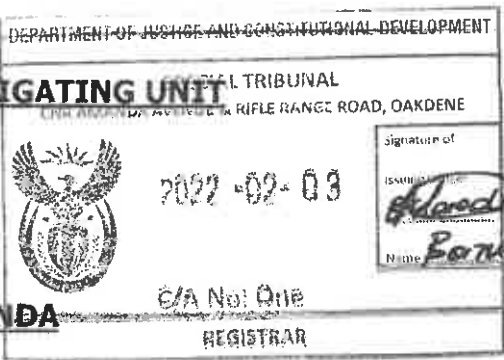


**IN THE SPECIAL TRIBUNAL ESTABLISHED IN TERMS OF SECTION 2 (1) OF  
THE SPECIAL INVESTIGATIONS UNIT AND SPECIAL TRIBUNALS ACT 74 OF  
1996  
(REPUBLIC OF SOUTH AFRICA)**

CASE NO.: SP/01/22

In the *Ex Parte* Application by:

<p><b><u>SPECIAL INVESTIGATING UNIT</u></b></p> <p>and</p> <p><b><u>INOABA YOKULINDA</u></b></p>		<p><b><u>Applicant</u></b></p> <p><b><u>First Respondent</u></b></p>
<p><b><u>AUDREY BUYISIWE KHOZA</u></b></p>		<p><b><u>Second Respondent</u></b></p>
<p><b><u>TSHEPO MONTSHO</u></b></p>		<p><b><u>Third Respondent</u></b></p>
<p><b><u>UNICUS SOLU(IT)ONS (PTY) LTD</u></b></p>		<p><b><u>Fourth Respondent</u></b></p>
<p><b><u>JABULANE SIBANDA</u></b></p>		<p><b><u>Fifth Respondent</u></b></p>
<p><b><u>TERENCE MAGOGODELA</u></b></p>		<p><b><u>Sixth Respondent</u></b></p>
<p><b><u>BOITUMELO DIUTLWILENG</u></b></p>		<p><b><u>Seventh Respondent</u></b></p>
<p><b><u>PHILEMON LETWABA</u></b></p>		<p><b><u>Eighth Respondent</u></b></p>
<p><b><u>ALECK SKHOSANA</u></b></p>		<p><b><u>Nineth Respondent</u></b></p>

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DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT

SPECIAL TRIBUNAL  
CNR AMANDA AVENUE & RIFLE RANGE ROAD, OAKDEN

2022-02-03

Signature of  
[Signature]  
[Name]

C/A No: One  
REGISTRAR

**MARUBINI RAMATSEKISA**

**Tenth Respondent**

**THABANG CHARLOTTE MAMPANE**

**Eleventh Respondent**

**THE NATIONAL LOTTERIES COMMISSION**

**Twelfth Respondent**

**GLORIA KHOZA**

**Thirteenth Respondent**

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**NOTICE OF MOTION:**

**APPLICATION IN TERMS OF RULES 12 AND 24 OF THE SPECIAL TRIBUNAL  
RULES: GN 569 OF 18 OCTOBER 2019: SPECIAL TRIBUNAL RULES  
(GOVERNMENT GAZETTE NO. 42783)**

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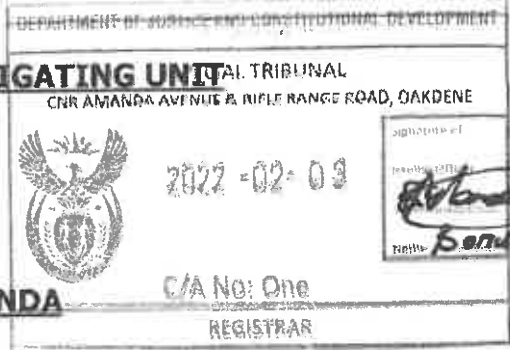
**KINDLY TAKE NOTICE THAT** an application will be made on behalf of the above-named Applicant, the Special Investigative Unit ("The SIU"), on a date and time to be arranged with the Registrar of the above-named Court, for an order in the following terms:

1. Non-compliance with the rules of this Tribunal in respect of times and manner of service is condoned, and the matter is heard as one of urgency in terms of Rule 12 of the Special Tribunal Rules and that this application is to be dealt with in Chambers and without prior notice to the First to Sixth Respondents in terms of Rule 24 (1);
2. Pending the institution and final determination of the proceedings of the Review

**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.: GP/01/22

In the *Ex Parte* Application by:

<b><u>SPECIAL INVESTIGATING UNIT</u></b>		<b><u>Applicant</u></b>
and		
<b><u>INQABA YOKULINDA</u></b>		<b><u>First Respondent</u></b>
<b><u>AUDREY BUYISIWE KHOZA</u></b>		<b><u>Second Respondent</u></b>
<b><u>TSHEPO MONTSHO</u></b>		<b><u>Third Respondent</u></b>
<b><u>UNICUS SOLU(TI)ONS (PTY) LTD</u></b>		<b><u>Fourth Respondent</u></b>
<b><u>JABULANI SIBANDA</u></b>		<b><u>Fifth Respondent</u></b>
<b><u>TSHIFHIWA TERRENCE MAGOGODELA</u></b>		<b><u>Sixth Respondent</u></b>
<b><u>BOITUMELO DIUTLWILENG</u></b>		<b><u>Seventh Respondent</u></b>
<b><u>PHILEMON RASEMATE LETWABA</u></b>		<b><u>Eighth Respondent</u></b>
<b><u>THANDISENZO ALECK SKHOSANA</u></b>		<b><u>Ninth Respondent</u></b>
<b><u>MARUBINI LIVINGSTONE RAMATSEKISA</u></b>		<b><u>Tenth Respondent</u></b>
<b><u>THABANG CHARLOTTE MAMPANE</u></b>		<b><u>Eleventh Respondent</u></b>
<b><u>GLORIA KHOZA</u></b>		<b><u>Twelfth Respondent</u></b>
<b><u>THE NATIONAL LOTTERIES COMMISSION</u></b>		<b><u>Thirteenth Respondent</u></b>

MPN



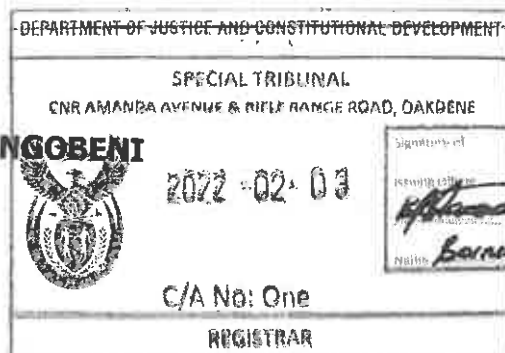
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**FOUNDING AFFIDAVIT:**  
**APPLICATION IN TERMS OF RULES 12 AND 24 OF THE SPECIAL TRIBUNAL**  
**RULES: GN 569 OF 18 OCTOBER 2019: SPECIAL TRIBUNAL RULES**  
**( GOVERNMENT GAZETTE NO. 42783 )**

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I, the undersigned:

**GODSAVE NGOBENI**



do hereby make state as follows:

1. I am adult male employed as a Chief Forensic Investigator by **SPECIAL INVESTIGATING UNIT** situated at 74 Watermeyer Street, Rentmeester Building, Meyerspark, Pretoria, Gauteng Province.
  
2. Save where otherwise indicated, the facts to which I depose are based on my personal knowledge and from the documentation under my control and are true and correct. To the extent that I rely on the facts which are not within my personal knowledge, I verily believe them to be true and correct and attach confirmatory and/or supporting affidavits where necessary. To the extent that I make submissions in respect of law, I am guided by the advice of the Applicants' legal representatives in this matter and make submissions relying

MW

PH

Application (and execution steps based on such outcome) to be instituted by the Applicant within 21 Court days of the date of this order, for the review and setting aside of the decision by the Eleventh Respondent to award Grant funding to the First Respondent and/or action against any other respondents to whom the Applicant has a claim against (which ever may occur last); an order be issued in accordance with the provisions of Rule 24 of the Special Tribunal Rules, in respect of all realisable assets of all the First to Sixth Respondents (listed in a Schedule marked "**Annexure A** "), with all the provisions thereof having immediate effect that:

- 2.1 The First to the Seventh Respondents or any other person with knowledge of the order sought, be prohibited from using, disposing, leasing, encumbering (including by granting rights of retention), transferring or dealing in any manner whatsoever (including entering into an agreement or undertaking to do any of the foregoing) with the realisable assets listed in "**Annexure A**" other than in accordance with this Order;
- 2.2 The First to the Seventh Respondents (including the present members of the First Respondent and director/s and shareholder/s of Fourth Respondent) be directed to disclose the whereabouts of the realisable assets of the First to the Seventh Respondents including motor vehicles to the representative/s of the SIU (or the SIU's duly appointed agent/s including the sheriff), alternatively to identify the motor vehicles if situated on their premises, immediately on service of this Order;

2.3 Such properties to be disclosed shall be subjected to the interdict, be surrendered to the curator *bonis* and be subject to his or her control and administration in terms of this order.

2.4 The realisable assets to be disclosed and surrendered to the curator *bonis* extends to:

2.4.1 the property in so far as it remains property held by the First to Sixth Respondents;

2.4.2 the property specified in the schedule of assets, attached as "**Annexure A**", in so far as it remains property held by the First to Sixth Respondents;

2.4.3 All other property held by the First to Sixth Respondents at the time of the granting of this order or subsequently, whether in their respective names or not, including all property held for or on behalf of the First to Sixth Respondents by any person or entity and further including the shareholding or members interest of the First to Sixth Respondents in any company or close corporation;

2.4.4 Any property held by any legal representative on behalf of the First to Sixth Respondents, in trust or in any other way whether received from the First to Sixth Respondents or a third party on

behalf of the First to Sixth Respondents before or after the granting of this order;

2.4.5 All property that would be realisable property, if transferred to the First to Sixth Respondents or to any third party on behalf of the First to Sixth Respondents, at any time after the granting of this order;

2.4.6 Provided that the following property, although bound to be disclosed, is excluded from the interdict and surrender provisions of the order sought:

2.4.6.1 Property referred to in paragraph 2.4.4 which has been specified and its source revealed in relation to which the curator bonis appointed under this order (the curator bonis) is satisfied by evidence under oath that the property is not realisable property;

2.4.7 Provided further that the following property, although bound to be disclosed and interdicted, is excluded from the surrender provisions of the order:

2.4.7.1 Such clothing, bedding, ordinary household furniture, kitchen and laundry appliances and utensils and other

articles (other than luxuries) as the curator bonis may consider to be reasonably needed for the day to day use of the respondents, pending the return day of the order;

3. The order made in paragraph 2 above shall operate with immediate effect until the final determination of the Main Review Application and/or action to be instituted by the Applicant against the respondent (which ever may occur last), subject to the following:

3.1.1 The order made in paragraph 2 shall not operate to prevent:

3.1.1.1 the Applicant from executing its mandate(s) (including the right to implement execution steps or seek forfeiture) in respect of the realisable assets set out in "**Annexure A**";

3.1.1.2 The First to Sixth Respondents from being ordered to release such realisable assets that are declared forfeited and/or due to the Applicant and/or the Eleventh Respondent as may be determined by this Tribunal.

4. The Respondents will 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, the 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. In such an event, the parties shall avail themselves to attend a judicial case management meeting as arranged by the Registrar of this Tribunal and/or the Registrar/Clerk of the Presiding Member of this Tribunal, where dates for the filing of further papers and the hearing of the reconsideration application shall be determined in terms of Rule 19 of the Special Tribunal Rules

5. **APPOINTMENT AND POWERS OF THE CURATOR BONIS – RULE 27 OF THE TRIBUNAL RULES.**

5.1 That **AVIWE N NDYAMARA** of **TSHWANE TRUST CO. (PTY) LTD** be appointed as the curator *bonis* in whom the rights, title and interest in all the assets of the First to Sixth Respondents will immediately vest, including, but not limited to, any shareholding, members' interest, loan accounts, movable and immovable assets ("the First to Sixth Respondents' assets") and without derogating from the generality thereof, the assets under interdict to include the assets listed in "**ANNEXURE A**" hereto ("the First to Sixth Respondents' known assets").

5.2 That the curator *bonis* be authorised to immediately in accordance with the provisions of Rule 27 of the Tribunal Rules and this order and to forthwith:

- 5.2.1 Assume control of the property and take such property into his or her custody;
  - 5.2.2 Take care of the said property;
  - 5.2.3 Administer the said property;
  - 5.2.4 To do any necessary act for that purpose; and
  - 5.2.5 Where the said property is a business or undertaking, carry on, with due regard to any law which may be applicable, the said business or undertaking.
- 5.3 That no-one, except the curator *bonis* may deal with the First to Sixth Respondents' assets, subject to the conditions and exceptions contained in this order, save with the prior written consent of the Applicant, which consent may not be unreasonably withheld;
- 5.4 That the curator *bonis* be authorised to take all steps necessary to ensure that shares and member's interest held by the First to Sixth Respondents, in each other or in any other entity, are transferred into the name of the curator *bonis*;

- 5.5 That, where shareholding or member's interest vests in the curator *bonis* as a result of this order, the curator *bonis* will have all the powers of a shareholder and member, including, but not limited to the power to hold shareholder / member's meetings and to remove and appoint directors;
- 5.6 To ensure that the value of the First to Sixth Respondents' assets be maintained, the curator *bonis* be authorised and may take control of all bank accounts and investments held in the name of any one or more of the First to Sixth Respondents in order to manage the flow of funds;
- 5.7 The First to Sixth Respondents may not enter into any agreement for the dissipation or encumbering of their assets without the prior written consent of the curator *bonis* and without limiting the generality of the aforesaid, the First to Sixth Respondents are precluded from entering into any cession agreements or transfer of awarded tenders or contracts or any other agreements relating to such tenders awarded or contracts, without the written authorisation of the curator *bonis*.
- 5.8 The First to Sixth Respondents and the present directors, shareholders, members of the close corporations, and trustees of the First to Sixth Respondents are ordered to:-

- 5.8.1 immediately deliver to the curator *bonis* all relevant material ("*books and records*") in the First to Sixth Respondents' possession or under their control, that relate to the affairs of the First to Sixth Respondents;
- 5.8.2 inform the curator *bonis* as to the whereabouts of books and records that are not in the possession of or under control of the First to Sixth Respondents, to the extent that the First to Sixth Respondents are aware of the whereabouts of such books and records of the First to Sixth Respondents, or how it can be ascertained where they are and to assist the curator *bonis* to obtain access thereto, and if possible, possession thereof;
- 5.8.3 to comply with the legislation regulating the director's / shareholder's / member's functions and obligations;
- 5.8.4 to assist, and co-operate with the curator *bonis* as may reasonably be required and to provide the curator *bonis* with information about the First to Sixth Respondents' business affairs as may be reasonably required, including full particulars of all insurance contracts in respect of the assets of the First to Sixth Respondents, this information must be furnished to the

curator *bonis* forthwith;

5.9 To the extent that the directors or members act in accordance with the instructions of the curator *bonis*, he/she will be indemnified by the curator *bonis* for any responsibility or liability resulting from the duties of a director / member as set out in section 76 and the liabilities set out in section 77, other than section 77(3)(a), (b) and (c) of the Companies Act 2008.

5.10 That, any person having books and records or assets of any one or more of the First to Sixth Respondents in his/her possession, must, subject to what is provided for below, when this order comes to that person's knowledge, notify the curator *bonis* of the fact that such are in his/her possession and hand such to the curator *bonis* on demand, or within such time as the curator *bonis* may allow and, should that, for any valid reason, not be possible, or should the person have a right to retain possession, then such person must make the documents or assets available to the curator *bonis* for inspection and supply the curator *bonis* with copies of any document pertaining to any one or more or all of the First to Sixth Respondents, on demand by the curator *bonis*.

5.11 That no person may remove any item from the premises of any property owned or occupied by the First to Sixth Respondents, without the

permission of the curator *bonis*, such permission may not be withheld unreasonably.

5.12 That the curator *bonis* be authorised, in order to give effect to this order, to interview the First to Sixth Respondents and/or employees of the First to Sixth Respondents, who are obliged to furnish the curator *bonis* with full particulars of all the First to Sixth Respondents' assets and how such assets were acquired, within seven days of service of the provisional order on the First to Sixth Respondents.

5.13 That, in order to give effect to this order, the curator *bonis* is authorised, to interview any person, who may have knowledge of the whereabouts of the assets of the First to Sixth Respondents.

5.14 A copy of the letter of acceptance and the detailed resume of the *curator bonis* is annexed to these papers as "**Annexure B**".

## 6. **GUARDS.**

~~6.1~~ The curator *bonis*, will, in her sole discretion, be entitled to replace any guards at any gates or elsewhere on properties with guards under their command, provided that any guard in the employ of the First to Sixth Respondents, will be entitled to continue to receive compensation or

remuneration and other benefits in accordance with his or her conditions of employment until such is duly terminated in terms of the applicable laws and only if the curator *bonis* is of the opinion that such termination is necessary in the interests of the First to Sixth Respondents concerned.

6.2 The guards will have those powers that the curator *bonis* entrusts to them, within the bounds of what is reasonable and generally acceptable.

## 7. **MOTOR VEHICLES.**

7.1 Within seven days of the granting of this order, all motor vehicles belonging to the First to Sixth Respondents must be delivered to the curator *bonis*. Pending such delivery such motor vehicles may be used by the person presently entitled to use such vehicle, provided that before any such use the curator *bonis* be satisfied, by presentation to him of such proof as he may reasonably require that the vehicle is properly insured in favour of the First to Sixth Respondents and that the vehicle will only be used in terms of the restrictions of such insurance policy.

7.2 In case of no insurance existing, the curator *bonis* may, at the cost of such Respondent, obtain such insurance, after which the said vehicle

may be utilised as provided for above.

8. **ACCESS, INVENTORIES OF ASSETS AND PHOTOGRAPHS.**

- 8.1 In addition to any other powers set out elsewhere herein, the curator *bonis* will be entitled on 24 hours' notice to the occupant in control to access any dwelling or business premises occupied by the First to Sixth Respondents for the purpose of inspection of the premises and the making of an inventory of all movable items and fixtures and fittings.
- 8.2 The curator *bonis* may take photos and may make a video recording. The curator *bonis* will be entitled to request any person to give him information, if any, and to give information in respect of any claim of right to possess any article.
- 8.3 The said inspection may only be conducted during normal office hours with due regard to any reasonable request by the occupant and for the dignity and privacy of the occupants.
- 8.4 Any occupant whose residence is to be inspected in terms hereof, must be furnished with a copy of this order and his or her attention should be drawn to the relevant provisions hereof.



9. **SALE OF ASSETS.**

The curator *bonis* may not proceed with the disposal of assets unless the Tribunal or any competent court of Law entitles the Applicant to instruct the curator *bonis* to do so, or the operation of the law so permits.

10. **TRANSFER OF POWERS OF CURATOR *BONIS* AND TERMINATION THEREOF.**

10.1 That the powers of the curator *bonis* will continue, subject to the provisions of this order, for as long as it is required to finalize the application for the review and setting aside of the decision to award a Funding Grant to the First Respondent.

10.2 That the powers of the curator *bonis* may be amended or terminated on application by any interested party on application to this Honourable Court.

11. **THE COSTS OF CURATOR *BONIS* IN THE IMPLEMENTATION OF THIS ORDER.**

11.1 That the costs of the curator *bonis*, occasioned by and incurred in the implementation of this order, be paid by the First to Sixth Respondents

jointly and severally. That such costs to include: -

11.1.1 Costs occasioned by the curator *bonis* in respect of services rendered by her in the execution and implementation of this order;

11.1.2 The curator *bonis*' fees; and

11.1.3 Costs occasions by the curator *bonis* for monies disbursed by her in order to obtain support and advisory services in his capacity as curator *bonis*, in the execution and implementation of this order.

12. **LIABILITY OF THE CURATOR *BONIS*.**

The curator *bonis* will be liable for any damages caused by her as result of acting *ultra vires* or unreasonably in executing his duties in terms of this order and the applicant will be responsible to ensure that any damage suffered as a result of the curator *bonis* not having put up security for compliance with his duties in terms of this order, will be mitigated.

13. **COSTS OF THIS APPLICATION.**

That the costs of this application will be paid by the First to Sixth Respondents jointly and severally, except for such costs that may be occasioned by the opposition to this application by any other party.

14. **SERVICE OF ORDER AND APPLICATION.**

14.1 That this order, together with a copy of the application, must be served upon the Respondents as soon as the curator *bonis* is satisfied that service will not frustrate the proper execution of the order.

14.2 The Applicant may approach this Tribunal on supplemented papers for a variation or extension of the order above.

15. **NOTICE OF OPPOSITION AND FILING OF FURTHER AFFIDAVITS.**

15.1 That if any of the Respondents, or any other person affected by this order, wishes to oppose the confirmation of this order on the return date, as provided for herein, such Respondent or affected person wishing to oppose must within **14 days** of the service of the order on the Respondents or of the date on which an affected person gains knowledge thereof, give written notice of intention to oppose to the Applicant's attorneys, and in such an event, the normal rules and practice directives applicable to applications and filing of affidavits will

apply.

15.2 That nothing in this order shall detract from the right of any of the Respondents or of any other person affected by this order to anticipate the return date.

15.3 That if any person having an interest in the property which is the subject of the interdict has delivered an appearance to oppose the interdict or has delivered an application for an order to exclude his or her interest in the property under such order of the interdict in terms of Rule 24(7) and thereafter the Registrar of this Tribunal and/or the Registrar/Clerk of the Presiding Member of this Tribunal shall arrange date(s) for a judicial case management meeting with the parties.

15.4 In the event, any of the First to Sixth Respondents apply for the reconsideration of this order or any part thereof in terms of Rule 12(9) of the Special Tribunal Rules, the parties shall avail themselves to attend a judicial case management meeting as arranged by the Registrar of this Tribunal and/or the Registrar/Clerk of the Presiding Member of this Tribunal, where dates for the filing of further papers and the hearing of the reconsideration application shall be determined in terms of Rule 19 of the Special Tribunal Rules.

16. **LIVING EXPENSES [RULE 23(7(A) OF THE TRIBUNAL RULES]**

16.1 If any of the Respondent satisfies the Court that:-

16.1.1 He/she has made full disclosure under oath of all his/her direct or indirect interest in assets that are subject to the order; and

16.1.2 He/she cannot meet his/her reasonable living expenses or that of his/her legal dependants out of his/her unrestrained assets;

16.2 Then, the curator *bonis* shall release such of the realisable property within his control as may be directed by the Court to meet the reasonable current and prospective living expenses of such Respondent and his/her family or household.

16.3 That the Applicant is granted leave to, if required, approach this court to vary this order on the same papers and to file whatever additional affidavits that may be required.

16.4 Further and/or alternative relief.

**KINDLY TAKE NOTICE** that the affidavit of **GODSAVE NGOBENI** and annexures thereto, will be used in support of this application.

**FURTHER TAKE NOTICE** that the Applicant has appointed the offices of the **STATE ATTORNEY-PRETORIA**, situated at SALU Building, Thabo Sehume Street, Pretoria, Gauteng at which address the Applicant will accept service of all process in this matter.

**SIGNED** at **PRETORIA** on this **3** day of **FEBRUARY 2022**.

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**THE OFFICE OF THE STATE ATTORNEY – PRETORIA  
APPLICANT’S ATTORNEYS**

SALU Building, Ground Floor, 316 Thabo Sehume Street, Pretoria  
Private Bag X 91, Pretoria, 0001

Tel: (012) 309 1578, Fax: (012) 309 1649/50

**E-MAIL: [stzondi@justice.gov.za](mailto:stzondi@justice.gov.za) / [stzondi@siu.org.za](mailto:stzondi@siu.org.za)**

**Pretoria State Attorney Ref: Ms Stella Zondi**

**CARE OF THE OFFICE OF THE STATE ATTORNEY – JOHANNESBURG**

12<sup>th</sup> Floor, North State Building, 95 Albertina Sisulu Road (formerly Market Street),  
Corner of Kruis Street, Johannesburg

Johannesburg State Attorney Ref: Ms Nhlayisi

**E-mail: [ZNhlayisi@justice.gov.za](mailto:ZNhlayisi@justice.gov.za) / [StateAttorneyJohannesburg@justice.gov.za](mailto:StateAttorneyJohannesburg@justice.gov.za)**

**TO: THE REGISTRAR OF THE ABOVE HONOURABLE  
SPECIAL TRIBUNAL  
PRETORIA**

**AND TO: INQABA YOKU LINDA**

FIRST RESPONDENT

13141 Martinus Smuts Drive,

Diepkloof, Zone 1,

Soweto Gauteng

*[SERVICE BY SHERIFF]*

**AND TO: AUDREY BUYISIWE KHOZA**

SECOND RESPONDENT

109 COLOMBINE AV, MONDEOR,

JOHANNESBURG, GAUTENG, 209

*[SERVICE BY SHERIFF]*

**AND TO: TSHEPO A MONTSHO**

THIRD RESPONDENT

1611 Piet Retief RD, Honeydew,

Johannesburg, Gauteng, 2170

*[SERVICE BY SHERIFF]*

**AND TO: UNICUS SOLU(IT)ONS (PTY) LTD**

FOURTH RESPONDENT

Regus Centurion, Southdowns Ridge Office Park,

Irene,

Pretoria

*[SERVICE BY SHERIFF]*

**AND TO: JABULANE SIBANDA**

FIFTH RESPONDENT

159 Wilton Avenue,

Bryanston,

Johannesburg

*[SERVICE BY SHERIFF]*

**AND TO: TERENCE MAGOGODELA**

SIXTH RESPONDENT

Villa Marela,

23 Bernini Crescent,

Gauteng.

*[SERVICE BY SHERIFF]*

**AND TO: BOITUMELO DIUTLWILENG**

SEVENTH RESPONDENT

159 Wilton Avenue,

Bryanston,

Johannesburg

*[SERVICE BY SHERIFF]*



**AND TO: PHILEMON LETWABA**

EIGHTH RESPONDENT

120 Wildwood Way,

Silverwoods Country Estate,

Pretoria

*[SERVICE BY SHERIFF]*

**AND TO: ALECK SKHOSANA**

NINETH RESPONDENT

address

[SERVICE BY SHERIFF]

**AND TO: MARUBINI RAMATSEKISA**

TENTH RESPONDENT

2364 PYP Street,

Kempton Park,

Gauteng,

*[SERVICE BY SHERIFF]*

**AND TO: THABANG CHARLOTTE MAMPANE**

ELEVENTH RESPONDENT

40 Gail Street, Roodepoort,

Gauteng, 1724.

*[SERVICE BY SHERIFF]*

**AND TO: THE NATIONAL LOTTERIS COMMISSION**

TWELVETH RESPONDENT

Block D, Hatfield Gardens,

333 Grosvenor Street

Pretoria,

*[SERVICE BY SHERIFF]*

**AND TO: GLORIA KHOZA**

THIRTEENTH RESPONDENT

594 Retief Place Eagle CA,

Randburg

*[SERVICE BY SHERIFF]*

**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.: \_\_\_\_\_

In the *Ex Parte* Application by:

**SPECIAL INVESTIGATING UNIT**

**Applicant**

and

**INOABA YOKULINDA**

**First Respondent**

**AUDREY BUYISIWE KHOZA**

**Second Respondent**

**TSHEPO MONTSHO**

**Third Respondent**

**UNICUS SOLU(IT)ONS (PTY) LTD**

**Fourth Respondent**

**JABULANI SIBANDA**

**Fifth Respondent**

**TSHIFHIWA TERRENCE MAGOGODELA**

**Sixth Respondent**

**BOITUMELO DIUTLWILENG**

**Seventh Respondent**

**PHILEMON RASEMATE LETWABA**

**Eighth Respondent**

**THANDISENZO ALECK SKHOSANA**

**Ninth Respondent**

**MARUBINI LIVINGSTONE RAMATSEKISA**

**Tenth Respondent**

**THABANG CHARLOTTE MAMPANE**

**Eleventh Respondent**

**GLORIA KHOZA**

**Twelfth Respondent**

**THE NATIONAL LOTTERIES COMMISSION**

**Thirteenth Respondent**

*M.N.*

*A.*

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**FOUNDING AFFIDAVIT:**

**APPLICATION IN TERMS OF RULES 12 AND 24 OF THE SPECIAL TRIBUNAL  
RULES: GN 569 OF 18 OCTOBER 2019: SPECIAL TRIBUNAL RULES  
(GOVERNMENT GAZETTE NO. 42783)**

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I, the undersigned:

**GODSAVE NGOBENI**

do hereby make state as follows:

1. I am adult male employed as a Chief Forensic Investigator by **SPECIAL INVESTIGATING UNIT** situated at 74 Watermeyer Street, Rentmeester Building, Meyerspark, Pretoria, Gauteng Province.
2. Save where otherwise indicated, the facts to which I depose are based on my personal knowledge and from the documentation under my control and are true and correct. To the extent that I rely on the facts which are not within my personal knowledge, I verily believe them to be true and correct and attach confirmatory and/or supporting affidavits where necessary. To the extent that I make submissions in respect of law, I am guided by the advice of the Applicants' legal representatives in this matter and make submissions relying

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on such advice.

3. I am authorised by virtue of my position and competent to depose to this affidavit on behalf of the Applicant and to seek the relief contained in the Notice of Motion. In this regard, I refer to a copy of the delegation annexed hereto and marked "**ANNEXURE GS 001**".
  
4. Where materially relevant evidence is referred to without any accompanying confirmatory affidavit, I respectfully request that same be admitted in terms of section 3 of the Law of Evidence Amendment Act 45 of 1988 on the basis that it is in the interest of justice to do so.
  
5. In this affidavit I will, after identifying the parties, thematically deal with the issues as follows:
  - 5.1 First, the purpose of this application;
  
  - 5.2 Second, the legislative framework from which this application finds context;
  
  - 5.3 Third, the relevant factual background;

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- 5.4 Fourth, I will identify the necessary flow of funds to establish factual basis for the relief sought; and
- 5.5 Fifth, I will address the relief sought;
- 5.6 Sixth; the review application to be instituted for the setting aside of the decision to grant/allocate funds to First Respondent;
- 5.7 Lastly, I will deal with the procedural aspects as well as the conclusion.

## **PARTIES**

### **6 THE APPLICANT.**

- 6.1 The Applicant is the **SPECIAL INVESTIGATING UNIT** established in terms of section 2 of **THE SPECIAL INVESTIGATING UNITS AND SPECIAL TRIBUNALS ACT NO. 74 OF 1996 ("THE SIU")** situated at 74 Watermeyer Street, Rentmeester Building, Meyerspark, Pretoria, Gauteng Province.

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## 7 THE RESPONDENTS.

7.1 The First Respondent is **INQABA YOKULINDA (NPO)** with registration number (REG NO. 029442 NPO). A Non-profit organization registered in 2004 with the Department of Social Development on 12 October 2004. The NPO's registration address is 13141 Martinus Smuts Drive, Diepkloof, Zone 1, Soweto, Gauteng Province.

7.2 The Second Respondent is **AUDREY BUYISIWE KHOZA**, an adult female with Identification Number 771028 0272 086. Ms Khoza is the Chief Executive Officer of the Inqaba Yokulinda residing at 109 Colombine Avenue, Mondeor, Johannesburg, Gauteng Province.

7.3 The Third Respondent **TSHEPO MONTSHO**, an adult male and the treasurer of Inqaba Yokulinda. He is the joint signatory to Inqaba Yokulinda's bank account with residential address at Impala, 1611 Piet Retief Road, Honeydew, Johannesburg, Gauteng Province, 2170

7.4 The Fourth Respondent is **UNICUS SOLU(IT)ONS (PTY) LTD**, Registration No. 2006/003513/07. A private company registered in terms of the laws of the Republic of South Africa with its registered address at 45 Commaile Street, Melkbosstrand 7441 and its place of business at Regus Centurion, Southdowns Ridge Office Park, Irene, Pretoria, Gauteng Province.

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- 7.5 The Fifth Respondent is **JABULANI SIBANDA**, an adult businessman and director of Unicus Solu(it)ons (Pty) Ltd. His residential address is 159 Wilton Avenue, Bryanston, Johannesburg, Gauteng Province.
- 7.6 The Sixth Respondent is **TSHIFHIWA TERRENCE MAGOGODELA**, an official of Athletics South Africa, whose residential address is at 117 Shale Avenue, Zwartkop X 08, 0157, Gauteng Province.
- 7.7 The Seventh Respondent is **BOITUMELO DIUTLWILENG**, an associate or relative of the Fifth Respondent, and who, for purposes of this application, was a beneficiary of the funds received from the Twelfth Respondent. Ms Diutlwileng resides at 159 Wilton Avenue, Bryanston, Johannesburg, Gauteng Province.
- 7.8 The Eight Respondent is **PHILEMON RASEMATE LETWABA**, an official of the National Lotteries Commission, whose residential address is at 120 Wildwood Way, Silverwoods Country Estate, Pretoria, Gauteng Province.
- 7.9 The Ninth Respondent **THANDISENZO ALECK SKHOSANA**, an official of the Athletics South Africa, whose residential address is unknown to the Applicant but who will, for purposes of this application, be served at his place of employment at Athletics House, No.3, 11<sup>th</sup> Avenue, Houghton Estate, Johannesburg, Gauteng Province.

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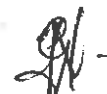


- 7.10 The Tenth Respondent is **MARUBINI LIVINGSTONE RAMATSEKISA**, an adult male official of the National Lotteries Commission residing at 2364 Pyp Street, Kempton Park, Gauteng Province.
- 7.11 The Eleventh Respondent is **THABANG CHARLOTTE MAMPANE**, official of the National Lotteries Commission, whose residential address is 40 Gail Street, Roodepoort, Gauteng Province.
- 7.12 The Twelfth Respondent is **GLORIA KHOZA**, an adult female businesswoman and associate of the Second Respondent, with residential address at 594 Retief Place Eagle CA, Randburg, Gauteng Province.
- 7.13 The Thirteenth Respondent is the **NATIONAL LOTTERIES COMMISSION ("The NLC")**. An organ of state housed under the Department of Trade and Industry whose place of business is at Block D, Hatfield Gardens, 333 Grosvenor Street Pretoria, Gauteng Province.

## 8 **THE PURPOSE OF THIS APPLICATION**

The application is brought in terms of Rules 12 and 24 of the Rules for the Conduct of Proceedings in the Special Tribunal for an order in the following terms:

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8.1 Non-compliance with the rules of this Tribunal in respect of times and manner of service is condoned, and the matter is heard as one of urgency in terms of Rule 12 of the Special Tribunal Rules and that this application is to be dealt with in Chambers and without prior notice to the First to Seventh Respondents in terms of Rule 24 (1);

8.2 Pending the institution and final determination of the proceedings of the Review Application (and execution steps based on such outcome) to be instituted by the Applicant within 21 days of the date of this order, for the review and setting aside of the decision by the Thirteenth Respondent to award Grant Funding to the First Respondent and/or action against any other respondents to whom the Applicant has a claim against (which ever may occur last); an order be issued in accordance with the provisions of Rule 24 of the Special Tribunal Rules, in respect of all realisable assets of all the First to Seventh Respondents (listed in a Schedule marked "**Annexure A**"), with all the provisions thereof having immediate effect that:

8.2.1 The First to the Seventh Respondents or any other person with knowledge of the order sought, be prohibited from using, disposing, leasing, encumbering (including by granting rights of retention), transferring or dealing in any manner whatsoever (including entering into an agreement or undertaking to do any of

the foregoing) with the realisable assets listed in "**Annexure A**" other than in accordance with this Order;

8.2.2 The First to Seventh Respondents (including the present members of the First Respondent and director/s and shareholder/s of Fourth Respondent) be directed to disclose the whereabouts of the realisable assets of the First to Seventh Respondents including motor vehicles to the representative/s of the SIU (or the SIU's duly appointed agent/s including the sheriff), alternatively to identify the motor vehicles if situated on their premises, immediately on service of this Order;

8.2.3 Such properties to be disclosed shall be subjected to the interdict, be surrendered to the curator *bonis* and be subject to his or her control and administration in terms of this order.

8.3 The realisable assets to be disclosed and surrendered to the curator *bonis* extends to:

8.3.1 the property in so far as it remains property held by the First to Seventh Respondents;

8.3.2 the property specified in the schedule of assets, attached as

**"Annexure A"**, in so far as it remains property held by the First to Seventh Respondents;

8.3.3 All other property held by the First to Seventh Respondents at the time of the granting of this order or subsequently, whether in their respective names or not, including all property held for or on behalf of the First to Seventh Respondents by any person or entity and further including the shareholding or members interest of the First to Seventh Respondents in any company or close corporation;

8.3.4 Any property held by any legal representative on behalf of the First to Seventh Respondents, in trust or in any other way whether received from the First to Seventh Respondents or a third party on behalf of the First to Seventh Respondents before or after the granting of this order;

8.3.5 All property that would be realisable property, if transferred to the First to Seventh Respondents or to any third party on behalf of the First to Seventh Respondents, at any time after the granting of this order;

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8.3.6 Provided that the following property, although bound to be disclosed, is excluded from the interdict and surrender provisions of the order sought:

8.3.6.1 Property referred to in paragraph 8.3.4 which has been specified and its source revealed in relation to which the curator bonis appointed under this order (the curator bonis) is satisfied by evidence under oath that the property is not realisable property;

8.3.7 Provided further that the following property, although bound to be disclosed and interdicted, is excluded from the surrender provisions of the order:

8.3.7.1 Such clothing, bedding, ordinary household furniture, kitchen and laundry appliances and utensils and other articles (other than luxuries) as the curator bonis may consider to be reasonably needed for the day to day use of the defendants, pending the return day of the order;

9 The order made in paragraph 8.2 to 8.3 above shall operate with immediate effect until the final determination of the Main Review Application and/or action to be instituted by the Applicant against the respondents (which ever may occur last), subject to the following:

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9.1.1 The order made in paragraph 8.2 shall not operate to prevent:

9.1.1.1 the Applicant from executing its mandate(s) (including the right to implement execution steps or seek forfeiture) in respect of the realisable assets set out in "**Annexure A**";

9.1.1.2 The First to Seventh Respondents from being ordered to release such realisable assets that are declared forfeited and/or due to the Applicant and/or the Twelfth Respondent as may be determined by this Tribunal.

9.2 That the respondents are called upon to show cause, if any, on the return day, being **Tuesday 01 March 2022** why the order should not be made final;

9.3 The application is coupled with ancillary relief for the appointment of a *curator bonis* in terms of Rule 27 of the Rules of the Special Tribunal.

## 10 **THE LEGAL FRAMEWORK.**

10.1 The SIU is an organ of state established in terms of s 2(1)(a) of the Special Investigating Units and Special Tribunals Act 74 of 1996 (the SIU Act), by Proclamation R118 of 31 July 2001.

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10.2 The President of the Republic of South Africa may, whenever he deems it necessary refer a matter to the SIU for investigation on account of the following grounds:

10.2.1 Improper or unlawful conduct by employees of any State institutions;

10.2.2 Unlawful, irregular or unapproved acquisitive act, transaction, measure or practice having a bearing upon State property;

10.2.3 Intentional or negligent loss of public money;

10.2.4 Offences referred to in Part 1 to 4, or section 17, 20 or 21 of Chapter 2 of the Prevention and Combating of Corrupt Activities Act, 2004 and which offences was committed in connection with the affairs of the State; or

10.2.5 Unlawful or improper conduct by any person which has caused serious harm to the interest of the public or any category thereof.

10.3 The SIU has the power, inter alia, to institute and conduct civil proceedings in a Special Tribunal or any court of law for –

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10.3.1 any relief to which the State institution concerned is entitled, including the recovery of any damages or losses and the prevention of potential damages or losses which may be suffered by such a State institution;

10.3.2 any relief relevant to any investigation; or

10.3.3 any relief relevant to Government Gazette No. 22531 of 31 July 2001.

10.4 It also may institute and conduct civil proceedings in its own name or on behalf of a State institution in a Special Tribunal or any court of law.

10.5 Rule 24 of the Rules of the Tribunal deals with interdicts concerning disputed property located in the Republic of South Africa and provides as follows:

10.5.1 Any interested person or party including the SIU may by way of an *ex parte* application apply to the Tribunal for an order prohibiting any person, subject to such conditions and exceptions as may be specified in the order, from dealing in any manner with any property.

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10.5.2 The application must demonstrate that the property concerned constitutes the proceeds of unlawful activities emanating from the findings of an investigation conducted by SIU, pursuant to a proclamation made by the President relevant to that investigation, in terms of section 2 (1) of the Act.

10.5.3 The Tribunal, at the time of granting an interdict, may at the same time make an order authorising the seizure of the property concerned by a police official, and any other ancillary orders that the Tribunal considers appropriate for the proper fair and effective execution of the prohibition order.

10.5.4 Property seized under this Rule shall be dealt with in accordance with the directions of the Tribunal.

10.5.5 Where the Tribunal orders an interdict on the use of a property, the SIU shall, as soon as is practicable after granting the order-

10.5.5.1 give notice of the order to all persons known to the SIU to have an interest in property which is subject to the order; and

10.5.5.2 publish a notice of the order in the *Gazette*.

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10.6 Rule 27 of the Rules of the Tribunal deals with the appointment of a Curator *Bonis* and provides that where the Special Tribunal grants an interdict order, the Special Tribunal may at any time appoint a curator *bonis* who shall, after the issuing of letters of curatorship—

10.6.1 assume control of the property and take such property into his or her custody;

10.6.2 take care of the said property;

10.6.3 administer the said property;

10.6.4 and to do any necessary act for that purpose;

10.6.5 where the said property is a business or undertaking, carry on, with due regard to any law which may be applicable, the said business or undertaking.

10.7 The Tribunal may order the person against whom the interdict order has been granted or any person holding property subject to the interdict order, to surrender forthwith, or within such period as that the Tribunal may determine, any such property into the custody of the *curator bonis*.

10.8 This application is brought in terms of the aforementioned rules.

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11 **FACTUAL BACKGROUND.**

11.1 The SIU received a mandate through Proclamation R32 on 06 November 2020 to investigate, inter alia:

11.1.1 Maladministration in the affairs of the National Lotteries Commission in relation to –

11.1.1.1 Investment of funds in the National Lotteries Distribution Trust Funds, established in terms of section 21 of the Lotteries Act, 57 of 1997;

11.1.1.2 Allocation of money in the fund referred to above to beneficiaries who were not entitled thereto in terms of lotteries Act, 1997, including the causes of such maladministration.

11.1.2 Any improper or unlawful conduct by the officials or employees of the National Lottery Commission ("NLC"), or any person or entity, in relation to the allegations set out in paragraph 1 of the schedule to the Proclamation, including causes of such improper or unlawful conduct and any losses, damage or actual or potential prejudice suffered by the NLC or the State. A copy of the

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Proclamation is annexed hereto and marked "**ANNEXURE GS 002**".

11.2 Inqaba Yokulinda, the First Respondent, a Non-Profit Organization (NPO) is one of the recipients of the National Lotteries Distribution Fund. The First Respondent was registered with the Department of Social Development as an NPO on 12 October 2004. Its primary business is to assist with the rehabilitation of youth from substance abuse.

11.3 The Chief Executive Office of the First Respondent is Ms Buyisiwe Khoza ("Ms Khoza"), the Second Respondent. The First Respondent operates its finances out of the bank account held with First National Bank under account number 62350534999, and both Ms Khoza and Mr Montsho, the Third Respondent, are signatories thereto.

11.4 Inqaba Yokulinda received funding from the NLC in two tranches in the amount of R19 278 000.00 (Nineteen Million Two Hundred and Seventy-Eight Thousand Rand) between February 2018 and September 2019.

11.5 My investigation into this funding revealed that the granting of this fund was conducted in a manner contrary to the Lotteries Act, the Grant Funding Policies and as well the relevant regulations. Furthermore, my investigation into this funding revealed, *prima facie*, that there is

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evidence of collusion between employees of the NLC and Members of Inqaba Yokulinda, including unconnected third parties who partook in the scheme to obtain R19 278 000,00 in funding from the NLC for their own personal use.

## 12 **THE INVESTIGATION.**

During the course of my investigation, I conducted an interview with Ms Khoza who informed me of the following:

12.1 In or around 2016/2017 her NPO, Inqaba Yokulinda submitted a proposal to the NLC for funding of a project in the Free State province. That proposal was unsuccessful. She attended to the NLC offices to enquire about reasons for the refusal to grant her NPO funding and was informed by NLC officials that she will be contacted.

12.2 On or about February 2018 she was contacted by the Fifth Respondent who introduced himself as Jabu Sindani (whom she later became aware that he is Mr Jabulani Sibanda) and further alleged that he was the NLC Provisional Manager Mpumalanga. (It is worth noting that the Fifth Respondent Mr Sibanda is not and has never been in the employ of the NLC).

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12.3 Ms Khoza informed me that Mr Sibanda intimated that he was sent by the NLC CEO, Chairperson of the Board and the COO, Mr Philemon Letwaba to do a favour for them and construct athletic tracks in Mpumalanga and North West. She informed me that Mr Sibanda did not mention others by name but specifically named Mr Letwaba.

12.4 Mr Sibanda informed Ms Khoza that the application on behalf of Inqaba Yokulinda has already been sent to the NLC. He further informed her that his company, Unicus (Pty) Ltd, the Fourth Respondent, will be the service provider and that Athletics South Africa ("ASA") would also come on board to assist with drafting the proposal and feasibility study.

12.5 ASA provided a letter of endorsement to Inqaba Yokulinda dated 12 February 2018 signed by the Ninth Respondent, Mr Aleck Skhosana in his capacity as ASA President. A copy of the letter is annexed hereto and marked "**ANNEXURE GS 003**".

12.6 The application form for funding was signed by the Sixth Respondent, Mr Tshifhiwa Terrence Magogodela from ASA, who indicated that he was the Project Coordinator for Inqaba Yokulinda. Mr Magogodela was neither Project Coordinator nor a member of Inqaba Yokulinda.

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12.7 That application for funding, together with the business and implementation plan as well as the endorsement letter from ASA were submitted to the NLC and approved.

12.8 Inqaba Yokulinda was allocated a grant fund of R15 000 000,00 (Fifteen Million Rand). Copies of the application for funding are annexed hereto and marked "**ANNEXURE GS 004**" and the letter of funding annexed hereto and marked "**ANNEXURE GS 005**".

12.9 The Eighth Respondent, Mr Philemon Letwaba signed the grant allocation letter in his capacity as the Chief Operations Officer of the NLC.

12.10 Subsequent thereto Inqaba Yokulinda and the NLC signed a Grant Agreement. A copy of the agreement is annexed hereto and marked "**ANNEXURE GS 006**".

12.11 The NLC effected payment into Inqaba Yokulinda's FNB Bank Account on 28 March 2018. Proof of payment is annexed hereto and marked "**ANNEXURE GS 006.1**".

12.12 Ms Khoza informed me that upon receipt of the R15 000 000 she received a Call from Mr Sibanda who instructed her to transfer R10 Million Rand into the account of Unicus (Pty) Ltd. Mr Sibanda submitted

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an invoice to Inqaba Yokulinda, a copy of which is annexed and marked **"ANNEXURE GS 007"**.

12.13 On 12 March 2018, Ms Khoza transferred the money into the Bank Account of Unicus (Pty) Ltd, held at FNB under Account number 62747277508, and which account Mr Sibanda is the only signatory. Copies of bank confirmation details are annexed hereto and marked **"ANNEXURE GS 008"**.

12.14 On or around 04 May 2018, an official at the NLC, Mr Marubini Levingstone Ramatsekisa, the Tenth Respondent contacted Ms Khoza to enquire about progress on the project. Ms Khoza informed Mr Ramatsekisa that construction of the Athletics track had not started and that R10 Million of the grant money had been transferred to Mr Sibanda. A meeting between Mr Tsietsi Maselwa (NLC Legal), Mr Letwaba and Ms Khoza was arranged wherein Ms Khoza informed both Mr Letwaba and Mr Maselwa of what happened.

12.15 As of May 2018, Mr Letwaba and Mr Ramatsekisa were aware that the money allocated to Inqaba Yokulinda was used for purposes other than that which it was intended for.

12.16 Even though Inqaba Yokulinda received a grant of R15 000 000.00 from the NLC; no performance was rendered in terms of the Grant

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Agreement. However, on or about September 2019, Inqaba Yokulinda allegedly submitted a request for deviation from the originally approved budget. The NLC wrote a letter to Ms Khoza dated 12 September 2019, advising her that the NLC has considered her request for deviation from the originally approved budget and approved the request. A copy of the letter is annexed hereto and marked "**ANNEXURE GS 009**".

12.17 The NLC approved an additional amount of R4 278 000.00 to Inqaba Yokulinda, and an addendum to the Grant Agreement was signed on 13 September 2019. A copy of the addendum to the Grant Agreement is annexed hereto and marked "**ANNEXURE GS 010**".

12.18 This request for additional funding was compiled by Mr Letwaba (NLC COO) and approved by the Eleventh Respondent, Ms Mampane as the Acting Commissioner. A copy of this request for additional funding is annexed hereto and marked "**ANNEXURE GS 011**".

12.19 This additional funding was approved without any progress reports required in terms of clause 10 of the Grant Agreement.

12.20 Ms Khoza alleges that she has never applied for additional funding and knew nothing about it. She only asked for permission to use the remaining R5 Million from the original R15 Million for a Social Development Camp held at Galeshwe Stadium.

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**FLOW OF FUNDS FROM AND THE DISTRIBUTION THEREOF AMONGST RESPONDENTS.**

13 **Payment for Mr Tshifhiwa Terence Magogodela's property.**

13.1 As already stated above, on 12 March 2018, Ms Khoza transferred the R10 000 000-00 (Ten Million Rands) into the Bank Account of Unicus (Pty) Ltd, held at FNB.

13.2 On or about 20 February 2018, Mr Magogodela purchased a property described as ERF 1618 ZWARTKOP EXTENSION 8 TOWNSHIP, REGISTRATION DIVISION J,R PROVINCE GAUTENG. MEASURING 1175 SQAURE METERS, which property was registered at the Deeds Office on 03 May 2018.

13.3 The transfer of the said property was handled by Botha Nel Attorneys, who allocated a reference number BUC2/0001 to the said property. The bond registration of the property was handled by Milton Matsemela Attroneys. A copy of a letter from Botha Nel Attorneys to Milton Matsemela Attorneys, bearing the reference number, and confirmation that Botha Nel will attend to the transfer while Milton Matsemela will attend to the bond registration of the property is annexed hereto and marked "**ANNEXURE GS 012**".

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13.4 On 14 March 2018 Botha Nel attorneys sent a *pro forma* statement of account to Mr Terrance Magogodela in which the amount of R360 000,00 (Three Hundred and Sixty Thousand rands) was credited as amount received, and R295 950,00 (Two Hundred and Ninety Five Thousand Nine Hundred and Fifty rands) of which was used to effect the transfer of the property. A copy of the Statement is annexed hereto and marked "**ANNEXURE GS 013**".

13.5 The transfer of aforementioned property was funded out of Mr Sibanda's Unicus (Pty) Ltd's account. On 13 March 2018, Mr Sibanda transferred an amount of R360 000,00(Three Hundred and Sixty Thousand rands) to Botha Nel attorneys, using the same reference number of BUC2/001 from the Bank Account of Unicus (Pty) Ltd, held at FNB under Account number 62747277508. A copy of the transfer is annexed hereto and marked "**ANNEXURE GS 014**".

13.6 On 26 March 2018, Milton Matsemela Attorneys send a statement of account to Mr Magogodela to the amount of R28 773, 05 (Twenty-Eight Thousand Seven hundred and Seventy-Three Rands and Five Cents). A copy of the statement is annexed hereto and marked "**ANNEXURE GS 015**".

13.7 On 16 April 2018 Mr Sibanda transferred the amount of R28 773,05 05 (Twenty-Eight Thousand Seven hundred and Seventy-Three Rands and

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Five Cents) to the account of Milton Matsemela Attorneys from the Bank Account of Unicus (Pty) Ltd, held at FNB under Account number 62747277508.

13.8 A Copy of the Transferee Final Statement reflecting the amounts referred to above is annexed hereto and marked "**ANNEXURE GS 016**".

13.9 The total amount of money transferred from Unicus (Pty) Ltd, FNB under Account number 62747277508 to the benefit of Mr Magogodela is R388 733.05 (Three Hundred Eighty-Eight Thousand Seven Hundred and Thirty-Three Rands and Five Cents).

14 **Payment for repairs to Mr Sibanda's Cars.**

14.1 The ENatis report reflects that Mr Sibanda owns three Motor Vehicles. A Mercedes Benz E63 AMG, a CLK 63 AMG and a Honda Jazz. See a copy of the ENatis report annexed hereto and marked "**ANNEXURE GS 017**".

14.2 The ownership of all these motor vehicles was acquired after Mr Sibanda received R10 000 000-00 from Inqaba Yakulinda.

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14.2.1 The Honda Jazz with Registration No. TPT 581 GP, black in colour, ownership thereof was registered on 30 November 2018.

14.2.2 Mercedes Benz AMG E63 with Registration No. ZHJ 313 GP, silver in Colour, ownership thereof was registered on 19 March 2018; and

14.2.3 Mercedes Benz CLK AMG 63 with Registration No. VCW 244 GP, Blue in Colour and ownership thereof was registered on 24 April 2018.

14.3 On 07 April 2018 an amount of R60 000,00 was paid to Covert Motors for motor vehicle repairs. A statement obtained from the owner/alternatively person dealing with Sibanda's car is annexed hereto and marked "**ANNEXURE GS 018**".

14.4 On 23 July 2018 an amount of R50 000,00 was paid by Mr Sibanda to Pharaoh Motors as a deposit for a motor vehicle purchased by Mr Ziyaad Davids ID: 8609185125085. A copy of the statement from Pharaoh Motors is annexed hereto and marked "**ANNEXURE GS 019**".

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15 **Payment towards Mr Sibanda's daughter's car.**

15.1 On 26 March 2018, Mr Sibanda transferred the amount of R205 840,00 into the account of Auto Integrity Repairs, for the purchase of an Audi Motor Vehicle, with Registration number BY 97 FH GP, registered under the name of one Boitumelo Diutlwileng, the Seventh Respondent. A copy of the proof of payment is annexed hereto and marked "**ANNEXURE GS 020**".

16 **Further Transfers of funds by Mr Sibanda**

16.1 On 30 March 2018, Mr Sibanda transferred an amount of R58 500,00 into the account of Being Human Detox Centre. Mr Sibanda attended the centre with his sons Jabu Junior Sibanda and Siyabonga Sibanda on 23 March 2018. A copy of the attendance and indemnity forms are annexed hereto and marked "**ANNEXURE GS 021**".

16.2 An amount of R635 000 was transferred from Unicus (Pty) Ltd to Kgotla Kukama from 13 March 2018 to 04 August 2018. Further investigations are ongoing in this regard.

16.3 On 15 March 2018 an amount of R2 207 000,00 was transferred into the account of Clippers Financial Services to service a loan. A copy of the

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loan account from Clipper Financial Services is hereto attached and marked "**ANNEXURE GS 022**".

- 16.4 An amount of R182 000 was transferred from the account of Unicus to the personal account of Mr Sibanda between the period 29 May 2018 to 26 October 2019.
- 16.5 An amount of R 2 122 550 was transferred from the Unicus solutions (Pty) Ltd to the account of Unicus Standard Bank, between the period 13 March 2018 to 26 October 2019.
- 16.6 On 03 April 2018, Unicus paid an amount of R806 550,00 to Karu Software. The SIU is still awaiting answers from the member of Karu software to confirm the reasons for this payment. Further investigations are ongoing in this regard.
- 16.7 On 13 March 2018 An amount of R 2 500 000, 00 (Two Million Five hundred thousand Rand) was paid out of the account of Unicus (Pty) Ltd into the account of Couzyn Hertzog Attorneys. Further investigations are still continuing in respect of this transaction.
- 16.8 A total of **R 8 891, 973. 05** was transferred out of the Bank Account of Unicus (Pty) Ltd into various accounts. A copy of the spreadsheet

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detailing the flow of funds is annexed hereto and marked "**ANNEXURE GS 023**".

17 **REVIEW AND SETTING ASIDE OF THE DECISION TO GRANT/ALLOCATE BOTH THE INITIAL FUNDING AND THE ADDITION FUNDING TO INQABA YOKULINDA**

17.1 The SIU will institute proceeding for the review and setting aside of the NLC's decision to grant and allocate funds to Inqaba Yokulinda and the subsequent approval of additional funding thereof.

17.2 The basis for the review and setting aside of those decisions will be following:

17.2.1 Inqaba Yokulinda did not have a track record in the construction of Sports Grounds and had never done any work in that space in the Northern cape;

17.2.2 There is *prima facie* proof of collusion between Officials of the NLC, Officials of Athletics South Africa, Inqaba Yokulinda and Mr Sibanda's Unicus (Pty) Ltd;

17.2.3 The Business & Implementation Plan, Budget and Project Plan were drafted by people who were not members of Inqaba. The

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plan was signed by Mr Magogodela and was for an amount of R19 861 000,00. It is a fact that the grant allocation came short of that figure by a little over R5 00 000,00;

17.2.4 The proposal for initial funding was drafted by Mr Letwaba in his capacity as COO of the NLC and approved by Ms Mampane in her capacity as Commissioner of the NLC. Inqaba Yokulinda did not apply for this funding;

17.2.5 That proposal was drafted and granted in contravention of Paragraph 2A, Paragraph 3 and 4 of the Lotteries Act in that no research was undertaken and concluded to justify the funding;

17.2.6 Additional funding was granted despite officials of the NLC, Mr Letwaba included, being aware that R10 Million of the initial Funding had been paid into Mr Sibanda's Unicus Account;

17.2.7 There is thus overwhelming prima facie proof that the granting and allocation of the funds to Inqaba Yokulinda was unlawful and invalid.

M. W



18 **RELIEF SOUGHT IN TERMS OF THIS INTERIM APPLICATION.**

18.1 The SIU seeks an interim interdict in respect of the realisable assets of the First to the Seventh Respondents on the basis that such assets are or have been the instrumentality of an offence and that they constitute proceeds of unlawful activities emanating from the findings of an investigation conducted by SIU, pursuant to a proclamation made by the President relevant to that investigation, in terms of section 2 (1) of the Act.

18.2 Such realisable assets of the First to the Seventh Respondents are identified in the schedule annexed to the notice of motion, as Annexure A.

18.3 The SIU, as part of the interdict order referred to above, is seeking an order for the appointment of a curator *bonis*, in respect of the realisable assets of the First to Seventh Respondents, subject to the conditions set out in the notice of motion to which this affidavit is annexed.

18.4 Furthermore, the SIU seeks an order prohibiting any person, subject to such conditions and exceptions as may be specified in the order, from dealing in any manner with any property to which the order relates.

M. W



18.5 Importantly, Rule 24 (3) provides that the Tribunal can make an order authorising the seizure of the property concerned by the SIU official and any other ancillary orders that the Tribunal considers appropriate for the proper fair and effective execution of the prohibition order.

19 **THE APPOINTMENT OF A CURATOR *BONIS* IN TERMS OF RULE 27 OF THE RULES OF THE TRIBUNAL.**

19.1 As stated hereinabove, Rule 27 of the Special Tribunal Rules make specific provision that SIU may apply that a curator *bonis* be appointed.

19.2 It is contended that due to various factors and circumstances identified in this affidavit, it is imperative and a necessity that in this instance a curator *bonis* be appointed to take control of the assets of the respondents. These factors and circumstances include, *inter alia* the following:

19.2.1 The business activities of the various respondents are so interlinked that it would be impossible for SIU to trace and identify all the assets and to monitor the movement of assets, such as the control of the flow of the funds. Therefore, the appointment of a curator *bonis* is required in order to identify and preserve the assets.

N' N



19.2.2 The curator *bonis* will be able, with the assistance of the directors, members and the employees of the respondents, to ensure that the business operations can continue in the ordinary course, whilst safeguarding the assets against disposal or removal to the prejudice of SIU.

19.2.3 The curator *bonis* will also search for other realisable assets of the First to Seventh Respondents.

19.2.4 The curator *bonis* will have the powers to curatorship—

19.2.4.1 assume control of the property and take such property into his or her custody;

19.2.4.2 take care of the said property;

19.2.4.3 administer the said property;

19.2.4.4 and to do any necessary act for that purpose;

19.2.4.5 where the said property is a business or undertaking, carry on, with due regard to any law which may be applicable, the said business or undertaking.

M.W



19.3 Therefore, this Honourable Court is humbly requested to appoint a curator *bonis* in accordance with the powers as set out in the notice of motion.

20 **EX PARTE APPLICATION IN CHAMBERS AND SERVICE.**

20.1 An *ex parte* application is the appropriate procedure where a party seeks an order in terms of Rule 24. The risk of further dissipating funds if the respondents were afforded notice, perfectly justifies this procedure.

20.2 The facts as set out in this affidavit and its annexures, provide substantiation for the need to bring this application *ex parte* and in chambers for the interdict to remain confidential in order to grant the curator *bonis* an opportunity to execute and implement the order after it has been granted. Thereby, affording the curator *bonis*, sufficient opportunity to take control of the assets and minimise any potential prejudice to the SIU;

20.3 If the respondents were to be given notice prior to the granting of the provisional interdict, there is a strong likelihood, that the respondents will dissipate assets to the prejudice of SIU and/or will hide assets or relevant financial documents and records to the prejudice of SIU;

M. W



20.4 I contend that the respondents and any other party affected by the order will have a full opportunity to be heard at the return date of this application, or earlier, should they elect to anticipate the return date as provided for in the notice of motion.

20.5 If the rule *nisi* is granted, the order and a copy of this application will be served on the respondents. The order will be made available to affected parties, on request.

20.6 In any event, Rule 24 (1) provides that any interested person or party including the SIU may, by way of an *ex parte* application, apply to a Tribunal for an order prohibiting any person, subject to such conditions and exceptions as may be specified in the order, from dealing in any manner with any property to which the order relates.

20.7 Rule 24 (5) provides that that where the Tribunal orders an interdict on the use of the property, the SIU shall, as soon as practicable after the granting of the order:

20.7.1 give notice of the order to all persons known to the SIU to have an interest in the property which is subject to the order; and

20.7.2 publish a notice of the order in the Gazette.

M.W



20.8 Further the order obtained by the SIU shall be served on all the Respondents.

20.9 This application makes provision for an interim interdict order having immediate effect and simultaneously granting a Rule *nisi* calling upon the Respondents on a day mentioned in the Rule nisi to appear and to show cause why the interdict should not be made final.

20.10 Further, the respondent may anticipate the return day for the order if they so wish on 24-hour notice to the Applicant.

20.11 Service of this order, once granted, shall be effected in accordance with the aforementioned rules.

## 21 **CONCLUSION.**

21.1 The SIU contends that orders sought are required under the circumstances. It is contended that the appointment of a curator *bonis* with the powers as set out in the notice of motion is appropriate and required to enable SIU to ultimately collect what was unlawfully extracted from the fiscus.

21.2 In the premise, I pray for an order in terms of the Notice of Motion.

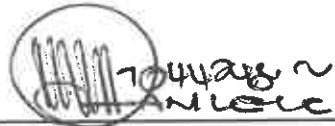
M·W





**DEPONENT**

I certify that the deponent acknowledged that he knows and understands the contents of this affidavit, which was signed and sworn before me at Pretoria on this the 02 day of February 2022, at 15 : 00 and that the provisions of the Regulations contained in Government Notice R1258 of 21 July 1972, as amended, were complied with.



**COMMISSIONER OF OATHS**

FULL NAME : MABEJANE WELCOME Mphahlele  
CAPACITY : POLICE OFFICER  
AREA : Pretoria  
FULL STREET ADDRESS : 74 Watermeers Street  
SILVERTON

ANTI-CORRUPTION TASK TEAM  
PRIVAATSAK / PRIVATE BAG X 1800  
2022 -02- 02  
SILVERTON 0127  
DIRECTORATE FOR PRIORITY  
CRIME INVESTIGATION



"GS 001"

# DELEGATION OF AUTHORITY

## ADV. JAN LEKGOA MOTHIBI

The Special Investigating Unit ("the SIU") has been mandated in terms of Proclamation No. R 32 of 2020 issued in terms of section 2(1) of the Special Investigating Units and Special tribunals Act 74 of 1996 (the SIU Act) and published in Government Gazette Number 43885, dated 6 November 2020 ("the Proclamation"), to conduct an investigation into certain affairs of the National Lotteries Commission for the period 1 January 2014 to the date of publication of the Proclamation which is 06 November 2020. The SIU may (authorized) furthermore investigate matters that took place prior to 1 January 2014 or after the date of publication of the Proclamation, but is relevant to, connected with, incidental or ancillary to the matters mentioned in the Schedule or involve the same persons, entities or contracts investigated under authority of this Proclamation.

I, in my capacity as Head of the Special Investigating Unit, established under Proclamation R.118 of 2001, of 31 July 2001, issued and published in terms of Section 2(1) of Act 74 of 1996, do hereby:-

1. Certify that the person identified in this delegation is a member of the Special Investigating Unit established by Proclamation No. R118 of 2001 and has been duly appointed under Section 3(2) of the Special Investigating Units and Special Tribunals Act 74 of 1996 (as amended).
2. Authorise **Mr Godsave Ngobeni** in his capacity as Chief Forensic Investigator of the Special Investigating Unit, and delegate the powers conferred on me in Section 5(2)(a),(b),(c) and Section 6(1),(3),(5) and (8) of Act 74 of 1996 to thereby authorize him to depose to an affidavit in the civil proceeding brought by SIU against Inqaba Yoku Linda & others.
3. Delegate and authorize Mr Godsave Ngobeni in his capacity as Chief Forensic Investigator to:
  - a. Depose to an affidavit on behalf of the Unit in such civil proceedings for setting aside a contract awarded to Inqaba Yoku Linda by the National Lotteries Commission (NLC), following an investigation into serious maladministration in connection with the affairs of the NLC.

M. W

The above investigations is conducted in terms of the authority of Proclamation No. R.32 of 2020 referred to above.

Dated at PRETORIA on this 02<sup>nd</sup> day of February 2022



**ADV. JL MOTHIBI**

**HEAD OF THE SPECIAL INVESTIGATING UNIT**

N.W. 

"GS 002"

GS002



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

*Regulation Gazette*

**No. 11193**

*Regulasiekoerant*

Vol. 665

6 November 2020

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**AIDS HELPLINE: 0800-0123-22 Prevention is the cure**

M. W

**IMPORTANT NOTICE:**

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**No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.**

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M. W.



**PROCLAMATIONS • PROKLAMASIES****PROCLAMATION NO. R. 32 OF 2020****by the****PRESIDENT of the REPUBLIC of SOUTH AFRICA****SPECIAL INVESTIGATING UNITS AND SPECIAL TRIBUNALS ACT, 1996 (ACT NO. 74 OF 1996): REFERRAL OF MATTERS TO EXISTING SPECIAL INVESTIGATING UNIT**

WHEREAS allegations as contemplated in section 2(2) of the Special Investigating Units and Special Tribunals Act, 1996 (Act No. 74 of 1996) (hereinafter referred to as "the Act"), have been made in respect of the affairs of the National Lotteries Commission, previously known as the National Lotteries Board, (hereinafter referred to as "the NLC");

AND WHEREAS the State or the NLC suffered losses that may be recovered;

AND WHEREAS I deem it necessary that the said allegations should be investigated and civil proceedings emanating from such investigation should be adjudicated upon;

NOW, THEREFORE, I hereby, under section 2(1) of the Act, refer the matters mentioned in the Schedule in respect of the NLC, for investigation to the Special Investigating Unit established by Proclamation No. R. 118 of 31 July 2001 and determine that, for the purposes of the investigation of the matters, the terms of reference of the Special Investigating Unit are to investigate as contemplated in the Act, any alleged—

- (a) serious maladministration in connection with the affairs of the NLC;
- (b) improper or unlawful conduct by employees or officials of the NLC;
- (c) unlawful appropriation or expenditure of public money or property;
- (d) unlawful, irregular or unapproved acquisitive act, transaction, measure or practice having a bearing upon State property;

M. W.



- (e) intentional or negligent loss of public money or damage to public property;
- (f) offence referred to in Parts 1 to 4, or section 17, 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 (Act No. 12 of 2004), and which offences were committed in connection with the affairs of the NLC; or
- (g) unlawful or improper conduct by any person, which has caused or may cause serious harm to the interests of the public or any category thereof,

which took place between 1 January 2014 and the date of publication of this Proclamation or which took place prior to 1 January 2014 or after the date of publication of this Proclamation, but is relevant to, connected with, incidental or ancillary to the matters mentioned in the Schedule or involve the same persons, entities or contracts investigated under authority of this Proclamation, and to exercise or perform all the functions and powers assigned to or conferred upon the said Special Investigating Unit by the Act, including the recovery of any losses suffered by the State or the NLC, in relation to the said matters in the Schedule.

Given under my Hand and the Seal of the Republic of South Africa at Johannesburg this 20 day of October Two thousand and twenty.

**CM Ramaphosa**

**President**

By Order of the President-in-Cabinet:

**RO Lamola**

**Minister of the Cabinet**

m.w





**SCHEDULE**

1. Maladministration in the affairs of the NLC in relation to the—
  - (a) investment of funds in the National Lottery Distribution Trust Fund, established in terms of section 21 of the Lotteries Act, 1997 (Act No. 57 of 1997), contrary to the provisions of the said Act; and
  - (b) allocation of money in the Fund referred to in paragraph (a) to beneficiaries who were not entitled thereto in terms of the Lotteries Act, 1997, including the causes of such maladministration.
  
2. Any improper or unlawful conduct by the officials or employees of the NLC, or any other person or entity, in relation to the allegations set out in paragraph 1 of this Schedule, including the causes of such improper or unlawful conduct and any losses, damage or actual or potential prejudice suffered by the NLC or the State.

M. W.



"GS 003"



**ATHLETICS SOUTH AFRICA NPC**  
Reg No 2006/084767/08  
Athletics House, No. 3, 11<sup>th</sup> Avenue, Houghton Estate, Johannesburg, 2198  
Tel: (+27) 11 880 5800 Fax: (+27) 11 788 6672 / (+27) 11 442 3091  
P O Box 2712, Houghton, 2041; asa@athleticsa.co.za; www.athletics.org.za

12 FEBRUARY 2018

**ENDORSEMENT LETTER: BUILDING OF ATHLETIC TRACK AND FIELD FACILITY-  
NOTHERN CAPE**

This letter serves to confirm that Athletics South Africa (ASA) fully endorse the Inqaba Yokulinda NPO to manage and co-ordinate the building of Athletic Track and Field facility in Nothern Cape

Inqaba Yokulinda is involved in assisting ASA with the development and social upliftment of the communities within the borders of Nothern Cape

The Management of Inqaba Yokulinda is stable, reliable and accountable. Inqaba Yokulinda runs a transparent and credible community projects.

ASA strongly recommend Inqaba Yokulinda as a reliable partner

We trust you will consider their request favourably.

Athletics greetings

Yours Sincerely

*Aleck Skhosana*  
12/2/2018

**Aleck Skhosana**  
President :Athletics South Africa



*M. W.* *[Signature]*

- |   |   |   |  |
|---|---|---|--|
| <b>Aleck SKHOSANA</b> (President)           | <b>Dr Harold ADAMS</b> (Vice President) | <b>Jakob JACOBS</b> (Chair Cross Country) | <b>Board Members</b>                   |
| <b>Pieter LOURENS</b> (Chair Track & Field) | <b>Dorah MMSWEVU</b> (Chair Athletics)  | <b>Nkulthi GWADISO</b> (Additional)       | <b>Motlale KEKABILE</b> (Additional)   |
| <b>Esther MALEMA</b> (Additional)           | <b>Shireen NOBLE</b> (Additional)       | <b>Jazz MNYENGEZA</b> (USA Rep)           | <b>William MOKATSANYANE</b> (SASA Rep) |
|   |   |   | <b>Honorary Members:</b>               |
|   |   |   | <b>Mulok GEORGE</b>                    |

**Mervyn KING**

“GS 004”

92004

GRANT APPLICATIONS  
NATIONAL LOTTERIES COMMISSION  
16 FEB 2018  
STAMP No. 3

FORM 2010/1

APPLICATION FOR A GRANT IN TERMS OF THE GAUTENG  
LOTTERIES ACT (ACT No. 57 OF 1997)

INSTRUCTIONS

- Please indicate (with a cross in the relevant box) if your application for a grant is in terms of:
  - Charities (Section 28 of the Act)
  - Sport and Recreation (Section 29 of the Act)
  - Arts, Culture and National Heritage (Section 30 of the Act)
  - Miscellaneous Purposes (any purpose other than the three categories above) (Section 31 of the Act)
- This application form is in five parts:
  - In section A: Details of the organisation.
  - In section B: Explanation on the funding required
  - In section C: Information of organisational finances.
  - In section D: Details of at least two contactable Referees.
  - In section E: Mandatory documents to be submitted with the application form

NB: If there is not enough space on this form for your answers, please use and attach further sheets of paper

SECTION A DETAILS OF YOUR ORGANISATION

A1 Name of organisation: **INQABA YOKULINDA**

A2 Postal address: **P O Box 642, MONDEOR**  
Postal code: **2118**

A3 Street address: **ORLANDO STADIUM, CNR MARTHA LOUW & MOOKI STREET**  
**SOWETO, 1804**  
Province: **Gauteng**

A4 Telephone number: ..... AS Fax number: **0**

A5 E-mail address: **magogadela@athletessa.co.za**

A6 When was your organisation formed? **2013**

A7 What kind of registered organisation are you? (E.g. Non-profit Organisation, Section 21 Company, Public Benefit Trust): **Non-Profit Organisation**

A8 When was your organisation registered? **2013**

A9 Registration number: **029-442PBO930039025** (Please attach a copy of your registration certificate)

A10 Details of the main contact person with executive powers (e.g. Manager/Programme Director)  
Name: **Terrance Magogadela** Position: **Project Co-ordinator**  
South African I.D. Number: **750410 6080 082** (Attach Certified Copy of ID)  
Address: **No.39 Moonstone, Ecopark, Centurion** Tel: **0633770730**

A11 Details of a second contact person (e.g. Chairperson):  
Name: **MS AB KHOZA** Position: **CHIEF EXWCUTIVE OFFI**  
South African I.D. Number: **7710220871086** (Attach certified copy of ID)  
Address: **ORLANDO STADIUM , SOWETO** Tel: **0845612087**



*[Handwritten signature]*

**A12** Names and positions of the Members of the Management Committee: (Members are required to attach certified copy of ID):

1. Name: **Buyisiwe Khoza** ..... Position: **CEO** .....  
I.D. Number: **771028 0272 086** ..... Tel: **0845612087** .....
2. Name: **Maseela Phindile Martha** ..... Position: **Chairlady** .....  
I.D. Number: **830522-0604 081** ..... Tel: .....  
3. Name: **Montro Ashley Tshapo** ..... Position: **Board member** .....  
I.D. Number: **770416 5504 08 5** ..... Tel: .....
4. Name: **July Lazaruz Maklangu** ..... Position: **COO** .....  
I.D. Number: **710702 5376 084** ..... Tel; .....  
5. Name: **Ntsako Shibambo** ..... Position: **Board Member** .....  
I.D. Number: **920918 5881 081** ..... Tel: .....

**A13** Are you affiliated to any organisations? **NO** ..... If Yes, name them: .....

**A14** Are you an umbrella body? **NO** ..... If Yes, what organisation are you affiliated to? .....

**A15** Describe the main purpose of your organisation: **Organisation and co-ordination of Community project**  
**Provide Skills Development Programme**  
**Equip Community with Educational projects to achieve better life**  
**Establish methodology of public-private sector partnership**  
**Create opportunity for community to share learn, network and mobilize themselves**  
**To establish**

**A16** Describe the nature of services and/or products that your organisation provides AND the people who will benefit from the services and/or products:  
**Athletics coaching, officiating and organisation. Athletes who are members via affiliates include both genders, all populations groups, schools, students, disabled and masters athletes. Community where the project will be based**

**A17** In which province/s do you operate? (Tick next to the province/s that apply to you)

Eastern Cape	<input type="checkbox"/>	Free State	<input type="checkbox"/>	Gauteng	<input type="checkbox"/>
KwaZulu Natal	<input type="checkbox"/>	Limpopo	<input checked="" type="checkbox"/>	Mpumalanga	<input type="checkbox"/>
Northern Cape	<input checked="" type="checkbox"/>	North West	<input type="checkbox"/>	Western Cape	<input checked="" type="checkbox"/>

**A18** Please fill in the information below on your staff composition

NO. OF PAID STAFF		NO. OF VOLUNTEERS	
No. of full-time staff	No. of part-time staff	No. of full-time volunteers	No. of part-time volunteers
27	0	11	0

**A19** Please provide current employment equity status / equity plan for your organization.

NIN

**SECTION B: THE FUNDS YOU ARE APPLYING FOR, AND HOW YOU WILL USE THEM IF GRANTED.**

**B1** Are you applying for: (Tick the relevant box?)

- A grant in support of your overall operations? OR  
 Funding for specific projects? If Yes, they are:  
 Already in existence?  
 An expansion?  
 New?

**B2** What amount of money are you requesting? R19,881,890.88

**B3** For what period? (E.G. 1 year, 2 years, multi year etc) 1 YEAR

**B4** Please attach a detailed budget with a motivation on the utilization of grant. For capital expenditure attach supporting documents such as quotations, architectural and proof of ownership.

**B5** Indicate which groups of people will benefit from the funding, if granted and how many? [Give numbers]

- |                              |         |                           |         |
|------------------------------|---------|---------------------------|---------|
| Children:                    | x ..... | Women:                    | x ..... |
| Children with disabilities:  | x ..... | Adults with disabilities: | x ..... |
| Youths:                      | x ..... | The elderly:              | x ..... |
| People living with HIV/AIDS: | x ..... | The chronically ill:      | .....   |
| Drug Abusers:                | x ..... | Criminal Offenders:       | x ..... |
| The Unemployed:              | x ..... | The homeless:             | x ..... |

Other (specify): Capacity building

**B6** Indicate the specific areas where the people who will benefit from the funds reside:  
All areas in the Northern Cape including Schools

**B7** Have you benefited from the fund before? If Yes fill in the box

Project Number	Year	Amount received and what for?	Have you submitted all the progress reports?

**B8** If you applied but were not funded, please give reasons  
None

MIR 

**SECTION C: INFORMATION ON YOUR ORGANISATION'S FINANCIAL DETAILS**

**C1 Bank details**

Name in which the account is held: **Ingaba Yokulinda**  
Name of Bank: **FNB**  
Type of account: **CHEQUE** Account number: **62350534999**  
Branch: ..... Branch Code: .....

**C2 List 3 people who are authorized to sign cheques on your account/s:**

Name: **Tshepo Montso** Position in Organisation: **Treasurer**  
Name: **Boyiwa Khona** Position in Organisation: **CEO**  
Name: **Ntoko Sibambo** Position in Organisation: **Board Member**

**SECTION D: REFEREES**

Please give the details of three credible referees from the community in support of your application e.g. police commissioner, religious leader, local councillor, etc. (Referees must be independent and may NOT be employees, Committee members or volunteers.)

1. Name: **Mapheto Anno frempong** Position: **CEO -TETA SETA**  
Tel: **078 603 5522**
2. Name: **Neli Sibisi** Position: **Deputy Direct-Department DSD**  
Tel: **082 858 3683**
3. Name: **Feleg Yeno** Position: **FPM SETA - CEO**  
Tel: **072 792 9153**

M/W





**SECTION E: MANDATORY DOCUMENTS**

The following documents should be attached to this form as applicable:

- Organisational founding documents (this requirement is applicable to organisations that have not previously been funded by the NLDTF or if the objectives of the organisation have since changed)
  - Constitution / Articles and Memorandum of Association / Trust deed
  - Institutions established by an Act of Parliament must only cite the enabling Act
  - Proof of registration for non-profit organisations, Section 21 companies, Public Benefit Trusts and Schools registered with the Department of Education (except Private Schools)
  - (Municipalities and Tertiary Institutions are excluded from this requirement but they must cite the enabling Act).
- Detailed project business plan
- Detailed Project Budget (specific line items with unit cost, quantities, total cost per item)
- Project motivation
- Most recent Annual Financial Statements of the organisations:-
  - for a year for organisations that have previously received funding from NLDTF
  - for two consecutive years signed and dated by a registered and independent Accounting Officer or an Auditor in the case of organisations that have not been previously funded by the NLDTF
- Signed Auditors report or Accounting Officer
- Applications for declared heritage site development/renovations must be accompanied by approval from relevant provincial or national authority.

**DECLARATION**

I **Terrence Magogodela** ..... confirm, on behalf of: **Inqaba Yekullada** ..... (Name of organisation) that I am authorised to sign this declaration, and that to the best of my knowledge all answers to the questions on this form are accurate. If this application is successful, this organisation will use the grant only for the purposes specified in this application, and will comply with all the terms and conditions attached to the grant. I confirm that the organisation has the power to accept the grant subject to conditions and repay the grant if the grant conditions are not met.

Name: **Terrence Magogodela** .....  
South African Identity number: **750410 6089 082** .....  
Position in organisation: **Project Co-Ordinator** .....

Date: **12 February 2018** .....

Signature:  .....

M. W



"GS 005"

GS 005



+27 (12) 432-1300  
Info Centre: 086 00 65333  
website: www.nlcsa.org.za

**NATIONAL LOTTERIES COMMISSION**  
a member of the dti group

National Lotteries Commission (NLC)  
P O Box 1556  
Brooklyn Square 0083, Pretoria

**Buyiswè Khoza**  
Chief Executive Officer  
Inqaba Yokulinda  
P O Box 642  
Mondor  
2110

**23 February 2018**

**Dear Ms. Buyiswè Khoza**

**Grant Allocation**

**Project number: 109204**

At the Sports and Recreation Distributing Agency meeting your application for funding was duly considered.

We are pleased to advise that the Agency has allocated a total grant of R15,000,000.00 (fifteen million rand) to your organisation, as per the attached Grant Agreement. You are requested to familiarise yourself with the conditions of the allocation as outlined in the Grant Agreement.

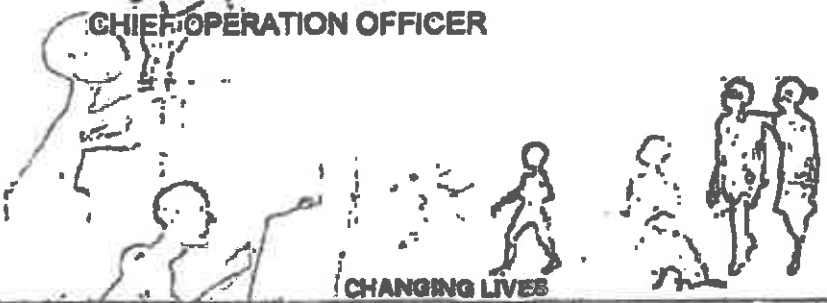
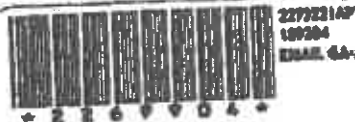
Please ensure that the National Lotteries Commission (NLC) is visibly identified as a funder of your organisation and project.

In order for your grant to be processed further, you are required to fulfill all remaining requirements and submit documents as outlined in the enclosed Grant Agreement within 30 days of receipt of this letter. Failure to adhere to this requirement may result in the allocation being withdrawn.

Should you require any clarification regarding the grant, please direct your enquiries to our Information Centre on 053 813 4310. Please note that you must have your project number ready at all times.

Yours Faithfully

**Mr. William Letwaba**  
**CHIEF OPERATION OFFICER**



**CHANGING LIVES**

"GS 006"

GS 006



**GRANT FUNDING APPLICATIONS  
NATIONAL LOTTERIES COMMISSION**

**27 FEB 2018**

**GAUTENG  
STAMP No. 4**

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**GRANT AGREEMENT**

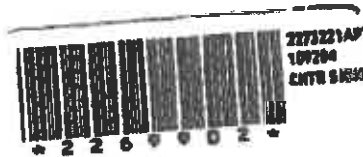
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Entered into by and between:

**NATIONAL LOTTERIES COMMISSION ("the NLC")**

- And -

**INQABA YOKULINDA ("The Grantee")**



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**THIS AGREEMENT is entered into by and between:**

**The National Lotteries Commission ("the NLC"), a public entity in terms of the Public Finance Management Act No.1 of 1999 ("PFMA") duly established in terms of section 2 of the Lotteries Amendment Act (Act no. 32 of 2013) and acting as principal of the National Lottery Distribution Trust Fund ("NLDTF")**

**And**

**INQABA YOKULINDA (Project Number : 109204) whose registered office is at ORLANDO STADIUM, CNR MARTHA LOUW & MOOKI STREET, SOWETO, 1804 ("the Grantee").**

**WHEREAS the Grantee has on its own and/or on behalf of an organisation which does not meet the legislative requirements for funding ("Assisted Organisation/Community"), applied for funding;**

**AND WHEREAS such application for funding was duly considered and approved;**

**THEREFORE the NLC and the Grantee (hereinafter referred to as "the parties") wish to enter into an agreement relating to such funding together with matters incidental thereto, including all the Annexures attached hereto on the terms and conditions set out in this Agreement.**

**1. Amount Payable**

**The NLC hereby agrees to provide the Grantee with funding in the amount of R15,000,000.00 (fifteen million rand) ("the grant"), which grant the Grantee accepts by signing this Agreement, subject to the terms and conditions further set out in this Agreement.**

**2. Compliance and Conditions**

**2.1 The grant is allocated to the Grantee subject to the Grantee at all times complying with the undertaking made and the information provided in the application; and**

**2.2 The Grantee must:**

**2.2.1 sign and return duly witnessed original Agreement and all Annexures;**

**2.2.2 submit an original cancelled cheque of the bank account contemplated in clause 3.2.1 or an original confirmation note from the bank as the case may be;**

**2.2.3 use the grant strictly in accordance with items listed in Annexure "A" and for no other purposes whatsoever;**

**2.2.4 submit a written request for approval to amend or alter the budget before such funds can be spent;**

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2.2.5 not postpone or suspend any project in part or full, without prior written approval of the NLC;

2.2.6 not cede or assign any of its rights or obligations in respect of the project; and

2.2.7 not give any other direct and/or indirect benefit for securing the grant or, after the grant has been awarded, to any person (juridic or natural) whatsoever, be it a member of the Board of the NLC, a member of any Distributing Agency of the NLC, any staff member of the NLC or any intermediary, or to any person nominated by such an intermediary. A contravention of this clause will constitute a criminal offence.

2.3 The signing of this Agreement does not ensure release of any payments, unless the NLC is satisfied with –

2.3.1 the fulfilment of the terms and conditions of this Agreement; and/or

2.3.2 the application complies with administrative and legal requirements; and/or

2.3.3 the annual financial statements or independently reviewed financial statement or financial records with supporting invoices of the Recipient, whichever is applicable; and/or

2.3.4 any findings from a site visit report have been addressed adequately; and/or

2.3.5 Progress reports have been duly submitted.

### 3. Bank Account

3.1 The NLC will pay the grant into the bank account as contemplated in clause 3.2.1.

3.2 The Grantee undertakes to:

3.2.1 keep an income and expenditure statement, detailing tranches of payment of the grant and expenditure; and

3.2.2 Not issue cash cheques.

3.3 The NLC shall not transfer any tranche until the Grantee has complied with clause 3.2.1.

### 4. Payments

The NLC hereby undertakes to allocate a total grant to the value of R15,000,000.00 as follows:

4.1 The grant shall be payable as follows:

Trenche 1: R15,000,000.00 (fifteen million rand)

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4.1.1 Any payments after Tranche 1 or any other subsequent payments, where applicable, shall only be made on receipt of satisfactory progress reports.

## 5. Assisted Organisation/Community Provision

5.1 Where the Grantee has assisted the Assisted Organisation/Community with an application for funding, the Grantee undertakes to:

5.1.1 pay such portion of the grant to the Assisted Organisation/Community;

5.1.2 remain responsible as the main contracting party to the NLC for the proper administration, management and utilisation of the grant, including any portion of the grant paid to the Assisted Organisation/Community in terms hereof; and

5.1.3 Comply with its obligations to the Assisted Organisation/Community in terms of the Memorandum of Understanding.

## 6. Asset

6.1 In the event that the grant is used to purchase an asset, ownership of the asset will vest with the Grantee or the Assisted Organisation/Community (as the case may be), as determined in Annexure "A". Such asset must be registered in the name of the Grantee or Assisted Organisation/Community and copies of the registration must be submitted to the NLC.

6.2 The Grantee or the Assisted Organisation/Community undertakes, in relation to any such asset owned by it, to:

6.2.1 insure, maintain and safeguard the asset;

6.2.2 account for the asset in the Grantee's or the Assisted Organisation/Community fixed asset register;

6.2.3 not dispose of the asset prior to the end of its useful life, unless written approval has been obtained from the NLC;

6.2.4 submit accounting records regarding the asset in the progress report; and

6.2.5 Only utilise the assets in keeping with the objective of the grant and for the purpose of the Grantee's or the Assisted Organisation/Community operations and not for any other purpose whatsoever. The NLC shall in the case of any contravention of this clause or any findings of misuse of the asset/s invoke clause 17.2 of this Agreement.

## 7. Procurement of goods and services

7.1 The Grantee undertakes to comply with the following procurement principles as set out in the Treasury Regulations:

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- 7.1.1 to consider three (3) or more suppliers through quotations before purchasing goods or procuring services;
  - 7.1.2 to avoid conflict of interest of whatever nature;
  - 7.1.3 to ensure that none of its members, directors, officers or any of their immediate family members provide any services or goods with regard to the grant;
  - 7.1.4 to only utilise suppliers that are credible and competent;
  - 7.1.5 to avoid fraud and corruption at any level;
  - 7.1.6 to ensure that all its procurement procedures are open and transparent and that bias and favouritism are eliminated;
  - 7.1.7 to enforce value for money and reconsider supply arrangements and if the appointed supplier fails to provide an efficient and cost-effective service, appoint alternative suppliers;
  - 7.1.8 not to pay more than ten percent (10%) of any invoiced amount in advance or as deposit to any supplier, and to ensure that the balance of the invoice is only paid once the required goods or services have been provided. Only projects relating to the procurement of performing artists are exempted from this clause where upfront payments may be required;
  - 7.1.9 to only pay for goods and services as per progression of the project, supported by proper approved implementation phases; and
  - 7.1.10 to conduct a proper due diligence investigation on the appointed contractor in the event of the grant being utilised to construct a building.
- 7.2 In the event that the Grantee is unable to comply with any of the provisions in clause 7.1, prior written approval of the NLC must be sought before deviation from any of these provisions.

## 8. Access to Grantee Information

- 8.1 The Grantee hereby expressly agrees that the NLC employees; or Members of the Board may at any reasonable time:
- 8.1.1 have full and unhindered immediate access to any information in connection with the grant including information of any of its agents, suppliers or service providers (subject to their constitutional rights or statutory rights to respond to any questions or statements), and also the Grantee's bank account;
  - 8.1.2 make copies of any such information requested from time to time for further inspection or scrutiny; and
  - 8.1.3 interview any of the Grantee's employees, directors, members, beneficiaries or representatives.



## 9. Financial Reporting

**9.1 The Grantee undertakes to:**

- 9.1.1 reflect the NLC grant as a separate line item on their financial records and administer the grant in terms of generally accepted financial practices and principles;
- 9.1.2 keep proper and up to date accounting records of all income and expenditure relating to the grant and to record such income and expenditure in its financial statements;
- 9.1.3 immediately inform the NLC in writing, in the event of any change to bank account details, the management of the Grantee (and the reasons thereof), or any information furnished in the application for funding;
- 9.1.4 immediately inform the NLC in writing of any occurrence or possible occurrence of theft, fraud, loss or any other criminal activity (and report such activity to the South African Police Services) in connection with the grant;
- 9.1.5 in the case of small grant (funding not exceeding R500,000.00), the Grantee must submit a report detailing how the funds were used, together with all supporting invoices and any other relevant documents for the purposes of financial accounting;
- 9.1.6 in the case of medium grant (funding more than R500,000.00, but not exceeding R5,000,000.00), submit independently reviewed financial statements in respect of the grant so awarded;
- 9.1.7 in the case of a large grant (funding more than R5,000,000.00), the grantee must submit audited financial statements to the NLC in respect of the grant so awarded, provided that in the case of large grant amounting to not more than ten million rand (R10,000,000.00), is only required to submit independently reviewed financial statements;
- 9.1.8 irrespective of the amount of the grant made to the Grantee, if the Grantee is already required to submit audited financial statements in terms of any other law, the said Grantee must submit audited financial statements to the NLC;
- 9.1.9 submit to the NLC proper reports on any interest accrued on the grant deposited into the Grantee's bank account as referred to in clause 3.2.1 and how it was utilised in line with the project;
- 9.1.10 pay back to the NLC any portion of the grant which is no longer required or utilised within six (6) months following the date of payment of the last tranche as contemplated in clause 4.1 or at the end of the project; and
- 9.1.11 retain all financial information in its original form for a period of five (5) years from date of final payment and submission of the final progress report.

**9.2 The Grantee may not:**

- 9.2.1 Invest the funding received from the NLC; and

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9.2.2 issue loans to third parties or its members, directors or officers with the funds from the grant.

9.3 Where an Assisted Organisation/Community Agreement is applicable, the Grantee shall be entitled to maximum of 5% of the amount of the grant for the services rendered, provided that the maximum amount charged shall not exceed one hundred and fifty thousand rand (R150,000.00).

## 10. Progress Reports

The Grantee undertakes to submit narrative and financial reports in the prescribed format as per Annexure "C". Such reports must be submitted in the following manner:

### 10.1 First and Subsequent Progress Reports

#### 10.1.1 First Progress Report

10.1.1.1 The Grantee undertakes to submit to the NLC financial and narrative reports on the utilisation of the grant.

10.1.1.1.1 The Grantee must ensure that the progress reports reflect each project's activities as approved.

10.1.1.1.2 Progress reports must be submitted once seventy-five percent (75%) of each tranche payment has been utilized or six (6) months after each tranche payment, whichever comes first.

10.1.2 Should the Grantee not be able to submit the progress report within the timeframes identified above, the Grantee shall make a written request to the NLC for an extension and shall, subject to approval, only be allowed a single extension per progress report. The period of extension will be determined by the NLC at its own discretion.

10.1.3 In the event that the grant is not spent at the time when the progress report is due, the progress report shall be submitted within three (3) months from the initial due date.

### 10.2 Final Progress Report

10.2.1 The Grantee undertakes to submit to the NLC a consolidated financial and narrative report on the project covering the entire funding period of six (6) months after the end of the project.

10.2.2 Should the Grantee fail to comply with the provision of this clause, the NLC shall invoke provision of clause 14 of this Agreement.

## 11. Future Grants

- 11.1 The approval of this application does not guarantee any future applications being approved, or in the event of such a grant being awarded that operational costs or any other line items as per the budget will be approved.
- 11.2 The Grantee is only eligible to apply for another grant after twelve (12) months of receipt of this grant.

## 12. Power to prohibit, withdraw or reduce certain grant

12.1 Despite any term or warranty stated in this Agreement, the Minister shall after receiving recommendations from the Board of the NLC or information from any other person in terms of section 31 of the Act, prohibit, withdraw, or reduce any such grant and may impose any such conditions as the Minister considers appropriate where the grant awarded by the Distributing Agency:

- 12.1.1 is utilised or likely to be utilised in an unauthorised manner that does not comply with the purpose or condition stipulated in the grant;
- 12.1.2 is utilised or likely to be utilised for an unlawful purpose; or
- 12.1.3 was applied for in a misleading or fraudulent manner.

## 13 Publicity

- 13.1 The Grantee must prominently acknowledge and publicise the NLC as the funder of the project in all dealings relating to the grant in accordance with the Publicity Requirement Policy of the NLC. This includes the NLC's logo being placed visibly on *inter alia* vehicles and buildings purchased or substantively renovated with NLC grants.
- 13.2 In the event where marketing and publicity materials such as brochures, posters or leaflets for public information, or a press release are produced, the NLC's logo must appear in a prominent position. Where the NLC is the main funder the logo of the NLC must be dominantly visible.
- 13.3 In the event that there is uncertainty regarding the publicity requirements, the Grantee must check the NLC's website or seek advice from the NLC.
- 13.4 The Grantee undertakes to comply with the publicity guidelines of the NLC.

## 14 Breach

- 14.1 If the Grantee fails to comply with its obligations in terms of this Agreement, the application or the Act, the NLC shall have the right to:
- 14.1.1 withhold the payment of any further amounts; and

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14.1.2 notify the Grantee in writing of the nature of non-compliance and request it to comply with its obligations within thirty (30) business days of receipt of the request.

14.2 If the information furnished in the application for funding and/or progress report is false or misleading or the Grantee fails to comply with the request from the NLC in terms of clause 14.1.2, the Grantee shall be in material breach of this Agreement and the NLC shall have the right to:

14.2.1 cancel this Agreement;

14.2.2 withdraw tranche/s not yet disbursed; and/or

14.2.3 recover the amount/s paid to the Grantee under the grant of any property or assets purchased from the grant; and/or

14.2.4 decline any future applications.

## 15 Indemnity

The Grantee herewith indemnifies the NLC, the Minister of Trade and Industry, the Government of the Republic of South Africa and any Distributing Agency envisaged in the Act or any other organ of the state, or any of its employees, directors, members, agents or advisers against any and all claims, damages, losses or liabilities incurred by third parties which arise out of or in connection with the execution of the project and/or the utilisation of the grant by the Grantee and/or the Assisted Organisation/Community.

## 16 Claims against a third party

The Grantee hereby grants the NLC an irrevocable option to exercise a cession in respect of any claim which the Grantee may have against a third party in respect of the grant allocated.

## 17 Liability of directors or trustees

17.1 The management committee, directors or trustees of the Grantee shall at all times act in good faith and in the best interest of the Grantee, and shall jointly and severally be held liable for any claim, loss, liability or damage which may arise from or be incurred in respect of the grant, by completing and signing the form in Annexure "B" hereto and returning it to the NLC.

17.2 The management committee, directors or trustees of the Grantee shall, where applicable, ensure that upon dissolution or failure of the organisation to function as a going concern or inability to perform its duties and responsibility as a result of any cause whatsoever or for any reason whatsoever, ensure the protection of asset/s funded through NLC and shall also where appropriate consent to the NLC's intervention in facilitating the devolvement of all funded assets in line with the organisation's own dissolution clause within its constitution; failing which the NLC could, after satisfying itself that the Grantee cannot function as a going concern or for any reason mismanages, misuses or abuses NLC funded assets, approach the court

to declare the Grantee for all practical purposes to have dissolved and that all NLC funded assets be transferred to other non-profit entities having similar objectives.

**18 Final Agreement**

The Grantee by attaching the signature of its representative hereby:

18.1 agrees to be bound by the provisions of this Agreement, the application for funding and the Act; and

18.2 certifies that the information provided in the application is true, accurate and not misleading, and that no relevant information has been excluded from the application.

**19 Jurisdiction**

Both parties agree and hereby consent to the Magistrate's Court having jurisdiction. Notwithstanding the aforesaid, either party shall be entitled to institute all or any proceedings in connection with this Agreement in any High Court having jurisdiction.

**20 Law**

This Agreement shall in all respects be governed by and be construed in accordance with the laws of the Republic of South Africa, and all disputes, actions and other matters in connection therewith shall be determined in accordance with such law.

**21 Domicilia and notices**

21.2 All notices required to be served on any of the parties in terms of this Agreement must be given in writing by prepaid registered post or delivered by hand to the following *domicilia citandi et executandi* or sent to the following fax numbers or e-mail addresses:

In respect of the NLC:

Physical address

Block D, Hatfield Gardens  
333 Grosvenor Street  
Hatfield, 0083

Postal address

P.O. Box 1556  
Brooklyn Square  
Pretoria, 0075

Fax number: 086 536 1675

E-mail address: [info@nlcsa.org.za](mailto:info@nlcsa.org.za)

Marked for the attention of: The Legal Manager

In respect of the Grantee:

M, W



Physical address

ORLANDO STADIUM.....  
Cnr MARTHA LOW & UCOY ST.....  
ORLANDO EAST.....  
1804

Postal address

P O BOX 642.....  
MONROE.....  
2110.....

Fax number: 011.....

E-mail address: MARYZA77@gmail.com

Marked for the attention of: BUSINESS LADY

21.3 Anyone of the parties may from time to time change that party's *domicilium* by delivery of a written notice to the other party to that effect.

21.4 Any notice addressed by any party to the other party shall:

21.4.1 if delivered by hand at the address of its *domicilium* in terms of this clause, be deemed to have been duly received by the addressee on the date of delivery; or

21.4.2 if posted by registered post to the addressee's *domicilium* in terms of this clause, be deemed to have been received by the addressee on the fourteenth day following the date of such posting; or

21.4.3 if sent by fax to his fax number in terms of this clause be deemed to have been duly received by the addressee on date of successful transmission thereof; or

21.4.4 if sent by email, be deemed to have been duly received by the addressee on the date of sending if it is received before 5 pm on a business day, otherwise it will be deemed to have been received on the next business day, only if the email notice requests an electronic mail response acknowledging receipt and the responding email message -

21.4.4.1 clearly refers to the specific email message to which it is responding; and

21.4.4.2 includes a copy of the text of such message.

21.5 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the parties from another including by way of facsimile transmission shall be adequate written notice or communication to such party.

M.M.W



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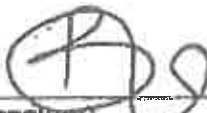
**22 Commencement**

This Agreement shall commence upon the signature of the last party.

THIS SIGNED at HARTFIELD, Pretoria, this 2nd day of FEB in the year 2018

**For the Grantee:**

**Witness:**

  
(Signature)

  
(Signature)

Name: BUUSINE KHOZA  
(Block letters)

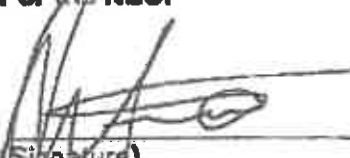
Name: Nisako Shibambo  
(Block letters)

Position: Executive Director  
(who warrants that he or she is authorised as the Main or Second Contact Person by the Grantee to do so)

THIS SIGNED at Hartfield this 22 day of February in the year 2018

**For the NLC:**

**Witness:**

  
(Signature)

  
(Signature)

Name: E. MAFANI  
(Block letters)

Name: E. MAFANI  
(Block letters)

Position: CEO  
(who warrants that he or she is authorised by the NLC to do so)

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**APPROVED ITEMS**

ITEM	AMOUNT	SPECIFIC RESTRICTIONS
CONSTRUCTION OF MULTI SPORT FACILITY	R18,000,000.00	

**TOTAL APPROVED BUDGET: R18,000,000.00**

Grant Agreement

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PROJECT	RECIPIENT NAME	RECIPIENT ACCOUNT	BANK	BRANCH CODE	AMOUNT	OWN REFERENCE	RECIPIENT REFERENCE	PAYMENT BATCH	PROVINC	PAYMENT DATE
109204	109204- INOABA YOKULIN DA	62350534999	FNB	250655	15,000,000.00	S109204	S109204		NC	7-Mar-18

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“GS 007”

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**UNICUS SOLUTIONS**

**UNICUS SOLUTIONS (PTY) LTD**  
**POSTAL ADDRESS:**  
 P O Box 305  
 Windwood  
 Johannesburg, 2144  
**PHYSICAL ADDRESS:**  
 REGUS CENTURION, Sandowne Ridge Office Park  
 Jans, Pretoria

**TEL NO:** +27 12 003 3945  
**FAX NO:** 068 823-3672  
**VAT NO:**  
**REG NO:** 2008/0036130/7

**TAX INVOICE**

INVOICE NO:	Invoice 0001
DATE:	11 March 2018
ACCOUNT NO:	
CLIENT VAT NO:	

**INVOICE TO:**  
 Customer Name: Inqaba Yolanda  
 PO Box 642  
 Middeburg  
 2110  
 Contact Person: Baylethe Kooza  
 Contact Tel No:

**OUR ORDER NO:**  
**ORDER RECEIVED:**  
**INVOICE ANALYSIS DATA:**  
 Generated By: John Standa  
**YOUR ORDER REFERENCE:**  
 NC  
**PAYMENT DUE DATE:**  
 GAUTENG

**DELIVER TO:**  
 Inqaba Yolanda  
 PO Box 642  
 Middeburg  
 Contact Tel No: 845 612 091

**Branch Details:** PNB Branch: Park Central Account Number: 6274727508 Branch Code: 254905  
**Payment Terms: 1 Day from Invoice Date**

ITEM NO.	PRODUCT CODE	DESCRIPTION	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL AMOUNT
1	N/A	1000 Building for the Northern Cape (Installation report to be provided)	1		R	10 000,00
						<b>SUB-TOTAL</b>
						<b>VAT - 14%</b>
						<b>TOTAL AMOUNT</b> R 10 000,00

**A COPY OF OUR STANDARD TERMS AND CONDITIONS OF SALE ARE AVAILABLE ON REQUEST. BY ACCEPTANCE OF THIS QUOTE YOU AGREE TO OUR COMPLETE TERMS AND CONDITIONS.**

**1) DELIVERY:**  
 a) Any product under delivery shall (copy or original) shipped by the customer and held by the supplier until such delivery was made by the customer and the supplier and goods were inspected and conform to the quality and quantity ordered.  
 b) The supplier will retain title on the goods on the date of delivery or part thereof.  
 c) Payment of risk.  
 d) Risk of damage to, loss, theft, or destruction of the goods shall pass to the supplier until such goods have been fully paid for by the customer and the customer shall remain fully liable to which it has sold such goods of this kind in writing.  
 e) The customer shall have the obligation to insure the goods against theft, fire, lightning, and any other cause unless otherwise provided for in the contract or delivery of the goods.  
 f) The customer shall remain liable for a period as stated in this quote.

**2) PAYMENT:**  
 a) The supplier shall be entitled to retain title to the goods until the customer has paid the full amount of the invoice. For all arrears, tracking will be done against agreed payment between the parties.  
 b) The customer shall be liable to pay the invoice within the period specified in the invoice.  
 c) The customer shall not be entitled to set off any amount due to the customer or by the supplier against the amount due in terms of the agreement.  
 d) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 e) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 f) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 g) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
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 i) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 j) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
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 l) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
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 o) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 p) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 q) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 r) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 s) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 t) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 u) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 v) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 w) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 x) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 y) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.  
 z) The customer shall be liable to pay the invoice to the supplier at the address specified in the invoice.

*W. W.*

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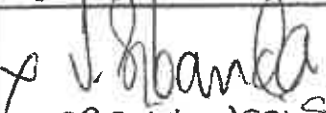
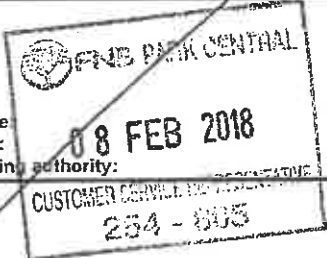
95 008



SIGNATURE CARD

Account Name	Unicus Solu(it)ons 2006/003513/07	Date	07 February 2018
Account Number	62747277508	Customer UCN (for office use only)	000000041163599
Signing arrangements	Number of joint signatories, e.g. 3	Page	of

Note: Please ensure names, role (e.g. Administrator, Account Signatory, Transactor, etc.) and signatures are recorded within the blocks. Draw a clear line through unused blocks.

 Name: Mr Sabulani Sibanda Role: ACC Signatory Signing authority: SOLE		
Name: Role: Signing authority:	Name: Role: Signing authority:	Name: Role: Signing authority:
Name: Role: Signing authority:	 Name: Role: Signing authority:	Name: Role: Signing authority:
Name: Role: Signing authority:	Name: Role: Signing authority:	Name: Role: Signing authority:
Name: Role: Signing authority:	Name: Role: Signing authority:	Name: Role: Signing authority:
Name: Role: Signing authority:	Name: Role: Signing authority:	Name: Role: Signing authority:
Name: Role: Signing authority:	Name: Role: Signing authority:	Name: Role: Signing authority:

M: W



First National Bank – a division of FirstRand Bank Limited Reg. No. 1929/001225/06  
 An Authorised Financial Services and Credit Provider (NCRCP20)  
 6<sup>th</sup> Floor, 1 First Place, Simmonds Street, Johannesburg, 2001, South Africa  
 For Business Banking Enquiries – Tel: 087 736 2247, International +27 (0)11 371 3711  
 Card Cancellations - Tel: 0800 110 132 International +27(0)11 369 1189  
 Website: www.fnb.co.za

07 February 2018

Unique Customer Number (For Office Use) 000000041163599

**BUSINESS CUSTOMER AGREEMENT**

This document records your information and products and services you have applied for. Your application for certain products/services is subject to approval and will only be available once approved by the bank. It also records the terms, conditions and rules that govern our relationship with you. Check this document carefully before you sign it. Keep this document as a reference.

**Customer Information**

Name of the Client Unicus Solu(t)ions  
 Registration Number 2006/003513/07  
 Country of Incorporation South Africa  
 Country of Operation South Africa  
 Address 32a Mount Street, Bryanston, 2191, South Africa

**Your Source of Funds**

You've stated your source of funds to be as follows:  
 Unknown

**Marketing Consent**

The FirstRand Group requests your consent so that we can inform you about our beneficial products and services. You may request us to stop marketing to you at any time. The FirstRand Privacy Policy available at www.fnb.co.za informs you how we use your information.  
 I agree that FNB can communicate with and market products and services to me.  
 Where I have not already provided specific consent: I agree that the remainder of the FirstRand Group, including its approved partners can communicate with and market products and services to me.

**Related Party Information**

This section records your relationship with "KYC related parties" and their personal information. This party is related to the primary customer as follows:

Kyc - Authorised User To Customer  
 Kyc - Ceo To Company/co-op  
 Kyc - 25%+ Shareholder To Company  
 Online Administrator  
 Primary Contact  
 Sole Administrator  
 Percentage voting rights/shareholding declared: 100%

**Personal Identity Details of Related Party**

Full Names Mr Jabulani Sibanda  
 Identity Number 6904265385085  
 Residential Address 32a Mount Street, Bryanston, 2191



**Account Information**

This section records the accounts you have taken up and the selections you have made in respect of that account.

Account Type	Name of the Account	Account Number
Gold Business Account	Unicus Solu(t)ions	62747277508
Business Savings Pocket	Unicus Solu(t)ions	62747277516

**Statement Delivery Information**

For Account Number	62747277508
Address for Delivery	jabu@unicus-ict.co.za
Frequency of Receiving Statements	07

**Statement Delivery Information**

For Account Number	62747277516
Address for Delivery	jabu@unicus-ict.co.za
Frequency of Receiving Statements	Quarterly On Cycle Date

**inContact Pro**

For Account Number	62747277508	
Cellphone numbers and email addresses to which inContact Pro notifications must be sent:		
0828830230 jabu@unicus-ict.co.za	When to Send Notifications	24 Hours

**inContact Pro**

For Account Number	62747277516	
Cellphone numbers and email addresses to which inContact Pro notifications must be sent:		
0828830230 jabu@unicus-ict.co.za	When to Send Notifications	24 Hours

**Declarations**

- I/We the authorised representatives hereby confirm that the information provided regarding the customer and controlling persons are true and correct and I/we will inform the bank in writing of any change of this status within 30 days of the change of status.
- The features and benefits of the account (and of the Cash Stash accounts if applicable) and the ways in which they operate have been explained to me/us or are clear to me/us.
- I/We understand the costs associated with operating the account (and Cash Stash accounts if applicable) and the interest rates that will apply to them.
- I/We understand and acknowledge that the customer must alone be satisfied that the account (and the Cash Stash account if applicable) meets the customer's requirements

M. W



- I/We have read and confirm that the customer agrees to be bound by the bank's general terms and conditions and those which govern its products and services, the service channels and access mechanisms used by the customer and its authorised users. These terms and conditions are available on request from any FNB branch or from our website at [www.fnb.co.za](http://www.fnb.co.za).
- I/We understand and acknowledge that the customer must obtain independent tax advice from a suitably qualified professional about the tax implications of the investment and that the customer alone must be satisfied that the account meets the customer's investment and other financial needs and objectives (applicable to investment accounts).
- The following are very important regarding **FOREIGN TAX OBLIGATIONS**.
- I/We confirm that I/we have not declared foreign tax obligations to the bank on behalf of the customer.
- I/We acknowledge that the Bank may be required to supply tax related information to the relevant tax authorities locally and abroad.
- I/We agree that if any tax information or other information required by law or agreement is outstanding, FirstRand Bank Limited may freeze all or any account/s of the customer until such time as the required information is provided.

Signed for the customer as Authorised Representative/s of the Customer which authority I/we warrant remains valid at this time of signing.

Signed by me/us on behalf of the Customer in the capacities described:

*J. Sibanda*  
 (Signature)

Mr Sabulani Sibanda  
 (Title and Full Name)

6904266385085  
 (Identity Number)

Director  
 (Signing Capacity)  
 07 February 2018

*[Signature]*  
 (Signature)  
 (Title and Full Name)  
 (Identity Number)  
 (Signing Capacity)  
 07 February 2018

*[Signature]*  
 (Signature)  
 (Title and Full Name)  
 (Identity Number)  
 (Signing Capacity)  
 07 February 2018

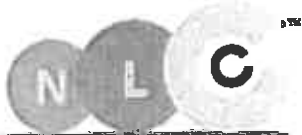


M.W

*[Signature]*

"GS 009"

GS 009



tel +27 (12) 432 1300  
Info Centre: 086 00 65383  
web: www.nlcsa.org.za

**NATIONAL LOTTERIES COMMISSION**  
a member of the dti group

National Lotteries Commission (NLC)  
P O Box 1556  
Brooklyn Square 0083, Pretoria

**BA Khoza**  
**Executive Director**  
**Inqaba Yokulinda**  
**Oriando Stadium**  
**Cnr Martha Louw & Mooki Street**  
**Soweto**  
**1804**

12 September 2019

Dear Ms. Khoza

**IN RE: REQUEST FOR ADDITIONAL BUDGET**

Project number: 109204

Please be advised that the National Lotteries Commission has considered your request for deviation from the originally approved budget and has resolved to approve your request.

Please find enclosed an addendum to the grant agreement entered into between the National Lotteries Commission and your organisation. Two copies of the addendum must be signed, initialed and returned within 30 days of receipt of this letter.

If you require any clarity regarding this matter, please direct your enquiries to our Information Centre on 0860 065 383. Please note that you must have your project number ready at all times.

Yours faithfully

**Ms. T Mampane**  
**Commissioner**  
**NATIONAL LOTTERIES COMMISSION**

M, W

"GS 010"

**ANNEXURE C**

**ADDENDUM TO GRANT AGREEMENT**

This serves to be an addendum to the grant agreement entered into by and between the

**NATIONAL LOTTERIES COMMISSION**

and

**INQABA YOKULINDA**

This addendum serves as an amendment to the original grant agreement ("the agreement"); it forms part of the agreement and shall be read and interpreted as part of the said agreement.

The agreement stipulates that the National Lotteries Commission acting as trustee of the NLC, in terms of section 22 of the National Lotteries Act, 1997 (Act No. 57 of 1997) hereby agrees to provide the recipient with a grant to the value of R 4 278 000.00 (four million two hundred and seventy eight thousand rand) subject to specific conditions contained in the grant agreement, in respect of the application (Project number: 109204) as submitted by the recipient.

Upon reviewing your request to deviate from the original budget the National Lotteries Commission resolved to approve the deviation.

As a result of the above the grant agreement is amended as follows:

**Annexure "A" must read:**

ITEM	AMOUNT	SPECIFIC RESTRICTIONS
Complete Construction	R 4,278,000.00	
<b>Total Approved Budget:</b>	<b>R 4,278,000.00</b>	

M. N.                  1

The Recipient by attaching his signature to this addendum is agreeing to the contents hereof.

THUS SIGNED at PRETORIA this 13<sup>TH</sup> day of SEPT in the year 2019

**For the Recipient:**

**Witness:**



(Signature)

Name: BUYISWE

(Block letters)

Position: EXECUTIVE DIRECTOR

(who warrants that he or she is

authorised by the Recipient to do so)



(Signature)

Name: Itumeleng

(Block letters)

THUS SIGNED at PRETORIA this 13 day of SEPTEMBER in the year 2019

**For the National Lotteries Commission:**

**Witness:**



(Signature)

Name: THOBANE C.C. MAMPONE

Position: COMMISSIONER

(who warrants that he or she is

authorised by the National Lotteries Commission to do so)



(Signature)

Name: Ramatsebe ML

(Block letters)

M. N



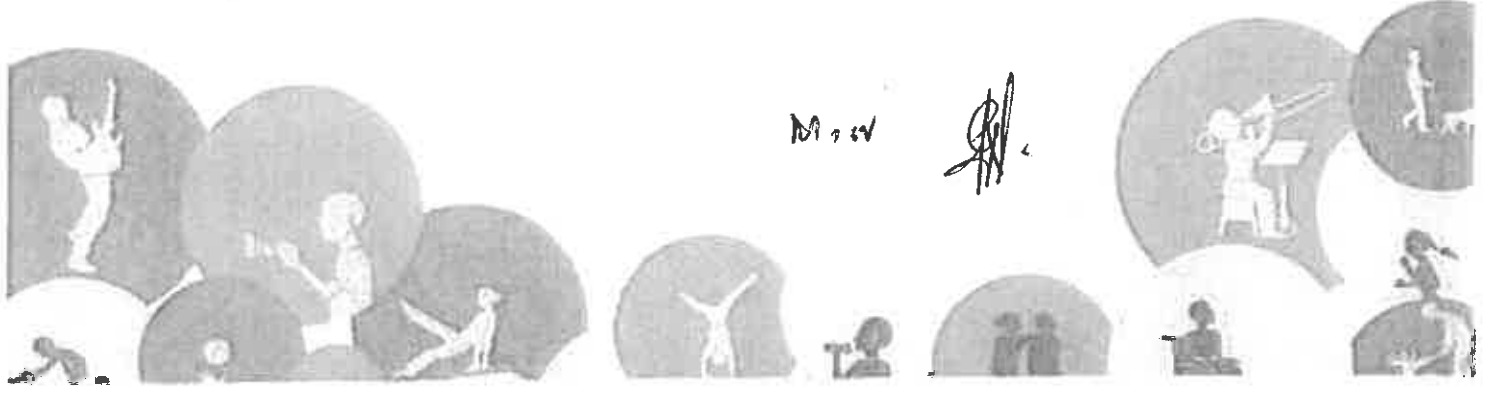
"GS 011"

95 011



**REQUEST FOR ADDITIONAL FUNDING TO  
COMPLETE THE CONSTRUCTION OF A MULTI-  
PURPOSE SPORT CENTER IN NORTHERN  
CAPE PROVINCE**

**September 2019**





**DOCUMENT CONTROL – VERSION MANAGEMENT**

**DOCUMENT CONTROL**


<b>Document Title:</b>	Request for Additional Funding to Complete the Construction of a Multi-Purpose Sport Center in Northern Cape Province	<b>Revision No.:</b>	1.0
<b>Document No.:</b>	0001	<b>Issue Date:</b>	September 2019
<b>File No.:</b>	Request for Additional Funding to Complete the Construction of a Multi-Purpose Sport Center in Northern Cape Province		

**VERSION CONTROL**

Revision No.	Date	Description	Comments
1.0	September 2019	Request for Additional Funding to Complete the Construction of a Multi-Purpose Sport Center in Northern Cape Province	Approval

**RECOMMENDED BY**

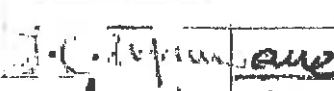
**Name/Role:** Mr. P Letwaba –  
 Chief Operations Officer

**Signature:** 

**Date:** 12/09/2019

**APPROVED BY**

**Name/Role:** Ms. T Mampene –  
 Commissioner

**Signature:** 

**Date:** 12/09/2019

**DISTRIBUTION**

Distributed to	Date	Location
Exco Members		
	M. W.	

## 1. Introduction

The purpose of the document is to request the Commissioner to approve additional funding to complete construction of a multi-purpose sport center in Northern Cape Province.

## 2. Background

The signing of the Lotteries Amendment Bill into law (Amended Lotteries Act Number 32 of 2013) in December 2013 and subsequent publishing of accompanying Regulations in April 2015 warranted a significant change in the structure and operations of the organisation. Amongst other key changes brought by the Amended Lotteries Act Number 32 of 2013 is section 2A paragraph 3 and 4 which states that **"the Commission may, upon request by the Minister, board or its initiative in consultation with the board, conduct research on worthy good causes that may be funded without lodging an application prescribed in terms of the Act. Paragraph 4 further states that the Commission may, upon request by the Minister, board or its own initiative in consultation with the board, invite applications for grants from worthy good causes in the prescribed manner"**.

The inclusion of section 2(A) paragraph 3 and 4 in the Amended Lotteries Act Number 32 of 2013 opened an opportunity for the Commission, Board of Directors and the Minister to pro-actively fund worthy good causes that are aligned to broader developmental agenda of the country such as National Development Plan (NDP), Government Nine (9) Point Plan etc. It is against this background that the Commission is pro-actively lodging this application based on the deliberations below.

M. W.



### 3. Deliberations and Key Considerations

The National Lotteries Commission (NLC) introduced an open-call system in the third quarter of 2016/17 financial year. Prior to the open-call system, NLC noted that there was an influx of applications on the last date of the call which posed amongst others the following two major risks to the organisation: inability to advise applicants who submit incomplete applications and high probability of not complying with regulated 150 days as per amended Lotteries Act due to large volume of applications received at the same time.

The NLC further noted that most of the organisations from the targeted impoverished communities submitted incomplete applications on the closing date of the call and when advised about their incomplete applications, it was difficult for the applicants to go back and correct their applications accordingly since the call would be closed by then. Furthermore, receipt of high volume of applications at the same time created bottle necks within the Grant Funding value chain. In a bid to remedy the above situation which posed a high risk of not complying with legislated 150 days, NLC introduced an open-call system which gave applicants who submitted incomplete applications an ample time to go back and correct their applications as advised without pressure of the closing date. The advent of the open call system ensured that NLC is always open to receive applications for worthy good causes and advise the applicants who submit incomplete applications accordingly throughout the financial year. These also afforded Grant Funding staff to thoroughly assess applications without pressure of volumes.

As part of the open-call system framework, the NLC is required to publish Annual Strategic Funding Areas at the beginning of each financial year. The Annual Strategic Funding Areas are required to be aligned to the Priority Areas prescribed in the NLC's founding Legislation, as well as National Priorities including but not limited to NDP, Department of Trade and Industry (DTI) Priorities, and Government Nine (9) Point Plan.

In alignment to the open-call system framework, the NLC approved the 2017/18 financial year Strategic Funding Areas which clearly outlined the direct correlation between the NLC Strategic Objectives, NDP and Government 9 Point Plan. Paragraph 2.3 of the approved 2017/18 financial year Strategic Funding Areas highlighted amongst others, the following as priority areas within the Sports and Recreation Sector:

**1. National Sports Federations can apply for:**

- Transformation & Development (minimum of 50% of value of the Grant Application);
- International participation; and
- Domestic participation.

**Note:** A detailed plan for the Transformation & Development must be submitted with the application.

**2. Provincial Federations can apply for:**

- Transformation & Development (minimum of 50% of value of the Grant Application);
- Domestic participation; and
- Training and Development of coaches of Clubs and Schools funded by NLC during 2015, 2016 and current financial year. (The list will be provided during the signing of the Grant Agreement).

**Note: A detailed plan for the Transformation & Development must be submitted with the application.**

**3. Affiliates to Provincial Federations (Districts) can apply for:**

- **Participation in leagues;**
- **Sports equipment;**
- **Transformation & Development; and**
- **Training and Development of coaches of Clubs and Schools funded by NLC during 2015, 2016 and current financial year. (The list will be provided during the signing of the Grant Agreement).**

**Note: A detailed plan for the Transformation & Development must be submitted with the application.**

**4. Sports Clubs & Football Academies can apply for:**

- **New basic Sport facilities;**
- **Upgrading of existing Sport facilities;**
- **Participation in leagues for Clubs based in previously disadvantaged and rural areas (maximum amount of R50,000.00); and**
- **Sports equipment (maximum amount of R100,000.00).**

**5. Public Schools can apply for:**

- **New basic Sport facilities and upgrading of existing Sport facilities for Quintile 1,2,3 public schools; and**
- **Sport equipment and apparel; (maximum amount R60 000.00).**

**6. Sports NGOs (NPCs or NPCa) can apply under the following condition:**

- **Registered NGOs whose primary objectives are to implement Sport and recreation based programmes in communities.**

**In addition to the above, paragraph 3 of the approved 2017/18 financial year Strategic Funding Areas recommend the following approach to pro-active funding while awaiting the conclusion of the research:**

- **Proposals should be accepted from high impact (flagship) infrastructure projects which could be sector specific or multi-sectorial;**
- **Proposals should be considered for initiatives that address the high levels of poverty and access to education;**
- **Proposals for the delivery of stimulating appropriate educational Information and Communications Technology (ICT) programmes to the Early Childhood Development (ECD) Centres funded under the 2014 ECD Infrastructure targeted call; and**
- **Proposals should be encouraged mainly from the following provinces: Free State, Mpumalanga, Northern Cape and North West where challenges are likely to be experienced in achieving minimum of 5% annual target due to legislated 12 months cooling-off-period.**

**A copy of approved 2017/18 financial year Strategic Funding Areas Guideline is attached as Annexure A for easy reference. The approved Strategic Funding Areas Guidelines was also posted on the NLC website and can be accessed on the following link**

**<http://www.nlc.co.za/wp-content/uploads/2017/06/2017-Open-Call-Sports-Advert-04062017.pdf>**

M.W 

According to the 2017/18 NLC Third Quarter Performance Report that was submitted to the shareholder (DTI), the Northern Cape and North West Provinces have been reported as the most underperforming province when it comes to the allocation of resources to the provinces.

No	Province	% Allocation
1	Eastern Cape	10%
2	Free State	7%
3	Gauteng	32%
4	Kwazulu-Natal	14%
5	Limpopo	8%
6	Mpumalanga	8%
7	Northern Cape	6%
8	North West	7%
9	Western Cape	8%

The above performance serves as a Key Risk Indicator that Northern Cape and North West Provinces might not be able to achieve the legislated minimum of 5% annual target per province. A copy of 2017/18 NLC Third Quarter Performance Report is attached as Annexure B. The approved 2017/18 NLC Third Quarter Performance Report was also posted on the NLC Intranet and can be accessed on the following link:

<http://intranet/wp-content/uploads/2018/02/FINAL-Signed-and-Approved-by-Board-NLC-3rd-Quarter-Performance-Report.pdf>

The NDP for the Republic of South Africa, Vision 2030 identified Sports and Recreation as one of the tools that can assist in transforming society and uniting the country. The NDP maintains that the government of the Republic of South Africa must ensure that there are adequate facilities for the majority of the population to participate in sports. The NDP requires government to provide facilities that can serve as community hubs and further encourages the communities to organise sporting events, leagues, championships and generally look after the sports facilities once they are installed or developed. Expanding opportunities for participation in sports will help to ensure sports teams represent all sectors of society and will also ensure that South Africa produces results that match its passion for sport. The role of Sports and Recreation in transforming society and uniting the country is outlined in details under chapter 15 of the NDP.

A study conducted by the University of Port Elizabeth (UPE) School of Social Science and Humanities (2001) titled: Sports Development – Obstacles and Solutions for South Africa identified lack of access to sporting facilities in rural and townships areas as a major obstacle to development of sports. The study revealed that more financial resources should be channelled towards sports development in the townships. The UPE study recommended that the government needs to equip sports and recreational facilities in rural areas as well as in the townships.

In alignment to the NDP and the above deliberations, the NLC approved a pro-active funding for the construction of multipurpose sport center in Northern Cape Province. Inqaba Yokulinda was then appointed as the implementing agency for project number: 106204. The project was monitored by independent auditors appointed by the NLC. A report by the independent engineers dated 14<sup>th</sup> August 2019 highlighted that the project will require additional R 4 278 000.00 for it to be fully completed (See Annexure C).



#### 4. Implications

##### 4.1 Service Delivery Implications

Given the fact that this was a pro-actively funded project, it is imperative that NLC ensures that the project is fully completed to realise the envisaged return on investment and avoid unnecessary negative publicity. Failure to approve the variation might lead to the current spent funds resulting in fruitless and wasteful expenditure as the facility cannot be used in its current condition.

##### 4.2 Financial Implications

The cost for completing the project is R 4 276 000.00 and funds are available under pro-active funding budget for 2019/20.

#### 5. Implementation of the Project

The NLC appointed engineers will continue to provide quality assurance in all stages of construction to ensure that the structure is constructed in line with all applicable prescripts and standards.


Cnr Hilda & Arcadia Street  
Hatfield Gardens  
Hatfield | Pretoria  
(T) +27 12 432 1300  
(F) +27 12 432 1404



**6. Recommendations**

It is therefore recommended that the Commissioner approves additional funding of R 4 278 000.00 for Inqaba Yokuqonda (Project Number: 108204) to complete the construction of a multi-purpose sport center as recommended by independent engineers.

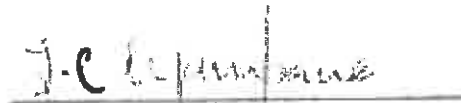
**COMPILED BY:**

  
\_\_\_\_\_  
Mr. P Letwaba

Chief Operations Officer

Date: 12/09/2019

✓  
**APPROVED / NOT APPROVED BY:**

  
\_\_\_\_\_

Ms. T Mampano

Commissioner

Date: 12/09/2019

Request for Additional Funding to Complete the Construction of Multi-Purpose Sport Center in Northern  
Cape Province

M.N. 

“GS 012”

GS 012



PROKURERS, NOTARISSE & AETEVERSAARDIGERS  
ATTORNEYS, NOTARIES & CONVEYANCERS

1st Floor, Centurion Wing  
& Art Centre, 123 Anker Road,  
Lyttelton Manor, Centurion, 0157  
Ducex 29, Centurion  
P.O. Box 11884, Die Hoëwal, 0163  
P/A Lodgement: 1427  
T +27 (0) 86 111 4661  
F +27 (0) 86 682 0525  
C +27 (0) 83 212 7322  
E [fnel@bothanel.co.za](mailto:fnel@bothanel.co.za)  
E [janice@bothanel.co.za](mailto:janice@bothanel.co.za)  
[www.bothanel.co.za](http://www.bothanel.co.za)

Our Ref: BUC2/0001  
Tel: +27861114661  
Email: [maritza@bothanel.co.za](mailto:maritza@bothanel.co.za)

Your Ref: Elrine

Date: 16 March 2018

**MILTONS MATSEMELA ATTORNEYS**

By Email

Dear Sir / Madam,

**OUR TRANSFER: LERATO BUCIBO and MOLAHLEHI WILLIAM BUCIBO TO TSHIFHIWA TERRENCE  
MAGOGODELA  
YOUR BOND: TSHIFHIWA TERRENCE MAGOGODELA IN FAVOUR OF  
OVER PROPERTY: ERF 1618 ZWARTKOP EXTENSION 8 TOWNSHIP**

We have been instructed to attend to the above transfer and understand that you will be attending to the simultaneous bond registration.

Kindly find attached:

- 1) Draft deed which we undertake not to alter without first notifying your office
- 2) Copy of the Sale Agreement

We require the following guarantees:

- 1) in favour of STANDARD BANK OF SOUTH AFRICA, Credit Account The Thekwini Fund 13 (RF) Limited, Account number 370425081, DURBAN NORTH Branch, ACB 042826, Reference 4032482, for the sum of R1 084 038.64 plus interest at 10.30% per annum on R1,084,038.64 from 1 March 2018 to date of payment, both days included, payment limited to a maximum amount of R1,360,000.00
- 2) in favour of ABSA BANK LIMITED, Credit Account STRAUSS DALY INC., Account number 4053763681, UNIVERSAL Branch, ACB 331926, Reference SAH7/18127, for the sum of R2 831.80
- 3) in favour of NEDBANK LIMITED, Credit Account BOTHA NEL ATTORNEYS, Account number 1019621648, CENTURION Branch, ACB 162145, Reference BUC2/0001, for the sum of R273 129.56 minus interest at 10.30% per annum on R1,084,038.64 from 1 March 2018 to date of payment, both days included

The simultaneous transactions are:

T: LERATO BUCIBO and MOLAHLEHI WILLIAM BUCIBO / TSHIFHIWA TERRENCE MAGOGODELA; by OURSELVES, Lodgement No. 1427  
BC: LERATO BUCIBO and MOLAHLEHI WILLIAM BUCIBO / SAHL – by Strauss Daly Inc.  
B: YOURSELVES

M.W

We undertake to deliver the title to your office upon release from the Deeds Registry.

Yours sincerely,




**Botha Nel Attorneys**

Per: Maritza Markram

Mobile: +27861114661

Email: maritza@bothanel.co.za

M.W. 

"GS 013"

GS 013



1st Floor, Centurion Wine  
 & Art Centre, 123 Amkor Road,  
 Lyttelton Manor, Centurion, 0157  
 Duces 29, Centurion  
 P.O. Box 11884, Die Hoewes, 0163  
 P/A Lodgement: 1427  
 T +27 (0) 86 311 4661  
 F +27 (0) 86 682 0525  
 C +27 (0) 83 212 7322  
 E [dan@bothanel.co.za](mailto:dan@bothanel.co.za)  
 E [janine@bothanel.co.za](mailto:janine@bothanel.co.za)  
 www.bothanel.co.za

Our Ref: BUC2/0001  
 Tel: +27861114661 Email: [maritza@bothanel.co.za](mailto:maritza@bothanel.co.za)

Date: 14 March 2018  
 VAT No.: 4090265960

MR. TSHIFHIWA TERRENCE MAGOGODELA  
 Email: [magogodelt@athleticssa.co.za](mailto:magogodelt@athleticssa.co.za)

**PRO FORMA STATEMENT OF ACCOUNT**

Transfer: LERATO BUCIBO and MOLAHLEHI WILLIAM BUCIDO / TSHIFHIWA TERRENCE  
 MAGOGODELA  
 Property: ERF 1618 ZWARTKOP EXTENSION 8 TOWNSHIP

DESCRIPTION	DEBIT	CREDIT	VAT
To Transfer Duty	31 500.00		
To Transfer Fee	21 400.00		3 210.00
To Deeds Office Fee - Transfer	1 050.00		
To agent fee - obtain rates figures & certificate	560.00		
To Postage and Petties	850.00		127.50
To Deeds Office Search Fee	190.00		28.50
To Electronic Facilitation Fee	400.00		60.00
To deposit	240 000.00		
By amount received		360 000.00	
<b>SUB TOTALS</b>	<b>295 950.00</b>	<b>360 000.00</b>	<b>3 426.00</b>
<b>TOTAL AMOUNT DUE (incl. VAT)</b>		<b>R -60 624.00</b>	

**Banking Details:**  
 Account Name: BOTHA NEL ATTORNEYS  
 Bank: NEDBANK LIMITED  
 Account Number: 1019621648  
 Branch: CENTURION  
 Branch Code: 162-145  
 Reference: BUC2/0001

We are an accountable institution in terms of the Financial Intelligence Centre and must report all cash payments over R 25 000.00 to the Financial Intelligence Centre

M. W.

"GS 014"



GS 014

FROM_ACC	TO_ACC_NO	NEPS_TO_B ENIF_NAME	NEPS_DR_D ESCRPTION N	NEPS_CR_R EFERENCE	EPS_AMOUN	NEPS_PAYM ENT_NAME	DATE_PAID	NEPS_TIME _PAID
62747277508	1019621648	BOTHANEL TRUST ACCO	NCASATE	BUC2/0001	360,000.00	BOTHANEL TRUST ACCO	2018/03/13	11:43:04

M'W

“GS 015”



**miltons  
matsemela**

attorneys • notaries  
*The Conveyancers*

**Miltons Matsemela Inc -  
Johannesburg OFFICE**

1st floor, 65 Central Street,  
Houghton, Johannesburg 2198  
P.O. BOX 92383, NORWOOD, 2117  
132 Cape Town  
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tel: +27 (0) 11 483 0166  
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**Direct Contact Details**

direct tel +27 (0)21 021 521 1340  
Fax-to-email 086 545 7797  
email ElrineT@miltons.law.za  
Elrine/50104155/ET-  
MAGODELA  
our ref  
your ref  
date 26 March 2018

95015

MR T T MAGOGODELA

**STATEMENT OF ACCOUNT**

**BOND IN FAVOUR OF ABSA BANK LIMITED OVER ERF 1618 ZWARTKOP EXTENSION 8**

DESCRIPTION	FEES	DISBURSEMENTS	VAT
To our fees for taking instruction, drawing Power of Attorney to pass Bond, drawing Bond and other documents, lodgement and registration, correspondence, etc	21 400,00		
To FICA identification and verification fee	650,00		
To postages, petties and telephone	1 200,00		
To Deeds Office Search Fee	242,00		
Electronic Facilitation Fee	325,00		
Instruction Charge - ABSA	195,00		
To Electronic Legal Document Fee	95,00		
To Deeds Office Fee		1 050,00	
To 15 % VAT			
<b>TOTAL</b>	<b>24 107,00</b>	<b>1 050,00</b>	<b>3 616,05</b>
<b>AMOUNT DUE</b>			<b>R28 773,05</b>

MILTONS MATSEMELA INC/ING	
Bank:	ABSA Bank
Branch / Tak:	Milnerton
Branch Code / Tak Kode:	632005
Account Number / Rekening Nommer:	711626328
Reference / Verwysing:	Elrine/50104155/ET-MAGODELA

Errors and omissions excluded. This account is subject to amplification and amendment in the event that formal taxation is required.  
Payment due on presentation.

Miltons Matsemela Incorporated is a level 4 (100%.) B-BBEE contributor

Reg No 2001 / 001112 / 21

**MILTONS MATSEMELA INCORPORATED**

VAT No 488 0192 135

Directors: Fred Wille; Andrew Murray; Deon Welz; Willie Knoetze; Francois Tredoux; Michael Ngubeni; Teresa Grauso; Robert Krautkramer; David Lotz; Jolene Jacobs; Kristen Searle

Professional Assistant: Jenine Theron; Liz Casey; Andrea Van Nelson; Tiffany Heeger; Farzanah Mugjenkar; Lisa Moore Consultant: Milton Koumbatis

Table View: +27 (0) 21 521 1300

Tygervalley: +27 (0) 21 914 4100

Claremont: +27 (0) 21 671 5141

Cape Town: +27 (0) 21 419 4642

Johannesburg: +27 (0) 11 483 0166

Hout Bay: +27 (0) 21 790 0435

Kuils River: +27 (0) 21 903 3090

M. W

Obo purchase pd 16/4/18

“GS 016”

92 0163



PROKUREURS, NOTARISSE & AKTIEVERWAARDIGERS  
ATTORNEYS, NOTARIES & CONVEYANCERS

1st Floor, Centurion Wine  
& Art Centre, 123 Amkor Road,  
Lyttelton Manor, Centurion, 0157  
Office 29, Centurion  
P.O. Box 11884, Die Hoewes, 0163  
FSA Lodgement: 1427  
T +27 (0) 86 111 4641  
F +27 (0) 86 682 0525  
C +27 (0) 83 212 7322  
E daniel@bothanel.co.za  
E jamie@bothanel.co.za  
www.bothanel.co.za

Date: 4 May 2018  
Our Ref: BUC2/0001  
VAT No.: 4090265960

### TRANSFEEE FINAL STATEMENT OF ACCOUNT

Attention: MR. TSHIFHIWA TERRENCE MAGOGODELA  
Transfer: LERATO BUCIBO and MOLAHLEHI WILLIAM BUCIBO / TSHIFHIWA TERRENCE  
MAGOGODELA  
Property: ERF 1618 ZWARTKOP EXTENSION 8 TOWNSHIP

DESCRIPTION	DEBIT	CREDIT	VAT
To Purchase Price	1 600 000.00		
By deposit amount received		360 000.00	
By Bond Guarantees		1 360 000.00	
To Transfer Duty	31 500.00		
To Transfer Fee	21 400.00		3 210.00
To Deeds Office Fee - Transfer	1 050.00		
To agent fee - obtain rates figures & certificate	560.00		
To Postage and Petties	850.00		119.00
To Deeds Office Search Fee	190.00		26.60
To Electronic Facilitation Fee	400.00		56.00
To payment of bond costs to Miltons Matsemela	28 773.05		
By interest on investment		1 425.86	
To our admin fee for investment	650.00		97.50
Sub Totals	1 685 373.05	1 721 425.86	3 509.10
VAT	3 509.10		
To Amount Herewith	32 543.71		
<b>TOTAL</b>	<b>R 1 721 425.86</b>	<b>R 1 721 425.86</b>	

M.W.

"GS 017"

Select Vehicle

Name: SIBANDA J  
 Owner type: Owner  
 Identification type: RSA ID document  
 Identification number: 6904265385085  
 Number of entries: 3

Licence number	Register number	Chassis number/VIN	Engine number	Make	Series
TP1581GP	HCV9999S	JHMGD37406S200701	L15A15001080	HONDA	JV2Z 1.5
ZHU313GP	H8J463S	WDB2110772B023977	15698360003511	MERCEDES-BENZ	W211
VCW244GP	HMX566S	WDB20947721077051	15698260003122	MERCEDES-BENZ	A209

M1W

50017

"GS 018"



GD 018

Good day Godsave Ngobeni.

Mr Jabu Sibanda from Unicus Solutions brought in an Mercedes Benz E63 AMG to my workshop. I unfortunately do not have the date the vehicle came in as I did not work with Job cards at the time. Jabu wanted us to go through the entire vehicle and quote on all the work that needed to be done. We made a quote for round about R 80000.00 that was hand written and I unfortunately do not keep records of the quotes on my old system. Jabu gave us the go ahead and I requested a R60000.00 deposit which is the payment that you are querying.

The Vehicle was repaired at a lower rate ( invoice 0738/0739 ).

When we had finished the E class, he dropped off a Mercedes Benz CLK 63 AMG that also required work which the remainder of the deposit would go towards. Unfortunately his E 63 broke down and was towed in and we returned the CLK 63. We then did additional work on the E 63 AMG. ( invoice 0806 ). The remainder of the deposit went to this repair.

We returned the E 63 and collected the CLK 63. Unfortunately a short while later, the E 63 broke down again with one of the air shocks popping. Once again, the cars were swapped and the E 63 Repaired.

After the last E63 Repair, ( invoice 0875 ) The CLK 63 came back. We finished the repairs on this vehicle and handed the vehicle over on our last day of the year and allowed Jabu to do EFT after collection of the car. ( invoice 0968 )

Invoices 0738/0739, 0806, and 0875 were all payed in full by Jabu. Invoice 0968 has never been completely settled. The year after there repair I received a R 10000.00 payment towards invoice 0968 and once more a year later of R 10000.00. There after i have received no more money.

Jabu Sibanda from unicus solutions still owes me R25526.08. I tried final letters of demand and even contact a debt collector with no success.

I hope all this information in sufficient and should you have any questions please contact me.

Thank you  
Jerome Barac  
Corvette Motors

On Friday, 8 October 2021, 12:20:18 SAST, Godsave Ngobeni <gngobeni@siu.org.za> wrote:

Good day Mr Barac

Kindly receive the attached request as per our telephonic conversation held on Wednesday.

Your cooperation will be much appreciated.

Regards

M'w





# CORVETTE MOTORS

No: 0738

Reg. No. 2017/201277/07    VAT REG. No. 4820278127

(PTY) LTD.

217 Bram Fischer Drive, Randburg  
 ☎ 011 787 1687 • Fax: 011 787 9630  
 corvettemotors@yahoo.com

17/08/2018

NAME <u>Unicus Solu(77)ons</u> ADDRESS <u>PO Box 355</u> <u>Wendywood</u> <u>2144</u> TELEPHONE <u>082 883 0230</u>	MAKE OF CAR <u>EL3 AMG</u> REG No <u>ZHJ 313 GP</u> KILOMETERS <u>96937</u> ORDER NUMBER _____ CLIENT'S V.A.T. NUMBER: <u>4900252554</u>
---	--

	MATERIAL		LABOUR	
	R	C	R	C
2 Engine Mountings	2730	00		
1 Second hand fuel tank	1826	00		
2 x Foglights	1450	00		
1 Fuel line	562	70		
2 Fuel tank sender unit seals	809	00		
1 Set air filters	489	70		
1 Coil cylinder 5	1278	10		
1 658 Battery	1950	00		
1 Set rear pads	1497	90		
1 Brake wear sensor	154	00		
1 Battery Bracket	558	00		
1 R/F Foglight Grill	2128	10		
1 L/F door handle	3526	60		
Protection plate nuts + bolts	623	90		
1 spare wheel compressor	4352	80		
Complete tool kit	1103	90		
2 Thrust arm bushes	2441	50		
4 elasto caps	420	00		
wheel alignment	310	00		
1 Set wiper blades	520	00		
1 Rear main seal	586	50		
	29361	70		
Total Material and Labour				
			VAT	
			<b>TOTAL PAYABLE</b>	

**CORVETTE MOTORS**    **BANKING DETAILS:**  
 STANDARD BANK  
 CLEAR WATER BRANCH - 1206  
 A/C No.: 08-137-024-5

- CONDITIONS OF CONTRACT:**
- All vehicles and contents left in our custody, parked, stored and driven entirely at vehicle owner's risk. We in no way accept liability or responsibility for any loss or damage of whatsoever nature and howsoever caused including any loss or damage caused by the negligence or recklessness of our servants, employees or agents or any other person's.
  - I authorize you to do the work listed above at my expense and to replace and supply such parts and materials including oils and petrol which may be necessary to complete the work set out above and I agree to the scale of charges as detailed on the schedule displayed in the workshops office for inspection.
  - I acknowledge that you can give me no undertaking that the vehicle will be ready at the time stated.
  - Should vehicle not be collected on completion of repairs, storage charges will apply after 30 days.
  - Overdue accounts will attract interest charges at prime +5% after 30 days.

M W



E & OE

I acknowledge that I have read and understand the above conditions of contract.









“GS 019”



GS 019

**Godsave Ngobeni - Documents Your Ref: NLC R32/2020**

---

**From:** Riana | Pharoah Group <Riana@pharoahgroup.com>  
**To:** Godsave Ngobeni <GNgobeni@siu.org.za>  
**Date:** 11/8/2021 3:25 PM  
**Subject:** Documents Your Ref: NLC R32/2020  
**Attachments:** img-Y08151631-0001.pdf

---

Good Afternoon Godsave,

Hope you are still well.

Please find attached relevant documentation as requested by you.

A certain Mr Ziyaad Davids ID: 8609185125085 paid the R50 000.00 over to us as a deposit on a 2010 Mercedes Benz E63 AMG that he bought from us.

The balance of the vehicle was financed via Standard Bank – Contract attached.

The client signed the contract and only took delivery of the vehicle on the 14<sup>th</sup> of December 2018 at our premises.

Please feel free to contact me if I can assist with more information.

Regards.

Riana Slabbert  
Cashflow & Floorplan Manager

15, 15th Street, Marlboro, Sandton  
T 011-444-9460

**PHAROAH™**  
AUTO INVESTMENTS JOHANNESBURG



Riana Slabbert  
Cashflow & Floorplan Manager

T +2711 444 9460  
C 082-453-7559  
A 15 15th Street, Marlboro, Sandton

m.w



TAX INVOICE / BELASTINGFAKTUUR  
 VAT Registration No / BTW Registrasie No 4940112230

CHEQUE ACCOUNT NUMBER: 40-6697-7251  
 TJEKREKENINGNUMMER:

STATEMENT NO. 0140 PAGE 11  
 STAATNR. BLADSY

PHAROAH AUTO INVESTMENTS CC  
 PO BOX 1589  
 RIVONIA  
 2128

GROWING BUSINESS ACC

CLIENT VAT REG NO:

FOR PERIOD: / VIR TYDPERK: 30/06/2018 - 29/07/2018

PACC 531

DATE DATUM	TRANSACTION DESCRIPTION TRANSAKSIEBESKRYWING	CHARGE KOSTE	DEBIT AMOUNT DEBIETBEDRAG	CREDIT AMOUNT KREDIETBEDRAG	BALANCE SALDO
24/07/2018	ACB CREDIT SETTLEMENT Pharoah Auto Investment CC-Jul			2,124.90	4861,033.28-
24/07/2018	ACB CREDIT * U16247			50,000.00	4811,033.28-
25/07/2018	NPF CREDIT EFT1807250004923/LARCHE TRA			150,000.00	4661,033.28-
25/07/2018	DEBIT TRANSFER CCP 250718		97,944.91		4758,978.19-
25/07/2018	IBANK PAYMENT TO ABSA BANK PAI 250718		30,000.00		4788,978.19-
25/07/2018	DEBIT TRANSFER PAI 250718		167,059.98		4976,038.17-
25/07/2018	ACB CREDIT 95279012604 BESTER			798,147.04	4177,891.13-
25/07/2018	ACB CREDIT PAI STD TRF			150,000.00	4027,891.13-
25/07/2018	ACB CREDIT SBVAF / JOUBERT AG			263,100.00	3764,791.13-
25/07/2018	ACB CREDIT U162162			100,000.00	3664,792.13-
25/07/2018	ACB DEBIT:EXTERNAL CELL C SP 108072688 266689060		1,065.27		3665,856.40-
25/07/2018	CHEQUE 10847 HEADOFFICE		70,000.00		3735,856.40-
26/07/2018	ACB CREDIT A SARS 9191967158 402			325,077.52	3410,778.88-
26/07/2018	IBANK PAYMENT FROM ABSA BANK NICHOLAS MOOSA			181,000.00	3229,778.88-
26/07/2018	INET IMMEDIATE PMT ABSA BANK Nabi Invest. Parcel 1603DD12B8		250,000.00		3479,778.88-
26/07/2018	IBANK PAYMENT FROM ABSA BANK CCP Trf			80,000.00	3399,778.88-
26/07/2018	DEBIT TRANSFER PAI 250718 2		353,005.60		3752,784.48-
26/07/2018	DEBIT TRANSFER CCP 250718 2		122,817.99		3875,602.47-

CASH, CHEQUE & ATM WITHDRAWALS	INTEREST PAID	SUNDRY DEBITS	CHARGES
16 256 985.10-	31 343.18-	13 644 653.41-	12 271.64
CHEQUES DEPOSITED UNPAID	DEPOSITS	INTEREST EARNED	SUNDRY CREDITS
0.00	0.00	0.00	28 904 991.36

REBATES

IMPORTANT  
BELANGRIK

Statements are accepted as correct unless queried within 30 days. Cheques reflected on the statement which are not attached/imagined will be included with your next statement.  
 State word as korrek aanvaar tensy navraag binne 30 dae gedoen word. Tjeks wat op hierdie staat verskyn en nie aangeheg/gefotografeer is nie, sal by u volgende staat ingesluit word.

MW

OFFER TO PURCHASE

SALESPERSON

IKF

NO.

DELIVERY DATE

NAME / COMPANY

DAVIDS

PHYSICAL ADDRESS

5 VAN SCHALKWYK STREET  
VREDEBURG

POSTAL ADDRESS

POSTAL CODE

7380

TEL:

(022) 7191495.

CELL:

0796912322

EMAIL:

ZIUAAD.DSS@GMAIL.COM.

CHRISTIAN NAMES / ANY BUYER

ZIUAAD

PHONE NO.: 8609185125085.

DETAILS OF VEHICLE

CHASSIS NO.	416247
REG. NO.	BC62BR GP.
YEAR	2010
MAKE / MODEL	MERCEDES BENZ G63
COLOR	SILVER
VIN NO.	15698560055189
WARRANTY NO.	WDD2120772A158864
WARRANTY CODE	88048

WARRANTY TO: Standard Bdc

TAX EXEMPTION WHERE APPLICABLE

SELLING PRICE:

329 568.22

SUB TOTAL ▶

ACCESSORIES: 1.

2.

3.

4.

5.

6. SERVICE FEE

1478.26

7. DOCUMENTATION

2913.04

SUB TOTAL ▶

334956.00

VAT ▶

80213.60

CASH PRICE ▶

356200.00

LESS CASH DOWN PAYMENT

	TI 1	TI 2
TRADE-IN OFFERED (TI)		
LESS BALANCE OWING THEREON		
GOVERNMENT ALLOWANCE		
STAND-IN-VALUE		
BALANCE		

PAYABLE TO

PAID CHEQUE NO.

DATED

BALANCE

Buyer's Manager's Acceptance

Salesman's Acceptance

Finance Authority

Account No.

Invoice Date

Invoice No.

Prospect No.

Date

Insurance Company

Policy No.

Expiry Date

DETAILS OF TRADE-IN VEHICLE

PURCHASER HEREBY WARRANTS THE MAKE / MODEL

REG. DATE

COLOUR

M.W

**VEHICLE TAX INVOICE**

Invoice To:-  
 Standard Bank Vehicle And Asset  
 Finance  
 2nd Floor 6 Simmonds Street  
 Johannesburg  
 Gauteng  
 2000  
 VAT Number:4100105461

Delivered On Your Behalf To:-  
 Mr Ziyaad Davids  
 5 Van Schalkwyk Street  
 Vredenburg  
 Western Cape  
 7380

Invoice No : 109390  
 Division ID : PH  
 Date / Tax Point : 13/12/2018  
 Order Number :  
 Customer Order No : 203401  
 Stock Number : U16247  
 Salesperson : Ike Khumalo  
 Estimated Delivery Date : 13/12/2018

**VEHICLE DETAILS**

<b>Manufacturer</b>	Mercedes Benz	<b>VIN</b>	WDD2120772A158864	<b>Colour</b>	Silver
<b>Model</b>	E63	<b>Registration Number</b>	BC62BRGP	<b>Trim</b>	Leather
<b>Specification</b>	AMG	<b>Reg Date</b>	01/01/2010	<b>Odometer</b>	88048

For the supply of the following :-

**This is a VAT Qualifying Vehicle**

	Total	VAT	Value	Tax	
<b>VEHICLE</b>					
Mercedes Benz E63 AMG			329,565.22	S	
<b>OPTIONS</b>					
Silver			0.00	S	
<b>Total Options</b>			<b>0.00</b>		
<b>Sub-Total Vehicle Price</b>			<b>329,565.22</b>		
<b>ACCESSORIES</b>					
<b>Total Accessories</b>			<b>0.00</b>		
<b>PRE-TAX ITEMS</b>					
Delivery			0.00	S	
Compliance Subscription	1,700.00	221.74	1,478.26	S	
On Road Cost Vehicle	4,500.00	586.96	3,913.04	S	
<b>Total Pre-Tax Items</b>			<b>5,391.30</b>		
<b>SUB TOTAL</b>					
<b>Sub Total</b>	<b>50,243.48</b>		<b>334,956.52</b>		
<b>POST-TAX ITEMS</b>					
Licence			0.00	E	
License And Registration			1,000.00	E	
<b>Total Post-Tax Items</b>			<b>1,000.00</b>		
<b>TOTAL</b>	<b>50,243.48</b>		<b>386,200.00</b>		

Trade Ins		
Registration No	Settlement	Value
<b>Totals</b>	<b>0.00</b>	<b>0.00</b>
Deposits Taken		
Deposit No	Date	Type
<b>Total</b>		<b>0.00</b>

**Balance 386,200.00**

Notes:

Engine Number: 15698560055189 M&M Code: 44069481 Locker: 101


*	Description	Rate %	Goods Value	VAT
E	Exempt	0.00	1,000.00	0.00
S	Standard	15.00	334,956.52	50,243.48

Refer to our terms and conditions.  
 Ownership of the goods remain vested in the dealer until the purchaser has paid the dealer the full purchase price, including all additional amounts and as reflected above.

Signature of Supplier : \_\_\_\_\_ Date : \_\_\_\_\_

Signature of Buyer : \_\_\_\_\_ Date : \_\_\_\_\_

We agree to purchase the Vehicle subject to the terms and conditions in reliance upon the information provided by the Supplier

M-W 

“GS 020”

45020

FROM_ACC	TO_ACC_NO	NEPS_TO_BENIF_NAME	NEPS_DR_DESCRIPTION	NEPS_CR_REFERENCE	NEPS_AMOUNT	NEPS_PAYMENT_NAME	DATE_PAID	NEPS_TIME_PAID
62747277508	62192003045	AUTO INTEGRITY	AUDI AUTO	001752 BY97FHGP	205840.00	AUTO INTEGRITY	2018/03/26	23:56:39

m: v 

"GS 021"

GD 021

Dear Mr Ngobeni

I confirm we had a telephonic booking from Mr Jabu Siband for himself and his two sons to do a seven day detox treatment at our retreat in Westville, Durban. The cost of R19500 per person, totalling R58500 was paid before we started our treatment.

Best regards  
Ramesh Ramkumar

On Thu, 04 Nov 2021, 1:49 pm Godsave Ngobeni, <[GNgobeni@siu.org.za](mailto:GNgobeni@siu.org.za)> wrote:

Greetings once more.

See attached signed pdf version of the request.

Hoping to hear from you soonest.

Regards



Godsave "Mlambya" Ngobeni

*Forensic Investigator*

Special Investigating Unit [SIU]

74 Watermeyer Street, Rentmeester Building; Meyerspark, Pretoria;0184

Tel : 012 843 8888:Mobile: 083 674 3077

Faks/Fax : 012 843 8813

Epos/Email: [GNgobeni@siu.org.za](mailto:GNgobeni@siu.org.za)

***"The only purpose of the Bamboo Story is to make you feel better when you're getting lousy results in your life"***



>>> Godsave Ngobeni 11/4/2021 1:27 PM >>>

Dear Mr Ramkumar.

Kindly receive the attached request for information as discussed.

Thanking you in anticipation.

Regards

m.w.



T: +27 31 266 2322

M: +27 83 523 8578

F: +27 86 567 8578

E: beinghuman@telkomsa.net

www.ramesh.co.za



Indemnity Form

Name & Surname..... JABU SIBANDA

Contact numbers..... 082 883 0230

Address..... 32A MAJAY STREET BATHSTON

E-mail address..... jabu@unicus-ct.co.za

Occupation..... DIRECTOR

Children & Ages.....

Birthday Date..... 26/04/69 Age..... 48

Weight.....

How did you hear about us..... FRIEND

In case of emergency who can I call..... ANNI 073 247 6419

Do you suffer from any of the following?

Constipation/Bloating	<input type="checkbox"/>	Piles	<input type="checkbox"/>	Acid Reflux/Indigestion	<input checked="" type="checkbox"/>
Hormone Imbalance	<input checked="" type="checkbox"/>	Diabetes	<input type="checkbox"/>	Skin Disorders	<input checked="" type="checkbox"/>
Blood Pressure	<input type="checkbox"/>	Fatigue	<input type="checkbox"/>	Arthritis	<input type="checkbox"/>
Cancer	<input type="checkbox"/>	Gout	<input type="checkbox"/>	Any Recent Surgery	<input type="checkbox"/>

Any Other.....

Medication.....

The therapist and staff of the DETOX CENTRE will at all times exercise their expertise and do their utmost to care and nourish you during your detoxification process.

I (signature)..... J. Sibanda..... am here at my own free will and will not hold the DETOX CENTRE responsible for any injuries that may occur during this treatment time. Date..... 28/3/18

m-w

T: +27 31 266 2322

M: +27 83 523 8578

F: +27 86 567 8578

E: beinghuman@telkomsa.net

www.ramesh.co.za

Indemnity Form

Name & Surname Siyabonga Sibanda

Contact numbers 0711046151

Address 32 A mount street bryanston

E-mail address Siyabonga Sibanda

Occupation Student

Children & Ages

Birthday Date 09/09/1998 Age 19

Weight 85 kg

How did you hear about us

In case of emergency who can I call 012 9830230

Do you suffer from any of the following?

- |                       |                          |          |                                     |                         |                          |
|-----------------------|--------------------------|----------|-------------------------------------|-------------------------|--------------------------|
| Constipation/Bloating | <input type="checkbox"/> | Piles    | <input type="checkbox"/>            | Acid Reflux/Indigestion | <input type="checkbox"/> |
| Hormone Imbalance     | <input type="checkbox"/> | Diabetes | <input type="checkbox"/>            | Skin Disorders          | <input type="checkbox"/> |
| Blood Pressure        | <input type="checkbox"/> | Fatigue  | <input checked="" type="checkbox"/> | Arthritis               | <input type="checkbox"/> |
| Cancer                | <input type="checkbox"/> | Gout     | <input type="checkbox"/>            | Any Recent Surgery      | <input type="checkbox"/> |

Any Other

Medication Epilim

The therapist and staff of the DETOX CENTRE will at all times exercise their expertise and do their utmost to care and nourish you during your detoxification process.

I (signature) [Signature] am here at my own free will and will not hold the DETOX CENTRE responsible for any injuries that may occur during this treatment time. Date 28/03/18

M.W



T: +27 31 266 2322

M: +27 83 523 8578

F: +27 86 567 8578

E: beinghuman@telkomsa.net

www.ramesh.co.za

Indemnity Form

Name & Surname..... ABU Junior Sibanda

Contact numbers..... 072 675 7474

Address..... 32 a Mount St. Bryanston

E-mail address..... abu junior sos@gmail.com

Occupation..... N/A

Children & Ages..... 16

Birthday Date..... 12/01/01 Age..... 16

Weight..... 68 kg

How did you hear about us..... Dad

In case of emergency who can I call..... Dad (0828830230)

Do you suffer from any of the following?

- |                       |                          |          |                                     |                         |                          |
|-----------------------|--------------------------|----------|-------------------------------------|-------------------------|--------------------------|
| Constipation/Bloating | <input type="checkbox"/> | Piles    | <input type="checkbox"/>            | Acid Reflux/Indigestion | <input type="checkbox"/> |
| Hormone Imbalance     | <input type="checkbox"/> | Diabetes | <input type="checkbox"/>            | Skin Disorders          | <input type="checkbox"/> |
| Blood Pressure        | <input type="checkbox"/> | Fatigue  | <input checked="" type="checkbox"/> | Arthritis               | <input type="checkbox"/> |
| Cancer                | <input type="checkbox"/> | Gout     | <input type="checkbox"/>            | Any Recent Surgery      | <input type="checkbox"/> |

Any Other.....

Medication.....

The therapist and staff of the DETOX CENTRE will at all times exercise their expertise and do their utmost to care and nourish you during your detoxification process.

I (signature)..... [Signature] am here at my own free will and

will not hold the DETOX CENTRE responsible for any injuries that may occur during this

treatment time. Date..... 28/03/18

M W

[Signature]

"GS 022"

GS022

**Godsave Ngobeni - RE: [Filtered] Request for Information in terms of Sec 5(2)(a) of the SIU Act**

---

**From:** Philip Arnold <philip.arnold@alteram.co.za>  
**To:** Godsave Ngobeni <GNgobeni@siu.org.za>  
**Date:** 11/16/2021 10:17 AM  
**Subject:** RE: [Filtered] Request for Information in terms of Sec 5(2)(a) of the SIU Act  
**Cc:** Mashudu Netshikweta <MNetshikweta@siu.org.za>  
**Attachments:** Loan - J. Sibanda (Uni004) ledger 15-11-2021.pdf

---

Godsave,

Further to your request of 25<sup>th</sup> October 2021 I attach a copy of the loan account with Jabu Sibanda and Unicus.

Regards,

Philip Arnold.

[+230 58573660](tel:+23058573660)

**From:** Godsave Ngobeni <GNgobeni@siu.org.za>  
**Sent:** Monday, 25 October 2021 23:03  
**To:** Philip Arnold <philip.arnold@alteram.co.za>  
**Cc:** Mashudu Netshikweta <MNetshikweta@siu.org.za>  
**Subject:** RE: [Filtered] Request for Information in terms of Sec 5(2)(a) of the SIU Act

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr Arnold

Thanks a lot, once more, for the response.

Kindly provide us with the necessary documentation relating to the loan.  
Please ignore (iii) where it relates to Auto Intergrity, it was put in error.

Thanking you in anticipation.

Regards

M:W 

**CLIPPER FINANCIAL SERVICES (PTY) LTD**  
**Transactions by Account**  
All Transactions

Type	Date	Name	Debit	Credit	Balance
Loan - J. Sibanda (Unit004)					
Cheque	2015/03/27	AER Mart Air Conditioning	14 201,32		14 201,32
Cheque	2015/06/10	Hotels.com	30 271,39		44 472,71
Cheque	2015/02/02	Wedding & Suit	15 000,00		59 472,71
Cheque	2015/09/17	Acacia Finance	320 000,00		379 472,71
Cheque	2016/01/22	Hotels.com	14 394,63		365 078,08
Cheque	2016/01/30	Trou Aux Biche	1 19 971,09		353 887,94
Cheque	2016/02/04	Janel Silk	588 942,08		313 858,43
Cheque	2016/02/10	I South Africa	5 190,04		1 082 790,51
Cheque	2016/04/29	National Airways	179 814,00		1 267 784,55
Cheque	2016/10/18	SAA	28 691,62		1 295 476,17
Cheque	2016/12/22	Unicas	50 000,00		1 346 476,17
Cheque	2017/01/10	Unicas	20 000,00		1 366 476,17
Cheque	2017/02/08	Unicas	29 000,00		1 391 476,17
Cheque	2017/02/10	Unicas	10 000,00		1 401 476,17
Cheque	2017/02/13	I South Africa	5 151,23		1 406 627,40
Cheque	2017/03/20	Jaou	50 000,00		1 456 627,40
Cheque	2017/04/26	Unicus Solutions (Pty) Ltd	50 000,00		1 506 627,40
Cheque	2017/05/12	Unicas	5 000,00		1 513 627,40
Cheque	2017/06/01	Unicas	2 000,00		1 533 627,40
Cheque	2017/06/02	Unicas	20 000,00		1 543 627,40
Cheque	2017/07/13	Dubravka Lumentann	10 000,00		1 553 627,40
Cheque	2017/07/14	LB Barmaid Vervoer	11 537,30		1 565 164,70
Cheque	2017/07/18	I SAA	9 772,00		1 594 936,70
Cheque	2017/07/22	Royal Palm Hotel	16 885,82		1 581 822,52
Cheque	2017/08/04	Milnes Tyres	6 659,99		1 588 482,51
Cheque	2017/08/23	Unicas	10 000,00		1 598 482,51
Cheque	2017/09/13	Bravo Travel	78 128,00		1 676 610,51
Cheque	2017/09/28	Bravo Travel	68 289,00		1 744 899,51
Cheque	2017/10/18	Unicas	10 000,00		1 812 000,79
Cheque	2017/10/24	Michael Mount	57 101,28		1 842 000,79
Cheque	2017/11/03	Unicas	30 000,00		1 847 000,79
Cheque	2017/11/15	Unicas	5 000,00		1 847 000,79
Cheque	2017/12/11	Travel Counsellors	360 000,00		2 207 000,79
Deposit	2018/03/15	Jaou		2 207 000,00	0,79
Total Loan - J. Sibanda (Unit004)					0,79
<b>TOTAL</b>					<b>0,79</b>

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*[Signature]*

“GS 023”

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FROM_ACC	TO_ACC_NO	O_ACC_NAM	NEPS_TO_B ENIF_NAME	NEPS_DR_D DESCRIPTION	NEPS_CR_ REFERENC E	NEPS_AMOUNT	NEPS_PAYM ENT_NAME	DATE_PAID	NEPS_TIME _PAID
62747277508	1019621648		BOTHA NEL TRUST ACCO	NCASATE	BUCC2/0001	360,000.00	BOTHA NEL TRUST ACCO	2018/03/13	11:43:04
62747277508	11809418		Couzin, Hertzog & Ho	NCASA	DUT24/0010	2,500,000.00	Couzin, Hertzog & Ho	2018/03/13	12:05:26
62747277508	23210346		CLIPPER FS	CLIPPERFS	JABU	2,207,000.00	CLIPPER FS	2018/03/15	16:08:00
62747277508	23065699		KARU SOFTV MILTON MATSEMELA INC	KARU SOFTV	UNICUS	806,550.00	KARU SOFTV MILTON MATSEMELA INC	2018/04/03	09:54:11
62747277508	711626328		KUKAMA	TERRY	ELRINE/501 04155/ET-M	28,773.05	KUKAMA INC	2018/04/16	15:52:25
62747277508	62150231076	MR KGOTLA	KUKAMA	KUKAMA	JABU	50,000.00	KUKAMA	2018/03/13	11:43:05
62747277508	62150231076	MR KGOTLA	KUKAMA	KUKAMA	JABU	100,000.00	KUKAMA	2018/03/27	22:40:37
62747277508	62150231076	MR KGOTLA	KUKAMA	KUKAMA	JABU	50,000.00	KUKAMA	2018/04/29	11:55:37
62747277508	62150231076	MR KGOTLA	KUKAMA	KUKAMA	JABU	200,000.00	KUKAMA	2018/05/08	14:39:27
62747277508	62150231076	MR KGOTLA	KUKAMA	KUKAMA	JABU	20,000.00	KUKAMA	2018/06/09	21:21:39
62747277508	62150231076	MR KGOTLA	KUKAMA	KUKAMA	JABU	250,000.00	KUKAMA	2018/06/22	16:14:29
62747277508	62150231076	MR KGOTLA	KUKAMA	KUKAMA	JABU	5,000.00	KUKAMA	2018/08/03	12:03:50
62747277508	62150231076	MR KGOTLA	KUKAMA	KUKAMA	JABU	10,000.00	KUKAMA	2018/08/04	14:34:28
62747277508	421050721		UNICUS SOL	UNICUS STD	UNICUS STD	1,000,000.00	UNICUS SOL	2018/03/13	12:05:26
62747277508	421050721		UNICUS SOL	UNICUS STD	UNICUS STD	300,000.00	UNICUS SOL	2018/03/15	16:08:47
62747277508	421050721		UNICUS SOL	UNICUS STD	UNICUS STD	550,000.00	UNICUS SOL	2018/03/28	15:59:37
62747277508	421050721		UNICUS SOL	UNICUS STD	UNICUS STD	200,000.00	UNICUS SOL	2018/04/24	14:33:20
62747277508	421050721		UNICUS SOL	UNICUS STD	UNICUS STD	2,000.00	UNICUS SOL	2018/12/28	15:32:31
62747277508	421050721		UNICUS SOL	UNICUS STD	UNICUS STD	2,000.00	UNICUS SOL	2019/01/11	11:36:34
62747277508	421050721		UNICUS SOL	UNICUS STD	UNICUS STD	1,500.00	UNICUS SOL	2019/01/18	08:20:29
62747277508	421050721		UNICUS SOL	UNICUS STD	UNICUS STD	1,000.00	UNICUS SOL	2019/01/23	08:06:59
62747277508	421050721		UNICUS SOL	UNICUS STD	UNICUS STD	10,000.00	UNICUS SOL	2019/07/12	15:27:08
62747277508	421050721		UNICUS SOL	UNICUS STD	UNICUS STD	15,000.00	UNICUS SOL	2019/07/15	13:26:02
62747277508	421050721		UNICUS SOL	UNICUS STD	UNICUS STD	550.00	UNICUS SOL	2019/10/18	16:19:17
62747277508	421050721		UNICUS SOL	UNICUS STD	UNICUS STD	20,500.00	UNICUS SOL	2019/10/19	10:44:39
62747277508	421050721		UNICUS SOL	UNICUS STD	UNICUS STD	20,000.00	UNICUS SOL	2019/10/26	11:31:55
62747277508	1728005981		J SIBANDA	JABU	UNICUS FNE	100,000.00	J SIBANDA	2018/05/29	14:27:52

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62747277508	1728005981	J SIBANDA	JABU	UNICUS FNI	15,000.00	J SIBANDA	2019/01/10	11:16:37
62747277508	1728005981	J SIBANDA	JABU	UNICUS FNI	15,000.00	J SIBANDA	2019/02/27	08:11:25
62747277508	1728005981	J SIBANDA	JABU	UNICUS FNI	100.00	J SIBANDA	2019/05/21	07:58:05
62747277508	1728005981	J SIBANDA	JABU	UNICUS FNI	2,000.00	J SIBANDA	2019/08/05	15:34:33
62747277508	1728005981	J SIBANDA	JABU	UNICUS FNI	50,000.00	J SIBANDA	2019/10/26	11:30:18

8,891,973.05

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## **ANNEXURE A**

### **SCHEDULE OF KNOWN REALISABLE PROPERTIES INCLUDING MOTOR VEHICLES.**

1. ERF 1618 ZWARTKOP EXTENSION 8 TOWNSHIP, REGISTRATION DIVISION J,R PROVINCE GAUTENG. MEASURING 1175 SQAURE METERS

#### **MR JABU SIBANDA**

1. Honda Jazz Registration No. TPT 581 GP Black in colour and ownership registered on 30 November 2018.
2. Mercedes Benz AMG E63, Registration No. ZHJ 313 GP Silver in Colour and ownership registered on 19 March 2018.
3. Mercedes Benz CLK AMG 63, Registration No. VCW 244 GP Blue in Colour and ownership registered on 24 April 2018.

#### **BOITUMELO DIUTLWILENG**

4. Audi AU 355-A3 Cabrio, Registartion No. BY 97 FH GP Red in Colour and ownership registered on 13 April 2018

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