastructure, Logistics, Trading, Manufacturing and Mining. This diversification has been organic and immaculately planned with horizontal and vertical integration by expanding into new and growing industries on one hand and forward and backward linkages to the existing businesses on the other .

This journey has become possible due to the core of Worlds Window Group, a family of 1000 people, putting itself on the block to ensure the best services with focus on quality, safety, growth, care and contribution. And the enduring support from all the stakeholders, viz. bankers, investors, customers, suppliers, and the group members has provided the rest of the important components to the success.

We at WWG are working to be stakeholders in the global business. We want our success to empowe us with the capability to nurture the society and help us bring education and employment to as many people as possible. We are inspired to create a conglomerate capable of standing up to, and perhaps surpassing, the biggest and the best in the world.

With the business in all our segments touching exciting breakthroughs, the expansion plans are al directed for pristine segments, far reaching territories and a further intensifying presence of Worlds Window Group all over the world. I look forward to an empowering espousal of all the stakeholders in manifesting this dream of success.

Worlds Window Group - A History Of Delivering More

Mr. Piyoosh Goyal, a true visionary, is spearheading the Worlds Window group. At the youthful age of 39 years, he is the driving force behind the group. In 1993, Mr. Piyoosh Goyal laid the foundation of the group by starting import and trading of ferrous and non-ferrous metals scrap. Today this venture, the 'Worlds Window Impex India Private Limited', is the flagship of the group and one of the largest importers in Northern India. It has been awarded for 2 consecutive years for being the 2 nd largest importer with a turnover of more than Rs. 6, 100 million. In 2004, to deal with high volumes and high import frequencies, Mr. Piyoosh Goyal promoted 'Maple Logistics Private Limited'. Today, it is a proud owner of 412 Trucks and Trailers specialising in the movement of containerised cargo. Maple Logistics has grown into a 'Multi Modal Total Logistics Solution Provider' to local and multinational companies in the region of northern India.
'Worlds Window Infrastructure \& Logistics Private Limited' was incorporated in 2006. The Inland Container Depot, Loni has touched a traffic volume of more than 13,000 containers per month. Today, it's the third largest Inland Container Depot (ICD) in India in terms of volume.

Another ICD at Wardha( Nagpur) has been made functional in 2009, and construction work is on for ICD Bawal (Haryana), which will soon start its operations.

WWG acquired Seagull Global Logistics in 2009 and
since then Seagull has set up its businesses in UAE, UK and the US. The company focuses on providing customers with end to end supply chain and logistics solutions globally.

On the manufacturing front, Mr. Piyoosh Goyal has promoted partnership firms 'Alubond Enterprises' and 'Alstrong Enterprises' engaged in the business of manufacturing Aluminium Composite Panels (ACP) at its Plants located in Jammu under the brand name 'Alstrong'. M.V. Enterprises is another partnership firm engaged in the manufacturing of Reclaim Rubber at its state-of-the-art plant in Dehradun. The said unit has started commercial production and is manufacturing reclaimed rubber of high tensile strength and superfine grain structure which is not produced by any other manufacturer in India. The plant has an installed capacity to manufacture I2,000 MT of Tyre Reclaim and 6000 MT of Tube Reclaim perannum.

Worlds Window group is bringing a new Free Trade Warehousing Zone (FTWZ) in Kandla, which brings advantages of being linked to the port. There will be associated benefits of foreign direct investments and many tax rebates too, benefitting the customers.

In 2010, the Worlds Window Group ventured into the mining sector. By 20II, the group has acquired about II MMT of coal resources. Mining of these resources is already underway, boosting group's exports and associated logistics businesses.

## IT INFRASTRUCTURE AT WWG

WWG IT infrastructure not only enables controlling of business processes, but also is a centralized system for making quick business decisions, resulting in enormous savings. It is managed by in-house resources and supported by globally known outsourced partners- Ernst \& Young, IBM, Team Computers and T4U.

WWG has a high speed network with MPLS, Secure VPN and Point to Point connectivity that connects data center, factory locations, operation sites and Disaster Recovery sites. Our IT Infrastructure setup has been secured by implementing Domain Authenticated Servers, Firewalls, Backup and Recovery policy, Anti Virus \& Anti Spam servers to defend any cyber threats. We have achieved physical security by implementing restricted access control system and CCTV Surveillance System.

Our Business applications includes Global Positioning System (GPS) to track vehicles, Logistics Management System, Fleet Management Systems and E-freight suit (SAS) for Logistics business, CCLS and EDI Application for ICD business integrated with ERP. WWG IT is maintaining Web Based Portals information system to access information related to different incorporated Businesses under WWG group.

To take our business to the next level, the right software solution can help us transform our operations today and execute on our long-term growth strategies tomorrow. We are implementing SAP along with Business Intelligence, Business Planning \& Consolidation and Enterprise Portal that is integrated enterprise software solutions to achieve Global Business Standards and Practices.

Growth Trends

Our growth plans have always been driven by an embedded objective of providing world class products and services with focus on quality, safety, growth, care, environment protection and contribution to the society at large. While maintaining the present organic growth in existing businesses, the energies are oriented towards major breakthrough in some fresh sectors like power, mining and infrastructure.

The essential tenets of the present guiding strategy for expansion are:

- Replicating the existing businesses to new territories thereby benefitting ourselves with the expertise and experience gained over years of hard work and challenges.
- Venturing into new segments in the already known geographies, getting the most out of the familiarity gained and relations developed with the trade and industry over time.
- Partnering experts for exploring new sectors creating avenues for learning and growth.
- Forward and backward integration of existing businesses to enhance presence and reduce dependence.
- Enhancing the base size of existing businesses to multiply the scale of operation by capacity rebuilding.


## Arctos Trading (pTY) Limited (mining Coal And Minerals)

WWG has identified South Africa as a key international destination for future growth. It has been doing meta and metal scrap trading in South Africa for the last 15 years and with growing familiarity and strengthening business expertise in this territory. WWG has expanded into the mining sector in 20II. The mining segment is expected to be further enhanced to include other minerals like manganese, iron ore, chrome, copper mineral, besides existing coal mining.

Arctos Trading Pty Ltd epitomizes what the Worlds Window Group represents. It is the South African component of the Worlds Window Group, with a portfolio comprising interests in the logistics, trading and freight forwarding areas. The company is supported by a team of highly experienced and talented individuals hailing from the mining industry.

The company's first venture into the Southern African continent was the acquiring of a greenfield coal mine that is now fully operational. The mine is situated in the Mpumalanga Province of Southern Africa and is located in the Bethal district. It has since proven to be a mine with I I million ton coal reserve, which is set to target both the local and export markets. The project is located proximal to several coal-fired power stations and has road, rail and power infrastructure running within 50 kilometers of the project. Together with the global demand for coal rising by an annual average of $4 \%$, this mine will help WWG touch another milestone in growth.
"The face of mining in Africa is changing rapidly and is becoming increasingly complex. More so than ever, the competifion for strategic resources is critical to the economic growth of the emerging economies as they posture to challenge the suzerainty of the long established developed states. This once again places the African
 minerals industry at the centre of the global geopolifical stage."

Excerpt from the Journal Presidents Corner- SAIMM - Southern African Insititute of Mining and Metallurgy

## MAPLE LoGISTICS PRIVATE LIMITED (LogistICs SOLUTIONS)

Since its inception in January 2004, the logistics division of Worlds Window Group has made giant strides in providing value added transport services to both domestic and multi-nationa corporations in India. With an ISO 9001:2000, 14000, 18000 certification and the constant faith entrusted in us by our partners, we have gradually expanded to own a fleet of 412 trucks / trailers in a short span of time. Maple handles sizable traffic volumes of more than 10,000 containers per month. Maple Logistics Private Limited provides a variety of transportation services and specializes in movement of cargo containers for corporate houses, importers, exporters and the business community in general. Key features which make Maple logistics a preferred logistic partner are:

- One of the largest fleet owner in India - $4 I 2$ wn vehicles and $I 00$ associated vehicles.

GPS enabled tracking software providing online status of the position of all vehicles.

- 12 controlling offices covering entire India through associated networks.
- Fully equipped 24 hours hi-tech maintenance workshop.

Large client base covering big corporates like BHEL, Sterlite, Hindustan Zinc, Jindal, TATA Motors etc.
Maple Logistics Private Limited is planning to add another 500 vehicles by the middle of 2012. The Group, with its expertise in Indian transport and Logistics segment, is planning to extend transportation services in five African \& Middle East countries by the end of the current financial year.

## SeAgull Maritime Agencies Private Limited

Freight Forwarding was added to the Group under the banner of Seagull Maritime Agencies Pvt Ltd. This enables the Group to provide seamless supply chain solutions by offering international transportation by sea and air. Seagull has already marked its presence in India, United Kingdom (London and Manchester), United States of America (New Jersey and Los Angeles), Singapore and United Arab Emirates (Dubai). In 2011 , Seagull plans to open offices in South Africa, Kenya, Senegal, New Zealand, Netherlands, Germany, Ireland, Brazil, Turkey, and Hong Kong, thereby increasing its global footprint. In addition to this, Seagull is a member of World Cargo Alliance (WCA) and has a globa
 network of reputed agents and partners. Seagull has set up a globa back office in India operating $24 \times 7$ to provide service excellence to its customers. Seagull is a registered NVOCC with FMC in USA and has a Class A license as NVOCC for China/USA trade with the Ministry of Communication, China. It is also a registered Multimodal Transport Operator in India and is FIATA accredited. Its commitment to Service Excellence is demonstrated by its knowledgeable, experienced, dedicated personnel and its investment in advanced information systems. The Company is committed to providing end-to-end integrated supply chain and logistics services to its valued customers globally.

WORLDS WINDOW IMPEX INDIA PrIVATE LIMITED (DOMESTIC AND INTERNATIONAL Trading)

WWIIPL is the flagship venture of the worlds Window Group and is a leading importer and trader of Ferrous and Nonferrous metals, precious metals and metal scrap. With a team of highly proficient and experienced managers working as one cohesive unit, Worlds Window Impex has grown by leaps and bounds. Today the company has wholly owned subsidiaries in Dubai, United States of America and Singapore. The subsidiary in Dubai has its branch offices spread across the world at various places including Sharjah, Ajman, Fujairah, Abidjan, Ghana, Durban, Cameroon, Djibouti, Uganda, Houston, Freetown, Trinidad, Johannesburg, Benin, Cape Verde and Senegal. The company has a wide customer base that ranges from manufacturers of steel and ingots and traders. The Company is exporting to Bangladesh, Malaysia, Thailand, China, Hong Kong and other far-east countries.


Everest Metals FZE
Everest Metals FZE is Global trading arm of the Worlds Window Group. Everest Metals FZE today has it's strong foothold in more than 22 countries in Europe, South Africa, Latin America, Middle East, East Africa and West Africa. It has been incorporated as a Free Zone Establishment with a limited liability at Hamriyah Free Zone, Sharjah, and U.A.E in 2008.

The company is engaged in the trading of containerized Metal Scrap, with core competence in Steel Scrap \& various allied products viz. Heavy Melting Scrap (HMS), Shredded, Light Melting Scrap (LMS), Plates \& Structures Grades (P\&S grades) and other non-ferrous scrap. The company also has a division which trades in teak wood.

Our global exports are effected to leading recyclers, steel mills and trading houses in Malaysia, Vietnam, Thailand, Indonesia, India, Pakistan and Bangladesh. Everest Metals, FZE is known for its Total Quality Management (TQM) with timely delivery which is of paramount importance to our business values.

Our core strengths in international trade are:

- Close monitoring and effective supply chain management.
- Strategicalliance with our service providers.
- Excellent working relationship with shipping lines.

Trained and dedicated team.

- Own infrastructure, yards and offices in each country of operations.

Following are the key credentials of the company:

- ISO 9001:2000 accreditation from UKAS in the Trading \& Baling of Metal Scrap (Ferrous \& Non Ferrous) for TQM.
- ISO I $4001: 2004$ accreditation from UKAS \& ANAB in the Trading \& Baling of Metal Scrap (Ferrous \& Non Ferrous) for

ISO $14001: 2004$ accreditation from UKAS \& A

- OHSAS 18001:2007 accreditation from UKAS in the Trading \& Baling of Metal Scrap (Ferrous \& Non Ferrous) for
maintaining Safety standards.
- Member of Institute of Scrap Recycling Industries Inc.


## ALSTRONG ENTERPRISES INDIA PVT. LTD. (ALUMINIUM Composite PANELS)

Alstrong Enterprises are the pioneers in manufacturing Aluminium Composite Panels (ACP) in India. The company has enhanced ACP production from 18 million sq. ft. per year in 2008-09 to 25 million sq.ft. in 2010-II. Alstrong offers innumerable colours, shades, textures and patterns in ACP to unleash creativity of Architects, fabricators and interior designers. Catering to the need of its customers, Alstrong is now offering ACP specially crafted for the purpose of fire resistance, interior décor and partitions. The variety of ACP and its varied innovative uses are due to the unique mechanical properties and long life of Alstrong products. This has become possible due to the state of the art manufacturing plants and a laboratory equipped with modern analytical machines like DSC, AAS, FTIR for round the clock check on quality parameters. The ISO certified processes followed at the plant confirm to the best practices in the industry. To meet quality and efficiency aspects comprehensively in the overall manufacturing systems and their functioning, Alstrong Enterprises is integrated through the SAP system.

With the surge in demand for its products, Alstrong Enterprises is expanding its manufacturing facilities in India and abroad. The focus is on backward integration through setting up coil coating unit. Th)

MV ENTERPRISES (RECLAIM RUBBER)

One of the flagship companies of the Worlds Window Group, MV Enterprises has the most modern facility in Dehradun to manufacture tyre reclaim rubber and butyl tube reclaim. With a capacity of manufacturing $12,000 \mathrm{MT}$ o Tyre Reclaim and 6000 MT of Butyl Tube Reclaim per annum, the plant produces rubber products of the highest quality and sustainability. To attain these uncompromising standards, there is a great deal of emphasis paid to educate and train our work-force. The product itself is of great use for the manufacturers of tyres and tubes, rubber mats, automotive seals and gaskets, conveyor belts and a host o other rubber products.

## Growth Sectors

Worlds Window Group comprises 8 group companies and has a prominent presence in the following sectors:

$$
\begin{array}{ll}
\approx & \text { Infrastructure } \\
\approx & \text { Logistics } \\
= & \text { Trading } \\
\text { Manufacturing }
\end{array}
$$

- Logistics
- Mining

Group Companies

WORLDS WINDOW INFRASTRUCTURE AND LOGISTICS PVT. LTD
ICD Loni: Geared to set benchmarks for quality, efficiency and trust, this group company was incorporated in the year 2006 to expand operations in the Logistics sphere. It manages ICD - Lon in Ghaziabad (UP) with an ISO 900 I certification for quality and ANAB certification for conforming to management system standards. Since the start of operations in 2007, ICD Lon has come a ing way with a current monthly average throughput of 13,000 TEUs. Our present clientele largely comprises of shipping companies, exporters \& importers. To serve the increasing client demands, WWG is in the process of setting up another ICD at Loni.

ICD Bawal: Having received Inter-Ministerial Clearance for setting up a rail linked container terminal at Bawal (in Haryana, on NH -8, approximately 100 Kms from Delhi), we are poised to commence construction at ICD Bawal. It will cater to the areas of Neemrana, Khuskhera and Industrial Growth Centre, Bawal. This area has been declared as Investment Region by JETRO (Japan External Trade Organization, a trade advisory to Japanese industries) and will shortly witness setting up of a large number of japanese companies in the region. The facility would be spread over 40-50 acres and would be rail linked to all major and minor ports. It is expected that laying of rail lines and construction of warehouses will commence in a short duration.

Worlds Window Wardhalnerastructure Pvt. LTD

ICD Wardha: WWWIPL has an ICD in Wardha (near Nagpur, Maharashtra) and it aims to capture the logistics business in the central sector of the country through a rail based logistics cum distribution hub. ICD Wardha is being developed with a vision to service the Industrial areas of Vidarbha, Chhattisgarh and Telangana. The infrastructure for complete mechanized handling of BLC open top railway wagons is ready and WWILPL is providing Bulk Material
 Handling solutions to major steel manufacturers. With construction on
its last stage, ICD Wardha is all set to commence operations within the first quarter of 2012 . WWILPL intends to provide facilities such as customized categorized warehouses, break bulk, containerised and dry cargo storage for its customers.




Free Trade Warehousing Zone (ftwz) At Kandla, Gujrat
WWILPL has recently ventured into FTWZ with the allotment of 25 Acres of land under Kandla Special Economic Zone (KASEZ) for the development of integrated Free Trade Warehousing Zone. This FTWZ is conveniently located for port or multi-modal hinterland connectivity with an aim to facilitate movement of products in and out of the country. FTWZs have unique advantages for Imports, Exports and Re-Exports in the form of:

- Duty deferment
- Exemption on SAD, VAT and CST

Local Tax exemption

* Foreign exchange transactions capability
- Service tax exemption on all activities conducted inside FTWZ including rental and labor
- Permission of $100 \%$ FDI for the set up of units by the unit holder of the FTWZ

Metallum INC.

The metal and metal scrap trading business of the Group has been recently stretched out to the territory of United States of America under the company name of Metallum Inc. It has started operations in Houston City and will gradually expand the venture to other regions of USA. With Seagull's already existing freight forwarding offices in USA, we at WWG plan to expand our horizons much wider and gradually shall be having a much more intensified presence in USA.


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## J J Trading FZE

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## Reveal patterns in global trade

Top countries/regions supplied by J J Trading FZE
Destination Country/Region

- India

16 shipments (88.9\%)

- United States

2 shipments (11.1\%)

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Fácil acceso a los datos del comercio
2 envios a Estados Unidos
US
16 India shipments
India

## Registros de aduanas de Estados Unidos organizados por empresa

2 U.S. shipments available for J J Trading FZE, updated weekly since 2007


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## Explore trading relationships hidden in supply chain data

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https://es.panjiva.com/J-J-Trading-FZE/35527212
"Y" p 3


Contact information for J J Trading FZE

Dirección
PLOT NO. 1G-24,PO BOX 51016 HAMRIYAH FREE ZONE, SHARJAH, U.A.E. , , UNUNITED ARAB EMIRATES

## Top HS Codes

1. HS 72 - Iron and steel
2. HS 39 - Plastics and articles thereof

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$$
\text { "Y" p } 4
$$

Date
2015-05-30
Shipper Name
Jj Trading Fze
Shipper Address
PLOT NO. 1G-24,PO BOX 51016 HAMRIYAH FREE ZONE, SHARJAH, U.A.E. , , UNUNITED ARAB EMIRATES
Consignee Name
Worlds Window Impex India Pvt. Ltd.
Consignee Address
75 KHIRKI VILLAGE MALVIYA NAGAR NEW DELHI - 110017 INDIA
Notify Party Name
Xangbo Global Markets Pte Ltd.
Notify Party Address
HEX 36-01 OCBC CENTRE, 65 CHULIA STREET, SINGAPORE 049513
Also Notify Party Name
Worlds Window Impex India Pvt. Ltd.
Also Notify Party Address
75, KHIRKI VILLAGE, MALVIYA NAGAR,, NEW DELHI - 110 017, INDIA
Weight
14387
Weight Unit
K
Weight in KG
14387.0

Quantity
32
Quantity Unit

## PCS

Shipment Origin
United Arab Emirates
Details
$14,387.0 \mathrm{~kg}$
From port: Southhampton, United Kingdom
To port: The Port of Charleston, Charleston, South Carolina
Place of Receipt
Coventry, Gb
Foreign Port of Lading
Southhampton, United Kingdom
U.S. Port of Unlading

The Port of Charleston, Charleston, South Carolina
U.S. Destination Port

The Port of Charleston, Charleston, South Carolina

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$$
\text { "Y" p } 5
$$

Vessel Name<br>OSAKA EXPRESS<br>Voyage Number<br>053W<br>Bill of Lading Number<br>HLCULIV150539874<br>Lloyd's Code<br>9320697<br>In Bond Code<br>63<br>HTS Codes<br>HTS 3920.43.10

Other suppliers from United Arab Emirates include

- Seville Products Ltd. (Llc) Branch
- Maersk Logistics
- Tradition International Llc
- Cargo Sol Llc
- Intercity Perfumes Llc
- Ghanim Abbadi Trading
- Huda Beauty Llc
- Ceva Ocean Line
- Uasac (Emirates).
- Drill Bits Supply And Services

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55 Water Street, 42nd Floor New York, NY 10041

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http://www.jjtrading.co.in/contact.html

$$
\text { "Y" p } 7
$$

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## JJTRADING FZE

http://www.jjtrading.co.in/index.html

$$
\text { "Y" p } 8
$$




## Welcome to JJ Trading

JJ Trading is an international trading company with core businesses in Agro products, non-ferrous scrap and ferrous scrap. With a team of experienced professionals \& Business Associates and a strong knowledge of the traded products, JJ Trading is able to propose flexible and tailor made solutions to its clients and suppliers, thus ensuring the quality of the goods being offered. Our target is to propose to our counterparties the solutions they require for their needs with secured transport arrangement for each deal.

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$$
\text { "Y" p } 9
$$



INDUSTRY OVERVIEW

## Category Mining \& Metals

Summary Mining is the extraction of valuable minerals or other geological materials from the earth, usually from an orebody, lode, vein, seam, reef or placer deposits. These deposits form a mineralized package that is of economic interest to the miner. Ores recovered by mining include metals, coal, oil shale, gemstones, limestone, chalk, dimension stone, rock salt, potash, gravel, and clay.

Mining is required to obtain any material that cannot be grown through agricultural processes, or created artificially in a laboratory or factory. Mining in a wider sense includes extraction of any non-renewable resource such as petroleum, natural gas, or even water. Mining of stones and metal has been a human activity since pre-historic times. Modern mining processes involve prospecting for ore bodies, analysis of the profit potential of a proposed mine, extraction of the desired materials, and final reclamation of the land after the mine is closed. Mining operations usually create a negative environmental impact, both during the mining activity and after the mine has closed. Hence, most of the world's nations have passed regulations to decrease the impact. Work safety has long been a concern as well, and modern practices have significantly improved safety in mines. Levels of metals recycling are generally low. Unless future end-of-life recycling rates are stepped up, some rare metals may become unavailable for use in a variety of consumer products. Due to the low recycling rates, some landfills now contain higher concentrations of metal than mines themselves.

Top Glencore, BHP Billiton, Rio Tinto, China
Companies Shenhua Energy, Vale

## Industry Employee Share



## LOCATION OVERVIEW

United The United Arab Emirates; UAE; Arabic: دولة الإمازات العربية
Arab المتحدة Dawlat al-Imārāt al-'Arabīyah al-
Emirates Muttaḥidah), sometimes simply called the Emirates, is a federal absolute monarchy sovereign state in Western Asia at the southeast end of the Arabian Peninsula on the Persian Gulf, bordering Oman to the east and Saudi Arabia to the south, as well as sharing maritime borders with Qatar to the west and Iran to the north. In 2013, the UAE's population was 9.2 million, of which 1.4 million are Emirati citizens and 7.8 million are expatriates. The country is a federation of seven emirates, and was established on 2 December 1971. The constituent emirates are Abu Dhabi, Ajman, Dubai, Fujairah, Ras al-Khaimah, Sharjah and Umm al-Quwain. Each emirate is governed by an absolute monarch; together, they jointly form the Federal Supreme Council. One of the monarchsis selected as the President of the United Arab Emirates. Islam is the official religion of the UAE and Arabic is the official language. The UAE's oil reserves are the seventhlargest in the world while its natural gas reserves are the world's seventeenthlargest. Sheikh Zayed, ruler of Abu Dhabi and the first President of the UAE, oversaw the development of the Emirates and steered oil revenues into healthcare, education and infrastructure. The UAE's economy is the most diversified in the Gulf Cooperation Council, while its most populous city of Dubai is an important global city and an international aviation
hub. Nevertheless, the country remains principally reliant on its export of petroleum and natural gas. The UAE's rising international profile has led some analysts to identify it as a regional and middle power.


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انضم الآن $\quad$ الأشخيل الدخول

TRADING FZE

## Ramratan Jagati Jagati

Manager at J J TRADING FZE
الإمارات العربية المتحدة • 76 زميلا

انضم للتواصل

## |لخبرة

| لقد قمت بتسجيل الخروج | Manager <br> j J TRADING FZE |
| :---: | :---: |
| برجاء تسجيل الدخول للتمتع بالتجربة كاملة |  |
| تسجيل الدخول | عرض ملف amratan Jagati © لمعرفة الأشخاص المشتركين الذين |
| انضم الآن | 百 |
|  | \&\& تواصل مع Ramratan Jagati مباشر |

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## logo

## Century General

We are a UAE based Metal Trading company dealing in all forms and grades of Non-Ferrous Metals and Residues across the globe. From Scrap Steel to Non Ferrous Metal, to unclassified Steel Products, Century General Trading FZE is an important trader for the Steel and Metal Industries in the metal trade and it does not matter what the material is. Century General Trading FZE has excellent knowledge of all aspects of scrap metal recycling - from accepting the materials all the way through to returning them to production cycles as secondary raw materials.

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## About Us

Century General Trading FZE is actively involved in the trade of Ferrous and Non-Ferrous Metals and Agro Plastics. Century General Trading FZE has entered the recycling industry in the 2010 and at present it is an one of the leading company when it comes to recycling of metals. Century General Trading FZE has undergone intensive growth since being founded. We have strong financial capability, a dedicated, experienced staff, excellent worldwide connections within the industry. We started our operation at a small scale in the middle east market and now we are one of the main supplier of metal scrap to steelworks, foundries and scarp traders across the globe. When it comes to recycling Scrap Steel, we can offer our customers significant economic and ecological advantages thanks to our highly efficient and our comprehensive network of sourcing locations and associates.

At Century General Trading development work is being carried out all the time in order to enhance improve the quality of the secondary raw materials recovered from scrap metal. We are well aware of this fact and keep a close eye on the market for new and improved scrap metal recycling technology so that we can integrate it into our business. By continuously developing our sorting and separation methods, we are able to further increase the level of purity of our secondary raw materials - which, in turn, adds more value to our customers' products.

We regularly visit the major scrap yards in Middle East, Europe, Africa, North and South America and, as Principal Traders, ship scrap metal to all other parts of the world. We have a highly dedicated team with well-experienced sourcing experts and traders and reliable customers in Pakistan, India and in the Far East, aiming to deliver high quality scrap materials at competitive prices.

The scrap materials we are presently trading in large volumes include: HMS, Resale Material, LMS, Aluminum Scrap, Taint Tabor, Tense, Mixed Copper, Copper Wire, Birch Cliff, Berry, Cobra, Millberry, Brass Honey, Electric Motors, Compressors, mixed metals, and batteries. We call upon the services of the world's major shipping lines for shipping throughout the world, in both containers and bulk. We are able to secure competitive rates and insurance for all your materials. We are generally able to source scrap material whatever your requirements and welcome your enquiries.


## Products

## Century General Trading FZE process material for a range of clients requiring high grade products, including:

» Steel works
» Smelters
» Aluminium and Copper refiners
Our reputation, built over a number of years, rests on a total commitment to providing products of consistently high quality. It is the kind of quality we believe is unsurpassed within the industry.

Integrity and transparency are also key elements of our service. As we always supply our products directly to end users such as steelworks, refineries and smelters, the prices we quote are never artificially inflated by 'middle men'.

## Ferrous Scrap Metal

We supply an extensive range of ferrous scrap metal products to steelworks throughout the UK and worldwide. These are all stringently graded and processed to meet the high standards of quality our customers demand.
» HMS 1 \& 2
» Plate and Structural Scrap
» Stteel Turnings
» LMS Bales and New Black Bales
» Shredded Steel
» Cast Iron
» Re-Sale Material

## Non-ferrous Scrap Metal

The rigorous processes we operate enable us to supply the highest quality non-ferrous scrap metal. All materials are hand-sorted, and we train our staff thoroughly to ensure they maintain excellent standards of quality control.
» Alumnium Scrap
» Copper Wire (Barley and Berry)
» Copper Wire (Birch)
» Copper (Cliff)
» Yellow Brass Scrap (Honey)
» Aluminium Scrap - Taint/Tabor
» Aluminium Copper Radiators
» Aluminium Extrusions
» Aluminium Wheels
» Lead Battery Plates / Scrap
» Lead / Acid Batteries
» Stainless Steel Scrap
» Stainless Steel Turnings
» Mixed Electric Motors

## Contact

M/S CENTURY GENERAL TRADING FZE
P.O BOX: 16423,

RAS AL KHAIMAH (UAE).
MOB: +971504333852

Your Name
Full Name
Your Email
Your Email
Mobile

Mobile
Message

Your message...

## Send Message

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| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 05 June 2012 16:54 |
| To: | Ugeshni Naidu |
| Subject: | Fw: Payment to Arctos- 1million USD |

Sent via my BlackBerry from Vodacom - let your email find you!
From: [rajiv.dabas@arctos.co.za](mailto:rajiv.dabas@arctos.co.za)
Date: Tue, 5 Jun 2012 15:39:09 +0000
To:[ashu@sahara.co.za](mailto:ashu@sahara.co.za)
ReplyTo: [rajiv.dabas@arctos.co.za](mailto:rajiv.dabas@arctos.co.za)
Subject: Fw: Payment to Arctos- 1million USD

Ashu ji,
For your reference.
Sent via my BlackBerry from Vodacom - let your email find you!
From: Puneet Gupta < puneet.gupta@worldswindow.cc>
Date: Tue, 5 Jun 2012 21:07:29 +0530
To: 'Rajiv Dabas'[rajiv.dabas@arctos.co.za](mailto:rajiv.dabas@arctos.co.za)
Subject: FW: Payment to Arctos- 1million USD

From: Pooja [mailto:pooja@worldswindow.cc]
Sent: Monday, June 04, 2012 11:00 AM
To: 'Rajiv Dabas'; puneet.gupta@worldswindow.cc
Cc: 'Akshay Bhasin'; 'Himanshu Agarwal'; 'Mukesh Gupta'
Subject: FW: Payment to Arctos-1million USD
Payment for BOB Installment, may please get it trfd from SBI to BOB at the earliest

Regards
pooja

From: ramratan jagati [mailto:ramratanjagati@yahoo.com]
Sent: Sunday, June 03, 2012 2:36 PM
To: JUNK YARD; Puneet Gupta
Cc: Pooja@ae
Subject: Re: Payment to Arctos
DAT\&\&\&\&\&\& 10300487010SWT04Jun2012AEK030620QE682YONNUSD000000150000000S/B BMEAEADXXXS/MRMDUS33XXX $000 \quad 02\{1: F 01 B B M E A E A D A X X X 00010000$
:01 \} \{2:I103MRMDUS33XXXXN $\}\{3:\{108:$ AEK030620QE682YO $\}\}\{4$
AEK030620QE682YO:20:
B:CRED23:
A:120604USD150000,0032:
K:/AE18020000007002570510050:
IMR GENERAL TRADING FZE

P O BOX 7359
FUJAIRAH
AE
A:BBMEAEADXXX52:
B:/00003819953:
A:SBINUS3356:
A:SBINZAJJ57:
32620070720101/:59:
ARCTOS TRADING PTY LTD
BLOCK A GRAYSTON RIDGE 144
KATHERINE STREET JOHANNESBURG
ZA
SUPPLIER PAYMENT:70:
AGAINST PURCHASE OF METAL SCRAP A:SHA71:
B:SUPPLIER PAYMENT77:
0000094383 \{-

DAT\&\&\&\&\&\& 10300488010SWT04Jun2012AEK030620KE7FY4GNNUSD000001000000000S/B BMEAEADXXXS/MRMDUS33XXX $000 \quad 02\{1: F 01 B B M E A E A D A X X X 00010000$ :01 $\}$ \{2:I103MRMDUS33XXXXN $\}\{3:\{108:$ AEK030620KE7FY4G $\}\}\{4$
AEK030620KE7FY4G:20:
B:CRED23:
A:120604USD1000000,0032:
K:/AE18020000007002570510050:
IMR GENERAL TRADING FZE
P O BOX 7359
FUJAIRAH
AE
A:BBMEAEADXXX52:
B:/00003819953:
A:SBINUS3356:
A:SBINZAJJ57:
32620070720101/:59:
ARCTOS TRADING PTY LTD

BLOCK A GRAYSTON RIDGE 144
KATHERINE STREET JOHANNESBURG
ZA
SUPPLIER PAYMENT:70:
AGAINST PURCHASE OF METAL SCRAP
A:SHA71:
B:SUPPLIER PAYMENT77:
0000094129\{-


From: JUNK YARD [junkyardscrap@gmail.com](mailto:junkyardscrap@gmail.com)
To: ramratan jagati [ramratanjagati@yahoo.com](mailto:ramratanjagati@yahoo.com)
Cc: "Pooja@ae" [pooja@everestmetals.ae](mailto:pooja@everestmetals.ae)
Sent: Saturday, 2 June 2012 2:55 PM
Subject: Payment to Arctos
Dear Ramratan,

Please provide USD 1,000,000 to Arctos

Thanks and Regards,
Ravi Gupta

This message has been scanned for viruses and dangerous content byMailScanner, and is believed to be clean.

| From: | Ashu Chawla [ashu@sesindia.com](mailto:ashu@sesindia.com) |
| :--- | :--- |
| Sent: | 24 July 2010 11:21 |
| To: | 'Joleen Robinson' |
| Subject: | FW: Itinerary |
| Attachments: | image001.jpg |

From: Shuchi Bansal [mailto:shuchi@worldswindow.cc]
Sent: Saturday, July 24, 2010 11:39 AM
To: ashu@sesindia.com
Cc: piyoosh@worldswindow.cc
Subject: Itinerary
Dear Sir,
Given below is the itinerary of Piyoosh ji and accompanyinggentlemen for your information. It would be a great favor if you can pleasearrange to book for 4 hotel rooms, preferably in the vicinity of Bukhararestaurant.

Date of arrival: $28^{\text {th }}$ of July 2010
Flight no EK 761 of Emirates dropping at O R Tambolnternational Arpt (JNB), Terminal A at 1050 hours.
Departure has been scheduled for $1^{\text {st }}$ of Augustthrough same terminal at 2220 hours.

## Visitors:

1. Mr. Piyoosh Goyal
2. Mr. Ved Prakash Agrawal
3. Mr. Vipul Agrawal
4. Mr. Sarvesh Kumar

Regards,
Shuchi


## Worlds Window Group

Shuchi Bansal | Executive Assistant, Chairman's office
Worlds Window Group | E-40/3 Okhla Industrial Area, Phase-II, New Delhi, India M +91 $9999992835 \mid \mathbf{T}+911143122822$ |F +911143122707 | E shuchi@worldswindow.cc | W http://www.wwg.co.in

[^23]| From: | Joleen Robinso |
| :--- | :--- |
| Sent: | 24 July 2010 11:28 |
| To: | Beverley Hardie |
| Subject: | FW: Itinerary |
| Attachments: | image001.jpg |

From: Ashu Chawla [mailto:ashu@sesindia.com]
Sent: 24 July 2010 12:21 PM
To: 'Joleen Robinson'
Subject: FW: Itinerary

From: Shuchi Bansal [mailto:shuchi@worldswindow.cc]
Sent: Saturday, July 24, 2010 11:39 AM
To: ashu@sesindia.com
Cc: piyoosh@worldswindow.cc
Subject: Itinerary
Dear Sir,

Given below is the itinerary of Piyoosh ji and accompanying gentlemen for your information. It would be a great favor if you can please arrange to book for 4 hotel rooms, preferably in the vicinity of Bukhara restaurant.

Date of arrival: $28^{\text {th }}$ of July 2010
Flight no EK 761 of Emirates dropping at O R Tambo International Arpt (JNB), Terminal A at 1050 hours.
Departure has been scheduled for $1^{\text {st }}$ of August through same terminal at 2220 hours.
Visitors:

1. Mr. Piyoosh Goyal
2. Mr. Ved Prakash Agrawal
3. Mr. Vipul Agrawal
4. Mr. Sarvesh Kumar

Regards,
Shuchi

## Worlds Window Group

Shuchi Bansal | Executive Assistant, Chairman's office
Worlds Window Group | E-40/3 Okhla Industrial Area, Phase-II, New Delhi, India
M +91 9999992835 | T +91 1143122822 |F +91 1143122707 |E shuchi@worldswindow.cc | W http://www.wwg.co.in

[^24]| From: | Ashu Chawla [ashu@sesindia.com](mailto:ashu@sesindia.com) |
| :--- | :--- |
| Sent: | 27 July 2010 15:32 |
| To: | 'Joleen Robinson' |
| Cc: | 'Shuchi Bansal' |
| Subject: | FW: Itinerary |
| Attachments: | image002.jpg |
|  |  |
| Importance: | High |

Joleen,
Please help Shuchi and give your details to her.
Thanks
Ashu

From: Shuchi Bansal [mailto:shuchi@worldswindow.cc]
Sent: Tuesday, July 27, 2010 4:28 PM
To: ashu@sesindia.com
Subject: FW: Itinerary
Importance: High

Dear Sir,
I didn't get a revert from Joleen and in absence of her further contact details, I am sorry to trouble you once more. If you can please arrange for her contact details such that I may make sure that she has effected necessary changes in the hotel bookings, I shall be extremely thankful.

Sincere regards, Shuchi

From: Shuchi Bansal [mailto:Shuchi@worldswindow.cc]
Sent: Tuesday, July 27, 2010 4:07 PM
To: 'Joleen.Robinson@sahara.co.za'
Subject: FW: Itinerary
Importance: High
Hi Joleen,

Greetings from India!!

Owing to some last minute changes, the itinerary has beenshuffled a bit. These gentlemen would be departing from India tomorrow evening andshall be reaching South Africa day after tomorrow. Please hold on the hotelbookings till I get you the confirmed itinerary. Sorry for the inconveniencecaused.

Profuse thanks,
Shuchi

PS: Shall be thankful in case you can drop your contactnumber vide a return e-mail.

From: Ashu Chawla [mailto:ashu@sesindia.com]
Sent: Saturday, July 24, 2010 3:51 PM
To: 'Shuchi Bansal'
Cc: piyoosh@worldswindow.cc; 'Joleen Robinson'
Subject: RE: Itinerary
Importance: High
Joleen,

Please do the same as mention below.
Thanks
Ashu

From: Shuchi Bansal [mailto:shuchi@worldswindow.cc]
Sent: Saturday, July 24, 2010 11:39 AM
To: ashu@sesindia.com
Cc: piyoosh@worldswindow.cc
Subject: Itinerary
Dear Sir,

Given below is the itinerary of Piyoosh ji and accompanyinggentlemen for your information. It would be a great favor if you can pleasearrange to book for 4 hotel rooms, preferably in the vicinity of Bukhararestaurant.

Date of arrival: $28^{\text {th }}$ of July 2010
Flight no EK 761 of Emirates dropping at O R Tambo InternationalArpt (JNB), Terminal A at 1050 hours.
Departure has been scheduled for $1^{\text {st }}$ of Augustthrough same terminal at 2220 hours.

Visitors:

1. Mr. Piyoosh Goyal
2. Mr. Ved Prakash Agrawal
3. Mr. Vipul Agrawal
4. Mr. Sarvesh Kumar

Regards,
Shuchi

## Worlds Window Group

Shuchi Bansal | Executive Assistant, Chairman's office
Worlds Window Group | E-40/3 Okhla Industrial Area, Phase-II, New Delhi, India
M +91 9999992835 | T +91 1143122822 |F +91 1143122707 |E shuchi@worldswindow.cc | W http://www.wwg.co.in

[^25]| From: | Joleen Robinso |
| :--- | :--- |
| Sent: | 28 July 2010 13:57 |
| To: | Beverley Hardie |
| Subject: | FW: Itinerary |
| Attachments: | image003.jpg; image001.jpg |

## fyi

From: Shuchi Bansal [mailto:shuchi@worldswindow.cc]
Sent: 28 July 2010 02:54 PM
To: 'Joleen Robinson'
Cc: ashu@sesindia.com
Subject: RE: Itinerary
Joleen,

The program has been deferred again but the travel plan is not precisely known as of now. Shall update you as soon as we freeze it here.

Regards,
Shuchi

From: Shuchi Bansal [mailto:Shuchi@worldswindow.cc]
Sent: Tuesday, July 27, 2010 8:17 PM
To: 'Joleen Robinson'
Cc: 'ashu@sesindia.com'
Subject: RE: Itinerary
Thanks Joleen. I shall send you the final details tomorrow morning once the schedule crystallize at our end. I don't want to bother you with repeated shuffling and hence please bear with me till tomorrow morning.

Regards,
Shuchi

From: Joleen Robinson [mailto:joleenr@sahara.co.za]
Sent: Tuesday, July 27, 2010 8:12 PM
To: 'Shuchi Bansal'
Cc: ashu@sesindia.com
Subject: RE: Itinerary
Hi Suchi

Sorry for the no reply, I was out of the office.
The booking has been changed, but we need to know the final details please.

## Regards

Joleen Roux
Tel: 0115421029 Direct Line


89 Gazelle Ave. Corporate Park South, Old Pretoria Main Road, Midrand Johannesburg, South Africa Tel: +27115421000 Fax 2 Email: Main: $086733 \mathbf{3 3 3 3}$ Sales: 0867333030 Accounts: $086733 \mathbf{3 3 0 0}$ Warranties: $086733 \mathbf{3 0 0 0}$

From: Ashu Chawla [mailto:ashu@sesindia.com]
Sent: 27 July 2010 04:32 PM
To: 'Joleen Robinson'
Cc: 'Shuchi Bansal'
Subject: FW: Itinerary
Importance: High
Joleen,

Please help Shuchi and give your details to her.
Thanks
Ashu

From: Shuchi Bansal [mailto:shuchi@worldswindow.cc]
Sent: Tuesday, July 27, 2010 4:28 PM
To: ashu@sesindia.com
Subject: FW: Itinerary
Importance: High
Dear Sir,

I didn't get a revert from Joleen and in absence of her further contact details, I am sorry to trouble you once more. If you can please arrange for her contact details such that I may make sure that she has effected necessary changes in the hotel bookings, I shall be extremely thankful.

Sincere regards,
Shuchi

From: Shuchi Bansal [mailto:Shuchi@worldswindow.cc]
Sent: Tuesday, July 27, 2010 4:07 PM
To: 'Joleen.Robinson@sahara.co.za'
Subject: FW: Itinerary
Importance: High
Hi Joleen,
Greetings from India!!
Owing to some last minute changes, the itinerary has been shuffled a bit. These gentlemen would be departing from India tomorrow evening and shall be reaching South Africa day after tomorrow. Please hold on the hotel bookings till I get you the confirmed itinerary. Sorry for the inconvenience caused.

Profuse thanks,
Shuchi

PS: Shall be thankful in case you can drop your contact number vide a return e-mail.

From: Ashu Chawla [mailto:ashu@sesindia.com]
Sent: Saturday, July 24, 2010 3:51 PM
To: 'Shuchi Bansal'
Cc: piyoosh@worldswindow.cc; 'Joleen Robinson'
Subject: RE: Itinerary
Importance: High
Joleen,
Please do the same as mention below.

Thanks
Ashu

From: Shuchi Bansal [mailto:shuchi@worldswindow.cc]
Sent: Saturday, July 24, 2010 11:39 AM
To: ashu@sesindia.com
Cc: piyoosh@worldswindow.cc
Subject: Itinerary
Dear Sir,
Given below is the itinerary of Piyoosh ji and accompanying gentlemen for your information. It would be a great favor if you can please arrange to book for 4 hotel rooms, preferably in the vicinity of Bukhara restaurant.

Date of arrival: $28^{\text {th }}$ of July 2010
Flight no EK 761 of Emirates dropping at O R Tambo International Arpt (JNB), Terminal A at 1050 hours.
Departure has been scheduled for $1^{\text {st }}$ of August through same terminal at 2220 hours.
Visitors:

1. Mr. Piyoosh Goyal
2. Mr. Ved Prakash Agrawal
3. Mr. Vipul Agrawal
4. Mr. Sarvesh Kumar

Regards, Shuchi

## Worlds Window Group

## Shuchi Bansal | Executive Assistant, Chairman's office

Worlds Window Group | E-40/3 Okhla Industrial Area, Phase-II, New Delhi, India
M +91 9999992835 | T +91 1143122822 |F +91 1143122707 |E shuchi@worldswindow.cc | W http://www.wwg.co.in

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| From: | Joleen Robinso |
| :--- | :--- |
| Sent: | 29 July 2010 14:00 |
| To: | Shuchi Bansal |
| Cc: | Ashu (SES) |
| Subject: | RE: Itinerary |
| Attachments: | image002.jpg; image001.jpg |

## Hi Shuchi

Do you perhaps have the final Itinerary.

Regards
Joleen

From: Shuchi Bansal [mailto:shuchi@worldswindow.cc]
Sent: 28 July 2010 02:54 PM
To: 'Joleen Robinson'
Cc: ashu@sesindia.com
Subject: RE: Itinerary
Joleen,

The program has been deferred again but the travel plan is not precisely known as of now. Shall update you as soon as we freeze it here.

Regards,
Shuchi

From: Shuchi Bansal [mailto:Shuchi@worldswindow.cc]
Sent: Tuesday, July 27, 2010 8:17 PM
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Cc: 'ashu@sesindia.com'
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Cc: ashu@sesindia.com
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Regards
Joleen Roux
Tel: 0115421029 Direct Line


89 Gazelle Ave. Corporate Park South, Old Pretoria Main Road, Midrand Johannesburg, South Africa Tel: +27115421000 Fax 2 Email: Main: 0867333333 Sales: 0867333030 Accounts: 0867333300 Warranties: 0867333000

From: Ashu Chawla [mailto:ashu@sesindia.com]
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Importance: High
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Ashu

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Subject: RE: Itinerary
Importance: High

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Thanks
Ashu

From: Shuchi Bansal [mailto:shuchi@worldswindow.cc]
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To: ashu@sesindia.com
Cc: piyoosh@worldswindow.cc
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Departure has been scheduled for $1^{\text {st }}$ of August through same terminal at 2220 hours.

Visitors:

1. Mr. Piyoosh Goyal
2. Mr. Ved Prakash Agrawal
3. Mr. Vipul Agrawal
4. Mr. Sarvesh Kumar

Regards,
Shuchi

## Worlds Window Group

Shuchi Bansal | Executive Assistant, Chairman's office<br>Worlds Window Group | E-40/3 Okhla Industrial Area, Phase-II, New Delhi, India<br>M +91 9999992835 | T +91 1143122822 |F +91 1143122707 |E shuchi@worldswindow.cc | W http://www.wwg.co.in

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| From: | Joleen Rou |
| :--- | :--- |
| Sent: | 08 November 2010 10:33 |
| To: | Stephenie Venter |
| Subject: | FW: Itinerary of Mr Piyoosh Goyal |
| Attachments: | image001.jpg |

Hi

Please arrange for BIDAIR to meet and greet Mr Piyoosh Goyal
EK 761 9NOV DXBJNB 04401050.
Mr Ashu's driver will be collecting the guest with the 750 BMW

Regards
Joleen Roux
Tel: 0115421029


89 Gazelle Ave. Corporate Park South, Old Pretoria Main Road, Midrand Johannesburg, South Africa Tel: +27115421000 Fax 2 Email: Main: 0867333333 Sales: 0867333030 Accounts: 0867333300 Warranties: 0867333000

```
From:
    Stephenie Venter <StephenieV@sahara.co.za>
    08 November 2010 10:54
    Joleen Roux
    RE: Itinerary of Mr Piyoosh Goyal
    image001.jpg
```

Do you have arrival time?
Kind Regards

Stephenie Venter | PA Admin
Tel: 011-542-1178


89 Gazelle Ave. Corporate Park South, Old Pretoria Main Road, Midrand Johannesburg, South Africa Tel: +27115421000 Fax 2 Email: Main: 0867333333 Sales: 0867333030 Accounts: 0867333300 Warranties: 0867333000

From: Joleen Roux [mailto:joleenr@sahara.co.za]
Sent: Monday, November 08, 2010 12:33 PM
To: Stephenie Venter
Subject: FW: Itinerary of Mr Piyoosh Goyal

Hi

Please arrange for BIDAIR to meet and greet Mr Piyoosh Goyal
EK 761 9NOV DXBJNB 04401050.
Mr Ashu's driver will be collecting the guest with the 750 BMW

Regards
Joleen Roux
Tel: 0115421029


[^26]- PLEASE NOTE -

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Private Bag X180, Halfway House, 1685, South Africa

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Sahara Holdings (PTY) Ltd


| From: | Stephenie Venter [StephenieV@sahara.co.za](mailto:StephenieV@sahara.co.za) |
| :--- | :--- |
| Sent: | 08 November 2010 11:01 |
| To: | VIP OPS; Bidair (vip@bidair.co.za) |
| Cc: | Joleen Roux; Ashu; Priyashini Ramsamy; Evan Tak; Adminops |
| Subject: | Bidair Meet \& Greet. Mr. |
| Attachments: | image001.jpg |

Dear BidAir,

Please confirm details as well as meet \& greet person and cell \#


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Private Bag X180, Halfway House, 1685, South Africa

| From: | Stephenie Venter [StephenieV@sahara.co.za](mailto:StephenieV@sahara.co.za) |
| :--- | :--- |
| Sent: | 08 November 2010 11:14 |
| To: | Joleen Roux; Evan Tak; Ashu; Priyashini Ramsamy |
| Subject: | FW: |
| Attachments: | Meet and Greet confirmationGOYAL 1.pdf |

## Dear Stephenie <br> Handling hereby confirmed

Gys

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| From: | Ashu Chawla [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 04 January 2011 08:43 |
| To: | Joleen Roux |
| Subject: | 8 jan Dinner.xlsx |
| Attachments: | 8janDinn.dat |



| From: | Joleen Rou |
| :--- | :--- |
| Sent: | 04 January 2011 08:45 |
| To: | Beverley Hardie |
| Subject: | FW: 8 jan Dinner.xlsx |
| Attachments: | 8janDinn.dat |

## -----Original Message-----

From: Ashu Chawla [mailto:ashu@sahara.co.za]
Sent: 04 January 2011 10:43 AM
To: 'Joleen Roux'
Subject: 8 jan Dinner.xlsx

| From: | Beverley Hardie [beverleyh@sahara.co.za](mailto:beverleyh@sahara.co.za) |
| :--- | :--- |
| Sent: | 04 January 2011 08:49 |
| To: | Joleen Roux |
| Subject: | TNA Dinner Table Allocation |
| Attachments: | TNA Dinner Table Allocation.xlsx; image001.jpg |

Thanks and kind regards

Beverley Hardie | Administration Assistant
Tel: (011)542 1150 | Fax: (011)542 1100


89 Gazelle Avenue, Corporate Park, Old Pretoria Main Road, Midrand, Johannesburg, South Africa Tel:2711542 1000 Fax 2 Email: Main: 0867333333 Sales: 0867333030 Accounts: 0867333300 Warranties: 0867333000

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Private Bag X180, Halfway House, 1685, South Africa

8 Jan 2011 The New Age Dinner Table Allocation


| No. | Table 5 |  |
| :---: | :---: | :---: |
| 1 | RESERVED FOR MR ZUMA |  |
| 2 | RESERVED FOR MR ZUMA |  |
| 3 | RESERVED FOR MR ZUMA |  |
| 4 | RESERVED FOR MR ZUMA |  |
| 5 | RESERVED FOR MR ZUMA |  |
| 6 | RESERVED FOR MR ZUMA |  |
| 7 | RESERVED FOR MR ZUMA |  |
| 8 | RESERVED FOR MR ZUMA |  |
| 9 | RESERVED FOR MR ZUMA |  |
| 10 | RESERVED FOR MR ZUMA |  |
|  | Table 6 (Piyoosh Table) |  |
| 1 |  | Piyoosh Goyal |
| 2 |  | Maan |
| 3 | Deputy President | Kglame Mothlante |
| 4 | Ex DG Labour |  |
| 5 | DDG DMR |  |
| 6 | Correctional Services | Mike |
| 7 | Advisor to Min PE | Siyabonga |
| 8 | DG Public Enterprise |  |
| 9 | DG Transport |  |
| 10 | DG Foreign Affairs |  |
|  | Table 7 |  |
| 1 | Minister of Correctional Services | NN Mapisa Nqakula |
| 2 | Minister of Labour | M Oliphant |
| 3 | Minister Agriculture | T Joemat Petterson |
| 4 | Minister of Police | N Mthetwa |
| 5 | Commisioner of Police | Bheki Cele |
| 6 | Minister of Home Affairs | Nkosana Dlamini Zuma |
| 7 | Minister of foreign Affairs | Maite Nkoana-Mashabane |
| 8 | Minister of Trade \& Industry | Rob Davies |
| 9 | Premier of Free State | Ace Magashule |
| 10 | Premier of Limpopo | Cassel Mathale |
|  | Table 8 |  |
| 1 | Family | Mrs Angoori Gupta |
| 2 | Family | Mrs Shivani gupta |
| 3 | Family | Mrs Chetali Gupta |
| 4 | Family | Mrs Arti Gupta |
| 5 | Family | Mrs Howa |
| 6 | Family | Mrs Jeffreys |
| 7 | Family |  |
| 8 | Family |  |
| 9 | Family |  |
| 10 | Family |  |
| No. | Table 9 (Children) |  |
| 1 | Varun |  |
| 2 | Nikhil |  |


| 3 | Kamal |  | 1 |
| :---: | :---: | :---: | :---: |
| 4 | Srikant |  | 1 |
| 5 | Surya |  | 1 |
| 6 | Sash |  | 1 |
| 7 | Aman |  | 1 |
| 8 | Shubhangi |  | 1 |
| 9 |  |  | 1 |
| 10 |  |  | 1 |
|  | Table 10 |  |  |
| 1 | AB Moosa |  | 10 |
| 2 | AB Moosa |  | 10 |
| 3 | AB Moosa |  | 10 |
| 4 | AB Moosa |  | 10 |
| 5 | AB Moosa |  | 10 |
| 6 | AB Moosa |  | 10 |
| 7 | AB Moosa |  | 10 |
| 8 | AB Moosa |  | 10 |
| 9 | AB Moosa |  | 10 |
| 10 | AB Moosa |  | 10 |
|  | Table 11 |  |  |
| 1 | Management |  |  |
| 2 | Management |  |  |
| 3 | Management |  |  |
| 4 | Management |  |  |
| 5 | Management |  |  |
| 6 | Management |  |  |
| 7 | Management |  |  |
| 8 | Management |  |  |
| 9 | Management |  |  |
| 10 | Management |  |  |
|  | Table 12 (DBN Friends) |  |  |
| 1 | Chairmain SNG | Shanta Naidoo | 18 |
| 2 | Commissioner KZN | Bala Naidoo | 18 |
| 3 | Deputy Mayor |  | 18 |
| 4 | CEO Zee tv | Vishwa Mohan | 18 |
| 5 | CEO Zee tv |  | 18 |
| 6 | CEO Supersport | Imtiaz Patel | 18 |
| 7 | CEO Supersport | Mrs Fatima Patel | 18 |
| 8 |  | Iqbal Meer Sharma | 18 |
| 9 |  |  | 18 |
| 10 |  |  | 18 |
|  | Table 13 |  |  |
| 1 | Team |  | 11 |
| 2 | Team |  | 11 |
| 3 | Team |  | 11 |
| 4 | Team |  | 11 |
| 5 | Team |  | 11 |


| 6 | Team |  | 11 |
| :---: | :---: | :---: | :---: |
| 7 | Team |  | 11 |
| 8 | Team |  | 11 |
| 9 | Team |  | 11 |
| 10 | Team |  | 11 |
|  | Table 14 |  |  |
| 1 | Team |  | 12 |
| 2 | Team |  | 12 |
| 3 | Team |  | 12 |
| 4 | Team |  | 12 |
| 5 | Team |  | 12 |
| 6 | Team |  | 12 |
| 7 | Team |  | 12 |
| 8 | Team |  | 12 |
| 9 | Team |  | 12 |
| 10 | Team |  | 12 |
|  | Table 15 |  |  |
| 1 | Team |  | 13 |
| 2 | Team |  | 13 |
| 3 | Team |  | 13 |
| 4 | Team |  | 13 |
| 5 | Team |  | 13 |
| 6 | Team |  | 13 |
| 7 | Team |  | 13 |
| 8 | Team |  | 13 |
| 9 | Team |  | 13 |
| 10 | Team |  | 13 |
|  | Table 16 |  |  |
| 1 | Team |  | 14 |
| 2 | Team |  | 14 |
| 3 | Team |  | 14 |
| 4 | Team |  | 14 |
| 5 | Team |  | 14 |
| 6 | Team | - ${ }^{\text {a }}$ | 14 |
| 7 | Team | 明 | 14 |
| 8 | Team | - | 14 |
| 9 | Team |  | 14 |
| 10 | Team |  | 14 |
|  | Table 17 |  |  |
| 1 | Team |  | 15 |
| 2 | Team |  | 15 |
| 3 | Team |  | 15 |
| 4 | Team |  | 15 |
| 5 | Team |  | 15 |
| 6 | Team |  | 15 |
| 7 | Team |  | 15 |
| 8 | Team |  | 15 |



| From: | leena [ea@worldswindow.cc](mailto:ea@worldswindow.cc) |
| :--- | :--- |
| Sent: | 15 March $201105: 10$ |
| To: | Joleen Roux |
| Cc: | Ashu |
| Subject: | Mr Piyoosh Goyal's Itinerary |

Greetings from India!
Dear Joleen,
FYKI.

Mr Piyoosh Goyal is reaching Johannesburg by EK 761 at 1050AM on March 16.
Thanks \& Regards Lina Banik


| From: | Joleen Roux |
| :--- | :--- |
| Sent: | 15 March $201108: 27$ |
| To: | 'leena' |
| Cc: | Sandeep Dubey; Ashu |
| Subject: | RE: Mr Piyoosh Goyal's Itinerary |
| Attachments: | image001.jpg |

Hi Leena

The driver will be there tomorrow.
Werner 0766008839

Regards
Joleen Roux
Tel: 0115421029


89 Gazelle Avenue, Corporate Park, Old Pretoria Main Road, Midrand, Johannesburg, South Africa Tel:+27 115421000 Fax 2 Email: Main: 0867333333 Sales: 0867333030 Accounts: 0867333300 Warranties: 0867333000

From: leena [mailto:ea@worldswindow.cc]
Sent: 15 March 2011 07:10 AM
To: Joleen Roux
Cc: Ashu
Subject: Mr Piyoosh Goyal's Itinerary
Greetings from India!
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Thanks \& Regards
Lina Banik

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 07 June 2011 15:24 |
| To: | gmclifftop@clifftoplodge.com |
| Subject: | FW: Reservation Request |
| Attachments: | image001.jpg |

From: Beverley Hardie
Sent: Tuesday, June 07, 2011 4:16 PM
To: res@extraordinary.co.za
Cc: Ashu; gmclifftop@clifftoplodge.com
Subject: Reservation Request

Dear Stacy
Please can you reserve the Honeymoon suite for Sahara.
Check in 11/06/2011. Check out 12/06/2011.
Guest Name: Piyoosh Goyal + wife + child.
Please ensure extra bed in the room for the child.
Special Dietary Requirement: Vegetarian

Please bill in full to Sahara.
Guests will be arriving by helicopter.
Thanks and kind regards
Beverley Hardie | Guest Relations | Admin Assistant


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Fax 2 Email: Main: 0867333333 Sales: 0867333030 Accounts: 0867333300 Warranties: 0867333000

[^27]| From: | leena [ea@worldswindow.cc](mailto:ea@worldswindow.cc) |
| :--- | :--- |
| Sent: | 15 March 2011 17:34 |
| To: | Joleen Roux |
| Subject: | RE: Mr Piyoosh Goyal's Itinerary |
| Attachments: | image001.jpg |

Thank you so much.

From: Joleen Roux [mailto:JoleenR@sahara.co.za]
Sent: Tuesday, March 15, 2011 1:57 PM
To: leena
Cc: Ashu; Sandeep Dubey
Subject: RE: Mr Piyoosh Goyal's Itinerary

Hi Leena

The driver will be there tomorrow.
Werner 0766008839
Regards
Joleen Roux
Tel: 0115421029


89 Gazelle Avenue, Corporate Park, Old Pretoria Main Road, Midrand, Johannesburg, South Africa Tel:+27 115421000 Fax 2 Email: Main: 0867333333 Sales: 0867333030 Accounts: 0867333300 Warranties: 0867333000

From: leena [mailto:ea@worldswindow.cc]
Sent: 15 March 2011 07:10 AM
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Cc: Ashu
Subject: Mr Piyoosh Goyal's Itinerary
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Lina Banik

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Private Bag X180, Halfway House, 1685, South Africa


${ }^{2}$








## "AA" p 11


"BB" p 1
Transactions appearing in hawala ledger referred to elsewhere in \#Guptaleaks

| Date | To | From | Amount | Email Filename and Description |
| :---: | :---: | :---: | :---: | :---: |
| 25/03/2011 | Westdawn | Everest | R15 000000 | Keerthan from Everest Metals FZE (Dubai) emails Rajiv Dabas (Worlds Window) confirmation of payment for the R15m transfer. This is forwarded to Ronica Ragavan. <br> Filename: 2011-03-25 11_54_06_Ashu_ _ashu@sahara.co.za__FW_Fw_ |
| 30/11/2011 | Arctos | Tegeta | R10m | Ronica Ragavan emails Ashu Chawla asking that he organise the transfer of R10 million from Arctos to Tegeta with reference 'Tegeta exploration.' Ashu Chawla forwarded the instruction to Rajiv Dabas of Worldswindow. <br> Filename: 2011-11-30 12_06_37_Ashu_ _ashu@sahara.co.za_FW_ actros to trf to tegeta |
| 01/12/2011 | Arctos | Tegeta <br> Resources | R9 900000 | Ashu Chawla sends screenshot of Tegeta Resources bank statement to Ravindra Nath and Ankur Sharma of Tegeta. The screenshot shows that Arctos had |

"BB" p 2
$\left.\begin{array}{|l|l|l|l|l|}\hline & & & & \begin{array}{l}\text { transferred R9 900 000 to Tegeta on 01/12/2011 and } \\ \text { this amount was immediately transferred out to } \\ \text { Oakbay Investments. }\end{array} \\ \hline \text { 01/12/2011 } & \text { Arctos } & \text { Tegeta } & \text { R24 } 000000 & \begin{array}{l}\text { Filename: 2011-12-01 12_36_09_Ashu_ } \\ \text { ashu@sahara.co.za__bank statement }\end{array} \\ \text { Ashu Chawla sends screenshot of Tegeta Resources } \\ \text { bank statement to Ravindra Nath and Ankur Sharma } \\ \text { of Tegeta. The screenshot shows that Arctos had } \\ \text { transferred R24 000 000 to Tegeta on 01/12/2011, of } \\ \text { which R20 000 000 was immediately transferred out } \\ \text { to Oakbay Investments. }\end{array}\right\}$
"BB" p 3

|  |  |  |  | _ashu@sahara.co.za__FW_Fwd_Payment <br> confirmation 5202 |
| :--- | :--- | :--- | :--- | :--- |
| $05 / 12 / 2011$ | Arctos | Idwala Coal | R10 000000 | Askhay Bavin of Arctos forwards confirmation of <br> payment to Rajiv Dabas, who then forwards it to <br> Ashu Chawla who then forwards it to Ugeshni <br> Naidoo. The payment confirmation is a screenshot <br> showing that the R10m was transferred into Bank of <br> Baroda's 'pool' account with reference Idwala Coal. |
|  |  |  |  |  |
| Arctos |  |  |  | Idwala Coal <br> Filename: 2011-12-05 07_51_44_Ashu__ <br> ashu@sahara.co.za__FW_Fwd_Standardbank |
| Pay Alert |  |  |  |  |

## "BB" p 4

|  |  |  |  | $\qquad$ |
| :---: | :---: | :---: | :---: | :---: |
| 21/12/2012 | Oakbay | Arctos | $\text { R31 } 000000$ | Ugeshni Naidoo writes to Ashu Chawla with subject line 'ABSA BIS - PLS APP' requesting approval to make transfer. Ashu Chawla responds affirmatively saying 'done'. <br> Filename: 2011-12-21 06_14_37__Ashu_ _ashu@sahara.co.za__RE_ABSA BIS - PLS APP |
| 02/07/2012 | Tegeta | Arctos | $\text { R4 } 150000$ | Ugeshni Naidoo writes to Ashu Chawla with subject line 'ABSA BIS - PLS APP'on the $29^{\text {th }}$ of June 2012 requesting approval to make transfer. Ashu Chawla responds affirmatively saying 'done' on the same day. <br> Filename: 2012-06-29 13_41_48_Ashu_ _ashu@sahara.co.za__RE_ABSA BIS - PLS APP |
| 14/07/2012 | Arctos | Tegeta Exploration | $\text { R900 } 000$ | On 13/07/2012 Rajiv Dabas emails payment confirmation (attached PDF) to Ashu Chawla, who then sends it to Ugeshni Naidoo. |

"BB" p 5

|  |  |  |  | Filename: 2012-07-14 09_35_54__Ashu_ _ashu@sahara.co.za__FW_payment proof |
| :---: | :---: | :---: | :---: | :---: |
| 17/10/2012 | Tegeta | Arctos | $\text { R2 } 000000$ | Ugeshni Naidoo writes to Ashu Chawla asking for approval of payment as part of batch payments using Absa internet banking. <br> 2012-10-17 11_47_07__Ugeshni Naidu_ _UgeshniN@sahara.co.za__absa bis - pls app |
| 18/10/2012 | Tegeta | Arctos | R2 000000 | Ugeshni Naidoo writes to Ashu Chawla asking for approval of payment as part of batch payments using Absa internet banking. <br> Filename: 2012-10-18 10_11_46__Ugeshni Naidu_ _UgeshniN@sahara.co.za__absa bis - pls app |
| 24/10/2012 | Tegeta | Arctos | R2 000000 | Ugeshni Naidoo writes to Ashu Chawla asking for approval of payment as part of batch payments using Absa internet banking. 2012-10-24 13_53_24__Ugeshni Naidu_ _UgeshniN@sahara.co.za__ASBA BIS - PLS APP |
| 09/11/2012 | Tegeta | Arctos | R3 000000 | Ugeshni Naidoo writes to Ashu Chawla asking for |

"BB" p 6

|  |  |  | , | approval of payment as part of batch payments using Absa internet banking. <br> 2012-11-09 08_59_12__Ugeshni Naidu_ _UgeshniN@sahara.co.za__ABSA BIS - PLS APP |
| :---: | :---: | :---: | :---: | :---: |
| 03/01/2013 | Tegeta | Arctos | R1 000000 | Ugeshni Naidoo writes to Ashu Chawla asking for approval of payment as part of batch payments using Absa internet banking. <br> 2013-01-10 08_49_35__Ugeshni Naidu_ _UgeshniN@sahara.co.za__absa bis - pls app |
| 03/01/2013 | Tegeta | Arctos | $\text { R4 } 000000$ | Ugeshni Naidoo writes to Ashu Chawla asking for approval of payment as part of batch payments using Absa internet banking. <br> 2013-01-21 11_57_02__Ugeshni Naidu_ _UgeshniN@sahara.co.za_ABSA BIS - PLS APP |
|  |  |  |  |  |


| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 28 March 2011 16:28 |
| To: | Ugeshni Naidu |
| Subject: | RE: Transfer of funds for Bank charges |

Ok u can go ahead

## From: Ravindra Nath

Sent: Monday, March 28, 2011 5:16 PM
To: Ugeshni Naidu
Cc: Tony Gupta
Subject: Transfer of funds for Bank charges
Hello Ugeshni,
Please transfer R50,000 in the account of Everest Global Metals (Pty) Limited to meet the bank charges. This has been approved by Mr. Tony.
Regards,
R. Nath

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Private Bag X180, Halfway House, 1685, South Africa

Page 1 of 3


| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 28 April 2011 14:03 |
| To: | Ronica Ragavan |
| Subject: | FW: BANK DETAILS - EVEREST |

From: Nagendra Suresh Kumar [mailto:nagendra@everestmetals.net]
Sent: Thursday, April 28, 2011 2:57 PM
To: 'Satyajeet Pandey'
Cc: Ashu
Subject: RE: BANK DETAILS - EVEREST
BANK: FIRST NATIONAL BANK
NAME: EVEREST GLOBAL METALS PTY LTD
A/C TYPE: BUSINESS CHEQUE ACCOUNT
A/C NO: 62181216104
BRANCH CODE: 220526

With Regards
Nagendra Suresh Kumar
Everest Global Metals (Pty) Ltd.
Durban, Republic of South Africa
Metal Recycling - That's what we do the best!
Phone: +27 312019404 | Fax: +27 312011858
Mobile: +27 823808882
"Chance is a bird that waits for the arrival of the catcher"

Online Banking
Page 1 of 1


To whom it may concern
This is confirmation of a payment made via the Online Banking System.

| Payment From | Everest Global Metals |
| :---: | :---: |
| Amount | 27616.44 |
| Date Actioned | 2011-04-28 16:55:40.894 |
| Recipient Name | BANK OF BARODA |
| Branch Number | 145405 |
| ccount Number | 1454095326 |
| pient Reference | EVEREST GLOBAL |
| Trace Id | VODS S NS WB |
| Signature | tO2■oWpb4M |

Electronic Banking Solutions
Building 7 Fedsure on Grayston Office Park Corner Linden and Peter Road Sandown ext 6 Sandton 2196 South Africa Private Bag X9980 Sandton 2146 South Africa
South Africa Call Center 0861100141 Namibia (264) 612992187 / 2143 Botswana (267) 3642600 Swaziland (268) 5184637 Lesotho (266) 22222200

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please contact the sender and delete the material from your computer. First National Bank is liable neither for the proper, complete transmission of the information contained in this communication, nor for any delay in its receipt, nor for the assurance that it is virus-free.

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 28 April 2011 16:14 |
| To: | Ronica Ragavan |
| Subject: | Fw: |
| Attachments: | BOB RSA.pdf |



| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 28 April 2011 16:14 |
| To: | satyajeet.pandey@gmail.com |
| Subject: | RE: Fw: |

Thanks

From: satyajeet.pandey@gmail.com [mailto:satyajeet.pandey@gmail.com]
Sent: Thursday, April 28, 2011 5:09 PM
To: Ashu
Subject: Fw:
Dear Ashu bhaiya
Pls find the payment advice as attachment
Regards
Satyajeet pandey
Sent via my BlackBerry from Vodacom - let your email find you!

From: "Padumane Keerthan" [keerthan@everestmetals.ae](mailto:keerthan@everestmetals.ae)
Date: Thu, 28 Apr 2011 18:57:39 +0400
To: [satyajeet.pandey@gmail.com](mailto:satyajeet.pandey@gmail.com)
Cc: [rajiv.dabas@worldswindow.cc](mailto:rajiv.dabas@worldswindow.cc); 'Amit'[amit.kalra@worldswindow.cc](mailto:amit.kalra@worldswindow.cc); [pooja@worldswindow.cc](mailto:pooja@worldswindow.cc) Subject:

Dear Mr. Pandey
Please find attached Payment advice

Regazds

Padumana Kearthan

## Everest Metals FZE

(ISO 9001:2008,14001:2004\&OHSAS 18001:2007 Certified)
Metal Recycling - That's what we do the best!
Phone: +971 65261999 | Fax: +971 65261900
Mobile: +971 503803575

[^28]| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 03 May 2011 10:47 |
| To: | satyajeet.pandey@gmail.com |
| Subject: | FW: invoice from everest |

## Dear Mr Ashu

Please get the invoice from Everest for the following

## INVOICE TO:

ESTINA PTY LTD
11 ALICE LANE
SANDTON
VAT NUMBER: 4650257167
Project Scoping and Advisory fee - PROJECT NSINGA
Amount R : 110000 + vat R15 $400=$ R125400

Kindly send me a copy of the invoice once done with your bank details inorder for us to make payment.

Online Banking
Page 1 of 1


## To whom it may concern

This is confirmation of a payment made via the Online Banking System.


Building 7 Fedsure on Grayston Office Park Corner Linden and Peter Road Sandown ext 6 Sandton 2196 South Africa Private Bag X9980 Sandton 2146 South Africa
South Africa Call Center 0861100141 Namibia (264) 612992187 / 2143 Botswana (267) 3642600 Swaziland (268) 5184637 Lesotho (266) 22222200

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| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 16 May 2011 12:31 |
| To: | Ugeshni Naidu |
| Subject: | EVEREST- BANK OF BARODA INTEREST PAYMENT |
| Attachments: | BOB.pdf |



| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 12 July 2011 11:04 |
| To: | Ronica (JIC) |
| Subject: | Fw: EVEREST |
| Attachments: | Doc1.docx |

Sent via my BlackBerry from Vodacom - let your email find you!

From: Ugeshni Naidu [UgeshniN@sahara.co.za](mailto:UgeshniN@sahara.co.za)
Date: Tue, 12 Jul 2011 11:21:16 +0200
To: Ashu[ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Subject: EVEREST

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89 Gazelle Avenue, Corporate Park, Midrand, South Africa
Private Bag X180, Halfway House, 1685, South Africa

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 12 July 2011 15:23 |
| To: | pooja@worldswindow.cc |
| Cc: | piyoosh@worldswindow.cc |
| Subject: | FW: Fw: |
| Attachments: | Java Printing.pdf |

## Dear Pooja,

Here is the POP for Everest Please pay to Bank of Baroda from Everest tomorrow for R118,930.78
Please send me POP tomorrow,
Thanks

Online Banking
Page 1 of 1


## To whom it may concern

This is confirmation of a payment made via the Online Banking System.


Building 7 Fedsure on Grayston Office Park Corner Linden and Peter Road Sandown ext 6 Sandton 2196 South Africa Private Bag X9980 Sandton 2146 South Africa
South Africa Call Center 0861100141 Namibia (264) 612992187 / 2143 Botswana (267) 3642600 Swaziland (268) 5184637 Lesotho (266) 22222200

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| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 13 July 2011 07:26 |
| To: | Ronica (JIC); Ronica Ragavan |
| Subject: | FW: Fw:Interest Payment |
| Attachments: | BOB RSA.PDF |



Everest Global Metals (Pty) Ltd
P.O. Box 50287, 203 Vause Road

Musgrave, Durban-4001, RSA.
Tel: +27 (031) 201-9404
Fax : +27(031) 201-1858
Reg No.: 2007/035478/07


| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 19 July 2011 10:02 |
| To: | Ronica (JIC) |
| Subject: | Fw: Invoice |
| Attachments: | INV2.jpg |

Sent via my BlackBerry from Vodacom - let your email find you!

From: Pooja < pooja@worldswindow.cc>
Date: Tue, 19 Jul 2011 10:01:08 +0200
To: Ashu[ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Subject: FW: Invoice
Dear Sir,

Please find attached the invoice against payment received.
Thanks \& regards,
Pooja Puri Siddique
011-43122825; 09560333894

From: Nagendra Suersh Kumar [mailto:nagendra@everestmetals.ae]
Sent: Tuesday, July 19, 2011 1:23 PM
To: 'Pooja'
Cc: 'BHASKAR MITTAL'; 'Padumane Keerthan'; ranbir@everestmetals.ae
Subject: RE: Invoice
Dear Pooja,
Pls find the attached invoice as requested.

With Regards
Nagendra Suresh Kumar
Everest Global Metals (Pty) Ltd.
Durban, Republic of South Africa
Metal Recycling - That's what we do the best!

Phone: +27 312019404 | Fax: +27 312011858
Mobile: +27823808882
Email : nagendra@everestmetals.net
nagendra@everestmetals.ae
"If A is success in life, then A equals xplus y plus z. Work is $x ; y$ is play; and z is keeping your mouth shut. "

From: Pooja [mailto:pooja@worldswindow.cc]
Sent: 18 July 2011 08:45 AM
To: 'Nagendra Suersh Kumar'
Cc: 'BHASKAR MITTAL'; 'Padumane Keerthan'; ranbir@everestmetals.ae
Subject: RE: Invoice

Dear Mr Nagendra,

Please arrange to send an invoice on similar line of R120,000 to Westdawn Investments Pty Ltd.

Thanks \& regards,
Pooja Puri Siddique
011-43122825 ; 09560333894

From: BHASKAR MITTAL [mailto:mittal@everestmetals.net]
Sent: Tuesday, June 14, 2011 5:01 PM
To: pooja@worldswindow.cc
Subject: FW: Invoice

Bhaskar Mittal

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From: BHASKAR MITTAL [mailto:mittal@everestmetals.net]
Sent: Tuesday, June 14, 2011 2:25 PM
To: 'pooja@everestmetals.ae'
Cc: 'ranbir@everestmetals.ae'; 'ashwini@everestmetals.ae'; 'Padumane Keerthan'
Subject: Invoice

Bhaskar Mittal


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From: Nagendra Suersh Kumar [mailto:nagendra@everestmetals.ae]<br>Sent: Tuesday, June 14, 2011 1:57 PM<br>To: 'BHASKAR MITTAL'<br>Subject: RE:

FYI

With Regards
Nagendra Suresh Kumar
Everest Global Metals (Pty) Ltd.
Durban, Republic of South Africa
Metal Recycling - That's what we do the best!

Phone: +27 312019404 | Fax: +27 312011858
Mobile: +27823808882
Email : nagendra@everestmetals.net
nagendra@everestmetals.ae
"Chance is a bird that waits for the arrival of the catcher"

From: BHASKAR MITTAL [mailto:mittal@everestmetals.net]
Sent: 14 June 2011 11:47 AM
To: 'Nagendra Suersh Kumar'
Subject:
Dear Nagen
Pl arrange to make a similar invoice for ZAR 122,652.14 and mail urgently.
(

Thanks
Bhaskar Mittal

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| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 05 August 2011 13:50 |
| To: | pooja@worldswindow.cc |
| Cc: | Shuchi Bansal |
| Subject: | RE: Invoice |

Thanks

From: pooja@worldswindow.cc [mailto:pooja@worldswindow.cc]
Sent: Friday, August 05, 2011 2:38 PM
To: Ashu
Cc: Shuchi Bansal
Subject: Fw: Invoice
Dear Sir,
Amount paid to BOB , payment advise attached for your reference.
Regards
Pooja
Sent from BlackBerry ${ }^{\circledR}$ on Airtel

From: "Padumane Keerthan" [keerthan@everestmetals.net](mailto:keerthan@everestmetals.net)
Date: Fri, 5 Aug 2011 16:22:24+0400
To: 'Pooja'[pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
Cc: [mittal@everestmetals.ae](mailto:mittal@everestmetals.ae)
Subject: RE: Invoice
Dear Pooja
Please find attached payment advice


## Padumane Keerthan

## Everest Metals FZE

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(D) +971503803575

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padumanekeerthan@gmail.com
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## "CC" p 19

From: mittal@everestmetals.ae [mailto:mittal@everestmetals.ae]
Sent: 05 August 2011 16:04
To: Keertan
Subject: Fw: Invoice

Empower your Business with BlackBerry® and Mobile Solutions from Etisalat

From: pooja@,worldswindow.cc
Date: Fri, 5 Aug 2011 10:46:13 +0000
To: 'Bhaskar Mittal'[mittal@everestmetals.ae](mailto:mittal@everestmetals.ae)
ReplyTo: pooja@worldswindow.cc
Subject: Fw: Invoice
Dear mittal ji
Pls pay
Rgds
Pooja
Sent from BlackBerry ${ }^{\circledR}$ on Airtel

From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Date: Thu, 4 Aug 2011 14:47:06 + 0200
To: pooja@worldswindow.cc[pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
Subject: RE: Invoice
ZAR 122,653.27
From: pooja@worldswindow.cc [mailto:pooja@worldswindow.cc]
Sent: Thursday, August 04, 2011 1:02 PM
To: Ashu
Cc: Shuchi Bansal
Subject: Re: Invoice
Dear Sir,
Will do the needful, request you to pls confirm the amount that needs to be paid to BOB.
Regards
Pooja
Sent from BlackBerry ${ }^{\circledR}$ on Airtel

From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Date: Thu, 4 Aug 2011 12:56:00 +0200
To: Pooja[pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
Cc: 'Shuchi Bansal'<shuchi @,worldswindow.cc>
Subject: RE: Invoice

## "CC" p 20

## Dear Pooja,

The payment has made for R130000 into your account Can you please pay to BOB where we paid last time and send me POP.

Thanks
Ashu


#### Abstract

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Sahara Holdings (PTY) Ltd 89 Gazelle Avenue, Corporate Park, Midrand, South Africa Private Bag X180, Halfway House, 1685, South Africa


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Sahara Holdings (PTY) Ltd
89 Gazelle Avenue, Corporate Park, Midrand, South Africa
Private Bag X180, Halfway House, 1685, South Africa


| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 07 September 2011 12:49 |
| To: | Pooja |
| Subject: | RE: Invoice |

Dear Pooja,
Any news on the payment?

Thanks
Ashu

From: Pooja [mailto:pooja@worldswindow.cc]
Sent: Tuesday, July 19, 2011 10:01 AM
To: Ashu
Subject: FW: Invoice
Dear Sir,
Please find attached the invoice against payment received.
Thanks \& regards,
Pooja Puri Siddique
011-43122825 ; 09560333894

From: Nagendra Suersh Kumar [mailto:nagendra@everestmetals.ae]
Sent: Tuesday, July 19, 2011 1:23 PM
To: 'Pooja'
Cc: 'BHASKAR MITTAL'; 'Padumane Keerthan'; ranbir@everestmetals.ae
Subject: RE: Invoice
Dear Pooja,
Pls find the attached invoice as requested.

With Regards

## Nagendra Suresh Kumar

Everest Global Metals (Pty) Ltd.
Durban, Republic of South Africa
Metal Recycling - That's what we do the best!
Phone: +27 312019404 | Fax: +27 312011858
Mobile: +27 823808882
Email : nagendra@everestmetals.net
nagendra@everestmetals.ae
"If $\mathcal{A}$ is success in life, then $\mathcal{A}$ equals $x p l u s$ y plus $z$. Work is $x$ : $y$ is play; and z is keeping your mouth shut."

From: Pooja [mailto:pooja@worldswindow.cc]
Sent: 18 July 2011 08:45 AM

To: 'Nagendra Suersh Kumar'<br>Cc: 'BHASKAR MITTAL'; 'Padumane Keerthan'; ranbir@everestmetals.ae<br>Subject: RE: Invoice

Dear Mr Nagendra,

Please arrange to send an invoice on similar line of R120,000 to Westdawn Investments Pty Ltd.
Thanks \& regards,
Pooja Puri Siddique
011-43122825; 09560333894

From: BHASKAR MITTAL [mailto:mittal@everestmetals.net]
Sent: Tuesday, June 14, 2011 5:01 PM
To: pooja@worldswindow.cc
Subject: FW: Invoice

Bhaskar Mittal

## Everest Metals FZE

(ISO 9001:2008,14001:2004\&OHSAS 18001:2007 Certified)
Metal Recycling - That's what we do the best!
Mobile: +971 503803590

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From: BHASKAR MITTAL [mailto:mittal@everestmetals.net]
Sent: Tuesday, June 14, 2011 2:25 PM
To: 'pooja@everestmetals.ae'
Cc: 'ranbir@everestmetals.ae'; 'ashwini@everestmetals.ae'; 'Padumane Keerthan'
Subject: Invoice


Bhaskar Mittal

## Everest Metals FZE

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Mobile: +971 503803590

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From: Nagendra Suersh Kumar [mailto:nagendra@everestmetals.ae]
Sent: Tuesday, June 14, 2011 1:57 PM
To: 'BHASKAR MITTAL'
Subject: RE:
FYI

With Regards
Nagendra Suresh Kumar
Everest Global Metals (Pty) Ltd.
Durban, Republic of South Africa
Metal Recycling - That's what we do the best!
Phone: +27 312019404 | Fax: +27 312011858
Mobile: +27823808882
Email : nagendra@everestmetals.net
nagendra@everestmetals.ae
"Chance is a bird that waits for the arrival of the catcher"

From: BHASKAR MITTAL [mailto:mittal@everestmetals.net]
Sent: 14 June 2011 11:47 AM
To: 'Nagendra Suersh Kumar' Subject:

Dear Nagen


Pl arrange to make a similar invoice for ZAR 122,652.14 and mail urgently.

Thanks

Bhaskar Mittal

## Everest Metals FZE

(ISO 9001:2008,14001:2004\&OHSAS 18001:2007 Certified)
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Mobile: +97150 3803590

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Online Banking
Page 1 of 1


## To whom it may concern

This is confirmation of a payment made via the Online Banking System.


Building 7 Fedsure on Grayston Office Park Corner Linden and Peter Road Sandown ext 6 Sandton 2196 South Africa Private Bag X9980 Sandton 2146 South Africa
South Africa Call Center 0861100141 Namibia (264) $612992187 / 2143$ Botswana (267) 3642600 Swaziland (268) 5184637 Lesotho (266) 22222200

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please contact the sender and delete the material from your computer. First National Bank is liable neither for the proper, complete transmission of the information contained in this communication, nor for any delay in its receipt, nor for the assurance that it is virus-free.

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 07 September 2011 13:58 |
| To: | Ugeshni Naidu |
| Subject: | FW: Invoice |
| Attachments: | BOB RSA.pdf |



| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 07 September 2011 14:05 |
| To: | Pooja |
| Subject: | RE: Invoice |

Thanks

From: Pooja [mailto:pooja@worldswindow.cc]
Sent: Wednesday, September 07, 2011 1:54 PM
To: Ashu
Subject: RE: Invoice
Dear Sir,
Regret the delay in sending payment advise, same has been paid today morning.
Please find attached the payment advise of the same.

Also please note payment from West dawn has not been received till now.

Thanks \& regards,
Pooja Puri Siddique
011-43122825; 09560333894

From: Ashu [mailto:ashu@sahara.co.za]
Sent: Wednesday, September 07, 2011 5:19 PM

## To: Pooja

Subject: RE: Invoice
Dear Pooja,
Any news on the payment?
Thanks
Ashu

From: Pooja [mailto:pooja@worldswindow.cc]
Sent: Tuesday, July 19, 2011 10:01 AM
To: Ashu
Subject: FW: Invoice
Dear Sir,

Please find attached the invoice against payment received.
Thanks \& regards,
Pooja Puri Siddique
011-43122825; 09560333894

From: Nagendra Suersh Kumar [mailto:nagendra@everestmetals.ae]
Sent: Tuesday, July 19, 2011 1:23 PM
To: 'Pooja'

Cc: 'BHASKAR MITTAL'; 'Padumane Keerthan'; ranbir@everestmetals.ae Subject: RE: Invoice

Dear Pooja,
Pls find the attached invoice as requested.

## With Regards

## Nagendra Suresh Kumar

Everest Global Metals (Pty) Ltd.
Durban, Republic of South Africa
Metal Recycling - That's what we do the best!
Phone: +27 312019404 | Fax: +27 312011858
Mobile: +27 823808882
Email : nagendra@everestmetals.net
nagendra@everestmetals.ae
"If $\mathcal{A}$ is success in life, then $\mathcal{A}$ equals xplus yplus $z$. Work is $x ; y$ is play; and $z$ is keeping your mouth shut."

From: Pooja [mailto:pooja@worldswindow.cc]
Sent: 18 July 2011 08:45 AM
To: 'Nagendra Suersh Kumar'
Cc: 'BHASKAR MITTAL'; 'Padumane Keerthan'; ranbir@everestmetals.ae
Subject: RE: Invoice
Dear Mr Nagendra,
Please arrange to send an invoice on similar line of R120,000 to Westdawn Investments Pty Ltd.
Thanks \& regards,
Pooja Puri Siddique
011-43122825 ; 09560333894

From: BHASKAR MITTAL [mailto:mittal@everestmetals.net]
Sent: Tuesday, June 14, 2011 5:01 PM
To: pooja@worldswindow.cc
Subject: FW: Invoice


Bhaskar Mittal

## Everest Metals FZE

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Mobile: +97150380 3590

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```
From: BHASKAR MITTAL [mailto:mittal@everestmetals.net]
Sent: Tuesday, June 14, 2011 2:25 PM
To: 'pooja@everestmetals.ae'
Cc: 'ranbir@everestmetals.ae'; 'ashwini@everestmetals.ae'; 'Padumane Keerthan'
Subject: Invoice
```


## Bhaskar Mittal

## Everest Metals FZE

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From: Nagendra Suersh Kumar [mailto:nagendra@everestmetals.ae]
Sent: Tuesday, June 14, 2011 1:57 PM
To: 'BHASKAR MITTAL'
Subject: RE:
FYI

With Regards

Nagendra Suresh Kumar
Everest Global Metals (Pty) Ltd.
Durban, Republic of South Africa
Metal Recycling - That's what we do the best!

Phone: +27 312019404 | Fax: +27 312011858
Mobile: +27 823808882
Email : nagendra@everestmetals.net
nagendra@everestmetals.ae
"Chance is a bird that waits for the arrival of the catcher"

From: BHASKAR MITTAL [mailto:mittal@everestmetals.net]
Sent: 14 June 2011 11:47 AM
To: 'Nagendra Suersh Kumar'
Subject:
Dear Nagen
Pl arrange to make a similar invoice for ZAR 122,652.14 and mail urgently.

## Thanks

## Bhaskar Mittal

## Everest Metals FZE

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Mobile: +971 503803590

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| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 06 October 2011 12:25 |
| To: | pooja@worldswindow.cc |
| Subject: | RE: FW: Everest Sept 2011.doc |

Thanks and please confirm if you have received R120000

From: pooja@worldswindow.cc [mailto:pooja@worldswindow.cc]
Sent: Thursday, October 06, 2011 1:25 PM
To: Ashu
Subject: Fw: FW: Everest Sept 2011.doc
Dear sir,
Pls find attached herewith POP for interest.

Rgds
Pooja
Sent from BlackBerry ${ }^{\circledR}$ on Airtel

From: "Padumane" < Keerthan@everestmetals.ae>
Date: Thu, 6 Oct 2011 15:14:54 +0400
To: 'Pooja Puri'[pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
Subject: RE: FW: Everest Sept 2011.doc

Received
2011-10-06
WESTDAWN INVESTMENTS EFT1110060000499
0.00

120,000.00
Also Please find attached payment advice

Regards

Padumazal Feerrtzan

## Everest Metals FZE

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Metal Recycling - That's what we do the best!
Phone: +9716526 1999 | Fax: +971 65261900
Mobile: +97150 3803575

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From: Pooja Puri [mailto:pooja@worldswindow.cc]
Sent: Thursday, October 06, 2011 9:40 AM
To: Padumane Keerthan
Cc: Bhaskar Mittal
Subject: Fwd: FW: Everest Sept 2011.doc
Dear Keerthan,
Request you to pay Interest of R 118537.28 to BOB.
Thanks
Pooja
$\qquad$ Forwarded message
From: Ashu <ashu@,sahara.co.za>
Date: Thu, Oct 6, 2011 at 11:01 AM
Subject: FW: Everest Sept 2011.doc
To: "pooja@worldswindow.cc" [pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
JIC IS PAYING YOU TODAY 120000

## From: Ashu

Sent: Thursday, October 06, 2011 7:30 AM
To: pooja@worldswindow.cc
Subject: Everest Sept 2011.doc

Dear Pooja,

Please transfer R118537.28 to BOB as monthly and send me POP.

Thanks

Ashu


From: Ronica Ragavan
Sent: Thursday, October 06, 2011 7:28 AM
To: Ashu
Subject: Everest Sept 2011.doc

Please ask Everest to pay BOB interest of ZAR 118537.28
And let me know once done

## Thanks

R

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Private Bag X180, Halfway House, 1685, South Africa

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 06 October 2011 12:25 |
| To: | Ronica (JIC); Ronica Ragavan; Ugeshni Naidu |
| Subject: | FW: FW: Everest Sept 2011.doc |
| Attachments: | BOB RSA.pdf |



To whom it may concern
This is confirmation of a payment made via the Online Banking System.


Building 7 Fedsure on Grayston Office Park Corner Linden and Peter Road Sandown ext 6 Sandton 2196 South Africa Private Bag X9980 Sandton 2146 South Africa
South Africa Call Center 0861100141 Namibia (264) 612992187 / 2143 Botswana (267) 3642600 Swaziland (268) 5184637 Lesotho (266) 22222200

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Registration No. 1929/001225/06

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 02 November 2011 14:34 |
| To: | Ugeshni Naidu |
| Subject: | RE: |
| Attachments: | BOB RSA.PDF; image001.jpg |

From: Ugeshni Naidu
Sent: Wednesday, November 02, 2011 8:00 AM
To: Ashu
Subject:
JHB:05:10-11/153

$$
01.11 .2011
$$

The Directors
Everest Global Metals (Pty) Ltd.,
189, Vause Road,
Musgrave, Durban - 4001
Dear Sir,

## Re: Interest for the month of October 2011

We give below the details of interest charged on the following accounts for the month of October 2011

| $\mathbf{1}$ | Name of the Account | Everest Global Metals (Pty)Ltd., |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for the month of October 2011 | ZAR 122,476.74 |
|  |  |  |

We request you to remit the amount ZAR $122,476.74$ at the earliest through our account with Nedbank as per details given below:

| Account number | $\mathbf{1 4 5 4 0 9 5 3 2 6}$ |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,
(Ramesh Salian)
Senior Manager

## Regards

Ugeshni /Accounts
Tel: 0115421036 Fax: 0867330479


89 Gazelle Avenue, Corporate Park, Old Pretoria Main Road, Midrand, Johannesburg, South Africa Tel: +27115421000 Fax 2 Email: Main: 0867333333 Sales: 0867333030 Accounts: 0867333300 Warranties: 0867333000

[^29]

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 04 November 2011 13:31 |
| To: | Ronica Ragavan |
| Subject: | FW: |
| Attachments: | BOB RSA.PDF |

outh Africa


| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 30 November 2011 11:10 |
| To: | rajiv.dabas@worldswindow.cc |
| Subject: | Document1 |
| Attachments: | Document1.docx |



| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 30 November 2011 11:25 |
| To: | Ashu |
| Subject: | Document1 |
| Attachments: | Document1.docx |



| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 13 March 2012 10:18 |
| To: | pooja@worldswindow.cc |
| Subject: | FW: |
| Attachments: | Everest February 2012.doc; Arctos February 2012.doc; |
|  | KMBT35020120312151714.pdf |
|  |  |
| Importance: | High |

Dear Pooja Ji,
Is it done?
Thanks

From: Ashu
Sent: Monday, March 12, 2012 4:27 PM
To: pooja@worldswindow.cc
Subject: FW:
Importance: High
Dear Pooja Ji,

Please make this payment Westdawn will remit you tomorrow.
There is also attached one additional invoice please pay that also.

Thanks
Ashu

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 15 March 2012 08:07 |
| To: | Pooja |
| Subject: | RE: A W JAFFER \& CO payment advice |
| Attachments: | image001.gif; image002.gif |

POP for bank of baroda?

From: Pooja [mailto:pooja@worldswindow.cc]
Sent: Thursday, March 15, 2012 10:06 AM
To: Ashu
Subject: FW: A W JAFFER \& CO payment advice
Dear Sir,
Please find below POP for invoice payment

Thanks \& regards,
Pooja Puri Siddique
011-43122825; 09560333894

From: Padumane [mailto:Keerthan@everestmetals.ae]
Sent: Thursday, March 15, 2012 12:36 PM
To: 'Pooja'
Cc: 'Bhaskar Mittal'
Subject: A W JAFFER \& CO payment advice

To whom it may concern
This is confirmation of a payment made via the Online Banking System.

| Payment From | Everest Global Metals |
| ---: | :--- |
| Amount | 10050.00 |
| Date Actioned | $2012-03-15$ 09:04:49.874 |
| Recipient Name | A W JAFFER \& CO |
| Recipient Branch Number | 250545 |
| Recipient Bank Account Number | 51070041996 |
| Recipient Reference | INV REF 32341DJ |
|  |  |
| Trace Id | VODSMXJYX32B |
| Signature | ly6A3HABdF |

Electronic Banking Solutions<br>Building 7 Fedsure on Grayston Office Park Corner Linden and Peter Road Sandown ext 6 Sandton 2196 South Africa Private Bag X9980 Sandton 2146 South Africa<br>South Africa Call Center 0861100141 Namibia (264) 612992187 / 2143 Botswana (267) 3642600 Swaziland (268) 5184637 Lesotho (266) 22222200

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Regards

## Padrumana Kaerthan

## Everest Metals FZE

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Phone: +9716526 1999 | Fax: +971 65261900
Mobile: +971 503803575

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From: Pooja [mailto:pooja@worldswindow.cc]
Sent: Wednesday, March 14, 2012 6:43 PM
To: 'Padumane'
Subject: FW: Everest.doc
Dear Keerthan,


Pls find below banking details for invoice payment.
Thanks \& regards,
Pooja Puri Siddique
011-43122825 ; 09560333894

From: Ashu [mailto:ashu@sahara.co.za]
Sent: Wednesday, March 14, 2012 5:09 PM
To: pooja@worldswindow.cc
Subject: FW: Everest.doc

Here is the bank details requested.
Jaffer's Bank details:
A W JAFFER \& CO BUSINESS ACCOUNT

## First National Bank Ltd

## Account number 51070041996

## Branch code 250545

## Reference:

Please confirm if the BOB payment has done?

Thanks

## Ashu

From: Ashu
Sent: Monday, January 09, 2012 10:39 AM
To: 'Pooja'
Subject: RE: Everest.doc
Dear Pooja Ji,
Is this below payment done<

Thanks
Ashu

From: Pooja [mailto:pooja@worldswindow.cc]
Sent: Friday, January 06, 2012 11:00 AM
To: Ashu
Subject: RE: Everest.doc

Dear Sir,

Concerned person is not available at the moment, shall try to arrange POP by today evening or maximum by tomorrow morning.

Thanks \& regards,
Pooja Puri Siddique
011-43122825; 09560333894

From: Ashu [mailto:ashu@sahara.co.za]
Sent: Friday, January 06, 2012 1:48 PM
To: pooja@worldswindow.cc
Subject: FW: Everest.doc
Dear Pooja Ji,
Please transfer this payment today you will get 125 K from Westdawn today and please send me POP.

Thanks

## "CC" p 44

## Ashu

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Private Bag X180, Halfway House, 1685, South Africa

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| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 15 March 2012 08:09 |
| To: | Ugeshni Naidu |
| Subject: | FW: A W JAFFER \& CO payment advice |
| Attachments: | image001.gif |

Top of Form

## To whom it may concern

This is confirmation of a payment made via the Online Banking System.


Building 7 Fedsure on Grayston Office Park Corner Linden and Peter Road Sandown ext 6 Sandton 2196 South Africa Private Bag X9980 Sandton 2146 South Africa
South Africa Call Center 0861100141 Namibia (264) $612992187 / 2143$ Botswana (267) 3642600 Swaziland (268) 5184637 Lesotho (266) 22222200

[^30]Registration No. 1929/001225/06
Bottom of Form
OK

$$
\text { "CC" p } 46
$$

A W SAFER - ATTORNEY
PO BOX 784 PRETORIA 0001

## Invoice

TEL: (012) 327-1200
FAX: (012) 327-1189
e-mail: jaffer@mweb.co.za

| Gust Vat Reg. | Company VAT Reg. | Tax Date | Invoice No. |
| :---: | :---: | :---: | :---: |
|  |  | $2011 / 06 / 28$ | 32341 DJ |


| Invoice To |
| :--- |
| EVEREST GLOBAL METALS (TY) LTD |
| PO BOX 5287 |
| MUSGRAVE |
| 4502 |
|  |



The Director
Arcos Trading
Dear Sir,
Re : Interest for the month of February 2012
We give below the details of interest due for February 2012

| $\mathbf{1}$ | Name of the Account | Arcos Trading |
| :--- | :--- | :--- |
| 2 | Type of facility | Term Loan |
| 3 | Interest on 06/250 | Us\$ 161536.29 |
|  | Installment | US\$ 2.58 Mn. |
| 4 | Total amount due | US\$ 2,741,536.29 |

We request you to remit the amount at the earliest through our account with Nedbank as per details given below:

| Account number | 1454095326 |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,
(Ramesh Salian)

The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,
Re: Interest for the month of February 2012
We give below the details of interest charged on the following accounts for the month of February 2012.

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd., |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for month of February 2011 | ZAR 114,278.71 |
|  |  |  |

We request you to remit the amount ZAR 114,278.71 at the earliest through our account with Nedbank as per details given below:

| Account number | $\mathbf{1 4 5 4 0 9 5 3 2 6}$ |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,
(Ramesh Salian)
Senior Manager

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 15 March 2012 08:17 |
| To: | Ugeshni Naidu |
| Subject: | FW: Payment advice of Bank of Baroda -POP |
| Attachments: | image001.gif; image002.gif |

## From

## To whom it may concern

This is confirmation of a payment made via the Online Banking System.


Trace Id VODS4P47G32B
Signature mkOIMN+qee

Building 7 Fedsure on Grayston Office Park Corner Linden and Peter Road Sandown ext 6 Sandton 2196 South Africa Private Bag X9980 Sandton 2146 South Africa
South Africa Call Center 0861100141 Namibia (264) 612992187 / 2143 Botswana (267) 3642600 Swaziland (268) 5184637 Lesotho (266) 22222200

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Registration No. 1929/001225/06
Bottom of Form

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 10 April 2012 11:36 |
| To: | pooja@worldswindow.cc |
| Subject: | Interest / Instalment Letter- March 2012 |
| Attachments: | Everest March 2012.doc |
|  |  |
| Importance: | High |

Dear Pooja Ji,
Can you please pay this invoice as we are transferring from JIC to your account.
Thanks
Ashu

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 11 April 2012 05:56 |
| To: | Ugeshni Naidu |
| Subject: | FW: Interest / Instalment Letter- March 2012 - BOB PAyment Advice |

From: pooja@worldswindow.cc [mailto:pooja@worldswindow.cc]
Sent: Wednesday, April 11, 2012 6:45 AM
To: Ashu
Subject: Fw: Interest / Instalment Letter- March 2012 - BOB PAyment Advice
Dear sir,
Please find below POP.
Regards
Pooja
Sent from BlackBerry ${ }^{\circledR}$ on Airtel
From: "Padumane" < Keerthan@everestmetals.ae>
Date: Tue, 10 Apr 2012 16:17:32 +0400
To: <pooja@,worldswindow.cc>
Cc: 'Bhaskar Mittal'[mittal@everestmetals.ae](mailto:mittal@everestmetals.ae)
Subject: RE: Interest / Instalment Letter- March 2012 - BOB PAyment Advice

Dear Pooja
Payment transferred
BANK OF BARODA - APR 10 2012-04-10 Pay \& Clear Now 118,398.10 Fully Processed

Regayds

Padumazal Feerrtban

## Everest Metals FZE

(ISO 9001:2008,14001:2004\&OHSAS 18001:2007 Certified)
Metal Recycling - That's what we do the best!
Phone: +9716526 1999 | Fax: +971 65261900
Mobile: +97150 3803575

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From: pooja@worldswindow.cc [mailto:pooja@worldswindow.cc]
Sent: Tuesday, April 10, 2012 3:42 PM
To: Padumane
Cc: Bhaska mittal
Subject: Fw: Interest / Instalment Letter- March 2012
Importance: High

## Fyi

Sent from BlackBerry ${ }^{\circledR}$ on Airtel
From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Date: Tue, 10 Apr 2012 10:35:53 +0000
To: pooja@worldswindow.cc[pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
Subject: Interest / Instalment Letter- March 2012
Dear Pooja Ji,
Can you please pay this invoice as we are transferring from JIC to your account.
Thanks
Ashu

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| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 08 December 2011 08:17 |
| To: | pooja@worldswindow.cc |
| Subject: | RE: Transfer to BOB |

Thanks Mam If possible please send me POP
From: pooja@worldswindow.cc [mailto:pooja@worldswindow.cc]
Sent: Thursday, December 08, 2011 10:08 AM
To: Ashu
Subject: Fw: Transfer to BOB
Dear sir,
Payment made to BOB.
Rgds
Pooja
Sent from BlackBerry ${ }^{\circledR}$ on Airtel
From: "Padumane" < Keerthan@everestmetals.ae>
Date: Thu, 8 Dec 2011 11:58:05 +0400
To: 'Pooja'[pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
Cc: 'Bhaskar Ji'[mittal@everestmetals.ae](mailto:mittal@everestmetals.ae)
Subject: RE: Transfer to BOB

Dear Pooja
Payment received from JIC Z 120K and transferred to BOB as per below
BANK OF BARODA - DEC $8 \quad$ 2011-12-08 $\quad$ Express Clearing ( Paytoday) $\quad 118,416.56$ Fully Processed

Regazds

Padumana Reeert

## Everest Metals FZE

(ISO 9001:2008,14001:2004\&OHSAS 18001:2007 Certified)
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Phone: +971 65261999 | Fax: +971 65261900
Mobile: +97150 3803575

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From: Pooja [mailto:pooja@worldswindow.cc]
Sent: Thursday, December 08, 2011 10:50 AM
To: 'Padumane'
Cc: 'Bhaskar Mittal'
Subject: FW: Transfer to BOB
Hi Keerthan,
FYI and na pls.

Thanks \& regards,
Pooja Puri Siddique
011-43122825; 09560333894

From: Ashu [mailto:ashu@sahara.co.za]
Sent: Thursday, December 08, 2011 12:20 PM

## To: Pooja

Subject: Transfer to BOB
Dear Pooja Ji,
Can you please get transfer for ZAR $118,416.56$ to $B O B$ as monthly interest and send me POP ASAP.
Same time I am getting transfer the amount from JIC.

## Thanks <br> <br> Ashu

 <br> <br> Ashu}South Africa


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Private Bag X180, Halfway House, 1685, South Africa

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 06 January 2012 08:18 |
| To: | pooja@worldswindow.cc |
| Subject: | FW: Everest.doc |
| Attachments: | Everest.doc |

Dear Pooja Ji,
Please transfer this payment today you will get 125 K from Westdawn today and please send me POP.
Thanks
Ashu


The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of March 2012

We give below the details of interest charged on the following accounts for the month of March 2012.

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for month of March 2011 | ZAR 118 398.10 |
| 6 | Balance outstanding | ZAR $16118 \mathbf{3 9 8 . 1 0}$ |

We request you to remit the amount ZAR 118398.10 at the earliest through our account with Nedbank as per details given below:

| Account number | $\mathbf{1 4 5 4 0 9 5 3 2 6}$ |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,
(Ramesh Salian)
Senior Manager

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 06 February 2012 07:52 |
| To: | pooja@worldswindow.cc |
| Subject: | Interest / Instalment demand letter |
| Attachments: | Everest January 2012.doc |
|  |  |
| Importance: | High |

Dear Pooja Ji,
Can you please transfer this amount to Bank Of Baroda and send me the POP you will get this amount into your account by EOD.

Thanks
Ashu

## Standard Bank of South Africa

The Standard Bank of South Africa Limited Registered Bank Reg. No. $1962 / 0.0073$. 196


## Standard Bank of South Africa

The Standard Bank of South Africa Limited Registered Bank Reg. No. $1962 / 0.0073$. 196


The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of April 2012

We give below the details of interest charged on the following accounts for the month of April 2012.

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for month of April 2011 | ZAR 122,287.47 |
| 6 | Balance outstanding | ZAR 16,122,287.47 Dr |

We request you to remit the amount ZAR 122287.47 at the earliest through our account with Nedbank as per details given below:

| Account number | $\mathbf{1 4 5 4 0 9 5 3 2 6}$ |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,
(Ramesh Salian)
Senior Manager

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 13 May 2012 15:46 |
| To: | pooja@worldswindow.cc |
| Subject: | RE: Proof of Payment - Everest Global |
| Attachments: | image001.jpg; image002.jpg; image003.jpg |

Dear Pooja Ji,

Please confirm below.

Thanks
Ashu

From: Ashu
Sent: Friday, May 11, 2012 5:03 PM
To: pooja@worldswindow.cc
Subject: FW: Proof of Payment - Everest Global

Dear Pooja Ji,
Here is the POP for the payment.
Can you please send me the POP for the BOB intrest.
Thanks
Ashu

From: Ronicag@jic.co.za [mailto:Ronicag@jic.co.za]
Sent: Friday, May 11, 2012 5:00 PM
To: Ashu
Subject: FW: Proof of Payment - Everest Global
For interest payment to BOB everest

Regards

## Ronica Ragavan

Special Projects Director

Head Office:
JIC House, 106 A 16th Street, Midrand,
1685
P.O Box 1501, Halfway House, 1685

Tel: +27 115649400
Fax: +27113153789
Website: www.jic.co.za
Email: ronicag@jic.co.za


From: Suresh Tuteja
Sent: 11 May 2012 04:56 PM

To: Ronica Ragavan; 'Ronica Ragavan' (ronica@sahara.co.za)
Subject: Proof of Payment - Everest Global
Mam
Please find attached proof of payment made to Everest Global
Thanks

Regards
Suresh Tuteja


From: Canon
Sent: 11 May 2012 07:04 PM
To: Suresh Tuteja
Subject: Attached Image


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```
From:
Ashu <ashu@sahara.co.za>
Sent:
14 May 2012 07:17
To:
Pooja Puri
RE: Proof of Payment - Everest Global
0925_001.pdf; Everest April 2012.doc; image001.jpg; image002.jpg; image003.jpg
```

Please confirm the receipt for the same
From: Pooja Puri [mailto:pooja@worldswindow.cc]
Sent: Monday, May 14, 2012 7:35 AM
To: Ashu
Subject: Re: Proof of Payment - Everest Global
Dear Sir,
POP not atatched, also the amount payable/demand letter not attached.
Request you to please send the same, we shall make the payment and confirm immediately
regards
pooja
On Sun, May 13, 2012 at 8:16 PM, Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) wrote:

Dear Pooja Ji,

Please confirm below.

Thanks

Ashu


From: Ashu
Sent: Friday, May 11, 2012 5:03 PM
To: pooja@worldswindow.cc
Subject: FW: Proof of Payment - Everest Global

Dear Pooja Ji,

Here is the POP for the payment.

Can you please send me the POP for the BOB intrest.

Thanks
Ashu

From: Ronicag@jic.co.za [mailto:Ronicag@jic.co.za]
Sent: Friday, May 11, 2012 5:00 PM
To: Ashu
Subject: FW: Proof of Payment - Everest Global

For interest payment to BOB everest

Regards
Ronica Ragavan
Special Projects Director

Head Office:
JIC House, 106 A 16th Street, Midrand, 1685
P.O Box 1501, Halfway House, 1685

Tel: +27 115649400
Fax: +27113153789
Website: www.jic.co.za


From: Suresh Tuteja
Sent: 11 May 2012 04:56 PM
To: Ronica Ragavan; 'Ronica Ragavan' (ronica@sahara.co.za)
Subject: Proof of Payment - Everest Global

Mam

Please find attached proof of payment made to Everest Global

Thanks

Regards

## Suresh Tuteja



From: Canon
Sent: 11 May 2012 07:04 PM
To: Suresh Tuteja
Subject: Attached Image

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Private Bag X180, Halfway House, 1685, South Africa

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## Standard Bank of South Africa

The Standard Bank of South Africa Limited Registered Bank Reg. No. $1962 / 0.0073$. 196


$$
\text { "CC" p } 68
$$

The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of April 2012

We give below the details of interest charged on the following accounts for the month of April 2012.

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |  |
| :--- | :--- | :--- | :---: |
| 2 | Type of facility | Overdraft 04/7 |  |
| 3 | Limit | ZAR 16.00 Mn. |  |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |  |
| 5 | Interest for month of April 2011 | ZAR 122,287.47 |  |
| 6 | Balance outstanding | ZAR 16,122,287.47 Dr |  |

We request you to remit the amount ZAR 122287.47 at the earliest through our account with Nedbank as per details given below:

| Account number | $\mathbf{1 4 5 4 0 9 5 3 2 6}$ |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,
(Ramesh Salian)
Senior Manager

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 14 May 2012 19:35 |
| To: | Ugeshni Naidu |
| Subject: | Fw: Proof of Payment - Everest Global |
| Attachments: | image001.gif |

Sent via my BlackBerry from Vodacom - let your email find you!
From: [pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
Date: Mon, 14 May 2012 18:28:52 +0000
To: Ashu[ashu@sahara.co.za](mailto:ashu@sahara.co.za)
ReplyTo: [pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
Subject: Fw: Proof of Payment - Everest Global
Sent from BlackBerry® on Airtel
From: "Ranbir SINGH" < ranbir@everestmetals.ae>
Date: Mon, 14 May 2012 22:27:45 +0400
To: Pooja Siddique[pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
ReplyTo: [ranbir@everestmetals.ae](mailto:ranbir@everestmetals.ae)
Cc: Bhaskar MITTAL[mittal@everestmetals.ae](mailto:mittal@everestmetals.ae)
Subject: RE: Proof of Payment - Everest Global

To whom it may concern
This is confirmation of a payment made via the Online Banking System.

| Payment From | Everest Global Metals |
| ---: | :--- |
| Amount | 122287.47 |
| Date Actioned | 2012-05-14 14:05:23.8 |
| Recipient Name | BANK OF BARODA |
| Recipient Branch Number | 145405 |
| Recipient Bank Account Number | 1454095326 |
| Recipient Reference | EVEREST GLOBAL |
|  |  |
| Trace Id | VODSC8L2Y53B |
| Signature | S10pW46Sg2 |

＂CC＂p 70<br>Private Bag X9980 Sandton 2146 South Africa<br>South Africa Call Center 0861100141 Namibia（264） 612992187 ／ 2143 Botswana（267） 3642600 Swaziland（268） 5184637 Lesotho （266） 22222200

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Registration No．1929／001225／06

## Thanks \＆Regards

Ranbir Singh
Everest Metals FZE
（ISO 9001：2008，14001：2004 \＆OHSAS 18001：2007 Certified）
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哑＋97165261999｜县＋97165261900
（2）+97150 646－4730
www．everestmetals．ae
ranbir＠everestmetals．ae
ranbir．everest＠gmail．com
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From：Pooja Puri［mailto：pooja＠worldswindow．cc］
Sent：Monday，May 14， 2012 10：22 AM
To：Ranbir SINGH
Cc：Bhaskar Mittal
Subject：Fwd：Proof of Payment－Everest Global
fyi and na．．
regards
pooja
$\qquad$ Forwarded message
From：Ashu＜ashu＠sahara．co．za＞
Date：Mon，May 14， 2012 at 11：46 AM
Subject：RE：Proof of Payment－Everest Global
To：Pooja Puri＜pooja＠worldswindow．cc＞

Please confirm the receipt for the same

From：Pooja Puri［mailto：pooja＠worldswindow．cc］
Sent：Monday，May 14， 2012 7：35 AM
To：Ashu
Subject：Re：Proof of Payment－Everest Global

POP not atatched, also the amount payable/demand letter not attached.
Request you to please send the same, we shall make the payment and confirm immediately
regards
pooja
On Sun, May 13, 2012 at 8:16 PM, Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) wrote:
Dear Pooja Ji,

Please confirm below.

Thanks

Ashu

From: Ashu
Sent: Friday, May 11, 2012 5:03 PM
To: pooja@worldswindow.cc
Subject: FW: Proof of Payment - Everest Global

Dear Pooja Ji,

Here is the POP for the payment.


Can you please send me the POP for the BOB intrest.

## Thanks

Ashu

From: Ronicag@jic.co.za [mailto:Ronicag@jic.co.za] Sent: Friday, May 11, 2012 5:00 PM
To: Ashu
Subject: FW: Proof of Payment - Everest Global

For interest payment to BOB everest

Regards
Ronica Ragavan
Special Projects Director

Head Office:
JIC House, 106 A 16th Street, Midrand, 1685
P.O Box 1501, Halfway House, 1685

Tel: +27 115649400
Fax: +27 113153789
Website: www.jic.co.za
Email: ronicag@jic.co.za

From: Suresh Tuteja
Sent: 11 May 2012 04:56 PM
To: Ronica Ragavan; 'Ronica Ragavan' (ronica@sahara.co.za)
Subject: Proof of Payment - Everest Global

Mam

Please find attached proof of payment made to Everest Global

Thanks

## Regards <br> Suresh Tuteja

[^33]
## From: Canon

Sent: 11 May 2012 07:04 PM
To: Suresh Tuteja
Subject: Attached Image

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| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 09 June 2012 07:02 |
| To: | Ronica (JIC) |
| Subject: | FW: intrest to BOB |

From: pooja@worldswindow.cc [mailto:pooja@worldswindow.cc]
Sent: Saturday, June 09, 2012 7:54 AM
To: Ashu
Subject: Fw: intrest to BOB
Dear sir,
May please look into it
Regards
Pooja
Sent from BlackBerry ${ }^{\circledR}$ on Airtel
From: "Ranbir SINGH" < ranbir@everestmetals.ae>
Date: Sat, 9 Jun 2012 09:47:58 +0400
To: 'Pooja'[pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
ReplyTo: <ranbir@,everestmetals.ae>
Cc: 'Bhasskar J Mittal'[mittal@everestmetals.net](mailto:mittal@everestmetals.net)
Subject: RE: intrest to BOB
Dear Pooja,
We have not received any funds against the interest to be paid.
Thanks \& Regards
Ranbir Singh
Everest Metals FZE
(ISO 9001:2008, 14001:2004 \& OHSAS 18001:2007 Certified)
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(1) +97150 646-4730
www.everestmetals.ae

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From: Pooja [mailto:pooja@worldswindow.cc]
Sent: Wednesday, June 06, 2012 3:19 PM
To: ranbir@everestmetals.ae

Cc: 'Bhasskar J Mittal'
Subject: FW: intrest to BOB
Fyi and na
Thanks \& regards,
Pooja Puri Siddique
011-43122825; 09560333894

From: Ashu [mailto:ashu@sahara.co.za]
Sent: Wednesday, June 06, 2012 3:18 PM
To: pooja@worldswindow.cc
Subject: intrest to BOB
Pooja Ji,
Can you please confirm if the funds has been transferred and also please transfer R122358.13 to BOB on behalf of Everest interest and send me POP.

Thanks
Ashu

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| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 09 June 2012 07:14 |
| To: | Ugeshni Naidu |
| Subject: | FW: intrest to BOB |

From: pooja@worldswindow.cc [mailto:pooja@worldswindow.cc]
Sent: Saturday, June 09, 2012 7:54 AM
To: Ashu
Subject: Fw: intrest to BOB
Dear sir,
May please look into it
Regards
Pooja
Sent from BlackBerry ${ }^{\circledR}$ on Airtel
From: "Ranbir SINGH" < ranbir@everestmetals.ae>
Date: Sat, 9 Jun 2012 09:47:58 +0400
To: 'Pooja'[pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
ReplyTo: [ranbir@everestmetals.ae](mailto:ranbir@everestmetals.ae)
Cc: 'Bhasskar J Mittal'[mittal@everestmetals.net](mailto:mittal@everestmetals.net)
Subject: RE: intrest to BOB
Dear Pooja,
We have not received any funds against the interest to be paid.
Thanks \& Regards
Ranbir Singh
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www.everestmetals.ae

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From: Pooja [mailto:pooja@worldswindow.cc]
Sent: Wednesday, June 06, 2012 3:19 PM
To: ranbir@everestmetals.ae

Cc: 'Bhasskar J Mittal'
Subject: FW: intrest to BOB
Fyi and na
Thanks \& regards,
Pooja Puri Siddique
011-43122825 ; 09560333894

From: Ashu [mailto:ashu@sahara.co.za]
Sent: Wednesday, June 06, 2012 3:18 PM
To: pooja@worldswindow.cc
Subject: intrest to BOB
Pooja Ji,
Can you please confirm if the funds has been transferred and also please transfer R122358.13 to BOB on behalf of Everest interest and send me POP.

Thanks
Ashu

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South Africa Call Center 0861100141 Namibia (264) 612992187 / 2143 Botswana (267) 3642600 Swaziland (268) 5184637 Lesotho (266) 22222200

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Registration No. 1929/001225/06

| From： | Ashu＜ashu＠sahara．co．za＞ |
| :--- | :--- |
| Sent： | 12 June 2012 14：53 |
| To： | pooja＠worldswindow．cc |
| Subject： | RE：Payment advice of Bank of Baroda |

Thanks

From：pooja＠worldswindow．cc［mailto：pooja＠worldswindow．cc］
Sent：Tuesday，June 12， 2012 2：32 PM
To：Ashu
Subject：Fw：Payment advice of Bank of Baroda
Sent from BlackBerry ${ }^{\circledR}$ on Airtel
From：＂Ranbir SINGH＂＜ranbir＠everestmetals．ae＞
Date：Tue， 12 Jun 2012 16：29：38＋0400
To：＜pooja＠worldswindow．cc＞
ReplyTo：＜ranbir＠everestmetals．ae＞
Cc：Bhaskar MITTAL＜mittal＠everestmetals．ae＞
Subject：RE：Payment advice of Bank of Baroda

## Dear Pooja，

Find attached the POP．

Thanks \＆Regards
Ranbir Singh
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From：pooja＠worldswindow．cc［mailto：pooja＠worldswindow．cc］
Sent：Monday，June 11， 2012 6：36 PM
To：Ranbir SINGH
Subject：Fw：Payment advice of Bank of Baroda
Sent from BlackBerry ${ }^{\circledR}$ on Airtel
From：Ashu＜ashu＠，sahara．co．za＞
Date：Mon， 11 Jun 2012 11：25：57＋0000

To: Pooja<pooja@,worldswindow.cc>
Subject: Payment advice of Bank of Baroda
Dear Pooja Ji,
Here is the POP attached.
Please send me the POP for BOB ASAP.

Thanks
Ashu

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| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 04 July 2012 15:47 |
| To: | Pooja |
| Subject: | PAYMENT TO BOB |
| Attachments: | Proof of Payment - Everest Global (44,5 KB) |

## Pooja Ji,

Here is the POP for Everest which was paid today.
So can you please transfer R118393.85 to BOB account as an intrest.

Thanks
Ashu

| From: | Suresh Tuteja [suresht@jic.co.za](mailto:suresht@jic.co.za) |
| :--- | :--- |
| Sent: | 04 July 2012 10:32 |
| To: | Ashu |
| Cc: | Ronica (JIC) |
| Subject: | Proof of Payment - Everest Global |
| Attachments: | 3713_001.pdf; image001.jpg; image002.jpg; image003.jpg |

Sir
Please find attached proof of payment of R 120 K to Everest Global

Thanks

Regards
Suresh Tuteja


From: JIC MINING SERVICES [mailto:canon@jic.co.za]
Sent: 04 July 2012 01:18 PM
To: Suresh
Subject: Attached Image

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| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 07 July 2012 10:13 |
| To: | Ugeshni Naidu |
| Subject: | Fwd: POP - BOB |
| Attachments: | BOB_July_12.pdf; ATT00001.htm |

Sent from my iPhone
Begin forwarded message:
From: [pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
Date: 07 July 2012 9:30:02 AM SAST
To: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Subject: Fw: POP - BOB
Reply-To: [pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
Dear sir,
Payment has been made, pls find attached the POP
Regards
Pooja
Sent from BlackBerry® on Airtel
From: "Ranbir SINGH" < ranbir@everestmetals.ae>
Date: Sat, 7 Jul 2012 11:18:12 +0400
To: Pooja Siddique<pooja@,worldswindow.cc>
ReplyTo: [ranbir@everestmetals.ae](mailto:ranbir@everestmetals.ae)
Subject: POP - BOB

Find Attached the BOB.

Thanks \& Regards
Ranbir Singh
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| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 09 July 2012 06:32 |
| To: | Ugeshni Naidu |
| Subject: | FW: POP - BOB |
| Attachments: | BOB_July_12.pdf |




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South Africa Call Center 0861100141 Namibia (264) 612992187 / 2143 Botswana (267) 3642600 Swaziland (268) 5184637 Lesotho (266) 22222200

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Registration No. 1929/001225/06

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 02 August 2012 09:18 |
| To: | pooja@worldswindow.cc |
| Subject: | FW: Proof of payment Everest Global |
| Attachments: | 0236_001.pdf |

## Dear Pooja,

Here is the POP for Everest can you please transfer to BOB today and send me POP.
Amount will be ZAR 119,606.28 .

Thanks
Ashu

## Standard Bank of South Africa

The Standard Bank of SouthAfricaLimiled Registered BenkReg. No. 1962/000738/06

## CUSTOMER ALL PAYMENTS FINAL AUDIT REPORT



| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 05 September 2012 14:10 |
| To: | Ronica (JIC) |
| Subject: | FW: Everest August 2012.doc |
| Attachments: | Everest August 2012.doc |

PLEASE PAY AND SEND ME POP

From: Ugeshni Naidu
Sent: Wednesday, September 05, 2012 1:26 PM
To: Ashu
Subject: Everest August 2012.doc

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89 Gazelle Avenue, Corporate Park, Midrand, South Africa
Private Bag X180, Halfway House, 1685, South Africa

The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of August 2012

We give below the details of interest charged on the following accounts for the month of August 2012

| $\mathbf{1}$ | Name of the Account | Everest Global <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Processing fees for August 2012 <br> Interest for August 2012 | ZAR 54 720.00 |
| 6 | Balance outstanding | ZAR 115,246.81 |

We request you to remit the amount ZAR 169966.81 at the earliest through our account with Nedbank as per details given below:

| Account number | 1454095326 |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,
(Ramesh Salian)
CHIEF MANAGER

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 07 September 2012 07:37 |
| To: | pooja@worldswindow.cc |
| Subject: | FW: Proof of Payment Everest |
| Attachments: | Java Printing.pdf; Everest August 2012.doc |
|  |  |
| Importance: | High |

Dear Pooja,
Here is the POP for payment.
Will it be possible to pay today?
Thanks
Ashu

## Standard Bank of South Africa

The Standard Bank of South Africa Limited Registered BankReg. No. 1962/000738/06

| CUSTOMER ALL PAYMENTS FINAL AUDIT REPORT |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  | -Customer No | 200500963 |  |  |
|  | -User ID | JIC02 | User Name | WESTDAWN INVESTMENTS PTY LTD |
|  | $\square$ Sub Module | SSVS | Reference | 2012250003 |
|  | Description | WESTDAWN CREDITORS | Action date | 20120907 |
|  | Final releasingoperators | KJ358 GPJ VAN DEN BERG |  | LCU55 SURESH TUTEJA |
|  | Sub-batch 001 From | Account no 0000012316067 | From Accoun | Name WESTDAWN INVESTMENTS |

Trans No
Account No
Branch No
Statement Ref
Account Name
Creditor Code
$\begin{array}{ll}\text { Creditor Code } \\ \text { Amount } & 170,000.00\end{array}$
StatusDescription FINAL AUDIT TO BE DOWNLOADED
RTGS/RTC
ISN/Bus Ref
Pay Alert
1
62181216104
220526
JIC MINING SERVICES
EVEREST GLOBAL METALS


The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of August 2012

We give below the details of interest charged on the following accounts for the month of August 2012

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Processing fees for August 2012 | ZAR 54 720.00 |
|  | Interest for August 2012 | ZAR 115,246.81 |
| 6 | Balance outstanding | ZAR 169 966.81 |

We request you to remit the amount ZAR 169966.81 at the earliest through our account with Nedbank as per details given below:

| Account number | $\mathbf{1 4 5 4 0 9 5 3 2 6}$ |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,
(Ramesh Salian)
CHIEF MANAGER

| From: | RonicaR@Jic.co.za |
| :--- | :--- |
| Sent: | 10 October 2012 14:32 |
| To: | Ashu |
| Subject: | Fw: Proof of Payment Everest Global |
| Attachments: | 3707_001.pdf; image001.jpg; image002.jpg; image003.jpg |

Please ask Everest to pay interest urgently to BOB
Sent from my BlackBerry ${ }^{\circledR}$ wireless device
From: Suresh Tuteja < SureshT@Jic.co.za>
Date: Wed, 10 Oct 2012 13:18:55 +0000
To: Ronica Ragavan[RonicaR@Jic.co.za](mailto:RonicaR@Jic.co.za)
Subject: Proof of Payment Everest Global

Mam
Please find attached proof of payment made to Everest
Thanks

Regards
Suresh Tuteja


From: JIC MINING SERVICES [mailto:canon@jic.co.za]
Sent: 10 October 2012 05:28 PM
To: Suresh Tuteja
Subject: Attached Image

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## Standard Bank of South Africa




## "CC" p 100

| From: | Ugeshni Naidu [UgeshniN@sahara.co.za](mailto:UgeshniN@sahara.co.za) |
| :--- | :--- |
| Sent: | 10 October 2012 14:37 |
| To: | Ashu |
| Subject: | Everest August 2012 |
| Attachments: | Everest August 2012.doc |

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Sahara Holdings (PTY) Ltd
89 Gazelle Avenue, Corporate Park, Midrand, South Africa
Private Bag X180, Halfway House, 1685, South Africa


The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of August 2012

We give below the details of interest charged on the following accounts for the month of August 2012

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Processing fees for August 2012 <br> Interest for August 2012 | ZAR 54 720.00 |
| 6 | Balance outstanding | ZAR 115,246.81 |

We request you to remit the amount ZAR 169966.81 at the earliest through our account with Nedbank as per details given below:

| Account number | 1454095326 |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,
(Ramesh Salian)

## CHIEF MANAGER

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 10 October 2012 14:42 |
| To: | pooja@worldswindow.cc |
| Subject: | FW: Proof of Payment Everest Global |
| Attachments: | 3707_001.pdf; Document1.docx |

Dear Pooja Ji,
Can you please transfer the interest payment to BOB.
Here is the POP attached for BOB.
Thanks
Ashu

## JHB: 05:10-11/153

01.10.2012

## The Directors

Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,
Re: Interest for the month of September 2012
We give below the details of interest charged on the following accounts for the month of September 2012

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for September 2012 | ZAR 111,793.89 |
| 6 | Balance outstanding | ZAR 16,111,793.89 Dr |

We request you to remit the amount ZAR 1117963.89 at the earliest through our account with Nedbank as per details given below:

| Account number | 1454095326 |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,



| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 11 October 2012 05:49 |
| To: | Ugeshni Naidu |
| Subject: | Fwd: Proof of Payment Everest Global |
| Attachments: | image001.jpg; ATT00001.htm; image002.jpg; ATT00002.htm; image003.jpg; |
|  | ATTO0003.htm; image001.jpg; ATT00004.htm; 3707_001.pdf; ATT00005.htm |

Sent from my iPhone

Begin forwarded message:
From: [RonicaR@Jic.co.za](mailto:RonicaR@Jic.co.za)
Date: 10 October 2012 3:28:50 PM SAST
To: [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Subject: Fw: Proof of Payment Everest Global
Reply-To: [RonicaR@Jic.co.za](mailto:RonicaR@Jic.co.za)
Please ask Everest to pay interest urgently to BOB
Sent from my BlackBerry ${ }^{\circledR}$ wireless device
From: Suresh Tuteja < SureshT@Jic.co.za>
Date: Wed, 10 Oct 2012 13:18:55 +0000
To: Ronica Ragavan<RonicaR@Jic.co.za $>$
Subject: Proof of Payment Everest Global

Mam

Please find attached proof of payment made to Everest

Thanks

Regards
Suresh Tuteja

| From: | pooja@worldswindow.cc |
| :--- | :--- |
| Sent: | 11 October 2012 08:34 |
| To: | Ashu |
| Subject: | Fw: Proof of Payment Everest Global |
| Attachments: | BOB-SEP-11.pdf |

Dear sir,
Pop attached
Regards
Pooja
Sent from BlackBerry ${ }^{\circledR}$ on Airtel
From: "Ranbir SINGH" [ranbir@everestmetals.ae](mailto:ranbir@everestmetals.ae)
Date: Thu, 11 Oct 2012 11:21:53 +0400
To: [pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
ReplyTo: [ranbir@everestmetals.ae](mailto:ranbir@everestmetals.ae)
Cc: Bhaskar MITTAL[mittal@everestmetals.ae](mailto:mittal@everestmetals.ae)
Subject: RE: Proof of Payment Everest Global
POP
Thanks \& Regards
Ranbir Singh
Everest Metals FZE
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(D) +971529026760 (New) / +971 506464730
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From: pooja@worldswindow.cc [mailto:pooja@worldswindow.cc]
Sent: Wednesday, October 10, 2012 5:54 PM
To: Ranbir SINGH
Subject: Fw: Proof of Payment Everest Global
Fyi pls
Sent from BlackBerry ${ }^{\circledR}$ on Airtel
From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Date: Wed, 10 Oct 2012 13:42:15 +0000

To: pooja@worldswindow.cc[pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
Subject: FW: Proof of Payment Everest Global

Dear Pooja Ji,
Can you please transfer the interest payment to BOB.
Here is the POP attached for BOB.

Thanks
Ashu

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Private Bag X180, Halfway House, 1685, South Africa

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## NOTIFICATION OF PAYMENT

To Whom It May Concern:
First National Bank hereby confirms that the following payment has been made :


To authenticate this Payment Notification, please visit the First National Bank website at https://www.fnb.co.za, select the "Verify Payment Notification" link and follow the on-screen instructions.

Our customer (the payer) has requested FirstRand Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. FirstRand Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability what soever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

[^36] van der Ross, JH van Greuning, MH Visser, Company Secretary: BW Unser Company Secretary: BW Unser

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 11 October 2012 09:13 |
| To: | Ugeshni Naidu |
| Subject: | FW: Proof of Payment Everest Global |
| Attachments: | BOB-SEP-11.pdf |



## NOTIFICATION OF PAYMENT

To Whom It May Concern:
First National Bank hereby confirms that the following payment has been made :


To authenticate this Payment Notification, please visit the First National Bank website at https://www.fnb.co.za, select the "Verify Payment Notification" link and follow the on-screen instructions.

Our customer (the payer) has requested FirstRand Bank Limited to send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer. FirstRand Bank Limited does not guarantee or warrant the accuracy and integrity of the information and data transmitted electronically and we accept no liability what soever for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the transmission of the information and data.

[^37] van der Ross, JH van Greuning, MH Visser, Company Secretary: BW Unser Company Secretary: BW Unser

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 11 October 2012 09:14 |
| To: | Ronica (JIC) |
| Subject: | FW: Proof of Payment Everest Global |
| Attachments: | BOB-SEP-11.pdf |



| From: | Pooja [pooja@worldswindow.cc](mailto:pooja@worldswindow.cc) |
| :--- | :--- |
| Sent: | 03 November 2012 05:51 |
| To: | Ashu |
| Subject: | FW: BOB Payment |

Dear Ashu ji,
For your information pls.

May please deposit directly in BOB account for this month interest.
Shall intimate you once the digital signature in FNB account is reactivated.
Regards
Pooja

From: Ranbir SINGH [mailto:ranbir@everestmetals.ae]
Sent: 03 November 2012 11:13
To: Pooja Siddique; Mukesh Gupta
Cc: Bhaskar MITTAL
Subject: BOB Payment
Dear Pooja / Mukesh,
Our Digital Signature of FNB has expired, till the same is renewed, we are unable to do online transactions.
So kindly deposit the BOB payment directly to BOB account or route through Arctos.
Further, kindly arrange the statement of OCT-12.
Thanks \& Regards
Ranbir Singh
Everest Metals FZE
(ISO 9001:2008, 14001:2004 \& OHSAS 18001:2007 Certified)
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ranbir@everestmetals.ae
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dangerous content by MailScanner, and is believed to be clean.


| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 05 November 2012 04:53 |
| To: | Ugeshni Naidu |
| Subject: | FW: BOB Payment |

From: Pooja [mailto:pooja@worldswindow.cc]
Sent: Saturday, November 03, 2012 7:51 AM
To: Ashu
Subject: FW: BOB Payment
Dear Ashu ji,

For your information pls.

May please deposit directly in BOB account for this month interest.
Shall intimate you once the digital signature in FNB account is reactivated.
Regards
Pooja

From: Ranbir SINGH [mailto:ranbir@everestmetals.ae]
Sent: 03 November 2012 11:13
To: Pooja Siddique; Mukesh Gupta
Cc: Bhaskar MITTAL
Subject: BOB Payment
Dear Pooja / Mukesh,
Our Digital Signature of FNB has expired, till the same is renewed, we are unable to do online transactions.
So kindly deposit the BOB payment directly to BOB account or route through Arctos.
Further, kindly arrange the statement of OCT-12.
Thanks \& Regards
Ranbir Singh
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(D) +971529026760 (New) / +971 506464730
ranbir@everestmetals.ae
ranbir.everest@gmail.com
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## "CC" p 116

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## "CC" p 117

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 05 November 2012 04:55 |
| To: | Ronica (JIC); Ugeshni Naidu |
| Subject: | FW: BOB Payment |

Ronica,
I received this email from Pooja,
So please do not transfer the money to Everest.

Thanks
Ashu

From: Pooja [mailto:pooja@worldswindow.cc]
Sent: Saturday, November 03, 2012 7:51 AM
To: Ashu
Subject: FW: BOB Payment
Dear Ashu ji,
For your information pls.
May please deposit directly in $B O B$ account for this month interest.
Shall intimate you once the digital signature in FNB account is reactivated.
Regards
Pooja

From: Ranbir SINGH [mailto:ranbir@everestmetals.ae]
Sent: 03 November 2012 11:13
To: Pooja Siddique; Mukesh Gupta
Cc: Bhaskar MITTAL
Subject: BOB Payment
Dear Pooja / Mukesh,
Our Digital Signature of FNB has expired, till the same is renewed, we are unable to do online transactions.
So kindly deposit the BOB payment directly to BOB account or route through Arctos.
Further, kindly arrange the statement of OCT-12.
Thanks \& Regards
Ranbir Singh
Everest Metals FZE
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(3) +971529026760 (New) / +971 506464730

- ranbir@everestmetals.ae


## "CC" p 118

## $\square$ ranbir.everest@gmail.com

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| From： | Ashu＜ashu＠sahara．co．za＞ |
| :--- | :--- |
| Sent： | 05 November 2012 10：23 |
| To： | Ugeshni Naidu |
| Subject： | Fwd：BOB Payment |

## Sent from my iPhone

Begin forwarded message：
From：Pooja＜pooja＠worldswindow．cc＞
Date： 03 November 2012 7：49：23 AM SAST
To：＇Ashu＇＜ashu＠sahara．co．za＞
Subject：FW：BOB Payment
Dear Ashu ji，
For your information pls．
May please deposit directly in BOB account for this month interest．
Shall intimate you once the digital signature in FNB account is reactivated．
Regards
Pooja

From：Ranbir SINGH［mailto：ranbir＠everestmetals．ae］
Sent： 03 November 2012 11：13
To：Pooja Siddique；Mukesh Gupta
Cc：Bhaskar MITTAL
Subject：BOB Payment
Dear Pooja／Mukesh，
Our Digital Signature of FNB has expired，till the same is renewed，we are unable to do online transactions．

So kindly deposit the BOB payment directly to BOB account or route through Arctos．
Further，kindly arrange the statement of OCT－12．
Thanks \＆Regards
Ranbir Singh
Everest Metals FZE
（ISO 9001：2008，14001：2004 \＆OHSAS 18001：2007 Certified）
Metal Recycling－That＇s what we do the best！
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（3）+971529026760 （New）／＋971 506464730
凹 ranbir＠everestmetals．ae
ranbir．everest＠gmail．com
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| From: | Ugeshni Naidu [UgeshniN@sahara.co.za](mailto:UgeshniN@sahara.co.za) |
| :--- | :--- |
| Sent: | 12 November 2012 11:30 |
| To: | Ashu |
| Subject: | Everest Oct 2012 |
| Attachments: | Everest Oct 2012.doc |

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89 Gazelle Avenue, Corporate Park, Midrand, South Africa
Private Bag X180, Halfway House, 1685, South Africa


The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of October 2012

We give below the details of interest charged on the following accounts for the month of October 2012

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for October 2012 | ZAR 115,476.85 |
| 6 | Balance outstanding | ZAR $16,115,476.85 \mathrm{Dr}$ |

We request you to remit the amount ZAR 115476.85 at the earliest through our account with Nedbank as per details given below:

| Account number | $\mathbf{1 4 5 4 0 9 5 3 2 6}$ |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 12 November 2012 11:34 |
| To: | pooja@worldswindow.cc |
| Cc: | Himanshu Agarwal |
| Subject: | RE: POP |
| Attachments: | Everest Oct 2012.doc.doc |

From: pooja@worldswindow.cc [mailto:pooja@worldswindow.cc]
Sent: Monday, November 12, 2012 1:31 PM
To: Ashu
Cc: Himanshu Agarwal
Subject: Re: POP
Dear sir,
Wishing you very happy diwali.
Pls also provide the payment request to be made to BOB .
Regards
Pooja
Sent from BlackBerry ${ }^{\circledR}$ on Airtel
From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Date: Mon, 12 Nov 2012 11:28:15 +0000
To: pooja@worldswindow.cc[pooja@worldswindow.cc](mailto:pooja@worldswindow.cc)
Subject: POP

Audit Trail
Create Transfer
Mon, Nov 12, 2012 at 01:26:33 PM
Group 25230 - SAHARA COMPUTERS PTY LTD
Operator 004 - UGESHNI GOVENDER
Status Finally Approved
Transaction Status
Captured First Approver
Second
Approver Third Approver Final Approver
Operator 4

Approval Level A
Date 2012/11/06
2012/11/06
Time 13:04:36
13:27:14
Transaction Detail

Beneficiary Code
From Account 630487 TEGETA RESOURCES
(PTY) LTD - 0000004072444486

| (PTY) LTD - 0000004072444486 |  |  |  |
| :---: | :---: | :---: | :---: |
| Description | 3 ARCTOS TRADING | Frequency | Adhoc |
| To Account | 018005 | ARCTOS TRADING - 0 | 0000221045058 |
| Description | 3 TEGETA RESOURCE |  |  |
| Date | 20121106 | Amount | 115000.00 |
| Transaction Number | 17030 | Immediate Interbank Payment | Yes |

## Payment Confirmation Details

For the Payment Confirmation status of a specific Recurring Payment, please consult the Payment Status Report


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Sahara Holdings (PTY) Ltd
89 Gazelle Avenue, Corporate Park, Midrand, South Africa
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--
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The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of October 2012

We give below the details of interest charged on the following accounts for the month of October 2012

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for October 2012 | ZAR 115,476.85 |
| 6 | Balance outstanding | ZAR $16,115,476.85 \mathrm{Dr}$ |

We request you to remit the amount ZAR 115476.85 at the earliest through our account with Nedbank as per details given below:

| Account number | 1454095326 |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,

| From: | RonicaR@Jic.co.za |
| :--- | :--- |
| Sent: | 13 November 2012 11:10 |
| To: | Ashu |
| Subject: | FW: Interest charged on Everest Gloabl Metals Pty Itd.,- Oct'12 |

From: Johannesburg, South Africa [mailto:joburg@bankofbaroda.com]
Sent: 13 November 2012 11:22 AM

## To: Ronica Ragavan

Subject: Re: Interest charged on Everest Gloabl Metals Pty Itd.,- Oct'12
Good day,
We are yet to receive credit for interest charged on M/S. Everest Global Metals Pty Itd., for the month of Oct'12

Regards,
Ramesh Salian
Chief Manager
Bank of baroda
Johannesburg Branch
REPUBLIC OF SOUTH AFRICA
Phone : 0027117840752 (Direct) 7840715/23
Fax: 0027117840759


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| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 13 November 2012 11:18 |
| To: | RonicaR@Jic.co.za |
| Subject: | RE: Interest charged on Everest Gloabl Metals Pty Itd.,- Oct'12 |
|  |  |
| Standard Bank of South Africa |  |
| The Standard Bank of South Africa Limited Registered Bank Reg. No. 1962/000738/06 |  |

REPRINT CUSTOMER ALL PAYMENTS INTERIM AUDIT REPORT

Customer 201100254
no
User id QYK02
User
Name ARCTOS TRADING (PTY) LTD
Name



Totals
for Sub 001
Batch
Total of
error free
detail
$115,476.85$
records
Total of
error detail 0.00
records
Sub
Batch 115,476.85
Total
Total
RTGS 1
Amount $115,476.85$
Processed
Total
RTC 0
Amount 0.00
Processed Total 0
RTGS
Amount 0.00
Rejected
$\quad$ Total
RTC 0
Rejected

Total
Batch
error free 115,476.85
records
Total
Batch 0.00
error
records
Total
Batch 115,476.85
amount
Total
RTGS 1

Processed
Total RTC
Processed
Total
RTGS 0
Rejected
Total
RTC 0
Rejected
Hash
Total
16791434784620310

From: RonicaR@Jic.co.za [mailto:RonicaR@Jic.co.za]
Sent: Tuesday, November 13, 2012 1:10 PM
To: Ashu
Subject: FW: Interest charged on Everest Gloabl Metals Pty Itd.,- Oct'12

From: Johannesburg, South Africa [mailto:joburg@bankofbaroda.com]
Sent: 13 November 2012 11:22 AM
To: Ronica Ragavan
Subject: Re: Interest charged on Everest Gloabl Metals Pty Itd.,- Oct'12
Good day,
We are yet to receive credit for interest charged on M/S. Everest Global Metals Pty Itd., for the month of Oct'12

Regards,

Ramesh Salian

## "CC" p 130

Chief Manager<br>Bank of baroda<br>Johannesburg Branch<br>REPUBLIC OF SOUTH AFRICA<br>Phone : 0027117840752 (Direct) 7840715/23<br>Fax : 0027117840759

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```
From:
nathr@jic.co.za
21 November 2012 12:51
Sent:
Tony Gupta
FW: Annual Review of Credit facilities A/C M/S. Arctos Trading (Pty) Ltd.,
Importance:
High
```

Dear Tony ji,
FYI
Regards,
R. Nath

From: Ravindra Nath
Sent: Wednesday, November 21, 2012 2:48 PM
To: 'Deepesh'; Rajiv Dabas [rajiv.dabas@arctos.co.za](mailto:rajiv.dabas@arctos.co.za) (rajiv.dabas@arctos.co.za)
Cc: 'Pooja'; 'Shuchi Bansal'
Subject: FW: Annual Review of Credit facilities A/C M/S. Arctos Trading (Pty) Ltd., Importance: High

Dear Mr. Deepesh/ Rajiv,
Kindly arrange to provide following information to Bank of Baroda, Johannesburg urgently to carry out the review of the captioned account. The matter is already 1 month old.
Regards,
R. Nath

From: Johannesburg, South Africa
Sent: 23 October 2012 09:30 AM
To: 'Ravindra Nath'; 'Ronica Ragavan'; 'Ankur Sharma'; ' rajiv.dabas@worldswindow.cc '
Cc: Chief Executive [ South Africa ]
Subject: Re: Annual Review of Credit facilities A/C M/S. Arctos Trading (Pty) Ltd.,

Dear Sir,

With reference to the above, kindly provide following information

1. Audited financials of the company as at 28.02 .12 \& CMA DATA
2. Latest Net worth statement and copy of IT returns of Mr. Piyoosh Goyal
3. Latest audited financials of
a. M/S. Worlds Window Impex India Pvt Ltd.,
b. M/S. Worlds Window Urja
c. M/S. Vasudhama Resources Pte Ltd.,
d. M/S. Idwala Coal (Pty Ltd.,
e. M/S. Tegeta Exploration \& Resources Pty Itd.,
f. M/S. Everest Metals FZE
g. M/S. Confident Concepts
h. M/S. Islandsite Investments 180 Pty Ltd.,

Sales performance of the company during the current year (of which export sales)
4. Details of mining activities in Veirfontein Project \& Brakfontein Project
5. Reasons of not achieving Sales/profit targets
6. Note on Mining Sector in South Africa
7. Details of Group/Associate companies and their banking arrangement


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| From: | Ugeshni Naidu [UgeshniN@sahara.co.za](mailto:UgeshniN@sahara.co.za) |
| :--- | :--- |
| Sent: | 07 December 2012 08:50 |
| To: | Ashu |
| Subject: | Everest Nov 2012 |
| Attachments: | Everest Nov 2012.doc |

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89 Gazelle Avenue, Corporate Park, Midrand, South Africa
Private Bag X180, Halfway House, 1685, South Africa


The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of November 2012

We give below the details of interest charged on the following accounts for the month of November 2012

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for November 2012 | ZAR 111,824.05 |
| 6 | Balance outstanding | ZAR 16,111,824.05 Dr |

We request you to remit the amount ZAR 111824.05 at the earliest through our account with Nedbank as per details given below:

| Account number | 1454095326 |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 07 December 2012 08:51 |
| To: | Ronica (JIC) |
| Subject: | FW: Everest Nov 2012 |
| Attachments: | Everest Nov 2012.doc |

From: Ugeshni Naidu
Sent: Friday, December 07, 2012 10:50 AM
To: Ashu
Subject: Everest Nov 2012

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Private Bag X180, Halfway House, 1685, South Africa

The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of November 2012

We give below the details of interest charged on the following accounts for the month of November 2012

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for November 2012 | ZAR 111,824.05 |
| 6 | Balance outstanding | ZAR 16,111,824.05 Dr |

We request you to remit the amount ZAR 111824.05 at the earliest through our account with Nedbank as per details given below:

| Account number | 1454095326 |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 07 December 2012 10:07 |
| To: | pooja@worldswindow.cc |
| Subject: | FW: Everest Nov 2012 |
| Attachments: | Everest Nov 2012.doc |

Dear Pooja Ji,
Can you please transfer the funds to BOB as per the attached invoice.
Funds was transferred to you last week and please send me POP.

Thanks
Ashu

The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of November 2012

We give below the details of interest charged on the following accounts for the month of November 2012

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
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| 6 | Balance outstanding | ZAR 16,111,824.05 Dr |

We request you to remit the amount ZAR 111824.05 at the earliest through our account with Nedbank as per details given below:

| Account number | 1454095326 |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,

## "CC" p 140

| From: | Himanshu Agarwal [himanshu.agarwal@worldswindow.cc](mailto:himanshu.agarwal@worldswindow.cc) |
| :--- | :--- |
| Sent: | 11 December 2012 10:59 |
| To: | Ashu |
| Cc: | Ranbir SINGH; ranbir@everestmetals.net |
| Subject: | Fwd: Everest POP |
| Attachments: | 1078_001.pdf; Everest Nov 2012.doc |

Dear Sir,
In the attached TT copy payment is made in the name of Everest instead of Arctos.
cc: Dear Ranbir Ji,
Please transfer BOB interest from Everest Global. Detail of Interest Amount is attached for your ready reference.
Regards
Himanshu
---------- Forwarded message $\qquad$
From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Date: Tue, Dec 11, 2012 at 4:19 PM
Subject: Fwd: Everest POP
To: Himanshu Agarwal [himanshu.agarwal@worldswindow.cc](mailto:himanshu.agarwal@worldswindow.cc)

Sent from my iPhone
Begin forwarded message:
From: [RonicaR@Jic.co.za](mailto:RonicaR@Jic.co.za)
Date: 11 December 2012 12:36:19 PM SAST
To: [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Subject: FW: Everest POP


[^40]
## Regards <br> Maruti Sharma

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REPRINT CUSTOMER ALL PAYMENTS FINAL AUDIT REPORT

| 「Customer No. | 200500963 |  |  |
| :---: | :---: | :---: | :---: |
| [User ID | JICO2 | User Name | WESTDAWN INVESTMENTS PTY LTD |
| [Sub Module | SSVS | Reference | 2012335011 |
| Description | WESTDAWN CREDITORS | Action date | 20121130 |
| Finalreleasingoperators | KJ358 GPJ VAN DEN BERG |  | LCU55 SURESH TUTEJA |
| [Sub-batch 001 Fro | Account no 0000012316067 | From Accoun |  |

Trans No
Account No 62181216104
Branch No
Statement Ref
220526
EVEREST PAYMENT
Account Name EVEREST GLOBAL METALS (PTY) LT
Creditor Code
Amount $\quad 120,000.00$
StatusDescription FINAL AUDIT TO BE DOWNLOADED
RTGSIRTC
ISN/Bus Ref
Pay Alert
$Y$
4467280977
N

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The Standard Bank of South Africa Limited RegisleredBank Reg. No. 1962/000738/06

## REPRINT CUSTOMER ALL PAYMENTS FINAL AUDIT REPORT



The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of November 2012

We give below the details of interest charged on the following accounts for the month of November 2012

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for November 2012 | ZAR 111,824.05 |
| 6 | Balance outstanding | ZAR 16,111,824.05 Dr |

We request you to remit the amount ZAR 111824.05 at the earliest through our account with Nedbank as per details given below:

| Account number | 1454095326 |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 11 December 2012 12:47 |
| To: | Ugeshni Naidu |
| Subject: | FW: Everest POP |
| Attachments: | BOB EVEREST.pdf |

From: Himanshu Agarwal [mailto:himanshu.agarwal@worldswindow.cc]
Sent: Tuesday, December 11, 2012 2:47 PM
To: Ashu
Cc: Ranbir SINGH; Bhaska mittal
Subject: Fwd: Everest POP
Dear Sir,
Please find the attached herewith payment proof of BOb interest payment.

Regards
Himanshu
$\qquad$ Forwarded message
From: Ranbir SINGH < ranbir@everestmetals.ae>
Date: Tue, Dec 11, 2012 at 4:43 PM
Subject: RE: Everest POP
To: Himanshu Agarwal [himanshu.agarwal@worldswindow.cc](mailto:himanshu.agarwal@worldswindow.cc)
Cc: ranbir@everestmetals.net, Bhaskar MITTAL < mittal@everestmetals.ae>
Dear Himanshu,

We are unable to process online as our online banking is not working.

Thanks \& Regards
Ranbir Singh

## Everest Metals FZE

(ISO 9001:2008, 14001:2004 \& OHSAS 18001:2007 Certified)
Metal Recycling - That's what we do the best!
운+97165261999|甼+97165261900
(D) +971529026760 (New) / +971 506464730

[^41]ranbir.everest@gmail.com

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From: Himanshu Agarwal [mailto:himanshu.agarwal@worldswindow.cc]
Sent: Tuesday, December 11, 2012 2:57 PM
To: Ashu
Cc: Ranbir SINGH; ranbir@everestmetals.net
Subject: Fwd: Everest POP

Dear Sir,
In the attached TT copy payment is made in the name of Everest instead of Arctos.
cc: Dear Ranbir Ji,
Please transfer BOB interest from Everest Global. Detail of Interest Amount is attached for your ready reference.

Regards
Himanshu
---------- Forwarded message
From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Date: Tue, Dec 11, 2012 at 4:19 PM
Subject: Fwd: Everest POP
To: Himanshu Agarwal < himanshu.agarwal@worldswindow.cc>

Sent from my iPhone

Begin forwarded message:

From: < RonicaR@Jic.co.za>
Date: 11 December 2012 12:36:19 PM SAST
To: [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Subject: FW: Everest POP

## "CC" p 147

## From: Maruti Sharma <br> Sent: 11 December 2012 12:23 PM <br> To: Ronica Ragavan <br> Subject: Everest POP

## Regards

## Maruti Sharma

Cell: 0828578897

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Private Bag X180, Halfway House, 1685, South Africa

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## STATE BANK OF INDIA,SOUTH AFRICA <br> Phone: 0117784500 , FAX 0117886769



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Regards,
STATE BANK OF INDIA SOUTH AFRICA


| From: | Ugeshni Naidu [UgeshniN@sahara.co.za](mailto:UgeshniN@sahara.co.za) |
| :--- | :--- |
| Sent: | 03 January $201307: 26$ |
| To: | Ashu |
| Subject: | Everest December 2012 |
| Attachments: | Everest December 2012.doc |

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Private Bag X180, Halfway House, 1685, South Africa


The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of December 2012

We give below the details of interest charged on the following accounts for the month of December 2012

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for December 2012 | ZAR 115,476.93 |
| 6 | Balance outstanding | ZAR 16,115,476.93 Dr |

We request you to remit the amount ZAR 115476.93 at the earliest through our account with Nedbank as per details given below:

| Account number | 1454095326 |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 03 January 2013 07:28 |
| To: | Ronica (JIC) |
| Subject: | FW: Everest December 2012 |
| Attachments: | Everest December 2012.doc |

## Hi ,

Thanks
Ashu

Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
03 January 2013 07:28
FW: Everest December 2012
Everest December 2012.doc


| From: | nathr@jic.co.za |
| :--- | :--- |
| Sent: | 21 January 2013 15:25 |
| To: | joburg@bankofbaroda.com |
| Cc: | ce.sa@bankofbaroda.com |
| Subject: | FW: Arctos-Renewal |
| Attachments: | Arctos Trading Pty Ltd-FINANCIALS 31st dec 2011.pdf; Finance_Data-Arctos.doc; |
|  | Everest_Metals_FZE_Financials_FY-2011 Final.pdf; Vasudhamaa Resources Pte. Ltd. - |
|  | AR-Dec 2011.pdf; Details of Associate Companies.docx; WW Impex_2011-12.pdf; |
|  | Piyoosh Sir ITR and Networth statement.pdf; Arctos-CMA-2012.xls; Arctos- |
|  | Comments on Performance.docx |

Dear Mr. Salian, FYI.
The signed CMA, Balance sheet for Dec. 2011 \& Dec. 2012 with other documents shall be handed over to you by Mr. Rajiv tomorrow.
Regards,
R. Nath

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Arctos Trading (Pty) Ltd
144, Grayston Ridge, Katherine Street
Sandton, Johannesburg
Draft Balance Sheet
As at 31st December, 2011


## For Arctos Trading (Pty) Ltd

## Authorized Signatory

## Arctos Trading (Pty) Ltd

144, Grayston Ridge, Katherine Street
Sandton, Johannesburg

## Arctos Trading (Pty) Ltd

144, Grayston Ridge, Katherine Street
Sandton, Johannesburg

Provisional Income Statement
For the year ended 31st December, 2011
2011
ZAR
85,07,257
59,01,868
26,05,389
Operating Expenses

| Administration and Selling Expenses | 43,28,398 |
| :---: | :---: |
|  | 43,28,398 |
| Profit from Operations | $(17,23,009)$ |
| Depreciation | 1,01,443 |
| Financial Charges | 12,05,378 |
| Other (Income)/Loss | $(4,685)$ |
| Personnel Expenses | 22,68,829 |
| Net profit for the year | $(52,93,974)$ |
| Retained earnings at end of the year | $(52,93,974)$ |

For Arctos Trading (Pty) Ltd

Authorized Signatory


$$
\text { "CC" p } 155
$$

GROUP / ASSOCIATE ENTITIES/COMPANIES

| Name of Unit | Worlds Window Infrastructure \& Logisitcs Pvt. Ltd. | Alstrong Enterprises India Pvt. Ltd. |  | Worlds Window Impex India Pvt. Ltd. |  | Maple Logistics Pvt. Ltd. |  | Everest Metals FZE |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name of Director/Promo ter | Mr. Varun Bhasin, Mr. Anil Kumar Misra, Mr. K K Gangadharan, Mr. Rajiv Kumar Kochhar | Mr. Naveen Agarwal, Mr Arun Kumar |  | Mr. Naveen Agrawal, Mr Piyoosh Goyal, Mr. Anil Kumar Misra, Mr. Sunil Kumar Maheshwari, Mr. Amit Kalra |  | Mr. Nitin Agarwal \& Anil Bhupal |  | Ms. Deepa Prakash |  |
| Activity | ICD | Manufacturing of ACP panels |  | Trading of ferrous \& non ferrous metal |  | Logistics |  | Trading of metal and metal scrap |  |
| Year Ending | March | March |  | March |  | March |  | December |  |
| Year | 20122011 | 2012 | 2011 | 2012 | 2011 | 2012 | 2011 | 2011 | 2010 |
| Net Sales | 57.22 47.53 | 89.73 | 62.20 | $\begin{gathered} 1127.9 \\ 7 \end{gathered}$ | 927.95 | 103.31 | 45.26 | 711.21 | 541.07 |
| PAT | 22.55 10.20 | 8.57 | 7.28 | 14.04 | 10.97 | 1.24 | 0.47 | 8.83 | 7.81 |
| Cash Accrual | 25.02 12.30 | 9.16 | 7.89 | 14.78 | 14.92 | 6.88 | 3.48 | 9.48 | 8.29 |
| PUC | 13.70 13.70 | 2.00 | 1.94 | 4.74 | 4.74 | 0.89 | 0.88 | 16.35 | 16.35 |
| TOL/TNW | 0.46 0.57 | 2.24 | 2.06 | 1.62 | 1.77 | 6.78 | 2.07 | 0.80 | 1.13 |
| Banking <br> Arrangements | Multiple | Consortium |  | Consortium |  | Sole |  | Multiple |  |
| Name of Other Bankers | Punjab National Bank, ICICI, HDFC | SBI and PNB |  | SBI, OBC, ICICI, SBT, SBM |  | ICICI |  | Habib <br> Mashreq PNB HSBC Ba | Bank, Bank, Dubai, k |



## Everest Metals (FZE) <br> Hamriyah Free Zone, Sharjah, U.A.E

Auditors' Report \& Financial Statements
For the year ended 31st December, 2011

## Everest Metals (FZE) <br> Hamriyah Free Zone, Sharjah U.A.E

For the year ended 31st December, 2011


To the shareholder of M/s. Everest Metals (FZE), P.O. Box. 50015, HFZ, Sharjah, United Arab Emirates.

## Report on the Financial Statements

We have audited the accompanying financial statements of M/s. Everest Metals (FZE), Hamriyah Free Zone, Sharjah, United Arab Emirates ("the establishment") which comprise of the financial position as at $31^{\text {st }}$ December, 2011, the statement of comprehensive income, statement of changes in equity and statement of cash flow for the year then ended, and a summary of significant accounting policies and ather explanatory notes.

## Management's responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards and as required by the provisions of the Emri decree issued in November 2, 1995 for entities in Hamriyah Free Zone, Sharjah. This responsibility includes: designing, implementing and maintaining internal control relevant to the preparation and fair presentation of financial statements that is free from material misstatement whether due to fraud or error, selecting and applying appropriate accounting policies and making accounting estimate that are reasonable under the circumstances.

## Auditors' responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with International Standard on Auditing, to obtain reasonable assurance, whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessment, auditor consider internal control relevant to the (FZE's) preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate under the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the (FZE's) internal control. An audit also includes evaluating the appropriateness of accounting principles used and reasonableness of accounting estimate made by management, as well as evaluating the overall presentation of the financial statements. An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## Opinlon

In our opinion, the annual financial statements present fairly, in all material respects, the financial position of the M/s. Everest Metals (FZE), Hamriyah Free Zone, Sharjah, United Arab Emirates as at $31^{\text {sl }}$ December, 2011, and its financial performance and its cash flow for the year then ended in accordance with International Financial Reporting Standards.

## Report on Other Legal and Regulatory Requirement

As required by the provisions of the Emiri decree issued on November 2, 1995 for the entities in Hamriyah Free Zone, Sharjah, we further confirm that.

1. We have obtained all the information and explanations necessary for our audit.
2. Proper book of accounts have been maintained by the company
3. We are not aware of any contraventions during the year of the above mentioned law or the (FZE's) Articles of Association, which may have material effect on the financial position of the
(FZE) or the result of its operations for the year.

For Axis Auditing \& Accounting
Auditors \& Business Consultants


Reg. No: 368 Dubai, UAE.


Date: $15^{\text {th }}$ March, 2012
File No: AAA $820 / 12$

## Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E.
Annual Financial Statements for the year ended 31st December, 2011
Statement of Financial Position

|  | Note | $\begin{aligned} & 2011 \\ & \text { AED } \end{aligned}$ | $\begin{aligned} & 2010 \\ & \text { AED } \\ & \hline \end{aligned}$ |
| :---: | :---: | :---: | :---: |
| Assets |  |  |  |
| Non- Current Asset |  |  |  |
| Property and equipment | 4 | 1,226,130 | 1,318,384 |
| Capital work in progress | 5 | 5,388,264 | 3,594,852 |
| Investments | 6 | 150,000 | - |
|  |  | 6,764,394 | 4,913,236 |
| Current Asset |  |  |  |
| Inventory | 7 | 462,731 | 311,732 |
| Trade and other receivables | 8 | 61,913,486 | 64,995,489 |
| Cash and cash equlvalents | 9 | 3,957,677 | 2,253,506 |
|  |  | 66,333,894 | 67,560,727 |
| Total Assets |  | 73,098,288 | 72,473,963 |
| Equity and Liabilities |  |  |  |
| Equity |  |  |  |
| Share capital | 2 | 12,000,000 | 12,000,000 |
| Retained eamings |  | 28,500,058 | 22,018,239 |
|  |  | 40,500,058 | 34,018,239 |
| Liabilities |  |  |  |
| Long term loans | 10 | 27,245,369 | 32,141,298 |
| Vehicle loans | 11 | 94,876 | 131,788 |
|  |  | 27,340,245 | 32,273,086 |
| Current Llablities |  |  |  |
| Jrade and other payables | 12 | 5,017,499 | 5,977,336 |
| Current portion vehicle loan |  | 240,486 | 205,302 |
| Total Llabilitles |  | 5,257,985 | 6,182,638 |
| Total Equity and Liabilities |  | 73,098,288 | 72,473,963 |

The notes on pages 7 to 11 form an integral part of these financial statements.
These financial statements have been approved and signed by the undersigned on 04th March, 2012

For Everest Metals (FZE)


The report of the Auditors is set on page 1 and T A


## Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E.

Annual Financial Statements for the year ended 31st December, 2011
Statement of Comprehensive Income

|  | Note | $\begin{aligned} & 2011 \\ & \text { AED } \end{aligned}$ | $\begin{aligned} & \hline 2010 \\ & \text { AED } \\ & \hline \end{aligned}$ |
| :---: | :---: | :---: | :---: |
| Revenue |  | 521,796,096 | 396,971.031 |
| Cost of revenue | 13 | (502,235,582) | $(381,660,216)$ |
| Gross Profit |  | 19,580,514 | 15,310,815 |
| Administration and selling expenses | 14 | 6,409,466 | 4,545,576 |
| Depreciation | 4 | 475,797 | 351,698 |
| Operating profit |  | 12,675,251 | 10,413,541 |
| Other income | 15 | 311,888 | 549,241 |
| Management remuneration |  | $(2,804,065)$ | $(2,355,489)$ |
| Asset written off during the period |  | $(1,676)$ | $(20,687)$ |
| Finance Cost |  | $(3,699,579)$ | (2,850,082) |
| Profit for the year |  | 6,481,819 | 5,736,524 |
| Other comprehensive income |  | - | - |
| Total comprehensive income for the year |  | 6,481,819 | 5,736,524 |

The notes on pages 7 to 11 form an integral part of these financial statements.
These financlal statements have been approved and signed by the undersigned on 04th March, 2012


Everest Metals (FZE)
Hamriyah Free Zone, Sharjah, U.A.E.

Annual Financial Statements for the year ended 31st December, 2011
Statement of Changes in Equity

|  | Share <br> Capital | Retained <br> Eamings | Un registered <br> Capital | Total |
| :--- | ---: | ---: | ---: | ---: | ---: |

The notes on pages 7 to 11 form an integral part of these financial statements.
These financial statements have been approved and signed by the undersigned on 04th March, 2012
For Everest Metals (FZE)


Authorized Signatory
The report of the Auditors is set an page andz.

## Everest Metals (FZE) <br> Hamriyah Free Zone, Shariah, U.A.E.

Annual Financial Statements for the year ended 31st December, 2011
Statement of Cash Flows


Cash flows from investing activities

| Investments | $(150,000)$ | $(7)$ |
| :--- | ---: | ---: |
| Additional property and equipment | $(387,019)$ | $(71,588)$ |
| Capital work in progress | $(1,793,412)$ | $(2,199,556)$ |
| Net cash used in investing activities | $(2,330,431)$ | $(2,271,144)$ |

Cash flows from financing activities

| Disposal during the year | 3,476 | 40,175 |
| :--- | ---: | ---: |
| Unregistered share capital | - | $(780,793)$ |
| Short term borrowings | 35,184 | 11,448 |
| Vehicles loans | $(36,912)$ | $(177,837)$ |
| Long term loans | $(4,895,929)$ | $(18,463,108)$ |
| Additional share capital introduced | - | $11,850,000$ |
| Nat cash used in financing activities | $(4,894,181)$ | $(7,520,115)$ |
|  | $\mathbf{1 , 7 0 4 , 1 7 1}$ | $(224,469)$ |
| Net cash movement for the year | $2,253,506$ | $2,477,975$ |
| Cash and cash equivalents at the begInning of the year | $\mathbf{3 , 9 5 7 , 6 7 7}$ | $\mathbf{2 , 2 5 3 , 5 0 6}$ |
| Cash and cash equivalents at end of the year |  |  |

The notes on pages 7 to 11 form an Integral part of these financial statements.
These financial statements have been approved and signed by the undersigned on oAth March, 2012
For Everest Metals (FZE)


## Authorized Signatory

The report of the Auditors is set on page trait


## Everest Metals (FZE) <br> Hamriyah Free Zone, Sharjah, U.A.E.

## Annual Financial Statements for the year ended 31st December, 2011 <br> Notes to the Financial Statements

## 1 Legal status and activities

Everest Metals (FZE) was registered in Hamriyah Free Zone, Sharjah, on 25th March, 2008 registration number 3196, commercial licence no: 3634 , as a free zone establishment with Ilmited liablity pursuant to Emiri Decree No, (6) of 1995 of H.H Sheikh Dr Sultan Bin Mohammad Al Gasimi, Ruler of Sharjah,and the implementing rules and regulations thereto issued by the Hamriyah Free Zone Authority. The registered address of the (FZE) is P.O. Box 50015, Hamriyah Free Zone, Sharjah, United Arab Emirates.

The (FZE) is primarly engaged in the business of General trading
The (FZE) is contralled and managed by Mr. Arun Prakash, an Indian national.

## 2 Shareholding

The shareholding of the (FZE) is as follows:

| Name | Nationality | No. of <br> shares | Value per <br> share <br> AED | Total <br> vatue <br> AED | $\%$ <br> age |
| :--- | :---: | ---: | ---: | ---: | ---: | ---: |
| 1. M/S World Window Trading Private Limited | 80 | 150,000 | $12,000,000$ | 100 |  |

The authorized and paid up share capital of the company is AED $12,000,000$-divided into 80 shares of AED 150,000/each.

3 Significant Accounting Policies
Statement of compliance
3.1 These financial statements have been prepared in accordance with the International Financial Reporting Standards. (IFRSs).
3.2 These financial statements have been prepared under the historical cost convention. The fair / net realizable value concept of measurement of assets and liabilities has also been applied wherever applicable under (IFRSs.)
3.3 Revenue recognition

Revenue from rendering of services is recognized when invoices are issued for the services provided in respect of contract of work is finished.

Foreign currency transactions
Foreign currency transactions are recorded in U.A.E. Dirhams at the approximate rate of exchange ruting at the time of the transaction. Assets and liabilities expressed in foreign currencies at the statement of financial position date are translated into U.A.E. Dirhams at the year end rate of exchange. All foreign currency gains or losses are booked in the statement of comprehensive income as and when they arise.


## Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E.
Annual Financial Statements for the year ended 31st December, 2011
Notes to the Financial Statements

### 3.5 Trade receivables

Trade receivables are reported at net of allowances to reflect the estimated recoverable amount.

## 3.6

Inventory is stated at lower of cost and net reallzable value. The cost of closing inventory is determined on the basis of FIFO cost.

### 3.7 Property and equipment depreclation

Property and equipment are stated at historical cost less accumulated depreciation. Depreciation is computed on straight line method using the following rates:

|  | \% age |
| :--- | :---: |
| Land and porta cabins | 20 |
| Fumiture \& Fixtures | $33.33-50$ |
| Computer and equipment | $33.33-50$ |
| Plant and machinery | 20 |
| Motor vehicles | 20 |

Full month's depreciation is charged in the month of addition while no depreciation is charged in the month of disposal of property and equipment. Repairs and renewals are charged to income as and when the expenditure is incurred.

| Cost | Land 8 Porta cabi AED | Furniture 8 Fixtures AED | Computeras equipment AED | Plant 8 Machinery AED | Motor Vehicles AED | Total AED |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| At 1st January, 2011 | 458,760 | 256,025 | 207,720 | 253,890 | 1,074,000 | 2,250,395 |
| Additions during the year | - | 8,000 | 104,744 | - | 274,275 | 387,019 |
| Disposal during the year | - | $(1,676)$ | (1,800) | - |  | $(3,476)$ |
| At 31st December, 2011 | 458,760 | 262,349 | 310,664 | 253,890 | 1,348,275 | 2,633,938 |


| Accumulated depreclation |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
|  |  |  |  |  |  |  |
| At 1st January, 2011 | 133,534 | 149,644 | 111,644 | 98,338 | 438,851 | 932,011 |
| Charge for the year | 55,433 | 74,831 | 68,136 | 62,921 | 214,476 | 475,797 |
| At 31st December, 2011 | 188,967 | 224,475 | 179,780 | 161,259 | 653,327 | $1,407,808$ |


| Net book value |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| At 31st December, 2011 | 269,793 | $\mathbf{3 7 , 8 7 4}$ | $\mathbf{1 3 0 , 8 8 4}$ | $\mathbf{9 2 , 6 3 1}$ | $\mathbf{6 9 4 , 9 4 8}$ | $\mathbf{1 , 2 2 6 , 1 3 0}$ |
| At 31st December, 2010 | $\mathbf{3 2 5 , 2 2 6}$ | $\mathbf{1 0 8 , 3 8 1}$ | $\mathbf{9 8 , 0 7 6}$ | $\mathbf{1 5 5 , 5 5 2}$ | $\mathbf{6 3 5 , 1 4 9}$ | $\mathbf{1 , 3 1 8 , 3 8 4}$ |



## Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E.
Annual Financial Statements for the year ended 31st December, 2011
Noles to the Financial Statements

|  |  |  |
| :--- | ---: | ---: |
| 5 Capital work in progress | 2011 | AED |
| Opening balances |  |  |
| Addition during the year | $3,594,852$ | $1,395,296$ |
|  | $1,793,412$ | $2,199,556$ |

6 Investments
(Purchase of share in Avon General Trading)

| 150,000 | - |
| ---: | ---: |
| 150,000 | - |
|  |  |
| 462,731 | 311,732 |
| 462,731 | 311,732 |
|  |  |
| $38,588,337$ | $37,617,153$ |
| $22,604,212$ | $26,880,934$ |
| 21,203 | 47,932 |
| 22,496 | 241,859 |
| 484,009 | 207,611 |
| 183,229 | - |
| $61,913,486$ | $64,895,489$ |
|  |  |
| 163,125 | 428,430 |
| $3,794,552$ | $1,825,076$ |
| $3,957,677$ | $2,253,506$ |

10 Long term loans
IMR General trading FZE loan
Aditiya Prakash

| $22,835,518$ | $28,707,518$ |
| ---: | ---: |
| $1,139,571$ | 288,827 |
| 147,077 | 91,988 |
| $2,569,000$ | $2,569,000$ |
| 33,530 | 130,075 |
| 41,511 | 61,856 |
| 178,533 | 179,972 |
| 113,927 | 62,761 |
| - | 23,009 |
| - | 14,993 |
| - | 11,299 |

Bhagwan Dass
Bhaskar Mittal
Deepa Prakash
Everest staff ,972
Bharat Jain 3,009
Harish Mohan
11,299
Parveen kumar
186,702
27,245,369 32,141,298
10.1 This represents loans which is interst free, unsecured and no fixed tenture for repayment.


Everest Metals (FZE)
Hamriyah Free Zone, Sharjah, U.A.E.
Annual Financial Statements for the year ended 31st December, 2011
Notes to the Financial Statements

11.1 The above loan is secured by charge over vehicles.

12
Trade and other payables


Other Income
$\begin{array}{llll}\text { Miscellanious income } & 311,888 & \mathbf{5 4 9 , 2 4 1} \\ & \mathbf{3 1 1 , 8 8 8} & \mathbf{5 4 9 , 2 4 1}\end{array}$


## Everest Metals (FZE)

Hamriyah Free Zone, Sharjah, U.A.E.

Annual Financial Statements for the year ended 31st December, 2011
Notes to the Financial Statements

## 16 Fair value of financial instruments

The (FZE's) financial instruments are accounted for under the historical cost convention. Fair value represents the amount at which an asset could be exchanged or a liability settled between knowledgeable, willing parties in an arm's length transaction, therefore, differences can arise between values under the historical cost method and fair value estimates. The fair value of the (FZE's) financial instruments is not materially different from the carrying value at 31st December, 2011.

Interest rate risk
Significant financial instruments, other assets and other liabilities of the (FZE) as at 31st December, 2011 are not interest based.

## Exchange rate risk

Since the main underlying currencies of the financial instruments, other assets, other liabilities and transactions including purchases and sales are in U.A.E Dirhams, the (FZE) is not exposed to a significant exchange rate risk.

## Contingencies and commitments

As at 31st December, 2011 the (FZE) had no contingencies and commitments.

## Comparative figures

Previous year's figures have been reclassified / regrouped wherever necessary to conform to the presentation adopted in these financial statements. Figures of the (FZE) have been rounded off to nearest AED $1 /$.

The notes on pages 7 to 11 form an integral part of these financial statements.
These financial statements have been approved and signed by the undersigned on 04th March, 2012

## For Everest Metals (FZE)



Authorized signatory
The report of the Auditors is set on page 1 and 2.


## AUDITORS' REPORT TO THE MEMBERS OF WORLDS WINDOW IMPEX INDIA PRIVATE LDMITED

1. We have audited the attached Balance Sheet of Worlds Window Impex India Private Limited as at $31^{\text {² }}$ March 2012 and the Profit \& Loss Account and Cash Flow Statement for the year ended on that date annexed thereto. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.
2. We conducted our audit in accordance with auditing standards generally accepted in India. Those Standards require that we plan and perform the audit to obtain reasonable assurance about whether the finaricial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes 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.
3. As required by the Comparies (Auditors' Report) order, 2003 issued by the Central Government of India in terms of sub-section (4A) of section 227 of the Companies Act, 1956, we enclose in the Annexure, a statement on the matters specified in paragraphs 4 and 5 of the said order.

Further to our comments in the Annexure referred to above, we repert that:
(i) We have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the puiposes of our audit;
(ii) In our opinion, proper books of accoint as required by law have been kept by the Company; so far as appears from our examination of such books;
(iii) The Balance Sheet, Profit \& Loss account and Cash Flow Statement dealt with by fhis report are in agreement with the books of account;
(iv) In our opinion, the Profit and Loss account, Balance Sheet and Cash Flow Statement dealt with by this report comply with the accounting statdards referred to in sub section (3C) of section 211 of the Companies Act, 1956.
(v) On the basis of written representations received from the directors of the company as on $33^{\text {st }}$ March, 2012 and taken on record by the Board of Directors, we report that none of the directors are prima-facie, disqualified under section $274(1)(\mathrm{g})$ of the Companies Act, 1956 from being appointed as Directors of the Company.

(vi) In our opinion and to the best of our information and according to the explanations given to us, the said accounts read together with the notes thereon give the information required by the Companies Act, 1956 in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India.
a) In the case of Balance Sheet, of the state of aifiairs of the Company as at 31st March 2012, and
b) In the case of Profit \& Loss Accoumt, of the profit for the year enided on that date.
c) In the case of Cash Flow Statement, of the cash flows for the year ended on that date.

For Avdhesh Bansal \& Co.
Chartered Accountants
FRN-023680N
(CA. Nand Kishor Bansal)
Date: $24^{\text {ih }}$ July 2012
Partner
M. No. 81076
(i) (a) The company has maintained proper records stowing full particulars including quantitative details and situation of fixed assets.
(b) All the fixed assets have been physically verified by the management during the year. No material discrepancies were noticed on such verification.
(c) The company has not disposed of substantial past of its fixed assets during the year, thenefore paragraph 4(i)(c) of the Companies (Auditor's Report) Order; 2003 (herenatter referred to as the Order) is not applicable
(ii) (a) Inventories have been physically verified at the close of the year by the management: In Our opinion, the frequency of verification is reasonable.
(b) In our opinion and acconding to the infornation and cxplanations given to tis the procedures of physical verification of huentories followed by the management are reasonable and adequate in relation to the size of the company and the nature of its business.
(c) In Our opinion, the company is maintaining proper records of inventories. The discrepancies noticed on verification between the physical stocks and the book records were not material and the same have been properly dealt in the books of account.
(iii)
(a) The Company has granted interest free as well as interest bearing unsecured loans to its subsidiaries /other compantes being parties covered in the register maintained undes Section 301 of the Companies Act, 1956 . The year end balance of such loans was Rs. 6335.46 lacs and the maximum amount involved was Rs. 6632.94 lacs.
(b) to (d) No formal terms for repayment hove been stipulated in respect of above referred loans, therefore sub clawses (b) to (d) of clause 4 (iii) of the Order are not applicable. In respect of interest bearing loan given to one of the subsidiary is being debited to its account.
(e) The company had taken interest free unsecured loans from one party covered in the register maintained under Section 301 of the Companies Act, 1956. The maximum amount involved during the year was Rs. 980.69 lacs and the year-end balance of such loans was Rs. 980.69 lacs.
(f) $\&(\mathrm{~g}) \quad$ No formal terms for repayment have been stipulated in respect of interest free loans taken from parties covered in the register maintained under section 3010 the Companies Act, 1956. Therefore paragraph 4 (iii) $(f) \&(g)$ of the Order are not applicable.

(iv) In our opinion and according to the information and explanations given to us, there are adequate internal controi procedures commensurate with the size of the Company and the nature of its business for the purchase of goods and fixed assets and for the sale of goods and services. During the course of our audit, we have not observed any continuing failure to correct major weaknesses in intemal controls.
(v) (a) According to the information and explanations given to us, we are of the opinion that the particulars of contract or arrangement referred to in section 301 of the Act have been entered in the register required to be maintained under that section.
(b) In our opinion and according to the mfonhation and explanations given to us, the prices at which the transactions were made in pursuance of such contracts or arrangements have been made at prices which are reasonable baving regard to provailing maker prices at the relevant time except for items stated to be of a specialised nature where no comparisen is possible.

The Company has not accepted any deposits from the public, therefore, paragraph 4(vi) of the Order is not applicable,
(vii) In our opinion, the company has an internal audit system commensurate with the size and nature of its business.
(viii) The Company is not a manufacturing concern; therefore, paragraph 4(viii) of the Order for the maintenance of cost records under section 209 (1) (d) of the Companies Act, 1956 is not applicable.
(ix) (a) According to the records of the company, the company has been generally regular in depositing with appropriate authorities undisputed statutory dues including Provident Fund, Employees ${ }^{4}$ State Insurance; Investors' Education \& Protection Fund, Income tax, Sales tax, Wealth tax, Service tax, Custom duty, Excise duty, Cess and other material statutory dues applicable to it. According to the information and explanations given to us, there were no atrears on account of undisputed statutory dues as at March 31, 2012 which were outstanding for a period of more than six months from the date they became payable.
(b) According to the information and explanations given to us, there are no dues of Income tax, Sales tax, Wealth tax, Service tax, customs duty, Excise duty and Cess, which have not been deposited on account of any dispute.
(x) The company is not having any accumulated losses at the close of the financial year, The company has not incured cash losses during the financial year covered by our audit and in the immediately preceding financial year.
(xi) Based on our audit procedures and on the infomation and explanations given by the management, we are of the opinion that the Company has not defaulted in repayment of dues to banks and financial institutions. The Company has not issued any debentures.
(xii) The Company has not granted any loans ard advances on the basis of security by way of pledge of shares, debentures and other securities, therefore, paragraph 4(xii) of the Order is not applicable.
(xiii) The company is not a chit fund or a nidhi/mutual benefit fund/society, therefore, paragraph 4 (xiii) of the Order is not applicable to the company.
(xiy) The company is not dealing in or rading in shares, securities, debertures and other investments, therefore, paragraph 4(xiv) of the Order is not applicable to the company.
(xv) According to the information and explanations given to us, the company has not given any guarantees for loans taken by others from banks or financial institutions.
(xvi) In our opinion, the term loans have been applied for the purpose for which they were raised.
(xvii) According to the information and explanations given to us and on an overall examination of the balance sheet of the company, we report that no funds raised on short-term basis have been used for long-term investment.
(xyiii) The company has not made preferential allotment of shares to parties and companies covered in the register maintained under section 301 of the Act, therefore paragraph 4(xviii) of the Order is tiot applicable.
(xix) The company has not issued any debentures during the year; therefore paragraph 4 (xix) of the Order is not applicable.
(xx) The company has not raised money by way of a public issue during the year, thenefore paragriaph $4(\mathrm{xx})$ of the Order is not applicable.
(xxi) According to the information and explanations given to us, no fraud on or by the company has been noticed or reported during the course of the audit.

Place: New Delhi
Date: $24^{\text {tid }}$ July 2012

For Avdhesh Bansal \& Co. Chartered Accountants FRN-023689N

(CA. Nand Kishore Bansal)
Partner
M. No. 81076

| $\because$ | $\because$ | "CC" p 175 |
| :--- | :--- | :--- |
| $\because$ | $\because$ |  |

$\frac{\text { Worlds window Impex India Private Limited }}{\text { Balance Sheetarat }}$

EqUITY AND LiABLITHES

## SHAREHOLDEES'FURDS

Share Capitai $\quad 2$
Reserves and Surphas 3

SHARE APPLICATTON MGREY PENDING ALLOTMENT

| $4,73,85,300$ | $4,73,85,300$ |
| ---: | ---: |
| $\mathbf{1 , 5 9 , 5 0 , 3 9 , 0 4 0}$ | $1,45,56,14,317$ |
| $\mathbf{1 , 6 4 , 3 4 , 2 4 , 3 4 0}$ | $\mathbf{1 , 5 0 , 2 9 , 9 9 6 1 7}$ |

The share application money of Rs. $25,44,00,000 j$ - was received by the company during the year from M/s. Internationai Meral and Steel BV. Holland. Agairst the said amount the company proposes to issue $5,35,578$ equity shares of Rs. $10 /$ each at a premium of Rs. $465 /$ - per share tentatively. The said suares shall be allotted on or before 26 th September, 2012

NON-CURRENT LIABILITIES
Longrterm borrowings
Long-teren provision
$25,44,00,000$

CURRENT LIABIEITIES
Short-term berrowings
Trade Payable
Other current liabilites
Shot-term provisions

| 4 | $74,92,13,269$ | $56,99,27,908$ |
| ---: | ---: | ---: |
| 6 | $1,91,14,52,671$ | $1,77,14,32,885$ |
| 7 | $14,04,80,442$ | $14,17,30,856$ |
| 5 | $5,75,48,808$ | $5,48,91,048$ |
|  | $2,85,86,95,190$ | $2,53,79,82,698$ |
|  | $4,96,88,64,221$ | $4,15,87,83,042$ |
|  |  |  |

ASSETS
NON-CURRENT ASSETS
Fixed assets
Tangible assets
Intangible assets

Non-currént nivestments
Deferred tax assets(net)
Long-tem loans and advances


CURRENT ASSETS

| Current investments |  | $27,85,29,501$ | $9,64,42,187$ |  |
| :--- | ---: | ---: | ---: | ---: |
| Trade recelvables | 12 | $3,27,07,75,493$ | $2,79,48,13,702$ |  |
| Cash and Cash equivalents | 13 | $37,80,39,009$ | $33,72,02,187$ |  |
| Short-term loans and advances | 11 | $\mathbf{7 0 , 7 4 , 3 5 , 1 3 1}$ | $\mathbf{1 7 , 6 7 , 6 8 , 8 2 8}$ |  |
|  |  | $4,63,47,79,134$ | $\mathbf{3 , 4 0 , 5 2 , 2 6 , 9 0 5}$ |  |
|  |  |  | $4,96,88,64,221$ | $4,15,87,83,042$ |
|  |  |  |  |  |




Worlds Window Imper India Private Limited


Expenses

| Purchase of Goods | 16 | $10,73,70,30,576$ | $8,76,53,45,773,0$ |
| :--- | ---: | ---: | ---: |
| Increase / (Decrease) in Stocks | 17 | $1,41,05,544$ | $4,05,14,248,6$ |
| Employee benefit expenses | 18 | $6,06,38,061$ | $4,07,74,210.0$ |
| Other Expenses | 19 | $7,83,98,349$ | $4,69,93,965$ |
| Provision for doubtful debts |  | $\mathbf{7 , 1 8 , 7 2 3}$ | - |
| Total (B) |  | $\mathbf{1 0 , 8 9 , 0 8 , 9 1 , 2 5 3}$ | $\mathbf{8 , 8 9 , 3 6 , 2 8 , 1 9 6}$ |
| Earnings before Interest, tax depreciation and |  |  |  |
| amortization (EBITDA) (A)-(B) |  | $\mathbf{3 8 , 8 7 , 7 2 , 5 3 7}$ | $\mathbf{3 8 , 5 8 , 9 6 , 0 9 6}$ |



## EARNING PER EQUITY SHARE

Equity shares of per Value Rs, 10 - each

| Basic | 29.63 | 23.16 |
| :--- | :--- | :--- |
| Diluted |  |  |

Number of shares used in computing per share Basic

47,38,530
47,38,530 Diluted

Notes 1 to 39 form an integral part of the financial statements
As per our report attached
For Avdhesh Banal \& Co.
Chartered Accountants



Director





Notes I. to 39 for an lateral part of the financial statements
As per our report attached


Place: New Delhi
Date 24th July 2012


## WORLDS WINDOW GYRE INA PRIVATE LIMITED

## NOTES ON ACCOUNTS FOR THE YEAR ENDED $31^{\text {ST }}$ MARCH 2012

## 1. SIGN胃LCANTT ACCOUNTING POLICEES

## i) Basis of Accounting

The accounts of the company are prepared under the historical cost convention on accrual basis and in accordance with applicable mandatory Accounting Standards and relevant disclosure requirements of the Companies Act, 1956.
ii) Fixed Assets \& Depreciation

Fixed Assets are stated at cost less depreciation. The cost includes interest paid in respect of funds borrowed for acquisition of an asset for extension of existing business which is calculated for the period from the date of borrowing till the date on which such asset was first put to use. The depreciation is charged on straight-line method at the rates prescribed under Schedule -XIV of the Companies Act-1956. Further the depreciation on assets costing up to Rs. $5000 /$ - each is charged @100\% after keeping the residual value of Rupee one,
iii) Inventories

Inventories have been valued at lower of cost or net realisable value.
iv) Foreign Exchange Transaction

Transactions in foreign currency are recorded at the rates prevailing at the time of the transaction. Foreign currency transactions remaining unsettled at the end of the year are translated at year-end rate. Gains or losses on foreign currency transactions are treated as revenue incomelexpenditure.
v) Retirement Benefits

Retirement benefits towards Gratuity and Leave encashment dues are accounted for on accrual method of accounting. The company has taken policy for payment of gratuity from Life Tísurance Corporation of India
vi) Investments

Long Term \& Strategic Investments are stated at cost unless the aggregate fall in the values thereof is material and other than temporary.
vii) Provision for Current and Deferred Tax

Provision for current tax is made after taking into consideration benefits admissible under the provisions of the Income- tax Act, 1961. Deferred tax resulting from "timing difference" between book and taxable profit is accounted for using the tax rates and laws that have been enacted or substantively enacted as on the balance sheet date. The deferred tax asset is recognised and carried forward only to the extent that there is a reasonable certainty that the asset will be realised in future.
viii) Claims

The claims are accounted for on acceptance by the party.


$x$


| 4 Lodgtarm harrowings | Amountre Rs. |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Pertueilats | Hon-current partion |  | Cinrentmaturites |  |
|  | 3ist Mardi2012 | 3ystMartizes1. | 31 st Maxch 2012 | $31 \mathrm{tctuarcti2011}$ |
| SECJRED LOANS |  |  |  |  |
| Term Loans againsthypothecadion of Vehicles |  |  |  |  |
| HDFCEEank $i$ imited | - | 24,93,850 | 71:610 | 78,15;529 |
| leich jenklimited | 10,07,596 | 1,96,043 | 3,38,927 | 4,45,774 |
| dins Bank Limited | 5,79,101 | - | 1,35909 | - |
| Kotak Matalndza Bank Lomikit | $8,24,625$ | 29,20,697 | 2,03,765 | 72,25 , 758 |
| Tata Copstal Limitud | 43,22,919 | - | 10,92,513 | $\cdots$ |
| tellainioc Captal Timilied | 9,69,457 | 58,60101 | 6,39,026 | 1,75,97,185 |
| Total | 77,07,798 | 1,14,70,699 | 24,01;750 | 3,30,54,256 |
| UNSECUREO LOANS |  |  |  |  |
| Eromorier | 19,44,57,581 | 10,53,21,616 | 5,33;35,301 | 4,61,25,251 |
| From Barks | 86,74,930 | - | 2,61;99317 | 3,50,51,826 |
|  | 20,31,32,511 | 10, 3 3,21, 616 | 7,94,94,619 | 8,19,76,977 |
| Antount disclosed under the head "Othericurtentlabifides" (Note 6) | - - | - ${ }^{+}$ | -8,18,96,368 | -11,50,31,223 |
| Total | 21,0885,509 | 11,67,92,315 | $\cdots$ | - |



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. आ, %
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"C̣C" p 180
Workds Windew In:pex India Pri. Litu.
$\therefore{ }^{\circ} 5$ PRETViSGONS


4 SHORT-TRRM BORROVZNCS




WORLDS WINDOW IMPEX INDIA PRIVATE LIMITED

| Description of Assets | $\underset{(\%)}{\text { Rate of Dap. }}$ | $\begin{gathered} \text { Ag at: } \\ 01.04 .2011 \end{gathered}$ | GROSSAdditions <br> dutring the <br> Year | Deductions curing the Yeur. | $\begin{gathered} \text { As at } \\ 31,03,2012 \end{gathered}$ | DEPRECCRTION |  |  |  | NET BLO:K |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  | Up to 02.04 .2011 | the Perlad | Adiustmant | $\begin{aligned} & \text { Up to } \\ & 31.03: 2012 \end{aligned}$ | $\underset{31.03 .2012}{\text { As at }}$ |  |
| Land |  | 3,29,02, 812 |  | 8,19,666 | 3,10, 88, 146 |  |  |  |  |  |  |
| Cancidevelopmènt expend |  |  |  |  |  |  |  |  |  | 3,10,88,146 | 3.19,00, 812 |
| Shaterapment expend |  | 23,14,057 |  |  | 23,14,057 |  |  |  |  | 23,14,057 | 2 |
| Eullioin | 1.63 | 12,00,000 |  |  | 81,00,009 |  |  |  |  |  |  |
| Offlce Equipments. | 4.75 | 10.1720 |  |  | 81,00,009 | 6,35,192 | 1,32,030 |  | 7,67, 221 | 73,32,779 | $74,6 \times 8089$ |
|  |  | 40,61,729 | 3,47,678 | - | 44,09,407 | 11,09,508 | 2,22,049 |  | 13,31,557 | 30,77,850 |  |
| Computers | 16.21 | 52,92, 201 | 16,33,694 |  | 69,25,795 |  |  |  |  |  |  |
| Eumiciure a flxares | 6.33 |  |  |  | 6, $2,2,495$ | 27.1,239 | 8,76,332 | - | 36,27,566 | $32,98,239$ | 25,45,967 |
| - |  | 17,07,909. | 35,700 | - | 17,43,609 | 3,78,589 | 1,06,858 |  | 6,85,447 | 20,58,162 | 11, 25,320 |
| Trucks | 26.21 | 29,60,95,061 |  | - | 29,60,95,06i | 28,89,47,012 | 38,50,767 |  |  |  |  |
| Cars | 9.50 | 2,05,67,472 | 1,20,00,607 | 28,52,224 | 189238 |  |  |  | 29,27x 27.779 | 32,97,232. | 7, 445009 |
| coot |  |  |  |  | 1, $89,23,8000$ | 42,89,699 | 14,78,656 | 15,60,2033. | 42,08,062 | 1, 57, 25,296 | 62, 27.278 |
|  | 9.30 | 6,90,989 | 44,042 | - | 7,35,022 | 3,17,421 | 68,446 |  | 3,85,867 | 3,49,155 | 3,72,559 |
|  |  | 36,07, 37, 2126 | 1,43,69,721 | 37,71,890; | 37,13;34,957 |  |  |  |  |  |  |
| Aramplige Assels-SAP | 16.21 | 35,84,750. | 79,02;538 |  | -1,14,87,288 | 29, | 6,97,012 | 15, 50,293 | 30,38,03,499. | 6,75,31,457 | 6,21,08,4721 |
|  |  | 36,43,24,876. | 2,22,72,259 | 37,72,880 | 38,28;22,245 | 20,88, $28,654,001$ | 74, 32,150 | 15, 0002393 | 30, $05,000,512$ | 7, $7,03,21,21,733$ | 6,59,49,2222 |
| Proylous Year's Total |  | 35,38,60,898. | 2094,80; 989 | 20,0001 | 36,43,21,975 | 25,91,50,882 | 3,94,69,503 | 1.832 | $20.89,28.653$ | 56,93222 |  |

$$
\begin{aligned}
& 3+1 \\
& 4+1
\end{aligned}
$$

awortis window fmpox India pro. Ltd.
.. ${ }^{\text {. NON CURRENT INYESTMENTS }}$

| Particutas | As Ct |  |
| :---: | :---: | :---: |
|  |  |  |
| Tirade investments [ valued at cest unless siated wtherwisod <br> inguoted equity instrampents <br> Inviestmente in subsidiaries |  |  |
|  |  |  |
|  | 6,48,322 | 6,48,322 |
| 4 4. <br>  | 53,000 | E1\%00 |
| fully pald up | 95000 | 95,000 |
| 9500. iprevicus Year 9500] Equiky Sharen of Yastu Star Trading Privata Limitad of Rs.10/. each Filly paláa up |  |  |
|  | 95,000 | 95300 |
| Limilied ofRs.10/-eich filly wald up | 480,98,000 | 4,80,73,900 |
|  |  |  |
|  pald up | 99,000 99,000 | 99,080 |
|  | 99,00 | 98903 |
| yad to <br>  | 99, man | 99,000 |
| toill p pald up | 99,000 | 99009 |
|  | 99,9\%0 | 99,480 |
|  |  | 9 |
| 2,409,999 IProviovin YBar 9,999$]$ Equity Stares af Worlds Window : matidup |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Private-Limulted of Real / e each fulty paid up | 99,990 | 99,990 |
|  | $10,54,95,800$ | 105495000 |
|  |  |  |
|  |  |  |
| follyp paid up. | 99890 | - |
|  |  |  |
|  | 99,990 | - |
|  |  |  |
|  |  |  |
| 1;00,00: (Previous YearNif Equity Shares of (10) |  |  |
|  | $\begin{array}{r}\text { 4,19,045 } \\ \hline 99.900\end{array}$ | * |
|  |  |  |
| Inyestments fiesstoclates 5 |  |  |
|  |  |  |
| suly paduy <br> 316090 thicur Yar 160001 | 60,00,000 | 60,00,000 |
|  |  |  |
| : . .. |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | 5,00,000 | 5,00,000 |
|  | - | 3,00,000 |
|  29.57 Pai Vnalt) | 4,00,000 | 4,00,000 |
| : | 20,00,000 | 23000000 |
| Aifgregate amimoint of anquoted investasents | 23,55;48,257 |  |

Woridus Whndow impex inda Pyt. Ltd.

|  |  | Anomint in Rs, |  |
| :---: | :---: | :---: | :---: |
| Pationtars |  | As at |  |
|  |  | 315 March 2012 | 31st March 2011 |
| Deferred tox assets |  |  |  |
| Fixed assets |  | 26,06,698 | 53,87,392 |
| Leave Encashment |  | 5095,226 | 53,849 |
| Provision for doubtit debse |  | 2,33,183 | - |
| Cross meforred toy assets |  | 32,35,213 | 54,41,232 |
| Deferred tax Lablides |  |  |  |
| Gross deferred liabilty |  | - | - |
| Nee Dererred Tax Asset/tiabilities | . | 32, 3 5,113 | 54,41,232 |

## 11 LOANS.AND ADYANCES

Atnoumtln Rs,

| Particular | Non-Gurzertit |  | Current |  |
| :---: | :---: | :---: | :---: | :---: |
|  | 31stMarch 2012 | 31stMarcti 2011 | 318x Marchi 2012 | 31sturaech 2011 |
| Unsëcured and conistered giod |  |  |  |  |
| Security Depost | 8556,300 | 10,52,488 | - | 30,83,953 |
|  | 25,56;30.ti | 10,52,488 |  | 30,63,953 |
|  tities suhsidiarty) | 1,44,23,684 | 45,02;91,038 | 52,10,53,317 | 3,77,23,661 |
| Others |  | . 1 |  |  |
| Prepald expenses | - | - | 1,70;22,569 | 1.02, 41.116 |
| Fior supply of goods and rendering of services | - | - | 11,03,16,950 | 6,11,69,374 |
| Wetilitoddingand other tuxes recelvable | - | - | 77,04,330 | 73,32,193 |
| Others (Advances rectwemble in Cashe or in kind ar for vaiue to be rectived) | - - | - | 2,55;05,592 | 4.48.89.59, |
|  | 14933694 | 45,42,9,033 | 69,96002668 | 16,13,55,242 |
|  | - | - . | 151,79,406 | 1,02,85,759 |
|  |  |  |  |  |
| Salary advancos includlag Imprest | - | - | 16,53,057 | 20,43,675 |
|  | - | - | 1,79,32,463 | 123,29, 敉 |
|  | 1,69,79,984. | 45,13,43,451 | 70,74,35;131 | 27657,68,828 |

12 TRADE REGEJVABLAS UNSECURED COMSIDERBD GOOD UNLESS OTHELULSESTATRD

|  | Amountje:Rs. |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Partionlars | Non-Guirront |  | Current |  |
|  | Sftumarction | 31 st March 2011 | 31st. March 2012 | 32 tc Warchit 2011 |
| Dehtars olitsmuding For a pritod exceedi |  |  | 16,53,75,393 | 886,60,499 |
| Considered doubtur. | - | - | 7,18,723 | - |
| L.ess Prowision for doubifil debs | $\checkmark$ | - | 7,78,723 | $=$ |
|  | * | - | 16,53,75,303 | 88660499 |
| Qther dehts |  |  |  |  |
| Itasecured |  |  |  |  |
| Copsidered Goiod | - | * | 3,10,54,06,116 | 2,70,61,53,203 |
| Consififered doututiod | $\checkmark$ | - | - | $\dagger$ |
|  | . | - | 3,10,54,00,110 | 2,70,61.53,203. |
|  | - | - | 3,10,54,00;110 | 270,61,53,203 |
| Netmebiors | $\stackrel{\sim}{4}$ | - | 3,27,07,35;493 | 2,79,48,13,702 |

## Prowbon for toublifel dehts


 the dues to pars or full:


Wcitics Wintow impex nadiz fun hid.


Werids Windewimpex India put. Lixi.
is Furch*ats of Steck-in-Trade





*) Expenditure in forergn ourrency.




$-2$


| Paiticulars | Subitilary Company | AParwershfo Finm which the company is potiner | Kay Natiagemontrintonnalis their colatives: | Other Enterprise over witieh Prificons referred bo th (lili) abowe fishanc able to exerclso: :ifgmithant Influenct | (Amonat in leess). |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Purchases | - 8 | 0 | $\begin{array}{r} 85.62 \\ (71.54) \end{array}$ | (-9) | 55,62 (71.94) |
| Cost of Samicies | $\frac{(534 ; 41)}{50,311}$ | (3) | - | $1,712.13$ (1;089 | $\begin{array}{r} 1.712 .13 \\ (1,292.87) \end{array}$ |
| Lenge Inicame | (50,03) | (1) | c) |  | $\begin{array}{r}60.91 \\ \hline 55.42)^{3} \\ \hline\end{array}$ |
| Salteb. | (0.05 $0^{-(5)}$ | (-1) | 0 | 8539] | 85,33 $(25 ; 39)$ |
| Oudstandre Racoivatio. | $\begin{array}{r} 0,05 \\ 6,280,80 \end{array}$ | t | (6) | 4.89 |  |
| Culskinding Payafe |  | H | (2) | $136: 58$ $(49.35)$ | 0.947 .43 $(6,910.49)$ |
| Note: Figurea in oractets relafeg to pievious year. |  | H. |  | (16.58) | $\begin{array}{r} 900.68 \\ (907,28) \end{array}$ |
| 25 Lewses Trantaction $\$$ - AS-49 |  |  |  |  |  |
| Dalails of assels given-iinter operatiog lėese ere as under. - : |  |  |  |  |  |





| E. | Paticulatis | (Ampurt in Rs.) |  |
| :---: | :---: | :---: | :---: |
|  |  | Curment Year | Prevfnul Year |
|  | TMel Froft nter tax to per profi and loss accoupl | 31.0359092 | 31.03 2011 |
| b) |  | 14,04, 24,723 | 10,07,43,933 |
| 8) | Welghed Average nimber or equity sh ares outsuanding | 14,04,24,728) |  |
| d) |  | 47, 3\% 5,55] | 47,38,530 |
| e) | Nommat Value of Stary | 29:63] | 23.10 |
|  |  | Fa. 10\% each | Rs 10¢ eath |

28 Accounting for Tasees on licomar his- 22

| \$ Nat. | Dinme of Hom | $\begin{aligned} & \hline \text { Defantied Jax } \\ & \text { (Asseby } \\ & \text { Liablity on } \\ & \text { 34.00:11 } \end{aligned}$ | Deforred Tax forthie Year | Deferred Jax (Assech <br> 13ablity on 31.03.12 |
| :---: | :---: | :---: | :---: | :---: |
| b) | Loake Encsisiment. | (53.87) | 27.81 | (26.07) |
| c). | Prousion for uatbitit debis | (0.54) | [3,415 | (3,25) |
| Totas |  |  | (2,93) | (2,33) |
|  |  |  | 2006 | (32.3is) |


| $\left\{\begin{array}{l} \text { 29 (A) } \\ \text { (a) } \end{array}\right.$ | The debitats finelude the following: | Arsorne (Amourt in Lacs) |  |
| :---: | :---: | :---: | :---: |
|  |  | Ambunk: Outstand ting at thic close of fre yatr | Waxamim Elalance outstranding at anytime during the yoar |
| (\$). | Ouditom Privalo Lmited Companies in utioh giy drietork | $\begin{array}{r} 6,48 \\ \{88.45\} \end{array}$ | $\begin{array}{r} 438.42 \\ :(515.88) \end{array}$ |
| (c) |  | 73.33 | - |
| 28 (8) | Thit advancie mectude the followipigs:- | Criuncoun | 97728 $(260.00)$ |
| (a) |  | Anciunt Cuteranding at the elosis of the yoar |  timetdurang the your |
| (a) | Due frain Diraitors | $\begin{array}{r} 5,300,20 \\ \{4,8 B D, 45\} \\ \hline \end{array}$ | $5,783,14$ $\{9,27,48\}$ |
|  |  | $\begin{gathered} 2000 \\ 44.78, \end{gathered}$ | 4778 4.784 |









 met here is no liablly on account of Gratiaty payable io Employess by the Compariy.


s. per our raport anectiod or Avilhern Bansal \& Ca . herlered Ancountarits.

$\because-$
$\because$
Note:-
1-Quent
2- Sales for the year Includes 29.380 MT being sales refurn durthg the year taken as salas retum in earlier year previous year
Ting year taken as soles retum in eanier yoar



"CC" p 190

## WORLDS WINDOW IMPEX ENDIA PFIVATE LMMIED

Segment Reporting AS - 17
Annexure 2
Besiness Segment information

| Curent farar : 2016.12 |  |  | Amepuit Rs. |  |
| :---: | :---: | :---: | :---: | :---: |
| Partitulars | Lease | Trading | $C$ Crporate Oltiners | Total |
| Segment fixed Assets | 1,57,15,798 | 6,26,05,935 | - | 7,83,21,733 |
|  |  |  |  |  |
| Sepment Other assets | - | 3,78,40,36,281 | - | 3,78,40,36,281 |
| Hhallocate Corporate Assets | - | - | 1,10,65,05,207 | 1,10,65,06,207 |
| Total Assets | 1,57,15,793 | 3,84,68,42,210 |  |  |
|  | 1,67,15,796 | 3,84,68,42,210 | 1,10,65,05,207 | 4,96,88,64,2\%1 |
| Segment Liabilities | - | 3,01,40,88,433 | - | 3,01,40,88,433 |
| Linallocated Corporate tiablities's | . | - | 1,95,47,75,789 | 1,95,47,73,788 |
|  |  |  |  |  |
| Total L Latalities | - | 3,01, $00,88,433$ | 1,95,47, 75,7888 | 4,96, $88,64,221$ |
| Segroent Reverue |  |  |  |  |
|  | 95,33,332 | 11,27,08,81,445 | - | 11,27,95,14,77, |
| Other Income | - | 1,49,013 | - | 1,49,013 |
|  |  |  |  |  |
| Total Segment Revenue | 85,33,332 | 11,27,41, 30,458: |  | 11,27,96,63,790 |
| Segment Resuh | 43.25270 | 11,28,79:063370 |  | 1127 2231640 |
|  |  | 1,20,20 | - | 11,27,22,31,640 |
| Corporate Expenses | 32,38;523 | 10,88,26,02,730 | - | 10, 89,$08 ; 91,253$ |
| triterest Expenser | . | 15.65,96.227 |  |  |
|  |  | 15,05,96,222 |  | 15,55,96,222 |
| Profit Epfore Tax | 10,36,747 | 2; 37,07,418 | - | 22,47,44,168 |
| Incorne 1 Wealth 7 ax/Feit Expenses/ (credit) | - | 8,43;13,442 | - | 8,43,19442 |
|  |  |  |  |  |
| Profitifter Tax | - | - | - | 14,04,24,723 |
| Other fintormation: |  |  |  |  |
| - - |  |  |  |  |
| Depreciation on identified segmemtassets | 42,08,062. | 32,24,088 |  | 74,32,150: |
| Aftortisation of caplitised exnenses |  | $\cdots$ |  |  |
| Amomsation of caplafsed expenses | - |  | - |  |



INDIAN INCOME TAX RETURN VERIFICATION FORM
Where the data of the Return of Income in Benefits in Form (ITR-1 (SAHAJ), ITR-2, ITR-3. ITR-4, ITR-4S (SUGAM), ITR-5, ITR-6 transmitted electronically without digital signaturel . (Please see Rule 12 of the Inceme-tax Rules, 1962)

solemnly declare to the best of my knowledge and belief, the information given in the return and the schedules thereto which bave been transmitted electronically by me vide acknowledgement number mentioned above is correct and complete and that the amount of total income/ fringe benefits and other particulars shown therein are truly stated and are in accordance with the provisions of the Income-tax Act, 1961, in respect of income and fringe benefits chargeable to income-tax for the previous year relevant to the assessment year 2012-13. I further declare that 1 am making this return in my capacity as and I am also competent to make this return and verify it.
Sign here D Date 29-09-2012 Place NEW DELHI


Please furnish Form IIR-V to "Income Tax Department - CPC, Post Bag No - 1, Electronic City Post Office, Bengaluru - 560100 ,
Karnataka", by ORDINARY POST OR SPEED POST ONLY Karnataka", by ORDINARY POST OR SPEED POST ONLY, within 120 days from date of transmitting the data electronically. Form ITR-V shall not be received in any other office of the Income-tax Department or in any other manner. The receipt of this ITR-V at ITD-CPC will be sent to you at e-mail address manoj.accounts@worldswindow.cc

Page 1

FA

| PIYOOSH GOYAL |  |  |  |  |  |  | SCHEDULE-3 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| DETALLS OF FIXED ASSETS |  |  |  |  |  |  |  |  |  |  |  |
|  | DESCRIPTION OF ASSETS | ATE OF DEPRECLATIC | W.D.V.AS ON |  |  |  |  |  | TOTAL AS ON31.03 .12 | DEPRN. FOR THE YEAR |  |
| SRNO. |  |  |  |  |  |  |  |  | W.D.V.AS ON |  |
| 1 | LAND |  |  | AMOUNTRS. | PURCHASE | TOUSE | AMOUNT RS. | date of SALE |  |  |
| 3 | CAPITAL WORK IN PROGRESS |  | 41,551.46 | - | - | . | - |  | 11,107,008.00 |  | 11,107.008.00 |
|  | CATML Whal |  |  | 2,597,492.00 |  |  |  |  | 41.551.46 | - | 41,551.46 |
|  |  |  |  |  |  |  |  |  |  |  | 2,597,492.00 |
|  |  |  |  |  |  |  |  |  |  |  | 13,746,051.46 |

## 2. Investment in Life Insurance Policy

$\begin{array}{ll}\text { ICICI PRUDENTIAL LIFE INSURANCE CO. } & 75.000 .00 \\ \text { KOTAK LIFE INSURANCE }\end{array}$
KOTAK LIFE INSURANCE
4,923,086.50
KOTAK MAHINDRA LIFE INSURANCE
2,200,546.00
LIFE INSURANCE CORPN
$43,296,367.50$
LIFE INSURANCE-VEDANSH (KOTAK)
METLIFE INDIA INSURANCE CO.PVT.LTD
4.999.982.00
$\begin{array}{ll}\text { SBI LIFE INSURANCE CO. LTD } & 4,999.982 .00\end{array}$
$\begin{array}{lr}\text { ULIP-SBI LIFE INSURANCE CO. LTD. } & 2,750,000.00 \\ & 150,000.00\end{array}$
HDFC SLIC
700,000.00
3. Balance of Capital Account in Partnership Firm

| INVESTMENT-ALSTRONG ENTERPRISES | $(16.841,719.27)$ |
| :--- | ---: |
| INVESTMENT-ALUBOND ENTERPRISES | $538,017.00$ |
| Investment -M V Enterprises | $15,413.086 .00$ |
| INVESTMENT IN ALSTRONG INTERNATIONAL | $(12,001,185.00)$ |
| Other Investments |  |

INVESTMENT-ICICI MF(FUSION)
$200,000.00$
P.P.F.A/C.

1,204,182.95
PROVIDENT FUND
$1,756,800.00$
Share Application Money of VALLEY VIEW INFRASTRUCTURE
PVT. LTD pending allotment.
4.350,000.00

INTEREST PAID ON INVESTMENT
4,419,023.00

## SCHEDULE-7

TDS RECEIVABLE
TDS RECEIVABLE-09-10
TDS RECIVABLE (2010-11)
TDS RECIVABLE (2011-12)

569,600.00 484,600.00 483,556.00 $1,537,756.00$

## SCHEDULE - 5

| LOANS AND ADVANCES |  |
| :--- | ---: |
| Anil Goswami | $4,500,000.00$ |
| PRITAM SINGH CHAUHAN | $601,200.00$ |
| RENU GOYAL | $1,544,201.00$ |
| SANJAY JHA | $200,000.00$ |
| Remuneration Receivable | $194,600.00$ |
| DRAVEEN TRADING PRIVATE LIMITED | $31,508.00$ |
| VIJAY \& BROTHERS | 500.000 .00 |
| WORLOS WINDOW IMPEX INDIA PVT. LTO | $22,597.76$ |
| BUSINESS PARK TOWN PLANNER | $4,159,327.00$ |
| Security Deposit-Noida Water | $3,000.00$ |
| SECURITY DEPOSIT- AIRTEL | $5,000.00$ |
|  |  |
|  |  |

SCHEDULE-6
INVESTMENT

## 1. Investment in Equity Shares.

4899 Equity shares of MAGNIFICO TRADERS PRIVATE
LIMITED of Rs.10/- each fully paid up.
499950 Equity shares of ALSTRONG ENTERPRISES
INDIA PRIVATE LIMITED of Rs. 10/- each fully paid up.
48,990.00

1 share @ 150000 per AED o IMR GENERAL TRADINGFUJAIRAH

| 100 Equity Shares of Alstrong ACP MFG I.P Ltd of Rs. 10/- |  |
| :--- | :--- |
| each fully paid up |  |
| 100 Equity Shares of Alubond ACP I.P. Ltd of Rs.10/- | $1,000.00$ |
| each fully paid up |  |

4,99,432 Equity Shares of Manglam Apartments Ltd of
Rs.2/- each fully paid up
998,864.00
$5,00,000$ Equity Shares of Maple Logistics Pvt Ltd of
Rs.10/- each fully paid uo
300 Equity Shares of Shree G Developers Pvt Ltd.of
Rs. $10 /$ - each fully paid up
300 Equity Shares of Vedansh Infrastructure Put Ltd. of Rs.10/- each fully paid up
$3,000.00$
31,907 Equity Shares of Wone Management Systems
Pvt Ltd of Rs. 10/- each fully paid up and premium of Rs.
96,80,920/-
9,999;990,00
1 Equity Shares of Worlds Window Holding Pvt Ltd of Rs.10/- each fully paid uo
1 Equity Shares of Worlds Window Trading Put Ltd of
Rs.10/- each fully paid up
1 Equity Shares of Worlds Window Estate Pvt Ltd of Rs.10/- each fully paid up
10.00

1 Equity Shares of Worids Window Exim Pvt Ltd of Rs.10/- each fully paid up
40 Equity Shares of Worlds Window infrastructure and Logistics Put Ltd of Rs. $10 /$ - each fully paid up
$4,000.00$
9999 Equity Shares of Daveen Trading Pvt Ltd of Rs.10/each fully paid up
$99,990.00$
100 Equity Shares of Worlds Window Wardha
infrastructure and Logistics Put Ltd of Rs. 10 /- each fully
$1,000,00$
$20,50,100$ Equity Shares of GGEPL(Worlds Window
Impex India Pvt Ltd of Rs.10/- each fully paid up

INVESTMENT IN SHARE

## SRF

13,720.00
IFCI
SURAJ DIAMOND
ESSAR STEEL

VASUDHAMAA RESOURCES PTE. LTD.

Incorporated in the Republic of Singapore
Company Registration No. 201100949G

FINANCIAL STATEMENTS FOR THE PERIOD ENDED 31 December 2011

SS LEE PAC
Public Accountants and
Certified Public Accountants

## VASUDHAMAA RESOURCES PTE. LTD.

(Co. Reg. No. 201100949G)
(Incorporated in Singapore)

## CONTENTS



VASUDHAMAA RESOURCES PTE. LTD.<br>(Co. Reg. No. 201100949G)<br>(Incorporated in Singapore)

## DIRECTORS' REPORT

The directors present their report to the shareholders together with the audited financial statements of the Company for the financial year ended 31 December 2011.

Directors'

The directors in office at the date of this report are:

## Anil Kumar Misra

Subramaniaiyer Narayanan

## Arrangements to enable Directors' to acquire shares and debentures

Neither at the end of nor at any time during the financial year was the Company a party to any arrangement whose object is to enable the Directors of the Company to acquire benefits by means of the acquisition of shares in or debentures of the Company or any other body corporate.

## Directors' interests in shares or debentures

According to the register of Directors' shareholdings kept by the Company for the purposes of Section 164 of the Singapore Companies Act, Chapter 50, none of the Directors who held office at the end of the financial period had any interests in the shares or debentures of the Company and its related corporations except as detailed below:

## Directors' contractual benefits

No directors of the Company has received or become entitled to receive any benefit (other than as disclosed in the financial statements) by reason of a contract made by the Company or a related corporation with the director or with a firm of which directors is a member, or with a company in which he has a substantial financial interest except that certain Directors have contractual relationships with related corporations and have received remunerations in those capacities.

## Share options

There were no share options granted by the Company during the financial year.
There were no shares issued during the financial year by virtue of the exercise of options to take up unissued shares of the Company.

There were no unissued shares under options in the Company as at the end of the financial year.

## VASUDHAMAA RESOURCES PTE. LTD. <br> (Co. Reg. No. 201100949G) <br> (Incorporated in Singapore) <br> DIRECTORS' REPORT

Auditors

The auditors, S S Lee PAC, have expressed their willingness to accept reappointment.

On behalf of the Board of Directors'


Subramaniaiyer Narayanan Director


## VASUDHAMAA RESOURCES PTE. LTD.

(Co. Reg. No. 201100949G)
(Incorporated in Singapore)

## STATEMENT BY DIRECTORS

In the opinion of the Directors, the accompanying statement of financial position, statement of comprehensive income, statement of changes in equity and the statement of cash flow, together with the notes thereon, are drawn up in accordance with and comply with Singapore Financial Reporting Standards so as to give a true and fair view of the state of affairs of the company as at 31 December 2011 and of the results of the business, changes in equity and cash flows of the company for the financial year ended on that date and at the date of this statement there are reasonable grounds to believe that the company will be able to pay its debts as and when they fall due.

On behalf of the Board of Directors'


# INDEPENDENT AUDITORS' REPORT TO THE MEMBERS OF VASUDHAMAA RESOURCES PTE. LTD. 

(Co. Reg. No. 201100949G)
(Incorporated in Singapore)

## REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of VASUDHAMAA RESOURCES PTE. LTD. which comprise the statement of financial position as at 31 December 2011, and the statement of comprehensive income, statement of changes in equity and statement of cash flow for the period then ended, and a summary of significant accounting policies and other explanatory notes

Management's Responsibility for the Financial Statements
Management is responsible for the preparation of financial statements that give a true and fair view in accordance with the provisions of the Singapore Companies Act (the "Act") and Singapore Financial Reporting Standards, and for devising and maintaining a system of internal accounting controls sufficient to provide a reasonable assurance that assets are safeguards against loss from unauthorised use or disposition, and that transactions are properly authorised and that they are recorded as necessary to permit the presentation of true and fair profit or loss accounts and balance sheers and to maintain accountability of the assets.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Singapore Standards on Auditing. Those Standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers the internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by Management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

## INDEPENDENT AUDITORS' REPORT TO THE MEMBERS OF VASUDHAMAA RESOURCES RTE. LTD.

(Co. Reg. No. 201100949G)
(Incorporated in Singapore)

## Opinion

In our opinion, the financial statements are properly drawn up in accordance with the provisions of the Act and Singapore Financial Reporting Standards so as to give a true and fair view of the state of affairs of the Company as at 31 DECEMBER 2011, and the results, changes in equity and cash flows of the Company for the financial year ended on that date.

## REPORT ON OTHER LEGAL AND REGULATORY REQUIREMENTS

In our opinion, the accounting and other records required by the Act to be kept by the Company have been properly kept in accordance with the provisions of the Act.

# "CC" p 204 <br> VASUDHAMAA RESOURCES PTE. LTD. 

(Co. Reg. No. 201100949G)
(Incorporated in Singapore)

## STATEMENT OF COMPREHENSIVE INCOME

FOR THE YEAR ENDED 31 DECEMBER 2011


## VASUDHAMAA RESOURCES PTE. LTD.

(Co. Reg. No. 201100949G)
(Incorporated in Singapore)

## STATEMENT OF FINANCIAL POSITION

AS AT 31 DECEMBER 2011


## VASUDHAMAA RESOURCES PTE. LTD.

(Co. Reg. No. 201100949G)
(Incorporated in Singapore)

## STATEMENT OF CHANGES IN EQUITY

## FOR THE YEAR ENDED 31 DECEMBER 2011



VASUDHAMAA RESOURCES PTE. LTD.
(Co. Reg. No. 201100949G)
(Incorporated in Singapore)
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 31 DECEMBER 2011


## VASUDHAMAA RESOURCES PTE. LTD.

## NOTES TO THE FINANCIAL STATEMENTS

## FOR THE YEAR ENDED 31 DECEMBER 2011

These notes form an integral part of and should be read in conjunction with the accompanying financial statements.

## 1 General information

The statement of financial position of VASUDHAMAA RESOURCES PTE. LTD. year ended 31 December 2011 were authorised for issue in accordance with a Directors resolution dated 15 June 2012.

The Company is a private limited company, incorporated and domiciled in Singapore. The Company's registered office is at 101 Cecil Street \#20-11 Tong Eng Building Singapore 069533.The Company's registration number is 201100949G.

The principal activity of the Company is general wholesale trade including general importers and exporters.
2 Summary of significant accounting policies

### 2.1 Basis of preparation

The financial statements of the company have been prepared in accordance with the historical cost convention, except as disclosed in the accounting policies below, and are drawn up in accordance with the provisions of the Singapore Companies Act and Singapore Financial Reporting Standards ("FRS").

In the current financial year, the company has adopted all the new and revised FRS and Interpretations of FRS ("INT FRS") that are relevant to its operations and effective for annual year beginning on or after 10 January 2011. The adoption of these new/revised FRSs and INT FRSs have no material effect on the financial statements except as disclosed below and in the notes to the financial statements.

### 2.2 Revenue recognition

## Sale of services

Revenue from sale of services is recognised upon passage of title to customers, which generally coincide with their acceptance and collectability of the related receivables is reasonably assured.
Financial assets
Financial assets within the scope of FRS 39 are classified as either financial assets at fair value through profit or loss, loans and receivables, held-to-maturity investments or available-for-sale financial assets, as appropriate.

When financial assets are recognised initially, they are measured at fair value, plus, in the case of financial assets not at fair value through profit or loss, directly attributable transaction costs. The Company determines the classification of its financial assets after initial recognition and, where allowed and appropriate, re-evaluates this designation at each financial period end.

## Loans and receivables

These assets are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They arise principally through the provision of goods and services to customers (trade receivables), but also incorporate other types of contractual monetary asset. Loans and receivables are initially recognised at fair value plus transaction costs. They are subsequently carried at amortised cost using the effective interest method less impairment in value. Loans and receivables consist of trade and other receivables, amount due from related parties, cash and cash equivalents

## VASUDHAMAA RESOURCES PTE. LTD.

## NOTES TO THE FINANCIAL STATEMENTS (CONTINUED) <br> FOR THE YEAR ENDED 31 DECEMBER 2011

## 2 Summary of significant accounting policies <br> (continued)

### 2.4 Trade and other receivable

Trade and other receivables, including amounts due from subsidiary companies are classified and accounted for as loans and receivables under FRS 39.

An allowance is made for uncollectible amounts when there is objective evidence that the Company will not be able to collect the debt. Bad debts are written off when identified.

Trade and other receivables are recognised initially at fair value and subsequently measured at amortised cost, where applicable, using the effective interest method, less accumulated impairment in value. An allowance for impairment in value of trade and other receivables is established when there is objective evidence that the Company will not be able to collect all amounts due according to the original terms of the receivables. The allowance is the difference between the asset's carrying amount and the present value of the estimated future cash flows, discounted at the effective interest rate. The allowance for impairment in value is recognised in the income statement.

### 2.5 Cash and cash equivalents

Cash and cash equivalents comprise cash on hand and at bank, deposits with financial institutions, bank overdrafts and highly liquid investments which are readily convertible to known amounts of cash and which are subject to insignificant risk of changes in value. Bank overdrafts are shown within borrowings in current liabilities on the balance sheet.

For the purposes of the statement of cash flows, cash and cash equivalents are shown net of outstanding bank overdrafts which are repayable on demand and which form an integral part of the Company's cash management.

### 2.6 Trade and other payables

Trade and other payables are initially measured at fair value, and are subsequently measured at amortised cost, where applicable, using the effective interest rate method.

### 2.7 Income tax

Income tax for the financial period comprises current and deferred taxes. Income tax is recognised in the income statement except to the extent that it relates to items recognised directly in equity, in which case such income tax is recognised in equity.

Current tax is the expected tax payable on the taxable income for the financial period, using tax rates enacted at the balance sheet date, and any adjustment to income tax payable in respect of previous financial periods.

Deferred tax is provided, using the liability method, on temporary differences between the tax bases of assets and liabilities and their carrying amounts in the financial statements. The amount of deferred tax provided is based on the manner of realisation or settlement of the carrying amount of assets and liabilities, using tax rates enacted at the balance sheet date.

A deferred tax asset is recognised only to the extent that it is probable that future taxable profits will be available against which the asset can be utilised. Deferred tax assets are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

No income tax is charged for the financial year.

## VASUDHAMAA RESOURCES PTE. LTD.

## NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

## FOR THE YEAR ENDED 31 DECEMBER 2011

## 2 Summary of significant accounting policies

(continued)

### 2.8 Currency translation

Functional and presentation currency
Items included in the financial statements of each entity in the Company are measured using the currency of the primary economic environment in which the entity operates ('functional currency'). The financial statements are presented in Singapore Dollar.

### 2.9 Financial liabilities

Financial liabilities include trade payables, other payables, amounts due to related companies and interest bearing loans and borrowings. Financial liabilities are recognised on the balance sheet when, and only when, the Company becomes a party to the contractual provisions of the financial instrument.

Financial liabilities are initially recognised at fair value of consideration received less directly attributable transaction costs and subsequently measured at amortised cost using the effective interest method.

Gains and losses are recognised in the income statement when the liabilities are derecognised as well as through the amortisation process. The liabilities are derecognised when the obligation under the liability is discharged or cancelled or expired.

## Related party

For the purpose of these financial statements, parties are considered to be related to the Company if the Company has the ability, directly or indirectly, to control the party or exercise significant influence over the party in making financial and operating decisions, or vice versa, or where the company and the party are subject to common control or common significant influence. Related parties may be individuals or other entities.
2.11 Accounting estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires the directors to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

## VASUDHAMAA RESOURCES PTE. LTD.

## NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

## FOR THE YEAR ENDED 31 DECEMBER 2011

In the application of the Company's accounting policies, which are described in Note 2, management made judgements, estimates and assumptions about the carrying amounts of assets and liabilities that were not readily apparent from other sources. The estimates and associated assumptions were based on historical experience and other factors that were considered to be reasonable under the circumstances. Actual results may differ from these estimates.

These estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised if the revision affects only that period or in the period of the revision and future periods if the revision affects both current and future periods.

Critical judgements in applying the Company's accounting policies
In the process of applying the Company's accounting policies, the management is of the opinion that there are no critical judgements involved that have a significant effect on the amounts recognised in the financial statements.
(i) Impairment of financial assets

The management follows the guidance of FRS 39 on determining when a financial asset is impaired. This determination requires significant judgement. The management evaluates, among other factors, the duration and extent to which the fair value of a financial asset is less than its cost and the financial health of and near-term business outlook for the financial asset, including factors such as industry and sector performance, changes in technology and operational and financing cash flow.

## Key sources of estimation uncertainty

The key assumptions concerning the future and other key sources of estimation uncertainty at the balance sheet date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities and reported amounts of revenue and expenses within the next financial year are discussed below.
(i) Allowance for doubtful receivables

The provision policy for impairment of receivables of the Company is based on the ageing analysis and management's ongoing evaluation of the recoverability of the outstanding receivables. A considerable amount of judgement is required in assessing the ultimate realisation of these receivables, as discussed in Note 5, including the assessment of the creditworthiness and the past collection history of each customer. If the financial conditions of these customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances may be required. The carrying amounts of the Company's trade and other receivables as at 31 DECEMBER 2011 were $\$ 8,696.00$.
(ii) Income taxes

Significant judgements are involved in determining the provision for income taxes. There are certain transactions and computations for which the ultimate tax determination is uncertain during the ordinary course of business. Where the final tax outcome of these matters differs from the amounts that were initially recognised, such differences will impact the income tax and deferred tax provisions in the financial year in which such determination is made. The carrying amount of the Company's current income tax payable as at 31 DECEMBER 2011 was $\$$ Nil.

## VASUDHAMAA RESOURCES PTE. LTD.

## NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

## FOR THE YEAR ENDED 31 DECEMBER 2011

## 4

## Revenue

Revenue represents the gross invoiced value of services during the year net of returns, discounts and allowances and excludes dividend and interest income.

Profit before income tax is stated after charging:

## Gain on foreign exchange

Other receivables

Other receivables
Prepayment
Other receivables
Total trade and other receivables

The carrying amounts of other receivables approximate their fair values.
All other receivables are denominated in Singapore Dollars.

## 7 Cash and cash equivalents

Cash at bank

Share capital

Issued and fully paid:
25,100 ordinary shares

The holders of ordinary shares are entitled to receive dividends as and when declared by the Company. All ordinary shares carry one vote per share without restrictions.

Ordinary shares of the Company do not have any par value.

## VASUDHAMAA RESOURCES PTE. LTD.

## NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

## FOR THE YEAR ENDED 31 DECEMBER 2011

9 Other payables ..... 2011
Professional fee ..... 2,000

Other payables are approximate their fair values and denominated in Singapore dollars.

The subsidiary is:
Arctos Trading Pte Ltd
Incorporated in South Africa, Percentage: $100 \%$ (10,000 shares)
Cost: S\$ 1,564

FRS and INT FRS not yet adopted
The company has not applied the following standards and interpretations that have been issued but not yet effective:

$$
\begin{array}{ll}
\text { INT FRS } 114 & \text { Prepayments of a Minimum Funding Requirement } \\
\text { INT FRS } 115 & \text { Agreements for the Construction of Real Estate }
\end{array}
$$

The initial application of these Standards, Amendments and Interpretations are not expected to have any material impact on the company's financial statements.

The company has not considered the impact of Financial Reporting Standards issued after the statement of financial position date.

## 12 Financial risk management

The Company is exposed to financial risks arising in the normal course of business. The Company does not hold or issue derivative financial instruments for trading purposes or to hedge against fluctuations in interest and foreign exchange rates.

### 12.1 Credit risk

The Company has a credit policy in place and the exposure to credit risk is monitored on an on going basis.

The Company has no significant concentrations of credit risk. The maximum exposure to credit risk is represented by the carrying amount of each financial asset on the balance sheet.

Interest rate risk
The Company is not exposed to significant interest rate risk.

## VASUDHAMAA RESOURCES PTE. LTD.

## NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

FOR THE YEAR ENDED 31 DECEMBER 2011

## 12 Financial risk management (continue)

12.3 Foreign currency risk

The company's operational activities are carried out in Singapore Dollars, which is the functional currency. There is minimal exposure to risk arising from movements in foreign currencies exchange rates as the company has minimal transactions in foreign currency.

### 12.4 Fair values

The carrying amounts of the financial assets and liabilities at balance sheet date approximate their fair values

Capital risk management policies and objectives

The Company manages its capital to ensure that the Company is able to continue as a going concern and maintains an optimal capital structure so as to maximise shareholder's value.

The Company regards the equity attributable to shareholder as capital. Equity comprises of issued capital and accumulated losses.

The Company's management reviews the capital structure on an annual basis. As part of this review, management considers the cost of capital and the risks associated with each class of capital. Upon review, the Company will balance its overall capital structure through the payment of dividends and new share issues as well as the issue of new debt or the redemption of existing debt, if necessary. The Company's overall strategy remains unchanged from 2011.

The Company is not subjected to any externally imposed capital requirement.

VASUDHAMAA RESOURCES PTE. LTD.

DETAILED TRADING AND PROFIT AND LOSS ACCOUNT
FOR THE YEAR ENDED 31 DECEMBER 2011


THE DETAILED PROFIT AND LOSS ACCOUNT HAS BEEN PREPARED FOR MANAGEMENT PURPOSES ONLY AND DOES NOT FORM PART OF THE AUDITED FINANCIAL STATEMENTS.

## Rs in Crores

| Name of Unit | Alstrong Enterprises India Pvt. Ltd. |
| :---: | :---: |
| Name of Director/Promoter | Mr. Naveen Agarwal, Mr. Arun Kumar |
| Activity | Manufacturing of ACP panels |
| Year | 2012 2011 |
| Net Sales | 86.08 - 62.20 |
| PAT | 10.19 54.92 |
| Cash Accrual | 10.72 55.53 |
| PUC | 2.00 1.94 |
| TOL/TNW | $2.24-2.06$ |
| TOL/ Adjusted TNW | 2.36 2.06 |
| Banking Arrangements | Consortium |
| Name of Other Bankers | SBI and PNB |
| IRAC Status | NA |
| CRA/ERC | NA |
| Dealing with other borrowing companies | Nil |
| Known Adverse Features | Nil |


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| Name of Unit | Worlds Window Impex India Pvt. Ltd. |
| :---: | :---: |
| Name of Director/Promoter | Mr. Piyoosh Goyal, Mr. Naveen Agrawal, Mr. Anil Kumar Misra, Mr. Amit Kalra, Mr. Sunil Kumar Maheshwari |
| Activity | Trading |
| Year | 2012 2011 |
| Net Sales | 1127.96 927.95 |
| PAT | 14.04 |
| Cash Accrual | 14.79 14.92 |
| PUC | 4.74 4.74 |
| TOL/TNW | 1.62 1.77 |
| TOL/ Adjusted TNW | 1.85 2.08 |
| Banking Arrangements | Consortium |
| Name of Other Bankers | SBI, OBC, Dena Bank, SBM , SBT, ICICl |
| IRAC Status | NA |
| CRA/ERC | NA |
| Dealing with other borrowing companies | Nil |
| Known Adverse Features | Nil |

## Comments on Performance

## Sales/Income:

The commercial production started in Vierfontein mine from $1^{\text {st }}$ October 2011 whereas the production in Brakfontein mine has commenced on $15^{\text {th }}$ September 2011. Vierfontein mine is estimated to produce 100,000 MT of coal every month whereas Brakfontein mine is estimated to produce around 80,000 MT per month.
The Production in Brakfontain mine was disrupted due to water issues and wrong blasting of coal seams by the sub-contractor. The Coal was much contaminated with carbonaceous shale and stones. So the mining was only resumed in August 2012.
In 2011 the production was of only 2 months.
Due to the above reasons the sale was only R8.51 Mn for the period ended 31.12.2011. From January 2012 till 31.08.2012 the Vierfontein mine has produced 434,000 tons of coal whereas the Brakfontein mine which restarted production only in August 2012 has produced 25,565 tons in August. The coal is presently being sold locally due to sluggish commodity market worldwide. The coal prices in international market are lowest in last 2 years. However, the domestic market is more stable. The sales upto August 2012 has been 53.42 Mn. The production has since stabilised in both the mines. Brakfontein mine is since producing 50,000 tons per month and Vierfontein mine is producing 75,000 tons per month. However, the production is likely to become 80,000 at Brakfontein and 100,000 tons in Vierfontein by Feb 2013 as projected initially. So from the year 2013 onwards Brakfontein mine will be producing 960,000 tons and Vierfontein shall be producing $1,200,000$ tons every. Unless the international market picks up again which is likely to start picking up from March onwards, the sales shall be mostly local.

The coal mined from Vierfontein mine (Coal with calorific value of 25 MJ ) expected to be sold locally at a rate of R200 per MT. Brakfontein mine has two qualities of coal i.e. (1) Local quality coal with a calorific value of 21 MJ to be sold to local power stations at a rate of R 145 per MT, (2) Export quality coal with a calorific value of 27 plus MJ to be exported to India and European countries at a rate of R 400 per MT.

Sales for the year ending December 2013 is estimated at R 410.77 million and in the subsequent year the same is projected at R311.61 million. Thereafter sales is expected to reduce to R 188.77 million due to the depletion of coal resources at Vierfontein. Territory has submitted that the proposed selling price of various qualities of coal is considered conservatively and based on current market rates.

## Net Profit:

The Company suffered losses during $1^{\text {st }}$ yeses during $1^{\text {st }}$ year i.e. the period ended 31.12.11 mainly due to the problem mentioned above at Brakfontein mine. However the Company is expected to achieve profit of R6.59 million. The projected profitability in 2013 onwards appears reasonable as by end of 2012 the operations at both the mines would be stabilised and the production would be achieved as projected. The mining expenses per MT are considered to be constant and based on actual contracts or market related costs. The cash accruals are sufficient to meet the payment obligations. The profitability is estimated to reduce marginally in the subsequent years due to higher overheads considered in the subsequent years.

## Net Worth:

The Tangible Net Worth of the Company is negative as on 31.12 .11 due to the loss incurred. However the promoters infused sufficient funds as unsecured loan to compensate it. If we consider the unsecured loans which are "Unsecured and have no fixed repayment programme", as quasi equity then the Net worth becomes very strong. The TNW shows increasing trend in subsequent years due to plough back of major portion of profits into business. The Company has proposed dividend of R10 million each in 2014 and 2015. However, Territory has stipulated that Company shall not declare any dividend without the consent of the Bank.

## Current Ratio:

The Current ratio is high / much above the bench mark level of $1.33: 1$ because no current liabilities other than the term loan instalments due in next one year.

## Debt Equity Ratio:

Debt Equity ratio is negative as on 31.12 .11 due to losses incurred by the Company. However, if we treat the unsecured loans from shareholders or associate companies, the ratio improves to 2.07 which is well within the acceptable norms of $3: 1$ as per Loan Policy of the Territory. It shows improvement in the subsequent years due to repayment of Term Loan and plough back of profits.

## DSCR:

The DSCR for 2012 is 2.27 because of the partial year operations and repayment of only one quarterly instalment. It comes down to 1.74 in 2013 and 1.71 in 2014. However, the average DSCR is 1.92 which reflects that sufficient cash is expected to be generated to meet the repayment obligation.
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|  |  |  |  |  |  | "CC" | p 222 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| consolidated |  |  |  |  |  |  |  |  |
|  |  | $31.12 .2011$ | ( Amount in Rand Mn) |  |  |  |  |  |
|  | ASSETS |  | $\begin{array}{\|l\|l\|} \hline 31.12 .2012 & 31.12 .2013 \\ \hline \end{array}$ |  | 31.12.2014 | 31.12.2015 | 31.12.2016 | 31.12.2017 |
|  |  | Draft | Proforma | Proj | Proj | Proj | Proj | Proj |
|  | CURRENT ASSETS |  |  |  |  |  |  |  |
| 26 |  | 13.65 | 13.04 | 2.42 | 44.54 | 56.05 | 74.06 | 68.85 |
|  | Cheques in Hand |  |  |  |  |  |  |  |
| 27 | Investments (other than long term Invt.) |  |  |  |  |  |  |  |
|  | i) Government \& other Trustee Securities |  |  |  |  |  |  |  |
|  | ii) Fixed deposits with bank |  |  |  |  |  |  |  |
|  | iii) Margin Money against L/C |  |  |  |  |  |  |  |
| 28 | i) Sundry Debtors | 2.35 | 2.85 | 39.63 | 40.00 | 40.00 | 40.00 | 40.00 |
|  | ii) Export receivables |  |  | 14.68 | 14.68 | 14.68 | 14.68 | 14.68 |
|  | (incld. BP \& BD by banks) |  |  |  |  |  |  |  |
| 29 | Instalments of deferred receivables |  |  |  |  |  |  |  |
|  | (due with in one year) |  |  |  |  |  |  |  |
| 30 | Inventory: |  |  |  |  |  |  |  |
|  | i) Raw materials (incld. Stores \& other items |  |  |  |  |  |  |  |
|  | used in the process of mfg.) |  |  |  |  |  |  |  |
|  | ii) Stock-in-process |  |  |  |  |  |  |  |
|  | iii) Finished goods/ Store \& Spares | 2.26 | 3.28 | 6.41 | 6.41 | 6.47 | 6.47 | 6.47 |
|  | iv) Other consumable spares |  |  |  |  |  |  |  |
| 31 | Advances to suppliers of raw materials \& | 294.51 | 274.98 | 180.48 | 85.98 | 12.72 |  |  |
|  | stores and spares |  |  |  |  |  |  |  |
| 32 | Advance payment of taxes \& TDS | 7.31 | 2.57 | 18.26 | 11.18 | 6.88 | 14.71 | 18.89 |
| 33 | Other current assets (specify major items) | 2.92 | 3.01 | 5.01 | 7.01 | 10.00 | 15.00 | 15.00 |
| 34 | TOTAL CURRENT ASSETS ( Total of 26 to 33) | 323.00 | 299.73 | 266.90 | 209.81 | 146.80 | 164.92 | 163.89 |
|  | FIXED ASSETS |  |  |  |  |  |  |  |
| 35 | Gross block (land \& building,machinery, | 1.06 | 1.06 | 3.85 | 4.47 | 5.02 | 5.27 | 5.49 |
|  | work-in progress) |  |  |  |  |  |  |  |
| 36 | Depreciation to date | 0.10 | 0.18 | 0.39 | 0.45 | 0.25 | 0.28 | 0.30 |
| 37 |  | 0.96 | 0.88 | 3.47 | 4.02 | 4.77 | 4.99 | 5.19 |
| 37 | OTHER NON-CURRENT ASSETS |  |  |  |  |  |  |  |
| 38 | Investments/book debts/advances/deposits |  |  |  |  |  |  |  |
|  | which are not current assets | 41.61 | 41.61 |  |  |  |  |  |
| i) a) Investments in subsidiary companies/ |  |  |  |  |  |  |  |  |
|  | affiliates |  |  |  | 50.00 | 100.00 | 100.00 | 150.00 |
|  | b) Others |  |  |  | - | 21.95 | 21.95 | 21.95 |
|  | ii) Advances to suppliers of capital goods and |  |  |  |  |  |  |  |
|  | contractors |  |  |  |  |  |  |  |
|  | iii) Deferred receivables |  |  |  |  |  |  |  |
|  | (maturity exceeding one year) |  |  |  |  |  |  |  |
|  | iv) Security Deposit |  |  |  |  |  |  |  |
| 39 | Non-consumables stores \& spares |  |  |  |  |  |  |  |
|  | Sundry Debtors over six months |  |  |  |  |  |  |  |
| 40 | Other non-current assets including dues from directors |  |  |  |  |  |  |  |
| 41 | TOTAL OTHER NON-CURRENT ASSETS | 41.61 |  |  | 50.00 | 121.95 | 121.95 | 171.95 |
| 42 | Intangible assets (patents,goodwill, prelim. expenses, |  |  |  |  | - |  |  |
|  | bad/doubtful debts not provided for ,etc. |  |  |  |  |  |  |  |
| 43 | TOTAL ASSETS (Total of 34,37,41 \& 42) | 365.57 | 300.61 | 270.36 | 263.83 | 273.52 | 291.87 | 341.03 |
|  |  |  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 44 TANGIBLE NET WORTH (24-42) |  | -5.28 | 1.31 | 48.30 | 84.41 | 124.04 | 163.05 | 212.22 |
| 45 | NET WORKING CAPITAL [ (17+24) - $(37+41+42)$ ] | 246.81 | 217.85 | 219.61 | 175.23 | 121.50 | 160.29 | 159.25 |
|  | To tally with (34-10) | 246.81 | 217.85 | 219.62 | 175.23 | 121.50 | 160.28 | 159.25 |
| 46 | Current ratio (Items $34 / 10$ ) | 4.24 | 3.66 | 5.65 | 6.07 | 5.80 | 35.54 | 35.32 |
| 48 | TOL/TNW ( 18 / 44) | -70.24 | 229.13 | 4.60 | 2.13 | 1.21 | 0.79 | 0.61 |
|  | TOL-QE/TNW+QE | 2.07 | 1.40 | 0.57 | 0.26 | 0.10 | 0.02 | 0.01 |
| 4 | Total Adjusted Current Assets | 323.00 | 299.73 | 266.90 | 209.81 | 146.80 | 164.92 | 163.89 |
| 5 | Total Adjusted Current Liabilities | 76.19 | 81.88 | 47.28 | 34.58 | 25.30 | 4.64 | 4.64 |
| 5 | Total Adjusted Outside Liabilities | 370.85 | 299.30 | 222.06 | 179.42 | 149.48 | 128.82 | 128.82 |
|  | Adjusted Current ratio (Items 49 / 50) | 4.24 | 3.66 | 5.65 | 6.07 | 5.80 | 35.54 | 35.32 |
|  | Adjusted TOL/TNW ( $51 / 44$ ) | (70.24) | 229.13 | 4.60 | 2.13 | 1.21 | 0.79 | 0.61 |
| 53 | Net Profit Before Tax/ Sales | -62.16 | 5.45 | 20.30 | 21.27 | 46.76 | 54.02 | 68.43 |


|  |  | "CC" p 223 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| consolidated |  |  |  |  |  |  |  |  |
| FORM IV |  |  |  |  |  |  |  |  |
| COMPARATIVE STATEMENT OF CURRENT ASSETS AND CURRENT LIABILITIES |  |  |  |  |  |  |  |  |
|  |  | ( Amount in Rand Mn) |  |  |  |  |  |  |
|  |  | 31.12.2011 | 31.12.2012 | 31.12.2013 | 31.12.2014 | 31.12.2015 | 31.12.2016 | 31.12.2017 |
|  |  | Draft | Proforma | Proj | Proj | Proj | Proj | Proj |
|  | CURRENT ASSETS |  |  |  |  |  |  |  |
| Raw materials (including stores \& other |  |  |  |  |  |  |  |  |
| materials used in the process of manufacture) |  |  |  |  |  |  |  |  |
| a) Packing Material |  |  |  |  |  |  |  |  |
| Day's consumption : |  |  |  |  |  |  |  |  |
| b) Raw Milk : |  |  |  |  |  |  |  |  |
|  | Day's consumption: |  |  |  |  |  |  |  |
| 2 | Other consumable spares, excluding those |  |  |  |  |  |  |  |
|  | included in (1) above. |  |  |  |  |  |  |  |
| a) Imported : |  |  |  |  |  |  |  |  |
| Day's consumption : |  |  |  |  |  |  |  |  |
| b) Indigenous : |  |  |  |  |  |  |  |  |
|  | Day's consumption : |  |  |  |  |  |  |  |
| 3 | Stock-in-process : |  |  |  |  |  |  |  |
|  | Day's cost of production : |  |  |  |  |  |  |  |
| 4 | Finished goods : |  |  |  | 6.41 | 6.47 | 6.47 | 6.47 |
|  | Day's cost of sales : |  |  |  | 9.15 | 17.17 | 18.07 | 20.36 |
| 5 | Receivables other than exports \& deferred |  |  |  |  |  |  |  |
|  | receivables (Including BP \& BD by banks) | 2.35 | 2.85 | 39.63 | 40.00 | 40.00 | 40.00 | 40.00 |
|  | Day's domestic sales : excld. deferred | 99.41 | 8.49 | 44.38 | 64.78 | 144.80 | 144.80 | 144.80 |
|  | payment sales: |  |  |  |  |  |  |  |
| 6 | Export receivables (including BP \& BD) |  |  |  |  |  |  |  |
|  | Day's export sales : |  |  |  |  |  |  |  |
| 7 | Advances to suppliers of raw materials \& | 294.51 | 274.98 | 180.48 | 85.98 | 12.72 |  |  |
|  | stores and spares consumables |  |  |  |  |  |  |  |
| 8 | Other current assets incld. Cash \& bank balances | 23.88 | 18.62 | 25.69 | 62.73 | 72.93 | 103.77 | 102.74 |
|  | \& deferred receivables due within one year |  |  |  |  |  |  |  |
|  | (specify major items) |  |  |  |  |  |  |  |
|  | Securities |  |  |  |  |  |  |  |
| 9 | TOTAL CURRENT ASSETS | 320.74 | 296.45 | 245.80 | 195.13 | 132.12 | 150.24 | 149.21 |
|  | To agree with Item 34 in Form-III | 323.00 | 299.73 | 266.90 | 209.81 | 146.80 | 164.92 | 163.89 |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | CURRENT LIABILITIES |  |  |  |  |  |  |  |
|  | (other than bank borrowings for working capital) |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| 10 | Creditors for purchase of raw materials, | 2.02 | 2.53 | 2.53 | 2.53 | 2.53 | 2.53 | 2.53 |
|  | stores \& consumable spares |  |  |  |  |  |  |  |
|  | Day's purchase : | 89.12 | 9.14 | 2.72 | 3.62 | 6.72 | 7.08 | 7.98 |
| 11 | Advances from customers |  |  |  |  |  |  |  |
| 12 | Statutory liabilities |  |  |  |  |  |  |  |
| 13 | other current liabilities (specify major | 72.24 | 77.24 | 42.64 | 29.94 | 20.66 |  |  |
|  | items) short term borrowings, unsecured |  |  |  |  |  |  |  |
|  | loans, dividend payble, instalment of TL, |  |  |  |  |  |  |  |
| DPG,Public deposits,debentures,etc. |  |  |  |  |  |  |  |  |
| 14 TOTAL (To agree with Sub-Total B-Form-III) |  | 74.26 | 79.77 | 45.17 | 32.47 | 23.19 | 2.53 | 2.53 |

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| consolidated |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| FORM V |  |  |  |  |  |  |  |  |
| COMPUTATION OF MAXIMUM PERMISSIBLE BANK FINANCE FOR WORKING CAPITAL |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  | ( Amount in Rand Mn) |  |  |  |  |  |
|  |  | 31.12.2011 | 31.12.2012 | 31.12.2013 | 31.12.2014 | 31.12.2015 | 31.12.2016 | 31.12.2017 |
|  |  | Draft | Proforma | Proj | Proj | Proj | Proj | Proj |
|  |  |  |  |  |  |  |  |  |
| 1 | Total current assets (9 in Form IV) | 320.74 | 296.45 | 266.90 | 209.81 | 146.80 | 164.92 | 163.89 |
| 2 | Other current liabilities ( Other than | 74.26 | 81.88 | 47.28 | 34.58 | 25.30 | 4.64 | 4.64 |
|  | bank borrowings ) (14 of Form IV) |  |  |  |  |  |  |  |
| 3 | Working capital gap (WCG) (1-2) | 246.48 | 214.57 | 219.62 | 175.23 | 121.50 | 160.28 | 159.25 |
| 4 | Min. stipulated net working capital i.e., |  |  |  |  |  |  |  |
|  | 25\% of WCG / 25\% of total current assets as | 80.19 | 53.64 | 66.72 | 52.45 | 36.70 | 41.23 | 40.97 |
|  | the case may be depending upon the method of lending |  |  |  |  |  |  |  |
|  | being applied.(Export receivables to be excluded under |  |  |  |  |  |  |  |
|  | metnods). |  |  |  |  |  |  |  |
| 5 | Actual/Projected net working capital | 246.81 | 217.85 | 219.61 | 175.23 | 121.50 | 160.29 | 159.25 |
|  | (45 in Form III ) |  |  |  |  |  |  |  |
| 6 | Item 3 minus item 4 | 166.30 | 160.93 | 152.89 | 122.78 | 84.80 | 119.05 | 118.28 |
| 7 | Item 3 minus item 5 | (0.33) | (3.28) | 0.00 | 0.00 | 0.00 | (0.00) | (0.00) |
| 8 | Maximum permissible bank finance | (0.33) | (3.28) | 0.00 | 0.00 | 0.00 | (0.00) | (0.00) |
|  | (item 6 or 7 whichever is lower) |  |  |  |  |  |  |  |
| 9 | Excess borrowings representing short fall |  |  |  | - |  |  |  |
|  | in NWC (4-5). |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |


|  |  | "CC" p 225 |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |
| consolidated |  |  |  |  |  |  |  |  |
| FORM VI : FUNDS FLOW STATEMENT |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  | ( Amount in Rand Mn) |  |  |  |  |  |
|  |  | 31.12.2011 | 31.12.2012 | 31.12.2013 | 31.12.2014 | 31.12.2015 | 31.12.2016 | 31.12.2017 |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | a) Net profit (after tax) | (5.29) | 6.59 | 46.99 | 36.11 | 39.63 | 39.01 | 49.17 |
|  | b) Depriciation | 0.10 | 0.18 | 0.39 | 0.45 | 0.25 | 0.28 | 0.30 |
|  | c) Increase in capital |  |  |  |  |  |  |  |
| d) Increase in Term Liabilities |  |  |  |  |  |  |  |  |
| (including Public deposits) |  |  |  |  |  |  |  |  |
| e) Decrease in : |  |  |  |  |  |  |  |  |
| I) Fixed assets |  |  |  |  |  |  |  |  |
| ii) Other non-current assets |  |  | 41.61 |  |  |  |  |  |
|  | f) others |  |  |  | 124.18 |  |  |  |
|  | g) TOTAL | -5.19 | 48.38 | 47.38 | 160.73 | 39.88 | 39.29 | 49.46 |
|  |  |  |  |  |  |  |  |  |
| 2 | APPLICATIONS |  |  |  |  |  |  |  |
| a) Net Loss |  |  |  |  |  |  |  |  |
| b) Decrease in Term Liabilities |  |  |  |  |  |  |  |  |
| ( including Public deposits) |  |  |  |  |  |  |  |  |
| c) Increase in : |  |  |  |  |  |  |  |  |
|  | I) Fixed assets |  |  | 2.79 | 0.61 | 0.55 | 0.25 | 0.22 |
|  | ii) Other non-current assets |  |  |  | 50.00 | 71.95 |  | 50.00 |
| d) Dividend payments |  |  |  |  |  |  |  |  |
| e) Others |  |  |  |  |  |  |  |  |
|  | f) TOTAL |  |  | 2.79 | 50.61 | 72.50 | 0.25 | 50.22 |
|  |  |  |  |  |  |  |  |  |
| 3 | Long Term Surplus (+)/ Deficit ( - ) ( 1-2 ) | -5.19 | 48.38 | 44.59 | 110.12 | (32.62) | 39.04 | (0.76) |
| 4 | Increase/Decrease in current assets |  | (23.27) | (32.83) | (57.09) | (63.01) | 18.12 | (1.03) |
|  | * ( as per details given below) |  |  |  |  |  |  |  |
| 5 | Increase /Decrease in current liabilities other |  | 5.69 | (34.60) | (12.70) | (9.28) | (20.66) |  |
|  | than Bank borrowings |  |  |  |  |  |  |  |
| 6 | Increase /Decrease in Working Capital Gap |  | (31.91) | 1.77 | (44.39) | (53.73) | 38.78 | (1.03) |
| 7 | Net surplus ( + / deficit ( - ) |  | 80.29 | 42.82 | 154.51 | 21.11 | 0.26 | 0.27 |
|  | (difference of 3 \& 6) |  |  |  |  |  |  |  |
| 8 | Increase /Decrease in Bank borrowings |  |  | - | - | - | - | - |
|  | INCREASE/DECREASE IN NET SALES |  | 112.33 | 200.61 | (99.16) | (122.84) |  |  |
| Break up of ( 4 ) |  |  |  |  |  |  |  |  |
| Increase /Decrease in Raw materials |  |  |  |  |  |  |  |  |
| Increase /Decrease in Stock-in-process |  |  |  |  |  |  |  |  |
| Increase /Decrease in Finished goods |  |  |  |  |  |  |  |  |
|  | Increase /Decrease in Receivables |  | 0.50 | 36.78 | 0.37 |  |  |  |
| Increase /Decrease in Stores \& Spares |  |  |  |  |  |  |  |  |
| Increase /Decrease in other Current assets |  |  | (23.77) | (69.61) | (57.46) | (63.01) | 18.12 | (1.03) |
| Increase/Decrease under items 4 to 8 as |  |  | (23.27) | (32.83) | (57.09) | (63.01) | 18.12 | (1.03) |
| also under break-up of (4) should be |  |  |  |  | - | - |  |  |
| indicated by (+) or ( - ) |  |  |  |  |  |  |  |  |


| From: | Ugeshni Naidu [UgeshniN@sahara.co.za](mailto:UgeshniN@sahara.co.za) |
| :--- | :--- |
| Sent: | 05 February 2013 07:00 |
| To: | Ashu |
| Subject: | bank of baroda |
| Attachments: | Everest January 2013.doc; image001.gif |

## Regards

Ugeshni /Accounts
Tel: 0115421036 Fax: 0867330479


89 Gazelle Avenue, Corporate Park, Old Pretoria Main Road, Midrand, Johannesburg, South Africa Tel: +2711 5-42 1000 Fax 2 Email: Main: 0867333333 Sales: 0867333030 Accounts: 0867333300 Warranties: 0867333000

## - PLEASE NOTE .

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Sahara Holdings (PTY) Ltd
89 Gazelle Avenue, Corporate Park, Midrand, South Africa
Private Bag X180, Halfway House, 1685, South Africa

The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of January 2013

We give below the details of interest charged on the following accounts for the month of January 2013.

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for January 2013 | ZAR 84,940.34 |
| 6 | Balance outstanding | ZAR 6,907,660.39 Dr |

We request you to remit the amount ZAR 84940.34 at the earliest through our account with Nedbank as per details given below:

| Account number | 1454095326 |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,

## "EE" p 1

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | O2 November 2011 14:34 |
| To: | Ugeshni Naidu |
| Subject: | RE: |
| Attachments: | BOB RSA.PDF |

From: Ugeshni Naidu
Sent: Wednesday, November 02, 2011 8:00 AM
To: Ashu
Subject:
JHB:05:10-11/153
01.11.2011

The Directors
Everest Global Metals (Pty) Ltd.,
189, Vause Road,
Musgrave, Durban-4001
Dear Sir,
Re: Interest for the month of October 2011
We give below the details of interest charged on the following accounts for the month of October 2011

| $\mathbf{1}$ | Name of the Account | Everest Global Metals (Pty)Ltd., |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for the month of October 2011 | ZAR 122,476.74 |
|  |  |  |

We request you to remit the amount ZAR $122,476.74$ at the earliest through our account with Nedbank as per details given below:

| Account number | $\mathbf{1 4 5 4 0 9 5 3 2 6}$ |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,
(Ramesh Salian)
Senior Manager

## Regards

Ugeshni /Accounts
Tel: 0115421036 Fax: 0867330479

## "EE" p 2



89 Gazelle Avenue, Corporate Park, Old Pretoria Main Road, Midrand, Johannesburg, South Africa Tel: +27115421000 Fax 2 Email: Main: 0867333333 Sales: 0867333030 Accounts: 0867333300 Warranties: 0867333000

[^43]

## "EE" p 3

Page 1 of 1

Online Banking



To whom it may concern
This is confirmation of a payment made via the Online Banking System.


Building 7 Fedsure on Grayston Office Park Corner Linden and Peter Road Sandown ext 6 Sandton 2196 South Africa
Private Bag X9980 Sandton 2146 South Africa
South Africa Call Center 0861100141 Namibia (264) $612992187 / 2143$ Botswana (267) 3642600 Swaziland (268) 5184637 Lesotho (266) 22222200

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Registration No. 1929/001225/06

## "FF" p 1

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 06 February 2012 07:52 |
| To: | pooja@worldswindow.cc |
| Subject: | Interest / Instalment demand letter |
| Attachments: | Everest January 2012.doc |
|  |  |
| Importance: | High |

Dear Pooja Ji,
Can you please transfer this amount to Bank Of Baroda and send me the POP you will get this amount into your account by EOD.

Thanks
Ashu

## "FF" p 2

## Standard Bank of South Africa

The Standard Bank of South Africa Limited Registered Bank Reg. No. $1962 / 00073$ En06


## "FF" p 3

## Standard Bank of South Africa

The Standard Bank of South Africa Limited Registered Bank Reg. No. $1962 / 00073$ En06


The Directors
Everest Global Metals (Pty) Ltd., 189, Vause Road, Musgrave, Durban - 4001

Dear Sir,

## Re: Interest for the month of April 2012

We give below the details of interest charged on the following accounts for the month of April 2012.

| $\mathbf{1}$ | Name of the Account | Everest Global Metals <br> (Pty)Ltd |
| :--- | :--- | :--- |
| 2 | Type of facility | Overdraft 04/7 |
| 3 | Limit | ZAR 16.00 Mn. |
| 4 | Applicable Rate of Interest | Prime Rate i.e. @9.00\% P.a. |
| 5 | Interest for month of April 2011 | ZAR 122,287.47 |
| 6 | Balance outstanding | ZAR 16,122,287.47 Dr |

We request you to remit the amount ZAR 122287.47 at the earliest through our account with Nedbank as per details given below:

| Account number | $\mathbf{1 4 5 4 0 9 5 3 2 6}$ |
| :--- | :--- |
| Sort code | 145405 |
| Branch | Corporate Client Services Branch, Sandton |

Yours faithfully,
(Ramesh Salian)
Senior Manager

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 25 March 2011 11:54 |
| To: | johans@jic.co.za |
| Cc: | Ronica Ragavan |
| Subject: | FW: Fw: |
| Attachments: | 15 MILL.xps |

From: rajiv.dabas@worldswindow.cc [mailto:rajiv.dabas@worldswindow.cc]
Sent: Friday, March 25, 2011 1:52 PM
To: Ashu
Subject: Fw:

Sent via my BlackBerry from Vodacom - let your email find you!


[^44]Online Banking
Page 1 of 1

"HH" p 1

| Date | From | To | Amount | Bank/Account Paid From | Scheme | Comment |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 25/03/2011 | Everest Global Metals | Westdawn Investments | R15m | FNB | R16m loanback | This probably starts the R16m overdraft/loan scheme |
| 28/04/2011 | Everest Global Metals | Bank of Baroda via Nedbank | R27616.44 | FNB | R16m loanback | Likely linked to R16m overdraft |
| 05/05/2011 | Estina | Everest Global Metals | R110 000 | Unknown | R16m loanback | This is taken from an invoice drawn up. Would need the Estina bank statements going back to 2011 to confirm. This is probably first payment on R16m loan back |
| 12/05/2011 | Everest Global Metals | Bank of Baroda via Nedbank | R11854683 | FNB | R16m loanback | R16m loan-back |
| 20/06/2011 | Unknown - likely Westdawn | Everest Global Metals | R130 000 | Unknown | R16m loanback | R16m loan-back... This inferred from messages but there is no payment advice sent |
| 12/07/2011 | Westdawn | Everest Global Metals | R120 000 | SBSA | R16m loanback | R16m loan-back |
| 13/07/2011 | Everest Global Metals | Bank of Baroda via Nedbank | R118930.78 | FNB | R16m loanback | R16m loan-back |
| 04/08/2011 | Westdawn | Everest Global Metals | R130 000 | Unknown | R16m loanback | R16m loan-back : payment inferred from Ashu Chawla note to Piyoosh. Westdawn confirmed as payee from other email. |
| 05/08/2011 | Everest Global Metals | Bank of Baroda via Nedbank | R122 653.27 | FNB | R16m loanback | R16m loan back |
| 06/09/2011 | Westdawn | Everest Global Metals | R120 000 | SBSA | R16m loanback | R16m loan-back. Payment is approx as no advice confirmation attached |
| 07/09/2011 | Everest Global Metals | Bank of Baroda via Nedbank | R122 422.35 | FNB | R16m loanback | R16m loan back |
| 06/10/2011 | JC | Everest Global Metals | R120 000 | Unknown | R16m loanback | R16m loan-back. Amount and company inferred from Ashu message to Goyal. |
| 06/10/2011 | Everest Global Metals | Bank of Baroda via Nedbank | R118 537.28 | FNB | R16m loanback | R16m loan-back |
| 02/11/2011 | Everest Global Metals | Bank of Baroda via Nedbank | R122 476.74 | FNB | R16m loanback | R16m loan-back |
| 01/12/2011 | Arctos | Tegeta Resources | R9 900000 | FNB? |  | New loan-back? |
| 01/12/2011 | Arctos | Tegeta Resources | R24 000000 | FNB? |  | New loan-back? |
| 01/12/2011 | Tegeta Exploration | Arctos | R200 000 | SBSA |  | Is this the same R16m loan back or something else? There is a letter from Everest to Westdawn telling Westdawn to pay back its loan to Everest through Arctos |
| 05/12/2011 | Arctos | Idwala Coal | R10m | SBSA |  | Part of a whole raft of transfers described in the Hawala ledger that took place in early December. All looks like complicated loan-backs but will need to plot and draw info from ledger |

"HH" p 2

| 05/12/2011 | Arctos | Idwala | R12m | SBSA |  | Part of a whole raft of transfers described in the Hawala ledger that took place in early December. All looks like complicated loan-backs but will need to plot and draw info from ledger |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 08/12/2011 | JIC | Everest Global Metals | R120 000 |  | R16m loanback | Inferred |
| 08/12/2011 | Everest Global Metals | Bank of Baroda via Nedbank | R118 416.56 | FNB | R16m loanback | R16m loan-back |
| 21/12/2011 | Oakbay | Arctos | R31m | ABSA |  | From approval list sent by Ugeshni Naidoo to Ashu Chawla |
| 06/01/2012 | Westdawn | Everest Global Metals | R125 000 | SBSA? | R16m loanback | R16m loan back Inferred |
| 06/01/2012 | Everest Global Metals | Bank of Baroda via Nedbank | R122 505.76 | FNB | R16m loanback | R16m loan back |
| 06/01/2012 | Westdawn/JIC? | Everest Global Metals | Approx R120 000 | SBSA? | R16m loanback | R16m loan back Inferred |
| 06/02/2012 | Everest Global Metals | Bank of Baroda via Nedbank | R122 238.34 | FNB | R16m loanback | R16m loan back Inferred |
| 11/02/2012 | Arctos | Bank of Baroda via Nedbank | \$1718 35.48 | Unsure |  | This is a new loan-back scheme. Arctos has taken out a loan against a fixed deposit at Bank of Baroda. The facility is $06 / 250$. |
| 13/03/2012 | Westdawn | Everest Global Metals | R120 000? | SBSA | R16m loanback | R16m loan-back <br> This correspondence set is interesting because it shows that Everest Global does not run a balance in SA. It relies entirely on payments in from Westdawn/JIC to settle the BoB R16m loan/overdraft |
| 14/03/2012 | Everest Global Metals | Bank of Baroda via Nedbank | R114 278.71 | FNB | R16m loanback | R16m loan-back |
| 28/03/2012 | Wone Management Ltd | Arctos | R4 385965 | Standard Bank? |  | Not sure but think this is on the Hawala ledger |
| 10/04/2012 | JIC | Everest Global Metals | R120 000 approx |  | R16m loanback | R16 loan-back inferred |
| 10/04/2012 | Everest Global Metals | Bank of Baroda via Nedbank | R118 398.10 | FNB | R16m loanback | R16m loan-back |
| 10/05/2012 | Tegeta | Arctos (Bank of Baroda account) | R1.2m | ABSA |  | Not sure. This is from a really interesting payment advice request from Ugeshni Naidoo to Ashu Chawla. The funds are all moved around between SA companies before being paid to Arctos. Clear money laundering. |
| 11/05/2012 | Westdawn | Everest Global Metals | R120 000 | SBSA | R16m loanback | R16m loan-back |
| 14/05/2012 | Everest Global Metals | Bank of Baroda via Nedbank | R122 287.47 | FNB | R16m loanback | R16m loan-back |
| 11/06/2012 | Westdawn Investments | Everest Global Metals | R120 000 | SBSA | R16m loanback | R16m loan-back |
| 12/06/2012 | Everest Global Metals | Bank of Baroda via Nedbank | R122 358.13 | FNB | R16m loanback | R16m loan-back |

"HH" p 3

"HH" p 4 $\left.\begin{aligned} & \text { Ugeshni Naidoo to Ashu Chawla payment approval } \\ & \text { list. Note that money moved from various accounts, }\end{aligned} \right\rvert\,$ list. Note that money moved from various accounts,
consolidated at Islandsite/Oakbay, to Tegeta and
then Arctos
Other correspondence shows that Everest's FNB banking certificate had expired so they asked that money be paid directly to Arctos BoB account to pay
BoB loan Ugeshni Naidoo to Ashu Chawla payment approval
list. Note that money moved from various accounts, list. Note that money moved from various accounts,
consolidated at Islandsite/Oakbay, to Tegeta and then Arctos
R16m loan back
Jgeshni Naidoo to Ashu Chawla payment approval ist. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and

 \begin{tabular}{|l|}
\hline ist. <br>
\hline 16 m loan back <br>
\hline

 

R16m loan back <br>
\hline Ugeshni Naidoo to Ashu Chawla payment approval
\end{tabular} list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and

Ugeshni Naidoo to Ashu Chawla payment approval list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and | Ugeshni Naidoo to Ashu Chawla payment approval |
| :--- |
| list. Note that money moved from Oakbay |

 list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and Ugeshni Naidoo to Ashu Chawla payment approval list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and
then Arctos then Arctos

| 11/05/2012 | Tegeta | Arctos (BoB) | R1 175000 | ABSA |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 06/11/2012 | Tegeta | Arctos (Everest BoB) | R115 000 | ABSA |  |
| 09/11/2012 | Tegeta | Arctos Standard Bank | R3 000000 | ABSA |  |
| 13/11/2012 | Arctos (Bank of Baroda) | Bank of Baroda | R115 476.85 | SBSA | R16m loanback |
| 28/11/2012 | Tegeta | Arctos (Bank of Baroda) | R23 000000 | ABSA |  |
| 30/11/2012 | Westdawn | Everest Global Metals | R120 000 | FNB | R16m loanback |
| 05/12/2012 | Tegeta | Arctos (Bank of Baroda) | R1 150000 | ABSA |  |
| 11/12/2012 | Arctos | Bank of Baroda via Nedbank | R111 824 | State Bank of India | R16m loanback |
| 03/01/2013 | Westdawn | Everest Global Metals | R115 000 | SBSA | R16m loanback |
| 08/01/2013 | Tegeta | Arctos (Bank of Baroda) | R1 050000 | ABSA |  |
| 10/01/2013 | Tegeta | Arctos | R1 000000 | ABSA |  |
| 21/01/2013 | Tegeta | Arctos | R4 000000 | ABSA |  |
| 04/02/2013 | Tegeta | Arctos (Bank of Baroda) | R1 100000 | ABSA |  |
| 05/03/2013 | Tegeta | Arctos (Bank of Baroda) | R1 000000 | ABSA |  |

Ugeshni Naidoo to Ashu Chawla payment approval
list. Note that money moved from various accounts,
"HH" p 5 ist. Note that money moved from various accounts,
consolidated at Islandsite/Oakbay, to Tegeta and
then Arctos
Unknown - check against ledger
Unknown - check against ledger
Jgeshni Naidoo to Ashu Chawla payment approval
ist. Note that money moved from various accounts, list. Note that money moved from various accounts,
consolidated at Islandsite/Oakbay, to Tegeta and Ugeshni Naidoo to Ashu Chawla payment approval Ugeshni Naidoo to Ashu Chawla payment approval
list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and
Jgeshni Naidoo to Ashu Chawla payment approval Ugeshni Naidoo to Ashu Chawla payment approval
list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and
then Arctos
16 m loan back? Could be repaying this mount

 group. Actually most likely from Tegeta as ABSA BIS
emails show the amoutns in the cash sheet paid from Tegeta to Arctos
Ugeshni Naidoo to Ashu Chawla payment approval list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and

|  |  |  |  |
| :---: | :---: | :---: | :---: | This is from a Sahara cash book but cannot tell if this

payment is from Sahara or other accounts in the
 Tegeta to Arctos
 payment is from Sahara or other accounts in
 Tegeta to Arctos
"HH" p 6

| 28/06/2013 | Sahara/Tegeta | Arctos | R1 100000 |  | This is from a Sahara cash book but cannot tell if this payment is from Sahara or other accounts in the group. Actually most likely from Tegeta as ABSA BIS emails show the amoutns in the cash sheet paid from Tegeta to Arctos |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 01/07/2013 | Sahara/Tegeta | Arctos | R1 100000 |  | This is from a Sahara cash book but cannot tell if this payment is from Sahara or other accounts in the group. Actually most likely from Tegeta as ABSA BIS emails show the amoutns in the cash sheet paid from Tegeta to Arctos |
| 02/07/2013 | Tegeta | Arctos | R250 000 | ABSA | Ugeshni Naidoo to Ashu Chawla payment approval list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and then Arctos |
| 04/07/2013 | Tegeta | Arctos | R200 000 | ABSA | Ugeshni Naidoo to Ashu Chawla payment approval list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and then Arctos |
| 08/07/2013 | Tegeta | Arctos | R350 000 | ABSA | Ugeshni Naidoo to Ashu Chawla payment approval list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and then Arctos |
| 10/07/2013 | Tegeta | Arctos | R250 000 | ABSA | Ugeshni Naidoo to Ashu Chawla payment approval list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and then Arctos |
| 16/07/2013 | Tegeta | Arctos (Bank of Baroda) | R1 1000000 | ABSA | Ugeshni Naidoo to Ashu Chawla payment approval list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and then Arctos |
| 18/07/2013 | Tegeta | Arctos | R245 000 | ABSA | Ugeshni Naidoo to Ashu Chawla payment approval list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and then Arctos |
| 30/08/2013 | Tegeta | Arctos | R27 000000 | ABSA | Ugeshni Naidoo to Ashu Chawla payment approval list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and then Arctos |
| 29/11/2013 | Tegeta | Arctos Bank of Baroda | R27 000000 | ABSA | Ugeshni Naidoo to Ashu Chawla payment approval list. Note that money moved from various accounts, consolidated at Islandsite/Oakbay, to Tegeta and then Arctos |

"HH" p 7

| 26/02/2014 | Tegeta | Arctos Bank of Baroda | R30 000000 | ABSA | Ugeshni Naidoo to Ashu Chawla payment approval list. From Oakbay. |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 27/02/2014 | Tegeta | Arctos Bank of Baroda | R30 000000 | ABSA | Ugeshni Naidoo to Ashu Chawla payment approval list. From Oakbay. |
| 28/02/2014 | Tegeta | Arctos Bank of Baroda | R4 500000 | ABSA | Ugeshni Naidoo to Ashu Chawla payment approval list. From Oakbay. |
| 28/02/2014 | Tegeta | Arctos Bank of Baroda | R28 000000 | ABSA | Ugeshni Naidoo to Ashu Chawla payment approval list. From Oakbay. |
| 13/05/2014 | Tegeta | Arctos Standard Bank | R646 871.75 | ABSA | Ugeshni Naidoo to Ashu Chawla payment approval list. From Oakbay. |
| 02/06/2014 | Tegeta | Arctos | R632 569.81 | ABSA | Ugeshni Naidoo to Ashu Chawla payment approval list. From Oakbay. |
| 25/06/2014 | Oakbay | Arctos | R500 000 | ABSA | ABSA BIS |
| 05/08/2014 | Oakbay | Arctos | R400 000 | ABSA | ABSA BIS |
| 23/12/2015 | Oakbay | Idwala-Arctos Bank of Baroda | R7 500000 | ABSA | ABSA BIS from Confident to Islandsite to Oakbay to Idwala-Arctos |

"JJ" p 1


"JJ" p 3
FIDELITY BOB USD

| 12-Jul | jit golden co | 1,800,000.00 |
| :---: | :---: | :---: |
| 29-Oct | jit golden co | 680,000.00 |
|  |  | 2,480,000.00 |
| RELIABLE MASHREQ USD |  |  |
| 01-May | jij force exi | 844,959.11 |
| 01-May | jit force ex | 974,959.11 |
| 01-May | jit xx | 880,000.00 |
| 01-May | jijt force exi | 849,959.11 |


| $\left\|\begin{array}{\|c\|} \hline 8 \\ \hline \end{array}\right\|$ |  |  |  |  |  |  | (1) | (1) |  | - | - | 号 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |

"JJ" p 4
"JJ" p 5




| From: | Ronica Ragavan [ronica@oakbay.co.za](mailto:ronica@oakbay.co.za) |
| :--- | :--- |
| Sent: | 03 July 2015 10:16 |
| To: | Ajay Gupta; AJAY PA |
| Subject: | FW: Daily cash Flow 03.07.2015 |
| Attachments: | Daily Cash Flow 2015 VM.xlsx |

Regards
Ronica Ragavan
Cell: 0834021388
Fax: 0866851814


## Head Office:

JIC House, 106 A 16th Street, Midrand,
1685
P.O Box 1501, Halfway House, 1685

Tel: +27 115649400
Fax: +27 113153789
Website: www.jic.co.za
Email: Users mail@jic.co.za


From: Vidya Mudaliar [mailto:vidyam@oakbay.co.za]
Sent: 03 July 2015 10:51 AM
To: Ronica
Subject: Daily cash Flow 03.07.2015

Hi Ronica

PFA

Regards
Vidya


This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.


| From: | Sameera Sooliman [sameera@travelexcellence.co.za](mailto:sameera@travelexcellence.co.za) |
| :--- | :--- |
| Sent: | 19 February 2015 06:48 |
| To: | Ashu |
| Cc: | 'Halima Allana'; 'Saajida ' |
| Subject: | FW: 1 VISA FOR TRAVEL EXCELLENCE |
| Attachments: | TRAVEL EX- AASHIKA SINGH SHYAM BIHARI SINGH.pdf |

## Ashu Bhai

Is this the visa you looking for

This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.


## "LL" p 2

```
From: Ashu <ashu@sahara.co.za>
Sent:
To:
Subject:
Attachments:
```

Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
22 February 2015 11:22
raghuvanshiaashikasingh85@gmail.com
FW: 1 VISA FOR TRAVEL EXCELLENCE
TRAVEL EX- AASHIKA SINGH SHYAM BIHARI SINGH.pdf
e clean.



## "LL" p 4

```
From:
Ashu <ashu@sahara.co.za>
Sent:
22 February 2015 14:58
aashikas@ann7.com
Fwd: }1\mathrm{ VISA FOR TRAVEL EXCELLENCE
    TRAVEL EX- AASHIKA SINGH SHYAM BIHARI SINGH.pdf; ATTO0001.htm
```

Sent from my iPhone
Begin forwarded message:
From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
Date: 22 February 2015 at 1:21:48 PM SAST
To: "raghuvanshiaashikasingh85@gmail.com" [raghuvanshiaashikasingh85@gmail.com](mailto:raghuvanshiaashikasingh85@gmail.com)
Subject: FW: 1 VISA FOR TRAVEL EXCELLENCE
e clean.


## "LL" p 5

## From: <br> Sent: <br> The Oberoi, Dubai [reservations.todb@oberoihotels.com](mailto:reservations.todb@oberoihotels.com) <br> 23 February 2015 09:02 <br> sarah.benhaouem@oberoihotels.com; Ashu <br> Reservation Confirmation at The Oberoi, Dubai / Aashika Singh / 288964 ATT00001.jpg; ATT00002.jpg; ATT00003.jpg; ATT00004.jpg; ATT00005.jpg; ATT00006.jpg; ATT00007.gif; ATT00008.jpg; ATT00009.jpg; ATT00010.jpg; ATT00011.jpg; ATT00012.jpg; ATT00013.jpg; ATT00014.jpg; ATT00015.jpg; ATT00016.jpg



## Dear Ms. Singh,

Thank you for choosing The Oberoi, Dubai.
We are pleased to confirm your reservation and look forward to welcoming you to The Oberoi, Dubai.

Yours sincerely,

Suzanna Labher
Room Reservations

| Guest Name: | Ms. Aashika Singh |
| :--- | :--- |
| Confirmation No.: | 288964 |
| Arrival Date: | Tuesday, 24 Feb. |
| Transfer: | Please advise |
| Departure Date: | Thursday, 26 Feb. <br>  <br> Transfer: |
| 2015 |  |

MAP \& DIRECTIONS

## GIVE YOURSELF AN ADVANTAGE

Join the Oberoi Advantage programme when you check in to enjoy special benefits and rewards. Oberoi Advantage is designed to reward you with the break you deserve and experience. CLICK HERE for more information.


## ENHANCE YOUR EXPERIENCE AT THE OBEROI, DUBAI

Our team is here to help you plan your stay - from making dinner reservations to booking transfers to creating once in a lifetime experiences.

## "LL" p 6

If you have any requests or if you are celebrating a special occasion, please let us know in advance. Your butler and our concierge team will also be happy to help at any time during your stay.

We can assist our valued guests with Meet \& Greet service upon arrival to Dubai International Airport (Terminal $1 \&$ Terminal 3). Should the service be requested 72 hours prior notice of exact flight details are required and remains subject to availability.


## A WORLD OF FLAVOURS

Executive Chef Dirk Haltenhof invites you to experience our three restaurants: Ananta, our signature Indian restaurant, Umai, our contemporary Asian restaurant and Nine7One,
 offering world cuisine and our legendary Friday Tapas Brunch. An extensive in-room dining menu is available 24 hours a day. CLICK HERE for more information.

## THE OBEROI SPA

Treat yourself to luxurious rejuvenation and relaxation in the serenely appointed spa, open from 09:00 in the morning to 12:00 midnight. Energise yourself at the gymnasium, open 24 hours a day. The outdoor infinity swimming pool is open from sunrise to sunset. Complimentary Yoga sessions are available for resident guests every evening at 18:00 hrs. CLICK HERE

## LET US TAKE CARE OF YOUR TRANSFERS

 We would be pleased to arrange airport transfers in our BMW 7 series or chauffeur services during your stay. Please email or call us on +9714444 1444 to arrange your transfers.

DISCOVER DUBAI
Experience the best Dubai has to offer during your stay. CLICK HERE

## ADDITIONAL RESERVATION DETATLS

Number of Guests:
Room Category:
Preferences:
(subject to availability)
Check In Time:
Check Out Time:
Daily Room Tariff:

## Rate Information:

1 Adult
1 Deluxe City view room
Please advise
15:00 hrs
12:00 hrs
AED 950.00
Subject to $10 \%$ Municipality fee, $10 \%$ service charge and AED 20 Tourism Dhiram per night.
Inclusive of buffet breakfast in our world cuisine restaurant nine7one

## KINDLY NOTE

## RESERVATION CONFIRMATION:

All reservations require a credit card guarantee. We reserve the right to release nonguaranteed reservations.

## CANCELLATION POLICY:

Guaranteed reservations may be cancelled before 15:00 hrs one day prior to the date of arrival. Any cancellations thereafter will incur a cancellation fee equivalent to one night's accommodation charge.

## EARLY ARRIVALS:

We recommend that the room should be reserved from the previous night if the arrival is early in the morning and the room is required immediately.

## PROOF OF IDENTITY:

Please be advised that valid identification is required at time of check in.

## SMOKING:

Smoking is only permitted in designated areas and guest rooms. To reserve a smoking room, please email us. We will endeavour to reserve a smoking room for you, subject to availability.


This message has been scanned for viruses and dangerous content byMailScanner, and is believed to be clean.

## "LL" p 8

## From:

Sent:
To:
Subject:
Attachments:

Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
23 February 2015 09:31
Sanjay Grover
FW: Reservation Confirmation at The Oberoi, Dubai / Aashika Singh / 288964 ATT00001.jpg; ATT00003.jpg; ATT00008.jpg; ATT00009.jpg; ATT00010.jpg; ATT00011.jpg; ATT00012.jpg; ATT00013.jpg; ATT00014.jpg; ATT00015.jpg; ATT00016.jpg; image001.jpg; image002.jpg; image003.jpg; image004.jpg; image005.jpg; image006.jpg; image007.jpg; image008.jpg; image009.jpg; image010.jpg; image011.jpg; image012.jpg; image013.png; image014.jpg; image015.jpg; image016.jpg; image017.jpg; image018.jpg; image019.jpg; image020.jpg; image021.jpg; image022.jpg; image023.jpg; image024.jpg; image025.jpg; image026.jpg; image027.jpg; image028.jpg; image029.jpg; image030.jpg; image031.jpg; image032.jpg; image033.jpg; image034.jpg

From: The Oberoi, Dubai [mailto:reservations.todb@oberoihotels.com]
Sent: 23 February 2015 11:02 AM
To: sarah.benhaouem@oberoihotels.com; Ashu
Subject: Reservation Confirmation at The Oberoi, Dubai / Aashika Singh / 288964


## Dear Ms. Singh,

Thank you for choosing The Oberoi, Dubai.
We are pleased to confirm your reservation and look forward to welcoming you to The Oberoi, Dubai. Yours sincerely,

Business Bay, P.O. Box 71847 , Dubai U.A.E
Email: reservations.todb@oberoihotels.com | Website: www.oberoidubai.com Telephone: +97144441444 | Facsimile number: +97144441333 RESERVATION CONFIRMATION

| Guest Name: | Ms. Aashika Singh |
| :--- | :--- |
| Confirmation No.: | 288964 |
| Arrival Date: | Tuesday, 24 Feb. |
|  | 2015 |
| Transfer: | Please advise |
| Departure Date: | Thursday, 26 Feb. |
|  | 2015 |
| Transfer: | Please advise |

MAP \& DIRECTIONS

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 offering wortd cuisine and our legendary Friday Tapas Brunch. An extensive in-room dining menu is available 24 hours a day. CLICK HERE for more information.

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Treat yourself to luxurious rejuvenation and relaxation in the serenely appointed spa, open from 09:00 in the morning to 12:00 midnight. Energise yourself at the gymnasium, open 24 hours a day. The outdoor infinity swimming pool is open from sunrise to sunset. Complimentary Yoga sessions are available for resident guests every evening at 18:00 hrs. CLICK HERE

## LET US TAKE CARE OF

 YOUR TRANSFERS We would be pleased to arrange airport transfers in our BMW 7 series or chauffeur services during your stay. Please email or call us on +9714444 1444 to arrange your transfers.

## DISCOVER DUBAI

Experience the best Dubai has to offer during your stay. CLICK HERE

## ADDITIONAL RESERVATION DETATLS

## Number of Guests:

Room Category:
Preferences:
(subject to availability)
Check In Time:
Check Out Time:
Daily Room Tariff:

1 Adult
1 Deluxe City view room
Please advise
15:00 hrs
12:00 hrs
AED 950.00
Subject to $10 \%$ Municipality fee, $10 \%$ service charge and AED 20 Tourism Dhiram per night.

## "LL" p 10

## Rate Information: <br> Inclusive of buffet breakfast in our world cuisine restaurant nine7one

## KINDLY NOTE

## RESERVATION CONFIRMATION:

All reservations require a credit card guarantee. We reserve the right to release nonguaranteed reservations.

## CANCELLATION POLICY:

Guaranteed reservations may be cancelled before 15:00 hrs one day prior to the date of arrival. Any cancellations thereafter will incur a cancellation fee equivalent to one night's accommodation charge.

## EARLY ARRIVALS:

We recommend that the room should be reserved from the previous night if the arrival is early in the morning and the room is required immediately.

## PROOF OF IDENTITY:

Please be advised that valid identification is required at time of check in.

## SMOKING:

Smoking is only permitted in designated areas and guest rooms. To reserve a smoking room, please email us. We will endeavour to reserve a smoking room for you, subject to availability.
We respect your privacy. To view our policies and terms and conditions, please click here.

This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

## From:

Sent:
To:
Subject:
Attachments:

Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
23 February 2015 09:31
Heather Jeon
FW: Reservation Confirmation at The Oberoi, Dubai / Aashika Singh / 288964 ATT00001.jpg; ATT00003.jpg; ATT00008.jpg; ATT00009.jpg; ATT00010.jpg; ATT00011.jpg; ATT00012.jpg; ATT00013.jpg; ATT00014.jpg; ATT00015.jpg; ATT00016.jpg; image001.jpg; image002.jpg; image003.jpg; image004.jpg; image005.jpg; image006.jpg; image007.jpg; image008.jpg; image009.jpg; image010.jpg; image011.jpg; image012.jpg; image013.png; image014.jpg; image015.jpg; image016.jpg; image017.jpg; image018.jpg; image019.jpg; image020.jpg; image021.jpg; image022.jpg; image023.jpg; image024.jpg; image025.jpg; image026.jpg; image027.jpg; image028.jpg; image029.jpg; image030.jpg; image031.jpg; image032.jpg; image033.jpg; image034.jpg

From: The Oberoi, Dubai [mailto:reservations.todb@oberoihotels.com]
Sent: 23 February 2015 11:02 AM
To: sarah.benhaouem@oberoihotels.com; Ashu
Subject: Reservation Confirmation at The Oberoi, Dubai / Aashika Singh / 288964


## Dear Ms. Singh,

Thank you for choosing The Oberoi, Dubai.
We are pleased to confirm your reservation and look forward to welcoming you to The Oberoi, Dubai. Yours sincerely,

Business Bay, P.O. Box 71847 , Dubai U.A.E
Email: reservations.todb@oberoihotels.com | Website: www.oberoidubai.com Telephone: +97144441444 | Facsimile number: +97144441333 RESERVATION CONFIRMATION

| Guest Name: | Ms. Aashika Singh |
| :--- | :--- |
| Confirmation No.: | 288964 |
| Arrival Date: | Tuesday, 24 Feb. |
|  | 2015 |
| Transfer: | Please advise |
| Departure Date: | Thursday, 26 Feb. |
|  | 2015 |
| Transfer: | Please advise |

MAP \& DIRECTIONS

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## THE OBEROI SPA

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luxurious rejuvenation and relaxation in the serenely appointed spa, open from 09:00 in the morning to 12:00 midnight. Energise yourself at the gymnasium, open 24 hours a day. The outdoor infinity swimming pool is open from sunrise to sunset. Complimentary Yoga sessions are available for resident guests every evening at 18:00 hrs. CLICK HERE

## LET US TAKE CARE OF

 YOUR TRANSFERS We would be pleased to arrange airport transfers in our BMW 7 series or chauffeur services during your stay. Please email or call us on +9714444 1444 to arrange your transfers.

## DISCOVER DUBAI

Experience the best Dubai has to offer during your stay. CLICK HERE

## ADDITIONAL RESERVATION DETATLS

## Number of Guests:

Room Category:
Preferences:
(subject to availability)
Check In Time:
Check Out Time:
Daily Room Tariff:

1 Adult
1 Deluxe City view room
Please advise
15:00 hrs
12:00 hrs
AED 950.00
Subject to $10 \%$ Municipality fee, $10 \%$ service charge and AED 20 Tourism Dhiram per night.

## "LL" p 13

## Rate Information: <br> Inclusive of buffet breakfast in our world cuisine restaurant nine7one

## KINDLY NOTE

## RESERVATION CONFIRMATION:

All reservations require a credit card guarantee. We reserve the right to release nonguaranteed reservations.

## CANCELLATION POLICY:

Guaranteed reservations may be cancelled before 15:00 hrs one day prior to the date of arrival. Any cancellations thereafter will incur a cancellation fee equivalent to one night's accommodation charge.

## EARLY ARRIVALS:

We recommend that the room should be reserved from the previous night if the arrival is early in the morning and the room is required immediately.

## PROOF OF IDENTITY:

Please be advised that valid identification is required at time of check in.

## SMOKING:

Smoking is only permitted in designated areas and guest rooms. To reserve a smoking room, please email us. We will endeavour to reserve a smoking room for you, subject to availability.
We respect your privacy. To view our policies and terms and conditions, please click here.

This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

## "LL" p 14

| From: | Reservations TODB [Reservations.TODB@oberoihotels.com](mailto:Reservations.TODB@oberoihotels.com) |
| :--- | :--- |
| Sent: | 23 February 2015 09:47 |
| To: | Ashu; Sarah Benhaouem |
| Cc: | Concierge TODB |
| Subject: | RE: Reservation Confirmation at The Oberoi, Dubai / Anoj Singh / 288960 |
| Attachments: | image024.jpg; image025.jpg; image026.jpg; image027.jpg; image028.jpg; |
|  | image029.jpg; image030.jpg; image031.jpg; image032.jpg; image033.jpg; |
|  | image034.jpg; image035.jpg; image036.jpg; image037.jpg; image038.jpg; |
|  | image039.jpg; image040.jpg; image041.jpg; image042.jp; image043.jpg; |
|  | image044.jpg; image045.jpg; image001.jpg; image002.jpg; image003.jpg; |
|  | image004.jpg; image005.jpg; image006.jpg; image007.jpg; image008.jpg; |
|  | image009.jpg; image010.jpg; image011.jpg; image012.jpg; image013.jpg; |
|  | image014.jpg; image015.png; image016.jpg; image017.jpg; image018.jpg; |
|  | image019.jpg; image020.jpg; image021.jpg; image022.jpg; image023.jpg |

Dear Mr. Ashu
Greetings from The Oberoi, Dubai.
We are pleased to confirm airport transfer as requested for Mr. Singh at an additional supplement of AED 200 per car per way.

We would like to inform you that the hotel chauffer would be stationed at the arrival gate next to Ground Transportation Exit Car Park A, B sign board, at arrivals, with a paging board bearing Mr. Anoj Singh's name, flight details \& hotel name. We have made a note that you would be arriving on $24^{\text {th }}$ February 2015 by Emirates Airlines EK 766 at $08: 20$ hrs. at Terminal 3.

For any assistance at the airport please feel free to contact us on our direct no. +971529063926. Request you to please provide us the cellular number of Mr. Anoj Singh, enabling us to send the chauffer details to the guest prior to arrival.

Further, request you to please advise if Ms. Aashika Singh would require airport transfers from our end. Please be informed that currently the airport pickup is not arranged for Ms. Aashika Singh.

Awaiting for your revert on the same.
Best Regards,
Suzanna Labher
Reservations Supervisor
The Oberoi
The Oberoi Centre, Burj Area
P.O. Box 71847, Dubai, UAE

Telephone: +97144441444
Fascismile: +97144441333
Email: reservations.todb@oberoihotels.com
Visit us at: www.oberoihotels.com

From: Ashu [mailto:ashu@sahara.co.za]
Sent: Monday, February 23, 2015 1:32 PM
To: Reservations TODB; Sarah Benhaouem
Subject: RE: Reservation Confirmation at The Oberoi, Dubai / Anoj Singh / 288960

Hi

Please arrange airport pick up for the same
Arrival flight EK766
Thanks
Ashu

From: The Oberoi, Dubai [mailto:reservations.todb@oberoihotels.com]
Sent: 23 February 2015 11:02 AM
To: sarah.benhaouem@oberoihotels.com; Ashu
Subject: Reservation Confirmation at The Oberoi, Dubai / Anoj Singh / 288960


## ENHANCE YOUR EXPERIENCE AT THE OBEROI, DUBAI

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## A WORLD OF FLAVOURS

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 offering world cuisine and our legendary Friday Tapas Brunch. An extensive in-room dining menu is available 24 hours a day.
CLICK HERE for more information.

## LET US TAKE CARE OF YOUR TRANSFERS

We would be pleased to arrange airport transfers in our BMW 7 series or chauffeur services during your stay. Please email or call us on +9714444 1444 to arrange your transfers.


## THE OBEROI SPA

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## DISCOVER DUBAI

Experience the best Dubai has to offer during your stay. CLICK HERE

## ADDITIONAL RESERVATION DETAILS

## Number of Guests:

Room Category:
Preferences: (subject to availability)
Check In Time:
Check Out Time:
Daily Room Tariff:

Rate Information:

1 Adult
1 Deluxe Suite
Please advise
15:00 hrs
12:00 hrs
AED 1,750.00
Subject to $10 \%$ Municipality fee, $10 \%$ service charge and AED 20 Tourism Dhiram per night.
Inclusive of buffet breakfast in our world cuisine restaurant nine7one

## KINDLY NOTE

## "LL" p 17

All reservations require a credit card guarantee. We reserve the right to release nonguaranteed reservations.

## CANCELLATION POLICY:

Guaranteed reservations may be cancelled before 15:00 hrs one day prior to the date of arrival. Any cancellations thereafter will incur a cancellation fee equivalent to one night's accommodation charge.

## EARLY ARRIVALS:

We have reserved your room one night prior to your arrival in order to guarantee it for early arrival.

## SMOKING:

Smoking is only permitted in designated areas and guest rooms. To reserve a smoking room, please email us. We will endeavour to reserve a smoking room for you, subject to availability.


This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.

- PLEASE NOTE -

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Sahara Holdings (Pty) Ltd. Finally, while Sahara Holdings attempts to ensure that all email is virus-free, Sahara Holdings accepts no liability for any damage caused by any virus transmitted by this email.

Sahara Holdings (PTY) Ltd
89 Gazelle Avenue, Corporate Park, Midrand, South Africa
Private Bag X180, Halfway House, 1685, South Africa


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anyone. Unauthorised use of this e-mail is prohibited. We take no responsibility for misdirection, corruption or unauthorised use of e-mail communications, or for any damage that may be caused as a result of transmitting or receiving an e-mail communication.

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"LL" p 19

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 23 February 2015 15:56 |
| To: | Sanjay Grover |
| Subject: | FW: Reservation Confirmation at The Oberoi; Dubai / Aashika Singh / 288964 |
| Attachments: | ATT00001.jpg; ATT00003.jpg; ATT00008.jpg; ATT00009.jpg; ATT00010.jpg; |
|  | ATT00011.jpg; ATT00012.jpg; ATT00013.jpg; ATT00014.jpg; ATT00015.jpg; |
|  | ATT00016.jpg; image001.jpg; image002.jpg; image003.jpg; image004.jpg; |
|  | image005.jpg; image006.jpg; image007.jpg; image008.jpg; image000.jpg; |
|  | image010.jpg; image011.jpg; image012.jpg; image013.png; image014.jpg; |
|  | image015.jpg; image016.jpg; image017.jpg; image018.jpg; image019.jpg; |
|  | image020.jpg; image021.jpg; image022.jpg; image023.jpg; image024.jpg; |
|  | image025.jpg; image026.jpg; image027.jpg; image028.jpg; image029.jpg; |
|  | image030.jpg; image031.jpg; image032.jpg; image033.jpg; image034.jpg |

From: The Oberoi, Dubai [mailto:reservations.todb@oberoihotels.com]
Sent: 23 February 2015 11:02 AM
To: sarah.benhaouem@oberoihotels.com; Ashu
Subject: Reservation Confirmation at The Oberoi, Dubai / Aashika Singh / 288964


## Suzanna Labher

Room Reservations


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## ADDITIONAL RESERVATION DETATLS

## Number of Guests:

Room Category:
Preferences:
(subject to availability)
Check In Time:
Check Out Time:
Daily Room Tariff:

1 Adult
1 Deluxe City view room
Please advise
15:00 hrs
12:00 hrs
AED 950.00
Subject to $10 \%$ Municipality fee, $10 \%$ service charge and AED 20 Tourism Dhiram per night.
"LL" p 21
Rate Information:
Inclusive of buffet breakfast in our world cuisine restaurant nine7one

## KINDLY NOTE

## RESERVATION CONFIRMATION:

All reservations require a credit card guarantee. We reserve the right to release nonguaranteed reservations.

## CANCELLATION POLICY:

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## EARLY ARRIVALS:

We recommend that the room should be reserved from the previous night if the arrival is early in the morning and the room is required immediately.

## PROOF OF IDENTITY:

Please be advised that valid identification is required at time of check in.

## SMOKING:

Smoking is only permitted in designated areas and guest rooms. To reserve a smoking room, please email us. We will endeavour to reserve a smoking room for you, subject to availability.
FOLLOW US ONLINE:

This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean. hereby canfirms the reservation for
$\square$ PIYOOSH GOYAL

| Service Requested | Meet and Greet Service on Arrival only |  |  |  | Nr. of Pax | 1-4 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Arrival Flight Nr. | EK761 | Date | 09 November 2010 | Time | 10H50 |  |
| Departure Flight Nr. | Date |  | Time |  |  |  |

Additional Services (Please indicate with $Y=Y e s$ or $N=N o$ )

| Airside Transfer Service | N | Lounger Service (International) | N |
| :---: | :---: | :---: | :---: |
| Additional Baggage Assistance | N | Lounge Service (Domestic) | N |
| Wheelchair Assistance | N |  |  |


| Special Instructions |
| :--- |
| MEET 1 PAX TO ARR HALL <br>  <br>  |





## "MM" p 1

| From: | Ronica Ragavan [ronica@oakbay.co.za](mailto:ronica@oakbay.co.za) |
| :--- | :--- |
| Sent: | Friday, July 3, 2015 10:47 AM |
| To: | Ajay Gupta; Jomarie Bezuidenhout |
| Subject: | FW: Call |

Show to boss

Regards

## Ronica Ragavan

Cell: 0834021388
Fax: 0866851814


Head Office:
JIC House, 106 A 16th Street, Midrand,
1685
P.O Box 1501, Halfway House, 1685

Tel: +27 115649400
Fax: +27113153789
Website: www.jic.co.za
Email: Users mail@jic.co.za


From: Saloojee, Muhammad [mailto:Muhammad.Saloojee@kpmg.co.za]
Sent: 02 July 2015 03:54 PM
To: O'Sullivan, Macky
Cc: Ronica Ragavan; Issa, Nabil; Hansraj, Shivona; Du Toit, Jaco
Subject: RE: Call

Nabil/Macky,
Thanks for the call just now with you and Ronica. To confirm the discussions:

1. Varun will be the initiator for his Dubai structure (Kamal initiator for his Dubai structure) .
2. Ashika will be lender under Mudaraba to "Varun's" DIFC SPC. Soo Young will be lender under Mudaraba to "Kamal's" DIFC SPC.
3. There will be no trust arrangement in place.
4. The share call option will be in favour of the lenders.
5. Ashika and Soo are not South African tax residents, and are not connected to the Initiators (Varun and Kamal).
6. Client is happy on the good standing of the lenders in case the call option needs to be exercised.

Ronica please revert if anything incorrect. Based on the aforesaid, Mackay will lodge the papers for the DIFC setup.
Kind regards.

## Muhammad Saloojee

Director and Head of Corporate Tax
Corporate Tax
KPMG Services (Pty) Ltd

Mobile: +27 (0)78 3391454
Office: +27 (0)116475925
Fax: +27 (0)116476090
Read more on our Website
Follow our South Africa Blog
Join us on Linkedln
Talk to us on Twitter
Visit our Facebook page
Visit our YouTube channel
$\overline{\text { KPMG is rated AAA (equating to a Level } 2 \text { contributor) in terms of Broad-Based Black Economic Empowerment }}$

From: Saloojee, Muhammad
Sent: 02 July 2015 8:17 AM
To: O'Sullivan, Macky
Cc: Ronica Ragavan; Issa, Nabil; Hansraj, Shivona; Du Toit, Jaco
Subject: Re: Call
Macky, I suspect that client will not be happy to have Soo Young having the share charge and call option over the Emirati's shares in the DiFC SPC. I suggest in this case that Ashika be the sole provider of finance and holder of the call option and share charge. Ronica to confirm this.

What I am not certain of is the following:

1. What type of finance is envisaged intially? I assume here that the finance which Ashika will provide will be to set up the legal structure (so we are not talking big sums - I would guess max Dir50 000 per structure). Is this correct?
2. If further finance is required by the Dubai LLC, is there anything stopping the Dunai LLC from getting such funding from third parties or banks or the initiators themselves?
3. The Mudaraba will also be a further (and second source of funding) which will be advanced by Ashika to the DIFC Spc allowing Ashika to take $99 \%$ of all dividends and profits of the Dubai SPC? The Mudaraba will be an arrangement between Ashika and the Emirati?
4. Will the Mudaraba arrangement be in place from the outset so as to tie down the Emirati?
5. There should be no formal arrangement between Ashika and the Initiators as this could claw back the SA tax in the hands of the initiators.

Please revert. If needs be lets arrange a Concall today please.

Kind regards. Muhammad

## Sent from my iPhone

On 01 Jul 2015, at 4:10 PM, O'Sullivan, Macky [MOSullivan@KSLAW.com](mailto:MOSullivan@KSLAW.com) wrote:
Dear Muhammad,

Further to our call today regarding the structure, we suggest the following revised structure:

- Varun/Kamal remain the Initiators. We explain to the DIFC Registrar of Companies that the DIFC SPC is being set up to bring in financing from the Lender (Soo Young Jeon/Aashika Singh) which will be invested by the DIFC SPC into the Dubai LLC of which the Initiator is a $49 \%$ shareholder and will therefore benefit from the proceeds of such financing.

Please note that the "Initiator" is simply the party establishing the SPC. The Initiator is the party that appoints the Corporate Service Provider and instructs the them moving forward. Consequently, the Emirati shareholder cannot be the Initiator.
-There will be no trust deed between Varun/Kamal and the Emirati shareholder. The shares will not be held on trust for Varun/Kamal.

- Soo Young Jeon/Aashika Singh will have a share charge and call option over the Emirati shareholder's shares in the DIFC SPC.
-Kamal/Varun will have a separate arrangement with Soo Young Jeon/Aashika Singh.
Please let me know whether the above works from a South African tax perspective. I am available to discuss at your convenience.

Best regards, Macky

Macky O'Sullivan
Associate

## King \& Spalding

$\mathbf{T}+97143779982|\mathbf{M}+971504551079| \mathbf{F}+97143779955$ | E mosullivan@kslaw.com Al Fattan Currency House, Tower 2, Level 24, DIFC | Dubai International Financial Centre, PO Box 506547, Dubai, UAE I www.kslaw.com

Middle East Offices in Abu Dhabi, Dubai and Riyadh (Affiliated Office)

From: O'Sullivan, Macky
Sent: 01 July 2015 17:26
To: 'Saloojee, Muhammad' Subject: Call

Hi Muhammad,

Just tried calling you. Please could you give me a call on my direct dial when you have a minute?

Thank you.

Macky O'Sullivan
Associate

## King \& Spalding

$\mathbf{T}+97143779982$ | M +971 504551079 | F +97143779955 | E mosullivan@kslaw.com
Al Fattan Currency House, Tower 2, Level 24, DIFC | Dubai International Financial Centre, PO Box 506547, Dubai, UAE | www.kslaw.com

Middle East Offices in Abu Dhabi, Dubai and Riyadh (Affiliated Office)

[^45]
## "MM" p 4

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## HK+SHANGHAI BANKING CORPORATION LTD

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## "NN" p 2

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4,250,000.00 CSR (HONG KONG) CO LIMITED ADD.FLATH TEQUESTA GROUP LIMITED UNI 652461963
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 REGIMENTS ASIA LIMITED UNIT 11 © 652353533 SUCCESS STAND LIMITED

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表格
Form
NC1

## 窅表時請峑開有開的註解。

Please read the accompanying Notes when completing this form．

## 1 擬探用的公司名稱 Intended Company Name

捋探用的公司英文名稱 Intended English Company Name
DELIGHT FOREVER LIMITED

換探用的公司中文名稱 Intended Chinese Company Name

```
長輝煌有限公司
```

2 公司類別 Type of Company
部在迹用的空格队加上 ，路 Please tick the relevani box
（1）私人 Private
$\square$ 非私入 Non－private

3 公司在香港的詿冊辦事處㨢採用的地址
The Intended Address of the Company＇s Reglstered Office in Hong Kong
Unit A，3F．，Cheong Sun Tower，
116－118 Wing Lok Street，
Sheung Wan，
Hong Kong

4 電郵地址 E－mail Address
info＠ckltd．co

本處專用 For Official Use
Document Ref．No．：T0000318997
Submission Date：21／02／2014

## $\underset{\substack{\text { 表格 } \\ \text { Form }}}{ } \mathrm{NC} 1$

＂OO＂p 2

## 5 股本 Share Capital



## 6 創辦成員 Founder Members



## 

＂OO＂p 3

## 7 首任秘書 First Secretary

A．個人秘書 Individual Secretary
1 中交姓名
Name in Chines $\square$
英文姓名 Name in English




身份證明 Identification
a 香港身份證號研
Hong Kong Identity Card Number

b 讙照
Passport


B．法人㯖體秘書 Corporate Secretary
香港地址
Hong Kong
Address
Unit A，3／F．，Cheong Sun Tower，
$116-118$ Wing Lok Street，
Sheung Wan，
Hong Kong

電冓地址
E－mal Address
info＠ckltd．co

公司線躆 Company Number

（Only applicable to body corporate reglstered in Hong Kong）

```
586217
```


## $\underset{\text { Form }}{\text { 表格 }} \mathbf{N C} 1$

## 8 首任董事 First Directors

## A．個人薫事 Individual Director



## 出任董事職位同意書 Consent to Act as Director


$\square$ 本人同意在公司成立嫒法團時出任其堇享，並確認本人已年滿 18 糋。
I consent to act as a director of the company on its incorporation and conflim that I have atfained the age of 18 years．

簽署 Signed ： $\qquad$
$\square$ 出任董事職位同意書會於公司成立筬法㯖的日期後 14 天內提交。
The Consent to Act as Direcior will be submitted not later than 14 days after the date of incorporation of the company．

## 表格 <br> Form <br> NC1

## 8 首任董事 First Directors（洨上頁 cont＇d）

B．法人園誰董事 Corporate Director


## 提示 Advisory Note

 All directors of the company are advised to read＇A Guide on Directors＇Duties＇published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guide．

出任董事職位同意書 Consent to Act as Director

本人獲上述公司授權確㒛上边公司同意在公司成立爲法虽時出任其董事。
I，being authorised by the above named company，confirm that the above company consents to act as a director of this company on its Incorporation．

劄署 Signed：Signed by PIN
法人團體董事的董事
Director of the Corporate Director
出任董事職位同意書曾於公司成立爲法㯖的日期後 14 天內提交。
The Consent to Act as Director will be submitted not later than 14 days after the date of incorporation of the company．

## 表格 <br> Form <br> NC1

## 9 創辦成員陳述書 Statement of Founder Member

本人現核證 I certify that：
（a）本人爲公司的創辦成氮或獾其授櫵人士（如創辦成員爲法人㯖體）並獲其他創辦成員（如有的話）授權簽署本表格。
I am a founder member of this company or an authorised person of a corporate founder member（if applicable）and am authorised by the other founder members（if any）to sign this incorporation form．
（b）名列本表格內但末簽署「出任董專職位同意書」的每一名董䱚已同意在公司成立番法團時擔任其董事，每名個人董事並且已年滿 18 歲。
Each of the directors named in this form who has not signed the＇Consent to Act as Director＇has consented to be a director of this company on its incorporation and each individual director has attalned the age of 18 yaars．
（c）所有創辦成員已按照《公司條例》第6及12條簽署公司的組織章程大綱及組織章程細則（如有的話），並確認連同本表格交付的公司章程大菵及章程細則（如有的話）的副本的內容，興由所有創辦成員簽署的該等章程大網及章程細則的內容相同。
The company＇s Memorandum of Association and Articles of Association（if any）have been signed by all founder members in accordance with sections 6 and 12 of the Companies Ordinance．The contents of the copies of the company＇s Memorandum and Articles（if any）delivered together with this form are the same as those of the Memorandum and Articles signed by all founder members．
（d）本表格所載的詳情屬準確，以及與公司組織章程大綱及章程細則所載的詳情相符。
The particulars contained in this form are accurate and consistent with those contained in the Memorandum and Articles of Association of this company．
（e）公司已嘦從《公司條例》中與詿冊有關的所有規定及與註冊的先決及附帶事宜有關的所有規定。
This company has complied with all the requirements of the Companies Ordinance in respect of registration and of matters precedent and incidental thereto．
（CR）
公司註冊虎 Companles Registry

## 表格 <br> Form <br> NR1

公司粘壁 Company Number

## 甠 Noto

 20399561 公司名稱 Company Name

## DELIGHT FOREVER LIMITED

2 更改詳情 Details of Change
只整䒤敖有更改的愐目 Please complete item（s）with change（s）only
（a）新註冊辦事虎地址 Now Address of Registered Office


生效日期 Effective Date


6）（b）新電郵地址 New Email Address


生效日期 Effoctive Dateratiof
（5）答畧 Signed
姓名 Name
HashmiSecretanal Services Limited 日期 Date堛事 Direcfor／公司秘書 Company Secretary＊


（3）提交人資料 Presentor＇s Reference
姓名 Name：HASHMI SECRETARIAL SERVICES LTD
地址 Address：UNIT B， $3^{\text {RD }}$ FLOOR，CHUN WAH
COMMERCIAL BUILDING，NO． 30 MINDEN
AVENUE，T．S．T，KOWLOON，HONG KONG．

电話 Tel： 23660401
侮真 Fax： 23677505
晤郵 Email：hashmi＠netvigator．com
僲號 Reference：

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| $13 / 005 / 2014$ |
| :---: |
| 日 DD／月 MM／年YYYY |

$\qquad$

CR

公司註冊虎 Companles Registry

Notice of Change of Company Secretary and Director（Appointment／Cessation）

## 存案Filed

## DELIGHT FOREVER LIMITED

2 公司秘書／董事的停任 Cessation to Act as Company Secretary／Director

A．現時在公司註冊度登記的詳情 Particulars Currently Registered with the Companies Registry



身分語明
公可秘書／董事的詳情 㑑然人〉Particulars of Company Secretary／Director（Natural Person）
中文姓名
Name in Chinese
英文媸名
Name in English

（9）公司秘晴／董事的詳情（法人圄骼）Particulars of Company Secretary／Director（Body Corporate）中文及英文名程 Chinese and English Names

## COMPANY KIT SECRETARIAL SERVICES LIMITED

B．停任詳情 Details of Cessation
停任原因
Reason for Cessation
（10）
停任日期
Date of Cessation

 Will this director or alternate director continue to hold office as alternate director or director in

4）提交人资料 Presentor＇s Reference

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招明如睤 1／2014（2014年3月）Specification No．1／2014（March 2014）

3 委任公司秘書／畐事（自然人）Appointment of Company Secretary／Director（Natural Person）
 company secretary／director）



| 代替 Alternate 10 |
| :--- |
|  |
|  |



身分讙明 Identification
（a）番港身分湓鲅鸲
Hong Kong Identity Card Number
（b）譩照
Passport


委任日期 Date of Appointunent

| 13 | 05 | 2014 |
| :---: | :---: | :---: |
| 日DO | 月 MM | 年 YMY |

 $\square$ 是 Yes
$\mathbf{X}$ 否 No company at the time of this appointment？

| 提示 Advisory Nate |  All directors of the company are advised to read＇$A$ Guide on Directors＇Dutles＇published by the Companies Registry and acquaint themselves with the peneral duties of directors outlined in the Guide． |
| :---: | :---: |





指明畦站 1／2014（2014 年 3 月）Speclication No． 1 ／2014（March 2014）

表格 Form ND2A

4 委任公司秘弗／童事（法人圈䯏）Appointment of Company Secretary／Director（Body Corporate）
 company secretary／disector）


 is this director or altermate director already an existing alternate director or director in this company at the time of this appointment？

| 提示 Advisory Note |  All directors of the company are advised to read＇$A$ Guide on Directors＇Dutles＇published by the Companles Registry and acqualnt themselves with the general dutios of directors outilined In the Gulde． |
| :---: | :---: |


1，acting on behalf of the above named company，confirm that the above company consents to act as director／ altemate director＊of this company．

署 Signed： $\qquad$
Director／Company Secretary／Authorized Person of the Director（Body Corporate）＊
出任童事職位同意書 Consent to Act as Director
本通知蒲包括下列撗頁 This Notice includes the following Continuation Sheet（s）

| 㗐買 Continuation Sheet（s） | A | B | C |
| :--- | :---: | :---: | :---: |
| 買數 Number of pages |  |  |  |

（24） 5 確認（適用的話）Confirmation（ffapplicable）

Each natural person appointeg day fimpany eaerotaryandinamed in thls Notice ordinarily resides in Hong Kong．
劄異 Signed
HASHMI SECRET ARIAL SERVICES
姓名 Name
: LIMPTED .............日期 Date $\qquad$


招明的號 1／2014（2014 年 3 月）Specification No．1／2014（March 2014）
落三臬 Page 3

## Form

## 蕒頁 A ContinMatornshet A <br> 公司数䠔 Company Number <br> 2039956

公司秘寒／電事的停任（第2項）

## Cessation to Act as Company Secretary／Director（Section 2）

A．現時在公司註冊碱登記的詳傎 Particulars Currently Registered with the Companies Registry


| 身分 Capacity | 公司秘䇾 <br> Company Secratary | 爯事 Director | 猴補者事 | 代替 Altemate to |
| :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |
|  |  |  |  |  |

公司秘書／董事的詳墭（自然人）Partculars of Company Secretary／Director（Natural Person）
中文姓名
Name in Chinese


英文姓名
Name in English Sumame
Other Names

身分諸明
Identification


9 公司移羊／偅事的詳情（法人㯖體）Particulars of Company Secretary／Director（Body Corporate）中文及其文名楆 Chinese and English Names

## COMPANY KIT REGISTRATIONS LIMITED

B．停任詳情 Details of Cessation


[^46]

2039956
（10） 3 樀職通知 Notice of Resignation

按照上述公司的章程細則或本人與該公司言立的協議的規定，本人須向該公司發出辟職通知；本人亦已按照該規定誓出锌職通知。
I am required by the articles of the above－named Company or by an agreement with the Company to give notice of resignation to the Company and I have given notice of resignation in accordance with the requirement．
$\square$ 按照上述公司的章程細則或本人與該公司訂立的協議的規定，本人須向該公司發出鿷職通知•本人並未按照該規定發出通知，但已將鿷職通知的印本送交該公司；或將該通知的電子版發送予該公司；或將該通知留在該公司的註冊辦事虗。
I am required by the articles of the above－named Company or by an agreement with the Company to give notice of resignation to the Company．I have not given notice of resignation in accordance with the requirement but I have sent the notice of resignation to the Company in hard copy form or in electronic form，or have left it at the registered office of the Company．按照上述公司的章程细則或本人與該公司訂立的任何協議，本人不須向該公司發出辟職通知。
I am not required by the articles of the above－named Company or by any agreement with the Company to give notice of resignation to the Company．
（5）答署 Signed
姓名 Name
For and on behalf of
Company Kit Secretarial Services Limited
$\qquad$
解職的公司䅗書／远車＊
日期 Date：
13 MAY 2014

Resigning Company Secretary／Director＊

[^47]B．䁹職詳倩 Details of Resignation

> 摘職 日期
> Date of Resignation

 Will this director or alternate director continue to hold office as alternate director or director in this company after the date of resignation？是 Yes
$\square$ 否 No
提交人答料 Presentor＇s Reference
姓名 Name：
地址 Address：
請勿填寫本睔 For Official Use


| 電話 Tel： | 傅其 Fax： |  |
| :--- | ---: | :--- |
| 䉓郵 Email： |  | 13 MAY 2014 |
| 檔號 Reference： | HKRFB7445 |  |

公司细號 Company Number
2889＂955
（10） 3 解職通知 Notice of Resignation
棓在洁用的空格内加上 人 號 Please lick the relevant box
按照上述公司的章程细則或本人與該公司訂立的䧸議的規定，本人須向該公司發出辟職通知；本人亦已按照該規定發出㓺職通知•
I am required by the articles of the above－named Company or by an agreement with the Company to give notice of resignation to the Company and I have given notice of resignation in accordance with the requirement．按照上述公司的章程細則或本人與該公司訂立的協莪的規定，本人須向該公司發出辟職通知。本人並未按照該規定發出通知，但已將辭職通知的印本送交該公司：或將該通知的電子版發送予該公司：或將該通知留在該公司的註冊辦事處。
I am required by the articles of the above－named Company or by an agreement with the Company to give notice of resignation to the Company．I have not given notice of resignation in accordance with the requirement but I have sent the notice of resignation to the Company in hard copy form or in electronic form，or have left it at the registered office of the Company．

按照上述公司的章程細則或本人與該公司訶立的任何協議，本人不須向該公司發出解職通知。
I am not required by the articles of the above－named Company or by any agreement with the Company to give notice of resignation to the Company．


$C R$
公司註冊處 Companies Registry

## DELIGHT FOREVER LIMITED

2 公司秘書／董事的停任 Cessation to Act as Company Secretary／Director

A．現時在公司註冊慮登記的詳情 Particulars Currently Registered with the Companies Registry



公司秘費／亩事的詳倩（自然人）Particulars of Company Secretary／Director（Natural Person）


或 OR
（9）公司秘書／董事的詳情（法人團體）Particulars of Company Secretary／Director（Body Corporate）中文及英文名程 Chinese and English Names


B．侮任詳情 Details of Cessation
停任原因
Reason for Cessation
停任日期
Date of Cessation


Will this director or altemate director continue to hold office as alternate director or director in $\square$ 否 No

提交人资料
始名 Name：
地
地址 Address：
Presentor＇s Reference
HASHMI SECRETARIAL SERVICES LIMITED UNIT B， $3^{\text {HD }}$ FLOOR，CHUN WAH COMMERCIAL BUILDING，NO． 30 MINDEN AVENUE，T．S．T， KOWLOON，HONG KONG．

电話 Tel： 2366 040］侮真 Fax： 23677505
觡郵 Email：Hashmi＠netvigator．com
擅睎 Reference： 770656

䛨勿填舄本捫 For Official Use


23201013263
ND2A
16／01／2015

表格
Fom
3 委任公司秘書／董事（自然人）Appointment of Company Secretary／Director（Natural Person）
 company secretary／dinector）

| 身分 | 公司秘書 X | 萓事 | 侯補煑事 | 代替 Alternate to |
| :---: | :---: | :---: | :---: | :---: |
| Capacity | Company Secretary | Director | Alternate Director |  |


| 中文姓名 Name in Chinese | NIL |
| :---: | :---: |
| 英文妘名 $\begin{aligned} & \text { Sume } \\ & \text { Name in English } \\ & \text { Sumame }\end{aligned}$ | XIANG |
| Other Names | JUKUN |
| 前用姷名 <br> Prevlous Names中齐 <br> Chinese | NIL |
| English | NIL |
| 別名  <br> Alias 中文 | NIL |
|  | NIL |
| 地址 Address | ROOM NO． 0511 JINMAODASHA， 699 CHOUZHOU NORTH |
|  | YTWU，ZHEJIANG |
|  | － |
| $\text { Country } / \text { Region }$ | CHINA |
| 製郵地址 |  |

身分證明 Identification

 Is this director or alternate director already an existing alternate director or director In this company at the time of this appointment？


4 委任公司秘書／薫事（法人團體）Appointment of Company Secretary／Director（Body Corporate）
 company secretary／director）


| 身分 | 公司秘書 | 董事 | 候補菹事 | 代替 Alternate to |
| :---: | :---: | :---: | :---: | :---: |
| Capaclty | Company Secretary | Director | Alternate Director |  |

19 中文名栲
Name in Chinese

英文名稱
Name in English

地址
Address


電鄆地址
Emall Address
公司編瓳 Company Number

（Only applicable to body corporate registered in Hong Kong）
委任日期 Date of Appointment

|  |  |  |
| :---: | :---: | :---: |
| 日 DD | 月 MM | 年YYYY |

上泼苗事或候補董事在㒂䄍適次委任時，是否已經是這公司的現任候補蒿事或董事？ Is this director or alternate director already an existing alternate director or director in this company at the time of this appointment？
提示
Advisory Note
 All directors of the company are advised to read＇A Gulde on Directors＇Duties＇published by the Companies Registry and acquaint themselves with the general duties of directors outllned in the Guide．

出任董事職位同意書 Consent to Act as Director

I ，acting on behalf of the above named company，confirm that the above company consents to act as director／ alternate director＊of this company．

䉞署 Signed： $\qquad$

Director／Company Secretary／Authorized Person of the Director（Body Corporate）＊
本通知書包括下列締頁 This Notlce includes the following Continuation Sheet（s）

| 㮌貝 Continuation Sheet（s） | A | B | C |
| :--- | :---: | :---: | :---: |
| 買敬 Number of pages |  |  |  |

## 5 確認（適用的話）Confirmation（If applicable）

名列本通知書内的每一名獀委任為公司秘雷的自然人通常居於香港。
Each natural person appointed as company secretary and named in thls Notice ordinarily resides in Hong Kong．
籡署 Signed


日期 Date


## 僅供參考 <br> For Information Only

## S． 744

公司編號
Company No．： 2039956
公司名稱
Company Name：長軑煌有限公司
DELIGHT FOREVER LIMITED

本處現正考慮將上述公司的名稱從公司登記冊剔除。
Striking the name of the above company off the Companies Register is under consideration．

## CERTIFICATE OF INCORPORATION

## 公司註册證書

I hereby certify that
本 人謹此證明

## SUCCESS STAND LIMITED

is this day incorporated in Hong Kong under the Companies Ordinance於 本 日 根 據 《公司條例》（香港法例第32章）
（Chapter 32 of the Laws of Hong Kong）and that this company is limited．在 香 港 註 册 成 為 有 限 公 司

Issued on 8 March 2013.
本證書於二○一三年三月八日發出。


Note 註：
Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof．
公司名稱獲公司註册處註册，並不表示獲授予該公司名稱或其任何部分的商標權或任何其他知識産權。

公司硅冊遽 Companies Registry

周年申報表 Annual Return

表格
Form
公司編號 Company Number
1871509

1 公司名稱 Company Name

## SUCCESS STAND LIMITED

（7）蕳業名㗚（如有的話）Business Name（If any）

NIL
3 公司類別 Type of Company

V
社人公司
Private company公䍗公司
Public company
$\square$
据保有限公司
Company timited by guarantee
（8） 4 本申報表的結算日期 Date to which this Return is Made Up



For a private company，the information in this return should be made up to the anniversary of the date of its incorporation． For a public company，the retum should be made up to the date that is 6 months after the end of its accounting reference period．
For a company limited by guarantee，the return should be made up to the date that is 9 months after the end of its accounting refenence period．）
（3） 5 酭本表格交付的財務報表所涵䒸的曾計期 Period Covered by Financial Staements Delivered with this Form （琹人公司舞票理韩此項 A private company need not complete this section）


6 詿冊辦事處地扯 Address of Registered Office
Room 2108，21／F．，C C WU Building， 302－308 Hennessy Road，Wanchai，Hong Kong

提交人資料Presentor＇s Reference
姓名 Name：JBL Secretary Services Limited
地址 Address：Room 2108，21／F．，C C WU Building， 302－308 Hennessy Road， Wanchai

要話 Tel：
酙 Emai：
info＠bl．bl
楅弱 Reference：
指明縕根1／2014（2014年3月）Sperification No． 1 12014（March 2014）


## $=$

 1871509（13） 7 黾郵地址 Email Address

## NLL

## 8 按揭及押記 Mortgages and Charges

便復如此登豇的按揭及押枵的負僓絡類
Total amount of the indebtedness as at the date to which this return is made up in respect of all mortgages and charges which are required to be registered with the Registrar of Companies pursuant to the Companies Ordinance or would have been required to be so registered if created after 1 January 1912

NIL

9 無股本公司的成員人數 Number of Member（s）of a Company Not Having a Share Capital


## 截至本申報表的結算日期的成員人數

Number of Member（s）as at the Date to which this Return is Made Up

```
NiL
```

（12） 10 股本 Share Capital




## 11 公司秘書 Company Secretary

A．公司秘書（自然人）Company Secretary（Natural Parson）
中文姓名
Name in Chinese
英交姓名
Name in English


$$
\begin{array}{r}
\text { 名字 } \\
\text { Other Names }
\end{array}
$$

前用姓名
Previous Names

## 別名

Alias
（13）香港通訊地址
 Hong Kong Correspondence Address

電軣地址 Email Address
（15）身分镫明 Identification
（a）香港身分謤號兂 Hong Kong identity Card Number
（b）酛 照 Passport策登国家
Issuing Country

NIL
 N 號

NIL

|  |
| :--- |
| 香港／HONG KONG |
| NIL |

$$
\begin{gathered}
\text { 地 } \\
\text { Region }
\end{gathered}
$$

## NIL

B．公司秘書（法人遊霊）Company Secretary（Body Corporate）

（16）中文名皘
Name in Chinese
（16．）英文名㛵
Name in English
17
香港地塪
Hong Kong
Address
 Email Address

公司編弱Company Number

## 

JBL Secretary Services Limited
Room 2108，21／F．，C C WU Building，
302－308 Hennessy Road，Wanchai


[^48]
## $\underset{\substack{\text { 表禁 } \\ \text { Form }}}{ }$ NAR1

## 12 董事 Directors

A．董事（自然人）Director（Natural Person）





中交姓名
Name in Chinese
英文姓名
Name in English


前用姓名
Previous Names

| 中文 |
| ---: | ---: |
| Chinese |

別名
Alias
（19）住址
Residential
Address
（20）

（2i）身分語明 Identification
China ID No．：430181198802251486
（a）香港身分證號碼 Hong Kong Identity Card Number $\square$
筫嶪國家
tssuing Country
（b）篗 照 Passport
$\qquad$

## 表㮢 form NR

## 12 董事 Directors

（網上頁 cont＇d）
B．董事（法人 放 體）Director（Body Corporate）




中文名稱
Name in Chinese
NIL

英文名㛵
Name in English
NIL

2 地
Address
 Email Address

公司辐哯 Company Number


（Only applicable to body corporate registered in Hong Kong）

（18） 2 身分
Capacity

中文名和
Name in Chinese

英文名糐
Name in English


地址

$\square$

侯補荁事
Alternate Director


NIL


Address

䉓 䖥 地 址


## Email Address

公司編路 Company Number


## NiL

（Only applicable to body corporate registered in Hong Kong）

## $\underset{\substack{\text { 表枚 } \\ \text { rorm }}}{ }$ NAR1

## ＂OO＂p 26

公司能跂 Company Number
1871509

## 12 董事 Directors

（䆏上頁 cont＇d）
C．備任董事 Reserve Director
（只適用於只有一名成邑而䰻成員同時亦是唯一苴事的私人公同）
（Only applicable to a private company with only one member who is also the sole director of the company）

## 中交姓名

Name in Chinese
英文姓名
Name in English

前用姓名
Previous Names
（19）
住址
Residential
Address
（23）霓賏地址
Email Address
（21）身分監明 Identification
（a）香港息分證號碭香巷見分證続研
Hong Kong Identity Card Number
（b）臨 照 Passport


## 

13 有股本公司的成員詳情 Particulars of Member（s）of a Company Having a Share Capital
（有股本的公司必須啧報跎严 Company having a share capital must complete this section）
研在渭用的空挌户加上 $\checkmark$ 路 Please tick the reievant box
目非上市公司的成員詳俏列於附変—
Particulars of members of a non－listed company are listed in Scheduie 1上市公司的成員詳情列於附表二
Particulars of members of a listed company are listed in Schedule 2

14 公司紀錄Company Records

公司備存下列紀錄的地址（如並非備存於第6項所述的註曲辦事蓬內）
Address where the following company records are kept（If not kept at the registered office stated in Section 6）


## 15 陳迅書 Statement




條㔚时算公司成員人數時不包括在內的人。
The Company has not，since the date of the last annual return（or since the date of incorporation in the case of the first annual return），issued any invitation to the public to subscribe for any shares or debentures of the company and that if the number of members of the company exceeds 50 as at the date of this return，the excess consists wholly of persons who，under section $11(2)$ of the Companies Ordinance，are excleded in the calculation of the number of members of the company．

## 提示 Advisory Note


All directors of the company are advised to read＇A Guide on Oirectors＇Duties＇published by the Companies Registry and acquaint themselves with the general duties of directors outiined in the Guide．

本申報费包咶下列倳頁 This Return includes the following Continuation Sheet（s）．

| 袥頁 Continuation Sheet（s） | A | B | C | D |
| :--- | :---: | :---: | :---: | :---: |
| 頁 数 Number of pages | 0 | 0 | 0 | 0 |



姓名 Name：
JBL Secretary Services Limited日期 Date：
（3）籡署 Signed：

[^49]
$$
\text { 第七倣Page }{ }_{4}
$$

## 表格 <br> Form

本申報表的結算日期
Date to which this Return is Made Up

| 8 | 3 | 2014 |
| :---: | :---: | :---: |

公司憾辟Company Number 1871509

26）非上市公司的成員詳情（第 13 項）
Particulars of Member（s）of a Non－listed Company（Section 13）

（Non－fisted company having a share capital must complete this page．If the space provided is insufficient，or if there is more than one class of shares，please use additional Schedufe 1．）


股類別 Class of Shares
Ordinary

此類別股份的已裉行橧数 Total Number of Issued Shares in this Class
10,000

＊如公司的股份自上一份周年申報表日期以來（如屡曾份周年申報表，則自公司成立痛法團以来）有任

＊If there have been any transfers of the company＇s shares since the date of the last annual return for since incorporation if this is the first annual return），please also provide details of the transfers；the name of the transferee should be stated in the＇Remarks＇column．
$C R$
公 司 詿 册 處 Companies Registry

## 法團成立表格

（股份有限公司） Incorporation Form （Company Limited by Shares）

## 表格 <br> Form <br> NNC1

## 路 Note

（8）建謡探用的公司名稱 Proposed Company Name
建繶探周的公司英文名稃 Proposed English Company Name


建議探用的公司中文名稱 Proposed Chinese Company Name

## 巨慧企業有限公司

（9） 2 公司類別 Type of Company

$\square$ 私人 Private $\quad \square$ 公䍗 Public
（10） 3 公司在香港的註冊辨事處的建礒地址
Proposed Address of the Company＇s Registered Office in Hong Kong

ROOM B，10／F．，TOWER A，BILLION CENTRE， 1 WANG KWONG ROAD，KOWLOON BAY，KOWLOON，HONG KONG．

（11） 4 電郵地址 Email Address


4 提交人資料 Presentor＇s Reference
姓名 Name：SBC CORPORATE SERVICES LIMITED地址 Address：ROOM B，10／F．，TOWER A， BILLION CENTRE， 1 WANG KWONG ROAD． KOWLOON BAY，KOWLOON，HONG KONG．

電㩾 Email：formation＠sbcincorp．com
䅦號 Reference：
括吅總號1／2014（2014 年 3 月）Specification No．1／2014（March 2014）

## 表格 <br> Form <br> NNC1

（12） 5 公司組成時的股本及最初的股份持有情況
Share Capital and Initial Shareholdings on the Company＇s Formation

| 股份的熲㕱 （如普通股／優先股等） Class of Shares （e．g．Ordinary／ Preference etc．） | 建談㭚行的股份總數 Total Number of Shares Proposed to be lssued | 货慜 Currency | 刢辦成員爵購的段本樬額 <br> Total Amount of Share Capital to be Subscribed by Founder Members <br> （a） | 建婯發行的股份的將要做付或禗爲已鹳付的襣歌額 Total Amount to be Paid Up or to be Regarded as Paid Up on the Shares <br> Proposed to be Issued <br> （b） | 建鰦發行的股份的 <br> 尚未橎付的襎歌賈 Total Amount to Remain Unpaid or to be Regarded as Unpaid on the Shares Proposed to be Issued <br> （a）－（b） |
| :---: | :---: | :---: | :---: | :---: | :---: |
| ORDINARY | 1 | HKD | 1.00 | 1.00 | 0 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| 總值 Total |  | HKD | 1.00 | 1.00 | 0 |
|  | 1 |  |  |  |  |

13 5A 股份所附罡的權利的詳倩 Particulars of Rights Attached to Shares


| 段份的類别 （如普通股）優先段等） Class of Shares （e．g．Ordinary／ Preference etc．） | 附带的權利的解倩 <br> （包括表决權：在分派股息時参與該項分派的權利： <br> 在分派股本時参與䠹項分派的權利；該類別股份是否犀可鮞回股份等） Particulars of Rights Attached （Including voting rights；rights to participate in a distribution as respects dividends； rights to participate in a distribution as respects capital；whether the shares are redeemable etc．） |
| :---: | :---: |
|  | N／A |

（14） 6 創辨成員 Founder Members


英交妊名／名橝 Name in English



| 駺的的股本 Share Capital to be Subscribed | 役敒的類别 （如普通股／倨先股等） | 建澥向够成員验行的股份數目 Shares Proposed to be Issued to the Member |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  | Class of Shares <br> （e．g．Ordinary／Preference etc．） |  | $\begin{aligned} & \text { 貨雰 } \\ & \text { Curाency } \end{aligned}$ | $\begin{gathered} \text { 樬敬額 } \\ \text { Total Amount } \end{gathered}$ |
| ＋ | ORDINARY | 1 | HKD | 1.00 |
| $\underline{-1}$ |  |  |  |  |
| ＝ |  |  |  |  |
|  | 總值 Total | 1 | HKD | 1.00 |
|  |  | 1 |  |  |


| 2 中文姓名／名稱 |
| :--- |
| Name in Chinese |$\quad \mathrm{N} / \mathrm{A}$



地址
Address


## 路䁔的股本 <br> Share Capital to be Subscribed


（15） 7 首任公司秘寒 First Company Secretary
 person or a boody corporata）
A．公司秘書（自然人）Company Sacretary（Natural Person）



（18）身分登明 Identification
（a）香港身分静硠砞
Hong Kong Identity Card Number
（b）歌照
Passport

（20）
B．公司秘書（法人玏髐）Company Secretary（Body Corporate）



| 电羂地址 Emall Address | formation＠sbcincorp．com |
| :---: | :---: |
| 公司编號Company Number | 618863 |

## $\underset{\substack{\text { 表菘 } \\ \text { Form }}}{ }$ NNC1

（15） 8 首任董事 First Directors
A．䒸事（自然人）Director（Natural Person）



英交姓名 Name in English

英交 English

（21）住址
Residential
Address
ROOM 4A， 163 HENNESSY ROAD，
WANCHAI，HONG KONG．

| Address | WANCHAI，HONG KONG． |
| :--- | :--- | :--- |
| Country／Region |  |
| 國家／地區 |  |

键地址
Email Address

23 身分鼟明 Identification
（a）香港身分歌躆理
Hong Kong Identity Card Number
（b）歌照
Passport


## 提示 Advisory Note

 All directors of the company are advised to read＇A Guide on Directors＇Duties＇published by the Companies Reglstry and acquaint themselves with the general ctuties of directors outlined in the Guide．
（26）出任董事職位同剪書 Consent to Act as Director
解在適布的空格历加上 人 蛔 Piease tick the relevant box
（1）本人同意在公司成立爲法㽗時据任其董事，並確認本人已年滿 18 歲。 I consent to be a director of the company on its inforporation and confirm that I have attained the age of 18 years．

劄署 Signed

$\square$ 出任董事職位同意意會於公司成立爲法團的日期嵝15日內交付登記。 The Consent to Act as Director will be delivered for registration not later than 15 days after the date of incorporation of the company．

第五貝 Page 5

## 表格 <br> Form <br> NNC1

## 8 首任董事 First Directors（觬上頁 contd）

B．董事（法人国戙）Director（Body Corporate）



莫文名稃
Name in English

（24）


$\square$
公司勫號 Company Number



## 提示 Advisory Note

 All directors of the company are advised to read＇A Guide on Directors＇Duties＇published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guide．

## 出任董事職位同意書 Consent to Act as Director


$\square$
 I ，being authorized by the above body corporate，confirm that the body corporate consents to be a director of this company on its incorporation．

筑署 Signed ： $\qquad$ Director／Company Secretary／Authorized Person of the Body Corporate＊

■出任董事職位同意書會於公司成立箒法畦的日期後15日内交付登記• The Consent to Act as Director will be delivered for registration not later than $\mathbf{1 5}$ days after the date of incorporation of the company．

[^50]
## 

## （29 創辦成員陳述書 Statement of Founder Member

## 本人現㧡話 I certify that：

的話）授槯簽署本表格。
I am a founder member of this company or an authorized person of a founder member，which is a body corporate（if applicable）and am authorized by the other founder members（if any）to sign this incorporation form．
（b）名列本衰格內的每一名孱自然人的公司秘書通常居於香港。
Each of the company secretaries named in this form who is a natural person ordinarily resides in Hong Kong．
時㧪任其萓事，每一名犀自然人的蓇事並且已年满 18 嵗•
Each of the directors named in this form who has not signed the＇Consent to Act as Director＇ has consented to be a director of this company on its incorporation and each director who is a natural person has attained the age of 18 years．
（d）所有㓣辦成員已爲（公司㖼例）第 $67(1)(a)$ 條的目的而劄署公司的章程細則，並確認連同本表格交付的公司章程細則的文本的內容，與由所有創韼成員簽署的䓂等章程細則的内容相同
The company＇s articles have been signed by all founder members for the purposes of section $67(1)$（a）of the Companies Ordinance．The contents of the copy of the company＇s articles delivered together with this form are the same as those of the articles signed by all founder members．
（e）本表格所载的資料，陳迅及詳倩坞屡準確，並與公司的章程細則內的资料，陳迅及詳情相符。
The information，statements and particulars contained in this form are accurate and consistent with those contained in the company＇s articles．
（f）公司已莩守（公司條例）中就有關公司社冊的所有規定•
All the requirements of the Companies Ordinance in respect of the registration of the company have been complied with．

本费格包括下列綡頁 This Form includes the following Continuation Shest（s）

| 綪頁 Continuation Shest（s） | A | B | C | D |
| :--- | :--- | :--- | :--- | :--- |
| 買数 Number of pages | 0 | 0 | 0 | 0 |

（7）签署 Signed：

姓名 Name：
旦期 Date： 12 JAN 2015
$\frac{\text { WONGLOK YAN }}{\text { 㓯解成共 Founder Member }}$
模日DD／月MM／年YYY

## VAST WISDOM ENTERPRISE LIMITED

巨慧企業有限公司
於 17／03／2015

## 通過的特別決議

根㴵本公司唯一成員所簽署的書面議決交件，現正式一致通過以下之決議
股份的轉諢
現議決及批准下列股份的轉讓
出譲人
WONG LOK YAN
黃樂欣
承讓人
TANG SHUANGFENG唐雙鳳

## 轉躃股份的數量

1

爲符合公司章程的規定，本公司唯一成員決議通過，當上述股份轉讓辦妥及完成後，此股份轉讓詳情将登錄在成員名冊及轉讓記錄冊內，本公司並簽發相關數量的股票並蓋上法定之鋼印予承讓人。


## 提交人资料 Presentor＇s Reference

好君 Name：SBC CORPORATE SERVICES LIMITED
地址 Address：ROOM B，10FF．，TOWER A， BILLION CENTRE，I WANG KWONG ROAD． KOMOON BAY，KOMLOON．HONG KONG．
電話 Tel：852－25077219 侮真 Fax：852－2507 7225重刺 Email：formation＠sbciacorp．com

睛勿損舄本栈 For Official Use


1 建議探用的公司名稱 Proposed Company Name
建議探用的公司英文名稱 Proposed English Company Name

| HECOME LIMITED |
| :---: | :---: |

建議探用的公司中文名䊩 Proposed Chinese Company Name

| $\square$ | 慶錦有限公司 |
| :--- | :--- |

2 公司類別 Type of Company

（V）私人 Private
$\square$ 公豦 Public
3 公司在香港的註册辦事慮的建議地址
Proposed Address of the Company＇s Registered Office in Hong Kong

| Unit A，3／F．，Cheong Sun Tower， |
| :--- |
| $116-118$ Wing Lok Street， |
| Sheung Wan， |
| Hong Kong |


4 電郵地址 Email Address
$\square$
本䖕楽用 For Official Use
Document Ref．No． 70000344868
Submission Date：22／03／2014
Resubmission Date：
＂OO＂p 38

5 公司組成時的股本及最初的股份持有情況
Share Capital and Initial Shareholdings on the Company＇s Formation

| 眨份的類別 （如普通股／優先股等） Class of Shares （e．g．Ordinary／ Preference etc．） | 建满迹行的股份総數 Total Number of Shares Proposed to be issued | 货幣 Currency | 鄃謘成員認購的股本總額 Total Amount of Share Capital to be Subscribed by Founder Members <br> （a） | 建議翊行的股份的將要㰙付或視爲已数付的總款額 Total Amount to be Pald Up or to be Regarded as Paid Up on the Shares Proposed to be Issued <br> （b） | 建碳發行的股份的向末鞂付或視爲少未数付的總款額 Total Amount to Remain Unpaid or to be Regarded as Unpaid on the Shares Proposed to be Issued <br> （a）－（b） |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Ordinary | 1 | HKD |  | 1 | 0 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| 總值 Total |  | HKD | 1 | 1 | 0 |
|  |  |  |  |  |  |

5A 股份所附帶的權利的詳情 Particulars of Rights Attached to Shares


| 股份的類別 （如普通股）優先眨等） Class of Shares （e．g．Ordinary／ Preference etc．） | 附带的䠨利的掸倩 <br> （包括表決㩲；在分派股总時参與該項分派的權利； <br>  <br> Particulars of Rights Attached <br> （Including voting rights；rights to participate in a distribution as respects dividends； rights to participate in a distribution as respects capital；whether the shares are redeemable etc．） |
| :---: | :---: |
|  |  |

6 創辦成員 Founder Members
地址
Address
國家／地要 Country Region
䘫䐟的股本
Share Capital to be Subscribad

| 股份的准列（如普通胝Class of Shares（e．g．Ordinary $/$ Preferance etc．） |  Shares Proposed to be lssued to the Member |  |  |
| :---: | :---: | :---: | :---: |
|  |  | $\begin{aligned} & \text { 貨幣 } \\ & \text { Currency } \end{aligned}$ | $\begin{gathered} \text { 總款窚 } \\ \text { Total Amount } \end{gathered}$ |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| 總值 Total |  |  |  |
|  |  |  |  |

## 表格 <br> NNC1 <br> fom NNCI

7 首任公司秘晝 First Company Secretary
A．公司秘書（自然入）Company Secretary（Natural Person）
中文姓名
Name In ChInese
英文姓名 Name in English




震䮇地址 Email Addrass

身分證明 Identification
（a）香港身分諨號䲽
Hong Kong Identity Card Number

（b）能照 Passport


路砢 Number
B．公司秘書（法人㯖體）Company Secretary（Body Corporate）
1 中文名桖 Name in Chinese

英交名稱
Name in English


香港地址。
Hong Kong

| Unit A，3F．，Cheong Sun Tower， |
| :--- |
| $116-118$ Wing Lok Street， |
| Sheung Wan， |
| Hong Kong |



奄娷地址
Email Addross
info＠ckltd．co

公司編䟚 Company Number
指明網號 1／2014（2014年3月）Specificabion No． $1 / 2014$（March 2014）

## 表格 <br> NNC1 <br> Form

＂OO＂p 41

## 8 首任董事 First Directors

A．董事（自然人）Director（Natural Person）


出任董事職位同意書 Consent to Act as Director

$\square$ 本人同意在公司成立爲法圖時擔任其董事，並確誌本人已年满 18 歲。
I consent to be a director of the company on its incorporation and confirm that I have attained the age of 18 years．

筬署 Signed － Signed by PIN
$\square$ 出任董事職位同意書會於公司成立爲法團的日期後15日内交付登記。
The Consent to Act as Director will be delivered for registration not later than 15 days after the date of incorporation of the company．

## ＂OO＂p 42

## 

8 首任董事 First Directors（紿上頁 contd）
B．董事（法人團體）Director（Body Corporate）


本人獲上遮法人團體授權確認上进法人團體同意在公司成立雄法團時搪任其董事。 I，being authorized by the above body corporate，confirm that the body corporate consents to be a director of this company on its incorporation．

簽署 Signed ： $\qquad$
$\square$ 出任董事職位同意畫會於公司成立爲法園的日期後15日內交付登記。 The Consent to Act as Director will be dellvered for reglstration not later than 15 days after the date of Incorporation of the company．

## 素鳖 NNC1

＂OO＂p 43

## 9 創辦成員陳迌書 Statement of Founder Member

本人現核登 I certify that：
的話）授權簽署本表格。
I am a founder member of thls company or an authorized person of a founder member，which is a body corporate（if applicable）and am authorized by the other founder members（if any）to sign this incorporation form．
（b）名列本表格丙的每一名嵓自然人的公司秘書通常居於香港。
Each of the company secretaries named in this form who is a natural person ordinarily resides In Hong Kong．
（c）名列本表格內但末簽署「出任董事獞位同意書」的每一名荲事已同意在公司成立鳥法围時推任其董事，每一名屈自然人的苴事並且已年满 18 蔵。
Each of the directors named in thls form who has not slgned the＇Consent to Act as Director＇ has consented to be a director of thls company on Its incorporation and each director who is a natural person has attained the age of 18 years．
（d）所有創辦成員已溈《公司條例〉第67（1）（a）條的目的而筑署公司的章程細則，並碓認連同本表格交付的公司章程細則的文本的內容，興由所有創辩成員簽署的鼓等章程細則的內容相同。
The company＇s articles have been signed by all founder members for the purposes of section 67 （1）（a）of the Companies Ordinance．The contents of the copy of the company＇s articies delivered together with this form are the same as those of the articles signed by all founder members．
（e）本表格所載的資料，陳迒及詳情均屬準礶，並興公司的章程細則內的資料，陳述及謿情相符。
The information，statements and particulars contained in this form are accurate and consistent with those contalned in the company＇s articles．
（f）公司已造守《公司候例》中就有關公司至冊的所有規定。
All the requirements of the Companies Ordinance In respect of the registration of the company have been complied with．

劄署 Signed：Tine Signed by PIN

姓名 Name： $\qquad$
創㒕成員 Founder Member日期 Date ：$\frac{21 / 03 / 2014}{\text { 日DD／月 MM／年YYYY }}$
$C R$公司註删處 Companies Registry

## 1 公司名稱 Company Name

|  |
| :---: |
| HECOME LIMITED |
| 慶錦有限公司 |

2 公司秘書／董事的辭職 Resignation of Company Secretary／Director
A．現時在公司註冊處登記的詳倩 Particulars Currently Registered with the Companies Registry

身分

Capacity \begin{tabular}{l}
公司秝書 <br>

| Company |
| :--- |
| Secretary | <br>

\end{tabular}

公司秘書／董事的詳情（自然人）Particulars of Company Secretary／Director（Natural Person）
中文姓名
Name in Chinese


7
身分證明 Identification


或 OR
公司秘書／董事的詳情（法人㮶顝）Particulars of Company Secretary／Director（Body Corporate）中文及英文名稃 Chinese and English Names
中文及英文名㑴 Chinese and English Names

B．踥職詳情 Details of Resignation
解械日期
Date of Resignation


日 DD


月 MM
（9）上述惪事或候補董事在踥職日期後，是否仍然揄任這公司的候補董事或鳌事職位？ Will this director or alternate director continue to hold office as alternate director or director
in this company after the date of resignation？
（否 No
（3）提交人盗料 Presentor＇s Reference姓名 Name：
地址 Address：

管話 Tel：
電都 Email：
楅呂 Reference：

作真 Fax：
12 JUN 2014

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667

公司緾號 Company Number

## （10） 3 辭職通知 Notice of Resignation

解在还用的空格内加上 $\checkmark$ 娩 Please tick the relevant box
0 按照上述公司的章程細則或本人與該公司訂立的協議的規定，本人須向該公司發出鿷職通知；本人亦已按照該規定發出細職通知。
I am required by the articles of the above－named Company or by an agreement with the Company to give notice of resignation to the Company and I have given notice of resignation in accordance with the requirement．
$\square$ 按照上述公司的章程細則或本人與該公司訂立的協議的規定•本人須向該公司發出躃職通知。本人並未按照該規定發出通知，但已将細職通知的印本送交該公司；或將該通知的電子版發送予該公司；或將該通知留在該公司的註冊辦事處。
I am required by the articles of the above－named Company or by an agreement with the Company to give notice of resignation to the Company．I have not given notice of resignation in accordance with the requirement but I have sent the notice of resignation to the Company in hard copy form or in electronic form，or have left it at the registered office of the Company．

按照上质公司的章程细則或本人與該公司訂立的任何協議，本人不須向該公司發出帥職通知•
I am not required by the articles of the above－named Company or by any agreement with the Company to give notice of resignation to the Company．
（5）節罟 Signed：
妵名 Name
YIP Shu Tai 葉樹泰
噰酸的公司秘書／矔事＊
日期 Date
12 JUN 2014
$\qquad$
日 DD $\quad 1$ 月 MM $/$ 年 YYYY
Resigning Company Secretary／Director＊


公司註冊處 Companies Registry

# 公司秘書及董事辭職通知書 <br> Notice of Resignation of Company Secretary and Director 

## 存案 Filed ＂OO＂p 46

Form

註 Note
1 公司名稱 Company Name

## HECOME LIMITED

慶錦有限公司
2 公司秘書／董事的亂職 Resignation of Company Secretary／Director
A．現時在公司註冊處登記的詳惯 Particulars Currently Registered with the Companies Registry



身分骂明 Identification


或 OR
（8）公司秘書／童事的詳情（法人圈體）Particulars of Company Secretary／Director（Body Corporate）中文及英文名㮽 Chinese and English Names

## COMKIT LIMITED

B．踥職詳情 Details of Resignation
辟職日期
Date of Resignation

 Will this director or alternate director continue to hold office as alternate director or director in this company after the date of resignation？


交入资料 Presentor＇s Reference
姓名 Name：
地址 Address：

電話 Tel：
笔郵 Email：
楅躆 Reference：
傳真 Fax：
12 JUN 2014

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公司编號，Company Number

## （10） 3 辭職通知 Notice of Resignation

棓在適用的空格内加上 $\checkmark$ 瞒 Please tick the relevant box
$\square$ 按照上述公司的章程細則或本人與該公司訂立的協議的規定，本人須向該公司發出觪職通知：本人亦已按照該規定發出細職通知。
I am required by the articles of the above－named Company or by an agreement with the Company to give notice of resignation to the Company and I have given notice of resignation in accordance with the requirement．

按照上述公司的章程細則或本人與該公司訂立的協議的規定，本人須向該公司發出解職通知•本人並未按照該規定癸出通知，但已將䱣職通知的印本送交該公司：或將該通知的電子版發送予該公司；或將該通知留在該公司的註冊辦事處。
I am required by the articles of the above－named Company or by an agreement with the Company to give notice of resignation to the Company．I have not given notice of resignation in accordance with the requirement but I have sent the notice of resignation to the Company in hard copy form or in electronic form，or have left it at the registered office of the Company．

按照上述公司的章程細則或本人與該公司訂立的任何協議，本人不須向該公司發出䱣職通知。
I am not required by the articles of the above－named Company or by any agreement with the Company to give notice of resignation to the Company．

For and on behalf COMKIT LIMITED

5 簞署 Signed：


姓名 Name $\qquad$日期 Date：
辟聪的公司秘書／萎事＊
Resigning Company Secretary／Director＊
＊話制去不遊用者 Deiete whichever does not apply

$C R$
公司註冊處 Companies Registry

## 更改公司秘書及董事通知書（委任／停任） <br> Notice of Change of Company Secretary and Director（Appointment／Cessation）

## 表格 N ND2A <br> 公司细虽 Company Number

## HECOME LIMITED

2 公司秘書／葦事的停任 Cessation to Act as Company Secretary／Director

A．現時在公司註平處登記的詳倩 Particulars Currently Registered with the Companies Registry胡在暗用的空格内加上，＂Please tick the refevant box（es）



或 OR
（9）公司秘鼡／董事的詳情（法人園䣫）Particulars of Company Secretary／Director（Body Corporate）中文及英文名稱 Chinese and English Names


B．停任詳情 Details of Cessation
佇任原因
Reason for Cessation
停任日期
Date of Cessation


Will this director or alternate director continue to hold office as alternate director or director in this company after the date of cessation？

| 提交人青料Pr | Presentor＇s Reference |
| :---: | :---: |
| 娃名 Name： | HASHMI SECRETARIAL SERVICES LIMITED |
| 地址 Address： | UNIT B， $3^{\text {RD }}$ FLOOR，CHUN WAH COMMERCIAL BUILDING，NO． 30 MINDEN AVENUE，T．S．T， |

奄話 Tel： 23660401
傳真 Fax： 23677505
䉓期 Email：Hashmi＠netvigatoer．com
書䚡 Reference： 770656


3 委任公司秘書／董事（自然人）Appointment of Company Secratary／Director（Natural Person）
 company secretary／／director）
誐在逪用的空格内加土 人 Please lick the retevant box（es）

代替 Alternate to

中文妵名 Name in Chinese英文娃名 Name in English


地址

| VPO．GUNACHAUR |
| :--- |
| PS．BANGA |
| DISTT．NAWANSHAHR， |
| INDIA． |

（44）奄並地址 Email Address


身分哣明 Identification
（a）香港身分謐跟碍
Hong Kong Identity Card Number
（b）飶照
Passport

$$
\begin{aligned}
& \text { 箭䋁国家 } \\
& \text { Isuing Country }
\end{aligned}
$$



委任旦期 Date of Appointment

| 12 | 06 | 2014 |
| :---: | :---: | :---: |
| 日 OD | 月 MM | 年YYY |

18 上旗薫事或侯補蕉事在獲得適次委任時，是否已経是道公司的現任候補蒠事或葷事？
Is this director or alternate director already an existing alternate director or director in this X否No

| 提示 Advisory Note |  All directors of the company are advised to read＇A Guide on Directors＇Dutios＇pubilished by the Companies Registry and acqualint themselves with the ganeral duties of directors outtined in the Guide． |
| :---: | :---: |


本人同意拫任公司的蒙事厂候補苗事＂，並確認本人已年满18歲•
I consent to act as director／alfomate director＂of this company and confirm that I have attained the age of 18 years．

筑署 Signed


指明絧咙1／2014（2014 年 3 月）Specification No．1／2014（Manch 2014）

4 委仕公司秘書／董事（法人击䯦）Appointment of Company Secretary／Director（Body Corporate）
 company secretary／／divector）


代智 Alternate to

中文名桶
Name in Chinese

|  |
| :---: |
| NIL |

英文名稱
Name In English
HASHMI SECRETARIAL SERVICES LIMITED


UNIT B， $3^{\text {RD }}$ FLOOR，CHUN WAH COMMERCIAL BULLDING，
30 MINDEN AVENUE，T．S．T，
KOWLOON．
HONG KONG
電烸地址
hashmi＠netvigator．com

公司䚡䖨 Company Number

（Only appaticable to body corporate registered in Hong Kong）
委任日期 Date of Appointment

| 12 | 06 | 2014 |
| :---: | :---: | :---: |
| 日 DD | 月 MM | 年 YYYY |

 is this director or altemate director already an axisting alternate director or director in this company at the tme of thls appointment？
 $\square$ 否 No

| 提示 <br> Advisory Not |  All directors of the company are advised to read＇A Guide on Directors＇Duties＇pub Companies Registry and acquaint themselves with the general dutles of directors outline |
| :---: | :---: |

出任䈏事職位同意贯 Consent to Act as Director

I，acting on behalf of the above named company，confirm that the above company consents to act as director／ altemate director＊of this company．

鉒署 Signed： $\qquad$
本通知費包括下列部品 This Notice Includes the following Continuation Sheet（s）

| 樓 䝯 Continuation Sheet（s） | A | B | C |
| :---: | :---: | :---: | :---: |
| 頁㰸 Number of pages | 1 |  |  |

（44） 5 確認（適田的話）Confirmation（If applicable）
名列本通知雃内的每一名霊委任為忩司秘的自然入㛚学居於香港•
Each natural person appointed as cognany sheretary and named in this Notice ordinarily resides In Hong Kong．
（B）筑買 Signed
HASHMISE
姓名 Name LIMITED

L SERVICES
娃名 $\qquad$日期 Date ：$\frac{12 / 06 / 2014}{\text { 日 OD／月MM } / \mathrm{fyy}}$


捁明號1／2014（2014 年 3 月）Specification No． $1 / 2014$（March 2014）

## 表格 <br> Form ND2A

橨頁 A Continuation Sheet A
公司细蜈 Company Number
2061888

## 公司秘書／董事的停任（第 2 項）

## Cessation to Act as Company Secretary／Director（Section 2）

A．現時在公司註册虞登馆的詳情 Particulars Currently Registered with the Companies Registry硉在造用的空格队加上，碚Please tick the relevant box（es）

身分䛠明 Identification

## 或 OR

（9）公司秘書／鲁事的詳倩（法人團體）Particulars of Company Secretary／Director（Body Corporate）
中文及英文名㨔 Chinese and English Names


B．停任詳情 Details of Cessation
停任原因
Reason for Cessation
傹任日期
Date of Cessation

| 12 | 06 | 2014 |
| :---: | :---: | :---: |
| 日 12 MM |  |  |

[^51]

公司秘書／堇事的詳情（自然人）Particulars of Company Secretary／Director（Natural Person）中文姓名
Name In Chinese

英文姓名
Name in English
娃氏
Surname



公司颜冊豦 Companias Registry

註冊辦事處地址更改通知書 Notice of Change of Address of Registered Office

## 牲 Note

1 公司名稱 Company Name


2 更改詳情 Detalls of Change
只蔡申報有更改的喕日 Please complete ifem（s）with change（s）only
（a）新註果街事虎地址 New Address of Registered Office


生效日期 Effective Date
（6）（b）新軍部地址 New Emall Address

生效日期 Effective Date

| 12 | 06 | 2014 |
| :---: | :---: | :---: |
| 日DD | 月 MM | 年YYYY |



算署 Signed
娃名 Name
HashmiSecretarial Setvices Limited日期 Date


＊貄榪击不適用者 Dolete whichever doas not apply

搌交人资料 Presentor＇s Reference
姑名 Name：HASHMI SECRETARIAL SERVICES LTD地 踣 Address：UNIT B， $3^{\text {RD }}$ FLOOR，CHUN WAH COMMERCIAL BUILDING，NO． 30 MINDEN AVENUE，T．S．T，KOWLOON，HONG KONG．

電話 Tel： 23660401 傳真 Fax： 23677505
電郵 Email：hashmi＠netvigator．com橑艮 Reference：
指明如端 1／2014（2014 年 3 月）Specihcation No．1／2014（March 2014）
誚勿填劣本欄 For Official Use


公司註冊處 Companles Reglstry

## 更改公司秘書及董事通知書（委任／停任） <br> Notice of Change of Company Secretary and Director（Appointment／Cessation）



2 公司秘書／董事的停任 Cessation to Act as Company Secretary／Director

A．現時在公司註冊處登記的詳情 Particulars Currently Registered with the Companies Registry溒在迹用的空格户加上

身分諱明
（B） Identification

或 OR
（9）公司秘書／董事的弾情（法人国䯕）Particulars of Company Secretary／Director（Body Corporate）中文及英文名粫 Chinose and English Names


B．停任詳停 Details of Cessation
停任原因
Reason for Cessation
停任日期
Date of Cessation


Will this director or alternate director continue to hold office as alternate director or director in this company after the date of cessation？

提交人商料 Presentor＇s Reference
姓名 Name：HASHMI SECRETARIAL SERVICES LIMITED
地址 Address：UNIT B， $3^{\mathrm{RD}}$ FLOOR，CHUN WAH COMMERCIAL bULLDING，NO． 30 MINDEN AVENUE，T．S．T， KOWLOON，HONG KONG．

電話 Tet： 2366 0401
愽真 Fax： 23677505
電郵 Email：Hashmi＠netvigatoer．com
楅號 Reference： 770656
指明緎皻 1／2014（2014 年 3 月）Specification No．1／2014（March 2014）

3 委任公司秘書／董事（自然人）Appointment of Company Secretary／Director（Natural Person）
 company secretary／／director）
請在迹用的空格㿪加上，路 Please tick the relevant box（es）


身分竳明 Identification
（a）香港身分雷虠碼
Hong Kong Identity Card Number
（b）護照
Passport
等噱國傢
Issuing Country

Number $\square$

委任日期 Date of Appointment

| 28 | 12 | 2014 |
| :---: | :---: | :---: |
| 日 DD |  | 月 MM |

（16）上炦董事或候補葉事在猚得遁次委任時，是否已綋是浐公司的現任候補董事或董事？ Is this director or alternate director already an existing altemate director or director in this company at the time of this appointment？



I consent to act as director／alternate director＊of this company and confirm that I have attained the age of 18 years．

簽署 Signed


4 委任公司秘書／董事（法人国體）Appointment of Company Secretary／Director（Body Corporate）
 company secretary／director）
部在迹布的空格广加上 $\downarrow$ 號 Please tick the relevant box（es）

| 島分 | 公司秘書 |  | 候補董事 | 代替 Alternate to |
| :---: | :---: | :---: | :---: | :---: |
| Capecity | Company Secretary | Director | Alternate Director |  |

中文名楇 Name in Chinese

英文名稱 Name In Engllsh
（20）地址
Address


電郵地址
Email Address
公司編䟚 Company Number

（Onily applicable to body comporate registered in Hong Kong）
委任日期 Date of Appaintment


上遮董事或候補董事在獲得這次委任時，是否已涇是遮公司的現任候補董事或薫戔？ is thls director or altemate director already an existing alternate director or director in thls company at the time of this appointment？


| 提示 visory Note |  All directors of the company are advlsed to read＇A Guide on Directors＇Duties＇published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guide， |
| :---: | :---: |

出任董事職位同意書 Consent to Act as Director
本人謹代表上炦公司確認，上述公司同意擭任公司的董事／候補董事＊。
I，acting on behaff of the above named company，confirm that the above company consents to act as director／ alternate director＊of this company．

䈩署 Signed： $\qquad$
本尲知書包括下列蟅頁 This Notice includes the following Continuation Sheel（s）

| 續員 Continuation Sheet（s） | A | B | C |
| :--- | :---: | :---: | :---: |
| 頁數 Number of pages |  |  |  |

（24） 5 確認（適用的話）Confirmation（Ifapplicable）
名列本通知書內的每一名疽委任為公司辨書的自然入通常居於香港。
Each natural person appiöinitedias＇cosmpáany secretary and named in this Notice ordinarily resides in Hong Kong．

6 答署 Signed
姓名 Name
HASHMI SECRETARLAL SERVICES
畺事 Difëéror \％公司 秘害 Company Secretary＊
日期 Date：$\frac{28 / 12 / 2014}{\text { 日DD／月MM／年YMYY }}$


"PP" p 1


## Ag ح <br> HABIB BANK LIMITED

STATEMENT OFACCOUNT
BUR DUBAI BRANCH URE

```
TEQUESTA GROUR LIMITED
FLAT A 15 F HILLER
COMMERCIAL BLDG \(65 \quad 67\)
BONHAN STRAND EAST SHEUNG WAN HONG KONG
```



For further information, please call 600522228 or visit wwwhblac

## HBL InternetBanking

The HBL Internet Banking service is now available.
For registration, please visit your nearest HBL
"PP" p 2


## BUR DUBAI BRANCH UAE

TEQUESTA GROUP LIMITED
FLAT A 15 F HILLER
COMMERCIAL BLDG 6567
SONHAM STRAND EAST SHEUNG WAN HONG KONG

| A/CNo.: |  |
| :---: | :---: |
| Currency: a-alt | $-2012-7771698603$ <br> US Dolla上 |
| Date: t-jull | 04 OCT 2016 |
| Page No. ireall ai, | 3 |



You must advise us of any discrepancies within 15 toys of receiving
this statement othorwise it will se deemed to be correct.
Prease advise us of eny change in addreess
Piease quate your accounc number in all fature correspondence
$\Rightarrow$ 有



For further information, please call 500522228 or visit www.hbl, ae

## HBL InternetBanking

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## "PP" p 3



STATEMENT OF ACCOUNT BUR DUBAI BRANCH UAE

TEQUESTA GROUP LIMITED
ELAT A 15 F HILLER
COMMERCIAL BLDG $65 \quad 67$
BONLLAM STRAND EAST SHEUNG WAN FONG KONG




You most advise as of any dacropancies within 15 days of raceiving,
this statement othervise it vill be deemed to be correct.
Plesse advise us ef any change in address.
Please quate your account numbar in all /uture corsempondence.
For further information, please call 600522228 or visil www.hbl.ae

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## HEL InternetBanking

The HBL Internet Banking service is now available. For registration, please visit your nearest HBL branch or contact your Relationship Manager.

## "PP" p 4

## HBL <br> つ <br> HABIB BANK LXMITED

BUR DUBAl BRANCH UAE
TEQUESTA GROUP LIMITED
FLATA 15 F HILLER
COMMERCIAL BLDG 6567
BONHAM STRAND EAST SHEUNG WAN HONG KONG

|  | 2012****8603 |
| :---: | :---: |
| Currency abual: | US Dollar |
| Date: | 29 Oct 2016 |
| Page No. | Page 1 of 1 |
| IBAN idjen junt |  |






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## HBL InternetBanking

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## "PP" p 5

BUR DUBAI BRANCH UAE
TEQUESTA GROUP LIMITED
FLATA 15 F HILLER
COMMERCIALBLDG 6567
BONHAM STRAND EAST SHEUNG WAN HONG KONG

| A/C No.: رتم الحساب | 2012*******8501 |
| :---: | :---: |
| Currency: العدلة | UAE Dirham |
| Date : تارين | 25 Feb 2017 |
| Page No. رمّ الصـندة | Page 1 of 4 |
| لالرمز المولى <br> IBAN <br> لـسيات المصـرنية | AE61 **** **** **** **** 501 |


| التارين <br> Date | اتيفاصيل <br> Details | Withdrawal | Deposit | Balance Beر |
| :---: | :---: | :---: | :---: | :---: |
| 18FEB17 <br> 19FEB17 | Brought Forward |  |  | 15,719,907.00CR |
|  | FUNDS TRF. MADE | 214,000.00 |  | 15,505,907.00CR |
|  | 100170219H000037 |  |  |  |
|  | DIGITAL GAME ELECTRONICS LLC |  |  |  |
|  | CHARGES RECOVERED | 75.00 |  | 15,505,832.00CR |
|  | 100170219H000037 |  |  |  |
|  | FUNDS TRF. MADE | 475,000.00 |  | 15,030,832.00CR |
|  | 100170219H000040 |  |  |  |
|  | GLOBAL REACH FZE |  |  |  |
|  | CHARGES RECOVERED | 75.00 |  | 15,030,757.00CR |
|  | $100170219 \mathrm{HOOOO40}$ |  |  |  |
|  | FUNDS TRF. MADE | 660,000.00 |  | 14,370,757.00CR |
|  | 100170219H000042 |  |  |  |
|  | DIGITALFUTURE SOLUTIONS LLC |  |  |  |
|  | CHARGES RECOVERED | 75.00 |  | 14,370,682.00CR |
|  | $100170219 \mathrm{HOOOO42}$ |  |  |  |
|  | FUNDS TRF. MADE | 1,350,900.00 |  | 13,019,782.00CR |
|  | 100170219 H 000053 |  |  |  |
|  | VALDA INTERNATIONAL GENERAL TRADING |  |  |  |
|  | CHARGES RECOVERED | 75.00 |  | 13,019,707.00CR |
|  | 100170219 H 000053 |  |  |  |
| 20 FEB 17 | FUNDS TRF. MADE | - $213,600.00$ |  | 12,806,107.00CR |
|  | 100170220H000039 |  |  |  |
|  | DIGITAL GAME ELECTRONICS LLC |  |  |  |
|  | CHARGES RECOVERED | 75.00 |  | 12,806,032.00CR |
|  | $100170220 \mathrm{HOO0039}$ |  |  |  |
|  | Carried Forward |  |  | 12,806,032.00CR |

You must advise us of any discrepancies within 15 days of receiving
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Please advise us of any change in address.
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"PP" p 6

BUR DUBAI BRANCH UAE
TEQUESTA GROUP LIMITED
FLATA 15 F HILLER
COMMERCIAL BLDG 6567
BONHAM STRAND EAST SHEUNG WAN HONG KONG

| A/C No.: رتم الحساب | 2012******8501 |
| :---: | :---: |
| Currency : العـل\| | UAE Dirham |
| Date: تاريخ | 25 Feb 2017 |
| Page No. رتم الصـنحة | Page 2 of 4 |
| IBAN <br> الرمز الثولي <br> لــابت المصرنية | AE61 **** **** **** **** 501 |



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برجاجي

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"PP" p 7

## HBL

 HABIB BANK LIMITED

BUR DUBAI BRANCH UAE
TEQUESTA GROUP LIMITED
FLATA 15 F HILLER
COMMERCIAL BLDG 6567
BONHAM STRAND EAST SHEUNG WAN HONG KONG

| AVC No.: ركم الحساب | 2012******8501 |
| :---: | :---: |
| Currency : العطل | UAE Dirham |
| Date : تاربن | 25 Feb 2017 |
| Page No. رتم الصفحة | Page 3 of 4 |
| الرمز اللولى <br> IBAN لـسابت المصـرنية | AE61 **** **** **** **** 501 |


| التّارين <br> Date | الثماصيل <br> Details | Withdrawal | Deposit | الرصيد <br> Balance |
| :---: | :---: | :---: | :---: | :---: |
| 21 FEB17 | Brought Forward |  |  | 7,023,607.00CR |
|  | FUNDS TRF. MADE | 580,000.00 |  | 6,443,607.00CR |
|  | 100170221H000068 |  |  |  |
|  | DIGITAL FUTURE SOLUTIONS LLC |  |  |  |
|  | CHARGES RECOVERED | 75.00 |  | 6,443,532.00CR |
|  | 100170221H000068 |  |  |  |
|  | FUNDS TRF. MADE | 1,340,000.00 |  | 5,103,532.00CR |
|  | 100170221H000070 |  |  |  |
|  | VALDA INTERNATIONAL GENERAL TRADING |  |  |  |
|  | CHARGES RECOVERED | 75.00 |  | 5,103,457.00CR |
|  | 100170221H000070 |  |  |  |
| 23FEB17 | FUNDS TRF. MADE | 380,000,00 |  | 4,723,457.00CR |
|  | 100170223H000159 |  |  |  |
|  | DIGITAL FUTURE SOLUTIONS LLC |  |  |  |
|  | CHARGES RECOVERED | 75.00 |  | 4,723,382.00CR |
|  | 100170223 H 000159 |  | - |  |
|  | FUNDS TRF. MADE | 1,725,000.00 |  | 2,998,382.00CR |
|  | 100170223 H 000160 |  |  |  |
|  | NEW PROSPECT GENERAL TRADING LLC |  |  |  |
|  | CHARGES RECOVERED | 75.00 |  | 2,998,307.00CR |
|  | 100170223 H 000160 |  |  |  |
|  | FUNDS TRF. MADE | 1,650,000.00 |  | 1,348,307.00CR |
|  | 100170223 H 000161 |  |  |  |
|  | XTRA MAXX GENERAL TRADING LLC |  |  |  |
|  | CHARGES RECOVERED | 75.00 |  | 1,348,232.00CR |
|  | 100170223H000161 |  |  |  |
|  | Carried Forward |  |  | 1,348,232,00CR |

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## "PP" p 8

## HBL <br>  <br> HABIB BANK LIMITED

BUR DUBAI BRANCH UAE
TEQUESTA GROUP LIMITED
FLATA 15 F HILLER
COMMERCIAL BLDG 6567
BONHAM STRAND EAST SHEUNG WAN HONG KONG

| AVC No.: رقَ الحساب | 2012******8501 |
| :---: | :---: |
| Currency: العطلة | UAE Dirham |
| Date: تارين | 25 Feb 2017 |
| Page No. رín الصنحة | Page 4 of 4 |
|  | AE61 **** **** **** **** 501 |



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List of All Companies Receiving or Making Payments Disbursing Funds from Transnet Contracts Paid to Tequesta and Regiments Asia as Revealed by HSBC Banking Documents

| 1. Al Malaki Limited |
| :--- |
| 2. Allen Group |
| 3. Antonio Palanga Sangossango |
| 4. Anxin Yuda Blanket Textile Co Ltd |
| 5. Bartolomeu Dias Domingos |
| 6. B\&L YR Tech Co Ltd |
| 7. Bajwei Int'l T Co Ltd |
| 8. Bazhou Dongtai Furniture Co Ltd Zhongxin |
| 9. Bestway International Co., Limited |
| 10. Binzhou City Derun Handicraft Co Ltbinzho |
| 11. Blackmagic Design Asia Pte Ltd |
| 12. BLB Tech Co Ltd |
| 13. Celertus Co. Ltd |
| 14. Changle City Jinhe Wool Co Ltd |
| 15. Changshu Wanlixing Import and Export Co |
| 16. Changshu Yongli Imp and Expo Co Ltd Changs |
| 17. Chen Shuang |
| 18. Chind Warrant Electric Co Ltd |
| 19. Ci Logistics Ltd |
| 20. Cinvi T (HK) Co Ltd |
| 21. CJ Logistics LTD |
| 22. Coronet Dragon Ltd |
| 23. Curtaina M Co LTD |
| 24. Dali International Investment Ltd |
| 25. Delight Forever Ltd |
| 26. Dong Li Int'I T Ltd |
| 27. Dragon State Trading Co Ltd |
| 28. Dragonli Co Ltd |
| 29. Dragonli Co Ltd |
| 30. Dragonli Co Ltd |
| 31. Dragonli Co Ltd |
| 32. Dragonli Co Ltd |
| 33. Dyan Inc Limited |
| 34. Dyan Inc Limited Co |
| 35. Electronic Republic Corp |
| 36. Ene Technology Co |
| 37. Enigma E T Co Ltd |
| 38. Eternal Link Technology Limited |
| 39. Faisal Rashid |
| 40. Fame Great Trad LTD |
| 41. Flybridge International DMCC |
| 42. |
| 43. Formertune Securit P |
| 44. Futian (HK) Electronics Co. Limited |
| 45. Gallenade Limited |
| 46. Gaoyang Zhenhua Woollen Co Ltd Hebel |
| 47. Glory Rich Technology Limited |
| 48. Golden Piont Tc |


| 49. Goldrich Trading Co |
| :--- |
| 50. Grown Up Limited |
| 51. Guangzhou Heji Trade Co Ltd 3 Tangyuan R |
| 52. Guangzhou Xiangde Leather Co Ltd |
| 53. H Daya Int'I Co Ltd |
| 54. H.K. Quanfeng Int'I Trading Limited |
| 55. Haian Mingyang Trading Co Ltd |
| 56. Haimen Boyi International Trading Co Ltd |
| 57. Haimen City Xinyu Xuan Textile Co Ltd |
| 58. Haimen Jiiebo Hometextile Co Ltd Jiangsu HA |
| 59. Haimen Shengyuan Bedding Articles Co Ltd |
| 60. Haimen Yinan International Trading Co Ltd |
| 61. Haining Xinyi Import and Export Co. Ltd |
| 62. Hangzhou Zhuoda Import and Export Co Ltd |
| 63. Hao Gu |
| 64. Hecome Limited |
| 65. Henan Haixin Blanket Textiles Co LTD |
| 6. Hilal Gul Hali Tic Sti |
| 67. Hilight HK Limited |
| 68. HK Juhengtai Trading Co Limited |
| 69. HK Sanshun Climb L |
| 70. Hk Sheng Haoran Industrial Limited |
| 71. HK XS International Trading Co |
| 72. HK Yuding T Co Ltd |
| 73. Honest Nation (HK) Ltd |
| 74. Hong Kong BT Trading Company Limited |
| 75. Hong Kong BT Trading Company Limited |
| 76. Hong Kong Wyf Industrial and Trade Co Ltd |
| 77. Hong Kong Zhanyu Import and Export Co LTD |
| 78. Hongkong Zhanyu Import and Export Co Lt |
| 79. Honourway Garment Limited |
| 80. Hontek Ind'I Co Ltd |
| 81. Hymy Trading Co Ltd |
| 82. J -World P (HK) C Ld |
| 83. J R Home Fashions Inc Shanghai |
| 84. Jiangmen City Yingguang Stainless Steel Pr |
| 85. Jiangsu Hengzheng Textiles Co Ltd |
| 86. Joy Fantasy Limited |
| 87. Jun Jie Long I T Ltd |
| 88. Kalika Trading Hongkong Limited |
| 89. Katalyst Entertainment Pvt Ltd |
| 90. King Ram (HK) L |
| 91. Kings Rich Worldwide Ltd |
| 92. Mak Wai Yeung Mark |
| 93. Manwin Limited |
| 94. Masha (HK) Ltd |
| 95. Max Fortune Inc |
| 96. Meezan Int'I Ltd |
| 97. Meridian Warrior G L |
| 98. Morningstar Int'I T L |
| 99. Msdc Packing LTD |
| 100. |
| 101. Nantong Alberton International Trading |


| 102. | Nantong Development Zone Giraffe Tr |
| :---: | :---: |
| 103. | Nantong Fanou Textile Co Ltd |
| 104. | Nantong Heng Lang International |
| 105. | Nantong Huayin Woollen Blanket Co Ltd N |
| 106. | Nantong Proda Textile Co Ltd |
| 107. | Nantong Ruyang Textile Co Ltd |
| 108. | Nantong Tengfan Home Textile Co Ltd |
| 109. | Nantong Tengfan Home Textile Co Ltd |
| 110. | Nantong Tengfan Home Textile Co Ltd Jiang |
| 111. | Nantong Tengfan Home Textile Co Ltd Jiang |
| 112. | Nantong Yawen Textile Co Ltd |
| 113. | Nantong Yawen Textile Co Ltd Tongzhou |
| 114. | Ning Ling Lanning Technology Co Ltd |
| 115. | Obida E T Co Ltd |
| 116. | Olanya (Germany) Limited |
| 117. | Pai Int'l T Ltd |
| 118. | Pai Int'I T Ltd |
| 119. | Prachi Desai A 2901 Oneroi Spring Opp Ad Lae |
| 120. | Qiao Pei Dongcheng District Beliing |
| 121. | Qiao Pei Lan |
| 122. | Qiao Pei Lan No 2 Chao Yang Men Nei Da Jie D |
| 123. | Qinghai Tibetan Sheep Carpets (Group) Ltd |
| 124. | Ramco S B Fabrics Co Limited |
| 125. | Rayk Trading Limited |
| 126. | RGS Techonology Ltd |
| 127. | Ri Sheng Chang EIL |
| 128. | Runch International Trading Company Ltd |
| 129. | SMSL\&CCL |
| 130. | Salim Essa |
| 131. | Sara Offshore S Ltd |
| 132. | Shaan Gems |
| 133. | Shanghi Win - Wine Imp \& Exp Co Ltd |
| 134. | Shangqiu Damingfa Plush Products Co. Ltd |
| 135. | Shangyu Haibei Umbrella Co Ltd Shaoxing |
| 136. | Shanoxing Shenhua Textile Co Ltd |
| 137. | Shantou Jinfa, Seafood Co Ltd |
| 138. | Shaoxing Country Zhenlai Import and Export |
| 139. | Shaoxing Dongtai Plymeric Materiais Co |
| 140. | Shaoxing Shenhua Textile Co Ltd |
| 141. | Shenzhen B D T C Ld |
| 142. | Shenzhen X E Ltd |
| 143. | Shing Lap Limited |
| 144. | Shiny Int Elec Co L |
| 145. | Shun Shi Limited |
| 146. | SK International |
| 147. | Ski Global Limited |
| 148. | Sky Success Ltd |
| 149. | Smart Melody Ltd |
| 150. | Smonet Tech Co Ltd |
| 151. | Smooth W E (HK) C L |
| 152. | SNC Technology Co L |
| 153. | Solar Energy IC Id |
| 154. | Songsib Limited |


| 155. | Stephen M.S. Lai \& Co. |
| :---: | :--- |
| 156. | Su Zhou Jin Jin Export - import |
| 157. | Success Stand Limited |
| 158. | Summut HK P H C L |
| 159. | Sunflower Company |
| 160. | Suojan Xiaolin Import and Export Trade Co |
| 161. | Susu Garments Co Ltd |
| 162. | Syntech Asia Limited |
| 163. | SZ JZN Electronics L |
| 164. | SZ Xht Tech Co Ltd |
| 165. | Taian Meida Textile Co Ltd Taian PRC |
| 166. | Taizhou F Mars Trade Co Ltd |
| 167. | Taizhou Shunkang Imp \& Exp Co Ltd |
| 168. | Thysun (China) Ltd |
| 169. | Tianjin Machinery and Electric Eqiupment |
| 170. | Tongtlanxial TCL |
| 171. | Toptrade I (HK) L |
| 172. | Trader Centre P Ltd |
| 173. | Travel Solutions O133 DLF Shopping Mall A |
| 174. | Ultoco SA |
| 175. | United Swift Limited |
| 176. | Universe Home Textile Co Ltd Zhejiang |
| 177. | Vast Wisdom E Ltd |
| 178. | Vogen Industry (Shanghai) Co Ltd |
| 179. | Weiken Int'I Ltd |
| 180. | Well Superior T Ltd |
| 181. | Well Superior T Ltd |
| 182. | Worldwide E\&m U C L |
| 183. | XC Pioneer I \& E Ld |
| 184. | Xidengbad M M GZ CI |
| 185. | Xingyun T (HK) CL |
| 186. | Xinle City Vast Plastic Co Ltd. |
| 187. | Yangmei Int'I T Ltd |
| 188. | Yangzhou Huidu Textile Co Ltd Yangzhou |
| 189. | Yueyang Trade (Hongkong) Limited Shenzhe |
| 190. | Zainul Iroki Jateng |
| 191. | Zantat Trading |
| 192. | Zealand Trading Company Limited |
| 193. | Zhejiang Nongfu Textile Co LTd |
| 194. | Zontian Int'I Co Ltd |
|  |  |


| Original Curre | Value Date | Original TXN Amt | Orig Name | Orig Account No | Bene Name | Bene Account No | Bene Bank Name |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| USD | 03／01／2012 00：00 | 343286.46 | J J TRADING FZE | AE250200000040785594100 | SES TECHNOLOGIES LIMITED | 14252320000371 | HDFC BANK LIMITED |
| USD | 03／01／2012 00：00 | 2146686.46 | J J TRADING FZE | AE250200000040785594100 | SAHARA COMPUTER AND ELECT | 06142050000013 | HDFC BANK LIMITED |
| USD | 09／01／2012 00：00 | 100000 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE530440000101202116 | STANDARD CHARTERED BANK |
| USD | 09／01／2012 00：00 | 650000 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE8703500000062021197 | FIRST ABU DHABI BANK PJSC |
| USD | 10／01／2012 00：00 | 1000000 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE530440000101202116 | STANDARD CHARTERED BANK |
| USD | 17／01／2012 00：00 | 560000 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE530440000101202116 | STANDARD CHARTERED BANK |
| USD | 17／01／2012 00：00 | 875682 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE870350000006202119 | FIRST ABU DHABI BANK PJSC |
| USD | 19／01／2012 00：00 | 149994.58 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE870350000006202119才 | FIRST ABU DHABI BANK PJSC |
| USD | 17／04／2012 01：00 | 569110 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE530440000101202116才 | STANDARD CHARTERED BANK |
| USD | 21／05／2012 01：00 | 119015 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE870350000006202119］ | FIRST ABU DHABI BANK PJSC |
| USD | 27／09／2012 01：00 | 600000 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE8703500000062021197 | FIRST ABU DHABI BANK PJSC |
| USD | 08／01／2013 00：00 | 371494.58 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE870350000006202119才 | FIRST ABU DHABI BANK PJSC |
| USD | 08／01／2013 00：00 | 276494.58 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE530440000101202116才 | STANDARD CHARTERED BANK |
| USD | 09／01／2013 00：00 | 448750 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE870350000006202119 | FIRST ABU DHABI BANK PJSC |
| USD | 04／02／2013 00：00 | 256154.58 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE530440000101202116才 | STANDARD CHARTERED BANK |
| USD | 04／02／2013 00：00 | 743840 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE870350000006202119 | FIRST ABU DHABI BANK PJSC |
| USD | 10／04／2013 01：00 | 157227.58 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE610110090030200012 | BANK OF BARODA |
| USD | 23／04／2013 01：00 | 273494.58 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE870350000006202119才 | FIRST ABU DHABI BANK PJSC |
| USD | 23／09／2013 01：00 | 754780.46 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE610110090030200012 | BANK OF BARODA |
| USD | 23／09／2013 01：00 | 186620.58 | J J TRADING FZE | AE250200000040785594100 | GLOBAL CORPORATION LLC | AE870350000006202119］ | FIRST ABU DHABI BANK PJSC |

"RR" p 2

| Original Curre | Value Date | Original TXN Amt | Orig Name | Orig Account No | Bene Name | Bene Account No | Bene Bank Name |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| USD | 01/08/2011 01:00 | 299970 | GLOBAL CORPORATION LLC | 01202116701 | JJ TRADING FZE | 040785594100 | HSBC BANK MIDDLE EAST LIMITED |
| USD | 03/08/2011 01:00 | 247859.4 | GLOBAL CORPORATION L L C | 6202119780 | JJ TRADING FZE | 040785594100 | HSBC BANK MIDDLE EAST |
| USD | 40926 | 838315 | GLOBAL CORPORATION LLC | 01202116701 | JJ TRADING FZE | AE2502000000407855941 | HSBC BANK MIDDLE EAST LIMITED |
| USD | 40961 | 49965 | GLOBAL CORPORATION LLC | 01202116701 | JJ TRADING FZE | AE2502000000407855941 | HSBC BANK MIDDLE EAST LIMITED |
| USD | 40961 | 149965 | GLOBAL CORPORATION L L C | AE870350000006202119780 | JJ TRADING FZE | AE2502000000407855941 | HSBC BANK MIDDLE EAST |
| USD | 41149.04167 | 249965 | GLOBAL CORPORATION LLC | AE530440000101202116701 | JJ TRADING FZE | AE2502000000407855941 | HSBC BANK MIDDLE EAST LIMITED |
| USD | 41149.04167 | 649940 | GLOBAL CORPORATION LLC | AE530440000101202116701 | JJ TRADING FZE | AE2502000000407855941 | HSBC BANK MIDDLE EAST LIMITED |
| 08/01/2013 | INTL PAYMENT (CH) | CENTURY GENERAL TR. | GLOBAL CORPORATION LLC | AE870350000006202119780 | FIRST ABU DHABI BANK PJSC | SHARJAH | UNITED ARAB EMIRATES |



## "RR" p 4

| Original Currency | Posting Date | Original TXN Amt | Orig Name | Orig Account No | Bene Name | Bene Account No | Bene Bank Name |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| USD | 08/02/2013 | 351943.7813 | CSR ZHUZHOU ELECTRIC LOCOMOTIVE | 601557366040 | CENTURY GENERAL TRADIN | AE650200000040899254100 | HSBC BANK MIDDLE EAST LIMITED |
| USD | 28/12/2012 | 5932935 | CSR ZHUZHOU ELECTRIC LOCOMOTIVE | 800121708602013 | CENTURY GENERAL TRADIN | AE650200000040899254100 | HSBC BANK MIDDLE EAST LIMITED |

"RR" p 5

| Original Curre | Value Date | Original TXN Amt | Orig Name | Orig Account No | Bene Name | Bene Account No | Bene Bank Name |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| USD | 03/02/2012 00:00 | 419964 | 1/ARCTOS TRADING (PTY)LTD | 221045058 | JJ TRADING FZE | AE2502000000407855941 | HSBC BANK MIDDLE EAST LIMITED |
| 12/11/2013 | INTL PAYMENT (CH | CENTURY GENERAL TR | ARCTOS TRADING PTY LTD | 32620070720101 | STATE BANK OF INDIA | 11 CRADOCK AVENUE ROS | SOUTH AFRICA |
| 07/11/2013 | INTL PAYMENT (CH | CENTURY GENERAL TR | ARCTOS TRADING PTY LTD | 32620070720101 | STATE BANK OF INDIA | 11 CRADOCK AVENUE ROS | SOUTH AFRICA |
| 28/03/2013 | INTL PAYMENT (CH | CENTURY GENERAL TR | ARCTOS TRADING PTY LTD | 32620070720101 | STATE BANK OF INDIA | 11 CRADOCK AVENUE ROS | SOUTH AFRICA |
| 27/03/2013 | INTL PAYMENT (CH | CENTURY GENERAL TR | ARCTOS TRADING PTY LTD | 32620070720101 | STATE BANK OF INDIA | 11 CRADOCK AVENUE ROS | SOUTH AFRICA |
| 07/11/2013 | INTL PAYMENT (CH | CENTURY GENERAL TR | ARCTOS TRADING PTY LTD | 32620070720101 | STATE BANK OF INDIA | 11 CRADOCK AVENUE ROS | SOUTH AFRICA |
| 12/11/2013 | INTL PAYMENT (CH | CENTURY GENERAL TR | ARCTOS TRADING PTY LTD | 32620070720101 | STATE BANK OF INDIA | 11 CRADOCK AVENUE ROS | SOUTH AFRICA |
| 18/11/2013 | INTL PAYMENT (CH | CENTURY GENERAL TR | ARCTOS TRADING PTY LTD | 32620070720101 | STATE BANK OF INDIA | 11 CRADOCK AVENUE ROS | SOUTH AFRICA |


"RR" p 6

| Bene Name | Bene Account No | Bene Bank Name |
| :--- | :--- | :--- |
| SBZAZAJJBOL |  |  |
| SBZAZAJJBOL |  |  |
| SBZAZAJJBOL |  |  |
| SBZAZAJJBOL |  |  |


| $04 / 02 / 2014$ | BOOK TRANSFER D | CENTURY GENERAL TR. | CANADENSIS TRADING PTY LT |
| :---: | :--- | :--- | :--- |
| 221044477 |  |  |  |
| $21 / 01 / 2014$ | BOOK TRANSFER D | CENTURY GENERAL TR | CANADENSIS TRADING PTY LT 221044477 |
| $21 / 01 / 2014$ | BOOK TRANSFER D | CENTURY GENERAL TR. | CANADENSIS TRADING PTY LT |

"RR" p 7

| Original Curre | Value Date | Original TXN Amt | Orig Name | Orig Account No | Bene Name | Bene Account No | Bene Bank Name |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| USD | 14/12/2011 00:00 | 99994.58 | J J TRADING FZE | AE250200000040785594100 | ARCTOS TRADING PTY LTD | 221045058 | STANDARD BANK OF SOUTH AFRICA LTD |
| USD | 13/06/2013 01:00 | 239994.58 | j J TRADING FZE | AE250200000040785594100 | ARCTOS TRADING PTY LTD | 221045058 | STANDARD BANK OF SOUTH AFRICA LTD |
| USD | 09/09/2013 01:00 | 99994.58 | j J TRADING FZE | AE250200000040785594100 | ARCTOS TRADING PTY LTD | 32620070720101 | STATE BANK OF INDIA |
| USD | 15/10/2013 01:00 | 800000 | j J TRADING FZE | AE250200000040785594100 | ARCTOS TRADING PTY LTD | 221045058 | STANDARD BANK OF SOUTH AFRICA LTD |


"SS" p 1


| \#Guptaleaks Filename | \#Guptaleal \#Guptaleal | Corroboral Sheet Nam Location |
| :---: | :---: | :---: |
| Annexure O-Dubai Accounts Scraped an | C Global USC M7 | Annexure ! CFE Result Row 4 |
| Annexure O-Dubai Accounts Scraped and | C Fidelity US M5 | Annexure ! CFE Result: Row 28 |
| Annexure O-Dubai Accounts Scraped and | C Fidelity US M12 | Annexure ! CFE Result: Row 27 |
| Annexure O-Dubai Accounts Scraped and | Fidelity US M17 | Annexure ! CFE Result: Row 23 |
| Annexure O-Dubai Accounts Scraped and | C Fidelity AEI G15 | Annexure ! CFE Result: Row 20 |
| Annexure O-Dubai Accounts Scraped and | C Fidelity AEI M12 | Annexure ! CFE Result: Row 21 |
| Annexure O-Dubai Accounts Scraped and | C Fidelity US M22 | Annexure ؛ CFE Result: Row 18 |
| Annexure O-Dubai Accounts Scraped and | C Fidelity AEI G19 | Annexure ! CFE Result: Row 19 |
| Annexure O-Dubai Accounts Scraped and | C Fidelity US M27 | Annexure ؛ CFE Result: Row 16 |
| Annexure O-Dubai Accounts Scraped and | C Fidelity US M37 | Annexure ؛ CFE Result: Row 10 |
| Annexure O-Dubai Accounts Scraped and | C Fidelity AEI M25 | Annexure ! CFE Result: Row 9 |




## $\bigcirc$

Beneficiary
Global Corporation
Global Corporation (Dubai Bank of Baroda Global Corporatino (Dubai NBAD)
Gateway Limited (Dubai SCB)
Gateway Limited (Dubai SCB) Gateway Limited (Dubai SCB)
DAKBAY INVESTMENT Gateway Limited (Dubai SCB)


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\#Guptaleal \#Guptaleal Corroborating Banking Docume Sheet Nam Location Description
\#Guptaleaks Filename
14 Annexure SS5 - Reserve Bank Re CFE Results Row 9

44 Annexure RR - HSBC Records for Sheet 1 Row 999
SBC Record for Sheet 1 Row 1003 Annexure SS1- Estina Standard Detail Row 449 55 Annexure RR - HSBC Records for Sheet 1 Row 1099 0 Annexure SS1 - Estina Standard Detail Row 482 Estina FNB Standard Cashflow Sheet 1 Row 482
 360 Annexure SS5 - Reserve Bank Re CFE Results Row 5


## \#Guptaleaks Filename

Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xIs Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls Annexure AA - Hawala Ledger.xls
\#Guptaleal \#Guptaleal Corroborating Banking Document Filename Sheet Name
"Account1 45 Annexure SS7 - Reserve Bank Records JJ Trading
"Account1 54 Annexure SS6 = Westdawn Investments SBSA A، "detail" "Account1 55 Annexure SS6 = Westdawn Investments SBSA Ar "detail" "Account1 56 Annexure SS6 = Westdawn Investments SBSA Ar "detail"
"Account1
"Account1
"Account1
Account1
'Account1
"Account1
"Account1
"Account1 "Account1 Row 81
Account1 Row 81 Anexure SS6 = Westdawn Investments SBSA A! "detail "Account1 99 Annexure SS7 - Islandsite Investments ABSA Acc "detail" "Account1 100 Annexure SS7 - Islandsite Investments ABSA Acc "detail" "Account1 101 Annexure SS7 - Islandsite Investments ABSA Acc "detail" "Account1 102 Annexure SS7 - Islandsite Investments ABSA Acc "detail" "Account1 108 Annexure SS8 - Tegeta Resources ABSA Account "detail" "Account1 - 109 Annexure SS6 = Westawn Investments SBSA A " "detail" "Account1 110 Annexure SS6 = Westdawn Investments SBSA Ar "detail" "Account1 111 Annexure SS8 - Tegeta Resources ABSA Account "detail" "Account1 "Account1 "Account1 "Account1 "Account1 "Account1 "Account1 "Account1 "Account1 "Account1
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126 Annexure SS10 - Oakbay Investments ABSA Acci "detail" 128 Annexure SS10-Oakbay Investments ABSA Accı "detail" 129 Annexure SS10-Oakbay Investments ABSA Accı "detail" 130 Annexure SS10 - Oakbay Investments ABSA Accı "detail" 131 Annexure SS10-Oakbay Investments ABSA Acci "detail" 132 Annexure SS10 - Oakbay Investments ABSA Acci "detail" 133 Annexure SS10 - Oakbay Investments ABSA Accı "detail" 137 Annexure RR - HSBC Records for JJT and CGT.xls Sheet 1 138 Annexure RR - HSBC Records for JJT and CGT.xls Sheet 1 139 Annexure RR - HSBC Records for JJT and CGT.xls Sheet 1 144 Annexure RR - HSBC Records for JJT and CGT.xls Sheet 1 145 Annexure RR - HSBC Records for JJT and CGT.xls Sheet 1 146 Annexure RR - HSBC Records for JJT and CGT.xls Sheet 1 151 Annexure RR - HSBC Records for JJT and CGT.xls Sheet 1 152 Annexure RR - HSBC Records for JJT and CGT.xls Sheet 1 156 Annexure RR - HSBC Records for JJT and CGT.xls Sheet 1 161 Annexure SS7 - Islandsite Investments ABSA Acc "detail" 162 Annexure SS7 - Islandsite Investments ABSA Acc "detail" 163 Annexure RR - HSBC Records for JJT and CGT.xls Sheet 1 163 Annexure RR - HSBC Records for JJT and CGT.xls Sheet 1 177 Annexure SS8 - Tegeta Resources ABSA Account "detail" 180 Annexure SS8 - Tegeta Resources ABSA Account "detail" 182 Annexure RR - HSBC Records for JJT and CGT.xls Sheet 1 192 Annexure RR - HSBC Records for JJT and CGT.xls Sheet 1

Location Description
Row 28
Row 7972
Row 7973
Row 7973
Row 8025
Row 8028
Row 8060
Row 8062
Row 8089
Row 8086
Row 8087
Row 648
Row 3255
Row 3259
Row 3266
Row 3272
Row 738
Row 9761
Row 9775
Row 742

Row 750
Row 750
Row 10164 Row 10164 Row 9792 Row 9795 Row 3
Row 5 Row 5 Row 7 Row 3469 Row 3468 Row 3464 Row 1894

Row 1925
Row 1933 Uncertain Uncertain Uncertain Row 1942 Row 1953 Row 664 Row 668 Row 664 Row 672 Row 670 Row 675 Row 679 Row 680 Row 681 Uncertain Uncertain Row 698 Row 699 Row 10185 Row 10187 Row 10187 Row 712
Row 727
Row 727

Transaction Ref if Any
DC25070211

| 726337.000 |
| ---: |
| 726336.000 |
| 726351.000 |
| 726393.000 |
| 726384.000 |
| 726426.000 |
| 726425.000 |
| 726448.000 |
| 726447.000 |
| 726452.000 |
| 201108140000047979 |

20110801400000047979

|  | 11672556.000 |
| ---: | ---: |
| 11672560.000 |  |
| 11672563.000 |  |
| 11672573.000 |  |
| 11682290.000 |  |
| 728125.002 |  |
| 728125.001 |  |
| 11682299.000 |  |
| 11682295.000 |  |
| 11666542.000 |  |
| 728154.000 |  |
| 728163.000 |  |
| 17021715.001 |  |
| 17021715.002 |  |
| 17021714.000 |  |
| 11672762.000 |  |
| 11672768.000 |  |
| 11672772.000 |  |
| 11666565.000 |  |
|  |  |
|  |  |
|  | 11666591.000 |
|  | 11666599.000 | 20120103400000033211 20120103400000032213 20120103400000033211 20120109400000021879 20120109400000021442 | 20120110400000064132 |
| :--- |
| 20120117400000033373 | | 20120117400000033373 |
| :--- |
| 20120117400000033291 | 20120118400000081691

## Uncertain

Uncertain
20120222400000078264
20120222400000143275
11682370.000

| 20120417400000075516 |
| ---: |
| 20120521400000017904 |

20120521400000017904
17007195.000

| 8394949.000 |
| ---: |
| 11682457.000 |
| 11682460.000 |
| 11682461.000 |

20120828400000103163 and 20120828400000103918

| 11682550.000 |
| :--- |
| 11682553.000 |
| 11682557.000 |
| 11682565.000 |
| 11682584.000 |
| 11682591.000 |
| 11682625.000 |
| 20121228400000122570 |

00122570
11682638.000

| 20130108400000049679 |
| :--- |
| 20130108400000049678 |
| 201301094000008979 |

11682647.000
11682659.000

20130204400000077981
20130204400000104095

| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE | MARSHALLTOWN |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
| BEDFORD GARDENS | 2008 |  |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 |  |  |
|  |  |  |

## 17 August 2013 <br> 209179192


\#\# These fees are inclusive of VAT

[^52]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE | MARSHALLTOWN |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
| BEDFORD GARDENS | 2008 |  |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 |  |  |

## 17 september 2013 <br> 209179192


\#\# These fees are inclusive of VAT

[^53]

CFE Results

"SS2" p 2

| RESIDENT SURNAME | RESIDENT ADDRESS | RESIDENT CITY | NON-RESIDENT SUR | AND AMOU |  | IGN AMOUN | CATEGORY |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| NULANE INVESTMENTS 204 | 11 ALICE LANE | JOHANNESBUR | GATEWAY LIMITED | 8,733,537.75 | USD | 1,067,500.00 | 321 - AGRICULTURAL, MINING AND OTHER PROCESS |
| NULANE INVESTMENTS 204 | 11 ALICE LANE | JOHANNESBURC | GATEWAY LIMITED | 10,151,425.00 | USD | 1,227,500.00 | 321 - AGRICULTURAL, MINING AND OTHER PROCESSI |
| ESTINA PTY LTD | 111 SHIMBALI SANDS | JOHANNESBURC | GATEWAY LIMITED | 19,780,000.00 | USD | 2,000,000.00 | 317 - LEGAL, ACCOUNTING, MANAGEMENT CONSULTI |
| ESTINA (PTY) LTD | 111 SHIMBALI SANDS | JOHANNESBURC | GATEWAY LIMITED | 30,900,000.00 | USD | 3,000,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SE |
| ESTINA PTY LTD | 111 SHIMBALI SANDS | JOHANNESBURC | GATEWAY LIMITED | 3,473,664.32 | USD | 348,800.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING S |
| ESTINA PTY LTD | 111 SHIMBALI SANDS | JOHANNESBURC | GATEWAY LIMITED | 29,550,000.00 | USD | 3,000,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SEF |
| FCA NON RESIDENT NON REPORTABLE |  |  | GATEWAY LIMITED | 5,373,411.53 | USD | 549,700.00 | ZZ1 - |
| INNOVA MANAGEMENT SERVICES (PTY | 3 KLARAY COUNTESSES AVENUE, | WINDSOREAST | GATEWAY LIMITED | 9,756,500.00 | USD | 950,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SEF |
| ESTINA PTY LTD | 111 SHIMBALI SANDS NAVIASHA R | SANDTON | GATEWAY LIMITED | 8,957,652.50 | USD | 702,560.98 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SE |
| ESTINA PTY LTD | 111 SHIMBALI SANDS NAVIASHAR | SANDTON | GATEWAY LIMITED | 10,304,000.00 | USD | 800,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SE |
| ESTINA PTY LTD | 111 SHIMBALI SANDS NAVIASHAR | SANDTON | GATEWAY LIMITED | 25,830,000.00 | USD | 2,000,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SE |
| ESTINA PTY LTD | 25 DIJON HYDE CLOSE | JHB | GATEWAY LIMITED | 4,577,280.00 | USD | 300,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SE |
| ESTINA PTY LTD | 25 DIJON HYDE CLOSE | JHB | GATEWAY LIMITED | 4,575,000.00 | USD | 300,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SE |
| ESTINA PTY LTD | 25 DIJON HYDE CLOSE | JHB | GATEWAY LIMITED | 29,678,000.00 | USD | 1,900,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SEF |
| ESTINA PTY LTD | 25 DIJON HYDE CLOSE | JHB | GATEWAY LIMITED | 1,906,800.00 | USD | 120,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SEF |




| N RES TYP | Res Code | REES SUBUR | RESTYPE | ORIG BANK | ORR BAN | ORR COUNT |  | REC BANK | \|NON RES TYPE | NON RES STREET | NON RES SUBUR | NOON RES CITY |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | CFEE RES E22932698953 | SANDTON |  | RBzas |  |  |  |  |  |  |  |  |
|  | CFER RES E269329933 | ${ }_{\text {SANDTON }}$ SUNINGHLIL |  | ${ }_{\text {BARBZAJJ }}$ |  |  |  | SCBLUS33 |  |  |  |  |
|  | FINSSURV RES E20101211] | NAVAISHA |  | SBZZZAAJ |  |  |  |  |  |  |  |  |
|  | FINSURV RES E3567032 | SUNNINGHIL |  | SBZAZAJJ |  |  |  | SCBLUS33 |  |  |  |  |
|  | FINSURV R RES X X 2604158 |  |  | SBZAZAJJ |  |  |  | IIMPLKENA |  |  |  |  |
|  | FINSURV RES E1830498 | JOHANNESB\| |  | FiRNZAJJ | CHASUS33 | UNITED STATE |  | ${ }^{\text {BARBAEAD }}$ |  | RAS AL KHAIMAH, UNITED ARAB EMIRA |  | ${ }^{0}$ |
|  | Fins | Johandesc |  | firkviaj |  |  |  | ${ }^{\text {BARBBAAAD }}$ |  |  |  |  |
|  | $\frac{\text { FINSURV RES E1648197J }}{\text { Finsurv ReS Elic8i97 }}$ | JJOHANESB |  | Firnzaj |  | UNITED STATE |  | ${ }_{\text {che }}^{\text {BARBAEAD }}$ |  | , |  |  |
|  | FIISSURV RES E16488971/ | JOHANNESB |  | FiRNZAJJ | Scbius33 | UNITED STATE |  |  |  |  |  |  |
|  | FINSURV RES E1067697 | Johanves |  | Firnzaj | $\begin{aligned} & \text { SCBLUS33 } \\ & \text { SCBLUS } 33 \end{aligned}$ | UNITED STATE |  | ${ }^{\text {BARBAEAEAD }}$ |  |  |  |  |

"SS2" p 5

| RES TYPE | RES VAT | RES CONTACT EMAIL | RES CONTACT FA) | BT ID NUMBER | RESIDENT ACCOU | NON RESIDENT ACCOUNT | DR AD CODE | LOAN REF | REPORTING QUALIFIEF | BOP VERSION |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| E |  |  | 0000000000 |  | 92020200000234 |  |  |  |  |  |
| E |  |  | 0000000000 | 0 | 9202020000234 |  | 0 | 0 |  | 2 |
| E |  |  | 0000000000 | 0 | 00310864860 | IAE210440000102206949201 |  | 0 |  |  |
| E |  | KAMAL.VASRAM@ESTINA.C |  |  | 310864860 | AE210440000102206949201 | 0 |  | BOPCUS | 3 |
| E |  | KAMAL.VASRAM@ESTINA.C |  |  | 310864860 | AE210440000102206949201 | 0 |  | BOPCUS | 3 |
| E |  | KAMAL.VASRAM@ESTINA.C |  |  | 310864860 | AE210440000102206949201 |  |  | BOPCUS |  |
| x |  |  |  |  |  | 7600006799 | 0 |  | NON REPORTABLE | 3 |
| E | NO VAT NUMB | CHWAYITAM@YAHOO.COM |  | $\square$ | 62359091734 | AE070110090030200012007 |  |  | BOPCUS |  |
|  |  | KAMAL.VASRAM@GMAIL.CC |  |  | 62505753906 | AE070110090030200012007 | 0 |  | BOPCUS | 3 |
| E |  | KAMAL.VASRAM@GMALL.CC |  | $\square$ | 62505753906 | AE070110090030200012007 |  |  | BOPCUS | 3 |
| E |  | KAMAL.VASRAM@GMAIL.CC |  |  | 62505753906 | AE0701 10090030200012007 | 0 |  | BOPCUS | 3 |
| E |  | ESTINA.SA@GMAIL.COM |  | - | 62505753906 | AE0701 10090030200012007 | 0 | - | BOPCUS | 3 |
| E |  | ESTINA.SA@GMAIL.COM |  |  | 62505753906 | AE070110090030200012007 | 0 |  | BOPCUS | 3 |
| E |  | ESTINA.SA@GMALL.COM |  |  | 62505753906 | AE070110090030200012007 | 0 |  | BOPCUS | 3 |
|  |  | ESTINA.SA@GMALL.COM |  |  | 62505753906 | AE070110090030200012007 |  |  | BOPCUS |  |

Statement of Account

## "SS3" p 1 <br> Standard Chartered



Incividuals and SME: please visit any of our branches to submit a copy of your renewed passport, Visa and/or Trade ficense or call 600522288 for more information.

Corporate customers: please provide a copy of yout renewed Trade license to your Relationship Manager to enable us to update your records
Please: inform us of any changes to your personal particulars when they occur.
Standafd Chartered Bank (UAE) is incorporated in the UK and is obliged to comply with UK sanctions. License changep pursuant to sanctions regulations mean we will no Ionger participate in clearing activities in the UAE infolving sanctioned banks.
please refer to http://www, hu-treasury, gov. uk/fin_sanctions_index.htm for further information
 Note: Please advise the Bank of discrepancies if any, within 14 days from date of receipt otherwise this statenment is conshlered correct.

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enable us to update your records a copy of your renewed Trade License to your Relationship Manager to
l
Please inform us of any changes to your personal particulars when they occur
Standard Chartered Bank (UAE) is incorporated in the UK and is obliged to couply with UK sanctions. License UAE involving sanctioned bans regulations mean we will no longer participate in clearing activities in the
please refer to http://www.hm-treasury.gov. uk/fin_sanctions_index.htm for further information

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 Note: Please ${ }^{\mid}$advise the Bank of discreparcies if any, within 14 days from date of reccipt otherwise this statenent is considered correct.

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## "SS3" p 4

## Statement of Account



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Corporate custoners: Please provide a copy of your renewed Trade License to your Relationship Manager to enable us to update your records.
Please inform us of any changes to your personal particulars when they occur.
Standard Chartered Bank (UAE) is incorporated in the UK and is obliged to comply with UK sanctions. License changes pursuant to sanctions regulations mean we will no longer participate in clearing activities in the UAE involving sanctioned banks.

Please nefer to http://www.hm-treasury.gov.uk/fin_sanctions_index.htm for further information

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 Note: Please advise the Bank of discrepancies if any, willin 14 days from date of receipt otherwise this statement is considered correct.


Statement of Account


Individuals and SME : please visit any of our branches to subuit a copy of your renewed Passport, visa and/or Trade License or call 6005222 B8 for more information.

Corporate customers: please proutde a copy of your renewed Trade License to your Relationship Manager to enable us to update your records.

Please inform us of any changes to your personal particulars when they occur.

- Stamciard Chartered Bank (UAE) is incorporated in the UK and is obliged to comply with UK sanctions. Ilcense changes|pursuant to sanctions regulations mean we will no longer participate in clearing activitics in the UAE involving sanctioned banks.

Ploase fefer to http://www.hu-treasury.gov, uk/fin_sanctions_index.htm for further information

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 Note: Pkase advise the Bank of diserepancies if any, within 14 days firm date of receipt otherwise this statenment is considered correct.

Log on to our website whwstandardeharitrediae or call 600522288

| GLQB M. 003 BLDG <br> P.O. B Dubai UNITED | CORPORATION LLC mamzar lagoons AMZAR <br> $\times 90329$ <br> ARAB EMIRATES | CURRENCY AED <br> ACCOUNT TYPE CURRENT ACCOUNT <br> ACCOUNT NUMBER O1202116701 <br> IBAN AE910440000001202116 701 |  |  |
| :---: | :---: | :---: | :---: | :---: |
| أنشارئ <br> Date | Description | Withdrawal | Deposit | Balance |
| 01MAY13 <br> 04MAY13 <br> 22MAY13 <br> 23maty | BALANCE BROUGAT FORWARD <br> ATM WDR AT 2199 12:54:39 <br> ATM WDR AT 2097 12:48:33 <br> 3n20z00100000045-00001 <br> SWERP TRF FROM USD O1202116701 | 5000.00 10000.00 22000.00 | $22000.00$ | $\begin{gathered} 15000.00 \\ 10000.00 \\ 0.00 \\ 22000.00 \mathrm{DR} \\ 0.00 \end{gathered}$ |

$$
\begin{aligned}
& \text { Individuals and SME: Please visit any of our branches to submit a copy of your renowed Passport, Visa and/or } \\
& \text { Trade License or call } 6005222 \text { s8 for more fnformation. } \\
& \text { Corporate customers: please provide a copy of your renewed Trade License to your Relationship Manager to } \\
& \text { enable us to update your cecords. } \\
& \text { Please inform us of any changes to your personal particulars when they occur. } \\
& \text { Standard chartered Bank (UAE) is incorporated in the UK and is obliged to comply with uk sanctions. License } \\
& \text { changes pursuant to sanctions regulations mean we will no longer participate in clearing activities in the } \\
& \text { Uas involving sanctioned banks. } \\
& \text { Please refer to http://www.hm-treasury.gov.uk/fin_sanctions_index.htm for further information }
\end{aligned}
$$

 Note: Please atylse the Bank of discrepancies tf amy, within 14 days from date of receipt otherwise this statement is considered correct.

## Statement of Account



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 Note: Please advise the Bank of discrepancies if any, within 14 days from date of reccipt otherwise this statencent is considered correct.


## "SS3" p 8

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## Statement of Account



Individuals and SME: Please visit any of our branches to strbmit a copy of your renewed Passport, visa and/or Trade License or call 6005222 88 for more information
Corporate customers: Please provide a copy of your renewed Trade License to your Relationship Manager to enable us to update your records.

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Standard Chartered Bank (UAE) is incorporated in the UK and is obliged to comply with UK sanctions. Eicense changes pursuant to sanctions regulations mean we will no longer participate in clearing activities in the UAE involving sanctioned banks.
Please refer to http://wwh.hm-treasury gov.uk/fin_sanctions_index. htim for further information

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 Note: Please advise the Bank of discrepancies if any, within 14 days from date of receipt otherwise this statement is considered correct.





CFE Results

| DATE | FLOW | TRANSACTION REF | S | SUBSEQUENC | FAUTHORISED DEALER | BRANCH | RESIDENT ID | RESIDENT NAME |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2015/02/26 | IN | 201502260347_1 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2015/01/28 | IN | DC196280115 | 1 | 0 | STATE BANK OF INDIA | JOHANNESBURG | 2009/006116/07 | GOLDRIDGE TRADING (PTY) L |
| 2015/01/27 | IN | 201501270334_1 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2015/01/05 | IN | 201501050320 - | 1 | 1 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/10/15 | IN | 201410150366 - | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/10/09 | IN | 201410090327 _ 3 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/10/09 | IN | 201410090328 - | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/09/30 | IN | 1140926103754955 | 1 | 0 | ABSA BANK LIMITED | FOREX OPERATIONS GEN | 201302259707 | DOUBLE EXELENCE PTY LTD |
| 2014/08/21 | IN | 201408210329 1 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/07/17 | IN | 201407170317 - 1 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/06/24 | IN | 201406240325 3 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/06/11 | IN | 201406110320 - | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/06/05 | IN | 2014060503271 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/05/28 | IN | 2014052803301 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/05/13 | IN | 2014051303111 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/05/13 | IN | 201405130312 1 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/05/06 | IN | 201405060335 -1 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/05/06 | IN | 201405060336 -1 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/05/02 | IN | 2014050203331 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/04/30 | IN | 2014043003491 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/04/29 | IN | 201404290312_1 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/04/09 | IN | 201404090322_3 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/03/25 | IN | 201403250366 _ 1 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/03/19 | IN | 201403190346_1 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/03/06 | IN | 201403060342 1 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2013/09/25 | IN | 2013092503121 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2012/11/28 | IN | 2012112803231 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/01795/07 |  |
| 2012/09/12 | IN | 1209120011975141 | 1 | 0 | FIRSTRAND BANK LIMITE | NON-RESIDENT CENTRE | 20101109 |  |
| 2012/08/27 | IN | IT08599101599371-000 | 1 | 0 | NEDBANK LIMITED | RAND ITT GAUTENG | 1997/012717/10 |  |
| 2012/08/27 | IN | IT08599101599391-000 | 1 | 0 | NEDBANK LIMITED | RAND ITT GAUTENG | 1997/012717/10 |  |
| 2012/02/27 | OUT | 32612TS002142 | 1 | 1 | STATE BANK OF INDIA | STATE BANK OF INDIA | 1997/15590/07 |  |
| 2012/02/27 | OUT | 32612 TS002143 | 1 | 1 | STATE BANK OF INDIA | STATE BANK OF INDIA | 1997/15590/07 |  |
| 2012/02/21 | OUT | 32612 TS002000 | 1 | 1 | STATE BANK OF INDIA | STATE BANK OF INDIA | 1997/15590/07 |  |
| 2012/01/12 | OUT | 32612 TS000597 | 1 | 1 | STATE BANK OF INDIA | STATE BANK OF INDIA | 1997/15590/07 |  |
| 2011/05/31 | OUT | 10456194 | 1 | 1 | STATE BANK OF INDIA | STATE BANK OF INDIA | 1997/015590/07 |  |

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| CURRENC | FOREIGN AMOUN | CATEGORY |
| :---: | :---: | :---: |
| USD | 1,999,970.00 | 601 - INVESTMENT IN |
| USD | 3,999,975.00 | 231 - COMPUTER-RELATED SERVICES INCLUDING MAINTENANCE, REPAIR AND CONSULTA |
| USD | 1,999,970.00 | 601 - INVESTMENT IN |
| USD | 1,999,970.00 | 103 -EXPORT |
| USD | 999,970.00 | 601 - INVESTMENT IN |
| USD | 649,935.00 | 601 - INVESTMENT IN |
| USD | 349,935.00 | 601 - INVESTMENT IN |
|  | 0.00 | 260 - PROCEEDS FOR TRAVEL SERVICES IN RESPECT OF THIRD PARTIES - BUSINESS TRA |
| USD | 999,970.00 | 601 - INVESTMENT IN |
| USD | 999,970.00 | 601 - INVESTMENT IN |
| USD | 999,945.00 | 601 - INVESTMENT IN |
| USD | 999,970.00 | 601 - INVESTMENT IN |
| USD | 999,935.00 | 601 - INVESTMENT IN |
| USD | 999,970.00 | 601 - INVESTMENT IN |
| USD | 1,599,935.00 | 601 - INVESTMENT IN |
| USD | 1,399,945.00 | 601 - INVESTMENT IN |
| USD | 999,970.00 | 601 - INVESTMENT IN |
| USD | 299,935.00 | 601 - INVESTMENT IN |
| USD | 1,699,970.00 | 601 - INVESTMENT IN |
| USD | 399,935.00 | 601 - INVESTMENT IN |
| USD | 1,599,945.00 | 601 - INVESTMENT IN |
| USD | 999,940.00 | 601 - INVESTMENT IN |
| USD | 999,935.00 | 601 - INVESTMENT IN |
| USD | 999,970.00 | 601 - INVESTMENT IN |
| USD | 999,935.00 | 601 - INVESTMENT IN |
| USD | 3,099,935.00 | 601 - INVESTMENT IN |
| USD | 22,336.37 | 701 - SHARES |
| USD | 387,965.00 | 701 - SHARES |
| N | 0.00 | 317 -LEGAL, ACCOUNTING, MANAGEMENT CONSULTING |
| N | 0.00 | 317 -LEGAL, ACCOUNTING, MANAGEMENT CONSULTING |
| USD | 178,000.00 | 101 - ADVANCE PAYMENTS |
| EUR | 121,000.00 | 101 - ADVANCE PAYMENTS |
| EUR | 200,000.00 | 101 - ADVANCE PAYMENTS |
| USD | 1,088,297.00 | $103-$ C.I.F |
| USD | 399,394.00 | 102 - F.O.B. |

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| RB | RES CONTA | ACT |  | STATUS | RC | NON RES CODE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520152762954 | FINSURV NRES E3199405 |
|  | 0115421000 | GOLDRIDGE, GOLDRID | GE TRADING (PTY) LTD | ORIGINAL | 6820150001468 | FINSURV NRES E3262236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520152762922 | FINSURV NRES E3199405 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520152763068 | FINSURV NRES E3199405 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762832 | FINSURV NRES_E7592974 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762826 | FINSURV NRES E3262236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762826 | FINSURV NRES E3262236 |
|  | 0119762220 | MR, HUSSEIN AHMED A | LLANA | ORIGINAL | 4220140034182 | FINSURV NRES E3852087 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762786 | FINSURV NRES E3262236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762762 | FINSURV NRES E3262236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762728 | FINSURV NRES E3222236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762719 | FINSURV NRES E3262236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762714 | FINSURV NRES E3262236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762705 | FINSURV NRES E3262236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762688 | FINSURV NRES E326 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762688 | FINSURV NRES E3222236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762682 | FINSURV_NRES_E3262236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762682 | FINSURV NRES E7592974 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762680 | FINSURV NRES E3275927 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762679 | FINSURV NRES E326 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762678 | FINSURV NRES E3262236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762664 | FINSURV NRES E7592974 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762639 | FINSURV NRES E7592974 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762635 | FINSURV NRES E3262236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762620 | FINSURV NRES E3262236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520132762380 | FINSURV NRES E7592974 |
|  | 0115421036 | RAVINDRA NATH | RAVINDRANATH | ORIGINAL | 7520120002169 | CFE NRES E2932439454 |
|  | 0136869501 | MNR TIELMAN M ROUX | MNR TIELMAN M ROUX | ORIGINAL | 220120006734 | CFE NRES E861142665 |
|  | 0117840715 | PRUNELL NAICKER | PRUNELL NAICKER | ORIGINAL | 820120122091 | CFE_NRES_E861142665 |
|  | 0117840715 | SAMI NAICKER | SAMI NAICKER | ORIGINAL | 820120122079 | CFE NRES E861142665 |
| B1E(I) | 0113121701 | ATUL KUMAR GUPTA | ATUL KUMAR GUPTA | ORIGINAL | 6820120584161 | CFE NRES E88142665 |
| B1E(I) | 0113121701 | ATUL KUMAR GUPTA | ATUL KUMAR GUPTA | ORIGINAL | 6820120584161 | CFE NRES E861142665 |
| B1E(I) | 0113121701 | ATUL KUMAR GUPTA | ATUL KUMAR GUPTA | ORIGINAL | 6820120524150 | CFE NRES E861142665 |
| B1H(1) | 0113121701 | ATUL KUMAR GUPTA | ATUL KUMAR GUPTA | ORIGINAL | 6820120124072 | CFE NRES E861142665 |
| B1B | 0115421006 | EVAN TAK | EVAN TAK | ORIGINAL | 6820111783504 | CFE_NRES_E2739157829 |

CORR COUNTRY

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BARBUS33
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SCBLAEAD SCBLUS33 I



## "SS4" p 7

| REC BANK | NON RES TYPE | NON RES STREET | NON RES SUBURB | NON RES CITY | RES TYPE | RES TAX | RES VAT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BARBZAJJX |  |  |  |  | E |  |  |
| SBINZAJJ | 1 |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E | 462024121 | NO VAT NUMB |
| BARBZAJJX |  | - |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| ABSAZAJJX: |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  | , |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  |  |
| BARBZAJJX |  |  |  |  | E |  | NO VAT NUMB |
| BARBZAJJ | F |  |  |  | E | 909328816 | 4620241218 |
| FIRNZAJJ65 | F | UNITED ARAB EMIRATES,PO 903 |  |  | E |  |  |
| NEDSZAJJ | F |  |  |  | E |  |  |
| NEDSZAJJ | F |  |  |  | E |  |  |
|  | F | P O BOX 17870 LOB 15514 | JEBEL ALI FREE ZON | DUBAI UAE | E | 912022084 | 4700182076 |
|  | F | P O BOX 17870 LOB 15514 | JEBEL ALI FREE ZON | DUBAI UAE | E | 912022084 | 4700182076 |
|  | F | P O BOX 17870 LOB 15514 | JEBEL ALI FREE ZON | DUBAI UAE | E | 912022084 | 4700182076 |
|  | F | P O BOX 17870 LOB 15514 | JEBEL ALI FREE ZON | DUBAI UAE | E | 912022084 | 4700182076 |
|  | F |  |  |  | E |  |  |

"SS4" p 8

| RES CONTACT EMAIL | RES CONTACT FA) | BT ID NUMBER | EXPORT CONTRC | RESIDENT ACCO | NON RESIDENT ACCOUN | DR AD CODE | LOAN REF |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | 92020200000034 | 90030200012009 | 0 |  |
| INTL@VANDANAGLOBAL.COM |  |  |  | 32620056620101 | 90030200012009 | 0 | - |
|  |  |  |  | 92020200000034 | 90030200012009 | 0 |  |
|  | - |  | 20151554 | 92020200000034 | 93010200000069 | 0 |  |
|  |  |  |  | 92020200000034 | 90030200012009 | 0 |  |
|  | - |  |  | 92020200000034 | AE64033000001910004124 | 0 |  |
|  |  |  |  | 92020200000034 | AE92033000001910004132 | 0 |  |
| HALIMA@TRAVELEXCELLENCE. |  |  |  | 4080482652 | AE64033000001910004124 | 0 |  |
|  |  |  |  | 92020200000034 | 90030200012009 | 0 |  |
|  |  |  |  | 92020200000034 | 90030200012009 | 0 |  |
|  |  |  |  | 92020200000034 | 90030200012009 | 0 |  |
|  |  |  |  | 92020200000034 | 90030200012009 | 0 |  |
|  |  |  |  | 92020200000034 | AE92033000001910004132 | 0 |  |
|  |  |  |  | 92020200000034 | 90030200012009 | 0 |  |
|  |  |  |  | 92020200000034 | AE92030000019100041325 | 0 |  |
|  |  |  |  | 92020200000034 | 90030200012008 | 0 |  |
|  |  |  |  | 92020200000034 | 90030200012008 | 0 |  |
|  |  |  |  | 92020200000034 | AE64033000001910004124 | 0 |  |
|  |  |  |  | 92020200000034 | 5887652447 | 0 |  |
|  |  |  |  | 92020200000034 | AE92033000001910004132 | 0 |  |
|  |  |  |  | 92020200000034 | 90030200012009 | 0 |  |
|  |  |  |  | 92020200000034 | 111762 | 0 |  |
|  |  |  |  | 92020200000034 | AE92033000001910004132 | 0 |  |
|  |  |  |  | 92020200000034 | 90030200012009 | 0 |  |
|  |  |  |  | 92020200000034 | AE92033000001910004132 | - |  |
|  |  |  |  | 92020200000034 | AE53044000010192329230 | 0 |  |
|  | 0000000000 | 0 |  | 9202020000034 |  | 0 | 0 |
|  | 0000000000 | 0 |  | 62091309411 | AE53044000010192329230 | 0 | 0 |
|  | 0000000000 | 0 |  | 1454095326 |  | 0 | 0 |
|  | 0000000000 | 0 |  | 1454095326 |  | 0 | 0 |
| UGESHNIN@SAHARA.CO.ZA | 0000000000 | 0 |  | 32620005440102 |  | 0 | 0 |
| UGESHNIN@SAHARA.CO.ZA | 0000000000 | 0 |  | 32620005440102 |  | 0 | 0 |
| UGESHNIN@SAHARA.CO.ZA | 0000000000 | 0 |  | 32620005440102 |  | 0 | 0 |
| UGESHNIN@SAHARA.CO.ZA | 0000000000 | 0 |  | 32620005440102 | - | 0 | 0 |
|  | 0115421100 | 0 |  | 32620005440102 |  | 0 | 0 |

## "SS4" p 9





## "SS5" p 3





## "SS5" p 6




## N <br> "SS6" p



## \%

"SS7" p 1

| ABSA | Islandsite Investment 180 ( Islandsite Investments | 4072171431 | 11672556.000 | 2011-09-23 |
| :---: | :---: | :---: | :---: | :---: |
| ABSA | Islandsite Investment 180 ( Islandsite Investments | 4072171431 | 11672560.000 | 2011-09-26 |
| ABSA | Islandsite Investment 180 ( Islandsite Investments | 4072171431 | 11672563.000 | 2011-09-27 |
| ABSA | Islandsite Investment 180 ( Islandsite Investments | 4072171431 | 11672573.000 | 2011-09-29 |
| ABSA | Islandsite Investment 180 ( Islandsite Investments | 4072171431 | 11672772.000 | 2011-12-05 |
| ABSA | Islandsite Investment 180 ( Islandsite Investments | 4072171431 | 11672768.000 | 2011-12-05 |
| ABSA | Islandsite Investment 180 ( Islandsite Investments | 4072171431 | 11672762.000 | 2011-12-05 |
| ABSA | Islandsite Investment 180 ( Islandsite Investments | 4072171431 | 11673011.000 | 2012-02-17 |

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| Inflow |
| :--- |
| Inflow |
| Inflow |
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| Outflow |
| Outflow |
| Inflow |

10,000,000.00 0

| $2,000,000.00$ | 0 |
| ---: | ---: | ---: |
| $3,900,000.00$ | 0 |
| $11,000,000.00$ | 0 |
| $10,000,000.00$ | 0 |
| $-3,000,000.00$ | 0 | $-3,000,000.000$



## "SS8" p 1

| - Name of | ount Holddiccount Hol | BS - Account number | CFA - Unique Trans No | $\begin{gathered} \text { BS - Trans } \\ \text { Date } \end{gathered}$ | Descript | Descripti | Descriptic |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682290.000 | 2011-11-30 | CREDIT TRA |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682299.000 | 2011-12-01 | DISTRIBUTI |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682291.000 | 2011-12-01 | CREDIT TRA |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682295.000 | 2011-12-01 | CREDIT TRA |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682370.000 | 2012-03-29 | CREDIT TRA | ARCTOS TR | (BT)TEGET A <br> EXPLORAT <br> I |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682379.000 | 2012-04-04 | CASH FOCl |  |  |
| State Ba | $\mathrm{M} / \mathrm{S}$. Arcto Arctos Trac | 32620070720101 | 17007195.000 | 2012-06-06 |  |  |  |
| State Ba | M/S. Arcto Arctos Trac | 32620070720101 | 17007319.000 | 2012-07-02 |  |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682457.000 | 2012-07-10 | CASH FOCL |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682460.000 | 2012-07-11 | CASH FOCL |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682461.000 | 2012-07-14 | CREDIT TRA | ARCTOS TR | (BT)TEGET A EXPLORAT I |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682550.000 | 2012-10-17 | CASH FOCl |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682553.000 | 2012-10-18 | CASH FOCL |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682557.000 | 2012-10-24 | CASH FOCL |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682565.000 | 2012-10-30 | CASH FOCL |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682584.000 | 2012-11-06 | CASH FOCL |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682591.000 | 2012-11-09 | CASH FOCL |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682625.000 | 2012-12-18 | CASH FOCL |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682638.000 | 2013-01-03 | CASH FOCL |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682647.000 | 2013-01-10 | CASH FOCL |  |  |
| ABSA | Tegeta Res Tegeta Res | 4072444486 | 11682659.000 | 2013-01-21 | CASH FOCL |  |  |

"SS8" p 2

| Payment | Deposit | BS - Amount | CFA Counter account prov by bank | CFA - Counter <br> Acc <br> Name prov by bank | CFA - <br> Flow <br> direction | Category o | $\begin{aligned} & \text { CFA - Counter } \\ & \text { account - through } \\ & \text { analysis } \end{aligned}$ | CFA - <br> Counter name through analysis |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 9,900,000.00 | 9,900,000.00 | $2.21 \mathrm{E}+08$ |  | Inflow | Deposit - c | 221045058 | Arctos Trading |
|  | 200,000.00 | 200,000.00 | 0 |  | Inflow |  |  |  |
|  | 9,900,000.00 | 9,900,000.00 | $2.21 \mathrm{E}+08$ |  | Inflow |  |  |  |
|  | 24,000,000.00 | 24,000,000.00 | $2.21 \mathrm{E}+08$ |  | Inflow | Deposit - c | 221045058 | Arctos Trading |
|  | 4,300,000.00 | 4,300,000.00 | $2.21 \mathrm{E}+08$ |  | Inflow | Deposit - C | $221045058$ | Arctos Trading |
| -900,000.00 |  | -900,000.00 | 0 |  | Outflow |  |  |  |
| -8,388,833.79 |  | -8,388,833.79 | 0 |  | Outflow | Transfers (1 | 4072444486 | Tegeta Resources |
|  | 4,150,000.00 | 4,150,000.00 | 0 |  | Inflow | Transfers (1 | 4072444486 | Tegeta Resources |
| -8,250,000.00 |  | -8,250,000.00 | 0 |  | Outflow | Transfers (1 | 32620070720101 | Arctos Trading |
| -8,250,000.00 |  | -8,250,000.00 | 0 |  | Outflow | Transfers (1 | 32620070720101 | Arctos Trading |
|  | 900,000.00 | $900,000.00$ | $2.21 \mathrm{E}+08$ |  | Inflow | Deposit - c | $221045058$ | Arctos Trading |
| -2,000,000.00 |  | -2,000,000.00 | 0 |  | Outflow |  |  |  |
| -2,000,000.00 |  | -2,000,000.00 | 0 |  | Outflow |  |  |  |
| -2,000,000.00 |  | -2,000,000.00 | 0 |  | Outflow |  |  |  |
| -2,000,000.00 |  | -2,000,000.00 | 0 |  | Outflow |  |  |  |
| -115,000.00 |  | -115,000.00 |  |  | Outflow | Transfers (1 | 4055945146 |  |
| -3,000,000.00 |  | -3,000,000.00 | 0 |  | Outflow |  |  |  |
| -3,000,000.00 |  | -3,000,000.00 | 0 |  | Outflow |  |  |  |
| -1,000,000.00 |  | -1,000,000.00 | 0 |  | Outflow |  |  |  |
| -1,000,000.00 |  | -1,000,000.00 | 0 |  | Outflow |  |  |  |
| -4,000,000.00 |  | -4,000,000.00 | 0 |  | Outflow |  |  |  |

# "SS9" p 1 

Date: 16-04-2019
BANK OF BARODA, JOHANNESBURG
TYPE: BARODA CURRENT ACCOUNT A/C NO: 92020200000235 ZAR

PAGE: 1
TO:
M/S. IDWALA COAL (PTY) LIMITED

CUSTOMER ADDRESS:
cust_Acomu_addr1
144 KATHERINE STREET, SANDTON 2196
AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

ACCOUNT ADDRESS:
BLOCK A LOWER GROUND FLOOR GRAYSTON 144 KATHERINE STREET, SANDTON 2196 AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

STATEMENT OF ACCOUNT FOR THE PERIOD OF 01-12-2011 to 16-04-2019
TRAN DATETRANSACTION PARTICULARS WITHDRAWALS DEPOSITS BALANCE

| 01-12-11 B/F |  |  | 0 |
| :---: | :---: | :---: | :---: |
| 05-12-11 DEP DT 05.12.2011 |  | 10000000.00 | 10000000.00Cr |
| 05-12-11 EFTS | 10000000.00 |  | 0.00 |
| 05-12-11 DEP DT 05.12.2011 |  | 10000000.00 | 10000000.00Cr |
| 05-12-11 EFT | 10000000.00 |  | 0.00 |
| 05-12-11 DEP DT 05.12.2011 |  | 12000000.00 | 12000000.00Cr |
| 05-12-11 EFT | 12000000.00 |  | 0.00 |
| 15-12-11 DEPS DT 15.12.2011 |  | 133743900.00 | 133743900.00Cr |
| 15-12-11 TRF FROM USD ACC |  | 108587158.00 | 242331058.00 Cr |
| 15-12-11 TRF FROM USD |  | 25155658.00 | 267486716.00Cr |
| 15-12-11 PROFIT ON EXCAHNAGE ON | 16000.00 |  | 267470716.00Cr |
| 15-12-11 RECTIFICATION VOUCHER | 133743900.00 |  | 133726816.00Cr |
| 15-12-11 EFT | 25000000.00 |  | 108726816.00Cr |
| 15-12-11 EFT | 108000000.00 |  | 726816.00Cr |
| 30-12-11 92020200000235:Int.Pd:0 |  | 1354.07 | 728170.07Cr |
| 31-01-12 92020200000235:Int.Pd:0 |  | 2467.02 | 730637.09 Cr |
| 29-02-12 92020200000235:Int.Pd:0 |  | 2315.68 | 732952.77Cr |
| 30-03-12 92020200000235:Int.Pd:0 |  | 2403.13 | 735355.90Cr |
| 30-04-12 92020200000235:Int.Pd:3 |  | 2491.37 | 737847.27Cr |
| 31-05-12 92020200000235:Int.Pd:0 |  | 2499.81 | 740347.08Cr |
| 29-06-12 92020200000235:Int.Pd:0 |  | 2427.36 | 742774.44Cr |
| 31-07-12 92020200000235:Int.Pd:0 |  | 2516.51 | 745290.95Cr |
| 31-08-12 92020200000235:Int.Pd:0 |  | 2525.03 | 747815.98Cr |
| 10-09-12 COMM ON GUARANTEE L/G 0 | 827.00 |  | 746988.98Cr |
| 28-09-12 92020200000235:Int.Pd:0 |  | 2449.95 | 749438.93Cr |
| 31-10-12 92020200000235:Int.Pd:0 |  | 2539.09 | 751978.02Cr |
| 30-11-12 92020200000235:Int.Pd:0 |  | 2465.50 | 754443.52 Cr |
| 31-12-12 92020200000235:Int.Pd:0 |  | 2556.04 | 756999.56Cr |
| 31-01-13 92020200000235:Int.Pd:0 |  | 2571.72 | 759571.28Cr |
| Page Total: | 298760727.00 | 299520298.28 | 759571.28Cr |

Unless the constituent notifies the bank immediately of any discrepancy found by him/her in this statement of Account, it will be taken that he/she has found the statement correct.

Date: 16-04-2019

# BANK OF BARODA,JOHANNESBURG 

TYPE: BARODA CURRENT ACCOUNT A/C NO: 92020200000235 ZAR

PAGE: 2

```
T0:
    M/S. IDWALA COAL (PTY) LIMITED
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu_addr1
    144 KATHERINE STREET, SANDTON 2196 144 KATHERINE STREET, SANDTON 2196
    AFRICA, SOUTH AFRICA AFRICA, SOUTH AFRICA
    GAUTENG
    SOUTH AFRICA
```

ACCOUNT ADDRESS:
BLOCK A LOWER GROUND FLOOR GRAYSTON 144 KATHERINE STREET, SANDTON 2196 AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

STATEMENT OF ACCOUNT FOR THE PERIOD OF 01-12-2011 to 16-04-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 25-02-13 TO 02/42 | 723000.00 |  | 36571.28Cr |
| 28-02-13 TRANSFER |  | 723000.00 | 759571.28Cr |
| 28-02-13 92020200000235:Int.Pd:0 |  | 2093.04 | 761664.32 Cr |
| 14-03-13 EFT | 733913.50 |  | 27750.82Cr |
| 28-03-13 REVERSAL CHARGES | 897.00 |  | 26853.82Cr |
| 28-03-13 92020200000235:Int.Pd:0 |  | 1139.46 | 27993.28Cr |
| 30-04-13 92020200000235:Int.Pd:0 |  | 92.03 | 28085.31Cr |
| 31-05-13 92020200000235:Int.Pd:0 |  | 95.42 | 28180.73Cr |
| 28-06-13 92020200000235:Int.Pd:0 |  | 92.65 | 28273.38Cr |
| 31-07-13 92020200000235:Int.Pd:0 |  | 96.05 | 28369.43Cr |
| 30-08-13 92020200000235:Int.Pd:0 |  | 96.38 | 28465.81 Cr |
| 09-09-13 BG RENEWAL | 897.00 |  | 27568.81Cr |
| 30-09-13 92020200000235:Int.Pd:0 |  | 91.42 | 27660.23Cr |
| 31-10-13 92020200000235:Int.Pd:0 |  | 93.97 | 27754.20Cr |
| 29-11-13 92020200000235:Int.Pd:0 |  | 91.25 | 27845.45Cr |
| 31-12-13 92020200000235:Int.Pd:0 |  | 94.59 | 27940.04Cr |
| 31-01-14 92020200000235:Int.Pd:0 |  | 94.92 | 28034.96Cr |
| 28-02-14 CREDIT IN NEDBANK |  | 733913.50 | 761948.46Cr |
| 28-02-14 EFT TO NEDBANK | 734000.00 |  | 27948.46Cr |
| 28-02-14 92020200000235:Int.Pd:0 |  | 86.03 | 28034.49Cr |
| 13-03-14 TO BG NO 29983509 UPTO | 897.00 |  | 27137.49Cr |
| 31-03-14 92020200000235:Int.Pd:0 |  | 93.37 | 27230.86Cr |
| 30-04-14 92020200000235:Int.Pd:0 |  | 89.53 | 27320.39Cr |
| 30-05-14 92020200000235:Int.Pd:0 |  | 92.81 | 27413.20Cr |
| 20-06-14 EFT TO NEDBANK | 5130.00 |  | 22283.20Cr |
| 25-06-14 EFT TO NEDBANK | 2900.00 |  | 19383.20Cr |
| 30-06-14 92020200000235:Int.Pd:0 |  | 82.04 | 19465.24Cr |
| 02-07-14 CREDIT IN NEDBANK |  | 10108.50 | 29573.74Cr |
| 25-07-14 EFT TO NEDBANK | 5700.50 |  | 23873.24Cr |
| Page Total: | 2207335.00 | 1471636.96 | 23873.24Cr |

Unless the constituent notifies the bank
immediately of any discrepancy found by him/her in this statement of Account, it will be taken that he/she has found the statement correct.

BANK OF BARODA, JOHANNESBURG
"SS9" p 3

TYPE: BARODA CURRENT ACCOUNT
A/C NO: 92020200000235 ZAR
PAGE: 3
TO:
M/S. IDWALA COAL (PTY) LIMITED

CUSTOMER ADDRESS:
cust_Acomu_addr1
144 KATHERINE STREET, SANDTON 2196
AFRICA, SOUTH AFRICA GAUTENG
SOUTH AFRICA

ACCOUNT ADDRESS:
BLOCK A LOWER GROUND FLOOR GRAYSTON 144 KATHERINE STREET, SANDTON 2196 AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

STATEMENT OF ACCOUNT FOR THE PERIOD OF 01-12-2011 to 16-04-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 31-07-14 92020200000235:Int.Pd:0 |  | 94.99 | 23968.23Cr |
| 29-08-14 92020200000235:Int.Pd:0 |  | 81.43 | 24049.66Cr |
| 12-09-14 TO BG RENEWAL COMMISSIO | 897.00 |  | 23152.66Cr |
| 30-09-14 92020200000235:Int.Pd:0 |  | 77.20 | 23229.86Cr |
| 31-10-14 92020200000235:Int.Pd:0 |  | 78.92 | 23308.78Cr |
| 07-11-14 BGNO.:9202IGPER000814:C | 1413.60 |  | 21895.18Cr |
| 10-11-14 02/141 CLOSED \& AMT TRF |  | 5519.07 | 27414.25Cr |
| 10-11-14 BG NO: 92021GPE 000814 |  | 1413.60 | 28827.85Cr |
| 28-11-14 92020200000235:Int.Pd:0 |  | 88.87 | 28916.72Cr |
| 31-12-14 92020200000235:Int.Pd:0 |  | 98.24 | 29014.96Cr |
| 30-01-15 92020200000235:Int.Pd:0 |  | 98.57 | 29113.53Cr |
| 23-02-15 CREDIT IN NEDBANK |  | 550088.62 | 579202.15Cr |
| 23-02-15 CREDIT IN NEDBANK |  | 4200000.00 | 4779202.15Cr |
| 23-02-15 EFT TO NEDBANK | 1197000.00 |  | 3582202.15 Cr |
| 23-02-15 EFT TO NEDBANK | 3500000.00 |  | 82202.15Cr |
| 24-02-15 CREDIT IN NEDBANK |  | 100000000.00 | 100082202.15Cr |
| 24-02-15 EFT TO NEDBANK | 100000000.00 |  | 82202.15Cr |
| 24-02-15 CREDIT IN NEDBANK |  | 94750000.00 | 94832202.15Cr |
| 24-02-15 EFT TO NEDBANK | 94786402.47 |  | 45799.68Cr |
| 27-02-15 92020200000235:Int.Pd:0 |  | 104.29 | 45903.97Cr |
| 03-03-15 REAL TIME EFT CHARGES | 1462.80 |  | 44441.17Cr |
| 13-03-15 B.G. COMM. 29983509 | 897.00 |  | 43544.17Cr |
| 31-03-15 92020200000235:Int.Pd:0 |  | 149.44 | 43693.61Cr |
| 30-04-15 CREDIT IN NEDBANK |  | 400000.00 | 443693.61Cr |
| 30-04-15 TRFD TO ARCTOS | 400000.00 |  | 43693.61Cr |
| 30-04-15 92020200000235:Int.Pd:0 |  | 143.65 | 43837.26Cr |
| 29-05-15 92020200000235:Int.Pd:0 |  | 148.92 | 43986.18Cr |
| 26-06-15 CREDIT IN NEDBANK |  | 25600000.00 | 25643986.18Cr |
| 26-06-15 TRANSFER TO ARCTOS TRAD | 25600000.00 |  | 43986.18Cr |
| Page Total: | 225488072.87 | 225508185.81 | 43986.18Cr |

Unless the constituent notifies the bank
immediately of any discrepancy found by him/her in this statement of Account, it will be taken that he/she has found the statement correct.

# "SS9" p 4 

Date: 16-04-2019
BANK OF BARODA, JOHANNESBURG
TYPE: BARODA CURRENT ACCOUNT
A/C NO: 92020200000235 ZAR
PAGE: 4
TO:
M/S. IDWALA COAL (PTY) LIMITED

CUSTOMER ADDRESS:
cust_Acomu_addr1
144 KATHERINE STREET, SANDTON 2196
AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

ACCOUNT ADDRESS:
BLOCK A LOWER GROUND FLOOR GRAYSTON 144 KATHERINE STREET, SANDTON 2196 AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

STATEMENT OF ACCOUNT FOR THE PERIOD OF 01-12-2011 to 16-04-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 30-06-15 92020200000235:Int.Pd:0 |  | 144.61 | 44130.79 Cr |
| 31-07-15 92020200000235:Int.Pd:0 |  | 149.93 | 44280.72Cr |
| 31-08-15 92020200000235:Int.Pd:0 |  | 150.45 | 44431.17Cr |
| 08-09-15 B.G. COMM. 29983509 | 875.00 |  | 43556.17Cr |
| 08-09-15 VAT ON B.G. COMM. 29983 | 22.00 |  | 43534.17 Cr |
| 30-09-15 92020200000235:Int.Pd:0 |  | 143.81 | 43677.98 Cr |
| 01-10-15 EFT TO NEDBANK | 18969.44 |  | 24708.54Cr |
| 30-10-15 92020200000235:Int.Pd:0 |  | 83.94 | 24792.48Cr |
| 30-11-15 92020200000235:Int.Pd:0 |  | 81.51 | 24873.99Cr |
| 09-12-15 DEP NED |  | 80000000.00 | 80024873.99Cr |
| 09-12-15 EFT TO OAKBAY INVESTMEN | 80000000.00 |  | 24873.99Cr |
| 09-12-15 DEP NED |  | 80000000.00 | 80024873.99Cr |
| 09-12-15 EFT TO OAKBAY INVESTMEN | 80000000.00 |  | 24873.99Cr |
| 09-12-15 DEP NED |  | 53375000.00 | 53399873.99Cr |
| 09-12-15 EFT TO OAKBAY INVESTMEN | 53375000.00 |  | 24873.99Cr |
| 21-12-15 CREDIT IN NEDBANK |  | 100000.00 | 124873.99Cr |
| 21-12-15 EFT TO NEDBANK | 99533.40 |  | 25340.59Cr |
| 24-12-15 CREDIT IN NEDBANK |  | 7500000.00 | 7525340.59 Cr |
| 24-12-15 TRANSFER TO ARCTOS | 7500000.00 |  | 25340.59Cr |
| 31-12-15 92020200000235:Int.Pd:0 |  | 85.08 | 25425.67Cr |
| 29-01-16 92020200000235:Int.Pd:0 |  | 86.14 | 25511.81Cr |
| 16-02-16 CREDIT IN NEDBANK |  | 17000000.00 | 17025511.81Cr |
| 16-02-16 TRANSFERRED TO ARCTOS | 17000000.00 |  | 25511.81Cr |
| 24-02-16 DEP NED |  | 7444736.79 | 7470248.60Cr |
| 24-02-16 EFT TO OAKBAY INVESTMEN | 7450000.00 |  | 20248.60Cr |
| 29-02-16 92020200000235:Int.Pd:0 |  | 77.41 | 20326.01Cr |
| 15-03-16 CREDIT IN NEDBANK |  | 900000.00 | 920326.01Cr |
| 16-03-16 CREDIT IN NEDBANK |  | 1000000.00 | 1920326.01Cr |
| 16-03-16 B.G. 29983509 | 897.00 |  | 1919429.01Cr |
| Page Total: | 245445296.84 | 247320739.67 | 1919429.01Cr |

Unless the constituent notifies the bank
immediately of any discrepancy found by him/her in this statement of Account, it will be taken that he/she has found the statement correct.

# "SS9" p 5 

Date: 16-04-2019
BANK OF BARODA, JOHANNESBURG
TYPE: BARODA CURRENT ACCOUNT
A/C NO: 92020200000235 ZAR
PAGE: 5
TO:
M/S. IDWALA COAL (PTY) LIMITED

CUSTOMER ADDRESS:
cust_Acomu_addr1
144 KATHERINE STREET, SANDTON 2196
AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

ACCOUNT ADDRESS:
BLOCK A LOWER GROUND FLOOR GRAYSTON 144 KATHERINE STREET, SANDTON 2196 AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

STATEMENT OF ACCOUNT FOR THE PERIOD OF 01-12-2011 to 16-04-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 18-03-16 CREDIT IN NEDBANK |  | 1000000.00 | 2919429.01Cr |
| 23-03-16 CREDIT IN NEDBANK |  | 1000000.00 | 3919429.01Cr |
| 29-03-16 CREDIT IN NEDBANK |  | 800000.00 | 4719429.01Cr |
| 31-03-16 92020200000235:Int.Pd:0 |  | 6264.02 | 4725693.03Cr |
| 14-04-16 EFT TO OAKBAY INVESTMEN | 4000000.00 |  | 725693.03Cr |
| 22-04-16 EFT | 31360.91 |  | 694332.12Cr |
| 22-04-16 EFT CHARGES | 20.00 |  | 694312.12Cr |
| 29-04-16 92020200000235:Int.Pd:0 |  | 8032.20 | 702344.32Cr |
| 27-05-16 PAYMENT TO EC BOSMAN | 4000.00 |  | 698344.32 Cr |
| 27-05-16 EFT CHARGES | 20.00 |  | 698324.32Cr |
| 31-05-16 92020200000235:Int.Pd:0 |  | 2377.33 | 700701.65 Cr |
| 07-06-16 TRANSFER FROM OAKBAT IN |  | 15000000.00 | 15700701.65Cr |
| 07-06-16 TRANSFER TO ARCTOS TRAD | 15000000.00 |  | 700701.65Cr |
| 07-06-16 OAKBAY INVESTMENTS |  | 700000.00 | 1400701.65Cr |
| 07-06-16 TRANSFER TO ARCTOS TRAD | 700000.00 |  | $700701.65 C r$ |
| 30-06-16 92020200000235:Int.Pd:0 |  | 2297.39 | 702999.04Cr |
| 06-07-16 EFT TO KPMG | 4833.60 |  | 698165.44 Cr |
| 06-07-16 EFT CHGS | 150.00 |  | 698015.44Cr |
| 26-07-16 FROM OAKBAY |  | 200000.00 | 898015.44Cr |
| 26-07-16 TRF TO ARCTOS TRADING | 200000.00 |  | 698015.44Cr |
| 28-07-16 EFT TO ELMR GENERAL CON | 24361.33 |  | 673654.11 Cr |
| 28-07-16 EFT TO PETER NORDIN SUR | 15960.00 |  | 657694.11Cr |
| 28-07-16 EFT CHGS | 170.00 |  | 657524.11Cr |
| 29-07-16 92020200000235:Int.Pd:0 |  | 2349.88 | 659873.99Cr |
| 04-08-16 EFT SYNEDRIO CONSULTING | 5700.00 |  | 654173.99Cr |
| 04-08-16 EFT TO KPMG | 27360.00 |  | 626813.99Cr |
| 04-08-16 EFT CHGS | 300.00 |  | 626513.99Cr |
| 31-08-16 92020200000235:Int.Pd:0 |  | 2133.55 | 628647.54Cr |
| 01-09-16 FROM OAKBAY 02/034 |  | 16200000.00 | 16828647.54Cr |
| Page Total: | 20014235.84 | 34923454.37 | 16828647.54Cr |

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BANK OF BARODA, JOHANNESBURG
"SS9" p 6

TYPE: BARODA CURRENT ACCOUNT
A/C NO: 92020200000235 ZAR
PAGE: 6

TO:
M/S. IDWALA COAL (PTY) LIMITED

CUSTOMER ADDRESS:
cust_Acomu_addr1
144 KATHERINE STREET, SANDTON 2196
AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

ACCOUNT ADDRESS:
BLOCK A LOWER GROUND FLOOR GRAYSTON 144 KATHERINE STREET, SANDTON 2196 AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

STATEMENT OF ACCOUNT FOR THE PERIOD OF 01-12-2011 to 16-04-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 01-09-16 TRF TO ARCTOS 02/224 | 15000000.00 |  | 1828647.54Cr |
| 01-09-16 EFT TO CABANGA CONCEPTS | 1140000.00 |  | 688647.54Cr |
| 01-09-16 EFT CHGS | 150.00 |  | 688497.54Cr |
| 30-09-16 92020200000235:Int.Pd:0 |  | 2257.37 | 690754.91Cr |
| 31-10-16 92020200000235:Int.Pd:0 |  | 2340. 26 | 693095.17Cr |
| 04-11-16 B.G. 29983509 | 897.00 |  | 692198.17Cr |
| 15-11-16 OAKWAY INVESTMENT |  | 1000000.00 | 1692198.17Cr |
| 15-11-16 EFT TI CABANGA CONCEPTS | 1000000.00 |  | 692198.17Cr |
| 15-11-16 EFT CHGS | 150.00 |  | 692048.17Cr |
| 15-11-16 VAT CHGS | 21.00 |  | 692027.17Cr |
| 30-11-16 TRANSFER FROM OAKBAY IN |  | 14000000.00 | 14692027.17Cr |
| 30-11-16 TRANSFER TO ARCTOS TRAD | 14000000.00 |  | 692027.17Cr |
| 30-11-16 92020200000235:Int.Pd:0 |  | 2269.50 | 694296.67Cr |
| 08-12-16 TRANSFER FROM OAKBAY IN |  | 3000000.00 | 3694296.67 Cr |
| 08-12-16 TRANSFER TO CABANGA CON | 3000000.00 |  | 694296.67 Cr |
| 08-12-16 EFT CHGS | 150.00 |  | 694146.67Cr |
| 08-12-16 VAT CHGS | 21.00 |  | 694125.67Cr |
| 20-12-16 EFT TO SIYAPHAMBILI STD | 7478.60 |  | 686647.07 Cr |
| 20-12-16 EFT CHGS | 150.00 |  | 686497.07Cr |
| 20-12-16 VAT CHGS | 21.00 |  | 686476.07Cr |
| 30-12-16 92020200000235:Int.Pd:0 |  | 2341.78 | 688817.85Cr |
| 26-01-17 OAKBAY INV |  | 2000000.00 | 2688817.85 Cr |
| 26-01-17 EFT IDWALA COAL | 2580713.30 |  | 108104.55Cr |
| 26-01-17 EFT CHGS | 150.00 |  | 107954.55Cr |
| 26-01-17 VAT CHGS | 21.00 |  | 107933.55Cr |
| 31-01-17 92020200000235:Int.Pd:0 |  | 1958.14 | 109891.69Cr |
| 14-02-17 EFT IDWALA COAL | 5000.00 |  | 104891.69Cr |
| 14-02-17 EFT CHGS | 150.00 |  | 104741.69Cr |
| 14-02-17 VAT CHGS | 21.00 |  | 104720.69Cr |
| Page Total: | 36735093.90 | 20011167.05 | 104720.69Cr |

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STATEMENT OF ACCOUNT FOR THE PERIOD OF 01-12-2011 to 16-04-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 17-02-17 OAKBAY INVESTMENTS PTY |  | 1000000.00 | 1104720.69Cr |
| 22-02-17 EFT CABANGA CONCEPTS CC | 1005553.69 |  | 99167.00Cr |
| 22-02-17 EFT CHGS | 150.00 |  | 99017.00Cr |
| 22-02-17 VAT CHGS | 21.00 |  | 98996.00 Cr |
| 28-02-17 920202000000235:Int.Pd:0 |  | 872.26 | 99868.26Cr |
| 31-03-17 OAKBAY INVESTMENTS |  | 1500000.00 | 1599868.26Cr |
| 31-03-17 ARCTOS TRADING | 1500000.00 |  | 99868.26Cr |
| 31-03-17 92020200000235:Int.Pd:0 |  | 339.28 | 100207.54Cr |
| 11-04-17 B.G. 29983509 | 897.00 |  | 99310.54 Cr |
| 28-04-17 92020200000235:Int.Pd:0 |  | 327.48 | 99638.02 Cr |
| 31-05-17 92020200000235:Int.Pd:0 |  | 338.50 | 99976.52 Cr |
| 13-06-17 SIZWE NTSALUBA GOBODO | 98724.00 |  | 1252.52 Cr |
| 13-06-17 EFT CHGS | 150.00 |  | 1102.52 Cr |
| 13-06-17 VAT CHGS | 21.00 |  | 1081.52 Cr |
| 29-06-17 TRANSFERRED FROM IDWALA |  | 600000.00 | 601081.52Cr |
| 29-06-17 OAKBAY |  | 3000000.00 | 3601081.52 Cr |
| 29-06-17 TRANSFER TO ARCTOS TO S | 3438397.00 |  | 162684.52Cr |
| 30-06-17 92020200000235:Int.Pd:0 |  | 169.03 | 162853.55Cr |
| 11-07-17 SIZWE NTSALUBA | 98724.00 |  | 64129.55 Cr |
| 11-07-17 EFT CHGS | 150.00 |  | 63979.55 Cr |
| 11-07-17 VAT CHGS | 21.00 |  | 63958.55 Cr |
| 11-07-17 NED BANK |  | 100000.00 | 163958.55Cr |
| 19-07-17 OAKBAY |  | 2000000.00 | 2163958.55Cr |
| 19-07-17 CABANGA | 1907680.05 |  | 256278.50Cr |
| 19-07-17 EFT CHGS | 150.00 |  | 256128.50Cr |
| 19-07-17 VAT CHGS | 21.00 |  | 256107.50Cr |
| 26-07-17 SYNEDRIO CONSULTING | 7923.00 |  | 248184.50 Cr |
| 26-07-17 EFT CHGS | 150.00 |  | 248034.50 Cr |
| 26-07-17 VAT CHGS | 21.00 |  | 248013.50Cr |
| Page Total: | 8058753.74 | 8202046.55 | 248013.50Cr |

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# "SS9" p 8 

Date: 16-04-2019
BANK OF BARODA, JOHANNESBURG
TYPE: BARODA CURRENT ACCOUNT A/C NO: 92020200000235 ZAR

PAGE: 8
TO:
M/S. IDWALA COAL (PTY) LIMITED

CUSTOMER ADDRESS:
cust_Acomu_addr1
144 KATHERINE STREET, SANDTON 2196
AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

ACCOUNT ADDRESS:
BLOCK A LOWER GROUND FLOOR GRAYSTON 144 KATHERINE STREET, SANDTON 2196 AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

STATEMENT OF ACCOUNT FOR THE PERIOD OF 01-12-2011 to 16-04-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 31-07-17 92020200000235:Int.Pd:0 |  | 681.75 | 248695.25Cr |
| 31-08-17 92020200000235:Int.Pd:0 |  | 844.89 | 249540.14Cr |
| 19-09-17 EL ELYON | 28168.17 |  | 221371.97Cr |
| 19-09-17 EFT CHGS | 300.00 |  | 221071.97Cr |
| 19-09-17 VAT CHGS | 42.00 |  | 221029.97Cr |
| 19-09-17 GRANT THORTON | 11400.00 |  | 209629.97Cr |
| 22-09-17 BR RNEWAL CHARGES -2998 | 1308.00 |  | 208321.97Cr |
| 29-09-17 92020200000235:Int.Pd:0 |  | 766.63 | 209088.60Cr |
| 31-10-17 92020200000235:Int.Pd:0 |  | 710.58 | 209799.18Cr |
| 10-11-17 IDWALA | 28468.42 |  | 181330.76Cr |
| 10-11-17 COMMI | 150.00 |  | 181180.76Cr |
| 10-11-17 VAT | 21.00 |  | 181159.76Cr |
| 15-11-17 COMMISSION AGAINST STAT | 150.00 |  | 181009.76Cr |
| 30-11-17 92020200000235:Int.Pd:0 |  | 623.58 | 181633.34Cr |
| 29-12-17 92020200000235:Int.Pd:0 |  | 617.05 | 182250.39Cr |
| 30-01-18 CABANGA CONCEPTS CC | 39713.04 |  | 142537.35Cr |
| 30-01-18 COMM | 150.00 |  | 142387.35Cr |
| 30-01-18 VAT | 21.00 |  | 142366.35 Cr |
| 31-01-18 92020200000235:Int.Pd:0 |  | 610.41 | 142976.76Cr |
| 09-02-18 IMVULA QUALITY PROTECTI | 49865.42 |  | 93111.34 Cr |
| 09-02-18 СОММ | 150.00 |  | 92961.34Cr |
| 09-02-18 VAT | 21.00 |  | 92940.34Cr |
| 20-02-18 IMVULA QUALITY PROTECTI | 49865.42 |  | 43074.92 Cr |
| 20-02-18 COMM | 150.00 |  | 42924.92Cr |
| 20-02-18 VAT | 21.00 |  | 42903.92Cr |
| 28-02-18 92020200000235:Int.Pd:0 |  | 147.69 | 43051.61Cr |
| 16-03-18 CREDIT IN NED BANK |  | 400568.50 | 443620.11Cr |
| 16-03-18 CHEQUES DEPOSIT CHARGES | 50.00 |  | 443570.11Cr |
| 19-03-18 BG CHARGES | 1308.00 |  | 442262.11Cr |
| Page Total: | 211322.47 | 405571.08 | 442262.11Cr |

Unless the constituent notifies the bank immediately of any discrepancy found by him/her in this statement of Account, it will be taken that he/she has found the statement correct.

Date: 16-04-2019
BANK OF BARODA, JOHANNESBURG
TYPE: BARODA CURRENT ACCOUNT
A/C NO: 92020200000235 ZAR
PAGE: 9
TO:
M/S. IDWALA COAL (PTY) LIMITED

CUSTOMER ADDRESS:
cust_Acomu_addr1
144 KATHERINE STREET, SANDTON 2196
AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

ACCOUNT ADDRESS:
BLOCK A LOWER GROUND FLOOR GRAYSTON 144 KATHERINE STREET, SANDTON 2196 AFRICA, SOUTH AFRICA GAUTENG SOUTH AFRICA

STATEMENT OF ACCOUNT FOR THE PERIOD OF 01-12-2011 to 16-04-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 22-03-18 CABANGA CONCEPTS CC | 73944.39 |  | 368317.72 Cr |
| 22-03-18 COMMI | 150.00 |  | 368167.72 Cr |
| 22-03-18 VAT | 21.00 |  | 368146.72 Cr |
| 22-03-18 IMVULA QUALITY PROTECTI | 49856.42 |  | 318290.30Cr |
| 22-03-18 COMMI | 150.00 |  | 318140.30Cr |
| 22-03-18 VAT | 21.00 |  | 318119.30 Cr |
| 22-03-18 RELIANT INSURANXCE BROK | 429.38 |  | 317689.92 Cr |
| 22-03-18 COMMI | 150.00 |  | 317539.92 Cr |
| 22-03-18 VAT | 21.00 |  | 317518.92 Cr |
| 29-03-18 92020200000235:Int.Pd:0 |  | 354.98 | 317873.90Cr |
| 05-04-18 LA AFRICA |  | 5000000.00 | 5317873.90Cr |
| 24-04-18 K2017337323SA PTY LTD | 5317701.40 |  | 172.50 Cr |
| 24-04-18 COMMI | 150.00 |  | 22.50 Cr |
| 24-04-18 VAT | 22.50 |  | 0.00 |
| 30-04-18 92020200000235:Int.Pd:0 |  | 5606.09 | 5606.09Cr |
| 31-05-18 92020200000235:Int.Pd:0 |  | 9.52 | 5615.61Cr |
| 18-06-18 CLOSURE PROCEEDS | 5615.61 |  | 0.00 |
| Page Total: | 5448232.70 | 5005970.59 | 0.00 |
| GRAND TOTAL: | 842369070.36 | 842369070.36 | 0.00 |

Your Account has been Closed on18-06-2018
Unless the constituent notifies the bank immediately of any discrepancy found by him/her in this statement of Account, it will be taken that he/she has found the statement correct. Date Stamp Manager

## SS10" p 1

| CFA - Name of bank | BS - Account Holder Name | Cleaned Account Holder Name | BS - Account number | CFA - Unique Trans No | BS - Trans Date | BS - Description |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ABSA | Oakbay Investments (Pty) Ltd | Oakbay Investments | 4072149587 | 11666565.000 | 2011-12-05 | CASH FOCUS - DEBIT |
| ABSA | Oakbay Investments (Pty) Ltd | Oakbay Investments | 4072149587 | 11666591.000 | 2011-12-13 | CASH FOCUS - DEBIT |
| ABSA | Oakbay Investments (Pty) Ltd | Oakbay Investments | 4072149587 | 11666599.000 | 2011-12-15 | CASH FOCUS - DEBIT |
| ABSA | Oakbay Investments (Pty) Ltd | Oakbay Investments | 4072149587 | 11666605.000 | 2011-12-19 | CASH FOCUS - DEBIT |
| ABSA | Oakbay Investments (Pty) Ltd | Oakbay Investments | 4072149587 | 11666621.000 | 2011-12-21 | CASH FOCUS - DEBIT |

"SS10" p 2

| BS - Description 2 | BS - Description 3 | Payment | Deposit | BS - Amount | CFA - <br> Counter account prov by bank | CFA - Counter <br> Acc <br> Name - <br> prov by <br> bank | CFA - <br> Flow direction | Category o | CFA - Counter account through analysis | CFA - <br> Counter name through analysis |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | -4,000,000.00 |  | -4,000,000.00 | 0 |  | Outflow |  |  |  |
|  |  | -1,000,000.00 |  | -1,000,000.00 | $2.21 \mathrm{E}+08$ |  | Outflow | Payment - | 221045058 | rctos Trading |
|  |  | -4,000,000.00 |  | -4,000,000.00 | 0 |  | Outflow |  |  |  |
|  |  | -40,000,000.00 |  | -40,000,000.00 | 0 |  | Outflow |  |  |  |
|  |  | -31,000,000.00 | - | -31,000,000.00 | 0 |  | Outflow | Payment A | ount: > R100k |  |


-


## SS11" p 1 <br> $\stackrel{\oplus}{0}$


"SS11" p 2

| BS - Description | BS - Description 2 | BS - Description 3 | Payment | Deposit | 3S-Amoun | CFA - <br> Counter account prov by bank | CFA - Counter <br> Acc <br> Name - <br> prov by <br> bank | CFA - <br> Flow direction | Category o | CFA Counter account through analysis | CFA - <br> Counter name through analysis |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | \#\#\#\#\#\#\#\# | \#\#\#\#\#\#\#\# | 0 |  | Inflow |  |  |  |
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|  |  | 4 |
| $V$ | South African Reserve Bank <br> Financial Surveiliance Department |  |
| Mr K Naidoo Deputy Governor | 187940 | 2016-03-10 |

Proposed forfeiture of money to the State in terms of the provisions of Regulation 22B of the Exchange Control Regulations: Sunnyside Import and Export Close Corporation (Registration number: 2008/173823/23)

## 1 Purpose

1.1 The purpose of this submission is to request the Deputy Governor to:
1.1.1 consider whether the money, as described hereunder, should be declared forfeit to the State; and
1.1.2

None.

## Discussion

3.1 During August 2014, this Department identified suspicious foreign exchange transactions by Sunnyside Import and Export Close Corporation ("SIE") effected through the Standard Bank of South Africa Limited ("Standard Bank"), mainly in respect of merchanting and import related payments, to the value of at least R2.5 billion during or about the period February 2013 to August 2014. A copy of the cross-border transactions by SIE as retrieved from the FinSurv reporting system is attached hereto as Annexure " A ".


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3.2 From the cross-border transactions, it was established that SIE transferred funds to the value of at least R1.5 billion abroad to various non-resident beneficiaries as merchanting trade, during the aforementioned period. In terms of Section B.12(A) of the Exchange Control Rulings, a copy of which is attached hereto as Annexure " B ", funds must be received from the foreign importer within 60 days from trade with countries on the African continent and within 14 days of trade with any other country. The payment from the foreign importer should include the South African merchant's profit and must be received in foreign currency or Rand from a non-resident account.
3.4 Based on the above, a duly authorised officer from this Department has therefore issued an order in terms of the provisions of the Exchange Control Regulations 22A and/or 22C to Standard Bank on 6 August 2014, a copy of which is attached hereto as Annexure " $C$ ", whereby no person may withdraw, or cause the withdrawal or appropriate in any manner funds standing to the credit in account number 220038732, in the name of SIE. The amount standing to the credit of the account at the time of the blocking was R34 265 590,22.

This Department's investigation into the alleged contraventions of the provisions of the Exchange Control Regulations revealed and confirmed the following:
3.5.1 In respect of various import related payments by SIE, the value of goods cleared was substantially less than the amount paid to the non-resident beneficiaries. Printouts of two selected transactions from this Department's records are attached hereto as Annexure "D" and "E", which confirm import advance payments by SIE to Sanny Trading Limited and Xi Hu Trading Limited totalling R38 489 911,60 and goods cleared to the value of only R81 615.
3.5.2 The SARS Customs Declaration Forms and SARS EDI Response Notifications that SIE presented to Standard Bank, in respect of the two
3.6 Shortly after the funds referred to in paragraph 3.4 above, were blocked, SIE appointed Mr S Tayob from ST Attorneys as its attorney of record. A letter to the Department confirming the appointment dated 13 August 2014 is attached hereto as Annexure "L". On 2 September 2014, this Department received a notice from ST Attorneys confirming their withdrawal as attorneys of record in the matter. A copy of the letter is attached hereto as Annexure " $M$ ".
3.7 On 14 November 2014, Ms Nicqui Galaktiou from Brian Kahn Inc was placed on record and requested a meeting with officials from this Department. A copy of the mandate to Ms Galaktiou to represent SIE and to Mr Gavin Millar to represent Mr Ismail Muhammad, the sole member of SIE, is attached hereto as Annexure " N ".
3.8 This Department scheduled a meeting with Ms Galaktiou and Mr Millar on 26 November 2014. Certain information and documentation were requested during the meeting. An e-mail message confirming the required information and documentation was sent to Ms Galaktiou on 27 November 2014, a copy of which is attached hereto as Annexure " O ". The request has not been complied with and Ms Galaktiou withdrew as attorney of record on 9 December 2015 for SIE, but confirmed that she would still represent Mr Millar, as reflected in the e-mail message from Ms Galaktiou marked as Annexure " $P$ ".
3.9 A further meeting was held with Ms Galaktiou and Adv Bezuidenhout on 29 January 2015. Ms Galaktiou and Adv Bezuidenhout, however, both withdrew on 25 February 2015. A copy of the e-mail message from Ms Galaktiou is attached hereto as Annexure " $Q$ ".
3.10 This Department is in receipt of an affidavit by Mr Daniel Johannes Potgieter, an ex-employee of Foremost Finance (Pty) Ltd, who acted as an intermediary between SIE and Standard Bank, dated 7 December 2015. Mr Potgieter declared in the affidavit certain information regarding the blocked funds of SIE. He stated, inter alia, that Mr Millar's role and involvement was to make a misrepresentation to the South African Reserve Bank to claim the blocked funds and request to

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transactions referred to in paragraph 3.5.1 above, were also confirmed to be false.
3.5.3 This was established when documentation issued by Thuthuka Sizwe Close Corporation, the clearing agent of SIE, was compared to those presented to Standard Bank by SIE. Copies of the actual SARS EDI Response Notifications, SARS Customs Declaration Forms and invoices that were issued by Thuthuka Sizwe Close Corporation are attached hereto as Annexure " $F$ " and " $G$ ". The documentation presented by SIE in respect of the same MRNs to Standard Bank is attached hereto as Annexure " $H$ " and "I". Significant differences between the different sets of documents include, amongst others, the name of the foreign exporter and the value of goods actually cleared.
3.5.4 Several of the non-resident entities to whom SIE made import related payments i.e. Sanny Trading Limited, Xi Hu Trading Limited, Earth Power Trading Limited, Mar Euro International Trading Limited and Armazens International Trading Limited were incorporated in Hong Kong on 4 January 2012 and were dissolved on 19 June 2015. This creates the impression that the foreign entities may have been related and used as an avenue to exit funds from the country. The information was obtained from www.webb-site.com. Copies of printouts made confirming the details are attached hereto as Annexure " $J$ ". Sanny Trading Limited and Earth Power Trading Limited are also linked to other investigations by this Department involving illicit trade in tobacco products.
3.5.5 Some of invoices that were presented to Standard Bank in applications for the transfer of foreign currency have striking similarities. As example, find attached hereto invoices made out by Xi Hu Trading Limited, Ningbo Fengli Imports an Export Trading Co Ltd, Taoyuan Textiles and Henan Haixin Blanket Textiles Co Ltd marked as Annexure " K ". It is therefore probable that the invoices may have been fabricated.
3.5.6 Despite attempts by this Department to obtain information from SIE, and the opportunity to make representations as referred to in paragraphs 3.8 , 3.10 and 3.11 , no response has been forthcoming.

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have it released to him. A copy of the affidavit is attached hereto as Annexure " $R$ ".
3.11 On 13 July 2015 this Department sent a request for information to Mr Ismail Muhammad, the sole member of SIE, via registered mail to the two addresses that appeared on their letterheads over the period. A copy of the letter was also sent by e-mail on the same date. Copies of the letters and e-mail to Mr Ismail are attached hereto as Annexure " S ". Both the registered letters were returned to this Department as unclaimed, copies of which are attached hereto as Annexure " $T$ ".
3.12 On 8 February 2016, a registered letter was addressed to SIE, copies of which are attached hereto as Annexure " U ", wherein it was requested, in terms of the audi alteram partem principle, to make representations as to why the amount standing to the credit of SIE, as referred to in paragraph 3.4 above, should not be declared forfeit to the State. A copy of the signed letter was also forwarded to SIE by e-mail on 9 February 2016. It is submitted that a legitimate business would have at least made an attempt to engage with the Department and that an adverse inference should be drawn from their failure to do so.
3.13 In this Department's view, the evidence in this matter establishes reasonable grounds to suspect that SIE contravened the following provisions of the Exchange Control Regulations:
3.13.1 Contraventions or suspected contraventions of Regulation 3(1) in that foreign currency transfers were made from the Republic, without permission granted by the Treasury or not in accordance with the conditions that the Treasury may have imposed;
3.13.2 contraventions or suspected contraventions of Regulation 10(1)(c) of the Exchange Control Regulations in that SIE entered into transactions whereby capital or a right to capital was directly or indirectly exported from the Republic, without permission granted by the Treasury or not in accordance with the conditions that the Treasury may have imposed; and
3.13.3 contraventions or suspected contraventions of Regulation 19 read with Regulation 22 in that the terms of a notice, order, permission, exemption
or condition made, conferred or imposed under the Exchange Control Regulations was not complied with, false and/or incorrect statements were made in any declaration or return rendered for the purposes of the Exchange Control Regulations and/or information was refused or neglected to be furnished which were required to be furnished thereunder.
3.14 In terms of the provisions of Exchange Control Regulation 22B, when considering whether forfeiture would be appropriate, the Deputy Governor should be satisfied that reasonable grounds exist to suspect that a contravention of the Regulations had occurred. The onus of proof as to whether such grounds do exist, is discharged on a preponderance of probabilities.
3.15 In this Department's view, the evidence in this matter establishes reasonable grounds to believe that SIE had, in fact, contravened the provisions of the Exchange Control Regulations as set out hereinbefore.
3.16 Pursuant to the above, it is submitted that a due process was followed and that sufficient and valid reasons exist to declare the relevant funds forfeit to the State in terms of Regulation 22B of the Exchange Control Regulations.

## 4 Organisational and personnel implications

4.1 None.

## Financial implications

5.1 The fee levied by the Government Printer will be approximately R2 300,00.
6.1 None.

## 7 Communication implications

7.1 None.

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## 8 Recommendation

8.1 It is recommended that the Deputy Governor:
8.1.1 Considers the forfeiture of the money described hereinbefore; and
8.1.2 signs the attached Notice and Order of Forfeiture.
SE Mazibuko

Date
Head of Department: Financial Surveillance
Recommendation no. 8.1.1 approved/not approved
$\qquad$


Proposed forfeiture of money to the State in terms of the provisions of Regulation 22B of the Exchange Control Regulations: Sunnyside Import and Export Close Corporation (Registration number: 2008/173823/23)

[Annexure "A" to "U"]

Notice $\qquad$ of 2016

## Notice and Order of Forfeiture

Notice of Forfeiture to the State of money in terms of the provisions of Regulation 22B of the Regulations ("the Exchange Control Regulations") made under Section 9 of the Currency and Exchanges Act, 1933 (Act No. 9 of 1933), as amended, as promulgated by Government Notice No. R. 1111 of 1961-12-01 in respect of the money of:

Sunnyside Import and Export Close Corporation (the "Respondent")
(Registration number 2008/173823/23)
of:

Suite 303, $3^{\text {rd }}$ floor
53 Crownwood Corner
Cnr Crownwood \& Amethyst Streets
Ormonde
Johannesburg
2091

## And/or

- 36 Parkview Street North Highway Business Park Centurion 0046


## Be pleased to take notice that:

1. The Minister of Finance has, by virtue of the provisions of Regulation 22E of the Exchange Control Regulations delegated all the functions and/or powers conferred upon the Treasury by the provisions of the Exchange Control Regulations [with the exception of the functions and/or powers conferred upon the Treasury by Regulations 3(5) and (8), 20 and 22, but which exception does not include the functions and/or powers under Exchange Control Regulations 22A, 22B, 22C and 22D], and assigned the duties imposed thereunder on the Treasury, to, inter alia, the Governor or the Deputy Governor of the South African Reserve Bank.
2. By virtue of the functions, powers and/or duties vested in me, in my capacity as the Deputy Governor of the South African Reserve Bank, in terms of the delegation and assignment of the functions, powers and/or duties referred to in 1 above, I hereby give notice of a decision to forfeit to the State the following money and I hereby declare and order forfeit to the State the following money, namely:
2.1 the amount of R34 265590,22 being capital standing to the credit of the Respondent, in account number 220038732, held with the Standard Bank of South Africa Limited, together with any interest thereon and/or other accrual thereto.
3. The date upon which the money specified in 2 above is hereby forfeited to the State is the date upon which this Notice of Forfeiture is published in this Gazette.
4. The money specified in 2 above shall be disposed of by deposit thereof to the National Revenue Fund.
5. This Notice also constitutes a written order, as contemplated in Regulation 22B of the Exchange Control Regulations, in terms of which the money specified in 2 above is hereby forfeited to the State.
6. Signed at

## K Naidoo

Deputy Governor
South African Reserve Bank

| DATE | NON-RESIDENT SURNAME | RAND AMOUN | CURRENC | FOREIGN AMOUN |
| :---: | :---: | :---: | :---: | :---: |
| 2014/08/05 | SHANGHAI HUANGPU CEREALS OILS AND | 2,453,493.75 | USD | 230,375.00 |
| 2014/08/05 | CHANGSHU ZHONGYU WEAVING CO LTD | 2,129,574.00 | USD | 199,960.00 |
| 2014/08/05 | NINGBO FENGLI IMPORT AND EXPORT | 2,129,574.00 | USD | 199,960.00 |
| 2014/08/05 | JIAERTE NANTONG TEXTILE CO LTD | 3,194,574.00 | USD | 299,960.00 |
| 2014/08/05 | TAOYUAN TEXTILES CO LIMITED NRA | 4,049,609.25 | USD | 380,245.00 |
| 2014/08/05 | TAOYUAN TEXTILES CO LIMITED NRA | 4,148,175.00 | USD | 389,500.00 |
| 2014/08/05 | SANNY TRADING LIMITED | 3,261,996.06 | USD | 311,905.00 |
| 2014/08/05 | EARTH POWER TRADING LIMITED | 3,567,750.00 | USD | 335,000.00 |
| 2014/08/05 | XI HU TRADING LIMITED | 3,674,250.00 | USD | 345,000.00 |
| 2014/08/05 | SANNY TRADING LIMITED | 3,887,250.00 | USD | 365,000.00 |
| 2014/08/05 | SANNY TRADING LIMITED | 3,780,750.00 | USD | 355,000.00 |
| 2014/08/05 | EARTH POWER TRADING LIMITED | 2,130,000.00 | USD | 200,000.00 |
| 2014/08/04 | TAOYUAN TEXTILES CO LIMITED NRA | 3,411,200.00 | USD | 320,000.00 |
| 2014/08/04 | HENAN HAIXIN BLANKET TEXTILES CO | 2,664,573.60 | USD | 249,960.00 |
| 2014/08/04 | TAOYUAN TEXTILES CO LIMITED NRA | 2,325,159.20 | USD | 218,120.00 |
| 2014/08/04 | SIMBI ASHAN PHIRI | 3,731,000.00 | USD | 350,000.00 |
| 2014/08/04 | QINGHANG TRADING CO LIMITED | 3,197,573.60 | USD | 299,960.00 |
| 2014/08/04 | NANTONG TENGFAN HOME TEXTILE CO LTD | 3,325,493.60 | USD | 311,960.00 |
| 2014/08/04 | XI HU TRADING LIMITED | 3,922,880.00 | USD | 368,000.00 |
| 2014/08/04 | EARTH POWER TRADING LIMITED | 4,210,700.00 | USD | 395,000.00 |
| 2014/08/04 | EARTH POWER TRADING LIMITED | 4,232,020.00 | USD | 397,000.00 |
| 2014/08/04 | SANNY TRADING LIMITED | 2,132,000.00 | USD | 200,000.00 |
| 2014/08/04 | XI HU TRADING LIMITED | 4,157,400.00 | USD | 390,000.00 |
| 2014/08/01 | YIWU KAREN INDUSTRY CO LIMITED | 166,969.53 | USD | 15,561.00 |
| 2014/08/01 | EARTH POWER TRADING LIMITED | 4,275,905.00 | USD | 398,500.00 |
| 2014/08/01 | TAOYUAN TEXTILES CO LIMITED NRA | 3,192,175.00 | USD | 297,500.00 |
| 2014/08/01 | TAOYUAN TEXTILES CO LIMITED NRA | 3,261,920.00 | USD | 304,000.00 |
| 2014/08/01 | XI HU TRADING LIMITED | 1,790,439.99 | USD | 166,863.00 |
| 2014/08/01 | SANNY TRADING LIMITED | 3,272,650.00 | USD | 305,000.00 |
| 2014/08/01 | SANNY TRADING LIMITED | 2,501,560.01 | USD | 233,137.00 |


| $2014 / 08 / 01$ | SANNY TRADING LIMITED | $3,165,350.00$ | USD | $295,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 07 / 31$ | CELERTUS CO LTD | $2,120,000.00$ | USD | $200,000.00$ |
| $2014 / 07 / 31$ | HENAN HAIXIN BLANKET TEXTILES CO | $2,644,682.60$ | USD | $249,970.00$ |
| $2014 / 07 / 31$ | HAIMEN JIEBO HOME TEXTILE CO LTD | $2,670,397.67$ | USD | $249,960.00$ |
| $2014 / 07 / 31$ | TAOYUAN TEXTILES CO LIMITED NRA | $3,72,874.34$ | USD | $351,973.00$ |
| $2014 / 07 / 31$ | GUANGZHOU LANGTING ELECTRONICS CO | $1,06,000.00$ | USD | $100,000.00$ |
| $2014 / 07 / 31$ | HONGKONG HIGH REACHING TRADING | $3,702,580.93$ | USD | $349,960.00$ |
| $2014 / 07 / 31$ | TAOYUAN TEXTILES CO LIMITED NRA | $3,755,900.00$ | USD | $355,000.00$ |
| $2014 / 07 / 31$ | EARTH POWER TRADING LIMITED | $3,703,000.00$ | USD | $350,000.00$ |
| $2014 / 07 / 31$ | XI HU TRADING LIMITED | $3,861,700.00$ | USD | $365,000.00$ |
| $2014 / 07 / 31$ | XI HU TRADING LIMITED | $4,212,289.46$ | USD | $398,137.00$ |
| $2014 / 07 / 31$ | EARTH POWER TRADING LIMITED | $3,491,400.00$ | USD | $330,000.00$ |
| $2014 / 07 / 30$ | NANTONG FIELD MEDICAL AND | $2,115,576.80$ | USD | $199,960.00$ |
| $2014 / 07 / 30$ | AAN IMPEX GENERAL TRADING LLC | $2,645,000.00$ | USD | $250,000.00$ |
| $2014 / 07 / 30$ | TAOYUAN TEXTILES CO LIMITED NRA | $4,221,420.00$ | USD | $399,000.00$ |
| $2014 / 07 / 30$ | JIAERTE NANTONG TEXTILE CO LTD | $2,644,576.80$ | USD | $249,960.00$ |
| $2014 / 07 / 30$ | SHAOXING YALISIPRINTED TEXTILES CO | $2,644,576.80$ | USD | $249,960.00$ |
| $2014 / 07 / 30$ | TAOYUAN TEXTILES CO LIMITED NRA | $4,210,840.00$ | USD | $398,000.00$ |
| $2014 / 07 / 30$ | SANNY TRADING LIMITED | $3,989,929.60$ | USD | $377,120.00$ |
| $2014 / 07 / 30$ | EARTH POWER TRADING LIMITED | $3,808,800.00$ | USD | $360,000.00$ |
| $2014 / 07 / 30$ | XI HU TRADING LIMITED | $4,147,360.00$ | USD | $392,000.00$ |
| $2014 / 07 / 30$ | EARTH POWER TRADING LIMITED | $3,956,920.00$ | USD | $374,000.00$ |
| $2014 / 07 / 29$ | SHAOXING SHENHUA TEXTILE CO LTD | $1,597,099.60$ | USD | $151,960.00$ |
| $2014 / 07 / 29$ | TAOYUAN TEXTILES CO LIMITED NRA | $4,151,450.00$ | USD | $395,000.00$ |
| $2014 / 07 / 29$ | GUANGZHOU SHUNJIA FUR CO LTD | $2,101,579.60$ | USD | $199,960.00$ |
| $2014 / 07 / 29$ | JIAERTE NANTONG TEXTILE CO LTD | $2,627,184.70$ | USD | $249,970.00$ |
| $2014 / 07 / 29$ | SHANGHAI HUANGPU CEREALS OILS AND | $2,392,569.97$ | USD | $227,647.00$ |
| $2014 / 07 / 29$ | TAOYUAN TEXTILES CO LIMITED NRA | $4,172,470.00$ | USD | $397,000.00$ |
| $2014 / 07 / 29$ | SANNY TRADING LIMITED | $4,198,690.85$ | USD | $397,743.00$ |
| $2014 / 07 / 29$ | XI HU TRADING LIMITED | $4,130,430.00$ | USD | $393,000.00$ |
| $2014 / 07 / 29$ | XI HU TRADING LIMITED | $4,119,920.00$ | USD | $392,000.00$ |
| $2014 / 07 / 29$ | SANNY TRADING LIMITED | $4,180,800.28$ | USD | $395,720.00$ |


| $2014 / 07 / 28$ | SIMBI ASHAN PHIRI | $3,248,800.00$ | USD | $310,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 07 / 28$ | LIANYUNGANG FEIYAN BLANKETS CO LTD | $1,571,580.80$ | USD | $149,960.00$ |
| $2014 / 07 / 28$ | AAN IMPEX GENERAL TRADING LLC | $524,000.00$ | USD | $50,000.00$ |
| $2014 / 07 / 28$ | HANGZHOU YANG LIANG TRADING CO LTD | $1,571,685.60$ | USD | $149,970.00$ |
| $2014 / 07 / 28$ | NANTONG RUYANG TEXTILE CO LTD | $3,14,476.00$ | USD | $299,950.00$ |
| $2014 / 07 / 28$ | HAIMEN SHENGYUAN BEDDING ARTICLES | $1,361,980.80$ | USD | $129,960.00$ |
| $2014 / 07 / 28$ | JIANGXI YAXING TEXTILE INDUSTRY CO | $524,000.00$ | USD | $50,000.00$ |
| $2014 / 07 / 28$ | NANTONG BROAD TEXTILE CO LTD | $2,095,580.80$ | USD | 199960.00 |
| $2014 / 07 / 28$ | SHAOXING SHENHUA TEXTILE CO LTD | $1,676,380.80$ | USD | $159,960.00$ |
| $2014 / 07 / 28$ | JR HOME FASHIONS INC | $2,095,580.80$ | USD | $19,960.00$ |
| $2014 / 07 / 28$ | SANNY TRADING LIMITED | $2,210,042.80$ | USD | $210,280.00$ |
| $2014 / 07 / 28$ | EARTH POWER TRADING LIMITED | $4,171,040.00$ | USD | $398,000.00$ |
| $2014 / 07 / 28$ | XI HU TRADING LIMITED | $4,160,560.00$ | USD | $397,000.00$ |
| $2014 / 07 / 28$ | XI HU TRADING LIMITED | $4,155,771.60$ | USD | $396,000.00$ |
| $2014 / 07 / 28$ | EARTH POWER TRADING LIMITED | $4,181,520.00$ | USD | $399,000.00$ |
| $2014 / 07 / 25$ | FREEDOM TRADING | $1,049,000.00$ | USD | $100,000.00$ |
| $2014 / 07 / 25$ | VOGEN INDUSTRY SHANGHAI CO LTD | $3,615,175.84$ | USD | $149,960.00$ |
| $2014 / 07 / 25$ | TAOYUAN TEXTILES CO LIMITED NRA | $3,181,200.00$ | USD | $341,000.00$ |
| $2014 / 07 / 25$ | AAN IMPEX GENERAL TRADING LLC | $300,000.00$ |  |  |
| $2014 / 07 / 25$ | TAOYUAN TEXTILES CO LIMITED NRA | $3,397,765.49$ | USD | $320,423.00$ |
| $2014 / 07 / 25$ | XI HU TRADING LIMITED | $2,202,900.00$ | USD | $210,000.00$ |
| $2014 / 07 / 25$ | XI HU TRADING LIMITED | $2,971,452.88$ | USD | $280,220.00$ |
| $2014 / 07 / 25$ | SANNY TRADING LIMITED | $3,987,104.00$ | USD | $376,000.00$ |
| $2014 / 07 / 25$ | EARTH POWER TRADING LIMITED | $3,870,460.00$ | USD | $365,000.00$ |
| $2014 / 07 / 25$ | EARTH POWER TRADING LIMITED | $3,965,896.00$ | USD | $374,000.00$ |
| $2014 / 07 / 25$ | SANNY TRADING LIMITED | $4,082,540.00$ | USD | $385,000.00$ |
| $2014 / 07 / 24$ | LINYI XINGUANG BLANKET CO LTD | $4,248,268.90$ | USD | $399,950.00$ |
| $2014 / 07 / 24$ | NINGBO FENGLI IMPORT AND EXPORT | $2,655,075.12$ | USD | $249,960.00$ |
| $2014 / 07 / 24$ | CELERTUS CO LTD | $2,124,400.00$ | USD | $200,000.00$ |
| $2014 / 07 / 24$ | MACLAREN DISTRIBUTION LTD | $129,588.40$ | USD | $12,200.00$ |
| $2014 / 07 / 24$ | HANGZHOU YANG LIANG TRADING CO LTD | $1,592,875.12$ | USD | $149,960.00$ |
| $2014 / 07 / 24$ | NANTONG JIN LING YANG TEXTILE CO | $3,313,639.12$ | USD | $311,960.00$ |


| $2014 / 07 / 24$ | SHAOXING YALISI PRINTED TEXTILES CO | $2,654,968.90$ | USD | $249,950.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 07 / 24$ | EARTH POWER TRADING LIMITED | $2,655,167.44$ | USD | $250,000.00$ |
| $2014 / 07 / 24$ | XI HU TRADING LIMITED | $2,382,683.55$ | USD | $225,000.00$ |
| $2014 / 07 / 24$ | EARTH POWER TRADING LIMITED | $3,146,893.20$ | USD | $297,000.00$ |
| $2014 / 07 / 24$ | XI HU TRADING LIMITED | $3,176,400.00$ | USD | $300,000.00$ |
| $2014 / 07 / 24$ | XI HU TRADING LIMITED | $3,123,479.78$ | USD | $295,000.00$ |
| $2014 / 07 / 24$ | SANNY TRADING LIMITED | $2,975,922.00$ | USD | $281,000.00$ |
| $2014 / 07 / 23$ | SHAOXING YALISI PRINTED TEXTILES CO | $3,654,681.40$ | USD | $249,970.00$ |
| $2014 / 07 / 23$ | SHANDONG QIANKUN PVC ROLL COVERING | $3,185,687.66$ | USD | $35,093.00$ |
| $2014 / 07 / 23$ | NANTONG XINMAOTAI HOUSEHOLD | $3,185,469.00$ | USD | $299,950.00$ |
| $2014 / 07 / 23$ | CHANGLE CITY JINHE WOOL CO LTD | $2,123,575.20$ | USD | $299,950.00$ |
| $2014 / 07 / 23$ | ZHEJIANG SHENGYU CLOTH CO LTD | $2,124,000.00$ | USD | $199,960.00$ |
| $2014 / 07 / 23$ | AAN IMPEX GENERAL TRADING LLC | $3,610,800.00$ | USD | $200,000.00$ |
| $2014 / 07 / 23$ | SANNY TRADING LIMITED | $3,717,000.00$ | USD | $340,000.00$ |
| $2014 / 07 / 23$ | SANNY TRADING LIMITED | $4,055,087.70$ | USD | $350,000.00$ |
| $2014 / 07 / 23$ | XI HU TRADING LIMITED | $3,929,400.02$ | USD | $381,835.00$ |
| $2014 / 07 / 23$ | XI HU TRADING LIMITED | $3,780,720.00$ | USD | $350,000.00$ |
| $2014 / 07 / 23$ | EARTH POWER TRADING LIMITED | $4,099,320.00$ | USD | $386,000.00$ |
| $2014 / 07 / 23$ | EARTH POWER TRADING LIMITED | $2,889,151.65$ | USD | $271,945.00$ |
| $2014 / 07 / 22$ | SHANGHAI HUANGPU CEREALS OILS AND | $4,050,600.00$ | USD | $380,000.00$ |
| $2014 / 07 / 22$ | TAOYUAN TEXTILES CO LIMITED NRA | $1,493,373.20$ | USD | $139,960.00$ |
| $2014 / 07 / 22$ | HANGZHOU ZHUODA IMPORT AND EXPORT | $4,161,300.00$ | USD | $390,000.00$ |
| $2014 / 07 / 22$ | TAOYUAN TEXTILES CO LIMITED NRA | $2,654,575.20$ | USD | $249,960.00$ |
| $2014 / 07 / 22$ | SHAOXING YALISI PRINTED TEXTILES CO | $3,200,573.20$ | USD | $299,960.00$ |
| $2014 / 07 / 22$ | CHANGSHU YONGLI IMP AND EXP CO LTD | $4,216,410.55$ | USD | $395,165.00$ |
| $2014 / 07 / 22$ | XI HU TRADING LIMITED | $4,235,990.00$ | USD | $397,000.00$ |
| $2014 / 07 / 22$ | EARTH POWER TRADDING LIMITED | $4,171,970.00$ | USD | $391,000.00$ |
| $2014 / 07 / 22$ | SANNY TRADING LIMITED | $4,193,310.00$ | USD | $393,000.00$ |
| $2014 / 07 / 22$ | SANNY TRADING LIMITED | $4,182,640.00$ | USD | $392,000.00$ |
| $2014 / 07 / 22$ | SANNY TRADIING LIMITED | $3,780,750.00$ | USD | $455,000.00$ |
| $2014 / 07 / 21$ | AAN IMPEX GENERAL TRADING LLC | $479,250.00$ | USD | 45000.00 |
| $2014 / 07 / 21$ | FREEDOM TRADING |  |  |  |


| $2014 / 07 / 21$ | TAOYUAN TEXTILES CO LIMITED NRA | $3,621,000.00$ | USD | $340,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 07 / 21$ | JIA RONG GROUP CO LIMITED | $2,609,250.00$ | USD | $245,000.00$ |
| $2014 / 07 / 21$ | TAOYUAN TEXTILES CO LIMITED NRA | $3,834,000.00$ | USD | $360,000.00$ |
| $2014 / 07 / 21$ | HONGKONG TOPRADAR SCIENCE AND | $213,000.00$ | USD | $2,000.00$ |
| $2014 / 07 / 21$ | JIA RONG GROUP CO LIMITED | $2,715,750.00$ | USD | $255,000.00$ |
| $2014 / 07 / 21$ | XI HU TRADING LIMITED | $3,860,625.00$ | USD | $362,500.00$ |
| $2014 / 07 / 21$ | SANNY TRADING LIMITED | $3,967,125.00$ | USD | $372,500.00$ |
| $2014 / 07 / 21$ | XI HU TRADING LIMITED | $4,95,825.00$ | USD | $370,500.00$ |
| $2014 / 07 / 21$ | SANNY TRADING LIMITED | $3,764,775.00$ | USD | $380,500.00$ |
| $2014 / 07 / 21$ | EARTH POWER TRADING LIMITED | $3,839,325.00$ | USD | $353,500.00$ |
| $2014 / 07 / 21$ | EARTH POWER TRADING LIMITED | $3,638,287.67$ | USD | $360,500.00$ |
| $2014 / 07 / 18$ | HONOURWAY GARMENT LIMITED | $3,848,400.00$ | USD | $340,000.00$ |
| $2014 / 07 / 18$ | HONOURWAY GARMENT LIMITED | $3,955,300.00$ | USD | $360,000.00$ |
| $2014 / 07 / 18$ | TAOYUAN TEXTILES CO LIMITED NRA | $3,741,500.00$ | USD | $370,000.00$ |
| $2014 / 07 / 18$ | TAOYUAN TEXTILES CO LIMITED NRA | $4,062,200.00$ | USD | $350,000.00$ |
| $2014 / 07 / 18$ | HONOURWAY GARMENT LIMITED | $3,688,050.00$ | USD | $380,000.00$ |
| $2014 / 07 / 18$ | AAN IMPEX GENERAL TRADING LLC | $2,062,211.19$ | USD | $192,000.00$ |
| $2014 / 07 / 18$ | JIA RONG GROUP CO LIMITED | $4,233,240.00$ | USD | $396,000.00$ |
| $2014 / 07 / 18$ | SANNY TRADING LIMITED | $4,243,930.00$ | USD | $397,000.00$ |
| $2014 / 07 / 18$ | SANNY TRADING LIMITED | $4,158,410.00$ | USD | $389,000.00$ |
| $2014 / 07 / 18$ | SANNY TRADING LIMITED | $3,201,000.00$ | USD | $300,000.00$ |
| $2014 / 07 / 17$ | AAN IMPEX GENERAL TRADING LLC | $198,473.40$ | USD | $18,636.00$ |
| $2014 / 07 / 17$ | QINGDAO ROCKY INDUSTRY CO LIMITED | $3,874,331.55$ | USD | $363,787.00$ |
| $2014 / 07 / 17$ | JIA RONG GROUP CO LIMITED | $2,837,777.46$ | USD | $265,000.00$ |
| $2014 / 07 / 17$ | HONOURWAY GARMENT LIMITED | $2,982,000.00$ | USD | $280,000.00$ |
| $2014 / 07 / 17$ | TAOYUAN TEXTILES CO LIMITED NRA | $3,088,500.00$ | USD | $290,000.00$ |
| $2014 / 07 / 17$ | TAOYUAN TEXTILES CO LIMITED NRA | $3,141,750.00$ | USD | $295,000.00$ |
| $2014 / 07 / 17$ | HONOURWAY GARMENT LIMITED | $4,153,500.00$ | USD | $390,000.00$ |
| $2014 / 07 / 17$ | EARTH POWER TRADDING LIMITED | $3,408,000.00$ | USD | $320,000.00$ |
| $2014 / 07 / 17$ | XI HU TRADING LIMITED | $3,893,350.00$ | USD | $317,000.00$ |
| $2014 / 07 / 17$ | EARTH POWER TRADING LIMITED | $3,376,050.00$ | USD |  |
| $2014 / 07 / 17$ | XI HU TRADING LIMITED |  | 3 |  |

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| $2014 / 07 / 17$ | XI HU TRADING LIMITED | $3,837,919.20$ | USD | $360,368.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 07 / 16$ | AAN IMPEX GENERAL TRADING LLC | $2,670,000.00$ | USD | $250,000.00$ |
| $2014 / 07 / 16$ | CHANGLE CITY JINHE WOOL CO LTD | $2,135,572.80$ | USD | 1999960.00 |
| $2014 / 07 / 16$ | SHAOXING SHENHUA TEXTILE CO LTD | $1,601,572.80$ | USD | $149,960.00$ |
| $2014 / 07 / 16$ | XI HU TRADING LIMITED | $4,287,048.12$ | USD | $40,409.00$ |
| $2014 / 07 / 16$ | ECHO ONE GLOBAL TRADING | $213,600.00$ | USD | $20,000.00$ |
| $2014 / 07 / 16$ | SHENZHEN FUHENG FURNITURE CO LTD | $76,212.48$ | USD | $7,136.00$ |
| $2014 / 07 / 16$ | KIM HENG INDUSTRIES SDN BHD | $1,601,442.56$ | USD | $9,592.00$ |
| $2014 / 07 / 16$ | NANTONG ANJU INTERNATIONAL TRADING | $2,135,572.80$ | USD | $149,960.00$ |
| $2014 / 07 / 16$ | NANTONG FIELD MEDICAL AND | $294,864.12$ | USD | $199,960.00$ |
| $2014 / 07 / 16$ | FOSHAN CITY SHUNDE DISTRICT | $534,000.00$ | USD | $27,609.00$ |
| $2014 / 07 / 16$ | JIANGXI YAXING TEXTILE INDUSTRY CO | $2,189,400.00$ | USD | $50,000.00$ |
| $2014 / 07 / 16$ | CELERTUS CO LTD | $2,135,572.80$ | USD | $205,000.00$ |
| $2014 / 07 / 16$ | ZHEJIANG SHENGYU CLOTH CO LTD | $100,968.72$ | USD | $199,960.00$ |
| $2014 / 07 / 16$ | NEW VICTORY ENTERPRISE LTD | $4,763,280.00$ | USD | $9,454.00$ |
| $2014 / 07 / 16$ | EARTH POWER TRADING LIMITED | $4,250,640.00$ | USD | $346,000.00$ |
| $2014 / 07 / 16$ | SANNY TRADING LIMITED | $4,261,320.00$ | USD | $398,000.00$ |
| $2014 / 07 / 16$ | SANNY TRADING LIMITED | $4,247,900.00$ | USD | $397,000.00$ |
| $2014 / 07 / 16$ | SANNY TRADING LIMITED | $2,140,000.00$ | USD | $200,000.00$ |
| $2014 / 07 / 15$ | AAN IMPEX GENERAL TRADING LLC | $36,387.49$ | USD | $3,400.70$ |
| $2014 / 07 / 15$ | NINGBO WANAI APPLIANCE CO LTD | $1,604,572.00$ | USD | $149,960.00$ |
| $2014 / 07 / 15$ | SHANGQIU DAMINGFA PLUSH PRODUCTS | $1,925,572.00$ | USD | $179,960.00$ |
| $2014 / 07 / 15$ | NINGBO FENGLI IMPORT AND EXPORT | $1,390,572.00$ | USD | $129,960.00$ |
| $2014 / 07 / 15$ | HANGZHOU ZHUODA IMPORT AND EXPORT | $4,279,465.00$ | USD | $399,950.00$ |
| $2014 / 07 / 15$ | NANTONG YILIDA INVESTMENT CO LTD | $2,674,572.00$ | USD | $249,960.00$ |
| $2014 / 07 / 15$ | SHAOXING YALISI PRINTED TEXTILES CO | $3,209,572.00$ | USD | $299,960.00$ |
| $2014 / 07 / 15$ | CHANGSHU YONGLI IMP AND EXP CO LTD | $3,780,630.00$ | USD | $353,000.00$ |
| $2014 / 07 / 15$ | EARTH POWER TRADING LIMITED | $2,138,030.00$ | USD | $293,000.00$ |
| $2014 / 07 / 15$ | XI HU TRADING LIMITED | $3,551,778.72$ | USD | $31,632.00$ |
| $2014 / 07 / 15$ | XI HU TRADING LIMITED | $3,791,340.00$ | USD | $254,000.00$ |
| $2014 / 07 / 15$ | EARTH POWER TRADING LIMITED | $2,462,871.60$ | USD | 2960.00 |
| $2014 / 07 / 14$ | HONGKONG HIGH REACHING TRADING |  |  |  |


| $2014 / 07 / 14$ | SUQIAN XIAOLIN IMPORT AND EXPORT | $1,606,071.60$ | USD | $149,960.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 07 / 14$ | SHANGHAI FEI CHUAN IMP AND EXP CORP | $2,433,665.43$ | USD | $227,233.00$ |
| $2014 / 07 / 14$ | NANTONG HUAYIN WOOLLEN BLANKET | $1,606,071.60$ | USD | $149,960.00$ |
| $2014 / 07 / 14$ | WENZHOU DEITY IMPORT AND EXPORT | $1,606,071.60$ | USD | $149,960.00$ |
| $2014 / 07 / 14$ | SHANGHAI HUANGPU CEREALS OILS AND | $2,451,497.58$ | USD | $22,898.00$ |
| $2014 / 07 / 14$ | LCC SHANGHAI INTERNATIONAL TRADE CO | $2,920,477.77$ | USD | $272,687.00$ |
| $2014 / 07 / 14$ | HONGKONG HIGH REACHING TRADING | $3,748,071.60$ | USD | $349,960.00$ |
| $2014 / 07 / 11$ | JIA RONG GROUP CO LIMITED | $4,380,758.10$ | USD | $409,000.00$ |
| $2014 / 07 / 11$ | JIA RONG GROUP CO LIMITED | $4,252,227.30$ | USD | $397,000.00$ |
| $2014 / 07 / 11$ | JIA RONG GROUP CO LIMITED | $4,220,094.60$ | USD | $394,000.00$ |
| $2014 / 07 / 11$ | EARTH POWER TRADING LIMITED | $4,268,293.65$ | USD | $398,500.00$ |
| $2014 / 07 / 11$ | EARTH POWER TRADING LIMITED | $4,279,004.55$ | USD | $399,500.00$ |
| $2014 / 07 / 11$ | SANNY TRADING LIMITED | $2,399,241.60$ | USD | $224,000.00$ |
| $2014 / 07 / 11$ | XI HU TRADING LIMITED | $4,161,184.65$ | USD | $388,500.00$ |
| $2014 / 07 / 11$ | XI HU TRADING LIMITED | $4,171,895.55$ | USD | $389,500.00$ |
| $2014 / 07 / 10$ | JIA RONG GROUP CO LIMITED | $4,048,266.60$ | USD | $378,000.00$ |
| $2014 / 07 / 10$ | JIA RONG GROUP CO LIMITED | $4,144,653.90$ | USD | $387,000.00$ |
| $2014 / 07 / 10$ | JIA RONG GROUP CO LIMITED | $4,176,783.00$ | USD | $390,000.00$ |
| $2014 / 07 / 10$ | XI HU TRADING LIMITED | $4,694,846.50$ | USD | $345,000.00$ |
| $2014 / 07 / 10$ | EARTH POWER TRADING LIMITED | $3,801,686.00$ | USD | $380,000.00$ |
| $2014 / 07 / 10$ | EARTH POWER TRADING LIMITED | USD | $355,000.00$ |  |
| $2014 / 07 / 10$ | EARTH POWER TRADING LIMITED | $3,748,395.00$ | USD | $350,000.00$ |
| $2014 / 07 / 09$ | FOSHAN CITY SHUNDE DISTRICT | $332,229.29$ | USD | $31,006.00$ |
| $2014 / 07 / 09$ | AAN IMPEX GENERAL TRADING LLC | $1,071,950.00$ | USD | $100,000.00$ |
| $2014 / 07 / 09$ | WIDOO CORPORATION | $366,453.00$ | USD | $34,200.00$ |
| $2014 / 07 / 09$ | AAN IMPEX GENERAL TRADING LLC | $1,071,950.00$ | USD | $100,000.00$ |
| $2014 / 07 / 09$ | EARTH POWER TRADING LIMITED | $3,417,600.00$ | USD | $320,000.00$ |
| $2014 / 07 / 09$ | XI HU TRADING LIMITED | $3,898,200.00$ | USD | $365,000.00$ |
| $2014 / 07 / 09$ | EARTH POWER TRADING LIMITED | $3,310,800.00$ | USD | $310,000.00$ |
| $2014 / 07 / 09$ | SANNY TRADDING LIMITED | $3,204,000.00$ | USD | $300,000.00$ |
| $2014 / 07 / 09$ | XI HU TRADING LIMITED | $3,791,400.00$ | USD | $355,000.00$ |
| $2014 / 07 / 09$ | EARTH POWER TRADING LIMITED | $3,951,600.00$ | USD | $370,000.00$ |


| $2014 / 07 / 09$ | XI HU TRADING LIMITED | $3,738,000.00$ | USD | $350,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 07 / 09$ | SANNY TRADING LIMITED | $3,364,200.00$ | USD | $315,000.00$ |
| $2014 / 07 / 09$ | EARTH POWER TRADING LIMITED | $3,364,200.00$ | USD | $31,000.00$ |
| $2014 / 07 / 08$ | EARTH POWER TRADING LIMITED | $4,159,188.00$ | USD | $385,110.00$ |
| $2014 / 07 / 08$ | CELERTUS CO LTD | $2,312,024.00$ | USD | $215,000.00$ |
| $2014 / 07 / 08$ | GUANGDONG LIFA STAINLESS STEEL | $2,159,568.00$ | USD | $199,960.00$ |
| $2014 / 07 / 08$ | HENAN HAIXIN BLANKET TEXTILES CO | $3,779,568.00$ | USD | $349,960.00$ |
| $2014 / 07 / 08$ | HENAN HAIXIN BLANKET TEXTILES CO | $3,779,676.00$ | USD | $349,970.00$ |
| $2014 / 07 / 08$ | SANNY TRADING LIMITED | $3,726,000.00$ | USD | $367,500.00$ |
| $2014 / 07 / 08$ | SANNY TRADING LIMITED | $3,753,000.00$ | USD | $345,000.00$ |
| $2014 / 07 / 08$ | XI HU TRADING LIMITED | $3,483,000.00$ | USD | $347,500.00$ |
| $2014 / 07 / 08$ | SANNY TRADING LIMITED | $3,591,000.00$ | USD | $322,500.00$ |
| $2014 / 07 / 08$ | XI HU TRADING LIMITED | $2,150,000.00$ | USD | $332,500.00$ |
| $2014 / 07 / 07$ | AAN IMPEX GENERAL TRADING LLC | $4,246,250.00$ | USD | $200,000.00$ |
| $2014 / 07 / 07$ | EARTH POWER TRADING LIMITED | $2,848,750.00$ | USD | $395,000.00$ |
| $2014 / 07 / 07$ | JIA RONG GROUP CO LIMITED | $4,192,500.00$ | USD | $265,000.00$ |
| $2014 / 07 / 07$ | EARTH POWER TRADING LIMITED | $2,687,500.00$ | USD | $390,000.00$ |
| $2014 / 07 / 07$ | JIA RONG GROUP CO LIMITED | $3,923,750.00$ | USD | $360,000.00$ |
| $2014 / 07 / 07$ | SANNY TRADING LIMITED | $3,977,500.00$ | USD | $370,000.00$ |
| $2014 / 07 / 07$ | XI HU TRADING LIMITED | $4,085,000.00$ | USD | $380,000.00$ |
| $2014 / 07 / 07$ | XI HU TRADING LIMITED | $4,138,750.00$ | USD | $385,000.00$ |
| $2014 / 07 / 07$ | SANNY TRADING LIMITED | $1,724,445.32$ | USD | $159,960.00$ |
| $2014 / 07 / 03$ | SHAOXING SHENHUA TEXTILE CO LTD | $2,131,373.64$ | USD | $199,960.00$ |
| $2014 / 07 / 03$ | SHAOXING YALISI PRINTED TEXTILES CO | $2,131,373.64$ | USD | $199,960.00$ |
| $2014 / 07 / 03$ | SHAOXING YALISI PRINTED TEXTILES CO | $107,806.00$ | USD | $10,000.00$ |
| $2014 / 07 / 03$ | WIDOO CORPORATION | $1,616,658.78$ | USD | $149,960.00$ |
| $2014 / 07 / 03$ | HAIMEN JIEBO HOME TEXTILE CO LTD | $965,025.00$ | USD | $90,000.00$ |
| $2014 / 07 / 03$ | GREENBURG HOLDINGS LTD | $481,410.00$ | USD | $45,000.00$ |
| $2014 / 07 / 03$ | HYUNDAI CORPORATION MBB TEAM | $399,960.00$ |  |  |
| $2014 / 07 / 03$ | NANTONG RUYANG TEXTILE CO LTD | $2,131,373.64$ | USD | $199,960.00$ |
| $2014 / 07 / 03$ | CHANGLE CITY JINHE WOOL CO LTD | $2,156,120.00$ | USD | $200,000.00$ |
| $2014 / 07 / 03$ | EARTH POWER TRADING LIMITED |  |  |  |

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| $2014 / 07 / 03$ | SANNY TRADING LIMITED | $3,234,180.00$ | USD | $300,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 07 / 03$ | SANNY TRADING LIMITED | $3,827,113.00$ | USD | $355,000.00$ |
| $2014 / 07 / 02$ | ASPEN TRADING COMPANY LTD SA | $3,612,670.00$ | USD | $340,000.00$ |
| $2014 / 07 / 02$ | SHAOXING SHENHUA TEXTILE CO LTD | $1,625,276.48$ | USD | $152,960.00$ |
| $2014 / 07 / 02$ | JIANGXI YAXING TEXTILE INDUSTRY CO | $1,062,550.00$ | USD | $100,000.00$ |
| $2014 / 07 / 02$ | JIA RONG GROUP CO LIMITED | $2,255,156.12$ | USD | $212,240.00$ |
| $2014 / 07 / 02$ | EARTH POWER TRADING LIMITED | $3,621,212.50$ | USD | $340,000.00$ |
| $2014 / 07 / 02$ | SANNY TRADING LIMITED | $4,210,305.00$ | USD | $395,000.00$ |
| $2014 / 07 / 02$ | EARTH POWER TRADING LIMITED | $3,825,180.00$ | USD | $360,000.00$ |
| $2014 / 07 / 02$ | XI HU TRADING LIMITED | $4,157,700.00$ | USD | $300,000.00$ |
| $2014 / 07 / 02$ | SANNY TRADING LIMITED | $2,123,060.00$ | USD | $390,000.00$ |
| $2014 / 07 / 01$ | AAN IMPEX GENERAL TRADING LLC | $2,184,165.39$ | USD | $200,000.00$ |
| $2014 / 07 / 01$ | CHANGSHU YONGLI IMP AND EXP CO LTD | $4,251,475.06$ | USD | $299,960.00$ |
| $2014 / 07 / 01$ | JIA RONG GROUP CO LIMITED | $4,249,264.16$ | USD | $400,120.00$ |
| $2014 / 07 / 01$ | QINGHANG TRADING CO LIMITED | $2,122,635.39$ | USD | $199,960.00$ |
| $2014 / 07 / 01$ | CHANGLE CITY JINHE WOOL CO LTD | $2,834,883.40$ | USD | $266,900.00$ |
| $2014 / 07 / 01$ | SANNY TRADING LIMITED | $3,665,797.50$ | USD | $345,000.00$ |
| $2014 / 07 / 01$ | EARTH POWER TRADING LIMITED | $4,122,694.00$ | USD | $388,000.00$ |
| $2014 / 07 / 01$ | XI HU TRADING LIMITED | $2,439,009.06$ | USD | $230,080.00$ |
| $2014 / 06 / 30$ | JIA RONG GROUP CO LIMITED | $3,391,799.97$ | USD | $319,960.00$ |
| $2014 / 06 / 30$ | GAOYANG ZHENHUA WOOLLEN CO LTD | $1,695,687.97$ | USD | $159,960.00$ |
| $2014 / 06 / 30$ | NANTONG BROAD TEXTILE CO LTD | $2,120,140.00$ | USD | $200,000.00$ |
| $2014 / 06 / 30$ | CELERTUS CO LTD | $2,650,175.00$ | USD | $250,000.00$ |
| $2014 / 06 / 30$ | AAN IMPEX GENERAL TRADING LLC | $3,604,238.00$ | USD | $340,000.00$ |
| $2014 / 06 / 30$ | JIA RONG GROUP CO LIMITED | $4,325,085.60$ | USD | $408,000.00$ |
| $2014 / 06 / 30$ | EARTH POWER TRADDING LIMITED | $4,179,555.94$ | USD | $394,200.00$ |
| $2014 / 06 / 30$ | SANNY TRADING LIMITED | $4,216,958.46$ | USD | $397,800.00$ |
| $2014 / 06 / 30$ | XI HU TRADING LIMITED | $3,165,177.92$ | USD | $299,960.00$ |
| $2014 / 06 / 27$ | NANTONG YILIDA INVESTMENT CO LTD | $1,055,200.00$ | USD | $100,000.00$ |
| $2014 / 06 / 27$ | AAN IMPEX GENERAL TRADING LLC | $3,165,177.92$ | USD | $299,960.00$ |
| $2014 / 06 / 27$ | LINYI GRENE INDUSTRY AND TRADING CO | $2,109,977.92$ | USD | $199,960.00$ |
| $2014 / 06 / 27$ | NANTONG FIELD MEDICAL AND |  |  |  |

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| $2014 / 06 / 27$ | NANTONG TENGFAN HOME TEXTILE CO LTD | $2,109,977.92$ | USD | $199,960.00$ |
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| $2014 / 06 / 27$ | MANWIN LIMITED | $1,26,240.00$ | USD | $120,000.00$ |
| $2014 / 06 / 27$ | CHANGSHU WANLIXING IMPORT AND | $1,055,200.00$ | USD | $100,000.00$ |
| $2014 / 06 / 27$ | LIANYUNGANG FEIYAN BLANKETS CO LTD | $1,58,377.92$ | USD | $149,960.00$ |
| $2014 / 06 / 27$ | SANNY TRADING LIMITED | $4,210,248.00$ | USD | $39,000.00$ |
| $2014 / 06 / 27$ | XI HU TRADING LIMITED | $4,866,582.40$ | USD | $461,200.00$ |
| $2014 / 06 / 26$ | JIA RONG GROUP CO LIMITED | $4,215,651.80$ | USD | $398,500.00$ |
| $2014 / 06 / 26$ | JIA RONG GROUP CO LIMITED | $2,327,784.29$ | USD | $390,194.00$ |
| $2014 / 06 / 26$ | JIA RONG GROUP CO LIMITED | $4,205,073.00$ | USD | $220,000.00$ |
| $2014 / 06 / 26$ | EARTH POWER TRADING LIMITED | $4,226,230.60$ | USD | $397,500.00$ |
| $2014 / 06 / 26$ | EARTH POWER TRADING LIMITED | $4,234,380.40$ | USD | $399,500.00$ |
| $2014 / 06 / 26$ | XI HU TRADING LIMITED | $4,241,100.00$ | USD | $401,000.00$ |
| $2014 / 06 / 26$ | XI HU TRADING LIMITED | $2,121,775.56$ | USD | $402,000.00$ |
| $2014 / 06 / 25$ | CHANGLE CITY JINHE WOOL CO LTD | $1,591,225.56$ | USD | $199,960.00$ |
| $2014 / 06 / 25$ | HANGZHOU ZHUODA IMPORT AND EXPORT | $1,803,445.56$ | USD | $149,960.00$ |
| $2014 / 06 / 25$ | HANGZHOU YADA TEXTILE CO LTD | $2,121,557.76$ | USD | $199,960.00$ |
| $2014 / 06 / 25$ | SHAOXING YALISIPRINTED TEXTILES CO | $4,028,516.00$ | USD | $379,860.00$ |
| $2014 / 06 / 25$ | JIA RONG GROUP CO LIMITED | $2,123,604.00$ | USD | $200,340.00$ |
| $2014 / 06 / 25$ | SHAOXING YALISI PRINTED TEXTILES CO | $2,121,775.56$ | USD | $199,960.00$ |
| $2014 / 06 / 25$ | ANXIN YUDA BLANKET TEXTILE CO LTD | $3,215,955.20$ | USD | $304,000.00$ |
| $2014 / 06 / 25$ | SANNY TRADING LIMITED | $3,342,900.80$ | USD | $316,000.00$ |
| $2014 / 06 / 25$ | SANNY TRADING LIMITED | $3,391,396.00$ | USD | $320,000.00$ |
| $2014 / 06 / 25$ | SANNY TRADING LIMITED | $2,962,064.00$ | USD | $280,000.00$ |
| $2014 / 06 / 25$ | XI HU TRADING LIMITED | $3,940,500.00$ | USD | $370,000.00$ |
| $2014 / 06 / 24$ | JIA RONG GROUP CO LIMITED | $2,343,000.00$ | USD | $220,000.00$ |
| $2014 / 06 / 24$ | CELERTUS CO LTD | $530,515.00$ | USD | $50,000.00$ |
| $2014 / 06 / 24$ | AAN IMPEX GENERAL TRADING LLC | $3,514,500.00$ | USD | $330,000.00$ |
| $2014 / 06 / 24$ | HASPER LIMITED | $2,239,482.00$ | USD | $210,280.00$ |
| $2014 / 06 / 24$ | EARTH POWER TRADING LIMITED | $4,153,500.00$ | USD | $390,000.00$ |
| $2014 / 06 / 24$ | JA RONG GROUP CO LIMITED | $4,032,180.00$ | USD | $380,000.00$ |
| $2014 / 06 / 24$ | SANNY TRADING LIMITED | $3,406,131.00$ | USD | $321,000.00$ |
| $2014 / 06 / 24$ | XI HU TRADING LIMITED |  |  |  |


| $2014 / 06 / 24$ | XI HU TRADING LIMITED | $4,233,789.00$ | USD | $399,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 06 / 23$ | CHANGSHU YONGLI IMP AND EXP CO LTD | $2,13,553.40$ | USD | $199,960.00$ |
| $2014 / 06 / 23$ | NANTONG BROAD TEXTILE CO LTD | $1,599,308.40$ | USD | $149,960.00$ |
| $2014 / 06 / 23$ | NANTONG YILIDA INVESTMENT CO LTD | $2,13,553.40$ | USD | $199,960.00$ |
| $2014 / 06 / 23$ | SHAOXING SHENHUA TEXTILE CO LTD | $1,81,520.00$ | USD | $170,000.00$ |
| $2014 / 06 / 23$ | SHAOXING SHENHUA TEXTILE CO LTD | $1,599,308.40$ | USD | $149,960.00$ |
| $2014 / 06 / 23$ | MANWIN LIMITED | $3,385,280.00$ | USD | $130,000.00$ |
| $2014 / 06 / 23$ | LINYI GRENE INDUSTRY AND TRADING CO | $2,132,043.40$ | USD | $299,960.00$ |
| $2014 / 06 / 23$ | NINGBO FENGLI IMPORT AND EXPORT | $1,599,308.40$ | USD | $199,960.00$ |
| $2014 / 06 / 23$ | HAIMEN JIEBO HOME TEXTILE CO LTD | $149,960.00$ |  |  |
| $2014 / 06 / 23$ | XI HU TRADING LIMITED | $3,780,773.30$ | USD | $317,000.00$ |
| $2014 / 06 / 23$ | XI HU TRADING LIMITED | $3,519,417.00$ | USD | $353,000.00$ |
| $2014 / 06 / 23$ | SANNY TRADING LIMITED | $102,308.27$ | USD | $330,000.00$ |
| $2014 / 06 / 20$ | KIM HENG INDUSTRIES SDN BHD | $93,828.80$ | USD | $9,592.00$ |
| $2014 / 06 / 20$ | SHENZHEN LIFEPHOTO FURNITURE LTD | $60,924.19$ | USD | $5,797.00$ |
| $2014 / 06 / 20$ | TITOV SDN BHD | $81,658.90$ | USD | $7,712.00$ |
| $2014 / 06 / 20$ | STAR HUB SDN BHD | $254,405.43$ | USD | $23,852.00$ |
| $2014 / 06 / 20$ | SHENZHEN FUHENG FURNITURE CO LTD | $9,194.09$ | USD | 862.00 |
| $2014 / 06 / 20$ | YIWU KAREN INDUSTRY CO LIMITED | $199,859.51$ | USD | $18,738.00$ |
| $2014 / 06 / 20$ | NEW VICTORY ENTERPRISE LTD | $3,343,476.35$ | USD | $312,527.00$ |
| $2014 / 06 / 20$ | EARTH POWER TRADING LIMITED | $3,268,581.80$ | USD | $399,000.00$ |
| $2014 / 06 / 20$ | JIA RONG GROUP CO LIMITED | $4,225,410.47$ | USD | $311,960.00$ |
| $2014 / 06 / 20$ | NANTONG TENGFAN HOME TEXTILE CO LTD | USD | $395,000.00$ |  |
| $2014 / 06 / 20$ | JIA RONG GROUP CO LIMITED | $67,238.46$ | USD | $6,304.00$ |
| $2014 / 06 / 20$ | SUN WAH FURNITURE HK DEVELOPMENT | $3,637,388.00$ | USD | $340,000.00$ |
| $2014 / 06 / 20$ | SANNY TRADING LIMITED | $3,583,897.00$ | USD | $335,000.00$ |
| $2014 / 06 / 20$ | XI HU TRADING LIMITED | $3,476,915.00$ | USD | $325,000.00$ |
| $2014 / 06 / 20$ | XI HU TRADING LIMITED | $2,149,310.05$ | USD | $199,960.00$ |
| $2014 / 06 / 19$ | JR HOME FASHIONS INC | $3,869,961.95$ | USD | $360,040.00$ |
| $2014 / 06 / 19$ | JIA RONG GROUP CO LIMITED | $2,149,740.00$ | USD | $200,000.00$ |
| $2014 / 06 / 19$ | AAN IMPEX GENERAL TRADING LLC | $3,923,275.50$ | USD | $365,000.00$ |
| $2014 / 06 / 19$ | JIA RONG GROUP CO LIMITED |  |  |  |

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| $2014 / 06 / 19$ | JIA RONG GROUP CO LIMITED | $4,030,762.50$ | USD | $375,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 06 / 19$ | SANNY TRADING LIMITED | $2,53,693.20$ | USD | $236,000.00$ |
| $2014 / 06 / 19$ | XI HU TRADING LIMITED | $4,002,179.00$ | USD | $370,000.00$ |
| $2014 / 06 / 19$ | SANNY TRADING LIMITED | $2,94,823.80$ | USD | $274,000.00$ |
| $2014 / 06 / 18$ | CELERTUS CO LTD | $2,47,200.00$ | USD | $230,000.00$ |
| $2014 / 06 / 18$ | SHAOXING YALISI PRINTED TEXTILES CO | $2,24,476.00$ | USD | $300,000.00$ |
| $2014 / 06 / 18$ | CHANGLE CITY JINHE WOOL CO LTD | $3,677,570.40$ | USD | $199,960.00$ |
| $2014 / 06 / 18$ | NANTONG YILONG TEXTILE CO LTD | $1,730,672.00$ | USD | $340,000.00$ |
| $2014 / 06 / 18$ | XI HU TRADING LIMITED | $3,515,427.50$ | USD | $160,000.00$ |
| $2014 / 06 / 18$ | SANNY TRADING LIMITED | $3,785,845.00$ | USD | $325,000.00$ |
| $2014 / 06 / 18$ | EARTH POWER TRADING LIMITED | $3,526,244.20$ | USD | $350,000.00$ |
| $2014 / 06 / 18$ | EARTH POWER TRADING LIMITED | $3,666,861.30$ | USD | $326,000.00$ |
| $2014 / 06 / 18$ | EARTH POWER TRADING LIMITED | $2,147,570.40$ | USD | $339,000.00$ |
| $2014 / 06 / 17$ | HENAN HAIXIN BLANKET TEXTILES CO | $1,610,570.40$ | USD | $199,960.00$ |
| $2014 / 06 / 17$ | NINGBO FENGLI IMPORT AND EXPORT | $1,610,570.40$ | USD | $149,960.00$ |
| $2014 / 06 / 17$ | HANGZHOU ZHUODA IMPORT AND EXPORT | $214,800.00$ | USD | $20,000.00$ |
| $2014 / 06 / 17$ | YIWU KAREN INDUSTRY CO LIMITED | $3,008,918.40$ | USD | $280,160.00$ |
| $2014 / 06 / 17$ | JIA RONG GROUP CO LIMITED | $4,134,900.00$ | USD | $385,000.00$ |
| $2014 / 06 / 17$ | EARTH POWER TRADING LIMITED | $2,577,600.00$ | USD | $240,000.00$ |
| $2014 / 06 / 17$ | XI HU TRADING LIMITED | $4,027,500.00$ | USD | $375,000.00$ |
| $2014 / 06 / 17$ | SANNY TRADING LIMITED | $3,437,984.00$ | USD | $320,000.00$ |
| $2014 / 06 / 13$ | JIA RONG GROUP CO LIMITED | $2,137,260.00$ | USD | $200,000.00$ |
| $2014 / 06 / 13$ | AAN IMPEX GENERAL TRADING LLC | $3,109,233.51$ | USD | $290,950.00$ |
| $2014 / 06 / 13$ | EARTH POWER TRADING LIMITED | $3,706,576.50$ | USD | $345,000.00$ |
| $2014 / 06 / 13$ | JIA RONG GROUP CO LIMITED | $3,599,139.50$ | USD | $335,000.00$ |
| $2014 / 06 / 13$ | JIA RONG GROUUP CO LIMITED | $3,910,706.80$ | USD | $364,000.00$ |
| $2014 / 06 / 13$ | SANNY TRADING LIMITED | $4,286,736.30$ | USD | $399,000.00$ |
| $2014 / 06 / 13$ | XI HU TRADING LIMITED | $2,546,256.90$ | USD | $237,000.00$ |
| $2014 / 06 / 13$ | EARTH POWER TRADING LIMITED | $3,222,810.00$ | USD | $300,000.00$ |
| $2014 / 06 / 12$ | XI HU TRADING LIMITED | $3,269,600.00$ | USD | $305,000.00$ |
| $2014 / 06 / 12$ | EARTH POWER TRADING LIMITED | $3,698,400.00$ | USD | $345,000.00$ |
| $2014 / 06 / 12$ | SANNY TRADING LIMITED |  |  |  |


| $2014 / 06 / 12$ | XI HU TRADING LIMITED | $3,752,000.00$ | USD | $350,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 06 / 11$ | SHAOXING YALISI PRINTED TEXTILES CO | $3,202,489.12$ | USD | $299,960.00$ |
| $2014 / 06 / 11$ | CHANGSHU YONGLI IMP AND EXP CO LTD | $3,188,754.78$ | USD | $299,960.00$ |
| $2014 / 06 / 11$ | JIAMUSI SEVEN COLOUR BLANKET | $2,13,631.99$ | USD | $199,960.00$ |
| $2014 / 06 / 11$ | GREENBURG HOLDINGS LTD | $90,525.50$ | USD | $85,000.00$ |
| $2014 / 06 / 11$ | JIA RONG GROUP CO LIMITED | $1,231,818.54$ | USD | $115,120.00$ |
| $2014 / 06 / 11$ | CELERTUS CO LTD | $3,097,030.00$ | USD | $100,000.00$ |
| $2014 / 06 / 11$ | EARTH POWER TRADING LIMITED | $3,493,385.00$ | USD | $293,000.00$ |
| $2014 / 06 / 11$ | SANNY TRADING LIMITED | $4,169,865.00$ | USD | $330,500.00$ |
| $2014 / 06 / 11$ | XI HU TRADING LIMITED | $3,281,985.00$ | USD | $394,500.00$ |
| $2014 / 06 / 11$ | SANNY TRADING LIMITED | $2,906,750.00$ | USD | $310,500.00$ |
| $2014 / 06 / 11$ | EARTH POWER TRADING LIMITED | $4,191,005.00$ | USD | $275,000.00$ |
| $2014 / 06 / 11$ | XI HU TRADING LIMITED | $3,720,010.00$ | USD | $396,500.00$ |
| $2014 / 06 / 10$ | SANNY TRADING LIMITED | $4,145,154.00$ | USD | $350,000.00$ |
| $2014 / 06 / 10$ | EARTH POWER TRADING LIMITED | $3,826,296.00$ | USD | $390,000.00$ |
| $2014 / 06 / 10$ | XI HU TRADING LIMITED | $2,954,750.80$ | USD | $278,000.00$ |
| $2014 / 06 / 09$ | NANTONG FIELD MEDICAL AND | $4,039,293.14$ | USD | $380,040.00$ |
| $2014 / 06 / 09$ | JIA RONG GROUP CO LIMITED | $3,188,154.86$ | USD | $299,960.00$ |
| $2014 / 06 / 09$ | LINYI GRENE INDUSTRY AND TRADING CO | $2,869,722.00$ | USD | $270,000.00$ |
| $2014 / 06 / 09$ | NANTONG FIELD MEDICAL AND | $2,890,979.20$ | USD | $272,000.00$ |
| $2014 / 06 / 09$ | NANTONG FIELD MEDICAL AND | $3,158,589.00$ | USD | $294,000.00$ |
| $2014 / 06 / 06$ | XI HU TRADING LIMITED | $3,287,511.00$ | USD | $306,000.00$ |
| $2014 / 06 / 06$ | JIA RONG GROUP CO LIMITED | $3,180,076.00$ | USD | $296,000.00$ |
| $2014 / 06 / 06$ | JIA RONG GROUP CO LIMITED | $3,233,793.50$ | USD | $301,000.00$ |
| $2014 / 06 / 06$ | JIA RONG GROUP CO LIMITED | $3,255,280.50$ | USD | $303,000.00$ |
| $2014 / 06 / 06$ | JIA RONG GROUP CO LIMITED | $2,807,740.00$ | USD | $260,000.00$ |
| $2014 / 06 / 05$ | LINYI GRENE INDUSTRY AND TRADING CO | $2,270,057.79$ | USD | $210,210.00$ |
| $2014 / 06 / 05$ | JIA RONG GROUP CO LIMITED | $2,699,318.04$ | USD | $249,960.00$ |
| $2014 / 06 / 05$ | NANTONG TENGFAN HOME TEXTILE CO LTD | $2,591,220.05$ | USD | $239,950.00$ |
| $2014 / 06 / 05$ | LINYI GRENE INDUSTRY AND TRADING CO | $2,051,568.00$ | USD | $189,960.00$ |
| $2014 / 06 / 05$ | SHAOXING SHENHUA TEXTILE CO LTD | $2,159,368.04$ | USD | $199,960.00$ |
| $2014 / 06 / 05$ | NANTONG TENGFAN HOME TEXTILE CO LTD |  |  |  |

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| $2014 / 06 / 05$ | NANTONG JIN LING YANG TEXTILE CO | $1,619,418.04$ | USD | $149,960.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 06 / 04$ | XI HU TRADING LIMITED | $3,239,250.00$ | USD | $300,000.00$ |
| $2014 / 06 / 04$ | QINGDAO ROCKY INDUSTRY CO LIMITED | $40,490.63$ | USD | $3,750.00$ |
| $2014 / 06 / 04$ | EH AUTO LINK ASIA SDN BHD | $12,570.00$ | USD | $12,000.00$ |
| $2014 / 06 / 04$ | EARTH POWER TRADING LIMITED | $4,23,620.00$ | USD | $392,000.00$ |
| $2014 / 06 / 04$ | EARTH POWER TRADING LIMITED | $4,286,607.50$ | USD | $397,000.00$ |
| $2014 / 06 / 04$ | XI HU TRADING LIMITED | $215,950.08$ | USD | $375,250.00$ |
| $2014 / 06 / 04$ | AAN IMPEX GENERAL TRADING LLC | $3,885,825.15$ | USD | $20,000.00$ |
| $2014 / 06 / 03$ | XI HU TRADING LIMITED | $4,099,039.15$ | USD | $364,500.00$ |
| $2014 / 06 / 03$ | EARTH POWER TRADING LIMITED | $144,536.00$ | EUR | $384,500.00$ |
| $2014 / 06 / 03$ | TATARCIUC TATIANA | $4,194,985.45$ | USD | $10,000.00$ |
| $2014 / 06 / 03$ | EARTH POWER TRADING LIMITED | $3,779,218.15$ | USD | $393,500.00$ |
| $2014 / 06 / 03$ | XI HU TRADING LIMITED | $4,121,727.30$ | USD | $354,500.00$ |
| $2014 / 06 / 02$ | XI HU TRADING LIMITED | $3,655,516.50$ | USD | $389,000.00$ |
| $2014 / 06 / 02$ | HASPER LIMITED | $2,089,660.00$ | USD | $245,000.00$ |
| $2014 / 06 / 02$ | JIA RONG GROUP CO LIMITED | $4,142,918.70$ | USD | $300,000.00$ |
| $2014 / 06 / 02$ | XI HU TRADING LIMITED | $2,983,723.70$ | USD | $284,500.00$ |
| $2014 / 06 / 02$ | EARTH POWER TRADING LIMITED | $4,065,603.63$ | USD | $394,489.00$ |
| $2014 / 05 / 30$ | XI HU TRADING LIMITED | $3,091,387.76$ | USD | $299,960.00$ |
| $2014 / 05 / 30$ | NANTONG HUANGFUSHENG TEXTILE CO LTD | $2,473,440.00$ | USD | $240,000.00$ |
| $2014 / 05 / 30$ | EARTH POWER TRADING LIMITED | $2,061,200.00$ | USD | $200,000.00$ |
| $2014 / 05 / 30$ | CELERTUS CO LTD | $2,267,320.00$ | USD | $220,000.00$ |
| $2014 / 05 / 30$ | AAN IMPEX GENERAL TRADING LLC | $4,050,258.00$ | USD | $393,000.00$ |
| $2014 / 05 / 30$ | EARTH POWER TRADING LIMITED | $4,070,870.00$ | USD | $395,000.00$ |
| $2014 / 05 / 30$ | XI HU TRADING LIMITED | $2,700,172.00$ | USD | $262,000.00$ |
| $2014 / 05 / 30$ | EARTH POWER TRADING LIMITED | $1,358,590.73$ | USD | $129,960.00$ |
| $2014 / 05 / 30$ | HANGZHOU ZHUODA IMPORT AND EXPORT | $2,576,500.00$ | USD | $250,000.00$ |
| $2014 / 05 / 30$ | MANWIN LIMITED | $2,060,787.76$ | USD | $199,960.00$ |
| $2014 / 05 / 30$ | ZHEJIANG DONG ANG INTERNATIONAL | $2,070,385.84$ | USD | $199,960.00$ |
| $2014 / 05 / 29$ | CHANGLE CITY JINHE WOOL CO LTD | $2,070,385.84$ | USD | $199,960.00$ |
| $2014 / 05 / 29$ | LINYI GRENE INDUSTRY AND TRADING CO | $4,070,080.00$ | USD | $395,000.00$ |
| $2014 / 05 / 29$ | JIA RONG GROUP CO LIMITED |  |  |  |

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| $2014 / 05 / 23$ | NANTONG RUYANG TEXTILE CO LTD | $2,079,584.00$ | USD | $199,960.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 05 / 23$ | XI HU TRADING LIMITED | $3,878,118.40$ | USD | $372,896.00$ |
| $2014 / 05 / 23$ | EARTH POWER TRADING LIMITED | $4,09,400.00$ | USD | $393,500.00$ |
| $2014 / 05 / 23$ | GUANGDONG METALS AND MINERALS | $5,124.80$ | USD | $5,012.00$ |
| $2014 / 05 / 23$ | SHAOXING SHENHUA TEXTILE CO LTD | $1,871,584.00$ | USD | $179,960.00$ |
| $2014 / 05 / 23$ | EARTH POWER TRADING LIMITED | $3,102,800.00$ | USD | $394,500.00$ |
| $2014 / 05 / 22$ | GUANGZHOU XINGKAI LEATHER CO LTD | $1,642,584.00$ | USD | $299,960.00$ |
| $2014 / 05 / 22$ | SHAOXING YALISI PRINTED TEXTILES CO | $4,128,800.00$ | USD | $157,960.00$ |
| $2014 / 05 / 22$ | XI HU TRADING LIMITED | $397,000.00$ |  |  |
| $2014 / 05 / 22$ | XI HU TRADING LIMITED | $4,118,400.00$ | USD | $396,000.00$ |
| $2014 / 05 / 22$ | GLOBENET DROID LIMITED | $4,869,632.00$ | USD | $372,080.00$ |
| $2014 / 05 / 22$ | EARTH POWER TRADING LIMITED | $4,139,600.00$ | USD | $399,000.00$ |
| $2014 / 05 / 22$ | EARTH POWER TRADING LIMITED | $832,000.00$ | USD | $398,000.00$ |
| $2014 / 05 / 22$ | CHANGSHU WANLIXING IMPORT AND | $2,080,000.00$ | USD | $80,000.00$ |
| $2014 / 05 / 22$ | LL XWL CO LIMITED NRA | $3,853,250.40$ | USD | $200,000.00$ |
| $2014 / 05 / 21$ | EARTH POWER TRADING LIMITED | $3,107,045.67$ | USD | $372,000.00$ |
| $2014 / 05 / 21$ | CHANGSHU YONGLI IMP AND EXP CO LTD | $3,978,377.46$ | USD | $384,960.000$ |
| $2014 / 05 / 21$ | EARTH POWER TRADING LIMITED | $517,500.00$ | USD | $50,000.00$ |
| $2014 / 05 / 21$ | HONGKONG WYF INDUSTRIAL AND TRADE | $2,071,225.67$ | USD | $199,960.00$ |
| $2014 / 05 / 21$ | EARTH POWER TRADING LIMITED | $3,563,220.80$ | USD | $344,000.00$ |
| $2014 / 05 / 21$ | EARTH POWER TRADING LIMITED | $2,070,000.00$ | USD | $200,000.00$ |
| $2014 / 05 / 21$ | CELERTUS CO LTD | $1,035,820.00$ | USD | $100,000.00$ |
| $2014 / 05 / 21$ | AAN IMPEX GENERAL TRADING LLC | $85,745.60$ | USD | $8,279.00$ |
| $2014 / 05 / 20$ | VIOLINO LIMITED | $71,732.58$ | USD | $6,926.00$ |
| $2014 / 05 / 20$ | EVERGO INTERNATIONAL ENTERPRISE | $1,615,277.72$ | USD | $155,960.00$ |
| $2014 / 05 / 20$ | SHAOXING SHENHUA TEXTILE CO LTD | $92,104.80$ | USD | $8,893.00$ |
| $2014 / 05 / 20$ | NEW VICTORY ENTERPRISE LTD | $4,416,866.93$ | USD | $426,462.00$ |
| $2014 / 05 / 20$ | EARTH POWER TRADING LIMITED | $3,531,737.00$ | USD | $341,000.00$ |
| $2014 / 05 / 20$ | EARTH POWER TRADING LIMITED | $4,091,015.00$ | USD | $395,000.00$ |
| $2014 / 05 / 20$ | ASPEN TRADING COMPANY LTD SA | $147,897.96$ | USD | $14,280.00$ |
| $2014 / 05 / 20$ | QIA XING INVESTMENT INDUSTRIAL LTD | $3,509,780.16$ | USD | $338,880.00$ |
| $2014 / 05 / 20$ | EARTH POWER TRADING LIMITED |  |  |  |


| $2014 / 05 / 20$ | LEALTY INDUSTRIAL DEVELOPMENT CO | $44,742.24$ | USD | $4,320.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 05 / 19$ | SHENZHEN FUHENG FURNITURE CO LTD | $57,939.02$ | USD | $5,595.00$ |
| $2014 / 05 / 19$ | HENAN HAIXIN BLANKET TEXTILES CO | $4,142,096.45$ | USD | $399,990.00$ |
| $2014 / 05 / 19$ | CHANGSHU YONGLI IMP AND EXP CO LTD | $3,10,235.78$ | USD | $299,960.00$ |
| $2014 / 05 / 19$ | NANTONG TENGFAN HOME TEXTILE CO LTD | $2,070,685.78$ | USD | $199,960.00$ |
| $2014 / 05 / 19$ | EARTH POWER TRADING LIMITED | $1,962,729.69$ | USD | $189,535.00$ |
| $2014 / 05 / 19$ | LINYI GRENE INDUSTRY AND TRADING CO | $3,106,235.78$ | USD | $299,960.00$ |
| $2014 / 05 / 19$ | ASPEN TRADING COMPANY LTD SA | $3,158,427.50$ | USD | $305,000.00$ |
| $2014 / 05 / 16$ | HENAN HAIXIN BLANKET TEXTILES CO | $4,161,063.85$ | USD | $399,960.00$ |
| $2014 / 05 / 16$ | CELERTUS CO LTD | $728,259.00$ | USD | $70,000.00$ |
| $2014 / 05 / 16$ | EARTH POWER TRADING LIMITED | $3,599,680.20$ | USD | $346,000.00$ |
| $2014 / 05 / 16$ | SHAOXING SHENHUA TEXTILE CO LTD | $1,560,555.00$ | USD | $150,000.00$ |
| $2014 / 05 / 16$ | ASPEN TRADING COMPANY LTD SA | $3,121,110.00$ | USD | $300,000.00$ |
| $2014 / 05 / 16$ | QINGHANG TRADING CO LIMITED | $3,640,878.85$ | USD | $349,960.00$ |
| $2014 / 05 / 16$ | EARTH POWER TRADING LIMITED | $3,330,016.30$ | USD | $320,080.00$ |
| $2014 / 05 / 16$ | HONGKONG TOPRADAR SCIENCE AND | $260,092.50$ | USD | $25,000.00$ |
| $2014 / 05 / 16$ | EARTH POWER TRADING LIMITED | $3,526,854.30$ | USD | $339,000.00$ |
| $2014 / 05 / 15$ | EARTH POWER TRADING LIMITED | $3,862,300.00$ | USD | $330,000.00$ |
| $2014 / 05 / 15$ | EARTH POWER TRADING LIMITED | $3,464,160.00$ | USD | $375,000.00$ |
| $2014 / 05 / 15$ | EARTH POWER TRADING LIMITED | $3,701,290.00$ | USD | $336,000.00$ |
| $2014 / 05 / 15$ | EARTH POWER TRADING LIMITED | $3,435,423.25$ | USD | $359,000.00$ |
| $2014 / 05 / 15$ | EARTH POWER TRADING LIMITED | $3,608,500.00$ | USD | $332,500.00$ |
| $2014 / 05 / 15$ | GLOBENET DROID LIMITED | $3,400,300.00$ | USD | $350,000.00$ |
| $2014 / 05 / 15$ | GLOBENET DROID LIMITED | $3,359,389.55$ | USD | $330,000.00$ |
| $2014 / 05 / 15$ | EARTH POWER TRADING LIMITED | $125,493.32$ | USD | $325,500.00$ |
| $2014 / 05 / 15$ | GLORY SUCCESS TRADDING LIMITED | $3,505,400.00$ | USD | $340,172.00$ |
| $2014 / 05 / 15$ | GLOBENET DROID LIMITED | $2,483,092.93$ | USD | $240,328.00$ |
| $2014 / 05 / 15$ | EARTH POWER TRADING LIMITED | $3,817,710.95$ | USD | $369,500.00$ |
| $2014 / 05 / 15$ | EARTH POWER TRADING LIMITED | $3,209,120.00$ | USD | $310,000.00$ |
| $2014 / 05 / 14$ | EARTH POWER TRADING LIMITED | $100,000.00$ |  |  |
| $2014 / 05 / 14$ | JIANGXI YAXING TEXTILE INDUSTRY CO | $76,072.50$ | USD | $7,350.00$ |
| $2014 / 05 / 14$ | ANHUI BAIAI CHILDRENS PRODUCT COLTD |  |  |  |

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| $2014 / 05 / 08$ | CHANGSHU YONGLI IMP AND EXP CO LTD | $3,144,780.64$ | USD | $299,960.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 05 / 08$ | SHANDONG QIANKUN PVC ROLL COVERING | $389,564.47$ | USD | $37,158.00$ |
| $2014 / 05 / 08$ | NANTONG YILIDA INVESTMENT CO LTD | $2,547,379.65$ | USD | $249,895.00$ |
| $2014 / 05 / 08$ | GUANGDONG LIFA STAINLESS STEEL | $1,949,604.64$ | USD | $185,960.00$ |
| $2014 / 05 / 08$ | FEIXIAN DONGYUE GYPSUM EQUIPMENT | $13,648.46$ | USD | $13,034.00$ |
| $2014 / 05 / 06$ | GUANGDONG DONGFANG IMP AND EXP | $471,600.00$ | USD | $45,000.00$ |
| $2014 / 05 / 06$ | SHANGQIU DAMINGFA PLUSH PRODUCTS | $3,142,742.40$ | USD | $299,880.00$ |
| $2014 / 05 / 06$ | NANTONG DEVELOPMENT ZONE JUDING | $4,667,580.80$ | USD | $349,960.00$ |
| $2014 / 05 / 06$ | TRADE SMOOTH LIMITED | $4,298,600.00$ | USD | $395,000.00$ |
| $2014 / 05 / 06$ | TRADE SMOOTH LIMITED | $3,160,078.60$ | USD | $410,160.00$ |
| $2014 / 05 / 05$ | JIAERTE NANTONG TEXTILE CO LTD | $4,225,799.20$ | USD | $499,960.00$ |
| $2014 / 05 / 05$ | SHANGQIU DAMINGFA PLUSH PRODUCTS | $2,106,578.60$ | USD | $401,120.00$ |
| $2014 / 05 / 05$ | ANXIN YUDA BLANKET TEXTILE CO LTD | $4,203,465.00$ | USD | $199,960.00$ |
| $2014 / 05 / 05$ | SHANGQIU DAMINGFA PLUSH PRODUCTS | $2,106,578.60$ | USD | $199,000.00$ |
| $2014 / 05 / 05$ | JIAMUSI SEVEN COLOUR BLANKET | $2,210,668.84$ | USD | $209,960.00$ |
| $2014 / 05 / 02$ | NANTONG BROAD TEXILE CO LTD | $1,895,220.00$ | USD | $180,000.00$ |
| $2014 / 05 / 02$ | NANTONG YILONG TEXTILE CO LTD | $3,158,700.00$ | USD | $300,000.00$ |
| $2014 / 05 / 02$ | CHANGSHU ZHONGYU WEAVING CO LTD | $3,158,278.84$ | USD | $299,960.00$ |
| $2014 / 05 / 02$ | JR HOME FASHIONS INC | $2,631,828.84$ | USD | $249,960.00$ |
| $2014 / 05 / 02$ | NANTONG YILIDA INVESTMENT CO LTD | $2,632,250.00$ | USD | $250,000.00$ |
| $2014 / 05 / 02$ | QINGHANG TRADING CO LIMITED | $1,319,650.00$ | USD | $125,000.00$ |
| $2014 / 04 / 30$ | JIA RONG GROUP CO LIMITED | $2,111,440.00$ | USD | $200,000.00$ |
| $2014 / 04 / 30$ | NANTONG XINMAOTAI HOUSEHOLD | $475,074.00$ | USD | $45,000.00$ |
| $2014 / 04 / 30$ | CELERTUS CO LTD | $2,111,440.00$ | USD | $200,000.00$ |
| $2014 / 04 / 30$ | NANTONG YILIDA INVESTMENT CO LTD | $2,111,440.00$ | USD | $200,000.00$ |
| $2014 / 04 / 30$ | NANTONG DIXUAN HOME TEXTILE CO LTD | $4,434,024.00$ | USD | $420,000.00$ |
| $2014 / 04 / 30$ | HEADWIN FAR EAST INTERNATIONAL CO | $3,272,732.00$ | USD | $310,000.00$ |
| $2014 / 04 / 30$ | NANTONG TENGFAN HOME TEXTILE CO LTD | $2,119,640.00$ | USD | $200,000.00$ |
| $2014 / 04 / 29$ | NANTONG BROAD TEXTILE CO LTD | $3,285,442.00$ | USD | $310,000.00$ |
| $2014 / 04 / 29$ | HEADWIN FAR EAST INTERNATIONAL CO | $3,709,370.00$ | USD | $350,000.00$ |
| $2014 / 04 / 29$ | HEADWIN FAR EAST INTERNATIONAL CO | $3,603,388.00$ | USD | $340,000.00$ |
| $2014 / 04 / 29$ | HEADWIN FAR EAST INTERNATIONAL CO |  |  |  |


| $2014 / 04 / 29$ | LINYI GRENE INDUSTRY AND TRADING CO | $3,179,460.00$ | USD | $300,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 04 / 25$ | HEADWIN FAR EAST INTERNATIONAL CO | $3,870,168.00$ | USD | $365,000.00$ |
| $2014 / 04 / 25$ | HEADWIN FAR EAST INTERNATIONAL CO | $4,082,232.00$ | USD | $385,000.00$ |
| $2014 / 04 / 25$ | HEADWIN FAR EAST INTERNATIONAL CO | $4,029,216.00$ | USD | $380,000.00$ |
| $2014 / 04 / 25$ | HEADWIN FAR EAST INTERNATIONAL CO | $3,923,184.00$ | USD | $370,000.00$ |
| $2014 / 04 / 24$ | SUNSHINE INTERNATIONAL IMP AND EXP | $530,160.00$ | USD | $50,000.00$ |
| $2014 / 04 / 24$ | SHUANGJIN INTERNATIONAL IMP AND EXP | $3,923,184.00$ | USD | $370,000.00$ |
| $2014 / 04 / 24$ | JIA RONG GROUP CO LIMITED | $3,180,960.00$ | USD | $300,000.00$ |
| $2014 / 04 / 24$ | GUANGZHOU LANGTING ELECTRONICS CO | $477,144.00$ | USD | $45,000.00$ |
| $2014 / 04 / 24$ | TRADE SMOOTH LIMITED | $3,534,046.56$ | USD | $333,300.00$ |
| $2014 / 04 / 24$ | TRADE SMOOTH LIMITED | $4,029,216.00$ | USD | $380,000.00$ |
| $2014 / 04 / 24$ | WIDOO CORPORATION | $230,089.44$ | USD | $21,700.00$ |
| $2014 / 04 / 23$ | TRADE SMOOTH LIMITED | $3,847,100.00$ | USD | $365,000.00$ |
| $2014 / 04 / 23$ | ONLYCHOICE IMPORT AND EXPORT | $49,915.33$ | USD | $4,735.80$ |
| $2014 / 04 / 23$ | SOCOO LIFE FURNITURE LIMITED | $51,340.34$ | USD | $4,871.00$ |
| $2014 / 04 / 23$ | TITOV SDN BHD | $60,204.48$ | USD | $5,712.00$ |
| $2014 / 04 / 23$ | QIA XING INVESTMENT INDUSTRIAL LTD | $179,548.90$ | USD | $17,035.00$ |
| $2014 / 04 / 23$ | TRADE SMOOTH LIMITED | $3,689,900.00$ | USD | $385,000.00$ |
| $2014 / 04 / 23$ | JIA RONG GROUP CO LIMITED | $121,581.00$ | USD | $350,000.00$ |
| $2014 / 04 / 23$ | F AND R CENIZA FAMILY TRADING CORP | $11,535.20$ |  |  |
| $2014 / 04 / 23$ | JIA RONG GROUP CO LIMITED | $3,622,840.42$ | USD | $343,723.00$ |
| $2014 / 04 / 23$ | NEW VICTORY ENTERPRISE LTD | $130,569.52$ | USD | $12,388.00$ |
| $2014 / 04 / 22$ | JR HOME FASHIONS INC | $3,693,372.85$ | USD | $349,960.00$ |
| $2014 / 04 / 22$ | CHANGSHU YONGLI IMP AND EXP CO LTD | $2,753,988.02$ | USD | $260,950.00$ |
| $2014 / 04 / 22$ | JIAERTE NANTONG TEXTILE CO LTD | $1,584,423.39$ | USD | $199,970.00$ |
| $2014 / 04 / 22$ | JIA RONG GROUP CO LIMITED | $3,165,793.069$ | USD | $150,150.00$ |
| $2014 / 04 / 22$ | JR HOME FASHIONS INC | $2,522,334.30$ | USD | $239,970.00$ |
| $2014 / 04 / 22$ | CHANGSHU YONGLI IMP AND EXP CO LTD | $3,517,500.00$ | USD | $335,000.00$ |
| $2014 / 04 / 16$ | HEADWIND FAR EAST INTERNATIONAL CO | $3,622,500.00$ | USD | $345,000.00$ |
| $2014 / 04 / 16$ | HEADWIND FAR EAST INTERNATIONAL CO | $320,000.00$ |  |  |
| $2014 / 04 / 16$ | HEADWIND FAR EAST INTERNATIONAL CO | $3,360,000.00$ | USD | $320,000.00$ |
| $2014 / 04 / 15$ | JIA RONG GROUP CO LIMITED | $3,363,200.00$ | USD |  |

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| $2014 / 04 / 15$ | EARTH POWER TRADING LIMITED | $3,941,250.00$ | USD | $375,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 04 / 15$ | GUANGZHOU LANGTING ELECTRONICS CO | $840,800.00$ | USD | $80,000.00$ |
| $2014 / 04 / 15$ | JIA RONG GROUP CO LIMITED | $3,783,600.00$ | USD | $360,000.00$ |
| $2014 / 04 / 15$ | EARTH POWER TRADING LIMITED | $3,83,150.00$ | USD | $365,000.00$ |
| $2014 / 04 / 14$ | TRADE SMOOTH LIMITED | $4,09,900.00$ | USD | $390,000.00$ |
| $2014 / 04 / 14$ | EARTH POWER TRADING LIMITED | $3,046,350.00$ | USD | $385,000.00$ |
| $2014 / 04 / 14$ | LING GONG | $4,151,300.00$ | USD | $330,000.00$ |
| $2014 / 04 / 14$ | EARTH POWER TRADING LIMITED | $3,574,056.80$ | USD | $395,000.00$ |
| $2014 / 04 / 11$ | TRADE SMOOTH LIMITED | $344,000.00$ |  |  |
| $2014 / 04 / 11$ | LING GONG | $3,116,910.00$ | USD | $300,000.00$ |
| $2014 / 04 / 11$ | TRADE SMOOTH LIMITED | $3,179,248.20$ | USD | $306,000.00$ |
| $2014 / 04 / 11$ | JIA RONG GROUP CO LIMITED | $3,598,395.00$ | USD | $350,000.00$ |
| $2014 / 04 / 10$ | JIA RONG GROUP CO LIMITED | $3,129,000.00$ | USD | $345,000.00$ |
| $2014 / 04 / 10$ | TRADE SMOOTH LIMITED | $2,610,000.00$ | USD | $300,000.00$ |
| $2014 / 04 / 10$ | TRADE SMOOTH LIMITED | $3,702,650.00$ | USD | $250,000.00$ |
| $2014 / 04 / 10$ | JIA RONG GROUP CO LIMITED | $190,456.42$ | USD | $355,000.00$ |
| $2014 / 04 / 09$ | SHANDONG QIANKUN PVC ROLL COVERING | $3,994,560.00$ | USD | $380,000.00$ |
| $2014 / 04 / 09$ | TRADE SMOOTH LIMITED | $291,729.02$ | USD | $27,752.00$ |
| $2014 / 04 / 09$ | ZHEJIANG GUTEN MOTOR ACCESSORY AND | $2,102,400.00$ | USD | $200,000.00$ |
| $2014 / 04 / 09$ | CELERTUS CO LTD | $3,363,840.00$ | USD | $320,000.00$ |
| $2014 / 04 / 09$ | TRADE SMOOTH LIMITED | $3,966,009.41$ | USD | $377,284.00$ |
| $2014 / 04 / 09$ | TRADE SMOOTH LIMITED | $3,573,400.00$ | USD | $340,000.00$ |
| $2014 / 04 / 08$ | TRADE SMOOTH LIMITED | $3,783,600.00$ | USD | $360,000.00$ |
| $2014 / 04 / 08$ | TRADE SMOOTH LIMITED | $78,130.50$ | USD | $7,350.00$ |
| $2014 / 04 / 08$ | H DAYA INTERNATIONAL CO LTD | $1,756,704.63$ | USD | $166,965.00$ |
| $2014 / 04 / 08$ | JIANGSU TIANMA TEXTILE CO LTD | $3,423,474.85$ | USD | $325,735.00$ |
| $2014 / 04 / 08$ | TRADE SMOOTH LIMITED | $3,188,468.50$ | USD | $299,950.00$ |
| $2014 / 04 / 08$ | CHANGSHU ZHONGYU WEAVING CO LTD | $2,658,669.30$ | USD | $250,110.00$ |
| $2014 / 04 / 07$ | TRADE SMOOTH LIMITED | $3,719,968.50$ | USD | $349,950.00$ |
| $2014 / 04 / 07$ | NANTONG DIXUAN HOME TEXTILE CO LTD | $149,970.00$ |  |  |
| $2014 / 04 / 07$ | NANTONG ANJU INTERNATIONAL TRADING | $3,594,181.10$ | USD |  |
| $2014 / 04 / 07$ | NANTONG DIXUAN HOME TEXILE CO LTD | $3,720,500.00$ | USD | 300.00 |


| $2014 / 04 / 07$ | SHANGQIU DAMINGFA PLUSH PRODUCTS | $2,125,681.10$ | USD | $199,970.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 04 / 07$ | SHAOXING SHENHUA TEXTILE CO LTD | $2,126,000.00$ | USD | $200,000.00$ |
| $2014 / 04 / 04$ | LII HEN FURNITURE SDN BHD | $51,665.51$ | USD | $4,853.50$ |
| $2014 / 04 / 04$ | JIAMUSI SEVEN COLOUR BLANKET | $1,600,179.90$ | USD | $149,970.00$ |
| $2014 / 04 / 04$ | EH AUTO | $21,900.00$ | USD | $20,000.00$ |
| $2014 / 04 / 04$ | ZOLANO DESIGN SDN BHD | $5,943,972.91$ | USD | $5,164.20$ |
| $2014 / 04 / 04$ | ZHEJIANG SHENGYU CLOTH CO LTD | $1,60,679.90$ | USD | $199,970.00$ |
| $2014 / 04 / 04$ | NINGBO FENGLI IMPORT AND EXPORT | $133,461.69$ | USD | $149,970.00$ |
| $2014 / 04 / 04$ | QIA XING INVESTMENT INDUSTRIAL LTD | $1,537.50$ |  |  |
| $2014 / 04 / 04$ | HANGZHOU YADA TEXTILE CO LTD | $1,596,430.65$ | USD | $149,970.00$ |
| $2014 / 04 / 04$ | STAR HUB SDN BHD | $84,292.43$ | USD | $7,918.50$ |
| $2014 / 04 / 04$ | HANGZHOU YIHUA IMPORT AND EXPORT | $2,133,067.62$ | USD | $199,970.00$ |
| $2014 / 04 / 04$ | FOSHAN CITY SHUNDE DISTRICT | $266,820.12$ | USD | $25,065.30$ |
| $2014 / 04 / 03$ | GAOYANG ZHENHUA WOOLLEN CO LTD | $1,710,621.52$ | USD | $161,960.00$ |
| $2014 / 04 / 03$ | CELERTUS CO LTD | $2,112,400.00$ | USD | $200,000.00$ |
| $2014 / 04 / 03$ | ALKONTISAH USED CARS AND SPARE | $145,755.60$ | USD | $13,800.00$ |
| $2014 / 04 / 03$ | NANTONG TENGFFAN HOME TEXTILE CO LTD | $2,112,083.14$ | USD | $199,970.00$ |
| $2014 / 04 / 03$ | TRADE SMOOTH LIMITED | $256,973.46$ | USD | $24,330.00$ |
| $2014 / 04 / 03$ | SHANGYU BAISHI UMBRELLA CO LTD | $2,112,083.14$ | USD | $199,970.00$ |
| $2014 / 04 / 03$ | SHAOXING SHENHUA TEXTILE CO LTD | $2,112,083.14$ | USD | $199,970.00$ |
| $2014 / 04 / 02$ | GUANGZHOU HEJI TRADE CO LTD | $1,778,596.51$ | USD | $168,427.70$ |
| $2014 / 04 / 02$ | CHANGSHU YONGLI IMP AND EXP CO LTD | $2,112,000.00$ | USD | $200,000.00$ |
| $2014 / 04 / 02$ | JIA RONG GROUP CO LIMITED | $529,795.20$ | USD | $50,170.00$ |
| $2014 / 04 / 02$ | ZHEJIANG SHENGYU CLOTH CO LTD | $2,111,577.60$ | USD | $199,960.00$ |
| $2014 / 04 / 02$ | HAIMEN JIEBO HOME TEXTILE CO LTD | $2,111,577.60$ | USD | $199,960.00$ |
| $2014 / 04 / 02$ | LING GONG | $419,983.66$ | USD | $39,771.18$ |
| $2014 / 04 / 02$ | CHANGSHU YONGLI IMP AND EXP CO LTD | $3,167,472.00$ | USD | $299,950.00$ |
| $2014 / 04 / 02$ | GUANGZHOU SHUNJIA FUR CO LTD | $2,111,577.60$ | USD | $199,960.00$ |
| $2014 / 04 / 02$ | DONGGUAN GOWII IMP AND EXP CO LTD | $981,867.00$ | USD | $92,979.83$ |
| $2014 / 04 / 02$ | GUANGZHOU HEJI TRADE CO LTD | $515,552.82$ | USD | $48,821.29$ |
| $2014 / 04 / 01$ | NANTONG BROAD TEXTILE CO LTD | $2,122,575.40$ | USD | $199,960.00$ |
| $2014 / 04 / 01$ | SHANGQIU DAMINGFA PLUSH PRODUCTS | $2,122,575.40$ | USD | $199,960.00$ |

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| $2014 / 04 / 01$ | NANTONG PIAOYOUJIA TEXTILE FABRICS | $2,122,575.40$ | USD | $199,960.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 04 / 01$ | NANTONG XINXIANGYUAN TEXTILE CO LTD | $2,64,822.93$ | USD | $249,960.00$ |
| $2014 / 04 / 01$ | JIA RONG GROUP CO LIMITED | $53,350.68$ | USD | $50,245.00$ |
| $2014 / 04 / 01$ | HENAN HAIXIN BLANKET TEXTLES CO | $4,22,524.80$ | USD | $399,955.00$ |
| $2014 / 04 / 01$ | NANTONG TENGFAN HOME TEXTILE CO LTD | $2,12,575.40$ | USD | $199,960.00$ |
| $2014 / 03 / 31$ | ALKONTISAH USED CARS AND SPARE | $31,500.00$ | USD | $30,000.00$ |
| $2014 / 03 / 31$ | COSMO SMART LIMITED | $2,343,450.00$ | USD | $220,000.00$ |
| $2014 / 03 / 31$ | COSMO SMART LIMITED | $2,822,250.00$ | USD | $265,000.00$ |
| $2014 / 03 / 31$ | COSMO SMART LIMITED | $370,800.00$ | USD | $235,000.00$ |
| $2014 / 03 / 28$ | INVESTMENT GROUP GMBH | $339,722.46$ | EUR | $25,000.00$ |
| $2014 / 03 / 28$ | WIDOO CORPORATION | $2,363,900.00$ | USD | $31,700.00$ |
| $2014 / 03 / 28$ | LANXI YATAI HOUSEHOLD TEXTILE CO | $3,223,500.00$ | USD | $220,000.00$ |
| $2014 / 03 / 28$ | JR HOME FASHIONS INC | $3,223,500.00$ | USD | $300,000.00$ |
| $2014 / 03 / 28$ | QINGHANG TRADING CO LIMITED | $1,826,650.00$ | USD | $300,000.00$ |
| $2014 / 03 / 28$ | SHAOXING SHENHUA TEXTILE CO LTD | $38,231.10$ | USD | $3,000.00$ |
| $2014 / 03 / 27$ | SHENZHEN FUHENG FURNITURE CO LTD | $2,440,209.90$ | USD | $228,057.00$ |
| $2014 / 03 / 27$ | JIA RONG GROUP CO LIMITED | $1,391,000.00$ | USD | $130,000.00$ |
| $2014 / 03 / 27$ | NANTONG TENGFAN HOME TEXTILE CO LTD | $1,070,000.00$ | USD | $100,000.00$ |
| $2014 / 03 / 27$ | SHANGYU BAISHI UMBERALLA CO LTD | $1,070,000.00$ | USD | $100,000.00$ |
| $2014 / 03 / 27$ | SHAOXING COUNTY KELI IMPORT AND | $1,070,000.00$ | USD | $100,000.00$ |
| $2014 / 03 / 27$ | CHANGSHU OU RUI TEXTILE CO LTD | $75,306.60$ | USD | $7,038.00$ |
| $2014 / 03 / 27$ | HONG KONG BENQI FURNITURE LIMITED | $267,264.60$ | USD | $24,978.00$ |
| $2014 / 03 / 27$ | SHENZHEN FUHENG FURNITURE CO LTD | $1,070,000.00$ | USD | $100,000.00$ |
| $2014 / 03 / 27$ | NANTONG PIAOYOUJIA TEXTILE FABRICS | $67,987.80$ | USD | $6,354.00$ |
| $2014 / 03 / 27$ | DYNAMIC FURNITURE INDUSTRIES M | $3,638,000.00$ | USD | $340,000.00$ |
| $2014 / 03 / 27$ | COSMO SMART LIMITED | $3,852,000.00$ | USD | $360,000.00$ |
| $2014 / 03 / 27$ | COSMO SMART LIMITED | $2,164,000.00$ | USD | $200,000.00$ |
| $2014 / 03 / 26$ | NINGBO FENGLIMPORT AND EXPORT | $1,623,000.00$ | USD | $150,000.00$ |
| $2014 / 03 / 26$ | VOGEN INDUSTRY SHANGHAI CO LTD | $1,082,000.00$ | USD | $100,000.00$ |
| $2014 / 03 / 26$ | CELERTUS CO LTD | $1,298,400.00$ | USD | $120,000.00$ |
| $2014 / 03 / 26$ | NANTONG JIN LING YANG TEXTILE CO | $1,082,000.00$ | USD | $100,000.00$ |
| $2014 / 03 / 26$ | NANTONG GOMAA INTERNATIONAL CO LTD |  |  |  |


| $2014 / 03 / 26$ | ANXIN YUDA BLANKET TEXTILE CO LTD | $1,731,200.00$ | USD | $160,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 03 / 26$ | NANTONG XINMAOTAI HOUSEHOLD | $2,380,400.00$ | USD | $220,000.00$ |
| $2014 / 03 / 26$ | GUANGZHOU LANGTING ELECTRONICS CO | $1,082,000.00$ | USD | $100,000.00$ |
| $2014 / 03 / 26$ | CHANGSHU BOHONG IMP AND EXP CO LTD | $1,62,000.00$ | USD | $150,000.00$ |
| $2014 / 03 / 26$ | NANTONG DUOFEN TEXTILE CO LTD | $2,164,000.00$ | USD | $200,000.00$ |
| $2014 / 03 / 25$ | JIA RONG GROUP CO LIMITED | $2,928,150.00$ | USD | $270,000.00$ |
| $2014 / 03 / 25$ | JIA RONG GROUP CO LIMITED | $2,765,475.00$ | USD | $255,000.00$ |
| $2014 / 03 / 25$ | JIA RONG GROUP CO LIMITED | $3,8731,925.00$ | USD | $265,000.00$ |
| $2014 / 03 / 25$ | COSMO SMART LIMITED | $3,253,950.00$ | USD | $310,000.00$ |
| $2014 / 03 / 25$ | COSMO SMART LIMITED | $2,822,268.28$ | USD | $300,000.00$ |
| $2014 / 03 / 24$ | JIA RONG GROUP CO LIMITED | $1,732,800.00$ | USD | $260,000.00$ |
| $2014 / 03 / 24$ | SHAOXING SHENHUA TEXTILE CO LTD | $2,166,000.00$ | USD | $160,000.00$ |
| $2014 / 03 / 24$ | QINGHANG TRADING CO LIMITED | $2,599,200.00$ | USD | $200,000.00$ |
| $2014 / 03 / 24$ | NANTONG KAINUO TEXTILE CO LTD | $1,083,000.00$ | USD | $240,000.00$ |
| $2014 / 03 / 24$ | LIANYUNGANG FEIYAN BLANKETS CO LTD | $2,815,800.00$ | USD | $200,000.00$ |
| $2014 / 03 / 24$ | NANTONG KAINUO TEXTILE CO LTD | $2,166,000.00$ | USD | $200,000.00$ |
| $2014 / 03 / 24$ | NANTONG OULU TEXTILE CO LTD | $118,752.37$ | USD | $11,102.71$ |
| $2014 / 03 / 20$ | GUANGDONG XINYI FOREIGN TRADE | $1,164,743.63$ | USD | $108,897.29$ |
| $2014 / 03 / 20$ | SHUANGJIN INTERNATIONAL IMP AND EXP | $4,032,316.60$ | USD | $377,000.00$ |
| $2014 / 03 / 20$ | EARTH POWER TRADING LIMITED | $3,133,869.40$ | USD | $293,000.00$ |
| $2014 / 03 / 20$ | MAR EURO INTERNATIONAL | $2,941,748.00$ | USD | $275,000.00$ |
| $2014 / 03 / 20$ | MAR EURO INTERNATIONAL | $3,050,070.00$ | USD | $285,000.00$ |
| $2014 / 03 / 20$ | MAR EURO INTERNATIONAL | $2,354,000.00$ | USD | $220,000.00$ |
| $2014 / 03 / 19$ | JIA RONG GROUP CO LIMITED | $2,621,500.00$ | USD | $245,000.00$ |
| $2014 / 03 / 19$ | JIA RONG GROUP CO LIMITED | $1,070,000.00$ | USD | $100,000.00$ |
| $2014 / 03 / 19$ | CELERTUS CO LTD | $2,782,000.00$ | USD | $260,000.00$ |
| $2014 / 03 / 19$ | MAR EURO INTERNATIONAL | $3,745,000.00$ | USD | $350,000.00$ |
| $2014 / 03 / 19$ | XI HU TRADING LIMITED | $2,985,300.00$ | USD | $279,000.00$ |
| $2014 / 03 / 19$ | MAR EURO INTERNATIONAL | $4,245,912.00$ | USD | $396,000.00$ |
| $2014 / 03 / 18$ | TRADE SMOOTH LIMITED | $4,235,190.00$ | USD | $395,000.00$ |
| $2014 / 03 / 18$ | TRADE SMOOTH LIMITED | $3,745,000.00$ | USD | $350,000.00$ |
| $2014 / 03 / 18$ | MAR EURO INTERNATIONAL |  |  |  |


| $2014 / 03 / 18$ | MAR EURO INTERNATIONAL | $3,830,600.00$ | USD | $358,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2014 / 03 / 17$ | TRADE SMOOTH LIMITED | $4,438,080.00$ | USD | $414,000.00$ |
| $2014 / 03 / 17$ | TRADE SMOOTH LIMITED | $4,266,560.00$ | USD | $398,000.00$ |
| $2014 / 03 / 17$ | TRADE SMOOTH LIMITED | $4,255,840.00$ | USD | $397,000.00$ |
| $2014 / 03 / 14$ | XI HU TRADING LIMITED | $2,477,100.00$ | USD | $23,000.00$ |
| $2014 / 03 / 14$ | XI HU TRADING LIMITED | $3,015,600.00$ | USD | $280,000.00$ |
| $2014 / 03 / 14$ | XI HU TRADING LIMITED | $3,123,300.00$ | USD | $290,000.00$ |
| $2014 / 03 / 13$ | GUANGDONG DONGFANG IMP AND EXP | $1,259,760.00$ | USD | $116,000.00$ |
| $2014 / 03 / 13$ | TRADE SMOOTH LIMITED | $1,998,240.00$ | USD | $184,000.00$ |
| $2014 / 03 / 13$ | XI HU TRADING LIMITED | $3,909,600.00$ | USD | $360,000.00$ |
| $2014 / 03 / 13$ | XI HU TRADING LIMITED | $2,136,400.00$ | USD | $340,000.00$ |
| $2014 / 03 / 12$ | SHAOXING SHENHUA TEXTILE CO LTD | $1,709,440.00$ | USD | $200,000.00$ |
| $2014 / 03 / 12$ | RANOONA ELECTRONIC | $3,044,940.00$ | USD | $160,000.00$ |
| $2014 / 03 / 12$ | TRADE SMOOTH LIMITED | $3,578,470.00$ | USD | $285,000.00$ |
| $2014 / 03 / 11$ | TRADE SMOOTH LIMITED | $3,792,110.00$ | USD | $335,000.00$ |
| $2014 / 03 / 11$ | TRADE SMOOTH LIMITED | $3,550,921.12$ | USD | $355,000.00$ |
| $2014 / 03 / 11$ | TRADE SMOOTH LIMITED | $2,136,400.00$ | USD | $332,421.00$ |
| $2014 / 03 / 11$ | CELERTUS CO LTD | $101,321.97$ | USD | $200,000.00$ |
| $2014 / 03 / 11$ | EVERGO INTERNATIONAL ENTERPRISE | $191,349.87$ | USD | $9,485.30$ |
| $2014 / 03 / 11$ | KANGBAO FURNITURE LTD | $55,337.03$ | USD | $17,913.30$ |
| $2014 / 03 / 11$ | ZOLANO DESIGN SDN BHD | $1,068,200.00$ | USD | $5,180.40$ |
| $2014 / 03 / 11$ | MANWIN LIMITED | $2,715,750.00$ | USD | $100,000.00$ |
| $2014 / 03 / 10$ | TRADE SMOOTH LIMITED | $3,074,000.00$ | USD | $255,000.00$ |
| $2014 / 03 / 10$ | TRADE SMOOTH LIMITED | $3,816,000.00$ | USD | $290,000.00$ |
| $2014 / 03 / 10$ | TRADE SMOOTH LIMITED | $3,710,000.00$ | USD | $360,000.00$ |
| $2014 / 03 / 10$ | TRADE SMOOTH LIMITED | $2,609,250.00$ | USD | $350,000.00$ |
| $2014 / 03 / 10$ | TRADE SMOOTH LIMITED | $85,440.00$ | USD | $245,000.00$ |
| $2014 / 03 / 07$ | LING GONG | $1,000.00$ |  |  |
| $2014 / 03 / 07$ | FREEDOM TRADING | $1,609,000.00$ | USD | $175,000.00$ |
| $2014 / 00 / 07$ | CELERTUS CO LTD | $2,531,160.00$ | USD | $150,000.00$ |
| $2014 / 00 / 07$ | TRADE SMOOTH LIMITED | $237,000.00$ |  |  |
| $2014 / 03 / 07$ | RANOONA ELECTRONIC | $2,029,200.00$ | USD | $190,000.00$ |

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| $2013 / 07 / 31$ | MAR EURO INTERNATIONAL | $2,451,250.00$ | USD | $250,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2013 / 07 / 30$ | SANNY TRADING LIMITED | $1,714,444.65$ | USD | $174,765.00$ |
| $2013 / 07 / 30$ | ARMAZENS INTERNATIONAL TRADING LTD | $769,251.15$ | USD | $78,415.00$ |
| $2013 / 07 / 30$ | MAR EURO INTERNATIONAL | $1,47,544.20$ | USD | $150,820.00$ |
| $2013 / 07 / 29$ | AAN INPEX GENERAL TRADING LLC | $2,911,800.00$ | USD | $300,000.00$ |
| $2013 / 07 / 26$ | MAR EURO INTERNATIONAL | $96,000.00$ | USD | $100,000.00$ |
| $2013 / 07 / 26$ | GUANGZHOU LANGTING ELECTRONICS CO | $1,930,715.00$ | USD | $130,000.00$ |
| $2013 / 07 / 26$ | AAN INPEX GENERAL TRADING LLC | $1,003,600.00$ | USD | $200,000.00$ |
| $2013 / 07 / 25$ | SANNY TRADING LIMITED | $2,856,400.00$ | USD | $104,000.00$ |
| $2013 / 07 / 25$ | HAO GU | $2,128,770.00$ | USD | $296,000.00$ |
| $2013 / 07 / 24$ | MAR EURO INTERNATIONAL | $2,118,960.00$ | USD | $217,000.00$ |
| $2013 / 07 / 24$ | MAR EURO INTERNATIONAL | $2,051,753.00$ | USD | $216,000.00$ |
| $2013 / 07 / 23$ | MAR EURO INTERNATIONAL | $2,064,300.00$ | USD | $209,000.00$ |
| $2013 / 07 / 22$ | MAR EURO INTERNATIONAL | $1,867,700.00$ | USD | $210,000.00$ |
| $2013 / 07 / 22$ | MAR EURO INTERNATIONAL | $1,966,900.00$ | USD | $200,000.00$ |
| $2013 / 07 / 19$ | MAR EURO INTERNATIONAL | $491,325.00$ | USD | $50,000.00$ |
| $2013 / 07 / 18$ | SANNY TRADING LIMITED | $206,356.50$ | USD | $21,000.00$ |
| $2013 / 07 / 18$ | GUANGZHOU LANGTING ELECTRONICS CO | $1,758,943.50$ | USD | $179,000.00$ |
| $2013 / 07 / 18$ | GUANGZHOU LANGTING ELECTRONICS CO | $1,230,010.60$ | USD | $124,495.00$ |
| $2013 / 07 / 16$ | SANNY TRADING LIMITED | $2,721,989.40$ | USD | $275,505.00$ |
| $2013 / 07 / 16$ | LING GONG | $993,000.00$ | USD | $100,000.00$ |
| $2013 / 07 / 12$ | RIBENKS CORPORATION | $993,000.00$ | USD | $100,000.00$ |
| $2013 / 07 / 12$ | ARMAZENS INTERNATIONAL TRADING | $1,975,200.00$ | USD | $200,000.00$ |
| $2013 / 07 / 08$ | HAO GU | $383,200.65$ | USD | $38,045.00$ |
| $2013 / 07 / 05$ | EARTH POWER TRADING LIMITED | $891,495.00$ | USD | $90,000.00$ |
| $2013 / 07 / 05$ | GUANGZHOU LANGTING ELECTRONICS CO | $1,974,000.00$ | USD | $200,000.00$ |
| $2013 / 07 / 03$ | HAO GU | $1,974,000.00$ | USD | $200,000.00$ |
| $2013 / 07 / 03$ | EARTH POWER TRADING LIMITED | $2,088,660.00$ | USD | $210,000.00$ |
| $2013 / 07 / 02$ | HAO GU | $1,889,740.00$ | USD | $190,000.00$ |
| $2013 / 07 / 02$ | HAO GU | $2,485,000.00$ | USD | $250,000.00$ |
| $2013 / 06 / 28$ | EARTH POWER TRADING LIMITED | $502,275.00$ | USD | $50,000.00$ |
| $2013 / 06 / 27$ | EARTH POWER TRADING LIMITED |  |  |  |


| $2013 / 06 / 25$ | ARMAZENS INTERNATIONAL TRADING | $2,003,970.00$ | USD | $201,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2013 / 06 / 25$ | ARMAZENS INTERNATIONAL TRADING | $1,994,000.00$ | USD | $200,000.00$ |
| $2013 / 06 / 19$ | SANNY TRADING LIMITED | $1,977,662.00$ | USD | $19,000.00$ |
| $2013 / 06 / 19$ | EARTH POWER TRADING LIMITED | $1,997,538.00$ | USD | $201,000.00$ |
| $2013 / 06 / 18$ | SANNY TRADING LIMITED | $2,795,950.00$ | USD | $281,000.00$ |
| $2013 / 06 / 18$ | HAO GU | $9,05,050.00$ | USD | $99,000.00$ |
| $2013 / 06 / 14$ | LING GONG | $1,993,975.00$ | USD | $201,000.00$ |
| $2013 / 06 / 14$ | HAO GU | $1,476,300.00$ | USD | $200,000.00$ |
| $2013 / 06 / 13$ | SANNY TRADING LIMITED | $148,000.00$ |  |  |
| $2013 / 06 / 13$ | ARMAZENS INTERNATIONAL TRADING | $2,507,400.00$ | USD | $252,000.00$ |
| $2013 / 06 / 12$ | GUANGZHOU LANGTING ELECTRONICS CO | $1,700,816.00$ | USD | $170,000.00$ |
| $2013 / 06 / 07$ | ARMAZENS INTERNATIONAL TRADING | $795,096.40$ | USD | $79,485.00$ |
| $2013 / 06 / 04$ | ARMAZENS INTERNATIONAL TRADING | $1,471,500.00$ | USD | $150,000.00$ |
| $2013 / 06 / 04$ | ARMAZENS INTERNATIONAL TRADING | $1,481,310.00$ | USD | $151,000.00$ |
| $2013 / 05 / 16$ | SANNY TRADING LIMITED | $1,393,350.00$ | USD | $150,000.00$ |
| $2013 / 05 / 16$ | SANNY TRADING LIMITED | $1,569,841.00$ | USD | $169,000.00$ |
| $2013 / 05 / 16$ | ONE TO ALL COMPUTER TRADING LLC | $927,079.00$ | USD | $111,000.00$ |
| $2013 / 05 / 15$ | GUANGZHOU LANGTING ELECTRONICS CO | $564,914.40$ | USD | $100,000.00$ |
| $2013 / 05 / 14$ | BAAN TRADING LLC | $1,992,435.95$ | USD | $61,500.00$ |
| $2013 / 05 / 13$ | BAAN TRADING LLC | $2,006,114.00$ | USD | $218,500.00$ |
| $2013 / 05 / 13$ | BAAN TRADING LLC | $1,315,585.00$ | USD | $220,000.00$ |
| $2013 / 05 / 10$ | EARTH POWER TRADING LIMITED | $1,351,877.00$ | USD | $145,000.00$ |
| $2013 / 05 / 10$ | ARMAZENS INTERNATIONAL TRADING | $1,333,731.00$ | USD | $149,000.00$ |
| $2013 / 05 / 10$ | SANNY TRADING LIMITED | $1,347,340.45$ | USD | $147,000.00$ |
| $2013 / 05 / 09$ | SANNY TRADING LIMITED | $1,297,425.60$ | USD | $149,540.00$ |
| $2013 / 05 / 09$ | ARMAZENS INTERNATIONAL TRADING | $1,351,485.00$ | USD | $144,000.00$ |
| $2013 / 05 / 09$ | EARTH POWER TRADING LIMITED | $1,346,602.40$ | USD | $149,000.00$ |
| $2013 / 05 / 08$ | ARMAZENS INTERNATIONAL TRADING | $1,292,376.80$ | USD | $143,000.00$ |
| $2013 / 05 / 08$ | EARTH POWER TRADING LIMITED | $1,355,640.00$ | USD | $150,000.00$ |
| $2013 / 05 / 08$ | SANNY TRADING LIMITED | $1,00,000.00$ |  |  |
| $2013 / 05 / 07$ | SANNY TRADING LIMITED | $1,280,669.00$ | USD | USD |
| $2013 / 05 / 07$ | EARTH POWER TRADING LIMITED |  | $142,000.00$ |  |


| $2013 / 05 / 07$ | ARMAZENS INTERNATIONAL TRADING | $1,317,646.68$ | USD | $146,100.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2013 / 05 / 07$ | ARMAZENS INTERNATIONAL TRADING | $35,173.32$ | USD | $3,900.00$ |
| $2013 / 05 / 06$ | SANNY TRADING LIMITED | $1,900,958.11$ | USD | $212,260.00$ |
| $2013 / 05 / 06$ | T AND JECHNOLOGY LIMITED | $1,063,411.69$ | USD | $118,740.00$ |
| $2013 / 05 / 06$ | ONE TO ALL COMPUTER TRADING LLC | $9,029,917.00$ | USD | $115,000.00$ |
| $2013 / 05 / 03$ | ONE TO ALL COMPUTER TRADING LLC | $9,651,611.00$ | USD | $110,000.00$ |
| $2013 / 05 / 03$ | SANNY TRADING LIMITED | $1,353,780.00$ | USD | $183,000.00$ |
| $2013 / 05 / 03$ | EARTH POWER TRADING LIMITED | $1,333,790.80$ | USD | $150,000.00$ |
| $2013 / 05 / 02$ | ONE TO ALL COMPUTER TRADING LLC | $901,210.00$ | USD | $148,000.00$ |
| $2013 / 05 / 02$ | GUANGZHOU LANGTING ELECTRONICS CO | $1,752,828.11$ | USD | $100,000.00$ |
| $2013 / 05 / 02$ | SANNY TRADING LIMITED | $333,447.70$ | USD | $37,000.00$ |
| $2013 / 04 / 30$ | ONE TO ALL COMPUTER TRADING LLC | $1,811,010.00$ | USD | $201,000.00$ |
| $2013 / 04 / 30$ | BAAN TRADING LLC | $1,793,305.00$ | USD | $199,000.00$ |
| $2013 / 04 / 30$ | BAAN TRADING LLC | $1,110,053.76$ | USD | $122,145.00$ |
| $2013 / 04 / 29$ | ARMAZENS INTERNATIONAL TRADING | $1,354,112.00$ | USD | $149,000.00$ |
| $2013 / 04 / 29$ | ONE TO ALL COMPUTER TRADING LLC | $1,534,554.24$ | USD | $168,855.00$ |
| $2013 / 04 / 29$ | SANNY TRADING LIMITED | $1,373,310.00$ | USD | $150,000.00$ |
| $2013 / 04 / 26$ | ONE TO ALL COMPUTER TRADING LLC | $712,290.12$ | USD | $77,800.00$ |
| $2013 / 04 / 26$ | SANNY TRADING LIMITED | $661,019.88$ | USD | $72,200.00$ |
| $2013 / 04 / 26$ | SANNY TRADING LIMITED | $1,245,134.40$ | USD | $136,000.00$ |
| $2013 / 04 / 26$ | ARMAZENS INTERNATIONAL TRADING | $916,272.00$ | USD | $100,800.00$ |
| $2013 / 04 / 25$ | SANNY TRADING LIMITED | $1,090,800.00$ | USD | $120,000.00$ |
| $2013 / 04 / 25$ | ONE TO ALL COMPUTER TRADING LLC | $272,700.00$ | USD | $30,000.00$ |
| $2013 / 04 / 25$ | LING GONG | $1,265,328.00$ | USD | $139,200.00$ |
| $2013 / 04 / 25$ | ARMAZENS INTERNATIONAL TRADING | $597,341.08$ | USD | $64,655.00$ |
| $2013 / 04 / 24$ | ARMAZENS INTERNATIONAL TRADING | $1,381,631.30$ | USD | $149,545.00$ |
| $2013 / 04 / 24$ | EARTH POWER TRADING LIMITED | $2,012,232.42$ | USD | $217,800.00$ |
| $2013 / 04 / 24$ | SANNY TRADING LIMITED | $1,391,250.00$ | USD | $150,000.00$ |
| $2013 / 04 / 23$ | ARMAZENS INTERNATIONAL TRADING | $1,391,250.00$ | USD | $150,000.00$ |
| $2013 / 04 / 23$ | EARTH POWER TRADING LIMITED | $1,113,000.00$ | USD | $120,000.00$ |
| $2013 / 04 / 23$ | SANNY TRADING LIMITED | $150,000.00$ |  |  |
| $2013 / 04 / 19$ | ARMAZENS INTERNATIONAL TRADING |  |  |  |


| $2013 / 04 / 19$ | EARTH POWER TRADING LIMITED | $1,371,000.00$ | USD | $150,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2013 / 04 / 19$ | SANNY TRADING LIMITED | $1,252,180.00$ | USD | $137,000.00$ |
| $2013 / 04 / 17$ | SANNY TRADING LIMITED | $1,259,940.00$ | USD | $13,000.00$ |
| $2013 / 04 / 17$ | ARMAZENS INTERNATIONAL TRADING | $1,369,500.00$ | USD | $150,000.00$ |
| $2013 / 04 / 17$ | EARTH POWER TRADING LIMITED | $1,369,500.00$ | USD | $150,000.00$ |
| $2013 / 04 / 16$ | BAAN TRADING LLC | $1,839,540.00$ | USD | $200,000.00$ |
| $2013 / 04 / 15$ | GUANGZHOU LANGTING ELECTRONICS CO | $904,950.00$ | USD | $100,000.00$ |
| $2013 / 04 / 15$ | CELERTUS CO LTD | $1,538,415.00$ | USD | $170,000.00$ |
| $2013 / 04 / 15$ | EARTH POWER TRADING LIMITED | $1,538,489.50$ | USD | $171,000.00$ |
| $2013 / 04 / 12$ | BAAN TRADING LLC | $2,225,000.00$ | USD | $250,000.00$ |
| $2013 / 04 / 12$ | EARTH POWER TRADING LIMITED | $887,000.00$ | USD | $100,000.00$ |
| $2013 / 04 / 12$ | ARMAZENS INTERNATIONAL TRADING | $887,000.00$ | USD | $100,000.00$ |
| $2013 / 04 / 11$ | EARTH POWER TRADING LIMITED | $1,347,450.00$ | USD | $150,000.00$ |
| $2013 / 04 / 11$ | ARMAZENS INTERNATIONAL TRADING | $1,345,425.30$ | USD | $150,000.00$ |
| $2013 / 04 / 11$ | SANNY TRADING LIMITED | $1,305,721.80$ | USD | $146,000.00$ |
| $2013 / 04 / 10$ | CELERTUS CO LTD | $1,815,900.00$ | USD | $200,000.00$ |
| $2013 / 04 / 10$ | EARTH POWER TRADING LIMITED | $1,100,615.13$ | USD | $122,522.00$ |
| $2013 / 04 / 10$ | SANNY TRADING LIMITED | $1,081,964.75$ | USD | $120,000.00$ |
| $2013 / 04 / 09$ | ARMAZENS INTERNATIONAL TRADING | $1,344,831.75$ | USD | $148,000.00$ |
| $2013 / 04 / 09$ | EARTH POWER TRADING LIMITED | $1,359,025.00$ | USD | $149,500.00$ |
| $2013 / 04 / 09$ | SANNY TRADING LIMITED | $1,289,289.00$ | USD | $142,000.00$ |
| $2013 / 04 / 08$ | YEAR PROSPECT LIMITED | $1,328,200.00$ | USD | $145,000.00$ |
| $2013 / 04 / 08$ | YEAR PROSPECT LIMITED | $1,196,296.00$ | USD | $130,600.00$ |
| $2013 / 04 / 08$ | YEAR PROSPECT LIMITED | $1,341,940.00$ | USD | $146,500.00$ |
| $2013 / 04 / 05$ | YEAR PROSPECT LIMITED | $1,380,000.00$ | USD | $150,000.00$ |
| $2013 / 04 / 05$ | YEAR PROSPECT LIMITED | $1,297,200.00$ | USD | $141,000.00$ |
| $2013 / 04 / 05$ | YEAR PROSPECT LIMITED | $1,315,600.00$ | USD | $143,000.00$ |
| $2013 / 04 / 04$ | GUANGZHOU LANGTING ELECTRONICS CO | $566,885.20$ | USD | $61,000.00$ |
| $2013 / 04 / 04$ | YEAR PROSPECT LIMITED | $1,139,080.00$ | USD | $123,900.00$ |
| $2013 / 04 / 03$ | ARMAZENS INTERNATIONAL TRADING | $1,012,920.00$ | USD | $110,100.00$ |
| $2013 / 04 / 03$ | CELERTUS CO LTD | $1,840,000.00$ | USD | $200,000.00$ |
| $2013 / 04 / 02$ | YEAR PROSPECT LIMITED | $1,203,280.00$ | USD | $130,000.00$ |


| $2013 / 04 / 02$ | ARMAZENS INTERNATIONAL TRADING | $1,388,400.00$ | USD | $150,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2013 / 04 / 02$ | SANNY TRADING LIMITED | $1,388,400.00$ | USD | $150,000.00$ |
| $2013 / 03 / 28$ | ARMAZENS INTERNATIONAL TRADING | $1,251,112.50$ | USD | $135,000.00$ |
| $2013 / 03 / 28$ | SANNY TRADING LIMITED | $1,297,450.00$ | USD | $140,000.00$ |
| $2013 / 03 / 28$ | EARTH POWER TRADING LIMITED | $1,436,462.50$ | USD | $155,000.00$ |
| $2013 / 03 / 27$ | YEAR PROSPECT LIMITED | $1,297,590.00$ | USD | $140,000.00$ |
| $2013 / 03 / 27$ | ARMAZENS INTERNATIONAL TRADING | $1,390,590.00$ | USD | $140,000.00$ |
| $2013 / 03 / 27$ | SANNY TRADING LIMITED | $936,270.00$ | USD | $150,000.00$ |
| $2013 / 03 / 26$ | CELERTUS CO LTD | $1,103,130.00$ | USD | $101,000.00$ |
| $2013 / 03 / 26$ | ARMAZENS INTERNATIONAL TRADING | $1,010,430.00$ | USD | $119,000.00$ |
| $2013 / 03 / 26$ | CELERTUS CO LTD | $936,270.00$ | USD | $109,000.00$ |
| $2013 / 03 / 26$ | YEAR PROSPECT LIMITED | $1,367,890.00$ | USD | $101,000.00$ |
| $2013 / 03 / 20$ | ARMAZENS INTERNATIONAL TRADING | $1,250,510.25$ | USD | $148,000.00$ |
| $2013 / 03 / 20$ | SANNY TRADING LIMITED | $1,377,132.50$ | USD | $135,300.00$ |
| $2013 / 03 / 20$ | EARTH POWER TRADING LIMITED | $1,251,980.94$ | USD | $149,000.00$ |
| $2013 / 03 / 19$ | EARTH POWER TRADING LIMITED | $1,373,675.70$ | USD | $139,800.00$ |
| $2013 / 03 / 19$ | ARMAZENS INTERNATIONAL TRADING | $1,373,675.70$ | USD | $149,000.00$ |
| $2013 / 03 / 19$ | YEAR PROSPECT LIMITED | $1,384,215.00$ | USD | $150,000.00$ |
| $2013 / 03 / 18$ | YEAR PROSPECT LIMITED | $1,230,105.73$ | USD | $133,300.00$ |
| $2013 / 03 / 18$ | SANNY TRADING LIMITED | $1,384,215.00$ | USD | $150,000.00$ |
| $2013 / 03 / 18$ | ARMAZENS INTERNATIONAL TRADING | $1,308,582.88$ | USD | $142,245.00$ |
| $2013 / 03 / 15$ | COOL LEAD LIMITED | $1,348,655.90$ | USD | $146,601.00$ |
| $2013 / 03 / 15$ | COOL LEAD LIMITED | $1,268,187.87$ | USD | $137,854.00$ |
| $2013 / 03 / 15$ | COOL LEAD LIMITED | $1,316,319.25$ | USD | $142,102.00$ |
| $2013 / 03 / 14$ | COOL LEAD LIMITED | $1,376,159.52$ | USD | $148,562.00$ |
| $2013 / 03 / 14$ | COOL LEAD LIMITED | $1,307,371.00$ | USD | $141,136.00$ |
| $2013 / 03 / 14$ | COOL LEAD LIMITED | $1,375,755.00$ | USD | $150,000.00$ |
| $2013 / 03 / 13$ | CELERTUS CO LTD | $1,324,169.55$ | USD | $146,500.00$ |
| $2013 / 03 / 06$ | COOL LEAD LIMITED | $1,354,901.13$ | USD | $149,900.00$ |
| $2013 / 03 / 06$ | ARMAZENS INTERNATIONAL TRADING | $1,316,034.72$ | USD | $145,600.00$ |
| $2013 / 03 / 06$ | SANNY TRADING LIMITED | $1,325,519.40$ | USD | $146,000.00$ |
| $2013 / 03 / 05$ | COOL LEAD LIMITED |  |  |  |


| $2013 / 03 / 05$ | ARMAZENS INTERNATIONAL TRADING | $1,352,756.10$ | USD | $149,000.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2013 / 03 / 05$ | SANNY TRADING LIMITED | $1,316,440.50$ | USD | $145,000.00$ |
| $2013 / 03 / 04$ | CELERTUS CO LTD | $637,588.00$ | USD | $7,000.00$ |
| $2013 / 03 / 01$ | YEAR PROSPECT LIMITED | $1,345,470.00$ | USD | $149,000.00$ |
| $2013 / 03 / 01$ | COOL LEAD LIMITED | $1,345,470.00$ | USD | $149,000.00$ |
| $2013 / 03 / 01$ | ARMAZENS INTERNATIONAL TRADING | $1,354,500.00$ | USD | $150,000.00$ |
| $2013 / 02 / 28$ | EARTH POWER TRADING LIMITED | $1,159,345.80$ | USD | $130,800.00$ |
| $2013 / 02 / 28$ | ARMAZENS INTERNATIONAL TRADING | $7,240,890.00$ | USD | $140,000.00$ |
| $2013 / 02 / 28$ | COOL LEAD LIMITED | $797,487.70$ | USD | $90,200.00$ |
| $2013 / 02 / 28$ | SANNY TRADING LIMITED | $1,321,302.00$ | USD | $90,000.00$ |
| $2013 / 02 / 27$ | BAAN TRADING LLC | $886,780.00$ | USD | $149,000.00$ |
| $2013 / 02 / 27$ | CELERTUS CO LTD | $888,553.56$ | USD | $100,000.00$ |
| $2013 / 02 / 27$ | EARTH POWER TRADING LIMITED | $902,742.04$ | USD | $100,200.00$ |
| $2013 / 02 / 27$ | YEAR PROSPECT LIMITED | $746,247.60$ | USD | $101,800.00$ |
| $2013 / 02 / 26$ | EARTH POWER TRADING LIMITED | $1,305,933.30$ | USD | $144,000.00$ |
| $2013 / 02 / 26$ | COOL LEAD LIMITED | $977,229.00$ | USD | 147000.00 |
| $2013 / 02 / 26$ | SANNY TRADING LIMITED | $968,345.10$ | USD | $109,000.00$ |
| $2013 / 02 / 26$ | YEAR PROSPECT LIMITED | $1,332,551.04$ | USD | $149,900.00$ |
| $2013 / 02 / 25$ | YEAR PROSPECT LIMITED | $1,333,146.64$ | USD | $149,967.00$ |
| $2013 / 02 / 25$ | COOL LEAD LIMITED | $1,330,177.52$ | USD | $149,633.00$ |
| $2013 / 02 / 25$ | EARTH POWER TRADING LIMITED | $975,806.44$ | USD | $110,012.00$ |
| $2013 / 02 / 22$ | SANNY TRADING LIMITED | $1,022,480.38$ | USD | $115,274.00$ |
| $2013 / 02 / 22$ | YEAR PROSPECT LIMITED | $974,218.71$ | USD | $109,833.00$ |
| $2013 / 02 / 22$ | COOL LEAD LIMITED | $1,018,994.47$ | USD | $114,881.00$ |
| $2013 / 02 / 22$ | EARTH POWER TRADING LIMITED | $1,334,941.67$ | USD | $149,580.00$ |
| $2013 / 02 / 21$ | YEAR PROSPECT LIMITED | $1,319,635.98$ | USD | $147,865.00$ |
| $2013 / 02 / 21$ | EARTH POWER TRADING LIMITED | $1,334,718.55$ | USD | $149,555.00$ |
| $2013 / 02 / 21$ | COOL LEAD LIMITED | $995,344.99$ | USD | $112,254.00$ |
| $2013 / 02 / 20$ | EARTH POWER TRADING LIMITED | $1,023,648.14$ | USD | $115,446.00$ |
| $2013 / 02 / 20$ | YEAR PROSPECT LIMITED | $876,537.40$ | USD | $98,855.00$ |
| $2013 / 02 / 20$ | SANNY TRADING LIMITED | $1,094,574.47$ | USD | $123,445.00$ |
| $2013 / 02 / 20$ | COOL LEAD LIMITED |  |  |  |

"TT2" p 33

| $2013 / 02 / 19$ | YEAR PROSPECT LIMITED | $1,339,216.20$ | USD | $149,700.00$ |
| :--- | :--- | ---: | ---: | ---: |
| $2013 / 02 / 19$ | SANNY TRADING LIMITED | $1,326,244.50$ | USD | $148,250.00$ |
| $2013 / 02 / 19$ | EARTH POWER TRADING LIMITED | $1,333,401.30$ | USD | $149,050.00$ |
| $2013 / 02 / 15$ | YEAR PROSPECT LIMITED | $1,317,094.74$ | USD | $149,300.00$ |
| $2013 / 02 / 15$ | EARTH POWER TRADING LIMITED | $1,322,828.91$ | USD | $149,950.00$ |
| $2013 / 02 / 15$ | SANNY TRADING LIMITED | $1,321,064.55$ | USD | $149,750.00$ |
| $2013 / 02 / 13$ | SANNY TRADING LIMITED | $1,130,808.00$ | USD | $127,000.00$ |
| $2013 / 02 / 13$ | COOL LEAD LIMITED | $1,095,192.00$ | USD | $123,000.00$ |
| $2013 / 02 / 13$ | MAR EURO INTERNATIONAL TRADING LTD | $1,139,7128.00$ | USD | $122,000.00$ |
| $2013 / 02 / 13$ | YEAR PROSPECT LIMITED | $1,310,219.37$ | USD | $128,000.00$ |
| $2013 / 02 / 12$ | SANNY TRADING LIMITED | $1,066,835.00$ | USD | $147,133.00$ |
| $2013 / 02 / 12$ | SANNY TRADING LIMITED | $1,084,765.00$ | USD | $119,000.00$ |
| $2013 / 02 / 12$ | MAR EURO INTERNATIONAL TRADING LTD | $1,202,175.00$ | USD | $121,000.00$ |
| $2013 / 02 / 12$ | MAR EURO INTERNATIONAL TRADING LTD | $1,152,002.50$ | USD | $128,000.00$ |
| $2013 / 02 / 12$ | YEAR PROSPECT LIMITED | $1,224,437.50$ | USD | $137,500.00$ |
| $2013 / 02 / 12$ | YEAR PROSPECT LIMITED | $935,025.00$ | USD | $105,000.00$ |
| $2013 / 02 / 12$ | HAO GU | $426,255.64$ | USD | $47,867.00$ |
| $2013 / 02 / 12$ | ARMAZENS INTERNATIONAL TRADING | $1,125,107.50$ | USD | $125,500.00$ |
| $2013 / 02 / 12$ | COOL LEAD LIMITED | $1,156,485.00$ | USD | $129,000.00$ |
| $2013 / 02 / 12$ | EARTH POWER TRADING LIMITED | $1,179,912.50$ | USD | $132,500.00$ |
| $2013 / 02 / 12$ | COOL LEAD LIMITED | 294.1 | USD | 40.00 |
| $2011 / 02 / 17$ | INDUSTRIAL AND COMMERCIAL CHINAS | $44,810.53$ | USD | $6,189.30$ |
| $2010 / 11 / 26$ | XIAN LING CHONG IMPORT AND EXPORT TRADE CO |  |  |  |

H Daya Int'I Co Ltd
Haimen Jiebo Hometextile Co Ltd Jiangsu HA
Haimen Shengyuan Bedding Articles Co Ltd
Hangzhou Yada Textile Co Ltd

Hangzhou Zhuoda Import and Export Co Ltd
Henan Haixin Blanket Textiles Co Ltd
Hong Kong Wyf Industrial and Trade Co Ltd
Honourway Garment Limited
Nantong Ruyang Textile Co Ltd

Shangqiu Damingfa Plush Products Co. Ltd
Shaoxing Shenhua Textile Co Ltd
Suoqian Xiaolin Import and Export Trade Co


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CONTENTS

his issuc on its own is testimony that there is no
destination out of bounds for the extravagant Indian wedding. At the same time, celebrated
design and decor specialists of India are no longer bound design and decor specialists of India are no longer bound
by geography. In fact, with the world and its specialities becoming accessible, the most unique inspirations have
transpired in these destination weddings.

The trends in the Indian wedding industry are always set to eradicate limitations. Nothing is out of reach
for those families looking to create the most exclusive experience for their guests. While we chase inspiring
decor, F\&B, destination and venue trends, it's important to accor, F\&B, destination and venue trends, it'simportant to in the last decade. Increasingly, weddings are becoming the platform, even for the very well travelled, to sample
what may still be an experience their money's can't buy.

 showcases many such challenges, overcome with the
utmost finesse... Be inspired! karishma@eventfaqs.com



[^55]
"UU" p 4





The Star-studded Poolside Reception


The Rajput Wedding: On April 25, an afternoon wedding lunch was designed and executed by E-Factor at the Amphitheatre of Mardan Palace. The traditional Rajput wedding took place later, where the grooun made his entry in a decoratet hone-drawn carriage.

An exquisite entrance emulating lndia Gatewas created to welcome the guests.

The Star-studded Poolside Reception: Showtime was the agency responsible for designing and exccuting this glittering evening on April 25 to conclude the wedding celebrations. The event took place at the poolside of the hotel.

Bollywood heartthrobs like. Hrithik Roshan, Parinecti Chopra and Neha Dhupia gave scintillating performances that left the attendees enthralled!

# 10/16/2017 <br> Allegations in Connection with Business Operations in South Africa. Internal Investigation Closed. Involved Liebherr Entities and Employees not in Violation with any Applicable Laws or Regulations. 

In an article published on July 17, 2017 a group of investigative South African journalists, Ama Bhungane, mentioned Liebherr Container Cranes Ltd., based in Killarney, Ireland in the context of an alleged kickback scheme related to supply contracts with Transnet and involving the sales agent Accurate Investments Ltd.

Liebherr considers these allegations as very serious. The business practices described in the article are unacceptable to us. The commitment to integrity of conduct and to fair competition in markets across the world is part of our core values.

In accordance with Group policies, the ultimate holding company of the Liebherr Group -Liebherr-International AG - therefore conducted an internal investigation into this matter. The results of this investigation show that the transactions under investigation were legally sound and not in violation of any applicable laws or regulations on the part of the Liebherr entities and employees involved.

The selection of a sales agent such as Accurate Investments Ltd. to provide interface services to the end user during the tender, procurement and supply process is a practice, which is common in the sales process for capital expenditure projects. It is also common that such a sales agent receives a nominal commission for the services provided in the event the tender, procurement and supply process is successfully completed.

In the case in question, Accurate Investments Ltd. was the sales representative selected by Liebherr Container Cranes Ltd. As required by the Group's due diligence process, Liebherr Container Cranes Ltd. performed background checks prior to entering into the agency agreement with Accurate Investments Ltd. These background checks did not indicate any malpractice on the part of Accurate Investments Ltd.

The internal investigation report did observe, however, that the Group's defined due diligence process might have been implemented in a more stringent manner in this case by pushing the performed background checks to an even higher level than the ones actually performed.

Being aware of the increased risks associated when agents are included in any type of transaction, Group companies, management and employees must strive to insure that the Group's standards of scrutiny and diligence are complied with in day-to-day business.

Liebherr's code of conduct and internal regulations governing Compliance can beffupcon https://www.liebherr.com/en/deu/about-liebherr/company_profile/compliance/compliance.html

## LIEBHERR


Liebherr Diagram 2




## Liebherr Diagram 3





# SWI <br> Shadow World Investigations 

Submission to the

Commission of Inquiry into Allegations of State Capture
regarding the

Gupta Enterprise and the Capture of Transnet
by

## Shadow World Investigations


[^0]:    ${ }^{1}$ https://www.dailymaverick.co.za/article/2020-06-01-how-the-guptas-r9bn-locomotive-heist-wentdown/

[^1]:    ${ }^{2}$ The rendering of $21 \%$ as ' 20 percent, which is obviously erroneous, appears in the contract.

[^2]:    ${ }^{3} \mathrm{https}: / / c o n t a i n e r-m a g . c o m / 2014 / 02 / 17 / l i e b h e r r-r e c e i v e-o r d e r-f o r-22-c r a n e s-f r o m-t r a n s n e t / ~$

[^3]:    ${ }^{4}$ https://container-mag.com/2014/02/17/liebherr-receive-order-for-22-cranes-from-transnet/

[^4]:    Accurate Investments Ltd
    D-45 12th Floor Tower 1 Amenity Centre
    Ras Al Khaimah
    U A E
    Dear Sir

[^5]:    ${ }^{5}$ https://www.liebherr.com/en/int/latest-news/news-press-releases/detail/allegations-in-connection-with-business-operations-in-south-africa-investigation-initiated-news.html - the press statement is attached as Annexure "VV".

[^6]:    ${ }^{6}$ https://amabhungane.org/stories/guptaleaks-meet-the-money-launderers/

[^7]:    ${ }^{7}$ It should be noted that there are two transactions recorded prior to the 7 June payment involving Sahara. The first transaction was a payment of \$1,246,105 from Travertine Trade Limited to JJ Trading into an HSBC account in Dubai on the 3rd of June 2010. The second transaction was a transfer of $\$ 2999999$ paid to JJ Trading by Leverco Holding on the $5^{\text {th }}$ of June. We have been unable to locate any further details of Travertine or Leverco Holdings. It is thus possible - although we believe unlikely - that these transactions were unrelated to the Gupta enterprise. As such, we conservatively identify the $7^{\text {th }}$ of June 2010 payment involving Sahara as the first transaction in the hawala ledger that definitively involved both the Gupta enterprise and the Worlds Window network as parties.

[^8]:    ${ }^{8}$ This almost certainly an Indian-registered company by the name of RR Energy based in Chatisgarh. This company ran a now defunct website (www.rrenergy.in). Archived copies of the website available from www.archive.org show that RR Energy listed Everest Metals FZE as a 'Sister Company.' RR Energy was thus plausibly either controlled by Worlds Windows Group or shared strong links with them.
    ${ }^{9}$ IMG General Trading appears a number of times in the \#Guptaleaks records. In particular, Arctos financial records show that Arctos had taken out a loan - or was reporting to have taken out a loan from IMR General trading in its 2011 financial results. The loan was valued at R1 246922.

[^9]:    ${ }^{10}$ This most likely refers to Golden Coast FZE registered in the UAE. Like JJ Trading and other cutouts used by the Worlds Window network, Golden Coast is based in the Hamriyah Free Zone in the UAE. The Golden Coast website (http://www.goldencoast.ae/) bears a striking resemblance to the Everest Metals FZE and Century General Trading websites. The Golden Coast website describes the company as 'engaged in supplying a wide range of ferrous and non-ferrous metal scrap.' The Whois data for the Golden Coast website shows that the domain was registered by Ranbir Singh. Ranbir Singh appears frequently in the \#Guptaleaks writing from an Everest Metals email address, including sending proof of payments related to the Everest-Westdawn loan-back scheme described previously.

[^10]:    ${ }^{11}$ The AED to USD exchange rate was 1AED $=\$ 0.2725$ for much of this period

[^11]:    12 https://www.outa.co.za/projects/state-capture/gupta-associates/oberio-guests

[^12]:    ${ }^{13}$ http://www.grupobd.com/en/group.1/the-holding.a2.html

[^13]:    ${ }^{14}$ www.panjiva.com

[^14]:    ${ }^{15}$ http://en.hnhxmt.com/home-about.html

[^15]:    ${ }^{16} \mathrm{https}: / /$ shengyuan.citydsq.com/
    ${ }_{17} \mathrm{http}: / / \mathrm{www} . j$ jouringguang.cc/comcontent detail/c=28i=2\&comContentld=2.htm|
    ${ }^{18}$ https://www.xinyfabric.com/aboutus.htm|

[^16]:    
    ${ }^{20} \mathrm{https}: / / \mathrm{www} . \mathrm{sfc} . \mathrm{hk} / \mathrm{web} / E N / a l e r t-l i s t / g . \mathrm{htm} / \# 1621$ and https://lisog.org/fraud-warnings-and-alerts/fraud-warnings-fraud-alerts-g/

[^17]:    $===========$ Forwarded message $===========$
    From ：zhangminyu＜zhangminyu54642＠qq．com＞
    To ：＂Business Man＂＜infoportal1＠zoho．com＞
    Date：Wed， 07 Jan 2015 21：40：24－0800

[^18]:    - PLEASE NOTE

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    89 Gazelle Avenue, Corporate Park, Midrand, South Africa
    Private Bag X180, Halfway House, 1685, South Africa
    

[^19]:    "V" p 48

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[^26]:    89 Gazelle Ave. Corporate Park South, Old Pretoria Main Road, Midrand Johannesburg, South Africa Tel: +27115421000 Fax 2 Email: Main: 0867333333 Sales: 0867333030 Accounts: 0867333300 Warranties: 0867333000

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[^33]:    Head Office:
    JIC House, 106 A 16th Street, Midrand, 1685
    P.O Box 1501, Halfway House, 1685

    Tel: +27 115649400
    Fax: +27 113153789

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[^35]:    From:
    Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
    12 June 2012 13:56
    Ravindra Nath (Tegeta); Ronica (JIC); Ugeshni Naidu
    FW: Payment advice of Bank of Baroda
    bob_jun_12.pdf

[^36]:    FirstRand Bank Directors: LL Dippenaar (Chairman), SE Nxasana(CEO), VW Bartlett, JJH Bester, JP Burger, L Crouse, PM Goss, PK Harris, WR Jardine, EG Matenge-Sebesho, RK Store, BJ

[^37]:    FirstRand Bank Directors: LL Dippenaar (Chairman), SE Nxasana(CEO), VW Bartlett, JJH Bester, JP Burger, L Crouse, PM Goss, PK Harris, WR Jardine, EG Matenge-Sebesho, RK Store, BJ

[^38]:    - PLEASE NOTE -

[^39]:    - PLEASE NOTE .

[^40]:    From: Maruti Sharma
    Sent: 11 December 2012 12:23 PM
    To: Ronica Ragavan
    Subject: Everest POP

[^41]:    - ranbir@everestmetals.ae

[^42]:    - PLEASE NOTE

[^43]:    - PLEASE NOTE -

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    <Gupta New Version.doc>
    <Kamal New Version.doc>

[^46]:     Will this director or altemate director continue to hold office as alternate director or director in this company after the date of cessation？

[^47]:    ＊浐良志不遮用考 Delete whichever does not apply

[^48]:    665319

[^49]:    ＊蹻顒去不適布書 Delete whichever does not apply

[^50]:    ＊例朋去不迹用書 Delete whichever does not apply

[^51]:     Will this director or alternate director continue to hold office as alternate director or director in this company after the date of cessation？

[^52]:    Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

    The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)
    Authorised financial services provider
    VAT Reg No. 4100105461 Registered credit provider (NCRCP15).

[^53]:    Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

    The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)
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[^54]:    
    

[^55]:    

