## 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. A copy of my curriculum vitae is attached as Annexure "PEH1". I confirm the correctness of Annexure "PEH1" and respectfully submit that, on the basis of the expertise and experience reflected therein, I am qualified to furnish the report which will form the basis of my testimony before the State Capture Commission on Money Flows relating to the Estina Dairy Project. A copy of that report ("the report") is attached as Annexure "PEH2". I confirm the correctness of Annexure "PEH2".

## Shadow World Investigations

4. Annexure "PEH2" is based on a submission furnished to the State Capture Commission by SWI ("the SWI Estina Money Flows submission") in February 2020. A copy of that submission is attached as Annexure "PEH3".
5. SWI is a not-for-profit limited liability company registered in the United Kingdom

SWI was formed by myself and Andrew Feinstein.
6. SWI's vision is of a global political environment in which those most responsible for the economic despoliation of grand corruption, including both perpetrators and enablers, are fully held to account for their crimes. At the same time, SWI believes that, with the right amount of political will, state institutions can be reformed in ways that inoculate them from the corrupting impacts of dirty money on democratic decision making.
7. SWl's mission, which aims to achieve its vision, is to detail and expose instances of corruption and its impact on democracy, human rights and sustainable development across the world in order to precipitate strong action against it.
8. SWI as an institution, and through its individual staff members, has a long history of undertaking complex investigations into politically sensitive issues of grand corruption. Both Andrew Feinstein and I have published widely on South Africa's political economy, democracy and the impact of corruption on South Africa's social and political fabric. This has included four books written between Holden and Feinstein that have detailed the endemic corruption that tainted the notorious 1999 "Arms Deal."
9. Andrew Feinstein and Paul Holden were also directors of Corruption Watch UK, the predecessor organisation to SWI. Corruption Watch undertook numerous investigations into grand corruption related to the arms and extractive industries, with a particular focus on exposing the blurring of lines between the state and business.

## The SWI Submissions and my Evidence

10. As stated above, the SWI Estina Money Flows submission was furnished to the Commission in February 2020. This was SWl's second submission to the State Capture Commission on the Gupta enterprise role in the Estina/Vrede Dairy

Farm project. An earlier submission from SWI ("the First SWI Submission") addressed facts relating to Estina/Vrede Dairy Farm project unrelated to money flows. A copy of the First SWI Submission is attached to this statement as Annexure "PEH4". I attach it merely for identification purposes. I have been informed by the Commission that my evidence on the Estina/Vrede Dairy Farm will be confined to issues relating to money flows.
11. The SWI Estina Money Flows submission set out evidence detailing how funds stolen from the Estina/Vrede Dairy Project were laundered and eventually dissipated to the benefit of the Gupta enterprise. Following this submission I was approached by the Commission to provide testimony regarding the money laundering systems employed by the Gupta enterprise in relation to the Estina funds and to convert the SWI Estina Money Flows submission into a report that could be submitted in evidence before the Commission. Annexure "PEH2" is the product of that process.

In discussions concerning my testimony and for the purposes of producing Annexure "PEH2" with a view to its presentation in evidence, the Commission identified certain discrepancies or omissions in parts of the transactional analysis in the SWI Estina Money Flows 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 or via the \#Guptaleaks, it did not have access to particular bank statements for key individuals or companies involved in money laundering processes related to the Estina project.
13. For the purposes of my evidence before the Commission, investigators of the Commission drew to my attention additional banking documentation that identified these discrepancies and enabled them to be corrected in the report which I will present in my testimony before the Commission. 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 Estina Money Flows submission, the report accordingly takes precedence.
14. On the instruction of the Commission's investigators and evidence leaders, the report has been deliberately confined to money flows issues because my evidence in relation to Estina will be similarly confined. The report must, however, be understood in its broader context, which is the context described in the First SWI Submission and in the extensive testimony already heard by the Commission in relation to the Gupta Enterprise and the Estina/Vrede Dairy Project.

SIGNED AT LONDON


## Paul Edward Holden

Investigative Researcher and Writer: Corruption, Governance and Human Rights
Network Fellow: Safra Centre for Ethics (Harvard University)

## Publications

## Books

Holden, P. (eds.). 2017. Indefensible: The Myths That Sustain the Global Arms Trade, Zed Books: London

Holden, P. \& Plaut, M. 2012. Who Rules South Africa?, Jonathan Ball: Jeppestown
Holden, P. \& Van Vuuren, H. 2011. The Devil in the Detail: How the Arms Deal Changed Everything, Jonathan Ball and the Institute for Security Studies: Jeppestown and Cape Town

Holden, P. 2008. The Arms Deal In Your Pocket, Jonathan Ball: Jeppestown
Holden, P. \& Segal, L. 2008. Great Lives: Pivotal Moments, Jacana: Johannesburg

## Academic \& Journal Articles

Feinstein, A. \& Holden, P. 2014. 'Arms Trafficking' in The Oxford Handbook of Organised Crime (Oxford University Press)

Feinstein, A., Holden, P. \& Pace, R. 2011. ‘Corruption and the Arms Trade: Sins of Commission' in SIPRI Yearbook 2011, Stockholm International Peace Research Institute: Stockholm

Holden, P. \& Mathabatha, S. 2007. ‘The Politics of Resistance: 1948 - 1990’ in Delius, P. 2007. Mpumalanga: History and Heritage, University of Kwazulu-Natal Press: Scottsville

## Courses and Qualifications

BA(Hons) with Distinction, University of the Witwatersrand, South African History and Global Politics, 2004

## Employment History

## March 2013 to date

 Position:Responsibilities:

| Reference: | Mr. Andrew Feinstein |
| :--- | :--- |
| Position: | Co-Director |
| Telephone: | $+44(0) 7809728164$ (mobile) |
| Email | andrewfeinstein@me.com |

## Corruption Watch UK Ltd Director of Investigations

Conducting investigative research, activism and advocacy work regarding the impact of corruption (including but not limited to the arms trade) on democratic governance and development. Frequent media appearances to publicize ongoing investigations undertaken at the request of whistleblowers and others. Liaising with appropriate law enforcement officers to assist in ongoing multinational investigations.

Mr. Andrew Feinstein
Co-Director andrewfeinstein@me.com

Curriculum Vitae: Paul Holden pauledwardholden@gmail.com

| September 2014 to date | Shadow World Productions <br> Lead Researcher |
| :--- | :--- |
| Position: |  |
| Responsibilities: | Lead Researcher on the production of the film The Shadow <br> World, due for premier in April 2016. Conducting in-depth <br> research, including investigative fact-checking, interview <br> preparations and providing inputs into the content and tone of <br> the film. |
|  | Mr. Andrew Feinstein |
|  | Co-Director <br> Reference: |
| +44(0) 7809728164 (mobile) |  |
| Position: | andrewfeinstein@me.com |

January 2010 to March 2013
Position:
Company Focus:

Reference:
Position:
Telephone:
Email

The Policy Organisation/Andrew Feinstein Lead Investigative Researcher and Writer
Production of book focussing on the impact of the global arms trade, The Shadow World, published in late 2010, plus additional spin-off products (including feature-length documentary). Conducting research, activism and advocacy work regarding the impact of corruption (including but not limited to the arms trade) on democratic governance and development.

Mr. Andrew Feinstein
Author
+44 (0) 7809728164 (mobile)
andrewfeinstein@me.com

June 2008 to December 2011
Position:
Company Focus:

Reference:
Position:
Telephone:
Email:

Institute for Security Studies Corruption and Governance Program
Lead Investigative Researcher, Author and Advocacy Representative (Arms Deal Investigation)
Research, policy development and advocacy on the incidence, extent and impact of corruption on governance in Africa

Mr. Hennie Van Vuuren
Director: Institute for Security Studies Cape Town +27 (0) 829021303 (mobile)
hvanvuuren@issafrica.org

## June 2007 - November 2007

## Position:

Company Focus:

## South African History Archives/Sunday Times/Jacana Publishers <br> Project Manager <br> Co-authoring a book, Great Lives: Pivotal Moments, tracing central lives and events in South African history as recorded by the Sunday Times Heritage Project.

| Reference: | Mrs. Lauren Segal |
| :--- | :--- |
| Position: | Project Co-ordinator |
| Telephone | +27825540747 (mobile) |
| Email | Isegal@iafrica.com |

May 2004 - May 2007:
Company Focus:

Position:
Reference:
Position:
Telephone:
Email:

Mark Gevisser/Jonathan Ball
Writing and publication of biography of South African State President, Mr. Thabo Mbeki entitled "Thabo Mbeki: The Dream Deferred"
Researcher, Sub-Editor and Fact-Checker
Mr. Mark Gevisser
Author and Project Coordinator: "Thabo Mbeki: The Dream Deferred"
+27 832673748 (mobile)
mark@markgevisser.com

Report to the

Commission of Inquiry into Allegations of State Capture
['Zondo Commission’]
regarding the

## Estina/Vrede Integrated Dairy Project

by


Shadow World Investigations

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| A | SWI created spreadsheet providing running balances/tallies for <br> annexure LEDG1 below |
| B | Sun City Invoices |
| C | Email exchange between Sanjay Grover and Ashu Chawla <br> regarding bank statements for offshore entities, 27 July 2013. |
| D | Bank statement for Global Corporation Limited, Standard Chartered <br> Annexure S to SWI's First Submission |
| E | Estina Pty Ltd Standard Bank statements for account 310864860 |
| F[revised] | Diagram of the Oakbay Loan-Back Scheme |
| G[revised] | Diagram of the Aerohaven Loan-Back Scheme |
| H[revised] | Full list of relevant transactions related to the benefits accruing to <br> the Gupta enterprise related to Tranches 0 - 7 |
| LEDG1 | 'Bank Summary Amended.xls' - spreadsheet extracted from |
| \#Guptaleaks acting as ledger and accounting records for offshore |  |
| enterprises run by the Gupta enterprise |  |

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| LEDG2 | 'Funds 13-14.xls' - second spreadsheet extracted from \#Guptaleaks acting as ledger and accounting records for offshore enterprises run by the Gupta enterprise |
| :---: | :---: |
| I | Estina Pty Ltd FNB statements for account 62505753906 |
| J | Estina Bank of Baroda Bank Statements for account 02/255 |
| J1 | Estina Bank of Baroda Bank Statements for account 03/189 |
| J2 | Estina Bank of Baroda Bank Statements for account 03/207 |
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| J13 | Estina Bank of Baroda Bank Statements for account 06/273 |
| J14 | Estina Bank of Baroda Bank Statements for account 06/359 |
| J15 | Estina Bank of Baroda Bank Statements for account 06/367 |
| K | Estina Pty Ltd FNB statements for call account 62611308554 |
| L | Estina Pty Ltd Stanlib unit trust statement for account 532028173 |
| M | Kamal Vasram Bank of Baroda Bank Statements for account $02 / 262$ |

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| M1 | Kamal Vasram Bank of Baroda Bank Statements for account $03 / 350$ |
| :---: | :---: |
| M2 | Kamal Vasram Bank of Baroda Bank Statements for account $06 / 295$ |
| M3 | Kamal Vasram Bank of Baroda Bank Statements for account 06/297 |
| M4 | Kamal Vasram Bank of Baroda Bank Statements for account $06 / 302$ |
| M5 | Kamal Vasram Bank of Baroda Bank Statements for account $06 / 306$ |
| M6 | Kamal Vasram Bank of Baroda Bank Statements for account \|06/330 |
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| N | Statements for Oakbay Investments: ABSA Bank <br> Account 4072149587 [extracts] |
| 0 | Statements for Aerohaven: ABSA Bank Account 4073485948 [extracts] |
| P | Statements for Estina PTY Limited: ABSA Bank Account 4079496171 [extracts] |
| Q | Statements for Kamal Vasram: Standard Bank Account 50041959 [extracts] |
| R | Statements for Linkway Trading: State Bank of India Bank Statements 32620055720101 |
| S | Statements for Gateway Limited Bank of Baroda Dubai Account 90030200012007 |

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| T | Statements For Gateway Limited Standard Chartered Bank Account 022064949201 |
| :---: | :---: |
| U | Reserve Bank Inward and Outward FOREX transfer records for Gateway Limited |
| V | Reserve Bank Inward and Outward FOREX transfer records for Fidelity Enterprises |
| W | Reserve Bank Inward and Outward FOREX transfer records for Accurate Investments |
| X | Instruction from Aerohaven to Bank of Baroda Authorising the Issuance of a Loan to Estina Against an Aerohaven FDR |
| Y | Aerohaven Bank of Baroda FDR 03/343 |
| Z | Extracts from Ronica Ragavan Affidavit as Respondent in AFU Application Listing Payments from Oakbay and Aerohaven Ioanback schemes |
| AA | Westdawn Investments Bank of Baroda Current Account Statements 02/188 [extracts] |
| BB | Westdawn Investments Bank of Baroda FDR Account [03/340] |
| CC | Westdawn Investments Standard Bank Account 12316067 [extracts] |
| TRDO[revised]TRD7[revised] | Diagrams of money laundering systems used to launder and dissipate Estina funds for the first six tranches of payments |
| TRDO <br> Part1[revised] - TRD0 Part 4 [revised] | Diagrams of four separate phases involved in the laundering of assets in Tranche 0 |
| TRD1 <br> Part1[revised] <br> - TRD1 Part 4 | Diagrams of four separate phases involved in the laundering of assets in Tranche 1 |


| [revised] |  |
| :--- | :--- |
| UAE1 - 5 | Emails from \#Guptaleaks regarding the roles of Sanjay Grover and <br> Tuteja, and links and/or benefits shared between the Gupta <br> enterprise and Accurate Investments, Gateway Limited, Global <br> Corporation LLC and Fidelity Enterprises |

## Dramatis Personae

Chawla, Ashu: A central cog in the Gupta enterprise. Chawla served as the Chief Operating Officer of Sahara. The \#Guptaleaks archive shows that Chawla was intimately involved in the conceptualisation and execution of the Vrede/Dairy Project, as well as the many other Gupta-linked scandals. Chawla was directly involved in monitoring and directing the offshore money laundering networks used by the Guptas in UAE and India. Chawla held directorships in, inter alia, Oakbay Investments (Pty) Ltd, Oakbay Resources and Energy (Pty) Ltd and Sahara Systems (Pty) Ltd. Oakbay Investments was the recipient of a large sum of money ultimately derived from payments made to Estina by the Free State government.

Grover, Sanjay: A key Gupta lieutenant based in Dubai. Grover was responsible for managing, overseeing and conducting business through the Guptas offshore money laundering network based in the UAE. Grover was listed as the sole director of a number of these companies, the structure of which is described in more detail in the second submission to be made on Estina.

Gupta, Achla: Sister of the three Gupta brothers. Records from the \#Guptaleaks show that an amount derived from money laundered from the Estina proceeds was destined to be paid to her.

Gupta, Rajesh: The youngest of the Gupta brothers, also known as Tony. Rajesh served as the director of, inter alia, Confident Concept (Pty) Ltd and Mabengela Investments (Pty) Ltd. The \#Guptaleaks records show that Tony was frequently informed of the financial position of the offshore network of companies based in the UAE that was used to, inter alia, launder and dissipate funds paid to Estina by the Free State Department of Agriculture.

Gupta, Shivani: The wife of Ajay Gupta. Records from the \#Guptaleaks show that an amount derived from money laundered from the Estina proceeds was to be paid to her.

Ju, Lin Yu (Alex): \$50,000 of the money stolen and laundered from the Estina project was transferred to Ju as a loan.

Narayan, Ashok: Widely described as a key Gupta lieutenant, Narayan has been implicated in a number of Gupta-linked scandals, including acting as the frontman for 'Homix', a company that received success fee payments from Neotel in relation to the award of Transnet contracts. Narayan was appointed to an Advisory Council convened Ace Magashule in February 2012. Narayan also travelled with Thabethe to India to 'research' dairy production partners. Narayan served as a director of Linkway Trading, the South African entity through which the Guptas paid laundered Estina funds to settle costs related to the infamous Sun City wedding. In one email emanating from the \#Guptaleaks from November 2012 Narayan described himself as 'Member: Advisory Council, Office of the Premier, Free State Province, Africa.'

Tak, Evan: A senior Sahara Computers employee. The \#Guptaleaks emails show that Tak was involved in at least one discussion regarding the importation of equipment for Estina. Tak served as a director of Sahara Computers (Pty) Ltd.

Tuteja, Suresh: A former employee of JIC, a Gupta-linked and owned company, Tuteja operated in India and provided assistance in managing the Gupta's offshore companies and banking.

Vasram, Kamal: The main frontman for the Estina/Vrede Dairy Project. Vasram was the sole director of Estina (Pty) Ltd and Mohoma Mobung Diary [sic] Project (Pty) Ltd, the latter of which was intended to house shares for the local beneficiaries of the Estina/Vrede dairy project. Prior to directing Estina, Vasram had worked as in IT at Intel and then Lenovo. Documents from the \#Guptaleaks show that from at least March 2011, Vasram invoiced Linkway Trading, a Gupta enterprise company, R11 000 on a monthly basis as a consultancy fee. Documents filed by the NPA in asset
forfeiture proceedings have shown the Vasram was intimately involved in the extensive money laundering network used to launder funds paid to Estina by the Free State Department of Agriculture, either as an account holder or in approving financial arrangements on Estina's behalf. Kamal Vasram was also the sole director of Sunbay Trading Ltd, a front for Sahara Computers that was used to sell laptops to the Free State government at massively overinflated prices.


## Section 1: The Laundering and Use of the Estina Funds by the Gupta

## Enterprise

### 2.1 The Failure of Cases 168 and 1778

1. As the Commission is no doubt aware, the Asset Forfeiture Unit (AFU) attempted, on two separate occasions, to seize assets that they alleged were derived from the Estina scandal. In both cases, the applications were ultimately denied by the courts.
2. I do not traverse the claims and counter-claims made in this litigation; suffice to say that I believe that the AFU's applications were rejected due to the fact that the AFU failed to understand the operation of Bank of Baroda's 'pool account', which was fatal to the applications. This failure also meant that the Unit was unable to accurately describe the distribution and dispersion of funds from Estina, which ultimately appears to indicate that the AFU was not cognisant of the elaborate laundering techniques used by the Gupta enterprise.
3. This report attempts to rectify the problems in the AFU's application, and thus present a substantially new version of how the Estina funds were dispersed. This has been achieved by interrogating publicly available banking documents arising from the AFU investigation, materials uncovered in the \#Guptaleaks archive, and the evidence gathered by the Commission and to which I have been made privy prior to testimony.
4. Needless to say, I do not rely on the specific details and conclusions of the AFU's application, excepting that I agree that the Estina project was fundamentally fraudulent and that the majority of funds paid to Estina were used for activities other than farming, and ultimately to the benefit of the Gupta enterprise.

## Section 2: The Principle Mechanisms of Money Laundering in the Estina Case and Their Purpose

5. Broadly speaking, money laundering involves three principal steps:
a. Placement: the movement of cash from its source into a range of financial institutions or instruments, such as asset purchases etc.
b. Layering: The movement and conversion of the placed funds into multiple asset streams, involving numerous transactions designed to make tracing the original source of the funds difficult.
c. Integration: The movement of the previously laundered funds into the formal economy, usually through the banking system or through integration into company assets. By this stage, if the laundering has been successful, the integrated funds will have the imprimatur of normal, legal and legitimate business earnings.
6. The Gupta enterprise made use of a number of techniques to achieve the above. These techniques included:
a. Round-tripping: the payment of funds to a number of placeholder accounts, which may transfer funds to further associated placeholder accounts, where after they are transferred back to the original transmitting account. Round-tripping helps to disguise the origins of funds received into an account and can, when secrecy jurisdictions are used, create money flows that are difficult if not impossible to track. They also can create the impression of flows of income that can be used to launder funds.
b. Loan-backs: the process of taking out personal and/or business loans secured against the proceeds of crime. The proceeds of crime are laundered by 'loaning' them 'back', hence the name. Raising a loan in
this way provides an arms-length gap between the original source of the funds (in this case the Free State government), and the ultimate disposition of the funds. The holder of loan funds would be able to show that the source of the funds is a bank loan, rather than directly from a specific transfer(s) of funds, which can help to evade money laundering detection methods. The loan is either written off against the books of the company, or is settled by funds that appear to originate (or may in fact originate) from a different source.
c. Layering: as describe above
7. I submit that there are two obvious rationales for using these sophisticated money laundering techniques. The first would be to frustrate any attempt to investigate the dissipation of Estina's funds or bring civil or criminal proceedings for their recovery. One example of this tactic bearing fruit appears in the $1^{\text {st }}$ to $5^{\text {th }}$ applicants Heads of Argument in response to Case 1778/2018. ${ }^{1}$ At paragraph 92.1 it is stated:
[The] NDPP, on its own papers, puts up a case which, at its departure point, is fundamentally and irretrievably flawed. The NDPP alleges that the department paid R250 202652.00 to Estina, and that R143 950 000.00 of that was paid into Estina's Standard Bank account. From Estina's Standard Bank account an amount of R110 450000 was allegedly paid to the Bank of Baroda 'pool' account. However, what is not addressed at all by the NDPP is the fact that a total of R370 517 935.75 was paid out of the Estina Standard Bank account to parties other than the Bank of Baroda. This means that an amount of approximately R226 million more was paid out of Estina's Standard Bank account to parties other than the Bank of Baroda than was paid by the department to Estina. There were therefore monies in the Estina
[^0]Standard Bank account, on the NDPP's own version, which were not paid in by the department. ${ }^{2}$
8. As I will show in more detail below, this version of events as adduced by the $1^{\text {st }}$ to $5^{\text {th }}$ respondents was misleading. In fact, the funds from the Free State government were subject to an elaborate exercise of laundering and roundtripping, the effect of which was to create the impression that the Estina account received more in deposits than it received from the Free State government. Creating this impression provided a 'simple' means by which the Gupta enterprise could disprove an incautious forfeiture application.
9. Second, and related to the above, the round-tripping of funds into and out of the Estina account could have been used to 'prove' that Estina had met its obligations to the project by investing funds it had raised separate from the Department of Agriculture. Indeed, the $1^{\text {st }}$ to $5^{\text {th }}$ respondents in Case 1778/2018 relied on precisely this argument.
10. At paragraph 90 of the same heads of argument, it is argued that the

The loans to Kamal Vasram are in keeping with the obligation of Estina to also contribute several hundred million rand to the Vrede Integrated Dairy Project, which obligation appears inter alia from the NDPP's papers at page 283 and Exh 6 to the ENS report page 395. The loans are also in keeping with the fact that as recorded in the ENS report the department did not deliver on its funding obligations
11. As I show in more detail below, Aerohaven, a company owned and controlled by the Gupta enterprise, loaned amounts to Kamal Vasram, who immediately transferred the funds into Estina's Standard Bank account, from where they were dissipated to various beneficiaries. The Aerohaven loan accounts were settled by means of loans that Vasram simultaneously took out with the Bank

[^1]of Baroda, which were secured against Fixed Deposits held by Estina with the Bank of Baroda. Our calculations thus show that the Aerohaven loans were raised against and settled with funds laundered from deposits made by the Free State Department of Agriculture.


## Section 3: The Gupta Enterprise's Corporate and Banking Structures Related to the Laundering of Estina/Vrede Dairy Funds

12. The Gupta enterprise encompassed a wide range of corporate vehicles falling under de facto or de jure control of the enterprise. Here, I set out the formal status of these corporate vehicles, and where possible, the known banking facilities of the offshore vehicles used to launder funds from Estina. I also describe how these entities were related to each other formally and informally.
13. Note, however, that I do not address every element of the Gupta enterprise's corporate structure, but limit our attention, here, to only those corporate vehicles used to receive and dissipate funds from the Estina/Vrede Dairy Project specifically. Nevertheless, even with this restricted view, it is apparent that the Gupta enterprises' corporate entities were closely interlinked in terms of directorship, ownership and control.
14. It should be noted that the corporate structures dealt with in more detail below were also used to receive, launder and dissipate funds from other criminal activities of the Gupta enterprise. This included laundering funds derived from ‘success fees' earned against major Transnet contracts. Again, these are not addressed here, but will be dealt with in a further report that will be furnished for the purposes of giving evidence relating to the laundering of proceeds of Transnet contracts.

### 3.1. Accurate Investments (UAE)

Registration Number: A47/12/10/2913
Registered Address: P O Box 36216, Ras AI Khaimah U.A.E., Known shareholder(s): Sanjay Grover
15. Accurate Investments held banking facilities in the UAE as follows:

## Known Banking Facilities of Accurate Investments ${ }^{3}$

|  | US Dollar Denominated <br> Account | AED Denominated Account |
| :--- | :--- | :--- |
| Standard Chartered | 01204077701 | $01204077701^{4}$ |
| Bank of Baroda | 90030200013181 | 90030200013180 |
| Mashreq Bank | 620330000019100040992 | Account exists but number <br> unknown |
| National Bank of Abu Dhabi | None | None |

16. Accurate Investments held shares in the following Gupta enterprise entities:
a. $8.01 \%$ shareholding in Tegeta. This shareholding in Tegeta was owned alongside other Tegeta shareholders including Oakbay Investments (Pty) Ltd (29.05\%), Mabengela Investments (Pty) Ltd (28.53\%), Elgasolve (Pty) Ltd (21.5\%) and Fidelity Enterprises (12.91\%). ${ }^{5}$
17. Records emanating from the Guptaleaks show that Accurate Investments was used extensively to receive and dissipate funds ultimately derived from the Estina/Vrede Dairy Project. This included transferring funds that were invoiced against the cost of the Sun City wedding.

### 3.2. Aerohaven Trading (Pty) Limited

Registration Number: 2008/014743/07
Registered Address: 106A 16 ${ }^{\text {th }}$ Road, Midrand, Gauteng
Known shareholder(s): Ronica Ragavan (100\% shareholding)

[^2]Report to the Zondo Commission on money flows related to the Estina/Vrede Dairy Project

Known director(s): Ronica Ragavan
18. Aerohaven held shares in the following Gupta enterprise entities:
a. 25\% shareholding in Blackedge Exploration (Pty) Ltd, alongside Oakbay Investments (Pty) Ltd (70\%), Mfazi Investments Pty Ltd (5\%). The sole director of Blackedge was Ashu Chawla and Ronica Ragavan its 'public officer', according to Sahara internal documents;
b. $10 \%$ shareholding in Gemini Moon Trading 254 (Pty) Ltd alongside Mabengela Investments (Pty) Ltd (81\% shareholding) and Mfazi Investments (9\% shareholding). The directors of Gemini Moon Trading 254 (Pty) Ltd were Rajesh Gupta and Duduzane Zuma;
c. 5\% shareholding in Localiga (Pty) Ltd, alongside Oakbay Investments (Pty) Ltd (34\%), Mabengela Investments (Pty) Ltd (26\%) and RC Koekemoer (35\%). The sole director of Localiga was Ronica Ragavan;
d. 15\% shareholding in Mabengela Investments (Pty) Ltd, alongside Rajesh (Tony) Gupta (25\%), Duduzane Zuma (45\%), Fidelity Enterprises (10\%), Mfazi Investments (Pty) Ltd, (3\%) and Ashu Chawla (2\%). The directors of Mabengele Investments were Duduzane Zuma and Rajesh Gupta;
e. 10\% shareholding in Mabengela Resources and Energy (Pty) Ltd, alongside Mabengela Investments (Pty) Ltd (60\%), Oakbay Investments (Pty) Ltd (5\%), Mfazi Investments (5\%) and Fidelity Enterprises (20\%). The sole director of Mabengela Resources and Energy was Ravindra Nath;
f. $100 \%$ shareholding in Micawber 478 (Pty) Ltd, whose sole director was Ronica Ragavan;
g. $28 \%$ shareholding in S B Resources (Pty) Ltd alongside Hloma O Hlasele Trading (Pty) Ltd (25\%), P U Govender (5\%), Intombi Holdings (Pty) Ltd (5\%)
and Mfazi Investments (Pty) Ltd (37\%). The directors of S B Resources were PU Govender and R Govender and Ronica Ragavan its 'public officer', according to Sahara internal documents;
h. 25\% shareholding in Tegeta Resources (Pty) Ltd alongside Mabengela Investments (Pty) Ltd (15\%), Oakbay Investments (Pty) Ltd (25\%), Fidelity Enterprises (20\%) and Mfazi Investments (10\%). The directors of Tegeta Resources were R Govender, Ravindra Nath and Ashu Chawla. Ravindra Nath was its 'public officer', according to Sahara internal documents
19. Aerohaven held at least one bank account with ABSA, account number 4073485948
20. Aerohaven was a central part of the Gupta enterprise, holding shares across multiple Gupta-linked companies that were associated with numerous scandals. With regards to Estina, Aerohaven was implicated in the laundering and recycling of funds ultimately derived from the Free State Department of Agriculture. As shown below, Aerohaven offered loans to the value of R22.6m to Estina director Kamal Vasram, who transferred the loan amounts directly into Estina's Standard Bank current account facility. Vasram repaid the Aerohaven loans through loans raised with Bank of Baroda against Fixed Deposit accounts held by Estina with Bank of Baroda. These Fixed Deposit accounts were ultimately derived from the Free State Department of Agriculture. This complicated loan-back structure added a layer of complexity to the movement of funds that served to disguise their ultimate source and destination, and could create the impression that Estina was raising its own funds separate from the Free State government.

### 3.3. Estina (Pty) Ltd

Registration Number: 2008/015033/07

Registered Address: Grayston Ridge Office Park, 144 Katherine Street, Sandown, 2146 alternatively 111 Shimbali Sands, Naviasha Road,

Sunninghill, 2191
Known Director(s): Anthony Last (resigned 2008), Kamal Vasram (appointed
1 August 2008 and resigned 1 July 2015), Soo Young Jeon (appointed 1 July 2015).

Known Shareholder(s): Kamal Vasram
21. Estina (Pty) Ltd held the following known banking facilities:


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### 3.4. Fidelity Enterprises (UAE)

Registration Number: Unknown
Registered Address: LOB15-514, PO Box 17870, Jebel Ali Free Zone, Dubai, UAE

Known shareholder(s): Sanjay Grover
Known directors: Sanjay Grover
22. Fidelity held banking facilities in the UAE as follows ${ }^{6}$ :

|  | US Dollar Denominated Account | AED Denominated Account |
| :--- | :--- | :--- |
| Standard Chartered | $01923292301^{7}$ | 01923292301 |
| Bank of Baroda | 90030200012009 | 90030200012008 |
| Mashreq Bank | $920330000019100041325^{8}$ | $90030200012009^{9}$ |

23. Fidelity held shares in the following Gupta enterprise companies:
a. 10\% shareholding in Mabengela Investments (Pty) Ltd, alongside Rajesh (Tony) Gupta (25\%) Duduzane Zuma (45\%), Aerohaven Trading (Pty) Ltd (15\%), Mfazi Investments (3\%) and Ashu Chawla (2\%). The directors of Mabengela Investments (Pty) Ltd were Duduzane Zuma and Rajesh Gupta.
b. 20\% shareholding in Mabengela Resources and Energy (Pty) Ltd, alongside Mabengela Investments (Pty) Ltd (60\%), Aerohaven Trading (10\%), Oakbay Investments (Pty) Ltd (5\%), and Mfazi Investments (5\%). The sole director was Ravindra Nath.
[^3]Report to the Zondo Commission on money flows related to the Estina/Vrede Dairy Project
c. 200 ordinary shares (out of 1301) in Tegeta Resources and Exploration (Pty) Ltd, alongside Oakbay Investments (Pty) Ltd (450 shares), Elgasolve (Pty) Ltd (280 shares) and Mabengela Investments (Pty) Limited (371 shares). The directors of Tegeta Resources and Exploration (Pty) Ltd were Ronica Ragavan, Ravindra Nath, Ashu Chawla and Nazeem Howa.
d. $25 \%$ shareholding in Tegeta Resources (Pty) Ltd alongside Mabengela Investments (Pty) Ltd (15\%), Oakbay Investments (Pty) Ltd (25\%), Aerohaven Trading (25\%)and Mfazi Investments (10\%). The directors of Tegeta Resources were AK Gupta, V Gupta and N Howa, G Naidoo. Ronica Ragavan was its 'public officer', according to Sahara internal documents

### 3.5. Gateway Limited (UAE)

Registration Number: A47/04/11/3313
Registered Address: P O Box 36216, Ras AI Khaimah U.A.E alternatively D45, $12^{\text {th }}$ Floor, Amenity Centre, Tower 1, Ras al Khaimah, U.A.E. Known director(s): Sanjay Grover
24. Gateway Limited held banking facilities in the UAE as follows ${ }^{10}$ :

|  | US Dollar Denominated <br> Account | AED Denominated Account |
| :--- | :--- | :--- |
| Standard Chartered | $02206949201^{11}$ | 02206949201 |
| Bank of Baroda | Account exists but number not <br> known | 90030200012006 |
| Mashreq Bank | Account exists but number not <br> known | Account exists but number not <br> known |

[^4]25. To the best of our knowledge, Gateway Limited held shares in one Gupta enterprise linked company, Alpha Computers. Alpha Computers was registered in Singapore, and its directors included, inter alia, Ashu Chawla. Gateway Limited purchased the shares from SES Technologies, another Gupta enterprise entity based in India. Documents from the \#Guptaleaks show that that the payment for the shares was actually made from the accounts of Global Corporation LLC.
26. The 'UAE Ledgers' (of which more below) reflect two amounts of roughly $\$ 15$ (ZAR120 and ZAR130) described as 'Vargafield Gate Way shares 120ZAR' and 'Vargafield Gate Way shares 130ZAR.' As described below, Vargafield was a South African registered company whose sole director was Sanjay Grover, and which received considerable sums of money from Estina's South African banking facilities. This entry may imply that Gateway purchased shares in Vargafield at some point, although further investigation would be required to confirm this fact.

### 3.6. Global Corporation LLC (UAE)

Registration Number: Unknown
Registered Address: M 03, MAMZAR LAGOONS BUILDING, AL MAMZAR , P O BOX 90329 DUBAI, U. A. E Known director(s): Sanjay Grover Known shareholder(s): Shivani Gupta
27. Global Corporation LLC held banking facilities in the UAE as follows:

|  | US Dollar Denominated <br> Account | AED Denominated Account |
| :--- | :--- | :--- |
| Standard Chartered | 01202116701 | 01202116701 |
| Bank of Baroda | 90030200012005 | 90030200012004 |

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| Mashreq Bank | AE640330000019100040083 | Account exists but number not <br> known |
| :--- | :--- | :--- |
| National Bank of Abu Dhabi | 6202119780 | 6202119544 |

28. I have not been able to establish if Global Corporation LLC held shares in other Gupta enterprise entities. However, in documents from the \#Guptaleaks, Global Corporation LLC claimed to their bankers that Shivani Gupta was a shareholder in the company. Shivani declared that she had granted a loan to Global Corporation, which was partially repaid. The proceeds of the repaid loan were to be used by Shivani to provide gifts to 'close relatives.' Emails from 2016 show that Shivani donated a 'gift' of \$199,936.50 to Achla Gupta.

### 3.7. Linkway Trading (South Africa)

Registration Number: 2007/009012/07
Registered Address: 106A 16 ${ }^{\text {th }}$ Street, Midrand, 1685
Known directors: KWE Thysse and Ronica Govender
Known shareholders: Islandsite Investments 180 (Pty) Ltd (53\%
shareholding), Ronica Govender ( $25 \%$ shareholding) and Pragat Investments (Pty) Ltd (22\% shareholding)
29. I am aware of a two bank accounts controlled by Linkway Trading. The first was held at the Johannesburg branch of the State Bank of India, with account number 32620055720101. The second account was held with Nedbank with account number 1469169797.
30. Linkway Trading was one of the most active of the Gupta enterprise accounts. The \#Guptaleaks emails show that Linkway Trading was used for a vast array of transactions that ultimately benefited the Gupta brothers. It is worth noting, in this regard, that the largest shareholder of Linkway Trading was Islandsite Investments 180 (Pty) Ltd. Islandsite Investments 180 was owned by Atul Gupta, Rajesh Gupta, Chetali Gupta and Arti Gupta, all of whom owned 25\% of the company. The four were also listed as directors.
31. In relation to the Estina/Vrede project, it is worth noting that Linkway Trading was used as the vehicle through which the costs of the Sun City wedding were paid, the funds ultimately derived from payments made by the Free State Department of Agriculture to Estina. Emails in the \#Guptaleaks also show that Kamal Vasram, the sole registered director of Estina, submitted monthly invoices to Linkway Trading for consultancy fees of R11 000 beginning in at least March 2011

### 3.8 Oakbay Investments (Pty) Limited (South Africa)

Registration number: 2006/017975/07
Registered Address: Grayston Ridge Office Park, 144 Katherine Street, Sandown, 2146

Known Director(s): Ashu Chawla, Varun Gupta and Nazeem Howa Known Shareholder(s): Islandsite 180 Pty Ltd (40\% shareholding), Atul Gupta (30\%) and Chetali Gupta (30\%)
32. Known banking facilities for Oakbay Investments are set out in the table below:

| Bank | Account Number |
| :--- | :--- |
| Standard Bank | 420934529 |
| Nedbank | 1469163381 |
| Absa | 4072149587 |
| Investec | 50004108301 |
| State Bank of India | 32620053320101 |
| Bank of Baroda | 92010300001226 |
| Bank of Baroda | 92020300000015 |
| Bank of Baroda | 92020300000019 |
| Bank of Baroda | 92020300000020 |
| Bank of Baroda | 92020300000046 |
| Bank of Baroda | 92020300000231 |

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| Bank of Baroda | 92020300000296 |
| :--- | :--- |
| Bank of Baroda | 92020300000634 |
| Bank of Baroda | 92020600000033 |
| Bank of Baroda | 92020600000109 |
| Bank of Baroda | 92020600000196 |
| Bank of Baroda | 92020600000281 |
| Bank of Baroda | 92020600000292 |
| Bank of Baroda | 92020600000307 |
| Bank of Baroda | 92020600000401 |
| Bank of Baroda | 92020600000405 |
| Bank of Baroda | 92020600000420 |

33. Oakbay Investments sits at the centre of the formal Gupta enterprise, holding shares in a wide array of related entities, many of which have been connected to allegations of State Capture. We do not traverse these here. However, as we show below, Oakbay Investments received $\$ 3.1 \mathrm{~m}$ of funds that ultimately derived from payments made by the Free State Department of Agriculture to Estina.

### 3.9. Vargafield (Pty) Limited (South Africa)

Registration number: 2012/101734/07
Registered Address: 27 Voortrekker Road, Vrede, Free State
Known Director(s): Sanjay Grover
34. Vargafield held an Absa Bank account with account number 4080547717.
35. Vargafield was one of the largest recipients of funds from Estina derived from payments made to it by the Free State Department of Agriculture. It had entered voluntary liquidation by the time the NPA sought the seizure of assets in 2018. The sole director was Sanjay Grover, the Gupta enterprises' key administrator in Dubai. The \#Guptaleaks records indicate that the key Gupta enterprise employee Ashok Narayan controlled a Gmail address purporting to belong to 'Vargafield PTY Ltd.' The email address was vargafields@gmail.com.

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## Section 4: The Administrative Control of the Gupta Enterprise's Offshore Network and Evidence That the Offshore Network Benefited the Gupta Enterprise

36. As the above discussion of the corporate structures involved in the Estina/Vrede scandal shows, there was a great deal of cross-ownership between the numerous corporate vehicles controlled by the Gupta enterprise.
37. Central to the operation of this network of companies were Sanjay Grover and Suresh Tuteja.
38. Documents from the \#Guptaleaks show that Grover was an Indian national born in 1960 in the town of Saharanpur. Saharanpur is the original hometown of the Gupta brothers.
39. During the Estina scandal, Grover was based in Dubai, from where he was responsible for the day-to-day management of Accurate Investments, Gateway Limited, Global Corporation LLC and Fidelity Enterprises, as well as serving as a director of Vargafield.
40. Tuteja was a long-time Gupta lieutenant. \#Guptaleaks records show that he was employed by JIC between 2011 and 2012. At some point prior to 2014, Tuteja appears to have relocated to India. Here, Tuteja was also involved in the day-to-day financial monitoring and tracking of the Gupta enterprises' UAE-based network. As we show below, it was Tuteja who sent Ashu Chawla the 'UAE Ledgers', which provide a record of the transactions taking place in the UAE network in 2013 and early 2014.
41. The \#Guptaleaks emails show that, while Grover exercised administrative control or oversight of the accounts of the four offshore vehicles noted above, he did so at the explicit instructions of the controlling minds of the Gupta enterprise, Ashu Chawla in particular. They also show that the assets under
the control of the four offshore entities were used for the benefit of the Gupta brothers and other Gupta entities including Sahara Computers and SES Technologies.
42. Below, we set out a selection of emails and correspondence that shows the control exercised by Ashu Chawla and the Gupta brothers over the offshore network, as well as the evidence that the assets of the four offshore entities were used to ultimately benefit the Gupta enterprise.

### 4.1 Grover Told How to Account for the Use of Offshore Assets

43. The documents referred to hereunder are attached to this report as Annexure UAE1
44. On the $12^{\text {th }}$ of February 2014, Ashu Chawla (ashu@sahara.co.za) emailed Sanjay Grover (sanjay.grover@hotmail.com) with the subject line 'Format Acc.xlsx.' The body of the email read:

Bhaiya,

## PLEASE UPDATE THIS SHEET EVERYDAY IN THIS FORMAT

THANKS
ASHU
45. Attached to the email was a Microsoft Excel workbook titled 'Format Acc.xlsx'. The workbook included 6 worksheets titled 'Global', 'Fidelity', ‘Gateway', 'Accurate', ‘Cash' and 'Summery’ [sic]. Each worksheet consisted of preformatted sections for transactions and balances to be recorded in relation to each of the four companies, as well as cash-in-hand. The four company worksheets were further divided so that transactions were recorded for each of the company's offshore banking facilities. The 'summery' [sic] worksheet provided space to indicate balances for each company and account.
46. The \#Guptaleaks records show that Grover updated this Excel workbook on a regular basis, which was forwarded to Ashu Chawla.

### 4.2. Evidence of Accurate Investments Assets and Funds Used for the Benefit of the Gupta Enterprise or Other Notable Links

47. The documents referred to hereunder are attached to this report as Annexure UAE2.
48. On the $12^{\text {th }}$ of October 2012, Sanjay Grover sent an email to Ashu Chawla's Sahara email address with the subject 'Accurate Investments Limited.' In the body of the email, Grover provided the address, registration number and contact numbers for Accurate Investments Ltd (detailed above). Grover listed himself as 'shareholder.'
49. On the $27^{\text {th }}$ of February 2014, Grover forwarded an email he had received from shyama@mashreq.com, self-evidently an employee at Mashreq Bank, to Ashu Chawla. The email reproduced a copy of a SWIFT electronic funds transfer receipt. The receipt showed that Accurate Investments had sent R6 454581 from its bank account at Mashreq Bank to State Bank of India account held by Linkway Trading Ltd in South Africa. Linkway Trading, as we described above, was majority owned by Islandsite 180, which, in turn, was owned by the Gupta brothers.
50. In total, as shown in more detail below, we have been able to track payments valued at R30m from Accurate Investments to Linkway Trading. These payments were paid against invoices raised related to the 'Sun City' wedding and on the basis of an invoice submitted by Linkway Trading to Accurate Investments (attached as Annexure B)
51. Internal Gupta enterprise transaction records (discussed in section 7.5 below) further show a large number of transfers to and from Accurate Investments to the other companies forming part of the Gupta's offshore network.

### 4.3. Evidence of Fidelity Enterprise Assets and Funds Used for the Benefit of the Gupta Enterprise or Other Notable Links

52. The documents referred to hereunder are attached to this report as Annexure UAE3
53. Due to the very large number of emails and transactions related to Fidelity in the \#Guptaleaks, we do not repeat them in totality here. Instead, we highlight two sets of emails or transactions showing the links between the Gupta enterprise and Fidelity.
54. First, on the $21^{\text {st }}$ of February 2012, Sanjay Grover emailed Ashu Chawla with the subject line 'EUR FIDELITY BANK DETAIL WITH IBAN.' In the body of the email, Grover provided details of Fidelity's Euro denominated account with Standard Chartered Bank in Dubai.
55. On the $18^{\text {th }}$ of June 2014, Sanjay Grover emailed Ashu Chawla with the subject line 'FIDELITY DETAILS.' In the body of the email, Grover set out the registration details of Fidelity Enterprises in Dubai. He also listed himself as 'director.'
56. Second, on the $18^{\text {th }}$ of June 2014, Sanjay Grover, Ashu Chawla and Rohit Mahur (an employee of Heritage Aviation, with whom the Guptas were seeking to join forces), exchanged emails regarding the purchase of a Agusta helicopter from a company called Green Lane Capital. At 17:35 on the $18^{\text {th }}$ Grover emailed Chawla with the subject line 'RE: LOI For Fidelity Enterprises.' Attached to the email was a PDF document called 'Fidelity-Green Lane.' The PDF document consisted of a letter from Fidelity Enterprises to Green Lane

Capital Corp offering to purchase Green Lane's Agusta A109E helicopter for $\$ 2 m$. The letter was signed by Grover.
57. The following day, Steve Gerlinger, to whom the LOI had been addressed, responded to Rohit Mathur. The response included a PDF of the LOI, now countersigned.
58. On the $25^{\text {th }}$ of July 2014, Ashu Chawla emailed Sanjay Grover with the subject line 'FW: Aircraft Purchase Agreement.' Chawla wrote to Grover asking that he 'PLEASE SIGN AND SEND ME BACK.' He was self-evidently referring to an attached PDF document titled 'Aircraft Purchase Agreement July 172014 REV MFRA.PDF.' The PDF document consisted of a finalised agreement through which Fidelity Enterprises would purchase the aforementioned Agusta helicopter.
59. On the $1^{\text {st }}$ of August 2014, Evan Tak forwarded an email to Ashu Chawla with subject line 'FW: RES: RES: Helicopter Transport from Brazil to India.' He attached a document titled 'Sahara Computers OED003608 Brazil to New Delhi.' The content of the PDF was an invoice raised by UTI (a freight forwarding and delivery company) for the transport of the Agusta helicopter from its base in Brazil to India. The invoice was raised against Sahara Computers for a total of R136,549.71.
60. The email exchanges regarding this aircraft purchase show how the Gupta enterprise's offshore and South African entities related. In particular, we note:
a. The aircraft was paid for by Fidelity Enterprises;
b. Sanjay Grover, the director of Fidelity Enterprises, was told to sign the requisite purchase documents by Ashu Chawla, a Sahara employee/executive;
c. Evan Tak, a Sahara employee/executive, was involved in arranging the transportation of the helicopter from Brazil to India;

## d. The transportation of the helicopter was paid for by Sahara Computers, registered in South Africa

61. Reporting by amaBhungane indicates that the purchase of the A109 helicopter was part of a broader plan for the Gupta enterprise to enter the aircraft and helicopter leasing business in India. ${ }^{12}$
62. Internal Gupta enterprise transaction records further show a large number of transfers to and from Fidelity Enterprises to the other companies forming part of the Gupta's offshore network.

### 4.4. Evidence of Gateway Limited Assets and Funds Used for the Benefit of the Gupta Enterprise or Other Notable Links

63. The documents referred to hereunder are attached to this report as Annexure UAE4.
64. On the $2^{\text {nd }}$ of July 2012, Ashu Chawla forwarded an email to Sahara employee Ugeshni Naidoo. The forwarded email was originally sent to Ashu Chawla by Sanjay Grover with the subject 'USD GATEWAY BANK DETAIL WITH IBAN.' The body of the email provided the account details for US dollar deposits into Gateway Limited's accounts at Standard Chartered Bank in Dubai.
65. On the $17^{\text {th }}$ of September 2012, Sanjay Grover emailed Ashu Chawla with the subject ‘GATEWAY LTD.' In the body of the email, Grover provided Chawla with the registration details and address for Gateway Limited. Grover indicated that he was the 'share holder' [sic] in the company. On the same day, Ashu Chawla responded, asking Grover to 'provide me with the bank details as well.' Grover responded to this request by including the bank details for US dollar deposits into Gateway Limited's accounts at Standard Chartered
[^5]Bank in Dubai. Finally, also on the $17^{\text {th }}$ of September 2012, Ashu Chawla combined these details into an email that he sent to Evan Tak, a Sahara executive, with the subject line 'Gateway Ltd.'
66. On the $28^{\text {th }}$ of September 2012, Ashu Chawla forwarded Gateway Limited's details to Ashok Narayan (wallemsa@gmail.com). The details were prefaced with the sentence 'Address for Agreement.'
67. On the $1^{\text {st }}$ of October 2012, Sanjay Grover sent an email to Ashu Chawla and Ashok Narayan. The email set out the full corporate registration details of Gateway Limited. It was prefaced with the note, 'Dear Ashok Ji, Please use the below address.'
68. It is not clear what agreement was referred to in these emails. However, the email chain shows that Gateway's details were to be used in in an agreement that was overseen by Chawla and Tak.
69. \#Guptaleaks emails from 2013 and 2014 show further Estina was arranging with Star Engineers for the importation of dairy equipment from India, as discussed in our first submission to the Commission. The \#Guptaleaks emails show that this was to be done with the facilitation of Gateway Limited, which appears to have been the company that signed the purchase agreement with Star Engineers.
70. On the $28^{\text {th }}$ of December 2013, Deepak Bansal, the MD of Star Engineers (who had contact with Atul Gupta, as described above) sent an email to 'Sanjay Ji', almost certainly Sanjay Grover. The email was sent to the address 'sanjay@gatewaylimited.net.' In the body of the email, Bansal complained that he was having difficulty contacting the shipping agent 'nominated by you' with regards to the export of dairy equipment to South Africa.
71. On the $2^{\text {nd }}$ of January 2014, the address 'estina.sa@gmail.com' sent an email to Evan Tak, forwarding the email sent from Bansal to Grover. The email
read: 'Mr Evan, Can you help? This is the shipment of Dairy equipment for which I had requested your help...'
72. On the $11^{\text {th }}$ of January 2011, Deepak Bansal emailed an address saved as 'Vargafield Pty Ltd', which the \#Guptaleaks records show was controlled by Ashok Narayan. Bansal, who addressed the email to Sanjay Grover, noted that 'we are facing serious problems in coordinating the shipping agent nominated by Gateway.' The involvement of Gateway Limited in this transaction is obvious.
73. Further exchanges of emails in the Guptaleaks, not discussed here but included in Annexure UAE4, show that Sahara employees, Evan Tak in particular, were engaging with freight and shipping agents regarding the importation of the dairy equipment. The exchanges reveal that certain documentation had to be provided to the shipping agent to meet customs and other requirements. This included documentation setting out the content of the items being shipped and their price.
74. On the $16^{\text {th }}$ of January 2014, Evan Tak sent an email to Ashu Chawla with the subject ‘BoQ \& Invoice for Dairy Equipment.' Two PDF documents were attached to the email. The first was titled Invoice EXP 315 from Gateway.pdf. The document was styled as an invoice submitted by Gateway Limited to Estina dated the 15 of September 2013. It requested Estina pay $\$ 3,448,800.00$. A brief description of the reason for the invoice was provided, which read: 'Free State Department of Agriculture Project, Pasteurizing Plant.' The invoice referred further to the 'detailed Bill of Quantity attached.'
75. The second document attached to the email was the Bill of Quantity. The Bill of Quantity provided a line-item pricing for individual elements of the milk processing plant.
76. The metadata for both the invoice and the Bill of Quantity show that the author of both documents was Ashok Narayan.
77. As an aside, I can find no evidence that this amount of money ( $\$ 3,448,800.00$ ) was ever paid to Star Engineers, who ultimately provided the processing plant. Financial records from the \#Guptaleaks show that $\$ 165,609.15$ was paid from Gateway's Standard Chartered account in Dubai in 2013. This was made up of a payment of $\$ 93,378.61$ on the $24^{\text {th }}$ of July 2013 and a further payment of $\$ 72,231.14$ on the $23^{\text {rd }}$ of September 2013. A further $\$ 141,000.05$ is recorded as being paid from Gateway's Mashreq US dollar account on the $6^{\text {th }}$ of March 2014, bringing the total payments to \$306,609.80.
78. I submit that this may suggest that the total amount for which Estina was invoiced by Gateway Ltd for the provision of dairy processing facilities was far in excess of what Gateway Ltd paid Star Engineers for the same equipment.
79. Indeed, and most importantly, the flow of funds, which I set out below, shows that the invoice for dairy equipment submitted by Gateway to Estina was most likely used as a fiction designed to transfer funds to Oakbay.
80. The email correspondence clearly shows that there was a financial relationship between Gateway Limited and Estina, and that Ashok Narayan, Sanjay Grover, Evan Tak and Ashu Chawla (the latter two of whom were Sahara employees) were intimately involved in the transaction.
81. Internal Gupta enterprise transaction records further show a large number of transfers to and from Gateway Limited to the other companies forming part of the Gupta's offshore network.

### 4.5. Evidence of Global Corporation LLC Assets and Funds Used for the Benefit of the Gupta Enterprise or Other Notable Links

82. The documents referred to hereunder are attached to this report as Annexure UAE5.
83. On the $3^{\text {rd }}$ of November 2011, Ashu Chawla emailed Ashok Narayan with the subject line 'FW: GLOBAL’S DETAILS AND USD BANK DETAIL.' The body of the email contained Global Corporation's address, phone number and banking details with the National Bank of Abu Dhabi.
84. On the $9^{\text {th }}$ of November 2011, Ashu Chawla forwarded an email to Sanjay Grover with subject line 'FW: Agreement with Global.' The original forwarded email had been sent to Ashu Chawla by Ashok Narayan and included the following in the body

Ashubai,

Enclosed please find the completed Agreement. Please forward to Sanjayji for his signature.

Please ask him to put in his e-mail ID and his full name on Page 17, Annexure A

Once you have received the mail back from him, please forward to me as well.

Best regards,

Ashok
85. Attached to the email sent by Ashok Narayan and forwarded to Sanjay Grover were two documents. The more relevant document was titled
'SUBCONTRACTING_AGREEMENT_Global Dubai.pdf.' The content of the PDF document was a subcontracting agreement to be entered into between Global Corporation LLC and Nulane Management Services (CIPC registration number 2008/020998/07). The subcontracting agreement envisaged that Global Corporation would, for a fee of $\$ 10 \mathrm{~m}$, provide certain services to Nulane Management Services. Nulane Management Services was to be the project provider on a Free State government project called the City of

Tomorrow. This project was discussed in greater detail in our first submission to the Commission.
86. CIPC records show that the sole director of Nulane Management was, at the time, Iqbal Sharma. Sharma's later conduct as chair of the Transnet BADC Committee has been the subject of evidence before the Commission. ${ }^{13}$
87. The Commission has further heard testimony from former Free State MEC for economic development Mxolisi Dukwana. Mr Dukwana alleged that he was offered cash by Rajesh Gupta and a further R2m a month to approve the project and sign a contract between Nulane Management and the Free State government. The offer was made at the Gupta's Saxonwold compound. Mr. Dukwana alleges that Ace Magashule was present in the room when the offer was made. Mr. Dukwana rejected the bribe offer.
88. On the $23^{\text {rd }}$ of July 2012, Ashu Chawla forwarded an email to Sanjay Grover with the subject line 'FW: BOP for Global.' Chawla forwarded an email originally sent to him by Sahara employee Joleen Roux, also on the $23^{\text {rd }}$ of July 2012. Attached was a Microsoft Word document titled 'Global Corporation LLC pop.docx.' The content of the Microsoft Word document consisted of a copy of a receipt confirming that Sahara Computers had made a SWIFT transfer of $\$ 309,648.25$ on $19^{\text {th }}$ of July 2012 to Global Corporation's account at the National Bank of Abu Dhabi.
89. On the $22^{\text {nd }}$ of July 2013, Ashu Chawla sent an email to Sanjay Grover with the subject line 'FW: Proforma Invoice (Quotation) 504805 - *** SAHARA COMPUTERS (PTY) LTD ***'. Attached to the email was a PDF document with the filename 'EML83148443.pdf.' The PDF document consisted of an invoice raised by Sahara Computers (Pty) Ltd against Global Corporation for an amount of 499500.00 (it is not disclosed in the invoice if this amount was in rands, dollars or another denomination). The invoice dated $20^{\text {th }}$ of July 2013, further carried the instructions to 'BILL TO GLOBAL CORPORATION' and

[^6]ship to SES Technologies. SES Technologies, as discussed previously, was a Gupta Enterprise Company registered in India.
90. On the $3^{\text {rd }}$ of February 2014, Sanjay Grover emailed Ashu Chawla with the subject line 'GLOBAL MASHREQ BANK USD DETAILS.' The body of the email set out the bank details required to make US dollar deposits into Global's accounts at the Mashreq Bank in Dubai.
91. On the $29^{\text {th }}$ of September 2014, Sanjay Grover forwarded an email to Ashu Chawla's Sahara address. Grover forwarded an email originally sent to him by Marhaba Services. Marhaba Services operates a meet-and-greet service from Dubai airport. The email from Marhaba Services confirmed that Global Corporation LLC had completed a booking on behalf of Rajesh Kumar Gupta and Aarti Gupta, who were to receive a 'family transfer service from T3 to T3.'
92. Incidentally, the \#Guptaleaks emails show that three months prior to this, on the $5^{\text {th }}$ of June 2012, Sanjay Grover booked Marhaba Services, using Global Corporation's account with Marhaba, to provide a 'gold meet \& greet' package to Anoj Singh.
93. In March 2016, an exchange of emails took place between Akash Khandelwal (who provided accounting services to Global and other Gupta interests) and Ashu Chawla, amongst others. The correspondence related to queries raised by the Income Tax Officer of New Delhi regarding the source of certain funds in the account of Achla Gupta. The letter, which was being draft to be sent to the Income Tax Officer, stated that Shivani Gupta had transferred $\$ 199,936.50$ to Achla Gupta as a gift. The letter further claimed that the funds had been sent to Achla Gupta from Global Corporation LLC, in which, further, it was claimed that Shivani Gupta was a shareholder.
94. I cannot establish, based on the information in the \#Guptaleaks emails, whether Shivani Gupta was, indeed, a shareholder of Global Corporation LLC. However, this correspondence, and the supporting documents attached,
proves conclusively that Global Corporation transferred the amount of \$199,936.50 to Shivani Gupta's personal account held at the Oriental Bank of Commerce in Saharanpur.
95. Internal Gupta enterprise transaction records (discussed below) further show a large number of transfers to and from Global Corporation to the other companies forming part of the Gupta's offshore network.


## Section 5: Tracing the Flow of Offshore Funds - The UAE Ledgers

96. Our ability to trace the flow of funds through the Gupta enterprise's offshore vehicles derives from the discovery of documents in the \#Guptaleaks. Two documents, attached as Annexures LEDG1 and LEDG2 are of particular importance. I refer to these documents collectively as the 'UAE Ledgers.'
97. Annexure LEDG1 was discovered in the \#Guptaleaks trove of emails. The document, called Bank Summary Amended.xls, was attached to an email (attached as Annexure LEDG1a) sent from Suresh Tuteja to Tony Gupta's Sahara email address, tony@sahara.co.za. The email was sent on the $30^{\text {th }}$ of April 2014 at 07:00. The email forwarded an exchange between Tuteja and Ashu Chawla in which Tuteja supplied Chawla with the document for comment. Tuteja explained the email to Tony Gupta by noting 'Please find below the email sent to Ashu ji.'
98. It should be noted that the \#Guptaleaks included a slightly earlier and different version of the Bank Summary spreadsheet. This document was attached to an email (attached as Annexure LEDG1b) sent on the 29 th of April 2014 with the subject 'FW: Visit Observations.' The email was sent from Ashu Chawla's Gmail account (ashuc111@gmail.com) to Rana Kumar and Ashu Chawla's Sahara address. This email consisted of a forward of an email originally sent to Ashu Chawla's Gmail by Suresh Tuteja (skuteja@gmail.com) on the $25^{\text {th }}$ of April 2014. In the body of the original email sent by Tuteja, the file is described as 'a file containing details of accounts for the period 1-3-2013 to 28-02-2014.'
99. For completeness sake, it should be noted that a third email was sent. This email was sent by Tuteja to Chawla, also on the $30^{\text {th }}$ of April 2014. It was sent at 07:01, a minute after the email attached as Annexure LEDG1b. It attached an additional document called 'Bank Summary 2014.xls', which contained ledgers for transactions for March and April 2014. As I do not draw on this document, I do not attach it here.
100. Based on the email chain shown in Annexure LEDG1a, it is apparent this document had been sent by Tuteja to Ashu Chawla for comment and amendment, which was implemented by Tuteja. Once the document had been finalised, it was forwarded to Tony Gupta.
101. Annexure LEDG1 is self-evidently a ledger of transactions involving four separate offshore entities, each holding accounts at different banks, often with AED or Dollar denominated flavours. Annexure LEDG1 tracks the movement of funds into and between these accounts for the period 1 March 2013 to 25 February 2014. The four companies accounted for in the ledgers are Accurate Investments, Fidelity Enterprises, Gateway and Global Corporation LLC, the constitution of which, and their relationship to other Gupta enterprise entities, I have set out above.
102. The ledger also includes two further sheets of note. The first, titled 'cash', records incoming and outgoing cash transactions. The second, titled 'summary', provides an overview of incomings and outgoings by different line item. Here, it is particularly notable that the summary sheet includes a line item for Estina PTY Ltd. The line item recorded that $\$ 8,348,700$ had been received from Estina PTY Ltd. A snapshot of this entry is attached as Annex LEDG1c.
103. Also important is Annexure LEDG2. This document, an Excel spreadsheet, was attached to an email sent from Ashu Chawla's Gmail address to his address at Sahara (ashu@sahara.co.za) on the $8^{\text {th }}$ of April 2014. It forwarded an email originally sent to Chawla's Gmail address by Sanjay Grover (sanjay.grover@hotmail.com) on the $8^{\text {th }}$ of April 2014. This document appears to be a truncated record of incomings and outgoings for the Gupta enterprise between 9 March 2013 the 26 February 2014. As a result, it traverses many of the same transactions as recorded in Annexure LEDG1. However, it is particularly useful as this document often references the ultimate beneficiary of a payment, which is sometimes lacking from the Annexure LEDG1. As
such, I submit that Annexure LEDG1 and Annexure LEDG2 must be read together to form a full understanding of the flow of funds into and out of the Gupta enterprise.
104. I believe that the Annexures LEDG1 and LEDG2 are accurate and reflect the underlying reality of the banking operations of the Gupta enterprise. Certainly, it would not have made sense for these internal records to be falsified or incorrect, as they formed the backbone of the Gupta enterprises' accounting efforts with regards to these offshore vehicles.
105. Additionally, there is strong evidence emanating from the \#Guptaleaks that supports this assumption. I refer the Commission to Annexures $\mathbf{C}$ and $\mathbf{D}$. Annexure C shows an email exchange between Sanjay Grover and Ashu Chawla taking place on the $27^{\text {th }}$ of July 2013. In the exchange, Chawla asked Grover for 'all the bank statements from March.' Grover responded by attaching four sets of bank statements. These bank statements showed the banking activity of four of the Gupta enterprise's offshore vehicles namely, Accurate Investments, Fidelity Enterprises, Gateway Limited and Global Corporation LLC held at various banks.
106. I do not attach all the bank statements for brevity's sake. I do, however, attach the statement for Global Corporation LLC, with file name 'GCL BS march june.pdf' as Annexure D. This statement showed banking activity from Global Corporation's USD account 01202116701 [IBAN AE52 0440000101202116 701] held with Standard Chartered Bank in Dubai. A comparison of these statements against Annexure LEDG1 illustrates correspondence between the two.
107. An equally powerful piece of corroborating evidence is the correspondence between transfers recorded in Estina's Standard Bank accounts and transactions recorded in the UAE Ledgers. A review of the sheet titled 'Glo Acc Gateway’, almost certainly shorthand for 'Global', 'Accurate’ and 'Gateway', records four transfers, each of which is included in our later
analysis of the disbursement of tranches of funds from Estina in Tables 1 through 8. These transactions are also simultaneously reflected in Estina's Standard Bank statements, providing clear evidence that the UAE Ledgers acted as an accurate accounting for real-life transactions.
108. The four transfers were recorded in the Dubai ledgers in the 'Global Acc Gateway' sheet as follows:
a. Row 146 , dated $11 / 08 / 2013$, reflecting a deposit of $\$ 1,999,975$ into Gateway by Estina PTY Ltd;
b. Row 185 , dated $05 / 09 / 2013$, reflecting a deposit of $\$ 2,999,975$ into Gateway by Estina PTY Ltd;
c. Row 220, dated $23 / 09 / 2013$, reflecting a deposit of $\$ 2,999,975$ into Gateway by Estina PTY Ltd;
d. Row 223, dated 24/09/2013, reflecting a deposit of $\$ 348,775$ into Gateway by Estina PTY Ltd
109. The same transactions are recorded in Estina PTY Ltd's Standard Bank statements for account 310864860 as follows:
a. R19,780,000 transferred on 7/08/2013 with reference 'TELETRANSMISSION OUTWARD GATEWAY LIMITE 1308068305TT2392' appearing at page 38 of Annexure E;
b. R30,900,000 transferred on 4/09/2013 with reference TELETRANSMISSION OUTWARD GATEWAY LIMITE 1309048305TT3527' appearing at page 44 of Annexure E;
c. R29,550,000 transferred on 23/09/2013 with reference "TELETRANSMISSION OUTWARD GATEWAY LIMITE 1309208305TT4552' appearing at page 49 of Annexure E;
d. R3,473,664.32 transferred on 23/09/2013 with reference ‘TELETRANSMISSION OUTWARD GATEWAY LIMITE 1309238305TT4597' appearing at page 49 of Annexure E.
110. The Commission has provided me with a copy of bank statements for Gateway Limited's USD Standard Chartered account registered in Dubai. The bank statements confirm the above transactions, in particular payments out of Estina and into Gateway

### 5.1. Additional Verification of the Correctness of the \#Guptaleaks Internal Account

## Mechanisms

111. Using documents disclosed to me in preparation for testimony before the commission, I have been able to cross-check and verify a number of entries recorded in the Dubai Ledgers. The verified transactions and the relevant details are set out below.
112. Prior to moving onto the table below, it is additionally worth noting that a cross-checking and verification exercise has been conducted on additional internal Gupta ledgers: what I refer to as the Hawala ledgers and a second set of Dubai-based ledgers. The results of this verification will be dealt with in the report on the capture of Transnet; suffice to note, here, that this exercise has provided additional corroboration for the accurateness of the internal account records and ledgers used by the Gupta enterprise and discovered in the \#Guptaleaks records.

| Date | Amount | Payee | Beneficiary | Verification Details |
| :--- | :--- | :--- | :--- | :--- |
| $19 / 03 / 2013$ | $\$ 152,175.36$ | Sahara | Global <br> Corporation | Verified with reference to <br> Reserve Bank data, in <br> particular reverse name <br> search for transfers <br> involving Global <br> Corporation. Unique <br> transaction reference is <br> $32613 T S 002934$. |
| $11 / 04 / 2013$ | $\$ 157,202.58$ | JJ Trading | Global <br> Corporation <br> (Dubai Bank of <br> Baroda Account) | Verified with reference to <br> HSBC bank statements for <br> JJ Trading. Unique <br> transaction reference <br> 20130410400000098998 |
| $23 / 04 / 2013$ | $\$ 273,469.58$ | J J TRADING | Global <br> Corporation <br> (Dubai NBAD) | Verified with reference to <br> HSBC bank statements for <br> JJ Trading. Unique |

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|  |  |  |  | transaction reference 20130423400000043789 |
| :---: | :---: | :---: | :---: | :---: |
| 23/07/2013 | \$100 000 | Global Corporation USD SCB | Gateway Limited (Dubai SCB) | Verified with bank statements for Gateway Limited's Standard Chartered Account attached as Annexure T to this report |
| 11/08/2013 | \$1,999,975.00 | $\begin{aligned} & \text { ESTINA PTY } \\ & \text { LTD } \end{aligned}$ | Gateway Limited (Dubai SCB) | Verified with reference to Estina Bank Statements and cashflow analysis supplied by the Commission. The transactions are also confirmed by reference to Reserve Bank data, in particular a reverse search for Gateway Limited. Unique transaction number 1308068305 TT2392 |
| 11/08/2013 | \$1600 000 | Gateway Limited (Dubai SCB) | Global <br> Corporation USD <br> (Dubai SCB) | Verified with bank statements for Gateway Limited's Standard Chartered Account attached as Annexure T to this report |
| 12/08/2013 | \$400 000 | Gateway Limited (Dubai SCB) | Accurate Investments USD (Dubai SCB) | Verified with bank statements for Gateway Limited's Standard Chartered Account attached as Annexure T to this report |
| 05/09/2013 | \$2,999,975.00 | $\begin{aligned} & \text { ESTINA PTY } \\ & \text { LTD } \end{aligned}$ | Gateway Limited (Dubai SCB) | Verified with reference to Estina Bank Statements and cashflow analysis supplied by the Commission. The transactions are also confirmed by reference to Reserve Bank data, in particular a reverse search for Gateway Limited. Unique transaction number 1309048305 TT3527 |
| 09/09/2013 | \$1400 000 | Gateway Limited (Dubai SCB) | Accurate Investments USD (Dubai SCB) | Verified with bank statements for Gateway Limited's Standard Chartered Account attached as Annexure T to this report |
| 18/09/2013 | \$50 000 | Gateway Limited (Dubai SCB) | Fidelity Enterprises USD (Dubai SCB) | Verified with bank statements for Gateway Limited's Standard Chartered Account attached as Annexure T to this report |
| 23/09/2013 | \$186,595.58 | J J TRADING | Global Corporation (Dubai SCB) | Verified with reference to HSBC bank statements for JJ Trading. Unique transaction reference 20130923400000026636 |
| 23/09/2013 | \$2,999,975.00 | ESTINA PTY LTD | Gateway Limited (Dubai SCB) | Verified with reference to Estina Bank Statements and cashflow analysis supplied by the Commission. The transactions are also |

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|  |  |  |  | confirmed by reference to Reserve Bank data, in particular a reverse search for Gateway Limited. Unique transaction number 1309208305 TT 4552 |
| :---: | :---: | :---: | :---: | :---: |
| 23/09/2013 | \$3,100,000.00 | Fidelity Enterprises | OAKBAY INVESTMENT | Verified with reference to Reserve Bank data, in particular reverse name search for transfers involving Global Corporation. Unique transaction number is 201309250312_1 |
| 23/09/2013 | \$72 231.14 | Gateway Limited (Dubai SCB) | Star Engineers | Verified with bank statements for Gateway Limited's Standard Chartered Account attached as Annexure T to this report |
| 23/09/2013 | \$400 000 | Gateway Limited (Dubai SCB) | Global <br> Corporation LLC USD (Dubai SCB) | Verified with bank statements for Gateway Limited's Standard Chartered Account attached as Annexure T to this report |
| 24/09/2013 | \$348,775.00 | $\begin{aligned} & \hline \text { ESTINA PTY } \\ & \text { LTD } \end{aligned}$ | Gateway Limited (Dubai SCB) | Verified with reference to Estina Bank Statements and cashflow analysis supplied by the Commission. The transactions are also confirmed by reference to Reserve Bank data, in particular a reverse search for Gateway Limited. Unique transaction number 1309238305 TT4597 |
| 24/09/2013 | \$754,755.46 | JJ TRADING | Global Corporation (Dubai SCB) | Verified with reference to HSBC bank statements for JJ Trading. Unique transaction reference 20130923400000028707 |
| 12/10/2013 | \$350 000 | Gateway Limited USD (Dubai SCB) | Global Corporation USD (Dubai SCB) | Verified with bank statements for Gateway Limited's Standard Chartered Account attached as Annexure T to this report |
| 23/11/2013 | \$25000 | Gateway Limited USD (Dubai SCB) | Global <br> Corporation LLC <br> USD (Dubai SCB) | Verified with bank statements for Gateway Limited's Standard Chartered Account attached as Annexure T to this report |
| 23/11/2013 | \$90 000 | Global Corporation LLC | Gateway Limited (Dubai SCB) | Verified with bank statements for Gateway Limited's Standard Chartered Account attached as Annexure T to this report |
| 26/11/2013 | \$250 000 | Global Corporation LLC | Gateway Limited (Dubai SCB) | Verified with bank statements for Gateway Limited's Standard Chartered Account attached |

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|  |  |  |  | as Annexure T to this report |
| :---: | :---: | :---: | :---: | :---: |
| 02/12/2013 | \$300 000 | Gateway Limited (Dubai SCB) | Global Corporation LLC | Verified with bank statements for Gateway Limited's Standard Chartered Account attached as Annexure T to this report |
| 02/12/2013 | $\begin{array}{\|l\|} \hline \text { AED } \\ 230,991.34 \end{array}$ | Global Corporation BOB AED Dubai | Browns Sandton City (600k) | Verified with reference to Reserve Bank data, in particular reverse name search for Global Corporation. Note that this transaction is recorded in the Reserve Bank data as R600 000. This is almost certainly the same transaction as the AED amount indicated in the Dubai ledgers equalled R600 000 on the date of payment. Moreover, the Dubai Ledgers recordal described this payment as 'Browns 600k.' Unique transaction reference I085917665633418-001. |
| 03/12/2013 | $\begin{aligned} & \text { R50 000/\$18 } \\ & 616.49 \end{aligned}$ | Gateway Limited (Dubai SCB) | Browns Sandton City | Verified with bank statements for Gateway Limited's Standard Chartered Account attached as Annexure T to this report |
| 18/12/2013 | \$25 760 | Gateway Limited (Dubai SCB) | Global Corporation LLC | Verified with bank statements for Gateway Limited's Standard Chartered Account attached as Annexure T to this report |
| 03/12/2013 | \$100 000 | Flemingo International BVI | Gateway Limited (Dubai SCB) | Verified with bank statements for Gateway Limited's Standard Chartered Account attached as Annexure $T$ to this report |

## Section 6:The Laundering and Dissipation of Funds Paid to Estina by the Free State Department of Agriculture, Tranches 0-7

### 6.1 Housekeeping: Describing and Evidencing the Distribution of Estina Funds

113. The money laundering systems used by the Gupta enterprise were extremely complex. These complex systems are best understood both visually and descriptively. I thus direct the Commission's attention to the attached diagrams (Annexes TRDOrevised to TRD7revised) that lay out a visual summary of the transfer of funds. These diagrams have been revised and updated using banking documents provided by the Commission. These should be consulted in conjunction with the descriptions provided below that highlight the key methodologies used and the traceable endpoints. I also provide two annexures, Annexures F[revised] and G[revised], which provide a visual guide to the Aerohaven and Oakbay loan-back structures that feature in multiple tranches.
114. I also attach, as Annexure $\mathbf{H}$ (revised), a full list of all transactions relevant to each of these tranches. This revised transaction list now cross-references banking documents within the Commission's possession and provided to SWI.
115. Note that, in compiling annexures TRDOrevised to TRD7revised and Annexure H, I do not list every transaction that took place in and out of Estina's bank accounts. Thus I do not record (or reflect) every payment, for example, made from Estina's account to local suppliers or for the payment of salaries. Instead, the list, and the exercise of tracing the laundered funds, focuses on the broad stroke distribution of the Estina funds, with particular attention to tracing those funds that were ultimately used to benefit or were transferred to Gupta enterprise companies. Thus, in certain cases, the diagrammatic depictions will indicate an approximate figure used to illustrate the funds transferred from the Estina accounts to businesses credibly linked to the operation of a dairy farm.
116. It should further be noted that, unless the traced funds moved via the Dubai offshore network, I have generally halted the tracing exercise at the point where the funds hit their first Gupta-controlled entity.
117. Finally, I attach one further annexure, Annexure A. Annexure A is a document of our own creation and used for more detailed analysis. It is made up of all transactions related to Accurate, Fidelity, Gateway and Global, and identifies the relevant accounts utilised in the transactions. A running tally/balance for each of the accounts has been calculated using a simple formula. This enables us to show that payments made out of the Gateway accounts that I describe below, for example, could only have reasonably derived from funds transferred to it by Estina.

### 6.2. Estina as a General-Purpose Money Laundering Entity

118. Evidence emerging from the \#Guptaleaks and confirmed by documents provided to me by the Commission show that, prior to Estina's role in the Vrede Dairy scandal, Estina had already acted as general purpose money laundering entity by the Gupta enterprise.
119. This evidence was uncovered in the analysis of what I call the hawala ledgers. As I will describe in greater detail in my further report on the laundering of funds from Transnet, the hawala ledgers recorded the transfer of funds between the Gupta enterprise and the Worlds Window Network. The hawala ledger, a substantial portion of whose payments have been verified by reference to underlying banking documents, shows that the Gupta enterprise made use of the Worlds Window Network in order to launder the proceeds of crime, including, but not limited to, the receipt, laundering and dissipation of kickbacks from Chinese state rail manufacturers related to Transnet's 1064 procurement contracts.
120. The hawala ledger shows that the Gupta enterprise and the Worlds Window Network began transferring money between both each other beginning in

2010, making use of different money laundering vehicles and schemes to do so. ${ }^{14}$
121. One such money laundering scheme was a loan-back scheme involving the World's Window controlled company Everest Global Metals (PTY) Ltd, a subsidiary of the Dubai-based company Everest Metals FZE. In early 2011, Everest Global Metals (PTY) Ltd was granted an R16m loan by the Bank of Baroda. On the $25^{\text {th }}$ of March 2011, Everest Global Metals (PTY) Ltd transferred R15m of the R16m Baroda loan to Westdawn Investments.
122. On a monthly basis, the Bank of Baroda would submit a letter of reminder for the repayment of interest on the R15m loan to the directors of Everest Global Metals. Notably, these letters of reminder would be sent, not to Everest, but to Gupta enterprise staff, including Ashu Chawla. This incidentally indicates that the Bank of Baroda was fully aware of the involvement of the Gupta enterprise in the issuing and repayment of this loan. The reminder letter would be emailed to Worlds Window staff, who were asked to make a payment settling the interest. Thereafter, Everest Global would make the transfer to Bank of Baroda to settle the transaction. Simultaneously, Everest Global Metals (Pty) Ltd would issue an invoice to Westdawn investments, who would reimburse Everest Global Metals (Pty) Ltd the interest payment. The loan-back scheme is visualised below:

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123. On one occasion, for reasons that remain unclear, Everest Global Metals did not raise an invoice related to the interest payment against Westdawn Investments. Instead, on the $3^{\text {rd }}$ of May 2011, a Worlds Window employee by the name of Satyajeet Pandey emailed Ashu Chawla. Pandey requested that Ashu Chawla 'please get an invoice from Estina 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.
124. Estina's Standard Bank statements show that Estina made the R125 400 payment to Everest Global Metals on the $13^{\text {th }}$ of May 2011.
125. Estina's Standard Bank records further show that Estina made an additional R125 400 payment to Pragat Investments on the $6^{\text {th }}$ of May 2011. I could find no record of any invoices relating to Pragat Investments. However, Pragat Investments is a shareholder in Linkway Trading as of 2016, and was recorded as 30.1\% shareholder in Tegeta Exploration and Resources according to Tegeta's annual report. In the circumstances, it is possible that the payment of R125 400 to Pragat was connected to the Everest-Westdawn Loanback scheme; although this can only be confirmed with an examination of Pragat Investment's banking facilities.
126. Estina was thus, a full year prior to its involvement in the Vrede Dairy Project, already being used by the Gupta enterprise to engage in the laundering of assets. As such, Estina's involvement in the elaborate laundering the funds related to the Vrede Dairy Project should come as little surprise.

### 6.3. Laundering Proceeds from Tranche 0

127. Traceable Endpoint of Money Flows:
a. Linkway Trading, which received $\$ 1347000$ on the $9^{\text {th }}$ of September 2013 in partial payment against an invoice raised against the costs of the Sun City/Gupta wedding
b. Oakbay Investments (Pty) Limited, which received \$100 000 commingled with $\$ 3 \mathrm{~m}$ from Tranche 2, on the $23^{\text {rd }}$ of September 2013; and a further $\$ 100000$ commingled with $\$ 800000$ of money emanating from success fees paid in relation to contracts from Transnet on the $24^{\text {th }}$ of September 2013;
c. Star Engineering, which receives $\$ 72,231.14$ on the $23^{\text {rd }}$ of September 2013;
d. Lin Yu Ju, who receives an amount, potentially a loan, of \$50,000 on 23 September 2013
e. AED 737,220 paid to Shivani and Achla Gupta on the $8^{\text {th }}$ of September 2013;
f. Two amounts of cash (AED368,570 on 7 October 2013) and (AED367,255 on 25 September 2013) given for use on suspected hawala transfers, the ultimate beneficiaries unclear;
g. Estina's ABSA account 4079496171 , which receives R1m on the $27^{\text {th }}$ of July 2020.
128. Accounts Used:

## South Africa

a. Estina (Pty) Limited Standard Bank (310864860)
b. Estina (Pty) Limited ABSA Bank (4079496171)
c. Estina Baroda Current Account (92020200000255)
d. Estina Baroda Fixed Deposit Account (920203000000189)
e. Estina Baroda Fixed Deposit Account FDR( 92020300000282)
f. Estina Baroda Fixed Deposit Account (92020300000207)
g. Linkway Trading (Pty) Limited (State Bank of India Johannesburg Account No. 32620055720101)
h. Oakbay Investments (Pty) Limited (Bank of Baroda Johannesburg Account No. 92020200000034)
i. Kamal Vasram Standard Bank (exact account number unknown)

## UAE

j. Accurate Investments Limited (Standard Chartered Bank Dubai Account No. 01204077701)
k. Fidelity Enterprises Limited (Bank of Baroda Dubai USD Account No. 90030200012009)
I. Fidelity Enterprises Limited (Standard Chartered Bank Dubai USD Account No. 01923292301)
m. Gateway Limited (Standard Chartered Dubai USD Account No. 02206949201)
n. Global Corporation LLC (Standard Chartered Dubai USD Account 01202116701)
o. Global Corporation LLC (Bank of Baroda Dubai USD Account No. 90030200012005)
p. Global Corporation LLC (Bank of Baroda Dubai AED Account No. 90030200012004)
q. Global Corporation LLC (National Bank of Abu Dhabi Dubai AED Account 6202119544)
129. See Annexure TRD0[revised] for a visualisation of this tranche and Annexure H[revised] for a list of all transactions relevant to this tranche. I also refer the Commission to Annexure TRD0(part1)[revised] through to Annexure TRD0(part 4)[revised] for a visualisation of individual streams or phases of offshore money laundering as discussed below.
130. Tranche 0 refers to the payment and dissipation of the original R30m government grant paid by the Free State government to Estina. I refer to it is as Tranche 0 as this payment was not mentioned in the AFU's original application. Tranche 0 is so named so that Tranches 1 to 7 described below accord with the 7 tranches identified in the AFU's application for the preservation of assets.
131. The curious hallmark of Tranche 0 is the fact that the funds were placed in fixed deposit accounts for over a year after they were received. This was
peculiar as Estina was, at the same time, incurring the day-to-day running costs one would expect from establishing a dairy project. It is odd that Estina's costs in establishing the Vrede Dairy were not simply paid for out of the first tranche paid to it by the Free State government. Instead, in order to cover these running costs, Estina instead took out loans from the Gupta enterprise companies Oakbay and Aerohaven. These loans were, in themselves, a form of money laundering, as I set out below.
132. Estina was paid the R30m from Tranche 0 on the $9^{\text {th }}$ of July 2012.
133. From this account, R1m was transferred to Estina's ABSA account 4079496171 on the $27^{\text {th }}$ of July 2012.
134. On the $31^{\text {st }}$ of July 2012, R28m of the R30m deposit was transferred to Estina's current account at the South African branch of Bank of Baroda with account number 92020200000255 . On the same day, this R28m deposit was transferred into a Fixed Deposit account held by Estina with Baroda with account number 92020300000189 . Shortly thereafter, on the $8^{\text {th }}$ of August 2012, this amount was transferred to a second Estina Fixed Deposit account 92020300000282.
135. On the $4^{\text {th }}$ of September 2013 - a year and two months after the amount had initially been paid to Estina by the Free State Department of Agriculture - the Estina Fixed Deposit account 92020300000282 was liquidated and R28m transferred into Estina's Baroda current account 92020200000255. On the same day, a separate Estina Fixed Deposit Account at Baroda, 92020300000207, was also liquidated, thereby releasing R2m that was transferred into the same Baroda current account ending 255. As I describe further below, R1 050000 of this R2m was sourced from the Free State Government payment under Tranche 1. The remaining R950 000 is from an unknown source.
136. On the same day the Fixed Deposit accounts were liquidated, R30m was transferred from Estina's Baroda current account into Estina's Standard Bank account 310864860. The transfer of R30m to Estina's account could only have been sourced from Tranche 0 funds as, prior to the closure of the two Fixed Deposit accounts, the balance in Estina's Baroda current account was R513 964.
137. The following day, the $5^{\text {th }}$ of September 2013, $\$ 2999975$ (R30.9m) is transferred from Estina's 310864860 Standard Bank Account to Gateway Limited, which holds an account with Standard Chartered in Dubai, account number 02206949201. The additional R0.9m was funded through a transfer of R1.3m made on the $4^{\text {th }}$ of September 2013 from Kamal Vasram into Estina's Standard Bank account. This amount was funded by a bogus loan granted to Vasram by Aerohaven Trading, described below. This amount ultimately derived from Tranche 1, also as described below.
138. The payment of $\$ 2999975$ could only have been funded by Tranche 0 and Tranche 1 funds as, prior to the receipt of the R30m payment from Estina's Baroda current account and the R1.3m payment from Vasram (as part of the Aerohaven loan-back scheme), the balance in the Estina's Standard Bank account was only R22 863.
139. From Gateway Limited, the R30.9m was split into four different streams. Prior to describing these streams, it is worth recording that our calculations show that the transfers out of Gateway Limited accounts to the recipients below could only have been funded with money from Tranche 0 . In particular, an analysis of the Gateway banking records for the period shows that prior to the receipt of the $\$ 2999975$ payment on $5^{\text {th }}$ of September 2013, Gateway Limited's US denominated Standard Chartered account held only \$1 943.14.
140. In the first stream, visualised in Annexure TRD0(part1)[revised], two payments were made directly from Gateway Limited to beneficiaries without any further laundering: $\$ 72,231$ to Star Engineering (which provided certain
dairy farming equipment to Estina as discussed in our first submission) and $\$ 50,000$ to Lin Yu Ju. Both of these payments are made on the $23^{\text {rd }}$ of September 2013. The \$50,000 payment to Lin Yu Ju is recorded as a loan. The \#Guptaleaks archives show that Lin Yu Ju was a business associate of the Gupta enterprise
141. The second stream, visualised in Annexure TRD0(part2)[revised], was initiated with the transfer of \$400 000 from Gateway Limited into Global Corporation's Standard Chartered USD account on the $23^{\text {rd }}$ of September 2013. The following day, AED1 650000 ( $\$ 449$ 346.145) was paid to Global's AED denominated account at the National Bank of Abu Dhabi. On the same day, AED1 700000 was withdrawn in cash from that account. Of this AED367 245 was paid in cash with the description 'Cash given to Nahdi.' The payment is titled 'Nahdi ex' in the Gupta transfer documentation, which I suspect refers to the AI Nahdi exchange network, a money changing facility ${ }^{15}$. The payment is also referred to as a 'remittance' in the notation of the banking documentation. It is unclear who this hawala transfer would have benefited.
142. On the same day, the remaining AED1 300000 in cash was deposited into Global Corporation's Bank of Baroda Dubai-based AED denominated account. This cash deposit was split into three streams.
a. In the first, AED367 255 was transferred on the $25^{\text {th }}$ of September 2013 to the same Nahdi recipient as above.
b. In the second, on the $7^{\text {th }}$ of October 2013, AED368 750 was transferred out in cash as to 'Vikas.' I suspect that this refers to Vikas Chaturvedi, a Gupta enterprise employee responsible for arranging visas and undertaking other logistical work.
c. The third stream was initiated on the $24^{\text {th }}$ of September 2013 when \$100 000 was transferred into Fidelity Enterprise's Bank of Baroda USD denominated account. The $\$ 100000$ was commingled with $\$ 900$

[^8]000 paid into the Fidelity account from Global Corporation's Bank of Baroda USD denominated account. This $\$ 900000$ from Global was sourced, in part, from payments made to Global by JJ Trading FZE. Finally, on the $24^{\text {th }}$ of September 2013, $\$ 900000$ was transferred from Fidelity Enterprise's Bank of Baroda USD account to Oakbay Investments.
143. The third stream of payments from Gateway, visualised in Annexure TRD0(part3)[revised] was initiated on the $5^{\text {th }}$ of September 2013 through the transfer of $\$ 1 \mathrm{~m}$ from Gateway Limited into Global Corporations' Standard Chartered Dubai USD account.
144. On the $7^{\text {th }}$ of September 2013, $\$ 700000$ of this amount was transferred to Global Corporation's Bank of Baroda Dubai USD account, which was, itself, split into two smaller streams. First, from here, AED1 850000 was transferred to Global Corporation's Bank of Baroda AED account, which was immediately withdrawn in cash to be sent for use on the AI Nahdi exchange. Second, on the $8^{\text {th }}$ of September 2013, $\$ 145000$ was transferred to Fidelity Enterprise's Bank of Baroda USD account. Of this, \$142000 was transferred out and described as 'Bhatia share purchase part payment.'
145. Returning to the beginning of stream 3 of funds distributed from Gateway: on the $8^{\text {th }}$ of September 2013, AED750 000 was transferred from Global Corporation's Standard Chartered USD account into Global Corporation's AED account also at Standard Chartered. This amount was immediately withdrawn in cash, and then deposited into Global Corporation's Bank of Abu Dhabi AED account. Finally, also on the same day, $\$ 200000$ was paid out with the description 'Shivani Gupta-Achla Gupta.'
146. The fourth and final stream, visualised at Annexure TRD0(part4)[revised], was initiated with transfer of $\$ 1.4 \mathrm{~m}$ to Accurate Investments Limited's Standard Chartered USD account in Dubai on the 9 ${ }^{\text {th }}$ of September 2013.

Prior to this transfer, Accurate Investment's US Dollar Standard Chartered

Bank account held a balance of $\$ 4,811.09$. On the same day this money is received, \$1 347000 was transferred to Linkway Trading's Account at the State Bank of India in Johannesburg. This amount is used in partial payment of the invoice raised by Linkway against Accurate Investments for R30m for the cost of the infamous wedding at Sun City. The invoice raised by Linkway against Accurate is attached as Annexure B.
147. On the $18^{\text {th }}$ of September 2013, $\$ 50000$ was transferred from Accurate's account (consisting of the funds left over from the from the $\$ 1.4 \mathrm{~m}$ transfer on the $9^{\text {th }}$ of September 2013) to Fidelity Enterprise's Standard Chartered USD account. This commingled with $\$ 50000$ paid from Gateway Limited to the same Fidelity account, also on the $18^{\text {th }}$ of September 2013. Finally, $\$ 3.1 \mathrm{~m}$ was transferred from Fidelity to Oakbay. This $\$ 3.1 \mathrm{~m}$ was made up of $\$ 100$ 000 sourced from the fourth stream of Tranche 0 funds (as described above) and $\$ 3 \mathrm{~m}$ from Tranche 2.
6.4. Laundering Proceeds from Tranche 1
148. Traceable Endpoint of Money Flows:
a. Vargafield Ltd - R14.275m
b. Gateway Ltd - Approximately R4.57m
c. Linkway Trading - R157 320
d. Sunbay Trading - R350 000
e. Assorted Dairy Costs including Salaries - Approximately R6 546 711.42
f. Afgri Equipment - R2 819676
g. Vrede Pretorius \& Bosman Attorneys -R1.2m
h. Unknown Recipients - R1.6m
149. Accounts Used

## South Africa

a. Aerohaven Trading (Pty) Limited (account details unknown)
b. Aerohaven Trading 'Loan’ to Kamal Vasram
c. Estina (Pty) Limited, Standard Bank Account No. 3100864860
d. Estina (Pty) Limited, Bank of Baroda Current Account No. 92020200000255
e. Estina (Pty) Limited, Bank of Baroda FDR Account No. 92020300000207
f. Estina (Pty) Limited, Bank of Baroda FDR Account No. 92020300000245
g. Estina (Pty) Limited, Bank of Baroda FDR Account No. 92020300000246
h. Estina (Pty) Limited, Bank of Baroda FDR Account No. 92020300000249
i. Estina (Pty) Limited, Bank of Baroda FDR Account No. 92020300000297
j. Kamal Vasram Loan, Bank of Baroda Loan Account No. 9202060000295
k. Kamal Vasram Loan, Bank of Baroda Loan Account No. 9202060000297
I. Kamal Vasram Loan, Bank of Baroda Loan Account No. 9202060000302
m. Kamal Vasram Loan, Bank of Baroda Loan Account No. 9202060000306
n. Kamal Vasram Loan, Bank of Baroda Loan Account No. 9202060000330
o. Kamal Vasram Bank of Baroda 92020200000262
p. Kamal Vasram Standard Bank Personal Account 50041959
q. Unknown Bank of Baroda Account No 92022213201001
r. Oakbay Investments 'Loan' To Kamal Vasram
s. Oakbay Investments (Pty) Limited, Absa Account No. 4072149587
t. Vargafield, ABSA Account 4080547717

## UAE

u. Gateway Limited (UAE) - Standard Chartered Dubai USD 02206949201
150. Tranche 1 refers to laundering of the second payment made by the Free State Department of Agriculture. This payment totalled R34.95m and was paid to Estina's Standard Bank Account 310864860 on the $18^{\text {th }}$ of April 2013.
151. Tranche 1 is by far the most complex of all the tranches due to the extremely elaborate laundering systems that were put in place. For ease of explanation, I have divided Tranche 1 into four parts or phases, which broadly describe different stages in the laundering of the Free State government funds. Nevertheless, I also provide a visual guide to the entirety of Tranche 1 so that it can be viewed as a totality. This is attached as TRD1a[revised].
152. Before describing these phases, it is useful to bear in mind the role played by Tranche 1 in the overall money laundering scheme deployed by the Gupta enterprise. As noted above, the funds first transferred to Estina by the Department in June 2012 (Tranche 0) were placed into a fixed deposit account. However, Estina was, at the same time, incurring the costs associated with establishing the Vrede Dairy Project. In order to cover these costs, Estina took out loans with two Gupta enterprise companies, Oakbay and Aerohaven. These loans were paid to Estina prior to the Free State government paying Tranche 1 into Estina's accounts. Due to the fact that they were ultimately settled with funds later paid in under Tranche 1, the Oakbay and Aerohaven schemes are best understood as forming advances against the Free State government's Tranche 1 payment.
153. Of course, there were considerable amounts also paid out, from Tranche 1, to recipients other than those connected directly with the Vrede Dairy. These are described below.

## Phase 1: The Oakbay Loan-Back Scheme

154. I refer the Commission to Annexure TRD1(part 1)[revised] for a visual breakdown of this phase of the Tranche 1 laundering. I also refer the Commission to Annexure F[revised], which provides a short-hand visualisation of the Oakbay loan-back scheme used in this phase of Tranche 1.
155. Between the $11^{\text {th }}$ of October 2012 and the $19^{\text {th }}$ of July 2013, Oakbay 'loaned' Kamal Vasram R10.992m. These amounts were paid into three streams as follows:
a. R4.5m was transferred to Kamal Vasram's Bank of Baroda current account in two transactions (R3.5m on the $11^{\text {th }}$ of October 2012, R500 000 on the $26^{\text {th }}$ of October 2012 and R500 000 on the $21^{\text {st }}$ o November 2012);
b. R5 642000 was transferred into Kamal Vasram's Standard Bank account in 15 transactions between the $6^{\text {th }}$ of November 2013 and the $18^{\text {th }}$ of April 2013;
156. Of the R5 642000 paid into Kamal Vasram's Standard Bank account (described paragraph b above), R4 442000 was transferred directly into Estina's Standard Bank account. These amounts were transferred into Estina's Standard Bank account on the same day they had been paid by Oakbay to Kamal Vasram's Standard Bank account. The R4 442000 commingled with small existing sums in Estina's Standard Bank account, and were eventually spent on assorted dairy costs, including the payment of salaries, between the $10^{\text {th }}$ of October 2012 and the $18^{\text {th }}$ of April 2013.
157. The remaining amount of R1.2m stemming from the R5 642000 payments described supra was paid directly from Kamal Vasram's Standard Bank account into Estina's Bank of Baroda account, and then immediately into a facility described as 'Cash Margin 100.' The Cash Margin 100 facility was
closed on the $26^{\text {th }}$ of November 2012, its proceeds deposited back into the Bank of Baroda account held by Estina. Finally, on the $26^{\text {th }}$ of November 2012, this R1.2m was transferred into the FNB account of Vrede Bosman \& Pretorius, a firm of attorneys.
158. Of the R4.5m transferred into Vasram's Bank of Baroda current account, R500 000 was immediately transferred onwards to Estina's Standard Bank account, where it was used for assorted dairy costs.
159. The remaining R4m transferred into Vasram's Bank of Baroda current account described in point (a) above, was subject to a more complicated disbursement. First, on the $11^{\text {th }}$ of October 2012, the R3.5m paid into Vasram's Baroda current account was transferred straight into Estina's Standard Bank account. The following day, the $12^{\text {th }}$ of October 2012, R2 359 800 was transferred into the account of Afgri Equipment with account number 4074684905. On the same day, the remaining portion of the R3.5m, R1 050 000, was transferred back into Kamal Vasram's Baroda current account. Three days later, on the $15^{\text {th }}$ of October 2012, R2m was transferred from Vasram's Baroda account into Estina's Bank of Baroda Fixed Deposit account 03/207, of which R1 050000 derived from this stream of funds. The remaining R950 000 was derived from funds deposited into Kamal Vasram's Baroda account, but which I was unable to trace the source.
160. The R2m transferred into Estina's Baroda Fixed Deposit account 03/207 was held in the account for close to a year. It was finally liquidated on the $4^{\text {th }}$ of September 2013, and paid into Estina's Bank of Baroda Current Account. There, it commingled with R28m derived from Tranche 0 as described above, and was ultimately transferred onto Gateway Limited. Thus, at least R1 050 000 from Part 1 of Tranche 1 was ultimately paid to Gateway Limited.
161. Returning to the final payment described in point (a) above. On the $26^{\text {th }}$ of October 2012, R500 000 was transferred from the Oakbay loan facility granted to Vasram into facility into Kamal Vasram's personal Baroda account.

On the same day, R350 000 was transferred from Vasram's account into the Standard Bank account of Sunbay Trading with account number 022494693. The remaining R150 000 was transferred into Estina's Standard Bank account on the $30^{\text {th }}$ of October 2012. Of this, R127 814 was spent over the following five days on various dairy-related costs.
162. Oakbay was paid back in three transfers: R5m on the $19^{\text {th }}$ of April 2013, R4.5m on the $22^{\text {nd }}$ of April 2013 and R1,675,716 on the $20^{\text {th }}$ of September 2013.
163. An analysis of the Estina's banking records show that these loans were paid back using Tranche 1 of Free State money, using a highly circuitous route. On the $19^{\text {th }}$ and $20^{\text {th }}$ of April 2013, Estina transferred R10m and R24.95m (the total of Tranche 1) from its Standard Bank account into its 255 account at Baroda. The R10m paid to Estina's Baroda account could only have come from Tranche 1 funds because, as noted above, on the $18^{\text {th }}$ of April 2013, prior to the Tranche 1 deposit on the $18^{\text {th }}$ of April 2013, Estina's Standard Bank account held a balance of R11 513. ${ }^{16}$
164. On the $19^{\text {th }}$ of April 2013, the first R10m was transferred from Estina's Baroda current account into a Fixed Deposit account at Baroda (9202030000300). The R10m payment into the Fixed Deposit account could only have derived from Tranche 1 funds as, prior to the R10m payment into Baroda's current account from its Standard Bank account, Estina's Baroda current account held a balance of only R517 914.
165. Also on the $19^{\text {th }}$ of April, Kamal Vasram opened up a loan facility valued at (at least) R9.5m with the Bank of Baroda, with loan number 92020600000295. The loan facility was secured against the just opened Fixed Deposit account 3/300.

[^9]166. On the $19^{\text {th }}$ of April 2013, R4m was transferred from the loan account $6 / 295$ to Oakbay. A further R5.5m was transferred to Oakbay on the $22^{\text {nd }}$ of April 2013. This settled R9.5m of the Oakbay loan that had been loaned to Vasram at that point; it left a further R1,675,716 to be repaid, which was done in phase 3 of Tranche 1.
167. The Oakbay scheme was effectively ended on the $14^{\text {th }}$ of October 2013, when the Fixed Deposit account 920020300000297 was closed, and its contents deposited into the Estina Baroda current account. On the same day, the loan account ending 295 was closed and the balances settled by means of a debit against the Baroda current account, and, in particular, the funds released by the closure of the Fixed Deposit account 297.

## Phase 2: The R4m Loan-Back Round-trip

168. I refer the Commission to Annexure TR1(part2)[revised], which provides a visual representation of this phase.
169. The second phase of Tranche 1 was initiated on the $22^{\text {nd }}$ of April 2013, when Estina transferred R24.95m from its Standard Bank account into its Bank of Baroda current account. This amount could only have emanated from the Free State government's Tranche 1 deposit because, prior to the Tranche 1 deposit of R34.95m on the $18^{\text {th }}$ of April 2013, the account held a balance of R11 515, and no further deposits were made into the Standard Bank account prior to the outward transfer of R24.95m on the $22^{\text {nd }}$ of April 2013.
170. On the same day as it received the funds its Standard Bank account, Estina transferred the R25m from its Bank of Baroda account into a fixed deposit account ending 92020300000246. This could only have emanated from Tranche 1 funds as, prior to the deposit of R25m on the $22^{\text {nd }}$ of April 2013, Estina's Bank of Baroda current account held a balance of R517 914.
171. Kamal Vasram took out two loans against this Fixed Deposit Account (the second of these is addressed in phase 3 below). The smaller of these loan accounts was valued at R4m. The loan account was issued with account number 92020600000297 and was opened on the $23^{\text {rd }}$ of April 2013.
172. On the $23^{\text {rd }}$ of April 2013, this R4m was transferred out of Vasram's Fixed Deposit account 92020600000297 . Some mystery surrounds this transfer. According to the Baroda banking documentation, this amount was transferred into Oakbay Investment's account numbered 4072149587. However, this amount does not reflect in the Oakbay Investment account. Nevertheless, the R4m is recorded as entering Estina's Standard Bank account, but with the reference 'Vasram.'
173. Based on a review of the Bank of Baroda pool account held at Nedbank, the R4m was indeed transferred from the pool account on the $23^{\text {rd }}$ of April 2013 and paid to Estina Pty Ltd. The most reasonable inference to draw here is that the R4m was not transferred to Oakbay, but was simply deducted from Vasram's loan facility, and a direct payment was made from the Nedbank pool account equalling the same amount to Estina. It was likely made with the reference 'Vasram', explaining the entry on Estina's Standard Bank statement for this transfer. This strongly suggests that the Bank of Baroda was fully aware of that the transfer from Vasram's loan account was actually always intended to be paid into Estina's Standard Bank account, and thus that the Bank of Baroda were aware of the underlying reality of this transaction, and, plausibly, the entire loan-back scheme.
174. Once the R4m was received in Estina's Standard Bank account, it was transferred to the following recipients:
a. Vargafield, which was paid R 3 m on the $24^{\text {th }}$ of April 2013 and a further R250 000 on the $6^{\text {th }}$ of May 2013, for a total of R3.25m;
b. Linkway Trading, which was paid R157 320 on the $8^{\text {th }}$ of May 2013;
175. The remaining funds in Phase 2 were transferred to cover the costs of the dairy, including salary payments.
176. This phase was tied up on the $14^{\text {th }}$ of October 2013, when Estina's Fixed Deposit account was liquidated and its balance paid into Estina's Bank of Baroda current account. On the same day, R4 035131.32 was drawn from Estina's Baroda current account to settle and close Vasram's loan facility 06/297.
177. A certain amount of administrative incompetence, however, appears to have bedevilled this last step. Prior to the liquidation of the Fixed Deposit account on the 14th of October 2013, the balance in this account, R25m, was transferred into an unknown Baroda account with the account number 92022213201001 on the $3^{\text {rd }}$ of October 2013. This appears to be an administrative error as the R25m was rapidly returned to the Estina Fixed Deposit account on the $14^{\text {th }}$ of October 2013. Notably, the bank statements for the Fixed Deposit account 03/246 show that the transfer of R25m back into $03 / 246$ on the $14^{\text {th }}$ of October 2013 was accorded a value date of the $3^{\text {rd }}$ of October 2013. This would most likely have been done to ensure that any interest that may have accrued during the period in which the funds were in the wrong account were reinstated to ameliorate this impact.

Phase 3: The Aerohaven Loan-Back
178. Phase 3 centres on another loan-back scheme, this time with the Gupta enterprise company Aerohaven. It operated in a virtually identical manner to the Oakbay loan-back scheme.
179. I refer the Commission to Annexure TR1(part3)[revised], which provides a visual guide to this phase. I also direct the Commission to Annexure G, which provides a visual guide to the totality of the Aerohaven loan-back scheme, which also implicated funds from Tranche 4.
180. Between the $8^{\text {th }}$ of July 2013 and the $10^{\text {th }}$ of September 2013, Aerohaven 'loaned' R8.9m to Kamal Vasram. These amounts were transferred immediately upon payment from Vasram's personal Standard Bank account into Estina's Standard Bank current account.
181. The R7.9m was transferred out of Estina's Standard Bank account as follows:
a. R5 950000 to Vargafield, made up of 5 transfers made between $8^{\text {th }}$ of July 2013 and the $10^{\text {th }}$ of September 2013;
b. Approximately R557 000 to Gateway Limited on the $7^{\text {th }}$ of August 2013 as part of a larger R19 780000 payment, the remainder of which derived from Tranche 3 funds;
c. R900 000 to Gateway Limited on the $4^{\text {th }}$ of September 2013 as part of a larger R30.9m payment to Gateway Limited, of which the other R30m derived from Tranche 0 funds and R1 050000 from Phase 1 of Tranche 1.
182. The above figures require some further elaboration. First, it is important to note that R5.95m paid to Vargafield between the $8^{\text {th }}$ of July 2013 and the $10^{\text {th }}$ of September 2013 did not constitute the full sum of money paid to Vargafield emanating from Tranche1, but only the amount traced directly to payments made into Estina's accounts through the Aerohaven loan-back scheme. A further R2.2m was paid to Vargafield on the $21^{\text {st }}$ of September 2013, which also derived from Tranche 1 funds, and whose route we describe below.
183. Second, the two transfers to Gateway Limited noted above were not the only payments made to Gateway Limited using Tranche 1 funds, but only the amounts traced directly to payments made into Estina's accounts through the Aerohaven loan-back. An additional R1 050000 was transferred to Gateway emanating from Phase 1 of Tranche 1, while a further R1.6m was also transferred to Gateway from Phase 4 of Tranche 1, as set out below.
184. Third, the calculation of the amounts emanating from the Aerohaven loanback scheme that were paid to Gateway Limited are arrived at as follows:
a. On the $7^{\text {th }}$ of August 2013, Estina transferred R19 780000 from its Estina Standard Bank account to Gateway Limited. At the time, the balance in the account was R20 160 496.67. This balance had been reached through the deposit of R1m on the $2^{\text {nd }}$ of August that originated from the Aerohaven 'loan' to Kamal Vasram, which commingled with the R44 383.47 in the account at the time, bringing the balance to R1 044 383.47. The same day, R100 000 from the Aerohaven 'loan' was transferred back to Kamal Vasram, leaving a balance of R944 383.47, of which R900 000 stemmed from the Aerohaven 'loan' to Vasram. On the $5^{\text {th }}$ of August R19 222758.77 was deposited into Estina's Standard Bank account, drawn from Tranche 3, increasing the balance to R20 167 142.24. The R19 780000 payment to Gateway was only possible with both the R19.2m deposit from Tranche 3 and the R1m Aerohaven 'loan' to Vasram. Assuming that the R19 780000 used all of the R19.2m payment on the $5^{\text {th }}$ of August, this left a balance of R557 241.23 that was required from other sources, namely, funds already in the account and the Aerohaven loanback. For ease of accounting, we have assumed that the full R557 241.23 derived from the R1m Aerohaven loan-back, although it would be equally correct to say that the payment had been settled with R512 000 of the Aerohaven loan and the remainder from funds (R44 383.47) already in the account prior to the deposit of the R1m Aerohaven loan. It is for this reason that we refer to the transfer of R557 241.23 from Tranche 1 to Gateway as an approximate figure.
b. On the $4^{\text {th }}$ of September 2013, Estina transferred R30 900000 from its Standard Bank account to Gateway Limited. This payment was only made possible through the deposit of R1.3m from the Aerohaven 'loan' to Vasram and a deposit of R30m from Tranche 0 (of which R28m was
from Tranche 0, R1 050000 from Phase 1 of Tranche 1, and the remainder from an untraceable source). Both of these amounts (the R30m and R1.3m) were deposited on the $4^{\text {th }}$ of September 2013, the same day as the payment to Gateway Limited. Prior to these two deposits, the account held a balance of R22 863.60. For ease of accounting, we have assumed that the R30 900000 payment was drawn from the entire Tranche 0/Tranche 1 deposit of R30m, leaving R900 000 to be accounted for. Again, for ease of accounting, we have assumed that this R900 000 was drawn entirely from the R1.3m Aerohaven 'loan', although it is equally correct to state that the R900 000 was constituted by the R22 863.60 in the account as of the $3^{\text {rd }}$ of August 2013 and R877 136.40 from the R1.3m Aerohaven 'loan.' It is for this reason that we refer to the transfer of R900 000 to Gateway from Tranche 1 as an approximate figure.
185. Returning to the Aerohaven loan-back: the Aerohaven 'loan' was settled in much the same way that the Oakbay loan was settled. Thus, and as noted in phase 2, on the $22^{\text {nd }}$ of April 2013, three days after receiving the funds from the Free State government, Estina transferred R25m in its Bank of Baroda account. This R25m was immediately placed into a Fixed Deposit account ending 297. Kamal Vasram opened a loan facility worth R19.5m 92020600000330 against this deposit. On the $20^{\text {th }}$ of September 2013, the full R19.5m was transferred into Kamal Vasram's personal account at Baroda. On the same day, R8.9m of this money was transferred to Aerohaven to settle the 'loan' facility's outgoings up to that point.
186. The remaining R10.6m from the $20^{\text {th }}$ September 2013 payment to Kamal Vasram was split into two amounts. First, on the $20^{\text {th }}$ of September 2013, Vasram transferred R1 675716 to settle Vasram's loan account with Oakbay, thus closing the Oakbay ‘loan’ scheme.
187. Second, Vasram transferred R5.8m from his account into Estina's Standard Bank Account. This amount was distributed in two separate payments as follows:
a. R2.2m was paid to Vargafield on the $21^{\text {st }}$ of September 2013;
b. Approximately R1.6m was paid to Gateway Limited as part of two transfers made on the $23^{\text {rd }}$ of September 2013 that was commingled with Tranche 2 funds
188. The above figures require some elaboration. We arrived at these approximations as follows:
a. With regards to the transfer to Gateway Limited: On the $23^{\text {rd }}$ of September 2013, Estina made two transfers of R29 550000 and R3 473664.32 to Gateway Limited (a total of R32 973 664.32). This payment was made possible by three deposits all made on the $20^{\text {th }}$ of September: R5.8m on the $20^{\text {th }}$ of September 2013 originating from the remainder of Vasram's 06/330 loan, and R13m and R17m both emanating from Tranche 2 funds. Prior to these transfers, the balance in the Estina Standard Bank account was R13 444.56. For ease of accounting, we have assumed that two payments totalling R32 973 664.32 to Gateway Limited were drawn from the entire R30m deposited from Tranche 1 funds, and the remainder drawn from the R5.8m deposit from Vasram, i.e. R2 973 664.32. It would be equally correct, however, to assume that the payment to Gateway Limited drew on the entire R5.8m deposit from Vasram and the remainder from Tranche 2; hence our reference to the R2.9m figure as approximate.
b. With regards to the transfer to Vargafield: On the $20^{\text {th }}$ of September 2013, Estina transferred R2.2m (net) ${ }^{17}$ to Vargafield. This payment

[^10]could only have been drawn from the deposits made on the $20^{\text {th }}$ of September from Tranche 2 funds and the R5.8m deposit to Estina from Vasram drawn from Tranche 1 Phase 3 funds. For ease of accounting, we have assumed that the R2.2m (net) paid to Vargafield was drawn entirely from the R5.8m deposit from Estina, although it would be equally correct to say that it was drawn from both the R5.8m deposit and the R13 444.56 that was already in the Estina account prior to the R5.8m deposit. Thus our use of the term approximate.
189. After these transfers had been made, R3 124284 remained of the original R19.5 payment made to Kamal Vasram's personal account, which commingled with R16 896.07 already in Vasram's personal account. Of this, R2m was transferred on the $20^{\text {th }}$ of September 2013 to settle and close a loan taken out by Vasram with Baroda in May 2013 with account number 92020600000302. This settled and closed the loan account. A further R1m was transferred on the same day to settle and close a Baroda loan account opened by Vasram on the $11^{\text {th }}$ of June 2013, 92020600000306.
190. The loan accounts 06/302 and 06/306 were opened by Vasram against an R30m Estina Fixed Deposit Account 03/249. As we describe below, this Fixed Deposit Account drew from Tranche 2 funds. Nevertheless, as these loan accounts were ultimately settled with Tranche 1 Phase 3 funds, we assign their disbursement to Phase 1.
191. The loan account 06/302 was issued against the Phase 2 FDR on the $15^{\text {th }}$ of May 2013, and, as such, could be seen as an advance against Phase 1 funds that had been tied up in Estina's 03/246 FDR established using Phase 1 funds on the $22^{\text {nd }}$ of April 2013. The same is true of loan account $03 / 306$, which was opened on the $11^{\text {th }}$ of June 2013.

[^11]Report to the Zondo Commission on money flows related to the Estina/Vrede Dairy Project
192. As with Tranche 0, the effective advance issued on Phase 1 funds that had been 'trapped' in a fixed deposit account, the loan accounts 03/302 and $03 / 306$, were used mostly to defray dairy related expenses or pay Vargafield. On the $16^{\text {th }}$ of May 2013, the R2m loan facility 06/302 was transferred into the account of Estina at Standard Bank. There, it commingled with R358 769.79, which itself was drawn from the approximately R650 000 left over from the R4m Aerohaven loan in Tranche 1 Phase 2. The following day, R625 000 was transferred to Vargafield's ABSA account. A further R250 000 was transferred to Vargafield on the $7^{\text {th }}$ of June 2013. Of the remaining funds, R1 052112 was spent on assorted dairy costs to the $6^{\text {th }}$ of June 2012. On the $12^{\text {th }}$ of June, the R1m from loan facility 03/306 was paid into Estina's Standard Bank account, commingling with R393 881.96 already therein. Of this R1 393881.96 , R1 339550.96 was spent on assorted dairy costs up to the $4^{\text {th }}$ of July 2013.
193. Finally, on the $14^{\text {th }}$ of October 2013, Estina's Fixed Deposit account ending 297 was closed, and the R25m earned from this closure deposited back into Estina's Bank of Baroda current account. On the same day, Vasram's R19.5m loan facility ending 330 was closed and repaid against the funds from the 297 Fixed Deposit account.

## Phase 4

194. See Annexure TR1(part4)[revised] for a visualisation of this final tranche of Phase 1.
195. Phase 4 was short and simple, and linked closely to Phases 2 and 3. Briefly, and as noted above, on the $14^{\text {th }}$ of October 2013, the Estina Fixed Deposit account ending 297 was closed. The majority of these proceeds were used to settle Vasram's Baroda loan facilities ending 297 and 330, totalling R23 628 197 (the capital amounts of R19.5 and R4m respectively with accrued interest).
196. This left R1.4m of the R25m, which was commingled with other funds in the Baroda account in order to transfer R2m into Estina's Standard Bank account on the $14^{\text {th }}$ of October 2013. Finally, on the $15^{\text {th }}$ of October 2013, this R2m was transferred to Vargafield.

### 6.5. Laundering Proceeds from Tranche 2

197. Traceable Endpoint of Money Flows
a. Oakbay Investments Ltd, Bank of Baroda account in South Africa $\$ 3.1 \mathrm{~m}$ paid on the $23^{\text {rd }}$ of September 2013, of which $\$ 100 \mathrm{k}$ from Tranche 0 and $\$ 3 \mathrm{~m}$ from Tranche 2
b. \$65 270.39 to 'Idea for Life General Trading'
c. AED125 000 to 'Third Eye Enterprises'
d. AED73 222 to 'Revelin Global Pty Ltd Australia'
e. $\$ 95000$ to Global Corporation's National Bank of Abu Dhabi USD Account
f. Unidentified offshore recipient: $\$ 108,932.40$
198. Accounts Used

## South Africa

a. Estina (Pty) Limited (Standard Bank Account No. 3100864 860)
b. Estina (Pty) Limited (Bank of Baroda Account No. 92020200000255)
c. Estina (Pty) Limited (Bank of Baroda Fixed Deposit Receipt Account No. 92020300000249
d. Kamal Vasram (Standard Bank 50041959)
e. Kamal Vasram (Bank of Baroda 06/262)
f. Oakbay Investments (Pty) Limited (Bank of Baroda Johannesburg Account No. 92020200000034)

## UAE

a. Gateway Limited (Standard Chartered Dubai USD Account No. 02206949201)
b. Fidelity Enterprises Limited (Standard Chartered Bank Dubai USD Account No. 01923292301)
c. Global Corporation (Standard Chartered Dubai USD Account No. 01202116701)
d. Global Corporation (Standard Chartered Dubai AED Account No. 01202116701)
e. Global Corporation (National Bank of Abu Dhabi AED Account No. 6202119544)
f. Global Corporation (National Bank of Abu Dhabi USD Account No. 6202119780)
199. See Annexure TRD2[revised] for a visualisation of this tranche.
200. The movement of money in Tranche 2 was considerably more straightforward than that in Tranche 1.
201. The hallmark of this Tranche was a relatively brief trip that the funds took from South Africa to Dubai, where they were recycled back into the South African accounts of Oakbay Limited.
202. This Tranche began with the deposit of R30m from the Free State Department of Agriculture on the $26^{\text {th }}$ of April 2013 into Estina's Standard Bank current account. Three days later, on the $29^{\text {th }}$ of April 2013, this amount was transferred to Estina's Bank of Baroda account. Notably, the R30m payment
to Estina's Baroda account was made up of six R5m payments - a typical example of smurfing. The R30m transfer increased the balance in the Baroda account from R517 914.85 to R30 517914.85.
203. A week later, on the $7^{\text {th }}$ of May 2013, the R30m was transferred to a Fixed Deposit account held by Estina with Bank of Baroda ending 249, where it remained until September 2013. The FDR could only have been created using Tranche 2 funds deposited on the $29^{\text {th }}$ of April 2013 as, prior to this deposit, Estina's Bank of Baroda current account only held just over R500 000.
204. As noted with regards to Phase 3 of Tranche 1 above, the FDR account established with the R30m deposit was used to open two Bank of Baroda loan accounts in Kamal Vasram's name. These two loan accounts were ultimately settled with Phase 1 funds, as described above.
205. On the $20^{\text {th }}$ of September, Estina closed the Fixed Deposit account at Bank of Baroda and transferred its contents (R30m) to its Bank of Baroda current account, increasing the account balance in the current account from R513 984 to R30 513 984. On the same day, the R30m was transferred from the Bank of Baroda account to Estina's Standard Bank current account. The transfer to Standard Bank on the $20^{\text {th }}$ of September 2013 thus relied entirely on funds held in Estina's FDR accounts, which, in turn, were derived entirely from Free State government funds.
206. Also on the $20^{\text {th }}$ of September 2013, an amount of R5.8m was deposited into the Estina Standard Bank account ending 860. This amount was transferred from Kamal Vasram's personal accounts, and was derived from the loan-back system that was used in Tranche 1, as discussed previously.
207. Thus, by the $20^{\text {th }}$ of September 2013, Estina's Standard Bank had received payments stemming from Tranches 1 and 2 totalling R35.8m. This increased the effective account balance in the Estina account to R35 813 444.56,
providing the funds for the two large transfers to Gateway Limited described hereunder.
208. Once received in the Standard Bank account, the amounts deposited on the $20^{\text {th }}$ of September 2013 were split into two further streams.
a. Stream 1: On the $23^{\text {rd }}$ of September 2013, $\$ 2999975$ was transferred to Gateway Limited's Standard Chartered US Dollar account in Dubai. On the same day, $\$ 3 \mathrm{~m}$ was paid from Gateway to Fidelity's Standard Chartered account in Dubai, where it commingled with $\$ 100000$ ultimately derived from Tranche 0 as discussed above. Immediately thereafter, still on the $23^{\text {rd }}$ of September 2013, $\$ 3.1 \mathrm{~m}$, consisting of Tranche 0 and Tranche 2 money, was transferred to Oakbay Investments account at the Bank of Baroda. Of course, the \$2 999975 amount deposited on the $23^{\text {rd }}$ of September 2013 from Estina was not quite sufficient to effect the $\$ 3 \mathrm{~m}$ payment. The remaining $\$ 25000$ was drawn from \$1 943.14 already in Gateway's Standard Chartered account as of the $13^{\text {th }}$ of August 2013, which was commingled with what remained of the $\$ 2999975$ deposit made into the Standard Chartered account by Estina that derived from Tranche 0.
b. Stream 2: On the $23^{\text {th }}$ of September 2013, an amount of $\$ 348000$ ( $\mathrm{R} 3,573,664$ ) was transferred from Estina's Standard Bank account to Gateway Limited's Standard Chartered account. On the $12^{\text {th }}$ of October 2013, \$350 000 was transferred from Gateway to Global Corporation's USD account at Standard Chartered bank. Of this, an amount of AED 125000 was transferred to an entity referred to as 'Third Eye Enterprises' in the Gupta banking records; AED73 222 was paid to company called 'Revelin Global Pty Ltd Australia'; $\$ 65270.39$ was paid to an entity called 'Idea for Life General Trading' and the remaining \$95 000 transferred into Global Corporations' USD denominated account at the National Bank of Abu Dhabi, where it comingled with other funds.

### 6.6. Laundering Proceeds from Tranche 3

## 209. Traceable Endpoint of Money Flows

a. Linkway Trading Pty Ltd, South Africa - \$1 986000 invoiced against Sun City wedding costs
210. Accounts Used

## South Africa

a. Aerohaven Loan Facility granted to Kamal Vasram
b. Estina (Pty) Limited (Standard Bank Account No. 3100864 860)
c. Linkway Trading (Pty) Limited (State Bank of India Johannesburg Account No. 32620055720101)
d. Kamal Vasram Personal Account
e. Stanlib Unit Trust Fund in the name of Estina Pty Ltd (532028173)

UAE
a. Gateway Limited (Standard Chartered Dubai USD Account No. 02206949201)
b. Global Corporation LLC (Standard Chartered Dubai USD Account 01202116701)
c. Accurate Investments Limited (Standard Chartered Bank Dubai Account No. 01204077701)
211. See Annexure TRD3[revised] for a visualisation of this tranche.
212. Tranche 3 was, like Tranche 2, a much simpler exercise in washing Estina funds. This exercise ultimately discharged the funds from the Free State
government into an account held by Linkway Trading, which was invoiced against the costs of the Sun City wedding.
213. Tranche 3 was initiated with the deposit of R19 050000 into Estina's Standard Bank account from the Free State Department of Agriculture on the $3^{\text {rd }}$ of May 2013.
214. On the $8^{\text {th }}$ of May 2013, R19m of the original R19.05m deposit was transferred into a Stanlib money market account held by Estina. The deposit into the Stanlib account could only have been financed with the Tranche 3 deposit as, prior to the deposit of the Free State cash, the account only held a balance of R852 006.44.
215. On the $5^{\text {th }}$ of August 2013, the Stanlib money market account was liquidated and R19 227758.77 was transferred into the original Estina Standard Bank account. The difference between the R19m deposited and the R19 227 758.77 transferred out of the Stanlib account (equal to R227 758.77) was derived from the earnings made by Stanlib's portfolio investment of the funds between the opening of the Stanlib facility on the $8^{\text {th }}$ of May 2013 and its closure on the $5^{\text {th }}$ of August 2013.
216. The liquidated Stanlib funds commingled in the Estina Standard Bank account with R1m deposited into the account three days previously (on the $2^{\text {nd }}$ of August) that was sourced from part of Aerohaven loan-back facility eventually settled with Tranche 1 funds (discussed previously).
217. On the $2^{\text {nd }}$ of August, R100 000 of this R1m was transferred back to Kamal Vasram's personal account at Standard Bank.
218. The deposit of the Stanlib funds and the R1m from Aerohaven, minus the R100 000 paid to Kamal Vasram increased the balance in the Standard Bank account from R44,383.47 to R20,167,142.24.
219. On the $7^{\text {th }}$ of August 2013, R19 780000 [equivalent to $\$ 1,999,975$ ] was transferred from Estina's Standard Bank account to Gateway Limited's Standard Chartered account held in Dubai. Our accounting treatment of these amounts, in particular the division of the funds between Tranche 3 and Tranche 1, has been dealt with above.
220. On $11^{\text {th }}$ of August 2013, $\$ 1.6 \mathrm{~m}$ of these funds were transferred from Gateway Limited to Global Corporation LLC's Standard Chartered Account in Dubai. The following day, this $\$ 1.6 \mathrm{~m}$ was transferred to Accurate Investments Ltd in two payments of $\$ 700000$ and $\$ 890000$. These payments joined a further $\$ 400000$ that was transferred from Gateway Limited on the same day.
221. Finally, on the same day, an amount of $\$ 1986000$ was transferred from the Accurate Investments account to Linkway Trading's Bank of India account held in Johannesburg. This was in partial payment of the R30m invoice submitted by Linkway to Accurate for the cost of the Sun City wedding. The invoice raised to justify the Sun City costs is attached as Annexure B. The \$1 986000 would have been roughly equivalent to R20m. The remaining R10m indicated as due in the Annexure B invoice, as already noted above, was paid in by Accurate Investments to Linkway on the $9^{\text {th }}$ of September 2013 and was derived from Tranche 0 of the Free State's funds.

### 6.7 Laundering Proceeds from Tranche 4

222. Traceable Endpoint of Money Flows
a. Vargafield Pty Limited - R18.237m
b. UTI South Africa/Estina - Potential Payment for Logistics Services/Import of Dairy Equipment: R5,825,000
c. Miscellaneous recipients, including SARS and Eskom - Approximately R4m between December 2013 and March 2014

## South Africa

a. Aerohaven 'Loan’ to Kamal Vasram
b. Bank of Baroda Loan Account No. 92020600000359
c. Estina (Pty) Limited (Standard Bank Account No. 3100864 860)
d. Estina (Pty) Limited Bank of Baroda Current Account No. 92020200000255
e. Estina Baroda Fixed Deposit Account 92020300000314
f. Kamal Vasram (Standard Bank account 50041959)
g. Vargafield (Pty) Limited ABSA Account
224. See Annexure TRD4[revised] for a visualisation of this tranche.
225. Tranche 4 involved the receipt and dissipation of R29 950000 that was deposited by the Free State Department of Agriculture into Estina's Standard Bank account on the $20^{\text {th }}$ of December 2013
226. Tranche 4 was marked, like Tranche 1, by the use of an extensive loan-back scheme based on loans extended to Kamal Vasram by Aerohaven.

The Aerohaven Loan-Back Scheme Part 2
227. Between the $22^{\text {nd }}$ of October 2013 and the $20^{\text {th }}$ of December 2013, R13.7m was transferred from the Aerohaven loan facility granted to Kamal Vasram and from there into Estina's Standard Bank account. In the majority of cases, these amounts were immediately transferred to Vargafield: between the $22^{\text {nd }}$ of October 2013 and $20^{\text {th }}$ of December 2013, Vargafield was paid R11 775 000. These transfers were effectively on advance on the Tranche 4 payment that would shortly be deposited into Estina's Standard Bank facility.
228. On the $20^{\text {th }}$ of December 2013, Tranche 4 (R29.95m) was deposited in Estina's Standard Bank account. R25m of this was transferred out of the Standard Bank account into Estina's Baroda current account in three payments on the $20^{\text {th }}$ and $21^{\text {st }}$ of December 2013.
229. On the same day, a Fixed Deposit account at the Bank of Baroda was established using the R25m with account number 92020300000314 . This Fixed Deposit could only have been created using funds from the Tranche 4 deposit as, prior to the R25m in deposits on the $20^{\text {th }}$ and $21^{\text {st }}$ of December 2013, Estina's Bank of Baroda current account only held a balance of R18 329.29.
230. On the $30^{\text {th }}$ of December 2013, Estina opened a loan facility with Bank of Baroda with number 92020600000359 . The loan facility was secured against the Fixed Deposit just created. On the $30^{\text {th }}$ of December 2014, R14m was transferred from the loan account 06/359 into Estina's Standard Bank account. On the same day, R13.7m was transferred to Kamal Vasram and, from there, to Aerohaven to settle the loan facility.
231. The Aerohaven loan-back loop was closed, as noted above, when the loan account $6 / 359$ was closed and its balance debited against the Baroda current account, which, on the same day as 6/359 was closed, received an R25m deposit derived from the closure of the Fixed Deposit Account 03/314.

## Post-Aerohaven Laundromat

232. The conclusion of the Aerohaven Laundromat system left R11m of the original R25m transferred to Estina's Baroda current account. This R11m was transferred back into Estina's Standard Bank account on the $14^{\text {th }}$ of January 2013, the same day the FDR 03/314 was closed. This transfer could only have derived from Tranche 4 funds as, prior to the closure of the FDR 03/314, Estina's Bank of Baroda current account only held a balance of R52 883.

## 233. Of the remaining R11m, R3.5m was transferred to Vargafield between the $16^{\text {th }}$ of January 2014 and the $6^{\text {th }}$ of March 2014.

234. On the $13^{\text {th }}$ of March 2014, Vargafield transferred R3,563,651.95 back to Estina's Standard Bank account. This increased Estina's Standard Bank account balance sufficiently for Estina to transfer R5,825,000 to UTI, a logistics company. The \#Guptaleaks records show that this payment was related to the import of dairy equipment from India from Star Engineers.
235. The Aerohaven/Vargafield transfers absorbed R25m of the R29.95m transferred to Estina by the Free State government in Tranche 4. Estina's Standard Bank records show that the majority of the remainder was transferred to multiple recipients including Eskom, SARS, and a company by the name of Havco Manufacturing and for the payment of salaries.

### 6.8. Laundering Proceeds from Tranche 5

236. Traceable Endpoint of Money Flows
a. Estina Pty Ltd at FNB - R15.79m
b. Vargafield Pty Ltd -R14.3m
c. Aerohaven Pty Ltd - R3.2m
237. Accounts Used

## South Africa

a. Aerohaven (Pty) Ltd ABSA Account 4073485948
b. Aerohaven (Pty) Ltd Bank of Baroda Fixed Deposit Account 92020300000343
c. Estina (Pty) Limited (Standard Bank Account No. 3100864 860)
d. Estina (Pty) Limited Bank of Baroda Current Account No. 92020200000255
e. Estina Bank of Baroda FDR Account No. 92020300000389
f. Estina Bank of Baroda FDR Account No. 92020300000507
g. Kamal Vasram Bank of Baroda FDR Account No. 92020300000350
h. Westdawn Investments Standard Bank Account 12316067
i. Westdawn Investments Bank of Baroda Account 92020200000188
j. Westdawn Investments Bank of Baroda FDR Account No. 92020300000340
k. Vargafield (Pty) Limited ABSA Account
238. See Annexure TRD5[revised] for a visualisation of this tranche.
239. This tranche was subject to another round of intense laundering, employing two overlapping loan-back systems involving the Gupta enterprise companies Westdawn and Aerohaven, as well as extensive round-tripping of funds via numerous Bank of Baroda Fixed Deposit Accounts. The Westdawn and Aerohaven loan-backs acted as advances on the Tranche 5 payment made by the Free State government.

The Westdawn and Aerohaven Loan-Back Schemes
240. The Tranche 5 loan-back system was initiated on the $21^{\text {st }}$ of May 2012 when Westdawn transferred R6m from its Standard Bank facility into its Bank of Baroda current account 02/188. The following day, R5.5m of this deposit was transferred from Westdawn's Bank of Baroda current account into Estina's Standard Bank account. Of this amount, R1.5m was immediately transferred to Vargafield's ABSA account 4080547717.
241. Of the remaining R3.5m, R3m was transferred into Kamal Vasram's Standard Bank account, also on the $22^{\text {nd }}$ of May 2014. On the same day, R3 294855
was transferred from Vasram's Standard Bank account into Aerohaven's ABSA account 4073485948.
242. On the $16^{\text {th }}$ of June 2014, R3.2m was transferred from Aerohaven's ABSA account. The following day, this amount was transferred to Aerohaven's Bank of Baroda current account 02/211. On the $18^{\text {th }}$ of June 2014, Aerohaven transferred the same R3.2m into a newly established Fixed Deposit account with Bank of Baroda, 03/343.
243. Documents disclosed as part of the Commission's discovery proceedings show that Kamal Vasram opened a Bank of Baroda loan account 06/368 worth R3m that was guaranteed against Aerohaven's Fixed Deposit account $03 / 343$. The instruction from Aerohaven to the Bank of Baroda is attached as Annexure Y.
244. The following day, the R3m was transferred into Kamal Vasram's Standard Bank account; on the 19 ${ }^{\text {th }}$ the day after, R3m was transferred from Vasram's Standard Bank account into Estina's Standard Bank account. The R3m transfer increased Estina's bank balance to R3 058 441.64. On the 20 ${ }^{\text {th }}$ of June, the day after Estina's account had received the funds, R570 000 was transferred to Vargafield's account at ABSA bank.
245. On the $30^{\text {th }}$ of June 2014, an amount of R6 720657.79 was transferred into Estina's Standard Bank account. The source of this deposit is unknown. The Commission's own reverse correlation procedures have been unable to locate a match. All that is known is that the payment was made with the statement reference BININK BTW4650 2571670380375206 . This payment commingled with the remainder of the R3m derived from the Aerohaven/Vasram loan to increase Estina's bank balance to R8 847 136.20.
246. Between the $30^{\text {th }}$ of June 2014 and the $24^{\text {th }}$ of July, R3.35m was transferred to Vargafield, of which at least a portion would have derived from the R3m

Aerohaven/Vasram loan-back scheme. A small amount was also spent on sundry associated dairy costs.
247. On the $25^{\text {th }}$ of July 2014, the Free State government deposited R30m as its Tranche 5 deposit, which commingled with existing funds in the account. This deposit now provided the means by which the connected Westdawn and Aerohaven loan-back schemes could be wound up, settling the advances they had made against the anticipated Tranche 5 deposit from the Free State government.
248. Thus, on the $30^{\text {th }}$ of July 2014, R3m was transferred from Estina's Standard Bank account into Kamal Vasram's Standard Bank current account. The following day, the $31^{\text {st }}$ of July 2014, this R3m was transferred into Kamal Vasram's Bank of Baroda current account 02/262. This amount was immediately used to settle Kamal Vasram's 06/368 loan account that had been taken out against Aerohaven's Baroda Fixed Deposit 03/343. With the 06/368 loan account settled, Aerohaven was able to withdraw its R3.2m Fixed Deposit, which was transferred into it Bank of Baroda current account and immediately into its ABSA bank current account, thus closing this loan-back loop. Altogether, effectively meant that Aerohaven had 'earned' R3.2m from Tranche 5.
249. Returning to the Westdawn Loanback: on the $11^{\text {th }}$ of June 2014, Estina opened a Bank of Baroda Loan Account 06/367 worth R5.5m, the amount Westdawn had transferred to Estina a month prior. I have not been able to establish how this amount was guaranteed, although it is certain it could not have been guaranteed against Estina or Kamal Vasram fixed deposits at the Bank of Baroda as neither Estina nor Baroda operated Fixed Deposit accounts in this period. However, based on the operation of the Aerohaven loan-back scheme used for this Tranche, it is plausible that the Loan Account 06/367 was guaranteed against assets held by Westdawn Investments.
250. In any event, the R5.5m loan was paid into Westdawn Investments current account on the $11^{\text {th }}$ of June 2014. This amount was combined with an exising R500 000 in Westdawn's current account and was immediately transferred into a R6m Fixed Deposit account in Westdawn's name at Baroda, account number 92020300000340.
251. On the $31^{\text {st }}$ of July this loan-back loop was closed. First, Estina, using newly deposited funds from the Free State's Tranche 5 deposit, settled its R5.5m loan facility 06/367. On the same day, Westdawn Investments closed its Bank of Baroda Fixed Deposit facility 03/340, and transferred R6m into Westdawn's Bank of Baroda current account. Finally, and on the same day, Westdawn Investments transferred R6m from its Baroda current account into its Standard Bank facility, thereby repaying the R6m advance paid from the Standard Bank facility on the $21^{\text {st }}$ of May 2014 that had started this loan-back scheme.

Payments to Vargafield and the Difficulties of Untangling Commingled Funds
252. Estina's banking records show that Estina's Standard Bank account received two large payments that do not seem to emanate from Free State funds. These two payments were made on the $30^{\text {th }}$ of June 2014 (R6 720 657.79), as described above, and the $7^{\text {th }}$ of August 2014 (R2 382 894.45). Their description on Estina's bank statements makes it impossible, on the available information, to discern their source. The Commission's reverse correlation searches have not provided any possible matches for the deposits.
253. These two deposits commingled with the R30m deposited by the Free State government on the $25^{\text {th }}$ of July 2014, and, briefly, the remainder of the R3m Vasram/Aerohaven loan-back.
254. Between the $1^{\text {st }}$ of July 2014 and the $13^{\text {th }}$ of May 2015, R16.96m was paid to Vargafield. These funds were paid either directly to Vargafield from Estina's Standard Bank facility, or were paid to Vargafield from Estina's FNB facility
following the transfer of R3 890752.40 from Estina's Standard Bank facility to Estina's FNB facility on $21^{\text {st }}$ of November 2014. This situation is made even more complicated due to the fact that at least a portion of a payment made on the $13^{\text {th }}$ of May 2015 from Estina's FNB facility to Vargafield would have used a joint pot of commingled Tranche 5 and Tranche 6 funds.
255. The commingling of these multiple streams of income makes it hard to track the exact movement (in both dates and amounts) of this portion of commingled Tranche 5 funds to Vargafield.
256. In the circumstances, I rely, instead, on a simple calculation, namely, establishing the amount of the funds deposited by the Free State Department Agriculture that was definitely spent on other laundered streams, and how much this left over to be commingled and transferred to Vargafield and other assorted recipients. Based on our calculations, of the R21.039m transferred to Vargafield between the $22^{\text {nd }}$ of May 2014 and the $13^{\text {th }}$ of May 2015, R14.2m could reasonably be assumed to have derived from Tranche 5 funds.
257. It should be noted that these calculations assign the full amount of the Free State deposits to payments solely to Vargafield, rather than to Vargafield and the range of smaller day-to-day transactions conducted from Estina's Standard Bank account.

The Remaining R15.79m: The FDR Laundromat
258. On the $18^{\text {th }}$ and $19^{\text {th }}$ of August 2014, R15m was transferred in two amounts from Estina's Standard Bank facility to its Bank of Baroda current account, which was ultimately drawn from the Tranche 5 payment from the Free State government and the two unidentified deposits discussed supra.
259. This amount was transferred, two days later, from Estina's Baroda current account to Kamal Vasram's Bank of Baroda current account. On the $21^{\text {st }}$ of August 2014, this R15m was transferred into a Bank of Baroda Fixed Deposit
account in Vasram's name, 03/350. Three months later, on the $28^{\text {th }}$ of November 2014, the FDR was liquidated and the R15m was transferred into Estina's Baroda current account, along with R249 534.25 that had been earned in interest on the FDR.
260. On the same day, this R15m was transferred into a second Estina Fixed Deposit account, 03/389, where it remained untouched until the $12^{\text {th }}$ of June 2015. As should be clear from the timeline, the funds could be placed into this facility for such a long period as, by June 2014, Estina's involvement in the Vrede Dairy farm had ended.
261. On the $12^{\text {th }}$ of June 2015, the Fixed Deposit account $03 / 389$ was liquidated and the R15m transferred into Estina's current account at Baroda, where it was joined by R483 493.15 that had been earned in interest on the Fixed Deposit.
262. Again, on the same day the Fixed Deposit was liquidated, the R15m was transferred into another Bank of Baroda fixed deposit account, 03/507, where it lay untouched for just under two months. On the $5^{\text {th }}$ of August 2015, the Fixed Deposit 03/507 was liquidated. The R15m capital was transferred back into Estina's Bank of Baroda current account, where it was joined by R184 315.07 that had been earned on interest on the Fixed Deposit.
263. Eventually, on the $5^{\text {th }}$ of August 2015, after the funds had been round-tripped through the three separate Baroda fixed deposit accounts, the funds were transferred into an FNB account 6505753906 held by Estina. The total amount deposited into the FNB account was R15 790 500, made up of the original R15m from the Free State and a portion of the accrued interest. As we show below, this amount was comingled with funds from Tranche 6 deposited into the same FNB account by the Free State Department of Agriculture. This amount was ultimately paid to Gateway Limited.

### 6.9. Laundering Proceeds from Tranche 6

## 264. Traceable Endpoint of Money Flows

a. SARS/VAT with Reference 4650257167 vc 2015062 [Estina VAT account with SARS]: R28,590,349.74
b. SARS Efiling 003597728: R183,002.78
c. SARS Efiling 0036288104: R19,711.23
d. Vargafield: R3,116,479.10
e. Gateway Limited: R45,091,652.20
265. Accounts Used

## South Africa

a. Estina Pty Ltd Bank of Baroda (9202020000255)
b. Estina Pty Ltd FNB (6505753906)
c. Estina FNB Money Market Account (62359070748)
d. FNB Account (62536643622536643316)
e. Vargafield Pty Ltd (no bank account details given)

## UAE

f. Gateway Limited (unknown overseas bank account)
266. See Annexure TRD6[revised] for a visualisation of this tranche.
267. The payments made under Tranches 6 and 7 are unique in that they were made, as we discussed in our first submission, after the contract between Estina and the Free State Department of Agriculture had been cancelled.
268. Tranche 6 was initiated through the deposit of R60m on the $8^{\text {th }}$ of May 2015 into Estina's FNB account ending 3906. On the $13^{\text {th }}$ of May 2015, the funds were dissipated in two payments:
a. R836 479 was transferred into an account held by Vargafield.
b. R59 750 000, was transferred into an FNB Investment account in Estina's name with account number 62536643316.
269. On the $27^{\text {th }}$ of May 2015, R59 864589 was transferred from Estina's FNB Investment account into an FNB Money Market account 62359070748.
270. On the $28^{\text {th }}$ of May 2015, R28.7m was deposited back into the Estina FNB business account 620573906 its FNB Money Market account. The following day, R27,089,901.76 was transferred from the FNB account to SARS for VAT with the reference 4650257167 vc 2015062 . This amount could only have been derived from the R28.7m payment as, prior to this deposit, Estina's FNB current account only held a balance of R36 420.70. Documents shown to me by the Commission indicates that the VAT reference 4650257167vc2015062 referred to Estina's VAT account at SARS.
271. On the $29^{\text {th }}$ of May and the $1^{\text {st }}$ of June 2015, the majority of the funds left over in the FNB account were transferred back into Estina's FNB Money Market account; the first, for R1m on the $29^{\text {th }}$ of May and the second for R600 000 on the $1^{\text {st }}$ of June 2015.
272. On the $15^{\text {th }}$ of July, R1m was transferred back into the FNB business account 620573906 from Estina's FNB money market account. A further R200 000 was transferred into the FNB business account the following day, also from the Money Market account. These two amounts commingled with a deposit made a week prior, on the $8^{\text {th }}$ of July 2015, whose source is unfortunately unclear based on documents at my disposal. Together, these three transfers
increased the balance in the FNB business account from R43 233.84 to R1 401 115.88
273. On the $16^{\text {th }}$ of July 2015, R1,297,733.97 was transferred SARS for VAT. The reference provided was 465057167vc2015062. This was the VAT reference number for Estina's VAT account at SARS.
274. Between the $23^{\text {rd }}$ of July and the $5^{\text {th }}$ of August 2015, further funds were reintegrated into the Estina FNB business account 620573906. This took place in four transfers:
a. R1m transferred from Estina's FNB money market account on 23 July 2015
b. R1m transferred from Estina's FNB money market account on 24 July 2015;
c. R29,792,389.19 transferred on the $27^{\text {th }}$ of July 2015 , which derived from the closure of Estina's FNB M Money Market account;
d. R15,790,000 transferred on the $5^{\text {th }}$ of August 2015 from Estina's Bank of Baroda current account 9202020000255 . This amount was derived, as we showed above, from Tranche 5. This transfer thus had the effect of comingling Tranches 5 and 6 .
275. The bank statements for Estina's FNB account 62359070748 show that, as a result of the four inward transfers in July 2015 and August 2015, the account held a balance of R47 684804 as of the $5^{\text {th }}$ of August 2015. This amount was almost entirely dissipated in four transfers:
a. R8 957652.50 to Gateway Limited on the $7^{\text {th }}$ of August 2015;
b. R36 134000 via SWIFT to Gateway Limited on the $14^{\text {th }}$ of August 2015. This amount would have equalled approximately $\$ 2.8 \mathrm{~m}$ at the time.
c. R2 580000 to Vargafield Ltd on the $17^{\text {th }}$ of August 2015;

Report to the Zondo Commission on money flows related to the Estina/Vrede Dairy Project
276. Finally, on the $22^{\text {nd }}$ of October 2015, Vargafield transferred R250 000 into Estina's FNB current account. Of this, R183 002.78 was paid to SARS with the bank statement reference 'Internet Pmt To Sarseflng 0035957728.' A further R19 711.23 was paid to SARS with the bank statement reference 'Internet Pmt To Sarseflng 0036288104.'

### 6.10. Laundering Proceeds from Tranche 7

277. Traceable Endpoint of Money Flows
a. Gateway Limited - R40 373080
b. Payment to SARs for VAT with reference 4650257167 vc2016064 [Estina VAT account at SARS] - R5 384413.26
278. Accounts Used

## South Africa

a. Estina Pty Ltd FNB account number 62505753906
b. Estina Pty Ltd FNB call account number 62611308554

## UAE

c. Gateway Limited
279. See Annexure TRD7[revised] for a visualisation of this tranche.
280. Tranche 7 was initiated through the deposit of R46 252652 into Estina's FNB account ending 3906 on the $5^{\text {th }}$ of May 2016. This deposit increased the balance in the FNB account from R312 318.94 to R46 564 970.94. This amount was then split into two main streams.
281. In the first stream: a total of R40 373080 was transferred from Estina's FNB account to Gateway Limited. The transfer of these funds took place in four payments in May 2016, almost immediately after the receipt of funds from the Free State government:
a. R4577 280 on the $9^{\text {th }}$ of May 2016;
b. R4 575000 on the $11^{\text {th }}$ of May 2016;
c. R29 678000 on the $17^{\text {th }}$ of May 2016 ;
d. R1906800 on the $18^{\text {th }}$ of May 2016;
282. The second stream involved placing the remainder of the funds in Estina's FNB call account 62611308554, until such time as payments were made, largely to SARS.
283. This stream was initiated on the $11^{\text {th }}$ of May 2016, when R5.5m was transferred from Estina's FNB account 620573906 to its FNB call account 6261108554. This amount was held in the call account until the $28^{\text {th }}$ of July 2016, whereupon it was dissipated in three transfers:
a. R4, $384,413.26$ paid on the $28^{\text {th }}$ of July 2016 from the call account 6261108554 to SARS with reference 4650257167 vc 2016064 ;
b. R1m transferred from the call account 6261108554 to Estina's FNB account 620573906;
c. This same R1m transferred from Estina's FNB account 620573906 to SARS with reference 4650257167vc2016064. This reference was the reference used by Estina to make payments on its VAT account with SARS.
284. On the $16^{\text {th }}$ of September 2016, R180, 406.38 was transferred from Estina's FNB call account 6261108554 to Estina's business account 620573906. This
amount was held in the business account until the $31^{\text {st }}$ of October 2016, when it was transferred, along with other funds, to a South African account named PWE Trading, in a transfer totalling R210 000.


## Section 7: Summary of the Dissipation of Funds Paid by the Free State Government to Estina (PTY) Ltd

285. Based on the banking documentation for Estina PTY Ltd held at Standard Bank, First National Bank, Stanlib and the Bank of Baroda, the UAE ledgers and further documentation provided to us by the Commission, it is possible to calculate the total amounts of funds received by Estina PTY Ltd between June 2012 and April 2017, and the ultimate disposition of these funds.
286. The Free State government paid Estina (Pty) Ltd R280 202652 in 8 tranches between the $9^{\text {th }}$ of July 2012 and the $5^{\text {th }}$ of May 2016. The vast majority of these funds were transferred to the benefit of the Gupta enterprise.
287. The traceable-endpoint of funds on a tranche-by-tranche basis is set out in the table below:

Table 1: Summary of Beneficiaries by Tranche

| Tranche <br> Number | Amount Paid by the Free State Government and Date of Payment | Traceable End-Point of Funds (linked to Gupta Enterprise companies) | Amount |
| :---: | :---: | :---: | :---: |
| 0 | R30m on $9^{\text {th }}$ of July$2012$ | Linkway Trading | \$1347000 |
|  |  | Estina ABSA Current Account | R1m |
|  |  | Oakbay Investments | \$100 000 |
|  |  | Star Engineering | \$72 231.14 |
|  |  | Lin Yu Ju | \$50 000 |
|  |  | Shivani and Achla Gupta | AED 737220 |
|  |  | Suspected Hawala Transfers | AED 735825 |
| 1 | R34.95m on $18^{\text {th }}$ of April 2013 | Vargafield | R14.275m |
|  |  | Gateway Limited | Approximately R4.57m [of which $\$ 100000$ is ultimately transferred to Oakbay Investments] |
|  |  | Linkway Trading | R157 320 |


288. Of the total value of Free State deposits and accumulated interest on these deposits (R287,220,534.88), R229 038271.82 were transferred to companies forming part of the Gupta enterprise, in the following amounts:
a. R169 532396.82 to Gateway Limited [R83 703664.32 from Estina's Standard Bank current account and R85 828732.50 from Estina's FNB current account], of which $\$ 3330700$ was transferred to the benefit of Linkway Trading and \$3 100000 to the benefit of Oakbay Investments Ltd;
b. R59 505875 (net) to Vargafield, of which R52 726348.05 was paid from Estina's Standard Bank account and R6 779526.95 was transferred from Estina's FNB account.
289. A further R34 563580.12 was transferred to SARS to settle Estina's VAT obligations.
290. A total of R263 601851.94 was paid out to Gateway Limited, Vargafield and to SARS for VAT payments connected to Estina. The offshore records for Gateway Limited show that the only payments that could be connected to the Estina Vrede Dairy project were two payments to Star Engineers worth \$165,609.15. Star Engineers, based in India, provided dairy equipment to be used on the farm. The Commission has heard evidence that the equipment provided by Star Engineers was substandard.
291. Of the funds deposited by the Free State government, a mere R21 746 697.18 was transferred to accounts or recipients other than SARS, Gateway and Vargafield. Many of these transfers, moreover, were made as salary or other payments to individuals closely associated with the Gupta enterprise such as Kamal Vasram and Chandrama Prasad.
292. The UAE ledgers appearing in the \#Guptaleaks allows us to trace the disposition of some of the payments made to Gateway. In this regard, we note
that the following amounts were transferred to the ultimate benefit of the Gupta Enterprise:
a. \$3 330700 to Linkway Trading from Gateway Limited, which was paid against invoices raised related to the Sun City wedding;
b. \$3 100000 paid to Oakbay Investments Ltd;
293. In total, Estina's primary current account banking facilities at Standard Bank, First National Bank and the Bank of Baroda, received deposits totalling R880,345,365.83 (including accrued interest) from the $9^{\text {th }}$ of July 2012, when the first Free State government deposit was made into Estina's Standard Bank account, until the accounts were frozen as part of Asset Forfeiture proceedings. Of this, we trace R35 087788.77 that did not ultimately derive from payments made to Estina by the Free State government. Thus, a mere 3.98\% of all deposits received or interest accrued did not derive from Free State government funds. This shows, without any doubt, that the Gupta enterprise injected only the most minimal amount of funds into the Estina Dairy Project, that the vast majority of deposits received or interest accrued ultimately derived from Free State government deposits, and that almost all of the funds paid into the project by the Free State government was paid out to the benefit of the Gupta enterprise.




#### Abstract

 


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# ***LINKWAY TRADING PTY LTD* 

106A, 16TH STREET<br>MIDRAND<br>JOHANNESBURG, GAUTENG<br>SOUTH AFRICA

REG DATE 20/03/2007

REG: 2007/009012/07
VAT REG: 4400238236

## TAX INVOICE

Account Number: AIL001
Name:
Address:

ACCURATE INVESTMENTS LIMITED P O BOX 14797
RAS AL KHAIMAH, UAE

PROFORMA 100015

| Invoice Number: | 100276 |
| :--- | :--- |
| Date: | $31 / 07 / 2013$ |
| Sales Rep: | LEON |
| Order Number: | 000264 |
| Page: | 1 |

Customer Vat Number

| Item Number Description | Unit | Quantity | Price | Total Excl | Tax | Total Incl |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| <SRV000038> CHARTER HIRE-DEL/PBD/AMD/DEL |  | 1.00 | 150083.26 | 150083.26 | 21011.66 | 171094.92 |
| <SRV000041> HAZELNUT/MILK LINDER TRUFFLES |  | 1.00 | 11479.28 | 11479.28 | 1607.10 | 13086.38 |
| <SRV000043> MR ASHRAF AKBAR-5/2TO7/2 |  | 1.00 | 4047.24 | 4047.24 | 566.61 | 4613.85 |
| <SRV000044> FARID / MIKIN - 5/2 TO 8/2 |  | 1.00 | 6565.75 | 6565.75 | 919.20 | 7484.95 |
| <SRV000045> UMANG/RAJNISH/PRIYA-5/2 TO 7/2 |  | 1.00 | 7227.15 | 7227.15 | 1011.80 | 8238.95 |
| <SRV000046> CRANBERRIES WHOLE-45.36KG @R60 |  | 1.00 | 2698.18 | 2698.18 | 377.74 | 3075.92 |
| <SRV000048> KIWI SLICES BULK 30KG @R81.40 |  | 1.00 | 2421.00 | 2421.00 | 338.94 | 2759.94 |
| <SRV000055> KIWI SLICES BULK -30KG |  | 1.00 | 2421.00 | 2421.00 | 338.94 | 2759.94 |
| <SRV000060> FREIGHT -CARGO-BERRIES |  | 1.00 | 9570.66 | 9570.66 | 1339.89 | 10910.55 |
| <SRV000061> REVERS SRV 58 WRONG AMT \& DATE |  | 1.00 | 6250.24 | 6250.24 | 875.03 | 7125.27 |
| <SRV000062> GOLDEN BERRIES- SHIP SA |  | 1.00 | 6250.24 | 6250.24 | 875.03 | 7125.27 |
| <SRV000119> TOP FLAIE GAS CARTRIDGES-144 |  | 1.00 | 1656.02 | 1656.02 | 231.84 | 1887.86 |
| <SRV000164> INGREDIENTS S PER DSSERT ALLOC |  | 1.00 | 36577.80 | 36577.80 | 5120.89 | 41698.69 |
| <SRV000165> MILK FC 20LT SACHET QTY132 |  | 1.00 | 29879.97 | 29879.97 | 4183.20 | 34063.17 |
| <SRV000166> TUESDAY 30TH APRIL 2013 |  | 1.00 | 198278.48 | 198278.48 | 27758.99 | 226037.47 |
| <SRV000167> 30 PLATTERS LARGE 34CM |  | 1.00 | 4396.92 | 4396.92 | 615.57 | 5012.49 |
| <SRV000192> FIREWORKS DISPLAY |  | 1.00 | 272632.91 | 272632.91 | 38168.61 | 310801.52 |
| <SRV000193> 6001 SCOOP ICE CREAM LUNCH |  | 1.00 | 19133.88 | 19133.88 | 2678.74 | 21812.62 |
| <SRV000194> RACLETTE QUATTRO 220V\#85-10-00 |  | 1.00 | 2230.63 | 2230.63 | 312.29 | 2542.92 |
| <SRV000195> 4WATERBALLS POOL WORM 4HRS |  | 1.00 | 5750.08 | 5750.08 | 805.01 | 6555.09 |

Continued on page: 2

ACCURATE INVESTMENTS LIMITED
P O BOX 14797
RAS AL KHAIMAH, UAE

# ***LINKWAY TRADING PTY LTD* 

106A, 16TH STREET<br>MIDRAND<br>JOHANNESBURG, GAUTENG<br>SOUTH AFRICA

REG DATE 20/03/2007

REG: 2007/009012/07
VAT REG: 4400238236

## TAX INVOICE

| Account Number: | AIL001 | Invoice Number: | 100276 |
| :--- | :--- | :--- | :--- |
| Name: | ACCURATE INVESTMENTS LIMITED | Date: | $31 / 07 / 2013$ |
| Address: | P O BOX 14797 | Sales Rep: | LEON |
|  | RAS AL KHAIMAH, UAE | Order Number: | 000264 |
|  |  | Page: | 2 |
| Postal Code: |  |  |  |
| Customer Ref: | PROFORMA 100015 | Customer Vat Number |  |


| Item Number Description | Unit | Quantity | Price | Total Excl | Tax |
| :--- | :--- | ---: | ---: | ---: | ---: | ---: |
|  |  |  |  |  |  |

Continued on page: 3

ACCURATE INVESTMENTS LIMITED
P O BOX 14797
RAS AL KHAIMAH, UAE

# ***LINKWAY TRADING PTY LTD* 

106A, 16TH STREET<br>MIDRAND<br>JOHANNESBURG, GAUTENG<br>SOUTH AFRICA

REG DATE 20/03/2007

REG: 2007/009012/07
VAT REG: 4400238236

## TAX INVOICE

| Account Number: | AIL001 | Invoice Number: | 100276 |
| :--- | :--- | :--- | :--- |
| Name: | ACCURATE INVESTMENTS LIMITED | Date: | $31 / 07 / 2013$ |
| Address: | P O BOX 14797 | Sales Rep: | LEON |
|  | RAS AL KHAIMAH, UAE | Order Number: | 000264 |
|  |  | Page: | 3 |
| Postal Code: |  |  |  |
| Customer Ref: | PROFORMA 100015 | Customer Vat Number |  |


| Item Number Description | Unit | Quantity | Price | Total Excl | Tax | Total Incl |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| <SRV000431> REVERS SRV 53 DT 27/2 |  | 1.00 | -275507.95 | -275507.95 | -38571.11 | -314079.06 |
| <SRV000432> BULER \& WAITERS- 30/ TO 3/5 |  | 1.00 | 448758.73 | 448758.73 | 62826.22 | 511584.95 |
| <SRV000434> DANCERS 30/4 TO 2/5 |  | 1.00 | 331427.44 | 331427.44 | 46399.84 | 377827.28 |
| <SRV000435> GROCERIES FOR V \& A FUNCTION |  | 1.00 | 94790.29 | 94790.29 | 13270.64 | 108060.93 |
| <SRV000436> DRIVERS HIRE |  | 1.00 | 88530.74 | 88530.74 | 12394.30 | 100925.04 |
| <SRV000437> CHARTER HIRE- 29/4 TO 3/5 |  | 1.00 | 246156.78 | 246156.78 | 34461.95 | 280618.73 |
| <SRV000438> VEHICLE HIRE-DISCOVERY4 |  | 1.00 | 132154.27 | 132154.27 | 18501.60 | 150655.87 |
| <SRV000439> SERVICE RENDERED |  | 1.00 | 9913.92 | 9913.92 | 1387.95 | 11301.87 |
| <SRV000440> SERVICE RENDERED-30/4-3/5 |  | 1.00 | 9913.92 | 9913.92 | 1387.95 | 11301.87 |
| <SRV000441> DRESS FOR PRIST- G. SHUKLA |  | 1.00 | 2939.08 | 2939.08 | 411.47 | 3350.55 |
| <SRV000442> FLOWERS FOR FUNCTION - V \& A |  | 1.00 | 29741.77 | 29741.77 | 4163.85 | 33905.62 |
| <SRV000444> STAFF HIRE V \&-REV SRV 427 |  | 1.00 | -217900.61 | -217900.61 | -30506.08 | -248406.69 |
| <SRV000445> STAFF HIRE - V\& A FUNCTION |  | 1.00 | 199638.11 | 199638.11 | 27949.34 | 227587.45 |
| <SRV000446> GROCERIES - MAKRO |  | 1.00 | 60891.94 | 60891.94 | 8524.87 | 69416.81 |
| <SRV000447> BUSES HIRE 27/4 TO 5/5 |  | 1.00 | 133403.15 | 133403.15 | 18676.44 | 152079.59 |
| <SRV000448> FIREWORKS DISPLAY-V \& A |  | 1.00 | 217410.61 | 217410.61 | 30437.49 | 247848.10 |
| <SRV000449> DRINKS - V \& A PROJECT |  | 1.00 | -191776.91 | -191776.91 | -26848.77 | -218625.68 |
| <SRV000450> DELIVERY \& COLLECTION CHARGES |  | 1.00 | 23858.11 | 23858.11 | 3340.14 | 27198.25 |
| <SRV000451> SCARVES 1725-IMP |  | 1.00 | 2049572.91 | 2049572.91 | 286940.21 | 2336513.12 |
| <SRV000455> REV SRV 447 |  | 1.00 | -133403.15 | -133403.15 | -18676.44 | -152079.59 |

Continued on page: 4

ACCURATE INVESTMENTS LIMITED
P O BOX 14797
RAS AL KHAIMAH, UAE

# ***LINKWAY TRADING PTY LTD* 

## "B" p 4

106A, 16TH STREET<br>MIDRAND<br>JOHANNESBURG, GAUTENG<br>SOUTH AFRICA

REG DATE 20/03/2007

REG: 2007/009012/07
VAT REG: 4400238236

## TAX INVOICE

Account Number: AIL001
Name:
Address:

ACCURATE INVESTMENTS LIMITED P O BOX 14797
RAS AL KHAIMAH, UAE

PROFORMA 100015

| Invoice Number: | 100276 |
| :--- | :--- |
| Date: | $31 / 07 / 2013$ |
| Sales Rep: | LEON |
| Order Number: | 000264 |
| Page: | 4 |

Customer Vat Number


* THIS INVOICE IS THE EQUIVALENT
* OF USD 3333400@ZAR9=1USD

DELIVER TO: ACCURATE INVESTMENTS LIMITED
P O BOX 14797
RAS AL KHAIMAH, UAE

TERMS:

## Page 1

From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
"C" p 1
To: "Rana Kumar" [RanaK@sahara.co.za](mailto:RanaK@sahara.co.za)
Date: 27/07/2013 07:55:16
Subject: FW: march to july BS
Attachments: ACCU BS march june.pdf
FEL BS march june.pdf
GATE BS march june.pdf
GCL BS march june.pdf

From: Sanjay Grover [mailto:sanjay.grover@hotmail.com]
Sent: 27 July 2013 08:48 AM

## To: Ashu

Cc: Sanjay Grover
Subject: march to july BS

Ashu Bhai

BS attached
regards

From: ashu@sahara.co.za
To: sanjay.grover@hotmail.com
Subject: RE: 24.07.13
Date: Fri, 26 Jul 2013 09:47:04 +0000

Bhaiya,

Can you please email me all the bank statements from March

Thanks

From: Sanjay Grover [mailto:sanjay.grover@hotmail.com]
Sent: 25 July 2013 09:18 AM
To: Ashu
Subject: 24.07.13

## Page 2

$$
\text { "C" p } 2
$$

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Corporate customers: 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.
Standafd 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 Ionger participate in clearing activities in the UAE inyolving sanctioned banks.
please refer to http://www.hu-treasury, gov. uk/fin_sanctions_index.htm for further information

## Here for Good

 Note: Please advise the Bank of discrepancies if any, within 14 days from date of receipt otherwise this statement is conshlered correct.

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Individuals and sME: please visit any or our branches to submit a copy of your renewed passport, fisa and/or
enable us to update your records a copy of your renewed Trade License to your Relationship Manager to俍

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. Llcense changes pursuant to sanctions regrlations mean we will no longer participate in clearing activities in the banks.
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## "D" p 3



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 Note: Please adylse the Bank of discrepancies if any, within 14 days from date of receipt othemwise this statement is considered correct.

## Statement of Account



Individuals and SME: please visit any of our branches to submit a copy of your renewed passport, visa and/or Trade License or call 600522288 for more information

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

## Here for Good

 Note: Please advise the Bank of discrepancies if any, wilhin 14 days from date of receipt otherwise this statement is considered correct.


 Note: Pkasc ad vise the Bank of discrepancies if any, within 14 days fromdate of receipt otherwise this statement is considered correct.

## Save trees. Sign up for eStatements.

Loo on to our website whwstanderdcharterway or coll 200520288

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## Statement of Account



> Individuals and SME: Please visit any of our branches to submit a oopy of your renowed passport, Visa and/or Trade License or call 600522288 for more fnformation
Corporate customers: 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.
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## Statement of Account



## Here for Good

 Note: Please advise the Bank of discrepancies if any, within 14 days from date of reccipt otherwise this statement is considered correct.


## Statement of Account



Individuals and SME: Please visit any of our branches to strbit a copy of your renewed Passport, visa and/or Trade License or call 600522288 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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Please refer to http://wwh.hm-treasury gov.uk/fin_sanctions_index. htim for further information

## Here for Good

 Note: Please advise the Bank of discrepancies if any, within 14 days from date of receipt otherwise this statement is considered correct.


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\#\# These fees are inclusive of VAT

[^13]| 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 |  |  |
|  |  |  |

16 February 2013
209179192

\#\# These fees are inclusive of VAT

[^14]| 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 |  |  |
|  |  |  |

16 February 2013 209179192

*Overdraft facilities are subject to the bank's terms and conditions
For details please contact your nearest branch or visit
www.standardbank.co.za

VAT Summary


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).

| 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 | Customer Care Centre: 0860101341 |  |

16 February 2013
209179192


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The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)
Authorised financial services provider
VAT Reg No. 4100105461 Registered credit provider (NCRCP15).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

| BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- |
| 2ND FLOOR BEDFORDVIEW | PO BOX 62325 |
| SHOPPING CENTRE | MARSHALLTOWN |
| LEICESTER RD, BEDFORDVGAUTENG |  |
| 2008 | 2107 |
|  |  |
| Customer Care Centre: 0860101341 |  |

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位
LEICESTER RD, BEDFORDVGAUTENG 2107

Customer Care Centre: 0860101341

16 March 2013
209179192

\#\# These fees are inclusive of VAT

[^15]| 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 |  |  |
|  | Customer Care Centre: 0860101341 |  |

16 March 2013
209179192


[^16]| 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 |  |  |
|  | Customer Care Centre: 0860101341 |  |

16 March 2013
209179192

\#\# These fees are inclusive of VAT

[^17]| 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 |  |  |
|  | Customer Care Centre: 0860101341 |  |

16 March 2013
209179192

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| 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 |  |  |
|  |  |  |

16 March 2013
209179192


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The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)
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VAT Reg No. 4100105461 Registered credit provider (NCRCP15).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

| BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- |
| 2ND FLOOR BEDFORDVIEW | PO BOX 62325 |
| SHOPPING CENTRE | MARSHALLTOWN |
| LEICESTER RD, BEDFORDVGAUTENG |  |
| 2008 |  |
|  |  |
| Customer care Centre: 0860107 |  |

17 Apri 12013
209179192


BUSINESS CURRENT ACCOUNT
Month-end Balance R 63.086,55
Details Service Debits Credits Date Balance Entry Ref

Service Debits Credits Date Balance Entry Ref Fee


BALANCE BROUGHT FORWARD
IB PAYMENT FROM KVASRAM

PAYMENT TO 0041
CHARFONTEIN B KVT9215:16
ELECTRONIC BANKING
PAYMENT TO 0020
WINKELHAAK VE KVT9214:04
ELECTRONIC BANKING
PAYMENT TO 0042 VREDE
TREKKER KVT9214:03
IB PAYMENT FROM KVASRAM
ELECTRONIC BANKING
PAYMENT TO 0035
CHANDRAMA PRA KVT9214:47
ELECTRONIC BANKING
PAYMENT TO 0006 KAMAL
VASRAM KVT9214:47

\#\# These fees are inclusive of VAT

[^18]| 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 |  |  |
|  |  | Customer Care Centre: 0860101341 |

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[^19]| 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 |  |  |
|  |  | Customer Care Centre: 0860101341 |

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17 Apri 12013
209179192
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For details please contact your nearest branch or visit
www.standardbank.co.za

[^20]| 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 Apri1 2013
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The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)
Authorised financial services provider
VAT Reg No. 4100105461 Registered credit provider (NCRCP15).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

BEDFORD GARDENS BEDFORD GARDENS
2ND FLOOR BEDFORDVIEW PO BOX 62325
SHOPPING CENTRE MARSHALLTOWN
LEICESTER RD, BEDFORDVGAUTENG
2008
2107
Customer Care Centre: 0860101341

17 May 2013
209179192

THE DIRECTOR ESTINA (PTY) LTD PO BOX 309 BEDFORDVIEW 2008


Make sure you are registered with the CIPC.
A17 South African companies and close corporations are required by law to pay an annual fee and lodge their annual returns with the Companies and Intellectual Property Commission (CIPC) once a year* If you do not meet these requirements, the CIPC will assume that your business is inactive and it will be deregistered and effectively cease to legally exist (until registration is restored). You can check your company or close corporation's registration status on the CIPC website at www.cipc.co.za * Due within 30 business days or 2 months of the annivesary date of your company or close corporation's incorporation.

Month-end Balance
Details

BALANCE BROUGHT FORWARD

TRANSFER FROM
BASI01-FS: AGRIC, DBNO:0006001
61
ELECTRONIC BANKING
PAYMENT TO 0037
AFRIWOLD 144 KVT9213:07
ELECTRONIC BANKING
PAYMENT TO 0001 BANK OF BAROD KVT9208:13

R 852.262,44


Balance Entry Ref
11.515,03
600.000,00 0418
$34.950 .000,000418$
601.577,09- 0418
10.000.000,00-

0419
35.561.515,03 000444284
34.959.937,94 000000083
611.515,03 000000083
24.959.937,94 000000083
\#\# These fees are inclusive of vat

[^21]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE | MARSHALLTOWN |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
| BEDFORD GARDENS | 2008 | 2107 |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 | Customer Care Centre: 0860101341 |  |

17 May 2013<br>209179192


\#\# These fees are inclusive of VAT

[^22]| 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 May 2013
209179192

\#\# These fees are inclusive of VAT

[^23]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE | MARSHALLTOWN |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
| BEDFORD GARDENS | 2008 | 2107 |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 | Customer Care Centre: 0860101341 |  |

17 May 2013
209179192

\#\# These fees are inclusive of VAT

[^24]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE | MARSHALLTOWN |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
| BEDFORD GARDENS | 2008 | 2107 |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 | Customer Care Centre: 0860101341 |  |

17 May 2013<br>209179192


\#\# These fees are inclusive of VAT

[^25]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE | MARSHALLTOWN |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
| BEDFORD GARDENS | 2008 | 2107 |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 | Customer Care Centre: 0860101341 |  |

17 May 2013
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*Overdraft facilities are subject to the bank's terms and conditions.
For details please contact your nearest branch or visit
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VAT Summary
Total charge amount (excluding VAT)
793,11
Total VAT
Tota 1 charge amount (including VAT)
111,0
904,15

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).

| 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 | Customer Care Centre: 0860101341 |  |

17 May 2013
209179192
BEDFORD GARDENS BEDFORD GARDENS
2ND FLOOR BEDFORDVIEW PO BOX 62325 MARSHALLTOWN
, BEDFORDVGAUTENG

Customer Care Centre: 0860101341


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Authorised financial services provider
VAT Reg No. 4100105461 Registered credit provider (NCRCP15).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

| BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- |
| 2ND FLOOR BEDFORDVIEW | PO BOX 62325 |
| SHOPPING CENTRE | MARSHALLTOWN |
| LEICESTER RD, BEDFORDVGAUTENG |  |
| 2008 |  |
|  |  |
| Customer care Centre: 0860107 |  |



BUSINESS CURRENT ACCOUNT

Month-end Balance R 865.445,30
Details Service Debits Credits Date Balance Entry Ref

BALANCE BROUGHT FORWARD


PAYMENT TO CMH TOYOTA
KVT92 13:31


ELECTRONIC BANKING
PAYMENT TO 0046
SAAMSTAAN VOE KVT9211:01 $\quad 13.148,00-1.4051 .199,77000000083$
ELECTRONIC BANKING
ELECTRONIC BANKING
PAYMENT TO THE CHAIR
AND DESK KVT92 11:01 $\quad$ 22.252,00- $\quad 05 \quad 23 \quad 1.348 .947,77000000083$
ELECTRONIC BANKING
$\begin{array}{llll}\text { PAYMENT TO OO42 VREDE } & & \\ \text { TREKKER KVT9211:01 } & 10.260,00- & 0523 & 1.338 .687,77000000083\end{array}$
ELECTRONIC BANKING
PAYMENT TO GWM MIDRAND
KVT92 14:29
\#\# These fees are inclusive of VAT

[^26]| 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 |  |  |
|  |  |  |

15 June 2013
209179192

\#\# These fees are inclusive of VAT

[^27]| 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 |  |  |
|  |  |  |

15 June 2013
209179192

\#\# These fees are inclusive of VAT

[^28]| 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 |  |  |
|  |  |  |

15 June 2013
209179192

\#\# These fees are inclusive of VAT

[^29]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE | MARSHALLTOWN |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
| BEDFORD GARDENS | 2008 | 2107 |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 | Customer Care Centre: 0860101341 |  |

15 June 2013
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VAT Summary

| Total charge amount (excluding VAT) | 780,25 |
| :--- | :--- |
| Tota 1 VAT | 109,24 |
| Total charge amount (including VAT) | 889,48 |

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Authorised financial services provider
VAT Reg No. 4100105461 Registered credit provider (NCRCP15).

| 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 | Customer Care Centre: 0860101341 |  |

15 June 2013
209179192


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VAT Reg No. 4100105461 Registered credit provider (NCRCP15).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

| BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- |
| 2ND FLOOR BEDFORDVIEW | PO BOX 62325 |
| SHOPPING CENTRE | MARSHALLTOWN |
| LEICESTER RD, BEDFORDVGAUTENG |  |
| 2008 |  |
|  |  |
| Customer Care Centre: 0860107 |  |

BEDFORD GARDENS BEDFORD GARDENS
位
MARSHALLTOWN

Customer Care Centre: 0860101341

17 Ju7y 2013
209179192


Make sure you are registered with the CIPC.
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Month-end Balance
R 76.098,10
$\begin{array}{lccccc}\text { Details } & \begin{array}{c}\text { Service } \\ \text { Fee }\end{array} & \text { Debits } & \text { Credits } & \text { Date } & \text { Balance Entry Ref } \\ \text { BALANCE BROUGHT FORWARD } \\ \text { ELECTRONIC BANKING PAYMENT } \\ \text { FR PARK VILLAGE BEDFORD } \\ \text { GARD } 717\end{array}$
\#\# These fees are inclusive of VAT

[^30]| 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 |  |  |
|  |  |  |


\#\# These fees are inclusive of VAT

[^31]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE | MARSHALLTOWN |
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| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 |  |  |
|  |  |  |


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[^32]| 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 |  |  |
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[^33]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
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|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE | MARSHALLTOWN |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
| BEDFORD GARDENS | 2008 |  |
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[^34]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
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|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
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|  | LEICESTER RD, BEDFORDVGAUTENG |  |
| BEDFORD GARDENS | 2008 |  |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 |  |  |
|  |  |  |


\#\# These fees are inclusive of VAT

[^35]| 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 |  |  |
|  | Customer Care Centre: 0860101341 |  |



Please verify al1 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).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

| BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- |
| 2ND FLOOR BEDFORDVIEW | PO BOX 62325 |
| SHOPPING CENTRE | MARSHALLTOWN |
| LEICESTER RD, BEDFORDVGAUTENG |  |
| 2008 | 2107 |
|  |  |
| Customer care Centre: 0860101341 |  |

BEDFORD GARDENS BEDFORD GARDENS
位
LEICESTER RD, BEDFORDVGAUTENG 2107

Customer Care Centre: 0860101341

17 August 2013
209179192


BUSINESS CURRENT ACCOUNT

Month-end Balance

BALANCE BROUGHT FORWARD
ELECTRONIC BANKING
PAYMENT TO HAVCO
MANUFACTURIN KVT92 15:48
IB PAYMENT FROM KVASRAM
ELECTRONIC BANKING
PAYMENT TO 0045
VARGAFIELD PT KVT9215:15
ELECTRONIC BANKING
PAYMENT TO 0035
CHANDRAMA PRA KVT9212:29
ELECTRONIC BANKING
PAYMENT TO 0031
WESTDAWN INVE KVT9212:29
ELECTRONIC BANKING
PAYMENT TO 0046
SAAMSTAAN VOE KVT9212:29
IB PAYMENT FROM KVASRAM

Details Service Debits Credits Date Balance Entry Ref
R 44.639,47

0718
$13.447,46-\quad 0718$
600.000,00 0719
600.000,00- 0719
9.417,98- 0724
44.285,86- 0724
$8.018,50-\quad 0724$
150.000,00 0725

108,75- 0726
206.151,01 000000083
\#\# These fees are inclusive of vat

[^36]| 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

[^37]| 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

[^38]| 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 | Customer Care Centre 0860101341 |  |

## 17 August 2013 <br> 209179192


\#\# These fees are inclusive of VAT

[^39]| 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

[^40]| 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 | Customer Care Centre: 0860101341 |  |

## 17 August 2013 <br> 209179192



Fee Structure
overdraft Rate*
: 19,000\%
Review Date (temporary facilities excluded)

2013-09-25
*Overdraft facilities are subject to the bank's terms and conditions.
For details please contact your nearest branch or visit
www.standardbank.co.za

VAT Summary

| Total charge amount (excluding VAT) | $1.600,68$ |
| :--- | :--- |
| Total VAT | 224,10 |
| Total charge amount (including VAT) | $1.824,77$ |

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).

| 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
209179192


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).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

BEDFORD GARDENS BEDFORD GARDENS
2ND FLOOR BEDFORDVIEW PO BOX 62325
SHOPPING CENTRE MARSHALLTOWN
LEICESTER RD, BEDFORDVGAUTENG
2008 2107

Customer Care Centre: 0860101341

17 September 2013
209179192

\#\# These fees are inclusive of VAT

[^41]| 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

[^42]| 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

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).

| 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

[^43]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE | MARSHALLTOWN |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
| BEDFORD GARDENS | 2008 | 2107 |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 | Customer Care Centre: 0860101341 |  |

## 17 September 2013 209179192


\#\# These fees are inclusive of VAT

[^44]| 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

Fee Structure
Overdraft Rate*
:19,000\%
Review Date (temporary
facilities excluded) : 2013-09-25
*Overdraft facilities are subject to the bank's terms and conditions.
For details please contact your nearest branch or visit
www.standardbank.co.za

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).

| 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



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).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

| BEDFORD GARDENS | BEDFORD GARDENS |
| :---: | :---: |
| 2ND FLOOR BEDFORDVIEW | PO BOX 62325 |
| SHOPPING CENTRE | MARSHALLTOWN |
| LEICESTER RD, BEDFORDV 2008 | $\begin{aligned} & \text { VGAUTENG } \\ & 2107 \end{aligned}$ |
| Customer Care Centre: | 0860101341 |
| 17 October 209179192 | 013 |

## THE DIRECTOR ESTINA (PTY) LTD PO BOX 309 BEDFORDVIEW 2008


\#\# These fees are inclusive of VAT

[^45]

\#\# These fees are inclusive of VAT

[^46]

\#\# These fees are inclusive of VAT

[^47]

\#\# These fees are inclusive of VAT

[^48]

\#\# These fees are inclusive of VAT

[^49]

\#\# These fees are inclusive of VAT

[^50]

\#\# These fees are inclusive of VAT

[^51]

\#\# These fees are inclusive of VAT

[^52]
 Statement from 18 september 2013 to 17 October 2013 BUSINESS CURRENT ACCOUNT Account Number 310864860

Fee Structure
overdraft Rate* :19,000\%
*Overdraft facilities are subject to the bank's terms and conditions.
For details please contact your nearest branch or visit
www.standardbank.co.za

VAT Summary
Total charge amount (excluding VAT)
Total VAT
2.288,65

Total charge amount (including VAT)
320,41
2.609,06

Account Summary
Details of Agreement
Annual Rate of Interest
Monthly Repayment amount
Frequency of instalment
Balance available at date of statement
Arranged Limit
657.314,67

Summary of Transactions
Net Payment Received for period of statement
42.287.543,56

Interest Charged
0,00

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).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

BEDFORD GARDENS BEDFORD GARDENS
2ND FLOOR BEDFORDVIEW PO BOX 62325
SHOPPING CENTRE MARSHALLTOWN
LEICESTER RD, BEDFORDVGAUTENG
20082107
Customer Care Centre: 0860101341

16 November 2013
209179192
BUSINESS CURRENT ACCOUNT

\#\# These fees are inclusive of VAT

[^53]| 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 |  |  |
|  |  |  |

16 November 2013
209179192

\#\# These fees are inclusive of VAT

[^54]| 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 |  |  |
|  |  | Customer Care Centre: 0860101341 |

16 November 2013
209179192

\#\# These fees are inclusive of VAT

[^55]| 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 |  |  |
|  |  | Customer Care Centre: 0860101341 |

16 November 2013
209179192

\#\# These fees are inclusive of VAT

[^56]| 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 |  |  |
|  |  | Customer Care Centre: 0860101341 |

16 November 2013
209179192


\#\# These fees are inclusive of VAT

[^57]| 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 |  |  |
|  |  | Customer Care Centre: 0860101341 |

16 November 2013
209179192


[^58]| 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 |  |  |
|  |  | Customer Care Centre: 0860101341 |

16 November 2013
209179192


BUSINESS CURRENT ACCOUNT Account Number 310864860

Fee Structure
overdraft Rate* :19,000\%
*Overdraft facilities are subject to the bank's terms and conditions.
For details please contact your nearest branch or visit
www.standardbank.co.za

VAT Summary
Total charge amount (excluding VAT)
Total VAT
Total charge amount (including VAT)

Account Summary
Details of Agreement
Annual Rate of Interest
Monthly Repayment amount
Frequency of instalment
Balance available at date of statement
19,000\%
0,00 821.574,58

Summary of Transactions
Net Payment Received for period of statement Interest Charged
10.220.412,02

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).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

BEDFORD GARDENS BEDFORD GARDENS
2ND FLOOR BEDFORDVIEW PO BOX 62325
SHOPPING CENTRE MARSHALLTOWN
LEICESTER RD, BEDFORDVGAUTENG
20082107
Customer Care Centre: 0860101341

17 December 2013
209179192

\#\# These fees are inclusive of VAT

[^59]

\#\# These fees are inclusive of VAT

[^60]

\#\# These fees are inclusive of VAT

Please verify al1 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).

| 310864860 ( ${ }^{\text {BEDFORD GARDENS }}$ | BEDFORD GARDENS <br> 2ND FLOOR BEDFORDVIEW <br> SHOPPING CENTRE <br> LEICESTER RD, BEDFORDV 2008 | BEDFORD GARDENS <br> PO BOX 62325 <br> MARSHALLTOWN <br> VAUTENG <br> 2107 |
| :---: | :---: | :---: |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 | Customer Care Centre: | 0860101341 |
|  | 17 December 209179192 | 2013 |


\#\# These fees are inclusive of VAT

[^61]| 310864860 ( ${ }^{\text {BEDFORD GARDENS }}$ | BEDFORD GARDENS <br> 2ND FLOOR BEDFORDVIEW <br> SHOPPING CENTRE <br> LEICESTER RD, BEDFORDV 2008 | BEDFORD GARDENS PO BOX 62325 MARSHALLTOWN VGAUTENG 2107 |
| :---: | :---: | :---: |
| $\begin{aligned} & \text { BEDFORD GARDE } \\ & \text { PO BOX } 62325 \end{aligned}$ |  |  |
| MARSHALLTOWN 2107 | Customer Care Centre: | 0860101341 |
|  | 17 December 209179192 | 2013 |


\#\# These fees are inclusive of VAT

[^62]

\#\# These fees are inclusive of VAT

[^63]| 310864860 ( ${ }^{\text {BEDFORD GARDENS }}$ | BEDFORD GARDENS <br> 2ND FLOOR BEDFORDVIEW <br> SHOPPING CENTRE <br> LEICESTER RD, BEDFORDV 2008 | BEDFORD GARDENS PO BOX 62325 MARSHALLTOWN VGAUTENG 2107 |
| :---: | :---: | :---: |
| $\begin{aligned} & \text { BEDFORD GARDE } \\ & \text { PO BOX } 62325 \end{aligned}$ |  |  |
| MARSHALLTOWN 2107 | Customer Care Centre: | 0860101341 |
|  | 17 December 209179192 | 2013 |


\#\# These fees are inclusive of VAT

[^64]| 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 | Customer Care Centre: 0860101341 |  |

17 December 2013
209179192


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).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

| BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- |
| 2ND FLOOR BEDFORDVIEW | PO BOX 62325 |
| SHOPPING CENTRE | MARSHALLTOWN |
| LEICESTER RD, BEDFORDVGAUTENG |  |
| 2008 | 2107 |
|  |  |
| Customer care Centre: 0860101341 |  |

17 January 2014
209179192

```
THE DIRECTOR
ESTINA (PTY) LTD
PO BOX }30
BEDFORDVIEW
2008
```


\#\# These fees are inclusive of VAT

[^65]| 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 January 2014<br>209179192


\#\# These fees are inclusive of VAT

[^66]| 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 January 2014
209179192

\#\# These fees are inclusive of VAT

[^67]| 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 January 2014<br>209179192


\#\# These fees are inclusive of VAT

[^68]| 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 January 2014<br>209179192


\#\# These fees are inclusive of VAT

[^69]| 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 January 2014<br>209179192


\#\# These fees are inclusive of VAT

[^70]| 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 January 2014<br>209179192


\#\# These fees are inclusive of VAT

[^71]| 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 January 2014<br>209179192


\#\# These fees are inclusive of VAT

[^72]| 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 January 2014<br>209179192


\#\# These fees are inclusive of VAT

[^73]| 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 January 2014 209179192

 Statement from 18 December 2013 to 17 January 2014 BUSINESS CURRENT ACCOUNT Account Number 310864860

Fee Structure
overdraft Rate* :19,000\%
*Overdraft facilities are subject to the bank's terms and conditions.
For details please contact your nearest branch or visit
www.standardbank.co.za

VAT Summary
Total charge amount (excluding VAT)
Total VAT
Total charge amount (including VAT)
025,75
143,61

Account Summary
Details of Agreement
Annual Rate of Interest
Monthly Repayment amount
Frequency of instalment
Balance available at date of statement 19,000\%
9.806.850,92

Summary of Transactions
Net Payment Received for period of statement
57.450.000,00

Interest Charged
1,94-

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).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

BEDFORD GARDENS BEDFORD GARDENS
2ND FLOOR BEDFORDVIEW PO BOX 62325
SHOPPING CENTRE MARSHALLTOWN
LEICESTER RD, BEDFORDVGAUTENG
20082107
Customer Care Centre: 0860101341

17 February 2014
209179192

\#\# These fees are inclusive of VAT

[^74]| 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 February 2014
209179192

\#\# These fees are inclusive of VAT

[^75]| 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 February 2014<br>209179192


\#\# These fees are inclusive of VAT

[^76]| 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 February 2014
209179192

\#\# These fees are inclusive of VAT

[^77]| 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 February 2014<br>209179192


\#\# These fees are inclusive of VAT

[^78]| 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 February 2014
209179192


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).

| 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 | Customer Care Centre: 0860101341 |  |

17 February 2014
209179192


VAT Summary

| Total charge amount (excluding VAT) | $1.035,61$ |
| :--- | :--- |
| Total VAT | 144,99 |

Account Summary
Details of Agreement

| Annual Rate of Interest |  |
| :--- | ---: |
| Monthly Repayment amount |  |
| Frequency of instalment |  |
| Balance available at date of statement | $19,500 \%$ |
| Arranged Limit | 0,00 |
| Summary of Transactions |  |
| Net Payment Received for period of statement | $3.651 .887,91$ |
| Interest Charged |  |

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).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

BEDFORD GARDENS BEDFORD GARDENS
2ND FLOOR BEDFORDVIEW PO BOX 62325
SHOPPING CENTRE MARSHALLTOWN
LEICESTER RD, BEDFORDVGAUTENG
20082107
BizDirect: 0860109075

17 March 2014
209179192
BUSINESS CURRENT ACCOUNT Account Number 310864860
Month-end Balance R 6.935.933,03

\#\# These fees are inclusive of VAT

[^79]

17 March 2014<br>209179192


\#\# These fees are inclusive of VAT

[^80]| 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 | BizDirect: 0860109075 |  |

17 March 2014<br>209179192


\#\# These fees are inclusive of VAT

[^81]

17 March 2014<br>209179192


\#\# These fees are inclusive of VAT

[^82]| 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 | BizDirect: 0860109075 |  |

17 March 2014<br>209179192


\#\# These fees are inclusive of VAT

[^83]| 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 | BizDirect: 0860109075 |  |

17 March 2014
209179192

\#\# These fees are inclusive of VAT

[^84]

17 March 2014<br>209179192



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).

| 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 | BizDirect: 0860109075 |  |

17 March 2014
209179192


Net Payment Received for period of statement 7.391.787,95 Interest Charged

0,00

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).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

| BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- |
| 2ND FLOOR BEDFORDVIEW | PO BOX 62325 |
| SHOPPING CENTRE | MARSHALLTOWN |
| LEICESTER RD, BEDFORDVGAUTENG |  |
| 2008 |  |
|  |  |
| BizDirect: 0860109075 |  |

BizDirect: 0860109075

17 Apri 12014
209179192
BUSINESS CURRENT ACCOUNT
Month-end Balance $\quad$ R 698.098,11


ELECTRONIC BANKING

| PAYMENT TO 0033 ESKOM | $492,80-\quad 0319$ | $287.425,24000000083$ |
| :--- | :--- | :--- | :--- | :--- |
| KVT9207:08 |  |  |


| ELECTRONIC BANKING |
| :--- |
| PAYMENT TO 0020 |
| WINKELHAAK VE KVT9207:08 |
| ELECTRONIC BANKING |


| PAYMENT TO 0018 AFGRO\I |
| :--- |
| EQUIP KVT9207:08 |


| ELECTRONIC BANKING |
| :--- |
| PAYMENT TO |
| KVT9207:08 ESKOM |

\#\# These fees are inclusive of VAT

[^85]| 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 | BizDirect: 0860109075 |  |

17 Apri 12014<br>209179192


\#\# These fees are inclusive of VAT

[^86]| 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 | BizDirect: 0860109075 |  |

17 Apri 12014<br>209179192


\#\# These fees are inclusive of VAT

[^87]| 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 Apri 12014<br>209179192


\#\# These fees are inclusive of VAT

[^88]| 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 Apri 12014<br>209179192


\#\# These fees are inclusive of VAT

[^89]| 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 Apri 12014<br>209179192



[^90]| 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 Apri 12014<br>209179192


\#\# These fees are inclusive of VAT

[^91]| 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 Apri 12014<br>209179192


\#\# These fees are inclusive of VAT

[^92]| 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 Apri 12014<br>209179192


\#\# These fees are inclusive of VAT

[^93]| 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 April 2014
209179192

*Overdraft facilities are subject to the bank's terms and conditions.
For details please contact your nearest branch or visit
www.standardbank.co.za

VAT Summary
Total charge amount (excluding VAT)
Total VAT
Total charge amount (including VAT)
1.100,59

154,08
1.254,67

Please verify al1 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).


17 April 2014
209179192


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).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

| BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- |
| 2ND FLOOR BEDFORDVIEW | PO BOX 62325 |
| SHOPPING CENTRE | MARSHALLTOWN |
| LEICESTER RD, BEDFORDVGAUTENG |  |
| 2008 | 2107 |
| BizDirect: 0860109075 |  |

17 May 2014
209179192


BUSINESS CURRENT ACCOUNT


\#\# These fees are inclusive of VAT

[^94]| 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 May 2014<br>209179192


\#\# These fees are inclusive of VAT

[^95]| 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 May 2014<br>209179192


\#\# These fees are inclusive of VAT

[^96]| 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 May 2014<br>209179192


\#\# These fees are inclusive of VAT

[^97]| 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 | BizDirect: 0860109075 |  |

17 May 2014<br>209179192


\#\# These fees are inclusive of VAT

[^98]| 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 May 2014<br>209179192


\#\# These fees are inclusive of VAT

[^99]| 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 May 2014<br>209179192


\#\# These fees are inclusive of VAT

[^100]| 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 May 2014
209179192

*Overdraft facilities are subject to the bank's terms and conditions.
For details please contact your nearest branch or visit
www.standardbank.co.za

VAT Summary

Total charge amount (excluding VAT) Total VAT

839,41
117, 52
956,93

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).


17 May 2014
209179192


Please verify al1 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).

| 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 June 2014
209179192


BUSINESS CURRENT ACCOUNT

Month-end Balance Details

BALANCE BROUGHT FORWARD
ELECTRONIC BANKING
PAYMENT TO 0035
CHANDRAMA PRA KVT9209:25
ELECTRONIC BANKING PAYMENT TO 0055 DAIRY CARE CC KVT9209:25

ELECTRONIC BANKING
PAYMENT TO GWM STANDERTON KVT92 09:25

ELECTRONIC BANKING PAYMENT TO IJ HAARHOFF KVT92 09:25

R 555.645,79


ELECTRONIC BANKING
PAYMENT TO 0047
ELECTRONIC BANKING
PAYMENT TO 0024 VREDE
TREKKER KVT9209:25
ELECTRONIC BANKING
PAYMENT TO 0047
PHUMELELA LOC KVT9209:25

302.487,89 000000083
278.487,89 000000083

278.036,64 000000083
245.090,64 000000083
244.710,94 000000083
\#\# These fees are inclusive of VAT

[^101]| 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 June 2014 209179192


\#\# These fees are inclusive of VAT

[^102]| 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 June 2014<br>209179192


\#\# These fees are inclusive of VAT

[^103]| 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 June 2014 209179192


\#\# These fees are inclusive of VAT

[^104]| 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 June 2014<br>209179192


\#\# These fees are inclusive of VAT

[^105]| 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 June 2014<br>209179192


\#\# These fees are inclusive of VAT

[^106]| 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 June 2014<br>209179192


\#\# These fees are inclusive of VAT

[^107]| 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 June 2014 209179192


\#\# These fees are inclusive of VAT

[^108]| 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 | BizDirect: 0860109075 |  |

17 June 2014<br>209179192


\#\# These fees are inclusive of VAT

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The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06)
Authorised financial services provider
VAT Reg No. 4100105461 Registered credit provider (NCRCP15).

| 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 June 2014<br>209179192


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| 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 June 2014<br>209179192


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| 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 June 2014 209179192



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310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

| BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- |
| 2ND FLOOR BEDFORDVIEW | PO BOX 62325 |
| SHOPPING CENTRE | MARSHALLTOWN |
| LEICESTER RD, BEDFORDVGAUTENG |  |
| 2008 | 2107 |
| BizDirect: 0860109075 |  |

17 Ju7y 2014
209179192


BUSINESS CURRENT ACCOUNT

Month-end Balance
Details

BALANCE BROUGHT FORWARD
CASH DEPOSIT RITE PRICE VRE DE

ELECTRONIC BANKING
PAYMENT TO DIAMOND IMPLEMENTS KVT92 09:35

ELECTRONIC BANKING
PAYMENT TO 0035
CHANDRAMA PRA KVT9209:35
ELECTRONIC BANKING
PAYMENT TO DIAMOND
IMPLEMENTS KVT92 09:35
ELECTRONIC BANKING
PAYMENT TO 0062 BKB
VREDE KVT9209:35
ELECTRONIC BANKING
PAYMENT TO 0035
CHANDRAMA PRA KVT9214:56
ELECTRONIC BANKING
PAYMENT TO 0055 DAIRY
CARE CC KVT9209:35

R 8.844.029,32

$278.623,65000000083$
$\begin{array}{llll}90.476,00- & 0618 & 188.147,65000000083 \\ 11.480,00- & 0618 & 176.667,65 & 000000083\end{array}$
18.787,39- 0618
$157.880,26000000083$
\#\# These fees are inclusive of VAT

[^109]| 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 Ju7y 2014<br>209179192


\#\# These fees are inclusive of VAT

[^110]| 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 Ju7y 2014<br>209179192


\#\# These fees are inclusive of VAT

[^111]| 310864860 | BEDFORD GARDENS <br> 2ND FLOOR BEDFORDVIEW SHOPPING CENTRE <br> LEICESTER RD, BEDFORD | BEDFORD GARD PO BOX 62325 MARSHALLTOWN VGAUTENG |
| :---: | :---: | :---: |
| BEDFORD GARDENS PO BOX 62325 | 2008 | 2107 |
| MARSHALLTOWN 2107 | BizDirect: 0860109075 |  |

17 July 2014<br>209179192


\#\# These fees are inclusive of VAT

[^112]| 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 | BizDirect: 0860109075 |  |

17 Ju7y 2014<br>209179192


\#\# These fees are inclusive of VAT

[^113]| 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 Ju7y 2014<br>209179192


\#\# These fees are inclusive of VAT

[^114]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE | MARSHALLTOWN |
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| BEDFORD GARDENS | 2008 |  |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 | BizDirect: 0860109075 |  |

17 Ju7y 2014<br>209179192


\#\# These fees are inclusive of VAT

[^115]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
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| BEDFORD GARDENS | 2008 |  |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 | BizDirect: 0860109075 |  |

17 Ju7y 2014<br>209179192


\#\# These fees are inclusive of VAT

[^116]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE MARSHALLTOWN |  |
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| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 |  |  |

17 Ju7y 2014<br>209179192


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VAT Summary

| Total charge amount (excluding VAT) | $1.238,71$ |
| :--- | :--- |
| Total VAT | 173,42 |
| Total charge amount (including VAT) | $1.412,13$ |

Please verify al1 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).

| 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 Ju7y 2014
209179192

THE DIRECTOR ESTINA (PTY) LTD PO BOX 309 BEDFORDVIEW 2008
BEDFORD GARDENS 830
MONTHLY MAIL

Statement No 44
VAT Reg. No.
Page 10 of 10
Statement Frequency MONTHLY
Statement from 18 June 2014 to 17 July 2014
Account Number 310864860

Account Summary
Details of Agreement
Annual Rate of Interest
Monthly Repayment amount
Frequency of instalment
Balance available at date of statement Arranged Limit

Summary of Transactions
Net Payment Received for period of statement
Interest Charged


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Authorised financial services provider
VAT Reg No. 4100105461 Registered credit provider (NCRCP15).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

| BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- |
| 2ND FLOOR BEDFORDVIEW | PO BOX 62325 |
| SHOPPING CENTRE | MARSHALLTOWN |
| LEICESTER RD, BEDFORDVGAUTENG |  |
| 2008 | 2107 |
| BizDirect: 0860109075 |  |

BEDFORD GARDENS BEDFORD GARDENS
位
LEICESTER RD, BEDFORDVGAUTENG 2107

BizDirect: 0860109075

16 August 2014
209179192
BUSINESS CURRENT ACCOUNT Account Number 310864860


\#\# These fees are inclusive of VAT

[^117]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE MARSHALLTOWN |  |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
|  | BEDFORD GARDENS |  |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 |  |  |

## 16 August 2014 209179192


\#\# These fees are inclusive of VAT

[^118]| 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 | BizDirect: 0860109075 |  |

## 16 August 2014 209179192


\#\# These fees are inclusive of VAT

[^119]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE MARSHALLTOWN |  |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
|  | BEDFORD GARDENS |  |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 |  |  |

## 16 August 2014 209179192


\#\# These fees are inclusive of VAT

[^120]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE MARSHALLTOWN |  |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
|  | BEDFORD GARDENS |  |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 |  |  |

## 16 August 2014 209179192


\#\# These fees are inclusive of VAT

[^121]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE MARSHALLTOWN |  |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
|  | BEDFORD GARDENS |  |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 |  |  |

## 16 August 2014 209179192


\#\# These fees are inclusive of VAT

[^122]| 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 |  |  |

## 16 August 2014 209179192


\#\# These fees are inclusive of VAT

[^123]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE MARSHALLTOWN |  |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
|  | BEDFORD GARDENS |  |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 |  |  |

## 16 August 2014 209179192


\#\# These fees are inclusive of VAT

[^124]| 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 |  |  |

## 16 August 2014 209179192



[^125]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE MARSHALLTOWN |  |
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|  | BEDFORD GARDENS |  |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 |  |  |

16 August 2014
209179192

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```
VAT Summary
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310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

BEDFORD GARDENS BEDFORD GARDENS
2ND FLOOR BEDFORDVIEW PO BOX 62325
SHOPPING CENTRE MARSHALLTOWN
LEICESTER RD, BEDFORDVGAUTENG
2008 2107

BizDirect: 0860109075

17 September 2014
209179192

BUSINESS CURRENT ACCOUNT Account Number 310864860

Month-end Balance
R 2.063.967,11

Details Service Debits Credits Date Balance Entry Ref

BALANCE BROUGHT FORWARD


CASH DEPOSIT RITE PRICE VR EDE

ELECTRONIC BANKING
PAYMENT TO 0001 BANK OF BAROD KVT9208:23
7.000.000,00-

0819
3.791.577,94 000000083

ELECTRONIC BANKING
PAYMENT TO 0055 DAIRY
CARE CC KVT9211:52
20.779,12-
$08 \quad 22$
$3.770 .798,82000000083$
ELECTRONIC BANKING
PAYMENT TO 0066 MKNIGHT
ACCOU KVT9211:52
$350,00-\quad 08 \quad 22$
$3.770 .448,82000000083$
ELECTRONIC BANKING
PAYMENT TO 0055 DAIRY
CARE CC KVT9211:52
4.538,64- $0822 \quad 3.765 .910,18000000083$
\#\# These fees are inclusive of VAT

[^126]| 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 2014 209179192


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[^127]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE | MARSHALLTOWN |
|  | LEICESTER RD, BEDFORDVGAUTENG |  |
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| PO BOX 62325 |  |  |
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## 17 September 2014 209179192


\#\# These fees are inclusive of VAT

[^128]| 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 2014 209179192


\#\# These fees are inclusive of VAT

[^129]| 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 2014 209179192


\#\# These fees are inclusive of VAT

[^130]| 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 2014 209179192


\#\# These fees are inclusive of VAT

[^131]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
|  | SHOPPING CENTRE | MARSHALLTOWN |
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17 September 2014
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| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
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## 17 September 2014 209179192


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[^132]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
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|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
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## 17 September 2014 <br> 209179192


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## 17 September 2014 <br> 209179192



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| 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 October 2014
209179192

BUSINESS CURRENT ACCOUNT Account Number 310864860


\#\# These fees are inclusive of VAT

[^133]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
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17 October 2014
209179192

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[^134]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
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| BEDFORD GARDENS | 2008 |  |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 | BizDirect: 0860109075 |  |

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17 October 2014 209179192
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\#\# These fees are inclusive of VAT

[^135]| 310864860 | BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- | :--- |
|  | 2ND FLOOR BEDFORDVIEW PO BOX 62325 |  |
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| BEDFORD GARDENS | 2008 |  |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 | BizDirect: 0860109075 |  |

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17 October 2014 209179192
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For details please contact your nearest branch or visit
www.standardbank.co.za

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).

| 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 October 2014
209179192


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).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

BEDFORD GARDENS BEDFORD GARDENS
2ND FLOOR BEDFORDVIEW PO BOX 62325
SHOPPING CENTRE MARSHALLTOWN
LEICESTER RD, BEDFORDVGAUTENG
20082107
BizDirect: 0860109075

17 November 2014
209179192

BUSINESS CURRENT ACCOUNT

Month-end Balance
Details

BALANCE BROUGHT FORWARD
CASH DEPOSIT REDSEA
ENGINEE RING REDSEA
CASH DEPOSIT FEE -
BRANCH ACC 310864860
DEP BCH 5333
MONTHLY MANAGEMENT FEE ACC 310864860

SERVICE FEE ACC 310864860

SERVICE AGREEMENT 9791 AFRIHOST A10216435

R 3.903.273,54

\#\# These fees are inclusive of VAT

[^136]| 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 November 2014 <br> 209179192



Please verify al1 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).

310864860<br>BEDFORD GARDENS<br>PO BOX 62325<br>MARSHALLTOWN 2107

| BEDFORD GARDENS | BEDFORD GARDENS |
| :--- | :--- |
| 2ND FLOOR BEDFORDVIEW | PO BOX 62325 |
| SHOPPING CENTRE | MARSHALLTOWN |
| LEICESTER RD, BEDFORDVGAUTENG |  |
| 2008 | 2107 |
| BizDirect: 0860109075 |  |

BEDFORD GARDENS BEDFORD GARDENS
2ND FLOOR BEDFORDVIEW PO BOX 62325
SHOPPING CENTRE MARSHALLTOWN
, BEDFORDVGAUTENG 2107

BizDirect: 0860109075

01 December 2014
209179192

THE DIRECTOR ESTINA (PTY) LTD PO BOX 309 BEDFORDVIEW 2008

BEDFORD GARDENS 8305 CLOSED MAIL

Statement No 49
VAT Reg. No
Page 1 of 2
Statement Frequency CLOSED statement from 18 November 2014 to 01 December 2014

Account Number 310864860

\#\# These fees are inclusive of VAT

[^137]| 310864860 | BEDFORD GARDENS <br> 2ND FLOOR BEDFORDVIEW <br> SHOPPING CENTRE <br> LEICESTER RD, BEDFORD | BEDFORD GARDENS PO BOX 62325 MARSHALLTOWN VGAUTENG |
| :---: | :---: | :---: |
| BEDFORD GARDENS | 2008 | 2107 |
| PO BOX 62325 |  |  |
| MARSHALLTOWN 2107 | BizDirect: 0860109075 |  |

01 December 2014
209179192


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).

| DORMANT - CLOSURE REQUESTE[507300426 | -224.00 |  |
| :---: | :---: | :---: |
| DORMANT - CLOSURE REQUESTEL 507300426 | -35.00 |  |
| DORMANT - CLOSURE REQUESTE[507300426 | -45.00 |  |
| DORMANT - CLOSURE REQUESTE[507300426 | -224.00 |  |
| DORMANT - CLOSURE REQUESTEL 507300426 | -35.00 |  |
| DORMANT - CLOSURE REQUESTE[507300426 | -45.00 |  |
| DORMANT - CLOSURE REQUESTE[507300426 | -224.00 |  |
| DORMANT - CLOSURE REQUESTE 507300426 |  | 30,000,000.00 |
| DORMANT - CLOSURE REQUESTE[ 507300426 | -1,000,000.00 |  |
| DORMANT - CLOSURE REQUESTE[ 507300426 | -28,000,000.00 |  |
| DORMANT - CLOSURE REQUESTE[ 507300426 | -45.00 |  |
| DORMANT - CLOSURE REQUESTE[507300426 | -704.51 |  |
| DORMANT - CLOSURE REQUESTEL 507300426 | -35.00 |  |
| DORMANT - CLOSURE REQUESTEL507300426 | -1,799.00 |  |
| DORMANT - CLOSURE REQUESTEL507300426 | -35.00 |  |


| 310864860 | 3998713.000 | 2012-05-05 | BEST 2000 FOR QYI06 APR 12 |
| :---: | :---: | :---: | :---: |
| 310864860 | 3998714.000 | 2012-06-01 | ACC 310864860 |
| 310864860 | 3998715.000 | 2012-06-01 | MIN SF 310864860 |
| 310864860 | 3998716.000 | 2012-06-05 | BEST 2000 FOR QYIO6 MAY 12 |
| 310864860 | 3998717.000 | 2012-07-02 | ACC 310864860 |
| 310864860 | 3998718.000 | 2012-07-02 | MIN SF 310864860 |
| 310864860 | 3998719.000 | 2012-07-05 | BEST 2000 FOR QYI06 JUN 12 |
| 310864860 | 3998720.000 | 2012-07-09 | BASF01-FS:AGRIC DBNO:000027187 |
| 310864860 | 3998721.000 | 2012-07-27 | 0002 ENTINA PTY LT KVT9214:31 |
| 310864860 | 3998722.000 | 2012-07-31 | 0001 BANK OF BAROD KVT9211:31 |
| 310864860 | 3998723.000 | 2012-08-01 | MIN SF 310864860 |
| 310864860 | 3998724.000 | 2012-08-04 | BEST 2000 FOR QYIO6 JUL 12 |
| 310864860 | 3998725.000 | 2012-08-08 | ACC 310864860 |
| 310864860 | 3998726.000 | 2012-08-22 | 0003 METRO LIFESTY KVT9210:25 |
| 310864860 | 3998728.000 | 2012-09-01 | ACC 310864860 |

[^138]



## Annexure H

## Tracing Benefits Accruing to the Gupta Enterprise List of All Transactions and Sources

Tranches 0-7

## Explanatory note

The tables provided below set out the details of all transactions from Tranches 0 to 7 that allow us to trace the disposition of funds paid to Estina, with a particular focus on tracing benefits accruing to the Gupta enterprise.

The following shorthand referencing is used to describe the source of information relied upon for each transaction.
a. SB [statement number, statement page number] = The bank statements for Estina's Standard Bank account 310864860 attached as Annexure E. The number following SB refers to the page number of Annexure E. In our shorthand we reflect, first, SB, then the statement number a transaction can be found in, and finally the page number of that statement. Thus, the Free State government's deposit of R34 950000 on the $18^{\text {th }}$ of April 2013 is to be found at SB30, p. 1, meaning page 1 of statement number 30.
b. FNB[number] = Estina Pty Ltd FNB Statements for account 62505753906, beginning with statement 2 [18 November 2014 to 29
November 2014] and ending with statement 31 [30 March 2017 to 18 April 2017], attached as Annexure I.
c. FNBCall = Estina Pty Ltd FNB statements for call account 62611308554, beginning with statement 1 [11 May 2016] and ending with statement 4 [30 September 2016-31 December 2016], attached as Annexure $\mathbf{K}$ to this submission.
d. Estina's Bank of Baroda accounts, including its current, loan and fixed deposit accounts are referred to by their bank category number and account number. For example, current accounts operated by the Bank

## "H" p 2

of Baroda started with 920202, fixed deposit accounts started 920203, and loan facilities started 920206. Each of these different types of account can be identified by the last three digits of their account number. Combined with the account type, the Estina Bank of Baroda current account 92020200000255 becomes 02/255; 02/255 p. 2, therefore, refers to page two of the bank statement of 02/255. All of Estina's bank of Baroda statements are attached as annexures J- J15
e. Kamal Vasram's Bank of Baroda accounts, including its current, loan and fixed deposit accounts are referred to by their bank category number and account number. For example, current accounts operated by the Bank of Baroda started with 920202, fixed deposit accounts started 920203, and loan facilities started 920206. Each of these different types of account can be identified by the last three digits of their account number. Combined with the account type, the Vasram's personal current account number becomes 02/262; 02/262 p. 2, therefore, refers to page two of the bank statement of 02/262. All of Estina's bank of Baroda statements are attached as annexures M-M7
f. Stanlib[number] = Estina Pty Ltd Stanlib unit trust statements for account 532028173, attached as Annexure L to this submission.
g. Bank summary XLS [variables] = Spreadsheet of financial records stemming from \#Guptaleaks acting as the ledger and accounting records for offshore enterprises run by the Gupta enterprise, attached as Annexure LEDG1 to this submission and discussed above. Our naming convention runs as follows: [Bank summary xIs] [the name of the individual 'sheet' within the XLS book] [row/entry number in that sheet]. Thus, 'Bank summary xls Global sheet row 149' refers to row 149 of the sheet called 'Global' in the bank summary Excel book
h. Funds13-14.xls [variables] = spreadsheet recording incomings and outgoings for the Gupta enterprise. Funds13-14.xls is attached as Annexure LEDG2 to this submission. Our naming convention runs as follows: [Funds13-14.xls] [the name of the individual 'sheet' within the XLS book][row/entry/cell number(s) in that sheet]. Thus, FundsXLS Sheet 1 Row 22 refers to the entry appearing at Row 22 of Sheet 1 in Annexure LEDG2.
i. For all documents or statements from the Bank of Baroda, I refer to them by their shorthand name such as 02/255, and the page of the statement on which the transaction appears. The shorthand refers to 92020200000255 . This shorthand is used as the Bank of Baroda identified different types of account by the $6^{\text {th }}$ number of the account number ( 2 for a current account, 3 for a fixed deposit, 6 for a loan), while the final three digits provided the unique account number.

Where we refer to additional documentation, such as Reserve Bank currency flow information, we cite the specific document and attachment reference. We do not accord these an abbreviation as they are used infrequently.

## Transactions Related to Tranche 0

| Date | Amount | From | To | Source of Information |
| :---: | :---: | :---: | :---: | :---: |
| 09/07/2012 | R30m | FS Dept of Agriculture | Estina (Pty) Ltd | SB |
| 27/07/2012 | R1m | Estina (Pty) Limited <br> Standard Bank <br> (310864860) | Estina (Pty) Limited <br> ABSA Bank <br> Account $4079496171$ | Annexure E1, p. 1-2 and Annexure EE, p. 1 |
| 31/07/2012 | R28m | Estina (Pty) Limited <br> Standard Bank <br> (310864860) | Estina Baroda Current Account (9202020000255) | Annexure E1, p. 1-2 02/255, p. 1 |
| 31/07/2012 | R28m | Estina Baroda Current Account (9202020000255) | Estina Baroda Fixed <br> Deposit Account (920203000000189) | 02/255, p1 and 03/189 p. 1 |
| 15/10/2012 | R2m | Kamal Vasram $02 / 262$ | Estina Bank of Baroda Fixed Deposit Account (92020300000207) | 02/262, p. 1 and 03/207, p. 1 |
| 4/09/2013 | R28m | Estina Baroda Fixed <br> Deposit Account <br> (920203000000189) | Estina Baroda Current Account (9202020000255) | 02/255, p. 2 and 03/189, p. 1 |
| 4/09/2013 | R2m | Estina Baroda Fixed <br> Deposit Account , <br> (92020300000207) | Estina Baroda <br> Current Account <br> (9202020000255) | 02/255, p. 2 and 03/207, p. 1 |
| 4/09/2013 | R30m | Estina Baroda | Estina (Pty) Limited | 02/255, p. 2 and SB30, p. 1 |


|  |  | Current Account (9202020000255) | Standard Bank <br> (310864860) |  |
| :---: | :---: | :---: | :---: | :---: |
| 4/09/2013 | R1.3m (from Tranche 1) | Kamal Vasram Standard Bank (50041959) | Estina (Pty) Limited <br> Standard Bank <br> (310864860) | SB34, p. 3, Annexure Q, p. 16 |
| 05/09/2013 | $\begin{aligned} & \hline \$ 2,999,975 \text { / } \\ & \text { R30.9m } \end{aligned}$ | Estina (Pty) Limited <br> Standard Bank (310864860) | Gateway Limited <br> Standard Chartered <br> Dubai USD <br> Account <br> (02206949201) | SB34, p. 4 <br> And Funds13-14.xls, <br> Sheet 1, Cells A20 - D20. <br> Annexure U, Unique transaction reference <br> 1309048305TT3527. Annexure T, p. 2 |
| 5/09/2013 | \$1m | Gateway Limited <br> Standard Chartered <br> Dubai USD <br> Account <br> (02206949201) | Global Corporation LLC Standard Chartered Dubai USD Account (01202116701) | Bank summary xls <br> Global sheet <br> Row 149 and Annexure T, p. 2 |
| 07/09/2013 | \$700,000 | Global Corporation <br> LLC Standard <br> Chartered Dubai <br> USD Account <br> (01202116701) | Global Corporation LLC Bank of Baroda USD Account (90030200012005) | Bank summary xls <br> Global sheet <br> Row150/151 |
| 07/09/2013 | AED1,850,000 | Global Corporation LLC Bank of Baroda USD Account (90030200012005) | Global Corporation LLC Bank of Baroda Dubai AED Account (90030200012004) | Bank summary xls Glo acc gateway sheet <br> Row 189/190 |
| 07/09/2013 | AED1,850,000 | Global Corporation LLC Bank of Baroda Dubai AED Account (90030200012004) | Cash for use with AI <br> Nahdi (Hawala <br> trader) | Bank summary XIs Global Sheet Row 155 and Bank summary XIs Cash sheet Row 28 |
| 08/09/2013 | \$145,000 | Global Corporation LLC Bank of Baroda USD Account (90030200012005) | Fidelity Enterprises <br> Limited Bank of <br> Baroda USD <br> Account <br> (90030200012009) | Bank summary xls All sheet Row 218 |
| 08/09/2013 | AED750,000 | Accurate Investments Standard Chartered Bank Dubai | Global Corporation <br> LLC Standard <br> Chartered Dubai <br> AED | Bank summary xls Global sheet Row 158 |


|  |  | (01204077701) | (01202116701) |  |
| :---: | :---: | :---: | :---: | :---: |
| 08/09/2013 | AED750,000 | Global Corporation LLC Standard Chartered Dubai AED <br> (01202116701) | Cash | Bank summary xls Global sheet Row 159 |
| 08/09/2013 | AED750,000 | Cash | Global Corporation LLC National Bank of Abu Dhabi Dubai AED Account (6202119544) | Bank summary xls Global sheet Row 160 |
| 08/09/2013 | $\begin{aligned} & \$ 200,000 \\ & (\text { AED } 737,720) \end{aligned}$ | Global Corporation LLC National Bank of Abu Dhabi Dubai AED Account (6202119544) | "Shivani GuptaAchla Gupta" | Bank summary xls Global sheet Row 161 |
| 09/09/2013 | \$142,000 | Fidelity Enterprises <br> Limited Bank of <br> Baroda USD <br> Account <br> (90030200012009) | Purchase of Bhatia Shares | Bank summary xls All sheet row 229 and Funds13-14.xls, sheet 1, row 44 |
| 09/09/2013 | $\$ 1,400,000$ | Gateway Limited <br> Standard Chartered <br> Dubai USD <br> Account <br> (02206949201) | Accurate Investments Standard Chartered Bank Dubai (01204077701) | Bank summary xls Glo Acc <br> Gateway sheet rows <br> 201 and 202 and Annexure T, <br> p. 2 |
| 09/09/2013 | \$1,347,000 | Accurate Investments Standard Chartered Bank Dubai (01204077701) | Linkway Trading <br> (Pty) Limited State <br> Bank of India Johannesburg (32620055720101) | Bank summary xls Glo Acc Gateway sheet, row 203 and Funds13-14.xls, Sheet 1, Cells G43 - 143 and Annexure W, Unique Transaction Number DC61200913. Annexure R, p. 12 |
| 18/09/2013 | \$50,000 | Gateway Limited <br> Standard Chartered <br> Dubai USD <br> Account <br> (02206949201) | Lin Yu Ju | Bank summary XLS <br> Glo Acc Gateway sheet <br> Entry 216 and 13-14.xls Sheet1, <br> Entry 47, Annexure T, p. 2 |
| 23/09/2013 | \$50,000 | Accurate Investments | Fidelity Enterprises <br> Limited Standard | Bank summary xls All sheet Entry 237 |


|  |  | Standard Chartered <br> Bank Dubai <br> (01204077701) | Chartered Bank <br> Dubai USD Account <br> (01923292301) |  |
| :---: | :---: | :---: | :---: | :---: |
| 23/09/2013 | \$400,000 | Gateway Limited <br> Standard Chartered <br> Dubai USD <br> Account <br> (02206949201) | Global Corporation LLC Bank of Baroda USD Account (90030200012005) | Bank summary xls <br> Global sheet <br> Entry 171 and Annexure T, p. 2 |
| 23/09/2013 | $\$ 72,231.14$ | Gateway Limited <br> Standard Chartered <br> Dubai USD <br> Account (02206949201) | Star Engineering for Milk Plant | Bank summary XLS <br> Glo Acc Gateway sheet <br> Entry 222 and Funds13-14.xls, entry 50 and Gateway Limited <br> Standard Chartered Bank <br> Statement for Account $\text { 022064949201, p. } 2$ |
| 23/09/2013 | \$3.1m (of which \$100k from Tranche 0 and remainder from Tranche 2) | Fidelity Enterprises <br> Limited Standard <br> Chartered Bank <br> Dubai USD Account <br> (01923292301) | Oakbay Investments (Pty) <br> Limited Bank of <br> Baroda <br> Johannesburg <br> (92020200000034) | Bank summary XLS <br> All sheet <br> Entry 253. Annexure V, Unique transaction reference 201309250312_1. Oakbay Investments Bank of Baroda Statement, 02/234, p. 9 |
| 23/09/2013 | AED1,650,000 | Global Corporation LLC Standard Chartered Bank Dubai USD Account 01202116701 | Global Corporation LLC National Bank of Abu Dhabi AED Account 6202119544 | Bank summary XLS <br> Consol sheet Row 242 |
| 24/09/2013 | AED1,700,000 | Global Corporation LLC National Bank of Abu Dhabi AED Account 6202119544 | Cash withdrawal | Bank summary XLS Global sheet Row 177 |
| 24/09/2013 | AED367,245 | Cash withdrawal (cash from Global Corporation LLC NBAD AED account from entry directly above) | Cash given to Nahdi [Hawala] | Bank summary XLS <br> Cash sheet Row 24 |
| 24/09/2013 | AED1,300,000 | Cash withdrawal (cash from Global | Global Corporation Bank of Baroda | Bank summary XLS <br> Global sheet row 178 |


|  |  | Corporation LLC <br> NBAD AED <br> account) | Dubai AED Account 90030200012004 |  |
| :---: | :---: | :---: | :---: | :---: |
| 24/09/2013 | \$100,000 | Global Corporation LLC Bank of Baroda Dubai AED Account (90030200012004) | Fidelity Enterprises <br> Limited Bank of <br> Baroda Dubai USD <br> Account <br> (90030200012009) | Bank summary XLS <br> Global sheet row 179 and All sheet row 259 |
| 24/09/2013 | \$900,000 (comingled with funds from Transnet/JJT and Tranche 1) | Fidelity Enterprises <br> Limited Bank of Baroda Dubai USD <br> Account <br> (90030200012009) | Oakbay Investments (Pty) Limited Bank of Baroda Johannesburg (92020200000034) | Bank summary XLS <br> All sheet row 260 and Funds13- <br> 14.xls, sheet 1, Row 51. <br> Oakbay Investments Bank of <br> Baroda Statement, 02/234, p. 9. <br> Annexure V |
| 25/09/2013 | AED370,000 | Global Corporation LLC Bank of Baroda Dubai AED Account (90030200012004) | Cash withdrawal | Bank summary XLS <br> Global sheet <br> Row 184 |
| 25/09/2013 | AED367,255 | Cash withdrawal (cash from Global Corporation LLC Bank of Baroda Dubai AED Account (90030200012004) | Cash given to Nahdi [Hawala] | Bank summary XLS <br> Cash sheet <br> Row 31 |
| 05/10/2013 | AED400,000 | Global Corporation LLC Bank of Baroda Dubai AED Account (90030200012004) | Cash withdrawal | Bank summary XLS Global sheet <br> Row 187 |
| 07/10/2013 | AED368,750 | Cash withdrawal (cash from Global Corporation LLC Bank of Baroda Dubai AED Account (90030200012004) | Cash given to Vikas | Bank summary XLS <br> Cash sheet <br> Row 32 |

Transactions Related to Tranche 1

| Date | Amount | From | To | Source of Information |
| :---: | :---: | :---: | :---: | :---: |
| 11/10/2012 | R3.5m | Oakbay Loan Facility Granted to Kamal Vasram [Oakbay Investments Account 4072149587] | Kamal Vasram <br> Bank of Baroda <br> Current Account (92020200000262) | Ronica Ragavan affidavit, RR7,p. <br> 1776. 02/262, p. p. <br> 1. Annexure N, p. 1. 02/262, p. 1 |
| 11/10/2012 | $\mathrm{R} 3.5 \mathrm{~m}$ | Kamal Vasram <br> Bank of Baroda <br> Current Account (920202000000262) | Estina Standard <br> Bank (310864860) | 02/262, p. 1 |
| 12/10/2012 | R2 359800 | Estina Standard <br> Bank (310864860) | Afgri Equipment (4074684905) | Need SB <br> statements before $2013$ |
| 12/10/2012 | R1 050000 | Estina Standard Bank (310864860) | Kamal Vasram <br> Bank of Baroda <br> Current Account <br> (92020200000262) | $02 / 262, \text { p. } 1$ |
| 15/10/2012 | $\mathrm{R} 2 \mathrm{~m}$ | Kamal Vasram Bank of Baroda Current Account (92020200000262) | Estina Bank of <br> Baroda FDR <br> Account (9020300000207) | $\begin{aligned} & 02 / 262 \text {, p. } 1 \text { and } \\ & 03 / 207, \text { p. } 1 \end{aligned}$ |
| 26/10/2012 | R500 000 | Oakbay Loan Facility Granted to Kamal Vasram [Oakbay Investments Account 4072149587] | Kamal Vasram <br> Bank of Baroda <br> Current Account <br> (92020200000262) | Ronica Ragavan affidavit, RR7,p. <br> 1776 and 02/262, p. <br> 1, Annexure N, p. 3 |
| 26/10/2012 | R350 000 | Kamal Vasram <br> Bank of Baroda <br> Current Account (920202000000262) | Sunbay Trading <br> Standard Bank (022494693) | 02/262, p. 1 |
| 30/10/2012 | R150 000 | Kamal Vasram Bank of Baroda | Estina Standard <br> Bank (310864860) | 02/262, p. 1 |


|  |  | $\begin{array}{\|l} \hline \text { Current Account } \\ (92020200000262) \end{array}$ |  |  |
| :---: | :---: | :---: | :---: | :---: |
| 06/11/2012 | R1.2m | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account <br> 4072149587] | Kamal Vasram <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. 1776, Annexure N, p. 3, Annexure Q, p. 1 |
| 06/11/2012 | R1.2m | Kamal Vasram <br> Standard Bank <br> Account <br> (50041959) | Estina Bank of Baroda Current Account (920202000000255) | 02/255, p. 1 |
| 08/11/2012 | R1.2m | Estina Bank of Baroda Current Account (92020200000255) | Cash Margin100 | $02 / 255, \text { p. } 1$ |
| 09/11/2012 | R200 000 | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account <br> 4072149587] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. 1776, Annexure Q, p. 1, Annexure N, p. 5 |
| 21/11/2012 | $\text { R500 } 000$ | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account <br> 4072149587] | Kamal Vasram <br> Bank of Baroda $02 / 262$ | Ronica Ragavan affidavit, RR7,p. 1776. 02/262, p. 1, Annexure N, p. 5 |
| 26/11/2012 | R1.2m | Cash Margin 100 | Estina Bank of Baroda Current Account (92020200000255) | 02/255, p. 1 |
| 26/11/2012 | R1.2m | Estina Bank of Baroda Current <br> Account (92020200000255) | Vrede Pretorius \& Bosman <br> FNB (62227332715) | 02/255, p. 1 |
| 19/12/2012 | R250 000 | Oakbay Loan | Estina Standard | Ronica Ragavan |


|  |  | Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account <br> 4072149587] | Bank (310864860) via Kamal Vasram Standard Bank Account (50041959) | affidavit, RR7,p. <br> 1776, Annexure N, <br> p. 6 and Annexure <br> Q, p. 3 |
| :---: | :---: | :---: | :---: | :---: |
| 10/01/2013 | R500 000 | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account <br> 4072149587] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. <br> 1776, Annexure Q, <br> p. 4, Annexure N, p. <br> 1 |
| 25/01/2013 | R150 000 | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account <br> 4072149587] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. 1776, Annexure Q, <br> p. 31, |
| 01/02/2013 | $\text { R200 } 000$ | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account <br> 4072149587] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. 1776, SB27, p. 2, <br> Annexure Q, p. 5, <br> Annexure N, p. 8 |
| 12/02/2013 | R950 000 | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account <br> 4072149587] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. <br> 1776 and SB27, p. <br> 3, Annexure Q, p. 6, <br> Annexure N, p. 9 |
| 13/02/2013 | R850 000 | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. <br> 1776 and SB27, p. <br> 3, Annexure Q, p. 6, <br> Annexure N, p. 9 |


|  |  | 4072149587] |  |  |
| :---: | :---: | :---: | :---: | :---: |
| 23/02/2013 | R230 000 | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account <br> 4072149587] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. <br> 1776 and SB28, <br> p.1, Annexure Q, p. <br> 32, Annexure N, p. <br> 9 |
| 05/03/2013 | R100 000 | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account <br> 4072149587] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. <br> 1776 and SB28, p. <br> 3, Annexure Q, p. <br> 33, Annexure N, p. <br> 10 |
| 08/03/2013 | R100 000 | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account <br> 4072149587] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. 1776 and SB28, p. <br> 3, Annexure Q, p. 7, <br> Annexure N, p. 10 |
| 13/03/2013 | $\text { R262 } 000$ | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account <br> 4072149587] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. <br> 1776 and SB28, p. <br> 4, Annexure Q, <br> p.34, Annexure N, <br> p. 10 |
| 18/03/2013 | R100 000 | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account <br> 4072149587] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. <br> 1776 and SB29, p. <br> 1, Annexure Q, p. 8, <br> Annexure N, 10 |
| 25/03/2013 | R150 000 | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram <br> Standard Bank | Ronica Ragavan affidavit, RR7,p. 1776 and SB29, p. <br> 1, Annexure Q, p. 9, |


|  |  | Investments Account 4072149587] | Account (50041959) | Annexure N, p. 11 |
| :---: | :---: | :---: | :---: | :---: |
| 18/04/2013 | R600 000 | Oakbay Loan Facility Granted to Kamal Vasram [Oakbay Investments Account 4072149587] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. <br> 1776 and SB30, p. <br> 1, Annexure Q, p. <br> 10, Annexure N, p. <br> 12 |
| 18/04/2013 | R34.95 | FS Dept of Agriculture | Estina (Pty) Ltd <br> Standard Bank <br> (310864860) | SB30, p. 1 |
| 19/04/2013 | R10m | Estina (Pty) Ltd <br> Standard Bank <br> (310864860) | Estina Baroda Current Account (9202020000255) | SB30, p. 1 |
| 19/04/2013 | R10m | Estina Baroda Current Account (9202020000255) | Estina Baroda Fixed Deposit Account (920203000000300) | $\begin{aligned} & 02 / 255, \text {, } .2 \text { and } \\ & 03 / 300, \text { p. } 1 \end{aligned}$ |
| 19/04/2013 | R5m | Kamal Vasram <br> Bank of Baroda <br> Loan Account (920206000000295) | Oakbay <br> Investments Ltd | 06/295, p. 1 and Ronica Ragavan affidavit, RR7,p. 1776 |
| 22/04/2013 | $\text { R50 } 000$ | Oakbay Loan Facility Granted to Kamal Vasram [Oakbay Investments Account 4072149587] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram's <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. 1776 and SB30, p. <br> 2, Annexure Q, p. <br> 10, Annexure N, p. <br> 12 |
| 22/04/2013 | R4.5m <br> Repayment of <br> Oakbay 'loan’ | Kamal Vasram R9.5m loan account at Baroda (920206000000295) | Oakbay Investments Ltd Absa Account (4072149587) | Provisional curators report in case 168/2018 attached as annexure SJS22 to affidavit of Schalkwyk Paragraph 8.8.2.1 and Ronica Ragavan affidavit, RR7,p. 1776, |


|  |  |  |  | 06/295, p. 1 and <br> Annexure N, p. 13 |
| :--- | :--- | :--- | :--- | :--- |
| $22 / 04 / 2013$ | R24.95m | Estina (Pty) Ltd <br> Standard Bank <br> $(310864860)$ | Estina Baroda <br> Current Account <br> $(9202020000255)$ | 02/255, p.2 and <br> SB30, p. 2 |
| 22/04/2013 | R25m | Estina Baroda <br> Current Account <br> (9202020000255) | Estina (Pty) Ltd <br> Bank of Baroda <br> FDR Account <br> (920203000000297) | 02/255, p. 2 and <br>  |
|  |  | Ra3/297, p. 1 |  |  |


|  |  | (92020600000306) |  |  |
| :---: | :---: | :---: | :---: | :---: |
| 08/07/2013 | R3m | Aerohaven Loan <br> Facility Granted to <br> Kamal Vasram <br> [Aerohaven ABSA <br> 4073485948] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram's <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit, RR7,p. <br> 1776 and SB32, p5, <br> Annexure Q, p. 12, <br> Annexure O, p. 1 |
| 08/07/2013 | R2.6m | Estina (Pty) Ltd Standard Bank (310864860) | Vargafield (Pty) <br> Limited Absa <br> Account | SB32, p. 5 |
| 19/07/2013 | $\text { R600 } 000$ | Oakbay Loan <br> Facility Granted to <br> Kamal Vasram <br> [Oakbay <br> Investments <br> Account <br> 4072149587] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram's <br> Standard Bank <br> Account (50041959) | SB33, p. 1 and Ronica Ragavan affidavit, RR7,p. 1776, Annexure Q, p. 11, Annexure N, p. 16 |
| 19/07/2013 | R600,000 | Estina (Pty) Ltd <br> Standard Bank <br> (310864860) | Vargafield (Pty) <br> Limited Absa <br> Account | SB33, p. 1 |
| 24/07/2013 | R150 000 | Aerohaven Loan <br> Facility Granted to <br> Kamal Vasram <br> [Aerohaven ABSA <br> 4073485948] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram's <br> Standard Bank <br> Account (50041959) | SB33, p. 1 and Ronica Ragavan affidavit, RR8,p. 1784, Annexure Q, <br> p. 35, Annexure O, p. 2 |
| 01/08/2013 | R1m | Aerohaven Loan <br> Facility Granted to <br> Kamal Vasram <br> [Aerohaven ABSA <br> 4073485948] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram's <br> Standard Bank <br> Account (50041959) | SB33, p. 4 and Ronica Ragavan affidavit, RR8,p. 1784, Annexure Q, <br> p. 13, Annexure O, p. 2 |
| 07/08/2013 | R557,241 (commingled with Tranche 3 for total of R19.78m) | Estina (Pty) Ltd <br> Standard Bank <br> (310864860) | Gateway Limited (UAE) Standard Chartered Dubai USD Account (02206949201) | SB33, p. 5 and <br> Annexure U, Unique <br> transaction <br> reference <br> 1308068305 TT2392 |
| 13/08/2013 | R300,000 | Aerohaven Loan Facility Granted to | Estina Standard Bank (310864860) | Ronica Ragavan affidavit, RR8,p. |


|  |  | Kamal Vasram <br> [Aerohaven ABSA <br> 4073485948] | via Kamal Vasram's <br> Standard Bank <br> Account (50041959) | 1784 and SB33, p. <br> 5nnexure Q, p. <br> 14, Annexure O, p. <br> 3 |
| :--- | :--- | :--- | :--- | :--- |
| 13/08/2013 | R300,000 (net) | Estina (Pty) Ltd <br> Standard Bank <br> $(310864860)$ | Vargafield (Pty) <br> Limited Absa <br> Account | SB33, p.5 |


| 10/09/2013 | R2m | Estina (Pty) Ltd <br> Standard Bank <br> (310864860) <br> (sourced from <br> Aerohaven Loan 8) | Vargafield (Pty) <br> Limited Absa <br> Account | SB34, p. 6 |
| :--- | :--- | :--- | :--- | :--- |
|  |  |  | Kamal Vasram <br> Bank of Baroda <br> Current Account <br> (92020200000262) | Kamal Vasram <br> Bank of Baroda <br> (92020600000306) |
| 20/09/2013 | R1m |  | Kamal Vasram <br> Bank of Baroda <br> Current Account <br> (92020200000262) | Kamal Vasram <br> Bank of Baroda <br> R1m Loan Account |
| (92020600000302) |  |  |  |  |$\quad$| 02/262, p. 2 and |
| :--- |
|  |


|  |  |  | (02206949201) | Annexure U, Unique transaction reference $1309238305 T T 4597$ |
| :---: | :---: | :---: | :---: | :---: |
| 23/09/2013 | $\begin{aligned} & \text { R29,550,000.00 } \\ & \text { / \$2,999,975 } \end{aligned}$ | Estina (Pty) Ltd <br> Standard Bank <br> (310864860) | Gateway Limited (UAE) Standard Chartered Dubai USD Account (02206949201) | SB35, p. 2 and <br> Bank summary xls <br> Glo Acc Gateway <br> Sheet, Row 220. <br> Annexure U, Unique <br> transaction <br> reference <br> $1309208305 T T 4552$ |
| 03/10/2013 | R15m | Estina (Pty) Ltd <br> Bank of Baroda <br> Fixed Deposit <br> Account (03/246) | Unknown Recipient, Bank of Baroda account $92022213201001$ | 03/246, p. 1 |
| 09/10/2013 | R1m | Estina Baroda Current Account (9202020000255) | Estina (Pty) Ltd <br> Standard Bank <br> (310864860) | $\begin{aligned} & \text { 02/255, p. } 2 \text { and } \\ & \text { SB35, p. } 6 \end{aligned}$ |
| 14/10/2013 | R15m | Unknown Holder, Bank of Baroda account 92022213201001 | Estina (Pty) Ltd <br> Bank of Baroda <br> Fixed Deposit <br> Account (03/246) | 03/246, p. 1 |
| 14/10/2013 | R10m | Estina Baroda FDR300 | Estina Baroda Current Account (9202020000255) | $\begin{aligned} & 03 / 300, \text { p. } 1 \text { and } \\ & 02 / 255, \text { p. } 3 \end{aligned}$ |
| 14/10/2013 | R25m | Estina Baroda FDR297 | Estina Baroda Current Account (9202020000255) | 03/297, p. 1 and 02/255, p. 3 |
| 14/10/2013 | R4,035,141.32 | Estina Baroda Current Account (9202020000255) | Kamal Vasram <br> Bank of Baroda <br> Loan Facility (920206000000297) | $\begin{aligned} & 02 / 255, \text { p. } 3 \text { and } \\ & 06 / 297, \text { p. } 1 \end{aligned}$ |
| 14/10/2013 | R9,577,673.94 | Estina Baroda Current Account $(9202020000255)$ | Kamal Vasram <br> Bank of Baroda <br> Loan Facility (920206000000295) | $\begin{aligned} & \hline 02 / 255, \text { p. } 3 \text { and } \\ & 06 / 295, \text { p. } 1 \end{aligned}$ |
| 14/10/2013 | R19,593,066.61 | Estina Baroda Current Account $(9202020000255)$ | Estina Baroda Loan Account <br> (920206000000300) | $\begin{aligned} & 02 / 255,3 \text { and } \\ & 06 / 300, \text { p. } 1 \end{aligned}$ |


| 14/10/2013 | R2m | Estina Baroda <br> Current Account <br> $(9202020000255)$ | Estina (Pty) Ltd <br> Standard Bank <br> $(310864860)$ | $02 / 255$, p. 3 and <br> SB35, p. 7 |
| :--- | :--- | :--- | :--- | :--- |
| $15 / 10 / 2013$ | R2m | Estina (Pty) Ltd <br> Standard Bank <br> $(310864860)$ | Vargafield (Pty) <br> Limited Absa <br> Account | SB35, p. 7 |

Transactions Related to Tranche 2

| Date | Amount | From | To | Source of Information |
| :---: | :---: | :---: | :---: | :---: |
| 26/04/2013 | R30m | FS Dept of Agriculture | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | SB30, p. 3 |
| 26/04/2013 | R30m [6 <br> payments of R5m] | Estina (Pty) Limited <br> Standard Bank (3100864860) | Estina (Pty) Limited <br> Bank of Baroda (9202020000255) | SB30, p. 3 and 02/255, p. 2 |
| 06/05/2013 | R30m | Estina (Pty) Limited <br> Bank of Baroda (9202020000255) | Estina (Pty) Limited <br> Bank of Baroda <br> Fixed Deposit <br> Account <br> (920203000000249) | 02/255, p. 1 and 03/249, p. 1 |
| 20/09/2013 | R30m | Estina (Pty) Limited <br> Bank of Baroda <br> Fixed Deposit <br> Account <br> (920203000000249) | Estina (Pty) Limited <br> Bank of Baroda <br> (9202020000255) | $\begin{aligned} & 02 / 249, \text { p. } 1 \text { and } \\ & 02 / 255, \text { p. } 2 \end{aligned}$ |
| 20/09/2013 | R30m | Estina (Pty) Limited <br> Bank of Baroda (9202020000255) | Estina (Pty) Limited <br> Standard Bank (3100864860) | $\begin{aligned} & \text { 02/255, p. } 2 \text { and } \\ & \text { SB35, p. } 2 \end{aligned}$ |
| 20/09/2013 | R5.8m | Kamal Vasram <br> Bank of Baroda <br> Current Account (02/262) | Estina (Pty) Ltd <br> Standard Bank <br> (310864860) | Provisional curators report in case 168/2018 attached as annexure SJS22 to affidavit of Schalkwyk Paragraph 8.8.2.4, SB35, p. 1 |
| 23/09/2013 | R758,342.47 [cumulative earned interest on the FDR 249] | Estina (Pty) Limited <br> Bank of Baroda <br> Fixed Deposit <br> Account <br> (92020300000249) | Estina (Pty) Limited <br> Bank of Baroda <br> (9202020000255) | 03/249, p. 1 and 02/255, p. 2 |
| 23/09/2013 | $\begin{aligned} & \text { R29.55m } \\ & (\$ 2.99 m) \end{aligned}$ | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | Gateway Limited <br> Standard Chartered <br> Dubai USD | SB35, p. 2, <br> Annexure U, Unique transaction |


|  |  |  | $\begin{aligned} & \text { Account } \\ & \text { (02206949201) } \end{aligned}$ | reference 1309208305 TT4552. <br> Annexure Tp. 2 |
| :---: | :---: | :---: | :---: | :---: |
| 23/09/2013 | \$3m | Gateway Limited <br> Standard Chartered <br> Dubai USD <br> Account <br> (02206949201) | Fidelity Enterprises <br> Limited Standard <br> Chartered Bank <br> Dubai USD Account (01923292301) | Bank summary xls All sheet Entry252 and Gateway Limited Standard Chartered Dubai USD Account (02206949201), p. 2 |
| 23/09/2013 | \$3,1m (of which \$100k from Tranche 0) | Fidelity Enterprises <br> Limited Standard <br> Chartered Bank <br> Dubai USD Account <br> (01923292301) | Oakbay Investments (Pty) <br> Limited Bank of Baroda Johannesburg (92020200000034) | Bank summary xls <br> All sheet <br> Entry253 and <br> Annexure V. Unique <br> transaction <br> reference <br> 201309250312_1 <br> and 02/034, p. 9 |
| 23/09/2013 | R3,473,664.32 <br> (\$348 800) | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | Gateway Limited <br> Standard Chartered <br> Dubai USD <br> Account <br> (02206949201) | SB35, p. 2 and Annexure U, Unique transaction reference 1309238305 TT4597. Bank Statements for Gateway Limited Standard Chartered Dubai USD Account (02206949201), p. 2 |
| 12/10/2013 | \$350,000 | Gateway Limited <br> Standard Chartered <br> Dubai USD <br> Account <br> (02206949201) | Global Corporation <br> Standard Chartered <br> Bank Dubai USD <br> Account | Bank summary xls All Sheet <br> Entry 277 and Bank <br> Annexure T, p. 2 |
| 12/10/2013 | $\begin{aligned} & \text { AED130,000 } \\ & (\$ 35403.05) \end{aligned}$ | Global Corporation Standard Chartered Bank Dubai USD Account (01202116701) | Global Corporation <br> Standard Chartered <br> Bank Dubai AED <br> Account <br> (01202116701) | Bank summary xls <br> All Sheet <br> Entry 279 |
| 12/10/2013 | AED150 000 | Global Corporation <br> Standard Chartered | Cash withdrawal | Bank summary xls All Sheet |


|  |  | Bank Dubai AED Account (6202119544) |  | 280 |
| :---: | :---: | :---: | :---: | :---: |
| 13/10/2013 | $\begin{aligned} & \text { AED125 } 000 \\ & (\$ 54466.20) \end{aligned}$ | Global Corporation Standard Chartered <br> Bank Dubai USD <br> Account <br> (01202116701) | Third Eye <br> Enterprises | Bank summary xls All Sheet |
| 19/10/2013 | AED70 000 | Cash (from AED 150k withdrawal on 12/10/2013) | Global Corporation National Bank of Abu Dhabi AED Account (6202119544) | Bank summary xls All Sheet Entry 283 |
| 19/10/2013 | AED73,222 | Global Corporation National Bank of Abu Dhabi AED Account (6202119544) | Revelin Global PTY LTD Australia | Bank summary xls All Sheet $284$ |
| 20/10/2013 | \$108,932.40 | Global Corporation <br> Standard Chartered <br> Bank Dubai USD <br> Account | Unknown | Bank summary xls <br> All Sheet <br> Entry 288 |
| 22/10/2013 | $\$ 65270.39$ | Global Corporation Standard Chartered <br> Bank Dubai USD <br> Account <br> (01202116701) | Idea for Life General Trading | Bank summary xls <br> All Sheet <br> Entry 290 |
| 13/11/2013 | \$95000 | Global Corporation <br> Standard Chartered <br> Bank Dubai USD <br> Account <br> (01202116701) | Global Corporation National Bank of Abu Dhabi AED Account (6202119544) | Bank summary xls All Sheet Entry 304 |

Transactions Related to Tranche 3

| Date | Amount | From | To | Source of <br> Information |
| :--- | :--- | :--- | :--- | :--- |
| 03/05/2013 | R19,050,000 | FS Dept of <br> Agriculture | Estina (Pty) Limited <br> Standard Bank <br> $(3100864860)$ | SB30, p. 5 |
| 08/05/2013 | R19m | Estina (Pty) <br> Limited Standard <br> Bank <br> (3100864860) | Stanlib Money <br> Market Fund | SB3, p.5 |


|  |  | Corporation LLC Standard Chartered Dubai USD Account (01202116701) | Investments <br> Standard Chartered <br> Bank Dubai <br> (01204077701) | Sheet <br> Consol <br> Entries 178 and 179 |
| :---: | :---: | :---: | :---: | :---: |
| 12/08/2013 | \$890,000 | Global <br> Corporation LLC <br> Standard <br> Chartered Dubai <br> USD Account <br> (01202116701) | Accurate Investments <br> Standard Chartered <br> Bank Dubai <br> (01204077701) | Bank summary XLS <br> Sheet <br> Consol <br> Entries 180-181 |
| 12/08/2013 | $\$ 400,000$ | Gateway Limited <br> Standard <br> Chartered Dubai <br> USD Account <br> (02206949201) | Accurate Investments Standard Chartered Bank Dubai (01204077701) | Bank summary XLS <br> Sheet <br> Consol <br> Entries 176-177, <br> Annexure $U$ and <br> Annexure T, p. 2 |
| 12/08/2013 | \$1,986,000 | Accurate Investments Standard Chartered Bank Dubai (01204077701) | Linkway Trading (Pty) Limited State Bank of India Johannesburg (32620055720101) | Annexure, W, <br> Unique transaction reference 32613TP000379, <br> Annexure R |

Transactions Related to Tranche 4

| Date | Amount | From | To | Source of <br> Information |
| :--- | :--- | :--- | :--- | :--- |
| 22/10/2013 | R2m | Aerohaven Loan <br> Facility Granted to <br> Kamal Vasram <br> [Aerohaven ABSA <br> 4073485948] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram's <br> Standard Bank <br> Account (50041959) | Ronica Ragavan <br> affidavit RR8, p. <br> 1784 and SB36, p. <br> 1, and Annexure Q, <br> 18, Annexure O, 8 |
| 22/10/2013 | R1.7m | Estina Standard <br> Bank (310864860) | Vargafield PTY Ltd <br> ABSA Account | SB36, p. 1 |
| 23/10/2013 | R1m | Aerohaven Loan <br> Facility Granted to <br> Kamal Vasram | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram's | Ronica Ragavan <br> affidavit RR8, p. <br> 1784 and SB36, p. |


|  |  | [Aerohaven ABSA 4073485948] | Standard Bank <br> Account (50041959) | 1, Annexure Q, p. 19, Annexure O, p. 9 |
| :---: | :---: | :---: | :---: | :---: |
| 23/10/2013 | R1m | Estina Standard <br> Bank (310864860) | Vargafield PTY Ltd | SB36, p. 1 |
| 28/10/2013 | R1.5m | Aerohaven Loan <br> Facility Granted to <br> Kamal Vasram <br> [Aerohaven ABSA <br> 4073485948] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram's <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit RR8, p. <br> 1784 and SB36, p. <br> 2, Annexure Q, p. <br> 20, Annexure O, 9 |
| 28/10/2013 | R1.5m | Estina Standard <br> Bank (310864860) | Vargafield PTY Ltd ABSA Account | SB36, p. 2 |
| 07/11/2013 | $\text { R200 } 000$ | Aerohaven Loan Facility Granted to Kamal Vasram [Aerohaven ABSA 4073485948] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram's <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit RR8, p. <br> 1784 and SB36, p. <br> 6, Annexure Q, p. <br> 21, Annexure O, p. <br> 10 |
| 15/11/2013 | $\mathrm{R} 5.5 \mathrm{~m}$ | Aerohaven Loan Facility Granted to Kamal Vasram [Aerohaven ABSA 4073485948] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram's <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit RR8, p. 1784 and SB36, p. <br> 6, Annexure Q, p. <br> 22, Annexure O, p. $11$ |
| 16/11/2013 | R4.9m | Estina Standard <br> Bank (310864860) | Vargafield PTY Ltd | $\text { SB36, p. } 6$ |
| 02/12/2013 | R1m | Aerohaven Loan <br> Facility Granted to <br> Kamal Vasram <br> [Aerohaven ABSA <br> 4073485948] | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram's <br> Standard Bank <br> Account (50041959) | Ronica Ragavan affidavit RR8, p. <br> 1784 and SB37, p. <br> 4, Annexure Q, p. <br> 23, Annexure O, p. <br> 12 |
| 03/12/2013 | R175 000 | Estina Standard <br> Bank (310864860) | Vargafield PTY Ltd ABSA Account | SB37, p. 6 |
| 20/12/2013 | R29,950,000 | FS Dept of Agriculture | Estina (Pty) Limited <br> Standard Bank (3100864860) | SB38, p. 2 |
| 20/12/2013 | R2.5m | Aerohaven Loan <br> Facility Granted to <br> Kamal Vasram | Estina Standard <br> Bank (310864860) <br> via Kamal Vasram's | SB38, p. 2 and Ronica Ragavan affidavit RR8, p. |


|  |  | [Aerohaven ABSA 4073485948] | Standard Bank <br> Account (50041959) | 1784, Annexure Q, <br> p. 24, Annexure O. <br> p. 14 |
| :---: | :---: | :---: | :---: | :---: |
| 20/12/2013 | R2.5m | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | Vargafield (Pty) Ltd Account and Bank not specified | SB38, p. 2 |
| 20/12/2013 | R10m <br> (two payments of R5m) | Estina (Pty) Limited <br> Standard Bank (3100864860) | Estina Baroda Current Account (9202020000255) | SB38, p.2, 02/255, <br> p. 3 |
| 21/12/2013 | R15m | Estina (Pty) Limited <br> Standard Bank (3100864860) | Estina Baroda Current Account (9202020000255) | $\begin{aligned} & \text { SB38, p. 4, 02/255, } \\ & \text { p. } 3 \end{aligned}$ |
| 30/12/2013 | R25m | Estina Baroda Current Account $(9202020000255)$ | Estina Bank of Baroda SA Fixed Deposit Account (920203000000314) | 02/255, p. 3 and 03/314, p. 1 |
| 30/12/2013 | R14m | Kamal Vasram <br> Loan Account at <br> Baroda <br> (92020600000359) | Estina (Pty) Limited <br> Standard Bank (3100864860) | 06/359, p. 1 and $\text { SB38, p. } 4$ |
| 30/12/2013 | R13.7m | Estina (Pty) Limited <br> Standard Bank (3100864860) | Kamal Vasram <br> Standard Bank <br> Account (50041959) | SB38, p. 4 and Ronica Ragavan affidavit RR8, p. 1784, Annexure Q, p. 25 |
| 06/01/2014 | R4m | Estina (Pty) Limited <br> Standard Bank (3100864860) | Kamal Vasram <br> Standard Bank <br> Account (50041959) | $\text { SB38, p. } 5$ |
| 14/01/2014 | R25,062,328.77 <br> [Two transfers of R25m and R62,328.77, the latter interest from Fixed Deposit] | Estina Bank of Baroda SA Fixed Deposit Account (920203000000314) | Estina Baroda Current Account (9202020000255) | 03/314, p. 1 and 02/255, p. 3 |
| 14/01/2014 | R11m | Estina Baroda Current Account (9202020000255) | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | 02/255, p. 3 and SB38, p. 7 |
| 14/01/2014 | R14,038,937 | Estina Baroda Current Account | Bank of Baroda SA Loan Account, | 02/255, p. 3 and 06/359, p. 1 |


|  |  | (9202020000255) | Account Number <br> Unknown <br> $(9202060000359)$ |  |
| :--- | :--- | :--- | :--- | :--- |
| $16 / 01 / 2014$ | R2m | Estina (Pty) Limited <br> Standard Bank <br> $(3100864860)$ | Vargafield PTY Ltd <br> ABSA Bank | SB38, p. 7 |
| $21 / 01 / 2014$ | R1.5m | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | Vargafield PTY Ltd <br> ABSA Bank | SB39, p. 1 |

## Transactions Related to Tranche 5

| Date | Amount | From | To | Source of Information |
| :---: | :---: | :---: | :---: | :---: |
| 21/05/2014 | R6m | Westdawn Standard Bank Account (12316067) | Westdawn Investments Bank of Baroda Current Account (92020200000188) | 02/188, p. 4 |
| 22/05/2014 | R5.5m | Westdawn Investments Bank of Baroda Current Account (92020200000188) | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | 02/188, p. 4 and SB43, p. 3 |
| 22/05/2014 | R3.5m | Estina (Pty) Limited <br> Standard Bank (3100864860) | Kamal Vasram <br> Personal Account <br> Standard Bank (50041959) | SB43, p. 3, <br> Annexure Q, p. $28$ |
| 22/05/2014 | R3 294855 | Kamal Vasram <br> Personal Account <br> Standard Bank (50041959) | Aerohaven ABSA Account (4073485948) | Annexure Q, p. <br> 28, Annexure $\text { O, p. } 16$ |
| 22/05/2014 | R1.5m | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | Vargafield Pty Ltd | $\text { SB43, p. } 3$ |
| 11/06/2014 | R5.5m | Estina Bank of <br> Baroda Loan <br> Account <br> (92020600000367) | Westdawn Investments Bank of Baroda Current Account (920202000000188) | $\begin{aligned} & \text { 06/367, p. } 1 \\ & \text { and 02/188, p. } \\ & 4 \end{aligned}$ |
| 11/06/2014 | R6m | Westdawn Investments Bank of Baroda Current Account (92020200000188) | Westdawn Investments Bank <br> of Baroda FDR (92020300000340) | $\begin{aligned} & \hline 02 / 188, \text { p. } 4 \\ & \text { and 03/340, p. } \\ & 1 \end{aligned}$ |
| 17/06/2014 | R3.2m | Aerohaven ABSA <br> Account <br> (4073485948) | Aerohaven Bank of Baroda Current Account (92020200000211) | $\begin{aligned} & \text { 02/211, p. 6, } \\ & \text { Annexure O, p } \\ & 18 \end{aligned}$ |


|  |  | Aerohaven Bank of Baroda Current Account (92020200000211) | Aerohaven Bank of Baroda Fixed Deposit Account (92020300000343) | $\begin{aligned} & \text { 02/211, p. } 6 \\ & \text { and 03/343, p. } \\ & 1 \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: |
| 18/06/2014 | R3m | Kamal Vasram <br> Bank of Baroda <br> Loan Account (920206000000368) | Kamal Vasram <br> Personal Account <br> Standard Bank <br> (50041959) | $\begin{aligned} & \hline 06 / 368, \text { p. 1, } \\ & \text { Annexure Q, p. } \\ & 29 \end{aligned}$ |
| 19/06/2014 | R3m | Kamal Vasram <br> Personal Account <br> Standard Bank <br> (50041959) | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | SB44, p. 2, <br> Annexure Q, p. $29$ |
| 20/06/2014 | $\text { R570 } 000$ | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | Vargafield Pty Ltd | SB44, p. 2 |
| 30/06/2014 | R6,720,657.79 | INTERBANK CREDIT TRANSFER BININK BTW4650 2571670380375206 | Estina (Pty) Limited <br> Standard Bank (3100864860) | SB44, p. 4 |
| 01/07/2014 | R350 000 | Estina (Pty) Limited <br> Standard Bank (3100864860) | Vargafield Pty Ltd | SB44, p. 5 |
| 15/07/2014 | R3m | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | Vargafield Pty Ltd | $\text { SB44, p. } 9$ |
| 25/07/2014 | R30m | FS Govt | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | SB45, p. 2 |
| 30/07/2014 | R3.3m | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | Vargafield (Pty) Limited ABSA | SB45, p. 4 |
| 30/07/2014 | R3m | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | Kamal Vasram <br> Standard Bank <br> Account (50041959) | SB45, p. 3, <br> Annexure Q, p. $30$ |
| 30/07/2014 | R5.5m | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | Estina Baroda Current Account (9202020000255) | SB45, p. 4 |
| 31/07/2014 | R6m | Westdawn Investments Bank | Westdawn Investments Bank | $\begin{aligned} & \hline 03 / 340, \text { p. } 1 \\ & \text { and 02/188, p. } \end{aligned}$ |


|  |  | of Baroda FDR <br> $(92020300000340)$ | of Baroda Current <br> Account <br> $(92020200000188)$ | 5 |
| :--- | :--- | :--- | :--- | :--- |
| 31/07/2014 | R6m | Westdawn <br> Investments Bank <br> of Baroda Current <br> Account <br> (92020200000188) | Westdawn <br> Investments <br> Standard Bank <br> Account (12316067) | Annexure CC, <br> p-4 and |
| 31/07/2014 | R3m p. 5 |  |  |  |


| 19/08/2014 <br> (date of credit) |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| 19/08/2014 <br> (date of payment) <br> 20/08/2014 <br> (date of credit) | R7m | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | Estina Baroda Current Account (9202020000255) | SB46, p. 1 |
| 21/08/2014 | R15m | Estina Baroda Current Account (9202020000255) | Bank of Baroda <br> Fixed Deposit <br> Receipt Account <br> 92020300000350 <br> via Kamal Vasram <br> Personal Account | $02 / 255, \text { p. } 4$ <br> and 03/350, p. 1 |
| 26/08/2014 | R820 000 | Estina (Pty) Limited <br> Standard Bank (3100864860) | Vargafield PTY | SB46, p. 4 |
| 21/11/2014 | R3,890,752.40 | Estina (Pty) Limited <br> Standard Bank <br> (3100864860) | Estina FNB Account (620573907) | $\begin{aligned} & \text { SB49, p. } 1 \\ & \text { FNB2 } \end{aligned}$ |
| 24/11/2014 | R249,534.25 | Bank of Baroda <br> Fixed Deposit <br> Receipt Account <br> 92020300000350 | Estina Baroda Current Account (9202020000255) | $\begin{aligned} & \text { 03/350, p. } 1 \\ & \text { and 02/255, p. } \end{aligned}$ $4$ |
| 28/11/2014 | R15m | Bank of Baroda Fixed Deposit Receipt Account 92020300000350 | Estina Baroda Current Account (9202020000255) | $\begin{aligned} & 03 / 350, \text { p. } 1 \\ & \text { and 02/255, p. } \\ & 4 \end{aligned}$ |
| 28/11/2014 | R15m | Estina Baroda Current Account (9202020000255) | Bank of Baroda <br> Fixed Deposit <br> Receipt Account <br> (920203000000389) | $\begin{aligned} & 02 / 255, \text { p. } 1 \\ & \text { and } 03 / 389, \text { p. } \\ & 1 \end{aligned}$ |
| 04/12/2014 | R1.25m | Estina FNB Account (620573907) | Vargafield Pty Ltd | FNB4 |
| 13/02/2015 | R850 000 | Estina FNB Account (620573907) | Vargafield Pty Ltd | FNB8 |
| 27/02/2015 | R700 000 | Estina FNB Account (620573907) | Vargafield Pty Ltd | FNB8 |


| 12/03/2015 | R663 479.85 | Estina FNB Account (620573907) | Vargafield Pty Ltd | FN10 |
| :---: | :---: | :---: | :---: | :---: |
| 13/05/2015 | R836 479 | Estina FNB Account (620573907) | Vargafield Pty Ltd | FNB14 |
| 03/06/2015 | R489,493.15 <br> (interest on FDR) | Bank of Baroda <br> Fixed Deposit <br> Receipt Account <br> (92020300000389) | Estina Baroda Current Account (9202020000255) | $\begin{aligned} & 03 / 389, \text { p. } 1 \\ & \text { and 02/255, p. } \\ & 4 \end{aligned}$ |
| 12/06/2015 | R15m | Bank of Baroda <br> Fixed Deposit <br> Receipt Account (920203000000389) | Estina Baroda Current Account (9202020000255) | $\begin{aligned} & 03 / 389, \text { p. } 1 \\ & \text { and 02/255, p. } \\ & 4 \end{aligned}$ |
| 12/06/2015 | R15m | Estina Baroda Current Account $(9202020000255)$ | Bank of Baroda Fixed Deposit Receipt Account (92020300000507) | $\begin{aligned} & 02 / 255, \text { p. } 4 \\ & \text { and } 03 / 507, \text { p. } \\ & 1 \end{aligned}$ |
| 05/08/2015 | R15m | Bank of Baroda <br> Fixed Deposit <br> Receipt Account (920203000000507) | Estina Baroda Current Account (9202020000255) | $\begin{aligned} & 03 / 507, \text { p. } 1 \\ & \text { and } 02 / 255, \text { p. } \\ & 4 \end{aligned}$ |
| 05/08/2015 | R184,315.02 | Bank of Baroda <br> Fixed Deposit <br> Receipt Account (920202300000507) | Estina Baroda <br> Current Account (9202020000255) | $\begin{aligned} & 03 / 507, \text { p. } 1 \\ & \text { and 02/255, p. } \\ & 4 \end{aligned}$ |
| 05/08/2015 | R15,790,500 [proceeds of closure of FDR ending 507 plus interest] This money, as shown in later tranches, ultimate is paid to Gateway Limited. | Estina Baroda Current Account (9202020000255) | Estina FNB <br> Business Account (620573906) | $\begin{aligned} & \text { FNB20 and } \\ & 02 / 255, \text { p. } 4 \end{aligned}$ |

"H" p 32

Transactions Related to Tranche 6

| Date | Amount | From | To | Source of Information |
| :---: | :---: | :---: | :---: | :---: |
| 8/05/2015 | R60m | Free State Government | Estina FNB Business Account (620573906) | FNB14 |
| 13/05/2015 | R836 479.10 | Estina FNB <br> Business <br> Account <br> (620573906) | Vargafield ABSA | FNB14 |
| 13/05/2015 | R59.75m | Estina FNB <br> Business <br> Account <br> (620573906) | Estina FNB Investment Account (62536643316) | FNB14 |
| 28/05/2015 | R28.7m | FNB Money <br> Market (62359070748) | Estina FNB Business Account (620573906) | FNB14 |
| 29/05/2015 | R27,089,901.76 | Estina FNB <br> Business <br> Account <br> (620573906) | Payment to SARS for VAT Ref: $4650257167 \text { vc2015062 }$ | FNB14 |
| 29/05/2015 | R1m | Estina FNB <br> Business <br> Account <br> (620573906) | FNB Money Market (62359070748) | FNB14 |
| 01/06/2015 | R600 000 | Estina FNB <br> Business <br> Account (620573906) | FNB Money Market (62359070748) | FNB16 |
| 15/07/2015 | R1m | FNB Money Market (62359070748) | Estina FNB Business <br> Account (620573906) | FNB18 |
| 16/07/2015 | R1,297,733.97 | Estina FNB <br> Business <br> Account <br> (620573906) | Payment to SARS for <br> VAT <br> Ref: <br> 4650257167vc2015062 | FNB18 |
| 16/07/2015 | R200 000 | FNB Money <br> Market (62359070748) | Estina FNB Business Account (620573906) | FNB18 |


| $23 / 07 / 2015$ | R1m | FNB Money <br> Market <br> $(62359070748)$ | Estina FNB Business <br> Account (620573906) | FNB18 |
| :--- | :--- | :--- | :--- | :--- |
| $24 / 07 / 2015$ | R1m | FNB Money <br> Market <br> $(62359070748)$ | Estina FNB Business <br> Account (620573906) | FNB18 |
| $27 / 07 / 2015$ | R29,792,389.19 | FNB Money <br> Market <br> $(62359070748)$ | Estina FNB Business | Account (620573906) |

## Transactions Related to Tranche 7

| Date | Amount | From | To | Source of Information |
| :---: | :---: | :---: | :---: | :---: |
| 05/05/2016 | R46 252652 | Free State Department of Agriculture | Estina FNB Business Account (620573906) | FNB38 |
| 09/05/2016 | R4 577280 | Estina FNB <br> Business <br> Account <br> (620573906) | Gateway Limited (no bank details given) | FNB38 |
| 11/05/2016 | R5.5m | Estina FNB <br> Business <br> Account <br> (620573906) | Estina FNB Call <br> Account (62611308554) | FNB38 |
| 11/05/2016 | $\text { R4 } 575000$ | Estina FNB <br> Business <br> Account <br> (620573906) | Gateway Limited Bank <br> of Baroda USD <br> Account | FNB38 and <br> Annexure U, Unique <br> transaction <br> reference <br> RFOD3G20160511 <br> R016EF44G001001 <br> and Annexure S, p. 3 |
| 17/05/2016 | $\text { R29 } 678000$ | Estina FNB <br> Business <br> Account <br> (620573906) | Gateway Limited Bank of Baroda USD Account | FNB38 and <br> Annexure U, Unique <br> transaction <br> reference <br> RFOD3G20160517 <br> R016ER43W001001 <br> and Annexure S, p. 3 |
| 18/05/2016 | R1906800 | Estina FNB <br> Business <br> Account <br> (620573906) | Gateway Limited Bank of Baroda USD Account | FNB38 and Reserve <br> Bank Inward and <br> Annexure U, Unique <br> transaction <br> reference <br> RFOD3G20160518 <br> R016ES2S4001001 |
| 28/07/2016 | R1m | Estina FNB Call Account (62611308554) | Estina FNB Business Account (620573906) | FNBCall docs3 and FNB42 |


| 28/07/2016 | R4,384,413.26 | Estina FNB Call <br> Account <br> $(62611308554)$ | SARS with reference <br> $4650257167 v c 2016064$ | FNBCall <br> Docs3 |
| :--- | :--- | :--- | :--- | :--- |
| 28/07/2016 | R1m | Estina FNB <br> Business <br> Account <br> $(620573906)$ | SARS with reference <br> $4650257167 v c 2016064$ | FNB42 |
|  |  | Estina FNB Call <br> Account <br> $(62611308554 / 0$ | Estina FNB Business | FNBCall docs3 and |
| 16/09/2016 | R180,406.38 |  | FNB46 |  |

## "Ledg 1.1" p 1



| MOHD AZEEM GEN TRD LLC |  | (1,500,000.00) | - |  |
| :---: | :---: | :---: | :---: | :---: |
| MOHD AZEEM GEN TRD LLC 445000 |  | $(445,055.00)$ | - | - |
| MOHD AZEEM GEN TRD LLC AED 1425000 |  | - | $(388,548.06)$ | (1,429,856.86) |
| MRS PITPIBUL PURIPANYA |  | $(72,607.88)$ |  | - |
| MS HEATHER ACCOUNT |  | $(14,744.00)$ |  |  |
| NEW COMPANY FORMATION RELIABLE |  | (12,500.00) |  |  |
| OAKBAY INVESTMENT |  |  | $(4,000,000.00)$ | 14,720,000.00) |
| Public Officer (1500 OZAR) |  |  | $(1,747.56)$ | $(6,431.02)$ |
| RAVI KAUL KENYA |  | - | 89,142.07 | 328,042.82 |
| RELIABLE ACCOUNT MB USD |  |  | (7,000.00) | $(25,760.00)$ |
| Renewal of Accurate aed 7000 |  |  | $(1,906.32)$ | (7,015.26) |
| RENT |  | $(145,000.00)$ |  |  |
| REVELIN GLOBAL PTY LTD AUSTRALIA |  | $(73,722.00)$ |  |  |
| SAHARA |  | - | $(96,618.14)$ | $(355,554.76)$ |
| SALARY | - | $(44,000.00)$ |  |  |
| SALARY SANJAY GROVER JI AED17000 | - | $(17,000.00)$ |  |  |
| SALARY SANJAY GROVER JI AED7000 |  | - | (1,906.32) | $(7,015.26)$ |
| SANJAY GROVER |  | $(75,986.61)$ | - |  |
| SANJAY GROVER CASH |  | $(30,803.66)$ | - |  |
| SANJAY GROVER CHEQUE 418776 |  | 70,000.00 | - |  |
| SANJAY GROVER SALARY ACCOUNT |  | (51,000.00) | - |  |
| SES TECHNOLOGIES LTD |  | - - | (1,138,354.35) | $(4,189,144.01)$ |
| SHIVANI GUPTA |  | (2,948,025.00) | $(400,000.00)$ | (1,472,000.00) |
| SHIVANI GUPTA-ACHLA GUPTA |  | $(737,220.00)$ | - |  |
| STAR ENGINEERING FOR MILK PLANT |  | - | $(165,609.75)$ | $(609,443.88)$ |
| THIRD EYE ENTERPRISES |  | 125,000.00 | $(54,466.20)$ | $(200,435.62)$ |
| UNIVERSAL LINK TRANSPORTER MILK PLAN |  | $(60,100.00)$ |  |  |
| UNLIMITED ELECTRONIC COMPUTER |  | - | 2,517,431.00 | 9,264,146.08 |
| Vargafield Gate Way Shares 120 Zar |  | - | (13.98) | (51.45) |
| Vargafield Gate Way Shares 130 Zar |  | - | (15.03) | (55.31) |
| WIZ CRAFT |  | (842,632.00) | $(60,000.00)$ | $(220,800.00)$ |
| WIZ CRAFT USD 100000 |  | (367,350.00) | - | - |
| Grand Total |  | $(6,200,279.06)$ | 3,473,011.74 | 12,756,769.68 |

$\begin{array}{rrrr}65.60 & 228,658.54 & 3.6735 & 839,977.13 \\ 65.60 & 266,768.29 & 3.6735 & 979,973.32 \\ 65.25 & 262,068.97 & 3.6735 & 962,710.34 \\ & & & 2,782,660.80 \\ 65.15 & 153,491.94 & 3.6725 & 563,699.16\end{array}$

$$
\begin{array}{ll}
15,000,000.00 & 20 / 12 \\
17,50,000.00 & 20 / 12 \\
17,100,000.00 & 19 / 12 \\
10,000,000.00 & 29 / 12
\end{array}
$$

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| 21－Mar－13 | via JJT | $183,500.00$ |
| ---: | :--- | ---: |
| 13－Apr－13 | via JJT VIKAS | $334,245.00$ |
| 4－May－13 | marhaba | $30,000.00$ |
| 4－May－13 | 5 chains | $41,518.00$ |
| 23－Jul－13 | J J T | $183,560.00$ |
| 14－Aug－13 | mallik ex | $188,712.00$ |
| 29－Aug－13 | mallik ex | $16,500.00$ |
| 29－Aug－13 | family visit | $1,837,500.00$ |
| 7－Sep－13 | nahdi ex | $32,702.00$ |
| 12－Sep－13 | bab rg | $367,245.00$ |
| 24－Sep－13 | nahdi ex | $367,255.00$ |
| 25－Sep－13 | nahdi ex | $368,750.00$ |
| 7－Oct－13 | vikas dli | $367,200.00$ |
| 19－Oct－13 | nahdi ex | $12,190.00$ |
| 31－Oct－13 | larmani visas majlis | $367,250.00$ |
| 3－Nov－13 | nahdi ex | $25,454.21$ |
| 26－Nov－13 | oberai gurgaon | $32,238.67$ |
| 3－Dec－13 | browns | $24,144.35$ |
| 3－Dec－13 | browns | $93,451.69$ |
| 3－Dec－13 | browns | $112,142.02$ |
| 3－Dec－13 | browns | $112,515.83$ |
| 3－Dec－13 | browns | $10,000.00$ |
| 15－Dec－13 | mr tony | $107,970.00$ |
| 16－Dec－13 | nahdi ex | $4,596.71$ |
| 16－Dec－13 | radisson dli |  |



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"Ledg 1.2" p 1


"Ledg 1.2" p 3

"Ledg 1.2" p 4

"Ledg 1.2" p 5


"Ledg 1.2" p 6



## 



## "Ledg 1.2" p 8


"Ledg 1.2" p 9


"Ledg 1.2" p 10

"Ledg 1.2" p 11

"Ledg 1.2" p 12


## "Ledg 1.2" p 13


"Ledg 1.2" p 14




## "Ledg 1.2" p 16



## "Ledg 1.2" p 17



## "Ledg 1.2" p 18


"Ledg 1.2" p 19


## "Ledg 1.2" p 20







## "Ledg 1.2" p 22



## "Ledg 1.2" p 23



"Ledg 1.2" p 25


## "Ledg 1a" p 1

| From: | Suresh Tuteja [sktuteja@gmail.com](mailto:sktuteja@gmail.com) |
| :--- | :--- |
| Sent: | 30 April 2014 07:01 |
| To: | Tony Gupta |
| Subject: | Fwd: Visit Observations |
| Attachments: | BANK SUMMARY 2014.xlsx |

Respected Sir

Please find below the mail sent to Ashu ji for 2014.

With regards
Suresh Tuteja
---------- Forwarded message
From: Suresh Tuteja [sktuteja@gmail.com](mailto:sktuteja@gmail.com)
Date: Mon, Apr 28, 2014 at 5:55 PM
Subject: Re: Visit Observations
To: ashuc111@gmail.com

Dear Sir

In continuation to my previous mail, I m sending my observations for Mar and April 2014 period

1. Charges for formation of three new companies @ 11 k Each

2 One I phone 2465
3. Advertisement as per directions of Mr Ashok 2940
4. Given to B Boss AED 20000 in Saharanpur

The other details are in the summary sheet of attached file.

Request you to please reconcile the figures of receipt and payments as per this file and also for the previous file as the other data/information is with you.

With regards
Suresh Tuteja

On Fri, Apr 25, 2014 at 4:34 PM, Suresh Tuteja < sktuteja@gmail.com> wrote:
Dear Sir

Please find attached herewith a file containing details of accounts for the period 1-3-2013 to 28-02-2014. Please see two sheets i.e. Summary and Cash. In summary sheet I have highlighted some txn which needs to be cross verified at your end.

The other observations are

1 One month Leave Salary of Driver AED 2700 is paid through company
2. Expenses Includes AED 10000 to Mr Sanjay parents and 3000 for BG for Son's Visa

## "Ledg 1a" p 2

3.Audit Fees of AED 21000 (AED 3000 per year per company, Got Audit done for 3 companies of 2013 and 4 for previous years)
4. Out of Salary of 264 K , cheque 124 K and cash 140 K
5. Exchange Difference for Banking transactions in year 2013-14 is AED 92K
6. Exchange rates for cash txn are mentioned against each txn.
7. There is SCB Met Life of USD 1000 in Mr Sanjay's name which are booked in expenses from Dec 2013 onward.
8. There is difference of more than 2 k AED in opening cash balance as on 1-3-2013 (as per balance sheet and Mr Sanjay Fincon data) Will verifiy when prepare a summary for 12-13.

I will check all major expenses with the bills.
With regards
Suresh Tuteja

| From: | Ashu Chawla [ashuc111@gmail.com](mailto:ashuc111@gmail.com) |
| :--- | :--- |
| Sent: | 29 April 2014 07:27 |
| To: | Ashu; Rana Kumar |
| Subject: | Fwd: Visit Observations |
| Attachments: | BANK SUMMARY AMENDED.xlsx |



Please find attached herewith a file containing details of accounts for the period 1-3-2013 to 28-02-2014. Please see two sheets i.e. Summary and Cash. In summary sheet I have highlighted some txn which needs to be cross verified at your end.

The other observations are

1 One month Leave Salary of Driver AED 2700 is paid through company
2. Expenses Includes AED 10000 to Mr Sanjay parents and 3000 for BG for Son's Visa
3.Audit Fees of AED 21000 (AED 3000 per year per company, Got Audit done for 3 companies of 2013 and 4 for previous years)
4. Out of Salary of 264 K , cheque 124 K and cash 140 K
5. Exchange Difference for Banking transactions in year 2013-14 is AED 92K
6. Exchange rates for cash txn are mentioned against each txn.
7. There is SCB Met Life of USD 1000 in Mr Sanjay's name which are booked in expenses from Dec 2013 onward.
8. There is difference of more than 2 k AED in opening cash balance as on 1-3-2013 ( as per balance sheet and Mr Sanjay Fincon data) Will verifiy when prepare a summary for 12-13.

I will check all major expenses with the bills.
With regards

Suresh Tuteja




| $150,000.00$ | MRS SHIVANI | 3-Dec-13 | GCL NBAD AED |  |
| ---: | :--- | ---: | :--- | :--- |
| $5,058.82$ | browns | 3-Dec-13 | GCL SCB AED |  |
| $5,058.82$ | browns | 3-Dec-13 | GATE SCB AED |  |
| $6,760.05$ | browns | 3-Dec-13 | card adcb |  |
| $2,560.96$ | browns | 3-Dec-13 | card rak |  |
| $30,473.37$ | browns | browns | 3-Dec-13 | card scb |
| $30,574.95$ | browns | 3-Dec-13 | card scb |  |
| $400,000.00$ | MRS SHIVANI | 5-Dec-13 | GCL NBAD AED |  |
| $100,000.00$ | MRS SHIVANI | 10-Dec-13 | GCL NBAD AED |  |
| $100,000.00$ | MRS SHIVANI | 12-Dec-13 | GCL NBAD USD |  |
| $2,717.39$ | mr tony | 15-Dec-13 | cash oberai dxb |  |
| $29,400.00$ | nahdi ex | 16-Dec-13 |  |  |
| $1,249.10$ | radisson dli | 16-Dec-13 |  |  |
| 267.67 | hyatt dli | 22-Dec-13 |  |  |
| $1,350.10$ | itc maratha | 22-Dec-13 |  |  |
| $2,432.88$ | oberai dxb | 22-Dec-13 |  |  |
| $2,717.39$ | sanjay parents | 22-Dec-13 |  |  |
| $1,000.00$ | scb metlife | 31-Dec-13 |  |  |
| $20,000.00$ | kamran suhail | 4-Jan-14 | ashu ji sms |  |
| $100,000.00$ | nahdi ex | 7-Jan-14 |  |  |
| $100,000.00$ | mallik ex | 8-Jan-14 |  |  |
| $4,000.00$ | ms heather acc | 8-Jan-14 |  |  |
| $50,000.00$ | $30 k$ gbp uk | 14-Jan-14 |  |  |
| $5,434.78$ | atul bhai dxb 20k aed | 14-Jan-14 |  |  |
| $100,000.00$ | mallik ex | 15-Jan-14 |  |  |
| $100,000.00$ | nahdi ex | 19-Jan-14 |  |  |
| $2,235.68$ | taj dli | 19-Jan-14 |  |  |
| 137.05 | taj dli | 19-Jan-14 |  |  |
| $4,016.85$ | oberai dxb | 19-Jan-14 |  |  |
| $1,000.00$ | scb metlife | 19-Jan-14 |  |  |
| $1,209.35$ | crown plaza london | 20-Jan-14 |  |  |
| $6,961.35$ | rambaugh jpr | 25-Jan-14 |  |  |
| $6,489.13$ | universal links | 26-Jan-14 | gateway mashreq aed |  |
| $100,000.00$ | nahdi ex | 1-Feb-14 |  |  |
|  |  |  |  |  |

(


# $\checkmark$ Woodmead "ID 1 <br> Wendywood 2144 <br> Street Address Shop U17 \& U18, Woodmead Drive <br> Branch Code <br> (011) 656-2727 <br> (011) 656-0145 

Customer VAT Registration Number : Not Provided
Bank's VAT Registration Number : 4210102051
Copy Tax Invoice/Statement Number : 2
BBST2 311199
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD
SUNNINGHILL
Statement Period : 18 November 2014 to 29 November 2014
2191
Statement Date : 29 November 2014

## Business Account 62505753906

| Summary in Rand |  | ZAR |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Opening Balance |  | 0.00 | Contact us |  |  |
| Funds Received (Credits) | 2 | $3,900,752.40 \mathrm{Cr}$ | (3) e-Mail Web Lost Cards <br> 응 Account Enquiries <br> 을 Fraud |  | info@fnb.co.za |
| Cash Deposits | 0 | 0.00 |  |  | www.fnb.co.za <br> 0800-11-01-32 <br> $087-575-9479$ <br> $087-575-9444$ |
| Other Deposits | 0 | 0.00 |  |  |  |
| Inter-Account Transfers In | 0 | 0.00 |  |  |  |
| Electronic Payments Received | 2 | $3,900,752.40 \mathrm{Cr}$ |  |  |  |
| Funds Used (Debits) | 0 | 0.00 |  |  |  |
| Cash Withdrawals (Branch) | 0 | 0.00 |  |  |  |
| Cash Withdrawals (Other) | 0 | 0.00 | FNB rewar | tionship |  |
| Cheques Processed (Non Cash) | 0 | 0.00 | For more in | Rewards | you can enjoy, |
| Debit Orders/Scheduled Payments | 0 | 0.00 | please visit | in to your | profilie from the 8th vards. Rewards are |
| Account Payments | 0 | 0.00 | of each mo allocated b |  | vards. Rewards are |
| Inter-Account Transfers Out | 0 | 0.00 | previous ca |  |  |
| Card Purchases (Swipes) | 0 | 0.00 | Interest Ra |  |  |
| Fuel Purchases | 0 | 0.00 | Interest on |  |  |
| Bank Charges | 0 | 0.00 | In.00\% |  |  |
| Service Fees | 0 | 0.00 | R1-R4999 | 0.00\% |  |
| Cash Deposit Fees | 0 | 0.00 | R5000+ | 0.00\% |  |
| Cash Handling Fees | 0 | 0.00 |  |  |  |
| Internet Fees | 0 | 0.00 |  |  |  |
| Other Fees | 0 | 0.00 |  |  |  |


| Interest on Credit Balance | 0 | 0.00 |
| :---: | :---: | :---: |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance |  | 3,900,752.40 |
| Overdraft Limit |  | 0.00 |

Pay as You use Pricing Option (Refer to Commercial Pricing Guide on www.fnb.co.za for more)

| Cash Deposits | (per R100 opt) | <R5000 | <R10000 | <R15000 | <R50000 | <R150000 | =R150000 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Branch/FNB ATM | R8.40 plus | R2.42 | R1.42 | R1.42 | R1.33 | R1.12 | R1.12 |
| Bulk | R5.00 plus | R2.23 | R1.59 | R1.59 | R1.32 | R0.99 | R0.99 |
| ATM Advance R3.75 plus R0.76 per R100 or part thereof |  |  |  |  |  |  |  |
| Cash Withdrawals | (per R100 opt) | <R5000 | <R10000 | <R15000 | <R50000 | <R150000 | >=R150000 |
| Branch: CSF | (Min R35) plus | R2.42 | R1.86 | R1.86 | R1.54 | R1.43 | R1.43 |
| Bulk: CSF | (Min R35) plus | R2.23 | R1.78 | R1.78 | R1.47 | R1.37 | R1.37 |

## Monthly Account Fee - R61.00

 Cheque Deposit Fee - R25.00 per cheque depositCheque Service Fee (CSF) -
R75.00

Page 1 of 2
Delivery Method E1 EN/30/NV/DDA AA 921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $14 / 11 / 29$ | Business Account |  |

## "I" p 2

BUSINESS ACCOUNT: 62505753906
Tax Invoice/Statement Number : 2

| Date | Description |  |  |  | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Opening Balance |  |  |  |  | 0.00 |  |  |
| 21 Nov | General Credit - Domestic Trea | Estina | Qyi06/Esti | Eft1411210004859 | 10,000.00 Cr | $10,000.00 \mathrm{Cr}$ |  |
| 21 Nov | General Credit - Domestic Trea | Estina | Qyi06/Esti | Eft1411210007421 | $3,890,752.40 \mathrm{Cr}$ | $3,900,752.40 \mathrm{Cr}$ |  |

## Closing Balance

$3,900,752.40 \mathrm{Cr}$
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.
\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2 Delivery Method E1
EN/30/NV/DDA AA 921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $14 / 11 / 29$ | Business Account |  |

# Woodmead ${ }^{\text {P O Box } 76179}{ }^{\prime \prime}$ P 3 <br> Wendywood 2144 <br> Street Address Shop U17 \& U18, Woodmead Drive <br> Branch Code <br> (011) 656-2727 <br> (011) 656-0145 

Customer VAT Registration Number : Not Provided
Bank's VAT Registration Number : 4210102051
Copy Tax Invoice/Statement Number : 3

BBST3
045688
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD
SUNNINGHILL
2191

Statement Period : 29 November 2014 to 30 December 2014
Statement Date : 30 December 2014

## Business Account 62505753906

| Summary in Rand |
| :--- |
| Opening Balance |
| Funds Received (Credits) |

Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :--- |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |

## Closing Balance

2,720,805.50 Cr
Overdraft Limit
0.00

Pay as You use Pricing Option (Refer to Commercial Pricing Guide on www.fnb.co.za for more)

| Cash Deposits | (per R100 opt) | <R5000 | <R10000 | <R15000 | <R50000 | <R150000 | >=R150000 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Branch/FNB ATM | R8.40 plus | R2.42 | R1.42 | R1.42 | R1.33 | R1.12 | R1.12 |
| Bulk | R5.00 plus | R2.23 | R1.59 | R1.59 | R1.32 | R0.99 | R0.99 |
| ATM Advance R3.75 plus R0.76 per R100 or part thereof |  |  |  |  |  |  |  |
| Cash Withdrawals | (per R100 opt) | <R5000 | <R10000 | <R15000 | <R50000 | <R150000 | >=R150000 |
| Branch: CSF | (Min R35) plus | R2.42 | R1.86 | R1.86 | R1.54 | R1.43 | R1.43 |
| Bulk: CSF | (Min R35) plus | R2.23 | R1.78 | R1.78 | R1.47 | R1.37 | R1.37 |

Monthly Account Fee - R61.00 Cheque Deposit Fee - R25.00 per cheque deposit
Cheque Service Fee (CSF)
R75.00

Page 1 of 2
Delivery Method E1 EN/30/NV/DDA AA 921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $14 / 12 / 30$ | Business Account |  |

## "l" p 4

BUSINESS ACCOUNT: 62505753906
Tax Invoice/Statement Number : 3

| Date | Description | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: |


| Opening Balance |  |  |  | 3,900,752.40 Cr |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 03 Dec | Cheque Deposit | Sunnhill | Stb | $70,421.50 \mathrm{Cr}$ | $3,971,173.90 \mathrm{Cr}$ | 25.00 |
| 04 Dec | Internet Pmt To | Vargafield | Estina | 1,250,000.00 | $2,721,173.90 \mathrm{Cr}$ |  |
| 05 Dec | Magtape Debit | 000000000000afrih | 6435 | 256.00 | 2,720,917.90 Cr | 16.75 |
| 06 Dec | Notification - Email | Email Sending Fee | Vargafield | 0.00 | 2,720,917.90 Cr | 0.70 |
| 18 Dec | Electronic Payments | Bis/lnt 1 On True Tie |  | 0.00 | 2,720,917.90 Cr | 8.95 |
| 18 Dec | \#Monthly Account Fee |  |  | 61.00 | $2,720,856.90 \mathrm{Cr}$ |  |
| 18 Dec | \#Value Added Serv Fees |  |  | 0.70 | $2,720,856.20 \mathrm{Cr}$ | (0.70) |
| 18 Dec | \#Service Fees |  |  | 25.70 | $2,720,830.50 \mathrm{Cr}$ | (25.70) |
| 18 Dec | \#Cheque Deposit Fee |  |  | 25.00 | 2,720,805.50 Cr | (25.00) |

## Closing Balance

2,720,805.50 Cr

## Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

## \# Inclusive of VAT @ 14.00\%

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.


Page 2 of 2
Delivery Method E1 921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $14 / 12 / 30$ | Business Account |  |

# $\xrightarrow{\text { Woodmead }}$ P O Box 76179 P ${ }^{\prime \prime}$ P <br> Wendywood 2144 <br> Street Address Shop U17 \& U18, Woodmead Drive <br> Branch Code 250955 <br> (011) 656-2727 <br> (011) 656-0145 

Customer VAT Registration Number : Not Provided
Bank's VAT Registration Number : 421010205
Copy Tax Invoice/Statement Number : 4

BBST4
ESTINA (PTY) ${ }^{049838}$
111 SHIMBALI SANDS NAVIASHA RD
SUNNINGHILL
2191

Total VAT Charged : R 9.55 Dr
Statement Period : 30 December 2014 to 30 January 2015
Statement Date : 30 January 2015

## Business Account 62505753906



Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :--- |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance |  | $\mathbf{2 , 6 1 9 , 3 7 1 . 7 5 ~ C r}$ |
| Overdraft Limit | 0.00 |  |

Pay as You use Pricing Option (Refer to Commercial Pricing Guide on www.fnb.co.za for more)

| Cash Deposits | (per R100 opt) | $<$ R5000 | $<$ R10000 | $<$ R15000 | $<$ R50000 | $<$ R150000 | $>$ R150000 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Branch/FNB ATM | R8.40 plus | R2.42 | R1.42 | R1.42 | R1.33 | R1.12 | R1.12 |
| Bulk | R5.00 plus | R2.23 | R1.59 | R1.59 | R1.32 | R0.99 | R0.99 |
| ATM Advance R3.75 plus R0.76 per R100 or part thereof |  |  |  |  |  |  |  |
| Cash Withdrawals | (per R100 opt) | $<$ R5000 | $<$ R10000 | $<$ R15000 | $<$ R50000 | $<$ R150000 | $>$ R150000 |
| Branch: CSF | (Min R35) plus | R2.42 | R1.86 | R1.86 | R1.54 | R1.43 | R1.43 |
| Bulk: CSF | (Min R35) plus | R2.23 | R1.78 | R1.78 | R1.47 | R1.37 | R1.37 |

## Monthly Account Fee - R61.00

 Cheque Deposit Fee - R25.00 per cheque depositCheque Service Fee (CSF)
R75.00

Page 1 of 2
Delivery Method E1 EN/30/NV/DDA AA 921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 01 / 30$ | Business Account |  |

## "I" p 6

BUSINESS ACCOUNT: 62505753906
Tax Invoice/Statement Number : 4

| Date | Description |  |  | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Opening Balance |  |  |  | 2,720,805.50 Cr |  |  |
| 02 Jan | Magtape Debit | 000000000000afriho | 6435 | 256.00 | 2,720,549.50 Cr | 16.75 |
| 17 Jan | \#Monthly Account Fee |  |  | 61.00 | 2,720,488.50 Cr |  |
| 17 Jan | \#Service Fees |  |  | 16.75 | 2,720,471.75 Cr | (16.75) |
| 29 Jan | Internet Pmt To | Vargafield | Estina | 100,000.00 | 2,620,471.75 Cr |  |
| 29 Jan | Internet Pmt To | Mknight Accounting | Estina | 1,100.00 | 2,619,371.75 Cr |  |

Closing Balance
2,619,371.75 Cr
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.
\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2 Delivery Method E1
EN/30/NV/DDA AA EN/3
921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 01 / 30$ | Business Account |  |

118297
$\Delta$ Woodmead "|" D 7
Wendywood 2144
Street Address Shop U17 \& U18, Woodmead Drive
Branch Code 250955

- (011) 656-2727

眴 (011) 656-0145

Customer VAT Registration Number : Not Provided Bank's VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 5

BBST5
ESTINA (PTY) ${ }^{112025}$
111 SHIMBALI SANDS NAVIASHA RD
SUNNINGHILL
2191

Total VAT Charged : R 12.84 Dr
Statement Period : 30 January 2015 to 28 February 2015
Statement Date : 28 February 2015

## Business Account 62505753906



## Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :---: |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance |  | $\mathbf{1 , 0 5 4 , 8 6 1 . 1 5 ~ C r}$ |
| Overdraft Limit | 0.00 |  |

Pay as You use Pricing Option (Refer to Commercial Pricing Guide on www.fnb.co.za for more)

| Cash Deposits | (per R100 opt) | $<$ R5000 | $<$ R10000 | $<$ R15000 | $<$ R50000 | $<$ R150000 | $>=$ R150000 |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Branch/FNB ATM | R8.40 plus | R2.42 | R1.42 | R1.42 | R1.33 | R1.12 | R1.12 |  |
| Bulk | R5.00 plus | R2.23 | R1.59 | R1.59 | R1.32 | R0.99 | R0.99 |  |
| ATM Advance R8.40 plus R2.42 per R100 or part thereof |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Cash Withdrawals | (per R100 opt) | $<$ R5000 | $<$ R10000 | $<$ R15000 | $<$ R50000 | $<$ R150000 | $>$ R150000 |  |
| Branch: CSF | (Min R35) plus | R2.42 | R1.86 | R1.86 | R1.54 | R1.43 | R1.43 |  |
| Bulk: CSF | (Min R35) plus | R2.23 | R1.78 | R1.78 | R1.47 | R1.37 | R1.37 |  |

Monthly Account Fee - R61.00 Cheque Deposit Fee - R0.00 per cheque deposit.
Cheque Service Fee (CSF) -
R75.00

Page 1 of 2
Delivery Method E1
Delivery Method E1 921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00//B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 02 / 28$ | Business Account |  |

278622

## "I" p 8

| BUSINESS ACCOUNT: 62505753906 |  |  |  |  | Invoice/Stateme | Number : 5 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Date |  | Description |  | Amount | Balance | Accrued Bank Charges |
| Opening Balance |  |  |  | 2,619,371.75 Cr |  |  |
| 02 Feb | Magtape Debit | 000000000000afriho | 6435 | 256.00 | 2,619,115.75 Cr | 16.75 |
| 13 Feb | Internet Pmt To | Vargafield | Estina | 850,000.00 | 1,769,115.75 Cr |  |
| 18 Feb | Electronic Payments | Bis/lnt 3 On True Tie |  | 0.00 | 1,769,115.75 Cr | 26.85 |
| 18 Feb | \#Monthly Account Fee |  |  | 61.00 | 1,769,054.75 Cr |  |
| 18 Feb | \#Service Fees |  |  | 43.60 | 1,769,011.15 Cr | (43.60) |
| 27 Feb | Internet Pmt To | Vargafield | Estina | 700,000.00 | 1,069,011.15 Cr |  |
| 27 Feb | Internet Pmt To | Mknight Accounting | Estina | 14,150.00 | 1,054,861.15 Cr |  |

## Closing Balance

1,054,861.15 Cr
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.
\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2 Delivery Method E1
EN/30/NV/DDA AA EN/3
921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00//B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 02 / 28$ | Business Account |  |

278623

| 凹 | Woodmead "\|" p 9 |
| :---: | :---: |
|  | P O Box 76179 |
|  | Wendywood 2144 |
| Street Address | Shop U17 \& U18, Woodmead Drive |
| Branch Code | 250955 |
| \% | (011) 656-2727 |
| 䀛 | (011) 656-0145 |

Customer VAT Registration Number : Not Provided Bank's VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 6

BBST6
ESTINA (PTY) ${ }^{048330}$
111 SHIMBALI SANDS NAVIASHA RD
SUNNINGHILL
2191

Total VAT Charged : R 15.02 Dr
Statement Period : 28 February 2015 to 30 March 2015
Statement Date : 30 March 2015

## Business Account 62505753906



| Other Entries |  |  |
| :--- | :--- | :---: |
| Interest on Credit Balance | 0 | 0.00 |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance |  | $387,851.47 \mathrm{Cr}$ |
| Overdraft Limit | 0.00 |  |

Pay as You use Pricing Option (Refer to Commercial Pricing Guide on www.fnb.co.za for more)

| Cash Deposits | (per R100 opt) | $<\mathrm{R} 5000$ | $<\mathrm{R} 10000$ | $<\mathrm{R} 15000$ | $<\mathrm{R} 50000$ | $<$ R150000 | $>=$ R150000 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Branch/FNB ATM | R8.40 plus | R2.42 | R1.42 | R1.42 | R1.33 | R1.12 | R1.12 |
| Bulk | R5.00 plus | R2.23 | R1.59 | R1.59 | R1.32 | R0.99 | R0.99 |
| ATM Advance R8.40 plus R2.42 per R100 or part thereof |  |  |  |  |  |  |  |
| Cash Withdrawals | (per R100 opt) | $<$ R5000 | $<$ R10000 | $<$ R15000 | $<$ R50000 | $<$ R150000 | $>=$ R150000 |
| Branch: CSF | (Min R35) plus | R2.42 | R1.86 | R1.86 | R1.54 | R1.43 | R1.43 |
| Bulk: CSF | (Min R35) plus | R2.23 | R1.78 | R1.78 | R1.47 | R1.37 | R1.37 |

Monthly Account Fee - R61.00 Cheque Deposit Fee - R0.00 per cheque deposit.
Cheque Service Fee (CSF) -
R75.00

Page 1 of 2
Delivery Method E1
Delivery Method E1 921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00//B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 03 / 30$ | Business Account |  |


| BUSINESS ACCOUNT: 62505753906 |  |  |  |  | Invoice/Stateme | Number : 6 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Date | Description |  |  | Amount | Balance | Accrued Bank Charges |
| Opening Balance |  |  |  | 1,054,861.15 Cr |  |  |
| 02 Mar | Magtape Debit | 000000000000afrih | 6435 | 256.00 | 1,054,605.15 Cr | 16.75 |
| 04 Mar | \#Archive Statement Fee | \#OB Statement Dow |  | 6.00 | $1,054,599.15 \mathrm{Cr}$ |  |
| 12 Mar | Internet Pmt To | Vargafield - Egc | Vargafield | 663,047.85 | $391,551.30 \mathrm{Cr}$ |  |
| 13 Mar | Notification - Email | Email Sending Fee | Egc | 0.00 | $391,551.30 \mathrm{Cr}$ | 0.70 |
| 13 Mar | Notification - Email | Email Sending Fee | Egc | 0.00 | $391,551.30 \mathrm{Cr}$ | 0.70 |
| 17 Mar | Internet Pmt To | Fincon | Est002 | 3,500.03 | $388,051.27 \mathrm{Cr}$ |  |
| 18 Mar | Notification - Email | Email Sending Fee | Fincon | 0.00 | $388,051.27 \mathrm{Cr}$ | 0.70 |
| 18 Mar | Notification - Email | Email Sending Fee | Fincon | 0.00 | $388,051.27 \mathrm{Cr}$ | 0.70 |
| 18 Mar | Electronic Payments | Bis/Int 4 On True Tiering $=35.80$ |  | 0.00 | $388,051.27 \mathrm{Cr}$ | 35.80 |
| 18 Mar | \#Monthly Account Fee |  |  | 61.00 | 387,990.27 Cr |  |
| 18 Mar | \#Value Added Serv Fees |  |  | 2.80 | 387,987.47 Cr | (2.80) |
| 18 Mar | \#Service Fees |  |  | 52.55 | 387,934.92 Cr | (52.55) |
| 23 Mar | Magtape Debit | Afrihost A10216435 |  | 83.45 | 387,851.47 Cr | 16.75 |
|  | Closing Balance |  |  |  | $387,851.47 \mathrm{Cr}$ |  |

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.
\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).


Page 2 of 2
Delivery Method E1
Delivery Method E1 921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00//B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 03 / 30$ | Business Account |  |

Customer VAT Registration Number : Not Provided Bank's VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 7

BBST7
307283
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD
SUNNINGHILL
2191

Total VAT Charged : R 14.76 Dr
Statement Period : 30 March 2015 to 30 April 2015
Statement Date : 30 April 2015

## Business Account 62505753906

| Summary in Rand ZAR |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Opening Balance |  | 387,851.47 Cr | Bo-Mail <br> W. Web <br> Lost Cards <br> EAccount Enquiries <br> E Fraud <br> E |  |  |
| Funds Received (Credits) | 1 | 219,284.89 Cr |  |  | info@fnb.co.za |
| Cash Deposits | 0 | 0.00 |  |  | www.fnb.co.za <br> $087-575-9406$ <br> $087-575-9479$ <br> $087-311-8607$ |
| Other Deposits | 0 | 0.00 |  |  |  |
| Inter-Account Transfers In | 0 | 0.00 |  |  |  |
| Electronic Payments Received | 1 | $219,284.89 \mathrm{Cr}$ |  |  |  |
| Funds Used (Debits) | 4 | 11,917.54 Dr |  |  |  |
| Cash Withdrawals (Branch) | 0 | 0.00 |  |  |  |
| Cash Withdrawals (Other) | 0 | 0.00 | FNB rewa | onship |  |
| Cheques Processed (Non Cash) | 0 | 0.00 | For more | wards a | you can enjoy, |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | please vis | to your | profilie from the 8th |
| Account Payments | 2 | 11,610.54 Dr | of each m allocated |  | wards. Rewards are behaviour in the |
| Inter-Account Transfers Out | 0 | 0.00 | previous | , base | behaviour in the |
| Card Purchases (Swipes) | 0 | 0.00 | Debit Inte |  |  |
| Fuel Purchases | 0 | 0.00 | 15.00\% |  |  |
| Bank Charges | 2 | 120.20 Dr | ${ }^{\text {Interest }}$ R1-R4999 |  |  |
| Service Fees | 2 | 120.20 Dr |  |  |  |
| Cash Deposit Fees | 0 | 0.00 |  |  |  |
| Cash Handling Fees | 0 | 0.00 |  |  |  |
| Internet Fees | 0 | 0.00 |  |  |  |
| Other Fees | 0 | 0.00 |  |  |  |

Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :--- |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |

## Closing Balance

$595,098.62 \mathrm{Cr}$
Overdraft Limit
0.00

Pay as You use Pricing Option (Refer to Commercial Pricing Guide on www.fnb.co.za for more)

| Cash Deposits | (per R100 opt) | <R5000 | <R10000 | <R15000 | <R50000 | <R150000 | >=R150000 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Branch/FNB ATM | R8.40 plus | R2.42 | R1.42 | R1.42 | R1.33 | R1.12 | R1.12 |
| Bulk | R5.00 plus | R2. 23 | R1.59 | R1.59 | R1.32 | R0.99 | R0.99 |
| ATM Advance R8.40 plus R2.42 per R100 or part thereof |  |  |  |  |  |  |  |
| Cash Withdrawals | (per R100 opt) | <R5000 | <R10000 | <R15000 | <R50000 | <R150000 | >=R150000 |
| Branch: CSF | (Min R35) plus | R2.42 | R1.86 | R1.86 | R1.54 | R1.43 | R1.43 |
| Bulk: CSF | (Min R35) plus | R2. 23 | R1.78 | R1.78 | R1.47 | R1.37 | R1.37 |

Monthly Account Fee - R61.00 Cheque Deposit Fee - R0.00 per cheque deposit.
Cheque Service Fee (CSF) -
R75.00

Page 1 of 2
Delivery Method E1
EN/30/NV/DDA AA 921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00//B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 04 / 30$ | Business Account |  |

## "|" p 12

BUSINESS ACCOUNT: 62505753906
Tax Invoice/Statement Number : 7

| Date |  | Description | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Opening Balance |  | 387,851.47 Cr |  |  |
| 01 Apr | Magtape Debit | Afrihost A10216435 | 108.00 | $387,743.47 \mathrm{Cr}$ | 16.75 |
| 01 Apr | Magtape Debit | Afrihost A10216435 | 199.00 | $387,544.47 \mathrm{Cr}$ | 16.75 |
| 13 Apr | Realtime Credit | Binink Btw46502571670395667183 | 219,284.89 Cr | 606,829.36 Cr |  |
| 14 Apr | Internet Pmt To | Mknight Accounting Estina | 1,600.00 | 605,229.36 Cr |  |
| 18 Apr | Electronic Payments | Bis/lnt 1 On True Tiering $=8.95$ | 0.00 | 605,229.36 Cr | 8.95 |
| 18 Apr | \#Monthly Account Fee |  | 61.00 | $605,168.36 \mathrm{Cr}$ |  |
| 18 Apr | \#Service Fees |  | 59.20 | $605,109.16 \mathrm{Cr}$ | (59.20) |
| 30 Apr | Internet Pmt To | Uti Sa Pty Ltd 112152408 Estina | 10,010.54 | $595,098.62 \mathrm{Cr}$ |  |

## Closing Balance

$595,098.62 \mathrm{Cr}$
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.
\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 Delivery Method E1
EN/30/NV/DDA AA ${ }_{921}$

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00//B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 04 / 30$ | Business Account |  |

773209

Customer VAT Registration Number : Not Provided Bank's VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 8
BBST8
302342
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD
SUNNINGHILL
Total VAT Charged : R 259.50 Dr

Statement Date : 30 May 2015

## Business Account 62505753906



Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :--- |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |

[^139]Pay as You use Pricing Option (Refer to Commercial Pricing Guide on www.fnb.co.za for more)

| Cash Deposits | (per R100 opt) | <R5000 | <R10000 | <R15000 | <R50000 | <R150000 | >=R150000 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Branch/FNB ATM | R8.40 plus | R2.42 | R1.42 | R1.42 | R1.33 | R1.12 | R1.12 |
| Bulk | R5.00 plus | R2.23 | R1.59 | R1.59 | R1.32 | R0.99 | R0.99 |
| ATM Advance R8.40 plus R2.42 per R100 or part thereof |  |  |  |  |  |  |  |
| Cash Withdrawals | (per R100 opt) | <R5000 | <R10000 | <R15000 | <R50000 | <R150000 | >=R150000 |
| Branch: CSF | (Min R35) plus | R2.42 | R1.86 | R1.86 | R1.54 | R1.43 | R1.43 |
| Bulk: CSF | (Min R35) plus | R2.23 | R1.78 | R1.78 | R1.47 | R1.37 | R1.37 |

Monthly Account Fee - R61.00 Cheque Deposit Fee - R0.00 per cheque deposit.
Cheque Service Fee (CSF) -
R75.00

Page 1 of 2
Delivery Method E1
Delivery Method E1 EN/3
921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00//B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 05 / 30$ | Business Account |  |

## "I" p 14

BUSINESS ACCOUNT: 62505753906
Tax Invoice/Statement Number : 8

| BUSINESS ACCOUNT: 62505753906 |  |  |  |  | Tax Invoice/Statement Number : 8 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Date |  | Description |  | Amount | Balance | Accrued Bank Charges |
| Opening Balance |  |  |  | 595,098.62 Cr |  |  |
| 02 May | Magtape Debit | Afrihost A10216435 |  | 108.00 | $594,990.62 \mathrm{Cr}$ | 16.75 |
| 02 May | Magtape Debit | Afrihost A10216435 |  | 199.00 | $594,791.62 \mathrm{Cr}$ | 16.75 |
| 05 May | \#Comm Excon Products | Excon Prods Dda STD |  | 2,000.00 | $592,791.62 \mathrm{Cr}$ |  |
| 08 May | General Credit - Domestic Trea | Basi01fsagric,Dbno:0 | 1505084442 np 5990 | 60,000,000.00 Cr | 60,592,791.62 Cr |  |
| 13 May | Internet Pmt To | Egc | Vargafield | 836,479.10 | 59,756,312.52 Cr |  |
| 13 May | Opening Transfer To | Transfer To 6253664 | 643316 | 59,750,000.00 | 6,312.52 Cr |  |
| 14 May | Notification - Email | Email Sending Fee | Egc | 0.00 | 6,312.52 Cr | 0.70 |
| 18 May | Electronic Payments | Bis/Int 2 On True Tierin |  | 0.00 | 6,312.52 Cr | 17.90 |
| 18 May | \#Monthly Account Fee |  |  | 61.00 | 6,251.52 Cr |  |
| 18 May | \#Value Added Serv Fees |  |  | 0.70 | 6,250.82 Cr | (0.70) |
| 18 May | \#Service Fees |  |  | 51.40 | 6,199.42 Cr | (51.40) |
| 28 May | Realtime Credit | Binink Btw4650257167 | 54163 | $30,221.28 \mathrm{Cr}$ | $36,420.70 \mathrm{Cr}$ |  |
| 28 May | Internet Trf From | Money Market |  | 28,700,000.00 Cr | 28,736,420.70 Cr |  |
| 29 May | Internet Pmt To | SARS VAT | 4650257167vc2015062 | 27,089,901.76 | 1,646,518.94 Cr |  |
| 29 May | Internet Trf To | Money Market |  | 1,000,000.00 | $646,518.94 \mathrm{Cr}$ | 4.00 |
| 30 May | Notification - Email | Email Sending Fee | SARS VAT | 0.00 | $646,518.94 \mathrm{Cr}$ | 0.70 |

## Closing Balance

646,518.94 Cr
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

## \# Inclusive of VAT @ 14.00\%

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 Delivery Method E1
EN/30/NV/DDA AA 921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00//B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 05 / 30$ | Business Account |  |

761490

Customer VAT Registration Number : Not Provided Bank's VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 9
BBST9
107065
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD
Total VAT Charged : R 260.48 Dr

## Business Account 62505753906

| Summary in Rand |  | ZAR |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Opening Balance |  | 646,518.94 Cr | Contact us |  |  |
| Funds Received (Credits) | 0 | 0.00 | B e-Mail <br> (1) Web <br> - Lost Cards <br> 릉 Account Enquiries <br> 를 Fraud |  | info@fnb.co.za |
| Cash Deposits | 0 | 0.00 |  |  | www.fnb.co.za <br> $087-575-9406$ <br> $087-575-9479$ <br> $087-311-8607$ |
| Other Deposits | 0 | 0.00 |  |  |  |
| Inter-Account Transfers In | 0 | 0.00 |  |  |  |
| Electronic Payments Received | 0 | 0.00 |  |  |  |
| Funds Used (Debits) | 4 | 600,857.00 Dr |  |  |  |
| Cash Withdrawals (Branch) | 0 | 0.00 |  |  |  |
| Cash Withdrawals (Other) | 0 | 0.00 | FNB rewa | onship |  |
| Cheques Processed (Non Cash) | 0 | 0.00 | For more i | wards a | you can enjoy, |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | please vis |  | profile from the 8th wards. Rewards are |
| Account Payments | 1 | 550.00 Dr | allocated | , based | wards. Rewards are behaviour in the |
| Inter-Account Transfers Out | 1 | 600,000.00 Dr | previous c |  |  |
| Card Purchases (Swipes) | 0 | 0.00 | Debit Inte |  |  |
| Fuel Purchases | 0 | 0.00 | 15.00\% |  |  |
| Bank Charges | 4 | 2,121.10 Dr | Interest R1-R4999 |  |  |
| Service Fees | 2 | 120.40 Dr | R5000+ | 0.00\% |  |
| Cash Deposit Fees | 0 | 0.00 |  |  |  |
| Cash Handling Fees | 0 | 0.00 |  |  |  |
| Internet Fees | 0 | 0.00 |  |  |  |
| Other Fees | 2 | $2,000.70 \mathrm{Dr}$ |  |  |  |

## Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :--- |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance |  | $\mathbf{4 3 , 5 4 0 . 8 4 ~ C r}$ |
| Overdraft Limit | 0.00 |  |

Pay as You use Pricing Option (Refer to Commercial Pricing Guide on www.fnb.co.za for more)

| Cash Deposits | (per R100 opt) | <R5000 | <R10000 | <R15000 | <R50000 | <R150000 | >=R150000 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Branch/FNB ATM | R8.40 plus | R2.42 | R1.42 | R1.42 | R1.33 | R1.12 | R1.12 |
| Bulk | R5.00 plus | R2. 23 | R1.59 | R1.59 | R1.32 | R0.99 | R0.99 |
| ATM Advance R8.40 plus R2.42 per R100 or part thereof |  |  |  |  |  |  |  |
| Cash Withdrawals | (per R100 opt) | <R5000 | <R10000 | <R15000 | <R50000 | <R150000 | >=R150000 |
| Branch: CSF | (Min R35) plus | R2.42 | R1.86 | R1.86 | R1.54 | R1.43 | R1.43 |
| Bulk: CSF | (Min R35) plus | R2. 23 | R1.78 | R1.78 | R1.47 | R1.37 | R1.37 |

Monthly Account Fee - R61.00 Cheque Deposit Fee - R0.00 per cheque deposit.
Cheque Service Fee (CSF) -
R75.00

Page 1 of 2
Delivery Method E1
EN/30/NV/DDA AA 921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00//B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 06 / 30$ | Business Account |  |


| BUSINESS ACCOUNT: 62505753906 |  |  |  | Invoice/Statem | Number |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Date |  | Description | Amount | Balance | Accrued Bank Charges |
| Opening Balance |  |  | 646,518.94 Cr |  |  |
| 01 Jun | Internet Trf To | Money Market | 600,000.00 | 46,518.94 Cr | 4.00 |
| 01 Jun | Magtape Debit | Afrihost A10216435 | 108.00 | $46,410.94 \mathrm{Cr}$ | 16.75 |
| 01 Jun | Magtape Debit | Afrihost A10216435 | 199.00 | $46,211.94 \mathrm{Cr}$ | 16.75 |
| 02 Jun | Internet Pmt To | Mknight Accounting Estina | 550.00 | $45,661.94 \mathrm{Cr}$ |  |
| 18 Jun | Electronic Payments | $\mathrm{Bis} / \mathrm{lnt} 2$ On True Tiering $=17.90$ | 0.00 | $45,661.94 \mathrm{Cr}$ | 17.90 |
| 18 Jun | \#Monthly Account Fee |  | 61.00 | $45,600.94 \mathrm{Cr}$ |  |
| 18 Jun | \#Value Added Serv Fees |  | 0.70 | $45,600.24 \mathrm{Cr}$ | (0.70) |
| 18 Jun | \#Service Fees |  | 59.40 | $45,540.84 \mathrm{Cr}$ | (59.40) |
| 19 Jun | \#Comm Excon Products | Excon Prods Dda STD | 2,000.00 | $43,540.84 \mathrm{Cr}$ |  |
|  | Closing Balance |  |  | $43,540.84 \mathrm{Cr}$ |  |

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

## \# Inclusive of VAT @ 14.00\%

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).


Page 2 of 2
Delivery Method E1 Delivery Method E1
EN/30/NV/DDA AA 921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00//B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 06 / 30$ | Business Account |  |

304591
$\Delta$ Woodmead "|" D 17
Wendywood 2144
Street Address Shop U17 \& U18, Woodmead Drive
Branch Code 250955
요 (011) 656-2727
䁍 (011) 656-0145
Customer VAT Registration Number : Not Provided Bank's VAT Registration Number : 4210102051

BBST10 009470
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL

Statement Period : 30 June 2015 to 30 July 2015
Statement Date : 30 July 2015

## Business Account 62505753906

| Summary in Rand |
| :--- |
| Opening Balance |
| Funds Received (Credits) |


| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00//B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 07 / 30$ | Business Account |  |

## "I" p 18

| Date |  | Description | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Opening Balance |  | $43,540.84 \mathrm{Cr}$ |  |  |
| 01 Jul | Magtape Debit | Afrihost A10216435 | 108.00 | $43,432.84 \mathrm{Cr}$ | 17.50 |
| 01 Jul | Magtape Debit | Afrihost A10216435 | 199.00 | $43,233.84 \mathrm{Cr}$ | 17.50 |
| 08 Jul | Realtime Credit | Binink Btw46502571670400273099 | 157,882.04 Cr | $201,115.88 \mathrm{Cr}$ |  |
| 15 Jul | Internet Trf From | Money Market | 1,000,000.00 Cr | 1,201,115.88 Cr |  |
| 16 Jul | Internet Trf From | Money Market | $200,000.00 \mathrm{Cr}$ | $1,401,115.88 \mathrm{Cr}$ |  |
| 16 Jul | Internet Pmt To | SARS VAT 4650257167vc2015062 | 1,297,733.97 | $103,381.91 \mathrm{Cr}$ |  |
| 17 Jul | Notification - Email | Email Sending Fee SARS VAT | 0.00 | $103,381.91 \mathrm{Cr}$ | 1.15 |
| 18 Jul | Electronic Payments | Bis/lnt 1 On True Tiering $=8.95$ | 0.00 | $103,381.91 \mathrm{Cr}$ | 8.95 |
| 18 Jul | \#Monthly Account Fee |  | 65.00 | $103,316.91 \mathrm{Cr}$ |  |
| 18 Jul | \#Value Added Serv Fees | - | 1.15 | $103,315.76 \mathrm{Cr}$ | (1.15) |
| 18 Jul | \#Service Fees |  | $\square 43.95$ | $103,271.81 \mathrm{Cr}$ | (43.95) |
| 23 Jul | Internet Trf From | Money Market | 1,000,000.00 Cr | 1,103,271.81 Cr |  |
| 24 Jul | Internet Trf From | Money Market | 1,000,000.00 Cr | $2,103,271.81 \mathrm{Cr}$ |  |
| 27 Jul | Payoff Cr Transfer | 62539070748 | 29,792,389.19 Cr | $31,895,661.00 \mathrm{Cr}$ |  |

## Closing Balance

$31,895,661.00 \mathrm{Cr}$

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

## \# Inclusive of VAT @ 14.00\%

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).


Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00//B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 07 / 30$ | Business Account |  |

BBST11
ESTINA (PTY) 015572
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL 2191

Woodmead "|" D 19
Wendywood 2144
Street Address Shop U17 \& U18, Woodmead Drive
Branch Code 250955

- (011) 656-2727

眴 (011) 656-0145

Customer VAT Registration Number : Not Provided Bank's VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 11
Total VAT Charged : R 329.48 Dr
Statement Period : 30 July 2015 to 29 August 2015
Statement Date : 29 August 2015

## Business Account 62505753906

| Summary in Rand |
| :--- |
| Opening Balance |
| Funds Received (Credits) |


| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 08 / 29$ | Business Account |  |


| Date |  | Description | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Opening Balance |  |  | 31,895,661.00 Cr |  |  |
| 01 Aug | Magtape Debit | Afrihost A10216435 | 108.00 | $31,895,553.00 \mathrm{Cr}$ | 17.50 |
| 01 Aug | Magtape Debit | Afrihost A10216435 | 199.00 | $31,895,354.00 \mathrm{Cr}$ | 17.50 |
| 04 Aug | Internet Pmt To | Mknight Accounting Estina | 550.00 | $31,894,804.00 \mathrm{Cr}$ |  |
| 05 Aug | General Credit - Domestic Trea | Estina Pty Ltd Eft1030861119734 | 15,790,000.00 Cr | $47,684,804.00 \mathrm{Cr}$ |  |
| 07 Aug | Outward Swift | R015heOhr0 Gateway Limited | 8,957,652.50 | $38,727,151.50 \mathrm{Cr}$ |  |
| 07 Aug | \#Forex Fee | \#R015heOhr0 Swift Commission | 735.00 | $38,726,416.50 \mathrm{Cr}$ |  |
| 07 Aug | \#Forex Fee | \#R015heOhr0 Swift Fee | 120.00 | $38,726,296.50 \mathrm{Cr}$ |  |
| 14 Aug | Outward Swift | R015hm34x0 Part Payment Of Invo | 25,830,000.00 | $12,896,296.50 \mathrm{Cr}$ |  |
| 14 Aug | \#Forex Fee | \#R015hm34x0 Swift Fee | 120.00 | $12,896,176.50 \mathrm{Cr}$ |  |
| 14 Aug | \#Forex Fee | \#R015hm34x0 Swift Commission | 735.00 | $12,895,441.50 \mathrm{Cr}$ |  |
| 14 Aug | Outward Swift | R015hn07h0 Part Payment Of Invo | 10,304,000.00 | 2,591,441.50 Cr |  |
| 14 Aug | \#Forex Fee | \#R015hn07h0 Swift Commission | 735.00 | $2,590,706.50 \mathrm{Cr}$ |  |
| 14 Aug | \#Forex Fee | \#R015hn07h0 Swift Fee | 120.00 | $2,590,586.50 \mathrm{Cr}$ |  |
| 17 Aug | Internet Pmt To | Vargafield Estina | 2,580,000.00 | $10,586.50 \mathrm{Cr}$ |  |
| 18 Aug | Electronic Payments | $\mathrm{Bis} / \mathrm{Int} 2$ On True Tiering $=17.90$ | 0.00 | $10,586.50 \mathrm{Cr}$ | 17.90 |
| 18 Aug | \#Monthly Account Fee |  | 65.00 | $10,521.50 \mathrm{Cr}$ |  |
| 18 Aug | \#Service Fees |  | 52.90 | $10,468.60 \mathrm{Cr}$ | (52.90) |

## Closing Balance

$10,468.60 \mathrm{Cr}$
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

## \# Inclusive of VAT @ 14.00\%

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 08 / 29$ | Business Account |  |

$\triangle$ Woodmead "|" D 21
Wendywood 2144
Street Address Shop U17 \& U18, Woodmead Drive
Branch Code 250955

- (011) 656-2727

䍖 (011) 656-0145
Customer VAT Registration Number : Not Provided Bank's VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 12

BBST12

## 119707

*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL 2191

Total VAT Charged : R 12.28 Dr
Statement Period : 29 August 2015 to 30 September 2015
Statement Date : 30 September 2015

## Business Account 62505753906

| Summary in Rand |
| :--- |
| Opening Balance |
| Funds Received (Credits) |
| Zash Deposits |
| Other Deposits |
| Inter-Account Transfers In |
| Electronic Payments Received |

## Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :--- |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance | $\mathbf{1 0 , 0 6 1 . 6 0} \mathbf{C r}$ |  |
| Overdraft Limit | 0.00 |  |


| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 09 / 30$ | Business Account |  |


| BUSIN |  | Tax Invoice/Statement Number : 12 |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Date | Description | Amount | Balance | Accrued Bank Charges |


| Opening Balance |  |  | 10,468.60 Cr |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 01 Sep | Magtape Debit | Afrihost A10216435 | 108.00 | 10,360.60 Cr | 17.50 |
| 01 Sep | Magtape Debit | Afrihost A10216435 | 199.00 | $10,161.60 \mathrm{Cr}$ | 17.50 |
| 18 Sep | \#Monthly Account Fee |  | 65.00 | $10,096.60 \mathrm{Cr}$ |  |
| 18 Sep | \#Service Fees |  | 35.00 | $10,061.60 \mathrm{Cr}$ | (35.00) |
| Closing Balance |  |  | $10,061.60 \mathrm{Cr}$ |  |  |

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

## \# Inclusive of VAT @ 14.00\%

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 09 / 30$ | Business Account |  |

Customer VAT Registration Number : Not Provided Bank's VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 13

BBST13 009789
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL 2191

Total VAT Charged : R 12.28 Dr

Statement Period : 30 September 2015 to 30 October 2015
Statement Date : 30 October 2015

## Business Account 62505753906



| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 10 / 30$ | Business Account |  |

## "I" p 24

| Date | Description |  |  | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Opening Balance |  |  |  | 10,061.60 Cr |  |  |
| 01 Oct | Magtape Debit | Afrihost A10216435 |  | 108.00 | $9,953.60 \mathrm{Cr}$ | 17.50 |
| 01 Oct | Magtape Debit | Afrihost A10216435 |  | 199.00 | $9,754.60 \mathrm{Cr}$ | 17.50 |
| 17 Oct | \#Monthly Account Fee |  |  | 65.00 | $9,689.60 \mathrm{Cr}$ |  |
| 17 Oct | \#Service Fees |  |  | 35.00 | $9,654.60 \mathrm{Cr}$ |  |
| 20 Oct | Rtc Credit | Vargafeild | 16023d40eb | $250,000.00 \mathrm{Cr}$ | $259,654.60 \mathrm{Cr}$ |  |
| 20 Oct | Internet Pmt To | Sarseflng 0035957728 |  | 183,002.78 | 76,651.82 Cr |  |
| 22 Oct | Internet Pmt To | Sarseflng 0036288104 |  | 19,711.23 | $56,940.59 \mathrm{Cr}$ |  |

## Closing Balance

$56,940.59 \mathrm{Cr}$
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.
\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).
Pay as You use Pricing Option (Refer to Business Pricing Guide on www.fnb.co.za for more)


Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 10 / 30$ | Business Account |  |

BBST14 124486
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL 2191
$\triangle$ Woodmead "|" D 25
Wendywood 2144
Street Address Shop U17 \& U18, Woodmead Drive
Branch Code 250955

- (011) 656-2727

眴 (011) 656-0145
Customer VAT Registration Number : Not Provided Bank's VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 14
Total VAT Charged : R 15.58 Dr
Statement Period : 30 October 2015 to 30 November 2015
Statement Date : 30 November 2015

FNB Business Cheque Acc 62505753906

| Summary in Rand |  | ZAR |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Opening Balance |  | $56,940.59 \mathrm{Cr}$ | Contact us |  |
| Funds Received (Credits) | 0 | 0.00 | \% e-Mail | info@fnb.co.za |
| Cash Deposits | 0 | 0.00 | (1) Web | www.fnb.co.za |
| Other Deposits | 0 | 0.00 | T- Lost Cards | 087-575-9406 |
| Inter-Account Transfers In |  | 0.00 | E-Account Enquiries | 087-575-9479 |
| Electronic Payments Received | 0 | 0.00 | \% Fraud | 087-311-8607 |
| Funds Used (Debits) | 3 | 954.00 Dr |  |  |
| Cash Withdrawals (Branch) | 0 | 0.00 |  |  |
| Cash Withdrawals (Other) | 0 | 0.00 | ompliant. Update your VAT details easily on www.fnb.co.za |  |
| Cheques Processed (Non Cash) | 0 | 0.00 |  |  |
| Debit Orders/Scheduled Payments | 2 | 404.00 Dr | Debit Interest Rates (Usury) 16.00\% |  |
| Account Payments | 1 | 550.00 Dr |  |  |
| Inter-Account Transfers Out | 0 | 0.00 | Interest Earned on Credit Balance R1-R4999 <br> 0.00\% |  |
| Card Purchases (Swipes) | 0 | 0.00 | R5000+ ${ }^{\text {Re-R499 }}$ |  |
| Fuel Purchases | 0 | 0.00 |  |  |
| Bank Charges | 2 | 126.85 Dr |  |  |
| Service Fees | 2 | 126.85 Dr |  |  |
| Cash Deposit Fees | 0 | 0.00 |  |  |
| Cash Handling Fees | 0 | 0.00 |  |  |
| Internet Fees | 0 | 0.00 | - |  |
| Other Fees | 0 | 0.00 |  |  |

Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :--- |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance | $55,859.74 \mathbf{C r}$ |  |
| Overdraft Limit | 0.00 |  |


| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 11 / 30$ | FNB Business Cheque Acc |  |

FNB BUSINESS CHEQUE ACC: 62505753906

| Date | Description | Amount | Balance | Accrued <br> Bank <br> Charges |
| :---: | :---: | :---: | :---: | :---: |

Opening Balance

| 02 Nov | Internet Pmt To | Mknight Accounting | Estina | 550.00 | $56,390.59 \mathrm{Cr}$ |
| :--- | :--- | :--- | :--- | ---: | ---: |
| 02 Nov | Magtape Debit | Afrihost A10216435 |  | 199.00 | $56,191.59 \mathrm{Cr}$ |
| 02 Nov | Magtape Debit | Afrihost A10216435 | 205.00 | $55,986.59 \mathrm{Cr}$ |  |
| 18 Nov | Electronic Payments | Bis/Int 3 On True Tiering $=26.85$ | 0.00 | 17.50 |  |
| 18 Nov | \#Monthly Account Fee |  | $65,986.59 \mathrm{Cr}$ |  |  |
| 18 Nov | \#Service Fees |  | 560 | 26.85 |  |

## Closing Balance

$55,859.74 \mathrm{Cr}$

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

## \# Inclusive of VAT @ 14.00\%

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).
Pay as You use Pricing Option (Refer to Business Pricing Guide on www.fnb.co.za for more)


Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 11 / 30$ | FNB Business Cheque Acc |  |

$\triangle$ Woodmead "|" D 27
Wendywood 2144
Street Address Shop U17 \& U18, Woodmead Drive
Branch Code 250955
요 (011) 656-2727
䁍 (011) 656-0145
Customer VAT Registration Number : Not Provided Bank's VAT Registration Number : 4210102051

BBST15
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL 2191

Copy Tax Invoice/Statement Number : 15
Total VAT Charged : R 12.28 Dr
Statement Period : 30 November 2015 to 30 December 2015
Statement Date : 30 December 2015

FNB Business Cheque Acc 62505753906


Page 1 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA 921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 12 / 30$ | FNB Business Cheque Acc |  |


| FNB BUSINESS CHEQUE ACC: 62505753906 |  |  |  | x Invoice/Statement Number : 15 |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Date |  | Description | Amount | Balance | Accrued Bank Charges |
| Opening Balance |  |  | $55,859.74 \mathrm{Cr}$ |  |  |
| 01 Dec | Realtime Credit | Binink Btw46502571670408165700 | $45,200.39 \mathrm{Cr}$ | $101,060.13 \mathrm{Cr}$ |  |
| 01 Dec | Magtape Debit | Afrihost A10216435 | 108.00 | 100,952.13 Cr | 17.50 |
| 01 Dec | Magtape Debit | Afrihost A10216435 | 199.00 | 100,753.13 Cr | 17.50 |
| 18 Dec | \#Monthly Account Fee |  | 65.00 | 100,688.13 Cr |  |
| 18 Dec | \#Service Fees |  | 35.00 | 100,653.13 Cr |  |

## Closing Balance

$100,653.13 \mathrm{Cr}$
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.
\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).
Pay as You use Pricing Option (Refer to Business Pricing Guide on www.fnb.co.za for more)


Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $15 / 12 / 30$ | FNB Business Cheque Acc |  |

BBST16
ESTINA (PTY) ${ }^{124789}$
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL 2191
$\Delta$ Woodmead "I" D 29
Wendywood 2144
Street Address Shop U17 \& U18, Woodmead Drive
Branch Code 250955

- (011) 656-2727

息 (011) 656-0145
Customer VAT Registration Number : Not Provided Bank's VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number: 16
Total VAT Charged : R 13.38 Dr
Statement Period : 30 December 2015 to 30 January 2016
Statement Date : 30 January 2016

FNB Business Cheque Acc 62505753906


Page 1 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA
921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 01 / 30$ | FNB Business Cheque Acc |  |


| FNB BUSINESS CHEQUE ACC: 62505753906 |  |  |  | Invoice/Statement | Number: 16 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Date |  | Description | Amount | Balance | Accrued Bank Charges |
| Opening Balance |  |  | 100,653.13 Cr |  |  |
| 02 Jan | Magtape Debit | Afrihost A10216435 | 59.00 | 100,594.13 Cr | 17.50 |
| 02 Jan | Magtape Debit | Afrihost A10216435 | 199.00 | $100,395.13 \mathrm{Cr}$ | 17.50 |
| 07 Jan | Internet Pmt To | Synergy Accounting Estina | 1,500.00 | 98,895.13 Cr |  |
| 18 Jan | Electronic Payments | $\mathrm{Bis} / \mathrm{lnt} 1$ On True Tiering $=8.95$ | 0.00 | 98,895.13 Cr | 8.95 |
| 18 Jan | \#Monthly Account Fee |  | 65.00 | $98,830.13 \mathrm{Cr}$ |  |
| 18 Jan | \#Service Fees |  | 43.95 | 98,786.18 Cr |  |
| 26 Jan | Magtape Credit | Estina Pty Ltd Bob Transfer | $200,000.00 \mathrm{Cr}$ | $298,786.18 \mathrm{Cr}$ |  |
| 29 Jan | Realtime Credit | Binink Btw46502571670412441044 | $186,372.32 \mathrm{Cr}$ | $485,158.50 \mathrm{Cr}$ |  |

## Closing Balance

$485,158.50 \mathrm{Cr}$
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.
\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).
Pay as You use Pricing Option (Refer to Business Pricing Guide on www.fnb.co.za for more)


Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 01 / 30$ | FNB Business Cheque Acc |  |

BBST17
*ESTINA (PTY) ${ }^{132350}$
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL 2191
$\triangle$ Woodmead "|" D 31
Wendywood 2144
Street Address Shop U17 \& U18, Woodmead Drive
Branch Code 250955

- (011) 656-2727

靤 (011) 656-0145
Customer VAT Registration Number : Not Provided Bank's VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 17
Total VAT Charged : R 13.38 Dr
Statement Period : 30 January 2016 to 29 February 2016
Statement Date : 29 February 2016

FNB Business Cheque Acc 62505753906

| Summary in Rand |  | ZAR |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Opening Balance |  | 485,158.50 Cr | Contact |  |
| Funds Received (Credits) | 0 | 0.00 | ${ }^{\text {® }}$ e-Mail | info@fnb.co.za |
| Cash Deposits | 0 | 0.00 | (1) Web | www.fnb.co.za |
| Other Deposits | 0 | 0.00 | Tost Cards | 087-575-9406 |
| Inter-Account Transfers In | 0 | 0.00 | 응 Account Enquiries | 087-575-9479 |
| Electronic Payments Received | 0 | 0.00 | \% Fraud | 087-311-8607 |
| Funds Used (Debits) | 5 | 53,307.00 Dr |  |  |
| Cash Withdrawals (Branch) | 0 | 0.00 |  |  |
| Cash Withdrawals (Other) | 0 | 0.00 | Ensure that your business is tax compliant. <br> Update your VAT details easily on www.fnb.co.za |  |
| Cheques Processed (Non Cash) | 0 | 0.00 |  |  |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | Debit Interest Rates (Usury) 17.00\% |  |
| Account Payments | 3 | $53,000.00 \mathrm{Dr}$ | $17.00 \%$ |  |
| Inter-Account Transfers Out | 0 | 0.00 | Interest Earned on Credit Balance R1-R4999 $0.00 \%$ |  |
| Card Purchases (Swipes) | 0 | 0.00 | R5000+ $\quad 0.00 \%$ |  |
| Fuel Purchases | 0 | 0.00 |  |  |
| Bank Charges | 2 | 108.95 Dr |  |  |
| Service Fees | 2 | 108.95 Dr |  |  |
| Cash Deposit Fees | 0 | 0.00 |  |  |
| Cash Handling Fees | 0 | 0.00 |  |  |
| Internet Fees | 0 | 0.00 | - |  |
| Other Fees | 0 | 0.00 |  |  |

## Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :---: |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance |  | $\mathbf{4 3 1 , 7 4 2 . 5 5 ~ C r}$ |
| Overdraft Limit | 0.00 |  |


| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 02 / 29$ | FNB Business Cheque Acc |  |

## "|" p 32



## Closing Balance

$431,742.55 \mathrm{Cr}$
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.
\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).
Pay as You use Pricing Option (Refer to Business Pricing Guide on www.fnb.co.za for more)


Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 02 / 29$ | FNB Business Cheque Acc |  |

401697

BBST18 010087
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL 2191
$\Delta$ Woodmead "|" P 3
Wendywood 2144
Street Address Shop U17 \& U18, Woodmead Drive
Branch Code 250955

- (011) 656-2727

䍖 (011) 656-0145
Customer VAT Registration Number : Not Provided Bank VAT Registration Number : 4210102051 Copy Tax Invoice/Statement Number : 18

Total VAT Charged : R 17.86 Dr
Statement Period : 29 February 2016 to 30 March 2016
Statement Date : 30 March 2016

FNB Business Cheque Acc 62505753906


Page 1 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA
921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 03 / 30$ | FNB Business Cheque Acc |  |

## "I" p 34

FNB BUSINESS CHEQUE ACC: 62505753906 Tax Invoice/Statement Number: 18

| Date |  | Description |  | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Opening Balance |  |  |  | 431,742.55 Cr |  |  |
| 01 Mar | Magtape Debit | Afrihost A10216435 |  | 108.00 | $431,634.55 \mathrm{Cr}$ | 17.50 |
| 01 Mar | Magtape Debit | Afrihost A10216435 |  | 199.00 | $431,435.55 \mathrm{Cr}$ | 17.50 |
| 02 Mar | Internet Pmt To | Fincon | Est002 | 3,898.80 | 427,536.75 Cr |  |
| 04 Mar | Realtime Credit | Binink Btw4650257 | 45953 | 79,022.06 Cr | 506,558.81 Cr |  |
| 11 Mar | Internet Pmt To | Egc Consulting | Estina Inv 13060/B9 | 100,000.00 | $406,558.81 \mathrm{Cr}$ |  |
| 12 Mar | Notification - Email | Email Sending Fee | Egc Consulting Engi | 0.00 | $406,558.81 \mathrm{Cr}$ | 0.74 |
| 18 Mar | Internet Pmt To | Egc Consulting | Estina Inv 13060/B9 | 91,879.64 | $314,679.17 \mathrm{Cr}$ |  |
| 18 Mar | Electronic Payments | Bis/Int 5 On True Ti |  | 0.00 | $314,679.17 \mathrm{Cr}$ | 44.75 |
| 18 Mar | \#Monthly Account Fee |  |  | 65.00 | $314,614.17 \mathrm{Cr}$ |  |
| 18 Mar | \#Value Added Serv Fees |  |  | 0.74 | $314,613.43 \mathrm{Cr}$ |  |
| 18 Mar | \#Service Fees |  |  | 79.75 | $314,533.68 \mathrm{Cr}$ |  |
| 19 Mar | Notification - Email | Email Sending Fee | Egc Consulting Engi | 0.00 | $314,533.68 \mathrm{Cr}$ | 0.74 |

## Closing Balance

$314,533.68 \mathrm{Cr}$
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

Pay as You use Pricing Option (Refer to Business Pricing Guide on www.fnb.co.za for more)

\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 03 / 30$ | FNB Business Cheque Acc |  |

BBST19 128056
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL 2191
$\Delta$ Woodmead "I" P 35
Wendywood 2144
Street Address Shop U17 \& U18, Woodmead Drive
Branch Code 250955

- (011) 656-2727

䍖 (011) 656-0145
Customer VAT Registration Number : Not Provided Bank VAT Registration Number : 4210102051 Copy Tax Invoice/Statement Number : 19

Total VAT Charged : R 12.37 Dr
Statement Period : 30 March 2016 to 30 April 2016
Statement Date : 30 April 2016

FNB Business Cheque Acc 62505753906

| Summary in Rand |  | ZAR |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Opening Balance |  | $314,533.68 \mathrm{Cr}$ | Contact |  |
| Funds Received (Credits) | 0 | 0.00 | ${ }^{\text {® }}$ e-Mail | info@fnb.co.za |
| Cash Deposits | 0 | 0.00 | (1) Web | fnb.co.za |
| Other Deposits | 0 | 0.00 | Tost Cards | 087-575-9406 |
| Inter-Account Transfers In | 0 | 0.00 | \% Account Enquiries | 087-575-9479 |
| Electronic Payments Received | 0 | 0.00 | \% Fraud | 087-311-8607 |
| Funds Used (Debits) | 2 | 307.00 Dr |  |  |
| Cash Withdrawals (Branch) | 0 | 0.00 |  |  |
| Cash Withdrawals (Other) | 0 | 0.00 | Ensure that your business is tax compliant. <br> Update your VAT details easily on www.fnb.co.za |  |
| Cheques Processed (Non Cash) | 0 | 0.00 |  |  |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | Debit Interest Rates (Usury) 17.00\% |  |
| Account Payments | 0 | 0.00 | $17.00 \%$ |  |
| Inter-Account Transfers Out | 0 | 0.00 | Interest Earned on Credit Balance R1-R4999 $0.00 \%$ |  |
| Card Purchases (Swipes) | 0 | 0.00 | R5000+ $\quad 0.00 \%$ |  |
| Fuel Purchases | 0 | 0.00 |  |  |
| Bank Charges | 3 | 100.74 Dr |  |  |
| Service Fees | 2 | 100.00 Dr |  |  |
| Cash Deposit Fees | 0 | 0.00 |  |  |
| Cash Handling Fees | 0 | 0.00 |  |  |
| Internet Fees | 0 | 0.00 | - |  |
| Other Fees | 1 | 0.74 Dr |  |  |

## Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :---: |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance | $\mathbf{3 1 4 , 1 2 5 . 9 4 \mathbf { C r }}$ |  |
| Overdraft Limit | 0.00 |  |


| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 04 / 30$ | FNB Business Cheque Acc |  |

## "I" p 36

| FNB BUSINESS CHEQUE ACC: 62505753906 |  |  |  | nvoice/Statement | Number: 19 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Date |  | Description | Amount | Balance | Accrued Bank Charges |
| Opening Balance |  |  | $314,533.68 \mathrm{Cr}$ |  |  |
| 01 Apr | Magtape Debit | Afrihost A10216435 | 108.00 | $314,425.68 \mathrm{Cr}$ | 17.50 |
| 01 Apr | Magtape Debit | Afrihost A10216435 | 199.00 | $314,226.68 \mathrm{Cr}$ | 17.50 |
| 18 Apr | \#Monthly Account Fee |  | 65.00 | $314,161.68 \mathrm{Cr}$ |  |
| 18 Apr | \#Value Added Serv Fees |  | 0.74 | $314,160.94 \mathrm{Cr}$ |  |
| 18 Apr | \#Service Fees |  | 35.00 | $314,125.94 \mathrm{Cr}$ |  |

Closing Balance
$314,125.94 \mathrm{Cr}$
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

Pay as You use Pricing Option (Refer to Business Pricing Guide on www.fnb.co.za for more)

\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 04 / 30$ | FNB Business Cheque Acc |  |

BBST20
BBST20 010476
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL 2191

- Woodmead "|" D 37

Wendywood 214
Wendywood 2144
Shop U17 \& U18
Street Address Shop U17 \& U18, Woodmead Drive
Branch Code 250955
요 (011) 656-2727
瑥 (011) 656-0145
Customer VAT Registration Number : Not Provided Bank VAT Registration Number : 4210102051 Copy Tax Invoice/Statement Number : 20

Total VAT Charged : R 434.00 Dr
Statement Period : 30 April 2016 to 30 May 2016
Statement Date : 30 May 2016

## Gold Business Account 62505753906

Summary in Rand

| Opening Balance |  | $314,125.94$ <br> Cr <br> Funds Received (Credits) |
| :--- | :--- | ---: |
| Cash Deposits | $\mathbf{0}$ | $46,252,652.00 \mathrm{Cr}$ |
| Other Deposits | 0 | 0.00 |
| Inter-Account Transfers In | 0 | 0.00 |
| Electronic Payments Received | 1 | $46,252,652.00 \mathrm{Cr}$ |


|  |  |
| :---: | :---: |
| $\bigcirc$ e-Mail | info@fnb.co.za |
| (71) Web | fnb.co.za |
| \% Lost Cards | 087-575-9406 |
| \% Account Enquiries | 087-575-9479 |
| Tㅡㄹ Fraud | 087-311-8607 |


| Funds Used (Debits) | 8 | $\mathbf{4 6 , 2 3 8 , 8 8 7 . 0 0 ~ D r ~}$ |
| :--- | :--- | :---: |
| Cash Withdrawals (Branch) | 0 | 0.00 |


| Cash Withdrawals (Other) | 0 | 0.00 |
| :--- | :---: | :---: |
| Cheques Processed (Non Cash) | 0 | 0.00 |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr |
| Account Payments | 1 | $1,500.00 \mathrm{Dr}$ |
| Inter-Account Transfers Out | 5 | $46,237,080.00 \mathrm{Dr}$ |
| Card Purchases (Swipes) | 0 | 0.00 |
| Fuel Purchases | 0 | 0.00 |
| Bank Charges | 10 | $3,533.95 \mathrm{Dr}$ |
| Service Fees | 2 | 108.95 Dr |
| Cash Deposit Fees | 0 | 0.00 |
| Cash Handling Fees | 0 | 0.00 |
| Internet Fees | 0 | 0.00 |
| Other Fees | 8 | $3,425.00 \mathrm{Dr}$ |

Ensure that your business is tax compliant.
Update your VAT details easily on our website.
Debit Interest Rates (Usury)

| $17.00 \%$ |
| :--- |
| Interest Earned on Credit Balance |
| R1-R4999 |
| R5000+ |
|  |
|  |
|  |$\quad 0.00 \%$

Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :--- |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance | $\mathbf{3 2 4 , 3 5 6 . 9 9 ~ \mathbf { ~ r ~ }}$ |  |
| Overdraft Limit | 0.00 |  |


| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 05 / 30$ | Gold Business Account |  |

## "I" p 38

GOLD BUSINESS ACCOUNT: 62505753906 Tax Invoice/Statement Number: 20

| Date | Description | Amount | Balance | Accrued <br> Bank <br> Charges |
| :---: | :---: | :---: | :---: | :---: |

Opening Balance

| 03 May | Magtape Debit | Afrihost A10216435 |  | 108.00 | $314,017.94 \mathrm{Cr}$ | 17.50 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 03 May | Magtape Debit | Afrihost A10216435 |  | 199.00 | $313,818.94 \mathrm{Cr}$ | 17.50 |
| 04 May | Internet Pmt To | Synergy Accounting | Estina | 1,500.00 | $312,318.94 \mathrm{Cr}$ |  |
| 05 May | General Credit - Domestic Trea | Basi01fsagric, Dbno:0 | $1605054442 \mathrm{np6071}$ | $46,252,652.00 \mathrm{Cr}$ | $46,564,970.94 \mathrm{Cr}$ |  |
| 09 May | Outward Swift | R016ef2ge0 Gateway L |  | 4,577,280.00 | 41,987,690.94 Cr |  |
| 09 May | \#Forex Fee | \#R016ef2ge0 Swift Com |  | 735.00 | 41,986,955.94 Cr |  |
| 09 May | \#Forex Fee | \#R016ef2ge0 Swift Fee |  | 120.00 | 41,986,835.94 Cr |  |
| 11 May | Opening Transfer To | Transfer To 62611308 | 308554 | 5,500,000.00 | $36,486,835.94 \mathrm{Cr}$ |  |
| 11 May | Outward Swift | R016ef44g0 Gateway L |  | 4,575,000.00 | 31,911,835.94 Cr |  |
| 11 May | \#Forex Fee | \#R016ef44g0 Swift Fee |  | 120.00 | $31,911,715.94 \mathrm{Cr}$ |  |
| 11 May | \#Forex Fee | \#R016ef44g0 Swift Com |  | 735.00 | $31,910,980.94 \mathrm{Cr}$ |  |
| 17 May | Outward Swift | R016er43w0 Invoice 40 | G Gateway Limi | 29,678,000.00 | 2,232,980.94 Cr |  |
| 17 May | \#Forex Fee | \#R016er43w0 Swift Co |  | 740.00 | 2,232,240.94 Cr |  |
| 17 May | \#Forex Fee | \#R016er43w0 Swift Fe |  | 120.00 | 2,232,120.94 Cr |  |
| 18 May | Outward Swift | R016es2s40 Gateway |  | 1,906,800.00 | $325,320.94 \mathrm{Cr}$ |  |
| 18 May | \#Forex Fee | \#R016es2s40 Swift Co |  | 735.00 | $324,585.94 \mathrm{Cr}$ |  |
| 18 May | \#Forex Fee | \#R016es2s40 Swift Fee |  | 120.00 | $324,465.94 \mathrm{Cr}$ |  |
| 18 May | Electronic Payments | Bis/Int 1 On True Tierin |  | 0.00 | $324,465.94 \mathrm{Cr}$ | 8.95 |
| 18 May | \#Monthly Account Fee |  |  | 65.00 | $324,400.94 \mathrm{Cr}$ |  |
| 18 May | \#Service Fees |  |  | 43.95 | $324,356.99 \mathrm{Cr}$ |  |

Closing Balance

314,125.94 Cr
$324,356.99 \mathrm{Cr}$

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

Pay as You use Pricing Option (Refer to the Business Pricing Guide on our website for more information)

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First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/TT/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 05 / 30$ | Gold Business Account |  |

BBST21
ESTINA (PTY) ${ }^{130676}$
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL 2191
$\Delta$ Woodmead "I" P 39
Wendywood 2144
Street Address Shop U17 \& U18, Woodmead Drive
Branch Code 250955

- (011) 656-2727

䍖 (011) 656-0145
Customer VAT Registration Number : Not Provided Bank VAT Registration Number : 4210102051 Copy Tax Invoice/Statement Number : 21

Total VAT Charged : R 13.38 Dr
Statement Period : 30 May 2016 to 30 June 2016
Statement Date : 30 June 2016


Page 1 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA
921

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 06 / 30$ | Gold Business Account |  |

399626

## "I" p 40

| GOLD BUSINESS ACCOUNT: 62505753906 |  |  |  | Invoice/Statement | Number: 21 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Date |  | Description | Amount | Balance | Accrued Bank Charges |
| Opening Balance |  |  | $324,356.99 \mathrm{Cr}$ |  |  |
| 01 Jun | Realtime Credit | Binink Btw46502571670419612952 | 24,578.43 Cr | $348,935.42 \mathrm{Cr}$ |  |
| 01 Jun | Magtape Debit | Afrihost A10216435 | 108.00 | $348,827.42 \mathrm{Cr}$ | 17.50 |
| 01 Jun | Magtape Debit | Afrihost A10216435 | 199.00 | $348,628.42 \mathrm{Cr}$ | 17.50 |
| 13 Jun | Internet Pmt To | Pretorius \& Bosman Ap 0563 | 61,056.54 | $287,571.88 \mathrm{Cr}$ |  |
| 18 Jun | Electronic Payments | Bis/lnt 1 On True Tiering $=8.95$ | 0.00 | $287,571.88 \mathrm{Cr}$ | 8.95 |
| 18 Jun | \#Monthly Account Fee |  | 65.00 | $287,506.88 \mathrm{Cr}$ |  |
| 18 Jun | \#Service Fees |  | 43.95 | $287,462.93 \mathrm{Cr}$ |  |

## Closing Balance

## 287,462.93 Cr

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

Pay as You use Pricing Option (Refer to the Business Pricing Guide on our website for more information)

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First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 06 / 30$ | Gold Business Account |  |

$\triangle$ Woodmead "I'" D 41
Nindywod 2144
Street Address Shop U17 \& U18, Woodmead Drive
Branch Code 250955

- (011) 656-2727

眴 (011) 656-0145

Customer VAT Registration Number : Not Provided Bank VAT Registration Number : 4210102051

BBST22
ESTINA (PTY) ${ }^{131523}$
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL 2191

Copy Tax Invoice/Statement Number : 22
Total VAT Charged : R 12.77 Dr
Statement Period : 30 June 2016 to 30 July 2016
Statement Date : 30 July 2016

## Gold Business Account 62505753906

| Summary in Rand | ZAR |  |
| :--- | :--- | :---: |
| Opening Balance | $\mathbf{2 8 7 , 4 6 2 . 9 3} \mathbf{~ C r}$ |  |
| Funds Received (Credits) | $\mathbf{1}$ | $\mathbf{1 , 0 0 0 , 0 0 0 . 0 0 ~} \mathrm{Cr}$ |
| Cash Deposits | 0 | 0.00 |
| Other Deposits | 0 | 0.00 |
| Inter-Account Transfers In | 1 | $1,000,000.00 \mathrm{Cr}$ |
| Electronic Payments Received | 0 | 0.00 |


|  |  |
| :---: | :---: |
| e-Mail | info@fnb.co.za |
| (\%) Web | fnb.co.za |
| \% Lost Cards | 087-575-9406 |
| \% Account Enquiries | 087-575-9479 |
| \% Fraud | 087-311-8607 |

Funds Used (Debits) $\quad 7 \quad 1,249,207.00 \mathrm{Dr}$

|  |  |  |
| :---: | :---: | :---: |
| Cash Withdrawals (Branch) | 0 | 0.00 |
| Cash Withdrawals (Other) | 0 | 0.00 |
| Cheques Processed (Non Cash) | 0 | 0.00 |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr |
| Account Payments | 5 | 1,248,900.00 Dr |
| Inter-Account Transfers Out | 0 | 0.00 |
| Card Purchases (Swipes) | 0 | 0.00 |
| Fuel Purchases | 0 | 0.00 |
| Bank Charges | 2 | 104.00 Dr |
| Service Fees | 2 | 104.00 Dr |
| Cash Deposit Fees | 0 | 0.00 |
| Cash Handling Fees | 0 | 0.00 |
| Internet Fees | 0 | 0.00 |
| Other Fees | 0 | 0.00 |

Ensure that your business is tax compliant. Update your VAT details easily on our website.

Debit interest Rates (Usury)
24.00\%

Interest Earned on Credit Balan
R1-R4999 0.00\% R5000+ 0.00\%

Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :--- |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |

## Closing Balance



Overdraft Limit

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 07 / 30$ | Gold Business Account |  |

## "I" p 42

GOLD BUSINESS ACCOUNT: 62505753906
Tax Invoice/Statement Number: 22

GOLD BUSINESS ACCOUNT: 62505753906 \begin{tabular}{c|c|c|c|}
\& Tax Invoice/Statement Number : 22 <br>

| Date | Description | Amount | Balance |
| :---: | :---: | :---: | :---: |
| Bank |  |  |  |
| Charges |  |  |  | <br>

\hline
\end{tabular}

| 01 Jul | Magtape Debit | Afrihost A10216435 |  | 108.00 | 287,354.93 Cr | 17.50 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01 Jul | Magtape Debit | Afrihost A10216435 |  | 199.00 | $287,155.93 \mathrm{Cr}$ | 17.50 |
| 18 Jul | \#Monthly Account Fee |  |  | 69.00 | 287,086.93 Cr |  |
| 18 Jul | \#Service Fees |  |  | 35.00 | $287,051.93 \mathrm{Cr}$ |  |
| 27 Jul | Internet Pmt To | Synergy Accounting | Estina | 6,300.00 | $280,751.93 \mathrm{Cr}$ |  |
| 27 Jul | Internet Pmt To | Tpas CC | Estina | 34,200.00 | $246,551.93 \mathrm{Cr}$ |  |
| 28 Jul | Internet Trf From | Call |  | 1,000,000.00 Cr | 1,246,551.93 Cr |  |
| 28 Jul | Internet Pmt To | SARS VAT | 4650257167vc2016064 | 1,000,000.00 | $246,551.93 \mathrm{Cr}$ |  |
| 28 Jul | Internet Pmt To | Hengil Pty Ltd | Estina | 140,000.00 | $106,551.93 \mathrm{Cr}$ |  |
| 28 Jul | Internet Pmt To | Tpas CC | Estina | 68,400.00 | $38,151.93 \mathrm{Cr}$ |  |
| 28 Jul | Notification - Email | Email Sending Fee | Tpas CC | 0.00 | $38,151.93 \mathrm{Cr}$ | 0.80 |
| 29 Jul | Notification - Email | Email Sending Fee | Tpas CC | 0.00 | $38,151.93 \mathrm{Cr}$ | 0.80 |

## Closing Balance

$38,151.93 \mathrm{Cr}$
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First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 07 / 30$ | Gold Business Account |  |

$\Delta$ Woodmead "I" p 43
Wendywood 2144
Street Address Shop U17 \& U18, Woodmead Drive
Branch Code 250955
監 (011) 656-2727
且 (011) 656-0145
Customer VAT Registration Number : Not Provided Bank VAT Registration Number : 4210102051

BBST23
ESTINA (PTY) 010679
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL 2191

Copy Tax Invoice/Statement Number : 23
Total VAT Charged : R 18.46 Dr
Statement Period : 30 July 2016 to 30 August 2016 Statement Date : 30 August 2016

## Gold Business Account 62505753906

| Summary in Rand | ZAR |  |
| :--- | :--- | :---: |
| Opening Balance | $38,151.93 \mathrm{Cr}$ |  |
| Funds Received (Credits) | $\mathbf{0}$ | $\mathbf{0 . 0 0}$ |
| Cash Deposits | 0 | 0.00 |
| Other Deposits | 0 | 0.00 |
| Inter-Account Transfers In | 0 | 0.00 |
| Electronic Payments Received | 0 | 0.00 |


|  |  |
| :---: | :---: |
| B e-Mail | info@fnb.co.za |
| (4i) Web | fnb.co.za |
| \% Lost Cards | 087-575-9406 |
| \% Account Enquiries | 087-575-9479 |
| 응 Fraud | 087-311-8607 |

Funds Used (Debits)
Cash Withdrawals (Branch)
Cash Withdrawals (Other)
Cheques Processed (Non Cash) Debit Orders/Scheduled Payments Account Payments Inter-Account Transfers Out Card Purchases (Swipes) Fuel Purchases

| Bank Charges | $\mathbf{3}$ | 150.35 Dr |
| :--- | :--- | :--- |
| Service Fees | 2 | 148.75 Dr |
| Cash Deposit Fees | 0 | 0.00 |
| Cash Handling Fees | 0 | 0.00 |
| Internet Fees | 0 | 0.00 |
| Other Fees | 1 | 1.60 Dr |

Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :---: |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance | $\mathbf{3 7 , 6 9 4 . 5 8 ~ C r}$ |  |
| Overdraft Limit | 0.00 |  |


| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 08 / 30$ | Gold Business Account |  |


| GOLD BUSINESS ACCOUNT: 62505753906 |  |  |  | nvoice/Statemen | Number : 23 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Date |  | Description | Amount | Balance | Accrued Bank Charges |
| Opening Balance |  |  |  | 38,151.93 Cr |  |
| 01 Aug | Magtape Debit | Afrihost A10216435 Bdb86vc | 108.00 | $38,043.93 \mathrm{Cr}$ | 17.50 |
| 01 Aug | Magtape Debit | Afrihost A10216435 8dbccvc | 199.00 | $37,844.93 \mathrm{Cr}$ | 17.50 |
| 18 Aug | Electronic Payments | $\mathrm{Bis} / \mathrm{lnt} 5$ On True Tiering $=44.75$ | 0.00 | $37,844.93 \mathrm{Cr}$ | 44.75 |
| 18 Aug | \#Monthly Account Fee |  | 69.00 | $37,775.93 \mathrm{Cr}$ |  |
| 18 Aug | \#Value Added Serv Fees |  | 1.60 | $37,774.33 \mathrm{Cr}$ |  |
| 18 Aug | \#Service Fees |  | 79.75 | $37,694.58 \mathrm{Cr}$ |  |

Closing Balance
$37,694.58 \mathrm{Cr}$
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

Pay as You use Pricing Option (Refer to the Business Pricing Guide on our website for more information)

| Monthly Account FeeCheque Deposit Fee | $\begin{aligned} & \text { R69.00 } \\ & \text { R40.00 } \end{aligned}$ | Cheque Service Fee Inward Unpaid Fee | R95.00 |  |  | <R50000 | <R150000 | >=R150000 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | R110.00 |  |  |  |  |  |
| Cash Deposits (Fees are quoted per R100 or part thereof) |  |  | <R5000 | <R10000 | <R15000 |  |  |  |
| Branch: | (Min fee per deposit R40.00) R8.40 plus |  | R2.810 | R1.580 | R1.580 | R1.480 | R1.250 | R1.250 |
| Bulk: | (Min fee per deposit R40.00) R5.00 plus |  | R2.590 | R1.770 | R1.770 | R1.470 | R1.100 | R1.100 |
| FNB ATM Advance: | R3.75 + R0.76 per R100 or part thereof |  |  |  |  |  |  |  |
| Cash Withdrawals (Fees are quoted per R100 or part thereof) |  |  | <R5000 | <R10000 | <R15000 | <R50000 | <R150000 | >=R150000 |
| Branch: | Cheque | Fee (min R40.00) plus | R2.930 | R2.070 | R2.070 | R1.710 | R1.590 | R1.590 |
| Bulk: | Cheque | Fee (min R40.00) plus | R2.700 | R1.980 | R1.980 | R1.640 | R1.520 | R1.520 |
| FNB ATM: | R3.95 + R1.45 per R100 or part thereof |  |  |  |  |  |  |  |

\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 08 / 30$ | Gold Business Account |  |

Customer VAT Registration Number : Not Provided Bank VAT Registration Number : 4210102051

BBST24
ESTINA (PTY) ${ }^{134501}$
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL
2191

Copy Tax Invoice/Statement Number : 24
Total VAT Charged : R 12.77 Dr
Statement Period : 30 August 2016 to 30 September 2016
Statement Date : 30 September 2016

Gold Business Account 62505753906

| Summary in Rand |  | ZAR |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Opening Balance |  | $37,694.58 \mathrm{Cr}$ |  |  |
| Funds Received (Credits) | 2 | 180,853.64 Cr | © e-Mail | info@fnb.co.za |
| Cash Deposits | 0 | 0.00 | (1) Web | fnb.co.za |
| Other Deposits | 0 | 0.00 | \% Lost Cards | 087-575-9406 |
| Inter-Account Transfers In | 1 | $180,406.38 \mathrm{Cr}$ | \% Account Enquiries | 087-575-9479 |
| Electronic Payments Received | 1 | 447.26 Cr | \% Fraud | 087-311-8607 |
| Funds Used (Debits) | 2 | 307.00 Dr |  |  |
| Cash Withdrawals (Branch) | 0 | 0.00 |  |  |
| Cash Withdrawals (Other) | 0 | 0.00 | Ensure that your business is Update your VAT details easil |  |
| Cheques Processed (Non Cash) | 0 | 0.00 |  |  |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | Debit Interest Rates (Usury) 24.00\% |  |
| Account Payments | 0 | 0.00 | $24.00 \%$ |  |
| Inter-Account Transfers Out | 0 | 0.00 |  |  |
| Card Purchases (Swipes) | 0 | 0.00 |  |  |
| Fuel Purchases | 0 | 0.00 |  |  |
| Bank Charges | 2 | 104.00 Dr |  |  |
| Service Fees | 2 | 104.00 Dr |  |  |
| Cash Deposit Fees | 0 | 0.00 |  |  |
| Cash Handling Fees | 0 | 0.00 |  |  |
| Internet Fees | 0 | 0.00 | 1 |  |
| Other Fees | 0 | 0.00 |  |  |

Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :--- |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |

## Closing Balance

218,137.22 Cr
Overdraft Limit
0.00

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 09 / 30$ | Gold Business Account |  |

GOLD BUSINESS ACCOUNT: 62505753906

| Date | Description | Amount | Balance | Accrued <br> Bank <br> Charges |
| :---: | :---: | :---: | :---: | :---: | :---: |

Opening Balance
37,694.58 Cr

| 31 Aug | Magtape Credit | Cashfocus Closure Of 408054771 | 447.26 Cr | $38,141.84 \mathrm{Cr}$ |
| :--- | :--- | :--- | :---: | :---: |
| 01 Sep | Magtape Debit | Afrihost A10216435 Bdb86vc | 108.00 | $38,033.84 \mathrm{Cr}$ |
| 01 Sep | Magtape Debit | Afrihost A10216435 8dbccvc | 199.00 | 17.50 |
| 16 Sep | Internet Trf From | Money Market | $180,406.38 \mathrm{Cr}$ | $27,834.84 \mathrm{Cr}$ |
| 17 Sep | \#Monthly Account Fee |  | 69.00 | 17.50 |
| 17 Sep | \#Service Fees | $218,241.22 \mathrm{Cr}$ |  |  |

Closing Balance
$218,137.22 \mathrm{Cr}$
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

Pay as You use Pricing Option (Refer to the Business Pricing Guide on our website for more information)

\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 09 / 30$ | Gold Business Account |  |

Customer VAT Registration Number : Not Provided Bank VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 25
Total VAT Charged : R 12.77 Dr
BBST25 021224
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL
2191

Gold Business Account 62505753906

| Summary in Rand ZAR |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Opening Balance |  | 218,137.22 Cr |  |  |
| Funds Received (Credits) | 1 | 133.45 Cr | -6 e-Mail | info@fnb.co.za |
| Cash Deposits | 0 | 0.00 | (1) Web | fnb.co.za |
| Other Deposits | 0 | 0.00 | \% Lost Cards | 087-575-9406 |
| Inter-Account Transfers In |  | 133.45 Cr | - Account Enquiries | 087-575-9479 |
| Electronic Payments Received | 0 | 0.00 | T- Fraud | 087-311-8607 |
| Funds Used (Debits) | 2 | 307.00 Dr |  |  |
| Cash Withdrawals (Branch) | 0 | 0.00 | Ensure that your business |  |
| Cash Withdrawals (Other) | 0 | 0.00 | Update your VAT details easi |  |
| Cheques Processed (Non Cash) | 0 | 0.00 | Debit Interest Rates (Usury) |  |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | 24.00\% |  |
| Account Payments | 2 | 0.00 |  |  |
| Inter-Account Transfers Out | 0 | 0.00 |  |  |
| Card Purchases (Swipes) | 0 | 0.00 |  |  |
| Fuel Purchases | 0 | 0.00 |  |  |
| Bank Charges | 2 | 104.00 Dr |  |  |
| Service Fees | 2 | 104.00 Dr |  |  |
| Cash Deposit Fees | 0 | 0.00 |  |  |
| Cash Handling Fees | 0 | 0.00 |  |  |
| Internet Fees | 0 | 0.00 | - |  |
| Other Fees | 0 | 0.00 |  |  |

Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :--- |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |

## Closing Balance

Overdraft Limit

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 10 / 29$ | Gold Business Account |  |

## "|" p 48

GOLD BUSINESS ACCOUNT: 62505753906
Tax Invoice/Statement Number : 25

| Date | Description |  |  | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Opening Balance |  |  |  | 218,137.22 Cr |  |  |
| 01 Oct | Magtape Debit | Afrihost A102 |  | 108.00 | 218,029.22 Cr | 17.50 |
| 01 Oct | Magtape Debit | Afrihost A10 |  | 199.00 | 217,830.22 Cr | 17.50 |
| 18 Oct | \#Monthly Account Fee |  |  | 69.00 | 217,761.22 Cr |  |
| 18 Oct | \#Service Fees |  |  | 35.00 | 217,726.22 Cr |  |
| 20 Oct | Rev Internet Pmt To | White Lion | Estina | 215,000.00 Cr | $432,726.22 \mathrm{Cr}$ |  |
| 20 Oct | Internet Trf From | Call Acc |  | 133.45 Cr | 432,859.67 Cr |  |
| 20 Oct | Internet Pmt To | White Lion | Estina | 215,000.00 | 217,859.67 Cr |  |

Closing Balance
$217,859.67 \mathrm{Cr}$
Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

Pay as You use Pricing Option (Refer to the Business Pricing Guide on our website for more information)

\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 10 / 29$ | Gold Business Account |  |

Customer VAT Registration Number : Not Provided Bank VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 26
Total VAT Charged : R 16.07 Dr
Statement Period : 29 October 2016 to 30 November 2016
Statement Date : 30 November 2016

BBST26 136849
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL
2191

Gold Business Account 62505753906
Summary in Rand ZAR

| Opening Balance |  | 217,859.67 Cr |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Funds Received (Credits) | 0 | 0.00 | $\bigcirc$ e-Mail | info@fnb.co.za |
| Cash Deposits | 0 | 0.00 | (1) Web | fnb.co.za |
| Other Deposits | 0 | 0.00 | \% Lost Cards | 087-575-9406 |
| Inter-Account Transfers In | 0 | 0.00 | \% Account Enquiries | 087-575-9479 |
| Electronic Payments Received | 0 | 0.00 | 들 Fraud | 087-311-8607 |
| Funds Used (Debits) | 3 | 215,404.00 Dr |  |  |
| Cash Withdrawals (Branch) | 0 | 0.00 | Ensure that your business Update your VAT details eas |  |
| Cash Withdrawals (Other) | 0 | 0.00 | Update your VAT details eas |  |
| Cheques Processed (Non Cash) | 0 | 0.00 | Debit Interest Rates (Usury) |  |
| Debit Orders/Scheduled Payments | 2 | 404.00 Dr | 24.00\% |  |
| Account Payments | 1 | 215,000.00 Dr |  |  |
| Inter-Account Transfers Out | 0 | 0.00 |  |  |
| Card Purchases (Swipes) | 0 | 0.00 |  |  |
| Fuel Purchases | 0 | 0.00 |  |  |
| Bank Charges | 2 | 130.85 Dr |  |  |
| Service Fees | 2 | 130.85 Dr |  |  |
| Cash Deposit Fees | 0 | 0.00 |  |  |
| Cash Handling Fees | 0 | 0.00 |  |  |
| Internet Fees | 0 | 0.00 | $\cdots$ |  |
| Other Fees | 0 | 0.00 |  |  |

Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :--- |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance | $\mathbf{2 , 3 2 4 . 8 2} \mathbf{~ C r}$ |  |
| Overdraft Limit | 0.00 |  |


| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 11 / 30$ | Gold Business Account |  |

## "I" p 50

GOLD BUSINESS ACCOUNT: 62505753906
Tax Invoice/Statement Number : 26

| GOLD BUSINESS ACCOUNT: 62505753906 |  |  |  | nvoice/Statemen | Number: 26 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Date |  | Description | Amount | Balance | Accrued Bank Charges |
| Opening Balance |  |  | 217,859.67 Cr |  |  |
| 31 Oct | Internet Pmt To | Pwe Trading Estina | 215,000.00 | 2,859.67 Cr |  |
| 01 Nov | Magtape Debit | Afrihost A10216435 8dbccvc | 199.00 | $2,660.67 \mathrm{Cr}$ | 17.50 |
| 01 Nov | Magtape Debit | Afrihost A10216435 Bdb86vc | 205.00 | 2,455.67 Cr | 17.50 |
| 18 Nov | Electronic Payments | $\mathrm{Bis} / \mathrm{Int} 3$ On True Tiering $=26.85$ | 0.00 | 2,455.67 Cr | 26.85 |
| 18 Nov | \#Monthly Account Fee |  | 69.00 | 2,386.67 Cr |  |
| 18 Nov | \#Service Fees |  | 61.85 | $2,324.82 \mathrm{Cr}$ |  |

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

Pay as You use Pricing Option (Refer to the Business Pricing Guide on our website for more information)

\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 11 / 30$ | Gold Business Account |  |

Customer VAT Registration Number : Not Provided Bank VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 27
Total VAT Charged : R 12.77 Dr
BBST27
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL
2191

## Gold Business Account 62505753906

| Summary in Rand | ZAR |  |
| :--- | :--- | :---: |
| Opening Balance | $\mathbf{2 , 3 2 4 . 8 2} \mathbf{~} \mathbf{~ r ~}$ |  |
| Funds Received (Credits) | $\mathbf{0}$ | $\mathbf{0 . 0 0}$ |
| Cash Deposits | 0 | 0.00 |
| Other Deposits | 0 | 0.00 |
| Inter-Account Transfers In | 0 | 0.00 |
| Electronic Payments Received | 0 | 0.00 |


| $\checkmark$ e-Mail | fo@fnb.co.za |
| :---: | :---: |
| (7) Web | fnb.co.za |
| \% Lost Cards | 087-575-9406 |
| 을 Account Enquiries | 087-575-9479 |
| \% Fraud | 087-311-8607 |


| Funds Used (Debits) | 2 | 307.00 Dr |  |
| :---: | :---: | :---: | :---: |
| Cash Withdrawals (Branch) | 0 | 0.00 | Ensure that your business is tax compliant. |
| Cash Withdrawals (Other) | 0 | 0.00 |  |
| Cheques Processed (Non Cash) | 0 | 0.00 | Debit Interest Rates (Usury) |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | 24.00\% |
| Account Payments | 0 | 0.00 |  |
| Inter-Account Transfers Out | 0 | 0.00 |  |
| Card Purchases (Swipes) | 0 | 0.00 |  |
| Fuel Purchases | 0 | 0.00 |  |
| Bank Charges | 2 | 104.00 Dr |  |
| Service Fees | 2 | 104.00 Dr |  |
| Cash Deposit Fees | 0 | 0.00 |  |
| Cash Handling Fees | 0 | 0.00 |  |
| Internet Fees | 0 | 0.00 | - |
| Other Fees | 0 | 0.00 |  |

## Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :--- |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance | $\mathbf{1 , 9 1 3 . 8 2 ~ C r}$ |  |
| Overdraft Limit | 0.00 |  |


| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 12 / 30$ | Gold Business Account |  |


| GOLD BUSINESS ACCOUNT: 62505753906 |  |  |  |  | Invoice/Statement Number : 27 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Date |  | Description | Amount | Balance | Accrued <br> Bank <br> Charges |
| Opening Balance |  |  |  | 2,324.82 Cr |  |
| 01 Dec | Magtape Debit | Afrihost A10216435 Bdb86vc | 108.00 | $2,216.82 \mathrm{Cr}$ | 17.50 |
| 01 Dec | Magtape Debit | Afrihost A10216435 8dbccvc | 199.00 | $2,017.82 \mathrm{Cr}$ | 17.50 |
| 17 Dec | \#Monthly Account Fee |  | 69.00 | $1,948.82 \mathrm{Cr}$ |  |
| 17 Dec | \#Service Fees |  | 35.00 | $1,913.82 \mathrm{Cr}$ |  |

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.
Pay as You use Pricing Option (Refer to the Business Pricing Guide on our website for more information)

\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $16 / 12 / 30$ | Gold Business Account |  |

Customer VAT Registration Number : Not Provided Bank VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 28
Total VAT Charged : R 12.77 Dr
BBST28
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL
2191

## Gold Business Account 62505753906

| Summary in Rand | ZAR |  |
| :--- | :--- | :---: |
| Opening Balance | $\mathbf{1 , 9 1 3 . 8 2} \mathbf{C r}$ |  |
| Funds Received (Credits) | $\mathbf{0}$ | $\mathbf{0 . 0 0}$ |
| Cash Deposits | 0 | 0.00 |
| Other Deposits | 0 | 0.00 |
| Inter-Account Transfers In | 0 | 0.00 |
| Electronic Payments Received | 0 | 0.00 |


|  |  |
| :---: | :---: |
| $\checkmark$ e-Mail | info@fnb.co.za |
| (-1) Web | fnb.co.za |
| \% Lost Cards | 087-575-9406 |
| \% Account Enquiries | 087-575-9479 |
| Tㅡㄹ Fraud | 087-311-8607 |


| Funds Used (Debits) | 2 | 307.00 Dr |  |
| :---: | :---: | :---: | :---: |
| Cash Withdrawals (Branch) | 0 | 0.00 | Ensure that your business is tax compliant. |
| Cash Withdrawals (Other) | 0 | 0.00 |  |
| Cheques Processed (Non Cash) | 0 | 0.00 | Debit Interest Rates (Usury) |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | 24.00\% |
| Account Payments | 0 | 0.00 |  |
| Inter-Account Transfers Out | 0 | 0.00 |  |
| Card Purchases (Swipes) | 0 | 0.00 |  |
| Fuel Purchases | 0 | 0.00 |  |
| Bank Charges | 2 | 104.00 Dr |  |
| Service Fees | 2 | 104.00 Dr |  |
| Cash Deposit Fees | 0 | 0.00 |  |
| Cash Handling Fees | 0 | 0.00 |  |
| Internet Fees | 0 | 0.00 | , |
| Other Fees | 0 | 0.00 |  |

## Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :--- |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance | $\mathbf{1 , 5 0 2 . 8 2} \mathbf{~ C r}$ |  |
| Overdraft Limit | 0.00 |  |


| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $17 / 01 / 30$ | Gold Business Account |  |

GOLD BUSINESS ACCOUNT: 62505753906 Tax Invoice/Statement Number : 28

| Date | Description | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: |

Opening Balance

| 03 Jan | Magtape Debit | Afrihost A10216435 Bdb86vc | $1,913.82 \mathrm{Cr}$ |  |
| :--- | :--- | :--- | ---: | ---: | ---: |
| 03 Jan | Magtape Debit | Afrihost A10216435 8dbccvc | 108.00 | $1,805.82 \mathrm{Cr}$ |
| 18 Jan | \#Monthly Account Fee | 199.00 | 17.50 |  |
| 18 Jan | \#Service Fees | 69.00 | $1,606.82 \mathrm{Cr}$ |  |
| $1,537.82 \mathrm{Cr}$ | $1,502.82 \mathrm{Cr}$ |  |  |  |

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.
Pay as You use Pricing Option (Refer to the Business Pricing Guide on our website for more information)

\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $17 / 01 / 30$ | Gold Business Account |  |

Customer VAT Registration Number : Not Provided Bank VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 29
Total VAT Charged : R 12.77 Dr
BBST29
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL
2191

## Gold Business Account 62505753906

| Summary in Rand |  | ZAR |
| :--- | :--- | :---: |
| Opening Balance |  | $\mathbf{1 , 5 0 2 . 8 2} \mathbf{C r}$ |
| Funds Received (Credits) | $\mathbf{0}$ | $\mathbf{0 . 0 0}$ |
| Cash Deposits | 0 | 0.00 |
| Other Deposits | 0 | 0.00 |
| Inter-Account Transfers In | 0 | 0.00 |
| Electronic Payments Received | 0 | 0.00 |


|  |  |
| :---: | :---: |
| $\checkmark$ e-Mail | info@fnb.co.za |
| (-1) Web | fnb.co.za |
| \% Lost Cards | 087-575-9406 |
| \% Account Enquiries | 087-575-9479 |
| Tㅡㄹ Fraud | 087-311-8607 |


| Funds Used (Debits) | 2 | 307.00 Dr |  |
| :---: | :---: | :---: | :---: |
| Cash Withdrawals (Branch) | 0 | 0.00 | Ensure that your business is tax compliant. |
| Cash Withdrawals (Other) | 0 | 0.00 |  |
| Cheques Processed (Non Cash) | 0 | 0.00 | Debit Interest Rates (Usury) |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | 24.00\% |
| Account Payments | 0 | 0.00 |  |
| Inter-Account Transfers Out | 0 | 0.00 |  |
| Card Purchases (Swipes) | 0 | 0.00 |  |
| Fuel Purchases | 0 | 0.00 |  |
| Bank Charges | 2 | 104.00 Dr |  |
| Service Fees | 2 | 104.00 Dr |  |
| Cash Deposit Fees | 0 | 0.00 |  |
| Cash Handling Fees | 0 | 0.00 |  |
| Internet Fees | 0 | 0.00 | , |
| Other Fees | 0 | 0.00 |  |

## Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :---: |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance | $\mathbf{1 , 0 9 1 . 8 2 ~ \mathbf { C r }}$ |  |
| Overdraft Limit | 0.00 |  |


| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $17 / 02 / 28$ | Gold Business Account |  |

## "|" p 56

GOLD BUSINESS ACCOUNT: 62505753906 Tax Invoice/Statement Number : 29

| Date | Description | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: |


| Opening Balance |  |  | 1,502.82 Cr |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 01 Feb | Magtape Debit | Afrihost A10216435 Bdb86vc | 108.00 | 1,394.82 Cr | 17.50 |
| 01 Feb | Magtape Debit | Afrihost A10216435 8dbccvc | 199.00 | $1,195.82 \mathrm{Cr}$ | 17.50 |
| 18 Feb | \#Monthly Account Fee |  | 69.00 | $1,126.82 \mathrm{Cr}$ |  |
| 18 Feb | \#Service Fees |  | 35.00 | $1,091.82 \mathrm{Cr}$ |  |

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done
during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that
it is correct.
Pay as You use Pricing Option (Refer to the Business Pricing Guide on our website for more information)

\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $17 / 02 / 28$ | Gold Business Account |  |

Customer VAT Registration Number : Not Provided Bank VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 30
Total VAT Charged : R 12.77 Dr
BBST30
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL
2191

## Gold Business Account 62505753906

| Summary in Rand | ZAR |  |
| :--- | :--- | :---: |
| Opening Balance |  | $\mathbf{1 , 0 9 1 . 8 2} \mathbf{C r}$ |
| Funds Received (Credits) | $\mathbf{0}$ | $\mathbf{0 . 0 0}$ |
| Cash Deposits | 0 | 0.00 |
| Other Deposits | 0 | 0.00 |
| Inter-Account Transfers In | 0 | 0.00 |
| Electronic Payments Received | 0 | 0.00 |


|  |  |
| :---: | :---: |
| $\checkmark$ e-Mail | info@fnb.co.za |
| (-1) Web | fnb.co.za |
| \% Lost Cards | 087-575-9406 |
| \% Account Enquiries | 087-575-9479 |
| Tㅡㄹ Fraud | 087-311-8607 |


| Funds Used (Debits) | 2 | 307.00 Dr |  |
| :---: | :---: | :---: | :---: |
| Cash Withdrawals (Branch) | 0 | 0.00 | Ensure that your business is tax compliant. Update your VAT details easily on our website. |
| Cash Withdrawals (Other) | 0 | 0.00 | Update your VAT details easily on our website. |
| Cheques Processed (Non Cash) | 0 | 0.00 | Debit Interest Rates (Usury) |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | 24.00\% |
| Account Payments | 0 | 0.00 |  |
| Inter-Account Transfers Out | 0 | 0.00 |  |
| Card Purchases (Swipes) | 0 | 0.00 |  |
| Fuel Purchases | 0 | 0.00 |  |
| Bank Charges | 2 | 104.00 Dr |  |
| Service Fees | 2 | 104.00 Dr |  |
| Cash Deposit Fees | 0 | 0.00 |  |
| Cash Handling Fees | 0 | 0.00 |  |
| Internet Fees | 0 | 0.00 | - |
| Other Fees | 0 | 0.00 |  |

## Other Entries

| Interest on Credit Balance | 0 | 0.00 |
| :--- | :--- | :---: |
| Interest on Debit Balance | 0 | 0.00 |
| Inward Unpaid Items | 0 | 0.00 |
| Unpaid Cheques and Debits | 0 | 0.00 |
| Refunds/Adjustments | 0 | 0.00 |
| Closing Balance | $\mathbf{6 8 0 . 8 2} \mathbf{~ C r}$ |  |
| Overdraft Limit |  | 0.00 |


| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $17 / 03 / 30$ | Gold Business Account |  |

## "|" p 58



GOLD BUSINESS ACCOUNT: 62505753906 \begin{tabular}{l}
Tax Invoice/Statement Number : 30 <br>

| Date | Description | Amount | Balance | Bank <br> Charges |
| :---: | :---: | :---: | :---: | :---: |

\end{tabular}

| Opening Balance |  |  |  | 1,091.82 Cr |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 01 Mar | Magtape Debit | Afrihost A10216435 Bdb86vc | 108.00 | 983.82 Cr | 17.50 |
| 01 Mar | Magtape Debit | Afrihost A10216435 8dbccvc | 199.00 | 784.82 Cr | 17.50 |
| 18 Mar | \#Monthly Account Fee |  | 69.00 | 715.82 Cr |  |
| 18 Mar | \#Service Fees |  | 35.00 | 680.82 Cr |  |

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.
Pay as You use Pricing Option (Refer to the Business Pricing Guide on our website for more information)

\# Inclusive of VAT @ 14.00\%
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $17 / 03 / 30$ | Gold Business Account |  |

Customer VAT Registration Number : Not Provided Bank VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 31
Total VAT Charged : R 12.77 Dr
BBST31
011440
*ESTINA (PTY) LTD
111 SHIMBALI SANDS NAVIASHA RD SUNNINGHILL
2191

Gold Business Account 62505753906

| Gold Business Account 6 | 539 |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Summary in Rand ZAR |  |  |  |  |
| Opening Balance |  | 680.82 Cr | Contact us |  |
| Funds Received (Credits) | 0 | 0.00 | © e-MailWeb | $\frac{i n f o @ f n b . c o . z a}{\text { fnb.co.za }}$ |
| Cash Deposits | 0 | 0.00 |  |  |
| Other Deposits | 0 | 0.00 | \% Lost Cards | 087-575-9406 |
| Inter-Account Transfers In | 0 | 0.00 | 앙ㄴ․ Account Enquiries | 087-575-9479 087-311-8607 |
| Electronic Payments Received | 0 | 0.00 |  |  |
| Funds Used (Debits) | 2 | 307.00 Dr |  |  |
| Cash Withdrawals (Branch) | 0 | 0.00 | Ensure that your business is Update your VAT details easily |  |
| Cash Withdrawals (Other) | 0 | 0.00 |  |  |
| Cheques Processed (Non Cash) | 0 | 0.00 | Debit Interest Rates (Usury) |  |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | 24.00\% |  |
| Account Payments | 0 | 0.00 |  |  |
| Inter-Account Transfers Out | 0 | 0.00 |  |  |
| Card Purchases (Swipes) | 0 | 0.00 |  |  |
| Fuel Purchases | 0 | 0.00 |  |  |
| Bank Charges | 2 | 104.00 Dr |  |  |
| Service Fees | 2 | 104.00 Dr |  |  |
| Cash Deposit Fees | 0 | 0.00 |  |  |
| Cash Handling Fees | 0 | 0.00 |  |  |
| Internet Fees | 0 | 0.00 | - |  |
| Other Fees | 0 | 0.00 |  |  |
| Other Entries |  |  |  |  |
| Interest on Credit Balance 00.00 |  |  |  |  |
| Interest on Debit Balance | 0 | 0.00 |  |  |
| Inward Unpaid Items | 0 | 0.00 |  |  |
| Unpaid Cheques and Debits | 0 | 0.00 |  |  |
| Refunds/Adjustments | 1 | 269.82 Dr |  |  |
| Closing Balance |  | 0.00 |  |  |
| Overdraft Limit |  | 0.00 |  |  |


| Gold Business Account 6 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Summary in Rand |  | ZAR |  |  |
| Opening Balance |  | 680.82 Cr |  |  |
| Funds Received (Credits) | 0 | 0.00 | $\bigcirc$ e-Mail | info@fnb.co.za |
| Cash Deposits | 0 | 0.00 | (10) Web | fnb.co.za |
| Other Deposits | 0 | 0.00 | \% Lost Cards |  |
| Inter-Account Transfers In | 0 | 0.00 | \% Account Enquiries | 087-575-9479 |
| Electronic Payments Received | 0 | 0.00 | \% Fraud |  |
| Funds Used (Debits) | 2 | 307.00 Dr |  |  |
| Cash Withdrawals (Branch) | 0 | 0.00 | Ensure that your business is Update your VAT details easily |  |
| Cash Withdrawals (Other) | 0 | 0.00 |  |  |
| Cheques Processed (Non Cash) | 0 | 0.00 | Debit Interest Rates (Usury) |  |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | $24.00 \%$ |  |
| Account Payments | 0 | 0.00 |  |  |
| Inter-Account Transfers Out | 0 | 0.00 |  |  |
| Card Purchases (Swipes) | 0 | 0.00 |  |  |
| Fuel Purchases | 0 | 0.00 |  |  |
| Bank Charges | 2 | 104.00 Dr |  |  |
| Service Fees | 2 | 104.00 Dr |  |  |
| Cash Deposit Fees | 0 | 0.00 |  |  |
| Cash Handling Fees | 0 | 0.00 |  |  |
| Internet Fees | 0 | 0.00 | - |  |
| Other Fees | 0 | 0.00 |  |  |
| Other Entries |  |  |  |  |
| Interest on Credit Balance | 0 | 0.00 |  |  |
| Interest on Debit Balance | 0 | 0.00 |  |  |
| Inward Unpaid Items | 0 | 0.00 |  |  |
| Unpaid Cheques and Debits | 0 | 0.00 |  |  |
| Refunds/Adjustments | 1 | 269.82 Dr |  |  |
| Closing Balance |  | 0.00 |  |  |
| Overdraft Limit |  | 0.00 |  |  |


| Gold Business Account 6 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Summary in Rand |  | ZAR |  |  |
| Opening Balance |  | 680.82 Cr |  |  |
| Funds Received (Credits) | 0 | 0.00 | $\bigcirc$ e-Mail | info@fnb.co.za |
| Cash Deposits | 0 | 0.00 | (10) Web | fnb.co.za |
| Other Deposits | 0 | 0.00 | \% Lost Cards |  |
| Inter-Account Transfers In | 0 | 0.00 | \% Account Enquiries | 087-575-9479 |
| Electronic Payments Received | 0 | 0.00 | \% Fraud |  |
| Funds Used (Debits) | 2 | 307.00 Dr |  |  |
| Cash Withdrawals (Branch) | 0 | 0.00 | Ensure that your business is Update your VAT details easily |  |
| Cash Withdrawals (Other) | 0 | 0.00 |  |  |
| Cheques Processed (Non Cash) | 0 | 0.00 | Debit Interest Rates (Usury) |  |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | $24.00 \%$ |  |
| Account Payments | 0 | 0.00 |  |  |
| Inter-Account Transfers Out | 0 | 0.00 |  |  |
| Card Purchases (Swipes) | 0 | 0.00 |  |  |
| Fuel Purchases | 0 | 0.00 |  |  |
| Bank Charges | 2 | 104.00 Dr |  |  |
| Service Fees | 2 | 104.00 Dr |  |  |
| Cash Deposit Fees | 0 | 0.00 |  |  |
| Cash Handling Fees | 0 | 0.00 |  |  |
| Internet Fees | 0 | 0.00 | - |  |
| Other Fees | 0 | 0.00 |  |  |
| Other Entries |  |  |  |  |
| Interest on Credit Balance | 0 | 0.00 |  |  |
| Interest on Debit Balance | 0 | 0.00 |  |  |
| Inward Unpaid Items | 0 | 0.00 |  |  |
| Unpaid Cheques and Debits | 0 | 0.00 |  |  |
| Refunds/Adjustments | 1 | 269.82 Dr |  |  |
| Closing Balance |  | 0.00 |  |  |
| Overdraft Limit |  | 0.00 |  |  |


| Gold Business Account 6 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Summary in Rand |  | ZAR |  |  |
| Opening Balance |  | 680.82 Cr |  |  |
| Funds Received (Credits) | 0 | 0.00 | $\bigcirc$ e-Mail | info@fnb.co.za |
| Cash Deposits | 0 | 0.00 | (10) Web | fnb.co.za |
| Other Deposits | 0 | 0.00 | \% Lost Cards |  |
| Inter-Account Transfers In | 0 | 0.00 | \% Account Enquiries | 087-575-9479 |
| Electronic Payments Received | 0 | 0.00 | \% Fraud |  |
| Funds Used (Debits) | 2 | 307.00 Dr |  |  |
| Cash Withdrawals (Branch) | 0 | 0.00 | Ensure that your business is Update your VAT details easily |  |
| Cash Withdrawals (Other) | 0 | 0.00 |  |  |
| Cheques Processed (Non Cash) | 0 | 0.00 | Debit Interest Rates (Usury) |  |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | $24.00 \%$ |  |
| Account Payments | 0 | 0.00 |  |  |
| Inter-Account Transfers Out | 0 | 0.00 |  |  |
| Card Purchases (Swipes) | 0 | 0.00 |  |  |
| Fuel Purchases | 0 | 0.00 |  |  |
| Bank Charges | 2 | 104.00 Dr |  |  |
| Service Fees | 2 | 104.00 Dr |  |  |
| Cash Deposit Fees | 0 | 0.00 |  |  |
| Cash Handling Fees | 0 | 0.00 |  |  |
| Internet Fees | 0 | 0.00 | - |  |
| Other Fees | 0 | 0.00 |  |  |
| Other Entries |  |  |  |  |
| Interest on Credit Balance | 0 | 0.00 |  |  |
| Interest on Debit Balance | 0 | 0.00 |  |  |
| Inward Unpaid Items | 0 | 0.00 |  |  |
| Unpaid Cheques and Debits | 0 | 0.00 |  |  |
| Refunds/Adjustments | 1 | 269.82 Dr |  |  |
| Closing Balance |  | 0.00 |  |  |
| Overdraft Limit |  | 0.00 |  |  |

Ensure that your business is tax compliant. Update your VAT details easily on our website.

Debit Interest Rates (Usury) 24.00\%

Debit Orders/Scheduled Payments


Account Payments
Inter-Account Transfers Out Card Purchases (Swipes) Fuel Purchases

| Gold Business Account 6 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Summary in Rand |  | ZAR |  |  |
| Opening Balance |  | 680.82 Cr |  |  |
| Funds Received (Credits) | 0 | 0.00 | $\bigcirc$ e-Mail | info@fnb.co.za |
| Cash Deposits | 0 | 0.00 | (10) Web | fnb.co.za |
| Other Deposits | 0 | 0.00 | \% Lost Cards |  |
| Inter-Account Transfers In | 0 | 0.00 | \% Account Enquiries | 087-575-9479 |
| Electronic Payments Received | 0 | 0.00 | \% Fraud |  |
| Funds Used (Debits) | 2 | 307.00 Dr |  |  |
| Cash Withdrawals (Branch) | 0 | 0.00 | Ensure that your business is Update your VAT details easily |  |
| Cash Withdrawals (Other) | 0 | 0.00 |  |  |
| Cheques Processed (Non Cash) | 0 | 0.00 | Debit Interest Rates (Usury) |  |
| Debit Orders/Scheduled Payments | 2 | 307.00 Dr | $24.00 \%$ |  |
| Account Payments | 0 | 0.00 |  |  |
| Inter-Account Transfers Out | 0 | 0.00 |  |  |
| Card Purchases (Swipes) | 0 | 0.00 |  |  |
| Fuel Purchases | 0 | 0.00 |  |  |
| Bank Charges | 2 | 104.00 Dr |  |  |
| Service Fees | 2 | 104.00 Dr |  |  |
| Cash Deposit Fees | 0 | 0.00 |  |  |
| Cash Handling Fees | 0 | 0.00 |  |  |
| Internet Fees | 0 | 0.00 | - |  |
| Other Fees | 0 | 0.00 |  |  |
| Other Entries |  |  |  |  |
| Interest on Credit Balance | 0 | 0.00 |  |  |
| Interest on Debit Balance | 0 | 0.00 |  |  |
| Inward Unpaid Items | 0 | 0.00 |  |  |
| Unpaid Cheques and Debits | 0 | 0.00 |  |  |
| Refunds/Adjustments | 1 | 269.82 Dr |  |  |
| Closing Balance |  | 0.00 |  |  |
| Overdraft Limit |  | 0.00 |  |  |

Statement Period : 30 March 2017 to 18 April 2017
Statement Date : 18 April 2017

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $17 / 04 / 18$ | Gold Business Account |  |

GOLD BUSINESS ACCOUNT: 62505753906
Tax Invoice/Statement Number : 31

| Date |  | Description | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Opening Balance |  | 680.82 Cr |  |  |
| 01 Apr | Magtape Debit | Afrihost A10216435 Bdb86vc | 108.00 | 572.82 Cr | 17.50 |
| 01 Apr | Magtape Debit | Afrihost A10216435 8dbccvc | 199.00 | 373.82 Cr | 17.50 |
| 18 Apr | \#Monthly Account Fee |  | 69.00 | 304.82 Cr |  |
| 18 Apr | \#Service Fees |  | 35.00 | 269.82 Cr |  |
| 18 Apr | Closeout Balance |  | 269.82 | 0.00 |  |

Closing Balance

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

Pay as You use Pricing Option (Refer to the Business Pricing Guide on our website for more information)


## \# Inclusive of VAT @ 14.00\%

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

Page 2 of 2
Delivery Method E1 R05 EN/30/NV/DDA AA

| Branch Number | Account Number | Date | DDA AA/BV/48/KY/00/BF/B9/C6/CK/N | FNBUS |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62505753906 | $17 / 04 / 18$ | Gold Business Account |  |

# TYPE: BARODA CURRENT ACCOUNT <br> A/C NO: 92020200000255 ZAR <br> PAGE: <br> 1 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS:
    cust_Acomu_addr1
    NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 10-07-2012 to 06-06-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 10-07-12 B/F |  |  | 0 |
| 31-07-12 DEP DT 31.07.2012 |  | 28000000.00 | 28000000.00 Cr |
| 31-07-12 FDR DT 31.07.2012 | 28000000.00 |  | 0.00 |
| 03-10-12 DEP DT 03.10 |  | 50000.00 | 50000.00 Cr |
| 03-10-12 INCORRECTLY DEPOSITED I | 50000.00 |  | 0.00 |
| 30-10-12 DEP DT 29.10.2012 |  | 70000.00 | 70000.00 Cr |
| 30-10-12 EFT | 150000.00 |  | 80000.00Dr |
| 30-10-12 EFT TRANSFER |  | 150000.00 | 70000.00 Cr |
| 31-10-12 92020200000255:Int.Pd:0 |  | 15.30 | 70015.30 Cr |
| 06-11-12 TRANSFER FROM K VASRAM |  | 1200000.00 | 1270015.30Cr |
| 08-11-12 BG CHARGES | 3420.00 |  | 1266595.30Cr |
| 08-11-12 100 CASH MARGIN | 1200000.00 |  | 66595.30 Cr |
| 08-11-12 BGNO.:9202IGFIN000312:C | 2.00 |  | 66593.30 Cr |
| 08-11-12 BGNO.:9202IGPER001012:C | 2.00 |  | 66591.30 Cr |
| 08-11-12 BGNO.:9202IGPER001112:C | 1.00 |  | 66590.30 Cr |
| 09-11-12 ENT DT 08.11.2012 BG RE |  | 5.00 | 66595.30 Cr |
| 26-11-12 EFT | 5.50 |  | 66589.80 Cr |
| 26-11-12 TRANSFER |  | 1200000.00 | 1266589.80 Cr |
| 26-11-12 EFT | 1200000.00 |  | 66589.80 Cr |
| 27-11-12 DEP DT 26.11.2012 |  | 60000.00 | 126589.80 Cr |
| 30-11-12 INT EARNED ON 03/189 |  | 416557.38 | 543147.18 Cr |
| 30-11-12 92020200000255:Int.Pd:0 |  | 555.01 | 543702.19 Cr |
| 03-12-12 RTL CHARGES | 670.00 |  | 543032.19 Cr |
| 04-12-12 SALARY DEP DT | 31550.58 |  | 511481.61 Cr |
| 31-12-12 92020200000255:Int.Pd:0 |  | 1743.38 | 513224.99 Cr |
| 03-01-13 RTL FEES | 385.00 |  | 512839.99 Cr |
| 31-01-13 92020200000255:Int.Pd:0 |  | 1742.33 | 514582.32 Cr |
| 28-02-13 92020200000255:Int.Pd:0 |  | 1579.00 | 516161.32 Cr |
| 28-03-13 92020200000255:Int.Pd:0 |  | 1753.53 | 517914.85 Cr |
| Page Total: | 30636036.08 | 31153950.93 | 517914.85 Cr |

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.

# TYPE: BARODA CURRENT ACCOUNT <br> A/C NO: 92020200000255 ZAR PAGE: <br> 2 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu_addr1
    NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 10-07-2012 to 06-06-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 19-04-13 CREDIT IN NEDBANK |  | 10000000.00 | 10517914.85 Cr |
| 19-04-13 TRFD TO FDR ACCOUNT | 10000000.00 |  | 517914.85 Cr |
| 22-04-13 CREDIT IN NEDBANK |  | 24950000.00 | 25467914.85 Cr |
| 22-04-13 TRFD TO FDR ACCOUNT | 25000000.00 |  | 467914.85 Cr |
| 23-04-13 TRFD FROM NED BANK |  | 50000.00 | 517914.85 Cr |
| 29-04-13 DEPT IN NEDBK |  | 30000000.00 | 30517914.85 Cr |
| 30-04-13 92020200000255:Int.Pd:0 |  | 8272.60 | 30526187.45 Cr |
| 06-05-13 FD FOR 12M | 30000000.00 |  | 526187.45 Cr |
| 31-05-13 92020200000255:Int.Pd:0 |  | 18225.95 | 544413.40 Cr |
| 28-06-13 92020200000255:Int.Pd:0 |  | 1789.85 | 546203.25 Cr |
| 30-07-13 INT ON FD 03/189 |  | 1694000.00 | 2240203.25 Cr |
| 30-07-13 INT EFT | 1694000.00 |  | 546203.25 Cr |
| 31-07-13 INT 03/245 |  | 147945.21 | 694148.46Cr |
| 31-07-13 92020200000255:Int.Pd:0 |  | 1871.81 | 696020.27Cr |
| 19-08-13 INT REVERSED 03/189 | 416557.38 |  | 279462.89 Cr |
| 30-08-13 92020200000255:Int.Pd:0 |  | 1771.11 | 281234.00 Cr |
| 04-09-13 92020300000207 : Closur |  | 2000000.00 | 2281234.00 Cr |
| 04-09-13 92020300000282 : Closur |  | 28000000.00 | 30281234.00 Cr |
| 04-09-13 EFT | 30000000.00 |  | 281234.00 Cr |
| 05-09-13 IN ON 03/282 |  | 119000.00 | 400234.00Cr |
| 05-09-13 INT ON 03/207 |  | 113750.00 | 513984.00 Cr |
| 20-09-13 92020300000249: Closur |  | 30000000.00 | 30513984.00 Cr |
| 20-09-13 TR TO EFT | 30000000.00 |  | 513984.00 Cr |
| 23-09-13 INTEREST PAID ON FDR |  | 785342.47 | 1299326.47 Cr |
| 23-09-13 EFT TO NEDBANK | 785342.47 |  | 513984.00 Cr |
| 30-09-13 92020200000255:Int.Pd:0 |  | 1587.78 | 515571.78 Cr |
| 03-10-13 INT OF 03/245 |  | 106849.00 | 622420.78 Cr |
| 03-10-13 INT 03/245 |  | 721233.00 | 1343653.78 Cr |
| 09-10-13 EFT TO NEDBANK | 1000000.00 |  | 343653.78 Cr |
| Page Total: | 128895899.85 | 128721638.78 | 343653.78 Cr |

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.

# TYPE: BARODA CURRENT ACCOUNT A/C NO: 92020200000255 ZAR <br> PAGE: <br> 3 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS:
    cust_Acomu_addr1
    NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 10-07-2012 to 06-06-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 14-10-13 92020300000297 : Closur |  | 25000000.00 | 25343653.78 Cr |
| 14-10-13 92020300000300 : Closur |  | 10000000.00 | 35343653.78 Cr |
| 14-10-13 06/330 | 19593066.61 |  | 15750587.17Cr |
| 14-10-13 06/295 | 9577673.94 |  | 6172913.23 Cr |
| 14-10-13 06/297 | 4035131.31 |  | 2137781.92Cr |
| 14-10-13 TR TO NED | 2000000.00 |  | 137781.92Cr |
| 14-10-13 INT ON 03/297 03/300 |  | 79246.00 | 217027.92Cr |
| 15-10-13 EFT TO NEDBANK | 200000.00 |  | 17027.92Cr |
| 31-10-13 92020200000255:Int.Pd:0 |  | 1240.31 | 18268.23Cr |
| 29-11-13 92020200000255:Int.Pd:0 |  | 60.06 | 18328.29Cr |
| 20-12-13 DEPT ON 20.12.2013 |  | 10000000.00 | 10018328.29Cr |
| 23-12-13 DEPOSIT IN NEDBANK |  | 15000000.00 | 25018328.29Cr |
| 30-12-13 FD FOR 107 DAYS | 25000000.00 |  | 18328.29Cr |
| 31-12-13 [92020300000314] :20-12 |  | 48972.60 | 67300.89Cr |
| 31-12-13 92020200000255:Int.Coll | 11698.02 |  | 55602.87 Cr |
| 31-12-13 92020200000255:Int.Pd:0 |  | 61.61 | 55664.48 Cr |
| 10-01-14 TRFD TO LOAN ACCOUNT | 2780.82 |  | 52883.66 Cr |
| 14-01-14 92020300000314 : Closur |  | 62328.77 | 115212.43Cr |
| 14-01-14 92020300000314 : Closur |  | 25000000.00 | 25115212.43Cr |
| 14-01-14 CLOSE 06/359 | 14038937.03 |  | 11076275.40 Cr |
| 14-01-14 EFT TO NEDBANK | 11000000.00 |  | 76275.40Cr |
| 31-01-14 92020200000255:Int.Pd:0 |  | 228.55 | 76503.95Cr |
| 28-02-14 92020200000255:Int.Pd:0 |  | 234.77 | 76738.72Cr |
| 31-03-14 92020200000255:Int.Pd:0 |  | 260.70 | 76999.42Cr |
| 30-04-14 92020200000255:Int.Pd:0 |  | 253.15 | 77252.57 Cr |
| 30-05-14 92020200000255:Int.Pd:0 |  | 262.45 | 77515.02 Cr |
| 30-06-14 92020200000255:Int.Pd:0 |  | 254.84 | 77769.86 Cr |
| 10-07-14 TO AMOUNT TRANSFERED TO | 22188.36 |  | 55581.50Cr |
| 31-07-14 CREDIT IN NEDBANK |  | 5500000.00 | 5555581.50 Cr |
| Page Total: | 85481476.09 | 90693403.81 | 5555581.50 Cr |

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.

# TYPE: BARODA CURRENT ACCOUNT <br> A/C NO: 92020200000255 ZAR <br> PAGE: <br> 4 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS:
    cust_Acomu_addr1
    NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA
```

ACCOUNT ADDRESS:
111 SHIMBALI SANDS NAVIASHA ROAD SUNNINGHILL JOHANNESBURG JOHANNESBURG, SOUTH AFRICA SOUTH AFRICA

STATEMENT OF ACCOUNT FOR THE PERIOD OF 10-07-2012 to 06-06-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 31-07-14 CREDIT IN NEDBANK |  | 5500000.00 | 11055581.50Cr |
| 31-07-14 CREDIT IN NEDBANK | 5500000.00 |  | 5555581.50 Cr |
| 31-07-14 TO AMT TRANSFERED TO LO | 5500000.00 |  | 55581.50 Cr |
| 31-07-14 92020200000255:Int.Pd:0 |  | 210.71 | 55792.21Cr |
| 19-08-14 CREDIT IN NEDBANK |  | 8000000.00 | 8055792.21 Cr |
| 20-08-14 CREDIT IN NEDBANK |  | 7000000.00 | 15055792.21Cr |
| 21-08-14 TO AMOUNT TRFD TO KAMAL | 15000000.00 |  | 55792.21Cr |
| 29-08-14 92020200000255:Int.Pd:0 |  | 2710.11 | 58502.32 Cr |
| 30-09-14 92020200000255:Int.Pd:0 |  | 192.34 | 58694.66 Cr |
| 31-10-14 92020200000255:Int.Pd:0 |  | 199.40 | 58894.06 Cr |
| 24-11-14 AS PER INSTRUCTION OF T |  | 249534.25 | 308428.31Cr |
| 28-11-14 92020300000350 : Closur |  | 15000000.00 | 15308428.31Cr |
| 28-11-14 TRFD TO NEW FIXED DEPOS | 15000000.00 |  | 308428.31 Cr |
| 28-11-14 92020200000255:Int.Pd:0 |  | 385.05 | 308813.36 Cr |
| 31-12-14 92020200000255:Int.Pd:0 |  | 1049.12 | 309862.48 Cr |
| 30-01-15 92020200000255:Int.Pd:0 |  | 1052.68 | 310915.16 Cr |
| 27-02-15 92020200000255:Int.Pd:0 |  | 954.04 | 311869.20 Cr |
| 31-03-15 92020200000255:Int.Pd:0 |  | 1059.50 | 312928.70 Cr |
| 30-04-15 92020200000255:Int.Pd:0 |  | 1028.81 | 313957.51 Cr |
| 29-05-15 92020200000255:Int.Pd:0 |  | 1066.60 | 315024.11 Cr |
| 03-06-15 FDR INTEREST 03/389 |  | 483493.15 | 798517.26Cr |
| 12-06-15 PRINCIPAL AMOUNT OF 03/ |  | 15000000.00 | 15798517.26Cr |
| 12-06-15 FDR 03/507 | 15000000.00 |  | 798517.26Cr |
| 30-06-15 92020200000255:Int.Pd:0 |  | 2519.40 | 801036.66 Cr |
| 31-07-15 92020200000255:Int.Pd:0 |  | 2721.33 | 803757.99 Cr |
| 05-08-15 92020300000507 : Closur |  | 184315.07 | 988073.06 Cr |
| 05-08-15 92020300000507 : Closur |  | 15000000.00 | 15988073.06 Cr |
| 05-08-15 EFT TO FNB ACCOUNT | 15790000.00 |  | 198073.06 Cr |
| 31-08-15 92020200000255:Int.Pd:0 |  | 938.72 | 199011.78Cr |
| Page Total: | 71790000.00 | 66433430.28 | 199011.78Cr |

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.

# TYPE: BARODA CURRENT ACCOUNT <br> A/C NO: 92020200000255 ZAR <br> PAGE: <br> 5 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu__addr1
    NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 10-07-2012 to 06-06-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 30-09-15 92020200000255:Int.Pd:0 |  | 654.28 | 199666.06 Cr |
| 30-10-15 92020200000255:Int.Pd:0 |  | 678.32 | 200344.38 Cr |
| 30-11-15 92020200000255:Int.Pd:0 |  | 658.66 | 201003.04Cr |
| 31-12-15 92020200000255:Int.Pd:0 |  | 682.94 | 201685.98Cr |
| 26-01-16 EFT TO FNB ACCOUNT | 200000.00 |  | 1685.98 Cr |
| 26-01-16 EFT CHARGES | 20.00 |  | 1665.98Cr |
| 29-01-16 92020200000255:Int.Pd:0 |  | 552.14 | 2218.12Cr |
| 29-02-16 92020200000255:Int.Pd:0 |  | 7.09 | 2225.21Cr |
| 31-03-16 92020200000255:Int.Pd:0 |  | 7.54 | 2232.75Cr |
| 29-04-16 92020200000255:Int.Pd:0 |  | 7.33 | 2240.08 Cr |
| 31-05-16 92020200000255:Int.Pd:0 |  | 7.58 | 2247.66 Cr |
| 30-06-16 92020200000255:Int.Pd:0 |  | 7.37 | 2255.03 Cr |
| 29-07-16 92020200000255:Int.Pd:0 |  | 7.64 | 2262.67 Cr |
| 31-08-16 92020200000255:Int.Pd:0 |  | 7.67 | 2270.34 Cr |
| 30-09-16 92020200000255:Int.Pd:0 |  | 7.44 | 2277.78Cr |
| 31-10-16 92020200000255:Int.Pd:0 |  | 7.72 | 2285.50 Cr |
| 30-11-16 92020200000255:Int.Pd:0 |  | 7.49 | 2292.99 Cr |
| 30-12-16 92020200000255:Int.Pd:0 |  | 7.77 | 2300.76 Cr |
| 31-01-17 92020200000255:Int.Pd:0 |  | 7.82 | 2308.58 Cr |
| 28-02-17 92020200000255:Int.Pd:0 |  | 7.08 | 2315.66 Cr |
| 31-03-17 92020200000255:Int.Pd:0 |  | 7.87 | 2323.53 Cr |
| 28-04-17 92020200000255:Int.Pd:0 |  | 7.64 | 2331.17 Cr |
| 31-05-17 92020200000255:Int.Pd:0 |  | 7.92 | 2339.09 Cr |
| 30-06-17 92020200000255:Int.Pd:0 |  | 7.69 | 2346.78 Cr |
| 31-07-17 92020200000255:Int.Pd:0 |  | 7.97 | 2354.75 Cr |
| 31-08-17 92020200000255:Int.Pd:0 |  | 8.00 | 2362.75 Cr |
| 29-09-17 92020200000255:Int.Pd:0 |  | 7.77 | 2370.52 Cr |
| 31-10-17 92020200000255:Int.Pd:0 |  | 8.05 | 2378.57 Cr |
| 30-11-17 92020200000255:Int.Pd:0 |  | 7.82 | 2386.39 Cr |
| Page Total: | 200020.00 | 3394.61 | 2386.39 Cr |

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.

# TYPE: BARODA CURRENT ACCOUNT <br> A/C NO: 92020200000255 ZAR PAGE: <br> 6 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu_addr1
    NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 10-07-2012 to 06-06-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 29-12-17 92020200000255:Int.Pd:0 |  | 8.11 | 2394.50 Cr |
| 31-01-18 92020200000255:Int.Pd:0 |  | 8.14 | 2402.64 Cr |
| 28-02-18 92020200000255:Int.Pd:0 |  | 3.81 | 2406.45 Cr |
| 29-03-18 92020200000255:Int.Pd:0 |  | 4.09 | 2410.54 Cr |
| 30-04-18 92020200000255:Int.Pd:0 |  | 3.96 | 2414.50 Cr |
| 31-05-18 92020200000255:Int.Pd:0 |  | 4.11 | 2418.61Cr |
| 29-06-18 92020200000255:Int.Pd:0 |  | 3.97 | 2422.58 Cr |
| 31-07-18 92020200000255:Int.Pd:0 |  | 4.12 | 2426.70 Cr |
| 31-08-18 92020200000255:Int.Pd:0 |  | 4.12 | 2430.82 Cr |
| 28-09-18 92020200000255:Int.Pd:0 |  | 3.99 | 2434.81 Cr |
| 05-10-18 92020200000255:Int.Pd:0 |  | 0.54 | 2435.35 Cr |
| 05-10-18 PAID TO BERRANGE TRUST | 2435.35 |  | 0.00 |
| Page Total: | 2435.35 | 48.96 | 0.00 |
| GRAND TOTAL: | 317005867.37 | 317005867.37 | 0.00 |

Your Account has been Closed on05-10-2018
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.

## "J1"

Date: 08-06-2018 BANK OF BARODA, JOHANNESBURG

TYPE: BARODA FIXED DEP. SCHEME
A/C NO: 92020300000189 ZAR PAGE: 1

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu_addr1 }111\mathrm{ SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 31-07-2012 to 08-06-2018


# TYPE: BARODA FIXED DEP. SCHEME <br> A/C NO: 92020300000207 ZAR PAGE: <br> 1 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu_addr1 }111\mathrm{ SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 15-10-2012 to 08-06-2018


## "J3"

Date: 08-06-2018 BANK OF BARODA, JOHANNESBURG

TYPE: BARODA FIXED DEP. SCHEME<br>A/C NO: 92020300000212 ZAR PAGE:<br>1

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu__addr1 }111\mathrm{ SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 08-11-2012 to 08-06-2018


# TYPE: BARODA FIXED DEP. SCHEME <br> A/C NO: 92020300000245 ZAR PAGE: <br> 1 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu__addr1 }111\mathrm{ SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 19-04-2013 to 08-06-2018


# TYPE: BARODA FIXED DEP. SCHEME <br> A/C NO: 92020300000246 ZAR PAGE: <br> 1 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu__addr1 }111\mathrm{ SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

    STATEMENT OF ACCOUNT FOR THE PERIOD OF 21-04-2013 to 06-06-2019
    

# TYPE: BARODA FIXED DEP. SCHEME <br> A/C NO: 92020300000249 ZAR PAGE: <br> 1 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu__addr1 }111\mathrm{ SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 25-04-2013 to 08-06-2018


## "J7"

Date: 08-06-2018

## BANK OF BARODA, JOHANNESBURG

TYPE: BARODA FIXED DEP. SCHEME
A/C NO: 92020300000282 ZAR PAGE:
1

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu addr1 111 SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 06-08-2013 to 08-06-2018


# TYPE: BARODA FIXED DEPOSIT-MIP <br> A/C NO: 92020300000297 ZAR PAGE: <br> 1 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu__addr1 }111\mathrm{ SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 30-09-2013 to 08-06-2018


# TYPE: BARODA FIXED DEPOSIT-MIP <br> A/C NO: 92020300000300 ZAR PAGE: <br> 1 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu__addr1 }111\mathrm{ SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 30-09-2013 to 08-06-2018


# TYPE: BARODA FIXED DEPOSIT-MIP <br> A/C NO: 92020300000314 ZAR PAGE: <br> 1 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu__addr1 }111\mathrm{ SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 19-12-2013 to 08-06-2018


# TYPE: BARODA FIXED DEP. SCHEME <br> A/C NO: 92020300000389 ZAR PAGE: <br> 1 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu__addr1 }111\mathrm{ SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 27-11-2014 to 08-06-2018


TYPE: BARODA FIXED DEP. SCHEME
A/C NO: 92020300000507 ZAR PAGE: 1

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu_addr1 111 SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 11-06-2015 to 08-06-2018


```
TYPE: LNS AGST FD (LABOD)
A/C NO: 92020600000273 ZAR PAGE:
1
```

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu__addr1 }111\mathrm{ SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

    STATEMENT OF ACCOUNT FOR THE PERIOD OF 30-07-2012 to 06-06-2019
    


# TYPE: LNS AGST FD (LABOD) <br> A/C NO: 92020600000359 ZAR PAGE: <br> 1 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu__addr1 }111\mathrm{ SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

    STATEMENT OF ACCOUNT FOR THE PERIOD OF 29-12-2013 to 08-06-2018
    | TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 29-12-13 B/F |  |  | 0 |
| 30-12-13 DISBURSEMENT | 14000000.00 |  | 14000000.00Dr |
| 31-12-13 92020600000359:Normal I | 2780.82 |  | 14002780.82 Dr |
| 10-01-14 TRFD FROM CA |  | 2780.82 | 14000000.00Dr |
| 14-01-14 92020600000359:Normal I | 38937.03 |  | 14038937.03Dr |
| 14-01-14 A/C CLOSE |  | 14038937.03 | 0.00 |
| Page Total: | 14041717.85 | 14041717.85 | 0.00 |
| GRAND TOTAL: | 14041717.85 | 14041717.85 | 0.00 |

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

# TYPE: LNS AGST FD (LABOD) <br> A/C NO: 92020600000367 ZAR PAGE: <br> 1 

```
TO:
    M/S. ESTINA (PTY) LTD
    CUSTOMER ADDRESS: ACCOUNT ADDRESS:
    cust_Acomu__addr1 }111\mathrm{ SHIMBALI SANDS
    NAVIASHA ROAD SUNNINGHILL NAVIASHA ROAD SUNNINGHILL
    JOHANNESBURG JOHANNESBURG
    JOHANNESBURG, SOUTH AFRICA JOHANNESBURG, SOUTH AFRICA
    SOUTH AFRICA SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 10-06-2014 to 08-06-2018

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 10-06-14 B/F |  |  | 0 |
| 11-06-14 TR | 5500000.00 |  | 5500000.00 Dr |
| 30-06-14 92020600000367:Normal I | 22188.36 |  | 5522188.36 Dr |
| 10-07-14 BY AMOUNT OF INTEREST R |  | 22188.36 | 5500000.00 Dr |
| 31-07-14 BY AMT TRANSFERED TOWAR |  | 5500000.00 | 0.00 |
| 31-07-14 92020600000367:Normal I | 36249.16 |  | 36249.16 Dr |
| 12-08-14 92020600000367:Normal I | 92.36 |  | 36341.52 Dr |
| 12-08-14 02/262 |  | 36341.52 | 0.00 |
| Page Total: | 5558529.88 | 5558529.88 | 0.00 |
| GRAND TOTAL: | 5558529.88 | 5558529.88 | 0.00 |

Your Account has been Closed on12-08-2014

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.

| 区 | $\underset{\substack{\text { Woodmead } \\ \text { PO Box } 76179}}{ } \text { "K" p } 1$ $\text { Wendywood } 2144$ |
| :---: | :---: |
| Street Address | Shop U17 \& U18, Woodmead Drive info@fnb.co.za |
| (1) | fnb.co.za |
| Branch Code | $\begin{aligned} & \overline{250955} \\ & (011) 656-2727 \end{aligned}$ |
| 昷 | (011) 656-0145 |
| Lost Cards | 087-575-9444 |
| Account Enquiries | 087-320-4321 |

BBST1
*ESTINA (PTY) LTD 25 DIJON HYDE CLOSE

Copy Tax Invoice/Statement Number 1

## HYDE PARK

2196
Customer VAT Registration Number Bank VAT Registration Numbe

Product Money On Ca
Account Number 62611308554
Statement Period 11 May 2016-11 May 2016
Statement Date 11 May 2016

Account Transactions

| Date | Description | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: |
| Opening Balance as at 11 May 2016 |  | ZAR | 0.00 |  |
| 11 May | Opening Transfer From Transfer From 6250575362505753906 | 5,500,000.00 Cr | 5,500,000.00 Cr |  |
| 11 May | Cr.Int.Rate 5,40000 | 0.00 | $5,500,000.00 \mathrm{Cr}$ |  |
| Closing Balance as at 11 May 2016 |  | ZAR | 5,500,000.00 Cr |  |

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.
\# Inclusive of VAT @ 14.00\%
Total VAT included on this statement R0.00
Total Bank Charges
R0.00
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06. An Authorised Financial Services and Credit Provider (NCRCP20).

| Branch Number | Account Number | Date | DDA 67/CA/00/KM/00/PA/P6/M6/DM/Y | FNMMA |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62611308554 | $16 / 05 / 11$ | Money On Call |  |



| Branch Number | Account Number | Date | DDA 67/CA/00/KM/00/PA/P6/M6/DM/Y | FNMMA |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62611308554 | $16 / 06 / 30$ | Money On Call |  |

242358

| 囚 | $\underset{\substack{\text { Woodmead } \\ \text { PO Box } 76179}}{ } \text { "K" p } 3$ $\text { Wendywood } 2144$ |
| :---: | :---: |
| Street Address | Shop U17 \＆U18，Woodmead Drive info＠fnb．co．za |
| （\％） | fnb．co．za |
| Branch Code | 250955 |
| 㐌 | （011）656－2727 |
| 㚗 | （011）656－0145 |
| Lost Cards | 087－575－9444 |
| Account Enquiries | 087－320－4321 |

## BBST3

＊ESTINA（PTY）${ }^{160788}$
25 DIJON HYDE CLOSE

## HYDE PARK

2196

## Account Transactions

| Date | Description |  | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Opening Balance as at 30 June 2016 |  |  | ZAR | 5，526，038．35 Cr |  |
| 11 Jul <br> 28 Jul <br> 28 Jul <br> 11 Aug <br> 11 Aug <br> 10 Sep <br> 16 Sep | Int On Credit Balance  <br> Internet Trf To Cheque <br> Internet Pmt To SARS VAT <br> Int On Credit Balance  <br> \＃Service Fees  <br> Int On Credit Balance Cheque Acc <br> Internet Trf To  | 4650257167 vc 2016064 | $24,526.53 \mathrm{Cr}$ <br> $1,000,000.00$ <br> $4,384,413.26$ <br> $13,507.59 \mathrm{Cr}$ <br> 50.00 <br> 797.17 Cr <br> $180,406.38$ | $5,550,564.88 \mathrm{Cr}$ <br> $4,550,564.88 \mathrm{Cr}$ <br> $166,151.62 \mathrm{Cr}$ <br> $179,659.21 \mathrm{Cr}$ <br> $179,609.21 \mathrm{Cr}$ <br> $180,406.38 \mathrm{Cr}$ <br> 0.00 | 50.00 |
| Closing Balance as at 30 September 2016 |  |  | ZAR | 0.00 |  |
| Please contact us within 30 days from your statement date，should you wish to query an entry on this statement（incl．card transactions done during this statement period，but not yet reflecting）．Should we not hear from you，we will assume that you have received the statement and that it is correct． |  |  |  |  |  |

\＃Inclusive of VAT＠14．00\％
Total VAT included on this statement R6．14
Total Bank Charges R50．00
First National Bank－a division of FirstRand Bank Limited．Registration Number 1929／001225／06．
An Authorised Financial Services and Credit Provider（NCRCP20）．

Page 1 of 1
Delivery Method E1 R07
EN／EQ／NV／DDA 67
921

| Branch Number | Account Number | Date | DDA 67／CA／00／KM／00／PA／P6／M6／DM／Y | FNMMA |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62611308554 | $16 / 09 / 30$ | Money On Call |  |

195512

| $\boxtimes$ | Woodmead <br> P O Box 76179 <br> Wendywood 2144 |
| :---: | :--- |
| § | info@fnb.co.za |
| fnb.co.za |  |

BBST4<br>*ESTINA (PTY) ${ }^{140011}$<br>25 DIJON HYDE CLOSE<br>HYDE PARK<br>2196

Customer VAT Registration Number
Bank VAT Registration Number
Product
Account Number
Statement Period Statement Date

Not Provided
4210102051
Money On Call
2611308554
30 September 2016-31 December 2016
31 December 2016

Account Transactions

| Date | Description | Amount | Balance | Accrued Bank Charges |
| :---: | :---: | :---: | :---: | :---: |
| Opening Balance as at 30 September 2016 |  | ZAR | 0.00 |  |
| $\begin{array}{\|lll} \hline 11 & \text { Oct } \\ 11 & \text { Oct } \\ 20 & \text { Oct } \end{array}$ | Int On Credit Balance  <br> Cr.Int.Rate , 00000 <br> Internet Trf To Cheque Acc | 133.45 Cr <br> 0.00 133.45 | 133.45 Cr 133.45 Cr 0.00 |  |
| Closing Balance as at 31 December 2016 |  | ZAR | 0.00 |  |

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.
\# Inclusive of VAT @ 14.00\%
Total VAT included on this statement R0.00
Total Bank Charges
R0.00
First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
An Authorised Financial Services and Credit Provider (NCRCP20).

| Branch Number | Account Number | Date | DDA 67/CA/00/KM/00/PA/P6/M6/DM/Y | FNMMA |
| :--- | :--- | :--- | :--- | :--- |
| 921 | 62611308554 | $16 / 12 / 31$ | Money On Call |  |

## STANLIB

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20 800 309 ezopomyMiw 2008

12712096
14/02/2018

TRAL U Unt Trada

IWwistor 5ivetarsent
For the Period 05/04/2013 to 3 $3 / 05 / 2013$

Meportise Owramys: Zas
Investmant Summary

| Abeasint Wamper | Fund | Frisuetai Heviletr Coda | Gwortine Morlet Value | Stoplay Unims | Coaling Prior |  Yelve | Whafited Aers Vakn |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 53202497 | mavian wive Nhitei ford: | 20essis | 8.80 | ede | 1000000 | Ent | 100.00 |
| Heal |  |  | 36 |  |  | Ee3 |  |





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## STANLIB

Trensection Scriement

|  |  | Herextume (0) |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Velun Sate | Und/ Ralure |  | Dally herts | netaneme buw |
| 02/04/2013 | 0.00 | 5.05 | Q.01384\% | 0.60 |
| 0204/2013 | 0.00 | 5.83) | 0.013767 | 0.00 |
| 03/04/2033 | 0.00 | 5.023 | 0.033755 | 0.00 |
| 04/04/2013 | 0.00 | 5.02\% | 0.013740 | 0.00 |
| 03/04/2013 | 0.00 | 8.02\% | 0.033740 | 0.00 |
| 08/04/2013 | 0.00 | 5.93\% | 0.012740 | 0.00 |
| 07/04/2013 | $0 . \infty$ | 8.02\% | 0.013740 | 0.00 |
| 08/04/2018 | 0.80 | 5.02\% | 0.013744 | 0.00 |
| 09/04/1013 | 0.00 | 5.02\% | 0.01874 | 0.00 |
| 10/04/2013 | 0.00 | $5.02 \%$ | 0.013748 | 0.00 |
| 11/04/2013 | 0.00 | 5.02\% | 0.013744 | 0.00 |
| 12/04/8033 | 0.00 | 5.02\% | 0.018754 | 0.00 |
| 18,097013 | 0.00 | 5.02\% | 0.018744 | 0.00 |
| 24/04/2013 | 0.00 | 5.02\% | 0.013744 | 0.00 |
| 15/09/2013 | 0.00 | 5.02\% | 0.013788 | 0.00 |
| 18/04/2013 | 0.00 | 5.02 m | 0.01375 | 0.00 |
| 17/04/2013 | 0.00 | 5.03 x | 0.0187\% | 0.00 |
| 19/04/2013 | 0.00 | $5.03 \%$ | 0.013782 | 0.00 |
| 19/04/2013 | 0.00 | 5.036 | 0.093781 | 0.00 |
| 20/04/2013 | 0.00 | 5.09\% | 0.023774 | 0.00 |
| 21/04/26is | 0.000 | 5.23\% | 0.625774 | 0.00 |
| 22/09/20x3 | 0.00 | 5.05\% | 0.023850 | 0.00 |
| 23/04/2cis | 0.00 | 5.05\% | 0.013856 | 0.00 |
| 24/04/2cis | 0.00 | 5.06\% | 0.033855 | 0.00 |
| 25/02/8C13 | 0.00 | 5.08\% | 0.023927 | 0.00 |
| 26/04/2013 | 0.00 | 5.03\% | 0.023930 | 0.00 |
| 27/04/2025 | 0.00 | 5.023 | 0.0549308 | 0.00 |
| 18/04/20:3 | 0.00 | 5.03\% | 0.043890 | 0.00 |
| 25/04/3013 | 0.00 | 5.09\% | 0.043584 | 0.00 |
| 30/04/2053 | 0.00 | 5.09\% | 0.013948 | 0.00 |
| 01/0s/2053 | 0.00 | 5.09\% | 0.01594 | 0.00 |
| 02/05/2013 | 0.00 | 5.08\% | 0.033928 | 0.00 |
| 03/05/2021 | 0.00 | 5.88\% | 0.013925 | 0.00 |
| 04/03/2013 | 0.00 | 5.00\% | c.093923 | 0.00 |
| $05105 / 2018$ | 0.00 | 5.045 | 0.029985 | 0.00 |
| 08/05/2013 | 0.00 | 5,08\% | 0.013926 | 0.00 |
| 07/03/2093 | 0.00 | 3.08\% | 0.05393 | 0.00 |

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## STANLIB



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| :---: | :---: | :---: | :---: | :---: |
| 08/03/2018 | 19000000.06 | 5.06\% | 0.014875 | 2615.33 |
| 09/03/203s | 12000000,00 | 5.07\% | 0,035883 | 2538.80 |
| 20/05/2098 | 15000000.00 | 5.06\% | 0.033922 | 2505.21 |
| 12/03/2013 | 1980000000 | 5.08\% | 0.053919 | 26445 |
| 12/03/203: | 29000000.00 | 5.08\% | 0.013923 | 264.55 |
| 13/05/2013 | 19000000.80 | 5.09\% | 0.023953 | 2851.01 |
| 14/05/2013 | 19000000.00 | 5.09\% | Q.013958 | 2653.02 |
| 15/05/2015 | 19000000.00 | 3.00\% | 0.018926 | 2645.87 |
| 24/05/2013 | 19000000.00 | 5.08\% | 0.013924 | 2645.58 |
| 17/05/2013 | 19000000.00 | 5.03\% | 8.015849 |  |
| 19/05/2013 | 1900000000 | 5.085 | 0.013949 | 2650.24 |
| 25/05/2013 | 19000000.00 | $5.09 \%$ | 0.013949 | 2650.24 |
| 20/05/2013 | 1900060000 | 5.99\% | 0.013954 | 2651.85 |
| 21/05/2013 | 19500000.00 | 5.09\% | 0.013955 | 2651.44 |
| 22/03/2013 | 1900000000 | 5.12\% | 0.024017 | 2663.14 |
| 23/05/2013 | 塂 000000.00 | 5.12\% | 0.014928 | 2668.24 |
| 24/05/2013 | 19500000.00 | 5.00\% | 0.013592 | 260134 |
| 2/05/2013 | 18000000.00 | 5.00\% | 0.013691 | 250134 |
| 25/05/2019 | 19000000.00 | 5.00\% | 0.013691 | 260134 |
| 27/05/2018 | 19000000.00 | 3.01\% | 0.013715 | 2805.44 |
| 28/03/2013 | 19000000.90 | 5.01\% | 0.013722 | 2007.15 |
| 29/05/2013 | 19000000.00 | 5.01\% | 0.043728 | 280692 |
| 30/05/2013 | 11900000000 | 5.03\% | 0.013734 | 2 809,4 |
| 31/05/2023 | 1200000000 | 3.025 | 0.053738 | $2 \mathrm{kx4.as}$ |
| 01/06/2013 | 190632338.26 | 5.02\% | 0.02375 | 2622.51 |
| 02/06/2013 | 18083283.26 | $5.02 \%$ | 0.048759 | 7522.38 |
| 93/06/2013 | 29053233.26 | 5.00\% | 0.023689 | 2609.47 |
| 04/00/2013 | 18043833.25 | 4.98\% | 0.01560\% | 2604.31 |
| 05/09/2023 | 19663283.25 | 4.99\% | 0.023688 | 2608.46 |
| 06/06/2013 | 18053239.25 | 4.95\% | 0.035832 | 2608.27 |
| 07/03/2018 | 19063233.28 | 4.97\% | 0.013581 | 2608.13 |
| 08/06/2013 | $1805 \$ 233.26$ | 4.90\% | 0.013685 | 2501.72 |
| 09/06/2013 | 19063233.26 | 4.59\% | 0.013645 | 2808.72 |
| 30/03/2013 | 19663 233.25 | 3.09\% | 0.01365 | 2608.00 |
| 12/06/2039 | 19053233.35 | 4.99\% | 0.013678 | 2607.42 |
| 12/06/2013 | 29053283.26 | 5.50\% | 0.013708 | 2512.75 |
| 13/06/2043 | 29083238.25 | 9.00\% | 0.023690 | 2600.48 |
| 14/06/2013 | 28083 288.28 | 5.00 N | 0.013690 | 2500.58 |
| 15/05/2013 | 19053233.26 | \$.c0s | 0.013690 | 2509.58 |

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| Vhlue Date | Velt / Bumeon |  | Delly fucter |  |
| :---: | :---: | :---: | :---: | :---: |
| 16/05/2013 | 19048283.28 | 5.00\% | 0.013690 | 2609.58 |
| 17/06/2013 | 19083338.26 | 5.00\% | 0.013890 | 2808.68 |
| 12/05/2013 | 19063233.26 | 4.99\% | 0.013658 | 2603.31 |
| 19/00/2013 | 19085833.26 | $5.00 \%$ | 0.013685 | 2608.88 |
| 20/04/2013 | 19063283.26 | 5.00\% | 0.013709 | 2613331 |
| 21/08/2019 | 19065233.16 | 5.01\% | 0.013717 | 2414.87 |
| 22/05/2013 | 19063123.26 | 5.05\% | 0.013717 | 2614, |
| 23/04/2018 | 19063283.25 | 5.01\% | 0.018717 | 2614.97 |
| 24/00/2013 | 19063288.28 | 4.99\% | 0.013638 | 2600.51 |
| 25/05/1603 | 19083233.26 | 5.00\% | 0.0337 ct | 2623.22 |
| 25/08/2013 | 19058231.25 | 5.01\% | 0.013727 | 2818.83 |
| 27/0¢/2013 | 19053238.26 | 5.01\% | 0.018728 | 2616.98 |
| 28/03/2013 | 19665233.25 | 4.90\% | 0.013634 | 2395.05 |
| 29/06/2013 | 19063233.26 | 4.98\% | 0.018634 | 2599.06 |
| 30/05/2013 | 15053285.28 | 4.98\% | 0.018634 | 235988 |
| 03/07/2015 | 16145538.14 | 4.85\% | 0.013579 | 2598.32 |
| 02/07/2013 | 19241536.14 | 4.97\% | 0.013615 | 2606.06 |
| 03/97/2013 | 19151586.14 | 4.95\% | 0.013598 | 2802.79 |
| 04/07/2013 | 18141538.14 | 4.95\% | 0.013588 | 2001.91 |
| 25/07/2093 | 28141536.14 | 4.97\% | 0.013621 | 260735 |
| 03/07/2013 | 18141536.14 | 4.97\% | 0.013615 | 2605.88 |
| 07/07/2013 | 18141585.24 | 4.97\% | 0.033615 | 2 504.as |
| 08/07/201: | 48141536.14 | 4.97\% | 0.013621 | 2807.24 |
| 49/07/2013 | 10541536.14 | 4.99\% | 0.012671 | 2618.51 |
| 20/67/2013 | 1914.4538 .14 | 5.008 | 0.013701 | 2622.51 |
| 21/07/2003 | 1514.536 .14 | 5.00\% | 0.033704 | 2623.23 |
| 12/07/2013 | 19145595.14 | 5.00\% | 0.018712 | 2624.36 |
| 23/07/2018 | 19141538.24 | 3.00x | 0.083720 | 2624.36 |
| 14/07/2013 | 135451535.14 | 5.00\% | 0.018710 | 2824.36 |
| 13/07/2013 | \%9144538.24 | 5.025 | 0.0818720 | 2525.15 |
| 15807/20:3 | 32142380.24 | 5.01\% | 0.013721 | 2825897 |
| 17/07/20:3 | 18181538.14 | 5.01\% | 0.081723 | 2625.81 |
| 14/07/20:3 | 29142536.24 | 5.01\% | 0.03375 | 2625.58 |
| 29/07/2053 | 12142536.14 | 5.00\% | 0.013697 | 282 Act |
| 20/67/2013 | 19141538.24 | 5.00\% | 0.013597 | 252185 |
| 21/07/2013 | 18211536.24 | 5.00x | 0.013897 | 2821.89 |
| 22/07/2013 | 19161536.14 | 5.01\% | 0.013716 | 262530 |
| 23/07/2093 | 29141536.24 | 5.015 | 0.013722 | 2528.50 |
| 24/07/3013 | 19101585.14 | 5.01x | 0.023721 | 2826.47 |

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| 25/07/2023 | 19241538.14 | 5.01\% | 0.013726 | 2627.37 |
| 28/07/2013 | 19245536.14 | 5.85 | 0.013737 | 262548 |
| 27/02/2013 | 19 141536.14 | 5.01\% | 0.018737 | 2629.49 |
| 24/0)/2018 | 151423046.14 | 3.01\% | 0.013797 | 2628.45 |
| 2907/2023 | 15 214235.14 | 5,059\% | 0.918732 |  |
| 30/37/2019 | 18341536.14 | 5.01\% | 0.013736 | 2 2) ${ }^{\text {cta }} 3$ |
|  | 19141538.14 | 5.01\% | 0.019724 | 2826.95 |
| 01/09/20013 | 199232756.77 | 4.59\% | 0.013568 | 2526.43 |
| 02/00/2023 | 23222758.77 | 5.00\% | 0.013988 | 2692.24 |
| 03/08)2083 | 19222758.77 | 4.93\% | 0.013682 | 2830.06 |
| 0470.2013 | 28 21278877 | 4.99\% | 0.013692 | 2830.07 |
| 65/08/2013 | 0.00 | 5.00\% | 0.0x3*93 | 0.90 |
| 96/03/2013 | 0.00 | $5.00 \% 8$ | 0.013705 | 0.00 |
| 07/08/2013 | 0.09 | 5.00\% | 0.013705 | 0.00 |
| 08/09/2029 | 0.80 | 3.05\% | 0.025789 | 0.06 |
| 05/04/2913 | 0.00 | $3.00 \%$ | 0.015709 | 0.00 |
| 10/03/2013 | 0.00 | $5.00 \%$ | 0.013775 | 0.00 |
| 11/03/2011 | 0.00 | 5.00\% | 0.013708 | 800 |
| 12/08/2013 | 0.00 | 5.013 | 0.013719 | 0.00 |
| 13/06/2013 | 0.06 | 3.21\% | 0.013715 | 0.00 |
| 14/02/2013 | 0.00 | 5.a2\% | 6.013728 | 0.00 |
| 15/08/20ns | 0.00 | 5.015 | 0.013728 | 0.00 |
| 38/24/2013 | 0.00 | 5.91\% | 0.013728 | 0.00 |
| 37/08/2015 | 0.00 | 3.03\% | 0.0135728 | 0.00 |
| 1209/2013 | 0.50 | 5.01\% | 0.013728 | 0,00 |
| 19/09/20i3 | 0.00 | 5.01\% | 0.023750 | 0.00 |
| 20/00/2013 | 0.00 | $5.08 \%$ | 0.013741 | 0.00 |
| 21/09/202s | 0.00 | 5.02\% | 0.018781 | 0.00 |
| 22/08/2013 | 0.00 | $5.02 \%$ | 0.018755 | 0.60 |
| 23/02/2013 | 0.00 | 5.02\% | 0.013753 | 0.00 |
| 24/02/2013 | 0.00 | 5.02\% | 0.018751 | 0.00 |
| 23/00/2013 | 0.00 | 5.02\% | 0.013751 | 0.00 |
| 28/08/2013 | 0.00 | \$.00\% | 0.013693 | 0.08 |
| 27/2t/2013 | 8.00 | 5.20\% | 0.613710 | 0.00 |
| 24/02/2023 | 0.00 | 5.01\% | 0.023784 | 0.00 |
| 19/05/2013 | 0.00 | 3.01\% | 6.013732 | 0.50 |
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## STANLIB



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## STANLIB

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## "M" p 1

Date: 06-06-2019
BANK OF BARODA, JOHANNESBURG

# TYPE: BARODA CURRENT ACCOUNT A/C NO: 92020200000262 ZAR <br> PAGE: <br> 1 

TO:
MR. KAMAL VASRAM CUSTOMER ADDRESS: cust_Acomu_addr1 SUNNINGHILL 2157 AFRICA, SOUTH AFRICA GAUTENG SOUTH AFRICA

ACCOUNT ADDRESS:
11 SHIMBALI SANDS NAVIAHA ROAD SUNNINGHILL 2157
AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

STATEMENT OF ACCOUNT FOR THE PERIOD OF 04-10-2012 to 06-06-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 04-10-12 B/F |  |  | 0 |
| 08-10-12 DEP DT 05.10.2012 |  | 500.00 | 500.00 Cr |
| 08-10-12 CASH CHARGES DT 05.10.2 | 6.83 |  | 493.17 Cr |
| 11-10-12 DEP DT 11.10.2012 |  | 3500000.00 | 3500493.17 Cr |
| 11-10-12 EFT | 3500000.00 |  | 493.17Cr |
| 12-10-12 DEP DT 12.10.2012 |  | 1050000.00 | 1050493.17 Cr |
| 15-10-12 DEP DT 12.10.2012 |  | 950000.00 | 2000493.17 Cr |
| 15-10-12 FDR ZZ3481 | 2000000.00 |  | 493.17Cr |
| 26-10-12 DEP DT 26.10.2012 |  | 500000.00 | 500493.17 Cr |
| 26-10-12 EFT | 350000.00 |  | 150493.17Cr |
| 26-10-12 EFT CHARGES | 5.50 |  | 150487.67Cr |
| 30-10-12 EFT | 150000.00 |  | 487.67 Cr |
| 31-10-12 92020200000262:Int.Pd:0 |  | 411.13 | 898.80Cr |
| 06-11-12 DEP DT 06.11.2012 |  | 1200000.00 | 1200898.80 Cr |
| 06-11-12 TRANSFER TO ESTINA | 1200000.00 |  | 898.80Cr |
| 21-11-12 DEP DT 21.11.2012 |  | 500000.00 | 500898.80 Cr |
| 22-11-12 EFT CHARGES | 5.50 |  | 500893.30 Cr |
| 22-11-12 EFT | 500000.00 |  | 893.30Cr |
| 30-11-12 92020200000262:Int.Pd:0 |  | 57.58 | 950.88Cr |
| 31-12-12 92020200000262:Int.Pd:0 |  | 3.22 | 954.10Cr |
| 31-01-13 92020200000262:Int.Pd:0 |  | 3.25 | 957.35 Cr |
| 28-02-13 92020200000262:Int.Pd:0 |  | 2.93 | 960.28 Cr |
| 28-03-13 92020200000262:Int.Pd:0 |  | 3.27 | 963.55 Cr |
| 30-04-13 92020200000262:Int.Pd:0 |  | 3.16 | 966.71 Cr |
| 31-05-13 92020200000262:Int.Pd:0 |  | 3.29 | 970.00 Cr |
| 03-06-13 REAL TIME CHG | 175.00 |  | 795.00 Cr |
| 28-06-13 CREDIT IN NEDBANK |  | 125000.00 | 125795.00 Cr |
| 28-06-13 TRFD TO VARIOUS ACCOUNT | 111469.16 |  | 14325.84 Cr |
| 28-06-13 92020200000262:Int.Pd:0 |  | 7.10 | 14332.94 Cr |
| Page Total: | 7811661.99 | 7825994.93 | 14332.94 Cr |

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.

## "M" p 2

Date: 06-06-2019 BANK OF BARODA, JOHANNESBURG

TYPE: BARODA CURRENT ACCOUNT A/C NO: 92020200000262 ZAR<br>PAGE:<br>2

```
TO:
    MR. KAMAL VASRAM
    CUSTOMER ADDRESS:
    cust_Acomu_addr1
    SUNNINGHILL 2157
    AFRICA, SOUTH AFRICA
    GAUTENG
    SOUTH AFRICA
    ACCOUNT ADDRESS:
    11 SHIMBALI SANDS NAVIAHA ROAD
    SUNNINGHILL 2157
    AFRICA, SOUTH AFRICA
    GAUTENG
    SOUTH AFRICA
```

STATEMENT OF ACCOUNT FOR THE PERIOD OF 04-10-2012 to 06-06-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 17-07-13 CREDIT IN NEDBANK |  | 100000.00 | 114332.94 Cr |
| 18-07-13 TRFD TO LOAN ACCOUNT | 96160.88 |  | 18172.06 Cr |
| 31-07-13 92020200000262:Int.Pd:0 |  | 65.54 | 18237.60Cr |
| 06-08-13 CREDIT IN NEDBANK |  | 100000.00 | 118237.60Cr |
| 07-08-13 TRFD TO LOAN ACCOUNT | 101410.58 |  | 16827.02Cr |
| 30-08-13 92020200000262:Int.Pd:0 |  | 69.05 | 16896.07Cr |
| 10-09-13 CREDIT IN NEDBANK |  | 101208.93 | 118105.00 Cr |
| 10-09-13 TRFD TO VARIOUS LOAN AC | 101208.93 |  | 16896.07 Cr |
| 20-09-13 LABOD 06/330 |  | 19500000.00 | 19516896.07 Cr |
| 20-09-13 LABOD 06/302 06/306 | 3000000.00 |  | 16516896.07 Cr |
| 20-09-13 INT 06/302 06/306 | 11997.17 |  | 16504898.90 Cr |
| 20-09-13 EFT TO NEDBANK | 16375716.00 |  | 129182.90Cr |
| 30-09-13 92020200000262:Int.Pd:0 |  | 190.91 | 129373.81Cr |
| 31-10-13 92020200000262:Int.Pd:0 |  | 439.52 | 129813.33Cr |
| 29-11-13 92020200000262:Int.Pd:0 |  | 426.78 | 130240.11Cr |
| 31-12-13 92020200000262:Int.Pd:0 |  | 442.46 | 130682.57 Cr |
| 31-01-14 92020200000262:Int.Pd:0 |  | 443.96 | 131126.53 Cr |
| 28-02-14 92020200000262:Int.Pd:0 |  | 402.41 | 131528.94Cr |
| 31-03-14 92020200000262:Int.Pd:0 |  | 446.84 | 131975.78 Cr |
| 30-04-14 92020200000262:Int.Pd:0 |  | 433.89 | 132409.67 Cr |
| 30-05-14 92020200000262:Int.Pd:0 |  | 449.83 | 132859.50 Cr |
| 30-06-14 92020200000262:Int.Pd:0 |  | 436.80 | 133296.30Cr |
| 10-07-14 TO AMOUNT TRANSFERED TO | 6657.53 |  | 126638.77 Cr |
| 31-07-14 CREDIT IN NEDBANK |  | 3000000.00 | 3126638.77 Cr |
| 31-07-14 CREDIT IN NEDBANK |  | 3000000.00 | 6126638.77 Cr |
| 31-07-14 CREDIT IN NEDBANK | 3000000.00 |  | 3126638.77 Cr |
| 31-07-14 TO AMOUNT TRFD TO LOAN | 3000000.00 |  | 126638.77 Cr |
| 31-07-14 92020200000262:Int.Pd:0 |  | 436.79 | 127075.56 Cr |
| 12-08-14 06/367 | 36341.52 |  | 90734.04 Cr |
| Page Total: | 25729492.61 | 25805893.71 | 90734.04Cr |

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.

## "M" p 3

Date: 06-06-2019
BANK OF BARODA, JOHANNESBURG

TYPE: BARODA CURRENT ACCOUNT A/C NO: 92020200000262 ZAR<br>PAGE:<br>3

TO:
MR. KAMAL VASRAM CUSTOMER ADDRESS: cust_Acomu_addr1 SUNNINGHILL 2157 AFRICA, SOUTH AFRICA GAUTENG SOUTH AFRICA

ACCOUNT ADDRESS:
11 SHIMBALI SANDS NAVIAHA ROAD SUNNINGHILL 2157
AFRICA, SOUTH AFRICA GAUTENG SOUTH AFRICA

STATEMENT OF ACCOUNT FOR THE PERIOD OF 04-10-2012 to 06-06-2019

| TRAN DATETRANSACTION PARTICULARS |  | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: | :---: |
| 12-08-14 | 06/368 | 17249.14 |  | 73484.90Cr |
| 21-08-14 | BY AMOUNT TRFD FROM EST |  | 15000000.00 | 15073484.90 Cr |
| 21-08-14 | TO AMOUNT TRFD TO FDR A | 15000000.00 |  | 73484.90 Cr |
| 29-08-14 | 92020200000262:Int.Pd:0 |  | 314.30 | 73799.20 Cr |
| 30-09-14 | 92020200000262:Int.Pd:0 |  | 242.63 | 74041.83 Cr |
| 31-10-14 | 92020200000262:Int.Pd:0 |  | 251.54 | 74293.37Cr |
| 28-11-14 | 92020200000262:Int.Pd:0 |  | 244.25 | 74537.62Cr |
| 31-12-14 | 92020200000262:Int.Pd:0 |  | 253.22 | 74790.84 Cr |
| 30-01-15 | 92020200000262:Int.Pd:0 |  | 254.09 | 75044.93 Cr |
| 27-02-15 | 92020200000262:Int.Pd:0 |  | 230.27 | 75275.20 Cr |
| 31-03-15 | 92020200000262:Int.Pd:0 |  | 255.73 | 75530.93 Cr |
| 30-04-15 | 92020200000262:Int.Pd:0 |  | 248.32 | 75779.25 Cr |
| 29-05-15 | 92020200000262:Int.Pd:0 |  | 257.44 | 76036.69 Cr |
| 30-06-15 | 92020200000262:Int.Pd:0 |  | 249.99 | 76286.68 Cr |
| 31-07-15 | 92020200000262:Int.Pd:0 |  | 259.16 | 76545.84 Cr |
| 31-08-15 | 92020200000262:Int.Pd:0 |  | 260.08 | 76805.92Cr |
| 30-09-15 | 92020200000262:Int.Pd:0 |  | 252.51 | 77058.43 Cr |
| 30-10-15 | 92020200000262:Int.Pd:0 |  | 261.79 | 77320.22Cr |
| 30-11-15 | 92020200000262:Int.Pd:0 |  | 254.20 | 77574.42 Cr |
| 31-12-15 | 92020200000262:Int.Pd:0 |  | 263.57 | 77837.99Cr |
| 29-01-16 | 92020200000262:Int.Pd:0 |  | 263.71 | 78101.70 Cr |
| 29-02-16 | 92020200000262:Int.Pd:0 |  | 247.57 | 78349.27Cr |
| 31-03-16 | 92020200000262:Int.Pd:0 |  | 265.44 | 78614.71Cr |
| 29-04-16 | 92020200000262:Int.Pd:0 |  | 257.79 | 78872.50Cr |
| 31-05-16 | 92020200000262:Int.Pd:0 |  | 267.21 | 79139.71Cr |
| 30-06-16 | 92020200000262:Int.Pd:0 |  | 259.48 | 79399.19Cr |
| 29-07-16 | 92020200000262:Int.Pd:0 |  | 269.00 | 79668.19Cr |
| 05-10-18 | PAID TO BERRANGE TRUST | 79668.19 |  | 0.00 |


| Page Total: | 15096917.33 | 15006183.29 | 0.00 |
| :---: | :---: | :---: | :---: |
| GRAND TOTAL: | 48638071.93 | 48638071.93 | 0.00 |

Your Account has been Closed on05-10-2018
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.
TO:
MR. KAMAL VASRAM
CUSTOMER ADDRESS:
ACCOUNT ADDRESS:
cust_Acomu_addr1
11 SHIMBALI SANDS NAVIAHA ROAD
SUNNINGHILL 2157
SUNNINGHILL 2157
AFRICA, SOUTH AFRICA
AFRICA, SOUTH AFRICA
GAUTENG
GAUTENG
SOUTH AFRICA
SOUTH AFRICA

STATEMENT OF ACCOUNT FOR THE PERIOD OF 21-08-2014 to 07-05-2018



STATEMENT OF ACCOUNT FOR THE PERIOD OF 18-04-2013 to 24-11-2017

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 18-04-13 B/F |  |  | 0 |
| 19-04-13 TRFD TO NEDBANK | 5000000.00 |  | 5000000.00Dr |
| 22-04-13 EFT TO NEDBANK | 4500000.00 |  | 9500000.00Dr |
| 30-04-13 92020600000295:Normal I | 17452.05 |  | 9517452.05 Dr |
| 31-05-13 92020600000295:Normal I | 56583.21 |  | 9574035.26Dr |
| 28-06-13 TRFD FROM CURRENT ACCOU |  | 74035.26 | 9500000.00Dr |
| 28-06-13 92020600000295:Normal I | 55055.09 |  | 9555055.09Dr |
| 18-07-13 |  | 55055.09 | 9500000.00Dr |
| 31-07-13 92020600000295:Normal I | 56669.51 |  | 9556669.51Dr |
| 07-08-13 TRFD FROM CURRENT ACCOU |  | 56669.51 | 9500000.00Dr |
| 30-08-13 92020600000295:Normal I | 56555.53 |  | 9556555.53Dr |
| 10-09-13 TRFD FROM CA |  | 56555.53 | 9500000.00Dr |
| 30-09-13 92020600000295:Normal I | 52940.98 |  | 9552940.98Dr |
| 14-10-13 92020600000295:Normal I | 24732.96 |  | 9577673.94Dr |
| 14-10-13 CLOSE A/C |  | 9577673.94 | 0.00 |
| Page Total: | 9819989.33 | 9819989.33 | 0.00 |
| GRAND TOTAL: | 9819989.33 | 9819989.33 | 0.00 |

Your Account has been Closed on27-11-2013
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.


TO:
MR. KAMAL VASRAM CUSTOMER ADDRESS: cust_Acomu_addr1 SUNNINGHILL 2157 AFRICA, SOUTH AFRICA GAUTENG
SOUTH AFRICA

ACCOUNT ADDRESS:
11 SHIMBALI SANDS NAVIAHA ROAD SUNNINGHILL 2157
AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

STATEMENT OF ACCOUNT FOR THE PERIOD OF 22-04-2013 to 24-11-2017

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 22-04-13 B/F |  |  | 0 |
| 23-04-13 12M | 4000000.00 |  | 4000000.00Dr |
| 30-04-13 92020600000297:Normal I | 5753.42 |  | 4005753.42 Dr |
| 31-05-13 92020600000297:Normal I | 25516.10 |  | 4031269.52 Dr |
| 28-06-13 TRFD FROM CURRENT ACCOU |  | 31269.52 | 4000000.00Dr |
| 28-06-13 92020600000297:Normal I | 24837.45 |  | 4024837.45Dr |
| 18-07-13 |  | 24837.45 | 4000000.00Dr |
| 31-07-13 92020600000297:Normal I | 25571.31 |  | 4025571.31Dr |
| 07-08-13 TRFD FROM CURRENT ACCOU |  | 25571.31 | 4000000.00Dr |
| 30-08-13 92020600000297:Normal I | 25516.23 |  | 4025516.23Dr |
| 10-09-13 TRFD FROM CURRENT ACCOU |  | 25516.23 | 4000000.00Dr |
| 30-09-13 92020600000297:Normal I | 23941.45 |  | 4023941.45 Dr |
| 14-10-13 92020600000297:Normal I | 11189.86 |  | 4035131.31Dr |
| 14-10-13 CLOSE OF A/C |  | 4035131.31 | 0.00 |
| Page Total: | 4142325.82 | 4142325.82 | 0.00 |
| GRAND TOTAL: | 4142325.82 | 4142325.82 | 0.00 |

Your Account has been Closed on27-11-2013

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.

## "M4"

Date: 24-11-2017

# TYPE: LNS AGST FD (LABOD) <br> A/C NO: 92020600000302 ZAR PAGE: <br> 1 

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TO:
    MR. KAMAL VASRAM
    CUSTOMER ADDRESS:
    cust_Acomu_addr1
    SUNNINGHILL 2157
    AFRICA, SOUTH AFRICA
    GAUTENG
    SOUTH AFRICA
ACCOUNT ADDRESS:
    1 1 ~ S H I M B A L I ~ S A N D S ~ N A V I A H A ~ R O A D ~
    SUNNINGHILL 2157
    AFRICA, SOUTH AFRICA
    GAUTENG
    SOUTH AFRICA
```

    STATEMENT OF ACCOUNT FOR THE PERIOD OF 15-05-2013 to 24-11-2017
    | TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 15-05-13 B/F |  |  | 0 |
| 16-05-13 LABOD | 2000000.00 |  | 2000000.00Dr |
| 31-05-13 92020600000302:Normal I | 6164.38 |  | 2006164.38 Dr |
| 28-06-13 |  | 6164.38 | 2000000.00Dr |
| 28-06-13 92020600000302:Normal I | 12364.23 |  | 2012364.23 Dr |
| 18-07-13 |  | 12364.23 | 2000000.00 Dr |
| 31-07-13 92020600000302:Normal I | 12785.46 |  | 2012785.46 Dr |
| 07-08-13 TRFD FROM CURRENT ACCOU |  | 12785.46 | 2000000.00Dr |
| 30-08-13 92020600000302:Normal I | 12758.12 |  | 2012758.12Dr |
| 10-09-13 |  | 12758.12 | 2000000.00Dr |
| 20-09-13 92020600000302:Normal I | 7998.11 |  | 2007998.11Dr |
| 20-09-13 TR FROM CA |  | 2000000.00 | 7998.11Dr |
| 20-09-13 INTEREST |  | 7998.11 | 0.00 |
| Page Total: | 2052070.30 | 2052070.30 | 0.00 |
| GRAND TOTAL: | 2052070.30 | 2052070.30 | 0.00 |

Your Account has been Closed on20-09-2013

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.


```
TO:
    MR. KAMAL VASRAM
    CUSTOMER ADDRESS:
    cust_Acomu_addr1
    SUNNINGHILL 2157
    AFRICA, SOUTH AFRICA
    GAUTENG
    SOUTH AFRICA
```

TO:
MR. KAMAL VASRAM CUSTOMER ADDRESS: st Acomu addr1 AFRICA, SOUTH AFRICA SOUTH AFRICA

ACCOUNT ADDRESS:
11 SHIMBALI SANDS NAVIAHA ROAD SUNNINGHILL 2157
AFRICA, SOUTH AFRICA
GAUTENG
SOUTH AFRICA

PAGE:
1

STATEMENT OF ACCOUNT FOR THE PERIOD OF 10-06-2013 to 24-11-2017

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 10-06-13 B/F |  |  | 0 |
| 11-06-13 LABOD 12M | 1000000.00 |  | 1000000.00Dr |
| 28-06-13 92020600000306:Normal I | 3904.11 |  | 1003904.11Dr |
| 18-07-13 |  | 3904.11 | 1000000.00Dr |
| 31-07-13 92020600000306:Normal I | 6384.30 |  | 1006384.30Dr |
| 07-08-13 TRFD FROM CURRENT ACCOU |  | 6384.30 | 1000000.00Dr |
| 30-08-13 92020600000306:Normal I | 6379.05 |  | 1006379.05Dr |
| 10-09-13 |  | 6379.05 | 1000000.00Dr |
| 20-09-13 92020600000306:Normal I | 3999.06 |  | 1003999.06 Dr |
| 20-09-13 TR FROM CA |  | 1000000.00 | 3999.06Dr |
| 20-09-13 INTEREST |  | 3999.06 | 0.00 |
| Page Total: | 1020666.52 | 1020666.52 | 0.00 |
| GRAND TOTAL: | 1020666.52 | 1020666.52 | 0.00 |

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: | 24-11-2017 BANK | OF BARODA, JOH | ANNESBURG |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  | TYPE: <br> A/C NO: | $\begin{aligned} & \text { LNS AGST FD (LABOD) } \\ & 92020600000330 \quad \text { ZAR } \end{aligned}$ | PAGE: |
|  | TO: |  |  |  |
|  | MR. KAMAL VASRAM |  |  |  |
|  | CUSTOMER ADDRESS: | ACCOUNT ADDRESS: |  |  |
|  | cust_Acomu_addr1 |  | 11 SHIMBALI SANDS NAVIAHA | ROAD |
|  | SUNNINGHILL 2157 |  | SUNNINGHILL 2157 |  |
|  | AFRICA, SOUTH AFRICA |  | AFRICA, SOUTH AFRICA |  |
|  | GAUTENG |  | GAUTENG |  |
|  | SOUTH AFRICA | SOUTH AFRICA |  |  |

STATEMENT OF ACCOUNT FOR THE PERIOD OF 19-09-2013 to 24-11-2017



## "N" p 1

## Cheque Account Number: <br> 40-7214-9587

Your transactions
(continued)

| Date | Transaction Doscription |  | Charge | Debit Amount | Credit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Mabengele tivestments |  |  |  |  |  |
| 2/10/2012 | Debit Transfer Aerohaven Trading | Cashfocus |  | 80000.00 |  | 11254.29 |
| 3/10/2012 | Credit Transfer islandsite Investments | Cashocus |  |  | 100000,00 | 111254.29 |
| 3/10/2012 | Debit Transfer Wavestone Computers | Cashfocus |  | 95000,00 |  | 16254.29 |
| 4/10/2012 | Credit Transter islandsite Investments | Castrocus |  |  | \$100000.00 | 1116254.29 |
| 4/10/2012 | Debit Transfer Tegeta Resources | Cashtocus |  | 1100000.00 |  | 16254.29 |
| 5/10/2012 | Debit Transfer Blackedge Exploration | Cashoous |  | 10000,00 |  | 6254.29 |
| 5/10/2012 | Credit Transter islandsite Investments | Cashtocus |  |  | 100000,00 | 106254.29 |
| 5/10/2012 | Debit Transfer Mabengele tnvestments | Cashtocus |  | 100000.00 |  | 6254.29 |
| 5/10/2012 | Credit Transfer Tegeta Resources | Cashfocus |  |  | 3450000.00 | 3456254.29 |
| 5/10/2012 | Debit Transfer islandsite Investments | Cashfocus |  | 3450000.00 |  | 6254.29 |
| 5/10/2012 | Cregit Transter Aerohaven Trading | Cashtocus |  |  | 8000000.00 | 8006254.29 |
| 5/10/2012 | Dobit Transfer Clidet No 1018 Pty Ltd | Cashtocus |  | 8000000.00 |  | 6254.29 |
| 5/10/2012 | Credit Transter Aerohaven Trading | Cashfocus |  |  | 2000000.00 | 2006254.29 |
| 5/10/2012 | Credit Transfer istandsite Investments | Cashfocus |  |  | 800000.00 | 2806254.29 |
| 5/10/2012 | Debit Transfer Tna Media Pty Ltd | Cashtocus |  | 2800000.00 |  | 6254.29 |
| 8/10/2012 | Debit Transfer Blackedge Exploration | Castiocus |  | 5000.00 |  | 1254.29 |
| 9/10/2012 | Credit Transier islandsite Investrments | Cashfocus |  |  | 100000.00 | 101254.29 |
| 9/10/2012 | Debit Transfer Mabengele Investments | Cashocus |  | 80000.00 |  | 21254.29 |
| 11/10/2012 | Credit Transter Shiva U | Cashtocus |  |  | 3500000,00 | 3521254.29 |
| 11/10/2012 | Bi linmediate Pmt | Ot |  | 3500000.00 |  | 21254.29 |

## "N" p 2

## Retum address:

Private Bag Xi8, Johannesburg, 2000

## Cheque Account Number: $\quad \mathbf{4 0 - 7 2 1 4 - 9 5 8 7}$

OAKBAY INVESTMENTS (PTY) LTD
PRIVATE BAG X180
halfway house
1685

Your transactions
(continued)

| Date | Transaction | cscription |  | Ohargo |  | Debit Amount | Crodit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Absa Bank K Vasram Load 1 |  |  | Eca |  |  |  |  |
| 11/10/2012 | Credit Tr istan | Investments | Cashfocus |  |  |  | 150000.00 | 171254.29 |
| 11/10/2012 | Debit Tra Tege | sources | Cashocus |  |  | 150000.00 |  | 21254,29 |
| 11/10/2012 | Debit Tr Blac | Exploration | Cashocus |  |  | 10000,00 |  | 11254.29 |
| 12/10/20t2 | Credit Tr slan | Investrnents | Castrocus |  |  |  | 600 000.00 | 611254.29 |
| 12/10/2012 | Credit 7 istan | Investments | Cashtocus |  |  |  | 400000.00 | 1011254.29 |
| 12/10/2012 | Bi lmme Abs | Pmt <br> Westdawn | C Investment | Dib809 |  | 400000.00 |  | 611254.29 |
| 12/10/2012 | Cheque | 49 | Headoffice | 34.50 | S | 200000.00 |  | 411254.29 |
| 12/10/2012 | Cheque | 50 | Headoffice | 34.50 | S | 400000.00 |  | 11254.29 |
| 15/10/2012 | Credit Tr Aero | Tradirg | Cashocus |  |  |  | 3000000,00 | 3011254.29 |
| 15/10/2012 | Oebit Tre stan | Investments | Cashtocus |  |  | 3000000,00 |  | 11254.29 |
| 15/10/2012 | Credit Tr Aero | Trading | Cashocus |  |  |  | 200000.00 | 211254.29 |
| 15/10/2012 | Debit Tra Shiv | k. | Cashfocus |  |  | 200000.00 |  | 11254.29 |
| 16/10/2012 | Credit $T$ Aero | Tracling | Cashfocus |  |  |  | 300000.00 | 311254.29 |
| 16/10/2012 | Debit Tr Tege | sources | Cashocus |  |  | 100000.00 |  | 211254.29 |
| 16/10/20t2 | Bio Payn Abs | Tshwane | Ct unicipal |  |  | 2921.01 |  | 2083338.28 |
| 16/10/2012 | Debit Tr Tege | sources | Cashfocus |  |  | 50000.00 |  | 158333.28 |
| 16/10/2012 | Debit Tra Istan | Investments | Cashiocus |  |  | 150000.00 |  | 8333.28 |
| 17/10/2012 | Crectit Tr ssian | Investments | Castrocus |  |  |  | 2000000,00 | 2008333.28 |
| 17/10/2012 | Debit Tr Teg | sources | Cashocus |  |  | 2000000.00 |  | 833838 |
| 18/10/2012 | Npi Crea EFT | $80002015 / \mathrm{Jic}$ | Treas/lbs Mining SE |  |  |  | 2000000.00 | 2008333.28 |
| 18/10/2012 | Debit Tra |  | Cashfocus |  |  | 2000000.00 |  | 8333.28 |

## "N" p 3

## Retum address:

Private Bag X18, Johannesburg, 2000
Cheque Account Number: $\quad \mathbf{4 0 - 7 2 1 4 - 9 5 8 7}$
oakbay investments (PTY) LTD
PRIVATE BAG X180
halfway house
1685

Your transactions
(continued)


CHARGE: $A=A D M I N S T R A T I O N ~ C=C A S H$ DEPOSIT $M=M I X E D ~ S=S E R V I C E T=T R A N S A C T I O N$

## "N" p 4

## Cheque Account Number: <br> 40-7214-9587

Your transactions
(continued)

| Date | Transaction Doscription | Charge | Debit Amount | Credit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Eftbejg876968002/303511 |  |  |  |  |  |
| 1/11/2012 | Service Fee H | Headoffice | 103.50 |  | 1031940.52 |
| 1/11/2012 | Admin Charge Hear | Headoffice | 8.00 | - | 1031932.52 |
| 1/11/2012 | Debit Transfer Tegeta Resources | Cashtocus | 140000.00 | +1-1 | 891932.52 |
| 1/11/2012 | Debit Transfer Tegeta Resources | Cashrocus | 250000.00 | - | 641932.52 |
| Mabengele trvestments |  |  |  |  |  |
| 1/11/2012 | Credit Transter istandsite Investments | Cashtocus |  | 450000.00 | 1051932.52 |
| 1/11/2012 | Credit Transier istandsite Investments | Cashrocus |  | 240000.00 | 1291932.52 |
| 1/11/2012 | Debit Transfer Aerohaven Trading | Cashfocus | 120000.00 |  | 1171932.52 |
| 1/11/2012 | Debit Transfer Wavestone Computers | Cashocus | 120000.00 |  | 1051932.52 |
| 1/11/2012 | Oredit Transter isfandsite Investments | Castrocus |  | 500000,00 | 1551932.52 |
| 1/11/2012 | Debit Transfer Shiva Uranium | Cashtocus | 1500000.00 |  | 51932.52 |
| 2/11/2012 | Debit Transfer Tegeta Resources | Cashrocus | 10000.00 |  | 41932.52 |
| 5/11/2012 | Credit Transfer istandsite Investments | Cashfocus |  | \$175000.00 | 1216932.52 |
| 5/11/2012 | Debit Transfer Tegeta Resources | Cashtocus | 1175000.00 |  | 41932.52 |
| 6/11/2012 | Credit Transter isfandsite Investments | Cashtocus |  | 100000,00 | 141932.52 |
| 6/11/2012 | Debit Transfer Mabengele investments | Cashocus | 100000.00 |  | 41932.52 |
| 6/11/2012 | Credit Transier Tegeta Resources | Cashiocus |  | 700000.00 | 741932.52 |
| 6/11/2012 | Credit Transter isfandsite Investments | Castrocus |  | 500000.00 | 1241932.52 |
| 6/11/2012 | Bi Immediate Pint Absa Bank Kamal Vasram | Ct 1600 E 63 F 00 | 1200000.00 |  | 41932.52 |
| 7/11/2012 | Credit Transfer islandsite Investments | Cashfocus |  | 550000.00 | 591932.52 |
| 7/11/2012 | Debit Transfer C | Cashfocus | 500000.00 |  | 91932.52 |

## "N" p 5

## Retum address:

Private Bag Xi8, Johannesburg, 2000

## Cheque Account Number: <br> 40-7214-9587

oakbay investments (PTY) LTD
PRIVATE BAG X180
halfway house
1685

Your transactions
(continued)

| Date | Transaction Doscription Oharge | Debit Amount | Credit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: |
|  | Tna Media Pty Lto |  |  |  |
| 7/11/2012 | Debit Transfer <br> Cashfocus Tegeta Resources | 50000.00 |  | 41932.52 |
| 7/11/2012 | Credit Transfer <br> Cashfocus islandsite Investments |  | 5000000,00 | 5041932.52 |
| 7/11/2012 | Bi Immediate Pmt Cf Absa Eank Westdawn Investment 1600E67A8D | 5000000,00 | - | 41932.52 |
| 9/11/2012 | Npt Credit <br> Treas/bs EFT1211090002615/hic Ml9Ning S |  | 500000.00 | 541932.52 |
| 9/11/2012 | Credit Transter <br> Cashtocus istandsite Investments |  | 2500000.00 | 3041932.52 |
| 9/11/2012 | Debit Transfer <br> Cashocus Tegeta Resources | 3000000,00 |  | 41932.52 |
| 9/11/2012 | Werk Payment From Settement Absa Bank Oakbay Resources |  | 200000,00 | 241932.52 |
| 9/11/2012 | Bi Immediate Pmt Cf  <br> Absa Bark Kamal Vasram $1600 E 71534$ | 200000.00 |  | 41932.52 |
| 14/11/2012 | Credit Transfer Cashfocus islandsite Investments |  | 500000.00 | 541932.52 |
| 14/11/2012 | Bi Immediate Pmt Cf Absa Bank Westdawn Investment 1600 E E846 | 500000.00 |  | 41932.52 |
| 16/11/2012 | Credit Transter Cashocus istandsite Investments |  | 80000.00 | 121932.52 |
| 16/11/2012 | Cobit Transfer Cashtocus Mabengele investments | $80000.00$ |  | 41932.52 |
| 21/11/2012 | Credit Transfer <br> Cashocus StivaU |  | 1500000.00 | 1541932.52 |
| 21/11/2012 | Bi Immediate Pmt $\quad \mathrm{Cf}$ Absa Bank Kamal Vasram Bob $\quad 1600$ E94Ad4 | 500000.00 |  | 1041932.52 |
| 21/11/2012 | Debit Transfer Cashtocus islandsite Investments | 1000000.00 |  | 41932.52 |
| 22/11/2012 | Credit Transfer <br> Cashtocus Tna Media |  | 2500000.00 | 2541932.52 |
| 22/11/2012 | Debit Transfer Cashiocus Stiva Uranium | 2500000.00 |  | 41932.52 |
| 23/11/2012 | Npf Credit Treas/lbs EFT $1211230004255 /$ ic Mining SE |  | 7000000.00 | 7041932.52 |
| 23/11/2012 | Debit Transfer Cashtocus Tna Media Pty Ltd | 2500000.00 |  | 4541932.52 |
| 23/11/2012 | Debit Transfer Cashtocus | 4500000.00 |  | 41932.52 |

## "N" p 6

## Cheque Account Number: <br> 40-7214-9587

Your transactions
(continued)

| Date | Transaction Doscription |  | Charge |  | Debit Amount | Credit Amount | Betance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 19/12/2012 | Bi limnediate Pmt Absa Bank Kamal Vasram | Cl <br> am <br> 1 |  |  | 250000.00 |  | 229838.79 |
| 19/12/2012 | Debit Transfer Tegeta Resources | Cashoous |  |  | 20000,00 |  | 209838.79 |
| 19/12/2012 | Debit Transfer Blackedge Exploration | Cashfocus |  |  | 75000.00 |  | 134838.79 |
| 19/12/2012 | Acb Debit:External Ef 0022239732 | Settiement | 34.50 | S | 27939.34 |  | 106899.45 |
| 20/12/2012 | Debit Transfer Tegeta Resources | Cashtocus |  |  | 50000.00 |  | 56899.45 |
| 21/12/2012 | Credit Transter istandsite Investments | Cashtocus |  |  |  | 350000.00 | 406899.45 |
| 21/12/2012 | Debit Transfer Mabengele trvestrments | Cashfocus |  |  | 190000.00 |  | 216899.45 |
| 21/12/2012 | Debit Transfer Blackedge Exploration | Cashfocus |  |  | 120000.00 |  | 96899.45 |
| 21/12/2012 | Debit Transfer Tegeta Resources | Cashtocus |  |  | 30000.00 |  | 66899.45 |
| 21/12/2012 | Credit Transter istandsite Investments | Cashtocus |  |  |  | 500 000,00 | 566899.45 |
| 21/12/2012 | Debit Transfer Shiva Uranium | Cashfocus |  |  | 500000.00 |  | 66899.45 |
| $21 / 12 / 20 \pm 2$ | Acb Credit Wiloot | Settlement |  |  |  | 228000.00 | 294899.45 |
| 22/12/2012 | Credit Transiet istandsite Investments | Cashrocus |  |  | $1+1$. | 1000000,00 | 1294899.45 |
| 22/12/2012 | Debit Transfer Aerohaven Trading | Cashtocus |  |  | 1000000.00 |  | 294899.45 |
| 22/12/2012 | Debit Transfer | Cashtocus |  |  | 250000.00 |  | 44899.45 |

SERIVICE FEE: 7.45/2.65/34.50
MONTHLY MINIMUM: P661.80

CREDIT INTEREST RATE AS AT 30/11/2012

$$
0.00-999999999999999.99 \quad 0.0000 \%
$$

* = VAT R8.57- INCLUOED

CHARGE: $A=A D M I N S T R A T I O N ~ C=C A S H ~ D E P O S I T ~ M=M I X E D ~ S=S E R V I C E T=T R A N S A C T I O N$

Important Statements are accepted as correct unless cueried within 30 days. Cheques reflected on the statement which are not attached / imaged will be included with your next statement.

## Cheque Account Number: <br> 40-7214-9587

Your transactions
(continued)

| Date | Transaction Doscription Oharge | Dobit Amount | Credit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: |
| 4/01/2013 | Credit Transter <br> Cashtocus islandsite Investments |  | 200000,00 | 244829.65 |
| 4/01/2013 | Debit Transfer <br> Cashocus Aerohaven Tradirg | 100000,00 |  | 144829.65 |
| 4/01/2013 | Debit Transfer <br> Cashrocus Wavestone Computers | 100000.00 |  | 44829.65 |
| 7/01/2013 | Debit Transfer Cashtocus Blackedge Exploration | 10000.00 |  | 34829.65 |
| 7/01/2013 | Credit Transter Cashtocus istandsite Investments |  | 3000000.00 | 3034829.65 |
| 7/01/2013 | Bi Immediate Pmt Ct Absa Bank Westdawn Investment 1600F57021 | 3000000.00 |  | 34829.65 |
| 8/01/2013 | Credit Transter <br> Cashocus istandsite Investrnents |  | 5050000.00 | 5084829.65 |
| 8/01/2013 | Debit Transfer <br> Cashfocus Tegeta Resources | 1050000.00 |  | 4034829.65 |
| 8/01/2013 | Bi limmediate Pmt Ct Absa Bank Westdawn Investment 1600F5A82A | 4000000.00 |  | 34 829,65 |
| 9/01/2013 | Credit Transter Cashtucus istandsite Investments |  | 1000000,00 | 1034829.65 |
| 9/01/2013 | Bi Immediate Pmt Absa Bark Westoawn Investment 1600F5Eab5 | 1000000.00 |  | 34829.65 |
| 10/01/2013 | Npi Credit <br> Treas/bs EFT1301100000451/ic Miring SE |  | 2000000.00 | 2034829.65 |
| 10/01/2013 | Credit Transie: Cashocus istandsite Investments |  | 500000,00 | 2534829.65 |
| 10/01/2013 | Bi lmmediate Pmt Ct Absa Bank Kamal Vasram $1600 F 6090 \mathrm{~A}$ | 500000.00 |  | 2034829.65 |
| 10/01/2013 | Debit Transfer <br> Cashocus <br> Mabengele investiments | 425000.00 |  | 1609829.65 |
| 10/01/2013 | Debit Transfer Cashiocus Tegeta Resources | 577000.00 |  | 1032829.65 |
| 11/01/2013 | Crecit Transter <br> Castrocus istandsite Investments |  | 600 000.00 | 1632829.65 |
| 11/01/2013 | Debit Transfer <br> Cashtocus Wavestone Computers | 1500000.00 |  | 132829.65 |
| 11/01/2013 | Debit Transfer Aerohaven Traciry | 100000.00 |  | 32829.65 |
| 14/01/2013 | Npi Credit Treas/bs EFT $1301140001323 /$ sic Miring SE |  | 1000000.00 | 1032829.65 |

## "N" p 8

## Cheque Account Number: <br> 40-7214-9587

Your transactions
(continued)


## "N" p 9

## Retum address:

Private Bag Xi8, Johannesburg, 2000

## Cheque Account Number: <br> 40-7214-9587

OAKBAY INVESTMENTS (PTY) LTD
PRIVATE BAG X180
halfway house
1685

Your transactions
(continued)

| Doste | Transaction Doscription Oharge | Debit Amount | Credit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: |
| 8/02/2013 | Not Credit Treas/bs EFT $1302080005767 /$ kic Mining SE |  | 3000000,00 | 3098987.03 |
| 8/02/2013 | Debit Transfer <br> Cashoous Stiva Uraniem | 2800000,00 |  | 298987.03 |
| 11/02/2013 | Debit Transfer <br> Cashrocus islandsite Investments | 200000.00 |  | 98987.03 |
| 12/02/2013 | Credit Transter <br> Cashtocus islandsite Investments |  | 900000.00 | 998987.03 |
| 12/02/2013 | Bi lmmediate Pimt Cf Absa Bank Kamal Vasram 1600Fe7E6E | 950000.00 |  | 48987.03 |
| 13/02/2013 | Credit Transter <br> Cashtocus islandsite Investments |  | 850000.00 | 898987.03 |
| 13/02/2013 | Bi lmmediate Pmt Cf Absa Bark Kalnal Vasram $\quad 1600 F$ Feb02 | 850000.00 |  | 48987.03 |
| 13/02/2013 | Credit Transier <br> Cashfocus istandsite Investments | 20. | 200000.00 | 248987.03 |
| 13/02/2013 | Debit Transfer Cashtocus Stiva Uranium | 200000.00 |  | 48987,03 |
| 14/02/2013 | Debit Transfer Cashtocus Go Daddy USD 98.35 | 898.16 |  | 48088.87 |
| 15/02/2013 | Credit Transier Cashocus islandsite Investments |  | 100000.00 | 148088.87 |
| 15/02/2013 | Debit Transfer Cashfocus Tegeta Riesources | 100000.00 |  | 48088.87 |
| 20/02/2013 | Credit Transier istandsite Investments |  | 200000.00 | 248088.87 |
| 20/02/2013 | Debit Transfer Cashtocus Aerohaven Trading | 200000.00 |  | 48088.87 |
| 22/02/2013 | Npt Credit Treas/bs EFT $1302220006419 /$ Goldridge Tra |  | 500 000,00 | 548088.87 |
| 22/02/2013 | Credit Transier <br> Cashtocus isiandsite Investments |  | 230000.00 | 778088.87 |
| 22/02/2013 | Debit Transfer Cashtocus Kamal Vasram | 230000.00 |  | 548088.87 |
| 23/02/2013 | Npt Credit Treas/bs EFT $1302230001547 /$ Goldridge Tra |  | 500000.00 | 1048088.87 |
| 25/02/2013 | Credit Transfer <br> Cashfocus <br> Sb Resources . Aerohaven |  | 2064.30 | 1050153.17 |
| 25/02/2013 | Credit Transier <br> Cashfocus <br> Una - Woodlane |  | 1625.00 | 1051778.17 |

Your transactions
(continued)


## Returm address:

Private Bag X18, Johannesburg, 2000

## Cheque Account Number: 40-7214-9587

oakbay investments (PTY) LTD
PRIVATE BAG X180
halfuay house
1685

Your transactions
(continued)

| Doate | Transaction Doscription |  | Oharge |  | Debit Amount | Credit Amount | Batanco |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Aerohaven Trading |  |  |  |  |  |  |
| 18/03/2013 | Bi Immediate Pmt Absa Bark Kamal Vasra | $\mathrm{Ci}$ |  |  | 100000.00 |  | 349339.70 |
| 18/03/2013 | Credit Transfer islandsite Investments | Cashroces |  |  |  | 300000,00 | 649339.70 |
| 18/03/2013 | Debit Transfer Mabengele thvestments | Cashocus |  |  | 120000.00 |  | 529339.70 |
| 18/03/20+3 | Debit Transfer Tegeta Resources | Cashtocus |  |  | 480000.00 |  | 49839.70 |
| 18/03/2013 | Credit Transter Tha Media | Cashtocus |  |  |  | 1800000.00 | 1849339.70 |
| 18/03/2013 | Debit Transfer islandsite Investments | Cashtocus |  |  | 1800000.00 |  | 49339.70 |
| 19/03/2013 | Not Credit EFT $1303190002433 / \mathrm{Sic}$ | Treas/bs <br> Mining SE |  |  |  | 2000000,00 | 2049339.70 |
| 19/03/2013 | Debit Transfer Tegeta Resources | Cashtocus |  |  | 2000000.00 |  | 49339.70 |
| 20/03/2013 | Credit Transfer <br> Tna Media | Cashfocus |  |  |  | 1000000.00 | 1049339.70 |
| 20/03/2013 | Debit Transfer islandsite Investments | Cashocus |  |  | 1000000.00 |  | 49339.70 |
| 25/03/2013 | Crecit Transter <br> Tna Media | Cashocus |  |  |  | 3000000.00 | 3049339.70 |
| 25/03/2013 | Bi limediate Pmt Absa Bank Kamal Vasra |  |  |  | 150000.00 |  | 2839339.70 |
| 25/03/2013 | Debit Transfer Tegeta Resources | Cashfocus |  |  | 70000.00 |  | 2829339.70 |
| 25/03/2013 | Debit Transfer Mabengele investments | Cashoocus |  |  | 185000.00 |  | 2644339.70 |
| 25/03/2013 | Debit Transfer islandsite Investments | Cashtocus |  |  | 2550000.00 |  | 94 339,70 |
| 25/03/2013 | Debit Transfer Oak Sal 0313 | Cashtocus |  |  | 32302.25 |  | 62037.45 |
| 26/03/2013 | Credit Transier istandsite Investmerits | Cashiocus |  |  |  | 100000.00 | 162037.45 |
| 26/03/2013 | Debit Transfer Mabengele investments | Cashtocus |  |  | 100000.00 |  | 62037.45 |
| 26/03/2013 | Acb Oebit:External Ef0023739755 | Settlement | 36.23 | S | 27989.50 |  | 34047.95 |
| 27/03/2013 | Not Credit | Treas/los |  |  |  | 8000000,00 | 8034047.95 |

## Retum address:

Private Eag Xi8, Johannesburg, 2000

## Cheque Account Number: <br> 40-7214-9587

OAKBAY INVESTMENTS (PTY) LTD
PRIVATE BAG X180
halfway house
1685

Your transactions
(continued)


Your transactions
(continued)

| Date | Transaction Doscription | Charge | Debit Amount | Credit Amount | Batanco |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | islandsite Investments |  |  |  |  |
| 22/04/2013 | Debit Transfer <br> Cashfocus Tegeta Resources |  | 150000.00 |  | 1046953.49 |
| 22/04/2013 | Noi Credit Treas/bs EFT $030216294506 /$ Estina Pty Et |  |  | 4500000,00 | 5546953.49 |
| 22/04/2013 | Credit Transfer Cashoous Aerohaven Trading |  |  | 4500000.00 | 10046953.49 |
| 22/04/20+3 | Debit Transfer Castocus Bank Of Barota |  | 10000000.00 |  | 46953.49 |
| 23/04/2013 | Bark Payment From Settlement Absa Bank Oakbay Fesources |  |  | 17000000.00 | 17046953.49 |
| 23/04/2013 | Debit Transfer <br> Cashoous islandsite Investments |  | 17000000.00 |  | 46953.49 |
| 24/04/2013 | Credit Transter <br> Cashtocus islandsite Investments |  |  | 1000000,00 | 1046953.49 |
| 24/04/2013 | Debit Transfer <br> Cashocus Tegeta Resources |  | 1000000.00 |  | 46953.49 |
| 25/04/2013 | Credit Transfer <br> Cashfocus islandsite Investments |  |  | 300000.00 | 346953.49 |
| 25/04/2013 | Debit Transfer Cashocus Blackedge Exploration |  | 50000.00 |  | 296953.49 |
| 25/04/2013 | Debit Transfer Cashocus Mabengele investments |  | 190000.00 |  | 106953.49 |
| 25/04/2013 | Debit Transfer Cashtocus Tegeta Resources |  | 25000.00 |  | 81953.49 |
| 25/04/2013 | Credit Transter Cashoous Aerohaven Trading |  |  | 13500000.00 | 13581953.49 |
| 25/04/2013 |  |  | 13500000.00 |  | 81953.49 |
| 25/04/2013 | Debit Transfer Cashtocus Oak Sal 0413 |  | 25519.15 |  | 56 434,34 |
| 26/04/2013 | Npt Credit Treas/lbs EFT $1304260007155 /$ ic Mining SE |  |  | 9000000.00 | 9056434.34 |
| 26/04/2013 | Debit Transfer <br> Cashiocus islandsite Investments |  | 7000000.00 |  | 2056434.34 |
| 26/04/2013 | Debit Transfer Cashocus Tegeta Resources |  | 2000000.00 |  | 56434.34 |
| 26/04/2013 | Npt Credit Treas/bs EFT $1304260007801 /$ Gic Mining SE |  |  | 3000000,00 | 3056434.34 |
| 26/04/2013 | Debit Tramsfer Cashtocus |  | 3000000.00 |  | 56 434,34 |

Your transactions
(continued)

| Date | Transaction Doscription |  | Onarge | Debit Amount | Creotit Amount | Betance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | islandsite Investrients |  |  |  |  |  |
| 22/07/2013 | Debit Transfer Tegeta Resources | Cashfocus |  | 200000.00 |  | 37551.80 |
| 23/07/2013 | Npi Credit | Treas/bs |  |  | 17000000.00 | 17037551.80 |
|  | EFT $1307230001721 / \mathrm{sic}$ | c Mining SE |  |  |  |  |
| 23/07/2013 | Debit Transfer islandsite Investments | Cashocus |  | 17000000.00 | - | 37551.80 |
| 23/07/2013 | Credit Transter islandsite Investrmerts | Castrocus |  |  | 3000000.00 | 3037551.80 |
| 23/07/2013 | Debit Transfer Westawh inyestment | Cashocus |  | 3000000.00 |  | 37551.80 |
| 24/07/2013 | Cregit Transter tsiandsite Investments | Cashocus |  |  | 6500000.00 | 6537551.80 |
| 24/07/2013 | Debit Transfer Shiva Uranium | Cashocus |  | 4000000.00 |  | 2537551.80 |
| 24/07/2013 | Debit Transfer Aerohaven Trading | Cashocus |  | 150000.00 |  | 2387551.80 |
| 24/07/2013 | Debit Transfer Tegeta Resources | Cashfocus |  | 270000.00 |  | 2117551.80 |
| 24/07/2013 | Debit Transfer Mabengele fnvestments | Cashtocus |  | 80000.00 |  | 2037551.80 |
| 24/07/2013 | Bi Immediate Pmt Absa Bank Westdawn | Cl <br> Investment | $=4 E 3 C$ | 2000000,00 |  | 37551.80 |
| 25/07/2013 | Credit Tramster mfinity Media | Cashocus |  |  | 1000000,00 | 1037551.80 |
| 25/07/2013 | Debit Transfer Tha Media Pty Lto | Cashocus |  | 1000000.00 |  | 37551.80 |
| 25/07/2013 | $\begin{aligned} & \text { Npt Credit } \\ & \text { EFT } 1307250007189 / 5 i 0 \end{aligned}$ | Treas/los <br> Mining SE |  |  | 1500000.00 | 1537551.80 |
| 25/07/2013 | Debit Transfer Tegeta Resources | Cashtocus |  | 70000.00 |  | 1467551.80 |
| 25/07/2013 | Debit Transfer Mabengele investments | Cashtocus |  | 150000.00 |  | 1317551.80 |
| 25/07/2013 | Debit Transfer Blackedge Exploration | Cashocus |  | 50000.00 |  | 1267551.80 |
| 25/07/2013 | Debit Transfer istandsite Investments | Cashocus |  | 1220000.00 |  | 47551.80 |
| 25/07/2013 | Debit Transfer Oak Sal 0713 | Cashocus |  | 28540.66 |  | 19011.14 |
| 26/07/2013 | Npt Credit | Treas/bs |  |  | 1000000,00 | 1019011.14 |

Your transactions
(continued)

| Date | Transaction Doscription |  | Onarge | Debit Amount | Oredit Amount | Betance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| EFT $1309+200+1309 / \mathrm{sic}$ Mining SE |  |  |  |  |  |  |
| 12/09/2013 | Debit Transfer Stiva Uranium | Cashfocus |  | 2300000.00 |  | 230225.88 |
| 13/09/2013 | Debit Transfer Grant Thomton | Cashocus |  | 64182.00 | 10x | 166043.88 |
| 13/09/2013 | Debit Transfer Grant Thomton | Cashocus |  | 15960.00 | - | 150083.88 |
| 16/09/2013 | Debit Transfer Blackedge Exploration | Cashtocus |  | 120000,00 |  | 30083.88 |
| 17/09/2013 | Npi Credit EFT $1309+70001999 / \mathrm{Jic}$ | Treas/hs <br> Miring SE |  |  | 2000000.00 | 2030083.88 |
| 17/09/2013 | Debit Transfer islandsite Investments | Cashocus |  | 2000000,00 |  | 30083.88 |
| 19/09/2013 | Npt Credit <br> EFT $1309190003755 / \mathrm{JiC}$ | Treas/bs <br> Mining SE |  |  | 2000000,00 | 2030083.88 |
| 19/09/2013 | Debit Transfer Powerhouse | Cashtocus |  | 3091.11 |  | 2026992.77 |
| 19/09/2013 | Debit Transfer istandsite Investments | Cashfocus |  | 2000000.00 |  | 26992.77 |
| 20/09/2013 | Npi Credit EFT $\{309200002602 / \mathrm{sic}$ | Treas/los <br> Mining SE |  |  | 25000000.00 | 25026992.77 |
| 20/09/2013 | Debit Transfer Aerohaven Trading | Cashfocus |  | 19500000.00 |  | 5526992.77 |
| 20/09/2013 | Not Credit EFT1030325127975/Ka | Treas/bs amal Vasram |  |  | 1675716,00 | 7202708.77 |
| 20/09/2013 | Debit Transfer Aerohaven Trading | Cashocus |  | 6600000.00 |  | 602708.77 |
| 20/09/2013 | Credit Transier istandsite Investments | Cashoocus |  |  | 9500000.00 | 10102708.77 |
| 20/09/2013 | Debit Transfer Aerohaven Trading | Cashtocus |  | 10000000.00 |  | 102708.77 |
| 23/09/2013 | Debit Transfer Tegeta Riesources | Cashtocus |  | 50000.00 |  | 52708.77 |
| 25/09/2013 | Credit Transier istandsite Investmerts | Cashoocus |  |  | 350000.00 | 402708.77 |
| 25/09/2013 | Debit Transfer Tegeta Resources | Cashocus |  | 50000.00 |  | 352708.77 |
| 25/09/2013 | Debit Transfer Mabengele investments | Cashtocus |  | 190000.00 |  | 162708.77 |
| 25/09/2013 | Debit Transfer | Cashtocus |  | 52000.00 |  | 110708.77 |

## Retum address:

Private Bag X18, Johannesburg, 2000

## Cheque Account Number: $\quad$ 40-7214-9587

OAKBAY INVESTMENTS (PTY) LTD
PRIVATE BAG X180
halfway house
1685

Your transactions
(continued)

| Date | Transaction Description | Charge | Debit Amount | Credit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Infinity Media Networks |  |  |  |  |
| 10/07/2013 | Credit Transfer Islandsite Investrments | Cashfocus |  | 6500000.00 | 6542551.80 |
| 10/07/2013 | Bi Immediate Pmt Absa Bank Westdawn | investment 16012Ac726 | 3100000.00 |  | 3442551.80 |
| 10/07/2013 | Debit Transfer Infinity Media Networks | Cashtocus | 3400000.00 | - | 42551.80 |
| 10/07/2013 | Credit Transier Infinity Media | Cashtocus |  | 1800000.00 | 1842551.80 |
| 10/07/2013 | Credit Transfer Infinity Media | Cashfocus |  | 250000.00 | 2092551.80 |
| 10/07/2013 | Debit Transfer Shiva Uranium | Cashocus | 1800000.00 |  | 292551.80 |
| 10/07/2013 | Debit Transfer Tegeta Resources | Cashtocus | 250000.00 |  | 42551.80 |
| 11/07/2013 | Credit Transfer Islandsite Investrments | Cashfocus |  | 2650000.00 | 2692551.80 |
| 11/07/2013 | Debit Transfer Infinity Media Networks | Cashfocus | 2050000.00 |  | 642551.80 |
| 11/07/2013 | Debit Transfer Aerohaven Trading | Cashfocus | 515000.00 |  | 127551.80 |
| 11/07/2013 | Debit Transfer Tegeta Resources | Cashocus | 90000.00 |  | 37551.80 |
| 16/07/2013 | Credit Transfer Islandsite Investments | Cashfocus |  | 1100000,00 | 1137551.80 |
| 16/07/2013 | Debit Transfer Tegeta Resources | Cashfocus | 1100000.00 |  | 37551.80 |
| 18/07/2013 | Credit Transfer Islandsite Investrients | Cashfocus |  | 245000.00 | 282551.80 |
| 18/07/2013 | Debit Transfer Tegeta Resources | Cashtocus | 245000.00 |  | 37551.80 |
| 19/07/2013 | Npt Credit EFT1307190004453/Jic $M$ | Treas/lbe <br> Mining SE |  | 600000.00 | 637551.80 |
| 19/07/2013 | Bi Immediate Pmt <br> Absa Bank Kamal Vasram | $16012 \mathrm{D} 3 \mathrm{~B} 32$ | 600000.00 |  | 37551.80 |
| 19/07/2013 | Credit Transfer Aerohaven Trading | Cashfocus |  | 800000.00 | 837551.80 |
| 19/07/2013 | Debit Transfer Islandsite Investments | Cashtocus | 800000.00 |  | 37551.80 |
| 22/07/2013 | Credit Transter Cost | Cashocus |  | 200000.00 | 237551.80 |


| $0000200(109 / 2006)$ | Page 3 of 5 oakeay 001 | ABSA Bank Umilled <br> Anthorised Finanial Servines Provider - Regislered Credil Provider, Reg No. NCRCP7 Fieydishiliwn number (1996/004794/06) | Tax Invoice <br> VAT Registration number 4940112230 |
| :---: | :---: | :---: | :---: |

## Retum address:

Private Bag X18, Johannesburg, 2000

## Cheque Account Number: <br> 40-7348-5948

## Cheque account statement

## 2 Jul 2013 to 1 Aug 2013

| Account Type: | Business | Issued on: | 1 Aug 2013 |
| :--- | :--- | :--- | :--- |
| Statement no: | 0054 |  |  |
| Client VAT reg no: |  |  |  |

Visit wow absa.co.za or any Absa
branch for details of our 2013 fees and branch for details of our 2013 fees and charges.

Your transactions

| Date | Transaction Descmption |  | Charge |  | Debit Amount | Credit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2/07/2013 | Bal Erought Forward |  |  |  | +1-1 |  | 11437.27 |
| 2/07/2013 | Bank Staternent H | Headotrice | 11.00 | A |  |  | 11437.27 |
| 5/07/2013 | Crectit Transfer Oakbay Investrnents | Cashtocus |  |  |  | 330000.00 | 341437.27 |
| 5/07/2013 | Debit Transfer <br> Bank Of India - Oceanfron | Cashfocus Ont |  |  | 132000.00 |  | 209437.27 |
| 5/07/2013 | Debit Transfer <br> Bank Of Baroda - Oceanf | Cashfocus <br> front |  |  | 198000.00 |  | 11437.27 |
| 8/07/2013 | Credit Transfer Oakbay Investrnents | Cashfocus |  |  |  | 3000000.00 | 3011437.27 |
| 8/07/2013 | Bi Irnmediate Prnt Absa Bank Kamal Vasram | 160 | $33 \mathrm{B9} 9$ |  | 3000000,00 |  | 11437.27 |
| 11/07/2013 | Credit Transfer Oakbay Investments | Cashfocus |  |  |  | 515000.00 | 526437.27 |
| 11/07/2013 | Debit Transfer Bank Of Baroda | Cashtocus |  |  | 513000.00 |  | 13437.27 |

## "O" p 2

## Cheque Account Number: 40-7348-5948

Your transactions (continued)

| Date | Transaction Descriotion | Charge | Debit Amount | Credit Amount | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 19/07/2013 | Crectit Transfer Infinity Media Networks | Cashfocus |  | 800000.00 | 813437.27 |
| 19/07/2013 | Debit Transfer Oakbay investrnents | Cashfocus | 800000.00 |  | 13437.27 |
| 24/07/2013 | Credit Transfer Oakbay Investrnents | Cashfocus |  | 150000.00 | 163437.27 |
| 24/07/2013 | Bi Irnmediate Prnt Absa Bank Kamal Vasram | $16012 E 4 E 43$ | 150,000,00 |  | 13437.27 |
| 1/08/2013 | Min Service Fee He | Headotice | 64.50 |  | 13372.77 |
| 1/08/2013 | Admin Charge $\quad \mathrm{H}$ | Headoffice | 11.00 |  | 13361.77 |
| 1/08/2013 | Credit Interest $\quad \mathrm{H}$ | Headotfice |  | 0.54 | 13362.31 |
| 1/08/2013 | Credit Transfer Oakbay Investments | Cashfocus |  | 1000000.00 | 1013362.31 |
| 1/08/2013 | Bi Irnmediate Prit Absa Bank Kamal Vasram | $16013210 \mathrm{~B} 6$ | 1000000.00 |  | 13.362 .31 |

SERVICE FEE: $12.00 / 2.79 / 36.23$ MONTHLY MINIMUMM: R64.50
CREDT INTEREST RATE AS AT 02/07/2013 0.00-999999999999999.99 0.0500\%

* $=$ VAT R9.27. INCLUDED

CHARGE: $A=A D M I N I S T R A T I O N ~ C=C A S H$ OEPOSIT $M=M I X E O \quad S=S E R V I C E T=$ TRANSACTION

000000 mH 2006 F

Page 2 of 2

## Tax Invoice

VATT Registration number 4940112250

"O" p 3

## Retum address:

Private Bag X18, Johannesburg, 2000

## Cheque Account Number: <br> 40-7348-5948

## Cheque account statement

## 2 Aug 2013 to 1 Sep 2013

| Account Type: | Business | Issued on: | 1 Sep 2013 |
| :--- | :--- | :--- | :--- |
| Statement no: | 0055 |  |  |
| Client VAT reg no: |  |  |  |



## "O" p 4

## Cheque Account Number: 40-7348-5948

Your transactions
(continued)


CREDT INTEREST RATE AS AT 02/08/2013 0.00-999999999999999.99 0.0500\%

* $=$ VAT R9.27- INCLUDED

CHARGE: $A=A D M I N I S T R A T I O N ~ C=C A S H ~ D E P O S I T ~ M=M I X E O \quad S=S E R V I C E ~ T=T P A N S A C T I O N$


$$
\text { "O" p } 5
$$

## Retum address:

$$
\text { Private Bag X18, لhannesburg, } 2000
$$

## Cheque Account Number: <br> 40-7348-5948

## Cheque account statement

2 Sep 2013 to 1 Oct 2013

| Account Type: | Business | Issued on: | 1 Oct 2013 |
| :--- | :--- | :--- | :--- |
| Statement no: | 0056 |  |  |
| Client VAT reg no: |  |  |  |

Visit wurw absa.co.za or any Absa
branch for details of our 2013 fees and branch for details of our 2013 fees and charges.

Account Summary:

| Balance Brought Forward | 13287,38 |
| :--- | ---: |
| Interest Earned | 2,91 |
| Sundry Credits | 81595000,00 |
| Sundry Debits | $81576,353,65-$ |
| Charges | $75,50-$ |
| Balance | $\mathbf{3 1 8 6 1 , 1 4}$ |
| Overdraft Limit | 0,00 |

Your transactions

| Date | Transaction Description | Charge | - | Debit Amount | Credit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2/09/2013 | Bal Brought Fonward |  |  | 1- |  | 13287.38 |
| 2/09/2013 | Bank Staternent Headotrice | 11.00 | A |  |  | 13287.38 |
| 2/09/2013 | Debit Transfer \|themba-Matila $\quad$ Cashtocus |  |  | 1134.55 |  | 12152.83 |
| 2/09/2013 | Debit Transfer \|themba - Mtazi |  |  | 1134.55 |  | 11018.28 |
| 2/09/2013 | Debit Transfer <br> Cashfocus Ithemba Goverhance And Statu |  |  | 1084.55 |  | 9933.73 |
| 3/09/2013 | Credit Transfer <br> Cashfocus Oakbay Investrnents |  |  |  | 210000.00 | 219933.73 |
| 3/09/2013 | Debit Transfer Cashtocus Bank Of Baroda-Oceanfront |  |  | 204000.00 |  | 15933.73 |
| 3/09/2013 | Credit Transfer Cashfocus Oakbay Investments (Pty) Ltd |  |  |  | 1600000.00 | 1615933.73 |
| 3/09/2013 | Debit Transter Cashocus SEssa |  |  | 1600000.00 |  | 15933.73 |

## "O" p 6

## Cheque Account Number: <br> 40-7348-5948

Your transactions
(continued)


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\text { "O" p } 7
$$

## Retum address:

Private Bag X18, Johannesburg, 2000

## Cheque Account Number: <br> 40-7348-5948



## Retum address:

Private Bag X18, Johannesburg, 2000

## Cheque Account Number: <br> 40-7348-5948

## Cheque account statement

## 2 Oct 2013 to 1 Nov 2013

| Account Type: | Business | Issued on: | 1 Nov 2013 |
| :--- | :--- | :--- | :--- |
| Statement no: | 0057 |  |  |
| Client VAT reg no: |  |  |  |

Visit wrur absa.co.za or any Absa branch for details of our 2013 fees and charges.

008140
005248
Abcorp Inland 2 Corporate Accounts Podium Foor Norton Rose Eldg
PO Box 7735
Johannesburg
2001
E) (010) 226-8000

PO OHAVEN TRADING (PTY) LTD
PO BOX 1501 halfway house 1685

Account Summary:

| Balance Brought Forward | 31861,14 |
| :--- | ---: |
| Interest Earned | 1,08 |
| Sundry Credits | 5400000,00 |
| Surdry Debits | $5408100,00-$ |
| Charges | $75,50-$ |
| Balance | $\mathbf{2 3} 686,72$ |
| Overdraft Limit | 0,00 |

Your transactions


## "O" p 9

## Cheque Account Number: <br> 40-7348-5948



NOTE THAT EFFECTIVE $1 / 11 / 2013$ THE FEE FOR OUR NEWLY LAUNCHED CARDLESS ATM DEPOSITS IS R5.25+R1,25/R100.VIST ABSA.CO.ZA/CALL 0860109136 FOR MORE DETALLS.

* $=$ VAT R $9.27 \cdot \operatorname{INCLUDED}$

CHARGE: $A=A D M I N I S T R A T I O N ~ O=C A S H ~ D E P O S I T M=M I X E O ~ S=S E P V I C E T=T P A N S A C T I O N$

0002002 my 200 F

Page 2 of 2

## Tax Invoice

VAT Piegistration number 4940112250

## Retum address:

Private Bag X18, Johannesburg, 2000

## Cheque Account Number: <br> 40-7348-5948

## Cheque account statement

## 2 Nov 2013 to 1 Dec 2013

| Account Type: | Business | Issued on: |
| :--- | :--- | :--- |
| Statement no: <br> Client VAT reg no: | 0058 | 1 Dec 2013 |

Visit whrw absa.co.za or any Absa
branch for details of our 2013 fees and

Account Summary:

| Balance Brought Forward | 23686,72 |
| :--- | ---: |
| Interest Earned | 0,97 |
| Sundry Credits | 20285000,00 |
| Sundry Debits | $20285000,00-$ |
| Charges | $75,50-$ |
| Balance | 23612,19 |
| Overdraft Limit | 0,00 |

Your transactions

| Date | Transaction Descmition | Charge |  | Debit Amount | Credit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2/11/2013 | Bal Brought Forward |  |  |  |  | 23686.72 |
| 2/11/2013 | Bank Staternent Headoffice | 11.00 | A |  |  | 23686.72 |
| 4/11/2013 | Creclit Transfer Oakbay Investrnents |  |  |  | 415000.00 | 438686.72 |
| 4/11/2013 | Debit Transfer Cashfocus <br> Bank Of India - Oceanfront |  |  | 13700000 |  | 301686.72 |
| 4/11/2013 | Debit Transfer <br> Cashfocus Bank Of Baroda |  |  | 73000.00 |  | 228686.72 |
| 4/11/2013 | Debit Transfer <br> Cashfocus Bank Of Baroda. Oceanfront |  |  | 205000.00 |  | 23686.72 |
| 7/11/2013 | Credit Transfer Oakbay Investments |  |  |  | 200000.00 | 223686.72 |
| 7/11/2013 | Bi lrnmediate Prnt Cf Absa Bank Kamal Vasram | 682E |  | 200000.00 |  | 23686.72 |
| 11/11/2013 | Credit Transfer <br> Cashfocus Localiga |  |  |  | 270000.00 | 293686.72 |

## "O" p 11

## Cheque Account Number: <br> 40-7348-5948



## Retum address:

Private Bag X18, Johannesburg, 2000

## Cheque Account Number: <br> 40-7348-5948

## Cheque account statement

## 2 Dec 2013 to 1 Jan 2014

| Account Type: | Business | Issued on: |
| :--- | :--- | :--- |
| Statement no: <br> Client VAT reg no: | 0059 |  |

Visit wurw absaca. Ca or any Absa
branch for details of our 2013 fees and branch for details of our 2013 fees and charges.

| Account Summary: | 23612,19 |
| :--- | ---: |
| Balarnce Brought Forward | 604,94 |
| Interest Earned | 106600000,00 |
| Surdry Credits | $106550.300,00-$ |
| Surdry Debits | $75,50-$ |
| Charges | 73841,63 |
| Balance | 0,00 |
| Overdraft Limit |  |

Your transactions

| Date | Transaction Descmition |  | Charge |  | Debit Amount | Credit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2/12/2013 | Bal Brought Fonward |  |  |  | 180 |  | 23612.19 |
| 2/12/2013 | Bank Staternent Heas | Headotrice | 11.00 | A |  |  | 23612.19 |
| 2/12/2013 | Credit Transfer Oakbay Investrnents | Cashtocus |  |  |  | 1000000.00 | 1023612.19 |
| 2/12/2013 | Bi lrnmediate Prot <br> Absa Bank Karnal Vasran | 16 | 85E6 |  | 1000000,00 |  | 23612.19 |
| 2/12/2013 | NpfCredit T EFT1030383874687/Aeron | Treas/bs rohaven Tra |  |  |  | 19000000.00 | 19023612.19 |
| 2/12/2013 | Credit Transfer Oakbay Investrnents | Cashfocus |  |  |  | 21000000.00 | 40023612.19 |
| 3/12/2013 | Credit Transfer Oakbay Investments | Cashtocus |  |  |  | 70000.00 | 40093612.19 |
| 3/12/2013 | Debit Transfer Bank Of Baroda | Cashfocus |  |  | 70000,00 |  | 40023612.19 |
| 4/12/2013 | Debit Transfer Salim Essa | Cashrocus |  |  | 22000000.00 |  | 18023612.19 |

## "O" p 13

## Cheque Account Number: 40-7348-5948

Your transactions
(continued)

| Date | Transaction Descriotion Charge | Debit Amount | Credit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: |
| $5 / 12 / 2013$ | Credit Transfer <br> Cashiocus Localiga |  | 300000.00 | 18.323612 .19 |
| 5/12/2013 | Credit Transfer <br> Cashfocus Oakbay investrnents |  | 30000.00 | 18353612.19 |
| $5 / 12 / 2013$ | Debit Transfer <br> Cashfocus <br> Biank Of Barouda. <br> Oceanfront | 198000.00 |  | 18155612.19 |
| $5 / 12 / 2013$ | Debit Transter <br> Cashocus <br> Bank Of India - Oceanfront | 132000,00 |  | 18023612.19 |
| $5 / 12 / 2013$ | Npf Credit <br> Treas/bs EFT1030385890641 Nan Der Merwe |  | 22000000.00 | 40023612.19 |
| $6 / 12 / 2013$ | Debit Transfer <br> Cashfocus Oakbay Investrnents | 10000000.00 |  | 30023612.19 |
| 9/12/2013 | Debit Transfer Cashrocus Oakbay Investrnents | 7425000.00 |  | 22598612.19 |
| 10/12/2013 | Debit Transfer <br> Cashocus Oakbay Investments | 8000000,00 |  | 14598612.19 |
| 10/12/2013 | Debit Transfer <br> Cashfocus <br> Bank Of Baroda - Elgasolve | 125000.00 |  | 14473612.19 |
| 12/12/2013 | Npf Credit <br> Treas/lbs EFT1030389545078Nan Der Mewe |  | 10000000.00 | 24473612.19 |
| 13/12/2013 | Debit Transfer Cashfocus Oakbay Investments | 10800000.00 |  | 13673612.19 |
| 13/12/2013 | Debit Transfer <br> Cashfocus Oakbay Investments | $600000.00$ |  | 13073612.19 |
| 10/12/2013 | Debit Transfer Cashtocus Islandsite Investments | 8000000.00 |  | 5073612.19 |
| 13/12/2013 | Credit Transfer <br> Cashfocus Oakbay Investments |  | 8000000.00 | 13073612.19 |
| $13 / 12 / 2013$ | Credit Transfer <br> Cashfocus islandsite Investments |  | 8000000.00 | 21073612.19 |
| 18/12/2013 | Debit Transter <br> Cashtocus <br> Sb - Ithemba Govemance And | \$00.00 |  | 21073612.19 |
| 19/12/2013 | Debit Transter Cashocus Iqbal Meer Sharma | 20000000.00 |  | 1073312.19 |
| 20/12/2013 | Credit Transfer <br> Cashfocus Oakbay Investrnents |  | 2500000.00 | 3573312.19 |
| 20/12/2013 | Bi Immediate Pmt <br> Absa Bank Kamal Vasram 16015Ea790 | 2500000.00 |  | 1073312.19 |
| 20/12/2013 | Debit Transfer <br> Cashfocus Oakbay Investments | 1000000,00 |  | 73312.19 |

"O" p 14

## Return address:

Private Bag X18, Johannesburg, 2000

## Cheque Account Number: <br> 40-7348-5948

## AEROHAVEN TRADING (PTY) LTD <br> PO BOX 1501 HALFWAY HOUSE 1685

Your transactions
(continued)

| Date | Transaction Descriotion | Charge | Debit Amount | Credit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 21/12/2013 | Crectit Transfer <br> Cashocus Oakbay Investments |  |  | 1000000.00 | 1073812.19 |
| 30/12/2013 | Debit Transfer <br> Cashfocus 4072149587 Tr\# 27136 |  | 1000000.00 |  | 73312.19 |
| 30/12/2013 | Npf Credit <br> Treas/bs 1312308505Np2798/Mr K Vasrarn |  |  | 13700000.00 | 13773312.19 |
| 30/12/2013 | Debit Transfer Cashocus Oakbay Investments |  | 13700000.00 |  | 73.312.19 |
| 1/01/2014 | Min Service Fee Headotice |  | 64.50 |  | 73247.69 |
| 1/01/2014 | Adrrin Change Headotice |  | 11.00 |  | 73236.69 |
| 1/01/2014 | Credit interest Headotice |  |  | 604.94 | 73841.63 |
| SERVICE FEE: $12.00 / 2.79 / 36.23$ |  | MONTHLY MINIMUM: R64.50 |  |  |  |

CREDT INTEREST RATE AS AT 02/12/2013 0.00-999999999999999.99 0.0500\%

* $=$ VAT R9.27- INCLUDED

CHARGE: $A=A D M I N I S T R A T I O N ~ O=C A S H ~ O E P O S I T ~ M=M I X E O ~ S=S E R V I C E T=T P A N S A C T I O N$


## Page 3 of 3

a $100202 \mathrm{~m} / 2006$

ATRACIN5 55

## Tax Invoice

VAT Registraion number 494011225

"O" p 15

## Retum address:

Private Bag X18, Johannesburg, 2000
Cheque Account Number: 40-7348-5948


Your transactions
(continued)

| Date | Transaction Descriotion | Charge | Debit Amount | Credit Amount | Batarice |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 9/05/2014 | Debit Transfer <br> Cashocus <br> Bank Of Baroda |  | 168000,00 |  | 106270.62 |
| 13/05/2014 | Credit Transfer <br> Cashfocus Oakbay investrnents |  |  | 330000.00 | 436270.62 |
| 13/05/2014 | Debit Transfer <br> Cashfocus Salim Essa |  | 330000.00 |  | 106270.62 |
| 22/05/2014 | Npf Credit Treas/lbs 1405228505Np0146/K2001 |  |  | 3294855.00 | 3401125.62 |
| 22/05/2014 | Credit Transfer <br> Cashfocus Oakbay Investments |  |  | 5000000.00 | 8401125.62 |
| 22/05/2014 | Debit Transfer Cashfocus Oceanfront - Bank Of Baroda |  | 3000000.00 |  | 5401125.62 |
| 22/05/2014 | Debit Transfer <br> Cashfocus Oceanfront - Boi |  | 2000000.00 |  | 3401125.62 |
| 23/05/2014 | Debit Transfer Oakbay Investments |  | 3000000.00 |  | 401125.62 |
| 27/05/2014 | Debit Transfer Cashfocus Ithemba Governance And Statu |  | 100.00 |  | 401025.62 |
| 1/06/2014 | Min Service Fee Headoffice | * | 67.75 |  | 400957.87 |
| 1/06/2014 | Admin Charge Headoffice | * | 14.00 |  | 400943.07 |
| 1/06/2014 | Crectit Interest Headoffice |  |  | 93.41 | 401037.28 |

SERVICE FEE: $13.50 / 3.00 / 38.00$
CREDT INTEREST RATE AS AT 02/05/2014


* = VAT R10.04- INCLUDED

CHARGE: $A=A D M I N I S T R A T I O N ~ C=C A S H$ DEPOSIT $M=M I X E D ~ S=S E R V I C E T=T R A N S A C T I O N$

## Retum address:

Private Bag X18, Johannesburg, 2000

## Cheque Account Number: <br> 40-7348-5948

## Cheque account statement

## 2 Jun 2014 to 1 Jul 2014

| Account Type: | Business | Issued on: | 1 Jul 2014 |
| :--- | :--- | :--- | :--- |
| Statement no: | 0065 |  |  |

Visit wrur absa.co.za or any Absa branch for details of our 2013 fees and charges.
Charges.

008140
008920
Midrand
Snr Alexandria \& Old Pretoria
POBOx 261001
Excom
2023
E(1) (011) 207-0000

PO HAVEN TRADING (PTY) LTD
PO BOX 1501 HALFWAY HOUSE 1685

Your transactions (continued)

| Date | Transaction Descriotion |  | Charge | Debit Amount | Credit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 5/06/2014 | Debit Transfer Salim Essa | Cashtocus |  | 4000000,00 |  | 7037.28 |
| 10/06/2014 | Credit Transfer Localiga Pty Lid | Cashfocus |  |  | 250000.00 | 257037.28 |
| 10/06/2014 | Debit Transfer Oakbay livestments | Cashfocus <br> (y) |  | 250000.00 |  | 7037.28 |
| 14/06/2014 | lbank Payrnent From Absa Bank Salim Lo | Settlement Repaid |  |  | 4000000.00 | 4007037.28 |
| 17/06/2014 | Debit Transfer Oakbay Investments | Cashtocus |  | 800000,00 |  | 3207037.28 |
| 17/06/2014 | Bi Immediate Pmt Absa Bank Bank Of | Cf aroda $16$ |  | 3200000.00 |  | 7037.28 |
| 24/06/2014 | Debit Transfer Ithemba - Sb Riesour | Cashfocus |  | 550.00 |  | 6487.28 |
| 1/07/2014 | Min Service Fee | Headoffice |  | 67.75 |  | 6419.53 |
| 1/07/2014 | Adrnin Charge | Headotfice |  | 14.00 | - | 6405.53 |
| 1/07/2014 | Crecitit interest | Headotfice |  |  | 146.73 | 6552.26 |

SERV|CE FEE: 13,50/3,00/38,00
MONTHLY MINIMUM: R67.75
CRECIT INTEREST PATE AS AT O2/06/2014
$0.00 \cdot 999999999990999.90 \quad 0.4000 \%$

* = VAT R10.04- INOLUDED

CHARGE: $A=A D M \mid N I S T R A T I O N ~ O=C A S H D E P O S I T M=M I X E D S=S E P V I C E T=T R A N S A O T I O N$

"O" p 19

## Retum address:

Private Bag X18, Johannesburg, 2000

## Cheque Account Number: <br> 40-7348-5948

## Cheque account statement

## 2 Jul 2014 to 1 Aug 2014

| Account Type: | Business | Issued on: |
| :--- | :--- | :--- |
| Statement no: | 0066 | 1 Aug 2014 |
| Client VAT reg no: |  |  |

Visit wurw absa.co.za or any Absa
branch for details of our 2013 fees a branch for details of our 2013 fees and charges.

| Account Summary: |  |
| :--- | ---: |
| Balance Brought Forward | 6552,26 |
| Interest Earned | 52,16 |
| Sundry Credits | $3693,277,24$ |
| Surndry Debits | $3405996,74-$ |
| Charges | $81,75-$ |
| Balance | 293803,17 |
| Overdraft Limit | 0,00 |

Your transactions

| Date | Transaction Descmption |  | Charge |  | Debit Amount | Credit Amount | Batance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2/07/2014 | Bal Brought Forward |  |  |  | - - $^{\text {a }}$ |  | 6552.26 |
| 2/07/2014 | Bank. Staternent | Headotrice | 14.00 | A |  |  | 6552.26 |
| 3/07/2014 | Crectit Transfer Oakbay Investrnents | Cashtocus |  |  |  | 100000.00 | 106552.26 |
| 3/07/2014 | Debit Transfer <br> Boi - Oceantront | Cashtocus |  |  | 98000.00 |  | 8552.26 |
| 3/07/2014 | Debit Transfer themba | Cashfocus |  |  | 2996.74 |  | 5555.52 |
| 10/07/2014 | Credit Transfer Localiga | Cashfocus |  |  |  | 320000.00 | 325555.52 |
| 10/07/2014 | Debit Transfer Bank Of Baroda | Cashtocus |  |  | 120000,00 |  | 205555.52 |
| 10/07/2014 | Debit Transfer Oceanfront - Bank Of | Cashfocus Baroda |  |  | 185000,00 |  | 20555.52 |
| 30/07/2014 | Act Credit Estina Qyiob/Estina | Settlement Pty) L |  |  |  | 73277.24 | 93832.76 |

Your transactions (continued)


* $=$ VAT R10.04- INCLUDED

CHARGE: $A=A D M|N| S T P A T I O N ~ C=$ CASH DEPOSIT $M=$ MIXEO $S=S E R V I O E ~ T=T R A N S A C T I O N$


## Tax Invoice

VATT Ragistration number 4940112250

## Rebn asders

Ataw bag XCs, jcherreibug 2000

## Chegun Acount namter $\quad 40-7949-6171$



## Cheque account statement

27 Jul 2012 to 27 Aug 2012


| Acoourt Type: | Aarees | lvased on: | 27 Ang 2012 |
| :---: | :---: | :---: | :---: |
| Otetserent nes | 9004 |  |  |
| Client VAT reg mo: |  |  |  |

Your transacitions

| Dav | Towneso Dosotstion |  | Crage |  | Cuesmount | Colltare | Buknet |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 27,07/00+2 | Dis nrought Forners |  |  |  |  |  | anco |
| 27/07/2012 | Not Croot ET12002noport18 | $\begin{aligned} & \text { Davits } \\ & \text { Etbre Et } \end{aligned}$ |  |  |  | 100000000 | 100000000 |
| $27 / 01 / 2012$ | Cwae Oock | Headstor | $77 \times$ | A |  |  | 1 tosmmin |
| 04/078012 | vamet Cow ree | Oerbievert |  | A | 106.50 |  | 20a coccos |
| 106วาง? | 6trin Thaut | Hevi-E\% |  | * | 77 F |  | T¢ant 7 R |
| 1 102012 | Cwir rived - | Hasdoson |  |  |  | 6.95 | se9 82479 |
| 6EP | Cras R.00-2.AL/24.00 |  |  |  |  |  |  |

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\text { CFEOT NTEREST RATE AS AT } 27 / C 0 / 2012
$$

000 - $909990609999990.0000 \%$

- VMU ROZ T. NCLLCED

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|  | Pree 4 eft |  | Tas levevie |
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## "P" p 2

## Rebus ashays

Asase Bug Xcs, cherestorg 2000

## Chesup Acocunt Ramiter $\quad$ 40-7949-6171





|  | Proe int 4 | and | Tas inavire |
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| conpogeroms | Eramiot |  | Whabstinnate Oet |


| 050041959 | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |

17 November 2012
769571602

\#\# These fees are inclusive of VAT at $14,00 \%$

[^141]|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |

17 November 2012
769571602

\#\# These fees are inclusive of VAT at $14,00 \%$

[^142]050041959

KINGSMEAD
PO BOX 61577
MARSHALLTOWN 2107

| KINGSMEAD | KINGSMEAD |
| :--- | :--- |
| I KINGSMEAD WAY | PO BOX 61577 |
| KINGSMEAD | MARSHALLTOWN |
| DURBAN | GAUTENG |
| 4001 | 2107 |
|  |  |
| Private Banking Line: | 0860123101 |

17 January 2013
769571602


Month-end Balance
Details
R $543.878,39$

BALANCE BROUGHT FORWARD
AUTOBANK CASH WITHDRAWAL AT CAMBRIDGE CROS $21 \mathrm{HO5}$ 011366850

CHEQUE CARD PURCHASE 9422 WOOLWORTHS DES4548581440262913

IB PAYMENT TO AVNITA MAKKA 113668502


CHEQUE CARD PURCHASE 9423 SUNNINGHILL TO4548581440262913

REAL TIME TRANSFER FROM ABSA OAKBAY INVESTMEN

AUTOBANK CASH WITHDRAWAL AT SUN HILL SC 10H50 011366850

CHEOUE CARD PURCHASE
9405 PNP WOODMEAD
H4548581440263002

350,00- $\quad 12 \quad 18$

304,50- 1218
$250.000,00 \quad 1219$

500,00-
1219

103,04-
1219

Balance Entry Ref
527.211,22
525.211,22 000000083
525.166,22 000020587
524.816,22 000000083
774.511,72 000000083
774.011,72 000000083
\#\# These fees are inclusive of VAT at 14,00\%

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).
050041959

KINGSMEAD
PO BOX 61577
MARSHALLTOWN 2107

| KINGSMEAD | KINGSMEAD |
| :--- | :--- |
| 1 KINGSMEAD WAY | PO BOX 61577 |
| KINGSMEAD | MARSHALLTOWN |
| DURBAN | GAUTENG |
| 4001 | 2107 |
|  |  |
| Private Banking Line: | 0860123101 |

17 January 2013
769571602

## MR K VASRAM PO BOX 309 BEDFORDVIEW



BANK STATEMENT / TAX INVOICE

\#\# These fees are inclusive of VAT at 14,00\%

[^143]| 050041959 | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |

16 February 2013
769571602

\#\# These fees are inclusive of VAT at 14,00\%

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).

|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |

16 February 2013
769571602

\#\# These fees are inclusive of VAT at 14,00\%

[^144]| 050041959 | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |

16 March 2013
769571602

MR K VASRAM PO BOX 309 BEDFORDVIEW 2008

## 1 KINGSMEAD WAY PO BOX 61577 INGSMEAD GAUTENG

Private Banking Line: 0860123101

\#\# These fees are inclusive of VAT at 14,00\%

[^145]| 050041959 | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |


\#\# These fees are inclusive of VAT at 14,00\%

[^146]| 050041959 | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |


\#\# These fees are inclusive of VAT at 14,00\%

[^147]050041959

KINGSMEAD
PO BOX 61577
MARSHALLTOWN 2107

| KINGSMEAD | KINGSMEAD |
| :--- | :--- |
| I KINGSMEAD WAY | PO BOX 61577 |
| KINGSMEAD | MARSHALLTOWN |
| DURBAN | GAUTENG |
| 4001 | 2107 |
|  |  |
| Private Banking Line: | 0860123101 |

1 KINGSMEAD WAY
KINGSMEAD
401

Private Banking Line: 0860123101

17 May 2013
769571602

\#\# These fees are inclusive of VAT at $14,00 \%$

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).

| 050041959 | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |

## 17 August 2013 <br> 769571602


\#\# These fees are inclusive of VAT at $14,00 \%$

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).

|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |

```
17 Ju7y 2013
769571602
```

MR K VASRAM
PO BOX 309
BEDFORDVIEW
2008
\#\# These fees are inclusive of VAT at 14,00\%

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).

|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |


\#\# These fees are inclusive of VAT at $14,00 \%$

[^148]|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |

17 August 2013
769571602

\#\# These fees are inclusive of VAT at $14,00 \%$

[^149]|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |

## 17 September 2013 <br> 769571602


\#\# These fees are inclusive of VAT at 14,00\%

Please verify al1 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).

|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |

## 17 September 2013 <br> 769571602


\#\# These fees are inclusive of VAT at 14,00\%

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).

|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |

## 17 September 2013 <br> 769571602



\#\# These fees are inclusive of VAT at $14,00 \%$

[^150]050041959

KINGSMEAD
PO BOX 61577
MARSHALLTOWN 2107

| KINGSMEAD | KINGSMEAD |
| :--- | :--- |
| I KINGSMEAD WAY | PO BOX 61577 |
| KINGSMEAD | MARSHALLTOWN |
| DURBAN | GAUTENG |
| 4001 | 2107 |
|  |  |
| Private Banking Line: | 0860123101 |

1 KINGSMEAD WAY PO BOX 61577
KINGSMEAD MARSHALLTOWN
4001
2107

16 November 2013
769571602
Private Banking Line: 0860123101

\#\# These fees are inclusive of VAT at $14,00 \%$

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).

| 050041959 | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |

16 November 2013
769571602

\#\# These fees are inclusive of VAT at $14,00 \%$

```
Please verify al1 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).
```

|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |

16 November 2013
769571602

\#\# These fees are inclusive of VAT at $14,00 \%$

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).

|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |

16 November 2013
769571602

## 1 KINGSMEAD WAY PO BOX 61577 INGSMEAD GAUTENG

Private Banking Line: 0860123101

\#\# These fees are inclusive of VAT at $14,00 \%$

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).

|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |

16 November 2013
769571602

\#\# These fees are inclusive of VAT at $14,00 \%$

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).

|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |


\#\# These fees are inclusive of VAT at 14,00\%

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).
050041959

KINGSMEAD
PO BOX 61577
MARSHALLTOWN 2107

| KINGSMEAD | KINGSMEAD |
| :--- | :--- |
| I KINGSMEAD WAY | PO BOX 61577 |
| KINGSMEAD | MARSHALLTOWN |
| DURBAN | GAUTENG |
| 4001 | 2107 |
|  |  |
| Private Banking Line: | 0860123101 |

17 January 2014
769571602

\#\# These fees are inclusive of VAT at 14,00\%

[^151]|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |

```
```

17 January 2014

```
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17 January 2014
769571602

```
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769571602

```
```

R K VASRAM
PO BOX 309
BEDFORDVIEW
2008
1 KINGSMEAD WAY PO BOX 61577
KINGSMEAD MARSHALLTOWN
DURBAN
GAUTENG
PO BOX 61577
MARSHALLTOWN 2107

\#\# These fees are inclusive of VAT at $14,00 \%$

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).

|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |

```
```

17 January 2014

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```

17 January 2014
769571602

```
```

769571602

```
```

1 KINGSMEAD WAY PO BOX 61577
KINGSMEAD MARSHALLTOWN
DURBAN
GAUTENG
PO BOX 61577
MARSHALLTOWN 2107
R K VASRAM
PO BOX 309
BEDFORDVIEW
2008
\#\# These fees are inclusive of VAT at $14,00 \%$

```
Please verify al1 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).
```

| 050041959 | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |



Month-end Balance
Details


Balance Entry Ref

BALANCE BROUGHT FORWARD
CHEQUE CARD PURCHASE
9978 LIFE
BRENTHURS4548581440416055

CHEQUE CARD PURCHASE
9847 NEWS CAFE WOOD4548581440416055

REAL TIME TRANSFER FROM ABSA AEROHAVEN TRADING
IB PAYMENT TO ESTINA
PTY LTD 113668502 PTY LTD 113668502

CHEQUE CARD PURCHASE
9459 GLENHOVE
SERVI4548581440416055
ELECTRONIC BANKING PAYMENT FR ESTINA QYIO6/ESTINA (PTY) L
45.867,77 0224
$1.867 .652,47000000083$
IB PAYMENT TO ESTINA
PTY LTD 113668502
$1.820 .000,00-$
0224
$47.652,47000000083$
\#\# These fees are inclusive of VAT at $14,00 \%$

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).

| 050041959 | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |


\#\# These fees are inclusive of VAT at $14,00 \%$

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).

| 050041959 | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |


\#\# These fees are inclusive of VAT at 14,00\%

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).

|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: |  |
|  |  |  |

16 August 2014
769571602

\#\# These fees are inclusive of VAT at $14,00 \%$

[^152]|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |

16 February 2013<br>769571602


\#\# These fees are inclusive of VAT at 14,00\%

[^153]|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |

16 March 2013
769571602

\#\# These fees are inclusive of VAT at $14,00 \%$

[^154]|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |

16 March 2013
769571602

\#\# These fees are inclusive of VAT at 14,00\%

[^155]|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |

16 March 2013
769571602

\#\# These fees are inclusive of VAT at 14,00\%

[^156]|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |

```
17 August 2013
769571602
```

MR K VASRAM
PO BOX 309
BEDFORDVIEW
2008 PO BOX 309
BEDFORDVIEW 2008
\#\# These fees are inclusive of VAT at 14,00\%

[^157]|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |

```
```

17 August 2013

```
```

17 August 2013
769571602

```
```

769571602

```
```

$\begin{array}{ll}\text { MR } & \text { K VASRAM } \\ \text { PO BOX } 309\end{array}$
PO BOX 309
BEDFORDVIEW
2008

KINGSMEAD KINGSMEAD
EAD WAY

Private Banking Line: 0860123101

\#\# These fees are inclusive of VAT at 14,00\%

[^158]|  | KINGSMEAD | KINGSMEAD |
| :--- | :--- | :--- |
|  | 1 KINGSMEAD WAY | PO BOX 61577 |
|  | KINGSMEAD | MARSHALLTOWN |
|  | DURBAN | GAUTENG |
| KINGSMEAD | 4001 | 2107 |
| PO BOX 61577 |  |  |
| MARSHALLTOWN 2107 | Private Banking Line: | 0860123101 |

```
16 August 2014
769571602
```

MR K VASRAM
PO BOX 309
BEDFORDVIEW
2008 PO BOX 309
BEDFORDVIEW 2008
\#\# These fees are inclusive of VAT at 14,00\%

[^159]
## "R" p 1

## STATE BANK OF INDIA -JOHANNESBURG VAT NO $=4440164814$

TYPE: CA DOM COMPANY
A/C NO: 32620055720101

DATE:06-06-2018 PAGE: 1
то:

M/S. LINKWAY TRADING (PTY) LTD
1ST FLOOR, SALEY HOUSE, 81 CROWN ROAD, FORDSBURG JOHANNESBURG GAUTENG SOUTH AFRICA ranak@sahara.co.za VAT NO....

ACCOUNT STATEMENT CUM TAX INVOICE FOR THE PERIOD OF 28-02-2010 to 05-06-2018

| DATE | PARTICULARS/ WITHDRAWALS |
| :--- | :--- | :--- |
|  | CHQ.NO. |

## B/F

Val Dt:
10-03-2010 32610LC000098:COMM
ON IMP LC ISSUED
Val Dt: 10-03-2010
10-03-2010 32610LC000098:POSTA
GE ON IMP LC ISSUE
Va7 Dt: 10-03-2010
11-03-2010 ECS/INW/BULK/SBISCO 01./DC20100311311

Va7 Dt: 10-03-2010
31-03-2010 ECS/INW/BULK/SBISCO 01./DC20100331358 Val Dt: 30-03-2010
$\begin{array}{ll}\text { 31-03-2010 } & \mathrm{PF}-09-10+\text { VAT } \\ & \mathrm{Va} 9 \mathrm{Dt}: 31-03-2010\end{array}$
01-04-2010 32610LC000098:COMM ON IMP LC
Val Dt: 01-04-2010
01-04-2010 32610LC000098:POSTA
GE ON IMP LC
AMENDMENT
Val Dt: 01-04-2010
09-04-2010 10288454-FX_SPOT
Va1 Dt: 09-04-2010
09-04-2010 10288454-FX_SPOT
val Dt: 09-04-2010
770.36

0
770.36 Dr
920.36 Dr

99,079.64Cr
100,000.00
$199,079.64 \mathrm{Cr}$
$187,679.64 \mathrm{Cr}$
187,479.64Cr

187,329.64Cr

27,740.00
215,069.64Cr
$187,329.64 \mathrm{Cr}$

"R" p 2

STATE BANK OF INDIA -JOHANNESBURG

$\begin{array}{rr}80,000.00 & 25,389.77 \mathrm{Cr} \\ 159,600.00 & 184,989.77 \mathrm{Cr}\end{array}$

$245,908.70 \mathrm{Cr}$ $530,908.70 \mathrm{Cr}$ $530,423.70 \mathrm{cr}$
$200,789.67 \mathrm{Cr}$


## 8 8 8 8 8 <br>  <br> $0 S^{*} \angle 8 S^{1} 628$

$\angle 9^{\circ} \varepsilon \vdash \varepsilon$
$00 \cdot 00 Z$
$\varepsilon \tau \cdot \angle 9 \varepsilon^{\prime} \varsigma \varepsilon \tau$
SS.STL
2,454.72
1


פ\&กgSヨNNVHOC- $\forall I O N I ~ J O$ YNVG $3 \perp \forall \perp S$ ID $\mathrm{Dt:} 27-03-2012$
10727522-FXSPOT
val Dt: $27-03-2012$



27-03-2012


スVMMNI



13-01-2012

## 16-01-2012

27-03-2012
$27-03-2012$

$$
\begin{aligned}
& \text { LC ISSUE } \\
& \text { Val Dt: } 13-01-2012
\end{aligned}
$$

$\tilde{\rightharpoonup}$
N
N
N
N
N


"R" p 7



| 27-03-2012 | 10727522-FXSPOT <br> val Dt: 27-03-2012 |
| :---: | :---: |
| 26-06-2012 | BANK CONFIRMATION |
|  | FEES |
|  | Val Dt: 26-06-2012 |
| 31-08-2012 | Account |
|  | Maintenance |
|  | Charges (AMC) for val Dt: 31-08-2012 |
|  | Val Dt: 31-08-20 |
| 31-08-2012 | VAT on AMC for AUG, 2012 |
|  | Val Dt: 31-08-2012 |
| 31-10-2012 | Account |
|  | Maintenance |
|  | Charges (AMC) for |
|  | val Dt: 31-10-2012 |
| 31-10-2012 | VAT on AMC for |
|  | OCT, 2012 |
|  | val Dt: 31-10-2012 |
| 31-10-2012 | VAT on AMC for |
|  | OCT, 2012 |
|  | Val Dt: 31-10-2012 |
| 31-10-2012 | Account |
|  | Maintenance |
|  | Charges (AMC) for |
|  | Val Dt: 31-10-2012 |
| 28-12-2012 | Account |
|  | Maintenance |
|  | Charges (AMC) for |
|  | Val Dt: 28-12-2012 |
| 28-12-2012 | VAT on AMC for |
|  | DEC,2012 |
|  | Val Dt: 28-12-2012 |
| 18-01-2013 | 32613 TS000715 |
|  | BILL ID |
|  | Val Dt: 18-01-2013 |
| 18-01-2013 | 32613 TS000715 |
|  | BILL ID |
|  | Val Dt: 18-01-2013 |
| 30-01-2013 | Account |
|  | Maintenance |
|  | Charges (AMC) for |
|  | val Dt: 30-01-2013 |

2018
BALAN 184,832.17Cr $184,832.17 \mathrm{Cr}$ $184,518.17 \mathrm{Cr}$ $173,897.79 \mathrm{Cr}$ $173,583.79 \mathrm{Cr}$ $171,599.99 \mathrm{cr}$ $171,029.99 \mathrm{cr}$ $170,929.99 \mathrm{Cr}$ $170,915.99 \mathrm{cr}$ $170,505.99 \mathrm{Cr}$ $81,105.99 \mathrm{Cr}$ $331,105.99 \mathrm{Cr}$ 250,000.00

```
14.00
            314.00
            10,620.38
                314.00
                    ,,983.80
                    570.00
                            100.00
                    14.00
14.00
314.00
620.38
314.00
\(1,983.80\)
570.00
100.00
14.00
410.00
\(89,400.00\)
```

                                    410.00
                                    \(330,695.99 \mathrm{Cr}\)
                                    \(41,405.75 \mathrm{Cr}\)
    410.00

289,290.24
STATEMENT OF ACCOUNT FOR THE PERIOD OF
PARTICULARS/
CHQ.NO.
for

CHGS_BANK

Val Dt: 14-02-2013
Account
Maintenance
Maintenance
Charges (AMC) for
val Dt: 27-02-2013
VAT on AMC for
FEB, 2013 Val Dt: 27-02-2013
BILL ID
32613TS002172
Va7 Dt: 28-02-2013 B16
Val 13 Tt : $28-02-2013$ NPF CREDIT EFT
$1030189052232 / 32620$ 055720101 -03-2013
 Val Dt: 07-03-2013 Val Dt: 07-03-2013 30-01-2013

## 31-01-2013

31-01-2013
11-02-2013
11-02-2013
14-02-2013
27-02-2013
27-02-2013
28-02-2013
28-02-2013
07-03-2013
07-03-2013
07-03-2013

$$
\text { "R" p } 9
$$




$$
\begin{array}{r}
14.00 \\
1,129.00 \\
11,600,000.00
\end{array}
$$

$12,299.37 \mathrm{Cr}$
$11,170.37 \mathrm{Cr}$
$19,692,083.52 \mathrm{cr}$
$8,092,083.52 \mathrm{cr}$

## $19,680,913.15$

2013

[^160] TYPE: CA DOM COMPANY
A/C NO: 32620055720101 ZAR
TO: LINKWAY TRADING (PTY) LTD
STATEMENT OF ACCOUNT FOR THE PE C



| 12-12-2013 | 32613TS020938 BILL ID |
| :---: | :---: |
|  | Val Dt: 12-12-2013 |
| 12-12-2013 | $\begin{aligned} & \text { NPR CREDIT EFT } \\ & 1030389104224 \end{aligned}$ |
|  | /32620055720101 |
| 31-12-2013 | Val Dt: ${ }_{\text {Account }}$ 12-12-2013 |
|  | Maintenance |
|  | Charges (AMC) fo |
|  | val Dt: 31-12-2013 |
| 31-12-2013 | VAT on AMC for |
|  | DEC,2013 |
|  | val Dt: 31-12-2013 |
| 31-01-2014 | Account |
|  | Maintenan |
|  | Charges (AMC) for |
|  | Val Dt: 31-01-2014 |
| 31-01-2014 | VAT on AMC for |
|  | JAN, 2014 |
|  | Val Dt: 31-01-2014 |
| 27-02-2014 | DTCUS ACCURATE IFO |
|  | 32620055720101 |
|  | Val Dt: 26-02-2014 |
| 28-02-2014 | BILL ID : |
|  | 32614TS003092 |
|  | val Dt: 28-02-2014 |
| 28-02-2014 | BILL ID : |
|  | 32614 TS003092 |
|  | Val Dt: 28-02-2014 |
| 28-02-2014 | Account |
|  | Maintenance |
|  | Charges (AMC) for |
|  | Val Dt: 28-02-2014 |
| 28-02-2014 | VAT on AMC for |
|  | FEB, 2014 |
|  | Val Dt: 28-02-2014 |
| 31-03-2014 | Account |
|  | Maintenance |
|  | Charges(AMC) |
|  | val Dt: 31-03-2014 |

31-03-2014 VAT on AMC for MAR, 2014
Val Dt: $31-03-2014$
ACcount
Maintenance
Charges (AMC) for
Val Dt: 30-04-2014
VAT on AMC for
APR,2014 $30-04-2014$
Val Dt:
ACcount
Maintenance
Charges (AMC) for
Val Dt: 31-05-2014
VAT on AMC for
MAY, 2014
Val D: $31-05-2014$
BANK CONFIRMATION
$83,806.57 \mathrm{Cr}$
$83,706.57 \mathrm{Cr}$
 $83,122.57 \mathrm{Cr}$
$83,022.57 \mathrm{Cr}$ $83,122.57 \mathrm{Cr}$
$83,022.57 \mathrm{Cr}$
$\dot{U}$
$\tilde{N}$
0
0
0
0
0
0

$212,894.57 \mathrm{Cr}$

$83,820.57 \mathrm{Cr}$
 83,806.57Cr 4, $+$

$130,000.00$ $\qquad$

31-03-2014
30-04-2014

## 30-04-2014

02-06-2014

## 02-06-2014

## 17-06-2014

$\begin{array}{ll}\text { 30-06-2014 } & \begin{array}{l}\text { Val Dt: 17-06-2014 } \\ \text { Account } \\ \text { Maintenance }\end{array}\end{array}$
Charges(AMC) for
Val Dt: $30-06-2014$
VAT on AMC for
30-06-2014
Dt: Account
Maintenance
Charges(AMC) for
Charges (AMC)
AMC for 1,2014 1 Dt: 31-07-2014 Credit:LINKWAY
TRADING (PTY val Dt: 27-08-2014 Account
Maintenance
Maintenance for
Charges (AMC) for
val Dt: 31-08-2014
30-06-2014
31-07-2014
31-07-2014
28-08-2014
01-09-2014

"R" p 17



6,194.19Cr
$6,094.19 \mathrm{Cr}$
$6,094.19 \mathrm{Cr}$
$6,080.19 \mathrm{Cr}$ $5,980.19 \mathrm{Cr}$
$5,966.19 \mathrm{Cr}$

$\begin{array}{ll}\text { 02-11-2015 } & \text { A/C MAINTENANCE } \\ & \text { FEES }\end{array}$
02-11-2015 VAT Dt: 31-10-2015
$\begin{array}{ll} & \text { VAT-A/C } \\ & \text { MAINTENANCE FEES } \\ & \text { VaI Dt: 31-10-2015 }\end{array}$
$\begin{array}{ll} & \text { FEES } \\ & \text { Val Dt: 30-11-2015 }\end{array}$
MAINTENANCE FEES

31 Val Dt: 31-12-2015
> $5,852.19 \mathrm{Cr}$
$5,752.19 \mathrm{Cr}$

$5,738.19 \mathrm{Cr}$
5,638.19Cr
$5,624.19 \mathrm{Cr}$

### 14.00 100.00 14.00 <br> 100.00 <br> 14.00

## val Dt: 31-07-2015 <br> Val Dt: 31-07-2015 31-07-2015

MAINTENANCE FEES
 ST0Z-80-IE : 7 La Lヨa VAT-A/C $31-08-2015$
 $\exists כ N \forall N \exists \perp N I \forall W$
STOZ-80-I $: 70$ FEES Dt: 30-09-2015 MAINTENANCE FEES ST0Z-60-0E:70 18」 31-08-2015 31-08-2015

30-09-2015
30-09-2015




DATE:06-06-2018
to 05-06-2018
BALANCE $24,685.08 \mathrm{cr}$
$133,103.51 \mathrm{cr}$
$127,112.05 \mathrm{cr}$
$110,969.65 \mathrm{Cr}$
227,776.34Cr $227,626.34 \mathrm{Cr}$ $227,605.34 \mathrm{Cr}$ $244,435.16 \mathrm{Cr}$ 263,896.76cr

 | $\dot{4}$ |
| :---: |
| $\stackrel{0}{N}$ |
| $\stackrel{1}{N}$ |
|  |
| 0 |
| 0 | $208,705.89 \mathrm{Cr}$ $205,559.49 \mathrm{Cr}$ $199,503.96 \mathrm{Cr}$

 WITHDRAWALS DEPOSITS

108,418.43 116,806.69
$90,000.00$
$5,991.46$ $5,991.46$
$16,142.40$
150.00
$00^{\circ} \mathrm{Tz}$
16,829. 82
$19,461.60$
1,980.13 THE $P$ TYPE: CA DOM COMPANY
A/C NO: 32620055720101 ZAR TO: LINKWAY TRADING (PTY)
STATEMENT OF ACCOUNT FOR STATEMENT OF ACCOUNT FOR PARTICULARS/


| DATE | $\begin{aligned} & \text { PARTICULARS/ } \\ & \text { CHQ.NO. } \end{aligned}$ | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: | :---: |
| 11-10-2016 | TRSFR <br> val Dt: 11-10-2016 | 90,000.00 |  | 24,685.08Cr |
| 20-10-2016 | Direct Credit:LINKWAY WIL001 <br> val Dt: 19-10-2016 |  | 108,418.43 | 133,103.51cr |
| 28-10-2016 | OUTWARD CR ECS : <br> OTC <br> val Dt: 28-10-2016 | 5,991.46 |  | 127,112.05cr |
| 28-10-2016 | OUTWARD CR ECS : OTC <br> val Dt: 28-10-2016 | 16,142.40 |  | 110,969.65Cr |
| 28-10-2016 | val Dt: 28-10-2016 |  | 116,806.69 | 227,776.34Cr |
| 31-10-2016 | a/C MAINTENANCE FEES <br> Vaך Dt: 31-10-2016 | 150.00 |  | 227,626.34Cr |
| 31-10-2016 | VAT-A/C <br> MAINTENANCE FEES <br> val Dt: 31-10-2016 | 21.00 |  | 227,605.34Cr |
| 04-11-2016 | Direct Credit:TNA MEDIA <br> val Dt: 03-11-2016 |  | 16,829.82 | 244,435.16Cr |
| 04-11-2016 | Direct Credit:INFINITY MEDIA <br> val Dt: 03-11-2016 |  | 19,461.60 | 263,896.76Cr |
| 10-11-2016 | OUTWARD CR ECS : OTC <br> val Dt: 10-11-2016 | 57,171.00 |  | 206,725.76Cr |
| 14-11-2016 | ```Direct Credit:VRL001 val Dt: 11-11-2016``` |  | 1,980.13 | 208,705.89Cr |
| 15-11-2016 | OUTWARD CR ECS : OTC <br> val Dt: 15-11-2016 | 3,146.40 |  | 205,559.49Cr |
| 15-11-2016 | OUTWARD CR ECS : <br> OTC <br> val Dt: 15-11-2016 | 6,055.53 |  | 199,503.96Cr |
| 15-11-2016 | OUTWARD CR ECS : <br> OTC <br> va1 Dt: 15-11-2016 | 20,588.40 |  | 178,915.56Cr |





$$
\begin{array}{r}
10,457.75 \\
28,568.40 \\
16,370.40 \\
2,415.24
\end{array}
$$

$73,546.55 \mathrm{Cr}$
$63,088.80 \mathrm{Cr}$
$34,520.40 \mathrm{Cr}$
$18,150.00 \mathrm{Cr}$
$15,734.76 \mathrm{Cr}$
02-03-2017
06-03-2017
15-03-2017
17-03-2017
17-03-2017

12-05-2017 Val Dt: 05-05-2017 FINANCI-210003-LINK WAY TRADIN val Dt: $12-05-2017$ INVESTMENT Val Dt: $25-05-2017$
EFT:VOLTEX-210001-L INKWAY TRADIN EFT:INTER
SPED-210002-LINKWAY TRADIN 25 -05-2017 $\angle \mathrm{LOZ}-\mathrm{SO}-\mathrm{Sz}: 1 \mathrm{IOLEA}$ HOLDEN-210003-LINKW
AY AY TRADIN $905-2017$
Val Dt: 29-05-20 EFT:TERBIUM WAY TRADIN Val Dt: 29-05-2017
A/C MAINTENANCE FEES
Val Dt: $31-05-2017$ VAT-A/C
MAINTENANCE FEES MAINTENANGE
V1. Dt: $31-05-2017$
Direct credit:TNA
MEDIA val Dt: 31-05-2017 AUT-210002-LINKWAY


## 25-05-2017

25-05-2017
$25-05-2017$
25-05-2017
25-05-2017
29-05-2017
29-05-2017
31-05-2017
31-05-2017
01-06-2017
$55,903.40 \mathrm{Cr}$
$54,091.06 \mathrm{Cr}$
$22,798.88 \mathrm{Cr}$

$16,549.48 \mathrm{Cr}$

17,221.70cr
8,153.30Cr

## 8 $\stackrel{3}{7}$ -1



## 02-06-2017

פynas

DATE:06-06-2018
PAGE:28
28-02-2010 to 05-06-2018

BALANCE

$123,011.42 \mathrm{Cr}$
$118,284.86 \mathrm{Cr}$
$114,558.21 \mathrm{Cr}$
$124,558.21 \mathrm{Cr}$
$123,543.12 \mathrm{Cr}$
$123,393.12 \mathrm{cr}$
$\underset{\sim}{7}$
$\underset{\sim}{n}$
N
N
$123,222.12 \mathrm{Cr}$
$123,201.12 \mathrm{cr}$
$119,311.44 \mathrm{Cr}$

$$
9,311.44 \mathrm{Cr}
$$

$9,161.44 \mathrm{Cr}$
$\dot{U}$
$\dot{U}$
$\dot{G}$
$\vdots$
$\vdots$
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STATE BANK OF INDIA -JOHANNESBURG



[^161]n] 30-11-2017 $\quad$ notifies the bank
nless the constituent notifies the bank
mmediately of any discrepancy found
y him in this statement of Account,
$t$ will be taken that he has found
he account correct.

Date Stamp
лəбеиеш

## "S" p 1

sanjay.grover@hotmail.com|28-03-2013|11-10-2016 BANK OF BARODA

DEIRA DUBAI

```
                    P.O. BOX 5107,.KUWAIT BLDG, PLOT NO. 45
                    .BUR DUBAI, UAE
                    .DUBAI, UAE
                    UNITED ARAB EMIRATES
                    O
                    BANIYAS ROAD , DEIRA-DUBAI
                TYPE : CURRENT ACCT NO-INT BEARI
                CUST-ID : 941052629 DATE: 10-03-2020
                A/C NO:90030200012007
                IBAN NO : AE070110090030200012007
```

                    A/C CRNCY: USD
            TO:
            GATEWAY LIMITED
            GATEWAY LIMITED
            PO BOX 90329
            DUBAI UNITED ARAB EMIRATES
            . DUBAI, UAE
            UNITED ARAB EMIRAIES
                        STATEMENT OF ACCOUNT FOR THE PERIOD : \(28-03-2013\) to \(11-10-2016\)
    

## "S" p 2



## "S" p 3

ecovery For 90010600011633
$1 / 12 / 15$ By Trf.TRE FR
$1 / 12 / 15$ To Trf. Loan R
ecovery For 90010600011633
31/12/15 To Trf.Min Ba lance Charge
30/03/16 To Trf.Loan R ecovery For 90010600011633
02/04/16 By Trf. 900103
00032856 : Closure Proceeds
02/04/16 By Trf. 900103
00033086 : Closure Proceeds
02/04/16 To Tr£. 900106 195,600.52Cr
00011633 - Payoff Source a/c
03/04/16 To Trf.Min Ba
27.14 lance Charge
05/04/16 TO Trf.TRE TO
30/04/16 To Trf.Min Ba lance Charge
] $105 / 16$ By Trf.ESTINA PTY LTD
10/05/16 To. Trf.IR CH
12/05/16 To Trf.IR CH
12/05/16 By Trf.ESTINA LTD NEW YOURK
16/05/16 TO Trf.DEPOCO NV
19/05/16 BY Trf.ESTINA LTD JHB
19/05/16 TO Trf.IR CH 19/05/16 To Trf.IR CH 19/05/16 By Trf.ESTINA ITD JHB
19/05/16 TO Trf.DEPOCO NV


| Page Total: | $27,904,500.3327,904,500.33$ | 0.00 Cr |
| :--- | ---: | ---: | ---: |
| Grand Total: | $27,904,500.3327,904,500.33$ | 0.00 Cr |

Your Account has been Closed on11-10-2016
ANY EXCEPTION, ERROR OR CHANGE OF ADDRESS SHOULD BE PROMPTLY ADVISED TO THE BRANCH. UNLESS A WRITTEN NOTICE OF EXCEPTION TO THIS STATEMENT IS RECEIVED WITHIN 15 DAYS, IT IS UNDERSTOOD TO BE CORRECT
NOTE :-
YOU CAN DEPOSIT AND WITHDRAW CASH AT/EROM ANY OF OUR - 6- BRANCHES IN UAE
REGISTER YOUR E-MAIL WITH US TO GET STATEMENT OF A/C FREE OF CHARGE
REGISTER WITH US TO VIEW YOUR NRE/NRO A/C WITH OUR CBS BRANCHES IN INDIA FREE OF CHARGE.
CONTACT OUR NEAREST BRANCH FOR DETAILS.
IT IS A COMPUTER GENERATED STATEMENT NO SIGNATURE IS REQUIRED.
You are requested to quote 14 digit new account no. for better customer serv

Suspicious Roport on Finencial Transactions Indicating posslble money laundering / terroriem financial or suspiclous activities


## Openling paragraph:

Account opened during April 2011 as a Call Deposit. Review of KYC record of GATEWAY LTD revealed that the company is incorporated during 2011 registered with RAK Investment Authority, Government of Ras Al Khaimah and is engaged in Business Management Services $100 \%$. The company will be providing business consultancies to Africa region.

The beneficial owner is SANJAY GROVER, an INDIAN national and passport holder of 21834921.
The Authorized signatory of the company is RENU GROVER, an INDIAN national and passport holder of F 5819867.
Other information:
As per recent CDD review, The client (GATEWAY LTD) is into Trading of Textiles, Blankets, Towels, Linens, Readymade Garments, Shoes, Handbags, Leather Bags, Perfumes, Gifts and Toys in UAE. The source of funds is through business proceeds, savings and other wealth management activitles.

## Brief about the transaction:

Transactions in the AED A/C 02-2069492-01 during the period of May " 13 to December '13 relates to internal transfer from:

- GLOBAL CORPORATION LLC (2021167) for the value of AED 340,000 with the count of 2 transactions. SANJAY GROVER is one of the beneficial owners of the company and is engaged in Trading of Commodities $50 \%$ \& Machinery Equipment $30 \%$

Credited funds were subsequently moved as intemal transfer to:

- GLOBAL CORPORATION LLC (2021167) for the value of AED 325,760 with the count of $\mathbf{2}$ transactions.

Transactlons in the USD A/C 02-2069492-01 during the period of May '13 to December '13 relates to internal transfer from;

- GLOBAL CORPORATION ALC (2021167) for the value of USD 100,000 with the count of 1 transaction.

Inward remittance from:

* FLEMINGO INTERNATIONAL (BVI) LIMITED, UAE (Holding an a/c with BARCLAYS BANK PLC, UAE) for the value of USD 100,000 with the count of 1 transaction.
- ESTIN A PTY LTD, SOUTH AFRICA (Holding an a/c with STANDARD BANK OF SOUTH AFRICA LTMITED, SOUTH AFRICA) for the value of USD 8.34 million with the count of 4 transactions.

Credited funds were subsequently moved as internal transfer to:

- GLOBAL CORPORATION LLC (2021167) for the value of USD 3.38 mililion with the count of 6 transactions.
- ACCURATE INYESTMENTS LTD (2040777) for the value of USD 1.80 million with the count of 2 transactions. SANJAY GROVER is the beneficial owner of the company and is engaged in Investment Advisory consultancy servicos,
- FIDELITY ENTERPRISES LIMITED (9232923) for the value of USD 3.05 million with the count of 2 transactions. SANJAY GROVER Is the beneficial owner of the company and is engaged in Property Investmerit.

Outward remittance to:

* ITM YU JU, CANADA (Holding an a/c with BANK OF MONTREAL, CANADA) for the value of USD 50,000 with the count of 1 transaction.
- GLOBAL CORPORATION LLC, UAE (Holding an a/c with NATIONAL BANK OF ABU DHABI, UAE) for the value of USD $\mathbf{1 0 0}, 000$ with the count of 1 transection.
- STAR ENGINEERS, INDIA (Holding an a/c with PUNJAB NATIONAL BANK, INDIA) for the value of USD 165,609 with the count of 2 transactions. The company is the Manufacturer of Auto Electronic Products.

Based on the review of KYC record and statement of accounts, Significant transactions in the account relates to huge remittances were received from unknown ESTIN A PTY LTD, South Africa which are subsequently transferred to its group company (GLOBAL CORPORATION LLLC, ACCURATE INVESTMENTS LTD \& FIDELITY ENTERPRISES LIMITED) and remitted through remittance to various counterparties within few days and leaving minimal balance in the account where the underlying purpose of the transactions could not be determined.

Moreover, review of group companies (ACCURATE INVESTMENTS LTD \& FIDELTY ENTERPRISES LTMITED) accounts, it was observed that funds from GATEWAY LTD a/c were Immediately remitted through outward remittances to counterparties LINKWAY TRADING PTY LTD \& OAKBAY INVESTMENTS PTY' LTD, focated in South Africa respectively.

Hence it clearly shows the funds from South Africa were immediately remitted to various entities located in South Africa through various Standard Chartered Bank, UAE accounts where the ratlonale behind the same could not be determined.

Based on the above facts, client was contacted by the bank offlcer to know the details of the transactions and the feedback received as:

Client conffrmed that they signed new project in south Africa. The project of plant for processing of millk and other dairy project. The project value is around 60 M USD.

Remittance received from ESTIN A PTY LTD was towards the same projects as per agreement and expecting more payments in future from the same projects. (agreement provided by the client)
Client also confirmed that Gateway Ltd, Fidellty Enterprises Ltd and Accurate Investments Ltd are under the same ownership and whenever there is a requirement of funds in any of the company, the funds is transferred to other company.

## Areas of concern:

- Allegation found in public domain stating USD 500 Million South African dairy project where client (Gateway Ltd) is involved has link to Atul Gupta (South African Businessman), who in turn has connections with Indian Politiclans. Several allegations found In pubilc domain quastioning the funding of the project.
Source: http://mg.co-ze/article/2013-06-07-00-gupta-dairy-project-millis-trea-state-coffers
- As per the agreement submitted by cilent, the fees charged by the dient for this project is stated as USD 60 Million, which is an astronomical amount for a management consultancy firm which started


## its business in UAE Just 2 years back (2011).

- Based on the transactions analysis it was noticed that remittance recelved from South Africa are further routed to various companies (GLOBAL CORPORATION LLC, ACCURATE INVESTMENTS LTD \& FIDELITY ENTERPRISES LIMITED) which holds relationship with Standard Chartered Bank, UAE. As declared in the KYC, Sanjay Grover an Indian national is the beneficial owner of all these companies, however no adequate information avallable about the below companies or the beneficial owner in public domaln.
- Review of group companies (ACCURATE INVESTMENTS LTD \& FIDELITY ENTERPRISES LTMITED) accounts, th was observed that funds from GATEWAY LTD a/c were immediately remitted through outward remittances to counterparties LINKWAY TRADING PTY LTD \& OAKBAY INVESTMENTS PTY LTD; located in South Africa respectively. Hence it clearly shows the funds from South Africa were immediately remitted to various entliles located in South Africa through various Standard Chartered Bank, UAE accounts where the rationale behind the same could not be justified.
- In addition, the dairy project led by Estina (Pty) Ltd (as per agreement), a South African-registered company, denied any llnks to the Guptas, however based on transaction analysis It was noticed that significant funds have been routed to SAHARA COMPUTERS (PTV) LTD (owned by Gupta) from Global Corporation LLC (owned by dient SANJAY GROVER).



## سـتانـــرد تـشْـارتـرد Standard Chartered

## 



Account Opening Form : Business ciateway lto

Rmi- Esta Tamoae




Date and Place 21 lo4 2011 AND DVOAI .

Bank use only


Special services required
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## "T" p 17



## ALTERATION OF ARTICLES

7. The Memorandum and Articles of Association of the Interutional Business Compeny may be amended by a resolution of directors and/or members.


4


## Articles of Association

## WHARPRETATION

2. In these articles "these Regulations" refers to the RAK huvestment Authority International Business Companies Regulations 2006.

## SHARE CAPITAL

3. Subject to these Regulations and without prejudice to any rights attached to any existing shares, the International Business Company may by resolution issue shares or class of shares and determine such powers or restrictions governing them.

## SHARE CERTIFICATES

4. The Company registered under these Regulations shall issue certificates in respect of its shares and:-
(a) the certificate shall be signed under the seal of the company by one director and one officer;
(b) the certificate shall be considered as evidence of the title of the member to the specified share being held therein; and
(c) such certificate shall be notarised by the Registrant.
5. Every share certificate shall specify the number, class and distinguishing numbers of the shares and bear all compulsory mentions as required by the Registrar.
6. Subject to these Regulations, the IBC shall provide a copy of the share certificate to members upon request.

## TRANSERE AND TRANSMISSION OF SHARES

7. Subject to any limitations in the contrary in the memorandum of the company shares may be transferred by an instrument of transfer signed by the transferor and stating the name and address of the transferee.
8. The company shall, provided there are no limitations or provisions to the contrary in its memorandum, enter in its register the name of the transferee of the share.
9. A transfer of the shares of a deceased or incompetent member of The Company may be processed by his legal representative and shall have the same validity as if the legal representative had been himself at the time of the execution of the instrument. of the registered member



## ALTERATION OF SHARE CAPITAL

14. The company may by a resolution of members or directors notwithstanding any limitation in its memorandum or articles:
(a) increases its capital by transferring any amount avaliable out of the surplus of the company to capital
(b) reduces its capital by transfering arty smount avallable out of capital to the surplus of the companty.
15. No reduction of capital shall be authorized if:-
(a) the reduction amounts to the capital to be less than all outstanding shares issued by the company;
(b) the company will not be able to satisfy its curnent liabilities.


## BOARD OF DIRECTORS

20. Unless provided otherwise in its memorandum or articles the affairs of The Company shall be managed by a board of directors composed of one or more persons who shall be natural persons or corporate bodies.
21. The number of directors shall be fixed by the Articles and, subject to any limitations in the memorandum or articles, the Articles may be amended to change the number of directors.

## POWERS OF DIRECTORS

22. The directors have.all the powers of the company that are not reserved to the members under these Regulations of in the memorandum or atticles.

## COMMLTIERS

23. The directors may, by a resolution of directors, designate one or more committees, each consisting of one or nuore directors.
24. Subject to any limitations in the memorandum or articles, each committee has such powers and authority of the directors, including the power and authority to affix the common seal of the compary, as are set forth in the resolution of directors establishing the committee ercept that no, comrrittiee has any power or autionity with respect to the matters requiring a rosolution of directors in connertion with the election and removal of directors and officers of the company.

## MBieting of drectors



## NOTICE AND QUORUM FOR MEETINGS OF MEMBERS

32. Unless provided otherwise in the memorandum or articles of the company every person holding one share shall be entitled to one vote and all shares shall belong to one class.
33. The directors shall have the power to determine the date on which notice of a meeting shall be given for the purpose of confirming those shares entitled to vote at the meeting.
34. Where no quonm is fixed by the memorandum or articles of the company; a meeting of members shall be deemed constituted if the members representing one-half of the votes of the shares entitled to vote for the purpose of a resolution are present to vote either in person or by proxy.

## VOTING BY MEMBERS



否＂p astethervise provided in the memorandum or articles，all shares vote as one class finch whole share has one vote．

Stir directors of The Company ninny fix the date of a meeting and notice shall be given as the record for determining those shares that are entitled to vote at the meeting．

## SUMMATION TO MEMBERS

Any information that has to be served to members by the company shall be delivered by registered mall to the address of each member as listed in the share register．

## gIRTICE OP NOTICE ON MEMBERS

38．Any notice，information or－written statement required under these Regulations to be given by The Company must be served：－
（a）In the case of members holding registered shares：－
（i）in the manner prescribed in the memorandum．or articles，as the case may be；or
（ii）in the absence of a provision in the memorandum or articles，by personal service or by mail addressed to each member at the address shown in the share register；and
（b）in the case of members holding shares issued to bearer，in the absence of a provision in the memorandum or articles if the notice，information or written statement is published in a newspaper circulated in the jurisdiction and a newspaper in the place where the company has its principal office，if different．

39．Subject to a requirement in the memorandum or articles to give a specific length of notice，the directors must give sufficient notice of meetings of members to members holding shares issued to bearer to allow a reasonable opportunity for them to take action in order to secure or exercise the tight or privilege，other than the right or privilege to vote，that is the subject of the notice

## STANDARD OF CARE

40．No provision in the memorandum or articles of The Company or in any agreement entered Into by the company shall relieve a director or officer of the company from the duty to act in accordance with the memorandum or articles or from any personal liability arising from his management of the business of the company．

## APPOINTMENT AND RETIREMENT OF DIRECTORS

41．The first director（s）shall be elected by the subscriber（s）to the Memorandum．
42．Thereafter，subject to these Regulations，the Articles shall provide for the rues regarding appointment and retirement of directors．

## EMOLUMENT OF DIRECTORS




45．Subject to these Regulations，members shall have the right to inspect records，books or other document of the IBC unless the Mentorandum or Articles provide otherwise．

SEAL
46．The directors shall provide for the sate custody of the common seal of the IBC．

## DIVIDENDS

47．Subject to any limitations to the contrary to memorandum or articles the company may by resolution of the directors declare and pay dividends in money，shates or any other property if：
（a）dividends are paid out of surplus；
（b）（i）the directors heve determinied that following the payment of the dividends the compaty shall be able to satisfy its current llabilities，and
（ii）the value of the assets of the compainy shall not be legs than tie aggregate
（tii）：Whount of it cument fiobiflites ind its capitul


For and on behalf of
Sakhi Consultants FZE
P．O．Box－31291，Ras At Khaimah， UAE．

## General Manager－RAK Ofthore



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 $\qquad$ RENV GKOVER Designation HOWIEWIfE Compary Mema - CATEWAY 172
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## EBBS - Statistical History

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GATEWAYLTD

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| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Jartmy - 2013 | 25,095.99 | 25,085.93 | 25,085,93 | 25,035.93 | 1 | 1 | 2 | 3,000,00 | 3,000.00 | 25,085.83 | 0.00 |
| Febinary - 2013 | 25,005.94 | 25,085.93 | 25,085.53 | 25,085,93 | 0 | 0 | 0 | 0.00 | 0.00 | 25,085,99 | 0.00 |
| March - 2013 | 25,085,96 | 25,085.93 | 25,085. 93 | 25,085,83 | 0 | 0 | 0 | 0.009 | 0.00 | 25,035.93 | 0.00 |
| 4prl-2015 | 25,0g5.99 | 25,085,93 | 25,085.93 | 25,085.93 | 0 | 0 | 0 | 0.00 | 0.00 | 2,0085.93 | 0.0 |
| May. 2019 | 25,085.99 | 25,085.93 | 25,085.93 | 25,085.93 | 0 | 0 | 0 | 0.00 | 0.00 | 25,085.99 | 0.00 |
| June-2013 | 23,000,00 | 25,085.93 | 25,000.00 | 25,045, \%6 | 1 | 0 | 1 | 85.96 | 0.00 | 25,005,93 | 0.00 |
| Jut-2013 | 23,000.00 | 25,000.00 | 25,000.00 | 25,1000.00 | 0 | 0 | 0 | 0.00 | 0.00 | 25,085.89 | 0.00 |
| Angust - 2013 | 25,000,00 | 25,000,00 | 24,700.00 | 24738.7t | 1 | 1 | 2 | 300.00 | 300.00 | 25,085.93 | 0.00 |
| Septomber - 2013 | 25,000.50 | 25,000.00 | 25,000.00 | 25,000.00 | 0 | 0 | 0 | 0:00 | 0.00 | 25,000,00 | 0.00 |
| Octuber-2013 | 25,000,00 | 25,000.00 | 25,000.00 | 25,0030.00 | 0 | 0 | 0 | 0.00 | 0.00 | 25,000,00 | 000 |
| Nowenter-2013 | 3xe,000,00 | 305,000.00 | 25,400.00 | 90,606, 67 | 0 | 2 | 2 | 0.00 | 340,000,00 |  | 0.00 |
| December + 2011 | 20,82as 51 | 355,000.00 | 20,823.51 | 45,028,44 | 3 | 0 | 3 | 34,372+49 | 0.00 | 45,603,44 | 0.00 |


. Note ' Please advise the Bank of discrepancles, If any, withtn 14 days from date of receipt, otherwise this statement is conaldered correct.

## Standard Chartered


.
Note : Please advise the Bank of discrepancies, if any, within 14 days from date of receipt, otherwise athis statement is considered correct.

Thank you for banking with Standard Chartered. We are pleased to be of service to you.


Note : Please advise the Bank of discrepancles, if any, withtn 14 days from date of recelpt, otherwise this statement is considered correct

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"T" p 36
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SOUTH AFRICA
:70:share consideration micawber 495 pa rt payment :71A:SHA
-\}



## "U" p 2

| RESIDENT SURNAME | RESIDENT ADDRESS | RESIDENT CITY | \|NON-RESIDENT | ND | CUR |  | EIGN 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 PR |
| NULANE INVESTMENTS 204 | 11 Alice LANE | JOHANNESBURC | GATEWAY LIMITED | 10,151,425.00 |  |  | 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 CONSULTT |
| ESTINA (PTY) LTD | 111 SHIMBALI SANDS | JOHANNESBUR | GATEWAY LIMITED | 30,900,000.00 | USD |  | 3,000,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SEF |
| ESTINA PTY LTD | 111 SHIMBALI SANDS | JOHANNESBUR | GATEWAY LIMITED | 3,473,664.32 | USD |  | 348,800.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SEF |
| ESTINA PTY LTD | 111 SHIMBALI SANDS | JOHANNESBUR | GATEWAY LIMITED | 29,550,000.00 | USD |  | 3,000,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SEL |
| FCA NON RESIDENT NON REPORTABL |  |  | GATEWAY LIMITED | 5,373,411.53 | USD |  | 549,700.00 | zz1 |
| INNOVA MANAGEMENT SERVICES (PTY | 3 KLARAY COUNTESSES AVENUE, | WINDSOR EAST | GATEWAY LIMITED | 9,756,500.00 |  |  | 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 SEF |
| ESTINA PTY LTD | 111 SHIMBALI SANDS NAVIASHA R | SANDTON | GATEWAY LIMITED | 10,304,000.00 | USD |  | 800,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SEF |
| ESTINA PTY LTD | 111 SHIMBALI SANDS NAVIASHA R | SANDTON | GATEWAY LIMITED | 25,830,000.00 | USD |  | 2,000,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SEF |
| ESTINA PTY LTD | 25 DIJON HYDE CLOSE | JHB | GATEWAY LIMITED | 4,577,280.00 | USD |  | 300,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SEF |
| ESTINA PTY LTD | 25 DIJON HYDE CLOSE | JHB | GATEWAY LIMITED | 4,575,000.00 | USD |  | 300,000.00 | 289 - PAYMENT FOR MANAGEMENT CONSULTING SEF |
| 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 SE |



## "U" p 4



CFE Results

| DATE | FLOW | TRANSACTION REF | S | SUBSEQUENC | AUTHORISED 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 | 2015012703341 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2015/01/05 | IN | 2015010503201 | 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 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/09/30 | IN | 1140926103754955 | 1 | 0 | ABSA BANK LIMITED | FOREX OPERATIONS GENE | 201302259707 | DOUBLE EXELENCE PTY LTD |
| 2014/08/21 | IN | 2014082103291 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/07/17 | IN | 2014071703171 | 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 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/06/05 | IN | 201406050327_1 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/05/28 | IN | 201405280330 - | 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 | 2014051303121 | 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 | 201405020333_1 | 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 | 2014040903223 | 1 | 0 | BANK OF BARODA | DURBAN | 2006/017975/07 | OAKBAY INVESTMENTS |
| 2014/03/25 | IN | 201403250366 _ | 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 | 201309250312 - | 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 | 32612TS002143 | 1 | 1 | STATE BANK OF INDIA | STATE BANK OF INDIA | 1997/15590/07 |  |
| 2012/02/21 | OUT | 32612TS002000 | 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 |  |

## N $\circ$ "

| RESIDENT SURNAME | RESIDENT ADDRESS | RESIDENT CITY | NON-RESIDENT SURNAME | RAND AMOUN |
| :---: | :---: | :---: | :---: | :---: |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES | 22,724,859.12 |
| GOLDRIDGE TRADING (PTY) LTD | LGF BLOCK A GRAYSTON RIDGE 144 KATHERINE S | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 46,174,511.41 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES | 23,095,333.56 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURG | FIDELITY ENTERPRISES | 23,430,328.54 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LTD | 11,078,107.65 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 7,179,955.43 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 3,865,623.47 |
| DOUBLE EXELENCE PTY LTD | THE PEARL UNIT 2, SMEW AVENUE | LENASIA | FIDELITY ENTERPRISES LIMITED | 293,494.00 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBUR | FIDELITY ENTERPRISES LIMITED | 10,720,618.37 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 10,651,070.46 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 10,529,760.83 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 10,772,216.82 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 10,725,942.77 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 10,490,575.27 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 16,564,511.04 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 14,497,466.43 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 10,505,074.84 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LTD | 3,150,784.18 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISE | 17,856,042.89 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 4,217,610.53 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 16,932,921.91 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LTD | 10,438,613.65 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LTD | 10,745,901.47 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 10,719,068.42 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 10,669,306.45 |
| OAKBAY INVESTMENTS | 89 GAZZELLE AVENUE,CORPORATE PARK SOUTH, | JOHANNESBURC | FIDELITY ENTERPRISES LTD | 30,541,613.60 |
| OAKBAY INVESTMENTS PTY LTD | 89 GAZELLE AVENUE | JOHANNESBURC | FIDELITY ENTERPRISES | 197,552.24 |
| TM ROUX | VLAKLAAGTE PLAAS 1 | WITBANK | FIDELITY ENTERPRISES LIMITED | 3,185,192.65 |
| BANK OF BARODA GAUTENG B | EAST WING 2ND FLOOR | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 4,875.00 |
| BANK OF BARODA GAUTENG BP | EAST WING 2ND FLOOR | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 4,875.00 |
| SAHARA COMPUTERS PTY. LTD. | 89 GAZELLE AVENUE CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 1,361,700.00 |
| SAHARA COMPUTERS PTY. LTD. | 89 GAZELLE AVENUE CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 1,240,250.00 |
| SAHARA COMPUTERS PTY. LTD. | 89 GAZELLE AVENUE CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 2,044,000.00 |
| SAHARA COMPUTERS PTY. LTD | 89 GAZELLE AVENUE CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LIMITED | 8,815,205.70 |
| SAHARA COMPUTERS PTY LTD | 89 GAZELLE AVE CORPORATE PARK | JOHANNESBURC | FIDELITY ENTERPRISES LTD | 2,765,803.45 |

## "V" p 3




## VV5-PEH-636

## م <br> $\xlongequal{\circ}$

| SARB AUTHORIT | RES CONTACT TE\| | RES CONTACT |  | STATUS | INTERCHANGE RE | NON RES CODE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520152762954 | FINSURV NRES E3199405 |
|  | 0115421000 | GOLDRIDGE, GOLDRIDG | E TRADING (PTY) LTD | ORIGINAL | 6820150001468 | FINSURV NRES E3262236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520152762922 | FINSURV NRES E31994050 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520152763068 | FINSURV NRES E31994050 |
|  | 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 AL | LANA | 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 E3262236 |
|  | 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 E3262236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762688 | FINSURV NRES E3262236 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762682 | FINSURV NRES E3262236 |
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|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762680 | FINSURV NRES E32759279 |
|  | 0115421000 | RAVINDRA, NATH |  | ORIGINAL | 7520142762679 | FINSURV NRES E3262236 |
|  | 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 | RAVINDRA NATH | 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 E861142665 |
| 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 | ORIGINA | 6820111783504 | CFE NRES E2739157829 |

## VV5-PEH-637

| NON RES TYPE | RES CODE | RES SUBURB | RES TYPE | ORIG BANK | CORR BANK | CORR COUNTRY |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BARBUS33 | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E29098913 | SANDOWN | E | SCBLUS33X | SCBLUS33XXX | UNITED ARAB EMIRAT |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BARBAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BARBAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV_RES_E21122700 | MIDRAND | E | BARBAEAD[ | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BOMLAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BOMLAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E16708342 | LENASIA | E | BOMLAEAD | SARBZAJ2XXX | SOUTH AFRICA |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BARBAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BARBAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV_RES_E21122700 | MIDRAND | E | BARBAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BARBAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BOMLAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BARBAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BOMLAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BARBAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV_RES_E21122700 | MIDRAND | E | BARBAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BOMLAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BARBNUS33 | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BOMLAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BARBAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | OECOAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV_RES_E21122700 | MIDRAND | E | BOMLAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BARBAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | MIDRAND | E | BOMLAEAD | BARBUS33 | UNITED STATES |
| 1 | FINSURV RES E21122700 | PRETORIA MAIN ROAD,MIDR | E | SCBLAEAD | BARBUS33 | UNITED STATES |
| F | CFE RES E2660583307 | MIDRAND | E |  |  |  |
| F | CFE RES E2060606620 | JHB | E | SCBLAEAD | SCBLUS33 |  |
| F | CFE_RES_E2321908107 | SANDTON | E | SCBLAEAD |  |  |
| F | CFE_RES E2321908107 | SANDTON | E | SCBLAEAD |  |  |
| F | CFE_RES E2575336413 | MIDRAND | E | SBINZAJJ | STANDARD CHARTERED BANK |  |
| F | CFE_RES E2575336413 | MIDRAND | E | SBINZAJJ | STATE BANK OF INDIA -FRANKFU |  |
| F | CFE RES E2575336413 | MIDRAND | E | SBINZAJJ | STATE BANK OF INDIA -FRANKFU |  |
| F | CFE RES E2575336413 | MIDRAND | E | SBINZAJJ | STANDARD CHARTERED BANK |  |
| F | CFE_RES_E418453471 | MIDRAND | E | SBINZAJJ |  |  |

## VV5-PEH-638

## "V" p 7



## VV5-PEH-639

## 'V' 08

| RES CONTACT EMAIL | RES CONTACT FA] | BT ID NUMBER | EXPORT CONTRC | RESIDENT ACCOU | 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 | 0 |  |
|  |  |  |  | 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 |

## VV5-PEH-640

## "V" p 9

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

"W" p 1

$\qquad$
 1

|  | RESIDENT ID | RESIDENT NAME |
| :--- | :--- | :--- |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| 200902153707 | OAKBAY RESOURCES AND ENERGY PTY | OA |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| $2007 / 009012 / 07$ | LINKWAY TRADING PTY LTD | LIN |
| $2007 / 009012 / 07$ |  | LIN |



$\qquad$



|  | RESIDENT ID | RESIDENT NAME |
| :--- | :--- | :--- |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| 200902153707 | OAKBAY RESOURCES AND ENERGY PTY | OA |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| $2007 / 009012 / 07$ | LINKWAY TRADING PTY LTD | LIN |
| $2007 / 009012 / 07$ |  | LIN |


|  | RESIDENT ID | RESIDENT NAME |
| :--- | :--- | :--- |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| 200902153707 | OAKBAY RESOURCES AND ENERGY PTY | OA |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| $2007 / 009012 / 07$ | LINKWAY TRADING PTY LTD | LIN |
| $2007 / 009012 / 07$ |  | LIN |


|  | RESIDENT ID | RESIDENT NAME |
| :--- | :--- | :--- |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| 200902153707 | OAKBAY RESOURCES AND ENERGY PTY | OA |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| $2007 / 009012 / 07$ | LINKWAY TRADING PTY LTD | LIN |
| $2007 / 009012 / 07$ |  | LIN | ES




|  | RESIDENT ID | RESIDENT NAME |
| :--- | :--- | :--- |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| 200902153707 | OAKBAY RESOURCES AND ENERGY PTY | OA |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| $2007 / 009012 / 07$ | LINKWAY TRADING PTY LTD | LIN |
| $2007 / 009012 / 07$ |  | LIN |


|  | RESIDENT ID | RESIDENT NAME |
| :--- | :--- | :--- |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| $2006 / 017975 / 07$ | OAKBAY INVESTMENTS | OA |
| 200902153707 | OAKBAY RESOURCES AND ENERGY PTY | OA |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| 200902153707 | OAKBAY RESOURCES AND ENERGY (PTY |  |
| $2007 / 009012 / 07$ | LINKWAY TRADING PTY LTD | LIN |
| $2007 / 009012 / 07$ |  | LIN | 2007009 NDIA


 LOW TRANSACTION RE: S SUBSEQUENCE AUTHORISED DEALER
CFE Results

| DATE | FLOW | TRANSACTION RE | S | SUBSEQUENC | AUTHORISED DEALER |
| :--- | :--- | :--- | :--- | :--- | :--- |
| $2015 / 04 / 07$ | IN | $201504070349-1$ | 1 | 0 | BANK OF BARODA |

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앤部 ~~~~N

## "W" p 2


"W" p 3

| SUBCATEGORY | RES CONTACT TEL | RES CONTACT |  | STATUS | INTERCHANGE RE | NON RES CODE | NON RES TYPE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 02 - INVESTMENT IN NON-LISTED SHARES BY A NON-RESIDENT | 0115421000 | RAVINDRA, NATH |  | ORIGINA | 7520152762997 | FINSURV NRES E2213613 |  |
| 02 - INVESTMENT IN NON-LISTED SHARES BY A NON-RESIDENT | 0115421000 | RAVINDRA, NATH |  | ORIGINA | 7520152762989 | FINSURV NRES_E2213613 |  |
| 02 - INVESTMENT IN NON-LISTED SHARES BY A NON-RESIDENT | 0115421000 | RAVINDRA, NATH |  | ORIGINA | 7520152762978 | FINSURV NRES E2213613 |  |
| 02 - INVESTMENT BY A NON-RESIDENT INDIVIDUAL - OTHER | 0115649400 | RONICA, RAGAVAN |  | ORIGINA | 4220140037848 | FINSURV NRES E1002062 |  |
| 02 - INVESTMENT IN NON-LISTED SHARES BY A NON-RESIDENT | 0115649400 | RONICA, RESOURCES |  | ORIGINA | 4220140037695 | FINSURV NRES E1002062 |  |
| $00-$ INVESTMENT INTO MONEY MARKET INSTRUMENTS BY A NON-RES | 0115649400 | RONICA, RESOURCES |  | ORIGINA | 4220140037694 | FINSURV NRES E1002062 |  |
| 00 - INVESTMENT INTO MONEY MARKET INSTRUMENTS BY A NON-RES | 0115649400 | RONICA, RESOURCES |  | ORIGINA | 4220140037695 | FINSURV NRES E1002062 |  |
| 00 - ARCHITECTURAL, ENGINEERING AND OTHER TECHNICAL SERVIC | 0115421000 | RANA, KUMAR |  | ORIGINA | 6820130000290 | FINSURV NRES E1002062 |  |
|  | 0115421000 | LINKWAY TRADING (PTY) LTD | LINKWAY TRADING (PTY) LTD | ORIGINA | 6820132925169 | CFE NRES E2206737818 | F |

"W" p 4


RES CODE $\quad$ RES SUBURB | RESCODE | RES E2112270 MIDRAND |
| :--- | :--- |
| FINSURV RES |  |
| FINSURV RES E2112270 MIDRAND |  |
| FIISURVRRS E21122700 MIDRAND |  |
| FINSURV RES E24506126 SANDOWN |  |
| FINSURV RES E2117554 | SANDOWN |
| FINSURV RES E2117554 | SANDOWN |
| FINSURV_RES E2117554 | SANDOWN |
| FINSURV_RES E9830290 | FORDSBURG |
| CFE_RES_E545201089 | FORDSBURG |

"W" p 5


TYPE: BARODA FIXED DEP. SCHEME
A/C NO: 92020300000343 ZAR PAGE:
1

| TO: |  |
| :--- | :--- |
| M/S. AEROHAVEN TRADING PTY LTD |  |
| CUSTOMER ADDRESS: | ACCOUNT ADDRESS: |
| cust_Acomu_addr1 | 106 A 16TH ROAD MIDRAND |
| 1685 | 1685 |
| AFRICA, SOUTH AFRICA | AFRICA, SOUTH AFRICA |
| GAUTENG | GAUTENG |
| SOUTH AFRICA | SOUTH AFRICA |
| suraksha@futureteq.co.za | suraksha@futureteq.co.za |

STATEMENT OF ACCOUNT FOR THE PERIOD OF 17-06-2014 to 22-12-2017


The Chief Executive
Bank of Baroda
Johannesburg
Attn. Mr Salian
date: $19^{\text {th }}$ April 2013
$181081201 y$

Dear Sir,

## LOAN AGAINST TERM DEPOSIT

Kindly grant me a loan of R3 000000 against the term deposit of M/S Aerohaven Pty
Ltd (Pty) Limited for R3 200000

Kindly transfer the loan proceeds to our following account:

ACCOUNT NUMBER :050041959
BRANCH CODE 001155

Yours faithfully

(Kamal Vasram)



The Chief Executive
Bank of Baroda
Johannesburg
Attn. Mr Salian date: $18^{\text {th }}$ June 2014

Dear Sir,

## OUR TERM DEPOSIT

We have a Term deposit for R3 200,000 (Rand three million two hundred thousand only) with you. Kindly mark a lien on the the Term Deposit and give a loan to Kamal Vasram in his mentioned account

Yours faithfully

EXTRACTS FROM THE MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF AEROHAVEN TRADING (PROPRIETARY) LIMITED REGISTRATION No. 2008/014743/07
("The Company")
HELD AT JOHANNESBURG ON THIS $18^{\text {TH }}$ JUNE 2014

## RESOLVED:

THAT the Company avails loan to Kamal Vasram f R3 000000 against the deposit of R3 200000 and Mrs Ronica Ragavan in her capacity as the director of the Company be and is hereby authorised to do all the necessary formalities required by the Bank in this regard.

CERTIFED A TRUE COPY
$\qquad$
Ronica Ragavan
(Director)
Date: 18/06/2014

# AEROHAVEN TRADING PTY LTD 

| LOAN FROM OAKBAY TO KAMAL VASRAM |  |  |  | STD |
| :---: | :---: | :---: | :---: | :---: |
| ENTRY | DATE | REFERENCE | AMOUNT | KV TO EST |
| Bank XFer | 11/10/2012 | LOAN: K VASRAM | 3,500,000.00 | NS |
| Bank XFer | 26/10/2012 | LOAN: K VASRAM BOB | 500,000.00 | NS |
| Bank XFer | 6/11/2012 | LOAN: K VASRAM | 1,200,000.00 | NS |
| Bank XFer | 9/11/2012 | LOAN: K VASRAM | 200,000.00 | NS |
| Bank XFer | 21/11/2012 | LOAN: K VASRAM | 500,000.00 | NS |
| Bank XFer | 19/12/2012 | LOAN: K VASRAM | 250,000.00 | NS |
| Bank XFer | 10/1/2013 | LOAN: K VASRAM | 500,000.00 | NS |
| Bank XFer | 25/01/2013 | LOAN: K VASRAM | 150,000.00 | NS |
| Bank XFer | 1/2/2013 | LOAN: K VASRAM | 200,000.00 | ST1 |
| Bank XFer | 12/2/2013 | LOAN: K VASRAM | 950,000.00 | ST2 |
| Bank XFer | 13/02/2013 | LOAN: K VASRAM | 850,000.00 | ST3 |
| Bank XFer | 22/02/2013 | LOAN: K VASRAM | 230,000.00 | ST4 |
| Journal | 28/02/2013 | INT K ASRAM FEB 2013 | 183,716.00 |  |
| Bank XFer | 5/3/2013 | LOAN: K VASRAM | 100,000.00 | ST5 |
| Bank XFer | 8/3/2013 | LOAN: K VASRAM | 100,000.00 | ST6 |
| Bank XFer | 13/03/2013 | LOAN: K VASRAM | 262,000.00 | ST7 |
| Bank XFer | 18/03/2013 | LOAN: K VASRAM | 100,000.00 | ST8 |
| Bank XFer | 25/03/2013 | LOAN: K VASRAM | 150,000.00 | ST9 |
| Bank XFer | 18/04/2013 | LOAN: K VASRAM | 600,000.00 | NS |
| Deposit | 19/04/2013 | TRANSF:LOAN: K VASRAM | (5,000,000.00) |  |
| Deposit | 22/04/2013 | TRANSF:LOAN: K VASRAM | (4,500,000.00) |  |
| Bank XFer | 22/04/2013 | LOAN: K VASRAM | 50,000.00 | N/S |
| Bank XFer | 19/07/2013 | LOAN: K VASRAM | 600,000.00 | ST10 |
| Deposit | 20/09/2013 | TRANSF:LOAN: K VASRAM | (1,675,716.00) |  |



## Standard Bank

310864860
BEDFORD GARDENS
PO BOX 62325
MARSHAL TRON 2107


16 February 2013
209179192
09179192

\#\# These fees are inclusive of VAT

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).


BEDFORD GARDENS PO BOX 62325 MARSHALLTOWN 2107

BEDFORD GARDENS BEDFORD GARDENS 2ND FLOOR BEDFORDVTEW PO BOX 62325 SHOPPING CENTRE MARSHALLTOWN LEICESTER RD, BEDFORDVGAUTENG $\begin{array}{ll}2008 & 2107\end{array}$

Customer Care Centre: 0860101341

16 February 2013
209179192
 any discrepancies to the Bank as soon as possibie.
The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06) Authorised financial services provider VAT Reg No, 4100105461. Registered credit provider (NCRCP15).


## Standard Bank

BEDFORD GARDENS
PO BOX 62325
MARSHALLTOWN 21.07

16 march 2013
209179192
BEDFORD GARDENS
2ND FLOOR BEDFORDVIEW SHOPPING CENTRE CESTER RD, BEDFORDVGAUTENG
2008
2107
Customer Care Centre: 0860101341
BEDFORD GARDENS
PO BOX 62325
MARSHALL TOWN


\#\# These fees are inclusive of VAT

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possibie.
The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06) Authorised financial services provider VAT Reg No. 4100105461 Registered credit provider (NCRCP15).


BEDFORD GARDENS
PO BOX 62325 MARSHALLTOWN 2107

BEDFORD GARDENS BEDFORD GARDENS
2ND FLOOR BEDFORDVIFW PO BOX 62325
SHOPPING CENTRE MARSHALLTOWIN
LEICESTER RD, BEDFORDVGAUTENG
2008
2107
Customer Care Centre: 0860101341

16 march 2013
209179192

\#\# These fees are inclusive of VAT

Please verify all transactions reffected 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).

## Standard Bank

BEDFORD GARDENS
PO BOX 62325 MARSHALLTOWN 2107

| BEDFORD GARDENS | BEDFORD GARDENS |
| :---: | :---: |
| 2ND FLOOR BEDFORDVIEV | PO BOX 62325 |
| SHOPPING CENTRE | MARSHALLTOWN |
| LEICESTER RD, | GAVTE |
| 2008 | 2107 |
| Customer Care Centre: | 0860101341 |

16 March 2013 209179192


Please verify all transactions reflected on this statement and notify any discrepancies to the sank 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).


BEDFORD GARDENS
PO BOX 62325
MARSHALLTOWN 2107

## BEDFORD GARDENS BEDFORD GARDENS

2ND FLOOR BEDFORDVIEW PO 80X 62325
SHOPPING CENTRE MARSHALLTOWN LEICESTER RD, BEDFORDVGAUTENG LEICESTER RD, BEDFORDVGAUT
2008
2107

Customer Care Centre: 0860101341

\#\# These fees are inclusive of VAT

[^162]

BEDFORD GARDENS MARSHALLTOWN 2107
BEDFORD GARDENS BEDFORD GARDENS

17 August 2013
209179192

\#\# These fees are inclusive of VAT

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 (NCRCPly 5 ),


| LOAN FROM AEROHAVEN TO KAMAL VASRAM |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| ENTRY | DATE | REFERENCE | AMOUNT |  |
|  |  |  | - |  |
| Bank XFer | 13/08/2013 | LOAN : KAMAL VASRAM | 300,000.00 | ST11 |
| Bank XFer | 8/7/2013 | LOAN : KAMAL VASRAM | 3,000,000.00 | ST12 |
| Bank XFer | 24/07/2013 | LOAN : KAMAL VASRAM | 150,000.00 | ST13 |
| Bank XFer | 1/8/2013 | LOAN : KAMAL VASRAM | 1,000,000.00 | ST14 |
| Bank XFer | 22/08/2013 | LOAN : KAMAL VASRAM | 1,000,000.00 | ST15 |
| Bank XFer | 28/08/2013 | LOAN : KAMAL VASRAM | 150,000.00 | ST16 |
| Bank XFer | 4/9/2013 | LOAN : KAMAL VASRAM | 1,300,000.00 | ST17 |
| Bank XFer | 10/9/2013 | LOAN : KAMAL VASRAM | 2,000,000.00 | ST18 |
| Deposit | 20/09/2013 | TRANSF:LOAN : KAMAL VASRAM | (8,900,000.00) |  |
| Bank XFer | 22/10/2013 | LOAN : KAMAL VASRAM | 2,000,000.00 | ST19 |
| Bank XFer | 23/10/2013 | LOAN : KAMAL VASRAM | 1,000,000.00 | ST20 |
| Bank XFer | 28/10/2013 | LOAN : KAMAL VASRAM | 1,500,000.00 | ST21 |
| Bank XFer | 7/11/2013 | LOAN : KAMAL VASRAM | 200,000.00 | ST22 |
| Bank XFer | 15/11/2013 | LOAN : KAMAL VASRAM | 5,500,000.00 | ST23 |
| Bank XFer | 2/12/2013 | LOAN : KAMAL VASRAM | 1,000,000.00 | ST24 |
| Bank XFer | 20/12/2013 | LOAN : KAMAL VASRAM | 2,500,000.00 | ST25 |
| Deposit | 30/12/2013 | TRANSF:LOAN : KAMAL VASRAM | (13,700,000.00) |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |



## "AA" p 1

Date: 16-04-2019 BANK OF BARODA, JOHANNESBURG
$\begin{array}{rcccc}\text { TYPE: BARODA CURRENT ACCOUNT } & \\ \text { A/C NO: } 92020200000188 \text { ZAR PAGE: } 4\end{array}$
TO:
M/S. WESTDAWN INVESTMENTS PTY LTD T/A JIC MINING SERVICES
CUSTOMER ADDRESS: ACCOUNT ADDRESS:
cust_Acomu_addr1 JIC HOUSE 106 A 16TH ROAD
MIDRĀND MIDRAND
JOHANNESBURG JOHANNESBURG
GAUTENG
SOUTH AFRICA GAUTENG
SOUTH AFRICA
Nadia.Paizes@jic.co.za
STATEMENT OF ACCOUNT FOR THE PERIOD OF 22-03-2011 to 16-04-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 31-12-13 [92020300000313] :20-12 |  | 78356.16 | 144972.26Cr |
| 31-12-13 92020200000188:Int.Pd:0 |  | 285.18 | 145257.44Cr |
| 31-01-14 [92020300000313] :31-12 |  | 220821.92 | 366079.36 Cr |
| 31-01-14 92020200000188:Int.Pd:0 |  | 517.67 | 366597.03 Cr |
| 28-02-14 [92020300000313] :31-01 |  | 199452.06 | 566049.09 Cr |
| 28-02-14 92020200000188:Int.Pd:0 |  | 1146.82 | 567195.91 Cr |
| 11-03-14 EFT TO NEDBANK | 500000.00 |  | 67195.91 Cr |
| 28-03-14 CREDIT IN NEDBANK |  | 5300000.00 | 5367195.91 Cr |
| 28-03-14 CREDIT IN NEDBANK |  | 4000000.00 | 9367195.91Cr |
| 28-03-14 WRONG CREDIT REVERSED | 4000000.00 |  | 5367195.91 Cr |
| 28-03-14 ORTT GULFSTREAM | 5325542.00 |  | 41653.91 Cr |
| 31-03-14 [92020300000313] :28-02 |  | 220821.91 | 262475.82 Cr |
| 31-03-14 92020200000188:Int.Pd:0 |  | 789.23 | 263265.05 Cr |
| 02-04-14 CREDIT IN NEDBANK |  | 1000000.00 | 1263265.05 Cr |
| 02-04-14 ORTT AIR FINANCE | 1066542.00 |  | 196723.05 Cr |
| 30-04-14 [92020300000313] :31-03 |  | 213698.63 | 410421.68 Cr |
| 30-04-14 92020200000188:Int.Pd:0 |  | 677.47 | 411099.15 Cr |
| 09-05-14 EFT TO NEDBANK | 350000.00 |  | 61099.15 Cr |
| 22-05-14 CREDIT IN NEDBANK |  | 6000000.00 | 6061099.15 Cr |
| 22-05-14 EFT TO NEDBANK | 5500000.00 |  | 561099.15 Cr |
| 29-05-14 CREDIT IN NEDBANK |  | 20000000.00 | 20561099.15 Cr |
| 30-05-14 [92020300000313]:30-04 |  | 220821.92 | 20781921.07 Cr |
| 30-05-14 92020200000188:Int.Pd: 0 |  | 7661.91 | 20789582.98 Cr |
| 03-06-14 EFT TO NEDBANK | 20000000.00 |  | 789582.98Cr |
| 10-06-14 ORTT CHARGES | 324.60 |  | 789258.38Cr |
| 11-06-14 TR |  | 5500000.00 | 6289258.38 Cr |
| 11-06-14 TR | 6000000.00 |  | 289258.38 Cr |
| 20-06-14 [92020300000313]:31-05 |  | 142465.76 | 431724.14 Cr |
| 24-06-14 BY AMOUNT OF FD FOR 6 M |  | 30000000.00 | 30431724.14 Cr |
| Page Total: | 42742408.60 | 73107516.64 | 30431724.14 Cr |

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.

## "AA" p 2

Date: 16-04-2019 BANK OF BARODA, JOHANNESBURG

TYPE: BARODA CURRENT ACCOUNT
A/C NO: 92020200000188 ZAR PAGE: 5
TO:
M/S. WESTDAWN INVESTMENTS PTY LTD T/A JIC MINING SERVICES
CUSTOMER ADDRESS: ACCOUNT ADDRESS:
cust_Acomu_addr1 JIC HOUSE 106 A 16TH ROAD
MIDRĀND MIDRAND
JOHANNESBURG JOHANNESBURG
GAUTENG
SOUTH AFRICA GAUTENG
SOUTH AFRICA
Nadia.Paizes@jic.co.za
STATEMENT OF ACCOUNT FOR THE PERIOD OF 22-03-2011 to 16-04-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 24-06-14 TO AMOUNT TRANSFERED TO | 30000000.00 |  | 431724.14 Cr |
| 30-06-14 92020200000188:Int. Pd:0 |  | 6054.55 | 437778.69 Cr |
| 31-07-14 92020300000340: Closur |  | 6000000.00 | 6437778.69 Cr |
| 31-07-14 EFT TO NEDBANK | 6000000.00 |  | 437778.69 Cr |
| 31-07-14 92020200000188:Int. Pd:0 |  | 1487.25 | 439265.94 Cr |
| 07-08-14 INT FD 03/306 14.11.201 |  | 644657.53 | 1083923.47Cr |
| 11-08-14 [92020300000313] :20-06 |  | 292054.79 | 1375978.26Cr |
| 28-08-14 ORTT CHARGES | 318.75 |  | 1375659.51 Cr |
| 29-08-14 [92020300000313] :31-07 |  | 220821.92 | 1596481.43 Cr |
| 29-08-14 92020200000188:Int. Pd:0 |  | 4018.85 | 1600500.28 Cr |
| 04-09-14 EFT TO NEDBANK | 1500000.00 |  | 100500.28 Cr |
| 30-09-14 [92020300000313] :31-08 |  | 213698.63 | 314198.91 Cr |
| 30-09-14 92020200000188:Int. Pd:0 |  | 846.98 | 315045.89 Cr |
| 09-10-14 EFT TO NEDBANK | 300000.00 |  | 15045.89 Cr |
| 13-10-14 INT ON FDR |  | 1999177.00 | 2014222.89 Cr |
| 14-10-14 EFT TO NEDBANK | 1900000.00 |  | 114222.89 Cr |
| 31-10-14 [92020300000313]:30-09 |  | 220821.92 | 335044.81 Cr |
| 31-10-14 92020200000188:Int.Pd:0 |  | 753.05 | 335797.86 Cr |
| 20-11-14 CREDIT IN NEDBANK |  | 46000000.00 | 46335797.86 Cr |
| 20-11-14 TO AMOUNT TRANSFERED TO | 46000000.00 |  | 335797.86 Cr |
| 28-11-14 [92020300000313] :31-10 |  | 213698.63 | 549496.49 Cr |
| 28-11-14 92020200000188:Int.Pd:0 |  | 1127.41 | 550623.90 Cr |
| 08-12-14 92020300000306: Closur |  | 20000000.00 | 20550623.90 Cr |
| 09-12-14 92020300000306-14.05. |  | 655342.47 | 21205966.37 Cr |
| 11-12-14 CLOSURE OF OLD FIXED DE | 20000000.00 |  | 1205966.37 Cr |
| 19-12-14 [92020300000313] :30-11 |  | 142465.75 | 1348432.12 Cr |
| 24-12-14 [92020300000346]:24-06 |  | 1052876.71 | 2401308.83 Cr |
| 29-12-14 CREDIT IN NEDBANK |  | 44300000.00 | 46701308.83 Cr |
| 29-12-14 CREDIT IN NEDBANK |  | 600000.00 | 47301308.83 Cr |
| Page Total: | 105700318.75 | 122569903.44 | 47301308.83 Cr |

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.

TYPE: BARODA FIXED DEP. SCHEME
A/C NO: 92020300000340 ZAR PAGE: 1

TO:
M/S. WESTDAWN INVESTMENTS PTY LTD T/A JIC MINING SERVICES
CUSTOMER ADDRESS: ACCOUNT ADDRESS:
cust_Acomu_addr1 JIC HOUSE 106 A 16TH ROAD
MI DRAND
MIDRAND
JOHANNESBURG JOHANNESBURG
GAUTENG GAUTENG
SOUTH AFRICA SOUTH AFRICA
Nadia.Paizes@jic.co.za Nadia.Paizes@jic.co.za

STATEMENT OF ACCOUNT FOR THE PERIOD OF 10-06-2014 to 22-12-2017


| "CC" |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| 12316067 | 734081.000 | 2014-05-21 | BAFOKENG JV CREDITORS |  |
| 12316067 | 734091.000 | 2014-05-21 | MASEVE INVESMENTS |  |
| 12316067 | 734083.000 | 2014-05-21 | WESTDAWN CREDITORS |  |
| 12316067 | 734082.000 | 2014-05-21 | ACC 012316067 DEP BCH 2638 |  |
| 12316067 | 734087.000 | 2014-05-21 | WESTDAWN CREDITORS |  |
| 12316067 | 734084.001 | 2014-05-21 | WESTDAWN CREDITORS |  |
| 12316067 | 734080.000 | 2014-05-21 | ENGINEERING CREDITORS |  |
| 12316067 | 734084.002 | 2014-05-21 | WESTDAWN CREDITORS |  |
| 12316067 | 734085.000 | 2014-05-21 | WESTDAWN CREDITORS |  |
| 12316067 | 734093.000 | 2014-05-22 | WESTDAWN CREDITORS |  | Westdawn Investments Pty Ltd Westdawn Investment

Westdawn Investments Pt Westdawn Investment Westdawn Investment Westdawn Investment Westdawn Investment Westdawn Investment

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-
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Westdawn Investments Pty Ltd Westdawn Investments Pty Ltd
100062161
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100062161
100062161

[^163]|  |  | "CC" |  |
| :--- | :--- | :--- | :--- |
| 12316067 | 734480.000 | $2014-07-31$ | SALARY ACCOUNT * |
| 12316067 | 734472.000 | $2014-07-31$ | WESTDAWN CREDITORS |
| 12316067 | 734473.000 | $2014-07-31$ | WESTDAWN CREDITORS |
| 12316067 | 734466.000 | $2014-07-31$ | EFT3860PHO0000664RMA |
| 12316067 | 734474.000 | $2014-07-31$ | ENGINEERING CREDITORS |
| 12316067 | 734469.000 | $2014-07-31$ | 2014212006 * |
| 12316067 | 734468.000 | $2014-07-31$ | BANK OF BARODA JOBURG BRANCH |
| 12316067 | 734505.000 | $2014-08-01$ | WESTDAWN CREDITORS |
| 12316067 | 734502.000 | $2014-08-01$ | WESTDAWN CREDITORS |
| 12316067 | 734495.000 | $2014-08-01$ | ACC 012316067 |
| 12316067 | 734492.000 | $2014-08-01$ | WESTDAWN CREDITORS |



| Westdawn Investments Pty Ltd | Westdawn Investment |
| :--- | :--- |
| Westdawn Investments Pty Ltd | Westdawn Investment |
| Westdawn Investments Pty Ltd | Westdawn Investment |
| Westdawn Investments Pty Ltd | Westdawn Investment |
| Westdawn Investments Pty Ltd | Westdawn Investment |
| Westdawn Investments Pty Ltd | Westdawn Investment |
| Westdawn Investments Pty Ltd | Westdawn Investment |
|  |  |
| Westdawn Investments Pty Ltd | Westdawn Investment |
| Westdawn Investments Pty Ltd | Westdawn Investment |
| Westdawn Investments Pty Ltd | Westdawn Investment |
|  |  |
| Westdawn Investments Pty Ltd | Westdawn Investment |



[^164]
## "DD"

Date: 16-04-2019 BANK OF BARODA, JOHANNESBURG

TYPE: BARODA CURRENT ACCOUNT
A/C NO: 92020200000034 ZAR PAGE: 9

TO:
M/S. OAKBAY INVESTMENTS (PTY)LTD
CUSTOMER ADDRESS:
ACCOUNT ADDRESS:
cust Acomu addr1
144 K$A T H R I \bar{N} E$ STREET SANDTON 144 KATHRINE STREET SANDTON
JOHANNESBURG JOHANNESBURG
GAUTENG
SOUTH AFRICA GAUTENG
SOUTH AFRICA

STATEMENT OF ACCOUNT FOR THE PERIOD OF 27-02-2008 to 16-04-2019

| TRAN DATETRANSACTION PARTICULARS | WITHDRAWALS | DEPOSITS | BALANCE |
| :---: | :---: | :---: | :---: |
| 05-09-13 TRFD TO LOAN ACCOUN | 396993.09 |  | 106188.43Cr |
| 25-09-13 SALE PROCEEDS OF USD IN |  | 8866810.43 | 8972998.86Cr |
| 25-09-13 SALE PROCEEDS OF USD IN |  | 30541613.60 | 39514612.46 Cr |
| 25-09-13 EFT TO NEDBANK | 39500000.00 |  | 14612.46 Cr |
| 30-09-13 92020200000034:Int.Pd:0 |  | 216.67 | 14829.13Cr |
| 03-10-13 INT 03/231 |  | 635753.00 | 650582.13Cr |
| 04-10-13 | 600000.00 |  | 50582.13 Cr |
| 07-10-13 CREDIT IN NEDBANK |  | 372000.00 | 422582.13Cr |
| 09-10-13 TRFD TO LOAN ACCOUNT | 371827.57 |  | 50754.56 Cr |
| 09-10-13 EFT TO NEDBANK | 7500000.00 |  | 7449245.44 Dr |
| 24-10-13 CREDIT IN NEDBANK |  | 7500000.00 | 50754.56 Cr |
| 24-10-13 92020200000034:Int.Coll | 24286.58 |  | 26467.98 Cr |
| 31-10-13 [92020300000296] :01-10 |  | 90821.92 | 117289.90 Cr |
| 31-10-13 92020200000034:Int.Pd:0 |  | 166.88 | 117456.78 Cr |
| 13-11-13 CREDIT IN NEDBANK |  | 295000.00 | 412456.78 Cr |
| 13-11-13 TRFD TO LOAN ACCOUNT | 391406.34 |  | 21050.44 Cr |
| 29-11-13 [92020300000296] :31-10 |  | 90821.92 | 111872.36 Cr |
| 29-11-13 92020200000034:Int.Pd:0 |  | 154.46 | 112026.82Cr |
| 06-12-13 CREDIT IN NEDBANK |  | 284000.00 | 396026.82Cr |
| 06-12-13 TO AMT PAID TO VARIOUS | 379401.10 |  | 16625.72 Cr |
| 31-12-13 [92020300000296] :30-11 |  | 93849.31 | 110475.03 Cr |
| 31-12-13 92020200000034:Int.Pd:0 |  | 89.28 | 110564.31 Cr |
| 08-01-14 CREDIT IN NEDBANK |  | 293000.00 | 403564.31Cr |
| 10-01-14 TRFD TO LOAN ACCOUNTS | 391455.59 |  | 12108.72Cr |
| 31-01-14 [92020300000296] :31-12 |  | 93849.32 | 105958.04Cr |
| 31-01-14 92020200000034:Int.Pd:0 |  | 159.56 | 106117.60 Cr |
| 06-02-14 NEDBANK |  | 294000.00 | 400117.60 Cr |
| 06-02-14 TR TO LOAN A/C | 391780.97 |  | 8336.63 Cr |
| 28-02-14 [92020300000296] :31-01 |  | 84767.12 | 93103.75 Cr |
| Page Total: | 49947151.24 | 49537073.47 | 93103.75Cr |

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.


"TRD 0" p 3



## "TRD 0"p 5



| $\begin{gathered} \text { Kamal Vasram } \\ \text { Baroda Current 02/262 } \end{gathered}$ |
| :---: |

R2m
15/10/2012
Of which R1 050 ogo is from Tranche1
and R950 from unknown source
Step 5
FDR 03/262 is closed
and R28m paid into
Estina's BoB account
It is joined there by
R2m from an FDR
funded by R1m from
Tranche 1 (and poss.
R950k from Tranche 0)
The same day
this R30m is transferred
Into Estina's SBSA
account



## VV5-PEH-674

## Estina"TRD 0" p 8 <br> Standard Bank Current <br> <br> Account <br> <br> Account <br> <br> 310864860

 <br> <br> 310864860}\$2,999,975
05/09/2013

Gateway Limited
Stanrdard Charterd USD Account 0220694201

Star Engineers
$\$ 72231.14$


## 

## B sıəృsuеп Кемәџеŋ $\$ 400 \mathrm{k}$ of the original $\$ 3 \mathrm{M}$ into Global Corp’s AED Account via Global's USD account

$$
\text { Step } 2
$$

AED1.7m is

From Global’s AED account

|  |
| :---: |


| \$2,999,975 |
| :---: |
| $05 / 09 / 2013$ |
| Gateway Limited |
| Stanrdard Charterd |
| USD Account |
| O220694201 |


| $23 / 09 / 2013$ |
| :---: |
| $\$ 400000$ |

$\$ 449346.15$
(AED 1650000 )
$24 / 09 / 2013$

| Global Corporation |
| :---: |
| Bank of Abu Dhabi |
| AED Account |
| 6202119544 |



## "TRD 0" p 11

## Zl d..0 هy.

## "TRD 0" p 13




# Tracing Tranche 0 Part 4 




Global Corporation
Standard Chartered Dubai AED Account 01202116791

AED750 000 08/09/2013


AED750 000 08/09/2013

Global Corporation
Bank of Abu Dhabi AED Account 6202119544
$\$ 200000$ 08/09/2013

$\$ 200000$ 08/09/2013

## Step 3 <br> \$145k is paid to Fidelity's BoB USD Account, and used to Pay $\$ 142 \mathrm{k}$ described as ‘Bhatia’ share purchase \$504 087.20 is paid to Global’s BoB AED account, and then withdrawn as AED1 850000 as hawala



Note this leaves
$\$ 50 \mathrm{k}$ in the account that is eventually paid
To Oakbay (see Stream 2)
"TRE\&\&inn 18
Standard Bank Current Account 310864860
\$2,999,975 05/09/2013

Gateway Limited Stanrdard Charterd USD Account 0220694201

05/09/2013
\$1m

Global Corporation Standard Chartered Dubai USD Account 01202116701

AED750 000
08/09/2013

Global Corporation
Standard Chartered Dubai AED Account 01202116791

AED750 000 08/09/2013


AED750 000 08/09/2013

Global Corporation
Bank of Abu Dhabi AED Account 6202119544
\$200 000 08/09/2013


Step 1
$\$ 1.4 \mathrm{~m}$ is paid from Gateway
To Accurate's SCB USD
Account


Standard Bank Current Account 310864860
\$2,999,975
05/09/2013

Gateway Limited Stanrdard Charterd USD Account 0220694201
$\$ 1.4 \mathrm{~m}$
09/09/2013

Accurate Investments Limited Standard Chartered Dubai USD 01204077701
$\$ 1347000$
09/09/2013
Sun City Wedding Invoice

Linkway Trading State Bank of India Johannesburg 3260055720101

Step 2
$\$ 1347000$ is paid to Linkway's State Bank of India account Invoiced Against Sun City Wedding

## Step 3

\$50k is paid from Gateway to Fidelity's SCB USD Account. The $\$ 100 \mathrm{k}$ is paid as part of \$3.1m payment to Oakbay

Estina "TRD 0" 121
Standard Bank Current Account 310864860
\$2,999,975
05/09/2013

$\$ 50000$
18/09/2013
\$1 347000 09/09/2013 Sun City Wedding Invøice

Linkway Trading State Bank of India Johannesburg 3260055720101



## Tracing Tranch 1

 $\overline{\text { InICd }}$

| Doted Blue - Transactions creating |
| :---: |
| FDRLLoan Link |






"TRD 1" p 8


















## "UAE1" p 1

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 12 February 2014 12:05 |
| To: | Sanjay Grover |
| Subject: | FW: FORMAT ACC.xlsx |
| Attachments: | FORMAT ACC.xlsx |

Bhaiya,

PLEASE UPDATE THIS SHEET EVERYDAY IN THIS FORMAT

THANKS
ASHU

| BANK NAME | CLOSING BAL |
| :--- | ---: |
| GLOBAL SCB AED | $28,000.00$ |
| GLOBAL NBAD AED | $368,294.13$ |
| GLOBAL MASHREQ AED | $9,575.00$ |
| GLOBAL BOB AED | $71,762.43$ |
| FIDELITY SCB AED | - |
| FIDELITY MASHREQ AED | $210,000.00$ |
| FIDELITY BOB AED | $25,000.00$ |
| GATEWAY SCB AED | - |
| GATEWAY MASHREQ AED | $154,110.00$ |
| GATEWAY BOB AED | $25,000.00$ |
| ACCURATE MASHREQ AED | $235,000.00$ |
| ACCURATE BOB AED | $25,000.00$ |

TOTAL ALL BANKS - AED
1,151,741.56

| BANK NAME | CLOSING BAL |
| :--- | ---: |
| GLOBAL SCB USD | - |
| GLOBAL NBAD USD | $401,407.56$ |
| GLOBAL MASHREQ USD | $393,195.50$ |
| GLOBAL BOB USD | $1,518.84$ |
| FIDELITY SCB USD | - |
| FIDELITY MASHREQ USD | - |
| FIDELITY BOB USD | $7,048.40$ |
| GATEWAY SCB USD | - |
| GATEWAY MASHREQ USD | - |
| GATEWAY BOB USD | $7,082.59$ |
| ACCURATE MASHREQ USD | - |
| ACCURATE BOB USD | $7,470.36$ |


| TOTAL ALL BANKS - USD | $817,723.25$ |
| :--- | ---: |

```
From:
Ashu <ashu@sahara.co.za>
Sent:
    13 October 2012 04:23
To:
Ashok Narayan
Fwd: ACCURATE INVESTMENTS LIMITED
```

Please note the details as below

## ACCURATE INVESTMENTS LIMITED

P O BOX 36216

RAS AL KHAIMAH, U.A.E.

Registration No. A47/12/10/2913
Share holder SANJAY GROVER

Phone $+\mathbf{9 7 1 5 0 2 8 7 7 4 2 3}$

ADDRESS FOR COURIER

SANJAY GROVER
M 03 MAMZAR LAGOONS BLDG
AL MAMZAR, DUBAI,U A E
PHONE +971502877423
Regards

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

[^165]
## "UAE2" p 2



```
From:
Sent:
Sanjay Grover <sanjay.grover@hotmail.com>
27 February 2014 06:10
To:
Subject:
Ashu; Sanjay Grover
linkway
```


## Best Regards

## Sanjay Grover

Phone +971502877423
> From: ShyamA@mashreq.com
$>$
$>$
> 20: Sender's Reference
> $0330 W F R 140560693$
> 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
$>71 \mathrm{~A}$ : Details of Charges
$>$ SHA
$>$

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


| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 25 July 2014 06:24 |
| To: | Sanjay Grover |
| Subject: | FW: Aircraft Purchase Agreement |
| Attachments: | Aircraft Purchase Agreement - July 172014 REV MFRA.PDF |

PLEASE SIGN AND SEND ME BACK

From: Cindy [mailto:cindy@vdmass.co.za]
Sent: 18 July 2014 12:56 PM
To: Ashu
Subject: FW: Aircraft Purchase Agreement
Good day Sir
Kindly take note of the following in regards to the Aircraft Purchase agreement:
1.) In the previous agreement it stipulated that the Seller is Green Lane Capital Corp. In the amended agreement attached hereto it stipulates that the Seller is Centennial Asset Ltd. Is this the same company?
2.) Further to the agreement, clause 17: Disclaimer of Warranty

We note that no amendments has been made as we suggested. In fact, in this clause they elaborated on the Disclaimer of Warranties. We will however suggest that you agree to some sort of guarantee from the Seller's side. If you proceed to sign the agreement with their amendment, especially in regard to clause 17 , you will buy the aircraft "voetstoots" and should anything happen to the aircraft after delivery, you will have absolutely no remedy and any and all costs in relation to damages, defects etc. will be for your account.

We trust you find this in order.

Yours Sincerely
Cindy van Heerden


From: Pieter Van Der Merwe [mailto:pieter@vdmass.co.za]
Sent: 18 July 2014 08:16 AM
To: 'Cindy'
Subject: FW: Aircraft Purchase Agreement

[^166]Sent from my Samsung Galaxy smartphone
-------- Original message
From: Rohit Mathur
Date:18/07/2014 05:06 (GMT+02:00)
To: Ashu
Subject: Fwd: Aircraft Purchase Agreement

## Sir

Please find below the draft of purchase agreement approved by the seller. They have made some minor wording changes but notable change is in item no 17 , i.e. warranty. Seller has reservations in giving any warrant after the sale. The aircraft is sold on as is where is basis . I will also suggest that all international preowned aircraft purchases are done on as is where is basis. In any case the clause of 14 days warranty will not hold good as it will take more than 14 days time after purchase to make the aircraft fly in India .

Please discuss the agreement and give your views. I am leaving for Brazil along with 2 other members of inspection team on Saturday night by a KLM flight and will reach there on Sunday evening. We will start the inspection process from Monday morning. I will keep you posted on the same

Regards

Rohit Mathur


[^167]

From: Rene Banglesdorf [rene@wepushtin.com](mailto:rene@wepushtin.com)
Date: Fri, Jul 18, 2014 at 7:42 AM
Subject: Re: Aircraft Purchase Agreement
To: Rohit Mathur [rohit.mathur@heritageaviation.in](mailto:rohit.mathur@heritageaviation.in), Steve Gerlinger < steve@wepushtin.com>
Rohit,
Please find the latest version of the aircraft purchase agreement approved by the Seller. There are a few wording changes by their attorney, most notably the warranty section at the end.

Please let me know as soon as possible if the buyer has any objections to signing this version.

From: Rohit Mathur [rohit.mathur@heritageaviation.in](mailto:rohit.mathur@heritageaviation.in)
Date: Monday, July 14, 2014 at 7:00 AM
To: Rene Banglesdorf [rene@wepushtin.com](mailto:rene@wepushtin.com), Steve Gerlinger [steve@wepushtin.com](mailto:steve@wepushtin.com)
Subject: Re: Aircraft Purchase Agreement
Sir
the only way we can get you a signed version is a scanned copy. I do not know how to send a signed word version. in case there are any changes from seller then $i$ will get it resigned. I think that is the only option $i$ have.

Rgds,

Rohit

On Mon, Jul 14, 2014 at 5:22 PM, Rene Banglesdorf [rene@wepushtin.com](mailto:rene@wepushtin.com) wrote:
Rohit, this has not yet been approved by the Seller. Please send the Word version so that edits can be made.

## Rene Banglesdorf <br> 512-818-0964

> On Jul 14, 2014, at 6:47 AM, "Rohit Mathur" [rohit.mathur@heritageaviation.in](mailto:rohit.mathur@heritageaviation.in) wrote: $>$
$>$ Hi Steve
$>$
> Please find attched the signed agreement.
>
$>$ Regards
$>$
$>$
$>$ Rohit
$>$
$>$
> <agreement.pdf>
> <agreement.pdf>
> <DELIVERY.pdf>
> <WARRANTY.pdf>

[^168]
## "UAE3" p 4

| From: | Ashu Chawla [ashuc111@gmail.com](mailto:ashuc111@gmail.com) |
| :--- | :--- |
| Sent: | 19 June 2014 07:11 |
| To: | Ashu |
| Subject: | Fwd: LOI signed by Seller |
| Attachments: | WrightBros[1].pdf; 267BE8EE-79BB-46BF-915C-D9853BB23C07[13].png; |
|  | 267BE8EE-79BB-46BF-915C-D9853BB23C07[18].png |

---------- Forwarded message $\qquad$
From: Steve Gerlinger < steve@,wepushtin.com>
Date: Wed, Jun 18, 2014 at 9:45 PM
Subject: Re: LOI signed by Seller
To: Rohit Mathur <rohit.mathur@,heritageaviation.in>
Cc: Curt Banglesdorf [curt@wepushtin.com](mailto:curt@wepushtin.com), Rene Banglesdorf[rene@wepushtin.com](mailto:rene@wepushtin.com), Ashu Chawla [ashuc111@gmail.com](mailto:ashuc111@gmail.com)

Hello Mr. Rohit,
I have received the new LOI in the name of the new company. It has been forwarded to the Seller for signature. The Wiring Instructions previously sent will remain unchanged. I have attached the instructions to this email for your convenience. Please reference Agusta A109E Power, s/n 11648, Reg: PR-EBX in your wire transfer. Please send a copy of the $\$ 100,000$ USD wire confirmation receipt, as provided by your bank, in the morning. Escrow will provide confirmation of receipt once the deposit reaches their account. Please call or email with any questions. Thank you in advance.

Kind regards,

Steve Gerlinger
Rotorcraft \& King Air

160 Terminal Road, Georgetown, TX 78628 Office: 512-868-9000 | Mobile: 512-630-1536 steve@wepushtin.com | www.wepushtin.com Charlie Bravo Aviation Brochure

From: Rohit Mathur [rohit.mathur@heritageaviation.in](mailto:rohit.mathur@heritageaviation.in)
Date: Wednesday, June 18, 2014 at 1:32 PM
To: Steve Gerlinger [steve@wepushtin.com](mailto:steve@wepushtin.com)
Cc: Curt Banglesdorf [curt@wepushtin.com](mailto:curt@wepushtin.com), Rene Banglesdorf [rene@wepushtin.com](mailto:rene@wepushtin.com), Ashu Chawla [ashuc111@gmail.com](mailto:ashuc111@gmail.com)
Subject: Re: LOI signed by Seller

Dear Mr Steve

Please find attached fresh LOI in the name of new company. Please get it signed from seller .Please also get the revised transfer advise from escrow agent .

## "UAE3" p 5

The money will be transferred tomorow morning. Until then please get the revised LOI signed by seller and resend to us .

## Warm Regards,

Rohit Mathur

On Wed, Jun 18, 2014 at 7:37 PM, Rohit Mathur [rohit.mathur@heritageaviation.in](mailto:rohit.mathur@heritageaviation.in) wrote:
Dear Mr Steve

We are pleased to inform you that we will remit the commitment fee in next 24 hours. We have decided to route this transaction through our subsidiary company in Dubai . We need to sign a fresh LOI in the name of Dubai company . The details of Dubai company are

## FIDELITY ENTERPRISES LIMITED

REGISTRATION NO. 111762
Office 104 Plot No.358-615 Al Quoz 3rd
P. O. Box 17870, Dubai

United Arab Emirates

I will be sending you the fresh LOI shortly. Please get it signed by the seller and revert. Once we get that we will transfer 100,000 \$ to your account. I presume that this exercise will get over by tomorow .

Also please inform if there will be any other charges that we will have to pay other than $2 \mathrm{M} \$$. What will be the charges of Escrow company .

Can you also suggest a suitable company who can advise on crating and shipping. The aircraft has to be shipped to New Delhi , India . we will prefer shipping by sea.

I will send you the fresh LOI in some time .

Regards,

Rohit Mathur

## "UAE3" p 6

On Tue, Jun 17, 2014 at 1:45 AM, Steve Gerlinger [steve@wepushtin.com](mailto:steve@wepushtin.com) wrote:
Hello Mr. Rohit,

Please find attached the signed LOI from the Seller. Please also find the attached Wiring Instructions for Wright Brothers Title Company (The Escrow Agent). Please wire the deposit per the instructions attached. Wright Brothers will be provided a copy of this LOI, as well as the pending Aircraft Purchase Agreement once both Parties agree to the terms. We will begin preparing the Aircraft Purchase Agreement immediately and look forward to scheduling the Pre-purchase Inspection as soon as possible. Escrow will provide you with Conformation of Receipt once the deposit arrives in their account. Please referenceAgusta A109E Power, s/n 11648, Reg: PR-EBX in your wire transfer. Please feel free to call or email should you have any questions. I look forward to taking the next steps with you.

Kind regards,

## Steve Gerlinger

Rotorcraft \& King Air


160 Terminal Road, Georgetown, TX 78628 Office: 512-868-9000 | Mobile: 512-630-1536 steve@wepushtin.com | www.wepushtin.com Charlie Bravo Aviation Brochure


| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 21 February 2012 10:42 |
| To: | Ugeshni Naidu |
| Subject: | FW: EUR FIDELITY BANK DETAIL WITH IBAN |

From: sanjay grover [mailto:sanjay.grover@hotmail.com]
Sent: Tuesday, February 21, 2012 12:42 PM
To: Ashu; sanjay grover
Subject: EUR FIDELITY BANK DETAIL WITH IBAN

## Ashu Bhai

Please note bank detail FOR EUR A/C as below
To Standard Chartered Bank New York Swift Code: SCBLUS33XXX
Favoring Standard Chartered Bank Dubai
Swift Code: SCBLAEADXXX
For further Credit to FIDELITY ENTERPRISES LIMITED
IBAN AE650440001601923292301
Thanks \& Regards
Sanjay

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

To: Green Lane Capital Corp.

## C/O: Steve Gerlinger <br> Charlie Bravo Aviation 160 Terminal Drive Georgetown, Texas 78628 United States

Subject: Offer to Purchase

Dear Steve,
Fidelity Enterprises Limited, Dubai, United Arab Emirates, hereinafter ("Buyer") hereby offer(s) to purchase your 2005 Agusta A109E Power, S/N 11648 , Registration PR-EBX (collectively, the "Aircraft") pursuant to the following terms and conditions:

1. The purchase price, excluding any applicable sales, use or property taxes, shall be $\$ 2,000,000.00$ (Two Million) U.S. Dollars.
2 Seller shall deliver the Aircraft to Buyer (i) free and clear of all liens and encumbrances; (ii) in an airworthy condition, with all Airworthiness Directives and mandatory manufacturers' Service Bulletins complied with; (iii) with all systems fully operational and functioning normally in accordance with the manufacturers' specifications; (iv) current on the manufacturers' recommended maintenance program(s), with all required time and calendar maintenance actions completed (vi) with a complete, continuous, up-to-date and accurate set of logbooks, manuals, wiring diagrams and completion drawings in Seller's possession.
3 This offer is conditioned on timely completion and execution of a mutually-acceptable Aircraft Purchase Agreement incorporating the terms and conditions of this offer letter, as well as other provisions not inconsistent herewith that are customarily found in purchase agreements for previously-owned aircraft.
4 Not later than three (3) business days following Seller's written acceptance of this offer, Buyer shall deposit $\$ 100,000.00$ (One hundred thousand) U.S. Dollars (the "Deposit") in escrow with Wright Brothers Aircraft Title Company, Oklahoma City, Oklahoma (the "Escrow Agent") in an account established to support this transaction. The parties shall each pay one-half of the Escrow Agent's aggregate fees.

Fidelity Enterprises Limited

Office:
104 Plot No.358-615 Al Quoz 3rd
P. O. Box 17870, Dubai United Arab Emirates

Phone:


5 Buyer shall have the right and be given a timely opportunity to conduct a visual inspection of the Aircraft and its records at the Seller's base of operations in Brazil (the "Visual Inspection") as soon as practicable following Seller's acceptance of this offer.
6. Following the Visual Inspection, Buyer shall have the right and be given a timely opportunity to conduct, at its expense, a pre-purchase inspection and a flight test in duration of not more than one (1)) hour at the Seller's base of operations in Brazil (the "Pre-Purchase Inspection").
Within two (2) business days following completion of the Pre-Purchase Inspection, Buyer shall confirm its written acceptance (the "Acceptance") or its rejection of the Aircraft. If Buyer rejects the Aircraft, the Deposit shall be promptly returned to Buyer, less any expenses incurred by Seller to perform/have performed any work requested by Buyer. Should Buyer accept the Aircraft, the Deposit shall immediately be made as per item 4 above and it shall become NON-REFUNDABLE, subject to Seller's satisfaction of all remaining obligations set forth in the Aircraft Purchase Agreement.
7. Delivery and closing shall occur upon verification of clear title, correction of all agreed-upon discrepancy corrections, and an acceptance flight.
8. Until the Deposit is made by Buyer, it is expressly understood and agreed that this offer is made in a non-exclusive basis by both parties.

It is expressly understood and agreed that all information pertaining to this transaction is and will remain strictly confidential and will not be disclosed to any additional party without the written consent of all parties to this Agreement.

Sincerely,

## FIDELITY ENTERPRISES LIMITED <br> DUBAI <br> UNITED ARAB EMIRATES

Accepted and Agreed for Buyer:


Name: SANJAY GROVER
Fidelity
Enterprises
Limited
Title: $\qquad$
Date: 18th JUNE 2014


Accepted and Agreed for Seller:


Name: $\qquad$

Title: $\qquad$

Date: $\qquad$


Fidelity Enterprises Limited

Office
104 Plot No.358-615
Al Quoz 3rd
P. O. Box 17870 , Dubai

United Arab Emirates
Phone:

| From: | Evan Tak [evan@sahara.co.za](mailto:evan@sahara.co.za) |
| :--- | :--- |
| Sent: | 30 July 2014 13:36 |
| To: | Ashu |
| Subject: | FW: RES: RES: Helicopter Transport from Brazil to India |

## fyi

From: Richardson, Debora [mailto:DRichardson1@go2uti.com]
Sent: 30 July 2014 02:24 PM
To: Evan Tak
Subject: FW: RES: RES: Helicopter Transport from Brazil to India

Please will you advise this Rohit person that you are collecting the rates and he must stop requesting them from all the different offices, he is causing confusion

Debora Richardson - Business Development Manager KZN | Freight Forwarding
UTi | 1st Floor Podium | John Ross House | 22/36 Margaret Mncadi Avenue | Durban 4001 | South Africa
drichardson1@go2uti.com | O +27 313106120 | C +27 829493263
HOW ARE WE DOING? Click this link to share your thoughts on our service.

From: Marwah, Navneet
Sent: 30 July 2014 02:04 PM
To: Lima, Estela; Rossetto, Priscila; Richardson, Debora; Pillay, Sarah; Costa, Mayara
Cc: Dastider, Nawancoor; Verma, Hemant
Subject: FW: RES: RES: Helicopter Transport from Brazil to India

Dear All,

Can you pls revert we are getting email from cnee here.
Rgds
Navneet Marwah - Manager, Air Import Ops.
UTi | Building No. 8 | 2nd Floor-Tower C | DLF Cyber City | Phase-II | Gurgaon - 122002 | Haryana | INDIA
nmarwah@go2uti.com | O +91-124-4655555 IExtn no : 631| F +91-124-4263388,99|C +91-9811470757|Skype ID - navneet.marwah2

HOW ARE WE DOING? Click this link to share your thoughts on our service

From: Rohit Mathur [mailto:rohit.mathur@heritageaviation.in]
Sent: Wednesday, July 30, 2014 2:27 PM
To: Marwah, Navneet
Subject: Fwd: RES: RES: Helicopter Transport from Brazil to India

## Dear Mr Navneet

## Greetings from Heritage Aviation

We have purchased a Agusta 109 Power helicopter from Brazil. We need to ship this helicopter by air cargo from Sao Paulo to New Delhi, India . We are already talking to UTI Sao Paulo for this shipment .Please refer to below emails with UTI Sao Paulo. For your reference we are providing with the size of shipment .

## "UAE3" p 12

$761 \times 225 \times 294 \mathrm{~cm}-01$ - fuselage (DG UN3166 - maybe) - weight 2000kgs
$530 \times 137 \times 225 \mathrm{~cm}-01$ - tailboom -- weight -1000 kgs
$525 \times 40 \times 70 \mathrm{~cm}-02$ - blades - weight $-750 \times 2-1500 \mathrm{kgs}$
Gross weight will be approximately 4500 Kgs
This helicopter is currently at Sao Paulo airport from where it has to be shipped. I will request you to kindly provide quote for this shipment. Also let us know what are the options available for cargo airlines for this shipment.

Kind Regards,

Rohit Mather
CEO
Heritage Aviation Pvt Ltd
506, 5th Floor
Bhikaji Cam Bhavan
Bhikaji Cama Place
New Delhi - 110066

Tel : +91-11-41600238
Mob: +91-9811404015

Forwarded message $\qquad$
From: Lima, Estela < ELima@go2uti.com $>$
Date: Tue, Jul 29, 2014 at 9:34 PM
Subject: RES: RES: RES: Helicopter Transport from Brazil to India
To: Rohit Mathur [rohit.mathur@heritageaviation.in](mailto:rohit.mathur@heritageaviation.in), "Rossetto, Priscila" < PRossetto@go2uti.com>
Cc: "Richardson, Debora" < DRichardson1@,go2uti.com>, "Pillay, Sarah" < SPillay7@go2uti.com>, "Costa, Mayara" < MCosta1@go2uti.com>, "Naidoo, Selvan" < SNaidoo2@,go2uti.com>

Dear Rohit,

We're working with UTi India, have you received their quote?

Regards,
Estela Lima - Air Product \& Procurement Analyst | Latin America
UTi Av.Alfredo Egidio de Souza Aranha, 100 -Bloco B - 10 and. | São Paulo, SP 04726-170| Brasil
elima@go2uti.com | O +55 11 5035-1000 ext 1048 - Skype: Estela.Lima.UTi

HOW ARE WE DOING? Click this link to share your thoughts on our service.
De: Rohit Mathur [mailto:rohit.mathur@heritageaviation.in]
Enviada em: terça-feira, 29 de julho de 2014 12:14
Para: Rossetto, Priscila
Cc: Lima, Estela
Assunto: Re: RES: RES: Helicopter Transport from Brazil to India

I am still waiting for your quote.

Regards

Rohit

On 28 Jul 2014 22:36, "Rossetto, Priscila" < PRossetto@go2uti.com> wrote
Dear Rohit,

I am quoting pick up and will revert asap.

Best Regards,

* Terms \& conditions:
https://docs.google.com/document/d/1qgjaReUJf9nrW6ih19wRX3 9sm95HYjgMzcYJO2BthE/edit?hl=pt BR
*Paises considerados paraisos fiscais : http://www.receita.fazenda.gov.br/legislacao/ins/2010/in10372010.htm (Ressaltamos que para países considerados paraísos fiscais pela IRF , será cobrado imposto de $33,33 \%$ sobre o valor total de frete collect mencionado no HAWB- a pagar no Brasil. A lista de países esta disponível no link acima. Estamos a disposição para quaisquer informações adicionais)

Priscila de Abreu Rossetto - Sales Analyst, PI.
UTi | Av.Alfredo Egidio de Souza Aranha,100 -Bloco B-10 andar | São Paulo, SP 04726-170 | Brasil prossetto@go2uti.com | O +55 11 5035-1000 ext 1020| F +55 11 5031-1080 Skype: priscila_a_r

HOW ARE WE DOING? Click this link to share your thoughts on our service.
De: Lago, Camila
Enviada em: sexta-feira, 25 de julho de 2014 09:59
Para: Rohit Mathur; Costa, Mayara
Cc: Lima, Estela; Fonseca, Luis
Assunto: RES: RES: Helicopter Transport from Brazil to India
Thanks Rohit!

Is this case, I'm adding Mayara Costa to help you.

Hello Mayara, good morning!
Could you help Mr Rohit, please?

Thanks and best regards,

Camila Lago - Sales Executive
UTi $\mid$ Rua Visconde de Inhauma, 38 | Sala: 1202 | Rio de Janeiro - RJ | 20091-007 - Brasil| Skype: camila.lago7 clago@go2uti.com | T: O +55 (21) 3543-4545 ext $4540|F:+55(21) 3543-4521| \mathrm{M}:+55$ (21) 99477-1907
HOW ARE WE DOING? Click this link to share your thoughts on our service.

De: Rohit Mathur [mailto:rohit.mathur@heritageaviation.in]
Enviada em: sexta-feira, 25 de julho de 2014 09:57
Para: Lago, Camila
Cc: Lima, Estela; Fonseca, Luis
Assunto: Re: RES: Helicopter Transport from Brazil to India

The address for pickup is Agusta Helicopter Shop Sao Paolu International airport.
Regards

Rohit Mathur

On 25 Jul 2014 09:50, "Lago, Camila" < CLago@go2uti.com> wrote:
Hello dears, good morning!

Will we need to collect it? If yes, could you inform address for pick up?

Thanks and best regards,

Camila Lago - Sales Executive
UTi | Rua Visconde de Inhauma, 38 | Sala: 1202 | Rio de Janeiro - RJ | 20091-007 - Brasil | Skype: camila.lago7
clago@go2uti.com | $\mathrm{T}: \bigcirc+55$ (21) 3543-4545 ext $4540|F:+55(21) 3543-4521| M:+55(21) 99477-1907$
HOW ARE WE DOING? Click this link to share your thoughts on our service.

De: Lima, Estela
Enviada em: sexta-feira, 25 de julho de 2014 09:41
Para: Rohit Mathur; Fonseca, Luis; Lago, Camila
Assunto: RES: Helicopter Transport from Brazil to India
Dear Rohit,

As I explain to you, we already receive this quote from our India team. We're working on this and will revert to you soonest.

Luis and Camila,

Please provide FOB quote.

Regards,

Estela Lima - Air Product \& Procurement Analyst | Latin America
UTi | Av.Alfredo Egidio de Souza Aranha, 100 -Bloco B - 10 and. | São Paulo, SP 04726-170|Brasil elima@go2uti.com |O $+55115035-1000$ ext 1048 - Skype: Estela.Lima.UTi

HOW ARE WE DOING? Click this link to share your thoughts on our service.

De: Rohit Mathur [mailto:rohit.mathur@heritageaviation.in]
Enviada em: sexta-feira, 25 de julho de 2014 08:42
Para: Lima, Estela
Assunto: Helicopter Transport from Brazil to India
Dear Mrs Lima

Greetings
I represent Dubai based Fidelity Enterprises Ltd. We have purchased a Agusta 109 helicopter from Brazil from EBX group in Rio De Janerio. This helicopter has to be shipped from Sao Paulo to Mumbai/New Delhi in India. This helicopter will be disassembled and packed at Agusta shop in Sao Paulo International Airport. The size of the crates are
$761 \times 225 \times 294 \mathrm{~cm}-01$ - fuselage (DG UN3166 - maybe)
$530 \times 137 \times 225 \mathrm{~cm}-01$ - tailboom
$525 \times 40 \times 70 \mathrm{~cm}-02$ - blades
Gross weight will be approximately 4500 Kgs
We urgently need a quote from you for all the services that you can provide including air freight and inland transportation. Please give us the best offer that you can.

I am currently in Rio de Janerio and you can call me to discuss any issue .

Regards,

Rohit Mathur
+55 21 9877-52946

Important Notice - This email message $\&$ any attached files is confidential $\&$ may be legally privileged. It is intended solely for the addressee. Unless you are the intended recipient (or have been authorized to receive it) any use, copy or disclosure of this information is prohibited and may be unlawful. If you have received this message in error, please advise the sender and delete the message $\&$ its attachments. All business is undertaken in terms of our Standard Trading Conditions, a copy of which is available on request. Note that when a waybill or bill of lading or other consignment note is issued, the conditions that apply for such document will be in addition to our standard trading terms, and for that mode of transport movement they will be paramount. Whilst the utmost care is taken with all communication, the integrity of email across the internet cannot be guaranteed. All liability for errors and omissions is excluded to the extent permitted by law for any claims arising as a result of the use of this method of communication. Any opinions, views or advice expressed by the author or sender may not necessarily reflect those of the company. UTi South Africa (Pty) Ltd is an authorized Financial Services Provider.

[^169]Sahara Holdings (PTY) Ltd
89 Gazelle Avenue, Corporate Park, Midrand, South Africa
Private Bag X180, Halfway House, 1685, South Africa

# Wright Brothers 

9075 Harmony Drive
Oklahoma City, OK 73130
Phone (866) 217-5700 toll free
Phone (405) 680-9289 local
Fax (405) 732-7457
dmercer@wbaircraft.com

| WIRING INSTRUCTIONS |  |
| :--- | :--- |
| BANK NAME: | BANK OF AMERICA, N.A. |
| BANK ADDRESS: | 5616 N. MAY AVENUE |
|  | OKLAHOMA CITY OK 73112 |
| ABA ROUTING: | 026009593 |
| ACCOUNT NO: | 002868719094 |
| ACCOUNT NAME: | WRIGHT BROTHERS AIRCRAFT <br> TITLE, INC. TRUST ACCOUNT |
| REFERENCE: | AIRCRAFT "N" NUMBER, MAKE <br> \& MODEL, SERIAL NUMBER |
| SWIFT CODE: | BOFAUS3N (ONLYFOR <br> INTERNATIONAL WIRES) |

Funds received to the trust account by wire transfer can be available for immediate credit.

No disbursement of funds can be made without instructions in writing via faxcimilie or email from the party whom deposited the funds.

The hours for receipt of funds are from 6:30 a.m. to 4:30 p.m. Central Standard Time. Funds can be disbursed from the hours of 7:30 a.m. to 4:00 p.m. Central Standard Time.

```
From:
    Ashu Chawla <ashuc111@gmail.com>
Sent:
    18 June 2014 13:01
To:
    Ashu
Subject:
Fwd: FIDELITY DETAILS
```

---------- Forwarded message $\qquad$
From: "Sanjay Grover" < sanjay.grover@hotmail.com>
Date: 18 Jun 2014 2:00 PM
Subject: FIDELITY DETAILS
To: "ASHU CHAWLA" [ashuc111@gmail.com](mailto:ashuc111@gmail.com), "Sanjay Grover" < sanjay.grover@hotmail.com> Cc:

## FIDELITY ENTERPRISES LIMITED

REGISTRATION NO. 111762
Office 104 Plot No.358-615 AI Quoz 3rd
P. O. Box 17870, Dubai

United Arab Emirates

DIRECTOR SANJAY GROVER

CONTACT NO. $\underline{+971502877423}$

REGARDS

## AIRCRAFT PURCHASE AGREEMENT

THIS AIRCRAFT PURCHASE AGREEMENT (the "Agreement") is made and entered into by and between Fidelity Enterprises Limited, a company organized and existing under the laws of Dubai, UAE, with head offices at _104 Plot No. 358-615, AL QUOZ 3, Dubai, UAE, UAE Registration No. 111762 (the "Buyer") and Centennial Asset Ltd., a company organized and existing under the laws of the British Virgin Islands, with head offices at Akara Bldg, 24 De Castro Street, Wickhams Cay I, Road Town, Tortola, British Virgin Islands. (the "Seller") - together, the "Parties" and each of the, individually, a "Party".

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AIRCRAFT. Seller agrees to sell and Buyer agrees to purchase that certain aircraft generally described herein below and more particularly described in attached Exhibit A (the "Aircraft").

| MANUFACTURER/Y | 2005 Agusta Westland | SER. NO.: | 11648 |
| :---: | :---: | :---: | :---: |
| MODEL: | A 109E Power | REG. NO.: | PR-EBX |
| ENGINE SER. NOS.: |  |  |  |

2. PURCHASE PRICE, PAYMENT TERMS AND TAXES. Buyer agrees to pay and Seller agrees to accept the total purchase price of Two Million (US\$2,000,000.00) U.S. Dollars (the "Purchase Price"), the payment terms for which are as follows:
(a) Buyer has made an earnest money deposit (the "Deposit") in the sum of One Hundred Thousand (US\$100,000.00) U.S. Dollars to Wright Brothers Aircraft Title, acting as escrow agent for this transaction (the "Escrow Agent"). Buyer shall send written irrevocable instructions to the Escrow Agent authorizing the Escrow Agent to release the Deposit to Seller in the event set forth in Section 9(a) hereto, upon receipt of written notice of Seller in this sense. All escrow fees will be shared equally by the Parties. The Deposit will be released to Seller at the Delivery, together with the balance of the Purchase Price.
(b) Balance of Purchase Price in the sum of One Million Nine Hundred Thousand (US $\$ 1,900,000.00$ ) U.S. Dollars is due at the Delivery as a condition of delivery.
(c) Seller shall pay any and all personal property taxes assessed or levied against the Aircraft prior to delivery. Buyer shall pay any and all documentary stamps, sales/use taxes, duties or fees assessed or levied by any federal, state, or local taxing authority as a result of the sale, delivery or registration of the Aircraft. All payments shall be in U.S. currency with good and collected funds (via wire transfer).
3. TITLE. Seller warrants that it is authorized to sell and has good and marketable title to the Aircraft and its engines. Seller will deliver the Aircraft free and clear of any and all liens, claims, or other encumbrances to its title.
4. ACCEPTANCE OF AIRCRAFT. As soon as practical following execution of this Agreement, Buyer shall conduct a visual inspection of the Aircraft and its logbooks in Rio de Janeiro, Brazil and communicate its visual acceptance of the Aircraft to Seller in writing. Thereafter:
(a) In up to 5 (five) days counted as from the date of the visual inspection, Buyer shall perform, at its expense, a pre-purchase inspection consisting of a physical inspection of the Aircraft and its engines, as well as of selected items deemed necessary by Buyer and agreed by Seller, and conduct a test flight of not more than two (2) hours.
(b) The Aircraft must be as represented and in airworthy condition, with all Airworthiness Directives and mandatory Service Bulletins in compliance; (i) with all systems fully operational and functioning normally in accordance with the manufacturers' specifications; (ii) with no damage history; (iii) current on the manufacturers' recommended maintenance tracking program, with all required time and calendar maintenance actions completed without deferment or extension and
all 'due' list items completed and up-to-date; (iv) with a complete, continuous, up-to-date and accurate set of original logbooks, manuals, wiring diagrams and completion drawings in English.
(c) Within five (5) days counted as from the date of the pre-purchase inspection described in item (a) above, Buyer shall notify the Seller of Buyer's acceptance of the Aircraft, in writing, by use of Exhibit B, subject to Seller's correction of any discrepancies that render the Aircraft unairworthy or of its rejection of the Aircraft. Acceptance or rejection of the Aircraft shall be in Buyer's sole, but reasonable, judgment.
(d) If the Aircraft is deemed acceptable by Buyer, the Deposit shall be applied toward and released to Seller together with the Purchase Price, and closing shall occur no later than July 30, 2014. If the Aircraft is not acceptable to Buyer, this Agreement will be deemed null and void, and the Parties shall have no further liability herein, except that the Deposit shall be promptly returned to Buyer.
5. DELIVERY. Immediately after the fulfillment of the closing procedures described in Section 6 below, including the release of the Purchase Price to Seller, the Aircraft will be delivered as inspected, free and clear of all liens and encumbrances, with no damage history, with a valid Export Certificate of Airworthiness in favor of India, and deregistered from the Brazilian registry ("Delivery"). The Delivery of the Aircraft shall occur simultaneously with the closing procedures described in Section 6 below at a time, date and location ("Delivery Location") to be agreed upon between the Parties, but no later than 3 (three) days after receipt, by Seller, of Buyer's notice of acceptance of the Aircraft pursuant to Section 4(c) (the "Closing Date"). Confirmation of Delivery shall be in writing by use of Exhibit $C$ attached hereto ("Confirmation of Aircraft Delivery").
6. CLOSING PROCEDURES. Buyer shall transfer the remainder of the Purchase Price, in immediately available funds, to the Escrow Agent no later than 5 (five) days after receipt, by Seller, of Buyer's notice of acceptance of the Aircraft pursuant to Section 4(c). Upon confirmation from the Escrow Agent that it has received the wire transfer of the full amount of the Purchase Price due with irrevocable instructions to complete the transaction, the Seller shall file for deregistration with ANAC. Thereafter, upon confirmation of deregistration, the Escrow Agent shall:
(a) date with the current date the Warranty Bill of Sale (Exhibit D) in the appropriate spaces;
(b) release to Buyer the Warranty Bill of Sale; and
(c) wire the full Purchase Price amount to the Seller per Seller's instructions.

At the Delivery Location, no sooner than immediately following Seller's execution of the Warranty Bill of Sale, Seller shall deliver possession of the Aircraft to Buyer, and Buyer shall execute and deliver to Seller a Confirmation of Aircraft Delivery substantially in the form of Exhibit C.
7. CONVEYANCE OF TITLE. No less than one (1) business day prior to the Closing Date:
(a) Seller shall deliver to the Escrow Agent a Warranty Bill of Sale substantially in the form of Exhibit D hereto, together with written irrevocable instructions to release the Warranty Bill of Sale to Buyer, immediately upon transfer by the Escrow Agent of the Purchase Price and Escrow Agent obtaining and providing a FED wire reference number to Seller in respect of such transfer.; and
(b) Buyer and Seller shall be duly registered as a "transacting user entity" with the International Registry ("IR") created pursuant to the Convention on International Interests in Mobile Equipment, the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment ("Protocol"), both signed in Cape Town, South Africa on November 16, 2001, together with the Regulations for the International Registry, the International Registry Procedures, the International Registry Website Terms and Conditions, and all other rules, amendments, supplements and revisions thereof. Seller agrees that it will consent to Buyer's registration with the IR of the Contract of Sale (as defined in the Protocol) relating to the airframe and the engines that compose each Aircraft, such registration to occur as soon as practicable following transfer of title to the Aircraft from Seller to Buyer.
8. INSURANCE. Until Delivery, Seller shall fully insure the Aircraft and bear the risk of loss. In the event of any damage or loss prior to Delivery, this transaction shall, at the election of the Seller, become null and void, the Deposit shall, within 15 days, be refunded in full to Buyer, and all proceeds of insurance shall be the sole property of the Seller. Said risk of loss shall pass to Buyer as of Delivery.
9. DEFAULT. In the event of default of this Agreement, the following remedies shall apply:
(a) Seller's Remedies: Subsequent to Buyer's Visual Acceptance of the Aircraft as evidenced by execution of Exhibit B hereto, should Seller perform all of its obligations and Buyer fail to purchase Aircraft in accordance with the terms and conditions of this Agreement, Seller may (i) terminate this Agreement, (ii) proceed otherwise to sell or dispose of the Aircraft, and (iii) retain Buyer's Deposit as liquidated damages.
(b) Buyer's Remedies: Subsequent to Acceptance of the Aircraft as evidenced by execution of Exhibit B, should Buyer perform all of its obligations and Seller fail to sell Aircraft in accordance with the terms and conditions of this Agreement, Buyer may (i) terminate this Agreement, and (ii) Seller shall immediately reimburse Buyer for Buyer's expenses relating to the pre-purchase inspection and test flight as liquidated damages, which expenses Buyer shall provide to Seller in writing within five (5) business days following the date of termination.
10. NOTICES. All notices pursuant to this Agreement shall be deemed served if hand delivered or sent by express courier, or United States certified mail, return receipt, postage prepaid, to the Seller and Buyer at their respective addresses herein below:

| BUYER | SELLER |
| :---: | :---: |
| FIDELITY ENTERPIRSES LIMITED | CENTENNIAL ASSET LTD. |
| 104, PLOT NO. 358-615 | Praia do Flamengo, 154-10th floor |
| AL QUOZ 3, DUBAI, UAE | CEP 22210-030 Rio de Janeiro, RJ |
|  | BRAZIL |
| Phone: +971502877423 | Phone: +55 21 2163-5518 |
| Fax: +97142965576 |  |
| E-mail: sanjay.grover@hotmail.com | E-mail: Pedro.borba@ebx.com.br |
| Attention: | Attention: Mr. Pedro Borba, General Counsel |

11. DATE OF AGREEMENT. The date of this Agreement shall be the date that the last Party executes or initials this Agreement and shall not become legally binding upon either Party until fully executed by both Parties.
12. ENTIRE AGREEMENT. The terms and conditions of this Agreement constitute the entire Agreement of the Parties hereto and supersede all previous negotiations, representations, and agreements between the Parties. This Agreement may not be varied, amended, or supplemented except by an instrument in writing signed by both Parties.
13. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective legal representatives, heirs, successors and assigns, except this Agreement may not be assigned by either Party without the written consent of the other.
14. CONFIDENTIALITY. The entire contents of this Agreement shall remain confidential between both Parties named in this Agreement, including their agents, consultants and attorneys if/as required to complete this transaction, except as required by law or regulation.
15. GOVERNING LAW. Any disputes arising between the Parties pursuant to this Agreement shall be interpreted in accordance with the laws of the Country of Brazil,.
16. MANUFACTURER'S WARRANTIES: To the extent that any manufacturer's warranties are still in effect with respect to the Aircraft, other than warranties, which by their terms are un-assignable, Seller will reasonably assist Buyer if required to maintain continuity of the warranties.

## "UAE3" p 21

17. DISCLAIMER OF WARRANTY. EXCEPT FOR THE REPRESENTATION AND WARRANTY OF TITLE SET FORTH IN SECTION 3 HEREOF AND IN THE WARRANTY BILL OF SALE, THE AIRCRAFT IS BEING SOLD AND DELIVERED TO BUYER IN ITS "AS IS, WHERE IS" CONDITION NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT. SELLER DOES NOT MAKE, GIVE, OR EXTEND ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, WHETHER ARISING IN LAW, IN EQUITY, OR IN CONTRACT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, AIRWORTHINESS, DESIGN, CONDITION, OR FITNESS FOR A PARTICULAR USE. EXCEPT FOR THE REPRESENTATION AND WARRANTY OF TITLE SET FORTH IN SECTION 3 HEREOF AND IN THE WARRANTY BILL OF SALE, NO WARRANTY OR REPRESENTATION OF ANY KIND SHALL SURVIVE THE CLOSING. BUYER IS RELYING ONLY ON THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND ITS INDEPENDENT REVIEW OF THE AIRCRAFT AND BUYER IS NOT RELYING UPON ANY OTHER REPRESENTATION, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE AIRCRAFT.

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE OR ANY OTHER INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DELAY IN CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO SUCH DAMAGES.
--Signature Page Follows--

IN WITNESS WHEREOF, the Parties acknowledge that they have read this Agreement, understand and accept all provisions thereof, and have caused this Agreement to be duly executed on the dates set forth below their names.


## EXHIBIT A

## 2005 AGUSTA WESTLAND A109E POWER

## AIRFRAME

Total Time: 1674 Hours
Total Landings: 3878

## AVIONICS

Single Pilot IFR Avionics Suite:

LCD EADI \& EHSI, Standby ADI
Honeywell FZ-702 Flight Director
Dual Collins VIR-32 w/ CTL-32
Collins TDR-94 w/ CTL-92
Bendix/King KX-165 Nav/Com
Bendix/King KDM-550 Multi-Function Display
Garmin GPS-400W WAAS
Pilot/Co-pilot ASI \& VSI
Marker Beacon

Honeywell SP-711 3-axis AFCS
Honeywell AA-300 Radar Altimeter
Collins ADF-60 w/ CTL-62
Collins DME-42 w/ Indicator
Bendix/King RDR-2000 Radar w/ LCD Display
Avidyne TAS-610 Traffic Advisory System
Universal CVR-30B
Artex C406-2HM ELT

INTERIOR
VIP interior - Beige Leather
3-Pax Aft Facing Seats \& 3-Pax Forward Facing
Six Noise Controlling Headsets
Passenger Reading Lights
Coordinating Carpeting w/ Protective Floor Covering
Coordinating Crew Seats

## ADDITIONAL FEATURES

Dual Command
Pilot/Co-pilot Cyclic w/ EFIS switch
Cyclic Grip with Windshield Wiper Control
Extended Baggage Compartment
Cabin Soundproofing
Rotor Brake
Electric Passenger Step
Garrett ECU
Landing \& Taxi Lights

Electronic Vibration Monitoring System
Reinforced Windshield with Dual Wipers
Auxiliary Fuel Tank
Sliding Cabin Doors
Dual Inverters
Engine Fire Extinguisher
Chip Detectors
Particle Separators

## EXTERIOR

Overall White with Black \& Gold Accent Stripes

## EXHIBIT B

## CONFIRMATION OF AIRCRAFT ACCEPTANCE

Centennial Asset Ltd.
Dear Mr. Batista:

## RE: MODEL: A109E Power

SER. NO.: 11648
REG. NO.: PR-EBX

Pursuant to the Aircraft Purchase Agreement (Agreement) dated $\qquad$ , 2014 between Fidelity Enterprises Limited, Dubai, UAE (the "Buyer"), and Centennial Asset LTD. (the "Seller"), this is to confirm that Buyer has inspected the Aircraft on this date.

Aircraft is satisfactory and is hereby accepted As-Is, Where-Is in accordance with the terms of the above referenced Agreement.

Sincerely,

Fidelity Enterprises Limited

Name: $\qquad$
Its:
Date: $\qquad$

AGREED AND ACCEPTED:

Centennial Asset Ltd.
Name: $\qquad$
Its:
Date: $\qquad$

## EXHIBIT C

## CONFIRMATION OF AIRCRAFT DELIVERY

Centennial Asset Ltd.
Dear Mr. Batista:

## RE: MODEL: A109E Power SER. NO.: 11648 REG. NO.: PR-EBX

Pursuant to the Aircraft Purchase Agreement (Agreement) dated $\qquad$ , 2014 between Fidelity Enterprises Limited, Dubai, UAE (the "Buyer"), and CENTENNIAL ASSET LTD. (the "Seller"), I hereby acknowledge delivery on $\qquad$ of $\qquad$ of the above referenced Aircraft.

Delivery of Aircraft has been made to me at: $\qquad$ .

I have examined Aircraft and acknowledge that it satisfactorily complies with all terms and conditions of the above referenced Agreement. I further acknowledge compliance by you to date of all terms and conditions of that Agreement.

Sincerely,

Fidelity Enterprises Limited ("Buyer")

By: $\qquad$
Its: $\qquad$
Date:

Hours of Airframe at time of Delivery: $\qquad$
Hours of Engines at time of Delivery: $\qquad$

## EXHIBIT D

## AIRCRAFT WARRANTY BILL OF SALE

KNOW BY ALL MEN BY THESE PRESENTS, pursuant to and more fully described in the Aircraft Purchase Agreement dated $\qquad$ day of $\qquad$ , 2014 by and between Fidelity Enterprises Limited, Dubai, UAE (the "Buyer"), and Centennial Asset Ltd. (the "Seller"), that Seller, in consideration of the sum of $\qquad$
$\qquad$ ) and other good and valuable consideration to it in hand paid by Buyer, the receipt whereof is hereby acknowledged, hereby conveys and sells to Buyer, its successors and assign, a 2005 Agusta Westland A109E Power aircraft, serial number 11648 Registration Number PR-EBX ("Aircraft"), TO HAVE AND TO HOLD, unto Buyer, its successors and assigns forever.

IN WITNESS WHEREOF, Seller has caused these presents to be signed by its duly authorized officer this
$\qquad$ th day of $\qquad$ 20 $\qquad$ .


Title: $\qquad$

| From: | Sanjay Grover [sanjay.grover@hotmail.com](mailto:sanjay.grover@hotmail.com) |
| :--- | :--- |
| Sent: | 18 June 2014 17:35 |
| To: | Sanjay Grover; Ashu |
| Subject: | RE: LOI for Fidelity Enterprises |
| Attachments: | FIDELITY-GREEN LANE.pdf |

From: ashu@sahara.co.za
To: sanjay.grover@hotmail.com
Subject: FW: LOI for Fidelity Enterprises
Date: Wed, 18 Jun 2014 14:35:56 +0000

From: Rohit Mathur [mailto:rohit.mathur@heritageaviation.in]
Sent: 18 June 2014 04:32 PM
To: Ashu; Ashu Chawla
Subject: LOI for Fidelity Enterprises

Sir,

I am sending a fresh draft LOI for Fidelity Enterprises. We need to print the attached text in the letterhead of Fidelity. Sanjay ji should sign this LOI and return quickly back to me so that I can forward this to seller .

Regards


Rohit Mathur

[^170]"UAE4" p 1

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 02 July 2012 10:17 |
| To: | sanjay grover |
| Subject: | RE: USD GATEWAY BANK DETAIL WITH IBAN |

THANKS

From: sanjay grover [mailto:sanjay.grover@hotmail.com]
Sent: Monday, July 02, 2012 11:16 AM
To: Ashu; sanjay.grover12@gmail.com
Subject: USD GATEWAY BANK DETAIL WITH IBAN

## AshuBhai

Please note bank detail FOR USD A/C as

To Standard Chartered Bank New York Swift Code: SCBLUS33XXX
Favoring Standard Chartered Bank Dubai
Swift Code: SCBLAEADXXX
For further Credit to GATEWAY LTD.

A/C No. AE210440000102206949201
Thanks \& Regards
Sanjay

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

## "UAE4" p 2

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 17 September 2012 13:42 |
| To: | sanjay grover |
| Subject: | RE: GATEWAY LTD. |

Bhaiya,

Please provide me the bank details as well.

Thanks
Ashu

From: sanjay grover [mailto:sanjay.grover@hotmail.com]
Sent: Monday, September 17, 2012 2:41 PM
To: Ashu; sanjay grover
Subject: GATEWAY LTD.

Ashu Bhai

Please note the details for Agrreement as below with OFFICE Address

GATEWAY LTD

P O BOX 36216

RAS AL KHAIMAH, U.A.E.

Registration No. A47/04/11/3313

Share holder Sanjay Grover

## Postal Address

SANJAY GROVER
P O BOX 90329
M 03, MAMZAR LAGOONS BLDG
AL MAMZAR, DUBAI, U A E

Regards

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dangerous content by MailScanner, and is believed to be clean.


"UAE4" p 4

| From: | sanjay grover [sanjay.grover@hotmail.com](mailto:sanjay.grover@hotmail.com) |
| :--- | :--- |
| Sent: | 01 October 2012 07:46 |
| To: | wallemsa@gmail.com; Ashu; sanjay grover |
| Subject: | GATEWAY LTD. |
|  |  |
| Importance: | High |

Dear Ashok Ji

Please use the below Address

GATEWAY LTD

P O BOX 36216

RAS AL KHAIMAH, U.A.E.

Registration No. A47/04/11/3313

Contact Person Sanjay Grover
sanjay.grover@hotmail.com

Phone +971502877423
Fax +97142965576

Use Address to send Post/Courier

## SANJAY GROVER

P O BOX 90329
M 03, MAMZAR LAGOONS BLDG
AL MAMZAR, DUBAI, U A E
Phone +971502877423


Regards

This message has been scanned for viruses and

## "UAE4" p 5

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"UAE4" p 6

```
From: Ashu <ashu@sahara.co.za>
Sent:
28 September 2012 13:55
To:
Subject:
Ashok Narayan
FW: GATEWAY LTD.
```

Address for Agreement

GATEWAY LTD

P O BOX 36216

RAS AL KHAIMAH, U.A.E.

## Address for Courier

SANJAY GROVER
P O BOX 90329
M 03, MAMZAR LAGOONS BLDG
AL MAMZAR, DUBAI, U A E
PHONE +971502877423

"UAE4" p 7

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 17 September 2012 13:47 |
| To: | Evan Tak |
| Subject: | GATEWAY LTD. |

GATEWAY LTD

P O BOX 36216

RAS AL KHAIMAH, U.A.E.

Registration No. A47/04/11/3313

Share holder Sanjay Grover

Postal Address

SANJAY GROVER
P O BOX 90329
M 03, MAMZAR LAGOONS BLDG
AL MAMZAR, DUBAI, U A E

Please note bank detail FOR USD A/C as

To Standard Chartered Bank New York

Swift Code: SCBLUS33XXX

Favoring Standard Chartered Bank Dubai

Swift Code: SCBLAEADXXX

For further Credit to GATEWAY LTD.

A/C No. AE210440000102206949201

Regards

## "UAE4" p 8

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| From: | Evan Tak [evan@sahara.co.za](mailto:evan@sahara.co.za) |
| :--- | :--- |
| Sent: | 14 January $201408: 16$ |
| To: | Ashu |
| Subject: | DAIRY: Lack of coordination on the part of the shipping agent nominated by |
|  | Gateway |

From: Ashok [mailto:vargafields@gmail.com]
Sent: 11 January 2014 04:45 PM
To: Evan Tak
Subject: FW: Lack of coordination on the part of the shipping agent nominated by Gateway

## SIR, PLEASE HELP. ALL THIS GUY NEEDS TO DO IS TO GIVE A DOCUMENT TO THE SHIPPER WHICH WILL ENABLE HIM TO COLLECT THE CONTAINERS FROM NEW DELHI

-----Original Message-----
From: Chacha [mailto:deepakbansal1963@gmail.com]
Sent: 11 January 2014 02:06 PM
To: Vargafield Pty Ltd
Subject: Lack of coordination on the part of the shipping agent nominated by Gateway

Dear Sanjay Ji,
As informed to you telephonically, this is to further inform you that we are facing serious problems in coordinating with the shipping agent nominated by gateway.
As per your instructions, I thrice had a word with the person I was directed to contact, from the office of the shipping agent. I also again sent the additional documents which the person concerned had asked me to send. However, there has still been a total lack of coordination on the part of the shipping agent. I am therefore facing serious problems in coordinating with gateway's shipping agent, and am not being able to start the shipment of your order which is ready to be dispatched since the past more than 10 days. I request your earliest intervention in this matter to solve this issue.

Regards,
Deepak Bansal

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[^171]| From: | Evan Tak [evan@sahara.co.za](mailto:evan@sahara.co.za) |
| :--- | :--- |
| Sent: | 14 January 2014 08:17 |
| To: | Ashu |
| Subject: | Dairy: Shipment of your order |

Thanks and regards

Evan Tak
Tel: +27 115421000
Fax2email: 0867330006

Facebook Link: Sahara Computers on Facebook
P Please consider the Environment before printing this email !!!!

## -----Original Message-----

From: Estina Pty Ltd [mailto:estina.sa@gmail.com]
Sent: 02 January 2014 08:14 AM
To: Evan Tak
Subject: FW: Shipment of your order

Mr. Evan, Can you please help ? This is the shipment of Dairy equipment for which I had requested your help....
-----Original Message-----
From: Chacha [mailto:deepakbansal1963@gmail.com]
Sent: 28 December 2013 01:29 PM
To: sanjay@gatewaylimited.net
Cc: Vargafield Pty Ltd
Subject: Shipment of your order
Dear Sanjay Ji,
This is to bring to your notice, the fact that since the past one week, I have been trying to coordinate with shipping agent nominated by you, regarding the shipment of your order. It was agreed between the agent and me, that we would stuff the containers at our factory in Saharanpur, as we wanted to ensure that the containers are properly stuffed and sealed to ensure that even the slightest damage may not be caused to the plants and machinery in transit. For this purpose, the agent asked me to provide him with the requisite forms so as to enable him to take the necessary permissions from the authorities concerned.
I have sent the said forms to him already about 5 days back. However, despite regular follow up, I am not being able to get the desired response from the agent.
As such, I would request your intervention in the situation, to ensure that your order is shipped at the earliest.

Regards,
Deepak Bansal

## "UAE4" p 11

- 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


| From: | Evan Tak [evan@sahara.co.za](mailto:evan@sahara.co.za) |
| :--- | :--- |
| Sent: | 15 January $201407: 36$ |
| To: | Ashu |
| Subject: | FW: India Shipment... |
| Attachments: | RE: Regarding Containers" factory stuffing at Saharanpur (964 KB); image001.gif |

and regards

Evan Tak
Tel: +27 115421000
Fax2email: 0867330006

Facebook Link: Sahara Computers on Facebook


99 Gazelle Avenue, Corporate Park, Old Pretoria Main Road, Midrand, Johannesburg, South Africa Tel:+2711 5421000 Fax 2 Emaill Milini 0867333333 Sales: 0867333030 Aceaunts: 0867333300 Warifantleg: 0867333000

Please consider the Environment before printing this email !!!!

From: Kumar, Keval [mailto:KKumar@go2uti.com]
Sent: 15 January 2014 09:29 AM
To: Evan Tak
Cc: Richardson, Debora
Subject: RE: India Shipment..

Dear Sir,

Here is the last message, which was sent to shipper
Best Regards

Keval Kumar - Dy. Manager, Ocean Export Ops.
UTi | Building No.8| 2nd Floor-Tower C | DLF Cyber City | Phase-II | Gurgaon - Haryana 122002 | INDIA
kkumar@go2uti.com | O +91-124-4655555| F +91-124-4263388, 4263399|M +919999309425

HOW ARE WE DOING? Click this link to share your thoughts on our service

From: Evan Tak [mailto:evan@sahara.co.za]
Sent: Wednesday, January 15, 2014 12:51 PM
To: Kumar, Keval
Subject: RE: India Shipment...

Dear Keval,

I am looking for the last correspondence where the documents you said you received Friday as discussed with Mr Ashu.

But as per supplier they sent long ago.

Thanks and regards

## Evan Tak

Tel: +27 115421000
Fax2email: 0867330006

Facebook Link: Sahara Computers on Facebook


89 Gazelle Avenue Corporate Park, Old Pretoria Main Road, Midfand, Johannesburg, South Africa Tel:+2711 5421000 Fax 2 Emall: Haln: 0867333333 Sales: 0867333030 Acteunts: 0867333300 Warrantles: 0867333000

Please consider the Environment before printing this email !!!!

From: Kumar, Keval [mailto:KKumar@go2uti.com]
Sent: 15 January 2014 08:48 AM
To: Evan Tak
Subject: RE: India Shipment..
RE SENDING

Best Regards
Keval Kumar - Dy. Manager, Ocean Export Ops.
UTi | Building No. 8 | 2nd Floor-Tower C | DLF Cyber City | Phase-II | Gurgaon - Haryana | 122002 | INDIA
kkumar@go2uti.com | O +91-124-4655555| F +91-124-4263388, 4263399|M+919999309425

HOW ARE WE DOING? Click this link to share your thoughts on our service.

From: Evan Tak [mailto:evan@sahara.co.za]
Sent: Wednesday, January 15, 2014 11:27 AM
To: Kumar, Keval
Subject: India Shipment.
Importance: High
Dear Keval,

I trust you are well.

As discussed with Mr Ashu today.

Please can you forward me all the correspondence between yourself and supplier.

Thanks and regards

## Evan Tak

Tel: +27 115421000
Fax2email: 0867330006

Facebook Link: Sahara Computers on Facebook

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#### Abstract

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Private Bag X180, Halfway House, 1685, South Africa
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Private Bag X180, Halfway House, 1685, South Africa
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[^172]

| From: | Ashok [vargafields@gmail.com](mailto:vargafields@gmail.com) |
| :--- | :--- |
| Sent: | 16 January $201408: 43$ |
| To: | Evan Tak |
| Cc: | Ashu |
| Subject: | FW: Quotation for 40' Durban |

From: Chacha [mailto:deepakbansal1963@gmail.com]
Sent: 16 January 2014 10:38 AM
To: sanjay@gatewaylimited.net; Vargafield Pty Ltd
Subject: Fwd: Quotation for 40' Durban
Dear Sirs,
Please find mentioned below, the email received from universal links, a shipping, clearing and forwarding agent. Please go through the quotation carefully and also don't hesitate to contact him directly, as you have to decide and be satisfied regarding the shipping agent in all respects. Please also note that if you decide and nominate this agency as your shipping agent, we should not be responsible for any issue which arises in this regard, as we are only suggesting the agency's name. To select this company or not, is totally your prerogative and right.

Sincerely,
Deepak Bansal

Begin forwarded message:
From: "Universal Links" [universalmbd@gmail.com](mailto:universalmbd@gmail.com)
Date: January 16, 2014 at 1:33:05 PM GMT+5:30
To: [deepakbansal1963@gmail.com](mailto:deepakbansal1963@gmail.com)
Cc: "'Universal Links'" [info@universallinksindia.com](mailto:info@universallinksindia.com)
Subject: Quotation for 40' Durban

Dear Deepak Ji,

In reference to our telephonic discussions,
We, as one of the leading Clearing, Forwarding \& Shipping Agents having our Head office at Moradabad, have been serving the trade with our services in the various segments such as Custom Clearance, logistics in carriage of $\mathrm{FCL} / \mathrm{LCL} /$ Air cargoes and other export/import \& licensing activities. We wish to forward herewith the most competitive quotation on Clearance, Ocean Freight etc, to Durban as under with assuring you that the mentioned quotation is the best in the industry.

With the said quotations we also ensure you to provide unmatched services in the industry with the assurance of prompt clearance.

We eagerly wait to hear your consideration and to render our best services to your esteemed organization.

Quotation for $1 \times 40^{\prime}$ Durban

| Ocean Freight | USD 1350.00 Per 40' |
| :--- | :--- |
| Terminal Handling Charges | INR 21000.00 + Service Tax |
| Bill of lading Charges | INR 2000.00 + Service Tax |
| Switch B/L Charges | USD 200.00 |
| Agency Charges | INR 2500.00 Per 40' + Service Tax |
| CMC | INR 200.00 Per S.Bill |
| Certificate Of Origin (COC) | INR 250.00 Per COC |
| Railway Freight + Transportation (Factory Stuffing): <br> (Payable to Container Corporation of India Ltd.) <br> Saharanpur to Moradabad to JNPT/Nhava Sheva : | INR 78000.00 (approx \& receipted <br> charges) |

Note: Freight rates are valid till $31^{\text {st }}$ Jan ' 14

Besides above, regarding issuance of factory stuffing permission for your valued concern from Customs/Excise, we require approx 8 working days for the completion and Expense occur INR 20,000.00

Thanking you,
With Best regards
Sunil Kumar Vishnoi
Universal Links
C2/74, Mansarover Colony, Behind Parsvnath Plaza, Delhi Road,
Moradabad-244001, (U.P.), India. Telefax: +91 5912480073
E-mail: [info@universallinksindia.com] [universalmbd@gmail.com]
Clearing, Forwarding \& Shipping Agents

| From: | Kumar, Keval [KKumar@go2uti.com](mailto:KKumar@go2uti.com) |
| :--- | :--- |
| Sent: | 15 January $201407: 26$ |
| To: | Evan Tak |
| Cc: | Richardson, Debora |
| Subject: | RE: India Shipment... |
| Attachments: | RE: Regarding Containers $\backslash \backslash$ |

Dear Sir,

Here is the last message, which was sent to shipper

Best Regards

Keval Kumar - Dy. Manager, Ocean Export Ops.
UTi | Building No.8| 2nd Floor-Tower C | DLF Cyber City | Phase-II | Gurgaon - Haryana | 122002 | INDIA
kkumar@go2uti.com |O +91-124-4655555| F +91-124-4263388, 4263399|M +919999309425

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From: Evan Tak [mailto:evan@sahara.co.za]
Sent: Wednesday, January 15, 2014 12:51 PM
To: Kumar, Keval
Subject: RE: India Shipment...

Dear Keval,

I am looking for the last correspondence where the documents you said you received Friday as discussed with Mr Ashu.

But as per supplier they sent long ago.

Thanks and regards

Evan Tak
Tel: +27 115421000
Fax2email: 0867330006

Facebook Link: Sahara Computers on Facebook


89 Gazelle Avenue, Corporate Park, Old Pretoria Main Road, Midrand, Johamnesburg, South Africa Teli+2711 5421000 Fax 2 Emall Waln: 0867333333 Sales: 0867333030 Avecunts: 0867333300 Wlarrantles: 0867333000

Please consider the Environment before printing this email !!!!

From: Kumar, Keval [mailto:KKumar@go2uti.com]
Sent: 15 January 2014 08:48 AM
To: Evan Tak
Subject: RE: India Shipment...

"UAE4" p 19

RE SENDING

Best Regards
Keval Kumar - Dy. Manager, Ocean Export Ops.
$\underline{\text { UTi | Building No.8| 2nd Floor-Tower C | DLF Cyber City | Phase-II | Gurgaon - Haryana | } 122002 \text { | INDIA }}$
kkumar@go2uti.com | O +91-124-4655555| F +91-124-4263388, 4263399| M +919999309425

HOW ARE WE DOING? Click this link to share your thoughts on our service

From: Evan Tak [mailto:evan@sahara.co.za]
Sent: Wednesday, January 15, 2014 11:27 AM
To: Kumar, Keval
Subject: India Shipment...
Importance: High

Dear Keval,

I trust you are well.

As discussed with Mr Ashu today.

Please can you forward me all the correspondence between yourself and supplier.

Thanks and regards

Evan Tak
Tel: +27 115421000
Fax2email: 0867330006

Facebook Link: Sahara Computers on Facebook


89 Gazelle Avenue, Corporate Park, Old Pretorla Main Road, Midfand, Johannesburg, South Africa Tels 272115421000


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[^173]"UAE4" p 20
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89 Gazelle Avenue, Corporate Park, Midrand, South Africa

"UAE4" p 21

| From: | Ashok [vargafields@gmail.com](mailto:vargafields@gmail.com) |
| :--- | :--- |
| Sent: | 16 January 2014 08:54 |
| To: | Evan Tak |
| Cc: | Ashu |
| Subject: | BoQ \& Invoice for Dairy Equipment |
| Attachments: | Processing Plant BoQ 090713.pdf; Invoice EXP 315 from Gateway.pdf; Processing |
|  | Plant BoQ 090713.pdf; Invoice EXP 315 from Gateway.pdf |



| From: | Richardson, Debora [DRichardson1@go2uti.com](mailto:DRichardson1@go2uti.com) |
| :--- | :--- |
| Sent: | 15 January $201407: 40$ |
| To: | Ashu |
| Subject: | RE: DAIRY Shipment URGENT RESPONSE PLEASE |
| Attachments: | RE: India Shipment... $(0,98 \mathrm{MB})$ |

Please see attached

Debora Richardson - Senior Sales Executive KZN | Freight Forwarding
UTi | 1st Floor Podium | John Ross House | 22/36 Margaret Mncadi Avenue | Durban 4001 | South Africa
drichardson1@go2uti.com | O +27 313106120 | C +27 829493263
HOW ARE WE DOING? Click this link to share your thoughts on our service.

From: Ashu [mailto:ashu@sahara.co.za]
Sent: 15 January 2014 09:34 AM
To: Richardson, Debora
Subject: RE: DAIRY Shipment URGENT RESPONSE PLEASE

Please get the receipt or some documents for the same

From: Richardson, Debora [mailto:DRichardson1@go2uti.com]
Sent: 15 January 2014 09:29 AM
To: Ashu
Cc: Evan Tak
Subject: FW: DAIRY Shipment URGENT RESPONSE PLEASE

Please see below response from India

Debora Richardson - Senior Sales Executive KZN | Freight Forwarding
UTi | 1st Floor Podium | John Ross House | 22/36 Margaret Mncadi Avenue | Durban 4001 | South Africa
drichardson1@go2uti.com | O +27 313106120 | C +27 829493263
HOW ARE WE DOING? Click this link to share your thoughts on our service.

From: Kumar, Keval
Sent: 15 January 2014 09:23 AM
To: Richardson, Debora
Subject: RE: DAIRY Shipment URGENT RESPONSE PLEASE

Dear Debora,

Pls note, that We have submit the documents with customs, infact, but due to Transfer of Most of the custom staff, the file is Lying with Deputy commissioner \& he will ask New Superdant of customs To send the report, which was Join in a day or two in customs So It will take approx. a Week after getting the file with Supdt for registration
"UAE4" p 23
Kindly keep the cnee Update, We have not receive any documents from shipper, Yet, will keep u update, as soon as receive

Best Regards
Keval Kumar - Dy. Manager, Ocean Export Ops
UTi | Building No. 8 | 2nd Floor-Tower C | DLF Cyber City | Phase-II | Gurgaon - Haryana | 122002 | INDIA
kkumar@go2uti.com | O +91-124-4655555| F +91-124-4263388, 4263399|M+919999309425

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DAIRY PASTERURIZING EQUIPMENT WITH DBM (CAPACITY 20KL)
Milk Reception


MILK PROCESSING \& PACKING SECTION


BUTTER \& GHEE SECTION

| S.No. | Particulars | Qty | Unit Price US\$ | Total price US\$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | CREAM BALANCE TANK SS-304,Cap-100 Ltr | 1 | \$ 2,586.60 | \$ | 2,586.60 |
| 2 | Cream Transfer Pump , $500 \mathrm{Ltr} / \mathrm{hr}, \mathrm{Motor} 0.5 \mathrm{hp}$ | 1 | \$ 2,586.60 | \$ | 2,586.60 |
| 3 | Cream chiller, Cap. 500 Iph | 1 | \$ 12,933.00 | \$ | 12,933.00 |
| 4 | Insulated Cream Storage tank with agitator, Capacity 1350 LTr | 3 | \$ 34,919.10 | \$ | 104,757.30 |
| 5 | Butter churn, Cap. 1000 Its. | 1 | \$ 64,665.00 | \$ | 64,665.00 |
| 6 | Butter trolley-300 Kg handling capacity | 3 | \$ 6,466.50 | \$ | 19,399.50 |
| 7 | Triple Jacket Butter Melting vat Cap. 500 | 1 | \$ 28,021.50 | \$ | 28,021.50 |
| 8 | Ghee kettle (triple jacket) -500 LTR | 1 | \$ 32,332.50 | \$ | 32,332.50 |
| 9 | Ghee balance tank-100 LTr with filter | 1 | \$ 2,586.60 | \$ | 2,586.60 |
| 10 | Ghee Transfer pump,Motor Cap . 5 hp | 1 | \$ 2,586.60 | \$ | 2,586.60 |
| 11 | Ghee settling tank cap. 500 Its-SS-304 | 1 | \$ 9,340.50 | \$ | 9,340.50 |
| 12 | Ghee filling tank cap. 1000 Its with strainer | 1 | \$ 28,021.50 | \$ | 28,021.50 |
| 14 | Tin Sealing machine | 1 | \$ 1,293.30 | \$ | 1,293.30 |
|  |  |  | TOTAL | \$ | 311,110.50 |

## UTILITIES



CIP SYSTEM

| S.No. | Particulars | Qty | Unit Price US\$ | Total price US\$ |
| :---: | :--- | :---: | :--- | :--- |
| 1 | CIP SYSTEM FULLY AUTOMATIC | 1 | $\$ 517,320.00$ | $\$$ |

## EXTRA ESSENTIAL ITEMS



## INSTALLATION CHARGES

| S.No. | Particulars | Qty | Unit Price US\$ | Total price US\$ |
| :---: | :--- | :---: | :---: | ---: |
| 1 | Design , Installation, Erection , Commissioning and <br> trial including travel expenses upto SA, Staff pick-up <br> from Airport, Food and lodging provided by Client | 1 | $\$ 172,440.00$ | $\$$ |


| SUMARY OF COSTS |  |  | TOTAL |
| :---: | :--- | ---: | ---: |
| $\mathbf{1}$ | Milk Reception | $\$$ | $251,043.90$ |
| 2 | Milk Processing \& Packing | $\$$ | $687,460.80$ |
| $\mathbf{3}$ | Ghee \& Butter Section | $\$$ | $311,110.50$ |
| 4 | Utilities | $\$$ | $1,084,935.00$ |
| 5 | CIP System | $\$$ | $517,320.00$ |
| 6 | Extra Essential Items | $\$$ | $424,489.80$ |
| 7 | Installation charges | $\$$ | $172,440.00$ |
| $=$ | GRAND TOTAL | $\$ 3,448,800.00$ |  |

"UAE4" p 27

## GATEUAY UIMITED

| P.O.Box 36216 |
| :--- |
| Ras-al-Khaimah, United Arab Emirates |
| Telefax: +97142965576 |

INVOICE

| Date: | SEP 15, 2013 |
| :--- | :--- |
| Sales Rep | House |
| Invoice No:- | EXP/315 |

CLIENT

| Name: | ESTINA PTY LTD |
| :--- | :--- |
| Address: | Johannesburg <br> South Africa |

Brief Description:-
Free State Department of Agriculture Project
Pasteurizing Plant

| Shipping Method | Currency of Invoice | Delivery Date |
| :--- | :--- | :--- |
| N/A | United States Dollars | As per Agreement |


| Qty | Item \# | Description | Type | $\underline{\text { Unit Price US\$s }}$ | Line Total US\$s |
| :---: | :---: | :---: | :---: | :---: | :---: |


|  |  |  |  |  |  |
| :---: | :---: | :--- | :--- | :--- | :--- |
| PASTEURIZING PLANT |  |  |  |  |  |
|  |  |  |  |  |  |

"UAE5" p 1

```
From: Ashu <ashu@sahara.co.za>
Sent:
03 November 2011 11:03
To:
Ashok Narayan
    FW: GLOBAL'S DETAILS AND USD BANK DETAIL
```

GLOBAL CORPORATION LLC
M 03, MAMZAR LAGOONS BUILDING
AL MAMZAR
P O BOX 90329
DUBAI, U. A. E.
PHONE +971502877423
FAX +97142965576

BANK DETAIL USD
GLOBAL CORPORATION LLC
P. O BOX 90329, DUBAI-UAE

A/C NO. 6202119780
NATIONAL BANK OF ABU DHABI
P. O. BOX 45493,SHARJAH - UAE

SWIFT CODE NBADAEAASHA

## "UAE5" p 2

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 09 November $201105: 49$ |
| To: | sanjay grover |
| Subject: | FW: Agreement with Global |
| Attachments: | SUBCONTRACTING AGREEMENT_Global Dubai.pdf; Standard Terms - |
|  | SUBCONTRACTING AGREEMENT_Global Dubai.docx |

From: Ashok Narayan
Sent: Friday, November 04, 2011 8:32 AM
To: Ashu
Cc: Ashok Narayan
Subject: Agreement with Global

Ashubhai,

Enclosed please find the completed Agreement. Please forward to Sanjayji for his signature
Please ask him to put in his e-mail ID and his full name on Page 17, Annexure -A

Once you receive the mail back from him, please forward to me as well

Best Regards,

Ashok

From: Ashu
Sent: Thursday, November 03, 2011 1:03 PM
To: Ashok Narayan
Subject: FW: GLOBAL'S DETAILS AND USD BANK DETAIL

## GLOBAL CORPORATION LLC

M 03, MAMZAR LAGOONS BUILDING

## AL MAMZAR

P O BOX 90329

DUBAI, U. A. E.
PHONE +971502877423
FAX +97142965576

## BANK DETAIL USD

GLOBAL CORPORATION LLC
P. $O$ BOX 90329, DUBAI-UAE

"UAE5" p 3

# A/C NO.6202119780 <br> NATIONAL BANK OF ABU DHABI <br> P. O. BOX 45493,SHARJAH - UAE 

## SWIFT CODE NBADAEAASHA

[^175][^176]
## SUBCONTRACTING AGREEMENT

## entered into between

## GLOBAL CORPORATION LLC

(hereafter referred to as "GLOBAL"),

(individually or collectively, as the context may require, these parties shall be referred to as "a Party" or "the Parties".)

Please initial here |  |  |  |
| :--- | :--- | :--- |
|  |  |  |

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| Please initial here |  |  |
| :--- | :--- | :--- |
|  |  |  |  |
|  |  |  |

## 1 DEFINITIONS

In this Agreement, unless the context clearly indicates a contrary intention, the following expressions and words have the meanings assigned to them below and derivative expressions and words will have a corresponding meaning:
1.1 "the/this Agreement" means this agreement together with the annexures and SOWs hereto, as well as all amendments to any of these components executed by the Parties in accordance with clause 20.2;
1.2 "Business Day" means any day other than a Saturday, Sunday or official Public holiday in the Republic of South Africa;
1.3 "Contract Value" is the value of this Agreement as specified in annexure E;
1.4 "Default" means any failure by either Party to fulfil its obligations in terms of this Agreement;
1.5 "Deliverable" refers to anything tangible delivered pursuant to the Services under this Agreement;
1.6 "the Effective Date" means Nov 01, 2011 notwithstanding the signature date;
1.7 "Personnel" of a Party includes employees, directors, agents, consultants, contractors, subcontractors, professional advisers, or other representatives of the Party, while "Employees" of a Party is limited to employees (whether permanent or fixed-term) and directors of the Party;
1.8 "Project" means the project to be undertaken by Global in terms of and consequent upon the conclusion of this Agreement, and which shall include any services rendered under a SOW under this Agreement;
1.9 "Proposal" means the document which Global provided to the Company who in turn forwarded the same to the Client, which resulted in this Agreement being concluded;
1.10 "RSA" means the Republic of South Africa;
1.11 "SA Labour Relations Act" means the South African Labour Relations Act 66 of 1995, as amended;
1.12 "SA Companies Act" means the South African Companies' Act 71 of 2008, as amended;
1.13 "SA VAT Act" means the South African Value-Added Tax Act 89 of 1991, as amended;
1.14 "Services" means the services to be rendered by Global to the Client through the Company under this Agreement, which could include the production and delivery of Deliverables, as detailed in annexure D;
1.15 "Tax Invoice" means a document prepared in accordance with section 20 of the SA VAT Act;
1.16 "VAT" means value-added tax; and
1.17 "ZAR" means the South African Rand currency.

## 2 INTERPRETATION

2.1 References to this Agreement shall include the schedules and annexures to this Agreement, as well as any SOWs under this Agreement.
2.2 The table of contents, and the headings to the clauses in this Agreement are for convenient reference purposes only, shall not be used in the interpretation of this Agreement, and shall not limit or extend the language of
the clauses to which they refer.
2.3 Words and phrases defined in this Agreement shall also apply in the interpretation of the same words and phrases in annexures or schedules to this Agreement, save where specifically indicated to the contrary in such annexures or schedules.
2.4 Unless the context otherwise requires:
2.4.1 The singular shall import and include the plural and vice versa;
2.4.2 Words indicating a gender shall import and include other genders;
2.4.3 Words indicating natural persons shall include juristic persons;
2.4.4 The Gregorian calendar shall be the basis for any years, quarters, months or dates expressed in this Agreement; and
2.4.5 References to clauses, schedules, parts and sections are, unless otherwise provided, references to clauses, schedules, parts and sections of this Agreement.

If any provision in a definition, including the defined words and expressions in clause 1 (and elsewhere in this Agreement or within an SOW), is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in a definition clause, effect shall be given to it as if it were a substantive provision of this Agreement.
2.6 The use of the word 'including' followed by a specific example or examples shall not be construed or interpreted as limiting the meaning of the general wording preceding it. The eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example or examples, and where general words follow particular and specific words, the general words must not be confined to the particular or specific words used in the context.
2.7 When any number of days is prescribed in this Agreement, same shall be reckoned inclusively of the first and exclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the immediately following Business Day. In the event that the day for payment of any amount due in terms of this Agreement should fall on a day which is not a Business Day, then the relevant date for payment shall be the following Business Day.
2.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

## TERMS OF REFERENCE

3.1 The Company and the Department of Economic Development, Tourism and Environmental Affairs, Free State Province, South Africa ("DETEA") ("the Client") have entered into an agreement, dated Oct 5, 2011 (hereafter referred to as the "Main Agreement") under which the Company has agreed to perform for the Client certain services described in the Main Agreement ("the Project").
3.2 The Company wants to appoint Global to provide to or on behalf of the Company certain services defined in this Agreement ("Services").
3.3 The Parties agree that the scope of this Agreement is to
$\square$
regulate the performance of Global related to the Services
3.4 All Services performed by Global to the Company will be in accordance with the agreed terms of reference for the Project as contained in this Agreement unless both Parties in writing agree upon a revision.

### 5.2 Company Personnel:

5.2.1 The Company acknowledges that the provision of key Personnel by the Company, as specified in the Agreement and any SOWs, is critical to the Agreement. Such key Personnel will, to the Company's reasonable knowledge and belief:
5.2.1.1 Be able to perform their role as required for this Agreement, and will remain so for the duration of their involvement in the Services under this Agreement; and
5.2.1.2 Be available to render their components of the Services as described in this Agreement.
5.2.2 If, notwithstanding this obligation, any of the Company's key Personnel are unavailable at any time, the Company may provide a reasonable substitute, provided the Parties agree that such a substitute is suitable for the intended position.
5.2.3 If the Company is unable to provide a reasonable substitute member of Personnel, the Company is entitled to request Global to provide a person to fulfil the Company role. The provision of any substitute Personnel by Global, including the terms of such resource provision, and any related costs, are subject to prior agreement writing between the Parties. The Company acknowledges that the provision of additional or substitute key Personnel by Global is likely to result in additional costs and expenses, and would be subject to prior agreement between the Parties regarding timing and Personnel availability.
5.2.4 The Company shall at all times be responsible for the performance of its Personnel under this Agreement, although for the purposes of this clause, the Personnel of Global is excluded from this obligation of the Company.
5.2.5 Global shall not be liable to the Company for any delay or failure to render the Services either at all or in a timely manner, where such delay or failure is attributable to a breach by the Company resulting from non-fulfilment by the Company of its obligations under clause 5.2.

### 5.3 Global Personnel

5.3.1 Global acknowledges that the provision of key off-shore Personnel by Global, as specified in the Agreement and any SOWs, is critical to the Agreement. Such key Personnel will, to the reasonable knowledge and belief of Global:
5.3.1.1 Be able to perform their role as required for this Agreement, and will remain so for the duration of their involvement in the Services under this Agreement; and
5.3.1.2

Be available to render their components of the Services as described in this Agreement.
5.1.2 The Parties will each utilise such Personnel as is necessary to enable them to fulfil their respective obligations under this Agreement.
5.1.3 The Parties will ensure that the Personnel which they utilise pursuant to this Agreement have the requisite skills and experience for the role which each such person will be required to perform under this Agreement.
5.1.4 The Personnel of either Party may be unavailable for short periods of time for reasons including annual leave, internal meetings, and training. Each Party undertakes to minimise any disruption to the Services because of such circumstances.

Global shall utilise suitably qualified and trained off-shore Personnel to render the Services to the Company in terms of this Agreement.
5.3.3 Global shall be entitled, in consultation with the Company to allocate Personnel in accordance with the skills and knowledge required for the specific work to be performed, provided further that any exercise of such discretion shall not negatively impact upon the rendering of the Services by Global to the Company in terms of this Agreement.
5.3.4 Global acknowledges the need for the continuity of resources on the Project. Global may however
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substitute Personnel at its discretion and will give reasonable notice to the Company of such substitution of senior Personnel, and will provide reasonable replacement Personnel of equivalent ability. Accordingly, where it is necessary for Global Personnel to be reassigned or removed from the rendering of the Services, and replaced, Global shall, where reasonable in the particular circumstances, ensure that an appropriate handover to the replacement member(s) of Personnel is effected with minimal disruption to the Company.
5.4 Project Managers:
5.4.1 Each Party shall nominate a manager or equivalent senior resource responsible for the execution of the Project ("Project Manager"), by way of a written notice to the other Party, who shall:
respect of the 6 (six) month period prior to such member of Personnel leaving the employ of the Company. The Parties agree that the aforementioned damages are fair, based on the damage the Company is likely to suffer, and considering the difficulty in calculating the actual damages.
5.5.3 The Parties agree that if any Employee of a Party applies for a position at the other Party, not due to any solicitation of the Employee by that Party, such Party will notify the Party currently employing that individual of such an application (upon becoming aware of such application), before offering any position to that Employee, or entering into negotiations with that Employee aimed at resulting in the offering of a position.
5.5.4 The provisions of this clause 5.5 shall survive termination of the Agreement, and continue to bind the Parties.
5.4.1.1 Be available to consult with the Project Manager of the other Party on reasonable notice, on matters relating to the Project;
5.4.1.2 Engage with the other Party to ensure that day-to-day decisions and approvals with respect to the Project are made timeously;
5.4.1.3 Accept as a representative of the relevant Party any notices and correspondence from the other Party relating to the Project or the Agreement;
5.4.1.4 Ensure the execution of any administrative or compliance-related matters under the Agreement for that Party; and
5.4.1.5 Use commercially reasonable efforts to ensure the successful execution of the Project.
5.4.2 The Global Project Manager will also be the on-site representative for Global.
5.4.3 Either Party wishing to replace their Project Manager, shall do so by means of a written notice to the other Party. Personnel rendering Services under this Agreement, either during the term of the Agreement or for a period of six (6) months thereafter. The Company also agrees not to directly use the Personnel of Global as consultants, for the same period. Breach of this condition will render the Company liable to pay damages in an amount equal to 6 (six) month's salary of the relevant member of Personnel, provided that such damages shall be calculated in respect of the 6 (six) month period prior to such member of Personnel leaving the employ of Global. The Parties agree that the aforementioned damages are fair, based on the damage Global is likely to suffer, and considering the difficulty in calculating the actual damages.
5.5.2 Global also undertakes not to offer employment directly or indirectly to the Company's Personnel involved in the Services under this Agreement during the period of the term of the Agreement and for a period of 6 (six) months thereafter. Breach of this condition will render Global liable to pay damages in an amount equal to 6 (six) month's salary of the relevant member of Personnel, provided that such damages shall be calculated in
6.1.2.2 Global is responsible for ensuring that any obligations subcontractor(s) concerned.
6.1.3 Subcontracting for resources:
6.1.3.1 Global may, from time to time in its sole discretion, subcontract external companies to provide resources to Global, to enable Global to fulfil its obligations under this Agreement. For purposes of this Agreement, Personnel of such a subcontractor would be included in the Personnel of Global.
SUBCONTRACTING AND ASSIGNMENT

### 6.1 Subcontracting:

6.1.1 Global shall have the right to subcontract its obligations under this Agreement, provided that Global shall remain responsible to the Company for the fulfilment of obligations assumed in terms of this Agreement, under the following circumstances:
6.1.2 Subcontracting components of the Services:
6.1.2.1 Global may not subcontract any or all of the Services to be rendered under the Agreement on its behalf, without the prior written approval of the Company, without the prior written approval of the Company, delayed. Subcontractors listed in the Agreement, or in an SOW, will be deemed approved.

## which it subcontracts are fulfilled by any such

6.1.3.2 Global shall not be required to disclose the existence or terms of any other subcontract entered into in such instances, but shall take the Company's reasonable wishes into account in its choice of such subcontractors.
6.1.4 The appointment of a subcontractor to render any part of the Services contemplated in this Agreement shall in no way relieve Global of any of its obligations or liabilities in terms of this Agreement.
6.1.5 The Company may reasonably request Global to withdraw and/or replace any member of the Personnel of any such subcontractor on reasonable ethical or health and/or safety grounds. It is agreed between the Parties that if such an instruction results in delays to Global in the rendering of Services, such delays shall be excused.
6.1.6 Global hereby accepts liability for all acts and omissions of its subcontractors, relating to such subcontractors' failure to render their component of the Services in accordance with this Agreement. Global will ensure that each subcontractor is aware of the provisions of this
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Agreement relevant to that part of the Services which the subcontractor is to render.
6.1.7 Global shall also ensure that each subcontractor is aware of any other obligations of Global under the Agreement, which may be relevant to the Services being rendered by such subcontractors.
6.1.8 The Company may identify preferred subcontractors for consideration by Global, but Global is under no obligation to make use of such subcontractors.

### 6.2 Payment of subcontractors:

6.2.1 In accordance with clause 9.2, Global shall be responsible for invoicing the Company. Should Global make use of subcontractors in the rendering of the Services, Global shall remain responsible for invoicing the Company, which invoices shall include the amounts owed by the Company to the Global Personnel in terms of this Agreement, including amounts owed to Global for its subcontractors and for Personnel provided by subcontractors.
6.2.2 Global shall assume full responsibility for making payment to its subcontractors, and no subcontractor, who may be subcontracting to Global under this Agreement, will be entitled to seek payment directly from any Company party.
6.2.3 Global indemnifies the Company against any claim by a subcontractor to Global, arising from payment obligations between Global and the relevant subcontractor, provided that the Company gives prompt notice to Global of any such claim and Global controls the defence thereof.

### 6.3 Assignment and cession:

6.3.1 Neither Party shall be entitled to assign, cede, or otherwise transfer the benefit or burden of all or any part of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed or withheld.

## 7 ACCEPTANCE AND TESTING

7.1 "Acceptance" or "Accepted" or "Accept" means, in respect of any Service or Deliverable, confirmation in writing by the Company that the agreed Acceptance Testing criteria or agreed alternative acceptance formalities have been satisfied in respect of the Service or Deliverable;
7.2 "Acceptance Testing" means the agreed process of achieving Acceptance for a Service and/or Deliverable;
7.3 "Deliverable/Service Defect" means:
7.3.1 A deviation from the Specifications for a Deliverable or Service agreed to in writing between the Parties; and/or
7.3.2 Non-compliance of a Deliverable or Service with the standards agreed to in writing between the Parties for such Deliverable or Service; and/or
7.3.3 An error that materially impacts the Company's ability to use any specific component of a Deliverable; and/or
7.3.4 An error that materially reduces the effectiveness of a Service rendered; and/or
7.3.5 An error in a Deliverable or Service that materially negatively impacts the technical performance of the Company's systems; and/or
7.3.6 Non-compliance with the scope of work as agreed for a Deliverable or Service, but excluding errors which are minor or cosmetic in nature;
7.4 "Specifications" means the technical or descriptive specifications of functional, operational, performance or other characteristics required of a Service or Deliverable, as agreed between the Parties from time to time;
7.5 Acceptance constitutes an acknowledgment that the Agreement's requirements in respect of the tested Service and/or Deliverable have been satisfied as at the date of Acceptance.
7.6 Disputes related to Acceptance:
7.6.1 In the event that Global considers a Deliverable or Service ready to be accepted by the Client, and the Company unreasonably withholds or delays such Acceptance, Global shall be entitled to initiate a Dispute in terms of clause 18 of this Agreement.

| 8.1.2 | The Project Fees ("Fee Schedule") are set out in <br> annexure "D". | containing inter alia the Project Fees and Reimbursable <br> Expenses, in the format, and containing the particulars, <br> required by law. The Company agrees to provide any <br> information to Global which Global may reasonably |
| :---: | :---: | :---: | :---: |
| 8.2 | require in the preparation of such invoices. |  |

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the disputed portion(s) of any amount(s) payable until the dispute is resolved;
9.4.1.5 If the Company disputes, and withholds, an amount in excess of $50 \%$ (fifty percent) of the relevant invoice total, Global shall be entitled to suspend the rendering of the Services until the dispute is resolved and any amount payable to Global pursuant to the resolved dispute is paid;
9.4.1.6 Any suspension of Services as contemplated in the clause above or in clause 9.6 , shall be applied to all performance milestone and dates, such that all such milestones and dates shall be automatically extended by a period of time equal to the period of the aforementioned suspension; and
9.4.1.7 If the Parties are unable to resolve such a dispute, it shall be referred for determination in accordance with the provisions of clause 18.

### 9.5 Monthly Statements:

9.5.1 Upon reasonable request from the Company, Global will provide the Company with a monthly statement
("Statement") in the format, and containing the particulars, reasonably required by the Company, and the Company agrees to provide any information to Global which Global may reasonably require in the preparation of such Statements.
9.5.2 Such Statements will set out the amounts then properly due to it from the Company under this Agreement, and will contain relevant information to enable the Company to perform a reconciliation of invoices, credit notes (if applicable) and payments.
9.6 Overdue payments:
9.6.1 Global shall have the right to halt or terminate entirely its Services during any period in which any Project Fees or Reimbursable Expenses is overdue and undisputed for more than 30 (thirty) days but, despite written demand, remain unpaid by the Company.
9.7 The provisions of this clause 9 shall survive termination of this Agreement, and continue to bind the Parties.

## CONFIDENTIALITY

10.1 "Advisors" means the respective directors, officers, employees, agents, contractors, subcontractors and professional advisors of each Party.
10.2 "Confidential Information" means a Discloser's trade, commercial, financial and management secrets, as well as confidential and other proprietary information howsoever such Confidential Information may be disclosed or made available to the Recipient including, without limiting the aforegoing, whether direct or indirect, orally, visually or in electronic format or by reason of inspection of documentation or other matter on or at the Discloser's premises or elsewhere including, but not limited to:
10.2.1 Technologies, concepts, ideas, inventions, methods, methodologies, procedures, processes, systems, techniques, designs, formulations, models, templates or work papers;
10.2.2 Generalised features of the structure, sequence and organisation of software, user interfaces and screen
designs;
10.2.3 General purpose consulting and software tools, utilities and routines;
10.2.4 Logic, coherence know-how, and methods of management, operation or conducting business and strategy used or to be used;
10.2.5 Technical data, product or process specifications and all other technical, mechanical and computer information;
10.2.6 Financial, supply, exclusivity or other contractual arrangements between or detail about the Discloser, its suppliers, sources of material, clients and business associates;
10.2.7 Any material or information subject to copyright, trademark, patent or other form of intellectual property rights;
10.2.8 Any information that relates to past projects of the Parties; and
10.2.9 Any other matter that relates to the business of the Discloser in respect of which information is not readily available in the normal course of business and which may come to the knowledge of the Recipient.
10.3 "Discloser" means the Party disclosing or granting access to Confidential Information.
10.4 "Disclosure" means the transfer of Confidential Information from the Discloser to the Recipient or the acquisition of Confidential Information by the Recipient by any direct or indirect means including but not limited to the conveyance of Confidential Information by visual, oral, electronic or other means and "disclose" or "disclosed" has a corresponding meaning.
10.5 "Recipient" means the Party receiving Confidential Information or to whom Confidential Information is disclosed.
10.6 The Recipient hereby irrevocably agrees:
10.6.1 Not to divulge or disclose to any person whatsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information without the prior written consent of the Discloser;
10.6.2 Not to, directly or indirectly, detract from, expand on, amend, decompile, reverse engineer, use, exploit, permit the use of, or in any other manner whatsoever apply the Confidential Information for its benefit or the benefit of any other person or for any purpose whatsoever other than for the Project and otherwise than in accordance with the provisions of this Agreement;
10.6.3 To maintain in secrecy any and all Confidential Information of the Discloser which may be acquired by or disclosed to it;
10.6.4 In cases where the Recipient is uncertain as to the nature of any information (whether that information qualifies as Confidential Information in terms hereof or not), treat such information as Confidential Information in terms hereof until written notice to the contrary is received from the Discloser;
10.6.5 Take reasonable security measures, at least as great as the precautions it takes to protect its own confidential or proprietary information, to keep the Confidential Information confidential;
10.6.6 Immediately notify the Discloser upon discovery of any unauthorised use or Disclosure of the Confidential

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Information or any other breach of this clause 10, and will assist the Discloser in every reasonable way to at the option of the Discloser regain possession of the Confidential Information or prevent its further unauthorised use;
10.6.7 Immediately at the Discloser's reasonable request or in any event at the completion of the Project return all originals, copies, reproductions and summaries or extracts of the Confidential Information or at the Discloser's option destroy such originals, copies, reproductions and summaries or extracts of the Confidential Information and certify destruction thereof; and
10.6.8 That all Confidential Information is and shall remain the property of the Discloser and that Disclosure thereof in terms hereof does not grant to the Recipient any express or implied license to use such Confidential Information or right under any patent, copyright, trademark, or trade secret information other than under this Agreement or any SOW;
10.6.9 Not to directly or indirectly:
10.6.9.1 Do or purport to do anything or assist any other person in doing anything which may or could impair, prejudice or interfere with the Discloser's vested rights, title and interest in and pertaining to the Confidential Information;
10.6.9.2 Represent that it has any right, title or interest in and pertaining to the Discloser's Confidential Information; or
10.6.9.3 Disclose to any publishing or news media (including but not limited to newspapers, magazines, radio or television) any Confidential Information or any information of any nature whatsoever with regard to the products, services or activities of the Discloser, which the Discloser has not already made known to the public at large, without the prior written consent of the Discloser.
10.7 The agreements and undertakings in this clause 10 are given by each of the Parties on behalf of themselves and in respect of each of their Advisors and in favour of each other.
10.8 Each Party shall ensure that its Advisors comply with the terms of this clause 10 and shall be responsible for any breach of the terms of this clause 10 by its Advisors.
10.9 Each Party shall procure that each of its Advisors, to whom Confidential Information may be disclosed or who otherwise may obtain access to Confidential Information, execute undertakings in substantially the same form as this clause 10.
10.10 The Parties record and agree that the undertakings referenced in clause 10.9 shall be concluded between the Advisor and the employer of that Advisor.
10.11 The confidentiality obligations set out in this clause 10shall not apply to any Confidential Information which:
10.11.1 A Recipient can demonstrate was already in the public domain prior to its Disclosure or becomes available to the public through no breach by any of the Parties hereto;
10.11.2 Was rightfully in the Recipient's possession without obligation of confidence prior to receipt from the Discloser as proven by its written records;
10.11.3 Can be proved to have been rightfully received by a

Recipient from a third party without obligation of confidence;
10.11.4 Is independently developed by a Recipient as proven by its written records;
10.11.5 Is approved for release with the prior written consent of the Discloser; or
10.11.6 Is required to be disclosed in order to comply with a judicial order or decree, provided that the Recipient has given the Discloser sufficient prior written notice of such request to enable the Discloser to defend or protect such Disclosure.
10.12 The provisions of this clause 10 shall survive termination of this Agreement, and continue to bind the Parties.

11 INTELLECTUAL PROPERTY

### 11.1 Company and Global Intellectual Property:

11.1.1 Each Party has created, acquired or otherwise obtained rights in, and may, in connection with the Project, employ, provide, modify, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates; generalised features of the structure, sequence and organisation of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation systems (collectively known as the "Own Technology" of each Party)
11.1.2 To the extent that either Party utilises any of its property (including intellectual property and its Own Technology) in connection with the Project, such property shall remain the property of that Party. Except for cases where a licence is expressly granted in writing, the other Party shall acquire no right or interest in such property. Any improvements or enhancements to a Party's Own Technology resulting from a Project will remain the property of that Party.
11.1.3 Notwithstanding anything in this Agreement, each Party will exclusively own all right, title and interest, including but not limited to all rights under all copyright, patent and other intellectual property laws, in and to its Own Technology.
11.1.4 In the event of either Party requesting the use of the other Party's Own Technology, outside the scope of the Project, this would be subject to the Parties agreeing to a written licence agreement for such use.
11.1.5 Subject to this clause 11, each Party (referred to as the "Warranting Party" in this clause) warrants that no aspect of its Own Technology rightfully utilised by its Personnel and by the other Party in terms of this Agreement will infringe any patent, design, copyright, trade secret or other proprietary right of any third party ("Third Party Proprietary Rights"), and the Warranting Party shall, at its cost, defend the other Party against any claim that the Services infringe any such Third Party Proprietary Rights, provided that the other Party gives prompt notice to the Warranting Party of such claim, the Warranting Party controls the defence thereof and the other Party does not jeopardise the claim in any way.

### 11.2 Company Data:

11.2.1 "Company Data" means information of the Company
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including information relating to subsidiaries or associated companies of the Company and its business, provided by the Company to Global pursuant to Global rendering the Services.
11.2.2 Ownership in all the Company Data belonging to the Company whether under its control or not shall continue to vest in the Company, and Global shall not obtain any proprietary rights in such data. Any improvements or enhancements to the Company Data resulting from a Project will remain the property of the Company.
11.2.3 The Company Data in the possession of Global, or to which Global may have access during the currency of this Agreement, may not be used by Global for any purposes whatsoever other than as may be specifically required to enable Global to fulfil its obligations in terms of this Agreement.
and its SOWs;
12.1.6 Advise the other Party verbally and in writing as soon as it becomes aware of anything, which may hamper or delay either Party fulfilling its obligations in terms of this Agreement and its SOWs; and
12.1.7 Provide all decisions, management approvals and inputs reasonably requested by the other Party within a reasonable time of such Party requesting such decision or input.
12.2 Neither Party will be entitled to:
12.2.1 Interfere with or impede the contractual relationship between the other Party and its Personnel; or
12.2.2 Unilaterally make any changes to the Agreement or any part thereof.

### 12.3 Company obligations:

12.3.1 The Company shall cooperate with Global in the rendering by Global of the Services, including without limitation, providing Global with reasonable facilities and timely access to data, information and Personnel of the Company.
12.3.2 The Company will provide the Personnel required to enable Global to render the Services under this Agreement. Such Personnel will, to the Company's reasonable knowledge and belief, be fit for purpose, and will remain so for the duration of their involvement in the Project.
12.3.3 The Company shall be responsible for the reasonable accuracy and completeness of all requested materials, data and information provided to Global for purposes of the rendering by Global of the Services. Global shall be entitled to assume that all materials, data and information provided by the Company are both accurate and complete, unless agreed otherwise by the Parties in writing.
12.3.4 Global will, where reasonable, notify the Company of manifest errors in the materials, data and information provided, or in the event that Global considers the materials, data and information to be incomplete.
12.3.5 The Company will ensure that the Client provides Global with access to the Company's premises as reasonably required by Global to enable Global to fulfil its obligations under the Agreement. To the extent that such access is unreasonably denied or suspended by the Client, the Parties shall agree on reasonable additional cost and expenses incurred by Global as a result thereof. Without limiting the foregoing, the Company will, following a temporary denial or suspension of access, permit a resumption of access as soon as practicable.
12.1.2 Fully cooperate with the other Party to ensure timely progress and execution of the Agreement and its SOWs;
12.1.3 If, and to the extent, specified in the Agreement or in an SOW, hold meetings (including meetings relating to planning, review and issue resolution) as necessary and report to the other on a regular basis in order to keep the other fully informed of the progress of work required under the Agreement or in an SOW;
12.1.4 Fulfil its obligations and honour its responsibilities by the dates specified in the Agreement or in an SOW;
12.1.5 Promptly remedy any defect or deficiency in the fulfilment of its obligations in terms of this Agreement

To the extent that any of the Services are to be provided at the Client's site, the Company will ensure that the Client will provide Global with reasonable office facilities and office services to enable Global to fulfil its obligations under this Agreement.
12.3.7 The Company shall procure the cooperation with Global of any third parties involved in this Project, not under the control of Global. The Company shall further ensure that any party over which it has direct or indirect control performs its duties and functions as may be reasonably required by Global to enable Global to fulfil its obligations under this Agreement.
12.3.8 To the extent that the Services to be provided by Global
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requires the Company to procure specific computer hardware and/or specific computer software licenses, the Company must provide such hardware and software to Global timeously. To the extent that any delay in providing such hardware and/or software impacts the ability of Global to fulfil its obligations under this Agreement, Global will not be liable for delays in providing its Services, resulting from such delays by the Company. Any such delays as contemplated in the clause shall be applied to all performance milestone and dates, such that all such milestones and dates shall be automatically extended by a period of time equal to the period of the aforementioned delay.
12.3.9 If and to the extent that Global requires access to enable it to fulfil its obligations under this Agreement, Global will require the Company to timeously procure the right for Global and its Personnel to use any computer hardware owned by the Client, and its related system software licensed to the Client, and any other computer software licensed to the Client, provided that Global can prove to the Company that such access is critical to the fulfilment of Global's obligations under this Agreement. Such access may be limited to specific individual members of the Personnel of Global, or for specific functions/authorities, to the extent required to enable Global to fulfil its obligations under this Agreement.
12.3.10 The Company, through the Client, undertakes to facilitate through the relevant regulatory authorities all necessary approvals, licences and security clearances, provided that the delay in obtaining such should not be used as a grounds for termination of the contract, unless such delays directly or indirectly impact the ability of Global to fulfil its obligations or enforce its rights under this Agreement and are as a result of the Company's own delays or default. To the extent that any necessary approvals, licences and security clearances have not been obtained, and this impacts the ability of Global to fulfil its obligations under this Agreement, Global will not be liable for delays resulting from such.
12.3.11 The Company shall keep Global promptly informed of any proposals or developments in the Company's business relevant to the Services, to the extent that such proposals or developments have a reasonable impact on the Services under this Agreement or an SOW, and with due consideration to the confidentiality restrictions as described in clause 10.
12.3.12 The Company will advise Global, in writing, of any reasonable restrictions which it wishes to place on Global regarding electronic correspondence, data protection matters, and access to the Company's networks, for the Services to be rendered by Global under this Agreement, and Global shall comply with such restrictions.

### 12.4 Global obligations:

12.4.1 Global shall ensure that any party over which it has direct or indirect control, including but not limited to any subcontractor appointed to render the Services or any part thereof, performs its duties and functions as may be reasonably required by the Company to enable the Company to fulfil its obligations under this Agreement.
12.4.2 Global will ensure the Services comply with the standards and Service levels as specified in the Agreement and in any SOWs.
12.4.3 Global will comply with reasonable directions given by the Company in discharging its obligations under this

## Agreement.

12.4.4 Cooperation with other service providers and consultants of the Company:
12.4.4.1 Global acknowledges and agrees that the Company shall have the right to appoint, at its risk and cost, any third party service provider or third party consultant where this is necessary to ensure the integrated and efficient conduct of the operations of the Company, and in respect of quality assurance and Acceptance Testing.
12.4.4.2 Global shall cooperate with any such third party service provider or third party consultant appointed by the Company where this is necessary to ensure the integrated and efficient conduct of the operations of the Company, and in respect of quality assurance and Acceptance Testing. Without limiting the foregoing, Global shall provide such reasonable assistance to other service providers and consultants as the Company may request from time to time.

### 12.5 Company standards, policies and procedures:

12.5.1 Global will comply with all standards, policies and procedures of the Company and the Client, as agreed between the Parties, and as recorded in the Agreement or in an SOW.
12.5.2 If the Company wishes for Global to comply with updated or revised versions of such standards, policies and procedures, the Company will be required to provide such new versions to Global for review. Global shall not be obliged to comply with updated or revised versions of such standards, policies and procedures, until it has agreed to do so, such agreement not to be unreasonably withheld or delayed
12.5.3 It is specifically recorded that should the compliance with updated or revised versions of such standards, policies and procedures result in additional effort or compliance obligations to Global, this may result in a change of scope of the Agreement and/or the impacted SOWs.

## LIMITATION OF LIABILITY

13.1 The maximum liability ("Maximum Liability") for each Party for all claims arising out of the Services rendered in connection with the Agreement shall be determined as follows, subject to clause 13.7:
13.1.1 The total liability of Global is limited to the total fees paid by the Company to Global pursuant to this Agreement, as apportioned for Global's part in a consortium; and
13.1.2 The liability of the Company at any point in time is limited to the fees due and payable pursuant to this Agreement.
13.2 For the avoidance of doubt, the Maximum Liability shall always be exclusive of any fees payable/paid by the Company to Global in terms of, and the value of, any SOW, as defined in clause 22 .
13.3 The Maximum Liability is the aggregated liability for all claims from whatever source and however arising, whether in contract, delict or otherwise. Neither Party will be liable to the other Party or any cessionary or third party claiming through or on behalf of such Party for:
13.3.1 Any indirect, special, punitive or consequential damages arising out of or related to this Agreement; or
13.3.2 Any loss or damages beyond the Maximum Liability specified.
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13.4 Either Party will only accept any form of liability, limited as specified, if it is the subject of a final judgement in a court of law or by way of arbitration.
13.5 Any claims, however rising, must be commenced formally by service or court summons or process initiating arbitration proceedings within 2 (two) years after the Party bringing the claim becomes aware (or ought to reasonably have become aware) of the facts which give rise to the claim and, in any event regardless of the knowledge of the claimant, by no later than three years after the date of the alleged breach of contract, delict or other act or omission giving rise to a cause of action. This expressly overrides any statutory provision which otherwise apply.
13.6 Without derogating from the generality of clause 13.1:
13.6.1 The Company indemnifies Global against any loss, damages, costs or expenses directly or indirectly incurred by Global as a result of inaccurate or incomplete information supplied by, or misrepresentations, fraudulent acts or wilful Default on the part of the Company, the Company's Personnel, or any third party under the control of the Company.
13.6.2 Global indemnifies the Company against any loss, damages, costs or expenses directly or indirectly incurred by the Company as a result of misrepresentation, fraudulent acts or wilful default on the part of Global, the Personnel of Global, or any third party under the control of Global.
13.7 The following are expressly excluded from the limitation of liability, but are subject to the other terms of this clause 13:
13.7.1 Direct proven damages resulting from a breach of either Party's Confidential Information; and
13.7.2 Direct proven damages resulting to a Party from a breach by the other Party of the terms of clause 9 (Intellectual Property); and
13.7.3 The indemnities listed in clauses 13.6, 14.7, 14.8 and Error! Reference source not found.
13.8 If any loss or damage arising out of or in connection with this Agreement is caused partly by the fault of one Party, and partly by the fault of the other Party, the damages recoverable shall be reduced to such an extent as may be just and equitable, having regard to the degree in which each Party was at fault in relation to the damage as if the provisions of the Apportionment of Damages Act of 1956, as amended from time to time, were applicable to a claim for breach of this Agreement.
13.9 The provisions of this clause 13 shall survive termination of this Agreement, and continue to bind the Parties.

## 14 DISCLAIMER

14.1 It is understood and agreed that the Services may include advice and recommendations provided by Global, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Company.
14.2 Deliverables are supplied on the basis that they are for the sole internal use of the Company and the Client and for the exclusive purpose set out therein. Global shall not be liable for any loss, damages, costs or expenses directly or indirectly incurred by any party other than the Company and the Client, as stated above, who may rely upon the Deliverables for whatsoever reason.
14.3 Any advice, recommendation, report, certificate, schedule or other Deliverable arising from or in connection with the Services under this Agreement will be for the sole use of
the Company and the Client. No person other than the Company or the Client shall be entitled to make use of any Deliverable, unless this has been agreed in writing between the Parties, in advance, and subject to terms agreed between the Parties.
14.4 Any such advice, recommendation, report, certificate, schedule or other Deliverable is based on the particular facts and circumstances of the Client at a particular point in time. Consequently, such advice, recommendation, report, certificate, schedule or other Deliverable may well not be relevant to another party or at a different time and under different circumstances. Global does not warrant or guarantee that there will be no change to relevant facts and circumstances in the future or that future events or outcomes will (or will not) transpire.
14.5 Copies of Deliverables may be made available to the Company's advisors provided that they are to be used by the advisors solely for the purposes stated in such advice, report, certificate, schedule or other Deliverable, and provided that the advisors are made aware of this clause 14.
14.6 With the exception of clause 14.5, copies of Deliverables, in whole or in part, may not be made available to any other party without the prior express written consent of Global, which consent may be given or withheld at its absolute discretion, and which may be subject to terms and conditions which Global in its sole discretion may determine.
14.7 The Company indemnifies Global against any claim by any third party arising from a copy of any report, certificate, schedule or other Deliverable which the third party received from the Company, its Personnel, or its advisors.
14.8 In the event of the Company not being the final consumer of the Services under this Agreement (the "Consumer"), the client indemnifies Global against any claims by the Consumer.
14.9 The Company or the Client may not transfer, in whole or in part, its rights in the Deliverables without the prior written consent of Global, which consent may be given or withheld at its absolute discretion, and which may be subject to terms and conditions which Global in its sole discretion may determine.
14.10 The provisions of this clause 14 shall survive termination of this Agreement, and continue to bind the Parties.

## FORCE MAJEURE

15.1 With the exception of obligations relating to payments, confidentiality and intellectual property, no Party shall have any responsibility for late delivery or for failure to deliver due to any cause reasonably beyond their control, particularly in the case of Force Majeure, defined in clause 15.2 below.
15.2 "Force Majeure" means any and all acts or events which are neither controllable or predictable and therefore independent of the will of any Party or of its subcontractors, including but not limited to war, declared or not, riot, revolution, strikes or other industrial actions, machinery damage or breakdown, earthquake, tidal wave, essential supply difficulties and irremediable nonperformance by a third party.
15.3 In the case of any Force Majeure:
15.3.1 The affected Party shall immediately notify the other Party of the existence of such Force Majeure, and shall
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provide in writing an estimate (updated from time to time) of when the relevant circumstances are expected to cease;
15.3.2 The affected Party shall take all reasonable steps by lawful means to resume fulfilment of its obligations under this Agreement as soon as is reasonably possible, and shall discuss with the other Party ways and means to overcome such conditions;
15.3.3 The affected Party shall not in any event be entitled to additional or extra compensation by reason of the Force Majeure event, and the affected Party shall not be liable for any costs or damages, penalties or inconvenience suffered by the other Party;
15.3.4 No such affected Party shall be obliged to fulfil its obligations in terms of this Agreement, to the extent that it is prevented from doing so during the duration of such Force Majeure, with the exception of payment obligations where the Company shall remunerate Global for Services rendered; and
15.3.5 The Parties shall endeavour to meet at least once every week from the date of the notice referred to in 15.3.1 to determine the estimated duration of the Force Majeure.
15.4 Should either Party be unable to fulfil a material part of its obligations under this Agreement for a period in excess of 1 (one) continuous calendar month due to a Force Majeure condition, as calculated from the date of the notice referred to in clause 15.3 above, then the other Party shall have the right to terminate this Agreement forthwith by written notice.

## TERMINATION

16.1 In the event of the Agreement or any part of the Services being terminated for whatsoever reason, the Company shall make payment of any amounts due and payable by it to Global in terms of this Agreement within 30 (thirty) days of such termination. The termination of the Agreement or any part of the Services will not prejudice the rights of any Party to claim damages, or to obtain any other relief in respect of any antecedent breach of the terms of this Agreement prior to such termination. This clause is severable from the rest of the provisions of this Agreement, and shall survive termination of this Agreement, and continue to bind the Parties.

### 16.2 Termination due to auditor independence constraints:

16.2.1 Global may immediately terminate this Agreement or any impacted part of the Services if the circumstances in clause Error! Reference source not found. of this Agreement should occur.

### 16.3 Termination due to regulatory changes:

16.3.1 Either Party may terminate this Agreement or any impacted part of the Services if regulatory changes occur which would render it impossible for the Services (or such relevant part thereof) to continue without transgressing the changed regulations.

### 16.4 Termination for Convenience:

16.4.1 The Company may terminate this Agreement (and the Services) upon 1 (One) months prior written notice to

Global, provided that the Company shall pay to Global in lieu of notice, all amounts that Global would reasonably have been entitled to under the Agreement during the one-month period after the notice of termination.
16.4.2 Global may terminate this Agreement (and the Services) by providing 1 (One) months prior written notice to the Company to this effect.
16.5 Termination by Global for Company non-payment:
16.5.1 Global may terminate the Agreement, or any part thereof, if the Company has failed, refused and/or neglected to make payment of any undisputed fees within the agreed payment period.
16.5.2 Such termination shall not relieve the Company of its obligation to pay the outstanding undisputed fees, and Global shall, in accordance with clause 9.3.3, be entitled to charge interest on such outstanding amounts.
16.6 Expiry and Extension of the Agreement as a whole:
16.6.1 It is acknowledged that certain portions of the Services under this Agreement may expire before others, but that the terms of this Agreement shall remain in effect while there are still any Services to be delivered under this Agreement, including Services as described in an SOW, unless agreed otherwise between the Parties and recorded in writing.
16.6.2 In the absence of an agreement to the contrary between the Parties, as per the terms of this Agreement, or as described in writing and signed by both Parties, this Agreement will expire automatically upon completion of all Services to be rendered under the Agreement and under all SOWs signed under this Agreement. Neither Party will be required to provide notice to the other Party regarding such expiration of the Agreement, and neither Party shall incur any liability or penalty or duty as a result of such expiration.
16.7 General terms applicable to termination and expiry:
16.7.1 In the event of either Party wanting to terminate this Agreement, or any part thereof, for reasons other than those described above, such termination, and the terms thereof, will be subject to agreement between the Parties, to be recorded in writing.
16.7.2 Should the Company require Global to assist with knowledge transfer in order to ensure an orderly handover to the Company or to a third party, such Services would be rendered under a SOW, and the terms of such assistance are subject to written agreement between the Parties.
16.7.3 Termination of the Agreement will imply termination of all SOWs under the Agreement.

17 BREACH
17.1 Should either Party to the Agreement commit a material breach of any of the provisions of the Agreement including without limitation a breach of any warranty given in terms of this Agreement or any representation being incorrect ("the Defaulting Party") and fail to remedy such breach within 14 calendar days of written demand from the other Party (the "Aggrieved Party") or such longer period as may be reasonable in the circumstances, then the Aggrieved Party may, in addition to any other rights and
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remedies that it may have, including the right to recover damages:
17.1.1 Without notice to the Defaulting Party, to bring an application in any court of competent jurisdiction, whether on an urgent basis or not, for the granting of an interdict against the Defaulting Party to prevent any further breach of the terms of the Agreement; and/or
17.1.2 Terminate any part of or all of the Agreement or the Services to which such breach relates, such termination to be effective immediately upon receipt by the Defaulting Party of written notice to that effect.
17.2 Notwithstanding anything to the contrary contained in this Agreement, a Party shall have the right to immediately terminate the Agreement if the other Party:
17.2.1 Is placed in provisional or final liquidation, whether compulsory or voluntarily; and/or
17.2.2 Allows any judgement granted against it to remain unsatisfied for a period of 10 (ten) days after such judgement comes to the attention of that Party save for that Party instituting appeal proceedings; and/or
17.2.3 On or after the Effective Date commits any act or omission which would render it liable to be liquidated; and/or
17.2.4 On or after the Effective Date admits in writing that it is unable to pay its debts timeously or at all; and/or
17.2.5 Becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; and/or
17.2.6 Makes an assignment for the benefit of all or substantially all of its creditors; and/or
17.2.7 Enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.
17.3 The provisions of this clause 17 shall survive termination of this Agreement, and continue to bind the Parties.

## 18 DISPUTE RESOLUTION

18.1 The Parties agree to use reasonable efforts to resolve by good faith negotiations any disputes or differences that arises between them under or in connection with this Agreement, or an SOW, through their respective Project Managers. Neither Party will resort to legal or arbitration proceedings, or terminate this Agreement, until the following process has been exhausted, except if it is necessary to seek urgent interim relief.
18.2 If any dispute, disagreement, difference or claim under or in connection with this Agreement, or in terms of any SOW, and/or in respect of the existence, validity and/or termination thereof, and whether in contract, delict or otherwise, arises between the Parties, including a breach or an alleged breach under this Agreement, or under an SOW, (called hereafter the "Dispute"), which either Party believes is unable to be resolved at an operational level (between their respective Project Managers), or which is sufficiently serious that it cannot be resolved at the operational level, either Party will in writing notify the other of the Dispute, providing the details of the Dispute. Management representatives of each of the Parties will then endeavour in good faith to agree upon a resolution through negotiation.
18.3 The Dispute shall first be referred to the respective Project directors of each Party, who will use their best endeavours
to resolve the Dispute within 7 (seven) days of the Dispute having been referred to them, or such other time frame agreed between the Parties.
18.4 Should the Project directors of the Parties be unable to resolve the Dispute in accordance with the foregoing, the Dispute shall be escalated to the respective managing directors (or equivalent officers) of the Parties, who will use their best endeavours to resolve the Dispute within 21 (twenty one) days of the Dispute having been referred to them, or such other time frame agreed between the Parties.
18.5 Should the respective managing directors of the Parties be unable to resolve the Dispute in accordance with the foregoing, the Dispute, if arbitrable in law, shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa or its successor in title ("AFSA") by an arbitrator or arbitrators appointed by AFSA.
18.6 The place of arbitration shall be Johannesburg, Sandton or Pretoria, and English shall be the language of arbitration, being the language of the Agreement and the correspondence between the Parties. The arbitral award shall be issued in English. The Parties agree that arbitration proceedings are to be held in camera and shall be confidential, and only the Parties and/or their legal representatives, and limited senior representatives, shall be present.
18.7 It is the intention of the Parties that the arbitration shall, where possible, be held and concluded within 20 (twenty) working days after it has been initiated. The Parties shall use their best endeavours to procure the expeditious completion of the arbitration process.
18.8 The Parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential, unless otherwise contemplated herein or as is needed to enforce rights in a court of law.
18.9 The arbitrator shall have the fullest and freest discretion with regard to the proceedings, save that he shall be obliged to give his award in writing, fully supported by reasons, and shall make such order as to costs as he deems just. Any costs order awarded by the arbitrator shall be on a scale as between attorney and client.
18.10 The arbitrator shall have the power to give default judgment if either Party fails to make submissions on due date and/or fails to appear at the arbitration, or fails to pay its contribution towards the costs of the arbitration.
18.11 Subject to the finalisation of any review or appeal proceedings permitted under the rules of AFSA, the decision or award resulting from the arbitration shall be final and binding, and may be made an order of any court of competent jurisdiction at the instance of either Party to the Dispute. With effect from the date of the arbitral award or, in case of the settlement of any Dispute, with effect from the date of any such settlement, neither Party shall have any further right and/or claim (including, without limitation, any right pursuant to a subrogation) against the other Party in connection with or relating to the Dispute in question.
18.12 Notwithstanding the foregoing, nothing in this clause 18 shall be construed as precluding either Party from applying to court for a temporary interdict or other relief of an urgent nature, pending the decision of the award of the arbitrator in terms of this clause 18, provided the terms of this clause 18 have been materially complied with by the Party seeking such relief, and further providing such Party has been attempting to resolve the dispute in good faith before
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seeking such relief.
18.13 The provisions of this clause 18 shall survive termination of this Agreement, and continue to bind the Parties.

## 19 GLOBAL WARRANTIES

19.1 Global warrants that it shall, at all times:
19.1.1 Possess and have the knowledge, skills and expertise, necessary to enable it to render the Services in terms of this Agreement; and
19.1.2 Use and adopt professional techniques and standards and render the Services with due care, skill and diligence.
19.2 Global gives no warranty whatsoever as to any third party's software, hardware or other products, including its suitability for the Client's requirements, functionality and performance and shall not be responsible for any defects of whatsoever nature in any third party's software, hardware or other products.
19.3 Global warrants that for a period of 6 (six) months after the Acceptance of any Deliverable or Service, the Deliverable or Service will be free of material Deliverable/Service Defects. Global shall promptly rectify any Deliverable/Service Defect in a Deliverable or Service at no additional charge to the Company if it the Company notifies Global in writing of the Deliverable/Service Defect during this warranty period.
19.4 Global shall only be held responsible for remedying errors or defects which are within its reasonable control to remedy, and provided that such errors or defects are within the agreed scope of Services under this Agreement.
19.5 Except as expressly provided in this Agreement, Global disclaims all warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

## 20 ENTIRE CONTRACT, VALIDITY AND DURATION

20.1 The Agreement, together with all SOWs, constitutes the entire agreement between Global and the Company as to their respective subject matters, and supersedes all other oral and written representations, understandings or agreements between them as to their respective subject matters. Where there is a conflict between the terms of agreement contained in this Agreement (or an SOW) and any prior written proposals, quotations or submissions provided by Global to the Company regarding the Services under this Agreement, this Agreement (or the SOW) will take preference.
20.2 Should either Party wish to make any change to the body of this Agreement, including the annexures and/or the schedules, or to an SOW, such change shall only take effect once reduced to writing and signed by both Parties. This same restriction applies to the waiving of this requirement, which cannot be overridden verbally or by action implying intention.
20.3 Notwithstanding the signature date, this Agreement shall be regarded as commencing on the Effective Date and shall, unless terminated earlier in terms of this Agreement, automatically terminate once the Services under this Agreement have been rendered by Global and all monies related thereto have been paid over by the Company to Global, unless a further agreement, replacing and superseding this Agreement, is concluded in writing

## between the Parties.

20.4 All obligations created in this Agreement shall survive change or termination of the business relationship between the Parties, unless such obligations have been expressly terminated in writing by both Parties.
21.1 Each undertaking in this Agreement shall be deemed to be and shall be construed as an undertaking separate and severable from every other undertaking given in terms of this Agreement.
21.2 No undertaking shall be limited or restricted by reference to or inference from any other separate acknowledgement and undertaking.
21.3 If any provision or undertaking in this Agreement is or becomes illegal, invalid or unenforceable, such provision shall be divisible and be regarded as pro non scripto, the remainder of this Agreement to be regarded as valid and binding.

## STATEMENTS OF WORK

22.1 Any new or additional services to be rendered by Global to the Company outside of the scope of this Agreement ("SOW Services") shall be detailed in a statement of work document ("SOW"), signed by both Parties.
22.2 The SOW shall define the following:
22.2.1 The type of Services to be provided;
22.2.2 The scope of the new or additional products, Deliverables and/or Services;
22.2.3 The approach to be followed;
22.2.4 The location(s) at which the Services are to be rendered;
22.2.5 The timeline, milestones and key Deliverables;
22.2.6 Terms related to the provision of hardware and/or software under the SOW, including any terms related to licensing;
22.2.7 Special invoicing terms;
22.2.8 If required, any special limitations of the liability of the Parties under such SOW.
22.3 All provisions of this Agreement which are not expressly changed or excluded in an SOW or which do not conflict with any provision of an SOW, shall continue to bind the Parties in respect of the SOW Services.
22.4 Unless stated otherwise in an SOW, each SOW, as read together with this Agreement, shall form the sole basis of the agreement between the Parties as to its subject matter. Where there is a conflict between the terms of this Agreement and the terms of an SOW, the SOW will take preference.
22.5 Where there is a conflict between the terms contained in an SOW, and the Proposal submitted in terms of that SOW, the SOW will take preference.
22.6 Unless agreed otherwise between the Parties, any amendments to this Agreement, in terms of clause 20.2, shall apply to current SOWs at the time of such amendments.
22.7 The liability of the Parties under each SOW shall be separate from the liability of the Parties under the rest of the Agreement, and shall not be taken into account for purposes of determining the Maximum Liability of the Parties as stipulated in Clause 13.1. Unless otherwise
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agreed between the Parties, each Party's total liability for damages for any claim arising out of an individual SOW shall be limited to the total fees payable for that SOW, subject to the terms of clause 13.

## 23 GOVERNING LAW

23.1 The Agreement is governed by South African law, without giving effect to any conflict of laws.
23.2 Subject to clause 18, this Agreement will be subject to the jurisdiction of the Courts of the Republic of South Africa.

24 EXCLUSIVITY
24.1 The Company acknowledges that Global may already have provided the same or similar services to other parties and that Global may have agreements similar to this Agreement with other parties.
24.2 Where Global is aware of the same or similar services being rendered by Global to other parties, or agreements similar to this Agreement existing between Global and other parties, safeguards will be implemented by Global to protect the interests of the Company. Global undertakes to protect the Confidential Information of the Company as recorded in this Agreement.
24.3 Nothing in this Agreement shall be construed as creating an exclusive relationship between Global and the Company, or as precluding or limiting in any way the right of Global to render consulting or other services of any kind or nature whatsoever to any person or entity as Global, in its sole discretion, deems appropriate.

## GENERAL

25.1 Notwithstanding the provisions of clause 10 above, unless the Company expressly and in writing forbids such disclosure, Global shall have the right to use the name of the Company and a broad description of the Project, as a reference in proposals or similar submissions which it make to prospective clients.
25.2 Either Party desiring to issue a news release, advertisement or other form of publicity concerning efforts in connection with this Agreement shall obtain the written consent of the other Party prior to the release of such publicity, which consent will not be unreasonably delayed or withheld.
25.3 The relationship between the Parties shall be one of the utmost good faith and each Party undertakes to observe the utmost good faith towards the other, and to act reasonably with respect to matters that relate to the Agreement.
25.4 This Agreement, or any SOW, may be executed in counterparts, each of which together constitutes a single agreement between the Parties thereto, but shall not be effective until each Party has executed at least one counterpart. Each such counterpart shall be deemed to be an original thereof, but all the counterparts shall together constitute the same instrument.
25.5 No latitude, extension or other indulgence which may be given or allowed by any Party ("the Grantor") to any other Party in respect of any obligation under the Agreement shall under any circumstances operate as a waiver or novation of, or otherwise affect, any of the Grantor's rights in terms hereof or arising herefrom, or preclude the

Grantor from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
25.6 The Parties agree that the rule of construction that the Agreement or any SOW shall be interpreted against the Party responsible for the drafting of the Agreement, shall not apply.
25.7 The Parties shall each pay their own costs of negotiating, drafting, preparing and implementing this Agreement.

## 26 REPRESENTATION

26.1 Global represents and warrants that it has the required power and necessary authority to enter into this Agreement and to consummate the transaction contemplated herein. The Global Representative, as defined in annexure A, warrants that s/he has the necessary authority to represent Global and to sign this Agreement on behalf of Global.
26.2 The Company represents and warrants that it has the required power and necessary authority to enter into this Agreement and to consummate the transaction contemplated herein. The Company Representative, as defined in annexure A, warrants that s/he has the necessary authority to represent the Company and to sign this Agreement on behalf of the Company.

## 27 DOMICILIUM CITANDI ET EXECUTANDI

27.1 The Parties select as their respective domicilia citandi et executandi, and for the purposes of giving or sending any notice provided for or required in terms of this Agreement, the addresses as described in annexure A, or such other address or telefax number as may be substituted by notice given as herein required.
27.2 Any notice addressed to a Party at its physical or postal address shall be sent by prepaid registered post, or delivered by hand, or sent by telefax.
27.3 Any notice shall be deemed to have been given:
27.3.1 If posted by prepaid registered post, 7 (seven) days after the date of posting thereof;
27.3.2 If hand delivered, on the day of delivery; or
27.3.3 If sent by telefax, on the date and time of sending of such telefax, as evidenced by a fax confirmation printout.
27.4 Global and the Company may communicate with each other by electronic means; provided that electronic communication will not be acceptable for formal notices required to be given under this Agreement. Such communication is acceptable as a signed written notice to the extent permissible under any applicable law.
27.5 The provisions of this clause 27 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force.

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## ANNEXURE A - REPRESENTATION AND DOMICILIA

Global Addresses:

| Physical Address: | M03 Mamzar Lagoons Building, AI-Mamzar |
| :--- | :--- |
| Postal Address: | P.O.Box 90329 <br> For attention: Consulting QRM Department |
| Telefax Number: | +97142965576 <br> For attention: Consulting QRM Department |
| E-Mail Address: |  |

Global Representative:

| Name: | Mr. Sanjay |
| :--- | :--- |
| Position: | Project Director |
| Contact Details: | +971502877423 |

Nulane Addresses:

| Physical Address: | $1^{\text {st }}$ Floor, East Wing, 11 Alice Lane, Sandton 2196 <br> For attention: Mr. Dinesh Patel |
| :--- | :--- |
| Postal Address: | $1^{\text {st }}$ Floor, East Wing, 11 Alice Lane, Sandton 2196 <br> For attention: Mr. Dinesh Patel |
| Telefax Number: | 0867331628 <br> For attention: Mr. Dinesh patel |
| E-Mail Address: | projects@nulanesa.co.za |

## Company Representative:

| Name: | Mr. Dinesh Patel |
| :--- | :--- |
| Position: | Projects Director |
| Contact Details: | 0117848618 |


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## ANNEXURE B - GLOBAL CORPORATION BANKING

| Name of bank: | National Bank of Abu Dhabi |
| :--- | :--- |
| Bank Address: | P.O.Box 45493, Sharjah, UAE |
| Currency of Account: | United States Dollars |
| Account holder: | Global Corporation LLC |
| Account number: | 6202119780 |
| SWIFT code: | NBADAEAASHA |

Any changes to the above banking details of Global will be advised by Global to the Company in writing. In the event of the Company receiving what appears to be an instruction from Global amending the Global 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 Global Project Director.


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## ANNEXURE C - BACKGROUND TO THE PROJECT

This annexure describes the background to the Project, as contemplated in clause Error! Reference source not found. of this Agreement, but is included in this Agreement for information purposes only, and does not form part of this Agreement or confer obligations on either Party.

## Mission Statement

South Africa's rich and textured history, inform and guide the City for Tomorrow to be a community that meets the vital human needs of the present, while prepared to meet the needs of the future through balanced ecological, economic, and community systems.
The City for Tomorrow is a safe, healthy, and viable community for human interaction, education, employment, recreation, housing, commerce, and cultural development.

## Guiding Principles:

The Free State Province desires the preparation and commissioning of a Master Plan and the schematic design for the City of Tomorrow. The high-level deliverables for the Project are listed below:

- Create a New Dynamic 'Global City'
- Create a Green City (COP 17 - Climate Change Conference)
- Create a Healthy \& Vibrant Community
- Create New Central Focus of the Province
- Improve Accessibility to City Services
- Provide Primary Residential Opportunity to Government Sector Employees
- Provide Affordable \& Diverse Housing Options
- Provide Transit-Oriented Development
- Provide Housing Close to Employment Sectors
- Provide Jobs for 15-35 Years Age Group
- Improve Employment Opportunities to Appeal to College Educated and Others Making up "Brain Trust"
- Integrate Science and Technology Research \& Development Hub for Education and Employment
- Utilize \& Expand Upon Existing Rail and Power Infrastructure


## Sustainability Vision

- Create a robust framework for a sustainable community;
- Maximize the use of microclimatic effects to enhance external thermal comfort;
- Deliver high quality public realm areas;
- Maximize energy efficiency and reduce carbon emissions across the site;
- Reduce car use and provide low emission and mass transportation options;
- Maximize water efficiency, reduce water consumption, and maximize water recycling;
- Promote sustainable waste management; and
- Establish procurement policies that specify products and materials with high sustainability performance.


## Key Sustainability Themes

- Urban and Community Form;
- Energy;
- Water;
- Transportation and Mobility;
- Ecology and Landscape; and
- Material and Waste

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## ANNEXURE 'D’ - PROJECT FEES \& PAYMENT SCHEDULE

## PROJECT FEES

The Total Contract Value is US\$10million (US Dollars Ten million only).

## PAYMENT SCHEDULE

Invoices for fees and expenses are presented monthly during the Project in accordance with a payment schedule to be agreed between the Parties.

The Project Cost will be paid by the Company to Global without deduction or set-off as follows:

1. Five (5) equal monthly instalments payable by the Company to Global in advance every month, commencing with the first payment within seven (7) days after the Company issues Global with a written "Notice to Proceed" and thereafter within seven (7) days upon delivery of each monthly milestone succedding the month in which the commencement date occurs
2. The sixth and final payment will be paid in arrears sixty (60) days after global has presented its final deliverable to the Company and both parties have signed off on the Project as presented and delivered by Global.

Each instalment of the Project cost will be paid by the Company by Electronic Funds transfer into such Bank account as Global may notify in


## ANNEXURE "E" - FORM OF STATEMENT OF WORK (SOW)

Day Work Stream 1 Scope \& Deliverables

0 Visioning Workshop
Regional Analysis
Site Selection
Opportunerties and Constraints
Conceptual Master Plan Alternatives
30 Workshop 2 - Preferred Concept / Site Selection Preferred Master Plan
Preferred Land Use Plan
Open Space and Landscape Plan Concept
Circulation and Transportation Plan
Preliminary Character Images
Preliminary Market Study Analysis
Preliminary Transportation Strategies and Alternatives
Preferred Conceptual Plan
60 Workshop 3 - Conceptual Plan Presentation
Preferred Conceptual Plan Statistical Land Use Summary
Preferred Land Use Diagram
Preliminary Open Space and Amenities Diagram
Preliminary Circulation Diagram
Draft Concept Master Plan Resort
Draft Concept Master Plan Presentation
Final Concept Master Plan
90 Concept Master Plan Presentation
Final Master Plan Report Production
Site Analysis
Road Hierarchy and Accessibility
Street Sections
Land Use Plan and Statistical Summary
Illustrative Plan
Concept Landscape Design
Phasing Diagram
Preliminary Infrastructure Utilities
Preliminary Security Diagram
Preliminary Branding Concepts and Strategy
Electronic Massing Model
Artist Renderings
Conceptual Development Design
Character Images
Phase 1 Strategic Land Use Plan
Phase 1 Alternative Plans
Develop Site Character Images

120 Workshop 4 - Preferred Site Plan and Presentation
Draft Circulation and Transport System
Draft Site Design of Government Centre
Draft Site Design of Community Facilities and Amenities
Draft Site Design of Plaza/Parks/Public Realm
Draft Site Design of Streetscapes/Sections

## Work Stream 2 Scope and Deliverables

## Workshop 1

Site Visit
Programming Workshop
Development of Finalized Programme Brief
Preliminary Design Alternatives
Workshop 2 - On Site Project Envisioning
Development of Refined Concept Alternatives Development of Preferred Alternatives
Development Design Documentation \& Report

Workshop 3 - Concept Design Presentation
Begin Schematic Design Work

Site Plans
Floor Plans
Building Elevations
Building Sections
Enlarged Floor Plans
Reflected Ceiling Plans
Exterior Detailing
Interior Detailing
Door and Window Schedules
Mechanical Piping Plans
Mechanical HVAC Plans
Mechanical Equipment Schedules
Electrical Power Plans
Electrical Lighting Plans
Telecommunication Plans
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Irrigation Plans
Planting Schedules

Schematic Level Performance Specifications

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$$

## SIGNATURES

THUS DONE AND SIGNED at $\qquad$ by Global on this the $\qquad$ day of $\qquad$ .


AS WITNESSES:
1.

2. $\qquad$

## SUBCONTRACTING AGREEMENT

## GLOBAL CORPORATION LLC

(hereafter referred to as "GLOBAL"),

(individually or collectively, as the context may require, these parties shall be referred to as "a Party" or "the Parties".)


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## 1 DEFINITIONS

n this Agreement, unless the context clearly indicates a contrary intention, the following expressions and words have the meaning assigned to them below and derivative expressions and words will have a corresponding meaning:
1.1 "the/this Agreement" means this agreement together with the annexures and SOWs hereto, as well as all amendments to any of these components executed by the Parties in accordance with clause 20.2;
1.2 "Business Day" means any day other than a Saturday, Sunday or official Public holiday in the Republic of South Africa;
1.3 "Contract Value" is the value of this Agreement as specified in annexure E;
1.4 "Default" means any failure by either Party to fulfil its obligations in terms of this Agreement;
1.5 "Deliverable" refers to anything tangible delivered pursuant to the Services under this Agreement;
1.6 "the Effective Date" means Nov 01, 2011 notwithstanding the signature date;
1.7 "Personnel" of a Party includes employees, directors, agents, consultants, contractors, subcontractors, professional advisers, or other representatives of the Party, while "Employees" of a Party is limited to employees (whether permanent or fixed-term) and directors of the Party;
1.8 "Project" means the project to be undertaken by Global in terms of and consequent upon the conclusion of this Agreement, and which shall include any services rendered under a SOW under this Agreement;
1.9 "Proposal" means the document which Global provided to the Company who in turn forwarded the same to the Client, which resulted in this Agreement being concluded
1.10 "RSA" means the Republic of South Africa;
1.11 "SA Labour Relations Act" means the South African Labour Relations Act 66 of 1995, as amended;
1.12 "SA Companies Act" means the South African Companies' Act 71 of 2008, as amended;
1.13 "SA VAT Act" means the South African Value-Added Tax Act 89 of 1991, as amended;
1.14 "Services" means the services to be rendered by Global to the Client through the Company under this Agreement which could include the production and delivery of Deliverables, as detailed in annexure D,
1.15 "Tax Invoice" means a document prepared in accordance with section 20 of the SA VAT Act;
1.16 "VAT" means value-added tax; and
1.17 "ZAR" means the South African Rand currency

## 2 INTERPRETATION

2.1 References to this Agreement shall include the schedules and annexures to this Agreement, as well as any SOWs under this Agreement.
2.2 The table of contents, and the headings to the clauses in this Agreement are for convenient reference purposes only, shall not be used in the interpretation of this Agreement, and shall not limit or extend the language of
the clauses to which they refer
2.3 Words and phrases defined in this Agreement shall also apply in the interpretation of the same words and phrases in annexures or schedules to this Agreement, save where specifically indicated to the contrary in such annexures or schedules.
2.4 Unless the context otherwise requires:
2.4.1 The singular shall import and include the plural and vice versa;
2.4.2 Words indicating a gender shall import and include other genders;
2.4.3 Words indicating natural persons shall include juristic persons;
2.4.4 The Gregorian calendar shall be the basis for any years quarters, months or dates expressed in this Agreement; and
2.4.5 References to clauses, schedules, parts and sections are, unless otherwise provided, references to clauses schedules, parts and sections of this Agreement.
2.5 If any provision in a definition, including the defined words and expressions in clause 1 (and elsewhere in this Agreement or within an SOW), is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in a definition clause, effect shall be given to it as if it were a substantive provision of this Agreement.
2.6 The use of the word 'including' followed by a specific example or examples shall not be construed or interpreted as limiting the meaning of the general wording preceding it The eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example or examples, and where general words follow particular and specific words, the general words must not be confined to the particular or specific words used in the context.
2.7 When any number of days is prescribed in this Agreement same shall be reckoned inclusively of the first and xclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the immediately following Business Day. In the event that the day for payment of any amount due in terms of this Agreement should fall on a day which is not a Business Day, then the relevant date for payment shall be the following Business Day.
2.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

## TERMS OF REFERENCE

3.1 The Company and the Department of Economic Development, Tourism and Environmental Affairs, Free State Province, South Africa ("DETEA") ("the Client") have entered into an agreement, dated Oct 5 2011 (hereafter referred to as the "Main Agreement") under which the Company has agreed to perform for the Client certain services described in the Main Agreement ("the Project").
3.2 The Company wants to appoint Global to provide to or on behalf of the Company certain services defined in this Agreement ("Services").
3.3 The Parties agree that the scope of this Agreement is to

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 accordance with the agreed terms of reference for the Project as contained in this Agreement unless both Parties in writing agree upon a revision.

## 4 RELATIONSHIP OF THE PARTIES

4.1 The Parties hereto shall be deemed to be independent contractors, and the Personnel of one shall not be deemed to be Personnel of the other.
4.2 Neither Party shall act as the agent of the other, and neither Party shall have the authority, or represent that it has the authority, to bind the other Party. In addition, neither Party shall have any fiduciary duty towards the other Party under this Agreement; nor shall this Agreement (or any component thereof) be construed as imposing upon either of the Parties any of the fiduciary duties of directors as specifically prescribed by the SA Companies Act.
4.3 Nothing in this Agreement, or in any SOW, shall be construed as constituting a temporary employment service as contemplated in section 198 of the SA Labour Relations Act.
4.4 Nothing in this Agreement, or in any SOW, shall be construed as creating a partnership or joint venture construed as creating a partnership or joint venture
between the Parties, and neither Party shall have any between the Parties, and neither Party shall have any
authority to incur any liability on behalf of the other or to pledge the credit of the other Party, unless such has been pledge the credit of the other Party, unless such has bee expressly agreed between the Parties and recorded in writing.
4.5 No person who is not a party to this Agreement shall have any rights under the Agreement to enforce any of its terms.
4.6 The Parties acknowledge that separate agreements to this Agreement may exist between them, for different subject matters to that of this Agreement Rights and obligations existing under such other agreements will not result in rights and obligations under this Agreement, and viceversa. No Party shall be entitled to enforce its rights in such other agreements between any of the other Parties by withholding performance under this Agreement.
4.7 The provisions of this clause 4 shall survive termination of this Agreement, and continue to bind the Parties.

5 PERSONNEL AND NON-SOLICITATION

## 1 Provision of Personne :

5.1.1 The Parties will provide Personnel as specified in the Agreement, or as may be specified in a SOW
5.1.2 $\quad$ The Parties will each utilise such Personnel as is necessary to enable them to fulfil their respective obligations under this Agreement.
5.1.3 The Parties will ensure that the Personnel which they utilise pursuant to this Agreement have the requisite skills and experience for the role which each such person will be required to perform under this Agreement.
5.1.4 The Personnel of either Party may be unavailable for short periods of time for reasons including annual leave internal meetings, and training. Each Party undertakes to minimise any disruption to the Services because of such circumstances.

### 5.2 Company Personnel:

5.2.1 The Company acknowledges that the provision of key Personnel by the Company, as specified in the Agreement and any SOWs, is critical to the Agreement. Such key Personnel will, to the Company's reasonable knowledge and belief:
52.1.1 Be able to perform their role as required for this Agreement, and will remain so for the duration of their involvement in the Services under this Agreement; and

Be available to render their components of the Services as described in this Agreement.
5.2.2 If, notwithstanding this obligation, any of the Company's key Personnel are unavailable at any time, the Company may provide a reasonable substitute, provided the Parties agree that such a substitute is suitable for the intended position.
5.2.3 If the Company is unable to provide a reasonable substitute member of Personnel, the Company is entitled to request Global to provide a person to fulfil the Company role. The provision of any substitute Personnel by Global, including the terms of such resource provision, and any related costs, are subject to prior agreement writing between the Parties. The
Company acknowledges that the provision of additional or substitute key Personnel by Global is likely to result in additional costs and expenses, and would be subject to prior agreement between the Parties regarding timing and Personnel availability.
5.2.4 The Company shall at all times be responsible for the performance of its Personnel under this Agreement, although for the purposes of this clause, the Personnel of Global is excluded from this obligation of the Company.
5.2.5 Global shall not be liable to the Company for any delay or failure to render the Services either at all or in a timely manner, where such delay or failure is attributable to a breach by the Company resulting from non-fulfilment by the Company of its obligations under clause 5.2.

### 5.3 Global Personnel:

5.3.1 Global acknowledges that the provision of key off-shore Personnel by Global, as specified in the Agreement and any SOWs, is critical to the Agreement. Such key Personnel will, to the reasonable knowledge and belief of Global:
5.3.1.1 Be able to perform their role as required for this Agreement, and will remain so for the duration of their involvement in the Services under this Agreement; and
5.3.1.2 Be available to render their components of the Services as described in this Agreement.
5.3.2 Global shall utilise suitably qualified and trained off-shore Personnel to render the Services to the Company in terms of this Agreement.
5.3.3 Global shall be entitled, in consultation with the Company to allocate Personnel in accordance with the skills and knowledge required for the specific work to be performed, provided further that any exercise of such discretion shall not negatively impact upon the rendering of the Services by Global to the Company in terms of this Agreement.
5.3.4 Global acknowledges the need for the continuity of resources on the Project. Global may however

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substitute Personnel at its discretion and will give
easonable notice to the Company of such substitution of
senior Personnel, and will provide reasonable
replacement Personnel of equivalent ability.
Accordingly, where it is necessary for Global Personnel
o be reassigned or removed from the rendering of the
Services, and replaced, Global shall, where reasonable
in the particular circumstances, ensure that an
appropriate handover to the replacement member(s) of
Personnel is effected with minimal disruption to the Company.

### 5.4 Project Managers

5.4.1 Each Party shall nominate a manager or equivalent enior resource responsible for the execution of the Project ("Project Manager"), by way of a written notice to the other Party, who shall:
5.4.1.1 Be available to consult with the Project Manager of the other Party on reasonable notice, on matters relating to the Project;
5.4.1.2 Engage with the other Party to ensure that day-to-day decisions and approvals with respect to the Project are made timeously;
5.4.1.3 Accept as a representative of the relevant Party any notices and correspondence from the other Party relating to the Project or the Agreement;
5.4.1.4 Ensure the execution of any administrative or compliance-related matters under the Agreement for hat Party; and
5.4.1.5 Use commercially reasonable efforts to ensure the successful execution of the Project

The Global Project Manager will also be the on-site epresentative for Global.
5.4.3 Either Party wishing to replace their Project Manager hall do so by means of a written notice to the other Party.

## Non-solicitation of Personnel:

5.5.1 The Company agrees not to make any offer of employment or to employ any member of Globa Personnel rendering Services under this Agreement, either during the term of the Agreement or for a period of six (6) months thereafter. The Company also agrees not o directly use the Personnel of Global as consultants, or the same period. Breach of this condition will render the Company liable to pay damages in an amount equal 6 (six) month's salary of the relevant member of Personnel, provided that such damages shall be calculated in respect of the 6 (six) month period prior to such member of Personnel leaving the employ of Global. The Parties agree that the aforementioned damages are fair, based on the damage Global is likely to suffer, and considering the difficulty in calculating the actual damages.
5.5.2 Global also undertakes not to offer employment directly or indirectly to the Company's Personnel involved in the Services under this Agreement during the period of the term of the Agreement and for a period of 6 (six) months thereafter. Breach of this condition will render Global liable to pay damages in an amount equal to 6 (six) month's salary of the relevant member of Personnel provided that such damages shall be calculated in

The Parties agree that if any Employee of a Party applies for a position at the other Party, not due to any solicitation of the Employee by that Party, such Party will notify the Party currently employing that individual of such an application (upon becoming aware of such application), before offering any position to that Employee, or entering into negotiations with that Employee aimed at resulting in the offering of a position
5.5.4 The provisions of this clause 5.5 shall survive termination of the Agreement, and continue to bind the Parties.

## SUBCONTRACTING AND ASSIGNMENT

6.1 Subcontracting:
6.1.1 Global shall have the right to subcontract its obligations under this Agreement, provided that Global shall remain responsible to the Company for the fulfilment of obligations assumed in terms of this Agreement, under the following circumstances:
6.1.2 Subcontracting components of the Services
6.1.2.1 Global may not subcontract any or all of the Services to be rendered under the Agreement on its behalf without the prior written approval of the Company, which approval shall not be unreasonably withheld or delayed. Subcontractors listed in the Agreement, or in an SOW, will be deemed approved.
6.1.2.2 Global is responsible for ensuring that any obligations which it subcontracts are fulfilled by any such subcontractor(s) concerned.
6.1.3
respect of the 6 (six) month period prior to such membe of Personnel leaving the employ of the Company. The Parties agree that the aforementioned damages are fair, based on the damage the Company is likely to suffer, and considering the difficulty in calculating the actual damages.

Subcontracting for resources:
Global may, from time to time in its sole discretion, subcontract external companies to provide resources to Global, to enable Global to fulfil its obligations unde this Agreement. For purposes of this Agreement, Personnel of such a subcontractor would be included in the Personnel of Global.
Global shall not be required to disclose the existence or terms of any other subcontract entered into in such instances, but shall take the Company's reasonable wishes into account in its choice of such subcontractors.

The appointment of a subcontractor to render any part of the Services contemplated in this Agreement shall in no way relieve Global of any of its obligations or liabilities in terms of this Agreement.
6.1.5 The Company may reasonably request Global to withdraw and/or replace any member of the Personnel of any such subcontractor on reasonable ethical or health and/or safety grounds. It is agreed between the Parties that if such an instruction results in delays to Global in the rendering of Services, such delays shall be excused

Global hereby accepts liability for all acts and omissions of its subcontractors, relating to such subcontractor failure to render their component of the Services in accordance with this Agreement. Global will ensure tha each subcontractor is aware of the provisions of this


Comment [a1]: Cannot accept liability if a third party uses a consultant who has left the employ of Global and we happen to use that third party for another project.

Agreement relevant to that part of the Services which the subcontractor is to render
6.1.7 Global shall also ensure that each subcontractor is aware of any other obligations of Global under the Agreement, which may be relevant to the Services being rendered by such subcontractors.
6.1.8 The Company may identify preferred subcontractors for consideration by Global, but Global is under no obligation to make use of such subcontractors.
6.2 Payment of subcontractors
6.2.1 In accordance with clause 9.2, Global shall be responsible for invoicing the Company. Should Global make use of subcontractors in the rendering of the Services, Global shall remain responsible for invoicing the Company, which invoices shall include the amounts wed by the Company to the Global Personnel in terms of this Agreement, including amounts owed to Global for ts subcontractors and for Personnel provided by subcontractors.
6.2.2 Global shall assume full responsibility for making payment to its subcontractors, and no subcontractor, who may be subcontracting to Global under this Agreement, will be entitled to seek payment directly from any Company party
6.2.3 Global indemnifies the Company against any claim by a subcontractor to Global, arising from paymen obligations between Global and the relevant subcontractor, provided that the Company gives prompt notice to Global of any such claim and Global controls the defence thereof

## .3 Assignment and cession

Neither Party shall be entitled to assign, cede, or otherwise transfer the benefit or burden of all or any part f this Agreement without the prior written consent of the ther Party, which consent shall not be unreasonably delayed or withheld.

## ACCEPTANCE AND TESTING

 respect of any Service or Deliverable, confirmation in writing by the Company that the agreed Acceptance Testing criteria or agreed alternative acceptance formalities have been satisfied in respect of the Service or Deliverable;7.2 "Acceptance Testing" means the agreed process of achieving Acceptance for a Service and/or Deliverable;

## "Deliverable/Service Defect" means

73.1 A deviation from the Specifications for a Deliverable or A deviation from the Specifications for a Deiverable or
Service agreed to in writing between the Parties; and/or
7.3.2 Non-compliance of a Deliverable or Service with the tandards agreed to in writing between the Parties for such Deliverable or Service; and/or
.3.3 An error that materially impacts the Company's ability to use any specific component of a Deliverable; and/or
7.4 An error that materially reduces the effectiveness of Service rendered; and/or
7.3.5 An error in a Deliverable or Service that materially egatively impacts the echnical performance of the Company's systems; and/or otherwise reasonably requested by Global, the Company will ensure that the Client provides, at its cost and risk, such materials and facilities reasonably necessary for the conduct of the Acceptance Testing, including power environment, consumables, data, media and Personnel to conduct user Acceptance Testing.

### 7.8 Failure of Acceptance Testing

Following the completion of the Acceptance Testing, or within the 5 (five) Business Day period described in clauses Error! Reference source not found. and Error! Reference source not found., if the Client or the Company considers a Service and/or Deliverable to have failed an Acceptance Test, or considers the Service or Deliverable to contain a Deliverable/Service Defect, the Company must set out the basis of this conclusion in writing.
Unless agreed otherwise between the Parties, and recorded in writing, Global will continue to deliver the Service and/or work on the Deliverable until the Client is satisfied that the requirements for such Service or Deliverable have been met, that Acceptance Testing (if applicable) is completed, and that the Service or Deliverable does not contain any Deliverable/Service Defects.

## CHARGES

## Project Fees:

"Project Fees" charged by Global on the Project can include either or both of the following:
"Time and Material Fees", which are based on the actual time spent by off-shore Global Personnel on the Project at the rates which are agreed between the Parties, taking into account the experience and seniority of Personnel, and the complexity of work undertaken unless otherwise agreed; and
Non-compliance with the scope of work as agreed for a Deliverable or Service, but excluding errors which are minor or cosmetic in nature;
Specifications" means the technical or descriptive pecifications of functional, operational, performance or agreed between the Parties from time to time,
Acceptance constitutes an acknowledgment that the Agreement's requirements in respect of the tested Service and/or Deliverable have been satisfied as at the date of Acceptance.

## Disputes related to Acceptance:

 Service ready to be accepted by the Client, and the Acmany unreasonably withholds or delays such , Gobal shall be entitled to initiate a Dispute in terms of clause 18 of this Agreement.

## Company cooperation:

the extent specified in the Agreement, and/or an WW, and/or agreed to between the Parties, and/or as ny "Fixed Price Fees", which are based on the amounts
$\square$
$\square$

 agreed to in writing by the Parties, regardless of the actual time spent by the off-shore Global Personnel.

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The Project Fees ("Fee Schedule") are set out in annexure "D"

### 8.2 Reimbursable Expenses

Unless agreed otherwise between the Parties in writing for the Project, out of pocket expenses incurred directly n a Project by Global and its Personne Reimbursable Expenses") will be charged to the Company at actual cost.

Reimbursable Expenses include all reasonable costs necessary for the successful completion of the Project including but not limited to travelling, subsistence, goods and services purchased on the Company's behalf, communications, stationery, administration charges, report and presentation material, secretarial time and computer charges.

### 8.3 Exchange rate fluctuations

8.3.1 To the extent that any Assignment Fees and/or Reimbursable Expenses are dependent on currencies ther than ZAR, and to the extent that this fact and the exchange rates used for converting the other currencies o ZAR have been specified in the Agreement or in an sow.
8.3.1.1 Fluctuations in such exchange rates shall not affect the prices specified in the Agreement or in an SOW unless uch fluctuations are substantial.
8.3.1.2 For the purposes of this clause 8.3, "substantial" means an exchange rate fluctuation of $5 \%$ (five percent) since the date of signing the Agreement or the specific SOW, either increasing or decreasing the exchange rate.
In the event of such occurrence, and provided that there has been no material breach of this Agreemen by Global, the spot exchange rate on the date of mportation of the goods and/or Services, shall be applicable to any invoices for these Assignment Fees and/or Reimbursable Expenses.

### 8.4 Escalation of Rates:

8.4.1 Global may increase or decrease the rates applicable to Services under this Agreement, on the basis of the escalation calculation as described in annexure H
8.4.2 Such rate increases or decreases are to be communicated by Global to the Company 30 (thirty) days in advance of them becoming effective, providing all elevant documentary evidence as reasonably required y the Company. The Parties undertake to execute such changes to this Agreement, and any relevant SOWs under this Agreement, to reflect such changes.
Unless agreed otherwise between the Parties for an SOW, and documented accordingly in such SOW, the rates applicable to all current SOWs at the time of the escalation will increase or decrease accordingly.

## 9 INVOICING AND PAYMENT TERMS

9.1 The Project payment schedule ("Payment Schedule") is
set out in Annexure "D".

## Preparation of Invoices:

Global will provide the Company with an Invoice,
containing inter alia the Project Fees and Reimbursable Expenses, in the format, and containing the particulars, required by law. The Company agrees to provide any formation to Global which Global may reasonably require in the preparation of such invoices.
In accordance with clause 6.2.1, the invoice submitted by Global to the Company shall include all fees due to Global for subcontractors of Global involved in rendering Services under this Agreement

### 9.3 Payment of Invoices

9.3.1 Invoices are payable on presentation.
9.3.2 The invoices referenced in this clause 9 shall be submitted by Global to the Company on or before the $1^{\text {st }}$ (first) Business Day of the month and shall be paid by the Company before the $25^{\text {th }}$ (twenty fifth) calendar day of the same month. The Parties record that in the event of Global submitting the invoice after the $1^{\text {st }}$ (first) Business Day of the month, the Company shall be required to make payment to Global within 30 (thirty) calendar days of date of receipt of the invoice, or as alternatively agreed between the Parties in accordance with the Payment Schedule.
9.3.3 The Company agrees and acknowledges that Global will at its discretion, charge the Company interest at thenat its discretion, charge the Company interest at then current South Afrundisputed invoices not paid within the nterest paym ind the agreed payment period. For the avoidance of doubt, th annual prime interest rate charged by the comme bank primarily used by Global shall be applied in calculating interest on undisputed and overdue invoices, on the basis of one twelfth $(1 / 12)$ of such annual interes rate per month, with the interest pro-rated for partial months.
9.3.4 The Parties agree that payments may be effected by electronic transfer of funds or as otherwise agreed between the Parties, from time to time. The banking details for Global are provided in annexure B. Global shall communicate any change to its banking details to the Company in writing, at least 10 (ten) days before the effective date of such change.
9.3.5 All payments and terms of or arising out of this Agreement shall be made free of bank exchange, commission and any deductions to the Party entitled thereto.

### 9.4 Disputed Invoices:

9.4.1 Should a dispute arise relating to any Project Fees or Reimbursable Expenses due to Global:
9.4.1.1 The Company must notify Global of the disputed amount(s) in writing, specifying the affected amount(s), and the alleged reasons for such dispute, within 30 (thirty) days of receipt of the invoice containing the disputed amount(s), failing which the Company shall be deemed to have accepted the invoice as correct, due and payable;

Any notification, as contemplated in the clause above shall detail the amount(s) disputed and the reason(s) therefore;
9.4.1.3 The undisputed portion(s) of the invoice shall be payable on the terms defined in clause 9.3;
The Company shall be entitled to withhold payment of
$\square$
the disputed portion(s) of any amount(s) payable until the dispute is resolved;
9.4.1.5 If the Company disputes, and withholds, an amount in excess of $50 \%$ (fifty percent) of the relevant invoice total, Global shall be entitled to suspend the rendering of the Services until the dispute is resolved and any amount payable to Global pursuant to the resolved dispute is paid;
9.4.1.6 Any suspension of Services as contemplated in the clause above or in clause 9.6 , shall be applied to all clause above or in clause 9.6 , shall be applied to all
performance milestone and dates, such that all such milestones and dates shall be automatically extended by a period of time equal to the period of the aforementioned suspension; and
9.4.1.7 If the Parties are unable to resolve such a dispute, it shall be referred for determination in accordance with the provisions of clause 18

### 9.5 Monthly Statements:

9.5.1 Upon reasonable request from the Company, Global will provide the Company with a monthly statement ("Statement") in the format, and containing the particulars, reasonably required by the Company, and he Company agrees to provide any information to Global which Global may reasonably require in the preparation of such Statements.
9.5.2 Such Statements will set out the amounts then properly due to it from the Company under this Agreement, and will contain relevant information to enable the Company o perform a reconciliation of invoices, credit notes (i applicable) and payments

Overdue payments:
Global shall have the right to halt or terminate entirely its Services during any period in which any Project Fees or Reimbursable Expenses is overdue and undisputed for more than 30 (thirty) days but, despite written demand remain unpaid by the Company.

7 The provisions of this clause 9 shall survive termination of this Agreement, and continue to bind the Parties.

## 10 CONFIDENTIALITY

0.1 "Advisors" means the respective directors, officers employees, agents, contractors, subcontractors and professional advisors of each Party.
10.2 "Confidential Information" means a Discloser's trade commercial, financial and management secrets, as well as confidential and other proprietary information howsoever such Confidential Information may be disclosed or made available to the Recipient including, without limiting the aforegoing, whether direct or indirect, orally, visually or in electronic format or by reason of inspection of documentation or other matter on or at the Discloser's premises or elsewhere including, but not limited to:
10.2.1 Technologies, concepts, ideas, inventions, methods, methodologies, procedures, processes, systems, techniques, designs, formulations, models, templates or work papers;
0.2.2 Generalised features of the structure, sequence and organisation of software, user interfaces and screen
designs;
10.2.3 General purpose consulting and software tools, utilities and routines
10.2.4 Logic, coherence know-how, and methods of management, operation or conducting business and strategy used or to be used;
10.2.5 Technical data, product or process specifications and al other technical, mechanical and computer information;
10.2.6 Financial, supply, exclusivity or other contractual arrangements between or detail about the Discloser, its suppliers, sources of material, clients and business associates;
10.2.7 Any material or information subject to copyright, trademark, patent or other form of intellectual property rights
10.2.8 Any information that relates to past projects of the Parties; and
10.2.9 Any other matter that relates to the business of the Discloser in respect of which information is not readily available in the normal course of business and which may come to the knowledge of the Recipient.
10.3 "Discloser" means the Party disclosing or granting access to Confidential Information.
10.4 "Disclosure" means the transfer of Confidentia Information from the Discloser to the Recipient or the acquisition of Confidential Information by the Recipient by any direct or indirect means including but not limited to the conveyance of Confidential Information by visual, oral, electronic or other means and "disclose" or "disclosed" has a corresponding meaning
10.5 "Recipient" means the Party receiving Confidentia Information or to whom Confidential Information is disclosed.
10.6 The Recipient hereby irrevocably agrees:
10.6. $\quad$ Not to divulge or disclose to any person whatsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information without the prior written consent of the Discloser;
10.6.2 Not to, directly or indirectly, detract from, expand on, amend, decompile, reverse engineer, use, exploit, perm the use of, or in any other manner whatsoever apply the Confidential Information for its benefit or the benefit of any other person or for any purpose whatsoever othe than for the Proiect and orwise than in accordance with the provisions of this Agreement;
10.6.3 To maintain in secrecy any and all Confidential Information of the Discloser which may be acquired by or disclosed to it;
10.6.4 In cases where the Recipient is uncertain as to the nature of any information (whether that information qualifies as Confidential information in terms hereof or not), treat such information as Confidential Information in terms hereof until written notice to the contrary is received from the Discloser;
10.6.5 Take reasonable security measures, at least as great a the precautions it takes to protect its own confidential or proprietary information, to keep the Confidential Information confidential;
10.6.6 Immediately notify the Discloser upon discovery of any unauthorised use or Disclosure of the Confidential

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Information or any other breach of this clause 10, and will assist the Discloser in every reasonable way to at the option of the Discloser regain possession of the Confidential Information or prevent its further unauthorised use;
10.6.7 Immediately at the Discloser's reasonable request or in any event at the completion of the Project return al riginals, copies, reproductions and summaries or extracts of the Confidential Information or at the Discloser's option destroy such originals, copies, eproductions and summaries or extracts of the Confidential Information and certify destruction thereof; and
10.6.8 That all Confidential Information is and shall remain the property of the Discloser and that Disclosure thereof in terms hereof does not grant to the Recipient any express or implied license to use such Confidential Information or right under any patent, copyright, trademark, or trade secret information other than under this Agreement or any SOW;
10.6.9 Not to directly or indirectly
10.6.9.1 Do or purport to do anything or assist any other person in doing anything which may or could impair, prejudice r interfere with the Discloser's vested rights, title and interest in and pertaining to the Confidential information;
10.6.9.2 Represent that it has any right, title or interest in and pertaining to the Discloser's Confidential Information; or
0.6.9.3 Disclose to any publishing or news media (including but not limited to newspapers, magazines, radio or television) any Confidential Information or any information of any nature whatsoever with regard to he products, services or activities of the Discloser which the Discloser has not already made known to he public at large, without the prior written consent of the Discloser.
10.7 The agreements and undertakings in this clause 10 are given by each of the Parties on behalf of themselves and in respect of each of their Advisors and in favour of each other.
0.8 Each Party shall ensure that its Advisors comply with the terms of this clause 10 and shall be responsible for any breach of the terms of this clause 10 by its Advisors.
10.9 Each Party shall procure that each of its Advisors, to whom Confidential Information may be disclosed or who otherwise may obtain access to Confidential Information, execute undertakings in substantially the same form as this clause 10
0.10 The Parties record and agree that the undertakings referenced in clause 10.9 shall be concluded between the Advisor and the employer of that Advisor.
10.11 The confidentiality obligations set out in this clause 10shall not apply to any Confidential Information which:
10.11.1 A Recipient can demonstrate was already in the public domain prior to its Disclosure or becomes available to he public through no breach by any of the Parties hereto;
10.11.2 Was rightfully in the Recipient's possession withou obigation of confidence prior to receipt from the Discloser as proven by its written records;
0.11.3 Can be proved to have been rightfully received by a

Recipient from a third party without obligation of confidence
10.11.4 Is independently developed by a Recipient as proven by its written records
10.11.5 Is approved for release with the prior written consent of the Discloser; or
10.11.6 Is required to be disclosed in order to comply with a judicial order or decree, provided that the Recipient has given the Discloser sufficient prior written notice of such request to enable the Discloser to defend or protect such Disclosure
10.12 The provisions of this clause 10 shall survive termination of this Agreement, and continue to bind the Parties.

11 INTELLECTUAL PROPERTY
11.1 Company and Global Intellectual Property:
11.1.1 Each Party has created, acquired or otherwise obtained rights in, and may, in connection with the Project, employ, provide, modify, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how techniques, models, templates; generalised features of the structure, sequence and organisation of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation systems (collectively known as the "Own Technology" of each Party)
11.1.2 To the extent that either Party utilises any of its property (including intellectual property and its Own Technology) in connection with the Project, such property shall remain the property of that Party. Except for cases where a licence is expressly granted in writing, the other Party shall acquire no right or interest in such property Any improvements or enhancements to a Party's Own Technology resulting from a Project will remain the property of that Party
11.1.3 Notwithstanding anything in this Agreement, each Party will exclusively own all right, title and interest, including but not limited to all rights under all copyright, patent and other intellectual property laws, in and to its Own Technology.
11.1.4 In the event of either Party requesting the use of the other Party's Own Technology, outside the scope of the Project, this would be subject to the Parties agreeing to a written licence agreement for such use.
11.1.5 Subject to this clause 11, each Party (referred to as the "Warranting Party" in this clause) warrants that no aspect of its Own Technology rightfully utilised by its Personnel and by the other Party in terms of this Agreement will infringe any patent, design, copyright, trade secret or other proprietary right of any third party ("Third Party Proprietary Rights"), and the Warranting Party shall, at its cost, defend the other Party against any claim that the Services infringe any such Third Party Proprietary Rights, provided that the other Party gives prompt notice to the Warranting Party of such claim, the Warranting Party controls the defence thereof and the other Party does not jeopardise the claim in any way.
11.2 Company Data:
11.2.1 "Company Data" means information of the Company

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including information relating to subsidiaries or associated companies of the Company and its business, provided by the Company to Global pursuant to Global rendering the Services
11.2.2 Ownership in all the Company Data belonging to the Company whether under its control or not shall continue to vest in the Company, and Global shall not obtain any proprietary rights in such data. Any improvements or enhancements to the Company Data resulting from a Project will remain the property of the Company.
11.2.3 The Company Data in the possession of Global, or to which Global may have access during the currency of this Agreement, may not be used by Global for any purposes whatsoever other than as may be specifically required to enable Global to fulfil its obligations in terms of this Agreement.
11.2.4 The Company Data is and shall remain the property of the Company and shall be deemed Confidential Information of the Company in terms of this Agreement
11.3 Deliverables under this Agreement
11.3.1 Except as otherwise provided in this Agreement, and upon full and final payment to Global of all amounts owing to Global in terms of this Agreement, all Deliverables shall, subject to clauses 11.1 and 11.3.2, become the property of the Company.
11.3.2 To the extent that there are any components of Global Own Technology included in the Deliverables, Global grants to the Company, upon full and final payment as aforesaid, a royalty-free, perpetual, world-wide, nonexclusive, non-transferable licence to use such Global Own Technology solely in connection with such Deliverables
11.3.3 In the event of the Company requesting use of any Deliverables produced under this Agreement (or components of such Deliverables), outside the scope of the Project, this would be subject to the Parties agreeing o a written licence agreement for such use
11.4 The provisions of this clause 11 shall survive termination of this Agreement, and continue to bind the Parties.
and its SOWs;
12.1.6 Advise the other Party verbally and in writing as soon as it becomes aware of anything, which may hamper or delay either Party fulfilling its obligations in terms of this Agreement and its SOWs; and
12.1.7 Provide all decisions, management approvals and inputs reasonably requested by the other Party within a reasonable time of such Party requesting such decision or input.
12.2 Neither Party will be entitled to
12.2.1 Interfere with or impede the contractual relationship between the other Party and its Personnel; or
12.2.2 Unilaterally make any changes to the Agreement or any part thereof.
12.3 Company obligations:
12.3.1 The Company shall cooperate with Global in the rendering by Global of the Services, including without limitation, providing Global with reasonable facilities and timely access to data, information and Personnel of the Company.
12.3.2 The Company will provide the Personnel required to enable Global to render the Services under this Agreement. Such Personnel will, to the Company's reasonable knowledge and belief, be fit for purpose, and will remain so for the duration of their involvement in the Project.
12.3.3 The Company shall be responsible for the reasonable accuracy and completeness of all requested materials, data and information provided to Global for purposes of the rendering by Global of the Services. Global shall be entitled to assume that all materials, data and information provided by the Company are both accurate and complete, unless agreed otherwise by the Parties in writing.
12.3.4 Global will, where reasonable, notify the Company of manifest errors in the materials, data and information provided, or in the event that Global considers th materials, data and information to be incomplete
12.3.5 The Company will ensure that the Client provides Globa with access to the Company's premises as reasonably with access to the Company's premises as reasonably required by Global to enable Global to fulfil its obligations
under the Agreement. To the extent that such access is under the Agreement. To the extent that such access
unreasonably denied or suspended by the Client, the unreasonably denied or suspended by the Client, the Parties shall agree on reasonable additional cost and expenses incurred by Global as a result thereof. Without limiting the foregoing, the Company will, following a temporary denial or suspension of access, permit a resumption of access as soon as practicable.
12.3.6 To the extent that any of the Services are to be provided at the Client's site, the Company will ensure that the at the Client's site, the Company will ensure that the and office services to enable Global to fulfil its abligations under this Agreement.
12.3.7 The Company shall procure the cooperation with Global of any third parties involved in this Project, not under the control of Global. The Company shall further ensure that any party over which it has direct or indirect control performs its duties and functions as may be reasonably required by Global to enable Global to fulfil its obligations under this Agreement.
12.3.8 To the extent that the Services to be provided by Global

Comment [a2]: Clause 13.3.7 takes care of risk to Global in the event of a third party being used by the Company We cannot involve Global in payment approvals to a third party.

equires the Company to procure specific compute hardware and/or specific computer software licenses, the Company must provide such hardware and software to Global timeously. To the extent that any delay in providing such hardware and/or software impacts the ability of Global to fulfil its obligations under this Agreement, Global will not be liable for delays in providing its Services, resulting from such delays by the Company. Any such delays as contemplated in the clause shall be applied to all performance milestone and dates, such that all such milestones and dates shall be automatically extended by a period of time equal to the period of the aforementioned delay.
12.3.9 If and to the extent that Global requires access to enable it to fulfil its obligations under this Agreement, Global will require the Company to timeously procure the right for Global and its Personnel to use any computer hardwar owned by the Client, and its related system software icensed to the Client, and any other computer software licensed to the Client, provided that Global can prove to he Company that such access is critical to the fuffilment f Global's obligations under this Agreement Such acess may be limited to specific individual members ccess may be limited pecifi
mations/authorities to the extent required to enable Global to fulfil its obligations under this Agreement.
2.3.10 The Company, through the Client, undertakes to facilitate through the relevant regulatory authorities all necessary approvals, licences and security clearances, provided that the delay in obtaining such should not be used as a grounds for termination of the contract, unles uch clelays directly or indirectly impact the ability of Glob to fulfil its obligations or enforce its rights under is Agrement and are as aresult of the Compan's To the extent that any neces wn delays or default. To the extent that any necessary approvals, licences and security clearances have not een obtained, and this impacts the ability of Global to fulfil its obligations under this Agreement, Global will no be liable for delays resulting from such.
12.3.11 The Company shall keep Global promptly informed of any proposals or developments in the Company's usiness relevant to the Services, to the extent that such roposals or developments have a reasonable impact on he Services under this Agreement or an SOW, and with due consideration to the confidentiality restrictions as described in clause 10.
2.3.12 The Company will advise Global, in writing, of any easonable restrictions which it wishes to place on Global regarding electronic correspondence, data rotection matters, and access to the Company's tworks, for the Services to be rendered by Glob under this Agreement, and Global shall comply with such restrictions.
12.4 Global obligations
12.4.1 Global shall ensure that any party over which it has direct or indirect control, including but not limited to any subcontractor appointed to render the Services or any part thereof, performs its duties and functions as may be reasonably required by the Company to enable the Company to fulfil its obligations under this Agreement.
12.4.2 Global will ensure the Services comply with the standards and Service levels as specified in the Agreement and in any SOWs.
2.4.3 Global will comply with reasonable directions given by the Company in discharging its obligations under this

Agreement
2.4.4 Cooperation with other service providers and consultants of the Company
12.4.4.1 Global acknowledges and agrees that the Company shall have the right to appoint, at its risk and cost, any third party service provider or third party consultant where this is necessary to ensure the integrated and efficient conduct of the operations of the Company, and in respect of quality assurance and Acceptance Testing.
12.4.4.2 Global shall cooperate with any such third party service provider or third party consultant appointed by the Company where this is necessary to ensure the integrated and efficient conduct of the operations of the Company, and in respect of quality assurance and Acceptance Testing. Without limiting the foregoing Global shall provide such reasonable assistance to other service providers and consultants as the Company may request from time to time.
12.5 Company standards, policies and procedures:
12.5.1 Global will comply with all standards, policies and procedures of the Company and the Client, as agreed between the Parties, and as recorded in the Agreement or in an SOW.
12.5.2 If the Company wishes for Global to comply with updated or revised versions of such standards, policies and procedures, the Company will be required to provide such new versions to Global for review. Global shall no be obliged to comply with updated or revised versions such standards, policies and procedures, until it has agreed to do so, such agreement not to be unreasonably withheld or delayed
12.5.3 It is specifically recorded that should the compliance with updated or revised versions of such standards, policies and procedures result in additional effort or complian obligations to Global, this may result in a change of scope of the Agreement and/or the impacted SOWs.

## 13 LIMITATION OF LIABILITY

13.1 The maximum liability ("Maximum Liability") for each Party for all claims arising out of the Services rendered in connection with the Agreement shall be determined as follows, subject to clause 13.7
13.1.1 The total liability of Global is limited to the total fees paid by the Company to Global pursuant to this Agreement, as apportioned for Global's part in a consortium; and
13.1.2 The liability of the Company at any point in time is limited to the fees due and payable pursuant to this Agreement.
13.2 For the avoidance of doubt, the Maximum Liability shal always be exclusive of any fees payable/paid by the Company to Global in terms of, and the value of, any SOW, as defined in clause 22 .
13.3 The Maximum Liability is the aggregated liability for all claims from whatever source and however arising, whether in contract, delict or otherwise. Neither Party will be liable to the other Party or any cessionary or third party claiming through or on behalf of such Party for
13.3.1 Any indirect, special, punitive or consequential damages arising out of or related to this Agreement; or
13.3.2 Any loss or damages beyond the Maximum Liability specified.

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13.4 Either Party will only accept any form of liability, limited as specified, if it is the subject of a final judgement in a court of law or by way of arbitration.
13.5 Any claims, however rising, must be commenced formally by service or court summons or process initiating arbitration proceedings within 2 (two) years after the Party bringing the claim becomes aware (or ought to reasonably have become aware) of the facts which give rise to the claim and, in any event regardless of the knowledge of the claimant, by no later than three years after the date of the alleged breach of contract, delict or other act or omission giving rise to a cause of action. This expressly overrides any statutory provision which otherwise apply.
13.6 Without derogating from the generality of clause 13.1:
13.6.1 The Company indemnifies Global against any loss damages, costs or expenses directly or indirectly ncurred by Global as a result of inaccurate or incomplete information supplied by, or misrepresentations, fraudulent acts or wilful Default on he part of the Company, the Company's Personnel, or any third party under the control of the Company.
13.6.2 Global indemnifies the Company against any loss damages, costs or expenses directly or indirectly incurred by the Company as a result of
misrepresentation, fraudulent acts or wilful default on the part of Global, the Personnel of Global, or any third party under the control of Global.
13.7 The following are expressly excluded from the limitation of liability, but are subject to the other terms of this clause 13:
13.7.1 Direct proven damages resulting from a breach of either Party's Confidential Information; and
13.7.2 Direct proven damages resulting to a Party from a breach by the other Party of the terms of clause 9 Intellectual Property); and
13.7.3 The indemnities listed in clauses 13.6, 14.7, 14.8 and Error! Reference source not found.
13.8 If any loss or damage arising out of or in connection with this Agreement is caused partly by the fault of one Party, and partly by the fault of the other Party, the damages recoverable shall be reduced to such an extent as may be ust and equitable, having regard to the degree in which each Party was at fault in relation to the damage as if the provisions of the Apportionment of Damages Act of 1956 provisions from time to time were applicable to a claim for breach of this Agreement
3.9 The provisions of this clause 13 shall survive termination of this Agreement, and continue to bind the Parties.

## 4 DISCLAIMER

4.1 It is understood and agreed that the Services may include advice and recommendations provided by Global but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of and made by, the Company
4.2 Deliverables are supplied on the basis that they are for the sole internal use of the Company and the Client and for the exclusive purpose set out therein. Global shall not be liable for any loss, damages, costs or expenses directly or indirectly incurred by any party other than the Company and the Client, as stated above, who may rely upon the Deliverables for whatsoever reason.
14.3 Any advice, recommendation, report, certificate, schedule or other Deliverable arising from or in connection with the Services under this Agreement will be for the sole use of
he Company and the Client. No person other than the Company or the Client shall be entitled to make use of any Deliverable, unless this has been agreed in writing between the Parties, in advance, and subject to term agreed between the Parties

Any such advice, recommendation, report, certificate chedule or other Deliverable is based on the particula acts and circumstances of the Client at a particular poin in time. Consequently, such advice, recommendation, port, certificate, schedule or other Deliverable may well not be relevant to another party or at a different time and under different circumstances. Global does not warrant or guarantee that there will be no change to relevant facts and circumstances in the future or that future events or outcomes will (or will not) transpire.
14.5 Copies of Deliverables may be made available to the Company's advisors provided that they are to be used by the advisors solely for the purposes stated in such advice, report, certificate, schedule or other Deliverable, and provided that the advisors are made aware of this clause 14.
14.6 With the exception of clause 14.5, copies of Deliverables, in whole or in part, may not be made available to any other party without the prior express written consent of Global, which consent may be given or withheld at its absolute discretion, and which may be subject to terms and conditions which Global in its sole discretion may determine.
14.7 The Company indemnifies Global against any claim by any third party arising from a copy of any report, certificate, schedule or other Deliverable which the third party received from the Company, its Personnel, or its advisors confidentiality and intellectual property, no Party shall have ny responsibility for late delivery or for failure to deliver due to any cause reasonably beyond their control particularly in the case of Force Majeure, defined in clause 15.2 below.
15.2 "Force Majeure" means any and all acts or events which are neither controllable or predictable and therefore independent of the will of any Party or of its subcontractors, including but not limited to war, declared or not, riot, revolution, strikes or other industrial actions, machinery damage or breakdown, earthquake, tidal wave, essential supply difficulties and irremediable nonperformance by a third party.
15.3 In the case of any Force Majeure
15.3.1 The affected Party shall immediately notify the other Party of the existence of such Force Majeure, and shall

provide in writing an estimate (updated from time to time)
of when the relevant circumstances are expected to cease;
15.3.2 The affected Party shall take all reasonable steps by lawful means to resume fulfilment of its obligations under this Agreement as soon as is reasonably possible, and shall discuss with the other Party ways and means to overcome such conditions;
15.3.3 The affected Party shall not in any event be entitled to additional or extra compensation by reason of the Force Majeure event, and the affected Party shall not be liable or any costs or damages, penalties or inconvenience suffered by the other Party
15.3.4 No such affected Party shall be obliged to fulfil its obligations in terms of this Agreement, to the extent that is prevented from doing so during the duration of such Force Majeure, with the exception of payment bligations where the Company shall remunerate Global or Services rendered; and
5.3.5 The Parties shall endeavour to meet at least once every week from the date of the notice referred to in 15.3 .1 to determine the estimated duration of the Force Majeure
15.4 Should either Party be unable to fulfil a material part of its obligations under this Agreement for a period in excess of 1 (one) continuous calendar month due to a Force Majeure condition, as calculated from the date of the notice referred to in clause 15.3 above, then the other Party shall have the right to terminate this Agreement forthwith by written notice.

## 6 TERMINATION

16.1 In the event of the Agreement or any part of the Services being terminated for whatsoever reason, the Company shall make payment of any amounts due and payable by o Global in terms of this Agreement within 30 (thirty) day of such termination. The termination of the Agreement or any part of the Services will not prejudice the rights of any Party to claim damages, or to obtain any other relief in respect of any antecedent breach of the terms of this Agreement prior to such termination. This clause is severable from the rest of the provisions of this Agreement, and shall survive termination of this Agreement, and continue to bind the Parties.
16.2 Termination due to auditor independence constraints:
6.2.1 Global may immediately terminate this Agreement or any impacted part of the Services if the circumstances in clause Error! Reference source not found. of this Agreement should occur.
is

General terms applicable to termination and expiry 16.7.1 In the event of either Party wanting to terminate this Agreement, or any part thereof, for reasons other than those described above, such termination, and the terms thereof, will be subject to agreement between the Parties, to be recorded in writing.
16.7.2 Should the Company require Global to assist with knowledge transfer in order to ensure an orderly handover to the Company or to a third party, such Services would be rendered under a SOW, and the terms of such assistance are subject to written agreement between the Parties
16.7.3 Termination of the Agreement will imply termination of all SOWs under the Agreement.
16.3 Termination due to regulatory changes
16.3.1 Either Party may terminate this Agreement or any impacted part of the Services if regulatory changes occur which would render it impossible for the Services (or uch relevant part thereof) to continue without transgressing the changed regulations.
6.4 Termination for Convenience
16.4.1 The Company may terminate this Agreement (and the Services) upon 1 (One) months prior written notice to

Global, provided that the Company shall pay to Global in leu of notice, all amounts that Global would reasonably have been entitled to under the Agreement during the one-month period after the notice of termination
may terminate this Agreement (and the Services) by providing 1 (One) months prior written notice to the Company to this effect.

## Termination by Global for Company non-payment:

16.5.1 Global may terminate the Agreement, or any par thereof, if the Company has failed, refused and/or neglected to make payment of any undisputed fees within the agreed payment period
16.6 Expiry and Extension of the Agreement as a whole:
16.6.1 It is acknowledged that certain portions of the Services under this Agreement may expire before others, but that he terms of this Agreement shall remain in effect while there are still any Services to be delivered under this Agreement, including Services as described in an SOW unless agreed otherwise between the Parties and recorded in writing
16.6.2 In the absence of an agreement to the contrary between the Parties, as per the terms of this Agreement, or as described in writing and signed by both Parties, this Agreement will expire automatically upon completion of all Services to be rendered under the Agreement and under all SOWs signed under this Agreement. Neither Party will be required to provide notice to the other Party regarding such expiration of the Agreement, and neither Party shall incur any liability or penalty or duty as a result of such expiration.

Comment [a3]: The project duration is only 3 months - hence notice period cannot be six months.
remedies that it may have, including the right to recover damages:
17.1.1 Without notice to the Defaulting Party, to bring an application in any court of competent jurisdiction, whether on an urgent basis or not, for the granting of an interdict against the Defaulting Party to prevent any further breach of the terms of the Agreement; and/or
17.1.2 Terminate any part of or all of the Agreement or the Services to which such breach relates, such termination be effective immediately upon receipt by the Defaulting Party of written notice to that effect.
17.2 Notwithstanding anything to the contrary contained in thi Agreement, a Party shall have the right to immediately terminate the Agreement if the other Party:
17.2.1 Is placed in provisional or final liquidation, whether compulsory or voluntarily; and/or
17.2.2 Allows any judgement granted against it to remain unsatisfied for a period of 10 (ten) days after such udgement comes to the attention of that Party save for that Party instituting appeal proceedings; and/or
17.2.3 On or after the Effective Date commits any act or omission which would render it liable to be liquidated; and/or
17.2.4 On or after the Effective Date admits in writing that it is unable to pay its debts timeously or at all; and/or
17.2.5 Becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; and/or
17.2.6 Makes an assignment for the benefit of all or substantially all of its creditors; and/or
17.2.7 Enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations.
17.3 The provisions of this clause 17 shall survive termination of this Agreement, and continue to bind the Parties.

## 18 DISPUTE RESOLUTION

8.1 The Parties agree to use reasonable efforts to resolve by good faith negotiations any disputes or differences that arises between them under or in connection with this Agreement, or an SOW, through their respective Project Managers. Neither Party will resort to legal or arbitration proceedings, or terminate this Agreement, until the following process has been exhausted, except if it is necessary to seek urgent interim relief.
18.2 If any dispute, disagreement, difference or claim under or in connection with this Agreement, or in terms of any SOW, and/or in respect of the existence, validity and/or termination thereof, and whether in contract, delict or otherwise, arises between the Parties, including a breach or an alleged breach under this Agreement, or under an SOW, (called hereafter the "Dispute"), which either Party believes is unable to be resolved at an operational level (between their respective Project Managers), or which is sufficiently serious that it cannot be resolved at the operational level, either Party will in writing notify the other of the Dispute, providing the details of the Dispute. Management representatives of each of the Parties will then endeavour in good faith to agree upon a resolution through negotiation.
18.3 The Dispute shall first be referred to the respective Project directors of each Party, who will use their best endeavours
o resolve the Dispute within 7 (seven) days of the Dispute having been referred to them, or such other time frame agreed between the Parties
18.4

Project directors of the Parties be unable to resolve the Dispute in accordance with the foregoing, the Dispute shall be escalated to the respective managing directors (or equivalent officers) of the Parties, who will use their best endeavours to resolve the Dispute within 21 (twenty one) days of the Dispute having been referred to hem, or such other time frame agreed between the Parties.
18.5 Should the respective managing directors of the Parties be unable to resolve the Dispute in accordance with the foregoing, the Dispute, if arbitrable in law, shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa or its successor in title ("AFSA") by an arbitrator or arbitrators appointed by AFSA.
18.6 The place of arbitration shall be Johannesburg, Sandton or Pretoria, and English shall be the language of arbitration, being the language of the Agreement and the correspondence between the Parties. The arbitral award shall be issued in English. The Parties agree that arbitration proceedings are to be held in camera and shal be confidential, and only the Parties and/or their legal representatives, and limited senior representatives, shall be present.
18.7 It is the intention of the Parties that the arbitration shall, where possible, be held and concluded within 20 (twenty) working days after it has been initiated. The Parties shall use their best endeavours to procure the expeditious completion of the arbitration process. proceedings and any order made by any arbitrator onfidential, unless otherwise contemplated herein or as is needed to enforce rights in a court of law.
18.9 The arbitrator shall have the fullest and freest discretion with regard to the proceedings, save that he shall be bliged to give his award in writing, fully supported by asons, and shall make such order as to costs as her deems just. Any costs order awarded by the arbitrator shall be on a scale as between attorney and client.
18.10 The arbitrator shall have the power to give default judgment if either Party fails to make submissions on due ate and/or fails to appear at the arbitration, or fails to pa its contribution towards the costs of the arbitration
18.11 Subject to the finalisation of any review or appeal proceedings permitted under the rules of AFSA, the ecision or award resulting from the arbitration shall be final and binding, and may be made an order of any court f competent jurisdiction at the instance of either Party to the Dispute. With effect from the date of the arbitral award or, in case of the settlement of any Dispute, with effect rom the date of any such settlement, neither Party shall have any further right and/or claim (including, without limitation, any right pursuant to a subrogation) against the other Party in connection with or relating to the Dispute in question.
18.12 Notwithstanding the foregoing, nothing in this clause 18 shall be construed as precluding either Party from applying o court for a temporary interdict or other relief of an urgen nature, pending the decision of the award of the arbitrator in terms of this clause 18, provided the terms of this claus 18 have been materially complied with by the Party seeking such relief, and further providing such Party has been attempting to resolve the dispute in good faith before


## seeking such relief.

18.13 The provisions of this clause 18 shall survive termination of this Agreement, and continue to bind the Parties.

## 9 GLOBAL WARRANTIES

19.1 Global warrants that it shall, at all times:
19.1.1 Possess and have the knowledge, skills and expertise, necessary to enable it to render the Services in terms of this Agreement; and
19.1.2 Use and adopt professional techniques and standards and render the Services with due care, skill and diligence.
9.2 Global gives no warranty whatsoever as to any third party's software, hardware or other products, including its suitability for the Client's requirements, functionality and performance and shall not be responsible for any defects of whatsoever nature in any third party's software, hardware or other products
9.3 Global warrants that for a period of 6 (six) months after the Acceptance of any Deliverable or Service, the Deliverable or Service will be free of material Deliverable/Service Defects. Global shall promptly rectify any Deliverable/Service Defect in a Deliverable or Service at no additional charge to the Company if it the Company notifies Global in writing of the Deliverable/Service Defect during this warranty period.
19.4 Global shall only be held responsible for remedying errors or defects which are within its reasonable control to remedy, and provided that such errors or defects are within the agreed scope of Services under this Agreement.
19.5 Except as expressly provided in this Agreement, Globa disclaims all warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

## 20 ENTIRE CONTRACT, VALIDITY AND DURATION

20.1 The Agreement, together with all SOWs, constitutes the entire agreement between Global and the Company as to heir respective subject matters, and supersedes all other oral and written representations, understandings or agreements between them as to their respective subject matters. Where there is a conflict between the terms of agreement contained in this Agreement (or an SOW) and any prior written proposals, quotations or submissions provided by Global to the Company regarding the Services under this Agreement, this Agreement (or the SOW) will take preference.
20.2 Should either Party wish to make any change to the body of this Agreement, including the annexures and/or the schedules, or to an SOW, such change shall only take effect once reduced to writing and signed by both Parties. This same restriction applies to the waiving of this requirement, which cannot be overridden verbally or by action implying intention
20.3 Notwithstanding the signature date, this Agreement shall be regarded as commencing on the Effective Date and shall, unless terminated earlier in terms of this Agreement automatically terminate once the Services under this Agreement have been rendered by Global and all monies related thereto have been paid over by the Company to Global, unless a further agreement, replacing and superseding this Agreement, is concluded in writing
between the Parties
20.4 All obligations created in this Agreement shall survive change or termination of the business relationship between he Parties, unless such obligations have been expressly terminated in writing by both Parties.

## SEPARATE UNDERTAKINGS

21.1 Each undertaking in this Agreement shall be deemed to be and shall be construed as an undertaking separate and severable from every other undertaking given in terms of this Agreement.
21.2 No undertaking shall be limited or restricted by reference to or inference from any other separate acknowledgement and undertaking.
21.3 If any provision or undertaking in this Agreement is or becomes illegal, invalid or unenforceable, such provision shall be divisible and be regarded as pro non scripto, the emainder of this Agreement to be regarded as valid and binding

## 22 STATEMENTS OF WORK

22.1 Any new or additional services to be rendered by Global to the Company outside of the scope of this Agreement ("SOW Services") shall be detailed in a statement of work document ("SOW"), signed by both Parties
22.2 The SOW shall define the following:
22.2.1 The type of Services to be provided;
22.2.2 The scope of the new or additional products Deliverables and/or Services;
22.2.3 The approach to be followed;
22.2.4 The location(s) at which the Services are to be rendered;
22.2.5 The timeline, milestones and key Deliverables
22.2.6 Terms related to the provision of hardware and/or software under the SOW, including any terms related to licensing;
22.2.7 Special invoicing terms;
22.2.8 If required, any special limitations of the liability of the Parties under such SOW.
22.3 All provisions of this Agreement which are not expressly changed or excluded in an SOW or which do not conflic with any provision of an SOW, shall continue to bind the Parties in respect of the SOW Services.
22.4 Unless stated otherwise in an SOW, each SOW, as read together with this Agreement, shall form the sole basis of e agreement between the Parties as to its subject matter. Where there is a conflict between the terms of this Agreement and the terms of an SOW, the SOW will take preference.
22.5 Where there is a conflict between the terms contained in an SOW, and the Proposal submitted in terms of tha SOW, the SOW will take preference
22.6 Unless agreed otherwise between the Parties, any amendments to this Agreement, in terms of clause 20.2 shall apply to current SOWs at the time of such amendments.
22.7 The liability of the Parties under each SOW shall be separate from the liability of the Parties under the rest of he Agreement, and shall not be taken into account for purposes of determining the Maximum Liability of the Parties as stipulated in Clause 13.1. Unless otherwise

agreed between the Parties, each Party's total liability for damages for any claim arising out of an individual SOW shall be limited to the total fees payable for that SOW, subject to the terms of clause 13

## GOVERNING LAW

23.1 The Agreement is governed by South African law, without giving effect to any conflict of laws.
23.2 Subject to clause 18, this Agreement will be subject to the jurisdiction of the Courts of the Republic of South Africa.

## 24 EXCLUSIVITY

24.1 The Company acknowledges that Global may already have provided the same or similar services to other parties and that Global may have agreements similar to this Agreement with other parties
24.2 Where Global is aware of the same or similar services being rendered by Global to other parties, or agreements similar to this Agreement existing between Global and other parties, safeguards will be implemented by Global to protect the interests of the Company. Global undertakes to protect the Confidential Information of the Company as recorded in this Agreement.
24.3 Nothing in this Agreement shall be construed as creating an exclusive relationship between Global and the Company, or as precluding or limiting in any way the right of Global to render consulting or other services of any kind or nature whatsoever to any person or entity as Global, in its sole discretion, deems appropriate.

GENERAL
25.1 Notwithstanding the provisions of clause 10 above, unless the Company expressly and in writing forbids such disclosure, Global shall have the right to use the name of the Company and a broad description of the Proiect as eference in proposals or similar submissions which it make to prospective clients
25.2 Either Party desiring to issue a news release advertisement or other form of publicity concerning efforts in connection with this Agreement shall obtain the written consent of the other Party prior to the release of such publicity, which consent will not be unreasonably delayed or withheld.
25.3 The relationship between the Parties shall be one of the utmost good faith and each Party undertakes to observe the utmost good faith towards the other, and to act reasonably with respect to matters that relate to the Agreement.
25.4 This Agreement, or any SOW, may be executed in counterparts, each of which together constitutes a single agreement between the Parties thereto, but shall not be effective until each Party has executed at least one counterpart. Each such counterpart shall be deemed to be an original thereof, but all the counterparts shall together constitute the same instrument.
25.5 No latitude, extension or other indulgence which may be given or allowed by any Party ("the Grantor") to any othe Party in respect of any obligation under the Agreemen shall under any circumstances operate as a waiver or novation of, or otherwise affect, any of the Grantor's rights in terms hereof or arising herefrom, or preclude the

Grantor from enforcing at any time and without notice trict and punctual compliance with each and every provision or term hereof.
25.6 The Parties agree that the rule of construction that the Agreement or any SOW shall be interpreted against the Party responsible for the drafting of the Agreement, shall not apply.
25.7 The Parties shall each pay their own costs of negotiating, drafting, preparing and implementing this Agreement.

## REPRESENTATION

26.1 Global represents and warrants that it has the required power and necessary authority to enter into this Agreement and to consummate the transaction contemplated herein. The Global Representative, as defined in annexure A, warrants that $\mathrm{s} / \mathrm{he}$ has the necessary authority to represent Global and to sign this Agreement on behalf of Global.
26.2 The Company represents and warrants that it has the required power and necessary authority to enter into this Agreement and to consummate the transaction contemplated herein. The Company Representative, as defined in annexure $A$, warrants that $s / h e$ has the necessary authority to represent the Company and to sign this Agreement on behalf of the Company.

## 27 DOMICILIUM CITANDI ET EXECUTAND

27.1 The Parties select as their respective domicilia citandi et executandi, and for the purposes of giving or sending any notice provided for or required in terms of this Agreement, the addresses as described in annexure A, or such other address or telefax number as may be substituted by notice given as herein required.
27.2 Any notice addressed to a Party at its physical or posta address shall be sent by prepaid registered post, or delivered by hand, or sent by telefax.
27.3 Any notice shall be deemed to have been given
27.3.1 If posted by prepaid registered post, 7 (seven) days afte the date of posting thereof;
27.3.2 If hand delivered, on the day of delivery; or
27.3.3 If sent by telefax, on the date and time of sending of such telefax, as evidenced by a fax confirmation printout.
27.4 Global and the Company may communicate with each other by electronic means; provided that electronic communication will not be acceptable for formal notice required to be given under this Agreement. Such communication is acceptable as a signed written notice to the extent permissible under any applicable law
27.5 The provisions of this clause 27 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force.


## ANNEXURE A - REPRESENTATION AND DOMICILIA

| Physical Address: | M03 Mamzar Lagoons Building, Al-Mamzar |
| :--- | :--- |
| Postal Address: | P.O.Box 90329 <br> For attention: Consulting QRM Department |
| Telefax Number: | +97142965576 <br> For attention: Consulting QRM Department |
| E-Mail Address: |  |

## Global Representative:

| Name: | Mr. Sanjay |
| :---: | :---: |
| Position: | Project Director |
| Contact Details: | +971502877423 |
| Nulane Addresses: |  |
| Physical Address: | $1^{\text {st }}$ Floor, East Wing, 11 Alice Lane, Sandton 2196 For attention: Mr. Dinesh Patel |
| Postal Address: | $1^{\text {st }}$ Floor, East Wing, 11 Alice Lane, Sandton 2196 For attention: Mr. Dinesh Patel |
| Telefax Number: | $0867331628$ <br> For attention: Mr. Dinesh patel |
| E-Mail Address: | projects@nulanesa.co.za |

## Company Representative:

Company Representative:

| Name: | Mr. Dinesh Patel |
| :--- | :--- |
| Position: | Projects Director |
| Contact Details: | 0117848618 |

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ANNEXURE B - GLOBAL CORPORATION BANKING

| Name of bank: | National Bank of Abu Dhabi |
| :--- | :--- |
| Bank Address: | P.O.Box 45493, Sharjah, UAE |
| Currency of Account: | United States Dollars |
| Account holder: | Global Corporation LLC |
| Account number: | 6202119780 |
| SWIFT code: | NBADAEAASHA |

Any changes to the above banking details of Global will be advised by Global to the Company in writing. In the event of the Company receiving what appears to be an instruction from Global amending the Global 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 Global Project Director


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Please initial here


## ANNEXURE C - BACKGROUND TO THE PROJECT

This annexure describes the background to the Project, as contemplated in clause Error! Reference source not found. of this Agreement, but is included in this Agreement for information purposes only, and does not form part of this Agreement or confer obligations on either Party.

## Mission Statement

South Africa's rich and textured history, inform and guide the City for Tomorrow to be a community that meets the vital human needs of the present, while prepared to meet the needs of the future through balanced ecological, economic, and community systems.
The City for Tomorrow is a safe, healthy, and viable community for human interaction, education, employment, recreation, housing, commerce, and cultural development.

## Guiding Principles:

The Free State Province desires the preparation and commissioning of a Master Plan and the schematic design for the City of Tomorrow. The high-level deliverables for the Project are listed below:

- Create a New Dynamic ‘Global City’
- Create a Green City (COP 17 - Climate Change Conference)
- Create a Healthy \& Vibrant Community
- Create New Central Focus of the Province
- Improve Accessibility to City Services
- Provide Primary Residential Opportunity to Government Sector Employees
- Provide Affordable \& Diverse Housing Options
- Provide Transit-Oriented Development
- Provide Housing Close to Employment Sectors
- Provide Jobs for 15-35 Years Age Group
- Improve Employment Opportunities to Appeal to College Educated and Others Making up "Brain Trust"
- Integrate Science and Technology Research \& Development Hub for Education and Employment
- Utilize \& Expand Upon Existing Rail and Power Infrastructure


## Sustainability Vision

- Create a robust framework for a sustainable community;
- Maximize the use of microclimatic effects to enhance external thermal comfort;
- Deliver high quality public realm areas;
- Maximize energy efficiency and reduce carbon emissions across the site;
- Reduce car use and provide low emission and mass transportation options;
- Maximize water efficiency, reduce water consumption, and maximize water recycling;
- Promote sustainable waste management; and
- Establish procurement policies that specify products and materials with high sustainability performance.


## Key Sustainability Themes

- Urban and Community Form;
- Energy;
- Water;
- Transportation and Mobility;
- Ecology and Landscape; and
- Material and Waste

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## ANNEXURE ‘D’ - PROJECT FEES \& PAYMENT SCHEDULE

## PROJECT FEES

The Total Contract Value is US $\$ 10$ million (US Dollars Ten million only).

## PAYMENT SCHEDULE

Invoices for fees and expenses are presented monthly during the Project in accordance with a payment schedule to be agreed between the Parties.

The Project Cost will be paid by the Company to Global without deduction or set-off as follows:

1. Five (5) equal monthly instalments payable by the Company to Global in advance every month, commencing with the first payment within seven (7) days after the Company issues Global with a written "Notice to Proceed" and thereafter within seven (7) days upon delivery of each monthly milestone succedding the month in which the commencement date occurs
2. The sixth and final payment will be paid in arrears sixty (60) days after global has presented its final deliverable to the Company and both parties have signed off on the Project as presented and delivered by Global.

Each instalment of the Project cost will be paid by the Company by Electronic Funds transfer into such Bank account as Global may notify in writing to the Company from time to time.


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## ANNEXURE "E" - FORM OF STATEMENT OF WORK (SOW)

Day Work Stream 1 Scope \& Deliverables

0 Visioning Workshop
Regional Analysis
Site Selection
Opportunerties and Constraints
Conceptual Master Plan Alternatives

30 Workshop 2 - Preferred Concept / Site Selection
Preferred Master Plan
Preferred Land Use Plan
Open Space and Landscape Plan Concept
Circulation and Transportation Plan
Preliminary Character Images
Preliminary Market Study Analysis
Preliminary Transportation Strategies and Alternatives Preferred Conceptual Plan

60 Workshop 3 - Conceptual Plan Presentation Preferred Conceptual Plan
Statistical Land Use Summary
Preferred Land Use Diagram
Preliminary Open Space and Amenities Diagram Preliminary Circulation Diagram Draft Concept Master Plan Resort Draft Concept Master Plan Presentation Final Concept Master Plan

90 Concept Master Plan Presentation Final Master Plan Report Production Site Analysis
Road Hierarchy and Accessibility
Street Sections
Land Use Plan and Statistical Summary
Illustrative Plan
Concept Landscape Design
Phasing Diagram
Preliminary Infrastructure Utilities
Preliminary Security Diagram
Preliminary Branding Concepts and Strategy
Electronic Massing Model
Artist Renderings
Conceptual Development Design
Character Images
Phase 1 Strategic Land Use Plan
Phase 1 Alternative Plans
Develop Site Character Images
120 Workshop 4 - Preferred Site Plan and Presentation
Draft Circulation and Transport System
Draft Site Design of Government Centre
Draft Site Design of Community Facilities and Amenities Draft Site Design of Plaza/Parks/Public Realm
Draft Site Design of Streetscapes/Sections

Work Stream 2 Scope and Deliverables
Workshop 1
Site Visit
Programming Workshop
Development of Finalized Programme Brief
Preliminary Design Alternatives
Workshop 2 - On Site Project Envisioning Development of Refined Concept Alternatives
Development of Preferred Alternatives
Development Design Documentation \& Report

Workshop 3 - Concept Design Presentation Begin Schematic Design Work

## Site Plans

Floor Plans
Building Elevations
Building Sections
Enlarged Floor Plans
Reflected Ceiling Plans
Exterior Detailing
Interior Detailing
Door and Window Schedules
Mechanical Piping Plans
Mechanical HVAC Plans
Mechanical Equipment Schedules
Electrical Power Plans
Electrical Lighting Plans
Telecommunication Plans
Electrical Riser Diagrams
Fire Alarm Rise Diagrams
Structural Foundation Plans
Structural Framing Plans
Structural Details
Structural Wall Sections
Stair and Elevator Details

## Workshop 4 - Schematic Design Progres

Grading and Topographic Plans
Utility Plans
Storm Water Plans
Civil Engineering Details
Landscape Planting Plans


150 Draft Phase 1 Site Plan and Presentation
Circulation and Transportation System
Site Design of Government Centre
Site Design of Community Facilities and Amenities
Site Design of Plaza/Parks/Public Realm Site Design of Streetscapes/Sections

Final Phase 1 Site Plan Report and Guidelines

Irrigation Plans
Planting Schedules

Schematic Level Performance Specifications

Workshop 5 - Handoff Meeting of 100\% SD


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## SIGNATURES

THUS DONE AND SIGNED at $\qquad$ by Global on this the $\qquad$ day of $\qquad$ -.

[^177]

## "UAE5" p 51

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 23 July 2012 08:10 |
| To: | sanjay grover |
| Subject: | FW: BOP FOR GLOBAL |
| Attachments: | GLOBAL CORPORATION LLC pop.docx |

## -----Original Message-----

From: Joleen Roux
Sent: Monday, July 23, 2012 9:09 AM
To: Ashu
Subject: FW: BOP FOR GLOBAL

Hi Sir

Please see attached Swift for the Global payment

Regards
Joleen Roux
-----Original Message-----
From: Bilqees Shah [mailto:credit2.rsa@statebank.com]
Sent: 23 July 2012 08:57 AM
To: Joleen Roux
Cc: Ugeshni Naidu
Subject: RE: BOP FOR GLOBAL

Hi there please see attached

Bilqees Shah
Assistant credit
11 Cradock Avenue, 3rd floor,
The Mall Offices, Rosebank
2132
Tel (011) 7784500
Fax (011) 788 6769/ 0118804746
E-mail: credit2.rsa@statebank.com
Our New Fee Structure applicable from 1 October 2011 is available on our Website. Please visit www.statebank.co.za under quicklinks
-----Original Message-----
From: Joleen Roux [mailto:JoleenR@sahara.co.za]

Sent: 18 July 2012 02:58 PM
To: credit2.rsa@statebank.com
Cc: Ugeshni Naidu
Subject: BOP FOR GLOBAL

Hi

Please see attached BOP for payment due tomorrow.

Kindly send me the swift copy once its available.

Regards
Joleen Roux

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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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SJHB

## "UAE5" p 53

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[^179]

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[^181]

[^182]

| From: | Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za) |
| :--- | :--- |
| Sent: | 22 July $201307: 33$ |
| To: | sanjay.grover@hotmail.com |
| Subject: | FW: Proforma Invoice (Quotation) 504805 - *** SAHARA COMPUTERS (PTY) LTD *** |
| Attachments: | EML83148443.PDF |

## From: Ashu

Sent: 22 July 2013 08:32 AM
To: Ashu
Subject: Proforma Invoice (Quotation) 504805 - *** SAHARA COMPUTERS (PTY) LTD ***

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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: | 22 July 2013 07:37 |
| To: | Ugeshni Naidu |
| Subject: | FW: Proforma Invoice (Quotation) 504805 - *** SAHARA COMPUTERS (PTY) LTD *** |
| Attachments: | EML83148443.PDF |

## From: Ashu

Sent: 22 July 2013 08:32 AM
To: Ashu
Subject: Proforma Invoice (Quotation) 504805 - *** SAHARA COMPUTERS (PTY) LTD ***

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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: | Sanjay Grover [sanjay.grover@hotmail.com](mailto:sanjay.grover@hotmail.com) |
| :--- | :--- |
| Sent: | 03 February 2014 12:04 |
| To: | Ashu; Sanjay Grover |
| Subject: | GLOBAL MASHREQ BANK USD DETAILS |


| FOR USD |  |
| :--- | :--- |
|  |  |
| BENEFICIARY DETAILS: |  |
| BENEFICIARY NAME | GLOBAL CORPORATION LLC |
| ADDRESS | M 03,MAMZAR LAGOONS BLDG |
|  | AL MAMZAR, P O BOX 90329 DUBAI, |
| UAE |  |

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

```
From:
Sanjay Grover <sanjay.grover@hotmail.com>
29 September 2014 07:17
Ashu; Sanjay Grover
Fwd: marhaba services - Booking Id # M4128764
```

Sent from my iPhone
Begin forwarded message:
From: Marhaba Services [marhaba@marhabaservices.com](mailto:marhaba@marhabaservices.com)
Date: 29 September 2014 09:47:15 GMT+4
To: [sanjay.grover@hotmail.com](mailto:sanjay.grover@hotmail.com), [sanjay.grover@hotmail.com](mailto:sanjay.grover@hotmail.com)
Subject: marhaba services - Booking Id \# M4128764

| marhaba services - BCociel | ooking | g Id \# M4128764 |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| We are pleased to inform you that we have created the booking for marhaba services as pe your request. <br> The details are as below: |  |  |  |  |  |
| Booking Id |  |  | M4128 |  |  |
| Booking Status |  |  | Confirm |  |  |
| Booking Created On |  |  | 29-SEP | 214 09:36 |  |
| Customer Account |  |  | $\begin{aligned} & \text { DMR3 } \\ & \text { LLC } \end{aligned}$ | - GLOBAL | ORPORATION |
| marhaba services Voucher No. |  |  |  |  |  |
| Total Amount |  |  | AED 325.00 |  |  |
| Handling Remarks |  |  | (Arrival ) VVIP HANDLING C/O SALeSteam.......PAX TRAVELLING 1ST CLASS..PLS ENSURE BUGGY CAR...CTC MR SANJAY \# 05028774235390638 pls Check with pax If they would LIKE TO USE EK1ST CLASS Lounge.......SDC/SDO TO OVERSEE HANDLING. |  |  |
| Flight Details |  |  |  |  |  |
| Filighe ${ }^{\text {a }}$ Filight Date |  | ervice Airport | Terminal | A/D | Org/Dest |
| $\text { EK0765 } \begin{aligned} & \text { 29/09/2014 } \\ & 14: 40 \end{aligned}$ | Dub | Dubai International irport | T3 | Departure | DXB/JNB |
| $\text { EK0511 } \begin{array}{\|l\|l} 29 / 09 / 2014 \\ 12: 45 \end{array}$ |  | ubai International irport | T3 | Arrival | DEL/DXB |
| Passenger Details |  |  |  |  |  |
| Title Name | Gender Service Details |  |  |  | Service Status |
| RAJESH <br> MRKUMAR <br> GUPTA | M | family transfer service from T3 to T3 |  |  | Confirmed |

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| MS | AARTI <br> GUPTA | F | family transfer service from T3 to T3 | Confirmed |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Service Details |  |  |  |  |  |
| Service Name | Quantity | A/D | Special offer | Amount | Remarks |
| family transfer |  |  |  |  |  |
| service from T3 to T3 | 2 | Arrival |  | 325.00 |  |
| Total Amount |  |  |  | 325.00 |  |

Thank you for using marhaba services. We provide a range of meet and greet services at Dubai, Bahrain and Al Maktoum International Airport, available 24 hours a day. Whether you want to roll out the red carpet, or simply ensure your guests arrive relaxed-knowing they are in safe hands marhaba will deliver on your promise of a warm welcome.

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For Departures: Kindly ensure to report 3 hours prior to the flight departure at the respective terminal. For assistance kindly contact our representatives at the following numbers:
For Terminal $1-+971505537256 /+97142162642$
For Terminal $2-+971509509707$
For Terminal 3-+971509509689/+97145047056

Kindly notify us for any amendment / cancellation 08 hours prior to the flight time.
Please call on +97143898989 or log on to www.marhabaservices.com for more information on our Products.
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Cancellation and Amendment call on $+971505523297 /+971509509093$. To view Terms and conditions log on to www.qulfventures.com/en/terms-conditions.html
For Aquaventure, Lost Chambers :
Cancellation and Amendment call on +971551100151/ +97144261275.
For Dolphin Bay :
Cancellation and Amendment call on +97144261030 .To view Terms and conditions log on to www.atlantis.com/termsandconditions.aspx

Cancellation Policy: 72 hours or more prior to departure $50 \%$ cancellation fee; No-show or within 72 hours prior to departure $100 \%$ cancellation fee

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| From: | Akash Khandelwal [akash@khandelwalassociates.com](mailto:akash@khandelwalassociates.com) |
| :--- | :--- |
| Sent: | 03 March 2016 10:41 |
| To: | 'VIDYA MUDALIAR'; 'Vidya Mudaliar' |
| Cc: | 'Mukul T'; 'Ashu Chawla' |
| Subject: | LCR Assessment |
| Attachments: | Shivani SA Passport.pdf; From Global to Mrs Achala Gupta.jpg |

Dear Vidya,

Please check and confirm, if we can file the below letter and enclosed attchmnets with the department in LCR's Income Tax case.

Dated: 03.03.2016
Income Tax Officer,
Ward 15(1),
Room No. 308A, $3{ }^{\text {rd }}$ Floor,
C. R. Building, I. P. Estate,

New Delhi
Reg: LCR Investments Private Limited
G2, Swastik Bhawan, Ranjit Nagar, Commercial Complex
New Delhi 110008
PAN: AAACL7461R
Sub: Assessment Proceedings for A. Y. 2013-14
Dear Sir,
As desired clarification regarding source of funds in the bank account of Mrs. Achla Gupta for extending loan to assessee company is as follows: -

It is submitted that Mrs. Shivani Gupta is old loan creditor. She is a NRI being person of Indian Origin. Copy of her South African passport confirming that she is a Non Resident Indian is enclosed.

It is submitted that the gift of US Dollars 1,99,936.50/- equivalent to Rs. 1,07,38,424/- was given by Mrs. Shivani Gupta to Smt. Achla Gupta out of own funds held abroad, copy of Foreign Inward Remittance Certificate from Global Corporation LLC in which Mrs. Shivani Gupta is Shareholder, being proof of funds being remitted from outside India issued by Oriental Bank of Commerce having Reference No. 999540014600113 is enclosed. The remark on FIRC is clearly mentioned that the funds were transferred from Non Resident for family maintenance. Gift confirmation from Mrs. Shivani Gupta having made the gift infavour of Mrs. Achla Gupta, the loan creditor, has already been placed on record at Page No. 191. Copy of Wealth Tax Assessment Order of Mrs. Achla Gupta for the A. Y. 2013-14 has also been placed on record at Page No. 192 to 193.

Further you had issued Notice u/s 133(6) of I. T. Act 1961 to Mrs. Achla Gupta and in response thereto she had confirmed that the funds in her account for making investment with the assessee company were received from Mr. Shivani Gupta out of her own resources held abroad.

Thus, from the aforesaid sequence of events and documentary evidence placed on record, it is established that Mrs. Achla Gupta had sufficient funds for making investments with the assessee company. The assessee has fully discharged its onus of proving the creditworthiness and genuineness of the loan creditor.

Hope you will find the above in order. In case any other information is desired the same may be communication to enable the assessee to produce the same.

Thanking you,

Yours faithfully,
(Akash Khandelwal)
Chartered Accountant

## Best Regards,

Akash


ORIENTAI, BANK OF COMMERCE
AMBALA ROAD, SARARANPUR
SHANTI BHAWAN, AMBALA
RD, SAHARANFYR

Ref Num : 999840014600113
Bill Type : IWRMG/IRTT
SAHARANPUR RA FYR

CERTIFICATE OF FORETGN INWARD REMITTANCE
thereof were paid
(a) to the beneficiary

ACHLA GUPTA W/O ANIL KUMAR
69. MISSION COMPOUND SKE
on
SAHARANPUR -
BY CASH
BY PAY ORDER
(b) BY CREDIT To Current/Saving/Cash credit Account with us 002,02010030880
of beneficiary Bank of beneficiary

GLOBAL CORPORATXON LLC
residence of remitter Name and address of remitting bank

DD/TT/MT No.
Foreign currency amount INR equivalent
Favouring USD 199936 dent 14-02-2013 Currouring ACHLA GUPTA 10740589.00
--ner-m conversion details are as below

| From Currency /Amount |  |
| :--- | :--- |
| Purchase : USO | 199936.50 |

mantir maintinanceremitter
non-conso certify that the payment thereof hashas
-convertible rupees or under any special trade or not been received in REMARKS:- $\quad$ rm that we have obtained reimbursement in an papts agreement.


| From: | Akash Khandelwal [akash@khandelwalassociates.com](mailto:akash@khandelwalassociates.com) |
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Yours faithfully,
(Akash Khandelwal)
Chartered Accountant

## Best Regards,

Akash


Second Submission to the

Commission of Inquiry into Allegations of State Capture ['Zondo Commission’]
regarding the

Estina/Vrede Integrated Dairy Project
by

Shadow World Investigations

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| A | SWI created spreadsheet providing running balances/tallies for annexure LEDG1 below |
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| G | Diagram of the Aerohaven Loan-Back Scheme |
| H | Full list of relevant transactions related to the benefits accruing to the Gupta enterprise related to Tranches 0-7 |
| LEDG1 | 'Bank Summary Amended.xls' - spreadsheet extracted from \#Guptaleaks acting as ledger and accounting records for offshore enterprises run by the Gupta enterprise |
| LEDG1a | Email from Suresh Tuteja to 'Tony Gupta', 30 April 2014, forwarding the email in Annexure M1 |
| LEDG1b | Email from Ashu Chawla to Rana Kumar and a separate Ashu Chawla address, 29 April 2014, forwarding an email originally from Suresh Tuteja to Ashu Chawla on 25 April 2014 |
| LED1c | Snapshot of Annexure Q related to the deposit of Estina funds |

Second Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI

| LEDG2 | 'Funds 13-14.xls' - second spreadsheet extracted from \#Guptaleaks <br> acting as ledger and accounting records for offshore enterprises run <br> by the Gupta enterprise |
| :--- | :--- |
| I | Estina Pty Ltd FNB statements for account 62505753906 <br> attached as EN5 - EN8 to the Provisional Curator's Report in Case <br> $1778 / 2018$ |
| J | Estina Pty Ltd FNB statements for call account 62611308554 |
| K | Estina Pty Ltd Stanlib unit trust statement for account 532028173 <br> Estina funds for the first six tranches of payments <br> TRD0- |
| TRD7 | Emails from \#Guptaleaks regarding the roles of Sanjay Grover and <br> Tuteja, and links and/or benefits shared between the Gupta enterprise <br> and Accurate Investments, Gateway Limited, Global Corporation LLC <br> and Fidelity Enterprises |
| UAE1-5 landering systems used to launder and dissipate |  |

## Executive Summary and Recommendations

1. This constitutes Shadow World Investigation's second submission to the ‘Zondo Commission’ regarding the Estina/Vrede Dairy Scandal. This submission sets out the manner in which the Gupta enterprise laundered and dissipated funds paid to Estina by the Free State Department of Agriculture.
2. Between the $11^{\text {th }}$ of June 2012 and the $5^{\text {th }}$ of May 2016, Estina was paid R280.2m by the Free State Department of Agriculture in eight tranches. These funds were paid to Estina in fulfilment of an agreement that envisaged that Estina would deliver a dairy farm (the Vrede Integrated Dairy Project) in the town of Vrede in the Free State. Estina agreed to invest its own share of funds (R220m), and also oversee the division of shares or benefits in the company to local beneficiaries to uplift the local economy.
3. The traceable-endpoint of the funds paid by the Department to Estina on a tranche-by-tranche basis is set out in the table below:

Table 1: Summary of Beneficiaries by Tranche

| Tranche Number | Amount Paid by the Free State Government and Date of Payment | Traceable End-Point of Funds (linked to Gupta Enterprise companies) | Amount |
| :---: | :---: | :---: | :---: |
| 0 | R30m on $11^{\text {th }}$ of June 2012 | Linkway Trading | \$ 1347000 |
|  |  | Oakbay Investments | \$200 000 |
|  |  | Star Engineering | \$72 231.14 |
|  |  | Lin Yu Ju | \$50 000 |
|  |  | Shivani and Achla Gupta | AED 737220 |
|  |  | Suspected Hawala Transfers | AED 735825 |
| 1 | R34.95m on | Vargafield | R13.4m |
|  | $\begin{aligned} & 18^{\text {th }} \text { of April } \\ & 2013 \end{aligned}$ | Gateway Limited | Approximately R4.4m |

6

|  |  |  | Linkway Trading | R157 320 |
| :---: | :---: | :---: | :---: | :---: |
|  |  | Unknown Recipients | R6.4m |
| 2 |  |  | R30m on $26^{\text {th }}$ of <br> April 2013 | Oakbay Investments | \$3m |
|  |  | Idea for Life General Trading |  | \$65 270.39 |
|  |  | Third Eye Enterprises |  | AED125 000 |
|  |  | Revelin Global Pty Ltd |  | AED 73222 |
|  |  | Australia |  |  |
|  |  | Global Corporation |  | \$95000 |
|  |  | Unidentified Offshore Recipient |  | \$108 932.40 |
|  | 3 | $\begin{aligned} & \text { R19 } 050000 \text { on } \\ & 3^{\text {rd }} \text { of May } 2013 \end{aligned}$ | Linkway Trading | \$1986 000 |
| 4 |  | $\begin{aligned} & \text { R29 } 950000 \text { on } \\ & 20^{\text {th }} \text { of } \\ & \text { December } 2013 \end{aligned}$ | Vargafield Pty Ltd | R18.237m |
|  |  | UTI South Africa | R5.825m |
| 5 |  |  | R30m on $25^{\text {th }}$ of July 2014 | Estina Pty Ltd at FNB | R15.79m |
|  |  | Vargafield Ltd |  | R14.2m |
| 6 |  | R60m on $8^{\text {th }}$ of <br> May 2015 | SARS/VAT with Reference 4650257167 vc 2015062 | R28 590349.74 |
|  |  |  | SARS Efiling (003597728) | R183,002.78 |
|  |  |  | SARS Efiling (0036288104) | R19,711.23 |
|  |  |  | Vargafield | R3,116,479.10 |
|  |  |  | Gateway Limited | R45 091652.20 (commingled with funds from Tranche 5) |
| 7 |  | $\begin{aligned} & \text { R46 } 252652 \text { on } \\ & 5^{\text {th }} \text { of June } 2016 \end{aligned}$ | SARS/VAT with Reference 4650257167vc2015062 | R5,384,412.26 |
|  |  |  | Gateway Limited | R40,737,452 |

4. As the above indicates, of the R280.2m paid to Estina by the Free State Department of Agriculture, only a fraction was ever used to pay for services or products related to the Vrede Dairy Project.
5. Instead, the vast majority of the funds were transferred from Estina's bank accounts into accounts controlled by the Gupta family and their criminal network, which we call the Gupta enterprise.
6. Estina's bank records show that of the total funds deposited into Estina's bank accounts with Standard Bank and FNB:
a. R59 505875 was paid to Vargafield PTY Ltd, a company registered in South Africa and controlled by the Gupta enterprise ${ }^{1}$;
b. R205 666396.82 was paid to Gateway Limited, a company registered in Dubai and controlled by the Gupta enterprise, of which \$3 330700 was paid to Linkway Trading and \$3 100000 to Oakbay Investments;
c. R34 563580.12 was paid to SARS for various VAT related bills
7. Internal Gupta enterprise ledgers emanating from the \#Guptaleaks allows us to trace the disposition of some of the payments made to Gateway. In this regard, we note that the following amounts were transferred to the ultimate benefit of the Gupta Enterprise, as indicated above:
a. $\$ 3330700$ to Linkway Trading from Gateway Limited, which was paid against invoices raised related to the Sun City wedding;
b. $\$ 3100000$ paid to Oakbay Investments Ltd by Gateway Limited.
8. The diversion of funds from Estina into the accounts of Gupta enterprise was facilitated and disguised by means of an elaborate money laundering scheme that made use of extensive offshore structures. Within South Africa, these money laundering schemes relied, inter alia, on the banking facilities provided by Standard Bank, First National Bank and the Bank of Baroda.
9. The laundering of these funds in this way created the false impression that Estina was raising funds of its own to invest in the project, independent of the
[^185]Free State Department of Agriculture, as required by its contractual agreement with the Free State government.
10. An analysis of Estina's bank records show that Estina's bank accounts, and those controlled by its sole director Kamal Vasram, received a total of R891 823530.33 in deposits. Of this:
a. R280 202652 paid by the Free State Government
b. R 5145897.12 was earned in interest in Estina controlled accounts
c. R584 310029.40 was paid into the Estina and/or Kamal Vasram's accounts as round-tripped funds, whose ultimate source was, in fact, the R280m paid by the Free State government;
d. R22 164951.81 was paid into Estina controlled accounts from other sources.
11. As this shows, only R22 164951.81 was paid into Estina's account from sources other than the Free State government during the period from 2012 to 2016. Estina thus clearly failed to raise or invest even a fraction of the total amounts deposited into its accounts, and considerably less than the amounts envisaged as part of its agreement with the Free State government.
12. The intended beneficiaries of the scheme - the local communities of Vrede and Warden - did not receive any notable material benefit from the project. Instead, the material benefits were received by the Gupta enterprise.

## About Shadow World Investigations

13. Shadow World Investigations (hereafter SWI) is a not-for-profit limited liability company registered in the United Kingdom. SWI was formed by Andrew Feinstein and Paul Holden.
14. SWI's vision is of a global political environment in which those most responsible for the economic despoliation of grand corruption, including both perpetrators and enablers, are fully held to account for their crimes. At the same time, SWI believes that, with the right amount of political will, state institutions can be reformed in ways that inoculate them from the corrupting impacts of dirty money on democratic decision making.
15. SWl's mission, which aims to achieve its vision, is to detail and expose instances of corruption and its impact on democracy, human rights and sustainable development across the world in order to precipitate strong action against it.
16. SWI as an institution, and through its individual staff members, has a long history of undertaking complex investigations into politically sensitive issues of grand corruption. Both Paul Holden and Andrew Feinstein have published widely on South Africa's political economy, democracy and the impact of corruption on South Africa's social and political fabric. This has included four books written between Holden and Feinstein that have detailed the endemic corruption that tainted the notorious 1999 "Arms Deal."
17. Andrew Feinstein and Paul Holden were also directors of Corruption Watch UK, the predecessor organisation to SWI. Corruption Watch undertook numerous investigations into grand corruption related to the arms and extractive industries, with a particular focus on exposing the blurring of lines between the state and business.
18. While this submission is made by SWI, the lead author is Paul Holden. His CV was attached as Annexure A to SWI's first submission and is thus not attached here to avoid burdening the papers.


## Introduction

19. This submission is made by Shadow World Investigations to the Zondo Commission of Inquiry in terms of Rule 6 of the Rules of the Commission. The submission is intended to provide information to the Zondo Commission to assist the Commission in investigating allegations of state capture.
20. This submission follows, and should be read alongside, Shadow World Investigation's first submission to the Commission regarding the Gupta Enterprise and the Estina/Vrede Dairy Project. To avoid undue prolixity, we do not repeat, here, content or concepts introduced in the earlier submission. However, we do draw on concepts and content set out in the original submission where appropriate, hence our recommendation that both submissions should be considered jointly.
21. This submission consists of evidence-based findings regarding the Estina/Vrede Dairy Project, which falls within the ambit and scope of the Commission's mandate detailed in its terms of reference.
22. This submission, as reflected in the Index, is structured as follows:
a. Section 1: A brief preliminary discussion on the sources used and the implications of these sources for the Commission's work in addition to ancillary matters of housekeeping;
b. Section 2: A brief note on the failures of cases 168 and 1778 and the implications for this submission;
c. Section 3: An introduction to key money laundering concepts as they apply to the Estina/Vrede Dairy Project and the laundering of funds by the Gupta enterprise;
d. Section 4: A description of the primary corporate vehicles, both in South Africa and offshore, that were used to undertake the money laundering, including details of known banking facilities;
e. Section 5: A compilation of evidence emanating from the \#Guptaleaks and other sources showing the control exercised by the Gupta enterprise over the vehicles and entities described in Section 4;
f. Section 6: A brief discussion of the internal accounting documents compiled by the Gupta enterprise and discovered in the \#Guptaleaks, and how these have been used to trace the movement of funds through the Gupta enterprise;
g. Section 7: Detailed descriptions of how funds paid to Estina were laundered by the Gupta enterprise on a tranche-by-tranche basis;
h. Section 8: Conclusion


## Dramatis Personae

See the Dramatis Personae included in SWl's first submission


## Section 1: Sources and Admissibility

23. In compiling this submission, we have relied on a number of sources and documents that we believe the Commission already has in its possession. While this indicates that the Commission will be familiar with their content, we continue to undertaken an in-depth summary and discussion of these documents. We do this to provide cogency to this submission and to prevent the need to reference material evidence that is not addressed in the body of the text.
24. These documents have already been placed before the Commission, and/or other South African courts and are therefore within the public domain. As such, we do not foresee any issues with establishing their admissibility.
25. In any event, we take this opportunity to highlight our understanding that Commission's of inquiry are not courts of law and thus the rules of evidence and pleadings are considerably less strict than those of a court. A Commission can therefore inform itself of facts in any way it sees fit, including hearsay evidence, newspaper reports and other submissions. This is because a Commission's function is primarily designed to uncover the truth of a matter, and discovering the truth of a matter can sometimes be better achieved by a Commission by informing itself from a wide range of sources.
26. The primary sources upon which we rely in this submission are:
a. Documents submitted as part of the asset forfeiture proceedings against a number of individuals and entities related to the Estina/Vrede Dairy Project;
b. The \#Guptaleaks archive of emails and supporting documents;
c. Newspaper and media reports
27. As we believe that the majority of these documents are already available to the Commission, we do not attach all of them here as annexures to this
submission in order to reduce the size of this submission. We are happy to furnish these documents to the Commission should this be requested.
28. We do, however, provide a number of annexures, a full list of which is provided above. These annexures include the banking records upon which the evidence of the laundering of the Estina proceeds is based.


## Section 2: The Laundering and Use of the Estina Funds by the Gupta

## Enterprise

### 2.1 The Failure of Cases 168 and 1778

29. As the Commission is no doubt aware, the Asset Forfeiture Unit (AFU) attempted, on two separate occasions, to seize assets that they alleged were derived from the Estina scandal. In both cases, the applications were ultimately denied by the courts.
30. We do not traverse the claims and counter-claims made in this litigation; suffice to say that we believe that the AFU's applications were rejected due to the fact that the AFU failed to understand the operation of Bank of Baroda's 'pool account', which was fatal to the applications. This failure also meant that the Unit was unable to accurately describe the distribution and dispersion of funds from Estina, which ultimately appears to indicate that the AFU was not cognisant of the elaborate laundering techniques used by the Gupta enterprise.
31. This submission attempts to rectify the problems in the AFU's application, and thus present a substantially new version of how the Estina funds were dispersed. This is achieved by marrying the evidence presented in court by the AFU with, primarily, material from the \#Guptaleaks, and retracing the funds more completely.
32. Needless to say, we do not rely on the specific details and conclusions of the AFU's application, excepting that we agree that the Estina project was fundamentally fraudulent and that the majority of funds paid to Estina were used for activities other than farming, and ultimately to the benefit of the Gupta enterprise.

## Section 3: The Principle Mechanisms of Money Laundering in the Estina Case and Their Purpose

33. Broadly speaking, money laundering involves three principal steps:
a. Placement: the movement of cash from its source into a range of financial institutions or instruments, such as asset purchases etc.
b. Layering: The movement and conversion of the placed funds into multiple asset streams, involving numerous transactions designed to make tracing the original source of the funds difficult.
c. Integration: The movement of the previously laundered funds into the formal economy, usually through the banking system or through integration into company assets. By this stage, if the laundering has been successful, the integrated funds will have the imprimatur of normal, legal and legitimate business earnings.
34. The Gupta enterprise made use of a number of techniques to achieve the above. These techniques included:
a. Round-tripping: the payment of funds to a number of placeholder accounts, which may transfer funds to further associated placeholder accounts, where after they are transferred back to the original transmitting account. Round-tripping helps to disguise the origins of funds received into an account and can, when secrecy jurisdictions are used, create money flows that are difficult if not impossible to track. They also can create the impression of flows of income that can be used to launder funds.
b. Loan-backs: the process of taking out personal and/or business loans secured against the proceeds of crime. The proceeds of crime are laundered by 'loaning' them 'back', hence the name. Raising a loan in
this way provides an arms-length gap between the original source of the funds (in this case the Free State government), and the ultimate disposition of the funds. The holder of loan funds would be able to show that the source of the funds is a bank loan, rather than directly from a specific transfer(s) of funds, which can help to evade money laundering detection methods. The loan is either written off against the books of the company, or is settled by funds that appear to originate (or may in fact originate) from a different source.
c. Layering: as describe above
35. We submit that there are two obvious rationales for using these sophisticated money laundering techniques. The first would be to frustrate any attempt to investigate the dissipation of Estina's funds or bring civil or criminal proceedings for their recovery. One example of this tactic bearing fruit appears in the $1^{\text {st }}$ to $5^{\text {th }}$ applicants Heads of Argument in response to Case 1778/2018. ${ }^{2}$ At paragraph 92.1 it is stated:
[The] NDPP, on its own papers, puts up a case which, at its departure point, is fundamentally and irretrievably flawed. The NDPP alleges that the department paid R250 202652.00 to Estina, and that R143 950 000.00 of that was paid into Estina's Standard Bank account. From Estina's Standard Bank account an amount of R110 450000 was allegedly paid to the Bank of Baroda 'pool' account. However, what is not addressed at all by the NDPP is the fact that a total of R370 517 935.75 was paid out of the Estina Standard Bank account to parties other than the Bank of Baroda. This means that an amount of approximately R226 million more was paid out of Estina's Standard Bank account to parties other than the Bank of Baroda than was paid by the department to Estina. There were therefore monies in the Estina
[^186]Standard Bank account, on the NDPP's own version, which were not paid in by the department. ${ }^{3}$
36. As we will show in more detail below, this version of events as adduced by the $1^{\text {st }}$ to $5^{\text {th }}$ respondents was misleading. In fact, the funds from the Free State government were subject to an elaborate exercise of laundering and roundtripping, the effect of which was to create the impression that the Estina account received more in deposits than it received from the Free State government. Creating this impression provided a 'simple' means by which the Gupta enterprise could disprove an incautious forfeiture application.
37. Second, and related to the above, the round-tripping of funds into and out of the Estina account could have been used to 'prove' that Estina had met its obligations to the project by investing funds it had raised separate from the Department of Agriculture. Indeed, the $1^{\text {st }}$ to $5^{\text {th }}$ respondents in Case 1778/2018 relied on precisely this argument.
38. At paragraph 90 of the same heads of argument, it is argued that the

The loans to Kamal Vasram are in keeping with the obligation of Estina to also contribute several hundred million rand to the Vrede Integrated Dairy Project, which obligation appears inter alia from the NDPP's papers at page 283 and Exh 6 to the ENS report page 395. The loans are also in keeping with the fact that as recorded in the ENS report the department did not deliver on its funding obligations
39. As we show in more detail below, Aerohaven, a company owned and controlled by the Gupta enterprise, loaned amounts to Kamal Vasram, who immediately transferred the funds into Estina's Standard Bank account, from where they were dissipated to various beneficiaries. The Aerohaven loan accounts were settled by means of loans that Vasram simultaneously took out with the Bank of Baroda, which were secured against Fixed Deposits held by

[^187]Estina with the Bank of Baroda. Our calculations thus show that the
Aerohaven loans were raised against and settled with funds laundered from deposits made by the Free State Department of Agriculture.


## Section 4: The Gupta Enterprise's Corporate and Banking Structures Related to the Laundering of Estina/Vrede Dairy Funds

40. The Gupta enterprise encompassed a wide range of corporate vehicles falling under de facto or de jure control of the enterprise. Here, we set out the formal status of these corporate vehicles, and where possible, the known banking facilities of the offshore vehicles used to launder funds from Estina. We also describe how these entities were related to each other formally and informally.
41. Note, however, that we do not address every element of the Gupta enterprise's corporate structure, but limit our attention, here, to only those corporate vehicles used to receive and dissipate funds from the Estina/Vrede Dairy Project specifically. Nevertheless, even with this restricted view, it is apparent that the Gupta enterprises' corporate entities were closely interlinked in terms of directorship, ownership and control.
42. It should be noted that the corporate structures dealt with in more detail below were also used to receive, launder and dissipate funds from other criminal activities of the Gupta enterprise. This included laundering funds derived from 'success fees' earned against major Transnet contracts. Again, these are not addressed here, but will be dealt with in a further submission that will be made regarding the laundering of assets from Transnet contracts.

### 4.1. Accurate Investments (UAE)

Registration Number: A47/12/10/2913
Registered Address: P O Box 36216, Ras AI Khaimah U.A.E., Known shareholder(s): Sanjay Grover
43. Accurate Investments held banking facilities in the UAE as follows:

## Known Banking Facilities of Accurate Investments ${ }^{4}$

|  | US Dollar Denominated <br> Account | AED Denominated <br> Account |
| :--- | :--- | :--- |
| Standard Chartered | 01204077701 | 01204077701 |
| Bank of Baroda | Account exists but number <br> unknown | 90030200013180 |
| Mashreq Bank | 620330000019100040992 | Account exists but number <br> unknown |
| National Bank of Abu <br> Dhabi | None | None |

44. Accurate Investments held shares in the following Gupta enterprise entities:
a. $8.01 \%$ shareholding in Tegeta. This shareholding in Tegeta was owned alongside other Tegeta shareholders including Oakbay Investments (Pty) Ltd (29.05\%), Mabengela Investments (Pty) Ltd (28.53\%), Elgasolve (Pty) Ltd (21.5\%) and Fidelity Enterprises (12.91\%). ${ }^{5}$
45. Records emanating from the Guptaleaks show that Accurate Investments was used extensively to receive and dissipate funds ultimately derived from the Estina/Vrede Dairy Project. This included transferring funds that were invoiced against the cost of the Sun City wedding.

### 4.2. Aerohaven Trading (Pty) Limited

Registration Number: 2008/014743/07
Registered Address: 106A $16^{\text {th }}$ Road, Midrand, Gauteng
Known shareholder(s): Ronica Ragavan (100\% shareholding)
Known director(s): Ronica Ragavan

[^188]46. Aerohaven held shares in the following Gupta enterprise entities:
a. $25 \%$ shareholding in Blackedge Exploration (Pty) Ltd, alongside Oakbay Investments (Pty) Ltd (70\%), Mfazi Investments Pty Ltd (5\%). The sole director of Blackedge was Ashu Chawla and Ronica Ragavan its 'public officer', according to Sahara internal documents;
b. $10 \%$ shareholding in Gemini Moon Trading 254 (Pty) Ltd alongside Mabengela Investments (Pty) Ltd (81\% shareholding) and Mfazi Investments (9\% shareholding). The directors of Gemini Moon Trading 254 (Pty) Ltd were Rajesh Gupta and Duduzane Zuma;
c. $5 \%$ shareholding in Localiga (Pty) Ltd, alongside Oakbay Investments (Pty) Ltd (34\%), Mabengela Investments (Pty) Ltd (26\%) and RC Koekemoer (35\%). The sole director of Localiga was Ronica Ragavan;
d. 15\% shareholding in Mabengela Investments (Pty) Ltd, alongside Rajesh (Tony) Gupta (25\%), Duduzane Zuma (45\%), Fidelity Enterprises (10\%), Mfazi Investments (Pty) Ltd, (3\%) and Ashu Chawla (2\%). The directors of Mabengele Investments were Duduzane Zuma and Rajesh Gupta;
e. 10\% shareholding in Mabengela Resources and Energy (Pty) Ltd, alongside Mabengela Investments (Pty) Ltd (60\%), Oakbay Investments (Pty) Ltd (5\%), Mfazi Investments (5\%) and Fidelity Enterprises (20\%). The sole director of Mabengela Resources and Energy was Ravindra Nath;
f. $100 \%$ shareholding in Micawber 478 (Pty) Ltd, whose sole director was Ronica Ragavan;
g. $28 \%$ shareholding in S B Resources (Pty) Ltd alongside Hloma O Hlasele Trading (Pty) Ltd (25\%), P U Govender (5\%), Intombi Holdings (Pty) Ltd (5\%) and Mfazi Investments (Pty) Ltd (37\%). The directors of S B Resources were

PU Govender and R Govender and Ronica Ragavan its 'public officer', according to Sahara internal documents;
h. 25\% shareholding in Tegeta Resources (Pty) Ltd alongside Mabengela Investments (Pty) Ltd (15\%), Oakbay Investments (Pty) Ltd (25\%), Fidelity Enterprises (20\%) and Mfazi Investments (10\%). The directors of Tegeta Resources were R Govender, Ravindra Nath and Ashu Chawla. Ravindra Nath was its 'public officer', according to Sahara internal documents
47. Aerohaven held at least one bank account with ABSA, account number 4073485948.
48. Aerohaven was a central part of the Gupta enterprise, holding shares across multiple Gupta-linked companies that were associated with numerous scandals. With regards to Estina, Aerohaven was implicated in the laundering and recycling of funds ultimately derived from the Free State Department of Agriculture. As shown below, Aerohaven offered loans to the value of R22.6m to Estina director Kamal Vasram, who transferred the loan amounts directly into Estina's Standard Bank current account facility. Vasram repaid the Aerohaven loans through loans raised with Bank of Baroda against Fixed Deposit accounts held by Estina with Bank of Baroda. These Fixed Deposit accounts were ultimately derived from the Free State Department of Agriculture. This complicated loan-back structure added a layer of complexity to the movement of funds that served to disguise their ultimate source and destination, and could create the impression that Estina was raising its own funds separate from the Free State government.

### 4.3. Estina (Pty) Ltd

Registration Number: 2008/015033/07
Registered Address: Grayston Ridge Office Park, 144 Katherine Street, Sandown, 2146 alternatively 111 Shimbali Sands, Naviasha Road Sunninghill, 2191

Known Director(s): Anthony Last (resigned 2008), Kamal Vasram (appointed 1 August 2008 and resigned 1 July 2015), Soo Young Jeon (appointed 1 July 2015).

Known Shareholder(s): Kamal Vasram
49. Estina (Pty) Ltd held the following known banking facilities:

| Bank | Facility Type | Account Number |
| :--- | :--- | :--- |
| Standard Bank | Current Account | 310864860 |
| FNB | Business Account | 6250573906 |
|  | Money on Call | 626113058554 |
| Stanlib | Unit Trust | 532028173 |
| Bank of Baroda | Current Account | 92020200000255 |
|  | Fixed Deposit Receipt <br> Account | 92020300000189 |
|  | Fixed Deposit Receipt <br> Account | 92020300000300 |
|  | Fixed Deposit Receipt <br> Account <br>  <br>  <br> Fixed Deposit Receipt <br> Account | 92020300000249 |
|  | Fixed Deposit Receipt <br> Account | 92020300000350 |
|  | Fixed Deposit Receipt |  |
| Account |  |  |

### 4.4. Fidelity Enterprises (UAE)

Registration Number: Unknown
Registered Address: LOB15-514, PO Box 17870, Jebel Ali Free Zone, Dubai, UAE

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Known shareholder(s): Sanjay Grover
Known directors: Sanjay Grover
50. Fidelity held banking facilities in the UAE as follows ${ }^{6}$ :

|  | US Dollar Denominated <br> Account | AED Denominated <br> Account |
| :--- | :--- | :--- |
| Standard Chartered | 01923292301 | 01923292301 |
| Bank of Baroda | 90030200012009 | 90030200012008 |
| Mashreq Bank | 920330000019100041325 | Account exists but number <br> unknown |
| National Bank of Abu <br> Dhabi | None | None |

51. Fidelity held shares in the following Gupta enterprise companies:
a. 10\% shareholding in Mabengela Investments (Pty) Ltd, alongside Rajesh (Tony) Gupta (25\%) Duduzane Zuma (45\%), Aerohaven Trading (Pty) Ltd (15\%), Mfazi Investments (3\%) and Ashu Chawla (2\%). The directors of Mabengela Investments (Pty) Ltd were Duduzane Zuma and Rajesh Gupta.
b. 20\% shareholding in Mabengela Resources and Energy (Pty) Ltd, alongside Mabengela Investments (Pty) Ltd (60\%), Aerohaven Trading (10\%), Oakbay Investments (Pty) Ltd (5\%), and Mfazi Investments (5\%). The sole director was Ravindra Nath.
c. 200 ordinary shares (out of 1301) in Tegeta Resources and Exploration (Pty) Ltd, alongside Oakbay Investments (Pty) Ltd (450 shares), Elgasolve (Pty) Ltd (280 shares) and Mabengela Investments (Pty) Limited (371 shares). The directors of Tegeta Resources and
[^189]Exploration (Pty) Ltd were Ronica Ragavan, Ravindra Nath, Ashu Chawla and Nazeem Howa.
d. 25\% shareholding in Tegeta Resources (Pty) Ltd alongside Mabengela Investments (Pty) Ltd (15\%), Oakbay Investments (Pty) Ltd (25\%), Aerohaven Trading (25\%)and Mfazi Investments (10\%). The directors of Tegeta Resources were AK Gupta, V Gupta and N Howa, G Naidoo. Ronica Ragavan was its 'public officer', according to Sahara internal documents

### 4.5. Gateway Limited (UAE)

Registration Number: A47/04/11/3313
Registered Address: P O Box 36216, Ras AI Khaimah U.A.E alternatively D45, $12^{\text {th }}$ Floor, Amenity Centre, Tower 1, Ras al Khaimah, U.A.E. Known director(s): Sanjay Grover
52. Gateway Limited held banking facilities in the UAE as follows ${ }^{7}$ :

|  | US Dollar Denominated <br> Account | AED Denominated <br> Account |
| :--- | :--- | :--- |
| Standard Chartered | 02206949201 | 02206949201 |
| Bank of Baroda | Account exists but number <br> not known | 90030200012006 |
| Mashreq Bank | Account exists but number <br> not known | Account exists but number <br> not known |
| National Bank of Abu <br> Dhabi | None | None |

53. To the best of our knowledge, Gateway Limited held shares in one Gupta enterprise linked company, Alpha Computers. Alpha Computers was

[^190]registered in Singapore, and its directors included, inter alia, Ashu Chawla. Gateway Limited purchased the shares from SES Technologies, another Gupta enterprise entity based in India. Documents from the \#Guptaleaks show that that the payment for the shares was actually made from the accounts of Global Corporation LLC.
54. The 'UAE Ledgers' (of which more below) reflect two amounts of roughly $\$ 15$ (ZAR120 and ZAR130) described as 'Vargafield Gate Way shares 120ZAR' and 'Vargafield Gate Way shares 130ZAR.' As described below, Vargafield was a South African registered company whose sole director was Sanjay Grover, and which received considerable sums of money from Estina's South African banking facilities. This entry may imply that Gateway purchased shares in Vargafield at some point, although further investigation would be required to confirm this fact.

### 4.6. Global Corporation LLC (UAE)

Registration Number: Unknown
Registered Address: M 03, MAMZAR LAGOONS BUILDING, AL MAMZAR , P O BOX 90329 DUBAI, U. A. E

Known director(s): Sanjay Grover
Known shareholder(s): Shivani Gupta
55. Global Corporation LLC held banking facilities in the UAE as follows:

|  | US Dollar Denominated <br> Account | AED Denominated <br> Account |
| :--- | :--- | :--- |
| Standard Chartered | 01202116701 | 01202116701 |
| Bank of Baroda | 90030200012005 | 90030200012004 |
| Mashreq Bank | 640330000019100040083 | Account exists but number <br> not known |

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| National Bank of Abu <br> Dhabi | 6202119780 | 6202119544 |
| :--- | :--- | :--- |

56. We have not been able to establish if Global Corporation LLC held shares in other Gupta enterprise entities. However, in documents from the \#Guptaleaks, Global Corporation LLC claimed to their bankers that Shivani Gupta was a shareholder in the company. Shivani declared that she had granted a loan to Global Corporation, which was partially repaid. The proceeds of the repaid loan were to be used by Shivani to provide gifts to 'close relatives.' Emails from 2016 show that Shivani donated a 'gift' of \$199,936.50 to Achla Gupta.

### 4.7. Linkway Trading (South Africa)

Registration Number: 2007/009012/07
Registered Address: 106A 16 ${ }^{\text {th }}$ Street, Midrand, 1685
Known directors: KWE Thysse and Ronica Govender
Known shareholders: Islandsite Investments 180 (Pty) Ltd (53\% shareholding), Ronica Govender (25\% shareholding) and Pragat Investments (Pty) Ltd (22\% shareholding)
57. We are aware of a single bank account controlled by Linkway Trading, held at the Johannesburg branch of the State Bank of India, with account number 32620055720101
58. Linkway Trading was one of the most active of the Gupta enterprise accounts. The \#Guptaleaks emails show that Linkway Trading was used for a vast array of transactions that ultimately benefited the Gupta brothers. It is worth noting, in this regard, that the largest shareholder of Linkway Trading was Islandsite Investments 180 (Pty) Ltd. Islandsite Investments 180 was owned by Atul Gupta, Rajesh Gupta, Chetali Gupta and Arti Gupta, all of whom owned 25\% of the company. The four were also listed as directors.
59. In relation to the Estina/Vrede project, it is worth noting that Linkway Trading was used as the vehicle through which the costs of the Sun City wedding were paid, the funds ultimately derived from payments made by the Free State Department of Agriculture to Estina. Emails in the \#Guptaleaks also show that Kamal Vasram, the sole registered director of Estina, submitted monthly invoices to Linkway Trading for consultancy fees of R11 000 beginning in at least March 2011.

### 4.8 Oakbay Investments (Pty) Limited (South Africa)

Registration number: 2006/017975/07
Registered Address: Grayston Ridge Office Park, 144 Katherine Street, Sandown, 2146

Known Director(s): Ashu Chawla, Varun Gupta and Nazeem Howa Known Shareholder(s): Islandsite 180 Pty Ltd (40\% shareholding), Atul Gupta (30\%) and Chetali Gupta (30\%)
60. Known banking facilities of Oakbay included a current account held at the Bank of Baroda with account number 92020200000034 and an account at Absa with account number 4072149587.
61. Oakbay Investments sits at the centre of the formal Gupta enterprise, holding shares in a wide array of related entities, many of which have been connected to allegations of State Capture. We do not traverse these here. However, as we show below, Oakbay Investments received $\$ 3.1 \mathrm{~m}$ of funds that ultimately derived from payments made by the Free State Department of Agriculture to Estina.

### 4.9. Vargafield (Pty) Limited (South Africa)

Registration number: 2012/101734/07
Registered Address: 27 Voortrekker Road, Vrede, Free State
Known Director(s): Sanjay Grover
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62. We are aware that Vargafield held at least one South African bank account but are unaware of the exact details.
63. Vargafield was one of the largest recipients of funds from Estina derived from payments made to it by the Free State Department of Agriculture. It had entered voluntary liquidation by the time the NPA sought the seizure of assets in 2018. The sole director was Sanjay Grover, the Gupta enterprises' key administrator in Dubai. The \#Guptaleaks records indicate that the key Gupta enterprise employee Ashok Narayan controlled a Gmail address purporting to belong to 'Vargafield PTY Ltd.' The email address was vargafields@gmail.com.


## Section 5: The Administrative Control of the Gupta Enterprise's Offshore Network and Evidence That the Offshore Network Benefited the Gupta Enterprise

64. As the above discussion of the corporate structures involved in the Estina/Vrede scandal shows, there was a great deal of cross-ownership between the numerous corporate vehicles controlled by the Gupta enterprise.
65. Central to the operation of this network of companies were Sanjay Grover and Suresh Tuteja.
66. Documents from the \#Guptaleaks show that Grover was an Indian national born in 1960 in the town of Saharanpur. Saharanpur is the original hometown of the Gupta brothers.
67. During the Estina scandal, Grover was based in Dubai, from where he was responsible for the day-to-day management of Accurate Investments, Gateway Limited, Global Corporation LLC and Fidelity Enterprises, as well as serving as a director of Vargafield.
68. Tuteja was a long-time Gupta lieutenant. \#Guptaleaks records show that he was employed by JIC between 2011 and 2012. At some point prior to 2014, Tuteja appears to have relocated to India. Here, Tuteja was also involved in the day-to-day financial monitoring and tracking of the Gupta enterprises' UAE-based network. As we show below, it was Tuteja who sent Ashu Chawla the 'UAE Ledgers', which provide a record of the transactions taking place in the UAE network in 2013 and early 2014
69. The \#Guptaleaks emails show that, while Grover exercised administrative control or oversight of the accounts of the four offshore vehicles noted above, he did so at the explicit instructions of the controlling minds of the Gupta enterprise, Ashu Chawla in particular. They also show that the assets under
the control of the four offshore entities were used for the benefit of the Gupta brothers and other Gupta entities including Sahara Computers and SES Technologies.
70. Below, we set out a selection of emails and correspondence that shows the control exercised by Ashu Chawla and the Gupta brothers over the offshore network, as well as the evidence that the assets of the four offshore entities were used to ultimately benefit the Gupta enterprise.

### 5.1 Grover Told How to Account for the Use of Offshore Assets

71. The documents referred to hereunder are attached to this submission as Annexure UAE1
72. On the $12^{\text {th }}$ of February 2014, Ashu Chawla (ashu@sahara.co.za) emailed Sanjay Grover (sanjay.grover@hotmail.com) with the subject line 'Format Acc.xlsx.' The body of the email read:

Bhaiya,

PLEASE UPDATE THIS SHEET EVERYDAY IN THIS FORMAT

THANKS
ASHU
73. Attached to the email was a Microsoft Excel workbook titled 'Format Acc.xlsx'. The workbook included 6 worksheets titled 'Global’, 'Fidelity', ‘Gateway', 'Accurate', 'Cash' and 'Summery' [sic]. Each worksheet consisted of preformatted sections for transactions and balances to be recorded in relation to each of the four companies, as well as cash-in-hand. The four company worksheets were further divided so that transactions were recorded for each of the company's offshore banking facilities. The 'summery' [sic] worksheet provided space to indicate balances for each company and account.
74. The \#Guptaleaks records show that Grover updated this Excel workbook on a regular basis, which was forwarded to Ashu Chawla.

### 5.2. Evidence of Accurate Investments Assets and Funds Used for the Benefit of the Gupta Enterprise or Other Notable Links

75. The documents referred to hereunder are attached to this submission as Annexure UAE2.
76. On the $12^{\text {th }}$ of October 2012, Sanjay Grover sent an email to Ashu Chawla's Sahara email address with the subject 'Accurate Investments Limited.' In the body of the email, Grover provided the address, registration number and contact numbers for Accurate Investments Ltd (detailed above). Grover listed himself as 'shareholder.'
77. On the $27^{\text {th }}$ of February 2014, Grover forwarded an email he had received from shyama@mashreq.com, self-evidently an employee at Mashreq Bank, to Ashu Chawla. The email reproduced a copy of a SWIFT electronic funds transfer receipt. The receipt showed that Accurate Investments had sent R6 454581 from its bank account at Mashreq Bank to State Bank of India account held by Linkway Trading Ltd in South Africa. Linkway Trading, as we described above, was majority owned by Islandsite 180, which, in turn, was owned by the Gupta brothers.
78. In total, as shown in more detail below, we have been able to track payments valued at R30m from Accurate Investments to Linkway Trading. These payments were paid against invoices raised related to the 'Sun City' wedding and on the basis of an invoice submitted by Linkway Trading to Accurate Investments (attached as Annexure B)
79. Internal Gupta enterprise transaction records (discussed in section 7.5 below) further show a large number of transfers to and from Accurate Investments to the other companies forming part of the Gupta's offshore network.

### 5.3. Evidence of Fidelity Enterprise Assets and Funds Used for the Benefit of the Gupta Enterprise or Other Notable Links

80. The documents referred to hereunder are attached to this submission as

## Annexure UAE3

81. Due to the very large number of emails and transactions related to Fidelity in the \#Guptaleaks, we do not repeat them in totality here. Instead, we highlight two sets of emails or transactions showing the links between the Gupta enterprise and Fidelity.
82. First, on the $21^{\text {st }}$ of February 2012, Sanjay Grover emailed Ashu Chawla with the subject line 'EUR FIDELITY BANK DETAIL WITH IBAN.' In the body of the email, Grover provided details of Fidelity's Euro denominated account with Standard Chartered Bank in Dubai.
83. On the $18^{\text {th }}$ of June 2014, Sanjay Grover emailed Ashu Chawla with the subject line 'FIDELITY DETAILS.' In the body of the email, Grover set out the registration details of Fidelity Enterprises in Dubai. He also listed himself as 'director.'
84. Second, on the $18^{\text {th }}$ of June 2014, Sanjay Grover, Ashu Chawla and Rohit Mahur (an employee of Heritage Aviation, with whom the Guptas were seeking to join forces), exchanged emails regarding the purchase of a Agusta helicopter from a company called Green Lane Capital. At 17:35 on the 18 ${ }^{\text {th }}$ Grover emailed Chawla with the subject line 'RE: LOI For Fidelity Enterprises.' Attached to the email was a PDF document called 'Fidelity-Green Lane.' The PDF document consisted of a letter from Fidelity Enterprises to Green Lane

Capital Corp offering to purchase Green Lane's Agusta A109E helicopter for $\$ 2 m$. The letter was signed by Grover.
85. The following day, Steve Gerlinger, to whom the LOI had been addressed, responded to Rohit Mathur. The response included a PDF of the LOI, now countersigned.
86. On the $25^{\text {th }}$ of July 2014, Ashu Chawla emailed Sanjay Grover with the subject line 'FW: Aircraft Purchase Agreement.' Chawla wrote to Grover asking that he 'PLEASE SIGN AND SEND ME BACK.' He was self-evidently referring to an attached PDF document titled 'Aircraft Purchase Agreement July 172014 REV MFRA.PDF.' The PDF document consisted of a finalised agreement through which Fidelity Enterprises would purchase the aforementioned Agusta helicopter.
87. On the $1^{\text {st }}$ of August 2014, Evan Tak forwarded an email to Ashu Chawla with subject line 'FW: RES: RES: Helicopter Transport from Brazil to India.' He attached a document titled 'Sahara Computers OED003608 Brazil to New Delhi.' The content of the PDF was an invoice raised by UTI (a freight forwarding and delivery company) for the transport of the Agusta helicopter from its base in Brazil to India. The invoice was raised against Sahara Computers for a total of R136,549.71.
88. The email exchanges regarding this aircraft purchase show how the Gupta enterprise's offshore and South African entities related. In particular, we note:
a. The aircraft was paid for by Fidelity Enterprises;
b. Sanjay Grover, the director of Fidelity Enterprises, was told to sign the requisite purchase documents by Ashu Chawla, a Sahara employee/executive;
c. Evan Tak, a Sahara employee/executive, was involved in arranging the transportation of the helicopter from Brazil to India;


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d. The transportation of the helicopter was paid for by Sahara Computers, registered in South Africa


89. Reporting by amaBhungane indicates that the purchase of the A109 helicopter was part of a broader plan for the Gupta enterprise to enter the aircraft and helicopter leasing business in India. ${ }^{8}$
90. Internal Gupta enterprise transaction records further show a large number of transfers to and from Fidelity Enterprises to the other companies forming part of the Gupta's offshore network.

### 5.4. Evidence of Gateway Limited Assets and Funds Used for the Benefit of the Gupta Enterprise or Other Notable Links

91. The documents referred to hereunder are attached to this submission as

## Annexure UAE4.

92. On the $2^{\text {nd }}$ of July 2012, Ashu Chawla forwarded an email to Sahara employee Ugeshni Naidoo. The forwarded email was originally sent to Ashu Chawla by Sanjay Grover with the subject 'USD GATEWAY BANK DETAIL WITH IBAN.' The body of the email provided the account details for US dollar deposits into Gateway Limited's accounts at Standard Chartered Bank in Dubai.
93. On the $17^{\text {th }}$ of September 2012, Sanjay Grover emailed Ashu Chawla with the subject 'GATEWAY LTD.' In the body of the email, Grover provided Chawla with the registration details and address for Gateway Limited. Grover indicated that he was the 'share holder' [sic] in the company. On the same day, Ashu Chawla responded, asking Grover to 'provide me with the bank details as well.' Grover responded to this request by including the bank details for US dollar deposits into Gateway Limited's accounts at Standard Chartered Bank in Dubai. Finally, also on the $17^{\text {th }}$ of September 2012, Ashu Chawla

[^191]combined these details into an email that he sent to Evan Tak, a Sahara executive, with the subject line 'Gateway Ltd.'
94. On the $28^{\text {th }}$ of September 2012, Ashu Chawla forwarded Gateway Limited's details to Ashok Narayan (wallemsa@gmail.com). The details were prefaced with the sentence 'Address for Agreement.'
95. On the $1^{\text {st }}$ of October 2012, Sanjay Grover sent an email to Ashu Chawla and Ashok Narayan. The email set out the full corporate registration details of Gateway Limited. It was prefaced with the note, 'Dear Ashok Ji, Please use the below address.'
96. It is not clear what agreement was referred to in these emails. However, the email chain shows that Gateway's details were to be used in in an agreement that was overseen by Chawla and Tak.
97.\#Guptaleaks emails from 2013 and 2014 show further Estina was arranging with Star Engineers for the importation of dairy equipment from India, as discussed in our first submission to the Commission. The \#Guptaleaks emails show that this was to be done with the facilitation of Gateway Limited, which appears to have been the company that signed the purchase agreement with Star Engineers.
98. On the $28^{\text {th }}$ of December 2013, Deepak Bansal, the MD of Star Engineers (who had contact with Atul Gupta, as described above) sent an email to 'Sanjay Ji', almost certainly Sanjay Grover. The email was sent to the address 'sanjay@gatewaylimited.net.' In the body of the email, Bansal complained that he was having difficulty contacting the shipping agent 'nominated by you' with regards to the export of dairy equipment to South Africa.
99. On the $2^{\text {nd }}$ of January 2014, the address 'estina.sa@gmail.com' sent an email to Evan Tak, forwarding the email sent from Bansal to Grover. The email
read: 'Mr Evan, Can you help? This is the shipment of Dairy equipment for which I had requested your help...'
100. On the $11^{\text {th }}$ of January 2011, Deepak Bansal emailed an address saved as 'Vargafield Pty Ltd', which the \#Guptaleaks records show was controlled by Ashok Narayan. Bansal, who addressed the email to Sanjay Grover, noted that 'we are facing serious problems in coordinating the shipping agent nominated by Gateway.' The involvement of Gateway Limited in this transaction is obvious.

Further exchanges of emails in the Guptaleaks, not discussed here but included in Annexure UAE4, show that Sahara employees, Evan Tak in particular, were engaging with freight and shipping agents regarding the importation of the dairy equipment. The exchanges reveal that certain documentation had to be provided to the shipping agent to meet customs and other requirements. This included documentation setting out the content of the items being shipped and their price.
102. On the $16^{\text {th }}$ of January 2014, Evan Tak sent an email to Ashu Chawla with the subject 'BoQ \& Invoice for Dairy Equipment.' Two PDF documents were attached to the email. The first was titled Invoice EXP 315 from Gateway.pdf. The document was styled as an invoice submitted by Gateway Limited to Estina dated the 15 of September 2013. It requested Estina pay $\$ 3,448,800.00$. A brief description of the reason for the invoice was provided, which read: 'Free State Department of Agriculture Project, Pasteurizing Plant.' The invoice referred further to the 'detailed Bill of Quantity attached.'
103. The second document attached to the email was the Bill of Quantity. The Bill of Quantity provided a line-item pricing for individual elements of the milk processing plant.
104. The metadata for both the invoice and the Bill of Quantity show that the author of both documents was Ashok Narayan.
105. As an aside, we can find no evidence that this amount of money ( $\$ 3,448,800.00$ ) was ever paid to Star Engineers, who ultimately provided the processing plant. Financial records from the \#Guptaleaks show that $\$ 165,609.15$ was paid from Gateway's Standard Chartered account in Dubai in 2013. This was made up of a payment of $\$ 93,378.61$ on the $24^{\text {th }}$ of July 2013 and a further payment of $\$ 72,231.14$ on the $23^{\text {rd }}$ of September 2013. A further $\$ 141,000.05$ is recorded as being paid from Gateway's Mashreq US dollar account on the $6^{\text {th }}$ of March 2014, bringing the total payments to \$306,609.80.
106. We submit that this may suggest that the total amount for which Estina was invoiced by Gateway Ltd for the provision of dairy processing facilities was far in excess of what Gateway Ltd paid Star Engineers for the same equipment.
107. Indeed, and most importantly, the flow of funds, which we set out below, shows that the invoice for dairy equipment submitted by Gateway to Estina was most likely used as a fiction designed to transfer funds to Oakbay.
108. The email correspondence clearly shows that there was a financial relationship between Gateway Limited and Estina, and that Ashok Narayan, Sanjay Grover, Evan Tak and Ashu Chawla (the latter two of whom were Sahara employees) were intimately involved in the transaction.
109. Internal Gupta enterprise transaction records further show a large number of transfers to and from Gateway Limited to the other companies forming part of the Gupta's offshore network.
> 5.5. Evidence of Global Corporation LLC Assets and Funds Used for the Benefit of the Gupta Enterprise or Other Notable Links
110. The documents referred to hereunder are attached to this submission as Annexure UAE5.
111. On the $3^{\text {rd }}$ of November 2011, Ashu Chawla emailed Ashok Narayan with the subject line 'FW: GLOBAL’S DETAILS AND USD BANK DETAIL.' The body of the email contained Global Corporation's address, phone number and banking details with the National Bank of Abu Dhabi.
112. On the $9^{\text {th }}$ of November 2011, Ashu Chawla forwarded an email to Sanjay Grover with subject line 'FW: Agreement with Global.' The original forwarded email had been sent to Ashu Chawla by Ashok Narayan and included the following in the body:

Ashubai,

Enclosed please find the completed Agreement. Please forward to Sanjayji for his signature.

Please ask him to put in his e-mail ID and his full name on Page 17, Annexure A

Once you have received the mail back from him, please forward to me as well.

Best regards,

Ashok
113. Attached to the email sent by Ashok Narayan and forwarded to Sanjay Grover were two documents. The more relevant document was titled 'SUBCONTRACTING_AGREEMENT_Global Dubai.pdf.' The content of the PDF document was a subcontracting agreement to be entered into between Global Corporation LLC and Nulane Management Services (CIPC registration number 2008/020998/07). The subcontracting agreement envisaged that Global Corporation would, for a fee of $\$ 10 \mathrm{~m}$, provide certain services to

Nulane Management Services. Nulane Management Services was to be the project provider on a Free State government project called the City of Tomorrow. This project was discussed in greater detail in our previous submission to the Commission.
114. Media reports suggest that Nulane Management was, at the time, owned by Iqbal Sharma, a well-known Gupta associate. ${ }^{9}$
115. The Commission has further heard testimony from former Free State MEC for economic development Mxolisi Dukwana. Mr. Dukwana alleged that he was offered cash by Rajesh Gupta and a further R2m a month to approve the project and sign a contract between Nulane Management and the Free State government. The offer was made at the Gupta's Saxonwold compound. Mr. Dukwana alleges that Ace Magashule was present in the room when the offer was made. Mr. Dukwana rejected the bribe offer.
116. On the $23^{\text {rd }}$ of July 2012, Ashu Chawla forwarded an email to Sanjay Grover with the subject line 'FW: BOP for Global.' Chawla forwarded an email originally sent to him by Sahara employee Joleen Roux, also on the $23^{\text {rd }}$ of July 2012. Attached was a Microsoft Word document titled 'Global Corporation LLC pop.docx.' The content of the Microsoft Word document consisted of a copy of a receipt confirming that Sahara Computers had made a SWIFT transfer of $\$ 309,648.25$ on $19^{\text {th }}$ of July 2012 to Global Corporation's account at the National Bank of Abu Dhabi.
117. On the $22^{\text {nd }}$ of July 2013, Ashu Chawla sent an email to Sanjay Grover with the subject line 'FW: Proforma Invoice (Quotation) 504805 - *** SAHARA COMPUTERS (PTY) LTD ***'. Attached to the email was a PDF document with the filename 'EML83148443.pdf.' The PDF document consisted of an invoice raised by Sahara Computers (Pty) Ltd against Global Corporation for an amount of 499500.00 (it is not disclosed in the invoice if this amount was in rands, dollars or another denomination). The invoice dated $20^{\text {th }}$ of July 2013,

[^192]further carried the instructions to 'BILL TO GLOBAL CORPORATION' and ship to SES Technologies. SES Technologies, as discussed previously, was a Gupta Enterprise Company registered in India.
118. On the $3^{\text {rd }}$ of February 2014, Sanjay Grover emailed Ashu Chawla with the subject line 'GLOBAL MASHREQ BANK USD DETAILS.' The body of the email set out the bank details required to make US dollar deposits into Global's accounts at the Mashreq Bank in Dubai.
119. On the $29^{\text {th }}$ of September 2014, Sanjay Grover forwarded an email to Ashu Chawla's Sahara address. Grover forwarded an email originally sent to him by Marhaba Services. Marhaba Services operates a meet-and-greet service from Dubai airport. The email from Marhaba Services confirmed that Global Corporation LLC had completed a booking on behalf of Rajesh Kumar Gupta and Aarti Gupta, who were to receive a 'family transfer service from T3 to T3.
120. Incidentally, the \#Guptaleaks emails show that three months prior to this, on the $5^{\text {th }}$ of June 2012, Sanjay Grover booked Marhaba Services, using Global Corporation's account with Marhaba, to provide a 'gold meet \& greet' package to Anoj Singh.
121. In March 2016, an exchange of emails took place between Akash Khandelwal (who provided accounting services to Global and other Gupta interests) and Ashu Chawla, amongst others. The correspondence related to queries raised by the Income Tax Officer of New Delhi regarding the source of certain funds in the account of Achla Gupta. The letter, which was being draft to be sent to the Income Tax Officer, stated that Shivani Gupta had transferred $\$ 199,936.50$ to Achla Gupta as a gift. The letter further claimed that the funds had been sent to Achla Gupta from Global Corporation LLC, in which, further, it was claimed that Shivani Gupta was a shareholder.
122. We cannot establish, based on the information in the \#Guptaleaks emails, whether Shivani Gupta was, indeed, a shareholder of Global Corporation LLC. However, this correspondence, and the supporting documents attached, proves conclusively that Global Corporation transferred the amount of \$199,936.50 to Shivani Gupta's personal account held at the Oriental Bank of Commerce in Saharanpur.
123. Internal Gupta enterprise transaction records (discussed below) further show a large number of transfers to and from Global Corporation to the other companies forming part of the Gupta's offshore network.


## Section 6: Tracing the Flow of Offshore Funds - The UAE Ledgers

124. Our ability to trace the flow of funds through the Gupta enterprise's offshore vehicles derives from the discovery of documents in the \#Guptaleaks. Two documents, attached as Annexures LEDG1 and LEDG2 are of particular importance. We refer to these documents collectively as the 'UAE Ledgers.'
125. Annexure LEDG1 was discovered in the \#Guptaleaks trove of emails. The document, called Bank Summary Amended.xls, was attached to an email (attached as Annexure LEDG1a) sent from Suresh Tuteja to Tony Gupta's Sahara email address, tony@sahara.co.za. The email was sent on the $30^{\text {th }}$ of April 2014 at 07:00. The email forwarded an exchange between Tuteja and Ashu Chawla in which Tuteja supplied Chawla with the document for comment. Tuteja explained the email to Tony Gupta by noting 'Please find below the email sent to Ashu ji.'
126. It should be noted that the \#Guptaleaks included a slightly earlier and different version of the Bank Summary spreadsheet. This document was attached to an email (attached as Annexure LEDG1b) sent on the $29^{\text {th }}$ of April 2014 with the subject 'FW: Visit Observations.' The email was sent from Ashu Chawla's Gmail account (ashuc111@gmail.com) to Rana Kumar and Ashu Chawla's Sahara address. This email consisted of a forward of an email originally sent to Ashu Chawla's Gmail by Suresh Tuteja (skuteja@gmail.com) on the $25^{\text {th }}$ of April 2014. In the body of the original email sent by Tuteja, the file is described as 'a file containing details of accounts for the period 1-32013 to 28-02-2014.'
127. For completeness sake, it should be noted that a third email was sent. This email was sent by Tuteja to Chawla, also on the $30^{\text {th }}$ of April 2014. It was sent at 07:01, a minute after the email attached as Annexure LEDG1b. It attached an additional document called ‘Bank Summary 2014.xls’, which
contained ledgers for transactions for March and April 2014. As we do not draw on this document, we do not attach it here.
128. Based on the email chain shown in Annexure LEDG1a, it is apparent this document had been sent by Tuteja to Ashu Chawla for comment and amendment, which was implemented by Tuteja. Once the document had been finalised, it was forwarded to Tony Gupta.
129. Annexure LEDG1 is self-evidently a ledger of transactions involving four separate offshore entities, each holding accounts at different banks, often with AED or Dollar denominated flavours. Annexure LEDG1 tracks the movement of funds into and between these accounts for the period 1 March 2013 to 25 February 2014. The four companies accounted for in the ledgers are Accurate Investments, Fidelity Enterprises, Gateway and Global Corporation LLC, the constitution of which, and their relationship to other Gupta enterprise entities, we have set out above.
130. The ledger also includes two further sheets of note. The first, titled 'cash', records incoming and outgoing cash transactions. The second, titled 'summary', provides an overview of incomings and outgoings by different line item. Here, it is particularly notable that the summary sheet includes a line item for Estina PTY Ltd. The line item recorded that $\$ 8,348,700$ had been received from Estina PTY Ltd. A snapshot of this entry is attached as Annex LEDG1c.
131. Also important is Annexure LEDG2. This document, an Excel spreadsheet, was attached to an email sent from Ashu Chawla's Gmail address to his address at Sahara (ashu@sahara.co.za) on the $8^{\text {th }}$ of April 2014. It forwarded an email originally sent to Chawla's Gmail address by Sanjay Grover (sanjay.grover@hotmail.com) on the $8^{\text {th }}$ of April 2014. This document appears to be a truncated record of incomings and outgoings for the Gupta enterprise between 9 March 2013 the 26 February 2014. As a result, it traverses many of the same transactions as recorded in Annexure

LEDG1. However, it is particularly useful as this document often references the ultimate beneficiary of a payment, which is sometimes lacking from the Annexure LEDG1. As such, we submit that Annexure LEDG1 and Annexure LEDG2 must be read together to form a full understanding of the flow of funds into and out of the Gupta enterprise.
132. We believe that the Annexures LEDG1 and LEDG2 are accurate and reflect the underlying reality of the banking operations of the Gupta enterprise. Certainly, it would not have made sense for these internal records to be falsified or incorrect, as they formed the backbone of the Gupta enterprises' accounting efforts with regards to these offshore vehicles.
133. Additionally, there is strong evidence emanating from the \#Guptaleaks that supports this assumption. We refer the Commission to Annexures C and D. Annexure C shows an email exchange between Sanjay Grover and Ashu Chawla taking place on the $27^{\text {th }}$ of July 2013. In the exchange, Chawla asked Grover for 'all the bank statements from March.' Grover responded by attaching four sets of bank statements. These bank statements showed the banking activity of four of the Gupta enterprise's offshore vehicles namely, Accurate Investments, Fidelity Enterprises, Gateway Limited and Global Corporation LLC held at various banks.
134. We do not attach all the bank statements for brevity's sake. We do, however, attach the statement for Global Corporation LLC, with file name ‘GCL BS march june.pdf' as Annexure D. This statement showed banking activity from Global Corporation's USD account 01202116701 [IBAN AE52 0440000101202116 701] held with Standard Chartered Bank in Dubai. A comparison of these statements against Annexure LEDG1 illustrates correspondence between the two.
135. An equally powerful piece of corroborating evidence is the correspondence between transfers recorded in Estina's Standard Bank accounts and transactions recorded in the UAE Ledgers. A review of the
sheet titled 'Glo Acc Gateway', almost certainly shorthand for 'Global', 'Accurate' and 'Gateway', records four transfers, each of which is included in our later analysis of the disbursement of tranches of funds from Estina in Tables 1 through 8. These transactions are also simultaneously reflected in Estina's Standard Bank statements, providing clear evidence that the UAE Ledgers acted as an accurate accounting for real-life transactions.
136. The four transfers were recorded in the Dubai ledgers in the 'Global Acc Gateway' sheet as follows:
a. Row 146 , dated $11 / 08 / 2013$, reflecting a deposit of $\$ 1,999,975$ into Gateway by Estina PTY Ltd;
b. Row 185 , dated $05 / 09 / 2013$, reflecting a deposit of $\$ 2,999,975$ into Gateway by Estina PTY Ltd;
c. Row 220, dated 23/09/2013, reflecting a deposit of $\$ 2,999,975$ into Gateway by Estina PTY Ltd;
d. Row 223, dated 24/09/2013, reflecting a deposit of $\$ 348,775$ into Gateway by Estina PTY Ltd
137. The same transactions are recorded in Estina PTY Ltd's Standard Bank statements for account 310864860 as follows:
a. R19,780,000 transferred on 7/08/2013 with reference ‘TELETRANSMISSION OUTWARD GATEWAY LIMITE 1308068305TT2392' appearing at page 38 of Annexure E;
b. R30,900,000 transferred on 4/09/2013 with reference TELETRANSMISSION OUTWARD GATEWAY LIMITE 1309048305TT3527' appearing at page 44 of Annexure E;
c. R29,550,000 transferred on 23/09/2013 with reference "TELETRANSMISSION OUTWARD GATEWAY LIMITE 1309208305TT4552' appearing at page 49 of Annexure E;
d. R3,473,664.32 transferred on 23/09/2013 with reference ‘TELETRANSMISSION OUTWARD GATEWAY LIMITE 1309238305TT4597' appearing at page 49 of Annexure E.


## Section 7:The Laundering and Dissipation of Funds Paid to Estina by the Free State Department of Agriculture, Tranches 0-7

### 7.1 Housekeeping: Describing and Evidencing the Distribution of Estina Funds

138. The money laundering systems used by the Gupta enterprise were extremely complex. These complex systems are best understood both visually and descriptively. We thus direct the Commission's attention to the attached diagrams (Annexes TRDO to TRD7) that lay out a visual summary of the transfer of funds. These should be consulted in conjunction with the descriptions provided below that highlight the key methodologies used and the traceable endpoints. We also provide two annexures, Annexures F and G, which provide a visual guide to the Aerohaven and Oakbay loan-back structures that feature in multiple tranches.
139. We also attach, as Annexure $\mathbf{H}$, a full list of all transactions relevant to each of these tranches where those transactions benefit Gupta enterprise entities or, in certain instances, unknown beneficiaries.
140. Note that, in compiling annexures TRD0 to TRD7 and Annexure H, we do not list every transaction that took place in and out of Estina's bank accounts. Thus we do not record (or reflect) every payment, for example, made from Estina's account to local suppliers or for the payment of salaries. Instead, the list, and the exercise of tracing the laundered funds, focuses on the broad stroke distribution of the Estina funds, with particular attention to tracing those funds that were ultimately used to benefit or were transferred to Gupta enterprise companies. Thus, in certain cases, the diagrammatic depictions will indicate an approximate figure used to illustrate the funds transferred from the Estina accounts to businesses credibly linked to the operation of a dairy farm.
141. Finally, we attach one further annexure, Annexure A. Annexure A is a document of our own creation and used for more detailed analysis. It is made
up of all transactions related to Accurate, Fidelity, Gateway and Global, and identifies the relevant accounts utilised in the transactions. A running tally/balance for each of the accounts has been calculated using a simple formula. This enables us to show that payments made out of the Gateway accounts that we describe below, for example, could only have reasonably derived from funds transferred to it by Estina.

### 7.2. Further Note on Tracing Laundered Estina Assets

142. Prior to setting out the details of the laundering systems employed in each tranche, it is important to note a key caveat: the analysis below is based on a wide range of documents gathered from multiple sources. Some of these sources emanate from actions undertaken by law enforcement in South Africa (or presented to the Commission, as in the case of the evidence of Mr. Sinton). However, we do not have powers of compulsion or search \& seizure As such, there are gaps in our tracing of the funds where documents are missing.
143. These gaps preclude us from confirming that the analyses below are definitive. Instead, we provide these analyses as a road-map that will hopefully guide the Commission's own investigation and audit, which would include confirming, through its own methodologies, the financial trail we set out below.

### 7.3. Laundering Proceeds from Tranche 0

144. Traceable Endpoint of Money Flows:
a. Linkway Trading, which received $\$ 1347000$ on the $9^{\text {th }}$ of September 2013 in partial payment against an invoice raised against the costs of the Sun City/Gupta wedding
b. Oakbay Investments (Pty) Limited, which received \$100 000 commingled with $\$ 3 \mathrm{~m}$ from Tranche 2, on the $23^{\text {rd }}$ of September 2013;
and a further $\$ 100000$ commingled with $\$ 800000$ of money emanating from success fees paid in relation to contracts from Transnet on the $24^{\text {th }}$ of September 2013;
c. Star Engineering, which receives $\$ 72,231.14$ on the $23^{\text {rd }}$ of September 2013;
d. Lin Yu Ju, who receives an amount, potentially a loan, of \$50,000 on 23 September 2013
e. AED 737,220 paid to Shivani and Achla Gupta on the $8^{\text {th }}$ of September 2013;
f. Two amounts of cash (AED368,570 on 7 October 2013) and (AED367,255 on 25 September 2013) given for use on suspected hawala transfers, the ultimate beneficiaries unclear
145. Accounts Used:

## South Africa

a. Estina (Pty) Limited Standard Bank (310864860)
b. Estina Baroda Current Account (92020200000255)
c. Estina Baroda Fixed Deposit Account 92020300000189 (seemingly rolled over to FDR 92020300000282)
d. Baroda Fixed Deposit (Account holder unknown, account number 92020300000207)
e. Linkway Trading (Pty) Limited (State Bank of India Johannesburg Account No. 32620055720101)
f. Oakbay Investments (Pty) Limited (Bank of Baroda Johannesburg Account No. 92020200000034)
g. Kamal Vasram Standard Bank (exact account number unknown)

## UAE

h. Accurate Investments Limited (Standard Chartered Bank Dubai Account No. 01204077701)
i. Fidelity Enterprises Limited (Bank of Baroda Dubai USD Account No. 90030200012009)
j. Fidelity Enterprises Limited (Standard Chartered Bank Dubai USD Account No. 01923292301)
k. Gateway Limited (Standard Chartered Dubai USD Account No. 02206949201)
I. Global Corporation LLC (Standard Chartered Dubai USD Account 01202116701)
m. Global Corporation LLC (Bank of Baroda Dubai USD Account No. 90030200012005)
n. Global Corporation LLC (Bank of Baroda Dubai AED Account No. 90030200012004)
o. Global Corporation LLC (National Bank of Abu Dhabi Dubai AED Account 6202119544)
146. See Annexure TRD0 for a visualisation of this tranche and Annexure $\mathbf{H}$ for a list of all transactions relevant to this tranche. We also refer the Commission to Annexure TRDO(part1) through to Annexure TRDO(part 4) for a visualisation of individual streams or phases of offshore money laundering as discussed below.
147. Tranche 0 refers to the payment and dissipation of the original R30m government grant paid by the Free State government to Estina. We refer to it is as Tranche 0 as this payment was not mentioned in the AFU's original application. Tranche 0 is so named so that Tranches 1 to 7 described below accord with the 7 tranches identified in the AFU's application for the preservation of assets.
148. The curious hallmark of Tranche 0 is the fact that the funds were placed in fixed deposit accounts for over a year after they were received. This was peculiar as Estina was, at the same time, incurring the day-to-day running costs one would expect from establishing a dairy project. It is odd that Estina's costs in establishing the Vrede Dairy were not simply paid for out of the first tranche paid to it by the Free State government. Instead, in order to Second Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI February 2020
cover these running costs, Estina instead took out loans from the Gupta enterprise companies Oakbay and Aerohaven. These loans were, in themselves, a form of money laundering, as we set out below.
149. Estina was paid the R30m from Tranche 0 on or about the $11^{\text {th }}$ of June 2012. The exact Estina bank account that received funds is unclear (Estina held accounts with multiple banks simultaneously) although it is likely that it was Estina's Standard Bank account 310864860. This could be verified if the accounts for 31084860 for 2012 are still existent and able to be reviewed, or against the payment receipts from the Department of Agriculture. It is known, however, that the Free State Department of Agriculture made the payment to Estina on the $11^{\text {th }}$ of June 2012, as discussed in our prior submission to the Commission.
150. From this account, R28m was transferred to Estina's Fixed Deposit account at the South African branch of Bank of Baroda with account number 92020300000189. We suspect that the remaining R2m from Tranche 0 was transferred from the original Estina bank account into a Bank of Baroda FDR account number 92020300000207. This suspicion is based on the transfer of R2m from this account into Estina's Bank of Baroda current account on the $4^{\text {th }}$ of September 2013, which, based on past and future behaviour, could have constituted a form of round-tripping.
151. On the $4^{\text {th }}$ of September 2013 - a year and two months after the amount had initially been paid to Estina by the Free State Department of Agriculture - the R2m and the R28m reunited through simultaneous deposits into Estina's Baroda current account with account number 92020200000255, which formed the proceeds of the closure of the two Fixed Deposit accounts. On the same day, the R30m was transferred from this account to Estina's Standard Bank account 310864860. The transfer of R30m to Estina's account could only have been sourced from Tranche 0 funds as, prior to the closure of the two Fixed Deposit accounts, the balance in Estina's Baroda current account was R513 964.
152. The following day, the $5^{\text {th }}$ of September 2013, \$2 999975 (R30.9m) is transferred from Estina's 310864860 Standard Bank Account to Gateway Limited, which holds an account with Standard Chartered in Dubai, account number 02206949201. The additional R0.9m was funded through a transfer of R1.3m made on the $4^{\text {th }}$ of September 2013 from Kamal Vasram into Estina's Standard Bank account. This amount was funded by a bogus loan granted to Vasram by Aerohaven Trading, described below. This amount ultimately derived from Tranche 1, also as described below.
153.

The payment of \$2999 975 could only have been funded by Tranche 0 and Tranche 1 funds as, prior to the receipt of the R30m payment from Estina's Baroda current account and the R1.3m payment from Vasram (as part of the Aerohaven loan-back scheme), the balance in the Estina's Standard Bank account was only R22 863.
154. From Gateway Limited, the R30.9m was split into four different streams. Prior to describing these streams, it is worth recording that our calculations show that the transfers out of Gateway Limited accounts to the recipients below could only have been funded with money from Tranche 0. In particular, an analysis of the Gupta banking records for the period shows that prior to the receipt of the $\$ 2999975$ payment on $5^{\text {th }}$ of September 2013, Gateway Limited's US denominated Standard Chartered account was only \$1 943.14.
155. In the first stream, visualised in Annexure TRDO(part1), two payments were made directly from Gateway Limited to beneficiaries without any further laundering: \$72,231 to Star Engineering (which provided certain dairy farming equipment to Estina as discussed in our previous submission) and \$50,000 to Lin Yu Ju. Both of these payments are made on the $23^{\text {rd }}$ of September 2013. The \$50,000 payment to Lin Yu Ju is recorded as a loan. The \#Guptaleaks archives show that Lin Yu Ju was a business associate of the Gupta enterprise.
156. The second stream was initiated with the transfer of $\$ 400000$ from Gateway Limited into Global Corporation's Standard Chartered USD account on the $23^{\text {rd }}$ of September 2013. The following day, AED1 650000 (\$449 346.145) was paid to Global's AED denominated account at the National Bank of Abu Dhabi. On the same day, AED1 700000 was withdrawn in cash from that account. Of this AED367 245 was paid in cash with the description 'Cash given to Nahdi.' The payment is titled 'Nahdi ex' in the Gupta transfer documentation, which we suspect refers to the AI Nahdi exchange network, a money changing facility ${ }^{10}$. The payment is also referred to as a 'remittance' in the notation of the banking documentation. It is unclear who this hawala transfer would have benefited.
157. On the same day, the remaining AED1 300000 in cash was deposited into Global Corporation's Bank of Baroda Duba-based AED denominated account. This cash deposit was split into three streams. In the first, AED367 255 was transferred on the $25^{\text {th }}$ of September 2013 to the same Nahdi recipient as above. In the second, on the $7^{\text {th }}$ of October 2013, AED368 750 was transferred out in cash as to 'Vikas.' We suspect that this refers to Vikas Chaturvedi, a Gupta enterprise employee responsible for arranging visas and undertaking other logistical work.
158. The third stream was initiated on the $24^{\text {th }}$ of September 2013 when \$100 000 was transferred into Fidelity Enterprise's Bank of Baroda USD denominated account. The $\$ 100000$ was commingled with $\$ 900000$ paid into the Fidelity account from Global Corporation's Bank of Baroda USD denominated account. This $\$ 900000$ from Global was sourced, in part, from payments made to Global by JJ Trading FZE. Payments made by JJ Trading FZE would almost certainly have emanated from bribe payments made to JJ Trading FZE relating to Transnet contracts. This will be dealt with in SWl's future submission on the Transnet/CSR scandal. Finally, on the $24^{\text {th }}$ of

[^193]September 2013, \$900 000 was transferred from Fidelity Enterprise's Bank of Baroda USD account to Oakbay Investments.
159. The third stream of payments from Gateway was initiated on the $5^{\text {th }}$ of September 2013 through the transfer of $\$ 1 \mathrm{~m}$ from Gateway Limited into Global Corporations' Standard Chartered Dubai USD account.
160. On the $7^{\text {th }}$ of September 2013, $\$ 700000$ of this amount was transferred to Global Corporation's Bank of Baroda Dubai USD account, which was, itself, split into two smaller streams. First, from here, AED1 850 000 was transferred to Global Corporation's Bank of Baroda AED account, which was immediately withdrawn in cash to be sent for use on the AI Nahdi exchange. Second, on the $8^{\text {th }}$ of September 2013, $\$ 145000$ was transferred to Fidelity Enterprise's Bank of Baroda USD account. Of this, \$142000 was transferred out and described as 'Bhatia share purchase part payment.'
161.

Returning to the beginning of stream 3 of funds distributed from Gateway: on the $8^{\text {th }}$ of September 2013, AED750 000 was transferred from Global Corporation's Standard Chartered USD account into Global Corporation's AED account also at Standard Chartered. This amount was immediately withdrawn in cash, and then deposited into Global Corporation's Bank of Abu Dhabi AED account. Finally, also on the same day, \$200 000 was paid out with the description 'Shivani Gupta-Achla Gupta.'
162. The fourth and final stream was initiated with transfer of $\$ 1.4 \mathrm{~m}$ to Accurate Investments Limited's Standard Chartered USD account in Dubai on the $9^{\text {th }}$ of September 2013. Prior to this transfer, Accurate Investment's US Dollar Standard Chartered Bank account held a balance of $\$ 4,811.09$. On the same day this money is received, $\$ 1347000$ was transferred to Linkway Trading's Account at the State Bank of India in Johannesburg. This amount is used in partial payment of the invoice raised by Linkway against Accurate Investments for R30m for the cost of the infamous wedding at Sun City. The invoice raised by Linkway against Accurate is attached as Annexure B.
163. On the $18^{\text {th }}$ of September 2013, $\$ 50000$ was transferred from Accurate's account (consisting of the funds left over from the from the $\$ 1.4 \mathrm{~m}$ transfer on the $9^{\text {th }}$ of September 2013) to Fidelity Enterprise's Standard Chartered USD account. This commingled with $\$ 50000$ paid from Gateway Limited to the same Fidelity account, also on the $18^{\text {th }}$ of September 2013. Finally, $\$ 3.1 \mathrm{~m}$ was transferred from Fidelity to Oakbay. This $\$ 3.1 \mathrm{~m}$ was made up of $\$ 100000$ sourced from the fourth stream of Tranche 0 funds (as described above) and $\$ 3 \mathrm{~m}$ from Tranche 2.

### 7.4. Laundering Proceeds from Tranche 1

164. Traceable Endpoint of Money Flows:
a. Vargafield Ltd, ABSA - R13.4m
b. Gateway Ltd - Approximately R4.4m
c. Linkway Trading - R157 320
d. Assorted Dairy Costs including Salaries - Approximately R4.1m
e. Unknown Recipients - R6.4m
165. Accounts Used

## South Africa

a. Aerohaven Trading (Pty) Limited (account details unknown)
b. Aerohaven Trading 'Loan' to Kamal Vasram
c. Estina (Pty) Limited, Standard Bank Account No. 3100864860
d. Estina (Pty) Limited, Bank of Baroda Current Account No. 92020200000255
e. Estina (Pty) Limited, Bank of Baroda FDR Account No. 92020300000300
f. Kamal Vasram Loan, Bank of Baroda Loan Account No. 9202060000295
g. Kamal Vasram Loan, Bank of Baroda Loan Account No. 9202060000297
h. Kamal Vasram Loan, Bank of Baroda Loan Account No. 9202060000330
i. Kamal Vasram Personal Accounts at Standard Bank and Bank of Baroda (per curator's report; account numbers not disclosed)
j. Oakbay Investments 'Loan' To Kamal Vasram
k. Oakbay Investments (Pty) Limited, Absa Account No. 4072149587

## UAE

I. Gateway Limited (UAE) - Standard Chartered Dubai USD 02206949201
166. Tranche 1 refers to laundering of the second payment made by the Free State Department of Agriculture. This payment totalled R34.95m and was paid to Estina's Standard Bank Account 310864860 on the $18^{\text {th }}$ of April 2013.
167. Tranche 1 is by far the most complex of all the tranches due to the extremely elaborate laundering systems that were put in place. For ease of explanation, we have divided Tranche 1 into four parts or phases, which broadly describe different stages in the laundering of the Free State government funds. Nevertheless, we also provide a visual guide to the entirety of Tranche 1 so that it can be viewed as a totality. This is attached as TRD1a.
168. Before describing these phases, it is useful to bear in mind the role played by Tranche 1 in the overall money laundering scheme deployed by the Gupta enterprise. As noted above, the funds first transferred to Estina by the Department in June 2012 (Tranche 0) were placed into two separate fixed deposit accounts. However, Estina was, at the same time, incurring the costs associated with establishing the Vrede Dairy Project. In order to cover these costs, Estina took out loans with two Gupta enterprise companies, Oakbay and Aerohaven. These loans were paid to Estina prior to the Free State government paying Tranche 1 into Estina's accounts. Due to the fact that they were ultimately settled with funds later paid in under Tranche 1, the Oakbay
and Aerohaven schemes are best understood as forming advances against the Free State government's Tranche 1 payment.
169. Of course, there were considerable amounts also paid out, from Tranche 1, to recipients other than those connected directly with the Vrede Dairy. These are described below.

Phase 1: The Oakbay Loan-Back Scheme
170. We refer the Commission to Annexure TRD1 (part 1) for a visual breakdown of this phase of the Tranche 1 laundering. We also refer the Commission to Annexure F, which provides a short-hand visualisation of the Oakbay loan-back scheme used in this phase of Tranche 1.
171. Between the $11^{\text {th }}$ of October 2012 and the $19^{\text {th }}$ of July 2013, Oakbay 'loaned' Kamal Vasram R10.992m. These amounts were paid into Vasram's personal account with Standard Bank.
172. The R10.99m was transferred as follows:
a. Between the $11^{\text {th }}$ of October 2012 and the $25^{\text {th }}$ of January 2013, R5.2m was transferred from Vasram's accounts to accounts we have not had sight of (and which we therefore record as 'unknown beneficiaries');
b. Between the $6^{\text {th }}$ of November 2012 and the $18^{\text {th }}$ of April 2013, R3 342 000 was transferred to Estina's Standard Bank account, which was exclusively used for the payment of dairy associated costs;
c. On the $6^{\text {th }}$ of November 2011, R1.2m was paid directly from Kamal Vasram's Standard Bank account into Estina's Bank of Baroda account, and then immediately into a facility described as 'Cash Margin 100.' The Cash Margin 100 facility was closed on the $26^{\text {th }}$ of November 2012, its proceeds deposited back into the Bank of Baroda account held by Estina, and, on the same day, transferred out to an unknown recipient.
173. Oakbay was paid back in three transfers: R5m on the $19^{\text {th }}$ of April 2013, R4.5m on the $22^{\text {nd }}$ of April 2013 and R1,675,716 on the $20^{\text {th }}$ of September 2013.
174. An analysis of the Estina's banking records show that these loans were paid back using Tranche 1 of Free State money, using a highly circuitous route. On the $19^{\text {th }}$ and $20^{\text {th }}$ of April 2013, Estina transferred R10m and R24.95m (the total of Tranche 1) from its Standard Bank account into its 255 account at Baroda. The R10m paid to Estina's Baroda account could only have come from Tranche 1 funds because, as noted above, on the $18^{\text {th }}$ of April 2013, prior to the Tranche 1 deposit on the $18^{\text {th }}$ of April 2013, Estina's Standard Bank account held a balance of R11 513. ${ }^{11}$
175. On the $19^{\text {th }}$ of April, the first R10m was transferred from Estina's Baroda current account into a Fixed Deposit account at Baroda (9202030000300). The R10m payment into the Fixed Deposit account could only have derived from Tranche 1 funds as, prior to the R10m payment into Baroda's current account from its Standard Bank account, Estina's Baroda current account held a balance of only R517 914.
176. Also on the $19^{\text {th }}$ of April, Kamal Vasram opened up a loan facility valued at (at least) R9.5m with the Bank of Baroda, with loan number 92020600000295 . The loan facility was secured against the just opened Fixed Deposit account 3/300.
177. On the $19^{\text {th }}$ of April 2013, R4m was transferred from the loan account $6 / 295$ to Oakbay. A further R5.5m was transferred to Oakbay on the $22^{\text {nd }}$ of April 2013. This settled R9.5m of the Oakbay loan that had been loaned to

[^194]Vasram at that point; it left a further R1,675,716 to be repaid, which was done in phase 3 of Tranche 1.
178. The Oakbay scheme was effectively ended on the $14^{\text {th }}$ of October 2013, when the Fixed Deposit account 920020300000297 was closed, and its contents deposited into the Estina Baroda current account. On the same day, the loan account ending 295 was closed and the balances settled by means of a debit against the Baroda current account, and, in particular, the funds released by the closure of the Fixed Deposit account 297.

Phase 2: The R4m Loan-Back Round-trip
179. We refer the Commission to Annexure TR1(part2), which provides a visual representation of this phase.
180. The second phase of Tranche 1 was initiated on the $22^{\text {nd }}$ of April 2013, when Estina transferred R24.95m from its Standard Bank account into its Bank of Baroda current account. This amount could only have emanated from the Free State government's Tranche 1 deposit because, prior to the Tranche 1 deposit of R34.95m on the $18^{\text {th }}$ of April 2013, the account held a balance of R11515, and no further deposits were made into the Standard Bank account prior to the outward transfer of R24.95m on the $22^{\text {nd }}$ of April 2013.
181. On the same day as it received the funds its Standard Bank account, Estina transferred the R25m from its Bank of Baroda account into a fixed deposit account ending 297. This could only have emanated from Tranche 1 funds as, prior to the deposit of R25m on the $22^{\text {nd }}$ of April 2013, Estina's Bank of Baroda current account held a balance of R517 914.
182. Kamal Vasram took out two loans against this FDR (the second of these is addressed in phase 3 below). The smaller of these loan accounts was valued at R4m.
183. On the $23^{\text {rd }}$ of April 2013, R4m was transferred from the loan facility to Kamal Vasram's Standard Bank account. On the same day, Vasram transferred this amount to Estina's Standard Bank account. From here, the R4m was transferred to:
a. Vargafield, which was paid R 3 m on the $24^{\text {th }}$ of April 2013 and a further R250 000 on the $6^{\text {th }}$ of May 2013, for a total of R3.25m;
b. Linkway Trading, which was paid R157 320 on the $8^{\text {th }}$ of May 2013;
184. The remaining funds in Phase 2 were transferred to cover the costs of the dairy, including salary payments.
185. This phase was tied up on the $14^{\text {th }}$ of October 2013, when Vasram's loan 297 was settled against the closure of Estina's Fixed Deposit account 297 on the same day.

Phase 3: The Aerohaven Loan-Back
186. Phase 3 centres on another loan-back scheme, this time with the Gupta enterprise company Aerohaven. It operated in a virtually identical manner to the Oakbay loan-back scheme.
187. We refer the Commission to Annexure TR1(part3), which provides a visual guide to this phase. We also direct the Commission to Annexure G, which provides a visual guide to the totality of the Aerohaven loan-back scheme, which also implicated funds from Tranche 4.
188. Between the $8^{\text {th }}$ of July 2013 and the $10^{\text {th }}$ of September 2013, Aerohaven 'loaned' R8.9m to Kamal Vasram. These amounts were transferred immediately upon payment from Vasram's personal Standard Bank account into Estina's Standard Bank current account.
189. The R7.9m was transferred out of Estina's Standard Bank account as follows:
a. R5 950000 to Vargafield, made up of 5 transfers made between $8^{\text {th }}$ of July 2013 and the $10^{\text {th }}$ of September 2013;
b. Approximately R557 000 to Gateway Limited on the $7^{\text {th }}$ of August 2013 as part of a larger R19 780000 payment, the remainder of which derived from Tranche 3 funds;
c. R900 000 to Gateway Limited on the $4^{\text {th }}$ of September 2013 as part of a larger R30.9m payment to Gateway Limited, of which the other R30m derived from Tranche 0 funds.
190. The above figures require some further elaboration. First, it is important to note that R5.95m paid to Vargafield between the $8^{\text {th }}$ of July 2013 and the $10^{\text {th }}$ of September 2013 did not constitute the full sum of money paid to Vargafield emanating from Tranche1, but only the amount traced directly to payments made into Estina's accounts through the Aerohaven loan-back scheme. A further R2.2m was paid to Vargafield on the $21^{\text {st }}$ of September 2013, which also derived from Tranche 1 funds, and whose route we describe below.
191. Second, the two transfers to Gateway Limited noted above were not the only payments made to Gateway Limited using Tranche 1 funds, but only the amounts traced directly to payments made into Estina's accounts through the Aerohaven loan-back. Approximately R1.6m was additionally transferred, again through a route described below.
192. Third, the calculation of the amounts emanating from the Aerohaven loan-back scheme that were paid to Gateway Limited are arrived at as follows:
a. On the $7^{\text {th }}$ of August 2013, Estina transferred R19 780000 from its Estina Standard Bank account to Gateway Limited. At the time, the
balance in the account was R20 160 496.67. This balance had been reached through the deposit of R1m on the $2^{\text {nd }}$ of August that originated from the Aerohaven 'loan' to Kamal Vasram, which commingled with the R44 383.47 in the account at the time, bringing the balance to R1 044 383.47. The same day, R100 000 from the Aerohaven 'loan' was transferred back to Kamal Vasram, leaving a balance of R944 383.47, of which R900 000 stemmed from the Aerohaven 'loan' to Vasram. On the $5^{\text {th }}$ of August R19 222758.77 was deposited into Estina's Standard Bank account, increasing the balance to R20 167 142.24. The R19 780000 payment to Gateway was only possible with both the R19.2m deposit from Tranche 3 and the R1m Aerohaven 'loan' to Vasram. Assuming that the R19 780000 used all of the R19.2m payment on the $5^{\text {th }}$ of August, this left a balance of R557 241.23 that was required from other sources, namely, funds already in the account and the Aerohaven loan-back. For ease of accounting, we have assumed that the full R557 241.23 derived from the R1m Aerohaven loan-back, although it would be equally correct to say that the payment had been settled with R512 000 of the Aerohaven loan and the remainder from funds (R44 383.47) already in the account prior to the deposit of the R1m Aerohaven loan. It is for this reason that we refer to the transfer of R557 241.23 from Tranche 1 to Gateway as an approximate figure.
b. On the $4^{\text {th }}$ of September 2013, Estina transferred R30 900000 from its Standard Bank account to Gateway Limited. This payment was only made possible through the deposit of R1.3m from the Aerohaven 'loan' to Vasram and a deposit of R30m from Tranche 0, both of which were deposited on the $4^{\text {th }}$ of September 2013, the same day as the payment to Gateway Limited. Prior to these two deposits, the account held a balance of R22 863.60. For ease of accounting, we have assumed that the R30 900000 payment was drawn from the entire Tranche 0 deposit of R30m, leaving R900 000 to be accounted for. Again, for ease of accounting, we have assumed that this R900 000 was drawn entirely from the R1.3m Aerohaven 'loan', although it is equally correct to state
that the R900 000 was constituted by the R22 863.60 in the account as of the $3^{\text {rd }}$ of August 2013 and R877 136.40 from the R1.3m Aerohaven 'loan.' It is for this reason that we refer to the transfer of R900 000 to Gateway from Tranche 1 as an approximate figure.
193. Returning to the Aerohaven loan-back: the Aerohaven 'loan' was settled in much the same way that the Oakbay loan was settled. Thus, and as noted in phase 2, on the $22^{\text {nd }}$ of April 2013, three days after receiving the funds from the Free State government, Estina transferred R25m in its Bank of Baroda account. This R25m was immediately placed into a Fixed Deposit account ending 297. Kamal Vasram opened a loan facility worth R19.5m 92020600000330 against this deposit. On the $20^{\text {th }}$ of September 2013, the full R19.5m was transferred into Kamal Vasram's personal account. On the same day, R8.9m of this money was transferred to Aerohaven to settle the 'loan' facility's outgoings up to that point.
194. The remaining R10.6m from the $20^{\text {th }}$ September 2013 payment to Kamal Vasram was split into two amounts. First, on the $20^{\text {th }}$ of September 2013, Vasram transferred R1 675716 to settle Vasram's loan account with Oakbay, thus closing the Oakbay 'loan’ scheme.
195. Second, Vasram transferred R5.8m from his account into Estina's Standard Bank Account. This amount was distributed in two separate payments as follows:
a. R2.2m was paid to Vargafield on the $21^{\text {st }}$ of September 2013;
b. Approximately R1.6m was paid to Gateway Limited as part of two transfers made on the $23^{\text {rd }}$ of September 2013 that was commingled with Tranche 2 funds
196. The above figures require some elaboration. We arrived at these approximations as follows:
a. With regards to the transfer to Gateway Limited: On the $23^{\text {rd }}$ of September 2013, Estina made two transfers of R29 550000 and R3 473664.32 to Gateway Limited (a total of R32 973 664.32). This payment was made possible by three deposits all made on the $20^{\text {th }}$ of September: R5.8m on the $20^{\text {th }}$ of September 2013 originating from the remainder of Vasram's 06/330 loan, and R13m and R17m both emanating from Tranche 2 funds. Prior to these transfers, the balance in the Estina Standard Bank account was R13 444.56. For ease of accounting, we have assumed that two payments totalling R32 973 664.32 to Gateway Limited were drawn from the entire R30m deposited from Tranche 1 funds, and the remainder drawn from the R5.8m deposit from Vasram, i.e. R2 973 664.32. It would be equally correct, however, to assume that the payment to Gateway Limited drew on the entire R5.8m deposit from Vasram and the remainder from Tranche 2; hence our reference to the R2.9m figure as approximate.
b. With regards to the transfer to Vargafield: On the $20^{\text {th }}$ of September 2013, Estina transferred R2.2m (net) ${ }^{12}$ to Vargafield. This payment could only have been drawn from the deposits made on the $20^{\text {th }}$ of September from Tranche 2 funds and the R5.8m deposit to Estina from Vasram. For ease of accounting, we have assumed that the R2.2m (net) paid to Vargafield was drawn entirely from the R5.8m deposit from Estina, although it would be equally correct to say that it was drawn from both the R5.8m deposit and the R13 444.56 that was already in the Estina account prior to the R5.8m deposit. Thus our use of the term approximate.
197. It is not clear, however, what happened to the R4.8m transferred to Kamal Vasram that remained out of the R19.5m transferred to him on the $20^{\text {th }}$

[^195]of September 2013. It would be necessary to review Kamal Vasram's personal bank accounts to confirm this.
198. Finally, on the $14^{\text {th }}$ of October 2013, Estina's Fixed Deposit account ending 297 was closed, and the R25m earned from this closure deposited back into Estina's Bank of Baroda current account. On the same day, Vasram's R19.5m loan facility ending 330 was closed and repaid against the funds from the 297 Fixed Deposit account.

Phase 4: The Remaining Socks in the Laundry
199. Phase 4 was short and simple, and linked closely to Phases 2 and 3. Briefly, and as noted above, on the $14^{\text {th }}$ of October 2013, the Estina Fixed Deposit account ending 297 was closed. The majority of these proceeds were used to settle Vasram's Baroda loan facilities ending 297 and 330, totalling R23 628197 (the capital amounts of R19.5 and R4m respectively with accrued interest).
200. This left R1.4m of the R25m, which was commingled with other funds in the Baroda account in order to transfer R2m into Estina's Standard Bank account on the $14^{\text {th }}$ of October 2013. Finally, on the $15^{\text {th }}$ of October 2013, this R2m was transferred to Vargafield.

### 7.5. Laundering Proceeds from Tranche 2

201. Traceable Endpoint of Money Flows
a. Oakbay Investments Ltd, Bank of Baroda account in South Africa $\$ 3.1 \mathrm{~m}$ paid on the $23^{\text {rd }}$ of September 2013, of which $\$ 100 \mathrm{k}$ from Tranche 0 and $\$ 3 \mathrm{~m}$ from Tranche 2
b. \$65 270.39 to 'Idea for Life General Trading'
c. AED125 000 to 'Third Eye Enterprises’
d. AED73 222 to 'Revelin Global Pty Ltd Australia’
e. $\$ 95000$ to Global Corporation's National Bank of Abu Dhabi USD Account
f. Unidentified offshore recipient: $\$ 108,932.40$
202. Accounts Used

## South Africa

a. Estina (Pty) Limited (Standard Bank Account No. 3100864 860)
b. Estina (Pty) Limited (Bank of Baroda Account No. 92020200000255)
c. Estina (Pty) Limited (Bank of Baroda Fixed Deposit Receipt Account No. 92020300000249)
d. Kamal Vasram personal accounts at Standard Bank and Baroda (exact details unknown)
e. Oakbay Investments (Pty) Limited (Bank of Baroda Johannesburg Account No. 92020200000034)

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UAE
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a. Gateway Limited (Standard Chartered Dubai USD Account No. 02206949201)
b. Fidelity Enterprises Limited (Standard Chartered Bank Dubai USD Account No. 01923292301)
c. Global Corporation (Standard Chartered Dubai USD Account No. 01202116701)
d. Global Corporation (Standard Chartered Dubai AED Account No. 01202116701)
e. Global Corporation (National Bank of Abu Dhabi AED Account No. 6202119544)
f. Global Corporation (National Bank of Abu Dhabi USD Account No. 6202119780)
203. See Annexure TRD2 for a visualisation of this tranche.
204. The movement of money in Tranche 2 was considerably more straightforward than that in Tranche 1.
205. The hallmark of this Tranche was a relatively brief trip that the funds took from South Africa to Dubai, where they were recycled back into the South African accounts of Oakbay Limited.
206. This Tranche began with the deposit of R30m from the Free State Department of Agriculture on the $26^{\text {th }}$ of April 2013 into Estina's Standard Bank current account. Three days later, on the $29^{\text {th }}$ of April 2013, this amount was transferred to Estina's Bank of Baroda account. Notably, the R30m payment to Estina's Baroda account was made up of six R5m payments - a typical example of smurfing. The R30m transfer increased the balance in the Baroda account from R517 914.85 to R30 517 914.85.
207. A week later, on the $7^{\text {th }}$ of May 2013, the R30m was transferred to a Fixed Deposit account held by Estina with Bank of Baroda ending 249, where it remained until September 2013. The FDR could only have been created using Tranche 2 funds deposited on the $29^{\text {th }}$ of April 2013 as, prior to this deposit, Estina's Bank of Baroda current account only held just over R500 000.
208. On the $20^{\text {th }}$ of September, Estina closed the Fixed Deposit account at Bank of Baroda and transferred its contents (R30m) to its Bank of Baroda current account, increasing the account balance in the current account from R513 984 to R30 513 984. On the same day, the R30m was transferred from the Bank of Baroda account to Estina's Standard Bank current account. The transfer to Standard Bank on the $20^{\text {th }}$ of September 2013 thus relied entirely on funds held in Estina's FDR accounts, which, in turn, were derived entirely from Free State government funds.
209. Also on the $20^{\text {th }}$ of September 2013, an amount of R5.8m was deposited into the Estina Standard Bank account ending 860. This amount
was transferred from Kamal Vasram's personal accounts, and was derived from the loan-back system that was used in Tranche 1, as discussed previously.
210. Thus, by the $20^{\text {th }}$ of September 2013, Estina's Standard Bank had received payments stemming from Tranches 1 and 2 totalling R35.8m. This increased the effective account balance in the Estina account to R35 813 444.56 , providing the funds for the two large transfers to Gateway Limited described hereunder.
211. Once received in the Standard Bank account, the amounts deposited on the $20^{\text {th }}$ of September 2013 were split into two further streams.
a. Stream 1: On the $23^{\text {rd }}$ of September 2013, $\$ 2999975$ was transferred to Gateway Limited's Standard Chartered US Dollar account in Dubai. On the same day, $\$ 3 m$ was paid from Gateway to Fidelity's Standard Chartered account in Dubai, where it commingled with \$100 000 ultimately derived from Tranche 0 as discussed above. Immediately thereafter, still on the $23^{\text {rd }}$ of September 2013, $\$ 3.1 \mathrm{~m}$, consisting of Tranche 0 and Tranche 2 money, was transferred to Oakbay Investments account at the Bank of Baroda. Of course, the \$2 999975 amount deposited on the $23^{\text {rd }}$ of September 2013 from Estina was not quite sufficient to effect the $\$ 3 \mathrm{~m}$ payment. The remaining $\$ 25000$ was drawn from \$1943.14 already in Gateway's Standard Chartered account as of the $13^{\text {th }}$ of August 2013, which was commingled with what remained of the \$2 999975 deposit made into the Standard Chartered account by Estina that derived from Tranche 0.
b. Stream 2: On the $23^{\text {th }}$ of September 2013, an amount of $\$ 348000$ (R3,573,664) was transferred from Estina's Standard Bank account to Gateway Limited's Standard Chartered account. On the $12^{\text {th }}$ of October 2013, \$350 000 was transferred from Gateway to Global Corporation's USD account at Standard Chartered bank. Of this, an amount of AED

125000 was transferred to an entity referred to as 'Third Eye Enterprises' in the Gupta banking records; AED73 222 was paid to company called 'Revelin Global Pty Ltd Australia'; $\$ 65270.39$ was paid to an entity called 'Idea for Life General Trading' and the remaining \$95 000 transferred into Global Corporations' USD denominated account at the National Bank of Abu Dhabi, where it comingled with other funds.

### 7.6. Laundering Proceeds from Tranche 3

212. Traceable Endpoint of Money Flows
a. Linkway Trading Pty Ltd, South Africa - \$1 986000 invoiced against Sun City wedding costs
213. Accounts Used

## South Africa

a. Aerohaven Loan Facility granted to Kamal Vasram
b. Estina (Pty) Limited (Standard Bank Account No. 3100864 860)
c. Linkway Trading (Pty) Limited (State Bank of India Johannesburg Account No. 32620055720101)
d. Kamal Vasram Personal Account
e. Stanlib Unit Trust Fund in the name of Estina Pty Ltd (532028173)

UAE
a. Gateway Limited (Standard Chartered Dubai USD Account No. 02206949201)
b. Global Corporation LLC (Standard Chartered Dubai USD Account 01202116701)
c. Accurate Investments Limited (Standard Chartered Bank Dubai Account No. 01204077701)
214. See Annexure TRD3 for a visualisation of this tranche.
215. Tranche 3 was, like Tranche 2, a much simpler exercise in washing Estina funds. This exercise ultimately discharged the funds from the Free State government into an account held by Linkway Trading, which was invoiced against the costs of the Sun City wedding.
216. Tranche 3 was initiated with the deposit of R19 050000 into Estina's Standard Bank account from the Free State Department of Agriculture on the $3^{\text {rd }}$ of May 2013.
217. On the $8^{\text {th }}$ of May 2013, R19m of the original R19.05m deposit was transferred into a Stanlib money market account held by Estina. The deposit into the Stanlib account could only have been financed with the Tranche 3 deposit as, prior to the deposit of the Free State cash, the account only held a balance of R852 006.44.
218. On the $5^{\text {th }}$ of August 2013, the Stanlib money market account was liquidated and R19 227758.77 was transferred into the original Estina Standard Bank account. The difference between the R19m deposited and the R19 227758.77 transferred out of the Stanlib account (equal to R227 758.77) was derived from the earnings made by Stanlib's portfolio investment of the funds between the opening of the Stanlib facility on the $8^{\text {th }}$ of May 2013 and its closure on the $5^{\text {th }}$ of August 2013.
219. The liquidated Stanlib funds commingled in the Estina Standard Bank account with R1m deposited into the account three days previously (on the $2^{\text {nd }}$ of August) that was sourced from part of Aerohaven loan-back facility eventually settled with Tranche 1 funds (discussed previously).
220. On the $2^{\text {nd }}$ of August, R100 000 of this R1m was transferred back to Kamal Vasram's personal account.
221. The deposit of the Stanlib funds and the R1m from Aerohaven, minus the R100 000 paid to Kamal Vasram increased the balance in the Standard Bank account from R44,383.47 to R20,167,142.24.
222. On the $7^{\text {th }}$ of August 2013, R19 780000 [equivalent to $\$ 1,999,975$ ] was transferred from Estina's Standard Bank account to Gateway Limited's Standard Chartered account held in Dubai. Our accounting treatment of these amounts, in particular the division of the funds between Tranche 3 and Tranche 1, has been dealt with above.
223.

On $11^{\text {th }}$ of August 2013, $\$ 1.6 \mathrm{~m}$ of these funds were transferred from Gateway Limited to Global Corporation LLC's Standard Chartered Account in Dubai. The following day, this $\$ 1.6 \mathrm{~m}$ was transferred to Accurate Investments Ltd in two payments of $\$ 700000$ and $\$ 890000$. These payments joined a further $\$ 400000$ that was transferred from Gateway Limited on the same day.
224. Finally, on the same day, an amount of $\$ 1986000$ was transferred from the Accurate Investments account to Linkway Trading's Bank of India account held in Johannesburg. This was in partial payment of the R30m invoice submitted by Linkway to Accurate for the cost of the Sun City wedding. The invoice raised to justify the Sun City costs is attached as Annexure B. The $\$ 1986000$ would have been roughly equivalent to R20m. The remaining R10m indicated as due in the Annexure B invoice, as already noted above, was paid in by Accurate Investments to Linkway on the $9^{\text {th }}$ of September 2013 and was derived from Tranche 0 of the Free State's funds.
7.7 Laundering Proceeds from Tranche 4
225. Traceable Endpoint of Money Flows
a. Vargafield Pty Limited - R18.237m
b. UTI South Africa/Estina - Potential Payment for Logistics

Services/Import of Dairy Equipment: R5,825,000
c. Miscellaneous recipients, including SARS and Eskom - Approximately R4m between December 2013 and March 2014
226. Accounts Used

South Africa
a. Aerohaven 'Loan' to Kamal Vasram
b. Bank of Baroda Loan Account No. 92020600000359
c. Estina (Pty) Limited (Standard Bank Account No. 3100864 860)
d. Estina (Pty) Limited Bank of Baroda Current Account No. 92020200000255
e. Estina Baroda Fixed Deposit Account 92020300000314
f. Kamal Vasram personal account
g. Vargafield (Pty) Limited (account number not specified)
227. See Annexure TRD4 for a visualisation of this tranche.
228. Tranche 4 involved the receipt and dissipation of R29 950000 that was deposited by the Free State Department of Agriculture into Estina's Standard Bank account on the $20^{\text {th }}$ of December 2013.
229. Tranche 4 was marked, like Tranche 1, by the use of an extensive loan-back scheme based on loans extended to Kamal Vasram by Aerohaven.

The Aerohaven Loan-Back Scheme Part 2
230. Between the $22^{\text {nd }}$ of October 2013 and the $20^{\text {th }}$ of December 2013, R13.7m was transferred from the Aerohaven loan facility granted to Kamal Vasram and from there into Estina's Standard Bank account. In the majority of cases, these amounts were immediately transferred to Vargafield: between the $22^{\text {nd }}$ of October 2013 and $20^{\text {th }}$ of December 2013, Vargafield was paid

R11 775 000. These transfers were effectively on advance on the Tranche 4 payment that would shortly be deposited into Estina's Standard Bank facility.
231. Indeed, on the $20^{\text {th }}$ of December 2013, Tranche 4 (R29.95m) was deposited in Estina's Standard Bank account. R25m of this was transferred out of the Standard Bank account into Estina's Baroda current account in three payments on the $20^{\text {th }}$ and $21^{\text {st }}$ of December 2013.
232. On the same day, a Fixed Deposit account at the Bank of Baroda was established using the R25m. This Fixed Deposit could only have been created using funds from the Tranche 4 deposit as, prior to the R25m in deposits on the $20^{\text {th }}$ and $21^{\text {st }}$ of December 2013, Estina's Bank of Baroda current account only held a balance of R18 329.29.
233. Based on an analysis of the Baroda bank accounts, we believe that this fixed deposit account was most likely given the number 92020300000314. This deduction is based on the fact that a Fixed Deposit account valued at R25m was closed on the $14^{\text {th }}$ of January 2014, and the transfer described as 'Closure Proceeds 03/314.' Baroda's account numbering systems used 920203 as the numbering format for Fixed Deposit accounts, and 920206 for loan accounts. 03/314 is the only Fixed Deposit account carrying an obvious balance of R25m, from which we infer that the R25m transferred on the $21^{\text {st }}$ of December 2013 was to create this specific fixed deposit.
234. From Estina's bank records at Baroda, it is apparent that a further loan facility was established. We infer that this account was 92020600000359 based on the closure of this loan facility on the $14^{\text {th }}$ of January 2014 (the same date as the closure of the 03/314 Fixed Deposit account) with the bank statement description 'close 06/359.'
235. On the $30^{\text {th }}$ of December 2014, R14m was transferred from the loan account 06/359 into Estina's Standard Bank account. On the same day,

R13.7m was transferred to Kamal Vasram and, from there, to Aerohaven to settle the loan facility.
236. The Aerohaven loan-back loop was closed, as noted above, when the loan account $6 / 359$ was closed and its balance debited against the Baroda current account, which, on the same day as $6 / 359$ was closed, received an R25m deposit formed of the closure of the Fixed Deposit Account 03/314.

## Post-Aerohaven Laundromat

The conclusion of the Aerohaven Laundromat system left R11m of the original R25m transferred to Estina's Baroda current account. This R11m was transferred back into Estina's Standard Bank account on the $14^{\text {th }}$ of January 2013, the same day the FDR 03/314 was closed. This transfer could only have derived from Tranche 4 funds as, prior to the closure of the FDR 03/314, Estina's Bank of Baroda current account only held a balance of R52 883.
238. Of the remaining R11m, R3.5m was transferred to Vargafield between the $16^{\text {th }}$ of January 2014 and the $6^{\text {th }}$ of March 2014.
239. On the $13^{\text {th }}$ of March 2014, Vargafield transferred R3,563,651.95 back to Estina's Standard Bank account. This increased Estina's Standard Bank account balance sufficiently for Estina to transfer R5,825,000 to UTI, a logistics company. The \#Guptaleaks records show that this payment was related to the import of dairy equipment from India from Star Engineers.
240. The Aerohaven/Vargafield transfers absorbed R25m of the R29.95m transferred to Estina by the Free State government in Tranche 4. Estina's Standard Bank records show that the majority of the remainder was transferred to multiple recipients including Eskom, SARS, and a company by the name of Havco Manufacturing and for the payment of salaries. We have not tracked each of these individual payments, but can do so should the Commission require.

### 7.8. Laundering Proceeds from Tranche 5

241. Traceable Endpoint of Money Flows
a. Estina Pty Ltd at FNB - R15.79m
b. Vargafield Pty Ltd -R14.2m
242. Accounts Used

## South Africa

a. Estina (Pty) Limited (Standard Bank Account No. 3100864 860)
b. Estina (Pty) Limited Bank of Baroda Current Account No. 92020200000255
c. Bank of Baroda FDR Account No. 92020300000350
d. Bank of Baroda FDR Account No. 92020300000389
e. Bank of Baroda FDR Account No. 92020300000507
f. Vargafield (Pty) Limited (account number not specified)
243. See Annexure TRD5 for a visualisation of this tranche.
244. This tranche was subject to another round of intense circular washing, with a large portion of the money being recycled through at least three Bank of Baroda Fixed Deposit accounts before being on-paid. Moreover, the early part of the dissipation of Tranche 5 appears to have been subject to the same loan-back systems used in Tranches 1 and 4, although we lack the same level of granularity in banking documents to provide comprehensive details.

## The Inferred Loan-Back System

245. The Tranche 5 loan-back system was initiated on the $22^{\text {nd }}$ of May 2012, when an amount of R5.5m was deposited into Estina's Standard Bank account. The reference on Estina's Standard Bank bank statement,

## 'INTERBANK CREDIT TRANSFER ESTINA PTY LTD BEDFORDGARD 396,'

 suggests that the source of these funds was an Estina-controlled account at the Bank of Baroda. Seeing as it was not paid from Estina's Baroda Current Account, it most likely was either some form of FDR, or more likely, a loan facility (see further corroborating evidence below). This would be confirmed upon reviewing additional Bank of Baroda statements.246. The R5.5m deposited on the $22^{\text {nd }}$ of May was rapidly dissipated. On the same day of the deposit, R1.5m was transferred from Estina's Standard Bank account into Kamal Vasram's personal banking facilities. A further R3.5m was transferred from Estina's Standard Bank account into Vargafield on the same day.
247. On the $19^{\text {th }}$ of June 2014, R3m was deposited into Estina's Standard Bank account by Kamal Vasram. The immediate source of these funds is unclear, but we suspect it most reasonably could have been drawn from a Ioan facility held by Vasram with Baroda or Standard Bank. This R3m deposit allowed Estina to make a transfer of R570 000 to Vargafield on the $20^{\text {th }}$ of June 2014.
248. Both the assumed R5.5m and R3m loan facilities were settled shortly thereafter with funds deposited by the Free State government. On the $25^{\text {th }}$ of July 2014, the Free State government transferred R30m into Estina's Standard Bank account, increasing the balance in the account from R4 635 121.91 to R34 635121.91.
249. Of this, R5.5m was transferred to Estina's Bank of Baroda Current account on the $30^{\text {th }}$ of July 2014. This amount was transferred out of the Bank of Baroda current account the following day in a payment described as 'To Amt Transferred to Loan Account', effectively closing the loan-back loop. Incidentally, this description provides further credence to the idea that the R5.5m deposit on the $22^{\text {nd }}$ of May 2014 originated from a Bank of Baroda Ioan facility held by Estina.
250. The inferred R3m loan facility was settled at the same time, when R3m was transferred out of Estina's Standard Bank facility into Kamal Vasram's personal account.

Payments to Vargafield and the Difficulties of Untangling Commingled Funds
251. Estina's banking records show that Estina's Standard Bank account received two large payments that do not seem to emanate from Free State funds. These two payments were made on the $30^{\text {th }}$ of June 2014 (R6 720 657.79) and the $7^{\text {th }}$ of August 2014 (R2 382 894.45). Their description on Estina's bank statements makes it impossible, on the available information, to discern their source.
252. These two deposits commingled with the R30m deposited by the Free State government on the $25^{\text {th }}$ of July 2014, and, briefly, the remainder of the R3m payment made by Kamal Vasram from his assumed loan account to Estina Standard Bank on the $19^{\text {th }}$ of June 2014, before this amount was settled by a transfer on the $30^{\text {th }}$ of July 2014.
253. Between the $1^{\text {st }}$ of July 2014 and the $13^{\text {th }}$ of May 2015, R16.96m was paid to Vargafield. These funds were paid either directly to Vargafield from Estina's Standard Bank facility, or were paid to Vargafield from Estina's FNB facility following the transfer of R3 890752.40 from Estina's Standard Bank facility to Estina's FNB facility on $21^{\text {st }}$ of November 2014. This situation is made even more complicated due to the fact that at least a portion of a payment made on the $13^{\text {th }}$ of May 2015 from Estina's FNB facility to Vargafield would have used a joint pot of commingled Tranche 5 and Tranche 6 funds.
254. The commingling of these multiple streams of income makes it hard to track the exact movement (in both dates and amounts) of this portion of commingled Tranche 5 funds to Vargafield.
255. In the circumstances, we rely, instead, on a simple calculation, namely, establishing the amount of the funds deposited by the Free State Department Agriculture that was definitely spent on other laundered streams, and how much this left over to be commingled and transferred to Vargafield and other assorted recipients. Based on our calculations, of the R21.039m transferred to Vargafield between the $22^{\text {nd }}$ of May 2014 and the $13^{\text {th }}$ of May 2015, R14.2m could reasonably be assumed to have derived from Tranche 5 funds.
256. It should be noted that these calculations assign the full amount of the Free State deposits to payments solely to Vargafield, rather than to Vargafield and the range of smaller day-to-day transactions conducted from Estina's Standard Bank account.

The Remaining R15.79m: The FDR Laundromat
257. On the $18^{\text {th }}$ and $19^{\text {th }}$ of August 2014, R15m was transferred in two amounts from Estina's Standard Bank facility to its Bank of Baroda current account.
258. This amount was transferred, two days later, from Estina's Baroda current account to an account held by Kamal Vasram.
259. We submit it is most reasonable to assume that this transfer allowed for the creation of a new Baroda Fixed Deposit Account, 03/350. We base this assumption on the fact that on the $28^{\text {th }}$ of November 2014, R15m was paid into Estina's Baroda current account with the description 03/350 closure proceeds.
260. On the same day, this R15m was immediately transferred to a new FDR, 03/389. This FDR was closed on the $28^{\text {th }}$ of June 2015 and the capital amount (R15m) paid back into the Estina Baroda current account.
261. Again, this amount was immediately rolled over into a new FDR, when R15m was transferred to an FDR with number 03/507. This third FDR was finally closed on the $5^{\text {th }}$ of August 2015, and the capital and interest amounts deposited into Estina's Bank of Baroda current account. In total, the R15m capital amount earned R917,342.47 in interest from the three FDRs between August 2014 and August 2015.
262. Eventually, on the $5^{\text {th }}$ of August 2015, after the funds had been roundtripped through the three separate Baroda fixed deposit accounts, the funds were transferred into an FNB account 6505753906 held by Estina. The total amount deposited into the FNB account was R15 790 500, made up of the original R15m from the Free State and a portion of the accrued interest. As we show below, this amount was comingled with funds from Tranche 6 deposited into the same FNB account by the Free State Department of Agriculture. This amount was ultimately paid to Gateway Limited.
7.9. Laundering Proceeds from Tranche 6
263. Traceable Endpoint of Money Flows
a. SARS/VAT with Reference 4650257167vc2015062: R28,590,349.74
b. SARS Efiling 003597728: R183,002.78
c. SARS Efiling 0036288104: R19,711.23
d. Vargafield: R3,116,479.10
e. Gateway Limited: R45,091,652.20
264. Accounts Used

## South Africa

a. Estina Pty Ltd Bank of Baroda (9202020000255)
b. Estina Pty Ltd FNB (6505753906)
c. Estina FNB Money Market Account (62359070748)
d. FNB Account (62536643622536643316)
e. Vargafield Pty Ltd (no bank account details given)

## UAE

f. Gateway Limited (unknown overseas bank account)
265. See Annexure TRD6 for a visualisation of this tranche.
266. The payments made under Tranches 6 and 7 are unique in that they were made, as we discussed in our prior submission, after the contract between Estina and the Free State Department of Agriculture had been cancelled.
267. Tranche 6 was initiated through the deposit of R60m on the $8^{\text {th }}$ of May 2015 into Estina's FNB account ending 3906. On the $13^{\text {th }}$ of May 2015, the funds were dissipated in two payments:
a. R836 479 was transferred into an account held by Vargafield.
b. R59 750 000, was transferred to an account number 62536643622536643316. The ultimate owner/controller of this account is unconfirmed, but, based on the fact that this amount was reintegrated back into Estina's FNB account shortly thereafter we submit that was almost certainly a member of the Gupta enterprise.
268. On the $28^{\text {th }}$ of May 2015, R28.7m was deposited back into the Estina FNB business account 620573906 from an unidentified FNB money market account. The following day, R27,089,901.76 was transferred from the FNB account to SARS for VAT with the reference 4650257167 vc 2015062 . This amount could only have been derived from the R28.7m payment as, prior to this deposit, Estina's FNB current account only held a balance of R36 420.70.
269. It is unclear what underlying tax account was settled by the payment to SARS, although it is possible that it belonged to Estina based on documents from the \#Guptaleaks. In particular, on the 3 ${ }^{\text {rd }}$ of May 2011, Ashu Chawla received an email from Satyajeet Pandey (satyajeetpandey@gmail.com) with the subject line 'FW: Invoice from Everest.' The email requested that Chawla secure an invoice from 'Everest' (almost certainly Everest Metals, a Gupta enterprise company) in order to invoice Estina. The details for Estina included its Sandton address and Estina's VAT number, 4650257167. However, we have been unable to confirm if this was truly Estina's VAT number, or whether payments to this VAT number settled a legitimate VAT charge with SARS. We hope the Commission may be able to investigate this matter with the assistance of SARS.
270. On the $29^{\text {th }}$ of May and the $1^{\text {st }}$ of June 2015, the majority of the funds left over in the FNB account were transferred back into an unidentified money account with FNB in two transfers; the first, for R1m on the $29^{\text {th }}$ of May and the second for R600 000 on the $1^{\text {st }}$ of June 2015.
271. On the $15^{\text {th }}$ of July, R1m was transferred back into the FNB business account 620573906 from the unidentified FNB money market account. A further R200 000 was transferred into the FNB business account the following day. These two amounts commingled with a deposit made a week prior, on the $8^{\text {th }}$ of July 2015, whose source is unfortunately unclear based on documents at our disposal. Together, these three transfers increased the balance in the FNB business account from R43 233.84 to R1 401115.88 .
272. On the $16^{\text {th }}$ of July 2015, R1,297,733.97 was transferred SARS for VAT. Again, the reference provided was 465057167 vc 2015062.
273. Between the $23^{\text {rd }}$ of July and the $5^{\text {th }}$ of August 2015, further funds were reintegrated into the Estina FNB business account 620573906. This took place in four transfers:
a. R1m transferred from an unidentified FNB money market account on 23 July 2015
b. R1m transferred from an unidentified FNB money market account on 24 July 2015;
c. R29,792,389.19 transferred on the $27^{\text {th }}$ of July 2015 , which, based on the statement description, derived from the closure of an FNB money market or call account instrument with account number 62359070748;
d. R15,790,000 transferred on the $5^{\text {th }}$ of August 2015 from Estina's Bank of Baroda current account 9202020000255 . This amount was derived, as we showed above, from Tranche 5. This transfer thus had the effect of comingling Tranches 5 and 6.
274. Prior to moving onto the dissipation of these funds, it is worth considering the totality of transfers between the Estina FNB business account 62359070748 and the FNB money market/call account instruments noted above. A balance analysis shows that, with all transfers considered, the Estina FNB account was ultimately in credit to R60 092 389.19. This was almost exactly equal to the R59.75m transferred from Estina's FNB business account 62359070748 . The difference, just under R300 000, would likely be accrued interest earned during the prevailing period. This leads us to strongly suspect that the R59.75m paid to account number 62536643622536643316 was transferred onwards to the FNB money market/call account instruments, and from there back to Estina FNB - a classic form of round-tripping. These suspicions could be confirmed through the disclosure of the statements of 62536643622536643316 and the bank statements of the FNB money market/call account statements.
275. The bank statements for Estina's FNB account 62359070748 show that, as a result of the four inward transfers in July 2015 and August 2015, the account held a balance of R47 684804 as of the $5^{\text {th }}$ of August 2015. This amount was almost entirely dissipated in four transfers:
a. R8 957652.50 to Gateway Limited on the $7^{\text {th }}$ of August 2015;
b. R25 830000 via SWIFT to an offshore recipient on the $14^{\text {th }}$ of August 2015. The payment description ran 'Part payment of invoice.' We believe this to be Gateway Limited. This amount would have been equal to almost exactly $\$ 2 \mathrm{~m}$.
c. R10 304000 to an offshore recipient on the $14^{\text {th }}$ of August 2015. The payment description ran 'Part payment of invoice.' We believe this to be Gateway Limited. This amount would have been equal to almost exactly $\$ 800000$.
d. R2 580000 to Vargafield Ltd
276. We base our belief that the two payments of R25m and R10m were most likely paid to Gateway Limited based on inferences drawn from the Interim Curator's Report submitted in case 168/2018. At paragraph 8.5. of the curator's report it is recorded that a total of R85 828733 was transferred from the Estina FNB account to Gateway Limited. ${ }^{13}$
277. A simple calculation shows that adding the two payments made by SWIFT on the $14^{\text {th }}$ of August 2015 to all payments identified as being paid from the FNB account to Gateway Limited equals R85 828 733. This is set out in the table below:

Payments from Estina FNB Account to Gateway Limited

| Date | Amount | From | To | Source of <br> Information |
| :--- | :--- | :--- | :--- | :--- |
| $07 / 08 / 2015$ | R8,957,652.50 | Estina FNB <br> Business <br> Account <br> $(620573906)$ | Gateway Limited [bank <br> details unknown] | FNB20 |
| $09 / 05 / 2016$ | R4 577 280 | Estina FNB <br> Business <br> Account | Gateway Limited (no <br> bank details given) | FNB38 |

[^196]|  |  | (620573906) |  |  |
| :--- | :--- | :--- | :--- | :--- |
| $11 / 05 / 2016$ | R4 575 000 | Estina FNB <br> Business <br> Account <br> $(620573906)$ | Gateway Limited (no <br> bank details given) | FNB38 |
| $17 / 05 / 2016$ | R29 678 000 | Estina FNB <br> Business <br> Account <br> $(620573906)$ | Gateway Limited (no <br> bank details provided) | FNB38 |
| 18/05/2016 | R1906 800 | Estina FNB <br> Business <br> Account <br> $(620573906)$ | Gateway Limited | FNB38 |
| Subtotal | R49,694,732.50 |  | Estina FNB <br> Business <br> Account <br> $(620573906)$ | Described as: 'Part <br> payment of invoice' <br> Swift transaction so <br> overseas <br> Most likely Gateway <br> Limited |
| $14 / 08 / 2015$ | R25,830,000 | FNB20 |  |  |
| TOTAL | R85,828,732.50 |  | Unknown <br> Described as: 'Part <br> payment of invoice' <br> Swift transaction so <br> overseas |  |
| $14 / 08 / 2015$ | R10,304,000 | Estina FNB |  |  |
| Business |  |  |  |  |
| Account |  |  |  |  |
| $(620573906)$ |  |  |  |  |

278. Finally, on the $22^{\text {nd }}$ of October 2015, Vargafield transferred R250 000 into Estina's FNB current account. Of this, R183 002.78 was paid to SARS with the bank statement reference 'Internet Pmt To Sarseflng 0035957728.' A further R19 711.23 was paid to SARS with the bank statement reference 'Internet Pmt To Sarseflng 0036288104.'

### 7.10. Laundering Proceeds from Tranche 7

## 279. Traceable Endpoint of Money Flows

a. Gateway Limited - R40 373080
b. Payment to SARs for VAT with reference 4650257167 vc 2016064 - R5 384413.26
280. Accounts Used

## South Africa

a. Estina Pty Ltd FNB account number 62505753906
b. Estina Pty Ltd FNB call account number 62611308554

## UAE

c. Gateway Limited
281. See Annexure TRD7 for a visualisation of this tranche.
282. Tranche 7 was initiated through the deposit of R46 252652 into Estina's FNB account ending 3906 on the $5^{\text {th }}$ of May 2016. This deposit increased the balance in the FNB account from R312 318.94 to R46 564 970.94. This amount was then split into two main streams.
283. In the first stream: a total of R40 373080 was transferred from Estina's FNB account to Gateway Limited. The transfer of these funds took place in four payments in May 2016, almost immediately after the receipt of funds from the Free State government:
a. R4577 280 on the $9^{\text {th }}$ of May 2016;
b. R4 575000 on the $11^{\text {th }}$ of May 2016;
c. R29 678000 on the $17^{\text {th }}$ of May 2016;
d. R1 906800 on the $18^{\text {th }}$ of May 2016;
284. The second stream involved placing the remainder of the funds in Estina's FNB call account 62611308554, until such time as payments were made, largely to SARS.
285. This stream was initiated on the $11^{\text {th }}$ of May 2016, when R5.5m was transferred from Estina's FNB account 620573906 to its FNB call account 6261108554. This amount was held in the call account until the $28^{\text {th }}$ of July 2016, whereupon it was dissipated in three transfers:
a. R4,384, 413.26 paid on the $28^{\text {th }}$ of July 2016 from the call account 6261108554 to SARS with reference 4650257167vc2016064;
b. R1m transferred from the call account 6261108554 to Estina's FNB account 620573906;
c. This same R1m transferred from Estina's FNB account 620573906 to SARS with reference 4650257167 vc 2016064
286. As noted above, the payments to SARS/VAT with reference 4650257167 vc 2016604 may have been to settle Estina's VAT obligations, although this will need to be confirmed with SARS.
287. On the $16^{\text {th }}$ of September 2016, R180,406.38 was transferred from Estina's FNB call account 6261108554 to Estina's business account 620573906. This amount was held in the business account until the $31^{\text {st }}$ of October 2016, when it was transferred, along with other funds, to a South African account named PWE Trading, in a transfer totalling R210 000. We have not yet established the beneficial owner of PWE Trading.

## Section 8: Summary of the Dissipation of Funds Paid by the Free State Government to Estina (PTY) Ltd

288. Based on the banking documentation for Estina PTY Ltd held at Standard Bank, First National Bank, Stanlib and the Bank of Baroda, and the UAE ledgers, it is possible to calculate the total amounts of funds received by Estina PTY Ltd between June 2012 and April 2017, and the ultimate disposition of these funds.

289
The traceable-endpoint of funds on a tranche-by-tranche basis is set out in the table below:

Table 1: Summary of Beneficiaries by Tranche

| Tranche <br> Number | Amount Paid by the Free State Government and Date of Payment | Traceable End-Point of Funds (linked to Gupta Enterprise companies) | Amount |
| :---: | :---: | :---: | :---: |
| 0 | R30m on $11^{\text {th }}$ of June 2012 | Linkway Trading | \$ 1347000 |
|  |  | Oakbay Investments | \$200 000 |
|  |  | Star Engineering | \$72 231.14 |
|  |  | Lin Yu Ju | \$50 000 |
|  |  | Shivani and Achla Gupta | AED 737220 |
|  |  | Suspected Hawala Transfers | AED 735825 |
| 1 | $\begin{aligned} & \text { R34.95m on } \\ & 18^{\text {th }} \text { of April } \\ & 2013 \end{aligned}$ | Vargafield | R13.4m |
|  |  | Gateway Limited | Approximately <br> R4.4m |
|  |  | Linkway Trading | R157 320 |
|  |  | Unknown Recipients | R6.4m |
| 2 | R30m on $26^{\text {th }}$ of April 2013 | Oakbay Investments | \$3m |
|  |  | Idea for Life General Trading | \$65 270.39 |
|  |  | Third Eye Enterprises | AED125 000 |

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|  |  | Revelin Global Pty Ltd Australia | AED 73222 |
| :---: | :---: | :---: | :---: |
|  |  | Global Corporation | \$95000 |
|  |  | Unidentified Offshore Recipient | \$108 932.40 |
| 3 | $\begin{aligned} & \text { R19 } 050000 \text { on } \\ & 3^{\text {rd }} \text { of May } 2013 \end{aligned}$ | Linkway Trading | \$1986 000 |
| 4 | $\begin{aligned} & \text { R29 } 950000 \text { on } \\ & 20^{\text {th }} \text { of } \\ & \text { December } 2013 \end{aligned}$ | Vargafield Pty Ltd | R18.237m |
|  |  | UTI South Africa | R5.825m |
| 5 | R30m on $25^{\text {th }}$ of July 2014 | Estina Pty Ltd at FNB | R15.79m |
|  |  | Vargafield Ltd | R14.2m |
| 6 | R60m on $8^{\text {th }}$ of May 2015 | SARS/VAT with Reference 4650257167vc2015062 | R28 590349.74 |
|  |  | SARS Efiling (003597728) | R183,002.78 |
|  |  | SARS Efiling (0036288104) | R19,711.23 |
|  |  | Vargafield | R3,116,479.10 |
|  |  | Gateway Limited | R45 091652.20 (commingled with funds from Tranche 5) |
| 7 | R46 252652 on <br> $5^{\text {th }}$ of June 2016 | SARS/VAT with Reference 4650257167vc2015062 | R5,384,412.26 |
|  |  | Gateway Limited | R40,737,452 |

290. The total value of all credits into Estina or Kamal Vasram's banking facilities amounted to R891 823 530.33.
291. Of this, the Free State government made direct deposits into Estina's banking facilities totalling R280 202652.
292. The sources of the other R611 620878.33 were:
a. R5 145897.12 interest earned on the money paid to Estina by the Free State Department of Agriculture;
b. R22 164951.81 from sources not connected to the deposits of Free State funds;
c. R584 310029.40 in transfers that constituted the round-tripping of Free State funds
293. Thus, over 97\% of all deposits into Estina's accounts were ultimately derived from the Free State Department of Agriculture.
294. 

Of the total value of Free State deposits and accumulated interest (R285,348,549.12), R229 038271.82 were transferred to companies forming part of the Gupta enterprise, in the following amounts:
a. R169 523396.82 to Gateway Limited, of which $\$ 3330700$ was transferred to the benefit of Linkway Trading and \$3 100000 to the benefit of Oakbay Investments Ltd;
b. R59 505875 (net) to Vargafield
295. A further R34 563580.12 was transferred to SARS.
296. The UAE ledgers appearing in the \#Guptaleaks allows us to trace the disposition of some of the payments made to Gateway. In this regard, we note that the following amounts were transferred to the ultimate benefit of the Gupta Enterprise:
a. $\$ 3330700$ to Linkway Trading from Gateway Limited, which was paid against invoices raised related to the Sun City wedding;
b. \$3 100000 paid to Oakbay Investments Ltd;
297. A mere R21 746697.18 was transferred to accounts or recipients other than SARS, Gateway and Vargafield. Many of these transfers, moreover,
were made as salary or other payments to individuals closely associated with the Gupta enterprise such as Kamal Vasram.
298. As should be apparent from the above, only a very small fraction of funds deposited into Estina or Kamal Vasram's banking facilities by the Free State Department of Agriculture can, based on the available documentation, be linked to the establishment and running of the Vrede Integrated Dairy Project.


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regarding the

Estina/Vrede Integrated Dairy Project
by

Shadow World Investigations
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## Executive Summary and Recommendations

1. The following submission is the first of two submissions on the Estina/Vrede Dairy Project. In this submission we highlight the involvement of the Gupta family, their associates and other companies (the 'Gupta enterprise') in the conceptualisation, initiation and conduct of the Estina/Vrede Dairy Project, and place such involvement in the broader context of the capture of the Free State government. Our second submission will focus on tracing the disposition of monies paid to Estina by the Free State Department of Agriculture, and unravelling the complicated money laundering networks used to facilitate the diversion of government funds to the ultimate benefit of the Gupta enterprise.
2. Between the $11^{\text {th }}$ of June 2012 and the $5^{\text {th }}$ of May 2016, Estina was paid R280.2m by the Free State Department of Agriculture. These funds were paid to Estina in fulfilment of an agreement that envisaged that Estina would deliver a dairy farm (the Vrede Integrated Dairy Project) in the town of Vrede in the Free State. Estina agreed to invest its own share of funds (R220m), and also oversee the division of shares or benefits in the company to local beneficiaries to uplift the local economy.
3. Of the R280.2m paid to Estina by the Free State Department of Agriculture, only a fraction was ever paid for services or products related to the Vrede Dairy Project.
4. Instead, the vast majority of the funds were transferred from Estina's bank accounts into accounts controlled by the Gupta family and their criminal network, which we call the Gupta enterprise.
5. The intended beneficiaries of the scheme - the local communities of Vrede and Warden - did not receive any notable material benefit from the project. Instead, the material benefits were received by the Gupta enterprise.

## The Criminal Scheme and State Capture

6. We submit that the entire Vrede Dairy Project, from the moment of its conceptualisation until its conclusion, was a criminal scheme designed to divert money from the government to the benefit of the Gupta enterprise. There was no real attempt to establish a Vrede Dairy Project at the scale promised in Estina's business proposals, and certainly no meaningful attempt to pass on the benefits of such a project to local beneficiaries.
7. The scheme was aided and abetted by a number of captured government officials. The roles of Peter Thabethe, Mosebenzi Zwane and Ace Magashule are particularly notable in this regard. We also note the many connections between the Gupta enterprise and provincial politicians, including Thabethe, Zwane and Magashule.
8. The Estina/Vrede Dairy Project took place in the broader context of a more systematic capture of the Free State government. Records from the \#Guptaleaks and other sources show that the Gupta enterprise was involved in at least four other projects through which they sought to extract funds from the Free State government to which they had no rightful claim. These include:
a. the sale of laptops to the Office of the Premier by Sunbay Trading Ltd, a company working as an effective front for Sahara Computers, in which the Free State government was massively overcharged;
b. the intention to initiate a 'City of Tomorrow' project, through which a Gupta enterprise entity in Dubai would be entitled to substantive unearned fees;
c. the decision on the part of large numbers of Free State libraries and schools, and government departments, to place excessive subscriptions with The New Age newspaper, and to direct large amounts of advertising spending to the same;
d. the provision of mobile medical units by Cureva/Mediosa to the Free State Department of Health, through which Gupta enterprise companies were due to earn enormous undue fees.
9. An examination of these four projects show that the Estina project was one of a number of criminal schemes designed by the Gupta enterprise and that, moreover, the Estina project followed a modus operandi developed and perfected through the Gupta enterprises' capture of Free State government contracts.
10. Further, we note the Estina/Vrede Dairy Project:
a. was conceptualised and approved within a period of only three months;
b. was approved on the basis of a business plan and proposal that provided almost no detail as to the feasibility and cost of the project;
c. was approved on the basis of a business plan and proposal that was found by an independent reviewer to be materially flawed, based on faulty assumptions and unfit for purpose;
d. was approved without any competitive bidding process;
e. was approved despite the fact that Estina appeared to have no agricultural expertise;
f. was approved despite the fact that the sole director of Estina, Kamal Vasram, had no farming experience, but whose previous work experience was as an IT consultant for Intel and Lenovo, and who was invoicing Gupta-controlled entities on a monthly basis from 2011 onwards;
g. was approved despite the fact that Estina only registered itself with the company's register as being engaged in agricultural and farming related activities months after the project was approved;
h. was entered into by the Free State Department of Agriculture by Peter Thabethe a full week before the project had been formally approved by the Provincial expo;
i. failed to properly account for the ways in which it spent funds received from the Free State government, which itself was delinquent in failing to properly monitor and evaluate the project; and
j. failed to identify and appoint beneficiaries to the project in a satisfactory manner and made no substantive effort to transfer shares in the Vrede project to the intended beneficiaries.

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11. We further note that Estina:
a. secured free use of land on which the dairy was to be located through a highly favourable 99-year lease awarded to it be the Free State government;
b. was paid a total of R280.2m between the $11^{\text {th }}$ of June 2012 and $5^{\text {th }}$ of May 2016, of which only a tiny fraction was paid out to service providers or other companies who could reasonably be assumed to be engaged in agricultural activity;
c. and was paid R106m between May 2015 and May 2016, despite the termination of Estina's involvement in the Vrede Dairy Project and despite the remedial measures called upon by the Accountant General for payments on the Project to be halted;
12. Further, we note that, despite loud and repeated denials, the Gupta enterprise was deeply involved in all aspects of the Estina dairy project from conceptualisation through to completion. In this regard we note that:
a. The Gupta enterprise had a pre-existing business relationship with Sanjeev Gautam through Indian company Gateway Infrastructure. Sanjeev Gautam held shares in the company alongside Anil Gupta. Sanjeev Gautam was Estina's signatory to the contracts signed between Estina and the Free State Department of Agriculture in his stated role as Managing Director;
b. Sanjeev Gautam relied extensively on Sahara to secure visas to visit South Africa for himself and for representatives of Paras Dairy. It was during one such trip, secured with the assistance of Sahara, that Estina signed its MoU with Paras Dairy. That MoU was signed by Sanjeev Gautam for Estina and Gajinder Kumar for Paras Dairy, the latter of whom had secured his visa with the assistance of Gautam and Sahara;
c. Kamal Vasram, the sole director of Estina, had a long-lasting association with the Gupta enterprise, which included operating Sunbay Trading in the sale of Sahara laptops to the Free State
government, invoicing Gupta companies for R11 000 a month in 2011 onwards, attending a number of meetings with Tony Gupta, and, as a sales representative for Toshiba, managing the sale of Toshiba products through Sahara Computers;
d. SES Technologies, an Indian-registered company controlled by the Gupta family, was involved in securing the visa for Thabethe's 'research trip' to India, on the basis of which Thabethe claims to have decided to pursue the Vrede Dairy Project with Estina and Paras;
e. Ashok Narayan, a Gupta enterprise employee, was involved in attempting to negotiate a 99-year lease agreement for use of the land in the Phumelele Municipality for Estina/Zayna Investments, and was accompanied by Johan Van Schalkwyk, an employee of the law firm van der Merwe Associates, which was kept on retainer by the Gupta enterprise. At the same time, Narayan was serving as an official advisor to the Premier Ace Magashule;
f. The Project Manager of Estina's day-to-day farming, Chandrama Prasad, had a pre-existing personal and business relationship with the Gupta enterprise, including serving as a director in a business registered in India and controlled by the Gupta enterprise. In addition, Prasad's son, Anubhav, was employed by Tegeta ,a Gupta-owned mining company, from 2013 onwards;
g. At least one witness testified to the Commission that Tony Gupta attempted to intercede on Estina's behalf to demand payment of funds that Estina claimed to be entitled to from the Free State Department of Agriculture;
h. Ashu Chawla (see dramatis personae above) and Sahara Computers were involved in securing work visas and necessary waivers from the South African Department of Home Affairs for at least three employees of Estina;
i. Estina's registered address, as recorded in its two contracts with the Free State Department of Agriculture, was shared with a number of companies forming part of the Gupta enterprise;
j. Estina's financial accounting servers were hosted on Sahara's servers, and Sahara's IT department was responsible for ensuring Estina employees and other individuals gained access to the servers;
k. Certain day-to-day transactions, including a R750 payment to Estina's accounting firm, were routed through and approved by Sahara employees;
I. At least one employment contract between Estina and an employee listed Ashu Chawla as the proper contact person;
m . On the one notable occasion where Estina did seemingly import equipment from India, they did so from a supplier that had held at least one meeting with Atul Gupta, and relied on Gupta enterprise employees to make the requisite logistical arrangements with UTI South Africa.
13. Further, we note that at least three senior officials overseeing the project Peter Thabethe, Mosebenzi Zwane and Ace Magashule - shared links with the Gupta enterprise. These links include:
a. When Peter Thabethe made his 'research trip' to India to meet with Paras Dairy, Estina's intended business partner, he was accompanied by Ashok Narayan. Narayan was a member of the Gupta enterprise. Narayan was appointed a Premier's Advisory Council by Ace Magashule on the $29^{\text {th }}$ of February 2012. Thabethe's trip to India was supported by SES Technologies, an Indian company owned and controlled by the Gupta enterprise. SES Technologies wrote a supporting letter so that Thabethe could receive a visa, in which it undertook to take care of Thabethe's needs on the trip. \#Guptaleaks records show that Thabethe made at least two trips to the Gupta's Saxonwold compound in the company of Mosebenzi Zwane;
b. Zwane, who served as the MEC for Agriculture in the Free State during the period in which the Estina/Vrede project was conceptualised and implemented, received direct benefits from the Gupta enterprise. In October 2012, Zwane travelled to India with his gospel choir for an all-
expenses paid tour. This was only a month after he had approved the 99-year lease agreement entered into between the Department of Agriculture and Estina. The tour was paid for by the Guptas; a benefit that Zwane never declared as required by government regulation. ${ }^{1}$ The \#Guptaleaks revealed that Zwane made five visits to the Gupta's Saxonwold compound between January and August 2013. Zwane was also an attendee at the wedding of Vega Gupta and Aakash Jahajgarhia. ${ }^{2}$
c. Ace Magashule appointed the Gupta enterprise employee Ashok Narayan as an advisor in February 2012. Magashule was also mentioned in the \#Guptaleaks - one record from October 2012 shows a meeting between Tony Gupta and 'Gift father.' 'Gift father' is most likely a reference to Magashule, as Gift is the name of his son, Tshepiso. ${ }^{3}$ Tshepiso was employed as a consultant by the Guptas in at least 2010, and joined the Gupta brothers Ajay, Rajesh, Atul and their families on a three week holiday to New York City and Venice. ${ }^{4}$ PieterLouis Myburgh has alleged that Tshepiso lives in a house in the upmarket Johannesburg suburb of Saxonwold that is owned by Confident Concept, a Gupta enterprise company. In October 2019 the allegation was confirmed when it was reported tha Tshepiso as evicted from the property by business rescue practitioners. ${ }^{5}$ Property records confirm that Confident Concept owned 18 Avonwold Road in Saxonwold, while \#Guptaleaks records show that Gift was acknowledged to be living there. Myburgh further alleges that Ace Magashule held meetings with the Gupta brothers at this address. Tshepiso and another brother, Thato, travelled to Dubai in December

[^197]2015 and stayed in a luxury hotel for 8 days. The 'bed and breakfast' portion of the bill was covered by Sahara Computers. ${ }^{6}$
14. Estina's involvement in the Vrede Dairy Project was a shameful exercise of theft and fraud that stole scarce government resources away from a muchneeded community project. The brazenness of the crime is breathtaking.

## The Enablers of State Capture

15. The theft, laundering and integration of funds from the Estina project were only made possible by enabling institutions. In this regard, we highlight KPMG, Standard Bank, First National Bank and the Bank of Baroda as key South African institutions that facilitated the rapid and repeated laundering of funds. Further, Standard Chartered Bank, Mashreq Bank and the Bank of Baroda are implicated in facilitating the laundering of funds through accounts held by the Gupta enterprise in Dubai.
16. Of most serious concern, to our mind, are the roles of First National Bank and the Bank of Baroda. Estina's FNB account was was used by Gupta enterprise to receive and launder over R100m in funds from the Free State government that had been paid to Estina after their role in the Vrede Dairy Project had been terminated. Bank of Baroda, meanwhile, was absolutely central to the laundering of funds from the Estina project.
17. The role of enabling institutions, however, has not been dealt with substantively in this submission. We direct the Commission, instead, to a joint submission made by ourselves and Open Secrets, where the role of enablers is more clearly outlined and the Estina case examined in more detail from this perspective. It is worth noting, here, that records from the \#Guptaleaks shows senior Bank of Baroda employees in South Africa received benefits such as holidays and flights paid for by the Gupta enterprise.

[^198]18. Based on the evidence put forward in this submission, we recommend that:
17.1 the Commission further investigate and/or make findings of fact regarding:
i. the role of Peter Thabethe in the Estina/Vrede Dairy Project, and, in particular, whether or not his actions constituted a prima facie violation of his duties under the Constitution, the PFMA, the Prevention and Combating of Corrupt Activities Act or other relevant legislation;
ii. the role of Mosebenzi Zwane in the Estina/Vrede Dairy Project, and, in particular, whether or not his actions constituted a prima facie violation of his duties under the Constitution, the PFMA, the Prevention and Combating of Corrupt Activities Act or other relevant legislation;
iii. the role of Ace Magashule in the Estina/Vrede Dairy Project, and, in particular, whether or not his actions constituted a prima facie violation of his duties under the Constitution, the PFMA, the Prevention and Combating of Corrupt Activities Act or other relevant legislation;
iv. the role of Seipate Sylvia Dhlamini in the Estina/Vrede Diary Project, and, in particular, whether or not her actions constituted a prima facie violation of her duties under the Constitution, the PFMA, the Prevention and Combating of Corrupt Activities Act or other relevant legislation;
v. the roles played by enabling financial institutions, in particular the Bank of Baroda, Standard Bank and FNB, in the Estina/Vrede scandal, and whether these institutions failed in their duties to report suspicious activity to the relevant authorities as required by law, in particular the Financial Intelligence Centre Act and the Prevention and Combating of Corrupt Activities Act;
vi. the role of the Gupta enterprise in conceptualising, initiating and benefiting from the Estina/Vrede Dairy Project; and
17.2. the Commission refer the results of these investigations to the relevant law enforcement agencies responsible for criminal prosecution and the institution of civil proceedings to facilitate recovery of assets, where appropriate.


## About Shadow World Investigations

1. Shadow World Investigations (hereafter SWI) is a not-for-profit limited liability company registered in the United Kingdom. SWI was formed by Andrew Feinstein and Paul Holden.
2. SWl's vision is of a global political environment in which those most responsible for the economic despoliation of grand corruption, including both perpetrators and enablers, are fully held to account for their crimes. At the same time, SWI believes that, with the right amount of political will, state institutions can be reformed in ways that innoculate them from the corrupting impacts of dirty money on democratic decision making.
3. SWl's mission, which aims to achieve its vision, is to detail and expose instances of corruption and its impact on democracy, human rights and sustainable development across the world in order to precipitate strong action against it.
4. SWI's staff members have a long history of undertaking complex investigations into politically sensitive issues of grand corruption. Both Paul Holden and Andrew Feinstein have published widely on South Africa's political economy, democracy and the impact of corruption on South Africa's social and political fabric. This has included four books written between Holden and Feinstein that have detailed the endemic corruption that tainted the notorious 1999 "Arms Deal."
5. Andrew Feinstein and Paul Holden were also directors of Corruption Watch UK, the predecessor organisation to SWI. Corruption Watch undertook numerous investigations into grand corruption related to the arms and extractive industries, with a particular focus on exposing the blurring of lines between the state and business.
6. While this submission is made by SWI, the lead author is Paul Holden. His CV is attached as Annexure A. If SWI is called to give oral evidence this will be done by Paul Holden.


## Introduction

7. The following submission is made by SWI to the Zondo Commission of Inquiry in terms of Rule 6 of the Rules of the Commission. The submission is intended to provide information to the Zondo Commission to assist the Commission in investigating allegations of state capture.
8. In particular, this submission consists of evidence-based findings regarding the Estina/Vrede Dairy Project, which falls within the ambit and scope of the Commission's mandate detailed in its terms of reference.
9. This is the first of two submissions on this topic. This submission focuses on establishing the links between the Estina/Vrede Dairy Project and the Gupta criminal enterprise. The second submission details the money laundering systems used by the Gupta criminal enterprise to wash funds emanating from Estina, and provides a detailed description and depiction of how these funds were laundered into accounts controlled by the Gupta enterprise in South Africa and abroad.
10. This submission, as reflected in the Index, is structured as follows:
a. Section 1: A brief preliminary discussion on the sources used and the implications of these sources for the Commission's work in addition to ancillary matters of housekeeping;
b. Section 2: An explanatory note locating the Estina project within our broader understanding of the Gupta network as an example of racketeering and organised crime;
c. Section 3: A discussion of the context of the Estina/Vrede Dairy Project, in particular the extent of the Gupta network's capture of the Free State government machinery and other contracts sought and secured through this state capture network;
d. Section 4: An account of the initiation and conduct of the Dairy Project, in which we outline a disturbing number of violations of good
procurement practice, including the Public Finance Management Act, that speaks to corrupt conduct;
e. Section 5: A discussion of the conduct of the Vrede Dairy Project during the period in which it was under Estina's control, and the multiple failures of the Free State government in establishing basic mechanisms of accounting to ensure that Estina was using the funds as stated;
f. Section 6: A discussion of the payment of funds to Estina by the Free State government after the cancellation of Estina's contract with the Free State government;
g. Section 7: A detailed discussion of the role played by the Gupta enterprise in conceptualising, initiating, running and profiting from the Estina/Vrede Dairy Farm project, and the connections between the Gupta enterprise and government officials responsible for overseeing the initiation and implementation of the Estina/Vrede Dairy Project;
h. Section 8: A discussion of the benefits accruing to Free State government officials, their family or associates from the Gupta family.

## Dramatis Personae

Chaturvedi, Vikas: An employee of the Guptas based in India responsible for logistical and administrative tasks such as arranging passports and visas.

Chawla, Ashu: A central cog in the Gupta enterprise. Chawla served as the Chief Operating Officer of Sahara. The \#Guptaleaks archive shows that Chawla was intimately involved in the conceptualisation and execution of the Vrede/Dairy Project, as well as the many other Gupta-linked scandals. Chawla was directly involved in monitoring and directing the offshore money laundering networks used by the Guptas in UAE and India. Chawla held directorships in, inter alia, Oakbay Investments (Pty) Ltd, Oakbay Resources and Energy (Pty) Ltd and Sahara Systems (Pty) Ltd. Oakbay Investments was the recipient of a large sum of money ultimately derived from payments made to Estina by the Free State government.

Dhlamini, Seipate: The Chief Financial Officer at the Free State Department of Agriculture when the first payments were made to Estina, which she approved. Both the Accountant General and Public Protector recommended in 2014 that Dhlamini face disciplinary proceedings in relation to the Estina payments. These proceedings were never instituted. Dhlamini was indicted in 2018 for her role in approving payments to Estina. The criminal charges were dropped in late 2018.

Gautam, Sanjeev: An Indian national closely connected to the Gupta enterprise and to Estina. Gautam was the signatory to a number of key contracts signed in the Estina case, notably the two partnership agreements signed between Estina and the Free State Department of Agriculture and June and July 2012. Gautam was recorded as the 'Managing Director' of Estina in the contracts. Documents from the \#Guptaleaks show that Gautam relied on the logistical support of the Gupta enterprise to secure visas and other assistance. They also show that he was a shareholder in an Indian company, Gateway Infrastructure, alongside Anil Gupta. Anil Gupta and Arti Gupta (the wife of Rajesh Gupta) served as directors in Gateway Infrastructure. Gautam held these shares prior to and during the Estina/Vrede scandal. Documents from the \#Guptaleaks also show that Gautam was paid an amount equal to approximately R30 000 on the instructions of Ashu Chawla in June First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019

2012 - the same month that Estina signed its contract with the Free State Department of Agriculture.

Grover, Sanjay: A key Gupta lieutenant based in Dubai. Grover was responsible for managing, overseeing and conducting business through the Guptas offshore money laundering network based in the UAE. Grover was listed as the sole director of a number of these companies, the structure of which is described in more detail in the second submission to be made on Estina.

Gupta, Achla: Sister of the three Gupta brothers. Records from the \#Guptaleaks show that an amount derived from money laundered from the Estina proceeds was destined to be paid to her.

Gupta, Ajay: The oldest Gupta brother.

Gupta, Arti: The wife of Rajesh Gupta. Documents from the \#Guptaleaks show that Arti was the co-director of an Indian company, Gateway Infrastructure, alongside Anil Gupta. Sanjeev Gautam, Estina's 'managing director', was a shareholder in Gateway Infrastructure prior to and during the Estina/Vrede dairy project. Arti had previously been registered as a director of Confident Concept (Pty) Ltd, the company that owned the house occupied by Tshepiso Magashule.

Gupta, Anil: The brother-in-law to the Gupta brothers, married to Achla Gupta. Anil held shares in Gateway Infrastructure alongside Sanjeev Gautam, the 'managing director' of Estina.

Gupta, Atul: The second oldest Gupta brother. Atul served as the director of, inter alia, Confident Concept (Pty) Ltd and Sahara Computers (Pty) Ltd.

Gupta, Rajesh: The youngest of the Gupta brothers, also known as Tony. Rajesh served as the director of, inter alia, Confident Concept (Pty) Ltd and Mabengela Investments (Pty) Ltd. The \#Guptaleaks records show that Tony was frequently informed of the financial position of the offshore network of companies based in the

UAE that was used to, inter alia, launder and dissipate funds paid to Estina by the Free State Department of Agriculture.

Gupta, Shivani: The wife of Ajay Gupta. Records from the \#Guptaleaks show that an amount derived from money laundered from the Estina proceeds was to be paid to her.

Gupta, Vega: Niece to the three Gupta brothers. Vega Gupta's married Aakash Jahajgarhia at Sun City in 2013. The lavish ceremony was ultimately paid for with funds paid to Estina by the Free State Department of Agriculture and laundered through the Gupta enterprises' elaborate offshore network.

Indurjeeth, Saliesh: An employee of Sahara Systems, who often controlled the email address 'admin@sahara.co.za'. Emails from the \#Guptaleaks show that Indurjeeth was involved in managing logistics and other matters for Estina. They also show that Indurjeeth controlled and ran the email address accounts@estina.co.za.

Joemat-Petterson, Tina: served as the national Minister of Agriculture, Forestry and Fisheries between the 2009 and May 2014. According to an investigation by Scorpio, Joemat-Petterson held a number of meetings with Tony Gupta in 2012. The same investigation notes that these meetings took place contiguous with key developments in the Estina project that had relevance to the national Department of Agriculture. In particular, the meetings took place during the period in which the Free State provincial government was seeking to allocate funds to the payment of Estina, whose transfers would have relied on the approval of the national Department of Agriculture.

Ju, Lin Yu (Alex): \$50,000 of the money stolen and laundered from the Estina project was transferred to Ju as a loan.

Kumar, Gajinder: An employee of VRS Foods trading as Paras Dairy. Kumar signed a Memorandum of Understanding on behalf of VRS/Paras with Estina in April 2012. The \#Guptaleaks archive shows that Kumar's visa to visit South Africa and sign the MoU was secured with the assistance of Gupta employees.

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Magashule, Ace: The Premier of the Free State province during the life of the Estina/Vrede Dairy Project. Minutes of Provincial cabinet minutes show that Magashule approved the Estina/Vrede Dairy Project in 2012. In 2014, Magashule was instructed by the Accountant General and the Public Protector to halt payments on the project in 2014. This was not done.

Magashule, Tshepiso Gift: Ace Magashule's son. The \#Guptaleaks archive show that Tshepiso was employed by the Gupta-controlled company Mabengela Investments alongside Duduzane Zuma, the latter of whom held a directorship in the company. He also joined the Gupta family on holiday. Tshepiso lived in a Johannesburg home on Avonwold in Saxonwold owned by Confident Concepts, a Gupta-controlled company. Records from the \#Guptaleaks show that Confident Concepts paid for the electricity bills at the Avonwold House. Pieter-Louis Myburgh, who has written extensively on State Capture and the Premiership of Ace Magshula, alleges that Ace Magashule held a number of meetings with the Gupta brothers at the Avonwold address. The \#Guptaleaks shows meeting with Tony Gupta and 'Gift Father' - Ace Magashule - at the Gupta compound in Saxonwold.

Naidu, Ugeshni: An employee of Sahara Computers. The \#Guptaleaks records show that Naidu was involved in at least one email discussion related to the day-today management of Estina's accounting and payments.

Narayan, Ashok: Widely described as a key Gupta lieutenant, Narayan has been implicated in a number of Gupta-linked scandals, including acting as the frontman for 'Homix', a company that received success fee payments from Neotel in relation to the award of Transnet contracts. Narayan was appointed to an Advisory Council convened Ace Magashule in February 2012. Narayan also travelled with Thabethe to India to 'research' dairy production partners. Narayan served as a director of Linkway Trading, the South African entity through which the Guptas paid laundered Estina funds to settle costs related to the infamous Sun City wedding. In one email emanating from the \#Guptaleaks from November 2012 Narayan described himself as 'Member: Advisory Council, Office of the Premier, Free State Province, Africa.'

Nath, Ravindra: A senior Gupta enterprise employee. The \#Guptaleaks emails show that Nath was part of email conversations related to Estina, including sending documents to various banks in what appears to be an attempt to raise loans for the Estina project. Nath was a director in a number of Gupta enterprise companies such as Tegeta Exploration \& Resources, Mabengela Resources and Energy and Idwala Coal.

Prasad, Chandrama: An employee of Estina based in Vrede. Prasad served as the Project Manager of the Estina/Vrede Dairy Project in Vrede. Emails from the \#Guptaleaks show that Prasad secured work visas and other necessary waivers from the Department of Home Affairs with the assistance of Ashu Chawla. They also show that Prasad had business relationship with the Gupta enterprise that preceded his employment by Estina.

Ragavan, Ronica: A key Gupta lieutenant, who was appointed acting CEO of the Gupta holding company, Oakbay Investments (Pty) Ltd in 2016. Ragavan held directorships in, inter alia, Linkway Trading (Pty) Ltd, Oakbay Resources and Energy and Sahara Systems (Pty) Ltd.

Sharma, Iqbal: A key player in the alleged capture of Transnet on behalf of the Guptas. Sharma was appointed to the powerful Board Acquisitions and Disposals Committee at Transnet, which was involved in steering large locomotive contracts to China South Rail. Sharma was also a business partner of Salim Essa, another wellknown Gupta lieutenant.

Tak, Evan: A senior Sahara Computers employee. The \#Guptaleaks emails show that Tak was involved in at least one discussion regarding the importation of equipment for Estina. Tak served as a director of Sahara Computers (Pty) Ltd.

Thabethe, Peter: The Head of Department for the Free State Department of Agriculture during the conceptualisation and life of the Estina/Vrede dairy project. Thabethe was a key player in driving the conceptualisation and formalisation of the project, and signed the partnership agreements between the Department and Estina in June and July 2012. Both the Accountant General and Public Protector

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recommended disciplinary hearings be started against Thabethe for his role in the approval of the Estina/Vrede project. Investigations by Treasury also found that he had violated the Public Finance Management Act in approving the project. Thabethe was indicted alongside a number of other individuals in 2018, and was also subject to asset seizures following applications by the NPA and Asset Forfeiture Unit in the same year. The criminal charges were dropped in late 2018, while the asset forfeiture cases were dismissed by the High Court on two occasions in the same year.

Tuteja, Suresh: A former employee of JIC, a Gupta-linked and owned company, Tuteja operated in India and provided assistance in managing the Gupta's offshore companies and banking.

Vasram, Kamal: The main frontman for the Estina/Vrede Dairy Project. Vasram was the sole director of Estina (Pty) Ltd and Mohoma Mobung Diary [sic] Project (Pty) Ltd, the latter of which was intended to house shares for the local beneficiaries of the Estina/Vrede dairy project. Prior to directing Estina, Vasram had worked as in IT at Intel and then Lenovo. Documents from the \#Guptaleaks show that from at least March 2011, Vasram invoiced Linkway Trading, a Gupta enterprise company, R11 000 on a monthly basis as a consultancy fee. Documents filed by the NPA in asset forfeiture proceedings have shown the Vasram was intimately involved in the extensive money laundering network used to launder funds paid to Estina by the Free State Department of Agriculture, either as an account holder or in approving financial arrangements on Estina's behalf. Kamal Vasram was also the sole director of Sunbay Trading Ltd, a front for Sahara Computers that was used to sell laptops to the Free State government at massively overinflated prices.

Zuma, Duduzane: The son of former President Jacob Zuma. Duduzane earned a monthly salary as an employee and director of Mabengela Investments, in which he held a 45\% shareholding. Mabengela Investments also employed Tshepiso Magashule. Rajesh Gupta served as a director of Mabengela Investments alongside Duduzane. Duduzane also served as a director in Sahara Computers.

Zwane, Mosebenzi: A key figure in multiple state capture allegations, Zwane served as the Free State MEC for Agriculture during the period in which the Estina/Vrede dairy project was approved and payments were first made. Zwane was subsequently appointed as the Minister for Minerals and Energy, where he allegedly made numerous interventions to benefit the Gupta family and its corporate interests. Zwane, as MEC for Agriculture, approved the initiation of the Estina/Vrede dairy project. Zwane was directed, by the Accountant General, to initiate disciplinary proceedings against Peter Thabethe and Seipate Dhlamini, and to halt payments on the Estina/Vrede project. Zwane implemented neither of these instructions. The \#Guptaleaks records show that Zwane, his gospel choir and the future mother of his child, were treated to an all-expenses paid trip to India in October 2012, the same month Zwane approved a highly favourable lease agreement between the Free Department of Agriculture and Estina.


## Section 1: Sources, Admissibility and Right to Reply

11. In compiling this submission, we have relied on a number of sources and documents that we believe the Commission already has in its possession. While this indicates that the Commission will be familiar with their content, we continue to undertaken an in-depth summary and discussion of these documents. We do this to provide cogency to this submission and and to prevent the need to reference material evidence that is not addressed in the body of the text.
12. These documents have already been placed before the Commission, and/or other South African courts and are therefore within the public domain. As such, we do not foresee any issues with establishing their admissibility.
13. In any event, we take this opportunity to highlight our understanding that Commission's of inquiry are not courts of law and thus the rules of evidence and pleadings are considerably less strict than those of a court. A Commission can therefore inform itself of facts in any way it sees fit, including hearsay evidence, newspaper reports and other submissions. This is because a Commission's function is primarily designed to uncover the truth of a matter, and discovering the truth of a matter can sometimes be better achieved by a Commission by informing itself from a wide range of sources.
14. The primary sources upon which we rely are:
a. The ENS/Treasury Report (and the evidence on which it is based);
b. Documents submitted as part of the asset forfeiture proceedings against a number of individuals and entities related to the Estina/Vrede Dairy Project;
c. The \#Guptaleaks archive of emails and supporting documents;
d. Testimony led before this Commission;
e. The provisional and final reports of the Public Protector regarding the Estina/Vrede Dairy Project;
f. Ancillary documents such as departmental annual reports or forensic reports related to other aspects of State Capture; and
g. Newspaper and media reports.
15. As we believe that the majority of these documents are already available to the Commission, we do not attach them here as annexures to this submission. We are happy to furnish these documents to the Commission should this be requested.
16. We do, however, provide a number of annexures, a full list of which is provided above. These annexures have been attached where they may not be easily accessible to the Commission or have not yet been made publicly available.
17. SWI has not approached individuals or companies named in the submission hereunder for comment. We understand that parties implicated by testimony or other evidence are notified and will be called to provide evidence or other information to the Commission at their discretion. The Commission, in addition, has powers of compulsion not available to us, including requiring testimony under oath. In the cirumstances, we have opted to follow the Commission's procedures in this regard, rather than conducting a parallel process of seeking comment from witnesses who may, in any event, be called to provide evidence, and whose evidence would be tested by the Commission.

## Section 2: The Context of State Capture and the Gupta Enterprise

### 2.1. Racketeering and the Gupta Family 'Enterprise'

18. Before noting the details of Estina case, we believe it is necessary to place it within its correct context in order to provide conceptual rigour.
19. Based on the available evidence, it is apparent that the Estina project is part of pattern of organised criminal activity headed by Ajay, Rajesh (Tony), and Atul Gupta. This organised criminal activity is best understood as a form of racketeering.
20. Racketeering is criminalised in South African law through the Prevention of Organised Crime Act 121 of 1998 (POCA). POCA criminalises a set of activities designed to aid and abet a 'pattern of racketeering activity.' A pattern of 'racketeering activity' is defined as 'the planned, ongoing and continuous repeated participation or involvement in any offence referred to in Schedule 1. ${ }^{7}$ Many of the Schedule 1 offences are relevant to the Gupta enterprise, including, but not limited to:
a. Any offence contemplated in Part 1 to 4, or Section 17, 18, 20 or 21 (in so far as it relates to the aforementioned offences) of Chapter 2 of the Prevention and Combating of Corrupt Activities Act, 2004;
b. Theft, whether under the common law or a statutory provision;
c. Fraud;
d. Forgery or uttering a forged document knowing it to have been forged;
e. Any offence relating to exchange control;
f. Defeating or obstructing the course of justice;
g. Perjury;
h. Subornation of perjury;

[^199]i. Any offence the punishment wherefore may be a period of imprisonment exceeding one year without the option of a fine;
j. Any conspiracy, incitement or attempt to commit any offence referred to in this schedule
21. POCA further establishes that racketeering can be undertaken by an enterprise. An enterprise is defined as including 'any individual, partnership, corporation, association, or other juristic person or legal entity, and any union or group of individuals associated in fact, although not a juristic person or legal entity. ${ }^{8}$
22. In layman's term, a racketeering enterprise consists of a collection of individuals, companies and associations that work together towards a common criminal goal. The criminal goal is usually, but not always, the enrichment of the enterprise and its constituent members. This is often to the detriment of the state or the common good more broadly.
23. Obviously, the 'enterprise' is not established as a formal legal or juristic entity. POCA acknowledges that an enterprise consists of people 'associated in fact although not a juristic person or legal entity.' Instead, it exists by virtue of a set of interlocking interpersonal arrangements, many of which may be fleeting or transitory, and some of which will be codified through personal agreements and absent legal relationships.
24. In S v Miller and Others ${ }^{9}$ before the High Court, the Honourable Judge Gamble J provides a detailed discussion of how racketeering has been understood in South African law following the passing of POCA in 1998. We do not repeat this discussion in full, but note Gamble J's observation that

The term 'racketeering' is derived from the American legislation on which POCA is based (The Racketeer Influenced and Corrupt Organizations Act of 1970 or 'RICO'). While the word as such is not defined in POCA, the

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#### Abstract

Shorter Oxford Dictionary defines a 'racketeer' as "a person participating in or operating a dishonest or illegal business, frequently practising fraud, extortion, intimidation, or violence." The essence of the dictionary definition then is a criminal business with the emphasis on the latter. ${ }^{10}$


25. Gamble J further notes, approvingly, the findings of the Supreme Court of Appeal in Eyssen v The State. ${ }^{11}$ In Eyssen, the Supreme Court attempted to provide a degree of rigour in determining the nature of a racketeering enterprise, and how such an enterprise may be established. After noting the definition of 'enterprise', the SCA noted that

It is difficult to envisage a wider definition. A single person is covered. So it seems is every other type of connection between persons known to the law or existing in law; those which the Legislature has not specifically included will be incorporated by the introductory word 'includes'. Taking a group of individuals associated in fact, which is the relevant part of the definition for the purposes of this appeal, it seems to me that the association would at least have to be conscious; that there would have to be a common factor or purpose identifiable in their association; that the association would have to be ongoing; and that the members would have to function as a continuing unit. There is no requirement that the enterprise be legal, or that it be illegal. It is the pattern of racketeering activity, through which the accused must participate in the affairs of the enterprise that brings in the illegal element; and the concepts of 'enterprise' and 'pattern of racketeering activity' are discreet. Proof of the pattern may establish proof of the enterprise, but this will not inevitably be the case.
26. Based on the above, it is apparent that proving the existence and parameters of a racketeering enterprise thus relies on taking a wide view of what may be considered to be individual criminal acts, in so doing identifying any notable patterns of direction and control, and knitting together a set of relationships

[^201]and transactions into a singular whole. Identifying an enterprise is, thus, further, an act of deduction and inference, drawing on often complex developments to construct a view of a comprehensive whole.
27. This approach and reasoning was adopted by the NPA in formulating, inter alia, racketeering charges against Mr. Jacob Zuma, Thint Holding (Southern Africa) and Thint (PTY) Ltd. These charges were levied in an indictment served on Mr. Zuma and both Thint entities in December 2007 ${ }^{12}$. The Zuma/Thint indictments alleged that Mr. Schabir Shaik ran a group of companies (the Nkobi Group) that appeared to be legitimate businesses but were primarily respectable fronts that would be used to secure government and other contracts through corruption and 'political connectivity.' Mr. Zuma was alleged to be an employee of the Nkobi enterprise, receiving regular and consistent payments from the Nkobi enterprise to assist it in its criminal endeavours.
28. The Zuma/Thint indictment sets out the 'objects and methods' of the Nkobi enterprise, which can be read as a template of how a racketeering enterprise operates. Indeed, based on our reading of the many cases involving the Gupta family, the Gupta 'enterprise' was akin to the alleged Nkobi enterprise described in the Zuma/Thint indictment, as set out in the 'objects and methods.' We thus repeat the NPA's concise description (with contextual excisions) below:

In addition to the objects set forth in the General Preamble, the objects of the Enterprise included, but were not limited to the following:

## 141. To cultivate and maintain corrupt relationships with persons in positions of political power and high government office... in order to cultivate "political connectivity";

[^202]142. To make payments to and on behalf of such persons in return for their services in advancing the interests of the Enterprise as and when required;
143. It was part of the objectives of the Enterprise that it, its employees, and persons and entities associated with it, would conceal or disguise payments to persons of political power and high government office;
144. It was nevertheless also part of the objectives of the Enterprise to procure funding or future funding from potential business partners, , through it[s] reliance on political connectivity, with the intention of enabling the Enterprise, its subsidiary and associated companies to maintain the payments to persons of political power and high government office in return for their services in advancing the interests of the Enterprise and its business partners as and when required;
145. To advertise political connectivity to or create the perception of political connectivity in the minds of potential business partners and thereby to induce, persuade or intimidate such partners to enter into, and maintain, joint venture agreements with the enterprise and on terms favourable to the enterprise and thereby also to enable the Enterprise to maintain its payments to persons of political power and high government office;
146. To attempt, through corrupt means, to secure lucrative contracts in the public sphere, either alone or through joint venture partnerships with other business partners;
147. To secure financing in the form of capital investments and loans to fund the operations of the enterprise;
148. To preserve and protect the enterprise, its members and its profits through the use of political connections. Such preservation and
protection included protection against official investigations and/or prosecution;
149. Nevertheless to maintain the appearance that the Enterprise was a legitimate business. ${ }^{13}$
29. Based on the preceding and the forthcoming, we highlight, here, salient features of the Gupta enterprise that should be borne in mind when reading the remainder of this submission. These features are:
a. The Gupta family enterprise exists de facto not de jure;
b. The existence of the enterprise is inferred from observing a pattern of racketeering activity;
c. The enterprise can (and does in this instance) engage in both legitimate business activity and criminal endeavours;
d. The object of the enterprise was to generate the maximum benefit for the enterprise itself, the Gupta family and its employees and associates;
e. The legitimate businesses included in the Gupta enterprise were used, inter alia, to facilitate racketeering activities, including disguising criminal activities behind a veneer of respectability or absorbing and distributing funds derived from criminal activity;
f. The enterprise consists of a wide range of individuals, companies and other associations, some of which appear to be, on the surface, separate and distinct legal service providers but who were, instead, employees or associates of the racketeering enterprise ultimately taking de facto direction from the Gupta family or their representatives and associates;
g. These employees and associates must, by logical inference, include those government officials and state employees we identify further below, who were instrumental in awarding the Gupta enterprise government contracts.

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### 2.2. The Participants in the Gupta Enterprise and Estina

30. Just like legitimate businesses, racketeering enterprises can change radically in terms of leadership and staffing over time. Unlike legitimate business, these changes are not recorded legally, but must be inferred from available evidence.
31. Nevertheless, the totality of disclosures arising from the \#Guptaleaks and media reporting thereon allows us to start drawing an outline of the scale, content and structure of the Gupta enterprise. We note the following elements of it:
a. Family members in the role of shareholders, offices and directors (both de jure and de facto) for the Gupta enterprise, in particular Rajesh, Ajay and Atul Gupta. ${ }^{14}$
b. Companies: this would encompass 'legitimate' companies such as Oakbay Investments (Pty) Limited ("OIL") and dozens of front companies secretly beneficially owned by the Gupta organization such as Fidelity Enterprises Limited and Accurate Investments. ${ }^{15}$ In this context, 'legitimate' does not mean that these companies were only engaged in non-criminal activities, but rather that these companies were designed to appear legitimate and conducted some legitimate business. This legitimacy was used to integrate, distribute and disperse the proceeds of criminal activity so as to disguise its ultimately illicit origin.
c. Employees, Lieutenants and Strawmen:
a. this includes 'formal' (i.e. contractually employed or appointed within a 'legitimate' company) and de facto companies. Formal employees would include:
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## 1. Ashu Chawla and Ronica Ragavan ${ }^{16}$

b. It also includes de facto or undeclared employees or frontmen, who acted as nominal directors for front companies beneficially controlled and owned by the Gupta enterprise, including

1. Ashok Narayan and Sanjay Grover ${ }^{17}$
2. A racketeering enterprise can also contain de facto divisions or business units that focus on specific tasks or competencies. Where this is the case, it is reasonable to expect that different elements of a criminal enterprise become activated.
3. Based on the available evidence, we have identified the following individuals and companies from the Gupta family enterprise, that participated or were 'activated' in relation to the conceptualisation, initiation, and management of the Estina project, including the process of laundering and integrating proceeds of crime:
a. Individuals

Chaturvedi, Vikas
Chawla, Ashu
Choubey, Santosh
Gautam, Sanjeev
Grover, Sanjay
Gupta, Ajay
Gupta, Arti
Gupta, Anil
Gupta, Atul
Gupta, Rajesh
Gupta, Shivani
Indurjeeth, Saliesh
Khosla, Naresh

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Magashule, Tshepiso Gift
Naidu, Ugeshni
Narayan, Ashok
Nath, Ravindra
Prasad, Chandrama
Ragavan, Ronica
Tak, Evan
Vasram, Kamal
b. Companies

Accurate Investments (UAE)
Aerohaven Trading (Pty) Limited (South Africa)
Estina (Pty) Ltd (South Africa)
Fidelity Enterprises (UAE)
Gateway Limited (UAE)
Gateway Infrastructure (India)
Global Corporation LLC (UAE)
Linkway Trading (South Africa)
Oakbay Investments (Pty) Limited (South Africa)
SES Technologies (India)
Sahara Computers Ltd (South Africa)
Vargafield (Pty) Limited (South Africa)

## Section 3: The Local Context: The Gupta Enterprise and the Capture of the

 Free State34. In the period prior to and during the Estina/Vrede Dairy Project, the Gupta enterprise was engaged in a number of schemes designed to extract resources not due to it from the Free State provincial government. The Gupta enterprise achieved this with the active complicity of Free State government officials.
35. The Estina/Vrede Dairy Project was thus a continuation and embodiment of an extensive process of looting, influence peddling and extraction focused on the Free State, of which the Estina/Vrede Dairy Project was one of the most lucrative. This context helps to explain how and why the Gupta enterprise was able to create the Estina/Vrede Dairy Project with such apparent ease, and extract hundreds of millions of rand in the process.
36. This section briefly examines the evidence of the extent of the capture of the Free State, focusing on four particular case studies.

### 3.1. The Purchase and Distribution of Laptops by the Office of the Premier by Sunbay Trading and Sahara Computers

37. The documents relevant to the below discussion are attached as Annexure B.
38. In June 2011, Kamal Vasram established Sunbay Trading Pty Ltd. ${ }^{18}$ As we show in more detail below, Kamal Vasram was central to the Estina project as he was the sole director of Estina Pty Ltd.
39. In March 2012, Free State Premier Ace Magashule delivered his annual budget speech. He noted that the province had initiated a 'Laptops for Bursary

[^206]holders program. ${ }^{19}$ The program envisioned distributing an unnamed number of laptops to tertiary learners who had received bursaries to facilitate their studies.
40. The \#Guptaleaks archives show that Sunbay Trading Pty Ltd secured at least two contracts against this program. The \#Guptaleaks records further strongly suggest that Sunbay, at least in relation to these contracts, acted as a 'front' for Sahara Computers.
41. According to investigations by Pieter-Louis Myburgh, emails sent in July 2012 between staff members in the Premier's Offfice and the State Information Technology agency show that the Premier's Office was interested in purchasing the first tranche of laptops for the learner program from Sunbay. As discussed in more detail below, Estina, of which Vasram was the sole director, had signed its first contract with the Free State government the month prior.
42. The \#Guptaleaks records show that Sunbay transferred R28m to Sahara in four payments between the $7^{\text {th }}$ and $22^{\text {nd }}$ of September 2012. In a statement sent to Sunbay Trading by Sahara Computers, the following payments were recorded.
a. R3 648000 on the $7^{\text {th }}$ of September 2012;
b. R300 001 on the $14^{\text {th }}$ of September 2012;
c. R4 999999 on the $14^{\text {th }}$ of September 2012;
d. R19 000000 on the $22^{\text {nd }}$ of September 2012
43. The statement further reflected that Sunbay still owed Sahara a further R324 000.
44. While we have not seen direct evidence that these payments related to the provision of laptops to the Free State government, we submit these payments

[^207]should be considered against another important document emanating from the \#Guptaleaks
45. As we discuss in considerably more detail later, in December 2012, a Gupta enterprise employee, Ravindra Nath, sent an email to the Chief Executive of the Bank of Baroda in South Africa. The emails appear to be part of an attempt to secure a loan for Estina from the Bank. In furtherance of this plan, Nath attached a number of documents to prove Estina's suitability for a loan. One of the documents sent by Nath was the CV for Kamal Vasram.
46. The CV records Kamal Vasram as the "Director \& Founder" of Sunbay Pty Ltd. It also provides a list of notable successes on the part of Sunbay. The first success is recorded as 'successfully Bid \& Won the supply of 5000 Notebook Computers to the Dept of Education: Successfully executed 48 hour role out plan of 5000 Notebook computers across the Free State province.'
47. The \#Guptaleaks records indicate that Sunbay received a second contract in 2014. On the $30^{\text {th }}$ of April 2014, Matshediso Mokoena, the Acting Head of Supply Chain Management in the Office of the Premier, emailed Vasram (kamal.vasram@sunbay.co.za). The email attached a letter directed to Sunbay Ltd by Ms. Mokoena on the letterhead of the Free State Office of the Premier. The letter noted:

Department of the Premier hereby request Sunbay Trading to continue with the procurement of Computer Equipment as per Quote FS1562NB. The Department further commits to pay for the above mentioned items upon receipt thereof. The department is unable to issue out an official order due to the monthly system maintenance. Official order will be issued out at a later stage with the relevant contents.'
48. The letter attached the quotation sent by Sunbay Ltd to the Office of the Premier. The quotation was for a total price of R4 578 810, constituted of:
a. 156 Toshiba 3210M Laptops at a unit price of R12 197.87 (excluding VAT), for a total price of R1 902867.72 (excluding VAT) and R2 169 269.29 (including VAT)
b. 121 Toshiba 4200M Laptops at a unit price of R12 197.87 (excluding VAT), for a total price of R1 475942.27 (excluding VAT) and R1 682 574.19 (including VAT)
c. 277 copies of Microsoft Office Pro Plus at a unit price of R2302.13 and a total price of R637 690.01 (excluding VAT) and R726 966.61 (including VAT)
49. The \#Guptaleaks emails show that, in this contract, Sunbay effectively acted as a front for Sahara, as evidenced by a number of facts. First, the above confirmation email was forwarded by Kamal Vasram to Ashu Chawla on the same day it was received by Vasram.
50. Second, on the $23^{\text {rd }}$ of May 2014, Ms. Mokoena, writing from her email address at the Office of the Premier, sent an email to 'wallemsa@gmail.com' with the subject "FW: Laptops payment." The \#Guptaleaks records show that that 'wallemsa@gmail.com' was controlled by Ashok Narayan, who was a central figure in the Gupta enterprise. The email contained proof that the Free State government had paid Sunbay against the invoice above. The proof of payment shows that R4 578810 was paid to Sunbay.
51. On the same day, Narayan forwarded this email to Ashu Chawla and Evan Tak (a Sahara manager), and noted 'WAITING FOR IT TO REFLECT IN SUNBAY ACCOUNT. KAMAL WILL RELEASE AS SOON AS IT REFLECTS.'
52. Third, on the $7^{\text {th }}$ of July 2014, ABSA Bank emailed a Sahara Computers bank statement to Ashu Chawla. The bank statement recorded that Sahara Computers was paid R4 263030 on the $28^{\text {th }}$ of May 2014 with the reference 'Sunbay Kv001.' Kv001 almost certainly refers to Kamal Vasram. The payment to Sahara Computers was made six days after Sunbay had received its payment from the Free State government.
53. The \#Guptaleaks further show that on the $25^{\text {th }}$ of April 2014, Vasram submitted an invoice for 'services rendered' to Sahara Computers. The invoice was sent to Ashu Chawla. Vasram invoiced for an amount of R85 346. [See annexure C]. This payment was made only days before the commitment letter was sent by the Office of the Premier to Kamal Vasram's Sunbay confirming the order.
54. Fourth, internal Sahara records show that Sahara sold the exact quantities of goods provided by Sunbay to the Free State government to Sunbay. On the $2^{\text {nd }}$ of June 2014, Santosh Choubey, a Sahara employee, sent a file called Accname.xls to Ashu Chawla. The file, an Excel workbook, recorded Sahara sales. The workbook recorded four entries for Sunbay that reflected exactly the units delivered by Sunbay to the Free State government:
a. 277 units of ‘Officeproplus 2013 OLP NL Gov', which was retailed at a unit cost of R4500 against a cost to Sahara of R3743.48, recorded on the $15^{\text {th }}$ of May 2014;
b. 97 units of 'TOS i5-4200M/4GBBDDR3/500G/15.6/DVD/W8.1', which was retailed at a unit cost of R9000 against a cost to Sahara of R5806.97 (product code C50-A0254);
c. 24 units of 'TOS i5-4200M/4GBBDDR3/1TB/15.6/DVD/W8.1.', which was retailed at a unit cost of R9000 against a cost to Sahara of R5030.25 (product code C50-A0288);
d. 156 units of 'TOS $15-3210 \mathrm{M} / 4 \mathrm{GBDDR} 3 / 500 \mathrm{G} / 13.3 / \mathrm{DVD} / \mathrm{W} 8 \mathrm{PRO}$ ', which was retailed at unit cost of R9000 against a cost to Sahara of R7218.91 (product code R930-F0251).
55. Internal Sahara documents strongly suggest that Sahara Computers significantly overcharged Sunbay Ltd for the goods above, which would have increased the costs to the Free State government. We note that, based on Sahara's internal documents, the 121 units of the 15.6 inch Toshibas were sold to Sunbay at a profit of R3193.03 per unit, a markup of $54 \%$. The 156 units of the 13.3 inch Toshibas were sold at a profit of R1781.09, a markup of 24\%.
56. Further internal Sahara documents show that Sunbay Ltd paid considerably more for these laptops than other vendors that purchased the same laptops from Sahara. Another document listing sales from the same time period as the sales to Sunbay recorded that Sahara had sold the laptops with product code R930-F0251 for R7499 to a customer called Innovative Computers and Networks, compared to the R9000 paid by Sunbay. The laptop with the product code C50-A0254 was sold to multiple customers for R6 699, compared to the R9000 paid by Sunbay. The laptop with the product code C50-A0288 was sold to multiple customers for R5999, against the R9000 paid by Sunbay.
57. Sunbay Limited also inflated the price of goods sold to the Free State government. Sunbay's invoice to the Free State government quoted a unit cost of R12197.87 (excluding VAT) for all laptops even though Sunbay was purchasing the laptops from Sahara for a unit price of R9000.
58. Based on the above, it is possible to calculate the gross profit earned by Sahara on this contract, as reflected in the table below. This table shows that the Free State government was massively overcharged for the items delivered. In total, the FS government, with VAT included, paid R3 851830.74 against Sahara's internal cost of R1 795 965.09. This is $114 \%$ more than Sahara's baseline cost.

| Item | Cost to <br> Sahara | Price paid by <br> FS Govt <br> (excluding <br> VAT) | Price <br> Paid by <br> FS Govt <br> (including <br> VAT) | Profit <br> (excluding <br> VAT) | (including <br> VAT) |
| :--- | :--- | :--- | :--- | :--- | :--- |
| 156 x    <br> Toshiba 15- R1 111968 R1 902 867.72 R2 169 <br> 3210M   R790 <br> (R930-   R105.29 | 899.72 | 294.29 |  |  |  |


| F0251) |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
| 97 x Toshiba <br> I5-4200M <br> (C50-A0254) | R563 271.09 | R1 183 193.39 | R1 348 | R619 |  |
| 836.16 | 922.30 | R785 |  |  |  |
| 24 x Toshiba <br> I5-4200M | R120 726 | R292 748.88 | R333 | R172 | R213 |
| (C50-A0288) |  |  | 732.29 | 022.88 | 006.29 |
| TOTAL | R1 795 | R3 378 809.99 | R3 851 | R1 582 | R2 055 |
|  | 965.09 |  | 830.74 | 844.90 | 865.65 |
| TOTAL |  |  |  | $88 \%$ | $114 \%$ |
| PERCENT |  |  |  |  |  |
| PROFIT |  |  |  |  |  |

59. It is worth noting that, during this transaction, Kamal Vasram was simultaneously the sole director of Sunbay Ltd and working full-time as a salesperson for Toshiba. Sahara was his primary client. Vasram would thus have been fully aware that the costs charged to the Free State government were excessive.
60. We have not been able to establish whether the May 2014 contract was awarded to Sunbay following a competitive bidding procedure as required by the PFMA. We hope that the Commission might be able to investigate this matter. However, we note that, based on the available evidence, it is highly unlikely that this contract was subject to a competitive bid, as almost any other provider would have quoted considerably lower prices for laptops of similar specifications.
61. The contracts awarded to Sunbay constitute an archetypal version of state capture undertaken by the Gupta enterprise in the Free State. The following features evident in the Sunbay case were repeated in the Estina/Vrede Dairy Project:
a. The major contracts were placed with front companies (Sunbay and Estina), of which Kamal Vasram was a director, but which was substantively run for the benefit of the Gupta enterprise;
b. Ashok Narayan, a Gupta enterprise lieutenant, was closely involved in mediating communications between the Free State government and the front company, and is seen to be effectively controlling or directing the activities of the front company;
c. The projects were subject to fraudulent invoicing designed to generate undeserved and unearned profits for the Gupta enterprise;
d. The projects were awarded by Free State government officials with close connections to the Office of the Premier and in possible violation of procurement laws/supply chain management policies.

### 3.2. The Free State Government, New Age Subscriptions and Advertisement

62. In June 2011, Ashu Chawla shared an excel workbook with Joleen Roux, a Sahara employee, named 'Copy of Free State Schools.xls.' The document had been compiled by another Sahara employee, Santosh Choubey. The document listed a large number of Free State schools, Further Education institutes and government departments.
63. Pieter-Louis Myburgh, acted on the suspicion that the list referred to subscribers of The New Age newspaper, owned by the Guptas. Myburgh contacted a large number of the schools listed and confirmed that they received copies of The New Age, most of which were left unread. In total, according to Myburgh, over 1300 copies a day of The New Age were delivered to schools, colleges and education institutes; 1000 copies a day were sent to provincial government departments and municipalities; and a further 1770 copies sent to 177 libaries run by the Free State Department Sports, Arts, Culture and Recreation. The largest subscription was for the Office of the Premier.
64.According to Myburgh's further calculations, he estimates that these subscriptions accounted for an astonishing $75 \%$ of all copies of the newspaper sold in the country.
64. The Free State government also directed considerable advertising revenue towards The New Age. In 2016, for example, the Free State government spent R4m on adverts in The New Age. This was half of the province's budget for print media.
3.3. Nulane and the City of Tomorrow
65. All documents relevant to this section are attached as Annexure D
66. On the $2^{\text {nd }}$ of September 2008, the company Nulane Investments 204 (Pty) Ltd was established with registration number 2008/020988/07. On the $17^{\text {th }}$ of September 2008, lqbal Sharma (see dramatis personae above), a well-known member of the Gupta enterprise, took control of Nulane as the sole director. The company was deregistered in August 2016.
67. Documents from the \#Guptaleaks strongly suggest that Nulane was materially controlled by the Gupta enterprise, or at least relied on the Gupta enterprise for certain critical services. In December 2012, an employee of Sahara, Jeandre Holstuizen, sent an email to, amongst others, Ashok Narayan and Ashu Chawla. The email confirmed that technical maintenance would take certain services off-line. These included 'Fincon, Estina and Nulane.' Fincon was the financial management and day-to-day accounting software used by Sahara and the Gupta enterprise. This email thus shows Nulane's financial servers were hosted by Sahara and the Gupta enterprise.
68. On the $5^{\text {th }}$ of October 2011, John Thomas (representing the US company P3), Iqbal Sharma (representing Nulane) and Mxolisa Dukwana (alternately Dukoana) signed a 'Master Plan Agreement.' Dukwana has claimed that his signature was forged in evidence before the Commission.
69. The Master Plan agreement recorded that the Free State's Department of Economic Development would appoint a consortium consisting of P3 and Nulane to develop an urban design 'Master Plan.' In later documents this would later be referred to as a plan for the 'City of Tomorrow', a utopian urban design plan to create a high-tech city in the Free State.
70. The agreement stated the Project Cost as R140m. This was to be paid to the Consortium in five equal monthly instalments. A sixth and final payment would be made sixty days after the final deliverable had been presented and the Project 'signed off' by the Consortium.
71. Annexure A to the Agreement provided a summary of the work to be undertaken under the terms of the Agreement. This amounted to a number of workshops and the production of schematic designs.
72. On the $9^{\text {th }}$ of November 2011, Ashu Chawla sent an email to Sanjay Grover (sanjay.grover@hotmail.com). We address Grover's role in the Gupta enterprise in detail in our second Estina submission, suffice to note here that he served as the Gupta enterprises' accountant and facilitator in Dubai. Chawla's email forwarded an original email sent to him by Ashok Narayan. The message sent by Narayan was sent with the subject 'Agreement with Global.' Narayan requested that Chawla get Grover to sign the said agreement, which Narayan attached.
73. The attached document was a 'subcontracting agreement' between Global Corporation LLC and Nulane Investments 204 (trading as Nulane Managemetn Services). The control and ownership of Global Corporation is addressed in greater detail in our second Estina submission, suffice to note here that Global Corporation LLC was registered in Dubai and was controlled by the Gupta enterprise through Sanjay Grover. Grover took direction from Ashu Chawla. Global Corporation held multiple bank accounts in Dubai.
74. Annexure C to the Global-Nulane agreement provided background to the project. The following was recorded:

First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019

This annexure describes the background to the Project, as contemplated in clause [unknown] ${ }^{20}$ of this Agreement, but is included in this Agreement for information purposes only, and does not form part of this Agreement or confer obligations on either Party.

## Mission Statement

South Africa's rich and textured history, inform and guide the City for Tomorrow to be a community that meets the vital human needs of the present, while prepared to meet the needs of the future through balanced ecological, economic, and community systems.

The City for Tomorrow is a safe, healthy, and viable community for human interaction, education, employment, recreation, housing, commerce, and cultural development.

## Guiding Principles:

The Free State Province desires the preparation and commissioning of a Master Plan and the schematic design for the City of Tomorrow.
76. Annexure C continued to list a series of high profile deliverables.
77. Annexure E set out a 'form of statement' of work to be concluded by Global Corporation. A cursory examination of Annexure E reveals it to be an exact copy of the statement of work (Annexure A) appearing in the purported October 2011 agreement between the Free State government, P3 and Nulane.
78. Annexure D set out the payment schedule envisioned for the project. It was recorded that 'the total contract value is US\$10 million.' The $\$ 10 \mathrm{~m}$ was to be

[^208]paid in five equal monthly instalments payable to Global in advance every month, with the first payment taking place seven days following Global being given notice by Nulane to proceed. A sixth and final payment was to be made 60 days upon final delivery of the project deliverables. In November 2011, \$10m was roughly equivalent to R80m according to the prevailing foreign exchange rates. We note that the payment schedule, and the wording thereof, was a carbon copy of the payment terms and schedules included in the purported October 2011 agreement between the Free State government, P3 and Nulane.
79. As discussed in more detail in our second Estina submission, Global Corporation was largely an administrative and accounting entity that was used by the Gupta enterprise to receive and dissipate funds from various projects through Dubai. This included receiving and dissipating funds paid by the Free State government to Estina Pty Ltd, which were diverted to the overseas accounts of the Gupta enterprise. We submit that Global Corporation LLC, which lacked any major infrastructure or any prior experience in urban design, would have patently been unable to deliver such a project. Instead, we submit that the most reasonable interpretation was that this contract was designed as a cover to allow Nulane to transfer Free State government funds to Global Corporation LLC knowing full well that Global would deliver none of the envisioned services.
80. In the event, the City of Tomorrow project did not materialise. However, this was not due to any lack of effort on the part of the Gupta enterprise. In evidence before the Commission, which we do not repeat in detail, Mr. Mxolisi Dukwana alleged that he was offered a R2m per month bribe, and an upfront payment of R2m in cash, by Tony Gupta. The payments would be made if Dukwana signed the Master Plan agreement noted above. Dukwana further alleged that this offer was made to him in the presence of Ace Magashule and Duduzane Zuma.
81. Dukwana alleged that Tsephiso Magashule, Ace Magashule's son and an employee of a Gupta enterprise company (Mabengela Investments), had, in

February 2011, forwarded an email originally from Iqbal Sharma. The email included a draft letter, written as if from Dukwana, to Nulane's partner, P3, confirming the Free State government's intention to proceed with the project. Dukwana was asked to send the document to P3's director, but refused.
82. While this project did not materialise, it provides a useful blueprint and precursor for tactics employed in relation to the Estina project. We note the following similiarities:
a. Attempts were made to secure the support of Free State officials (Dukwana) through meetings held at the Gupta's Saxonwold compound;
b. The project was to be undertaken by what amounted to a shell company (Nulane) that featured a Gupta enterprise member (lqbal Sharma) as the sole director, and which was materially integrated into the Gupta enterprise;
c. The project was to be undertaken as a partnership between a local shell company with no prior experience or capacity (Nulane) and an international partner (P3 in this instance and Paras Dairy in the Estina/Vrede case) that would provide all the requisite expertise and work;
d. A substantial portion of the funds that were to be paid to the South African entity were to be paid out almost immediately to a company controlled by the Gupta enterprise in Dubai (Global), which is precisely what transpired in relation to the Estina/Vrede Dairy Project.
e. The payment made to the Gupta enterprise would be justified by means of a bogus contracting agreement or other invoicing.

### 3.4. Contracts Awarded to Cureva/Mediosa

83. All documents relevant to this section are attached as Annexure E.
84. On the $23^{\text {rd }}$ of October 2015, Mbulelo James, an official at the Free State Department of Health, emailed Inish Merchant. Merchant was a registered director of Cureva, a company registered in South Africa. The email was sent with the subject 'DOH (FS) 24/2015/2016’ and attached a PDF file titled Dinovert.pdf. This email was forwarded, on the same day, to Tony Gupta, by Anita Roy, a Cureva employee, who had received the email from Merchant. The same email was also forwarded to Ashok Narayan at his 'Marketing Quadrant' email address in Dubai (ashok@tmq.ae). Narayan was forwarded the email by one Sunil Sachdeva, who had received the email from Merchant.
85. The content of the PDF file was a letter sent by the Free State Department of Health to 'The Owner/Director' of Dinovert (Pty) Ltd. The letter was signed by Mr MG Mahlatsi, the Accounting Officer for the Free State Department of Health. The letter runs:

# DOH (FS) 24/2015/2016: REQUEST FOR PROPOSALS FOR PROVISION OF PRIMARY CARE SERVICE USING A MOBILE MEDICAL SERVICE UNIT (MMSU) FOR DESIGNATED DISTRICTS IN THE FREE STATE 

## PERIOD: DATE OF SIGNING OF CONTRACT FOR THREE (3) YEARS

It is with pleasure to inform you that Dinovert (Pty) Ltd is the successful bidder to render the above-mentioned service to the Department.
86. The engagement letter confirmed that Dinovert would be paid according to the schedule of costs that had been submitted in their proposal to the Department. The proposal envisaged that Dinovert would be paid R954 for every patient treated/using the mobile medical unit provided by Dinovert.
87. Dinovert (Pty) Ltd was incorporated on the $13^{\text {th }}$ of March 2015 with the registration number 2015/083521/07. Dinovert was subsequently renamed

Cureva (Pty) Ltd in September 2015. The directors of Cureva were Anita Roy and one S Kumar. Cureva was subsequently renamed Mediosa in late 2017.
88. The Free State Province's Tender Bulletin, published on the $15^{\text {th }}$ of April 2016, confirmed the award of the contract to Dinovert (Pty) Ltd. The bulletin further confirmed that Dinovert (Pty) Ltd would be paid R954 for every patient seen.
89. The contract awarded to Dinovert/Cureva was problematic for a number of reasons. First, there are strong indications that Dinovert/Cureva was a de facto member of the Gupta enterprise. On the $23^{\text {rd }}$ of February 2016, Ashu Chawla emailed Santosh Choubey, attaching an Excel workbook titled 'copy of 2016-02-17 Sahara Group Companies.xls.' The workbook listed details, including directorships, shareholdings, incorporation dates and other information for all companies falling within the Sahara Group. The workbook included Cureva Pty (Ltd) (previously Dinovert) as a company in the group, and listed details such as registration numbers and ultimate ownership. This very strongly indicates that Cureva was considered a de facto part of the Sahara group of companies and the broader Gupta enterprise.
90. It is not entirely clear how Sahara exercised control over Cureva. However, we do note that the spreadsheet records that an entity called SAS Global Ltd was the owners of Cureva's 120 issued shares. SAS Global Ltd was registered in Dubai. Investigations by amaBhungane were unable to find any evidence of the existence of SAS Global at the address provided for it in Dubai, strongly suggesting that it was a corporate shell.
91. That Dinovert/Cureva was a de facto member of the Sahara group of companies is unsurprising in light of the \#Guptaleaks archive, which shows that the Gupta enterprise was involved in the very earliest stages of the conceptualisation of the mobile medical unit project, and provided ongoing assistance to Cureva employees and their associates.
92. The \#Guptaleaks archives show that Ashok Narayan was in contact with Suman Kar and Sunil Sachdeva as early as July 2014. On the $30^{\text {th }}$ of July

2014, Kar emailed Narayan asking for Narayan's assistance in securing a visa for Sunil Sachdeva to travel to South Africa on business. Kar opened the email with 'Greetings from Medanta!!!.' Mendanta is a 'multispeciality medical institution' formed in 2009 and based in Delhi. Kar had emailed Narayan from an email address registred to the domain svcl.in (suman.kar@svcl.in). Internet research reveals that SVCL is SV Creditline, a finance provider to new businesses. Sunil Sachdeva is a founder-director of SV Creditline. He was also one of the two founders of Medanta.
93. The \#Guptaleaks records show that Ashok Narayan, working with Ashu Chawla, provided invitation letters to Sunil Sachdeva for a South African visa in August 2014 and May 2015.
94. The \#Guptaleaks records further show that Ashu Chawla and Ashok Narayan assisted in providing letters of invitation and other logistical help to Anita Roy and Inish Merchant, to secure visas to visit South Africa for business purposes in June 2015.
95. The \#Guptaleaks records show that Sunil Sachdeva was invited to the elaborate wedding of Kamal Singhala, the son of Ajay Gupta, in Dubai. Sachdeva was invited at the instruction of Tony Gupta.
96. On the $9^{\text {th }}$ of May 2015, Anita Roy sent an email to Sunil Sachdeva, attaching a PDF file with the title 'MMU-Final.pdf.' On the same day, Sunil Sachdeva forwarded this email and PDF to Tony Gupta. The contents of 'MMU-Final.pdf' is a detailed outline of a mobile medical service unit provided by an Indian company named 'Doctor on Call Pvt. Ltd.' Sunil Sachdeva was listed as a director and founder of 'Doctor on Call Pvt. Ltd.' The mobile medical service unit, and its capabilities described, matches almost exactly the services that were envisaged to be provided by Dinovert/Cureva in South Africa.
97. On the $2^{\text {nd }}$ of June 2015, Anita Roy emailed Sunil Sachdeva and two recipients at the Free State Department of Health (motaud@fshealth.gov.za, (hodpa@fshealth.gov.za). Roy copied in two inviduals from Doctor on Call,

Pankaj Chandna and Gunjan Nagpal. Roy attached a draft Memorandum of Understanding between the Free State Department of Health and Cureva Private Limited, registered in India. On the same day, Sunil Sachdeva forwarded the draft memorandum to Tony Gupta. Sachdeva wrote:
‘Good morning Tony ji, our discussions are progressing very well. We are intending to do MOU pl see this and give ur valuable inputs.'
98. The draft MoU envisaged that Cureva would provide 'for Health Care Services through a well-appointed Mobile Bus which houses the diagnostic and clinical service.' At page 3 of the MoU, under Article 3, the services to be delivered and the equipment to be used are listed. These entries are clearly copied and pasted from the Doctor on Call proposal document quoted above. Further detailed services are listed on pages 3 and 4 that would form the 'standard operating procedure' of the Mobile Bus. These entries are either copied and pasted, or are briefly summarised text, appearing at pages 8 to 18 of the Doctor on Call proposal document quoted above.
99. The Memorandum of Understanding included another noteworthy provision. In particular, the MoU recorded that the Free State Department of Health would use its 'domain expertise' to source the required medical equipment 'from outside South Africa and more particularly from India.' The Department of Health was also requested to 'streamline the process of Manpower entry into the State from India.' Finally, the MoU requested that the Department of Health would 'facilitate the provision of medicines through its current process.' Together, this MoU thus envisaged that the Free State Department of Health would be required to source all equipment and personnel from India, while simultaneously giving Cureva access to medicines purchased by the Free State Department of Health.
100. There are strong indications that the Free State government contracted with Dinovert/Cureva at a considerably inflated cost. On the $20^{\text {th }}$ of June 2015, 18 days subsequent to the circulation of the draft Cureva/FS MoU to Tony Gupta, Sunil Sachdeva forwarded a further email to Tony Gupta. The email
contained a chain of correspondence between Anita Roy, Pankaj Chadna and Sunil Sachdeva regarding the pricing/costing data for the provision of the Mobile Bus to the Free State government. Sachdeva wrote:

Good Morning Tony ji, how r u and family? I m [sic] sending you the costing sheet pl see this then we can discuss
101. The costing sheet set out the total cost of providing the Mobile Bus services to the Free State government. The calculations show that the total all-in cost to Cureva to provide the services was R352 per person. This was R602 less than the R954 per patient for which Cureva was contracted by the Free State Department of Health.
102. The Free State Department of Health confirmed to South African media outlets in 2018 that it had paid approximately R25m to Cureva/Mediosa under the terms of its contract with the Department. ${ }^{21}$ If the costing sheet distributed by Sachdeva and Roy is accurate, this would suggest that the Department had paid R25m to Cureva/Mediosa for services that cost Cureva/Mediosa R9.25m to provide: a profit of $270 \%$.
103. This calculation should be viewed in light of an investigation by City Press published in March 2018. ${ }^{22}$ The investigation alleged that City Press had sight of two contracts signed between Mediosa and two Dubai-based companies, HSP Plus and Metric Plus. The contracts envisaged that the two Dubai-based companies would be subcontracted to provide services to Mediosa, for which they were to be paid R650 per patient. The City Press article further alleges that the funds were to be used to fund the establishment of a sophisticated medical facility in Dubai.
104. The \#Guptaleaks records show that October 2015, Sunil Sachdeva forwarded a chain of correspondence to Tony Gupta. The chain of

[^209]First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019
correspondence shows that Sunil Sachdeva was exchanging emails with an employee of Bain Capital in India. The emails included a draft PowerPoint presentation that set out the potential profitability of a 'Dubai Cureva Medicity.' The Powerpoint presentation was dated the $2^{\text {nd }}$ of October 2015. The Powerpoint was thus drafted in the same month that Dinovert/Cureva was awarded its contract by the Free State Department of Health. The Powerpoint presentation showed that Bain estimated that the Dubai Cureva Medicity could earn $\$ 1.55$ bn in revenue once operational.
105. The Dinovert/Cureva project, and the involvement of the Gupta enterprise, follows the same playbook as used in the Estina/Vrede case, suggesting a tried and tested modus operandi. We note the following similarities:
a. The project was to be undertaken by a local company (Dinovert/Cureva) that had only recently been formed and which was materially integrated into the Gupta enterprise;
b. The project relied substantially on the expertise of an Indian-based company, in this case Cureva Pvt Ltd and/or Doctor on Call, which provided the services through a local company that had had limited local infrastructure;
c. Gupta enterprise employees, Ashok Narayan, Ashu Chawla and Tony Gupta foremost amongst them, were involved in the very earliest stages of the conceptualisation of the project, and ensured that the Gupta enterprise provided logistical assistance to help secure government contracts;
d. The contracts were subject to systematic overcharging, which created an unearned and unjustifiable profit;
e. The unearned and unjustifiable profit would be dissipated almost immediately to companies based in Dubai;
f. The payments made to the Dubai companies would be justified on the basis of bogus and fraudulent subcontracting agreements or invoicing.

# Section 4: The Initiation and Approval of the Estina/Vrede Dairy Project and Violations of the Public Finance Management Act 

### 4.1. The Conceptualisation of the Estina/Vrede Dairy Project

106. On the $1^{\text {st }}$ of August 2011, Peter Thabethe was appointed the Head of Department for Rural Development in the Free State Provincial government. ${ }^{23}$ The Free State Department of Agriculture merged with the Department of Rural Development in March 2013. Thabethe was appointed as the head of this merged department on the $1^{\text {st }}$ of May $2013 .{ }^{24}$
107. In August 2013, following a report by the Mail \& Guardian into potential irregularities in the Estina/Vrede Dairy project, Treasury appointed ENS Forensics to investigate the conceptualisation, award and conduct of the Estina/Vrede Dairy Project.
108. ENS investigators interviewed numerous officials from the Free State Department of Agriculture, however only Mr. Thabethe was recorded as being able to speak to the origin and conceptualisation of the project. ENS investigators suggested that Mr. Thabethe acted alone in conceptualising the project, although, based on the involvement of elements of the Gupta network as described below, this may not have been entirely accurate. ${ }^{25}$
109. According to Mr. Thabethe's version, at some undisclosed point, he became aware of a report compiled by the National Agriculture and Marketing Company. The report allegedly highlighted the suitability of the Free State for dairy farming, suggesting that it was the second most suitable province after KwaZulu-Natal. Mr. Thabethe had also become additionally concerned about the cost of transporting dairy products to Johannesburg for processing. He

[^210]thus considered it appropriate to create an integrated dairy farming project, in which farmed dairy could be processed for sale on site. ${ }^{26}$
110.

In 2017, Mr. Thabethe deposed to an affidavit submitted in court hearings related to the forfeiture of assets flowing from the Estina/Vrede Dairy Project. Mr. Thabethe states in this affidavit that the dairy project he had conceived would fall under the ambit of the Free State's Mohuma Mobung ("plough in the soil") agricultural strategy adopted by the Free State Department of Agriculture. ${ }^{27} \mathrm{Mr}$. Thabethe repeated this evidence in his testimony before the Commission.
111.

It is pertinent to note that we have not been able to locate any company by the name of the National Agricultural and Marketing Company; it is possible that Mr. Thabethe was actually referring to the National Agricultural Marketing Council (NAMC). ${ }^{28}$ We have additionally been unable to identify any publication by the National Agricultural Marketing Council making any such recommendation in 2011 or 2012. The only relevant document we could discover was a desktop study of the South African Dairy Value Chain, published in September 2012, a number of months subsequent to the initiation of the Estina dairy project. The report additionally makes no specific mention of the Free State. ${ }^{29}$ We wrote to the NAMC on the $15^{\text {th }}$ of November 2018 [attached as Annexure F] to establish whether any other contemporary report was published that would fit Thabethe's description but have not received a response.
112. Thabethe indicated that he was originally intent on establishing the dairy farm in the Sasolburg region. However, Thabethe changed his mind after speaking to Mosebenzi Zwane, then a Member of Executive Council in

[^211]the Free State. ${ }^{30}$ Thabethe reported that Zwane had advised him that there was land available for such a project in the Vrede region of the Free State. Zwane's home town is in Vrede.
113. After deciding to pursue the project, Mr. Thabethe states that he undertook research into a potential international partner. Thabethe claims to have researched the dairy industries in Sweden, Germany and India online. After rejecting Sweden and Germany (as first world countries, he considered them unsuitable for the South African environment), Thabethe focused on India. Mr. Thabethe states that he was particularly impressed by the Paras Dairy, an integrated dairy producer in India.
114. Despite repeated requests on the part of National Treasury and ENS, Thabethe failed to provide any evidence of this research. In a second interview, Thabethe claimed he had done all his research online and could provide website addresses - which he also failed to do. ${ }^{31}$ In his 2017 affidavit, Mr. Thabethe yet again failed to indicate the websites he consulted. Thabethe failed to indicate particular websites in his evidence before the Commission.

115
Between the $29^{\text {th }}$ of February and 4 March 2012, after this research and contiguous with his appointment as Head of Department. Mr. Thabethe visited India. Thabethe also 'informed ENS that he was the only official from the department to visit India on this assignment. ${ }^{32} \mathrm{He}$ also confirmed, after repeated questioning, that Paras was the only producer he visited during the trip to India. ${ }^{33}$ Thabethe repeated this evidence before the Commission.
116. Thabethe extended this version of events in his affidavit filed in 2017. In his 2017 affidavit, Thabethe claimed that he was joined on the trip to India by a Mr. Narayan, 'an advisor to the office of the premier [Ace Magashule] at

[^212]the time. ${ }^{34}$ Mr. Narayan referred to Ashok Narayan, whose role in the Gupta enterprise has been discussed above. Narayan was a director of Linkway Trading, the Gupta-linked entity that, as we show later, was central to laundering funds from the Estina Project to pay for the "Sun City wedding", and which was openly acknowledged served as a consultant on the Estina project. ${ }^{35}$
117. Documents from the Gupta leaks show that Narayan had direct access to the office of Ace Magashule and purported to act on Mr. Magashule's behalf. In this regard, it is worth noting an email dated the $26^{\text {th }}$ of November 2012 (attached as Annexure G) drawn from the \#Guptaleaks. The email was sent from a Gmail account controlled by Ashok Narayan [wallemsa@gmail.com] to one Urvashi [urvashi@excluzen.com]. The subject of the email was 'Invitation to the CM to Visit SA.' The body of the email read:

Dear Urvashi ji,

I am writing to you from the Office of the Premier, Free State Province, South Africa.

Enclosed please find the invitation to the CM to visit South Africa from the Premier of the Free State Province.
The invitation was sent directly to the offices of the CM but I am enclosing it again in case it was not received by yourselves.
Please let me know if you require any further information in this regard.

Best Regards
Ashok Narayan
Member: Advisory Council
Office of the Premier
Free State Province, South Africa

[^213]118. Attached to this email was a further email titled 'Invitation from the Hon. Premier of the Free State Province, South Africa.' The email was sent by Janet Kay [janetkay@premier.fs.gov.za] to cm -uk@nic.in and dated the $26^{\text {th }}$ of November 2012. Janet Kay, at the time, was the Chief of Staff in the office of Ace Magashule. The body of the email ran:

Please find attached an invitation to the Hon. Chief Minister of Uttarakhand.
119. Attached to this email was a PDF scan of an invitation letter, dated the $26^{\text {th }}$ of November 2012, on the letterhead of the Premier of the Free State Province and signed by E.S. Magashule. The letter was addressed to Mr. Vijay Bahaguna, the Chief Minister of Uttarakhand, and requested that Mr. Bahagune plan a visit to the Free State between the $20^{\text {th }}$ and $24^{\text {th }}$ of December 2012.
120. It is common cause that Mr. Narayan acted as an advisor to Ace Magashule. In March 2012, Ace Magushule announced that he had appointed a 'Premier's Advisory Council.' Ashok Narayan was included on the 13member panel. ${ }^{36}$ Narayan had been appointed to the panel by letter from the Premier's office on the $29^{\text {th }}$ of February 2012 with effect from the $1^{\text {st }}$ of March 2012. The appointment thus took place on the same day that Narayan and Thabethe travelled to India together to visit Paras.
121. Following a trip to South Africa by the CEO of Paras Dairy, Paras entered into a Memorandum of Understanding with Estina on the $11^{\text {th }}$ of April 2012. The MoU was signed by Mr. Sanjeev Gautam on behalf of Estina (Pty) Ltd and Mr. Gajinder Kumar (Mr. Kumar) on behalf of VRS Foods Limited trading as Paras India. ${ }^{37}$ According to Thabethe, the signing of the MoU happened contiguous with the CEO of Paras travelling to South Africa to view the Vrede area, although Thabethe was unable to provide the name of the

[^214]CEO to ENS investigators. ${ }^{38}$ In evidence before the current Commission, he confirmed that the CEO was one Mr. Kumar.
122. The above narrative should be read in light of Section 7, which sets out material emanating from the \#Guptaleaks archives. This material shows that:
a. Mr. Sanjeev Gautam had a business relationship with the Gupta enterprise preceding the Estina agreement;
b. Mr. Sanjeev Gautam relied on the Gupta enterprise to secure visas for himself, his family members and Mr. Gajinder Kumar to visit South Africa, the latter of whom appears to have travelled to South Africa in order to sign the MoU with Estina; and
c. Mr. Thabethe's visa to travel to India for his 'research trip' was secured by means of a supporting letter issued to the relevant Indian consulate on the letterhead of SES Technologies, a company controlled by the Gupta enterprise, and which letter further recorded that the company would take care of his 'requirements' while in India.
123. Estina had originally been founded in June 2008 as a shelf company. On the $1^{\text {st }}$ of August 2008, the lone director, Anthony Last, resigned from Estina and was replaced by Kamal Vasram, who would go on to be a director of Estina during the life of the dairy project. Vasram had no previous farming expertise. He had, however, previously worked in sales for Lenovo, an IT company. As we show in more detail later, the \#Guptaleaks records show that Vasram was invoicing the Gupta enterprise on a monthly basis from at least 2011 onwards. As noted above, Kamal Vasram served as the sole director for Sunbay Limited, and as an employee for Toshiba. In the latter role, Sahara was his primary client.
124. Estina was originally registered as a general-purpose company. Estina changes its core business registration to 'agriculture, farming and related

[^215]activities' on the $19^{\text {th }}$ of October 2012 - a number of months after it enters into formal agreements with the Free State government, as we show below. ${ }^{39}$
125. The role of Paras Dairy is of particular importance to the Estina case. As is shown below, Estina won the award of the Free State contract based, in part, on the claim, made by Thabethe to Provincial Exco,that Paras would actively partner with Estina to deliver the project, a claim that is not borne out by the underlying contractual material. However such a partnership was not implied by the Memorandum of Understanding signed on the $11^{\text {th }}$ of April 2012. In particular, the MoU stated that:

The company hereby appoints ESTINA as its Agent for identifying and securing opportunities for Dairy Projects in the Territory.

The parties hereby agree and acknowledge that they are independent contractors. No partnership, joint venture or employment is created or implied by this MoU. ${ }^{40}$
126. In May 2012, a project proposal (dated the $15^{\text {th }}$ of May 2012) was submitted by Estina to the Department of Agriculture. ${ }^{41}$ The ENS investigators were able to locate three separate and slightly different copies of the business proposals from various Free State employees. The difference in the proposals was identified late in the day by the ENS investigators, and was thus not probed, and we return to the consequence of this below. Regardless, each of the proposals explicitly stated that
> 'ESTINA PTY LTD is proud to inform the Department of Agriculture and Rural Development that it has signed a Memorandum of Understanding with PARAS DAIRY, the largest private milk producer in India, to deploy a flagship Dairy Project in Vrede. ${ }^{42}$

[^216]127. The proposal continued to list the various 'strengths' of Paras and how these would assist Estina deliver the project. ${ }^{43}$
128. Access to the \#Guptaleaks archives has provided us with greater insight into the initial conceptualisation and formalisation of the Estina project. In particular, it appears that the version of events provided by both Thabethe and Paras was incomplete and disingenuous, and served to hide the clear reality of the involvement of the Gupta enterprise in the very earliest stages of the Estina/Vrede Dairy Project. We discuss this in finer detail in Section 7 below.
4.1.2. Material Concerns Regarding the Estina Business Proposal
129. The content of the business proposals submitted by Estina to the Free State Department of Agriculture in securing support for the project appeared to be seriously lacking in rigour and content. As part of their investigation, ENS Forensics supplied copies of the proposals submitted by Estina to an independent consultant, Dawie Maree. Maree completed his review in December 2013, focussing on three specific documents: the project proposal, business plan and feasibility study. ${ }^{44}$
130. We do not explore every problem that Maree identified with the documentation submitted by Estina; suffice to note that Maree indicated that all three documents were profoundly problematic. With regards to the project proposal, Maree concluded that there were indications that the costs supplied by Estina were potentially inflated:
'The need for the dairy project is not disputed, however it can be concluded that some of the costs of the project is unreasonable [sic] high, e.g. cow prices, equipment etc. If the latter is the case the principal should

[^217]do an in-depth cost-benefit analysis on the impact of the proposed project in the region. ${ }^{45}$
131. Also worth noting was Maree's comment on the business model proposed, namely, a commercial venture that relied on government grants. Maree indicated that this was a contradiction in terms:
'Estina plans to fund the project, but it is requesting government to commit to grants to make the project sustainable and commercially viable. If a project is not commercially viable without grants, it should not continue and definitely not with government grants. The Business Plan indicates that the project will be profitable after the first year. If this is the case, grants are not necessary. ${ }^{46}$
132. With regards to the business plan, Maree noted that:
the business plan is inconsistent, talking on one page of a 500-cow dairy project yet on the very next page referring to 1000 cows in-milk. In addition, many of the initial assumptions are unrealistic and it will be difficult to attain. It can therefore be concluded that the business plan is not realistic and should be revisited. ${ }^{47}$
133. The feasibility study, perhaps the most important of all the documents, was also criticised:
'The Feasibility Study which was reviewed is very academic in nature, with no clear findings and recommendations. There is no detail on the costing of the equipment, which makes a proper analysis difficult. Furthermore the feasibility study only focussed on the primary production side of the project, although a processing plant is also foreseen. With regards to the latter, there is only limited information on the processing plant and related costs, but there is no

[^218]further information such as a marketing study for the products to be produced. A complete cash flow projection is also absent from the feasibility study. ${ }^{48}$
134. Reviewing the project concept as a whole, Maree found that the intended project was irredeemably flawed:
'Given the current trends and realities in the South African dairy sector, the most appropriate investment in the dairy industry would be in the coastal areas, where the conditions for production are more favourable.
An investment of this magnitude in the Free State province is considered too risky and not sustainable...

In conclusion, it is not recommended to continue with the project in its current state since government will not receive value for money. The costs are not reasonable or market related. ${ }^{49}$
135. Mr. Maree confirmed has readings of the proposal in his testimony before the Commission.

### 4.1.3. Failure to Investigate the Desirability and Necessity of the Project

136. The Estina proposal was concerning for one more reason: it appears that the Estina proposal was based on a misrepresentation of the extent of the Free State government's research into the desirability of such a project. The proposal noted that 'DoARD [Department of Agriculture and Rural Development] had recently commissioned a detailed study which validates the implementation of such a Project. The DoARD subsequently commissioned a high-level team to visit India... to explore the possibilities of attracting investments in this area. ${ }^{, 50}$ However, as the ENS report notes,
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'the department could not provide us with a copy of the detailed study it commissioned and we suspect that this may refer to the Internet research completed by Mr Thabethe. Further, it appears that the high-level 'team' that visited India consisted solely of Mr. Thabethe. ${ }^{51}$


137. Thabethe appeared to indicate in his testimony before the Commission that ENS' understanding was accurate: the study referred to above was, indeed, the desktop research he had conducted from his office, and of which there are only limited recordals.
138. As noted above, it appears that at least two copies of the business proposal circulated amongst Free State officials, from whom the ENS team recovered the documents. The proposals were identical save for differing statements as to overall cost. The first proposal, signed by Gautam of Estina, listed the costs as R570 million including VAT, of which Estina would input R228 million and the Department R342 million. The second proposal, unsigned, did not include a legible total cost estimate, but projected a R500 million injection by the Department and Estina respectively.
139. While it appears that the project proposal agreed upon tallied with the first proposal's estimates, it is concerning that multiple project proposals were being circulated amongst government officials. This raises the possibility that certain officials may have been misled as to the total value and cost of the project. Even more concerning is the possibility that the proposal was circulated in the hope of receiving feedback as to 'reasonable' costs from Free State officials, which could then be inserted into the final project proposal - a concerning case of insider access.

### 4.2. Approval of the Estina/Vrede Dairy Project

140. On the $27^{\text {th }}$ of May 2012, 12 days subsequent to the date indicated on Estina's formal business proposal, Thabethe addressed a letter to Gautam of
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Estina. ${ }^{52}$ The letter is titled 'Acceptance Letter: Project Proposal for Vrede Integrated Dairy Agribusiness.' According to the ENS Report, Thabethe indicated that he 'accepted' the project proposal. ${ }^{53}$ It is unclear exactly what legal obligations were incurred through such an acceptance, or if this was a pro forma indication that the proposal was not subject to further queries.


141. Shortly thereafter, a Partnership Agreement was entered into between the Free State Department of Agriculture and Estina. The Partnership Agreement was signed by Gautam of Estina on the $5^{\text {th }}$ of June 2012 and by Thabethe on the $7^{\text {th }}$ of June 2012. ${ }^{54}$ As discussed below, this Partnership Agreement was formalised prior to any such agreement being put before the requisite provincial approvals board. The Partnership Agreement was titled 'A Partnership Agreement Between the Department of Agriculture and Estina in relation to the Implementation of a Dairy Project at Vrede, through Special Purpose Vehicle (SPV) created to fulfil stipulated AgriBEE business norms,


### 4.2.1 Partnership Agreement Concluded Without Following Due Process

142. The Partnership Agreement set out the structure, obligations and cost of the project. As suggested by its title, the Project was to be structured such that a BEE entity, Zayna Investments (trading as Mohoma Mobung Dairy Project), owned $51 \%$ of the shares. This entity was supposed to house the shares on behalf of beneficiaries identified by the Department. At this stage the Department had made no effort to properly identify or organise potential beneficiaries into a legal entity. The remainder of the shares were to be held by Estina, which would act as the Implementing Agent for the Project. ${ }^{56}$
143. The financial arrangements were codified in the Partnership Agreement. The total cost of the project was stipulated as R570 million. Of

[^221]this, R228 million (including VAT) was to be invested on a phased basis by Estina. The remainder, R342 million (including VAT), was to be invested by the Department 'over a period of two to three years. ${ }^{57}$ The project would be kick-started by means of an immediate grant of R30 million. ${ }^{58}$
144. Thabethe's signature to the Partnership Agreement on the $7^{\text {th }}$ of June preceded any formal approval by the requisite provincial structures. Indeed, this approval was only sought on the $13^{\text {th }}$ of June 2012, when a Cabinet memorandum setting out the project was approved by the Provincial Executive Council (Exco).
145. The Provincial Exco included the Premier (Ace Magashule) and Provincial MECs. However, even this appears to have lacked due consultation or consideration; Thabethe told ENS investigators that he had prepared and delivered documents for approval to the Provincial Exco on the $12^{\text {th }}$ of June, a day before the Cabinet memorandum was approved. ${ }^{59}$
146. In the Cabinet memorandum, the request is made that Exco 'considers and approves the implementation of the proposed Integrated Vrede Dairy agri-business Project. ${ }^{60}$ The Cabinet memorandum also laid out the financial model, which was approved by the Exco. The financial model stated that the government would invest R113 million per year for three years [this was an error, as the cost was actually R114 million per year for three years], which would fund the dairy; the remaining investment by Estina would fund the processing plant.
147. The memorandum further stated that the Department had R30 million immediately available, which could be invested, but that a further R84 million should be sourced from Treasury. This R30 million payment, and the approval thereof, is an issue of concern in its own right, which we deal with further below. The Cabinet memorandum approved by Exco included the request that

[^222]the Exco 'supports the sourcing of additional funding of R84 million for this current financial year from the province. ${ }^{61}$

### 4.2.2. Provincial Treasury Refuses to Approve Payment

148. On the $15^{\text {th }}$ of June, two days after Exco approval, the Provincial MEC for Agriculture approached the MEC for Finance at a function, requesting that the R30 million be paid urgently to Estina, and that the Provincial Treasury make the payment on the same day. Ms. Anna Fourie, the Provincial Accountant General, was called into assist with the payment. She refused to make the payment as the Provincial Treasury did not have the funds. She also was concerned that no procurement processes had taken place, and that the underlying Partnership Agreement between Estina and the Free State government may have been legally flawed. Fourie thus referred her concerns to the Office of State Attorney, in particular Advocate Ditira. ${ }^{62}$
149. On the $19^{\text {th }}$ of June, Advocate Ditira responded to Fourie. He stated that 'it appears that the procurement process was not followed' and that 'the contract may be invalid due to a number of reasons.' He recommended that the Treasury Committee send all the relevant documents for review. ${ }^{63}$
150. Subsequent to this exchange, the Office of the Attorney General was drafted in to assist the Free State Department of Agriculture. It is worth noting ENS was frustrated when it attempted to probe this matter. Advocate Ditira indicated that he could only answer questions if Thabethe waived the Department's legal privilege. ENS requested Thabethe to do so, which he refused, effectively preventing ENS from discussing the issues with the State Attorney. ${ }^{64}$
[^223]
### 4.2.3. Estina Project Continues and New Agreements Signed

151. The ultimate impact of the State Attorney's involvement was to rewrite certain aspects of the legal agreement between the Free State Department of Agriculture and Estina. With these amendments made, the Free State Department of Agriculture submitted a second request for approval from the Provincial Exco for the project to take place on the $5^{\text {th }}$ of July 2012.
152. The memorandum is titled 'Approval to Accept the Proposal for the Establishment of an Integrated Dairy in Vrede From Estina. ${ }^{, 65}$ According to ENS, the importance of this document was that, because it was approved by Thabethe, it effectively constituted an approval to deviate from procurement regulations - the implications of which we deal with below.
153. On the same day, the Department entered into its second agreement with Estina. This agreement was similar in content to the previous agreement, although certain aspects of their legal agreements were more cogently set out. Nevertheless, ENS investigators were damning of the second agreement:
> 'ENS noted that the second agreement concluded between the FSDA and Estina was more comprehensive in regulating the legal relationship between the department and Estina but the contract contains very little with regard to project specifications and deliverables. The contract does not provide details on precisely what Estina would deliver in return for R342 million. Mr. Thabethe was questioned about the lack of clarity in the agreement and that it is unclear regarding the project deliverables. Mr. Thabethe's response was that he signed the agreement in its current state on the advice of the State Attorney's Office. ${ }^{66}$
154. Thus, by July 2012, the Estina project had received formal approval and had been formally established.
[^224]
### 4.3. The Problematic June 2012 Payment

155. At paragraph 3.3.1 of the ENS report, it is recorded that:

ENS has established that a total of R114m has been paid to the service provider. The payments made by Provincial Treasury to FSDA\&RD [Free State Department of Agriculture and Rural Development] in respect of this project are as follows:

- On 12 June 2012 a payment of R30 million ${ }^{67}$

156. In November 2014, the Public Protector completed a provisional report on the Estina/Vrede dairy matter titled Lack of Oversight. ${ }^{68}$ At paragraph 6.3.2.12 of the report is recorded that:

The Department was requested to submit copies of all invoices submitted by ESTINA to the Department with reports in line with the Project plan and payment documentation for the invoices paid. The department submitted documentation on 6 bulk payments made to ESTINA. The substantiating documentation attached to the payment authorisation included only the project proposal and agreement signed between Estina and the Department. The following payments were by the Department to Estina made [sic]: ${ }^{69}$

| Nr | Authorisation Date | Payment Date | Amount |
| :--- | :--- | :--- | :--- |
| $\mathbf{1}$ | $\mathbf{1 1}$ June 2012 | 11 June 2012 | $\mathbf{3 0 0 0 0 0 0 0 . 0 0}$ |
| 2 | 16 April 2013 | 16 April 2013 | 3495000000 |
| 3 | 25 April 2013 | 25 April 2013 | 30000000.00 |
| 4 | 29 April 2013 | 29 April 2013 | 19050000.00 |

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| 5 | 10 December 2013 | 10 December 2013 | 29950000.00 |
| :--- | :--- | :--- | :--- |
| 6 | 21 July 2014 | 21 July 2014 | 30000000.00 |
|  | TOTAL |  | $\mathbf{1 7 3 9 5 0 0 0 0 . 0 0}$ |

157. The timing of the payments from the Department to Estina, and from the Provincial Treasury to the Department, are disturbing. In particular, we note that:
a. Estina was paid by the Department on the $11^{\text {th }}$ of June 2012, prior to the project receiving the requisite EXCO approval, which was only granted on the $13^{\text {th }}$ of June 2012;
b. Provincial Treasury paid the Department on the $12^{\text {th }}$ of June 2012, prior to the project receiving Exco approval on the $13^{\text {th }}$ of June 2012, and before the matter was approved by the Provincial Accountant General

### 4.4. The Estina-FSDA Lease Agreement

158. On the $12^{\text {th }}$ of June 2012, Peter Thabethe, as part of a delegation from the Free State Department of Agriculture, addressed a Special Council meeting of the Phumelela Municipality. Thabethe outlined the dairy project. According to Moses Moremi, then Municipal Manager, the delegation prevailed upon the Phumelela Municipality to make the farm Krynauswslust 275 available for use for the dairy project. ${ }^{70}$
159. An ordinary council meeting of the Phumelela Muncipality was convened on the $19^{\text {th }}$ of June 2012, at which resolution number 1 of 19 June 2012 was passed. The resolution noted that the Free State Department of Agriculture had requested use of land owned by Phumelela Muncipality for the Estina/Vrede Project. It was resolved that 'Estina Pty Ltd / Paras Dairy Company are hereby permitted to use the 4,400ha of agricultural land in the
[^226]Phumelela Local Muncipality, for use in conjunction with a dairy production facility. ${ }^{71}$
160. The resolution passed by the Phumelela Municipality was concerning as it was recorded that 'the Council take note that the Municipality will hold a stake of four percent (4\%) shareholding in the business for the use of Municipal Land which will be used for the development of infrastructure of different forms in the community.'
161. On the $6^{\text {th }}$ of July 2012, Moremi wrote to Thabethe. Moremi indicated 'the proposed $4 \%$ allocated to shareholding to Phumelela in a private company is a matter that must first be discussed with both COGTA and National Treasury from a compliance point of view and council therefore resolved not to accept the $4 \%$ shares pending the outcome of these discussions. ${ }^{72}$
162. As should be clear from the preceding and foregoing, at no stage was Phumelela Municipality granted the 4\% shareholding in Estina, nor was any attempt made to codify this arrangement. It is thus arguable that the resolution passed by the Phumelela council was based on a material misrepresentation or misunderstanding, and that the failure to secure the $4 \%$ shareholding was to the detriment of the spirit of the resolution and the economic wellbeing of Phumelela Muncipality.
163. On the $26^{\text {th }}$ of June 2012, Moremi wrote to Thabethe to indicate that the Municipality would make the farm available to the Project. ${ }^{73}$ Moremi also informed Thabethe that the farm was currently leased to four different commercial farmers.
164. We pause here to note that the effect of terminating these tenancy agreements, when seen against the dire performance of the Estina/Vrede

[^227]Dairy project, was to end existent economic activity and replace it with an unproven and eventually unsuccessful project. The implications for the local economic wellbeing of Vrede are obvious.
165.

It is also worth noting Moremi's email to the provincial law advisor, amongst others, regarding the legality of a proposed lease agreement between Phumelela Muncipality and Zayna Investments. Moremi commented that the rental income earned (worth just under R1m) from the land it intended to lease to Zayna was of great importance to the income of the municipality. Moremi commented that 'Phumelela is a municipality with a very low tax base and forfeiting R1m annual income (excluding escalations) from the renting of this farm as is the case now will have a negative impact on its future cash flow and ability to provide basic services (maintenance of roads etc.). ${ }^{74}$
166. On the $17^{\text {th }}$ of July 2012, Moremi, Ashok Narayan, Frans Mokoena (who controlled Zayna Investments) and Johann Schalkwyk (a lawyer from van der Merwe Associates, the law firm retained by the Gupta family) held a meeting in Vryheid. At the meeting, Moremi was presented with a draft version of a lease agreement between Phumelela Municipality and Zayna Investments. Moremi indicated that the agreement would have to be referred to the state law advisor.
167. On the $18^{\text {th }}$ of July 2012, Ashok Narayan wrote to Moremi by email. Narayan clarified that the intended lease agreement would be for 99 years and on a rent-free basis. Narayan further suggested that rates and taxes 'should be paid for the Municpality as the owner of the property. The Municipality is getting a $4 \%$ stake in the business in lieu of rentals. ${ }^{75}$
168. The prejudice to the Municapility under the terms of this proposed agreement is obvious: it would lose rental income, gain a 4\% stake in an unproven business with no commercial value, and be responsible for paying rates and taxes.

[^228]169. On the 23 of July 2012, Adv Ditira wrote to Moremi regarding a proposed lease agreement between Phumelela and Zayna, raising a number of problems. This included finding that there was no provision in law for Phumelela to hold a 4\% shareholding in a private company.
170. The total effect of the above correspondence was to end any attempt on the part of Zayna to lease land from the Phumelela Municipality. Instead, focus moved towards the Department securing the use of the land on its own terms from Phumelela, after which it could be leased to Estina.
171. On the $12^{\text {th }}$ of September 2012, Ace Magashula signed a Declaration of Authority in favour of MJ Zwane, then the MEC for the Free State Department of Agriculture, which delegated Zwane authority to enter into arrangements between the Department of Agriculture with the Phumelela Municipality, on which the Vrede Farm was to be established. Zwane then signed a further Declaration of Authority, devolving this authority to Thabethe. ${ }^{76}$
172. On the same day, Thabethe (as HoD for the Department) and Moremi (as Municipal Manager) signed an 'assignment agreement' between the Department and Phumelela Muncipality. The agreement assigned the rights and obligations of the Muncipality with regards to extant lease agreements with commercial farmers on Krynauswslust to the Department. This had the effect of 'transferring' the lease agreements between the commercial farmers then occupying the land and Phumelela to the Department. The Department, for its part, agreed to compensate Phumelela for the lost income (R958 800) by transferring the anticipated rental income (whether derived from rental payments or not) to Phumelela Municipality.
173. It is concerning that the Department agreed to pay just under R1m in compensation to Phumelela. While Phumelela was undoubtedly due this

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income, the payment of R1m in compensation to Phumelela, which was undertaken in order to assist Estina access land on extremely favourable terms, was to the prejudice of the Department of Agriculture. In effect, the Assignment agreement amounted to a R958 000 subsidy designed to assist Estina secure access to land required for the Project.
174. On the $18^{\text {th }}$ of December 2012, the Free State Department of Agriculture (represented by Thabethe) entered into a lease agreement with Estina (represented by Kamal Vasram, who had delegated power of attorney to one Melani Anderson). The lease agreement granted Estina use of the land for 99 years, against which no rent would be charged. The agreement also stipulated that the agreement could only be terminated if both the lessor and lessee agreed to its termination. The effect of the lease agreement was thus to hand Estina, for free, legal control over a sizeable asset for 99 years, which Estina could refuse to relinquish should it refuse to do so as cancellation required the agreement of both parties. ${ }^{77}$
175. It is worth noting that, when ENS investigators questioned Thabethe about the lease agreement, Thabethe behaved in a manner that suggested he recognised the problematic nature of the lease agreement, and as a result, sought to deny its existence. Indeed, during his initial interview with ENS, Thabethe was insistent that no such lease agreement existed. At his second interview, ENS confronted Thabethe with the lease agreement, which had been given to ENS by a different official in the Provincial government. Thabethe then refused to admit that he had previously denied the existence of the lease agreement. ${ }^{78}$
176. The developments with regards to the lease agreement were disturbing, and revealed a clear pattern of showing remarkable favour to Estina to the detriment of the Department. It is particularly galling that Phumelela, a cash-strapped Municipality charged with servicing an embattled community, lost valuable rental income. It is also concerning that the

[^230]Phumelela Municipality received no further compensation equal to the 4\% shareholding as the Municipal Council had initially approved the lease agreement on this understanding.
177. The timing of the above chronology is also deeply concerning. In particular, we note that:
a. The June 2012 agreement between Estina and the Department was signed by Thabethe a week prior to Thabethe even beginning to request the use of local land from the Phumelela Municipality;
b. The Estina/Vrede Dairy Project was approved by the Provincial Exco on the $13^{\text {th }}$ of June 2012, whereas Phumelela Council only resolved to begin the process of arranging access to Krynauswslust on the $19^{\text {th }}$ of June 2012;
c. Estina was paid R30m on the $11^{\text {th }}$ of June 2012 to 'kick-start' the project, even though the process of securing land for the project had not yet begun;
d. The attempt to arrange a lease agreement between Zayna (as minority shareholder in the Vrede project) and Phumelela Municipality had faltered by the $23^{\text {rd }}$ of July following an adverse legal opinion from the provincial law advisor;
e. In the event, it was only in September 2012 that the Department secured the rights and obligations of the existing tenancy agrements held by Phumelela with local farmers, and only in December 2012 that the Department entered into the lease agreement with Estina.
178. Thus the Vrede Dairy Project was approved in June 2012 despite Estina having secured no access to any suitable farm land. The above also shows that Estina was paid a full R30m prior to Estina securing access to any land to deliver the Vrede Dairy Project. The fervour with which Thabethe and others attempted to secure further payments to Estina in 2012 is also additionally remarkable in light of the failure of Estina to legally secure access to the land until December 2012.

### 4.5. Violations of the Public Finance Management Act (the PFMA) ${ }^{79}$

179. The PFMA, in particular Section 16A of the Treasury Regulations formulated as part of the PFMA, set outs that provincial departments are required to implement proper procurement systems through, amongst other things, supply chain management policies.
180. The Vrede/Estina project should have thus fallen under the Free Statement Department of Agriculture's supply chain management policy. The Department's supply chain management policy set out that competitive bids had to be sought for all procurement above R500 000. ${ }^{80}$
181. This requirement could only be waived in exceptional circumstances, and then with requisite approval. The circumstances were, firstly, in the case of emergency or other urgent situation where competitive bids would be impractical, secondly, when there is only a single service provider suitable for a project and thirdly in exceptional cases such as urgent repairs and maintenance. ${ }^{81}$
182. Based on the available documentation, it is clear that the Estina Project did not adhere to these two requirements for deviation from the supply chain management policy. Moreover, it is also clear that there was no competitive bid process or evaluation for the project. This may have been acceptable if this project was a Public Private Partnership, but this would have required Treasury support and registration, which was never sought.
183. Thabethe's response to ENS' questioning in this regard was disturbing. According to ENS, during his interview, Thabethe 'confirmed that no procurement process was followed in appointing Estina.' He also 'confirmed that he did not procure the services of Estina through a competitive

[^231]bid process. ${ }^{82}$ Instead, Thabethe had effectively agreed to deviate from the normal procurement processes by signing the acceptance letter of 5 July 2012 describe above, which counted as a de facto approval of a decision to disregard the supply chain management processes. ${ }^{83}$
184. Thabethe's reasoning in explaining his approach was not credible. He claimed that it was not necessary to follow a procurement process because, during an agricultural road show, no other local suppliers had indicated interest in the dairy project. Thabethe alleged that he had conducted presentations about the dairy project and other matters in late 2011 or early 2012.
185. During his evidence before the Commission, Thabethe again reiterated that he had attempted to interest local companies in the project, but failed to do so. We believe that this evidence was not credible, and that many local companies would have leapt at the opportunity to receive substantial government funding and backing to operate a business that would, in the long-term, generate substantial profits. Either Thabethe did not make these offers, or they were made in such a way as to obscure the clear value proposition to potential partners.
186. The ENS Report lays the majority of the blame for the PFMA violations involved in the Estina/Vrede Dairy Project at the feet of Peter Thabethe. We concur. However, as we show in the following section, Ace Magashule was equally responsible for allowing the project to continue in the face of explicit recommendations made by the Accountant General in January 2014 and February 2014. While these did not constitute PFMA violations per se, they speak to extremely poor governance.

### 4.6. The Roles of Seipate Dhlamini and Takisi Masiteng

[^232]187. Seipate Dhlamini served as the Chief Financial Officer for the Free State Department of Agriculture at the time that the Estina contracts and the first payments were approved. Takisi Masiteng served as the general manager.
188. According to Pieter-Louis Myburgh, Dhlamini maintained a close collegial relationship with Mosebenzi Zwane, whom she joined at the Department of Minerals and Energy upon Zwane's appointment as the Minister of that portfolio.
189.

We note that the NPA filed a criminal indictment with regards to the Estina matter, indicting Dhlamini and Masiteng, along with Peter Thabethe, for violations of the PFMA. ${ }^{84}$
190. The criminal indictment was subsequently withdrawn by the NPA on a provisional basis. The NPA noted that the case could not proceed as the NPA was still awaiting the receipt of additional information. Althought not explicitly stated, the NPA's insistence that the withdrawal was provisional indicates that it may pursue criminal charges in future.
191. We do not, however, have any further insight into their specific roles in the project, excepting that we note that the NPA has recorded that Dhlamini, as Chief Financial Officer, had approved the contract between Estina and the Free State Department of Agriculture. The Public Protector's 2014 provisional report also found that Ms. Dhlamini 'should have ensured that she did not disburse funds to Estina without ensuring that the proper financial oversight controls were in place. ${ }^{85}$
192. We bring this to the attention of the Commission in order to remind it that the NPA appears to have made the determination that it had sufficient evidence to prosecute these individuals for criminal conduct. It is clearly within

[^233]the Commission's interests to pursue this matter further, and to clarify the precise nature of the evidence held by the NPA against both Dhlamini and Masiteng.


## Section 5: ‘Gross Irregularity and Maladministration'86: the Conduct of the Estina/Vrede Dairy Project

193. Between June/July $2012^{87}$ and either April or August 2014 (the reason for the confusion around the later dates will become clearer later), Estina held its contract with the Free State Department of Agriculture, and began implementing the Vrede Dairy Project.
194. During this period, Estina was paid a total of R173 950000 in six bulk payments. Considering the size of this outlay, a reasonable person would expect (and the law demand) that the project would be subject to rigorous oversight, and that Estina would invest these funds prudently in the Project it had sold to the Department. Unfortunately, neither of these reasonable expectations was met.

### 5.1. The January and February 2014 Accountant General Reports

195. In November 2014, the erstwhile Public Protector, Advocate Thuli Madonsela, completed a provisional report detailing her investigation into the Estina/Vrede Dairy Project. ${ }^{88}$ The report was titled Lack of Oversight. This report, previously confidential, was recently released following a successful High Court challenge to overturn the report of the current Public Protector, Busisiwe Mkhwebane, which she finalised in 2018.
196. During Advocate Madonsela's investigation, she was informed that the Estina/Vrede Dairy project had been investigated by the Accountant General at the instance of the National Treasury. The ultimate result of that investigation was the ENS Report, completed and distributed in February 2014, which we quote from in detail above. However, prior to the finalisation of this report, the Accountant General had already completed a draft report,

[^234]dated January $2014^{89}$, which had been distributed to, amongst others, the Office of the Premier and the Free State MEC for Agriculture and Rural Development. ${ }^{90}$
197. We do not traverse the full findings of both the January 2014 and February 2014 Accountant General's reports, which, in summary, found that the initiation and conduct of the Estina/Vrede Dairy Project failed to meet the required procurement, accounting and governance standards. What is important to emphasise, however, is that the January and February 2014 reports made clear and unambiguous recommendations, which the Public Protector summarised as follows:
6.4.1.7 The Accountant General made the following recommendations to the Department:
6.4.1.7.1 That disciplinary action is taken against Mr Thabethe (the Accounting Officer) for his part in concluding this agreement with Estina/Paras. Mr Thabethe did not adhere to the requirements of the PFMA and no supply chain management process was followed prior to entering into the agreement with Estina. Further, Mr Thabethe committed the department financially without ensuring that the department had the funds available to fund this project. The effect of this is that the department is currently struggling to meet its financial commitments in respect of this project.
6.4.1.7.2 That disciplinary action is taken against Ms. Dhlamini the Chief Financial Officer of the Department. As the head of the Department's finance division, Ms. Dhlamini should have ensured that she did not

[^235]disburse funds to Estina without ensuring that the proper financial oversight controls were in place.

### 6.4.1.7.3 That no further funds are invested in the project until all of the risk factors set out in this report are addressed.

### 5.2. The 2014 Provisional Report of the Public Protector and the 'Gross Negligence' of the Free State Government

198. The Public Protector initiated her investigation into the Estina/Vrede Dairy Project following two complaints made regarding the Project's potential for prejudice to the public purse. Advocate Madonsela's office conducted a detailed investigation (sadly the same cannot be said for the office of Advocate Mkhwebane ${ }^{91}$ ) of the project. In the main, Advocate Madonsela's findings and recommendations both repeated those appearing in the Accountant General's reports from January and February 2014, while also making further additional findings as to the gross misconduct of the Free State government in failing to monitor the Project.
199. We do not traverse the detail of all of these findings and recommendations in full (although we will address one specific aspect in more detail below), but respectfully draw the Commission's attention to the following summary of findings and recommendations included in the Public Protector's Executive Summary:

The evidence provided by the Department in respect of the process followed to conclude the agreement with ESTINA supported the conclusion that the prescripts in respect of the procurement of the agreement was not adhered to. This was confirmed by the Accountant General's report dated January 2013 [actually 2014] and constitutes maladministration

[^236]The Accountant General informed the Public Protector that a report on the Vrede Dairy Project was drafted and submitted for comments during January [2014] to the Minister of Finance, the Free State Premier and the Member for the Executive Council: Free State Department of Agriculture and Rural Development. The accounting officer of the Department proceeded after the recommendation of the Accountant General to pay a further R143, 950 million to ESTINA in respect of the project. This amounted to gross irregularity and maladministration.

The evidence discussed above, which includes failure to adhere to Treasury prescripts in respect of procurement and specifically the conclusion of a PPP leaves me with no option other than to conclude that the Department did not maintain a procurement system that is fair, equitable, transparent, competitive and cost effective as required by section 217 of the Constitution and Treasury regulations on SCM. It did not comply with the above basic supply chain management requirements, and thus rendered the conclusion of the agreement improper.

The conduct of the accounting officer in concluding the agreement amounts to improper conduct, abuse of power and maladministration. This was confirmed by the report of the Accountant General dated January 2014...

No documents and/or policies or measures were provided by the Department that proper financial control and risk management of the project were in place. I could find no evidence or indication that the accounting officer invoked the provisions of the agreement in respect of the control over the project and this raises serious concern. This concern was supported by the report of the Accountant General and the lack of controls amounts to gross negligence and maladministration.

No supporting evidence in the form of actual invoices/receipts was submitted to substantiate the expenditure as claimed in the financial statements submitted. In fact the payment vouchers for the disbursement
of the R173, 950 million to ESTINA were substantiated only by the project proposal of ESTINA/PARAS and the agreement concluded between the Department and ESTINA.

From the above it is clear that this amounts to gross negligence, maladministration and ultimately irregular expenditure in terms of Treasury prescripts....

The independent evidence submitted indicates that the prices of the processing equipment and the cows were considerably higher than the current market prices. The evidence further confirms that the accounting officer of the Department had no measures in place to ensure proper procurement procedures in acquiring assets for the project.

The lack of proper monitoring and control measures to ensure value for public money expended is the reason for the discrepancies and this amount to gross negligence, maladministration and resulted in irregular and fruitless expenditure. ${ }^{92}$
200. As a result of the above, the Public Protector ordered a number of remedial measures:

The appropriate remedial action I am taking in pursuit of section 182(1)(c) of the Constitution, with the view of addressing systemic procurement management deficiencies in the Department and the irregular expenditure incurred, is the following:
(a) The Premier of the Free State Province to:
(aa) The Premier of the Free State Province ensures, in terms of Treasury Regulation 4.1.3, that the Executive Authority of the Department initiates an investigation into the conduct of the accounting officer of the Department.

[^237](bb) The Premier of the Free State Province ensures the findings of the Accountant General are noted and the recommendations as mentioned in his report of January [2014] are implemented.
(b) The Member of the Executive Council for the Free State Department of Agriculture and Rural Development to:
(aa) Initiate an investigation into the conduct of the accounting officer of the Department in terms of Treasury Regulation 4.1.3 with the view of taking disciplinary measures.
(bb) Ensure that the findings of the Accountant General are noted and the recommendations as mentioned in his report of January [2014] are implemented.
(c) The Head of the Free State Department of Agriculture to:
(aa) Improve the Supply Chain Management System of the Department to ensure that all Treasury legislation and other prescripts are adhered to
(bb) Ensure that the officials of the SCM Division and the members of Management of the Department are trained on the prescripts of the National and Provincial Treasuries in respect of procurement and specifically in respect of deviations.
(cc) Take corrective measures to prevent a recurrence of the failure in the Management process referred to in this report.
(dd) Ensure that all Departmental staff involved in the implementation and execution of projects are properly trained and capacitated to manage projects assigned to them.
(ee) Develop a policy for the implementation of internal control measures in line with Treasury Regulation Nr. 3.

### 5.3. The Failure to Suspend Payments on the Vrede Dairy Project or Implement Remedial Measures and the Officials Responsible

201. The Public Protector's Report was explicit in recommending that the findings and recommendations of the Accountant General's January and February 2014 reports be implemented. She recommended, to both the Premier of the Free State and the MEC for the Department of Agriculture, that 'the findings of the Accountant General are noted and recommendations mentioned in his report of January 201[4] are implemented. ${ }^{93}$
202. However, the recommendations of the Accountant General made in January 2014 and February 2014, and in the Provisional Public Protector's report in late 2014, were ignored by those responsible for heeding them.

## 203. We note that the Accountant General and Provisional Public

 Protector's Report were not legally binding: we are advised that reports of the Accountant General are advisory, while the Provisional Public Protector's Report would only have force once finalised. However, we submit that the findings of the Accountant General in January and February 2014, and the implied actions so clear, that those called on to implement certain actions could not reasonably have ignored them.204. The Provisional Public Protector's Report is notable in that it confirms that the findings of the Accountant General's February 2014 report were reiterated and supported, and confirms that these findings were delivered to, amongst others, Ace Magashule and Peter Thabethe.
205. We note that:

[^238]a. No disciplinary proceedings were instituted against Peter Thabethe;
b. No disciplinary proceedings were instituted against Seipate Dhlamini;
c. Payments on the Project were not suspended and, indeed, Estina was paid a further R30m on the $21^{\text {st }}$ of July 2014;
d. Payments continued to be made to Estina in 2015 and 2016, even though, as we discuss in more detail in the following section, the Department had cancelled its contract with the company.
206. Ace Magashule served as the Premier of the Free State during the period in which the Accountant General made its January and February 2014 recommendations, and during which the Public Protector made her 2014 findings and recommendations.
207. Peter Thabethe served as the Head of Department for the Free State Department of Agriculture during the period in which the Accountant General made its January and February 2014 recommendations, and during which the Public Protector made her 2014 findings and recommendations.

### 5.4. The Vrede Dairy 'Beneficiaries'

208. In the midst of the multiple procurement irregularities, PFMA violations and money laundering, it is often difficult to recall that the ultimate beneficiaries of the Vrede Dairy Project were supposed to be members of the community of Vrede and its aspiring agriculturalists.
209. But, as with all other aspects of the Vrede Dairy Project, this aspect of the transaction was handled in such a desultory manner as to suggest that it was of limited, or even no, importance to the officials overseeing the Project and the controlling minds behind Estina.
210. As noted above, the empowerment of the local community was supposed to be achieved through the creation of a special purpose vehicle. Estina would hold $49 \%$ of the shares, while the remaining $51 \%$ of the shares
were to be distributed, according to Estina's funding proposal, to 'at least three selected Grant recipients. ${ }^{94}$
211. The June 2011 Partnership Agreement signed between the Free State Department of Agriculture and Estina contained the explicit provision that Estina would implement an 'Agri-BEE business model' in which a second entity called Zayna Investments, but trading as Mohoma Mobung Dairy Project (MMDP), would house shares in the project along the lines stipulated in the business proposal. In the list of obligations and services to be performed by Estina it is recorded that Estina would be responsible for, inter alia:
'Setting up of a BEE entity as per the Agri BEE Business norms stipulated by Government called Zayna Investments Pty Ltd, trading as Mohoma Mobung Dairy Project to be the beneficiary of grants envisioned in this agreement. ${ }^{95}$
212. This requirement was repeated in the second contract signed between Estina and the Department the following month. Under the heading 'obligations of Estina' it was recorded that

Estina ensure that the beneficiaries own 51\% of the AGRIBEE entity the remaining shares belongs to Estina. Provided that should Estina decide to sell its shares, the Department will have the right of first refusal. ${ }^{96}$
213. In the same contract, it is further recorded that the obligations of the Department would include the requirement that the Department

[^239]
## Shall identify beneficiaries for the AGRIBEE entity ${ }^{97}$

214. From the above, it is clear that the division of duties was that (a) Estina would create a special purpose vehicle hold the $51 \%$ shareholding of the local beneficiaries of the project and that (b) the Department would identify those beneficiaries that were to hold the $51 \%$ shareholding and participate in the project.
215. The Commission has heard extensive testimony from Ephraim Dlamini and Jun David Mahlaba regarding the process by which beneficiares were 'selected' following meetings between community members, Thabethe, Zwane and others. We do not traverse these details in full again. We do, however, highlight that, regardless of these meetings taking place and multiple promises being made, at no stage was any meaningful attempt made to transfer shares in Estina/Vrede to any local beneficiaries.
216. Jun David Mahlaba has testified that in or around June 2012, he, as an elected representative of the community liaison team, signed a 'beneficiary agreement' with the Department. The agreement established a framework through which the Department could provide 'Project Funds/Assets as required in terms of this agreement and may contract a mentor... to provide the necessary support to the beneficiary., ${ }^{, 98}$
217. A close reading of the beneficiary agreement, however, shows that it made only the most broad comittments on the part of the Department to fund the Vrede project. It made no specific plan, or incurred no specific obligations, to ensure that the beneficiaries - who do not appear to have been incorporated into a legal entity in any event - received shares in the Estina project.

[^240]218. It is curious that the Department sought to engineer this agreement, in light of the fact that, according to its own MoU with Estina, it placed the obligation to transfer shareholding to beneficiaries on Estina. Why the Department was seeking to enter into a separate mechanism to manage identified beneficiaries is unclear.
219. It is also notable that neither the Vrede Dairy Project, nor the role of Estina, is mentioned explicitly in the beneficiary agreement. This strongly suggests that this agreement was a template that had been used previously by the Department and subject to minimal amendment in this instance.
220. Returning to the failure to identify and arrange formal inclusion of beneficiares: as late as August 2013, a representative of the National Department of Agriculture, Fisheries and Forestry (DAFF), conducted a site visit at the Vrede Dairy Project. The site visit was part of the requirements imposed by DAFF as result of the fact that a portion of the funds used to by the Free State government to pay Estina was derived from CASP funding. CASP funding was overseen by DAFF, which was required to ensure that the funding was spent fruitfully and in line with contractual agreements.
221. Following the site visit by the DAFF representative, the DAFF grants co-ordinator, Elder Mtshiza, recommended to the DAFF Director General that the CASP grant be withheld from the project. ${ }^{99}$ The CASP grant would only be released once a series of recommendations had been implemented. The recommendations were that:
(i) The province must conduct a proper feasibility study;
(ii) The province must develop a business plan for the project;
(iii) The province must conduct a biological impact study;
(iv) The province must get approval for water rights for the project;
(v) The province must outline clearly who the 100 smallholder farmers are and mobilize and structure them accordingly;

[^241](vi) The R53 million allocated from CASP in 2013/2014 be withdrawn from the project and be directed to incomplete projects in the province and to smallholder farmers. ${ }^{100}$
222. This evidence was reiterated and clarified in Ms. Mtshiza's evidence to the Commission.
223. The Department compiled a list of 80 individuals who could be beneficiaries of the project, along with their ID numbers. There were no discriminating criteria applied to who could make this list. According to the provincial product coordinator, Ms Meyer, it became her task to remove individuals who would not be entitled to become beneficiaries based on five criteria:

- The beneficiaries must not be government officials
- They should not have criminal records
- There should be no double-dipping
- The beneficiaries should be of a suitable age to farm
- They should be South African citizens that reside in Vrede, Memel or Warden areas ${ }^{101}$

224. This process of excluding beneficiaries was still ongoing by the time that ENS investigators finalised their report in February 2014. Thus, a full year and 8 months following the initiation of the project, the Free State Department of Agriculture had still yet to identify a final list of beneficiaries on the project.
225. There is contradictory evidence regarding as to whether Estina fulfilled its obligations to create a special purpose entity. According to provisional report of the Public Protector, an Agri-BEE entity 'was registered originally as Zayna Investments Pty Ltd.' The CIPC number of the entity was 2012/035726/07. The name of this entity was changed to Mohoma Mobung
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Dairy Project (Pty) Ltd in August 2012. ${ }^{102}$ Frans Oupa Mokoena was registered as the 'custodian' of 51\% shareholding in Zayna Investments.
226. According to Pieter-Louis Myburgh, Frans Mokoena (spelt France by Myburgh) was a businessman from Vrede. His company, Koena Property Developers, had previously earned R25m through housing contracts issued at the time Mosebenzi Zwane served as the Free State MEC for human settlements. The \#Guptaleaks records show that on the $1^{\text {st }}$ of August 2015, Mokoena sent Zwane's CV to Tony Gupta at his Sahara email address. Tony Gupta forwarded the CV to Duduzane Zuma's email address the following day. Zwane was appointed Minister of Mineral Resources on the $23^{\text {rd }}$ of September 2015. ${ }^{103}$
227. For some unknown reason, it appears that a different special purpose vehicle was created, distinct from Zayna Investments/Mohoma Mobung Dairy Project. According to the Exhibit 16 of the ENS report, attached as Annexure H to this submission, a new entity was registered on the $11^{\text {th }}$ of October 2013. The entity was called Mohoma Mobung Diary [sic] Project (Pty) Ltd. The CIPC registration number provided was 2013/189418/07 (clearly different from the registration number of Zayna Investments). The sole director of the company was listed as Kamal Vasram.
228. It is not clear, from the available material, why two entities sharing the same name (accounting for the typographic error in the spelling of dairy) were created in 2012 and 2013. It is also not clear, from the available material, which of these entities was intended as the special purpose vehicle that would hold the shares of identified beneficiaries.
229. Based on the above, we submit that:
a. the Department was dilatory in initiating the process of identifying and including potential beneficiaries on the Project despite this being (a)

[^243]contractually required and (b) one of the primary rationales that the Free State government committed funds to support the project.
b. the limited steps taken towards identifying and including beneficiaries produced no notable results, in that no shares in the project were ever distributed to local beneficiaries;
c. the attempt to identify beneficiaries was desultory and haphazard;
d. by the time the Department had cancelled its agreement with Estina, no firm steps had been taken to constitute the beneficiaries into a single legal entity, nor had arrangements been made for the shares in Estina to be transferred to such a legal entity.
230. We submit that the ineluctable impression created in this regard is not just that the Department and Estina were incompetent and haphazard in including potential beneficiaries, but that the inclusion and empowerment of beneficiaries was a mere afterthought.


## Section 6: Payments to Estina Made After Public Announcements of Contract Cancellation

231. Estina continued to receive payments from the Free State government in 2015 and 2016. These payments were made after it was announced that all contracts with Estina had been terminated.
232. The effect of the payments in 2015 and 2016 was to compound the multiple failings of the Free State government described in the preceding sections, and to effectively reward Estina despite the company's total failure to deliver on its Project commitments and its outright theft of scarce government resources.
6.1. Cancellation of the Estina contracts and the Role of the Free State Development Corporation
233. On the $28^{\text {th }}$ of April 2015, the Acting MEC for Agriculture and Rural Development in the Free State government provided answers to questions posed by in the Free State legislature by the Democratic Alliance. ${ }^{104}$ In the answers (attached as Annexure I), it is made clear that the Free State government terminated its contract with Estina in August 2014:
'2.2. On what date was the contract cancelled?

Answer 2.2) The DEPARTMENT cancelled the agreements with
ESTINA (Pty) Ltd on the 13 August 2014. ${ }^{105}$
234. The MEC confirmed, additionally, that, at the time of answering the question, Estina had instituted no claims against the Department:

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### 2.3. Whether any claims were made by Estina against the Provincial Government regarding the cancellation of this contract; if so, (a) what was the nature of the claim, (b) the amount?

Answer .2.3) No claim has been made by Estina since the cancellation of the contract ${ }^{106}$
235. Finally, the answer confirmed that Vrede project would receive no further funds from the national government due to the ENS Forensics/Treasury investigation into Estina:
2. Whether the national government has ceased investment in this project, if so, what were the reasons given for this.

Answer 2) Yes, due to National Treasury investigations ${ }^{107}$
236. These answers do not tell the whole story. As noted above, in November 2014, the erstwhile Public Protector, Advocate Thuli Madonsela, completed and distributed a provisional report on the Estina/Vrede Dairy Project titled Lack of Oversight. ${ }^{108}$
237. In her investigation into the matter, Advocate Madonsela was provided with copies of multiple letters and documents from the Free State Department of Agriculture. Four documents are of note here, which were described as follow in the provisional report:
a. '25 April 2014- Letter from Estina to the Free State Department of Agriculture referring to a letter dated 24 April 2014 cancelling the agreement in terms of Clause 15.3 of the agreement. Clause 15.3

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indicates that ESTINA shall be entitled to payment in full for services delivered. The letter demands payment of R136,252,652.00.
b. 19 May 2014 - Submission to the Free State Executive Council to transfer the Vrede Integrated Dairy Project to the Free State Development Corporation by the Member of the Executive Council of the Free State Department of Agriculture and Rural Development;
c. 22 May 2014 - Letter from the Head of the Free State Department of Agriculture to the Chief Executive Officer of the Free State Development Corporation referring to EXCO Resolution 62/2012 dated 13 June 2012 to implement the project. The letter submits that after EXCO revisited the project it was decided on 16 April 2014 that the project must be transferred to the Free State Development Corporation.
d. 27 May 2014- Free State Development Corporation Board Meeting minutes, item 01/2014/80. The Board approves the take-over. The Company Secretary and Acting Chief Financial Officer instructed to conduct a high-level due diligence of the project and table a report at the next meeting. The Board will then decide on an appropriate business model. ${ }^{109}$
238. While we have not reviewed these letters and documents, their content appears clear and self-evident from the description provided in the report, namely, that, on the $24^{\text {th }}$ of April 2014, the Free State Department of Agriculture wrote to Estina with regards to terminating its agreement, and that, the following month, the Free State Department of Agriculture agreed to appoint the Free State Development Corporation [FDC] to manage the project, replacing Estina as the implementing agent..
239. We have reviewed the Annual Reports of the FDC. The reports confirm that FDC have since taken over management of the project (although on-theground management is performed by a third-party). For example, in the FDC's

[^246]2014/2015 Annual Report (an extract of which is attached as Annexure J), the Chief Executive Officer's Overview stated that:
'During the period under review the FDC took over management of the Vrede Integrated Dairy Farm Project on request from the Provincial Executive Committee. The farm is not yet operating at the optimum level but we are confident that with measures that we have put in place such as internal controls, supply chain, cost management controls and improved operations management, we will be able to see positive change within two years. ${ }^{110}$
240. Further Annual Reports also mention the Vrede project explicitly. The 2017 Annual Report (an extract of which is attached as Annexure K) noted that:
'by the end of the financial year, there was an improvement in the management of the Vrede Integrated Dairy Project. The production of milk improved significantly and the main objective is to achieve financial sustainability without depending on a subsidy from the Provincial Department of Agriculture and Rural Development., 111
241. The FDC Annual Reports also confirm that the cash balance of the Vrede Dairy Farm project formed part of the FDC's cash and equivalents line item. The Project was listed has having R3.518m cash-on-hand in 2016 and R3.063 cash-on-hand in 2015. ${ }^{112}$
242. The Commission has already heard evidence further confirming that the FDC was tasked by the Department of Agriculture to become the implementing agent for the Project.

### 6.2. Continued receipt of funds following cancellation

[^247]243. Estina continued to receive large payments from the Free State Department of Agriculture for at least two years after the stated cancellation of their contract in August 2014.
244. Estina's bank statements show that they received payments in 2015 and 2016 totalling over R100m:
a. On the $8^{\text {th }}$ of May 2015, Estina's First National Bank (FNB) Bank Account was credited with a payment of R60 million with the reference number BASI01 FS AGRIC DBNO 150508442NP5990. ${ }^{113}$
b. On the $5^{\text {th }}$ of May 2016, Estina's FNB Bank Account was credited with a payment of R46 252652 (R46 million) with the reference number BASI01 FS AGRIC DBNO 1605054442NP6071. ${ }^{114}$
245. As we show in our future submission, these funds were transferred from Estina's accounts to Gupta-linked accounts within days of receiving these two amounts.
246. The provincial budget for the Free State Department of Agriculture confirms that these two payments were made out of the Province's Agricultural budget. The 2014/2015 Departmental budget it is recorded that 'R60 million will be channelled to the Vrede Dairy Mega Project, as part of the Mohoma Mobung Programme which is expected to be completed in the 2016/2017 financial year. ${ }^{115}$
247. The 2016/2017 Estimates of Revenue and Expenditure for the Department shows that the Vrede Dairy was allocated and paid an adjusted amount of R46.253m. This is exactly the amount reflected in Estina's FNB bank account on the $5^{\text {th }}$ of May 2016. ${ }^{116}$

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248. In 2015/2016 and 2016/2017, the payments to the Vrede Project (in reality Estina) were taken from the province's Infrastructure Enhancement Allocation (IEA). The IEA is a line item controlled solely by the Free State government, and the Department of Agriculture specifically.
249. Cumulatively, this suggests that Estina was paid a total of R106 million by the Free State Department of Agriculture in 2015 and 2016, despite having no role in the project, and, indeed, after having their contract with the Department cancelled in 2014.

### 6.3. Estina's Letter of 25 April 2014 - The Reason Why They Continued to Be Paid?

250. According to the Public Protector's 2014 provisional report on Estina/Vrede that Estina had, on the $25^{\text {th }}$ April 2014, written to the Free State Department of Agriculture. The letter from Estina was written in response to a letter dated the $24^{\text {th }}$ of April of April from the Free State Department of Agriculture about terminating the contract between Estina and the Department. The following is recorded in the 2014 provisional report:

The Department did submit a letter from ESTINA dated 24 April 2014 claiming an amount of R136, 252, 652 as the shortfall which according to the letter they are entitled to as a result of the cancellation of the agreement. Clause 15.3 of the agreement states that ESTINA shall be entitled to payment in full for the services delivered. The shortfall was explained in the letter as follows:

| Date | Commitment | Received | Outstanding |
| :--- | :--- | :--- | :--- |
| 9 July 2012 | $114,000,000.00$ | $30,000,000.00$ | $84,000,000.00$ |
| 18 April 2013 | $114,000,000.00$ | $113,950,000.00$ | $50,000.00$ |
| 1 April 2014 | $114,000,000.00$ | 0 | $114,000,000.00$ |
| Total | $342,000,000.00$ | $143,950,000.00$ | $198,050,000.00$ |
| Invoices submitted | $280,202,652.00$ | $143,950,000.00$ | $136,252,652.00$ |

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The agreement states that ESTINA must carry out their obligations in line with the Department's policies, procedures, protocols and directives. The Department was requested to submit proof of measures in place and executed to ensure adherence to the agreement as well as adherence to the Treasury requirement of value for money during procurement of state assets. No supporting evidence in any form was submitted by the Department. ${ }^{117}$

We pause here to note the utter brazenness and gall of Estina's 24 April 2014 letter. As we will show in more detail our further submission, by the time of this letter, Estina and the Gupta enterprise had already received, laundered and dissipated tens millions of rand from the Free State Department of Agriculture on expenditure utterly unrelated to the Estina project. This included paying for the infamous Sun City wedding. Moreover, Estina and the Gupta enterprise had invested little to none of their own money in the Vrede dairy farm. Instead, Estina and the Gupta enterprise had deployed sophisticated money laundering tactics to create the impression that they had invested moneys, when the funds were, in actual fact, ultimately derived from the Free State Department of Agriculture.
252. The evidence of Mr. Basson before the Commission is also relevant. ${ }^{118}$ Basson has testified that, while conducting work on the farm, he became familiar with the farming practices and the equipment used on the farm. Basson has claimed that the farm was exceptionally poorly managed, and that certain primary equipment that had been delivered was used and rusty. ${ }^{119}$ Basson also recalled that a large number of cows had died as they had not been fed. ${ }^{120}$ Basson's testimony indicates that any claim Estina may have made that they delivered services to the value of close to R300m was totally unsubstantiated and preposterous on the available evidence.

[^249]First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019
253. The Commission has also heard evidence regarding two site visits by Free State Department of Agriculture officials that reported their findings in January 2013 (the 'Myburgh Report') and May 2013. Both reports indicated that only very limited work had been performed on the project and that progress was 'sluggish' at best. ${ }^{121}$
254. During his evidence before the Commission, Thabethe appeared to suggest that Estina was paid the R106m as envisaged by their April 2014 letter in order to reimburse Estina for the cost of a milk processing plant that had been installed. ${ }^{122}$ We do not address this fully here, but note that, in our future submission, we highlight that the total amounts paid to Star Engineers, responsible for providing and installing the milk processing facilities installed by Estina, was considerably less than R106m. If this was the basis upon which the Department paid the R106m, it was profoundly mistaken in doing so, which would have been discovered with only the most cursory investigation.
255. We do not know if the Department referred the matter to the State's Attorney or other legal advisors. That no such referral or document was provided to the Public Protector prior to the finalisation of her provisional report in November 2014 would suggest that it was not. Further, no evidence has been led before the Commission to suggest that this matter was referred to counsel.
256. We do know, however, that the Department continued to pay Estina. This strongly suggests that the Department agreed with, or failed to challenge, Estina's assertion that it was due money under the terms of its contract with the Department. Certainly, this was the evidence tendered by Thabethe before the Commission.

[^250]257. This assumption is borne out by a simple calculation that indicates that the Department, inexplicably, agreed with Estina's claim as to the amounts due to it. As noted above, Estina claimed in April 2014 that it was due to receive a further R136,252,652.00 from the Free State government. On the $21^{\text {st }}$ of July 2014, Estina was paid R30m. Deducting this figure from Estina's April 2014 claim leaves an outstanding obligation of R106,262,652.00. This is the exact amount that Estina was paid by the Department between 2015 and 2016.
258. We have reviewed the agreement between Estina and the Free State Department of Agriculture signed on the 5 ${ }^{\text {th }}$ of July 2012. ${ }^{123}$ The entirety of Clause 15 runs as follows:
15. Termination
15.1 Non-Default Termination
15.1.1. This agreement shall automatically be terminated on the termination date, unless it has been terminated earlier in accordance with the provisions of this agreement.
15.2. Breach
15.2.1. A party commits a breach if he fails or refuses to perform as agreed in terms of the provisions of the agreement.
15.2.2 Should any Party (the "guilty party") commit a breach of this Agreement and fail or refuse to rectify that breach within 14 (FOURTEEN) days after receipt of a written notice from the other Party (the "innocent party"), calling upon the guilty party to rectify that breach, the innocent party shall be entitled, without prejudice to any other of his

[^251]rights, to forthwith cancel this Agreement by written notice to the guilty party.

### 15.3. Exhaustion of Funds

It is also agreed that should funds no longer be available or the execution of the Project, the Department may terminate this Agreement in its own discretion or temporarily suspend all or part of the Project by notice to Estina who shall immediately make arrangements to stop the performance of the Project and minimize further expenditure. Provided that Estina shall thereupon be entitled to payment in full for the services delivered, up to the date of termination or suspension. ${ }^{124}$
259. Estina's reliance on Clause 15.3 to require continued payment is confusing. Clause 15.3 very clearly establishes that, should no funds be available, the Department may terminate the Agreement entirely at 'its own discretion' or 'temporarily suspend' the project for the same reasons. National Treasury's injunction to stop all payments on the projects in February 2014 report would have applied in this instance and should have, at the very least, led to a suspension of the Project, which the Department was entitled to do.
260. It is possible that Estina was relying on the element of Clause 15.3 that stated that they were entitled to payment 'for services delivered... up to the date of termination of suspension.' For this to be justifiable, Estina would have to have spent or delivered products and services to the total value of the entire Free State Department of Agriculture allocation by the April 2014.
261. However, according to Estina's own version of events, as reflected in the Public Protector's provisional report, Estina had invested a total of R42,365,999.00 by December 2013. Of this, R21,200,000.00 had been withdrawn in December 2013, leaving a total investment of R21,165,999. ${ }^{125}$

[^252]Financial statements submitted by Estina covering the period 2013/2014 show that Estina had made no further investments by April 2014. ${ }^{126}$
262. It is possible that Estina claimed that the value of services, when added to the value of investments, was equal to the amount that they claimed from the Free State Department of Agriculture. However, this would suggest, remarkably, that by the April letter, Estina had delivered services to the exact and specific Rand value that they were claiming. This is simply not credible, especially in light of the considerable evidence that has indicated that the on-the-ground delivery of services was sluggish and of poor quality.
263. More importantly, as we will show in our futher submission, the banking records for Estina in the period between 2012 and 2014 show that Estina's claim that it had incurred costs or delivered services of R280,202,652.00 by the date of its April 2014 letter was farcical and fraudulent. Indeed, as we will show in our further submission, the amount that can be legitimately linked to expenditure on the Vrede Dairy Project from Estina's bank statements was a fraction of the R280m that Estina claimed.
264. We also highly doubt that that the investment figures provided by Estina and reported in the Provisional Public Protector's Report are accurate. Indeed, as we will show our further submission, the vast majority of funds deposited into Estina's accounts during the period 2012-2016 were not funds raised independently by Estina, but, instead, constituted Free State government funds that had been laundered and recycled so that their ultimate origin - the public fiscus - was disguised.
265. Estina's letter of 25 April 2014 thus amounted to an attempt to interpret Clause 15.3 as suggesting that Estina was entitled to receive the grant from the Free State government, whether the contract was cancelled or not, on the basis that it had provided services that it had not delivered.

[^253]266. The Department, for its part, made no attempt at any stage to establish the validity of the costs that Estina had claimed to have incurred. It, instead, relied entirely on Estina's statement to that effect. In the circumstances, it is impossible to see how the Department could have made any reasonable or reliable calculation as to the amount, if any, Estina was due under terms of Clause 15.3 of its contract.

### 6.4. Comment on the Public Protector's Report of 2018

267. On the $9^{\text {th }}$ of February 2018 the Public Protector, Busisiwe Mkhwebane, published her final report on the Estina/Vrede matter. ${ }^{127}$ This report was distinct from the provisional 2014 report drafted by her predecessor, Advocate Thuli Madonsela. In May 2019, Advocate Mkhwebane's 2018 report was set aside as unconstitutional. The Courts were particularly critical of Advocate Mkhwebane's failure to conduct a meaningful investigation into matters falling under her purview.
268. The Public Protector's 2018 Report regarding Estina and Vrede is silent on the payments made to Estina in May 2015 and May 2016. According to the Public Protector's 2018 Report:
the department was requested to submit copies of all invoices submitted by ESTINA to the Department with reports in line with the project plan and payment documentation for the invoices paid. The Department submitted documentation on 6 bulk payments made to Estina. The substantiating documentation attached to the payment authorisations included only the project proposal and agreement signed between Estina and the Department. ${ }^{128}$

[^254]269. The last payment details provided to the Public Protector by the Department show a final payment made on the $21^{\text {st }}$ of July 2014, and total payments of R173 950000.
270. It is possible that the Department only submitted these amounts to the Public Protector, in which case they were clearly misleading the Public Protector.
271. Equally, it is possible that the Public Protector failed to evaluate the accuracy of these disclosures against the publicly available Provincial budgets, which would tell a different story. Certainly, by the time the Public Protector report was published in February 2018, the NPA and Asset Forfeiture Unit had already filed their papers in their attempt to seize Gupta assets. A cursory reading of the NPA and AFU affidavits would reveal the 2015 and 2016 deposits in the Estina accounts.
272. This is a matter requiring further investigation. However, on the basis of the evidence before us, we believe that the most likely inference to be drawn is that the Department knew about the difficulties it would have in accounting for the 2015 and 2016 payments, and wilfully hid their disclosure from the Public Protector.
273. The Public Protector, meanwhile, failed to note the payments in documents available through other legal processes and national budgetary filings. If this is an accurate summation of events, this would tend to support the proposition that these payments were simply inexplicable.
274. Both of these explanations are consistent with the clear evidence that Estina was shown repeated favouritism by the Free State provincial establishment, and with the High Court's decision to set aside the Public Protector's 2018 report.

### 6.6. Estina's Banking Facilities at FNB

275. It is striking that FNB tolerated the banking activities of the Estina account to continue despite the fact that, by the time these payments were made, the Estina case had reached national prominence.
276. We are not aware of whether FNB made any suspicious activity reports about the Estina transactions to the relevant authorities. This is a matter we believe the Commission should investigate with urgency. If FNB failed to do so, this shows that they were delinquent in their duties to detect and prevent suspicious banking activity.
277. In the event that FNB filed any suspicious activity reports, but these were not acted on, the inactivity of the Financial Intelligence Centre should be examined.
278. We believe that the prevailing context of the Estina project, in particular the project's clear links to politically-exposed individuals, corruption and state capture, should have incurred an additional obligation on FNB: to report the payments from the Free State government, and their immediate dissipation, to a police official as required by the Prevention and Combating of Corrupt Activities Act.
279. We put these issues to FNB in September 2019. FNB responded by stating:

Due to client confidentiality, FNB cannot comment on specific bank accounts.

In instances where the bank is required to comply with external legal or judicial processes, the bank will adhere to such requests.

### 6.7. Investigate the Roles Played by Messrs Thabethe and Magashule Regarding the Continued Payments Made to Estina

280. Based on the foregoing, we believe that there existed no good reason, either in law or in common sense, for the Free State Department to continue to make payments to Estina in 2015 and 2016. That they continued to do so is an affront to South Africa's citizenry.
281. That the Department continued to make these payments compounded the Department's failure to suspend payments on the project as recommended by the Accountant General in February 2014 and reiterated by Public Protector in November 2014.
282. The ineluctable impression created is that at every stage of the contract, from its approval to its 'termination', the Free State Department of Agriculture, and the Free State government as a whole, sought to pay Estina funds to which it was not entitled, for which it failed to ever meaningfully account, and for which it appears to have delivered marginal if any returns to the community of Vrede. At the same time, the Department flouted good governance, and ignored the recommendations of the Accountant General and the Public Protector.
283. Estina, for its part, sought and succeeded in
a. misleading the Department as to the true cost of the Vrede Dairy Project;
b. developing a money laundering system designed to disguise the fact that it was failing to make its own contractually stipulated investments into the project.
284. That this reflects poorly on the Department, on the Free State government, and on Messrs. Thabethe, Zwane and Magashule is the most drastic understatement.

# Section 7: The Estina/Vrede Dairy Project as a Project By and for the Benefit of the Gupta Enterprise 

### 7.1. The Multiple Roles of the Gupta enterprise in the Estina Project

285. In June 2013, following reports of the Guptas' involvement in the Estina scandal, denials of any Gupta involvement were swiftly issued. Responding to a query from the Mail \& Guardian, for example, Vasram stated that 'as far as the Gupta family's involvement in the project is concerned, I wish to categorically state that they are not involved in any manner in this project. ${ }^{129}$ Gary Naidu, the spokesperson for the Gupta family, also denied that the Gupta family was involved in the project, save for consultancy contracts worth R138 000 awarded by Estina to a Gupta-linked company, Linkway. ${ }^{130}$
286. Nothing could be further from the truth. In reality, the Gupta enterprise was intimately involved in all aspects of the Estina dairy project from its inception until the company received its final payment in 2016. Moreover, the Gupta enterprise was the primary beneficiary of the entire Estina/Vrede Dairy Project, siphoning funds deposited from the Free State government into its own accounts and for its own purposes.

### 7.1.11 The Benefits Accruing to the Gupta Enterprise through the Control and Dissipation of Estina's Assets

287. In our future anticipated submission, we describe, in detail, the manner in which funds from the Estina project were laundered and distributed. Two features of this are salient here. First, the laundering network was run by key Gupta lieutenants and reported to the Gupta brothers. Second, we can trace conclusively that a substantial portion of the funds from the Estina project ended up in the hands of the Gupta enterprise and associated entities such as Oakbay Investments and Linkway Trading. This, perhaps above all, provides
[^255]First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019
clear and incontrovertible proof that the Estina project was a de facto project of the Gupta enterprise.

### 7.1.2. Kamal Vasram's Previous and Contemporaneous Connections to the Gupta Enterprise and Work with the Free State Government

288. The \#Guptaleaks archives show that Kamal Vasram, the sole director of Estina, was involved in a number of aspects of the Gupta enterprise, both before and during the life of the Estina project.
289. 

The relationship between Kamal Vasram and Sahara Computers stretches back to at least 2008. The first record of contact between Sahara and Vasram included in the \#Guptaleaks is from the $31^{\text {st }}$ of March 2008. The email shows that Vasram was in contact with Sahara employees regarding the sale of Intel products. Vasram was, at the time, an employee of Intel.
290. In November 2010, Kamal Vasram was invited to attend a Diwali celebration hosted by Sahara and the Guptas.
291. Calendar entries show that Tony Gupta, Ashu Chawla and Evan Tak were due to meet 'Kamal Intel' on the $12^{\text {th }}$ of April 2011.
292. Calendar entries show that Tony Gupta, Ashu Chawla, Evan Tak and Ashok Narayan were due to meet 'Kamal Intel' on the $15^{\text {th }}$ of July 2011.
293. Calendar entries show that Tony Gupta and Ashu Chawla were due to meet 'Kamal Intel' on the $28^{\text {th }}$ of February 2012.
294. Calendar entries show that Tony Gupta and Ashu Chawla were due to meet ‘Kamal Ex Intel' on the $3^{\text {rd }}$ of April 2012.
295. Calendar entries show that Tony Gupta, Ashu Chawla and Evan Tak were due to meet 'Kamal (Ex Intel) + Ashok' on the 27 ${ }^{\text {th }}$ of July 2012.
296. Calendar entries show that Tony Gupta, Ashu Chawla and Evan Tak were due to meet 'Kamal \& Ashok' on the $7^{\text {th }}$ of August 2012.
297. Calendar entries show that Tony Gupta, along with Ashu Chawla and intermittently Evan Tak, were due to meet 'Kamal' on the $15^{\text {th }}$ of August 2012, $9^{\text {th }}$ of October 2012, 'Kamal' on the $1^{\text {st }}$ of November 2012, $30^{\text {th }}$ of January 2013, $1^{\text {st }}$ of February 2013; $9^{\text {th }}$ of April 2013; $4^{\text {th }}$ of June 2013, $25^{\text {th }}$ of June 2013, $27^{\text {th }}$ of June 2013, $19^{\text {th }}$ of September 2013, $11^{\text {th }}$ of October 2013, $14^{\text {th }}$ of October 2013, $9^{\text {th }}$ of January 2014, $15^{\text {th }}$ of March 2014, $14^{\text {th }}$ of May 2014, $2^{\text {nd }}$ of June 2014. It is possible that the 'Kamal' referred to in these entries could have been Kamal Singhala, Ajay Gupta's son; it is also possible that they may have referred to Kamal Vasram. We hope that the Commission may be able to investigate the identity of this Kamal in the course of its investigations.
298. The \#Guptaleaks archives show that from at least March 2011 (a month before the first recorded meeting between Tony Gupta and Vasram) until September 2012, Vasram submitted monthly invoices to Linkway Trading for undescribed 'services rendered.' Vasram charged R11 000 for the 'services rendered.' [See annexure C]

299
One of the invoices, titled 'may kvasram.doc', was sent by Kamal Vasram from his Estina email address [vasram@estina.co.za] on the $2^{\text {nd }}$ of June 2011. The invoice was sent to Ashu Chawla, who directed a Sahara accountant to make the payment from Linkway Trading. The email was signed by with Kamal Vasram's name and featured Estina's logo.
300. On this evidence, it is thus plausible that Estina was being used as a vehicle by Kamal Vasram in his business dealings with the Gupta enterprise a full year prior to the initiation of the Vrede Dairy Project. That Estina was being used to conduct business prior to the Vrede Dairy Project is borne out by Estina's Audited Financials [attached as Annexure M], according to which Estina earned R850 000 in revenue in the financial year ending April 2012.
301. As an aside, it is worth highlighting, here, that not only did Kamal Vasram have no known experience in agriculture, but Estina's revenue prior to the Vrede Integrated Dairy Project was, according to Kamal Vasram, derived from non-agricultural work. As discussed prior and in more detail below, on the $26^{\text {th }}$ of November 2012, Ravindra Nath emailed a Mr. Prasad at the Bank of India, seemingly about the prospect of a loan being granted to Estina. Attached to the email was a breakdown of the Estina Dairy Project's projected financials, and Kamal Vasram's CV [attached as Annexure N].
302. Vasram's CV listed his past employment, all within the IT sector. It also included an entry for 'Estina Pty Ltd', of which he was identified as 'Director \& Founder.' Under work completed, the CV noted that Estina had

Developed an automated in house safe solution with ARAM SA Pty Ltd for day to day cash disbursement at South African post offices to reduce theft and security risk.

- Implemented across 38 sites in South Africa
- Successfully reduced cash in transit insurance by $80 \%$

303. Notably, the CV confirmed that, from February 2012 until the date of the CV's completion (presumably November 2012), Vasram was employed as the 'Retail Manager' for Lenovo Corporation. The \#Guptaleaks emails further show that, from at least January 2014 onwards, Kamal Vasram was employed as a sales manager at Toshiba. We have also reviewed the Linkedln profile of Kamal Vasram, attached as Annexure Z. According to his Linkedln profile, Vasram was employed by Toshiba as the Head of Sales and Marketing, based in Johannesburg, from January 2013 to July 2014.
304. Thus, during the entire period in which the Vrede Dairy Project was being delivered, the sole director and shareholder in the company was simultaneously employed as an IT salesperson. This undoubtedly raises concerns about the ability of Estina and its employees and directors to deliver an agricultural project of the magnitude and importance of the Vrede Dairy Project.
305. As noted previously, Vasram's CV also recorded his role as the Founder and Director of Sunbay. In this role, Vasram acted as a front-man for Sahara Computers in securing lucrative contracts to supply laptops to the Free State government.
306. From the above, we submit it is reasonable to conclude that Kamal Vasram, the sole director of Estina Pty Ltd during the active life of the Vrede Dairy Project:
a. Held multiple meetings with Tony Gupta and Ashu Chawla, which were intermittently also attended by Evan Tak and Ashok Narayan;
b. Had a business relationship with the Gupta enterprise and Sahara Computers for at least a year prior to the initiation of the Vrede Dairy Project, which included submitting monthly invoices for opaque 'services rendered';
c. Sent at least one invoice as part of this relationship from his Estina email address, suggesting that Estina was already being used as a vehicle through which Vasram was engaging with the Gupta enterprise;
d. Served as a director in the same company as Ashok Narayan;
e. Worked as a salesperson/retail manager for Lenovo and subsequently Toshiba for the majority of the period in which the Vrede Dairy Project was running;
f. Secured two orders from the Office of the Premier in late 2012 and mid-2014 for the sale of Toshiba laptops, which \#Guptaleaks records show were sold by Sunbay to the benefit of Sahara Computers, showing that Vasram maintained his parallel IT business relationship with the Gupta enterprise during the life of the Vrede Dairy Project.

### 7.1.3. The Guptas, Sanjeev Gautam and the Initiation of the Project

307. All \#Guptaleaks emails and documents relevant to this section are attached as Annexure 0.
308. Mr. Sanjeev Gautam, an Indian national, was central to the initiation and formalisation of the project.
309. On the $11^{\text {th }}$ of April 2012 a MoU was signed between Estina and VRS Foods Limited Trading as Paras India. The MoU was signed by Mr. Sanjeev Gautam on behalf of Estina. ${ }^{131}$
310. In May 2012, Estina submitted a business proposal regarding the Vrede Dairy Project. It was on the basis of this proposal that the contract with Estina was approved by the Free State provincial Exco. Mr. Sanjeev Gautam signed on behalf of Estina. His role was listed as 'Managing Director.' ${ }^{132}$
311. On the $5^{\text {th }}$ of June 2012, Estina signed its first contract with the Free State Department of Agriculture, creating the Vrede Dairy Project and committing the Department to investing funds for its realisation. Mr. Sanjeev Gautam signed 'for and on behalf' of Estina. He was identified as the Managing Director of the company. ${ }^{133}$
312. On the $5^{\text {th }}$ of July 2012, Estina signed its second contract with the Free State Department of Agriculture following an intervention by the State's Attorney. Mr. Sanjeev Gautam signed the contract on behalf of Estina. He was identified as the Managing Director of the company. ${ }^{134}$

[^256]313. The \#Guptaleaks emails show that Mr. Sanjeev Gautam was closely linked to the Gupta enterprise, and relied on its services to establish the project.
314. On the $6^{\text {th }}$ of May 2011, 'Sunny' Gautam [sunnygautam9@yahoo.com] wrote to Ashu Chawla at Sahara [ashu@sahara.co.za]. Mr. Gautam wrote: 'Dear Sir, kindly issue a invitation letter for me also Txs Sunny. 'Sunny' Gautam attached his passport to the email, revealing that 'Sunny' Gautam was Mr. Sanjeev Gautam. Mr. Gautam's passport indicates he was born on the $9^{\text {th }}$ of July 1975.
315. Also attached to the email was a letter addressed to 'Mr. Ashu' on the $6^{\text {th }}$ of May 2011. The letter was signed by Suyash Prasant for Winson Perfumes \& Cosmetics, and was written on a Winson Perfumes \& Cosmetics letterhead. Sayush Prasant was also, simultaneously, an employee of SES Technologies, a Gupta-controlled entity registered in India. The letter asked that 'Mr Ashu' 'kindly issue an invitation letter for our managing director as per the details below', and listed Mr. Sanjeev Gautam's passport details and credentials.
316. On the $12^{\text {th }}$ of May 2011, Ashu Chawla forwarded this email to another Sahara employee Joleen Roux [joleenr@sahara.co.za]. Joleen Roux was was responsible for, amongst other things, organising travel and visa logistics on behalf of Sahara.
317. On the $11^{\text {th }}$ of September 2011, Ashu Chawla [ashu@sahara.co.za] sent an email to 'Sunny' Gautam [sunnygautam9@yahoo.com]. The subject of the email was 'FW: invitation letter.' Attached to the email was a letter signed by Joleen Roux, who was identified as being responsible for 'Guest relations' for Sahara Computers. The letter was written on a Sahara letterhead and addressed to the South African Embassy, New Delhi. The letter requested of the South African embassy that it 'please kindly assist with issuing a three (3) month business visa for Mr. Sanjeev Gautam.' The letter further confirmed that 'Sahara will be assisting with all requirements needed during his stay.'
318. On the $22^{\text {nd }}$ of May 2012, Ashu Chawla wrote to one Sunil [sunil@aircharterservices.com], copying in amarjeet007@gmail.com and semoun@aircharterservices.com. Chawla wrote:
‘Sunil Ji

As discussed the flight for Dehradun will be leaving at 8 h00 in the morning and departure from Dehradun will be at $20 h 00$.

Passenger will be as follows:

Mr. Rajesh Gupta
Mrs. Arti Gupta
Mr. Sanjeev Gautam
Mr. Abishek Chaudhary.

Thanks
Ashu
319. Other emails from the \#Guptaleaks archives suggest that Mr. Gautam was involved in facilitating contact between Siddharth Buildwell Ltd and Sahara Computers with regards to developing a potential business relationship. Umesh Kumar Agarwal, the Managing Director of Siddharth Buildwell, had written to Ashu Chawla at Sahara Computers on the $20^{\text {th }}$ of May 2012 requesting that a delegation be allowed to 'visit your HQs to get to know your work area at close quarters.' The letterhead to this letters shows that Siddharth Buildwell was based in Dehradun.
320. On the $24^{\text {th }}$ of June 2011, the Chief Executive of Bank of Baroda's South African branch, M.L. Sharma, sent an email to Rajesh [Tony] Gupta [tony@sahara.co.za]. Sharma wrote:

## Good day,

I am forwarding here with details of LUV SHARMA. S/O RAJENDRA KUMAR SHARMA
Admission in JAYPEE INSTITUTE OF INFORMATION TECHNOLOGY

SECTOR 62, NOIDA

BRANCH ELECTRONICS

AIEEE ROLL NO. 26202570
321. We do not know what connection existed between the Chief Executive of the Bank of Baroda in South Africa and Luv Sharma, although we do note that they shared the same surname.
322. On the $24^{\text {th }}$ of June 2011, Tony Gupta forwarded this email to Ashu Chawla's Sahara address with the instruction 'Pls forward to sunny gautum', to which Chawla replied 'OK' on the same day. Attached to this email, and presumably emanating from the email of ML Sharma supra, was a copy of Luv Sharma's 'All India Engineering/Architecture Entrance Exam' results.
323. Just over fifteen minutes later, Ashu Chawla forwarded this email to Sunny Gautam, introducing it by noting 'As discussed with Tony Bhai I am forwarding you this details.' An hour later, Ashu Chawla sent a further email to Sunny Gautam, attaching Luv Sharma's secondary school marks.
324. The exact intent of this chain of emails regarding Luv Sharma is difficult to discern. Regardless, the emails do show that Sanjeev Gautam, Ashu Chawla and Rajesh Gupta were in active contact and that Rajesh Gupta had directed communication to Sunny Gautam.
325. On the $25^{\text {th }}$ of August 2011, Ashu Chawla sent an email from his Sahara address to Sunny Gautam's Yahoo email address. The email subject line is 'Fw: Invitation letter Mr Gautam, Tegeta.' We cannot discern, from these emails, what connection Mr. Gautam had to Tegeta. Attached to the email was a letter on a Sahara Computers letterhead and addressed to the South African embassy in Delhi, signed by Sahara's Joleen Roux and dated the $24^{\text {th }}$ of August 2011. The letter requested that the South African embassy assist with a three month tourist visa to South Africa for Kaushal Kishore Gautam. The visa was to be issued as Kaushal Gautam 'will be coming to South Africa to make a personal visit to see Mr Ajay Gupta.' Sanjeev Gautam's passport, attached to the email of 12 May 2011, shows that Kaushul Gautam was Sanjeev Gautam's father. Sanjeev Gautam had previously sent a copy of Kaushal Gautam's passport page to Ashu Chawla on the $25^{\text {th }}$ of May 2011.
326. On the $28^{\text {th }}$ of March 2012, Sanjeev Gautam sent an email from his Yahoo address to Ashu Chawla's Sahara email address. The email subject was 'Fwd: Passport Copy - Mr. Gajinder Kumar.' Sanjeev Gautam requested that Chawla 'please issue invitation letter', clearly for Gajinder Kumar. The significance of this exchange was that Mr. Kumar was, at the time, an employee of Paras Dairy. He was also the signatory to the MoU signed between Estina and VRS Foods/Paras in April 2012.
327. On the $31^{\text {st }}$ of March 2012, Ashu Chawla sent an email from his Sahara email address to Sanjeev Gautam's Yahoo email address, attaching a scan of an invitation letter issued on a Sahara letterhead, dated the $31^{\text {st }}$ of March 2012, requesting that the South African Embassy in New Delhi assist with a 3 month business visa for Gajinder Kumar Nagar.
328. We submit that the timing and content of the emails regarding Gajinder Kumar suggests that Ashu Chawla, and the Gupta enterprise more generally, helped secure Gajinder Kumar's visa for a trip to South Africa, and that, during that trip, Gajinder Kumar signed the MoU between Estina and Paras.

The Gupta enterprise was thus intimately involved in this fundamental aspect of the Vrede Project.
329. On the $12^{\text {th }}$ of June 2012, a week following the signing of Estina and the Free State Department of Agriculture's first partnership agreement, Sanjeev Gautam wrote to Ashu Chawla's Sahara email address from his Yahoo address. Gautam copied Ashok Narayan into the email. Sanjeev Gautam asked Ashu Chawla to assist with an invitation letter for one Mr. Biswas. Gautam indicated that 'he will stay 20 days in South Africa for dairy project.' Attached to the email was a scan of the passport of Mr. Nitai Biswas. An article from Paras Dairy's website indicates that Mr. Biswas was the CEO of Paras Dairy. ${ }^{135}$
330. On the same day, Ashu forwarded the requested invitation letter for Mr. Biswas to Sunny Gautam and Ashok Narayan. As with previous invitation letters, it was written on Sahara stationery.
331. On the $28^{\text {th }}$ of June 2012, the same month that Estina formalised its relationship with the Free State Department of Agriculture and received its first R30m investment, Ashu Chawla sent an email from his Sahara email address to nareshk@reliancemobile.blackberry.com and khosla naresh@hotmail.com. The email subject was 'FW: Sanjeev payment.' The body of the email ran:

Naresh Ji,


Please pay Rs. 190,242 to below account

## Bank account details are as follows:

Sanjeev Gautam
State Bank of India

[^257]Sec-2, Noida
A/c No.: 20002921929
332. The purpose the payment to Sanjeev Gautam is not disclosed. In June 2012, RS190,242 was equivalent to just under ZAR30,000.
333. In addition to the above emails showing that Sanjeev Gautam was in close contact with the Gupta enterprise, and relied on it extensively, records from the \#Guptaleaks indicate that he was also a shareholder in a company that formed part of the extended Gupta enterprise: Gateway Infrastructure, registered in India.
334. On the $26^{\text {th }}$ of November 2012, one Piyush Shah
[piyush.shah@sesindia.com] wrote to Ashu Chawla's Sahara email address, copying in one Naresh Khosla [naresh.khosla@sesindia.com]. SESIndia.com was the email server for SES Technologies, an Indian company controlled by the Gupta enterprise. The email to Ashu forwarded an extended email chain that served to transmit the details of 'Gateway Infrastructure’ to be submitted as part of its annual return filings, presumably in India. Attached to the email was a Microsoft Excel worksheet titled 'Gateway Infrastructure BS PL 2012.xls.' The worksheet is self-evidently an annual report filing as required by Indian company law. The fourth worksheet of the workbook, titled ' 4 , share capital', shows that at both the $31^{\text {st }}$ of March 2011 and $31^{\text {st }}$ of March 2012, Mr. Anil Gupta held 5,100 (51\%) Gateway Infrastructure shares, while Sanjeev Gautam held 4,900 (49\% shares). Anil Gupta was the brother-in-law to the Gupta brothers. Worksheets 1 and 2 to the same document indicates that Anil Gupta and Arti Gupta were the directors of Gateway Infrastructure. Arti Gupta is Rajesh Gupta's wife.
335. Further emails in the \#Guptaleaks show that Sanjeev Gautam held his proportion of shares in Gateway Infrastructure until at least 2014.
336. Finally, one email appears to indicate that Sanjeev Gautam drew a salary from SES Technologies, a Gupta enterprise company, or at the very
least, SES Technologies claimed as much in correspondence with Indian tax authorities. On the $25^{\text {th }}$ of November 2015, Suresh Tuteja forwarded financial details to various accountants. The substance of the correspondence appears to relate to the tax liability assessment of SES Technologies. The email attached a range of Excel spreadsheets setting out the financial records of the company. One of the documents attached was titled 'Salary details.xls.' The document consisted of a single spreadsheet headed 'Details of Salary for the year 2011-12.' Sanjeev Gautam is listed under 'employee name' against the figure of 190242. This is likely Rs190242, which would be equivalent to R39 000.
337. From the foregoing, we submit that it is reasonable to infer that the Gupta enterprise was central to the initiation and formalisation of the Estina/Vrede Dairy Project. We note:
a. Estina was represented by Sanjeev Gautam, who signed all relevant legal documentation for Estina in the initiation and formalisation of the Estina/Vrede Dairy Project, and identified himself as the Managing Director of Estina;
b. Gautam relied on the Gupta enterprise company Sahara Computers to secure visas for himself and his father, in the latter instance so that Sanjeev Gautam's father could have a meeting with Atul Gupta;
c. Gautam relied on the Gupta enterprise to secure visas for employees of Paras Dairy to visit South Africa, and that, during those visits, Estina entered its MoU with VRS Foods/Paras Dairy;
d. Gautam engaged with the Gupta enterprise regarding other business ventures, facilitated these contacts, and flew with Rajesh Gupta and his wife via chartered aircraft to the location of an intended business meeting between Rajesh Gupta and a company by the name of Siddharth Builders;
e. Gautam was paid just under R30 000 in June 2012, the month the Estina/Vrede Dairy project contracts were signed, on the instructions of Ashu Chawla;
f. Gautam was included in emails ultimately emanating from the Chief Executive of the Bank of Baroda and sent to Gautam by Ashu Chawla on the instructions of Rajesh [Tony] Gupta;
g. From at least March 2011 to March 2014, the period in which the Estina/Vrede project was initiated and formalised, Gautam held a 49\% share in Gateway Infrastructure, the other $51 \%$ shareholding held by Anil Gupta. Arti Gupta and Anil Gupta were listed as directors of Gateway Infrastructure;
h. Documents submitted by SES Technologies to Indian tax authorities reflect that Gautam received a salary from SES Technologies of 190242 rupees in the year 2011/2012.

### 7.1.4. The Connections between the Gupta Enterprise and Peter Thabethe

338. As noted above, at the end of February and beginning of March 2012, Mr. Peter Thabethe travelled to India to conduct his 'research' into potential Indian partners for the Vrede Dairy Project. Mr. Thabethe conceded in interviews with ENS investigators that the only supplier he met with was Paras Dairy.
339. Emails emanating from the \#Guptaleaks show that the Gupta enterprise was intimately involved in the 'research' trip taken by Mr. Thabethe to India, and in facilitating the visit of at least one employee of Paras Dairy to South Africa. We attach these emails and attachments thereto as Annexure P.
340. The \#Guptaleaks emails include an email from Ashu Chawla (ashu@sahara.co.za) to one Chris Kgarose (chrisk@sahara.co.za). The email is sent on the $25^{\text {th }}$ of February 2012 at 06:00AM.
341. Attached to the email was a document entitled 'SES L Head.doc.' This was a letter dated the $24^{\text {th }}$ of February 2012 from Ashu Chawla and addressed to the 'Visa Counsellor, High Commission of India, Johannesburg, South Africa.'

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342. The body of the letter runs:

## Re : Invitation letter for Peter Thabethe

Dear Sir/Madam,

Please could you assist with issuing 3 month business visa for the above mention guests?

They would like to visit India for business opportunities.

They are due to arrive between $29^{\text {th }}$ February to $3^{\text {rd }}$ March 2012.

Below are the passport details:

## Mr. Peter Thabethe

Passport No E00003819
Date of issue: 25.08.2009
Date of Expiry 24.08.2014

SES Technologies Ltd will assist with all their requirements while stay in India

If require any further details please do not hesitate to contact me.

Thanks
Regards

## Ashu Chawla

343. The letter was written on the letterhead of SES Technologies Limited, which listed its address as SES House, Plot No. 70, C Cross Road, MIDC, Moral Indl Area, Andheri (East) Mumbai - 400093, India.
344. SES Technologies was controlled by the Gupta family. ${ }^{136}$ Moreover, emails from the \#Guptaleaks show that members of the Gupta enterprise, Ashu Chawla in particular, were involved in monitoring and running the financial management of SES Technologies. We do not attach these emails to this submission as they are substantive, but can do so should the Commission require.
345. The date of the visa letter is interesting light of the evidence of Thabethe before the Commission. The documentary evidence showed, and Thabethe agreed, that the trip he took to India required approval from the Office of the Premier. Thabethe received this approval on the $28^{\text {th }}$ February 2012. ${ }^{137}$ This was four days after the date of the letter drafted by Ashu Chawla to the Indian High Commission in support of a visa for Thabethe. Narayan and Thabethe departed for India on the $29^{\text {th }}$ of February 2012. We submit that it would not have been possible for Thabethe to secure a visa for his India trip in the time between the approval of the trip on the $28^{\text {th }}$ and his departure on the $29^{\text {th }}$. The more plausible explanation is that Thabethe had already put the wheels in motion to secure the visa for his trip to India by at least the $24^{\text {th }}$, and certainly some time prior to the approval being granted for his trip.
346. 

According to Thabethe's own version in his 2018 affidavit, when he made his trip to India to meet with Paras and conceptualise the project, he was accompanied by Ashok Narayan. Thabethe confirmed before the Commission that Narayan's air ticket was paid for by the Department following approval from the Office of the Premier, which additionally approved the inclusion of Narayan on the trip.
347. Ace Magashule had appointed Narayan as a specialist ICT advisor on the $29^{\text {th }}$ of February, with effect from the $1^{\text {st }}$ of March. Narayan's ticket was thus purchased before Narayan had been appointed as an advisor. Narayan

[^258]was thus also only appointed an advisor on the day he departed for India, and this position only took effect while Narayan was already on the trip.
348. In testimony before the Commission, Thabethe claimed that he was told to include Narayan on the trip by Mosebenzi Zwane. However, in the same testimony, Thabethe failed to satisfactorily explain why Narayan, an ICT specialist, was joined on his trip to India to review an agricultural project. Thabethe indicated that did not question Narayan's inclusion or why he was chosen, selecting, instead, to accept the instruction: 'Chair, I should have questioned... But I didn't question,' Thabethe commented. ${ }^{138}$
349. The \#Guptaleaks records suggest that, in fact, Thabethe knew the identity of Narayan prior to this trip, and was aware of Narayan's involvement with, at the very least, Sahara Computers. Ashok Narayn sent an email to Peter Thabethe's personal email address (pthabethe@hotmail.com) on the $5^{\text {th }}$ of January 2011. Narayan had sent the email from his Sahara Computers email address, and copied in Sahara Computer's Joleen Roux, who was responsible for Sahara and Gupta enterprise logistics. The email attached an invite to a New Age 'Friendship Celebration' that was to honour '150 years of friendship between India and South Africa in the company of H.E. MR.

JACOB ZUMA.'
350. A second attachment set out the details of the public New Age celebration to take place during an International Pro20 cricket match between South Africa and India in Durban.
351. The body of the email strongly suggests that Narayan and Thabethe had already discussed the invitation:

Dear Peter,

As discussed, please find enclosed the invitation to the two events in Durban over this weekend.

[^259]Unfortunately, we are unable to offer accommodation since all hotel rooms have already been allocated.

You may reach me on my cell on 0767928332 when you reach Durban.

I look forward to meeting with you there.

Best Regards,

Ashok Narayan
352. The \#Guptaleaks records show that Thabethe was scheduled to visit the Gupta's Saxonwold compound on a number of occasions during the life of the Vrede Dairy Project. The relevant calendar entries in the \#Guptaleaks include:

The $2^{\text {nd }}$ of November 2012, where Tony Gupta is scheduled to meet 'Peter HOD Agric' in Saxonwold;

The $31^{\text {st }}$ of January 2013, where Tony Gupta is scheduled to meet 'Peter HOD Agric' in Saxonwold; The $18^{\text {th }}$ of July 2013, where Tony Gupta is scheduled to meet 'Zwane and Peter' in Saxonwold. ${ }^{139}$
7.1.5. The Involvement of Ashok Narayan and van der Merwe Associates in Negotiating Lease Agreements with Phumelela Local Municipality
353. As discussed previously, in July 2012, discussions were ongoing related to the leasing of the farm land owned by the Phumelela Municipality to Zayna Investments.
354. On the $17^{\text {th }}$ of July 2012, Moses Moremi, the Municipal Manager for Phumelela Municipality, was called by Elsabe Rockman. Moremi was told that

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a 'delegation from India' was interested in meeting him to discuss investment in Vrede. The 'delegation' duly met Moremi in his office. ${ }^{140}$ The mayor, John Motaung, joined the meeting after five minutes.
355. Moremi testified that the two primary interlocutors from the delegation were Ashok Narayan and one Mr. Van Schalkwyk. Emails submitted by Moremi to the Commission show that this was one Johann Schalkwyk. Johann Schalkwyk represented the law firm van der Merwe Associates. The \#Guptaleaks records show that van der Merwe Associates was retained by the Gupta enterprise to provide legal advice on a wide range of matters.
356. At the meeting, Van Schalkywk and Narayan presented a draft lease agreement that would allow Zayna Investments to lease the Krynauswslust farm from Phumelela Municipality. The terms of the lease agreement were extremely favourable to Zayna and detrimental to Phumelela. It envisaged that Zayna would secure the lease for 99 years, pay no rent, and that Phumelela Municipality would be required to pay rates and taxes on the property as function of it receiving a 4\% shareholding in the Vrede Dairy Project.
357. On the $18^{\text {th }}$ of July 2012, the day following the meeting, Narayan wrote to Moremi to clarify certain issues arising from the proposed lease agreement.
358. It is extremely unusual and almost certainly irregular that Narayan was representing Zayna (and by extension Estina) in negotiations with Phumelela Municipality while, simultaneously, acting as an advisor to Premier Ace Magashule.
359. More importantly, the \#Guptaleaks show that Narayan was employed by the Gupta enterprise. In this regard, it is notable that Narayan was, at the time, operating his Sahara email address (ashok@sahara.co.za). The \#Guptaleaks further shows that from at least June 2012, Narayan invoiced

[^261]Tegeta Resources on a monthly basis. Narayan invoiced R50 000 per month. The services provided were described as 'IT consulting... Flat Fee.'
360. The above thus shows that a senior Gupta enterprise official, Ashok Narayan, was directly involved in negotiating the terms of a proposed lease agreement that would grant land for the Vrede Dairy Project to Zayna (and thereby Estina) on extremely favourable terms. The lease agreement, moreover, was presented to Moremi by Johann Van Schalkwyk, a representative of van der Merwe Associates, the law firm retained to provide regular services to the Gupta enterprise.
7.1.6 Tony Gupta Meeting Free State Officials to Urge Payment of Monies 'Due'
361. Elsabe Rockman, the former MEC for Finance for the Free State, has testified before the Commission that she attended a meeting with Tony Gupta in April 2013. This was one of a number of meetings that Rockman confirmed took place with Tony Gupta before and after this meeting. During previous meetings, Rockman attended in her capacity as Director General in the Free State Office of the Premier. Rockman confirmed that Premier Magashule was aware that she attended the meetings with Tony Gupta.
362. During the April 2013 meeting, Tony Gupta raised the fact that Estina had not been paid the anticipated full amount for the first year of the Vrede Project's operation. Estina had, for various reasons, been paid only R30m of a much larger anticipated amounted.
363. Importantly, Rockman recalled that Gupta had told Rockman that 'we [the Free State government] owed them money.' We submit that the content of the meeting, and the phrasing of how the matter was raised, shows that Tony Gupta believed that Estina was an entity under his control, or, alternatively, that Tony Gupta believed that he was, in some way, a member or associate of Estina.
364. It is strange that Rockman did not query Tony Gupta's interest in the payment or his authority in doing so on behalf of Estina. One interpretation of this is that Rockman was already aware that Estina was, in effect, a Guptacontrolled entity.

### 7.1.7. Sahara and Ashu Chawla Involved in Securing Work Visas and Other Waivers for the Director and Employees of Estina

365. See Annexure $\mathbf{Q}$ for copies of all emails and documents referred to hereunder.
366. On the $10^{\text {th }}$ of August 2012, Ashu Chawla sent an email to SandeepD@sahara.co.za. Attached to the email were three further emails titled: Documents for Ramjeet Sharma, Documents for Chandrama Prasad and Documents for Parth Yadav.
367. Ramjeet Sharma, Chandrama Prasad and Parth Yadav were three of the very small handful of Estina employees who worked directly on the Vrede Dairy farm.Chandrama Prasad acted as the most senior project manager responsible for the implementation of the project.
368. Each email contained letters of motivation for the issuance of work visas for Messrs Prasad, Sharma and Yadav to take up employment with Estina. The email chains contained in each separate email show that the letters were sent to Ashu Chawla by the Sahara employee Beverly Hardie. The letters listed Ashu Chawla as the intended signatory.
369. Each email also contained letters of motivation requesting that South Africa's Department of Home Affairs waive the need for Messrs. Prasad, Sharma and Yadav to register with the relevant professional body, and to waive the need for a certificate from the Department of Labour.
370. On the $21^{\text {st }}$ of August 2012, the Sahara employee Beverley Hardie wrote to Ashu Chawla's Sahara address. She requested that an attached First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019
letter be put on an Estina letterhead. On the same day, Ashu Chawla sent an email to kamal.vasram@gmail.com. Attached to the email was a document titled 'Estina LETTER OF AUTHORISATION - 3 Applicants.docx.' The body of the letter reads:

DEPARTMENT OF HOME AFFAIRS TEMPORARY PERMIT SECTION

August 2012

## LETTER OF AUTHORIZATION

I, Kamal Vasram (Identity Number: 7906255178 080) hereby give Beverley Hardie (Identity No: 7912210107 081) permission to apply for work permits for the following persons on behalf of Estina (Pty) Ltd:

| NAME: | CHANDRAMA PRASAD |
| :--- | :--- |
| PASSPORT NUMBER: | E8653817 |
| NAME: | PARTH YADAV |
| PASSPORT NUMBER: | G5313888 |
| NAME: | RAMJEET SHARMA |
| PASSPORT NUMBER: | G3979215 |

Attached herewith please find the identity documents as required. Please feel free to contact me should you have any further queries on (011) 542-1000.
371. From the above, it is clear that the Gupta enterprise, Sahara Computers in particular, was involved in securing the work visas for three of the very small number of Estina employees who worked on the Vrede Dairy Project.

### 7.1.8. Chandrama Prasad's Prior Connections to the Gupta Enterprise

372. The Commission has already heard considerable evidence regarding the role of Chandrama Prasad in the Estina project. It is common cause that Prasad served as the on-the-ground Project Manager in charge of the project.

Mr. Basson testified that his interactions with Prasad suggested that Prasad was ill-equipped to run a dairy farm and that he lacked basic knowledge of, for example, how to feed cattle. Thabethe disputed this version, stating that Prasad had agricultural experience in India.

373
The \#Guptaleaks (see Annexure R attached) shows that Prasad had a relationship with the Gupta enterprise preceding the initiation of the Estina enterprise. It is this prior relationship, we submit, which best explains the decision to appoint him to this role.

374
The first mention of Prasad in the \#Guptaleaks appears on the $27^{\text {th }}$ of March 2011, when Ashu Chawla emailed 'pathak1105@gmail.com.' The \#Guptaleaks archives show that this email address belonged to DC Pathak, a former Indian intelligence and police officer, but was additionally used to correspond with and send documents of relevance to Prasad. In the body of the email, Ashu Chawla provided a detailed itinerary for Ajay Gupta for a trip to India from the $30^{\text {th }}$ of March 2011 to $3^{\text {rd }}$ of April 2011.
375. Further emails show that Chawla and Prasad were in frequent contact to make visa and travel arrangements:
a. On the $3^{\text {rd }}$ of January 2012, Ashu Chawla sent an email to pathak1105@gmail.com with the subject 'FW: Invitation - business visa - Mr Chandrama Prasad.' The email attached a letter in PDF format. The letter, written on a Sahara Computers letterhead and addressed to the South African Embassy in Delhi requested that a 3 month business visa be granted to Chandrama Prasad. A second letter attached to the same email also sought a 3 month business visa but for one Praveen Agrawal. Indian company records show that Agrawal and Prasad later formed a company together in India in August 2012 called Trans-Sudoko Coal and Mines Private Limited. Both were listed as directors;
b. On the $30^{\text {th }}$ of January 2012, Ashu Chawla wrote again to Chandrama Prasad to inform Prasad of an itinerary for an upcoming trip to be taken to India by Ajay Gupta;
c. On the $4^{\text {th }}$ of February 2012, Ashu Chawla wrote to Bidair VIP Operations to request that Bidair provide an arrival and pickup service for Prasad and Agrawal;
d. On the $7^{\text {th }}$ of June 2012, Prasad wrote to Ashu Chawla's SES India email address. He requested that Chawla provide an invitation letter that Prasad could use to secure a visa to visit South Africa for the $3^{\text {rd }}$ week of June 2012;
e. On the $8^{\text {th }}$ of June 2012, Chawla forwarded a letter on Sahara Computer's letterhead to Prasad. The letter requested that Prasad and one Satyen Yadav be granted multiple entry business visas. The letter noted that Prasad was 'coming to South Africa to visit Mr. Rajesh Gupta, in Johannesburg, for discussions of Business [sic] opportunities.' It also recorded that 'Sahara Computers will take repatriation guarantee for the duration of their stay in SA.' It noted that Prasad would be residing at 302 Spur Road, Kyalami, a property owned by the Gupta enterprise.
f. On the $17^{\text {th }}$ of July 2012, Prasad requested Chawla to provide an invitation letter for a visa for one Parth Brat Yadav;
g. Two days later, Prasad requested that a further letter be issued for a chef that was to accompany the visit of Prasad and his associates. The note stated that Prasad was to visit in the $3^{\text {rd }}$ week of July 2012.
376. The date of the final correspondence noted above is interesting as, a month later, the Gupta enterprise was involved in securing long-term visas for Prasad as an employee of Estina. It is plausible that Prasad's employment would have been discussed and confirmed during the July 2012 visit.
377. The \#Guptaleaks shows that Prasad shared a business relationship with the Gupta enterprise. The following emails are indicative:
a. On the $1^{\text {st }}$ of November 2011, Ashu Chawla sent an email to Suresh Tuteja, an employee of SES Technologies. The email included a balance sheet for LCR Investments Private Limited, an Indian company controlled by the Gupta enterprise. The balance sheet recorded that Chandrama Prasad had been loaned 3.8 m rupees, which was recorded as being outstanding as of the $31^{\text {st }}$ of March 2010. This amount was later reflected as remaining outstanding throughout the financial year ending March 2013;
b. Attached to the same email was a balance sheet for Sahara Computers \& Electronics Limited registered in India. The balance sheet recorded that RNC Education Trust owed 260000 rupees to Sahara Computers \& Electronics. RNC Education Trust's website records Prasad and his son, Aanubhav [alternately rendered elsewhere as Anubhav] as Trustees of RNC Education Trust ${ }^{141}$;
c. On the $4^{\text {th }}$ of March 2013, Anubhav Yadav (Prasad's son), emailed Ashu Chawla, attaching a photograph of Prasad's FNB account details held at FNB in Vrede. Chawla forwarded these details to Sahara's Ugeshni Naidu. The following day, R20 000 was transferred from Tegeta to Chandrama Prasad from Tegeta's ABSA account;
d. On the $6^{\text {th }}$ of March 2013, Ashu Chawla wrote to Ugeshni Naidu directing that a loan of R100 000 be paid to Prasad's account;
378. Prasad's son, Anubhav Yadav, also shared a relationship with the Gupta enterprise. On the $22^{\text {nd }}$ of December 2012, Ashu Chawla sent an email from his SES India email address to Naresh Khosla of SES India with the subject 'FW: MEGA MINING DOCS.' The attached documents recorded that Anubhav Yadav replaced Aati Gupta as a director in the company Mega Mining, registered in India. Other emails in the \#Guptaleaks, which are too

[^262]voluminous to include here but can be provided to the Commission if it requires, show that Mega Mining was effectively controlled by the Gupta enterprise, and, in particular, SES India.

379
On the $14^{\text {th }}$ September 2012, Ashu Chawla forwarded Sahara employee Sandeep Dupey an email from Chadrama Prasad's email address. The email included the passport and other details of Anubhav, which were to be included on an invitation letter to help secure a visa for Anubhav.
380. Three months later, in January 2013, Ashok Narayan directed Sandeep Dupey to issue a further invitation letter for Anubhav. This invitation letter, however, was to be placed on an Estina letterhead. This was duly done and distributed.
381. On the $5^{\text {th }}$ of March 2013, Ankur Sharma, an employee of Tegeta, wrote to Ashu Chawla and Tony Gupta. Sharma noted that 'Mr Anubhav son of Mr CP yadav [sic] has joined tegeta [sic]. He don't have work permit at present. Mr Anubhav will take first 2-3 months management training at brakfontein [sic] for that he need letter from company to mine manager that he is an employee of tegeta which we can't issue.' Tony Gupta responded the same day by saying 'lets wait.., until visa.'
382. On the $27^{\text {th }}$ of March 2013, Ankur Sharma emailed Tony Gupta attaching 'work progress report' for Tegeta for March 2013. The progress report recorded that 'amongst our new appointees, Anubhav has officially joined Tegeta's offices on 11 March 2013.'
383. On the $24^{\text {th }}$ of April 2013, Sahara's Beverley Hardie emailed the Department of Home Affairs requesting that Anubhav be granted the requisite waivers that would allow him to secure a work visa. The email attached documents confirming that Tegeta had employed Anubhav. The \#Guptaleaks show that, from at least the $5^{\text {th }}$ of September 2013, Anubhav controlled a Tegeta email address, aanubhavprasad@tegeta.com. Emails were sent to and from this address until at least February 2016.
384. Together, the above shows that Chandrama Prasad and his relatives had a long-lasting business relationship with the Gupta enterprise that preceded the Estina project and continued during its life. Prasad or companies in which he served as director were granted loans by Guptacontrolled companies in India. The documents also show that Prasad's son, Anubhav, served as director in a Gupta controlled entity, Mega Mining from at least 2011 onwards. Further, in 2013, at the very time that Chandrama Prasad was managing the Estina project, Anubhav was employed by Tegeta.

### 7.1.9. Estina's Registered Address

385. Shortly after Kamal Vasram was appointed as the sole director of Estina, the company changed its registered address to Block A, $1^{\text {st }}$ Floor, Grayston Ridge, 144 Katharine Street, Sandton. This was the same office block occupied by a number of Gupta companies, including Mabengela Investments. ${ }^{142}$ Mabengela is co-owned by Duduzane Zuma, Jacob Zuma's son, and employed Tshepiso Magashule, Ace Magashule's son. ${ }^{143}$

### 7.1.10. Estina's Financial Servers Hosted on Sahara Servers

386. We refer the Commission to Annexure S, which includes all relevant emails to the discussion hereunder.
387. Emails from the \#Guptaleaks show clearly that Estina's financial and accounting records, referred to as Estina Fincon, were installed and run by Sahara Computers, the Gupta company.
388. In December 2012, for example, Sahara's Jeandre Holstuzen sent an email copied to the IT departments at Sahara and TNA Media, as well as key
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Gupta lieutenants Ashok Narayan and Ashu Chawla. The email let everyone know that the Estina database would be shut down for maintenance. ${ }^{144}$
389. Another email chain from December 2014 shows that Sahara's IT employee, Jonathan Leong-Colom had upgraded Sahara servers, and advised Sahara's Administration and Ashok Narayan that Estina's Fincon server had been moved. The head of Sahara's Administration team, Saliesh Indurjeeth, wrote back confirming that Estina Fincon had been installed on his laptop and was working. ${ }^{145}$
390. One email chain, attached as Annexure T, dated November 2014, shows that Ugeshni Naidu, Sahara employee, was approving payments out of Estina's accounts. One email dated 4 November 2014 is from Saliesh Indurjeeth from an Estina email asking for approval to make a payment of R750 to Estina's accountant, copied to Ashok. ${ }^{146}$ Interestingly, Saliesh Indurjeeth appears in other Gupta emails writing from a Sahara administrator's account. This would suggest that a Sahara employee, either current or former, was running Estina's accounts, and asking a Gupta lieutenant to make payments from Estina's accounts, and copying in another Gupta employee, Ashok.

### 7.1.12 Estina employment contracts listing Ashu Chawla as contact

391. One email included an attached employment contract between Estina and Kavya Kannoth Shaji (attached as Annexure U), the latter employed as a 'senior official.' The contract included the stipulation that 'the employee will
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contact Mr. Ashu Chawla on his Cell Number: 0828578904 for any queries related to the terms and conditions of his employment services. ${ }^{147}$

### 7.1.13. Atul Gupta's Involvement in Meeting Supplier of Dairy Equipment/Star Engineers and the Gupta enterprise's involvement in arranging the logistics of dairy equipment imports

392. We refer the Commission to Annexure V, which contains copies of all documents relevant to the discussion hereunder.
393. The \#Guptaleaks emails show that on the $19^{\text {th }}$ of February 2012, Deepak Bansal directed a letter to Ajay Gupta. Deepak Bansal's letter was sent on the letterhead of Star Engineers. The body of the letter reads:

At the outset of this letter I take the opportunity to express my heartfelt gratitude and thanks for providing me pretty good time, sparing from your most precious and time-bound schedule on 11-2013 during your visit to Saharanpur which is indeed a great personal and affectionate favour to me.

In addition to the above I am also highly grateful to you for taking interest in our line of production of super quality dairy equipments at our Factory at Saharanpur and Bhagwanpur near Roorkee and discussing about the scope of our supply in India and abroad as well. At the same time it was very nice of you to assure to extend all possible guidance, help and support in establishing our dairy equipments business in South Africa and further more in other countries wherever it may be possible as we envisage a great scope for the same there. Your kind personal attention and patronage will be of great help to the undersigned, as assured.

[^265]394. As has been widely reported, Star Engineers invoiced Gateway Limited, a Gupta enterprise company based in Dubai, for the supply of a milk pasteurisation plant. ${ }^{148}$ This would suggest that one of the few times Estina funds may have been used to buy actual dairy equipment, Ajay Gupta was directly involved in identifying and meeting with the supplier.
395. Emails exchanged between various Sahara employees in January 2014 show that Sahara employees, in particular one Evan Tak and Ashu Chawla, were directly involved in attempting to resolve logistical issues faced by Star Engineers in shipping products to South Africa via the logistics company UTI.

### 7.1.14 Emails Sent on Behalf of Estina to Bank of Baroda, Bank of India and ICICI Bank

396. See Annexure W for the documents discussed hereunder
397. Emails emanating from the \#Guptaleaks show that between October 2012 and November 2012, Gupta employees sent a number of emails to the Bank of Baroda, ICICI Bank and the Bank of India regarding the Estina project. The emails sent and documents attached were:
a. On the $19^{\text {th }}$ of October 2012, Ravindra Nath (nathr@jic.co.za), an employee of the Gupta-controlled entity JIC, emailed one abishek.ba@icicibank.com. Nath attached a documented titled 'CMA Estina dairy project.xls'
b. Between at least the $29^{\text {th }}$ of October 2012 and 8 November 2012, Ravindra Nath emailed one boi.johannesburg@bankofindia.co.in on a number of occasions clarifying certain aspects of the Estina project. In one email, Nath attached a document titled 'Estina - Detailed Break-up of Project Cost.docx
[^266]First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019
c. On the $16^{\text {th }}$ of December 2012, Ravindra Nath emailed an email address recorded as Bank of Baroda and copied to 'Chief Executive [South Africa].' The email attached large number of documents, including:
a. Detailed Break-up of project cost.docx; Estina- CV -CP

Yadav.docx; Estina Dairy Project- PR CMA.xls; Estina Dairy
Project- write up .doc; Estina Dairy Project-CMA 01.11.2012.xls;
Estina- Kamal_CV.docx; Estina-CV-Parth.doc; Estina-CV-RJ
Sharma.doc; NPV_Calc_.xlsx

The purpose of the emails is not entirely clear from their immediate content. However, we submit that the materials indicate suggest that, for some unknown reason, Estina was seeking to take out loans from the three banks. To do so, Estina provided details of the project, as well as detailed estimates of the Project costs and projected profits and cash-flow.
399. The involvement of the Gupta enterprise in accessing Estina materials and seeking banking assistance is clear from these emails.
400. As an ancillary matter that may be of interest to the Commission, we draw the Commission's attention to two documents in particular, namely, the documents titled 'Estina Dairy Project - write up.docx' and 'Detailed Break-up of project cost.docx.' With regards to the file 'Estina Dairy Project - write up.docx', two points are worth noting.
401. First, the write-up, which describes the Estina projects and its prospects for success, makes no mention whatsoever of the Free State Department of Agriculture's involvement, or the intended involvement of the promised 'beneficiaries' of the project. Certainly, no indication is provided that the Department had made funds available to the project. This omission is curious considering that it should have improved the viability of the project in the eyes of a potential funder.
402. Secondly, the write-up included, at point 8, a table setting out the total anticipated costs of the Estina/Vrede Dairy Project. The table read:

| Cost of Project |  |
| :--- | ---: |
| DESCRIPTION | Cost ZAR in Mn |
| Land | Acquired |
| Development of Land | 4.50 |
| Main Dairy Building | 35.00 |
| Ancillary Dairy Building | 8.00 |
| Farm Implements | 10.00 |
| Tractors | 15.00 |
| Clinical Equipment | 0.60 |
| Reproduction Unit Equipment | 0.50 |
| Dairy Equipment with Data base | 4.30 |
| system |  |
| Milk Parlour | 5.53 |
| Power Unit | 1.75 |
| Animal Purchase Cost | 15.00 |
| Workshop Equipment | 0.50 |
| Cattle Feed Plant | 1.60 |
| Office Building (Admin) | 3.40 |
| Residential Building | 6.50 |
| Water Management (bore well, | 6.70 |
| Dams etc. | $\mathbf{1 4 8 . 1 6}$ |
| Roads |  |
| Preliminary \& Pre-operative | 6.72 |
| Contingency (10\%) | 10.00 |
| Total | 12.56 |
|  |  |

403. Self-evidently, the project costs detailed by Estina for the life of the project in its correspondence with the Bank of Baroda are considerably lower than those provided in its proposal to the Free State government - a full

R411.84m less than the R570m costs stipulated by Estina in its May 2012 proposal and in the July 2012 contract between Estina and the Department.


## Section 8: Benefits Accruing to Free State Government Officials Overseeing the Estina/Vrede Dairy Project Arising from the Gupta Enterprise

404. Evidence from the \#Guptaleaks, media reports and court filings show that there were a number of clear and direct links between the Gupta enterprise and government officials from both the national government and the Free State responsible for overseeing the Estina/Vrede Dairy project. Further, certain officials or their families, Mosebenzi Zwane and Ace Magashule in particular, accepted benefits from the Gupta enterprise during the life of the Estina/Vrede Dairy Project. We submit that the consistent favour shown to Estina by Free State government officials in awarding and funding the Estina/Vrede Dairy Project must be seen in this light.

### 8.1. Mosebenzi Zwane

405. See Annexure $\mathbf{X}$ for all relevant documents referred to in this section.
406. As noted above, Mosebenzi Zwane served as the MEC for Agriculture during the initiation and approval of the Estina/Vrede Dairy project until his departure from the Department in early 2014. Zwane engaged with or provided the following approvals in relation to the Estina/Vrede project:
a. Recommend Vrede as the location for the Dairy Project to Peter Thabethe;
b. Attended a number of community meetings where the Project was discussed and presented;
c. Sat on the Provincial Expo that received and approved the project proposal for the Estina/Vrede Dairy Project on the $13^{\text {th }}$ of June 2012;
d. Delegated authority to Peter Thabethe to enter into an assignment of rights between the Phumelela Local Municipality and the Department on the $12^{\text {th }}$ of September 2012.
407. Mosebenzi Zwane secured direct benefits for himself and his associates from the Gupta enterprise during the period in which he delegated First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019
authority to Thabethe for the Department to enter into its 99 year lease agreement with Estina. The direct benefits took the form of an all-expenses paid trip to India for Zwane and members of his gospel choir.
408. 

On the $13^{\text {th }}$ of September 2013, Ashok Narayan emailed Ashu Chawla with the subject 'Planning for October India trip.' The email ran as follows:

Ashubhai:

Number of persons travelling:
Choir Group: 25
Add MEC + Official + Ashok Narayan: 3
Total persons: 28

## Hotel Booking required:

Choir Group: 14 Rooms
Add MEC + Official + Ashok Narayan: 3
Total Rooms required: 17 Rooms

## Tentative date of travel:

Depart from JHB: Oct 13, 2012
Return to JHB: Oct 20, 2012

## Air tickets required only for Choir Group: 25 persons

409. The date of the above email exchange is striking in light of developments with regards to Estina's access to Krynauswslust farm. As noted above, only a day prior to this email exchange, on the $12^{\text {th }}$ of September 2012, Zwane had delegated authority to Thabethe to enter into a an agreement between the Department and Phumelela Municipality. The agreement was also entered into on the $12^{\text {th }}$ of September 2012. The agreement envisaged the Department paying just under R1m to Phumelela to compensate for lost rental income, which could also be interpreted as an effective subsidy paid to assist Estina deliver the Vrede Dairy Project. The
longer term consequence of this agreement was to clear the way for Estina to be granted rent-free access to the land on which the Project was to be based.
410. On the $15^{\text {th }}$ of September 2012, Ashu Chawla forwarded an email from Beverly Hardie (a Sahara employee) to gtshiloane@flyexpress.aero. The domain name suggests that the recipient of the email worked for SA Express, a subsidiary of South Arican Airways. Subsequent emails show that the choir group purchased tickets to India via SA Express.
411. On the $28^{\text {th }}$ of September 2012, Ashu Chawla emailed one Ms. Hinduja at the Oberoi Hotel Group (smriti.hinduja@oberoigroup.com). Chawla indicated that he was sending 'the names for the guest [sic].' Chawla forwarded the 25 names of Zwane's choir group. Chawla also listed, as the first three entries, Mosebenzi Zwane, Mrs. Innocentia Tshegofatso and Ashok Narayan.
412. Further emails indicate that Mrs. Innocentia Tshegofatso was also referred to as TI Motaung by Ashu Chawla and others. Documents from the Department of Agriculture show that Motaung also went by the name 'Tshegofatso Inno Motaung.' This was the name that was used for her visa application, a receipt of which was forwarded to Ashok Narayan. Online research shows that Motaung was an employee of the Free State Department of Agriculture. ${ }^{149}$ In March 2013, Motaung forwarded a letter to Ashok Narayan with the subject 'Message from "MEC."' The attached letter was a letter of invitation from the office of Mosebenzi Zwane to Mr. Shivpal Yadav, the State Minister of Public Works \& Irrigation in Utter Pradesh, India. The letter directed enquires to 'Motaung Inno' at motaungti@fs.agric.za. The Fundudzi Report on 'Various Allegations at Transnet and Eskom', in particular Chapter II on McKinsey, Trillian and Regiments, noted that 'Motaung confirmed that she and Zwane have a child together.'

[^267]413. On the $8^{\text {th }}$ of October 2012, Hinduja responded by attaching a Pro Forma invoice for the travelling party to stay at The Oberoi, Gurgaon and The Oberoi Amarvilas: all hotels in India. The hotels invoiced the charges to Westdawn Investments, a Gupta enterprise company.
414. On the same day, Ashu Chawla emailed Sandeep Dubey (a Sahara employee) and Naresh Khosla, an employee of the Gupta-owned SES India. Ashu Chawla directed Khosla to purchase rail tickets from Delhi to Dehraduhn, the Gupta brothers' hometown, leaving on the $16^{\text {th }}$ of October and returning the following day. Chawla directed Khosla to purchase tickets for Tony Gupta, Videsh Proothveerajh, Ashok Narayan, Mosebenzi Zwane and Innocentia Tshegofatso.
415. On the $9^{\text {th }}$ of October 2012, Sandeep Dubey emailed Ashu Chawla. He attached the itinerary for the India trip as a Word document. The itinerary showed that the choir group, and Zwane, were expected to use the trip to go river rafting, tour the Taj Mahal and visit the Kingdom of Dreams. It also included a dinner for the group at 'Mr. Gupta house,' presumably Tony Gupta.
416. On the $11^{\text {th }}$ of October 2012, Ashu Chawla emailed Hinduja once more. The email followed an exchange in which Chawla asked the Oberoi Hotel Group to arrange the Taj Mahal tour, and Hinduja had discussed the invoicing arrangements. Chawla sent Hinduja the American Express card details for Tony Gupta (R K Gupta) to cover the costs.
417. On the $27^{\text {th }}$ of September 2012, Ashu Chawla emailed nsingh@thelalit.com. The Lalit provided one of the hotels used by the choir group. Chawla directed that he required 15 double rooms to be booked between the $19^{\text {th }}$ and $20^{\text {th }}$ of October. Chawla forwarded the names of the choir group to nsingh@thelalit.com on the $3^{\text {rd }}$ of October 2012. On the $4^{\text {th }}$ of October 2012, nsinh@thelalit.com emailed Chawla an invoice, which recorded that the bookings would be billed against Sahara Computers in South Africa. Further emails show that Naresh Khosla supplied credit card details to Lalit to complete the bookings.
418. We have used the \#Guptaleaks records to calculate, where possible, the costs incurred by the Gupta enterprise in sending Zwane and his associates to India. Certain costs could not be located, such as air fare for Zwane and the costs of food and entertainment. Nevertheless, based on the documents at our disposal, our calculations show that the trip cost at least R568 019. Those costs we have identified are set out below:

| Item/Description | Invoiced To | Rupee Amount | Rand Amount |
| :---: | :---: | :---: | :---: |
| 17 Rooms at The Lalit, Mumbai for 21 October 2012 | Sahara Computers Pty Ltd | Rs 128573.55 | $\text { R20 } 571.76 \text { @ }$ <br> Rs1:R0.16 |
| Multiple rooms for multiple nights at the Oberoi, Gurgaon | Westdawn Investments Pty Ltd | Rs 1310406 | R209664.96@ <br> Rs1:R0.16 |
| 13 double premier rooms and 5 single premier rooms, both with breakfast, at The Oberoi Amarvilas, Agra | Westdawn Investments Pty Ltd | $\text { Rs } 485988$ | R77758.08 @ <br> Rs1:R0.16 |
| 25 economy class return tickets to Delhi @ R10401p/p |  |  | R260 025 |
| Total |  |  | R568 019.80 |

419. According to the Democratic Alliance, Zwane did not declare this as required by the register of members' interests. ${ }^{150}$
420. The \#Guptaleaks reveal that Zwane made six visits to the Gupta compound in between September 2012 and January 2014. In total, Zwane held meetings at the Gupta compound in. ${ }^{151}$ Peter Thabethe accompanied Zwane to those meetings on at least two occasions. ${ }^{152}$ The visits all took place during the period in which Zwane, as MEC for Agriculture, would have had oversight over the Estina/Vrede project.The relevant diary entries were:

The $16^{\text {th }}$ of September 2012, when Tony Gupta is scheduled to meet 'MEC Agric' at Saxonwold;
The $5^{\text {th }}$ of January 2013, when Tony Gupta is scheduled to meet 'MEC Agric' at Saxonwold;

The $1^{\text {st }}$ of February 2013, when Tony Gupta is scheduled to meet 'Zwane + DG' at Saxonwold;
The $18^{\text {th }}$ of July 2013, when Tony Gupta is scheduled to meet 'Zwane and Peter' in Saxonwold;
The $17^{\text {th }}$ of January 2014, when Tony Gupta is scheduled to meet 'Zwane' in Saxonwold;
The $31^{\text {st }}$ of January 2014, when Tony Gupta is scheduled to meet 'Zwane' in Saxonwold. ${ }^{153}$
421. Mr. Zwane was an attendee at the wedding of Vega Gupta and Aakash Jahajgarhia at Sun City. \#Guptaleaks records suggest that Zwane was roomed at The Palace for the wedding, at a cost of R7500 per night. As we address in our further submission, the Sun City wedding was expensed

[^268]against funds that were laundered from the Estina/Vrede Dairy Project by the Gupta enterprise. ${ }^{154}$
422. Zwane continued to maintain a close connection with the Gupta enterprise after his departure from the Free State Department of Agriculture. We do not address them all here, but do note that Zwane has been shown through the \#Guptaleaks and other investigations to be central to the Gupta enterprise's activities in the mining sector. The Gupta leak emails further indicate that Zwane was appointed to the position of Minister after Tony Gupta had forwarded Zwane's CV to Duduzane Zuma, presumably for transmission onto his father. ${ }^{155}$ Zwane's CV was also sent to Tony Gupta by Frans Oupa Mokoena. Mokoena was the original custodian of shares in Zayna Investments, which was anticipated to house the shares of the Vrede community beneficiaries.
423. It was clearly inappropriate for Zwane to accept benefits from the Gupta enterprise, including the Indian choir trip, while he was actively involved in overseeing the implementation of the Estina/Vrede Dairy Project. Indeed, we submit that the timing of the award of the benefits, and Zwane's involvement at key points in the Estina/Vrede Dairy Project as MEC, could constitute a violation of the Prevention and Combatting of Corrupt Activities Act (PRECCA).
424. We thus strongly recommend that the Commission investigate and establish whether Zwane committed prima facie criminal violations of PRECCA, and, if so, that these findings are forwarded to the Hawks and the NPA.

### 8.2. Ace Magashule

425. See Annexure $\mathbf{Y}$ for all relevant documents referred to in this section.

[^269]426. Ace Magashule was involved in the Estina/Vrede Project as Premier in the following ways:
a. Approving Peter Thabethe's 'research trip' to India, at which Thabethe was accompanied by Ashok Narayan;
b. Approving, as part of the Provincial Expo, the Estina/Vrede project on the $13^{\text {th }}$ of June 2011;
c. Delegating authority to Mosebenzi Zwane to allow Zwane to delegate authority to Peter Thabethe to enter into the 99-year lease agreement;
d. Receiving, and failing to act on, the draft Accountant General Report of January 2014, the final Accountant General report of February 2014, and the provisional findings of the Public Protector, all of which recommended that payments to Estina be halted immediately.
427. As noted previously, Ashok Narayan, a central player in the Gupta enterprise and the theft of Estina funds, was appointed as an ICT advisor by Magashule on the $29^{\text {th }}$ of February 2012. Narayan was appointed on the same day that he and Thabethe were to arrive in India to conduct 'research' into a potential partnership with Paras.
428.

The \#Guptaleaks shows that, on more than one occasion, Narayan arranged invitations to visit the Free State on official visits to numerous Indian dignatories. Narayan arranged for the invitations to be sent from the Office of the Premier.
429. The \#Guptaleaks show that Magashule was scheduled to visit the Gupta compound on at least two occasions. The first was scheduled as 'Lunch Meeting ACE' on the $10^{\text {th }}$ of April 2011. The second was recorded as a meeting with 'Gift Father'on the $2^{\text {nd }}$ of October 2012. Magashule's son, Tshepiso, was also known as Gift.
430. Ace Magashule's sons secured a number of direct benefits from the Gupta enterprise. Tshepiso was employed as a consultant by the Guptas in at least 2010, and joined the Gupta brothers Ajay, Rajesh, Atul and their families
on a three week holiday to New York City and Venice. ${ }^{156}$ According to documents from the \#Guptaleaks and Pieter-Louis Myburgh, Tshepiso was employed by the Guptas from at least November 2010. One spreadsheet in the \#Guptaleaks shows that Tshepiso worked as a consultant for Mabengela Investments, a Gupta enterprise company part owned by Duduzane Zuma.
431. Tshepiso and another brother, Thato, travelled to Dubai in December 2015 and stayed in a luxury hotel for 8 days called the Oberoi. The \#Guptaleaks records show that Ashu Chawla instructed the Oberoi that Sahara would cover the cost of the brother's 'bed and breakfast. ${ }^{157}$
432. The \#Guptaleaks archives show that, on the $6^{\text {th }}$ of May 2014, Moside Motsemme sent an email to Tshepiso's email [tgmagashule@gmail.com]. The email attached a list that Motsemme described as 'a list of FS ANC party agents in need of airtime, they all use MTN. It will be appreciated if airtime amounting to R120 per person could be loaded today.' Motsemme indicated that the email was sent 'as per directive of FS ANC Chairperson.' At the time, Ace Magashule was the Chairperson of the ANC in the Free State. According to Pieter-Louis Myburgh, Ace Magashule and Motsemme had two children together. The document attached to the email listed 362 individuals and their cellphone numbers. The cost of the requested airtime would total R43,440.
433. The list and the email exchange between Motsemme and Tshepiso was forwarded to Tony Gupta's Sahara email address on the same day, the $6^{\text {th }}$ of May. The mail was forwarded by Kabelo Nthongoa. According to PieterLouis Myburgh, Nthongoa was Ace Magashule's daughter-in-law. She had married Tshepiso in 2014.
434. Myburgh also notes that Tshepiso and Nthongoa lived at an address on Avonwold Road in Saxonwold, and that the house was owned by Confident Concept, a Gupta enterprise company. Property records confirm

[^270]First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019
that Confident Concept Ltd owned 18 Avonwold Road in Saxonwold. ${ }^{158}$ Myburgh further alleges that Ace Magashule used the property on Avonwold Road to meet up with the Gupta brothers in Johannesburg.


[^271]First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019


[^0]:    ${ }^{1}$ The first to fifth applicants were Oakbay Investments (Pty) Limited, Ashu Chawla, Varun Gupta, Ronica Ragavan and Aerohaven Trading (Pty) Limited

    Report to the Zondo Commission on money flows related to the Estina/Vrede Dairy Project

[^1]:    ${ }^{2}$ The First to Fifth Applicants Heads of Argument in Case No. 1778/2018 in the High Court of South Africa, Free State Division, Bloemfontein, Paragraph 92.1

    Report to the Zondo Commission on money flows related to the Estina/Vrede Dairy Project

[^2]:    ${ }^{3}$ Extrapolated from records recovered from the \#Guptaleaks, and from Reserve Bank data, in particular a reverse CFE flow analysis for Accurate Investments.
    ${ }^{4}$ Reserve Bank data acquired by the Commission, in particular a reverse CFE flow analysis, shows that the full account number for this account was AE180440000101204077701. The format of this account number suggests that this is the full IBAN number.
    ${ }^{5}$ State of Capture: A Report of the Public Protector, paragraph 5.42

[^3]:    ${ }^{6}$ Extrapolated from records recovered from the \#Guptaleaks
    ${ }^{7}$ Reserve Bank records, in particular the CFE reverse cash flow analysis for Fidelity Enterprises provides the full IBAN account number as: AE530440000101923292301
    ${ }^{8}$ Reserve Bank records, in particular the CFE reverse cash flow analysis for Fidelity Enterprises provides the full IBAN account number as: AE920330000019100041325
    ${ }^{9}$ Extrapolated from Reserve Bank records, in particular the CFE reverse cash flow analysis for Fidelity Enterprises

[^4]:    ${ }^{10}$ Extrapolated from records recovered from the \#Guptaleaks
    ${ }^{11}$ Reserve Bank records, in particular the CFE reverse cash flow analysis for Gateway Limited provides the full IBAN account number as AE210440000102206949201

[^5]:    ${ }^{12}$ http://www.gupta-leaks.com/information/the-guptas-and-the-high-altitude-hijack/
    Report to the Zondo Commission on money flows related to the Estina/Vrede Dairy Project

[^6]:    ${ }^{13}$ See for example the evidence of Mr Tshiamo Sedumedi on Day 101 from p 66 of the transcript

[^7]:    ${ }^{14}$ The hawala ledger is attached as an annexure to my report on the capture of Transnet, as are the supporting documents describing the Westdawn-Everest Loanback scheme.

[^8]:    ${ }^{15}$ http://www.alnahdiexchange.com/
    Report to the Zondo Commission on money flows related to the Estina/Vrede Dairy Project

[^9]:    ${ }^{16}$ This increased to R611 515.03 on the same day (the 18 ${ }^{\text {th }}$ of April) through the deposit of R600 000 by Kamal Vasram. However, this amount derived from the final payment made to Vasram by Oakbay under the Oakbay loan-back scheme, and was dissipated by means of a payment of R601 577.09 to Afriwold, a dairy supplier, on the same day of the deposit.

    Report to the Zondo Commission on money flows related to the Estina/Vrede Dairy Project

[^10]:    ${ }^{17}$ We refer to a net figure as there appears to have been a mistake made in the management of the Estina and Vargafield accounts. On the $20^{\text {th }}$ of September 2013, R2.2m was transferred into Estina's

    Report to the Zondo Commission on money flows related to the Estina/Vrede Dairy Project

[^11]:    Standard Bank account from Vargafield. However, on the same day, this amount was transferred back into Vargafield's account from Estina (reversing the R2.2m deposit). The following day, on the $21^{\text {st }}$ of September 2013, a further R2.2m was transferred to Vargafield. It is likely that there was an error in relaying the request to transfer R2.2m from Estina to Vargafield, which led to the incorrect deposit of R2.2m into Estina's account, necessitating both the reversal on the $20^{\text {th }}$ and the further R 2.2 m payment on the $21^{\text {st }}$ of September.

[^12]:    - 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 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)

[^13]:    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).

[^14]:    Please verify al1 transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.

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[^138]:    

[^139]:    Closing Balance
    $646,518.94 \mathrm{Cr}$
    Overdraft Limit
    0.00

[^140]:    
    
    
    
    

[^141]:    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).

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    VAT Reg No. 4100105461 Registered credit provider (NCRCP15).

[^160]:    $\qquad$

[^161]:    $\begin{array}{ll}8 & 8 \\ 0 & 0\end{array}$ $48,342,633.94 \quad 48,342,633.94 \quad 0.00$ Page Total: $\quad 1,242,942.19 \quad 1,208,769.06$

    Grand Total:

[^162]:    PTease 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).

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[^165]:    - PLEASE NOTE -

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[^166]:    From: Ashu [mailto:ashu@sahara.co.za]
    Sent: Friday, July 18, 2014 6:50 AM
    To: Pieter van der Merwe
    Subject: Fwd: Aircraft Purchase Agreement

[^167]:    ---------- Forwarded message

[^168]:    - 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

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    Sahara Holdings (PTY) Ltd
    89 Gazelle Avenue, Corporate Park, Midrand, South Africa
    Private Bag X180, Halfway House, 1685, South Africa

[^177]:    From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
    Sent:
    To:
    Subject:
    Attachments:

    20 July 2013 12:48
    sanjay.grover@hotmail.com
    Proforma Invoice (Quotation) 504805 - *** SAHARA COMPUTERS (PTY) LTD ***
    EML134759511001.GIF

[^178]:    From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
    Sent:
    To:
    Subject:
    Attachments:

    20 July 2013 12:49
    sanjay.grover@hotmail.com
    Proforma Invoice (Quotation) 504806 - *** SAHARA COMPUTERS (PTY) LTD ***
    EML134858773001.GIF

[^179]:    From:
    Sent:
    To:
    Subject:
    Attachments:
    Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
    20 July 2013 12:50
    sanjay.grover@hotmail.com
    Proforma Invoice (Quotation) 504807 - *** SAHARA COMPUTERS (PTY) LTD ***
    EML134955925001.GIF

[^180]:    From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
    Sent:
    To:
    Subject:
    Attachments:

    20 July 2013 12:51
    sanjay.grover@hotmail.com
    Proforma Invoice (Quotation) 504808 - *** SAHARA COMPUTERS (PTY) LTD ***
    EML135056673001.GIF

[^181]:    From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
    Sent:
    To:
    Subject:
    22 July 2013 07:25
    sanjay.grover@hotmail.com
    Proforma Invoice (Quotation) 504805 - *** SAHARA COMPUTERS (PTY) LTD ***
    EML82446924001.GIF

[^182]:    From: Ashu [ashu@sahara.co.za](mailto:ashu@sahara.co.za)
    Sent:
    22 July 2013 07:32
    To:
    Subject:
    Ashu
    Proforma Invoice (Quotation) 504805 - *** SAHARA COMPUTERS (PTY) LTD ***
    EML83148443.PDF

[^183]:    - PLEASE NOTE

[^184]:    - PLEASE NOTE

[^185]:    ${ }^{1}$ This is a 'net' rather than gross figure, as Vargafield also transferred funds into Estina's bank facilities at various times
    Second Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI February 2020

[^186]:    ${ }^{2}$ The first to fifth applicants were Oakbay Investments (Pty) Limited, Ashu Chawla, Varun Gupta, Ronica Ragavan and Aerohaven Trading (Pty) Limited
    Second Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI February 2020

[^187]:    ${ }^{3}$ The First to Fifth Applicants Heads of Argument in Case No. 1778/2018 in the High Court of South Africa, Free State Division, Bloemfontein, Paragraph 92.1
    Second Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI February 2020

[^188]:    ${ }^{4}$ Extrapolated from records recovered from the \#Guptaleaks
    ${ }^{5}$ State of Capture: A Report of the Public Protector, paragraph 5.42
    Second Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI

[^189]:    ${ }^{6}$ Extrapolated from records recovered from the \#Guptaleaks
    Second Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI

[^190]:    ${ }^{7}$ Extrapolated from records recovered from the \#Guptaleaks
    Second Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI

[^191]:    ${ }^{8}$ http://www.gupta-leaks.com/information/the-guptas-and-the-high-altitude-hijack/
    Second Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI February 2020

[^192]:    ${ }^{9}$ \#Guptaleaks - The investigation into Ace Magashule, the MEC and the R2m Gupta bribe', News24, 5 April 2019
    Second Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI February 2020

[^193]:    ${ }^{10}$ http://www.alnahdiexchange.com/
    Second Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI February 2020

[^194]:    ${ }^{11}$ This increased to R611515.03 on the same day (the $18^{\text {th }}$ of April) through the deposit of R600 000 by Kamal Vasram. However, this amount derived from the final payment made to Vasram by Oakbay under the Oakbay loan-back scheme, and was dissipated by means of a payment of R601 577.09 to Afriwold, a dairy supplier, on the same day of the deposit.
    Second Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI
    February 2020

[^195]:    ${ }^{12}$ We refer to a net figure as there appears to have been a mistake made in the management of the Estina and Vargafield accounts. On the $20^{\text {th }}$ of September 2013, R2.2m was transferred into Estina's Standard Bank account from Vargafield. However, on the same day, this amount was transferred back into Vargafield's account from Estina (reversing the R2.2m deposit). The following day, on the $21^{\text {st }}$ of September 2013, a further R2.2m was transferred to Vargafield. It is likely that there was an error in relaying the request to transfer R2.2m from Estina to Vargatield, which led to the incorrect deposit of R2.2m into Estina's account, necessitating both the reversal on the $20^{\text {th }}$ and the further R2.2m payment on the $21^{\text {st }}$ of September.
    Second Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI
    February 2020

[^196]:    ${ }^{13}$ Curator's Interim Report in terms of Paragraph 7 of the Amended Court Order Dated 9 March 2018 submitted in the Ex Parte Application of the National Director of Public Prosecutions in case 168/2018, paragraph 8.5
    Second Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI February 2020

[^197]:    ${ }^{1}$ Guptas Paid for Zwane Trip as Reward, Argus, 19 June 2017
    2 'The Sordid Story of Mosebenzi Zwane,' Daily Maverick, 18 September 2018
    ${ }^{3}$ Magashule's Son on Luxury Trip to Dubai, Sowetan, 5 June 2017
    ${ }^{4}$ 'Groomed by the Guptas: How Free State Premier Ace Magashule, son Gift were caught and captured', Biznews, 12 June 2017
    ${ }^{5}$ 'Ace's son evicted from Gupta house', Mail \& Guardian, 18 October 2019, https://mg.co.za/article/2019-10-18-00-aces-son-evicted-from-gupta-house

[^198]:    ${ }^{6} \mathrm{Ibid}$

[^199]:    ${ }^{7}$ Prevention of Organised Crime Act 121 of 1998, Chapter 1,

[^200]:    ${ }^{8}$ Ibid, Chapter 1
    ${ }^{9}$ (SS13/2012) [2017] ZAWCHC 124 (4 September 2007)
    First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019

[^201]:    ${ }^{10}$ Ibid, paragraph 160
    ${ }^{11}$ [2008] ZASCA 97;[2009] 1 All SA 32

[^202]:    ${ }^{12}$ Indictment in the Matter of Jacob Gedleyihlekisa Zuma, Thint Holdings(Southern Africa) (PTY) Ltd and Thint (PTY) Ltd

    First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI

[^203]:    ${ }^{13}$ Ibid, paragraphs 140-149

[^204]:    ${ }^{14}$ The role of the Gupta brothers as the heads of the Gupta enterprise has been discussed extensively elsewhere. See, for example, Betrayal of the Promise: How South Africa Is Being Stolen, May 2017
    ${ }^{15}$ As we show in our further submission, Fidelity Enterprises and Accurate Investments formed key nodes in laundering funds from the Estina project. We also show how Oakbay Investments was a major beneficiary of funds from the Estina project.

[^205]:    ${ }^{16}$ See dramatis personae above
    ${ }^{17}$ lbid

[^206]:    ${ }^{18} \mathrm{https}: / / a m a b h u n g a n e . o r g /$ stories/cash-cows-and-computers-ace-magashules-laptop-deals-with-guptas-vrede-dairy-man-joemat-petterssons-saxonwold-meetings/

    First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019

[^207]:    ${ }^{19}$ https://www.gov.za/free-state-office-premier-prov-budget-vote-201213-premier-ace-magashule

[^208]:    ${ }^{20}$ The Microsoft Word document that included this agreement included a broken link at this point, which did not point to a specific contractual clause preceding.

    First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019

[^209]:    ${ }^{21}$ https://citizen.co.za/news/1845045/free-state-health-department-paid-gupta-linked-mediosa-r25m/
    ${ }^{22}$ https://www.news24.com/SouthAfrica/News/guptas-ripped-off-poor-in-planned-r1bn-a-year-20180318-2

[^210]:    ${ }^{23}$ State Capture Commission Transcripts, 15 August 2019, Day 145, p. 17
    ${ }_{25}^{24} \mathrm{Ibid}$, p. 18
    ${ }^{25}$ Report on the Investigation into the Vrede Integrated Dairy Farm Project, National Treasury/ENS Forensics, February 2014, Section 2.2.

[^211]:    ${ }^{26}$ Ibid, paragraph 2.2.3
    ${ }^{27}$ Affidavit of Samson John Schalkwyk in the ex parte application of the National Director of Public Prosecutions in re: an application in terms of Section 38 of the Prevention of Organised Crime Act, No. 121 of 1998 concerning certain property listed in Annexure A, 8 December 2017, paragraph 98.1 ${ }^{28}$ See: www.namc.co.za
    ${ }^{29}$ 'Identification of the Forces That Determine Competitiveness in the South African Dairy Value Chain - A Desktop Study, National Agricultural Marketing Council, September 2012,
    https://web.archive.org/web/20160430152401/http://www.namc.co.za/upload/all\%20reports/SA\%20da iry\%20value\%20chain\%20desktop\%20study.pdf

[^212]:    ${ }^{30}$ Report on the Investigation into the Vrede Integrated Dairy Farm Project, National Treasury/ENS Forensics, February 2014, p. lii, paragraph 2.2.5
    ${ }^{31} \mathrm{Ibid}$, paragraph 2.2.7
    ${ }^{32}$ Ibid, paragraph 2.2.8
    ${ }^{33} \mathrm{Ibid}$, paragraph 2.2.8

[^213]:    ${ }^{34}$ Affidavit of Samson John Schalkwyk, op Cit, paragraph 98.5
    ${ }^{35}$ 'Exclusive: Gupta Associate 'Advised' Magashule on Vrede Dairy Project - Court Papers', 21 July 2018, https://www.news24.com/SouthAfrica/News/exclusive-gupta-associate-advised-magashule-on-vrede-dairy-project-court-papers-20180712

    First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019

[^214]:    ${ }^{36}$ 'Cash cows and computers - Ace Magashule's Laptop Deals with Gupta's Vrede Dairy Man; Joemat-Petterson's Saxonwold Meetings', Daily Maverick, 23 July 2019
    ${ }^{37}$ Report on the Investigation into the Vrede Integrated Dairy Farm Project, National Treasury/ENS Forensics, February 2014, p. lii, paragraph 2.2.10

[^215]:    ${ }^{38}$ Ibid, paragraph 2.2.13-2.2.15

[^216]:    ${ }^{39}$ Affidavit of Samson John Schalkwyk, op Cit, paragraph 66-68
    ${ }^{40}$ ENS Report, op cit, paragraph 2.2.10
    ${ }^{41} \mathrm{Ibid}$, paragraph 2.2.16
    ${ }^{42}$ lbid, 2.2.19

[^217]:    ${ }^{43}$ Ibid
    ${ }^{44}$ Review of the Vrede Dairy Integrated Project, Commissioned by ENS Forensics, Dawie Maree, December 2013, p. 4

    First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019

[^218]:    ${ }_{45}^{45} \mathrm{Ibid}, \mathrm{p} .5$
    ${ }_{47}^{46} \mathrm{lbid}$
    ${ }^{47}$ lbid, p. 6

[^219]:    ${ }^{48} \mathrm{lbid}$, p. 10
    ${ }^{49} \mathrm{Ibid}, \mathrm{p} .12-13$
    ${ }^{50}$ ENS Report, paragraph 2.2.18

[^220]:    ${ }^{51}$ Ibid

[^221]:    ${ }^{52} \mathrm{Ibid}$, paragraph 2.2.20
    ${ }_{5}^{53} \mathrm{Ibid}$
    ${ }_{55}^{54} \mathrm{lbid}$, paragraph 2.2.21
    ${ }^{55}$ Affidavit of Samson John Schalkwyk, op Cit, paragraph 51.1
    ${ }^{56} \mathrm{lbid}$, paragraph 52.2 and 52.3

[^222]:    ${ }^{57} \mathrm{Ibid}$, paragraph 54.3 and 54.4
    ${ }^{58} \mathrm{lbid}$, paragraph 54.4
    ${ }^{59}$ ENS Report, op cit, paragraph 2.2.22-2.2.25
    ${ }^{60} \mathrm{Ibid}$, paragraph 2.2.24

[^223]:    ${ }^{61}$ Ibid, 2.2.25 and Affidavit of Anna Susan Fourie in CAS200/07/2017, attached as ASF01 to the Affidavit of Annie Susan Fourie submitted to the Commission on State Capture, paragraphs 5-8
    ${ }^{62} \mathrm{lbid}$, paragraph 2.2.28
    ${ }^{63} \mathrm{lbid}$, paragraph 2.2.29
    ${ }^{64} \mathrm{lbid}$, paragraph 2.2.31

[^224]:    ${ }^{65}$ Affidavit of Samson John Schalkwyk, op Cit, paragraph 45-46
    ${ }^{66}$ ENS Report, op Cit, paragraph 2.2.30

[^225]:    ${ }^{67}$ ENS Report, op Cit, paragraph 3.3.1
    ${ }^{68}$ Lack of Oversight: Provisional Report of the Public Protector, November 2014, http://www.publicprotector.org/sites/defaultfiles/media\%20statements/5\%204\%201 Report\%20Provis ional\%20Vrede\%2028\%20November\%20Final1\%20\%283\%29.pdf
    ${ }^{69} \mathrm{lbid}$, paragraph 6.2.12, our emphasis for Number 1 in table

[^226]:    ${ }^{70}$ Affidavit of Moses Moremi, 26 October 2018, Bloemfontein, attached as MM1 to the Affidavit and Annexures of Moses Moremi to the Commission of Inquiry on State Capture, paragraph 5

    First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019

[^227]:    ${ }^{71}$ Annexure MM13, Ibid
    ${ }_{73}^{72}$ Annexure MM15, Ibid
    ${ }^{73}$ MM10, Ibid

[^228]:    ${ }^{74}$ MM35, Ibid
    ${ }^{75}$ Supplementary Statement and Annexures of Moses Moremi, TMM-SUP-38

[^229]:    ${ }^{76}$ ENS Report, op Cit, paragraph 2.2.51

[^230]:    ${ }^{77}$ Affidavit of Samson John Schalkwyk, op Cit, paragraph 120
    ${ }^{78}$ ENS Report, op Cit, paragraph 2.2.54

[^231]:    ${ }^{79}$ The Public Finance Management Act (PFMA), 1999 (Act No. 1 of 1999) (as amended by Act No. 29 of 1999)
    ${ }^{80} \mathrm{lbid}$, paragraph 2.2.37
    ${ }^{81} \mathrm{Ibid}$

[^232]:    ${ }_{82}^{82}$ Ibid, paragraph 2.2.39
    ${ }^{83} \mathrm{Ibid}$, paragraph 2.2.40

[^233]:    ${ }^{84}$ This indictment has subsequently been withdrawn following, inter alia, the failure of the Asset Forfeiture Unit's attempts to seize funds stolen from the Estina project.
    ${ }^{85}$ Lack of Oversight: Provisional Report of the Public Protector, November 2014, paragraph 6.4.1.7.2

[^234]:    ${ }^{86}$ Lack of Oversight: Provisional Report of the Public Protector, November 2014, Executive Summary, paragraph (viii) (bb)
    ${ }^{77}$ As noted above, Estina and the Department entered into two contracts. The first, in June, was seemingly replaced by a second contract signed in July, after the intervention of the State's attorney. Estina, however, had received its first payment on the project on the $11^{\text {th }}$ of June 2013.

[^235]:    ${ }^{89}$ The Public Protector's Provisional report sometimes refers to this report as being dated January 2013 and, at others, January 2014. This was addressed in Tolmay J's judgment in Democratic Alliance v Public Protector; Council for the Advancement of the South African Constitution v Public Protector (11311/2018; 13394/2018) [2019] ZAGPPHC 132; [2019] 3 All SA 127 (GP); 2019 (7) BCLR 882 (GP) (20 May 2019). At paragraph 14 Tolmay suggests that January 2013 was a 'typographical error, as the report itself stated that Treasury was requested on 12 June 2013 to investigate the possibility of procurement irregularities... It would seem the correct date of the report must be January 2014.'
    ${ }^{90}$ Ibid, paragraphs 6.4.1.7, our emphasis

[^236]:    ${ }^{91}$ See: Democratic Alliance v Public Protector; Council for the Advancement of the South African Constitution v Public Protector (11311/2018; 13394/2018) [2019] ZAGPPHC 132; [2019] 3 All SA 127 (GP); 2019 (7) BCLR 882 (GP) (20 May 2019)

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[^237]:    ${ }^{92}$ Ibid, Executive Summary, paragraphs vii

[^238]:    ${ }^{93}$ Ibid, Executive Summary, paragraph ix (a) and paragraph ix (b)

[^239]:    ${ }^{94}$ ENS Report, paragraph 2.2.19
    ${ }^{95}$ Partnership Agreement Between the Department of Agriculture (DoA) Free State Province, South Africa and Estina PTY Ltd in Relation to the Implementation of a Dairy Project at Vrede', attached as an unnumbered exhibit to Annexure SJ3 to the Affidavit of Samson John Schalkwyk in Case 1778/2018
    ${ }^{96}$ Agreement Entered Into and Between The Department of Agriculture and Estina (PTY) Ltd, 5 July 2012, clause 6.3, attached as Exhibit 11 to the ENS Report. The ENS Report and all its exhibits were attached to affidavit of SJS Schalkwyk in case 1778/2018 as Annexure SJS3.

[^240]:    ${ }^{97}$ Ibid, clause 7.3
    ${ }^{98}$ Beneficiary Agremeent Entered Into Between Department of Agriculture Free State and Vede Dairy Project 2013/2014, attached as Annexure JDM1 to the Affidavit of Jun David Mahlobo to the Commission of Inquiry on State Capture, JDM-15, paragraph 9.3

[^241]:    ${ }^{99}$ ENS Report, paragraph 4.1.1
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[^242]:    ${ }^{100}$ Ibid
    ${ }^{101} \mathrm{Ibid}$, paragraph 4.1.4

[^243]:    ${ }^{102}$ Lack of Oversight, op Cit, paragraph 6.3.2.5
    ${ }^{103}$ See Annexure AA
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[^244]:    ${ }^{104}$ RE: Free State Legislature: Question Paper: Wednesday, 04 March 2015 [No. 1 - 2015] Second Session, Fifth Legislature, Ms S M Mlamleli, Acting MEC Agriculture and Rural Development, 28/04/2015
    ${ }^{105}$ Ibid

[^245]:    ${ }^{106}$ Ibid
    107 Ibid
    108 'Lack of Oversight', op Cit

[^246]:    ${ }^{109}$ Ibid, paragraphs 4.4.1.21-4.4.1.23

[^247]:    ${ }^{110}$ Free State Development Corporation Annual Report 2014/2015, p. 8
    ${ }^{111}$ Free State Development Corporation Annual Report 2017, p. 21
    ${ }^{112}$ Free State Development Corporation Annual Report 2016, p. 115

[^248]:    ${ }^{113}$ Mradla Affidavit, paragraph 150
    114 Ibid , paragraph 156-158
    ${ }^{115}$ Vote 11 - Agriculture and Rural Development, Free State Department of Agriculture and Rural Development, 2015/2016, p. 4
    ${ }^{116}$ Vote 11 - Agriculture and Rural Development, 2016 Adjusted Estimates of National Expenditure, p. 17

[^249]:    ${ }^{117}$ Lack of Oversight, op Cit, paragraphs 6.3.2.13-6.3.2.14
    ${ }_{119}^{118}$ Transcript of Day 141 of the Commission of Inquiry into State Capture, 26 July 2019
    ${ }^{119}$ Ibid, p. 19
    ${ }^{120}$ Ibid, p. 31

[^250]:    ${ }^{121}$ Transcript of Day 181 of the Commission of Inquiry into State Capture, 16 October 2019
    ${ }^{122}$ Transcript of Day 183 of the Commission of Inquiry into State Capture, 28 October 2019, p. 80

[^251]:    ${ }^{123}$ Agreement Entered Into and Between The Department of Agriculture and Estina (PTY) Ltd, 5 July 2012, attached as Exhibit 11 to the ENS Report. The ENS Report and all its exhibits were attached to affidavit of SJS Schalkwyk in case 1778/2018 as Annexure SJS3.

[^252]:    ${ }^{124}$ Ibid
    ${ }^{125} \mathrm{Ibid}$, paragraph 6.3.2.10

[^253]:    ${ }^{126}$ Ibid, paragraph 7.2.14

[^254]:    ${ }^{127}$ Report on an Investigation into complaints of maladministration against the Free State Department of Agriculture in respect of non-adherence to Treasury prescripts and lack of financial control in the administration of the Vrede Integrated Dairy Project, Report No 31of 2017/2018, ISBN: 978-1-928366-53-9
    ${ }_{128} \mathrm{lbid}$, paragraph 5.2.15
    First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019

[^255]:    ${ }^{129}$ 'Guptas' Farm Cash Cows in Free State', Mail \& Guardian, 6 June 2013
    130 'Guptas Linked to Farming Scheme', City Press, 26 May 2013

[^256]:    ${ }^{131}$ Report on the Investigation into the Vrede Integrated Dairy Farm Project, National Treasury/ENS Forensics, February 2014, p. lii, paragraph 2.2.10
    ${ }^{132}$ Project Proposal: Vrede Integrated Dairy Agribusiness Project: Proposed Integration of Dairy and other elements of production and processing with the emphasis on value-addition and beneficiation, such as a range of processed dairy products aligned with Agri-BEE norms stipulated by Govt', attached as Exhibit 5 to Annexure SJ3 to the Affidavit of Samson John Schalkwyk in Case 1778/2018 ${ }^{133}$ 'Partnership Agreement Between the Department of Agriculture (DoA) Free State Province, South Africa and Estina PTY Ltd in Relation to the Implementation of a Dairy Project at Vrede', attached as an unnumbered exhibit to Annexure SJ3 to the Affidavit of Samson John Schalkwyk in Case 1778/2018
    ${ }^{134}$ Agreement entered into between the Department of Agriculture (the "Department") and Estina PTY Ltd ("Estina"), attached as Exhibit 11 to Annexure SJ3 to the Affidavit of Samson John Schalkwyk in Case 1778/2018

[^257]:    ${ }^{135} \mathrm{https}: / / \mathrm{www}$.parasdairy.com/past-events-details.php?id=2

[^258]:    ${ }^{136}$ See, for example, '\#Guptaleaks: How Sahara Handed SA Jobs to Foreigners', News24, 20 September 2018
    ${ }^{137}$ Proceedings of the Commission of Inquiry into State Capture, Day 146, 16 August 2019, p. 16-17
    First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019

[^259]:    ${ }^{138}$ Proceedings of the Commission of Inquiry into State Capture, Day 145, 15 August 2019, p. 126

[^260]:    ${ }^{139}$ Cash cows and computers - Ace Magashule's Laptop Deals with Gupta's Vrede Dairy Man; Joemat-Petterson's Saxonwold Meetings', Daily Maverick, 23 July 2019

[^261]:    ${ }^{140}$ Transcripts of the Commission of Inquiry on State Capture, Day 143, p. 62

[^262]:    ${ }^{141}$ http://www.rnctrust.org/aboutus.php

[^263]:    142 'Guptas' Farm Cash Cows in the Free State, Mail \& Guardian, 31 May 2013
    ${ }^{143} \mathrm{Ibid}$

[^264]:    ${ }^{144}$ Email from \#Guptaleaks, 12 December 2012, Subject: International Priority 1-Server 122-WSUS Maintenance
    ${ }^{145}$ Emails from \#Guptaleaks, December 2014, Subject: RE: Estina Fincon
    ${ }^{146}$ Email from \#Guptaleaks, 4 November 2014, from accounts@estina.co.za to Ugeshni Naidu, Subject: Payment to be made. See Annex M

[^265]:    ${ }^{147}$ Employment Contract Between Estina Pty Ltd and Kavya Kannoth Shaji, undated First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019

[^266]:    ${ }^{148 \text { '\#Guptaleaks: The Dubai Laundromat - How Millions Milked From the Free State Government }}$ Paid for Sun City Wedding', amaBhungane, 30 June 2017,
    https://amabhungane.org/stories/guptaleaks-the-dubai-laundromat-how-millions-milked-from-free-state-government-paid-for-sun-city-wedding/

[^267]:    ${ }^{149}$ https://www.nda.agric.za/doaDev/topMenu/DoAProgrammes/Adjudication\%20book.pdf

[^268]:    ${ }^{150} \mathrm{https}: / /$ itizen.co.za/news/south-africa/1545901/zwane-under-fire-as-da-claims-he-never-declared-gupta-india-trip/
    'Cash cows and computers - Ace Magashule's Laptop Deals with Gupta's Vrede Dairy Man; Joemat-Petterson's Saxonwold Meetings', Daily Maverick, 23 July 2019
    ${ }_{152}$ High profile Gupta visits verified, Business Day, 12 June 2017
    ${ }^{153}$ Cash cows and computers - Ace Magashule's Laptop Deals with Gupta's Vrede Dairy Man; Joemat-Petterson's Saxonwold Meetings', Daily Maverick, 23 July 2019

[^269]:    ${ }^{154}$ ،The Sordid Story of Mosebenzi Zwane,' Daily Maverick, 18 September 2018
    ${ }^{155}$ Duduzane Zuma, Kept and Captured', amaBhungane and Scorpio, 1 June 2017
    First Submission on Estina/Vrede Dairy Project to the Zondo Commission by SWI 2019

[^270]:    156 'Groomed by the Guptas: How Free State Premier Ace Magashule, son Gift were caught and captured', Biznews, 12 June 2017
    ${ }^{157}$ '\#Guptaleaks: The 'Gift' That Keeps on Giving', amaBhungane, 5 June 2017

[^271]:    ${ }^{158}$ See Annexure L attached

