

**IN THE SPECIAL TRIBUNAL ESTABLISHED IN TERMS OF SECTION 2(1) OF
THE SPECIAL INVESTIGATIONS UNIT AND SPECIAL TRIBUNALS ACT 74 OF
1996 (REPUBLIC OF SOUTH AFRICA)**

CASE NO: GB/01/22

In the *Ex Parte* Application by:

SPECIAL INVESTIGATING UNIT

APPLICANT

and

INQABA YOKULINDA	FIRST RESPONDENT
AUDREY BUYISIWE KHOZA	SECOND RESPONDENT
THEPO MONTSHO	THIRD RESPONDENT
UNICUS SOLU(IT)ONS (PTY) LTD	FOURTH RESPONDENT
JABULANE SIBANDA	FIFTH RESPONDENT
TERENCE MAGOGODELA	SIXTH RESPONDENT
BOITUMELO DIUTLWILENG	SEVENTH RESPONDENT
PHILEMON LETWABA	EIGHTH RESPONDENT
ALECK SKHOSANA	NINTH RESPONDENT
MARUBINI RAMATSEKISA	TENTH RESPONDENT
THABANG CHARLOTTE MAMPANE	ELEVENTH RESPONDENT
THE NATIONAL LOTTERIES COMMISSION	TWELFTH RESPONDENT
GLORIA KHOZA	THIRTEENTH RESPONDENT

FILING NOTICE

1. Document: Answering affidavit of the Fourth and Fifth Respondent

Signed in Pretoria on this 11th day of March 2022.



MACHOBANE KRIEL INC
 Attorneys for the Fourth & Fifth Respondents
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 Ref: HJ KRIEL/MSS/SA1121

TO: **THE REGISTRAR OF THE SPECIAL TRIBUNAL**
 Pretoria

AND TO: **THE OFFICE OF THE STATE ATTORNEY**

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STATE ATTORNEY	
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2022 -03- 14	
PRIVATE BAG PRIVAATSAK X91 (2) PRETORIA 0001	
STAATSPROKUREUR	

R. Sparrow 9:35

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THE NATIONAL LOTTERIES COMMISSION

TWELFTH RESPONDENT

GLORIA KHOZA

THIRTEENTH RESPONDENT

ANSWERING AFFIDAVIT OF THE FOURTH AND FIFTH RESPONDENT

I the undersigned,

JABULANI SIBANDA

do hereby make oath and state the following:

1. I am an adult businessman who resides at 32A Mount Street, Bryanston, Johannesburg, Gauteng Province.
2. I am cited as the fifth respondent in this application.
3. I am the sole director of Unicus Solu(it)ons (Pty) Ltd ("**the company**"), cited herein as the fourth respondent. Due to my designation, I am authorised to represent the company in these proceedings and to depose to this affidavit on behalf of the company. I attach hereto a resolution duly authorising me as annexure "**5RAF1**"

4. The facts contained herein fall within my personal knowledge except were stated otherwise and are both true and correct.
5. Where any legal submission is made, it is done after having been so advised, which advice is accepted as correct.

STRUCTURE OF THIS AFFIDAVIT:

6. I have structured this affidavit into three parts. In each part I deal separately with the following topics, all of which are introduced under a separate heading.
7. First, I deal with a summary and overview of the application.

7.1. Here, I demonstrate that the notice of motion served on me and the company and the order of the Tribunal dated 14 February 2022 is incompatible.

8. Secondly, I deal with the points in law I wish to raise.

8.1. Here, I demonstrate that:

8.1.1. that the matter is not urgent;

8.1.2. that the founding affidavit contains numerous hearsay evidence;



- 8.1.3. that the applicant has failed to make out a case that the assets attached were procured from the proceeds of unlawful activities;
- 8.1.4. that there are material disputes on facts, which the applicant should have foreseen; and
- 8.1.5. that the applicant failed to adhere to the duty of good faith in *ex parte* applications.

9. Lastly, I deal *ad seriatim* with the allegations made by the applicant in his founding affidavit.

10. Here I deal with the fact that the applicant has not made out a case in fact or law for the relief requested.

SUMMARY AND OVERVIEW OF THE APPLICATION:

11. The applicant brought the application for the following main relief:

- 11.1. as one of urgency in terms of rule 12 of the Special Tribunal Rules and that this application be dealt with in chambers, without prior notice to the first to sixth respondents (*ex parte*) in terms of rule 24(1);
- 11.2. that pending the institution and final determination of review proceedings, within 21 court days of the date of the order for the review and setting aside of the decision by the eleventh (*sic*) respondent to

- award grant funding to the first respondent and/or action against any other respondents to whom the applicant has a claim;
- 11.3. an order be issued in accordance with the provisions of rule 24 of the Special Tribunal Rules that realisable assets of the first to sixth respondents and all other assets disclosed to the curator *bonis* be assumed control over by him/her and take such property into his custody;
- 11.4. in contradiction to the above the notice of motion also intermittently refers to the first to seventh respondent; and
- 11.5. that the respondents be given an opportunity to address the Special Tribunal on the return day and have the right in terms of the rules to anticipate the return day, alternatively respondents may apply for the reconsideration of the interim order or any part thereof in terms of rule 12 (9) of the Special Tribunal Rules.
12. In paragraph 15 and subparagraphs of the notice of motion, respondents are afforded 14 days to oppose the confirmation of the order on the return date or to anticipate the return date.
13. In paragraph 15.4 of the notice of motion the first to sixth respondents are notified that they may apply for the reconsideration of this order or any part thereof in terms of rule 12(9).



14. In paragraph 9.2 of the founding affidavit the respondents are called upon to show cause, if any, on the return date, being Tuesday, 1 March 2022 why the order should not be made final.
15. The notice of motion referred to above was issued by the Special Tribunal on 3 February 2022. This notice of motion was served on me and the company.
16. On 14 February 2022 a final order was made against all the respondents as cited, without having afforded the respondents an opportunity of being heard.
17. The invocation of urgency and the use of an *ex-parte* hearing was only requested for first to sixth respondents.
18. The seventh to thirteenth respondent was not afforded any notice nor was a provisional order granted with a return date.
19. I have been advised that the order under such circumstances was erroneously sought and granted against all respondents.
20. The fourth respondent and the company seek the reconsideration of the order granted.
21. Upon perusal of the Caselines system by my attorneys of record it was noted for the first time that the applicant uploaded an amended notice of motion.

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22. As stated above this amended notice of motion was never served on me and the first time, I was informed of its existence was when my attorneys perused the Caselines system on Monday, 7 March 2022.
23. The amended notice states that this application will be made on 9 February 2022 or a date to be determined by the Tribunal.
24. The amended notice of motion contains no indication that it was duly issued by the Tribunal or that it accompanied the founding affidavit. I therefore deny that this amended notice was either before the Tribunal or properly issued.
25. It was never served on me or the company as it should have been done.
26. The order granted against the respondents is incompatible with the notice of motion served on me and the company.

ORDER GRANTED AND RECONSIDERATION OF ORDER ON POINTS OF LAW:

27. In terms of rule 10(4) of the of the Special Tribunal Rules, published on 25 August 2020 a respondent is entitled to raise points of law which I will do under a separate heading for each point of law.




A. LACK OF URGENCY:

28. The applicant failed to address urgency in its founding papers as it should have done. This matter is not urgent.
29. This is even more so where the unsigned notice of motion served on me, and the company is dated 3 February 2022 and the putative amended notice of motion is dated 9 February 2022.
30. The applicant fails to specify when the investigation into the respondents commenced and on what conceivable bases the matter is urgent.
31. The applicant *inter alia* fails to state what steps were taken, when those steps were taken and why the matter is urgent or what circumstances led to the application now becoming urgent.
32. It is evident from several annexures to the founding affidavit that information was sourced from third parties since at least August 2021 by the applicant.
33. Appropriate legal arguments will be made at the Special Tribunal during arguments on points of law in terms of section 10(4) of the rules of the Tribunal.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a cursive 'W'.

B. HEARSAY EVIDENCE:

34. The applicant's founding affidavit is largely premised on inadmissible hearsay evidence.
35. Several paragraphs of the founding affidavit are inadmissible hearsay evidence. The contents of these paragraphs do not fall within the knowledge of the deponent, Mr Godsave Ngobeni.
36. No confirmatory affidavits are attached to the founding affidavit. This glaring oversight is neither addressed nor explained by the applicant.
37. In addition, the applicant makes sweeping and bold statements, without specifically addressing the basis upon which such statements are made and interference(s) to draw therefrom. Appropriate legal arguments will be addressed at the Tribunal at the hearing.
38. An application in terms of rule 6(15) for the striking of the offending hearsay and/or irrelevant or argumentative evidence is attached hereto as annexure "5RAF2".
39. It is noted that no confirmatory affidavit of Ms Khoza is attached and that the whole premise of the application is based on one interview with Ms. Khoza.



C. FAILURE TO MAKE OUT A CASE IN APPLICANT'S FOUNDING AFFIDAVIT:

40. The applicant was required in terms of the provisions of rule 24 to demonstrate that the property concerned, constitutes the proceeds of unlawful activities emanating from the findings of an investigation conducted by applicant.

41. The applicant has failed to make out a case in its founding affidavit as it should have done.

42. In addition to the application to strike out the offending paragraphs, the applicant failed to provide any proof that the following assets were procured from the proceeds of unlawful activities:

42.1. Honda Jazz with registration number TPT 581 GP ("**the Honda**");

42.2. Mercedes-Benz AMG E63 with registration number ZHJ 313 GP ("**the Mercedes-Benz AMG**");

42.3. Mercedes-Benz CLK AMG 63 with registration number VCW 244 GP ("**the Mercedes-Benz CLK**"); and

42.4. Audi with registration number BY FH GP ("**the Audi**")

43. The Honda Jazz was a gift from my aunt, Maria Sibanda. The Honda was given to me during 30 November 2018. I attach hereto the following documents:

43.1. letter from SA Warranties (Pty) Ltd dated 14 February 2011 to Maria Sibanda, as annexure "**5RAF3**";



- 43.2. a Nebank letter dated 9 June 2011 to Maria Sibanda confirming that the financing contract has been paid in full, as annexure "5RAF4";
- 43.3. letter from Honda South Africa (Pty) Ltd dated 24 June 2011 to Maria Sibanda, as annexure "5RAF5";
- 43.4. registration document dated 30 November 2018 in my name as annexure "5RAF6";and
- 43.5. a confirmatory affidavit of my aunt as annexure "5RAF7".
44. It is patent that the Honda was not procured from the proceeds of unlawful activities or gains as alleged.
45. The Mercedes-Benz AMG was purchased by me during 2018 at Bull's Eye Auto as a pre-owned vehicle from a dealership in Silverton. I deny that the vehicle was purchased or registered on or after 30 November 2018. I vehemently deny that this vehicle was purchased because of any illegal activity or conduct. A tax invoice is attached hereto as annexure "5RAF8"
46. The Mercedes-Benz CLK was purchased by me at Mercedes Benz Sandton on or about 4 August 2016. I attach hereto a copy of the registration certificate as annexure "5RAF9".
47. I deny the correctness of the ENatis report attached to the founding papers as annexure GS 017. I have in addition noted that the report does not contain any dates which corroborates the version of the deponent.



48. In addition, it is evident that the deponent has chosen to attach only one page of a seven-page document.
49. I admit that I transferred an amount of R 205,840.00 into the account of Auto Integrity Repairs to purchase the Audi vehicle for the seventh respondent, with whom I am well acquainted.
50. The applicant, although in receipt of the bank statements of the company, failed to attach and draw the Tribunal's attention to the fact that the company is a going concern and generates revenue from its commercial operations not related to any of the respondents cited in this application.
51. The company mainly conducts business in the IT sector, by providing software, consulting and related services.
52. As such I deny that the Audi or any other vehicle was purchased with the proceeds of unlawful activities.

D. DISPUTES ON FACTS:

53. From the contents of the paragraph above, it is evident that material disputes of facts exist, which are incapable of being determined on application.
54. As such for this reason alone, the application should be dismissed with costs.



E. DUTY OF GOOD FAITH IN EX-PARTE PROCEEDINGS:

55. I have in addition been advised that in an *ex parte* application as alluded to above, applicant has the utmost duty of good faith and must disclose, all relevant information, especially facts which may be harmful or dispositive of applicant's case.
56. The applicant failed to properly investigate the matter and was not open and frank in its *ex parte* application before the Special Tribunal.
57. The applicant should have disclosed that the company generates income as a going concern and the sweeping statement that the assets were procured from funds that originates from the first respondent should have been qualified.
58. This is a further basis upon which the reconsideration is premised, namely the abuse of an *ex parte* process by the applicant.
59. I contend that a penalising cost order should be given against the applicant to ameliorate the wasted costs that was incurred by the me and the company to oppose this application.
60. I shall hereinafter deal with the averments made in the founding affidavit *ad seriatum*, in so far as it is necessary, if I have not dealt therewith above. Where I do not specifically deal with the contents it should be construed as a denial thereof.



61. I have been advised that the contractual dispute between the company and the NPO is civil in nature and does not fall within the purview of the Tribunal. The companies rights and mine are reserved to deal therewith at the appropriate time and forum should the need arise.

AD PARAGRAPH 1 AND 2:

62. I deny that the facts stated in the founding affidavit is based on the deponent's personal knowledge or extracted from documents under his control and are true and correct.

63. In addition to the above I have noted that the deponent attested that he would attach confirmatory and/or supporting affidavits to his founding papers. This oversight is neither addressed nor explained in any way whatsoever.

64. I deny that a proper case has been made out and I specifically object to inadmissible evidence being taken into consideration when the matter was heard *ex parte* and an order was granted in my and the companies absence.

65. I have no knowledge whether the deponent is employed by the Special Investigating Unit and consequently cannot admit or deny same.

66. I deny that I reside at the address cited. I have disclosed my correct address in this affidavit. I lease the property.



AD PARAGRAPH 3:

67. The content hereof is noted, and the contents relating to the inadmissible evidence is repeated.

AD PARAGRAPH 4:

68. I deny that applicant is entitled to invoke the blanket admission of a large portion of hearsay evidence by merely referring to section 3 of the Law of Evidence Amendment Act 45 of 1988. Full legal arguments will be made at the hearing of the matter.

69. This blanket invocation of introducing hearsay evidence can never permit the use of inadmissible evidence.

70. I deny that it is in the interest of justice to do so.

71. The remainder of the contents of this paragraph is denied.

72. I specifically refer to my notice to strike out the hearsay portions of the founding affidavit. Upon consideration of it, it is evident that vast portions of material allegations are premised on inadmissible hearsay evidence.

73. The prejudice is self-evident as the applicant uses this inadmissible evidence to demonstrate that the vehicles concerned constitutes the proceeds of unlawful activities emanating from the findings of the deponent.

74. I have already above dealt with this aspect and reiterate that it is evident *ex facie* the documents attached to my answering affidavit that applicant has failed to demonstrate this.
75. The basis, conclusions and inferences on which applicant's case is premised is blatantly erroneous.

AD PARAGRAPH 5 TO 7:

76. The content is noted, save to point out that the notice of motion refers to first to sixth respondents in several paragraphs, whilst in contradiction other paragraphs of the notice of motion refer to first to seventh respondent.

AD PARAGRAPH 8 AND 9:

77. I take note of the contents hereof and reiterate what I have stated above in paragraph 11 to 26.
78. I deny that a proper case has been made out for urgency or that a proper case has been made out for an interdict in accordance with the provisions of rule 24.

AD PARAGRAPH 10:

79. The content hereof is noted, save to deny that the property is disputed property as envisaged in terms of the provisions of rule 24.



AD PARAGRAPH 11.1 TO 11.1.2:

80. The contents are noted.

AD PARAGRAPH 11.2 TO 11.5:

81. The contents of these paragraphs do not fall within my knowledge and is consequently denied.

82. I specifically deny that I was part of an unlawful scheme.

AD GENERAL PARAGRAPH 12 AND SUB- PARAGRAPHS:

83. The contents of paragraph 12 and the sub-paragraphs constitutes inadmissible hearsay evidence.

84. A striking out application as indicated above is filed herewith. I object to the use and reliance on hearsay evidence. To the extent that the court may allow hearsay evidence or portions thereof, I will hereinafter deal with the contents thereof, in so far as necessary.

AD PARAGRAPH 12 and 12.1:

85. The contents of these paragraphs do not fall within my knowledge and is consequently denied.

86. I note that the investigating officer only had one interview with Ms. Khoza.

AD PARAGRAPH 12.2:

87. I was introduced to Ms. Khoza on or about February 2018 by a friend, Mr. Barry Fraser, a mutual acquaintance.
88. A general discussion between me and Ms Khoza took place during February 2018 after the introduction referred to above. The conversation that ensued was general in nature and Inqaba Yokulinda ("**the NPO**") involvement in sport related activities for communities were discussed.
89. I was aware that there was a need to construct additional sport community facilities, especially track facilities and that Athletics South Africa ("**ASA**") was desirous of expanding the facilities throughout South Africa. This knowledge was obtained by me as a result of previous consulting work that the company did for ASA.
90. Ms Khoza indicated that the NPO would be interested. We discussed the possibility of the National Lottery Commission ("**NLC**") affording grants to NPO's and whether the NPO (Inqaba Yokulinda) would be considered or qualify for such a grant.
91. She indicated that she would apply on behalf of the NPO and if successful we discussed the future involvement of the company as a possible subcontractor to build the athletics track on the premise that the bid for the funding was successful.

92. I met Ms. Khoza in person. I have never introduced myself as someone else or misrepresented my identity to her. This hearsay averment by the deponent is patently false.

93. The remainder of the contents are denied.

AD PARAGRAPH 12.3 AND 12.4:

94. I deny the contents of this paragraph. I have already dealt with the contents of this paragraph in paragraph 86 to 92 above.

AD PARAGRAPH 12.5:

95. I have noted the contents of this paragraph and the annexure referred to. I had no previous personal knowledge of the contents.

AD PARAGRAPH 12.6 TO 12.9:

96. I have no personal knowledge regarding the contents of these paragraphs.

97. I however noted that the applicant failed to attach the application that was submitted to the NLC.

98. The statement that I indicated to Ms Khoza that the application was already submitted is blatantly false.



AD PARAGRAPH 12.10 AND 12.11:

99. I have no personal knowledge of the contents.

100. I take note that the grant agreement was personally signed by Ms. Khoza.

AD PARAGRAPH 12.12:

101. The company issued an invoice to the NPO in accordance with a verbal agreement concluded in February 2018 with the NPO for the planning, implementation and construction of the track and field sport centre as per annexure GS007.

102. I deny that Ms. Khoza transferred the funds on my instructions. On the contrary Ms Khoza transferred the R 10 million on her own accord as the NPO was contractually obliged to do.

103. I re-iterate that I had no personal knowledge of the interactions that Ms Khoza had with the NLC. I however on receipt of the application, noted that the grant agreement, attached as annexure GS006, duly signed by Ms Khoza prohibits the advance payment of any invoice or a deposit in excess of 10% of the amount invoiced. In addition, clause 7.1.8 states that the balance of the invoice is to be paid only when the goods or services are delivered.

104. The version of Ms Khoza that I instructed her to pay the company is patently false and in direct contradiction to the NPO's contractual undertakings.

AD PARAGRAPH 12.13:

105. I admit the contents of this paragraph.

AD PARAGRAPH 12.14 AND 12.15:

106. I have no personal knowledge of the contents of these paragraphs.

107. I specifically note that the applicant attests to being aware of the subjective knowledge of third parties.

108. The contents are according denied.

AD PARAGRAPH 12.16 TO 12.19:


109. I have no personal knowledge of the contents of these paragraphs.

110. Consequently, the contents are denied.

AD PARAGRAPH 12.20:

111. I have no personal knowledge or had any personal involvement for the additional funding requested by the NPO.

112. I have noted that annexure GS010 and GS011, the addendum and the request for additional funding was signed by Ms. Khoza.

Handwritten signatures in black ink, appearing to be initials or a name, located at the bottom right of the page.

AD PARAGRAPH 13.1 TO 13.4:

113. The contents of these paragraphs do not fall within my knowledge, save the deposit, which I have already dealt with.

AD PARAGRAPH 13.5 TO 13.9 (LOAN AGREEMENT):

114. I provided a loan to Mr. Magogodela, after he requested me to assist.

115. I attach hereto a copy of the loan agreement as annexure "5RAF10".

116. The loan agreement was concluded on 1 February 2018 and Mr. Magogodela must repay this loan as per the terms of the loan agreement.

117. Mr. Mogogodela must repay the loan of R 400 000.00 in monthly instalments of R 2 500.00, with the first payment commencing on 1 September 2018.

118. He has made some repayments and is still in the process of paying of the debt.

119. The loan agreement has an acceleration clause and was concluded on normal commercial terms.

120. The remainder of the paragraph does not fall within my knowledge and is denied.

Handwritten signature and initials in black ink, located at the bottom right of the page.

AD PARAGRAPH 14 TO 15 (MOTOR VEHICLES):

121. I have already dealt with the contents of these paragraphs, in paragraph 41 to 52 above.

122. I re-iterate the contents and deny that any legal ground exists to attach the vehicles or any of my or the company's property.

123. I admit that an amount of R 60 000.00 was paid to Covert Motors for motor vehicle repairs.

124. I admit that an amount of R 50 000.00 was paid to Pharaoh Motors, the applicant however failed to inform the Tribunal that the monies were paid back.

125. The R 50 000.00 was a deposit for the purchase of a motor vehicle from the dealership, I however decided against the purchase and the deposit was paid back, as the transaction was cancelled by me.

126. I attach hereto a bank statement as annexure "5RAF11", as proof that the monies were paid back.

AD PARAGRAPH 16.1 TO 16.5 (TRANSFERS):

127. I admit the contents of these paragraphs.

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AD PARAGRAPH 16.6:

128. I admit the contents of this paragraph. The company purchased software.

AD PARAGRAPH 16.7:

129. I admit the payment of the amount but have no knowledge of the remainder of the contents. I deny any knowledge of ill-gotten funds or unlawful conduct. I note that the matter is being investigated.

130. The funds were paid over in terms of a commercial transaction.

AD PARAGRAPH 16.8:

131. I have already dealt with the contents of this paragraph.

132. It is evident that the company is a going concern and that monies paid out of the banking account were generated from commercial activities.

133. I note the amount that was allegedly transferred in terms of a spreadsheet, I admit the amount in so far as it may accord with the banking statements of the company. I have been advised that the spreadsheet is hearsay evidence.

AD PARAGRAPH 17 (REVIEW):

134. I deny that I or the company was involved in any unlawful conduct or collusion.

This averment is vindictive and no basis has been laid for same.



135. The company has been trading since 2006 and has managed to become a stable and successful enterprise.

136. I am unaware on what legal basis the awarding of the grant to the NPO may be reviewed and set aside as I had no interaction with the NLC.

137. I deny the remainder of the paragraph in so far as necessary.

AD PARAGRAPH 18 (RELIEF SOUGHT):

138. I have already dealt with the contents of this paragraph in paragraph 11 above.

139. I deny that the applicant is entitled to the relief requested or that a proper case has been made out.

AD PARAGRAPH 19 (CURATOR BONIS):

140. I take note of the contents of this paragraph.

141. I object to the wide ranging powers of the curator, with specific, but not exclusive reference to the fact that the respondents might be held jointly and severally liable for the costs of safeguarding assets of other respondents and vice versa.



AD PARAGRAPH 20 AND 21 (EX PARTE APPLICATION AND SERVICE):

142. I deny that rule 24 provides blanket authorisation for the institution of ex-parte proceedings.

143. I deny that a case has been made out for the relief requested.

CONCLUSION:

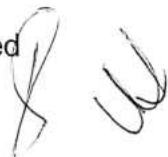
144. In the premise I respectfully request that the court dismiss the applicant's application with a punitive cost order.

SIGNED AT _____ ON THE _____ DAY OF _____ 2022.

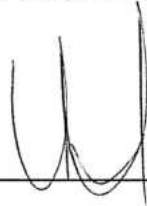


JABULANI SIBANDA

Thus signed and sworn before me at Pretoria on this 11 day of March 2022, the deponent having confirmed to me that he knows and understands the contents of this affidavit, has no objection against taking the oath, that he regards the oath as binding on his conscience and he/she has uttered the following words: "I swear that the contents of this affidavit are true, so help me God". the regulations contained in



Government Notice No. 1258 of 21 July 1972, as amended by the Government Notice No. 1648 of 17 August 1977, as amended having been complied with.



COMMISSIONER OF OATHS

FULL NAMES:
ADDRESS:
CAPACITY:
AREA:

COMMISSIONER OF OATHS
Ground Floor, Duncan Manor
Cnr Jan Shoba & Brooks Street, Brooklyn, Pretoria, 0002
EX OFFICIO PRACTICING ATTORNEY
REPUBLIC OF SOUTH AFRICA
Mogmethe Telana van Niekerk



RESOLUTION

Extract of Resolution passed by the directors of

UNICUS SOLU(IT)ONS (PTY) LTD

REG NO: 2006/003513/07

("the company")

On 10 March 2022
at Pretoria, Gauteng

Present: Jabulani Sibanda

IT IS RESOLVED THAT:

1. Jabulani Sibanda to represent the company in the action instituted against it by the Special Investigation Unit under case number GB/01/22.
2. Machobane Kriel Inc. to represent the company as attorneys of record as per their signed mandate and terms and conditions, is confirmed.
3. Jabulani Sibanda is authorised to sign any and all necessary documentation in the course of the litigation.

Signed at Pretoria on this the 1st day of March 2022

DIRECTORS:



JABULANI SIBANDA
Director

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UNICUS SOLU(IT)IONS (PTY) LTD	FOURTH RESPONDENT
JABULANE SIBANDA	FIFTH RESPONDENT
TERENCE MAGOGODELA	SIXTH RESPONDENT
BOITUMELO DIUTLWILENG	SEVENTH RESPONDENT
PHILEMON LETWABA	EIGHTH RESPONDENT
ALECK SKHOSANA	NINTH RESPONDENT
MARUBINI RAMATSEKISA	TENTH RESPONDENT
THABANG CHARLOTTE MAMPANE	ELEVENTH RESPONDENT
THE NATIONAL LOTTERIES COMMISSION	TWELFTH RESPONDENT
GLORIA KHOZA	THIRTEENTH RESPONDENT

APPLICATION TO STRIKE OUT

TAKE NOTICE THAT the Fourth and Fifth Respondent will apply, at the hearing of this matter, for striking out of passages and annexures in and to the founding affidavit on the basis that it constitutes inadmissible hearsay evidence.

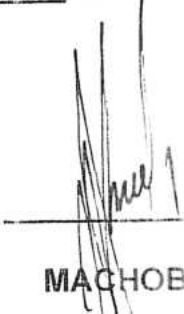
The following paragraphs or passages contained in the founding affidavit, as well as the following annexures and/or attachments on the basis that it constitutes inadmissible hearsay evidence, and/or attacks on credibility, and/or argumentative matter and/or scandalous and/or vexatious and/or irrelevant:

1. The entire contents of paragraphs 12.1 to 12.4 of the founding affidavit.
2. The following portion of paragraph 12.12 of the founding affidavit:

"Ms Khoza informed me that upon receipt of the R 15 000 000 she received a Call from Mr Sibanda who instructed her to transfer R 10 Million Rand into the account of Unicus (Pty) Ltd."

3. The entire contents of paragraph 12.14, 12.15, 12.20;
4. Annexure GS017;
5. The entire contents of paragraph 14.2 and sub-paragraphs thereto;
6. The entire contents of paragraph 16.8;
7. Annexure GS023;
8. The entire paragraph 17.2.2;
9. The entire paragraph 18.1;
10. The entire paragraph 20.3;

DATED AT PRETORIA ON THIS THE 11 DAY OF MARCH 2022.



MACHOBANE KRIEL INC
ATTORNEYS FOR THE 4TH, 5TH
RESPONDENT
179 LYNNWOOD ROAD,
BROOKLYN,
PRETORIA
Tel 012-362 1678
Ref: H Kriel/SA1121

TO: THE REGISTRAR OF THE ABOVE HONOURABLE
SPECIAL TRIBUNAL
Pretoria

AND TO: THE OFFICE OF THE STATE ATTORNEY – PRETORIA
APPLICANT'S ATTORNEYS
Salu Building, Ground Floor
316 Thabo Sehume Street, Pretoria
Private Bag X91, Pretoria, 0001
Tel: (012) 309 1578
Fax: (012) 1649/50

E-Mail: stzondi@justice.gov.za

stzondi@siu.org.za

Pretoria State Attorney Ref: Ms Stella Zondi

C/O The Office Of The State Attorney – Johannesburg

12th Floor, North State Building

95 Albertina Sisulu Road (Formerly Market Street)

C/O Kruis Street, Johannesburg

Johannesburg State Attorney Ref: Ms Nhlayisi

E-Mail: ZNhlayisi@justice.gov.za

StateAttorneyJohannesburg@justice.gov.za

AND TO: DEV MAHARAJ & ASSOCIATES

Attorneys for the Sixth & Ninth Respondents

5 St. Michaels Lane

Bryanston

Johannesburg

Tel: 011 709 2233

Email: devm@dmalaw.co.za

AND TO: MACHOBANE KRIEL INC

Attorneys for the Seventh Respondent

179 Lynnwood Road

Brooklyn, Pretoria

Tel: 012 362 1678

Email: litigasie2@machobanekriel.com

REF: HJ KRIEL/MSS/SA1121

"SRAFS"

14 February, 2011

Miss M Sibanda
Unit 60 Savannah
Johnmansfield Drive ,Ext 4
Mondeor
2091

Dear Miss Sibanda,

Welcome to our ever-growing number of satisfied SA Warranties motorists who today enjoy the cover afforded by our Mechanical Breakdown Insurance policy.

Please find your personal copy of the policy documentation incorporating the terms, conditions and policy benefits. Please read this policy document to ensure that you are aware of the benefits you enjoy, as well as the service requirements that you have to fulfil.

Policy Number : TS1016634
Policy Type : Regent Pearl Monthly Standard (2yr)Warranty
Vehicle Make : Honda
Vehicle Model : Jazz 1.4i DSI
Registration No : TPT581GP
Inception Date : 2011/05/18
Expiry Date : 2013/05/17
Cover Period : 24 months
Waiting Period : 1 Month
Benefit Category : B
Monthly Premium : R 195.00

Should you require any assistance or clarification of the policy terminology.

Contact:

Customer Care Department: - 087 806 5661
Claims Department: - 0860 92 77 26

We thank you for investing in the Regent Pearl Monthly Standard (2yr)Warranty policy and wish you many kilometres of trouble-free motoring.


Yours Sincerely,



CUSTOMER CARE DEPARTMENT

e-mail: customercare@sawarranties.co.za



"5RAF4"
010-37


Our reference: DIPUO LEFALADI

Your reference: 53054235

09/06/2011

Dear Sir/Madam

Paid in full

Client name: M SIBANDA
Contract number: 52848050001
Vehicle description: 2006 HONDA JAZZ 1.5
Engine number: L15A15001080
VIN number: JHMGD37406S200701

We hereby confirm that the abovementioned contract has been paid in full and Nedbank Limited has no further interest or right therein. We shall, however, be pleased to consider any further financing requirements that you may have now or in the future.

In terms of the Road Traffic Act you are obliged to register the vehicle in your name within 21 days, failing which penalties will be imposed by the registering authority concerned. For assistance with the registration contact your nearest licensing office.

Should you have any further enquiries, please do not hesitate to contact us on the telephone number and quoting the reference number provided above.

We assure you of quality service at all times.



Securities and Custodial Services
Manager



NEDBANK

SECURITIES AND CUSTODIAL SERVICES

Lower Ground Floor Nedbank Park 1 6 Press Avenue Selby Extension 15
PO Box 1144 Johannesburg 2000 South Africa
Tel 011 495 8911 Fax 011 495 8191/8200 www.nedbank.co.za

Nedbank Limited Reg No 1951/000009/06, VAT Reg No 4320116074, 135 Rivonia Road, Sandown, Sandton, 2196, South Africa.
Directors: Dr RJ Khoza (Chairman) MWT Brown (Chief Executive) TA Boardman TCP Chikane GW Dempster (Chief Operating Officer) MA Enus-Brey Prof B de L Figaji DI Hope** A de VC Knott-Craig WE Lucas-Bull NP Mnxasana RK Morathi (Chief Financial Officer) JK Netshitenzhe JVF Roberts* GT Serobe MI Wyman*
(*British) (**New Zealand)
Company Secretary: GS Nienaber 06.05.2011

We subscribe to the Code of Banking Practice of The Banking Association South Africa and, for unresolved disputes, support resolution through the Ombudsman for Banking Services. We are an authorised financial services provider. We are a registered credit provider in terms of the National Credit Act (NCR Reg 1010-37)



HONDA

"SRAFS"
010-38

28569

Honda South Africa (Pty) Ltd
111, 15th Road, Randjespark, Midrand
PO Box 7179, Halfway House, 1685
Telephone: +27 (0)11 847 9400
Fax: +27 (0)11 847 9429
www.honda.co.za
VAT no: 4560188494
Registration no: 2000/010675/07

SIBANDA M
UNIT 60 SAVANNAH
JOHN MASEFIELD DRIVE
MONDEOR EXT 4
2091

24 June 2011

Dear Honda Jazz owner

VIN: JHMGD37406S200701

As part of Honda's continuous quality monitoring activities, we have become aware that a safety defect exists in certain 2002 to 2008 year model Jazz vehicles.

Due to tight tolerance between the connectors in the headlight switch, accelerated wear may take place causing the low beam to lose connection. The circuit to the headlights may be impaired resulting in the low beam not working or going off during driving. The high beam will not be affected.

Please make an appointment with your Honda dealer to have your vehicle inspected for signs of wear and repaired if damage exists.

The work will be carried out free of charge and will take approximately one hour, but please make your vehicle available for half a day to assist with dealer scheduling.

Please accept our apologies for any inconvenience.

Kind regards,



Barrie Barnard
Proxy
Honda South Africa



Graham Eagle
Director: Sales and Marketing
Honda South Africa

Directors: Y Nakamura (Japanese), M G Eagle



010-38

"5KAT6"

RC1(7)(2005/02)

Republic of South Africa



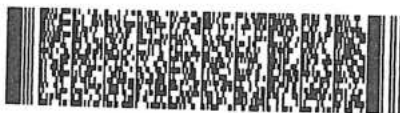
Republiek van Suid-Afrika

010-39 RC1

CERTIFICATE OF REGISTRATION IN RESPECT OF MOTOR VEHICLE (National Road Traffic Act, 1996)

SERTIFIKAAT VAN REGISTRASIE TEN OPSIGTE VAN MOTORVOERTUIG (Nasionale Padverkeerswet, 1996)

Registering authority	Johannesburg	Registrasie-owerheid	Johannesburg
Vehicle register number	HCV999S	Voertuigregisternommer	HCV999S
Vehicle identification number (VIN)	JHMGD37406S200701	Voertuigidentifikasienommer (VIN)	JHMGD37406S200701
Engine number	L15A15001080	Enjinnommer	L15A15001080
Make	HONDA	Fabrikaat	HONDA
Series name	JAZZ 1.5	Reeksnaam	JAZZ 1.5
Vehicle category	Light passenger mv (less than 12 persons)	Voertuigkategorie	Light passenger mv (less than 12 persons)
Driven	Self-propelled / Selfgedrewe	Aandrywing	Self-propelled / Selfgedrewe
Vehicle description	Hatch back / Luikrug	Voertuigbeskrywing	Hatch back / Luikrug
Tare (T): kg	990	Tarra (T): kg	990
Date of liability for first licensing (Not year model)	2006-05-30	Datum van aanspreeklikheid vir eerste lisensiering (Nie jaarmodel nie)	2006-05-30
Vehicle status	Used / Gebruik	Voertuigstatus	Used / Gebruik
Date liable for registration	2018-11-30	Datum aanspreeklik vir registrasie	2018-11-30
Last 3 licence numbers (most recent first, if available)	TPT581GP	Laaste 3 lisensienommers (jongste eerste, indien beskikbaar)	TPT581GP
TITLE HOLDER		TITELHOUER	
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie	RSA ID document / RSA ID dokument
Identification number	6904265385085	Identifikasienommer	6904265385085
Country of issue	South Africa / Suid-Afrika	Land van uitreiking	South Africa / Suid-Afrika
Name	SIBANDA J	Naam	SIBANDA J
OWNER		EIENAAR	
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie	RSA ID document / RSA ID dokument
Identification number	6904265385085	Identifikasienommer	6904265385085
Country of issue	South Africa / Suid-Afrika	Land van uitreiking	South Africa / Suid-Afrika
Name	SIBANDA J	Naam	SIBANDA J
Control number	4024047KK46P	Beheernommer	4024047KK46P
Issue number	01	Uitreikingsnommer	01
Date of issue	2018-11-30	Datum van uitreiking	2018-11-30
Registering authority at which registered	Johannesburg	Registrasie-owerheid waar geregistreeer	Johannesburg
RECEIPT		KWITANSIE	
Receipt number	4024053DSMML	Kwitansienommer	4024053DSMML
Transaction	Vehicle registration/Voertuigregistrasie	Transaksie	Vehicle registration/Voertuigregistrasie
Total amount received	R180.00	Totale bedrag ontvang	R180.00
Date	2018-11-30	Datum	2018-11-30



Received by	ZC GRIFFIN
Method of payment	Cash / Kontant
Number	4024
	2018-11-30 11:08:26

Ontvang deur
 Metode van betaling
 Nommer

BK 9004001 010-39

Z 579

IN THE SPECIAL TRIBUNAL ESTABLISHED IN TERMS OF SECTION 2(1) OF
THE SPECIAL INVESTIGATIONS UNIT AND SPECIAL TRIBUNALS ACT 74 OF 1996
(REPUBLIC OF SOUTH AFRICA)

CASE NO: GB/01/22

In the Ex Parte Application by:

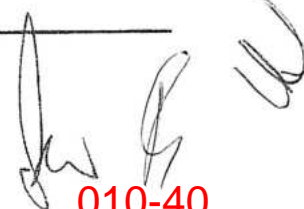
SPECIAL INVESTIGATING UNIT

APPLICANT

and

INQABA YOKULINDA	FIRST RESPONDENT
AUDREY BUYISIWE KHOZA	SECOND RESPONDENT
THEPO MONTSHO	THIRD RESPONDENT
UNICUS SOLU(IT)ONS (PTY) LTD	FOURTH RESPONDENT
JABULANE SIBANDA	FIFTH RESPONDENT
TERENCE MAGOGODELA	SIXTH RESPONDENT
BOITUMELO DIUTLWILENG	SEVENTH RESPONDENT
PHILEMON LETWABA	EIGHTH RESPONDENT
ALECK SKHOSANA	NINTH RESPONDENT
MARUBINI RAMATSEKISA	TENTH RESPONDENT
THABANG CHARLOTTE MAMPANE	ELEVENTH RESPONDENT
THE NATIONAL LOTTERIES COMMISSION	TWELFTH RESPONDENT
GLORIA KHOZA	THIRTEENTH RESPONDENT

CONFIRMATORY AFFIDAVIT



I, the undersigned,

MARIA SIBANDA

do hereby make oath and state that:

1. I am an adult female residing at Unit 60, Savannah Complex, 32 John Masefield Drive, Mondeor, Extension 4, Johannesburg, Gauteng Province.
- 2.1 I am duly authorised to depose to this confirmatory affidavit and the contents hereof fall within my personal knowledge and, unless specifically otherwise stated, are to the best of my belief true and correct.
- 2.3 I have read the answering affidavit of the fifth respondent and confirm the correctness thereof insofar as it relates to me.
3. I declare that I gave a Honda Jazz with registration number TPT581GP (the "Honda") to Jabulani Sibanda as a present on or about 30 November 2018.
4. I attach hereto the following documents confirming the above:
 - 4.1 Letter from SA Warranties (Pty) Ltd dated 14 February 2011 to Maria Sibanda, as annexure "MS1";



010-41

- 4.2 A Nebank letter dated 9 June 2011 to Maria Sibanda confirming that the financing contract has been paid in full, as annexure "MS2";
- 4.3 Letter from Honda South Africa (Pty) Ltd dated 24 June 2011 to Maria Sibanda, as annexure "MS3";
- 4.4 Registration document dated 30 November 2018 in my name as annexure "MS4".


 MARIA SIBANDA

I certify that the Deponent has acknowledged that she knows and understands the contents of this affidavit which was sworn to and signed before me at JHB on 11/03/2022, the regulations contained in Government Notice R1258 dated 21 July 1972 (as amended) having been complied with.



COMMISSIONER OF OATHS

Full name: _____
 Business address: _____
 Designation: _____
 Area: _____

FRANCO FAKU
 Suite 714 Park Road
 62 Marshall Street
 Marshall Town 2017
 Commissioner of Oaths
 Ex Officio
 Pretoria



"5PAF8"
010-43

More 4 U Marketing 52 cc t/a Bull's Eye Auto

2005/080242/23

TAX INVOICE

VAT No: 4360235057

381 Pretoria weg
Silverton
Posbus 26
Moretela Plaza
0167

TEL: 012 804 5580
FAX: 012 804 9366

INVOICE NO 4826
INVOICE DATE 15/03/2018

FINANCING INSTITUTION	
NAME	CASH "AS IS"
ADDRESS	
P.CODE	

DELIVERED ON YOUR BEHALF TO	
MR	J SIBANDA
ADDRESS	32A MOUNT STREET
	BRYONSTON
POSTCODE	2021

STOCKNO 4463

DEPOSIT PAID R0.00

REG.NO: ZHJ313GP MAKE: MERCEDES BENZ MODEL: E63 AMG
ENGINE NO: 15698360003511 CHASSISNR: WDB2110772B023977 KMS: 97000 YEAR: 2006
DATE SOLD: 15/03/2018 UNIT SOLD FOR (excl): R 236,403.51

MISCELLANEOUS ITEMS (VAT EXCLUSIVE)

ITEM NO	DESCRIPTION	AMOUNT
---------	-------------	--------

MISCELLANEOUS ITEMS TOTAL:	R 0.00
MERCEDES BENZ E63 AMG	R 236,403.51
SUBTOTAL:	R 236,403.51
VAT @ 14 %	R33,096.49
LICENCING AND REGISTRATION	R0.00
GRAND TOTAL	£269,500.00
DEPOSIT PAID	R0.00
TOTAL DUE	R269,500.00

010-43

010-44

15 KMT 1

RC1(7)(2005/02)

RC1

Republic of South Africa

Republiek van Suid-Afrika



CERTIFICATE OF REGISTRATION
IN RESPECT OF MOTOR VEHICLE
(National Road Traffic Act, 1996)

SERTIFIKAAT VAN REGISTRASIE
TEN OPSIGTE VAN MOTORVOERTUIG
(Nasionale Padverkeerswet, 1996)

Registering authority	Johannesburg	Registrasie-owerheid
Vehicle register number	HWX556S	Voertuigregisternommer
Vehicle identification number (VIN)	WDB2094772T077051	Voertuigidentifikasienommer (VIN)
Engine number	15698260003122	Enjinnummer
Make	MERCEDES-BENZ	Fabrikaat
Series name	A209	Reeksnaam
Vehicle category	Light passenger mv (less than 12 persons)	Voertuigkategorie
Driven	Self-propelled / Selfgedrewe	Aandrywing
Vehicle description	Coupe (open top) / Koepee (oop-kap)	Voertuigbeskrywing
Tare (T): kg	1875	Tarra (T): kg
Date of liability for first licensing (Not year model)	2006-10-10	Datum van aanspreeklikheid vir eerste lisensiering (Nie jaarmodel nie)
Vehicle status	Used / Gebruik	Voertuigstatus
Date liable for registration	2016-08-04	Datum aanspreeklik vir registrasie
Last 3 licence numbers (most recent first, if available)	VCW244GP	Laaste 3 lisensienommers (jongste eerste, indien beskikbaar)

TITLE HOLDER		TITELHOUER
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	6904265385085	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	SIBANDA J	Naam

OWNER		EIENAAR
Type of identification	RSA ID document / RSA ID dokument	Soort identifikasie
Identification number	6904265385085	Identifikasienommer
Country of issue	South Africa / Suid-Afrika	Land van uitreiking
Name	SIBANDA J	Naam
Control number	40240479JTTF	Beheernommer
Issue number	01	Uitreikingsnommer
Date of issue	2016-08-04	Datum van uitreiking
Registering authority at which registered	Johannesburg	Registrasie-owerheid waar geregistreer

RECEIPT		KWITANSIE
Receipt number	4024052Y8DG2	Kwitansienommer
Transaction	Vehicle registration/Voertuigregistrasie	Transaksie
Total amount received	R156.00	Totale bedrag ontvang
Date	2016-08-04	Datum



Received by	RE RAMOTEBELE	Ontvang deur
Method of payment	Cash / Kontant	Metode van betaling
Number		Nommer
4024	2016-08-04 14:41:18	

BF 9389192

Z 579

010-44

ISSUED WITHOUT ANY ALTERATIONS OR ERASURES

UITGEREIK SONDER ENIGE VERANDERINGS OF UITKRAPPINGS

**ADMISSION OF LIABILITY
AND
UNDERTAKING TO PAY IN INSTALMENTS**

I, the undersigned, **TSHIFHIWA TERRENCE MAGOGODELA**

Identity Number: 750410 6080 082

of 23 Marelu, Lyttleton, Centurion (hereinafter referred to as "debtor"),

admit to liability in respect of the Judgment Creditor's claim. I do hereby acknowledge myself to be truly and lawfully indebted to **Jabulani Sibanda** (hereinafter referred to as "the creditor"), in the sum of **R400 000-00 (FOUR HUNDRED THOUSAND HUNDRED RAND)** (hereinafter referred to as "the capital") being in respect of monies paid on my behalf to various creditors and monies for my personal use which amount I hereby undertake and promise to pay in the manner and on the conditions set out hereafter:

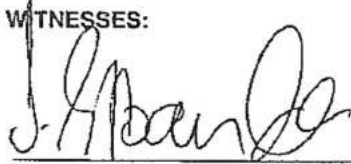
1. I agree and undertake to pay interest at the rate of 9% per annum from the 1 March 2018 on the balance outstanding. Such interest shall be calculated in advance on the balance outstanding on the first day of each and every month, until such time as the full amount of the capital, interest and costs shall have been paid.
2. I undertake to repay the capital amount together with the interest and costs as follows:
 - a. Payment in the sum of R2500-00 per month commencing on the 1 September 2018.
3. I undertake to pay upon all costs in connection with the drafting of this document and all stamp duties to the creditor or his attorneys.
4. I undertake to pay collection commission of ten per centum (10%) on each and every instalment in terms of this Acknowledgement of Debt.
5. In the event of legal action instituted by the Creditor for the recovery of any monies payable in terms hereof, I hereby consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944 as amended.
6. And I further agree that in the event of any legal action being instituted as stated above, I will pay the costs thereof on an Attorney and Client scale.
7. All payments made by me shall be allocated first to costs, then to interest and thereafter to the capital.
8. In the event of proceedings being instituted against me by any third party or in the event of my failing to pay any one instalment on due date, or in the event of my failing to pay any one instalment on due date, or in the event of my Estate being sequestrated, or surrendered or in the event of me committing an act of insolvency, the total capital amount due in terms hereof together with costs and interest incurred as aforesaid, shall become due and payable forthwith without further notice to me.
9. I hereby expressly renounce and waive all legal benefits and exceptions which may be available to me and I declare myself to be fully acquainted with the meaning and effect of such exceptions and of the renunciation thereof.
10. If two or more persons have signed this Acknowledgement of Debt, then we hereby agree that we shall be liable jointly and severally in solidum. Notwithstanding the fact that all references made here in are in the singular, such references shall include all of us where applicable.
11. I agree that, should I default in anyway, the Judgment Creditor may, without notice apply for:-

- 11.1 Judgment for the full balance then outstanding in terms hereof;
- 11.2 An order of payment thereof in terms of this offer.

12. I consent to an Emoluments Attachment Order being issued and undertake to pay any commission my employer may deduct.

DATED AT BRYANSTON THIS 1st DAY OF FEBRUARY 2018.

AS WITNESSES:

1. 

2. _____


DEBTOR-TERRENCE MAGOGODELA



"5RAF11"



SANDTON
PO BOX 62325 MARSHALLTOWN 2107
BizDirect: 0860109075

SANDTON
GROUND FLOOR, ALICE LANE
CNR. FREDMAN DRIVE & FIFTH STR
SANDTON
2196

SANDTON
PO BOX 62325
MARSHALLTOWN
GAUTENG
2107

010-47

07 September 2018
559918208

THE DIRECTOR
UNICUS SOLU(IT)ONS (PTY) LTD
PO BOX 355
WENDYWOOD
2144

SANDTON 9205
MONTHLY NO PRINT

Statement No 112
VAT Reg. No. 4900252554
Page 4 of 8

Statement Frequency MONTHLY

Statement from 08 August 2018 to 07 September 2018

BANK STATEMENT / TAX INVOICE

BUSINESS CURRENT ACCOUNT

Account Number **42 105 072 1**

Details	Service Fee	Debits	Credits	Date	Balance
BALANCE BROUGHT FORWARD					16.055,70
FEE - INSTANT MONEY ACC: 421050721 REF: 383121820	##	10,04-		08 28	16.045,66
BANK CHARGES 9319 !INTL. TRANS F4278193440859304	##	0,41-		08 28	16.045,25
IB PAYMENT TO SABC TV LICENCES 198556762	6,70	265,00-		08 29	15.780,25
IB PAYMENT TO MULTICHOICE-SA DSTV 198556762	13,25	1.150,00-		08 29	14.630,25
CREDIT TRANSFER 9516			50.000,00	08 30	64.630,25
CASHFOCUS PHAROAH AUTO INVEST GARAGE CARD PURCHASE 9294	5,55	300,05-		08 30	64.330,20
TOTAL RIVERCLU2010102340691722 PRE-PAID PAYMENT TO		29,00-		08 30	64.301,20
VOD PREPAID 0711046151 FEE - PRE-PAID TOP UP	##	1,11-		08 30	64.300,09
421050721 VOD PREPA 0711046151 AUTOBANK CASH WITHDRAWAL AT	91,00	5.000,00-		08 31	59.300,09
BP BRYAN 0270 17H02 440859304 IB PAYMENT TO	18,46	3.700,00-		08 31	55.600,09
VODACOM PTY LTD 198556762 IB PAYMENT TO	18,46	9.500,00-		08 31	46.100,09
M&M PLANT HIRE 198556762 ACCOUNT PAYMENT 9786	18,16	548,55-		08 31	45.551,54
EW COP EWC10002790 MONTHLY MANAGEMENT FEE	##	75,66-		08 31	45.475,88
ACC 421050721 SERVICE FEE	##	511,92-		08 31	44.963,96
ACC 421050721 AUTOBANK CASH WITHDRAWAL AT	91,00	5.000,00-		09 01	39.963,96
HOBART G H332 09H19 440859304 GARAGE CARD PURCHASE 9205	5,55	581,97-		09 01	39.381,99
S#BP BRYANSTON2010102340691722 GARAGE CARD PURCHASE 9204	5,55	820,90-		09 01	38.561,09
TOTAL RIVERCLU2010102340691722 CREDIT TRANSFER 9584			10.000,00	09 03	48.561,09
J Sibanda					

These fees include VAT at 14% up to 31 March 2018 and at 15% from 1 April 2018.

Please verify all transactions reflected on this statement and notify any discrepancies to the Bank as soon as possible.
It is also important that you have read and understood the latest applicable bank account terms and conditions available at www.standardbank.co.za.

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/06). Authorised financial services provider.
VAT Reg No. 4100105461 Registered credit provider (NCRCP15).
We subscribe to the Code of Banking Practice of the Banking Association South Africa and, for unresolved disputes, support resolution through the Ombudsman for Banking Services.

010-47

Morgan Slabbert

From: Morgan Slabbert
Sent: Friday, 11 March 2022 13:16
To: szondi@siu.org.za; stzondi@justice.gov.za; znhlayisi@justice.gov.za
Cc: devm@dmalaw.co.za; Tessa Janse van Vuuren
Subject: SA1121: SPECIAL INVESTIGATING UNIT // INQABA YOKULINDA & TWELVE OTHERS
Attachments: FILING NOTICE - ANSWERING AFFIDAVIT OF THE 4TH AND 5TH.pdf
Importance: High

Dear Sir/ Madam,

The abovementioned matter refers.

Kindly find appended hereto the answering affidavit of the fourth and fifth respondent under cover of a filing notice for your attention. Same to be uploaded to CaseLines.

Kindly take note that service is hereby effected in terms of Rule 4A(1)(c) of the Uniform Rules of Court.

We trust you find the above in order.

Kindly acknowledge written receipt hereof.

Yours truly,



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