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**EXHIBIT X**

**AFFIDAVIT & ANNEXURE**

**OF**

**MXOLISI DUKOANA**



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

2<sup>nd</sup> floor, Hillside House  
17 Empire Road,  
Parktown  
Johannesburg  
2193  
Tel: (010) 214-0651  
Email:

[inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)

Website: [www.sastatecapture.org.za](http://www.sastatecapture.org.za)

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**IN THE COMMISSION ON STATE CAPTURE  
HELD IN JOHANNESBURG**

**EVIDENCE OF:**

**MXOLISI DUKOANA**

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**AFFIDAVIT/STATEMENT**

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I, the undersigned,



**MXOLISI DUKOANA**

do hereby make oath and say:

**A. INTRODUCTION**

1. I am a deponent to this affidavit/statement and reside at 14 Ras Street, Riebeeckstad, Welkom, Free State.
2. The principal object of this affidavit is to tender evidence to the best of my ability and recollection about the state capture activities that I encountered during my

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tenure as a public representative deployed to the provincial legislature by the African National Congress ("the ANC").

3. I have deemed it appropriate to render assistance to the Commission on State Capture ("the Commission") in respect of the activities that I have encountered during the period I was an elected public representative on behalf of the ANC in the Free State legislature and as a member of the Executive Council in the Free State government. During the said period, 1994-2012, I was assigned to different positions both in the legislature and executive.
4. Prior to the historic first national elections on 27 April 1994, I was a political activist or freedom fighter and a member of the ANC. To this day, I remain a loyal and disciplined member of the ANC at Ntema Moiloa branch, Ward 10, Matjhabeng Local Municipality<sup>1</sup>, Lejweleputswa region, Free State.
5. The facts set out in this affidavit/statement are within my personal knowledge and belief, unless stated otherwise or the context of what I declare makes the contrary apparent, and are to the best of my knowledge and belief both true and correct.
6. To the extent that I make submissions of a legal nature in this affidavit/statement, I do so on the basis of the counsel obtained in the course of preparation of this

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<sup>1</sup> The said municipality includes Allanridge, Odendaalsrus, Welkom, Virginia, Hennenman, Ventersburg.

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affidavit/statement from my legal representatives, and which counsel I verily accept to be the correct legal position.

7. At the onset, I must state that the activities I catalogue in this affidavit/statement occurred some moons ago and with the passage of time, and the failure by the Free State government to furnish me with documents I requested in my Anton Piller application, some activities may not be supported by documentary proof. For that, I implore the Commission to ensure that the documents I need are duly furnished to me to advance the Commission's constitutional mandate.

8. I have structured this affidavit/statement in the following sequence:

- 8.1. Academic qualifications;
- 8.2. Membership of the ANC;
- 8.3. Positions in government and legislature;
- 8.4. Documents discovered in an Anton Piller application; and
- 8.5. Conclusion.

**B. ACADEMIC QUALIFICATIONS**

9. I completed my Secondary Teachers Diploma, at Mphohadi College of Education in Kroonstad in 1985 and commenced teaching at Rearabetswe Secondary School

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(Rearabetswe) at Kutloanong, Odendaalsrus until 1993. I taught English and Geography during my teaching career.

10. As an activist, I became a member of the National Education Union of South Africa<sup>2</sup> (NEUSA) actively involved in establishing and building the South African Democratic Teachers Union (SADTU) locally, regionally and provincially in the Free State.
11. I have studied for other qualifications but due to work pressures, I was unable to complete them.

**C. MEMBERSHIP OF THE ANC**

12. In the mid 80s, I was a member and chairperson of a vibrant and active Kutloanong Youth Congress which later became the South African Youth Congress (SAYCO), Kutloanong branch. The national President of SAYCO at the time was the late Comrade Peter Mokaba. As we know, the late Mr Peter Mokaba was duly elected President of the ANC Youth League.
13. I was part of the SAYCO leadership which was instrumental in the establishment of Kutloanong Civic Association ('KCA'). The KCA was a civic movement whose

<sup>2</sup> NEUSA, now defunct, was instrumental in the establishment of SADTU in the country.

D. M.

principal object was to actively pursue the civic struggles encountered by the community of Kutloanong township.

14. After the unbanning of the ANC in 1990 and the release of political prisoners coupled with the return of exiles, the ANC established structures locally, regionally and nationally. At the time, the ANC had two regions in the Free State: Southern and Northern.
15. I was elected the first Regional Chairperson of the Northern Free State region in the period of 1990-1991. And between 1991 until 1994, I served as a Deputy Chairperson of the said region, under the chairpersonship of the late Comrade Sefofane Khunyeli (1991-1992) and Comrade Ace Magashule ("Magashule") (1992-1993 and 1993-1994).
16. After 1994, the ANC established provincial structures and the two regions in the Free State were duly dissolved and replaced by the current regions in line with the demarcation process.
17. With the establishment of the provincial structures, the Provincial Executive Committee ("the PEC") were established by the ANC's Constitution. In this regard, I was elected as a PEC and the Provincial Working Committee ("the PWC") member until 2012.

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18. I served two terms as the provincial Treasurer of the Free State ANC from 2005 to 2012. By virtue of being an official of the PEC, I also served as a PWC member.
19. It is apt to highlight that during the period as the Treasurer, I also served as a member of the ANC Deployment Committee ("Deployment Committee") in the Free State. The Deployment Committee was chaired by the Provincial Chairperson of the ANC which was Comrade Magashule.
20. To my recollection, the principal object of the Deployment Committee is to deploy to the provincial government and municipalities identified persons to strategic positions at the executive and management levels. Deployments to boards of provincial and municipal entities would also be discussed and decided by the Deployment Committee.

#### **D. POSITIONS IN GOVERNMENT AND LEGISLATURE**

21. At the end of the academic year, December 1993, I tendered my resignation as a teacher at Rearabetswe. The chief reason for my resignation was to focus my utmost attention to the electioneering campaign for the ANC in the province. As adverted above, during the said period I was Deputy Regional Chairperson of the Northern Free State and prudence and conscience dictated that I focus my undivided attention to ensuring that the ANC in the province emerges victorious at

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the first democratic polls. It was clear that public office was my destination and it would have been remiss of me not to resign.

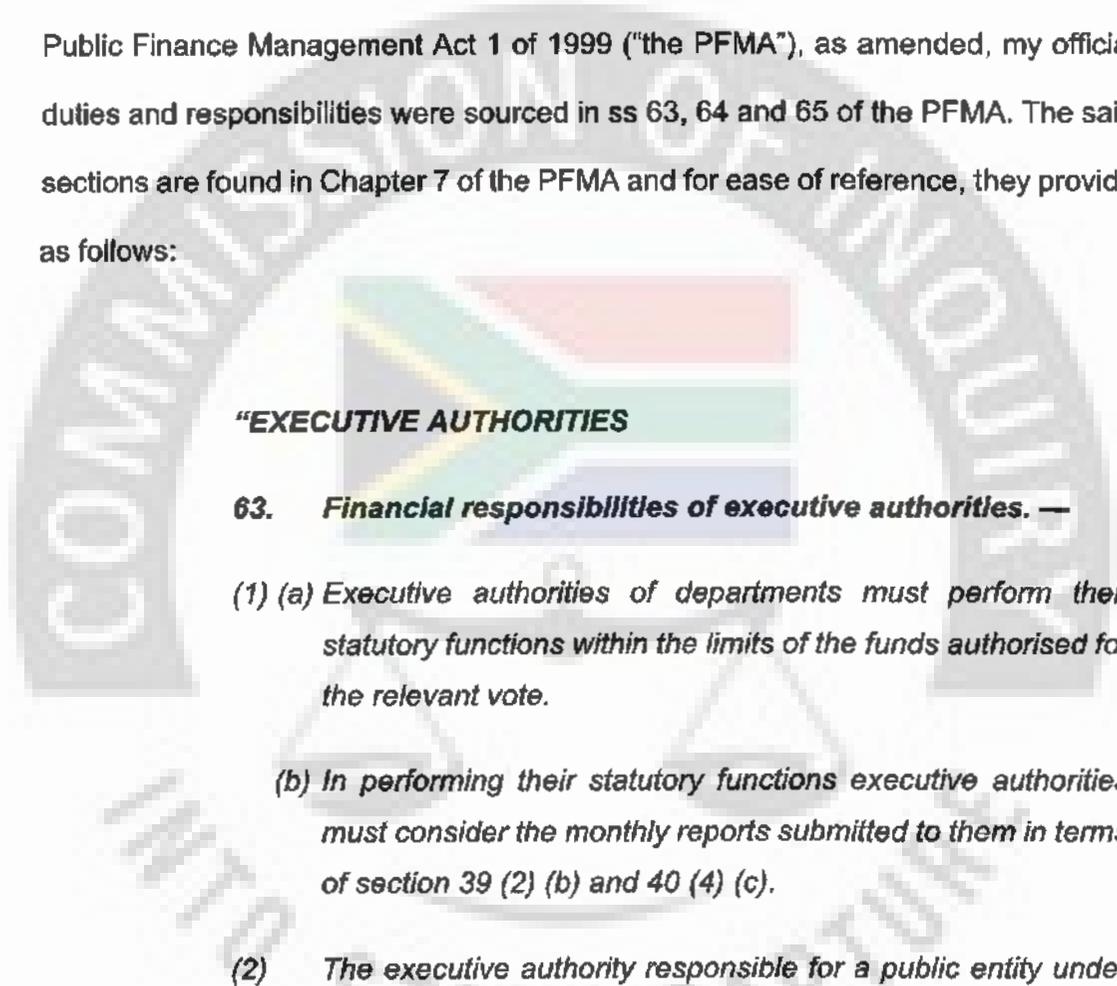
22. After 27 April 1994 first democratic elections, I was deployed by the ANC to serve as a member of the Free State Legislature. I was appointed Chief Whip of the ANC in the legislature and also served as the Reconstruction and Development Commissioner ("RDP Commissioner") until 1996.
23. In 1996, the ANC deployed me to serve as a Member of the Executive Council ("the MEC") responsible for Education in the province under the Premiership of Dr Ivy Matsepe-Cassaburi. I served as the MEC until 1998.
24. Following the 1999 until 2004 general elections, I was deployed by the ANC as a Deputy Speaker of the Legislature. From 2004 to 2008, I was the Speaker of the legislature.
25. From 2008-2009, I was deployed as the MEC responsible for Safety, Security and Transport under the Premiership of Ms Beatrice Marshoff. On or around November 2008, there was a cabinet reshuffle and I was deployed as MEC for EDTEA. During the said period, I was appointed to act as the MEC for Education following the resignation of Mr Casca Mokitlane who had joined a newly established political party, Congress of the People ("COPE").

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26. Following May 2009 general elections, I was deployed as the MEC for Economic Development, Tourism and Environmental affairs under the Premiership of Magashule.
27. On 28 February 2012, I was dismissed as the MEC for Economic Development, Tourism and Environmental Affairs by Premier Magashule for reasons I would detail below.
28. Following my dismissal as the MEC, I was an ordinary member of the legislature. I was not allocated to serve in any portfolio committee in the legislature. Neither was I allocated an office space to work from. My access to the offices in the legislature were restricted for reasons unknown to me. I must state that I had brought my plight to the attention of the Chief Whip of the legislature at time to no avail.
29. In the circumstances of being rendered unable to perform my duties as a deployee of the ANC and unduly earning a state salary, I deemed it apt to resign as a member of the legislature.
30. My appointment as executive authority as adverted above was at all material times consistent with s 132 (2) of the Constitution of the Republic, 1996 ("the Constitution") and was duly made by the Premier of the Free State, after national and provincial elections.

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31. As a Speaker of the Provincial Legislature, my election was in terms of s 111(1) of the Constitution.
32. In my capacity as the executive authority of the department as defined by s 1 of the Public Finance Management Act 1 of 1999 ("the PFMA"), as amended, my official duties and responsibilities were sourced in ss 63, 64 and 65 of the PFMA. The said sections are found in Chapter 7 of the PFMA and for ease of reference, they provide as follows:



**"EXECUTIVE AUTHORITIES**

**63. Financial responsibilities of executive authorities. —**

- (1) (a) *Executive authorities of departments must perform their statutory functions within the limits of the funds authorised for the relevant vote.*
- (b) *In performing their statutory functions executive authorities must consider the monthly reports submitted to them in terms of section 39 (2) (b) and 40 (4) (c).*
- (2) *The executive authority responsible for a public entity under the ownership control of the national or a provincial executive must exercise that executive's ownership control powers to ensure that that public entity complies with this Act and the financial policies of that executive.*

**64. Executive directives having financial implications.—**

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- (1) *Any directive by an executive authority of a department to the accounting officer of the department having financial implications for the department must be in writing.*
- (2) *If implementation of the directive is likely to result in unauthorised expenditure, the accounting officer will be responsible for any resulting unauthorised expenditure unless the accounting officer has informed the executive authority in writing of the likelihood of that unauthorised expenditure.*
- (3) *Any decision of the executive authority to proceed with the implementation of the directive, and the reasons for the decision, must be in writing, and the accounting officer must promptly file a copy of this document with the National Treasury and the Auditor-General, and if a provincial department is involved, also with the relevant provincial treasury.*

**65. *Tabling in legislatures. —***

- (1) *The executive authority responsible for a department or public entity must table in the National Assembly or a provincial legislature, as may be appropriate—*
  - (a) *the annual report and financial statements referred to in section 40 (1) (d) or 55 (1) (d) and the audit report on those statements, within one month after the accounting officer for the department or the accounting authority for the public entity received the audit report; and*

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(b) *the findings of a disciplinary board, and any sanctions imposed by such a board, which heard a case of financial misconduct against an accounting officer or accounting authority in terms of section 81 or 83.*

(2) *If an executive authority fails to table, in accordance with subsection (1) (a), the annual report and financial statements of the department or the public entity, and the audit report on those statements, in the relevant legislature within six months after the end of the financial year to which those statements relate—*

(a) *the executive authority must table a written explanation in the legislature setting out the reasons why they were not tabled; and*

(b) *the Auditor-General may issue a special report on the delay.”*

33. It is apt to confirm that prior to assuming my duties and responsibilities as the MEC, I took the oaths consistent with s 135 of the Constitution and in accordance with Schedule 2.

#### **VISIT TO SAHARA OFFICES**

34. On or about February 2008, whilst I was both the Treasurer and MEC for Safety, Security and Transport, I happened to be in Johannesburg. I must state that

D.M. SM

Magashule who at the time was the MEC for Sport under Premiership of Ms Beatrice Marshoff, also happened to be in Johannesburg. Magashule was the Chairperson of the ANC in the province.

35. In Johannesburg, I was meeting a person at the Southern Sun Hotel, Kathrine Street, Sandton. Coincidentally, after my meeting at the said hotel, Magashule approached me and asked me to accompany him to Midrand to meet some other important person.
36. Magashule and I drove in the same vehicle (S 600 Mercedes Benz) to Midrand and we arrived Sahara offices. Magashule was driving. I am not certain whether the vehicle he was driving belonged to him or to someone else. At Sahara offices, we were welcomed by a gentleman who introduced himself as Rajesh Gupta, commonly known as Tony (for ease of reference I shall throughout refer to him as Tony).
37. Tony took us through their offices and in the main the computer warehouse and he narrated to us the history of their computer business.
38. Tony then asked Magashule if he brought "that" with him, to which Magashule handed to Tony a copy of his identity document. Tony mentioned that he was going to make a copy of Magashule's identity document. As soon as Tony left to make a

D.M. SM

copy, Magashule then intimated to me that he was going to be involved a business relationship with Tony.

39. Further, Magashule pointed out that he was not going to be actively involved in the said business relationship but his son, Tshepiso Magashule was going to be the one involved.
40. Tony came back and handed Magashule his identity document and jokingly asked if I had my identity document with. We laughed and Tony walked us out back to the car and we left.

#### **TRIP TO INDIA**

41. On or about 11 May 2009, Mr Magashule, Premier of the Free State, appointed me in terms of s 132(2) of the Constitution as the MEC of the department and I was sworn in on 12 May 2009 together with nine others. For ease of clarity, s 132 of the Constitution provides as follows:

#### ***" 132 Executive Councils***

- (1) *The Executive Council of the province consists of the Premier, as the head of the Council, and no fewer than five and no more than ten members appointed by the Premier from among the members of the provincial legislature.*

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(2) *The Premier of a province appoints the members of the Executive Council, assigns their powers and functions, and may dismiss them."*

42. During my tenure as MEC for Economic Development, Tourism and Environmental Affairs (EDTEA) (2009 to 2012), I had presented on or around that period a concept document detailing the establishment of an information technology hub in the Free State around the Gold fields area. The concept was conceptualised by the Central University of Technology ("the CUT") under Prof Thando Mthembu ("Prof Mthembu") and it was to be executed in conjunction with the CUT.
43. Prof Thando Mthembu was the Vice-Chancellor of the CUT during the said period and I am informed he holds the same position at the Durban University of Technology in Durban. My legal representatives have been able to get hold of Prof Mthembu and he has expressed his desire to be of assistance to the Commission and the Commission's investigators are aware of the same. For ease of reference, I annex hereto marked "DM 1" a copy of an email correspondence between my legal representatives and Prof Mthembu.
44. In this regard, Prof Thando Mthembu and I traveled to India on a study tour. Prof Mthembu had arranged with a university in India to partner with CUT for the same initiative. We were accompanied by other officials both from the provincial government and the CUT whose names I cannot recall (Mr Thabo Makoe, an Advisor in my office could have travelled with me. I stand to be corrected).

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45. I must state that nothing positive came out of the India trip with Prof Mthembu safe to say during our meetings in India, as part of the contemplated partnership, persons purporting to represent the India institution wanted guarantees that they would obtain IT work from the provincial government. I refused to bind the department and the provincial government. The meeting collapsed and we returned back to South Africa. The bill for my travel to India was paid for by the Free State government or from its coffers and it should have all requisite details.

#### **VISIT TO THE GUPTA COMPOUND**

46. As stated above, I was the Treasurer of the ANC in the Free State whilst I was MEC for EDTEA. Early February 2012, the Chairperson of the ANC and Premier of the Free State, Magashule asked me to travel with him to Johannesburg. The reason for traveling to Johannesburg was on the pretext that I was going to meet and address the business people in Johannesburg. In essence, Magashule informed me that as the Chairperson of the ANC, he needed me to address the business people for purposes of fundraising for the ANC in the province. According to Magashule, the business persons I was to address were originally from the Free State but operating in Gauteng.

47. We traveled to Johannesburg by flight, SA Airlink, and the arrangements were made on my behalf by Magashule or whoever he instructed and not my office. Magashule

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and I were on the same morning flight from Bloemfontein to Johannesburg. Magashule had told me the dinner with business persons I was to address was to be around 18:00. There was no reason provided to me by Magashule why we were leaving for Johannesburg that early when dinner was apparently scheduled at 18:00.

48. On arrival at OR Tambo airport, we were shuttled in different cars by persons unknown to me and not by the VIP Unit of the South African Police Service as the protocol dictates.
49. I was startled when we arrived at the Gupta family residence. I was able to identify it as such because it is the same "compound" that has been on the news pertaining to the high walls apparently built contrary to the By-laws of the City of Johannesburg. I recall at the time, a Democratic Alliance Ward Councillor had complained about the high walls of the residence. At the time, there were two dominant topical issues in the media: the landing of the helicopter at Zoo Lake and the construction on the compound that caused the neighbours' uproar .
50. On arrival, at the compound we were received by Tony who introduced himself to me as such. It appeared to me he had not recognised that we were not meeting for the first time. We had met at Sahara as adverted above.
51. I was asked by Tony to hand in my mobile phone and told that I will receive it when I leave the residence. The said phone was an official government phone. I obliged.

D. M.

To my recollection and astonishment, Magashule was not subjected to the same treatment of having to hand in his mobile phone. It seemed to me that it was not Magashule's first visit to the compound by his demeanour.

52. I was alone ushered to a room whilst Tony and Magashule went to a different room. After a while, they joined me and accompanied by other people and the notable was Mr Duduzane Zuma.
53. Tony, in the presence of Magashule, asked me to sign a document purportedly prepared by me on the letterhead of my office addressed to Nulane Management Services appointing them to run a whole project I presented in the cabinet meeting on a turn-key basis. I refused to append my signature.
54. In the said letter, my surname was written as Dukoana, and only Magashule knew that is how my surname is written because I always preferred and wrote it as Dukwana. Dukoana is a Sesotho version of my otherwise Xhosa surname.
55. In an effort to try to persuade me to append my signature to the said letter, Tony intimated to me that both Magashule and Duduzane Zuma were recipients of monies in cash from a mining project from Jagersfontein mine. Neither Magashule nor Duduzane Zuma disputed Tony's claim. They both nodded their heads in agreement.

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56. Further, Tony told me that Magashule would not benefit from the project because it belonged to me and him (Tony). Magashule did not dispute Tony. From this project, Tony told me that I would receive a monthly payment of R 2m (two million rands). I was told by Tony that if I appended my signature at the time, an instant payment of R2m would be given to me. In this regard, a gentleman of Indian descent was called by Tony and Tony whispered something words in the language unknown to me. The gentleman left the room and came back with a black pilot bag. The same bags frequently used by lawyers.
57. I still persisted that I cannot sign the document to which Tony said that he had spoken to Magashule that upon my signature, the provincial cabinet would ratify the appointment. Tony then opened the pilot bag which was full of R200 South African banks notes stating that the money was mine if I signed the document. I still refused to sign.
58. I went to the extent of suggesting that it would be prudent that the letter I was being compelled to sign should be referred to Mr Venter, Provincial Legal Advisor in the Office of the Premier to give a legal opinion about the legality of the contemplated appointment.
59. After that suggestion, Magashule mumbled something to Tony, to which Tony asked that I give him back the letter. I had intended to keep the letter to refer it to Mr Venter.

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60. I intimated to Tony that I am clothed with no powers to appoint any service provider or address any correspondence to it. Only the Head of the Department (“the HOD”) had such powers in terms of the PFMA. Tony was not pleased. He asked me to fire my HOD and I told him in the presence of Magashule that in terms of the law, a provincial HOD can only be employed and dismissed by the Premier following a due process. ***(It must be mentioned that during my stint as the MEC for Economic Development, Tourism and Environmental Affairs (2009-2012), approximately four persons<sup>3</sup> were appointed as HODs in the said department.)***
61. Tony, then told me that he had a suitable replacement for me and a phone call was made by him and in no time, a gentleman came through. He was then introduced to me as Richard Seleke and as the one who would help speed up the appointment process. Mr Richard Seleke was eventually appointed as the HOD of the department long after my dismissal.
62. I verily believe that this is the same Richard Seleke who ended up being employed as the Director-General for the Department of Public Enterprise.
63. The meeting in issue took place towards the on or around mid-February 2012 and I am not certain about the dates.

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<sup>3</sup> Mr Thabo Khunyeli, Dr Mongake, Mr Ramaema and Mr Osman

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64. At the end of the meeting with Tony which I was not initially informed of by Magashule, I called my office to arrange for my flight back to Bloemfontein. I was transported back to the airport by the same person and I flew back to Bloemfontein having left Magashule at the compound.
65. To me it was also clear in my mind that the purported fundraising dinner meeting I was informed of was the visit to the compound intended and calculated by Magashule to have me initiated as one of the Gupta disciples had I appended my signature to the letter referred to above.
66. I remain startled to this day as to why the presentation I made in the executive council, its details ended up outside persons who were not in government. I can only deduce that Tony possibly received the details of my presentation from Magashule. I cannot rule out the possibility that Magashule might have instructed someone else to furnish Tony with the said presentation.
67. I was also startled that the Premier of the province brought me to the Gupta compound with a sole intention of corruptly and unlawfully advancing commercial interest of the Guptas. I am not sure why Magashule deemed it apt and under a false pretext to bring the name of the ANC to a corrupt activity when he knew the ANC has nothing to do with the appointment letter, I was expected to sign for a Gupta linked company .

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68. This incident occurred seven or so years ago and with the passage of time, it is difficult to recall every detail with precision.
69. As a law-abiding citizen of the Republic, I am duty bound to be of assistance to the Commission to ensure that never again shall this land be subjected to acts of state capture by those entrusted to protect the Constitution of the Republic and its resources.
70. In pursuit of obtaining requisite information from the provincial government, on the advice of my legal representatives, I approached the High Court in Bloemfontein in October 2018, by way of an Anton Piller application. The principal reason for the said application was to ensure that I render credible assistance to the Commission and the documents are preserved. I must state that the said application was drafted on an urgent basis and it explains why certain pertinent aspects contained in this affidavit/statement are missing in the founding and answering affidavits of the said application.
71. I am advised that Van Zyl J, after hearing arguments from Counsel on 28 October 2018, intimated that she will prioritise the judgment in the said application. At the time of the finalisation of this affidavit/statement, which is four months later, the Learned Judge had not handed down the judgment or informed parties by when she will hand down the judgment.

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**E. DOCUMENTS DISCOVERED IN AN ANTON PILLER APPLICATION**

72. A cabinet memorandum bearing reference no: 69/2011 with a subject: City for Tomorrow Concept, signed on behalf of Ms Elzabe Rockman, Director-General in the Premier's Office on 4 July 2011. On the same date, Mr PHI Makgoe was acting in my stead.
73. There was a draft resolution which was Annexure A of the memo referred to in para 72. Para 1(b) of the resolution makes reference to a "data centre". I annex hereto marked "DM 2" a copy of the said memo.
74. The memo was accompanied by a presentation from P3i and Nulane. For ease of reference, I annex hereto marked "DM 3" a copy of the said presentation. Mr Iqbal Sharma ("Sharma") is one of the persons I met at the Gupta compound.

**CITY FOR TOMORROW**

75. On 6 July 2011, two days after the cabinet deliberated on the City for Tomorrow concept, Sharma directly addressed an email to me into my private email account at 14:19 asking for my comments. I annex hereto marked "DM 4" a copy of the said email.

D.M. SM

76. On the said email, Sharma had attached a "Master Plan Agreement in relation to the City for Tomorrow project. For ease of reference, the said document is annexed and marked "DM 5".
77. Strangely, the said concept was also known to Tshepiso Magashule, a son to Magashule. On 25 February 2011, Tshepiso Magashule addressed an email to me at the request of Sharma. The latter requested Tshepiso Magashule to email what is called a "Free State Letter" to me. For ease of reference, I annex hereto marked "DM 6" a copy of the email on 25 February 2011, "DM 7" being an email from Sharma to Tshepiso Magashule dated 24 February 2011 and "DM 8" being a copy of the "Free State Letter"-an attachment to both emails.
78. In the Free State letter, it would be noted that both P3i and Nulane had indicated that the expenses for the Master Plan would be borne by them respectively. But on a date, I cannot recall, a letter from both companies prepared for me to address and sign to them authorising payment of approximately R 140 m to be paid to them in six instalments. I annex hereto a copy of the said letter marked "DM 9".
79. On 13 October 2011, Sharma emailed me requesting assistance to coordinate a two-day workshop session with relevant HODs and other stakeholders for purposes of the project in issue. I annex hereto marked "DM 10" a copy of the said email. On the said email, one Mr Salim Essa was copied.

D. M. SM

80. On 29 October 2011, Sharma addressed an email to me regarding what he called Notice to Proceed. I annex hereto marked "DM 11", a copy of the said email.
81. Attached to the email of 29 October 2011, was the Notice to Proceed, which appears to be a letter drafted on my behalf. It was intended that I put the said letter on the letterhead and duly transmit it as requested. I do not recall ever signing the said notice. Certainly, I did not draft it. Neither was any official in my office. I annex hereto marked "DM 12" being a copy of the notice.
82. On 31 October 2011, I copied the email and notice to Ms Nono Malgas (she was Head of My Office). Her full names are Judith Anne Paballo Malgas. Otherwise, she is known as Nono Malgas. For ease of reference, I annex and mark as "DM 13" a copy of the email I forwarded to Ms Nono Malgas.
83. With the assistance and advise of my legal representatives, I was able to retrieve all the emails highlighted from my private email account. It is possible that there are emails from my official account when I was MEC. I am advised that the Commission, with the assistance of the relevant experts would be in a position to retrieve additional correspondences regarding the City for Tomorrow. The Commission would also find it prudent to retrieve the emails from Ms Nono Malgas to corroborate my evidence.

D. M. SM

84. On 2 January 2012, Sharma addressed an email to the HOD of my department at the time, Mr Ozzie Osman. The said email was also copied to Ms Nono Malgas. The contents of the email are self-explanatory. I annex marked "DM 14" a copy of the said email.
85. The contents of the email are threatening and undermining the legal and official authority of the HOD. Reference is made in the said email to an agreement I purportedly executed. The said agreement had been emailed to me and I refused to append my signature on it. It is annexure "DM 5".
86. I have no further details of whether the Free State government ever paid any money towards this project. I am advised that for details, the Commission would have to investigate if ever there was any payment made to P3i and Nulane. It would also be prudent for the Commission to request Mr Ozzie Osman to provide details of what he knows about the project.

**DISMISSAL AS MEC**

87. On 28 February 2012, whilst I was in Johannesburg on government business, I learnt through the media that I have been fired by the Premier. To my knowledge, the cabinet reshuffle was never discussed at any Deployment Committee I was part.

D. M. M.

88. I verily believe that I was fired as MEC for refusing to approve and cooperate with the P3i and Nulane in common purpose with Magashule to loot the state resources to advance commercial interests of the Gupta family through state capture.
89. To date I find it startling how persons outside government knew of the data hub my department had proposed in a cabinet meeting. Even startling is the involvement of Tshepiso Magashule in this project directly or indirectly.
- 89.1. Did the Gupta family members had access to letterheads of Free State government including that of my office?
- 89.2. Who authorised this?
- 89.3. Who invited P3i and Nulane to make a presentation at the cabinet meeting?
- 89.4. Why did Magashule take me to the Gupta compound?
- 89.5. Those are questions I leave to the Commission to investigate.

*DM*  
*D. M.*

**TRIP TO NKANDLA**

90. After May 2009 elections and upon my appointment to the executive, all MECs together with the Premier traveled to Durban. On the following day, we were all driven in a minibus to Nkandla to Mr Jacob Gedleyihlekisa Zuma's residence. The purpose for the said trip was to pledge support to the President at the time and profusely thank him for appointing Magashule as Premier of the Free State.
91. The said trip was organised by Magashule and the Pillay Brothers. It is the Pillay Brothers who led our minibus from Durban to Nkandla.
92. In 1994, after the first democratic elections, the Pillay Brothers had transported five officials<sup>4</sup> of the Northern Free State region to Wildcoast. The expenses for the entire trip were paid by the Pillay Brothers.
93. During Magashule's tenure as MEC for Sport in the province, Pillay Brothers scored contracts amounting to millions. When Magashule was fired by Premier Mosioua Terror Lekota (now leader of COPE), the Pillay Brothers were not rendering any services to the said department.

---

<sup>4</sup> Chairperson Magashule, Deputy Chairperson Dukwana, Secretary Pat Matosa, Deputy Vax Mayekiso (deceased) and Treasurer Tate Makgoe (current MEC for Education in the Free State)

SM  
D.M

94. In 2009, following Magashule elevation as Premier, Pillay Brothers re-emerged. I call on the Commission to investigate contracts the said brothers had with any department in the Free State.

95. On my second appearance to the Commission, I would elaborate in detail how the Free State government was captured together with municipalities.

**F. CONCLUSION**

96. I am aware that the evidence or the contents of my affidavit do not have precise dates in certain incidents referred to above. That is due to the fact that I have not been afforded requisite information to be of assistance to the Commission. I verily believe that the information I require to provide sufficient particulars of the state capture activities referred to above is in the custody of the Free State government.

97. I have a reasonable apprehension that some crucial information or evidence I require has already been destroyed.

98. I require the following documents for the purposes of assisting me further with any evidence that may be of assistance to the Commission:

*DM*  
D.M.

- 98.1. Cellphone records of the official mobile-phone (0825559981) during my tenure as MEC (2009-2012);
  - 98.2. My travel records during my tenure as MEC (2009-2012);
  - 98.3. Travel records of Mr Magashule as Premier during 2009-2012;
  - 98.4. The presentation regarding the initial presentation on the data hub concept;
  - 98.5. My diary during my tenure as MEC 2009-2012; and
  - 98.6. Any electronic document such as emails in my official email account relating to state capture activity .
99. This is all I have to say in the circumstances.



**MXOLISI DUKOANA**

I hereby certify that the deponent knows and understands the contents of this affidavit and that it is to the best of the deponent's knowledge both true and correct. This affidavit was signed and sworn to before me at SANDTON on this the 1<sup>st</sup> day of MARCH 2019.

**COMMISSIONER OF OATHS**

*M Madisa*

Commissioner of Oaths ex Officio

Advocate D M MADISA

Advocate of the High Court of South Africa  
Protea Place, Sandown

Date 1<sup>st</sup> MARCH 2019

"DMI"

**Selina Tshabalala**

**From:** Smanga Sethene [smanga@lawsethene.com]  
**Sent:** 19 March 2019 11:55 AM  
**To:** Selina Tshabalala  
**Subject:** Fwd: Information request

Regards,

Adv Smanga Sethene  
 AFSA Chambers JOHANNESBURG  
 ARBITRATION FOUNDATION OF SOUTHERN AFRICA  
 1st Floor Grindrod Tower  
 8A Protea Place, off Fredman Drive, Sandown  
 Sandton

Tel: +27 (0)11 320 0600  
 Cell: +27 0829337160  
 Fax: +27 (0)86 6081994  
 Skype: Sethene  
 Email: [smanga@lawsethene.com](mailto:smanga@lawsethene.com)  
 Web: [www.afsajhb.co.za](http://www.afsajhb.co.za)



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Begin forwarded message:

**From:** vicechancellor <[vc@dut.ac.za](mailto:vc@dut.ac.za)>  
**Subject:** RE: Information request  
**Date:** 04 March 2019 at 16:34:37 SAST  
**To:** Smanga Sethene <[smanga@lawsethene.com](mailto:smanga@lawsethene.com)>, "Bongani B. Masinga" <[BonqaniM@commissionsc.org.za](mailto:BonqaniM@commissionsc.org.za)>  
**Cc:** Mxolisi Dukwana <[m.dukwana@gmail.com](mailto:m.dukwana@gmail.com)>, "Tumi T. Mpatane" <[TumiM@commissionsc.org.za](mailto:TumiM@commissionsc.org.za)>, "Phillip P. Mokoena" <[PhilliPM@commissionsc.org.za](mailto:PhilliPM@commissionsc.org.za)>

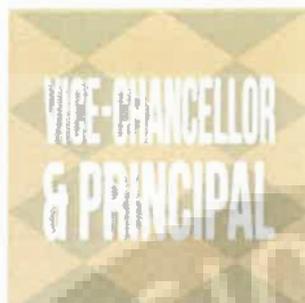
Dear Adv Sethene:

DMI

I confirm that Me Dukwas and I (with many others) visited India in 2009 or so and that the IT Hub project conceptualized by Central University of Technology, Free State, and mainly myself, was part of the agenda. I would be happy to provide any further information.

My cell-phone number is 082 807 9336.

Kind regards  
Thandwa



**PROFESSOR THANDWA MTHEMBU**  
BSc(Hons) (1974), MSc (1976), PhD (1978)  
**Vice-Chancellor and Principal**  
Durban University of Technology

P O Box 1334, Durban 4000, South Africa

Tel: +27 31 373 2474

Fax: +27 31 373 2011

email: [vc@dut.ac.za](mailto:vc@dut.ac.za)

[www.dut.ac.za](http://www.dut.ac.za)

**From:** Smanga Sethene <[smanga@lawsethene.com](mailto:smanga@lawsethene.com)>

**Sent:** Friday, March 1, 2019 10:39 AM

**To:** Bongani B. Masinga <[BonganiM@commissionsc.org.za](mailto:BonganiM@commissionsc.org.za)>; vicechancellor <[vc@dut.ac.za](mailto:vc@dut.ac.za)>

**Cc:** Mxolisi Dukwana <[m.dukwana@gmail.com](mailto:m.dukwana@gmail.com)>; Tumi T. Mpatane <[TumiM@commissionsc.org.za](mailto:TumiM@commissionsc.org.za)>; Phillip P. Mokoena <[PhillipM@commissionsc.org.za](mailto:PhillipM@commissionsc.org.za)>

**Subject:** Re: Information request

Dear Bongani,

The official mobile number that Mr Dukwana used: 082 555 9981

Mr Dukwana has told me he got the surname of the Professor wrong. The correct surname is Prof Mthembu and is currently at Durban University of Technology in Durban as Vice-Chancellor.

Yesterday I was able to contact Prof Mthembu's office and spoke to a lady who introduced herself as Sushi. She was kind to text me the email address of Prof Mthembu.

Dear Prof Mthembu,

I understand from Mr Dukwana, who is scheduled to appear at the Commission on State Capture that there is a project regarding the IT hub that was contemplated in partnership with the Department of Economic Development, Tourism and Environmental Affairs at Welkom, Free State. This is at the time Pro Mthembu was a VC at Central University of Technology in Bloemfontein. In this regard, he (Dukwana as MEC) presented the same concept to the provincial cabinet and somehow the same project, in an amplified form, was presented to the provincial cabinet by a Gupta linked company. Apparently, you traveled with Mr Dukwana to India.

Mr Bongani Masinga will be in touch with for details.

Regards,

Adv Smanga Sethene  
AFSA Chambers JOHANNESBURG  
ARBITRATION FOUNDATION OF SOUTHERN AFRICA  
1st Floor Grindrod Tower  
8A Protea Place, off Fredman Drive, Sandown

D.M. SM

Sandton

Tel: +27 (0)11 320 0600

Cell: +27 0829337160

Fax: +27 (0)86 6081994

Skype: Sethene

Email: [smanga@lawsethene.com](mailto:smanga@lawsethene.com)Web: [www.afsajhb.co.za](http://www.afsajhb.co.za)

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On 27 Feb 2019, at 14:45, Bongani B. Masinga <[BonganiM@commissionsc.org.za](mailto:BonganiM@commissionsc.org.za)> wrote:

Dear Adv. Sethene

Hope this mail finds you well.

Could you please provide us with the following information:

- The official contact/cellphone number that Mr Dukwana used during his tenure as MEC for Economic Development
- Contact details of Prof. Thando Mthethwa and where she's currently employed

**Bongani Masinga**

**COMMISSION OF INQUIRY INTO STATE CAPTURE**

Hillside House, 3rd Floor, 17 Empire Road, Parktown, Johannesburg, 2193

Gauteng South Africa

email: [bon\\_manim@commissionsc.org.za](mailto:bon_manim@commissionsc.org.za) |

[www.sastatecapture.org.za](http://www.sastatecapture.org.za)

<image001.jpg>

"This e-mail is subject to our Disclaimer, to view click <http://www.dut.ac.za/disclaimer>"

*D.M. Masinga*

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D.M. Jay



EXCO Reference No 6/2011

**FREE STATE EXECUTIVE COUNCIL MEMORANDUM:  
ECONOMIC & RURAL DEVELOPMENT, INFRASTRUCTURE AND AGRARIAN REFORM  
CLUSTER**

**SUBJECT: CITY FOR TOMORROW CONCEPT**

**1. PURPOSE**

To obtain in-principle support of the Executive Council for the "New City"-project in the Free State Province and to obtain formal approval of the Executive Council to initiate and pursue a process that will include the investigation and consideration of all aspects of the viability of the New City concept.

**2. BACKGROUND**

- a) No new city has been established in the Republic of South Africa since 1994. The economic potential of the unique geographic location of the Free State province is generally viewed as not being optimally explored to the advantage and benefit of the broader Free State communities.
- b) Various economic opportunities, specifically in the information technology industry, are in development that may maximize the economic benefits to be derived from centrality of the Free State province and it may also serve to revitalize the economy of the Lejweleputswa district, specifically the Matjhabeng Local Municipality.
- c) The ERDIAR Cluster considered a presentation on the "City for Tomorrow"-concept on 22 June 2011 from *P3i Nulane Consortium*. The presentation focused on the following aspects;
- i) Introduction "City for Tomorrow"
  - ii) Process
  - iii) Sustainability
  - iv) Regional Analysis
  - v) Local Analysis
  - vi) Population Density and Scale Comparison
  - vii) Site Selection and Criteria
  - viii) Site Alternatives
  - ix) The Plan
  - x) Phase 1
- d) The concept essentially involves the development of a new city for approximately 600 000 residents. The criteria to determine the city and location for the development of a new city include the following;
- i) Accessibility to Freeway

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D.M

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- ii) Accessibility to Rail
  - iii) Accessibility to Airport
  - iv) Accessibility to Water, Sewer, and Power
  - v) Safety and Security
  - vi) Adaptability to Natural Topography
  - vii) Adaptability to Natural System
- e) A site has been identified that meet the identified criteria between Henneman and Geneva station.
- f) The development of the new city can create up to 35 000 jobs and/or job opportunities and will be implemented over a number of phases. The first phase will focus on the delivery of 5000 housing units.
- g) It was noted that the funding for the development will involve a type of Private-Public Partnership with international funding. There are various cost-benefit options for the provincial government, for example; government can own the whole city and sell off houses, office developments, etc. and this will create an income opportunity. International funding will also be sourced and this is likely to be a more cost-effective option.
- h) It was further noted that the proposal links up with the envisaged PPP-project regarding the IT-Hub / Techno-park. In addition, the MEC: Economic Development, Tourism and Environmental Affairs has lobbied various national government departments to position to the Free State to serve as the Data Centre hub to host the data services of the national, provincial and local government. A major private sector player in data services has also expressed interest to locate its major data back-up facility in the locality as it is required to duplicate its existing Gauteng-based services.
- i) The full presentation received by the Cluster is attached as Annexure B to this memorandum.

### 3. RECOMMENDATIONS OF THE ERDIAR CLUSTER

- a) Having considered the presentation, the ERDIAR Cluster resolved that;
- i) the Director General should coordinate the participation of the Free State provincial and local government sector in this project, including liaison with the relevant national government departments and the consortium and to consult with the National and Provincial Treasury on all matters relevant to the implementation of the project;
  - ii) a workshop of all relevant stakeholders should convene to further unpack the concept and related details
  - iii) the development of the new city concept must be integrated and linked with all relevant provincial and local economic development strategies and initiatives and
  - iv) to obtain in-principle support of the Executive Council for the "New City"-project in the Free State Province;
  - v) to obtain in-principle support of the Executive Council to position the Free State as the data centre hub for national, provincial and local government and to further pursue negotiations with the private sector in this regard and
  - vi) to obtain formal approval of the Executive Council to initiate and pursue a process that will include the investigation and consideration of all aspects of the viability of the New City concept.

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**4. PERSONNEL IMPLICATIONS**

The Director-General will be responsible for the coordination of the participation of provincial and local government stakeholders in this project. As the Office of the Director General has been designated responsibility for the registration and related processes regarding the PPP-projects and the Executive Council has approved that specific support may be provided to the Office of the Director-General for this purpose, sufficient capacity will exist in the Office to execute the responsibility.

The State Law Advisors and officials in key stakeholder Departments at provincial and national level, provincial public entities and the Matjhabeng Local Municipality will be consulted during all phases of the project.

**5. LEGAL / POLICY IMPLICATIONS**

Strict compliance with the PFMA and National Treasury Instructions are required.

**6. FINANCIAL IMPLICATIONS**

Financial implications associated with the implementation of the project and process will be determined in consultation with Provincial Treasury and National Treasury.

**7. CONSULTATIVE PROCESS**

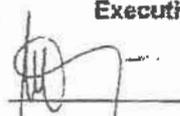
All relevant stakeholders will be engaged in taking the process forward.

**8. RECOMMENDATIONS**

It is recommended that the Executive Council approves the resolution as set out in Annexure A.

  
pp- Elzabe Rockman  
Director General

Date: 2011/07/04

<p><b>TO: The Secretary: Free State Executive Council</b></p> <p>Please place an appropriate item on the agenda of the Executive Council and distribute copies of this Memorandum to the respective Members of the Executive Council for consideration.</p> <p> Mr. P.H.I. MAKGOE Acting MEC: EDTEA</p>	<p><u>04/07/2011</u> Date</p>
--	-----------------------------------

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## ANNEXURE A

DRAFT PROPOSED EXCO RESOLUTION

EXCO MEETING \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

/2011

SUBJECT: CITY FOR TOMORROW CONCEPT

(File No. /2011)

(ERDIAR Cluster)

- 1 **RESOLVED** that approval be granted that:
- a) the Executive Council pronounces its in-principle support for the "New City"-project in the Free State Province.
  - b) the Executive Council pronounces its in-principle support of the Executive Council to position the Free State as the data centre hub for national, provincial and local government and to further pursue negotiations with the private sector in this regard and
  - c) a process be initiated and pursued that will include the investigation and consideration of all aspects of the viability of the New City concept
  - d) the Director General should coordinate the participation of the Free State provincial and local government sector in this project, including liaison with the relevant national government departments and the consortium
  - e) a workshop of all relevant stakeholders should convene to further unpack the concept and related details
  - f) the development of the new city concept must be integrated and linked with all relevant provincial and local economic development strategies and initiatives and
  - g) That the Director-General further consults with both the Provincial Treasury and National Treasury on all matters relevant to the implementation of this project.

\_\_\_\_\_  
SECRETARY : EXECUTIVE COUNCIL\_\_\_\_\_  
DATE\_\_\_\_\_  
PREMIER: FREE STATE PROVINCE\_\_\_\_\_  
DATED. 

# CITY for Tomorrow



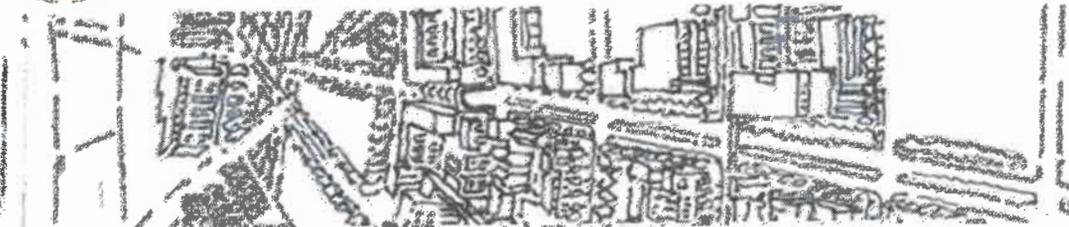
## P3i

John Thomas  
Jeroen Gerrese

Vaughan Davies(AECOM)

## Nulane (an ISSAR Company)

Iqbal Meer Sharma  
Salim Essa



D.M SM

"M3"

# CITY for TOMORROW


  
 Kroonstad 20
   
 City for Tomorrow 25
   
 Bloemfontein 232

# Tomorrow

## Presentation

06.22.2011

## Discussion Items

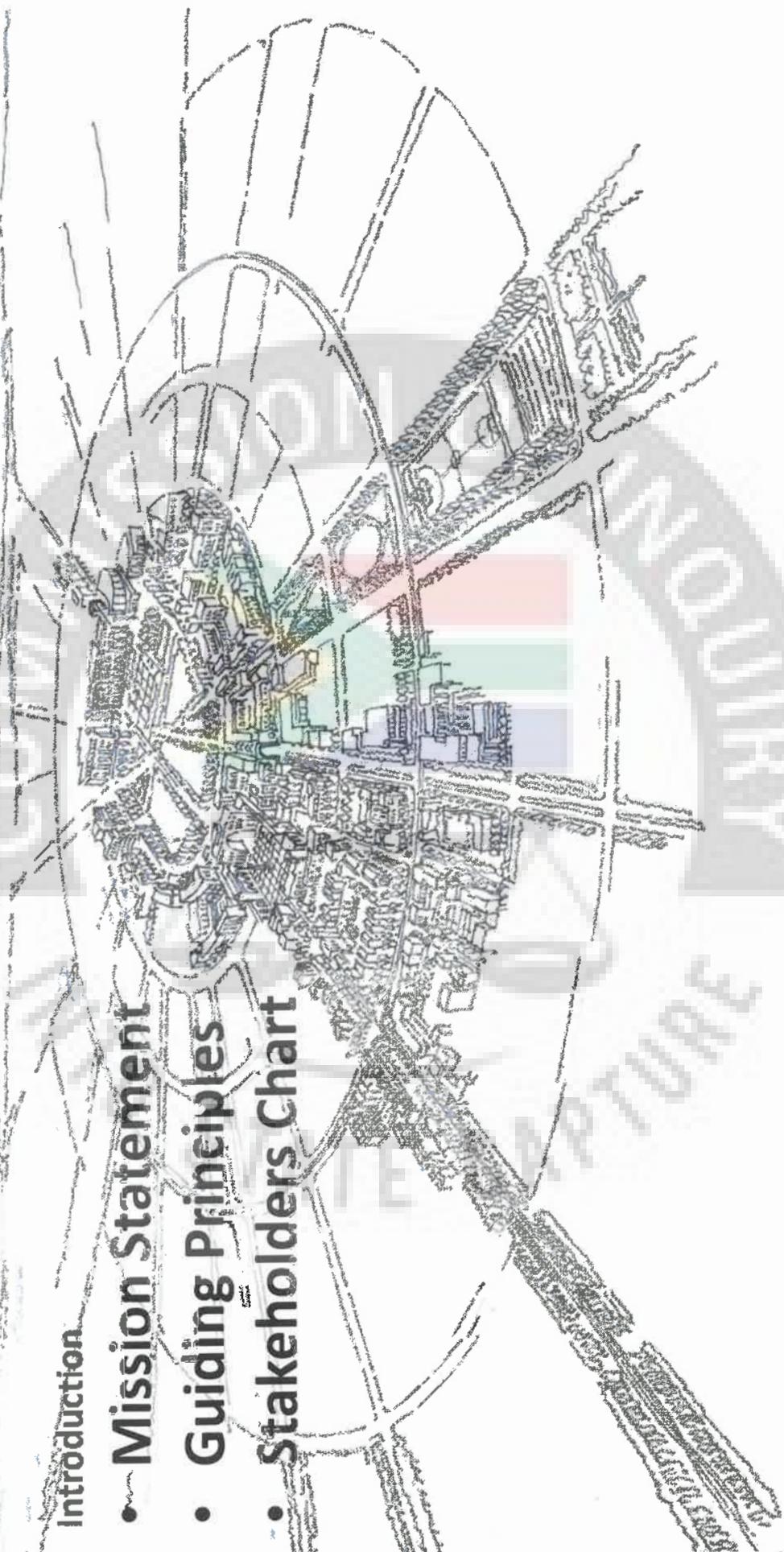
1. Introduction "City for Tomorrow"
2. Process
3. Sustainability
4. Regional Analysis
5. Local Analysis
6. Population Density and Scale Comparison
7. Site Selection and Criteria
8. Site Alternatives
9. The Plan
10. Phase<sup>1</sup>
11. Project<sup>N</sup>aming and Branding
12. Next Steps

*D.M DM*

# CITY for Tomorrow

Introduction

- Mission Statement
- Guiding Principles
- Stakeholders Chart



Presentation 6.22. 2011

*DM DM*



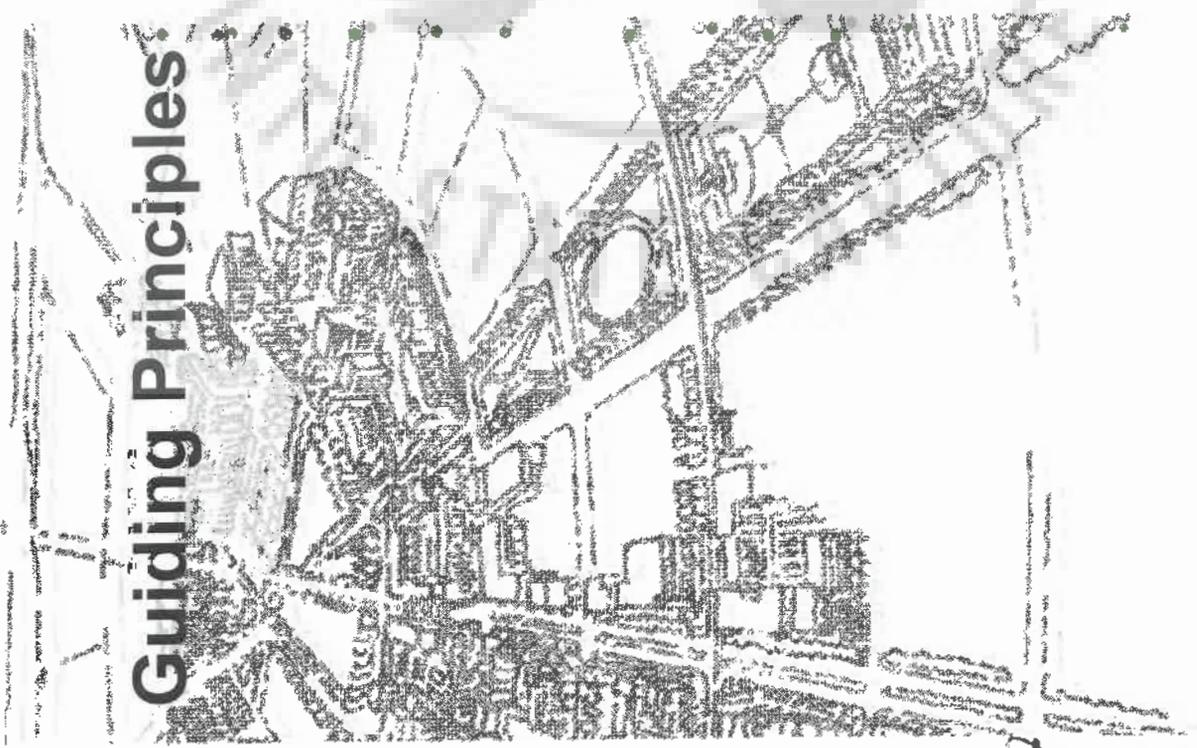
# Mission Statement

The nation's rich and textured history, inform and guide the City for Tomorrow to be a community that meets the vital human needs of the present, while prepared to meet the needs of the future through balanced ecological, economic, and community systems.

The City for Tomorrow is a safe, healthy, and viable community for human interaction, education, employment, recreation, housing, commerce, and cultural development.

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[Signature]

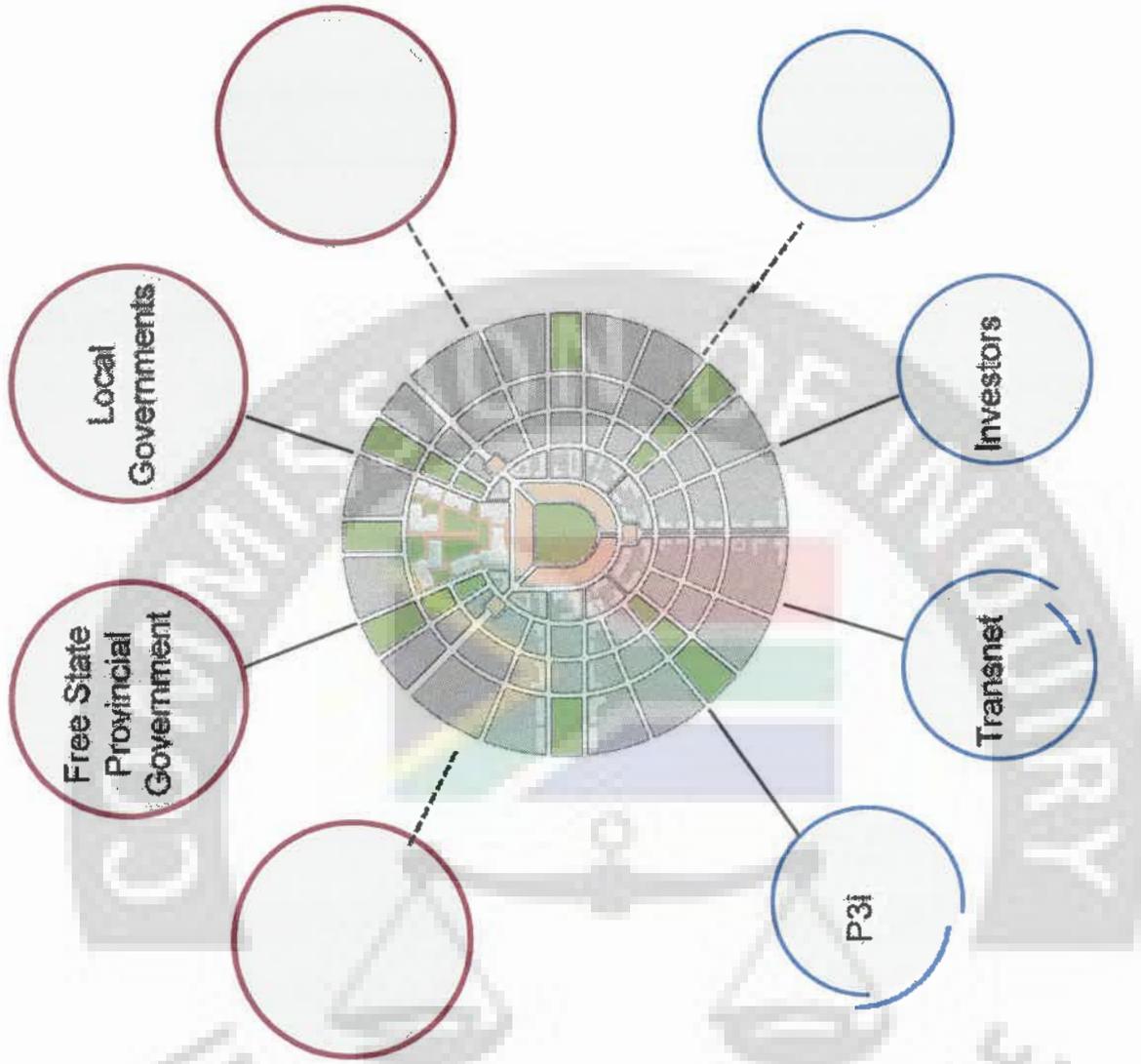
# Guiding Principles



- Create a New Dynamic 'Global City'
- Create a Green City (COP 17 - Climate Change Conference)
- Create a Healthy & Vibrant Community
- Create New Central Focus of the Province
- Improve Accessibility to City Services
- Provide Primary Residential Opportunity to Government Sector Employees
- Provide Affordable & Diverse Housing Options
- Provide Transit-Oriented Development
- Provide Housing Close to Employment Sectors
- Provide Jobs for 15-35 Years Age Group
- Improve Employment Opportunities to Appeal to College Educated and Others Making up "Brain Trust"
- Integrate Science and Technology Research & Development Hub for Education and Employment
- Utilize & Expand Upon Existing Rail and Power Infrastructure

D.M.  
[Signature]

# Stakeholders Chart



D M

# CITY for Tomorrow

Presentation

06.22.2011

## 35K Jobs

### Process

- Review of Recent Meeting in South Africa
- Business Plan
  - Phase I
  - Infrastructure
  - Phase II



# Review of Recent Meetings in South Africa

"...fundamental questions about...urban growth should be accommodated and managed to meet best the needs of the inhabitants; or about what qualities should be encapsulated within our cities to ensure that qualitatively rich, efficient and socially supportive environments emerge and are enhanced over time.

- National Leadership; "(the) President has encouraged this new integrated settlement" ...

Urban environments outlive any one generation of users: they represent an historical legacy to succeeding generations, which, in reality, is extremely unlikely to be destroyed...therefore the options open to future generations will be profoundly affected by decisions made in the immediate future."

- Local government; "2030 VISION...a 7th town at the center and connected to the others...one big global city."

"Only when a city achieves this celebration of life is it possible to talk of urban efficiency. The search for ways of celebrating life, therefore must be the central issue informing thinking about urban structure and design. The capture of these qualities requires a creative act; it defies standardization and the predetermination of form. It is impossible to predetermine the future, but it is possible to recognize the lasting quality of what is done today. This is the art of city-making "

South African Cities: a manifesto for change. By D. Dewar & R.S. Uytendaele

D.M. [Signature]

June 22, 2011

# City for Tomorrow

## Conceptual Level Cost and Benefit Analysis

Phase I	Quantity	Unit	Rate/Unit	Subtotal	TOTALS	Temporary Jobs	Permanent Jobs
Government Offices	160,000	m2	8,000	1,280,000,000	<b>8,867,500,000</b>	<b>10,420</b>	<b>24,487</b>
Non-governmental Offices	100,000	m2	7,000	700,000,000			
Residential - High Density	600,000	m2	8,000	4,800,000,000			
Police / Fire	2,500	m2	7,500	18,750,000			
Primary/Secondary Schools	3,500	m2	5,500	19,250,000			
Hotel	400	rooms	1,500,000	600,000,000			
Retail	28,000	m2	5,500	154,000,000			
Movies Theatres	1,000	m2	10,000	10,000,000			
Restaurants/Bars	8,000	m2	10,000	80,000,000			
Conference/Convention	5,000	m2	18,000	90,000,000			
Primary Care Health Center	2,500	m2	12,800	32,000,000			
R&D	30,000	m2	8,000	240,000,000			
Airport Runway	4,000	m	42,000	168,000,000			
Airport Terminal Building	2,000	m2	7,000	14,000,000			
Jail	500	m2	11,800	5,900,000			
Hospital	150	bed	850,000	127,500,000			
Worship Houses	1,000	m2	8,500	8,500,000			
Golf Course	18	holes	4,200,000	75,600,000			
Parking Structures		stalls	100,000	0			
University	10,000	m2	9,000	90,000,000			
Museum	2,000	m2	12,800	25,600,000			
Library	2,000	m2	9,000	18,000,000			
Department Stores	12,000	m2	6,000	72,000,000			
Performing Arts	2,400	m2	16,000	38,400,000			
Theme Park/Zoo	20	hectare	10,000,000	200,000,000			
Roads	150	lane/km	6,500,000	975,000,000			
Corporation Yard	2,000	m2	6,500	13,000,000			
Mass Transit							
Rail System	3	km	90,000,000	270,000,000			
Light Rail (Circle)	10	km	102,000,000	1,020,000,000			
Parks/Recreation	25	hectare	7,400,000	185,000,000			



*D.M. [Signature]*

# Global Outreach & Marketing Strategy

- Universities
- Research & Development
- Manufacturing
- Agriculture
- Logistics Hub;
- Land
- Sea
- Air
- Retail



*DM*

# CITY for Tomorrow

Presentation  
06.22.2011

## Sustainability

- Vision
- Theme
- Urbanization
- COP 17, Durban 2011

"Sustainability is integrated design and development, and those that can solve the most problems with the fewest resources will win"

DM Jay

## Sustainability Vision

- Create a robust framework for a sustainable community;
- Maximize the use of microclimatic effects to enhance external thermal comfort;
- Deliver high quality public realm areas;
- Maximize energy efficiency and reduce carbon emissions across the site;
- Reduce car use and provide low emission and mass transportation options;
- Maximize water efficiency, reduce water consumption, and maximize water recycling;
- Promote sustainable waste management; and
- Establish procurement policies that specify products and materials with high sustainability performance.

## Key Sustainability Themes

- Urban and Community Form;
- Energy;
- Water;
- Transportation and Mobility;
- Ecology and Landscape; and
- Material and Waste

## What is Sustainable Urbanization?

The framework through which we manage urban complexity - the interchanges of financial, natural, human, and social capital - in ways that create the conditions for long-term success, while curtailing the depletions of natural resources and enhancing human lives.

# CITY for Tomorrow

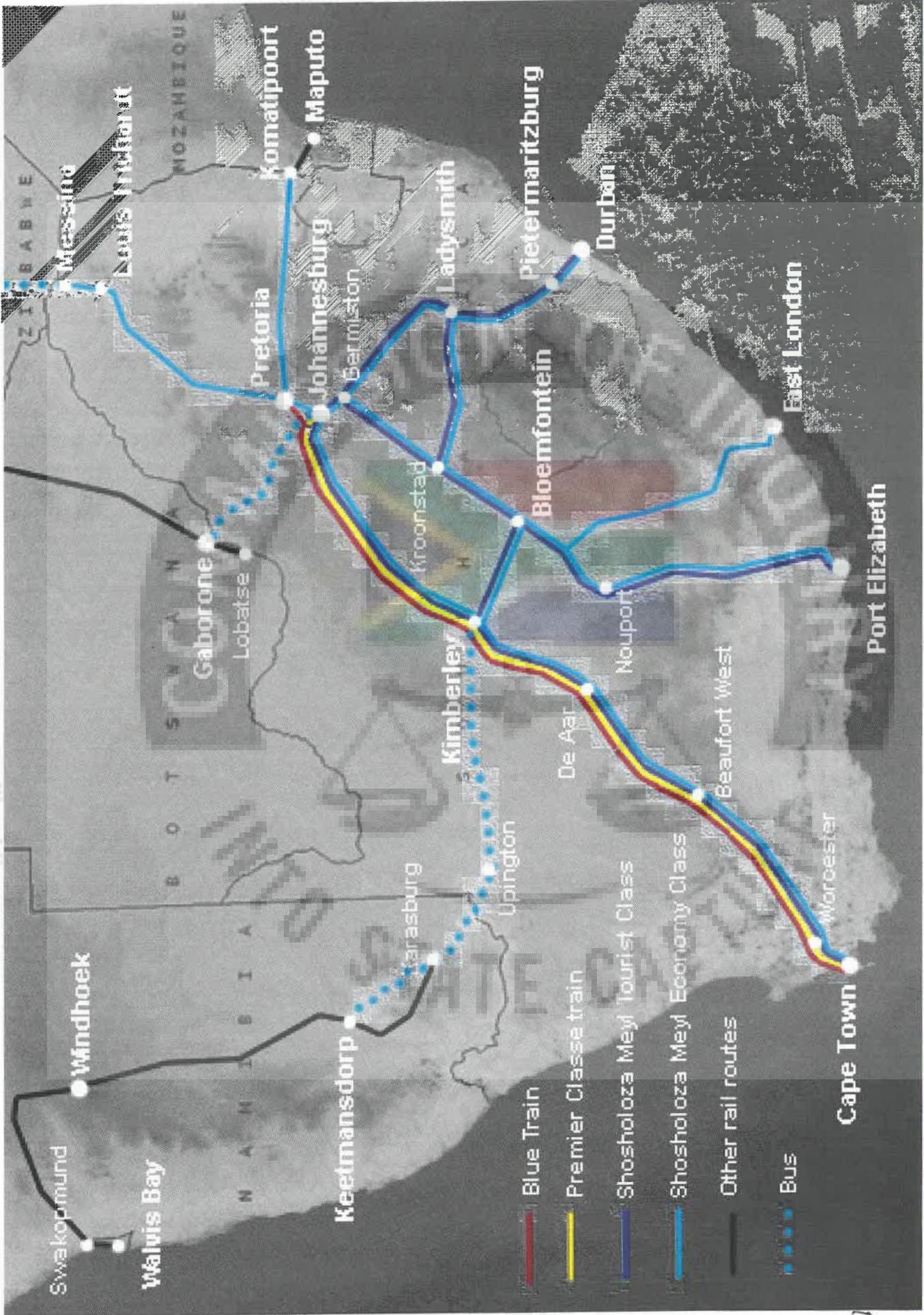
Presentation  
06.22.2011

Regional Analysis  
Free state  
Five Districts  
Rail Connection

City of Tomorrow | Master Plan  
of  
Oroville Park



D.M. [Signature]



D.M. 

# CITY for Tomorrow

Presentation  
06.22.2011

## Population Density and Scale Comparison

- Singapore
- Cape Town, South Africa
- Paris, France
- Durban, South Africa
- Brasilia, Brazil
- Los Angeles, California
- Johannesburg, South Africa
- Port Elizabeth, South Africa





AerialImages

**Singapore**

Population- 4,000,000  
Area- 479 SqKm  
Density- 8,351 people/SqKm



Perspective Images



**Cape Town, South Africa**

Population- 2,700,000  
Area- 686 SqKm  
Density- 3,936 people/SqKm



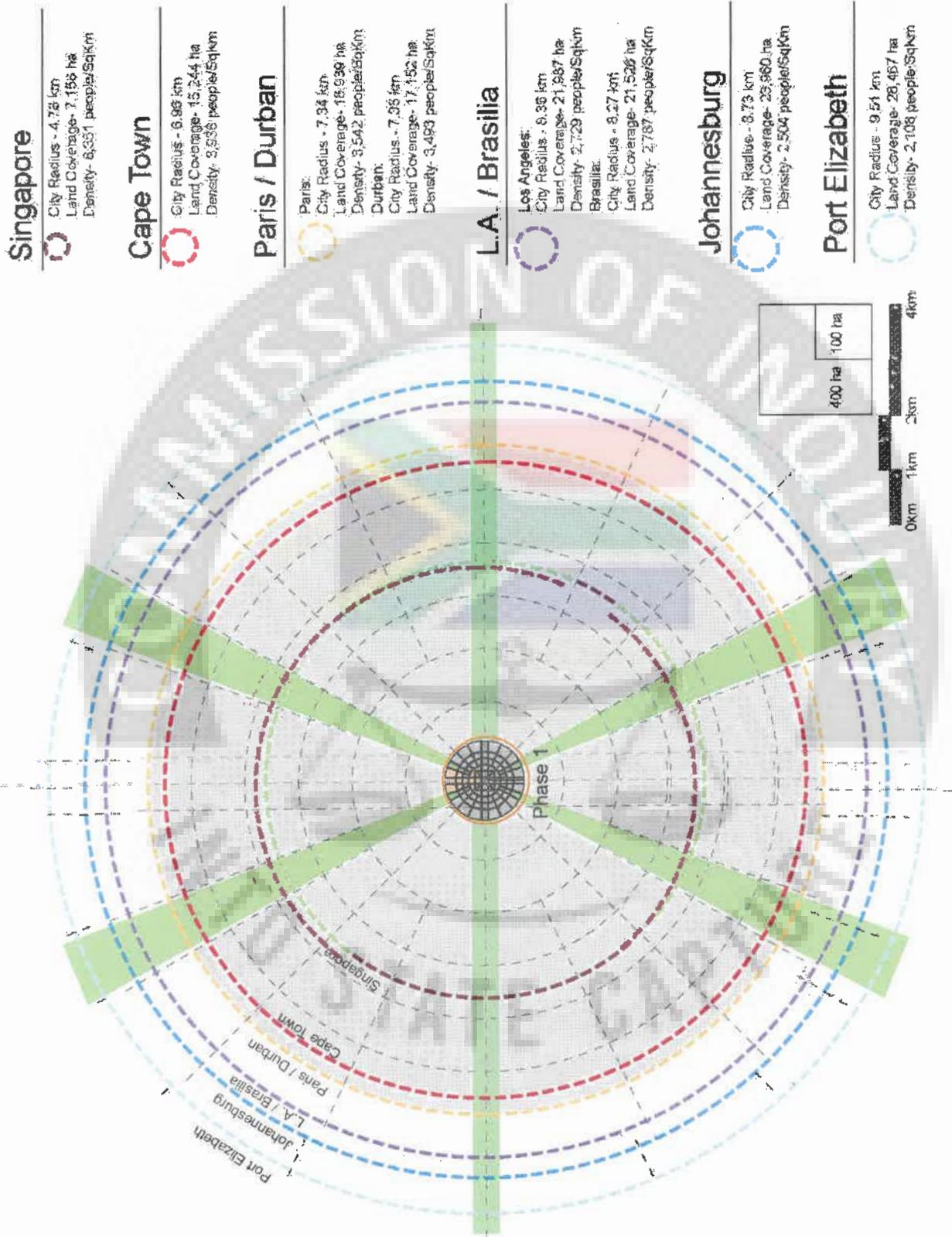
**Paris, France**

Population- 9,645,000  
Area- 2,723 SqKm  
Density- 3,542 people/SqKm



*[Handwritten signature]*

# New Town for 600,000 Residents



DIM

# Phase 1 = 6,000 units

**Singapore**  
 City Radius - 478m  
 Land Coverage - 72 ha  
 Density - 5,351 people/SqKm

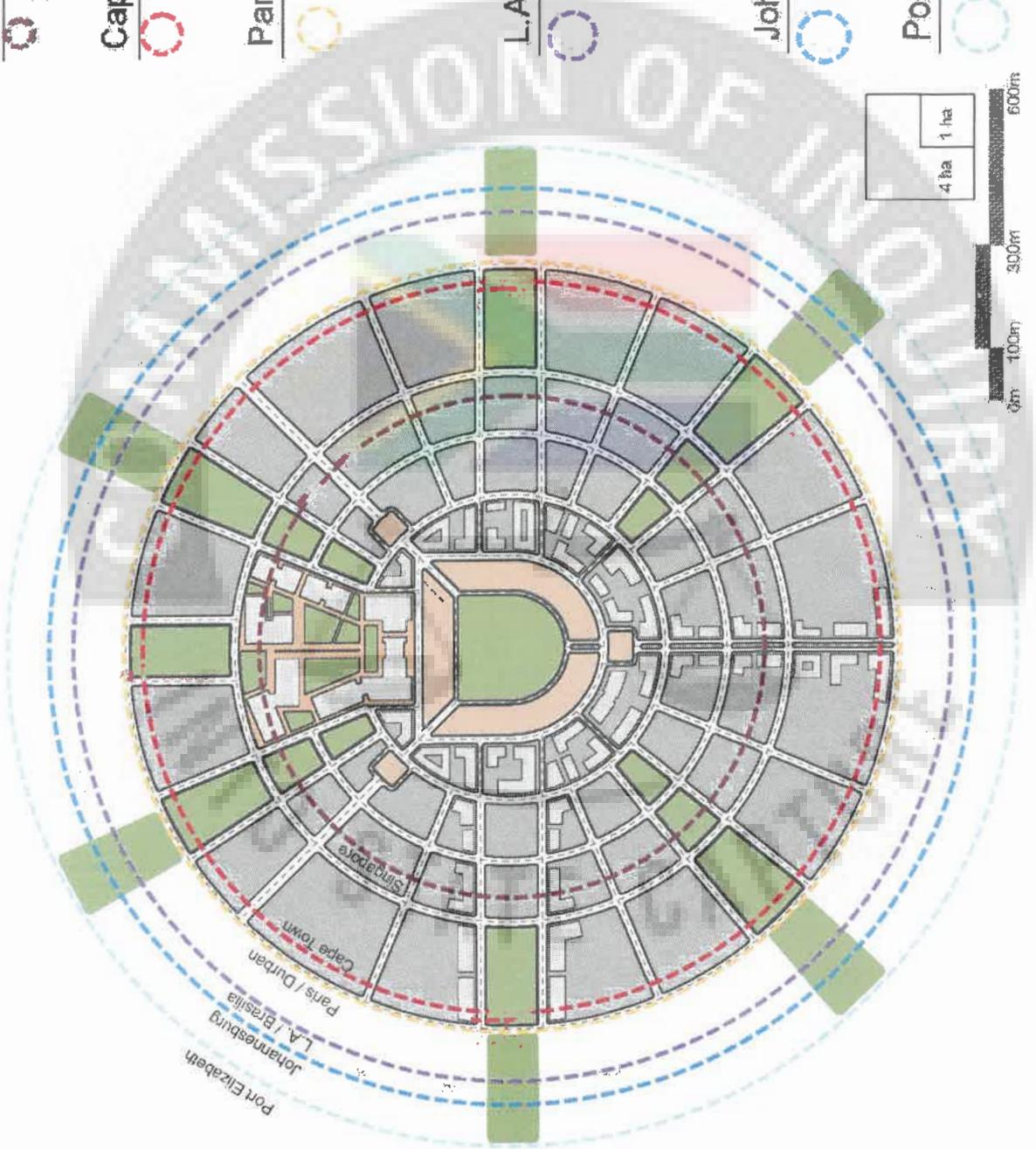
**Cape Town**  
 City Radius - 987m  
 Land Coverage - 152 ha  
 Density - 3,936 people/SqKm

**Paris / Durban**  
 Paris:  
 City Radius - 734m  
 Land Coverage - 169 ha  
 Density - 3,542 people/SqKm  
 Durban:  
 City Radius - 739m  
 Land Coverage - 172 ha  
 Density - 3,493 people/SqKm

**L.A. / Brasilia**  
 Los Angeles:  
 City Radius - 837m  
 Land Coverage - 220 ha  
 Density - 2,728 people/SqKm  
 Brasilia:  
 City Radius - 828m  
 Land Coverage - 215 ha  
 Density - 2,787 people/SqKm

**Johannesburg**  
 City Radius - 873m  
 Land Coverage - 240 ha  
 Density - 2,504 people/SqKm

**Port Elizabeth**  
 City Radius - 952m  
 Land Coverage - 285 ha  
 Density - 2,108 people/SqKm



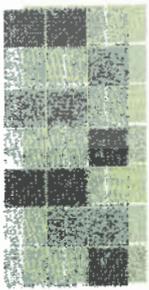
*D.M.*  
*[Signature]*

# CITY for Tomorrow

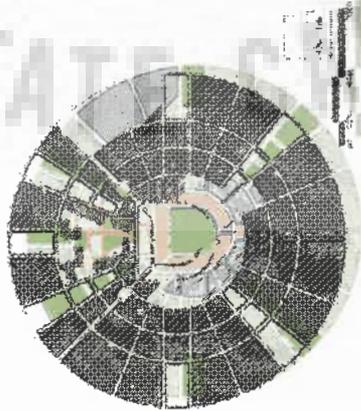
Presentation  
06.22.2011

## Site Selection and Criteria

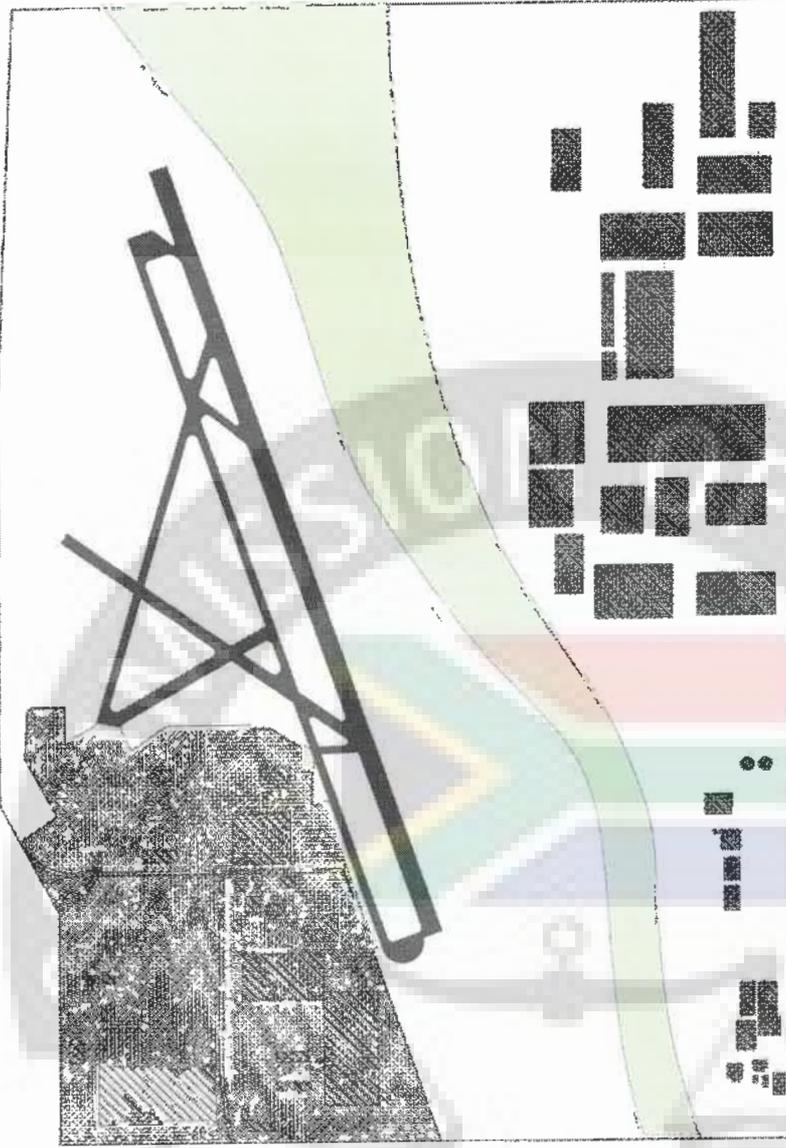
- Location Criteria
  - Accessibility to Freeway
  - Accessibility to Rail
  - Accessibility to Airport
  - Accessibility to Water, Sewer, and Power
  - Safety and Security
  - Adaptability to Natural Topography
  - Adaptability to Natural System



Golf Course 84 Ha



Phase I 169 Ha



Airport and Logistics Hub 1,503 Ha

*D. M. [Signature]*



**Kroonstad**

**N1 TOLL road**



**Wetlands**



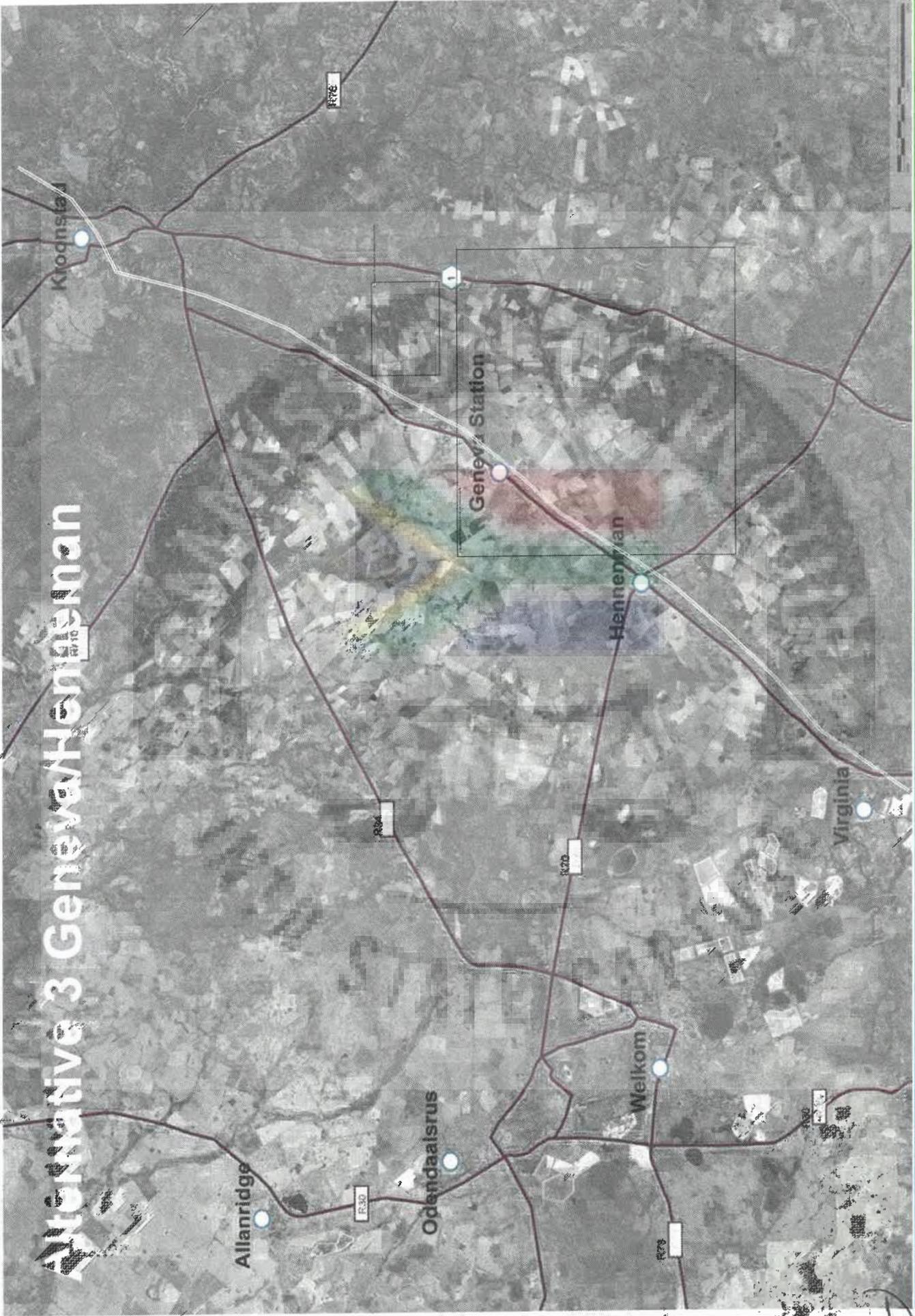
**Power Lines**



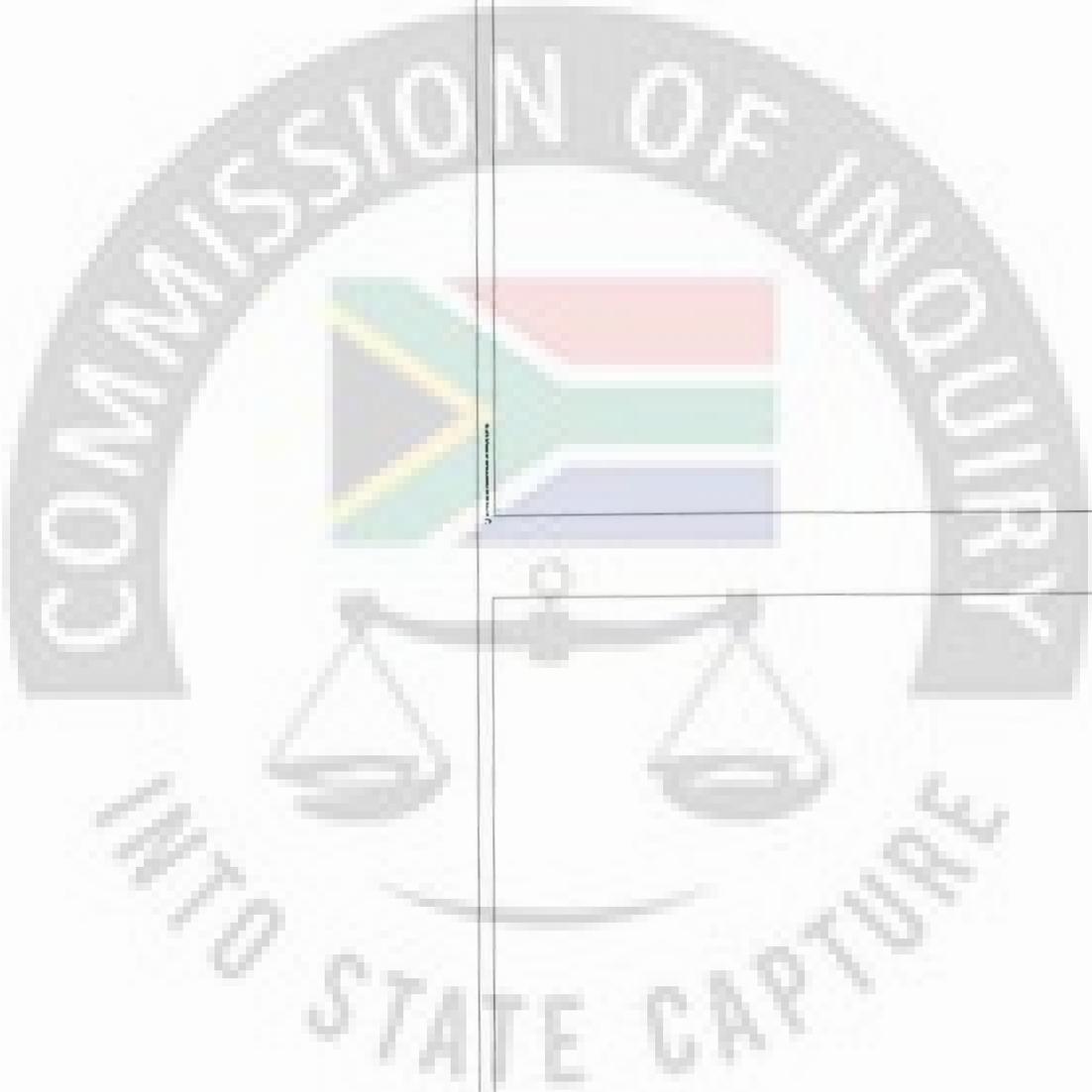
**Nature Reserves**

*D. M. [Signature]*

# Alternative 3 Geneva/Hennepin



DM. 

# CITY for Tomorrow

Presentation  
06.22.2011

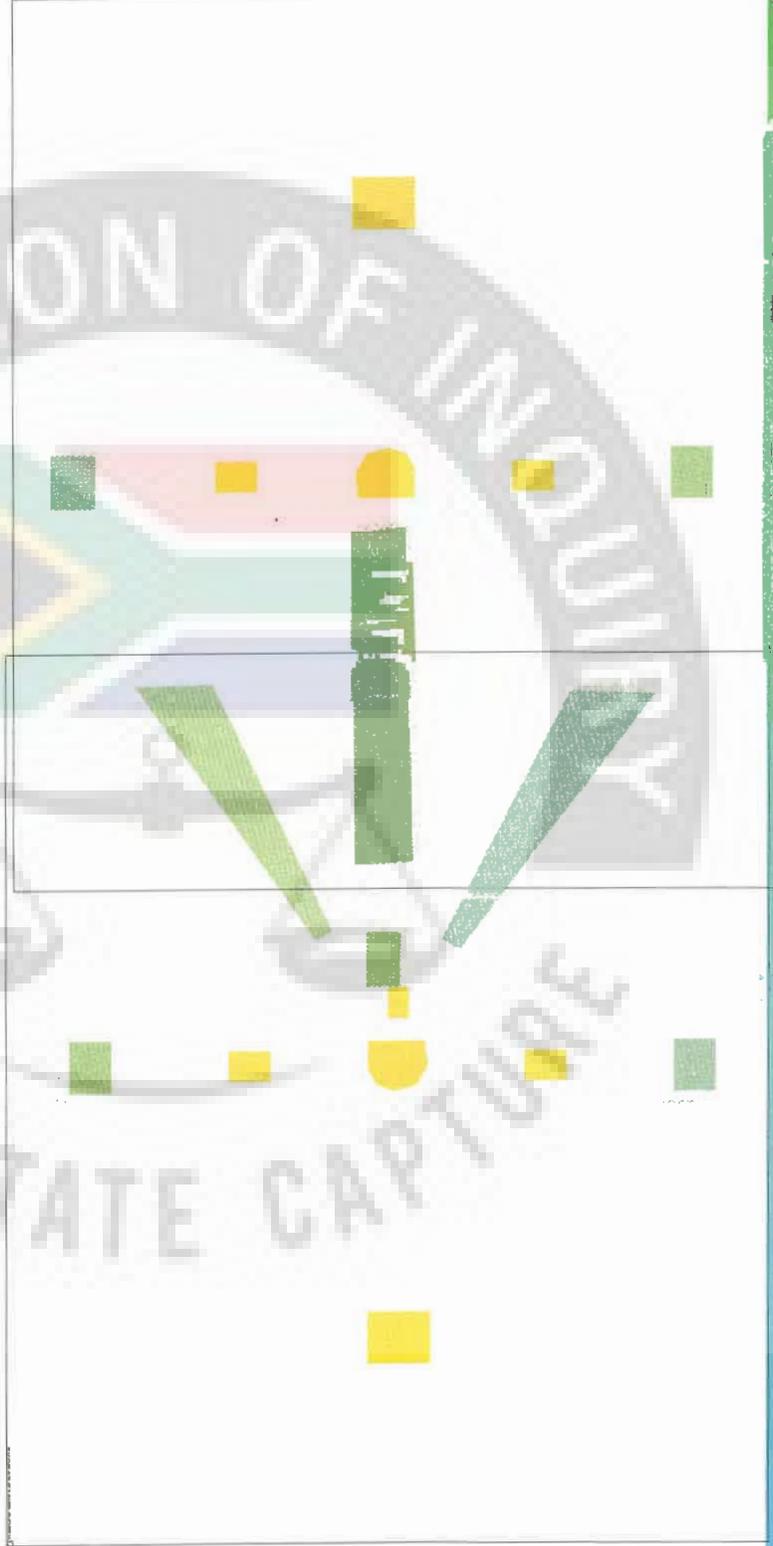
## The Plan

- Civic Plaza Scale Comparisons
- Planning Principles
- Regional Context
- Big Ideas
- Program

*DM*  
*EM*

## Planning Principles

- Balance of freedom(laissez faire) and constraint (order/plan)
- A plan should be "enabling"
- Choice, discovery and re-discovery by future generations = timelessness
- A framework creating & maintaining relationships of value
- An organic, complex order establishes an eminently more livable and beautiful city.
- Not "comprehensive" (sterile) but rather "partial" (spontaneity)



D.M. [Signature]

# Regional Context



D. M. M.

# City for Tomorrow - a Sustainable City

## Government

- Judicial Government\*
- Local Government\*
- City Hall\*
- Museums\*
- Convention Center

## Commercial

- Central Business District\*
- Corporate Campus
- Exec. Conference Center
- Office Park
- R&D Center
- Incubator
- Warehousing

## Housing

- Apartments (5-6 stories)\*
- Studios Flats (over retail)\*
- Live/Work
- Row Townhouses
- Single Family Attached
- Single Family Detached
- Active Adults
- Senior Housing

## Education

- Day Cares
- Preschools
- Elementary Schools
- Middle Schools
- High Schools
- Trade Techs
- Colleges
- Universities\*

## Public Services

- Police Department
- Fire Department
- Hospitals
- Libraries
- Churches/Mosques/Temples
- Cemetery
- Community Centers

## Public Infrastructure

- Water/Sewer/Power
- Communications
- Roadways
- Bus/BRT/Light Rail/Train
- Transit Stations/Hubs
- Dry Ports/Docks
- Airport
- Solar/Wind Farms

## Retail

- Entertainment\*
- Hotels\*
- Department Stores
- Retail Stores
- Neighborhood Retail
- Restaurants/Bars\*
- Local Shops
- Super Markets
- Open Market

## Recreation

- Performing Arts center\*
- Zoo
- Themed Park
- Sports Arena
- Soccer (90m x 120m = 1 HA)
- Cricket
- Rugby
- Golf (55 - 100 HA)
- Community Parks (4 HA)
- Neighborhood Parks (0.5 HA)
- Plazas/Squares/Open Space
- Trails: Walking/Hiking/Biking

\* Fronting the Central Park

D.M

CS



# CITY for Tomorrow

Presentation

06.20.2011

## Phase 1

- Land Use Strategy
- Town Square Surrounding Uses Framework
  - Public Square
  - Street and Block
  - Public Transit
- Catalyst Projects
  - Regional Government Center
  - Logistic Distribution Center
  - Natural "Beneficiary Projects"
    - Housing
    - Schools
    - Municipal
    - Hotel

D. M. 

Phase 1 Land Use Strategy



D.M. 

# Town Square Surrounding Uses

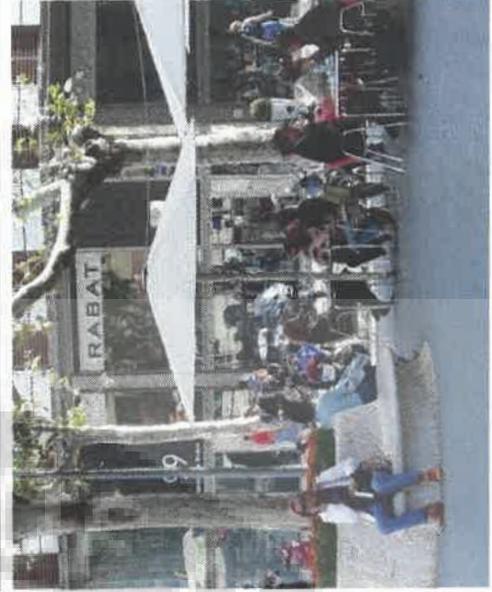
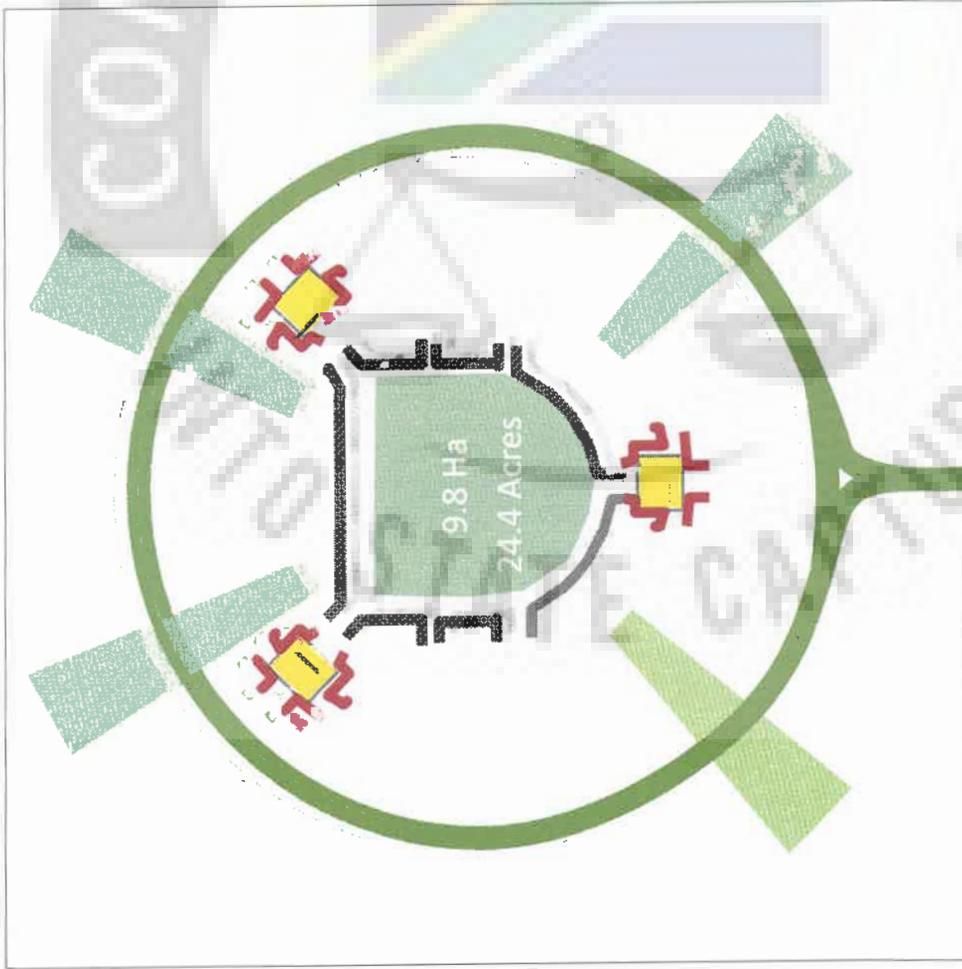


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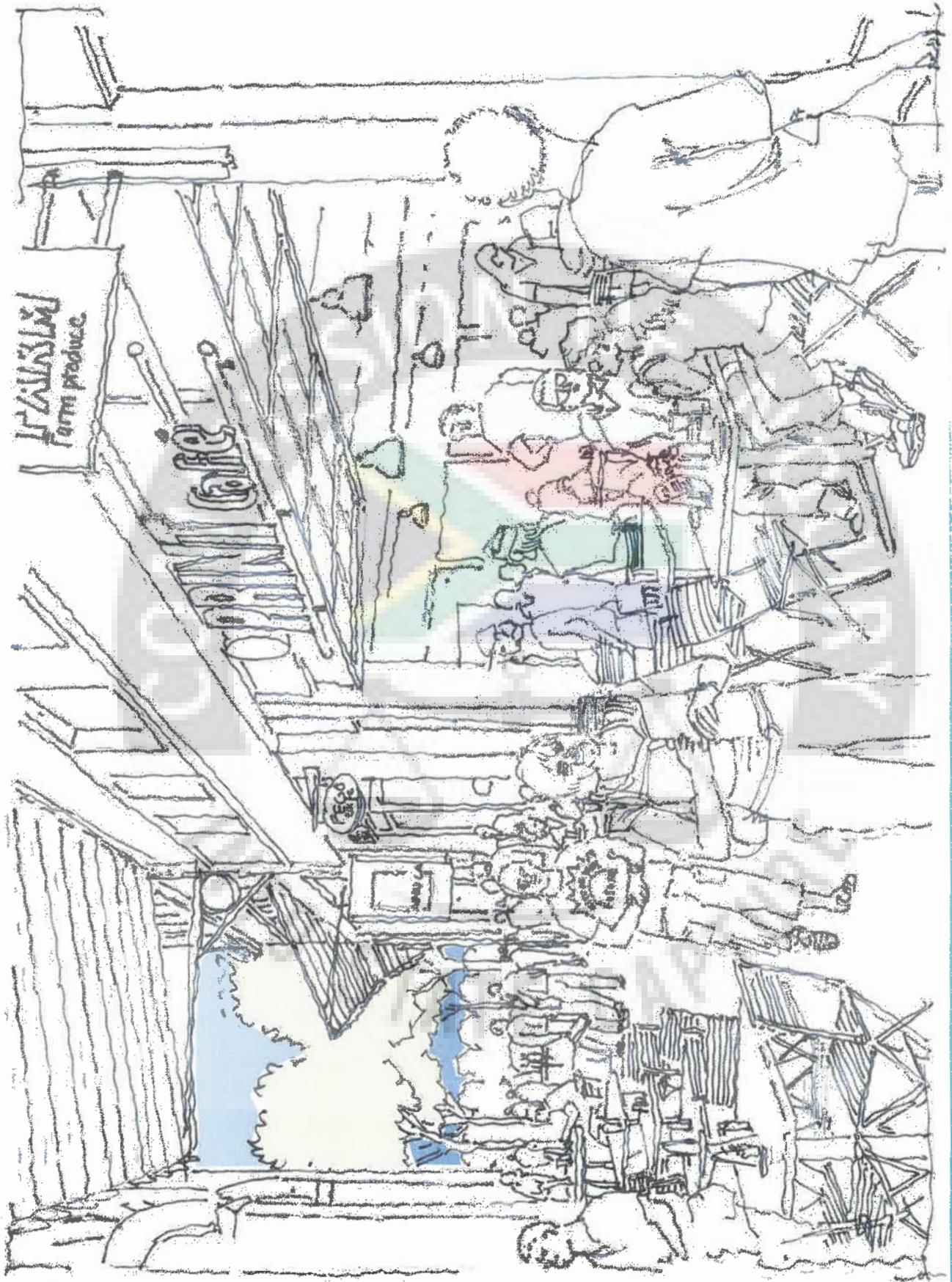


D.M. [Signature]

# Public Squares and Pedestrian Precinct

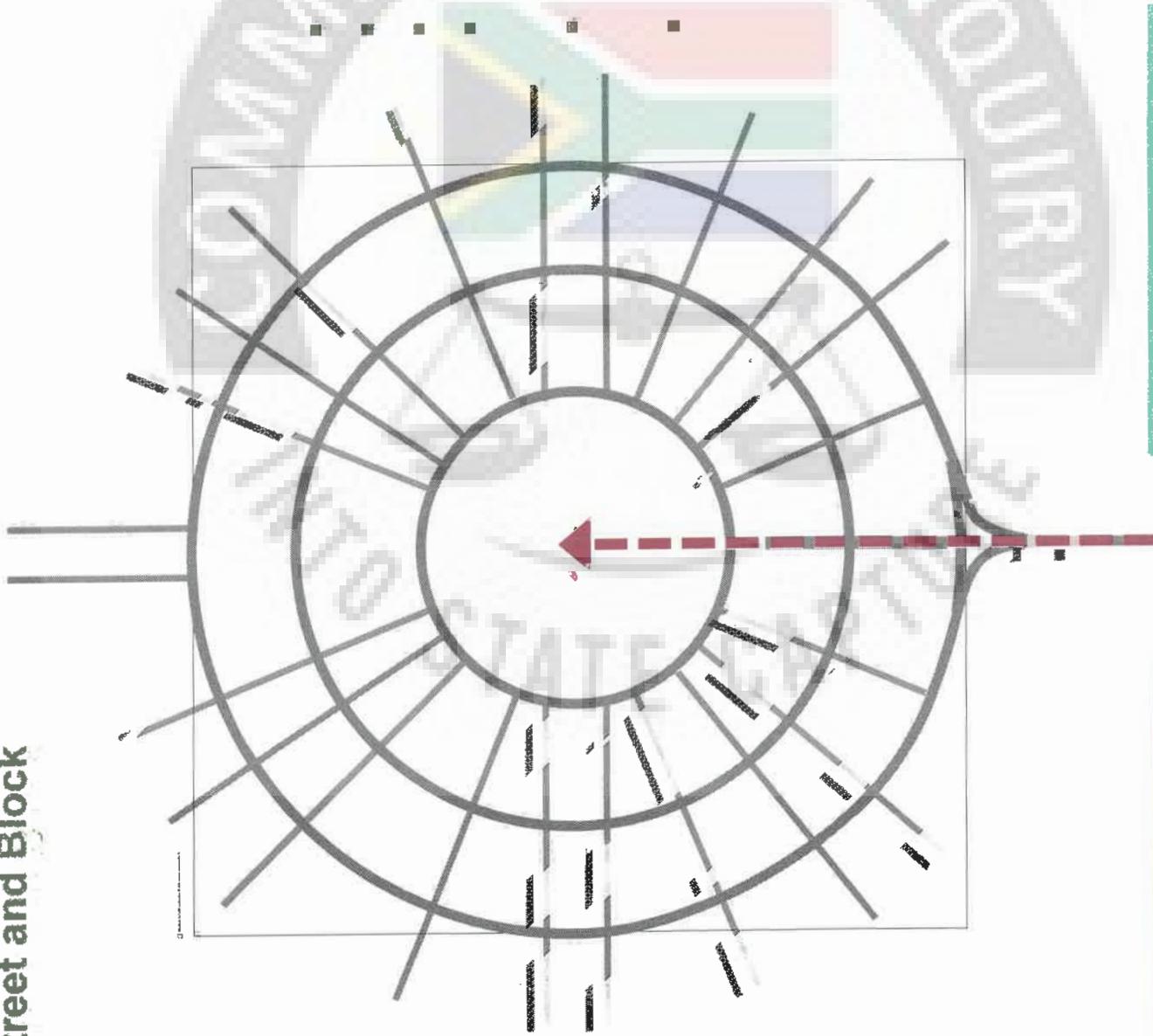


*D. M. [Signature]*



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# Street and Block



- A walking precinct at the core
- Multiple smaller blocks
- Urban Center/Piazza
- Multiple urban business and residential neighborhoods
- Ring road and urban parkway(s) at the periphery
- Axial approach road(s)

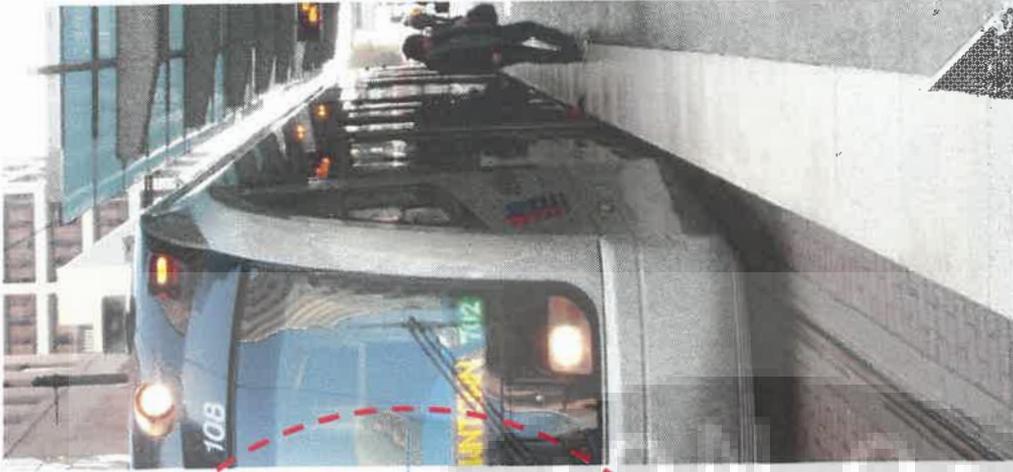
*Handwritten signatures and initials:*  
 P. M. S. M.

**Create 'Well-Behaved' Auto Streets**

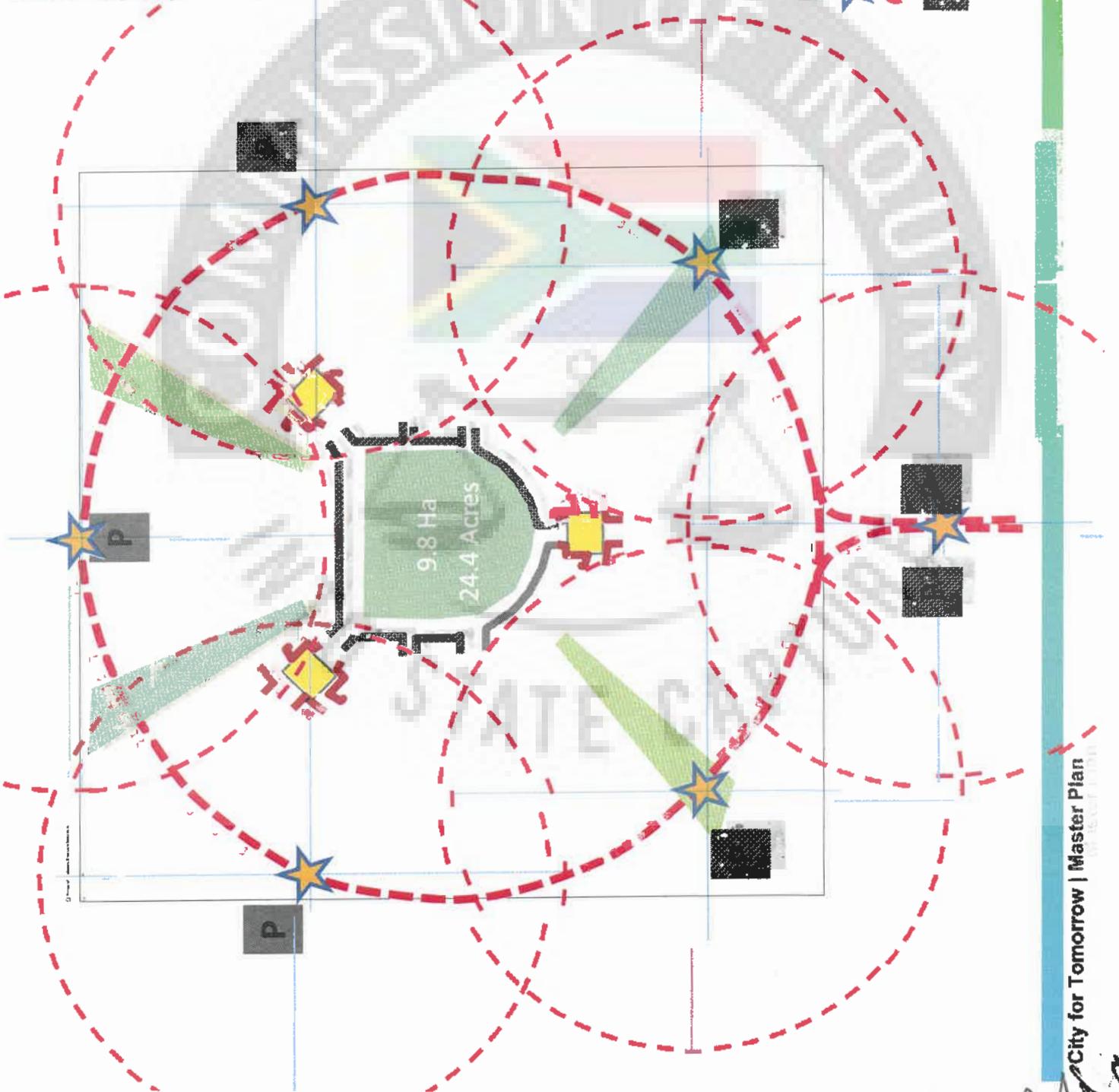



**AECOM** | **ESA ARCHITECTS**  
 CONSULTANTS ARCHITECTS

*D.M. SM*

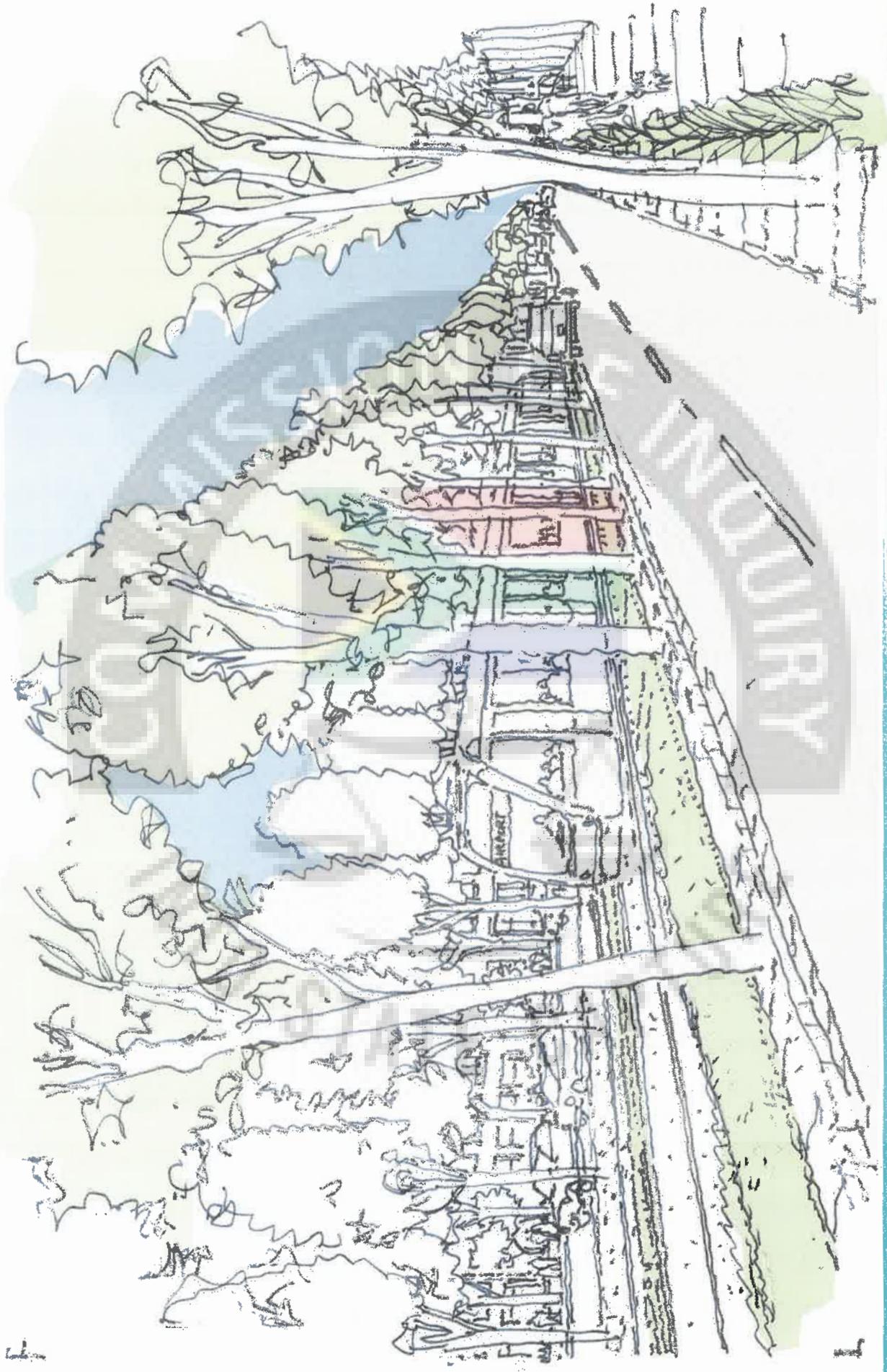


-  Town Squares
-  LRT Stations
-  Walking Distances
-  Parking



*D. M. Jay*

Light Rail to Airport



F

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*Handwritten signature: D.M. [unclear]*

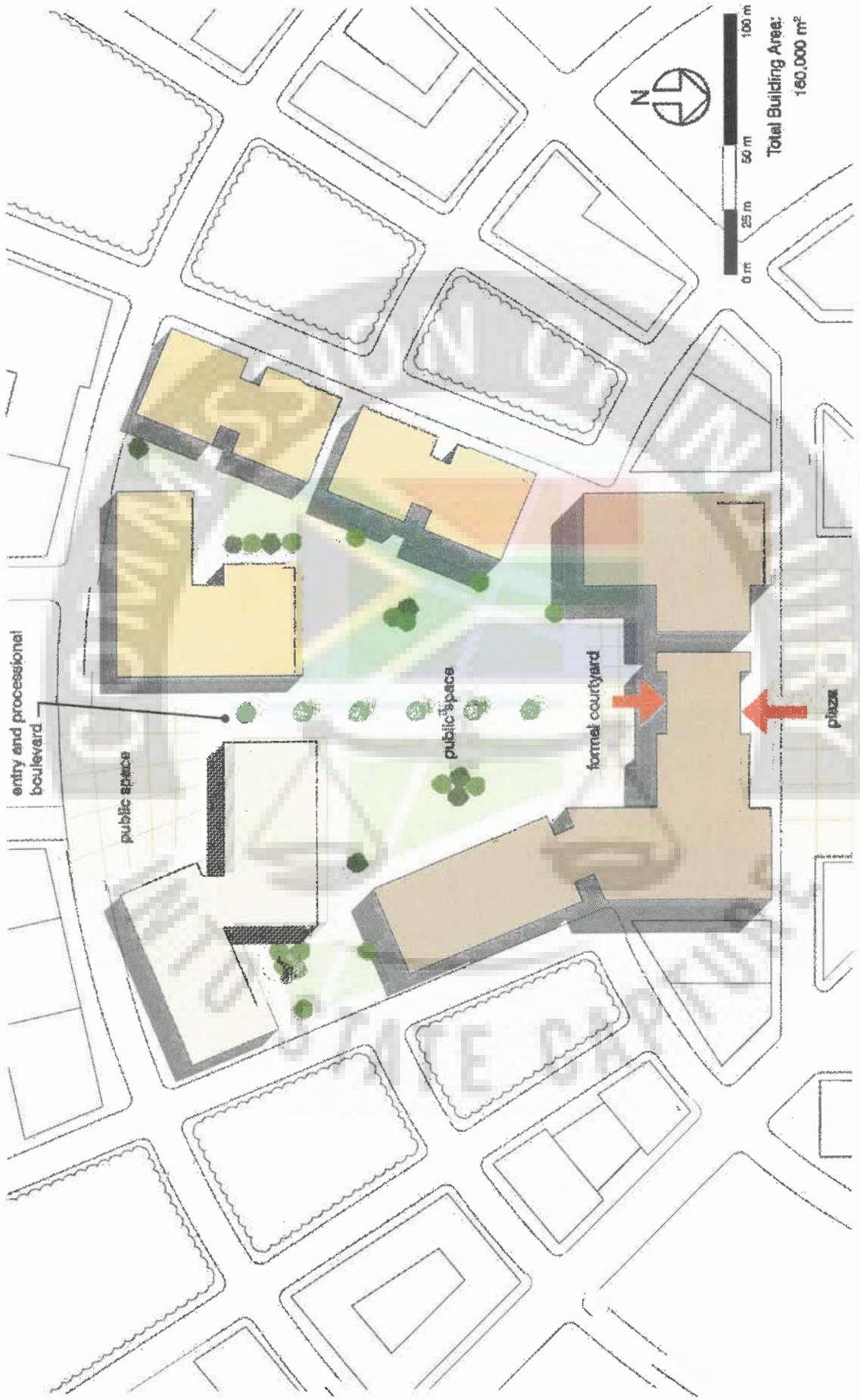
# MASSING DIAGRAM Government Centre Building Complex



DM  
BY

# SITE PLAN

## Government Centre Building Complex



- State Government Buildings: 90,300 m<sup>2</sup>
- Municipal Government Buildings: 46,000 m<sup>2</sup>
- Central Administration Buildings: 23,700 m<sup>2</sup>



*DM SM*



Precedent\_Piazza, Melrose Arch

*DM*



Precedent\_Urban Parks & Lakes

City for Tomorrow | Master Plan



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Preident\_Urban BusinessCenter

City for Tomorrow | Master Plan

BSA ARCHITECTS  
FULL SERVICE ARCHITECTS



*Handwritten signature*

# CITY for Tomorrow

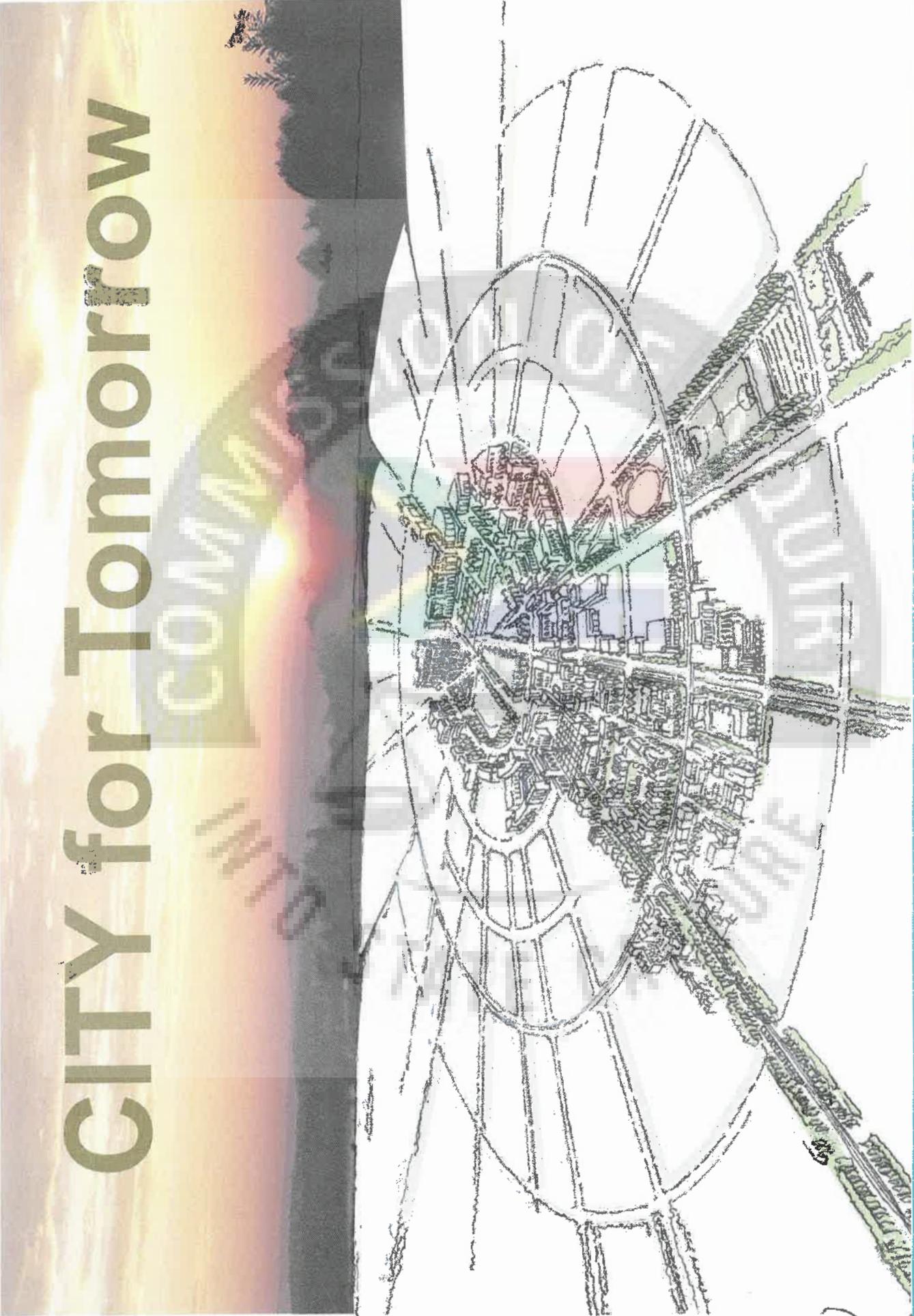
Presentation  
06.20.2011

Project Naming and Branding

## "The Rising Sun"



# CITY for Tomorrow




**ACCOM**  **ARCHITECTS**  
PULL STRONGELL ALLEN

City for Tomorrow | Master Plan

*D. M. Bay*

DM4

From: Mxolisi Dukwana <m.dukwana@gmail.com>  
Subject: Fwd: City of Tomorrow Agreement  
Date: 23 January 2019 at 10:56:09 SAST  
To: "smanga@lawsethene.com" <smanga@lawsethene.com>

----- Forwarded message -----

From: Iqbal Sharma <iqbal.sharma@issar.co.za>  
Date: Wed, 06 Jul 2011 at 14:19  
Subject: City of Tomorrow Agreement  
To: <m.dukwana@gmail.com>

Dear Honourable MEC,

Please find attached contract for Master Plan in relation to the City of Tomorrow project.  
Your comments would be appreciated.

Kind Regards,

Iqbal

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*"DM5"*

**MASTER PLAN AGREEMENT**

entered into between

**THE PROVINCIAL GOVERNMENT OF THE FREE STATE ACTING  
THROUGH ITS DEPARTMENT OF ECONOMIC DEVELOPMENT,  
TOURISM AND ENVIRONMENTAL AFFAIRS**

and

**THE CONSORTIUM**

consisting of:



**P3 INTERNATIONAL, LLC**

Registration No. 201014610054

a company duly registered in terms of the laws of the State of California,  
United States of America

and

**NULANE INVESTMENTS 204 (PROPRIETARY) LIMITED t/a NULANE  
MANAGEMENT SERVICES**

Registration No. 2008/020988/07

a company duly registered in terms of the laws of the Republic of South Africa

Please initial here


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*DM*

**WHEREBY IT IS AGREED AS FOLLOWS:**

**1. INTERPRETATION AND PRELIMINARY**

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and will not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears:

1.1. words importing:

1.1.1. any one gender include the other two genders;

1.1.2. the singular include the plural and vice versa; and

1.1.3. natural persons include created entities (corporate or unincorporate) and the state and vice versa;

1.2. the following terms will have the meanings assigned to them hereunder and cognate expressions will have corresponding meanings, namely:

1.2.1. **"Agreement"** means this master plan agreement;

1.2.2. **"Business Day"** means any day other than a Saturday, Sunday or official public holiday in South Africa;

1.2.3. **"City of Tomorrow"** means the "City of Tomorrow", a new city to be designed and built in the Province of the Free State, which new city will include the following elements:

1.2.3.1. general infrastructure;

1.2.3.2. public transportation facilities;

1.2.3.3. housing;

1.2.3.4. medical facilities;

1.2.3.5. high-tech private development;

1.2.3.6. entertainment;

1.2.3.7. public safety;

1.2.3.8. parks; and

1.2.3.9. the Government Centre;

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*SM*

- 1.2.4. **"Commencement Date"** means a date on which the Consortium commences the Project, being a date not later than 10 (ten) Business Days after the Consortium receives from Free State a written Notice to Proceed;
- 1.2.5. **"Conditions Precedent"** means the conditions precedent set out in clause 3;
- 1.1.1. **"Consortium"** means the unincorporated joint venture between P3 and Nulane;
- 1.2.6. **"Consortium Representative"** means any director of P3 or of Nulane, or any person duly authorised in writing by the management board of P3 and of Nulane to act on behalf of the Consortium under or with respect to this Agreement;
- 1.2.7. **"Construction Funding"** means sufficient funding to undertake the Construction Phase;
- 1.2.8. **"Construction Phase"** means the construction and building of the City of Tomorrow, which construction and building is intended to commence, in whole or in modular part, at a stage after the completion of the Project;
- 1.2.9. **"Event of Default"** means one or more events as defined in clause 11.1 of this Agreement;
- 1.2.10. **"Government Centre"** means the buildings, parking and ancillary grounds and structures intended to house the administrative and office functions of the Matchabeng Municipality, such Government Centre to be approximately 160,000 square metres in size;
- 1.2.11. **"Free State"** means the Provincial Government of the Free State acting through its Department of Economic Development, Tourism and Environmental Affairs;
- 1.2.12. **"Free State Representative"** means the MEC of Economic Development of Free State, or any other person duly authorised in writing to act on behalf of Free State under or with respect to this Agreement;

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1.2.13. **"Master Plan"** means the overall integrated plan for the City of tomorrow and includes, inter alia, the creation of overall infrastructure plans, public transportation facilities, sustainability and integration of services (governmental housing, medical, high-tech private developments, entertainment, public safety, parks etc), in light of local conditions and within the broader regional context including as well a site for a new government center;

1.2.14. **"Notice to Proceed"** will mean a written communication, signed by the Free State representative, directing the Consortium to cause commencement of the Project as provided in this Agreement and which is delivered to the Consortium at the address provided herein by registered mail;

1.2.15. **"Nulane"** means Nulane Investments 204 t/a Nulane Management Services (Proprietary) Limited, a company incorporated under the laws of the South Africa, with registration number 2008/020988/07;

1.2.16. **"P3"** means P3 international, LLC, a company incorporated under the laws of the State of California, United States of America, with registration number 201014610054

1.2.17. **"PFMA"** means the Public Finance Management Act 1 of 1999;

1.2.18. **"Project"** means the commissioning and preparation of:

1.2.18.1. the Master Plan; and

1.2.18.2. the Schematic Design;

1.2.19. **"Schematic Design"** means the schematic designs for the Government Centre, in such form and detail as it can be delivered to a South African design and build team for implementation and final completion of all construction documents, plans and specifications, without major modification;

1.2.20. **"Signature Date"** means the date of signature of this Agreement by the party signing last in time;

1.2.21. **"South Africa"** means the Republic of South Africa;

Please initial here


1.2.22. "Term" means the period commencing on the Commencement Date and, unless otherwise provided in this Agreement, terminating on the date 6 (six) months from such date;

1.3. any reference to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time and includes any subordinate legislation made from time to time under such enactment. Any reference to a particular section in an enactment is to that section as at the Signature Date, and as amended or re enacted from time to time and/or an equivalent measure in an enactment, provided that if as a result of such amendment or re-enactment, the specific requirements of a section referred to in this Agreement are changed, the relevant provision of this Agreement will be read also as if it had been amended as necessary, without the necessity for an actual amendment;

1.4. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect will be given to it as if it were a substantive provision in the body of this Agreement;

1.5. when any number of days is prescribed in this Agreement, same will be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day will be the next succeeding Business Day;

1.6. if figures are referred to in numerals and in words and if there is any conflict between the two, the words will prevail;

1.7. expressions defined in this Agreement will bear the same meanings in annexures to this Agreement which do not themselves contain their own conflicting definitions;

1.8. if any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, will bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;

1.9. the expiration or termination of this Agreement will not affect such of the provisions of this Agreement as expressly provide that they will operate after

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any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;

- 1.10. the rule of construction that a contract will be interpreted against the party responsible for the drafting or preparation of the contract, will not apply;
- 1.11. any reference in this Agreement to a party will include a reference to that party's assigns expressly permitted under this Agreement and, if such party is liquidated or sequestered, be applicable also to and binding upon that party's liquidator or trustee, as the case may be;
- 1.12. the words "include", "including" and "in particular" will be construed as being by way of example or emphasis only and will not be construed as, nor will they take effect as, limiting the generality of any preceding word/s;
- 1.13. any reference in this Agreement to any other agreement or document will be construed as a reference to such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented;
- 1.14. the words "other" and "otherwise" will not be construed *eiusdem generis* with any preceding words if a wider construction is possible.

**2. RECITALS**

- 2.1. Free State desires the commissioning and preparation of the Master Plan and the Schematic Design.
- 2.2. The Consortium has the necessary skills and expertise to undertake the Project.
- 2.3. The parties wish to record their agreement in writing in relation to the appointment by Free State of the Consortium to undertake and deliver the Project.

**3. CONDITIONS PRECEDENT**

- 3.1. This Agreement, save for the provisions of this clause 3, is subject to the fulfilment of the following suspensive conditions by no later than 15 July 2011 or such later date as may be agreed in writing by the parties prior to such date:

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3.1.1. Free State provides confirmation to the satisfaction of the Consortium that it has authorisation for the execution of this Agreement;

3.1.2. Free State provides confirmation to the satisfaction of the Consortium that, to the extent required, Free State has complied with any and all obligations under or arising out of the PFMA as may be required to implement this Agreement and the Project and to be bound by the provisions of this Agreement;

3.2. The parties will use their reasonable endeavours to procure the fulfilment of the Conditions Precedent.

3.3. Neither party will be liable to the other party for any failure of the fulfilment of the Conditions Precedent.

**4. THE CONSORTIUM**

It is recorded that the Consortium is a limited purpose unincorporated joint venture comprising the following members:

4.1. P3; and

4.2. Nulane.

**5. APPOINTMENT AND WORK SCHEDULE**

5.1. Free State hereby appoints the Consortium to undertake the Project in accordance with the terms and conditions of this Agreement, and the Consortium accepts such appointment.

5.2. The Consortium is appointed for a period of 6 (six) months to undertake the Project and will provide the Free State with a planned work schedule for the Project for the 6 (six) month period. This work schedule will further be broken down into monthly deliverables to be presented by the Consortium to the Free State.

5.3. The Project has a defined scope of deliverables. Subject to clause 6.4, however, the Free State and the Consortium may agree changes to the scope of the Project.

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5.4. Free State and the Consortium will cooperate at all times in bringing about the timely completion of the Project.

6. PROJECT COST

6.1. In consideration for the Consortium undertaking and delivering the Project, Free State will pay to the Consortium a fixed amount of R140,000,000 (one hundred and forty million rand) ("Project Cost"). This Project Cost corresponds to the defined scope of deliverable for the Project.

6.2. The Project Cost will be paid by Free State to the Consortium, without deduction or set off, as follows:

6.2.1. 5 (five) equal monthly instalments payable by the Free State in advance every month, commencing with the first payment within 7 (seven) days after conclusion of this agreement, and within 7 (seven) days upon delivery of each monthly milestone succeeding the month in which the Commencement Date occurs; (**Annexure A**)

6.2.2. the sixth and final payment ("**Final Payment**") will be paid in arrears 60 (sixty) days after the Consortium has presented its final deliverable to Free State and both parties have signed off on the Project as presented and delivered by the Consortium;

6.3. Each instalment of the Project Cost will be paid by Free State by way of electronic funds transfer into such South African bank account as the Consortium may notify in writing to Free State, from time to time.

6.4. In the event that the Free State requires changes to the scope of the Project, after payment of the Final Payment then such changes will be costed by the Consortium and presented to the Free State for approval and, thereafter, if so approved charged to the Free State as an additional Project Cost on the same payment terms as referred to in clause 6.2 above.

6.5. The Consortium will be solely responsible for engaging, managing and remunerating all third party service providers as may be required by it to undertake and deliver the Project, including:

6.5.1. architects;

6.5.2. planners;

Please initial here


*D.M. Jay*

- 6.5.3. landscape architects;
- 6.5.4. surveyors;
- 6.5.5. civil and structural engineers;
- 6.5.6. traffic and transportation consultants;
- 6.5.7. sustainability consultants; and
- 6.5.8. geotechnical and environmental engineers.

**7. PROJECT TERM**

- 7.1. Subject to compliance by Free State with its obligations under this Agreement and to clause 6.2, the Consortium will undertake and deliver the Project within the Term.
- 7.2. The Consortium, in consultation with the Free State, and for just cause may be entitled to extend the Term for successive periods of 1 (one) month each, subject to notice in writing to Free State, and at no additional cost to Free State.

**8. WARRANTIES AND REPRESENTATIONS**

8.1. As from the Signature Date, as the context indicates, the Free State represents and warrants to the Consortium to the best of Free State's knowledge, as follows:

8.1.1. The Free State has the full power and authority to enter into, to execute and to deliver this Agreement, and to perform all of its duties and obligations hereunder, and has duly authorised the execution of this Agreement. The representatives of Free State executing this Agreement are fully authorised to execute the same.

8.1.2. Neither the execution and delivery of this Agreement nor the fulfilment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach or default (with due notice or the passage of time, or both) of any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or a breach of any of the terms,

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conditions or provisions of any restriction or any agreement or instrument to which Free State is now a party or by which Free State is bound, or constitutes a default under any of the foregoing.

8.1.3. Other than the terms of clauses 8.1.2 and 8.1.3 no further consent, permission, authorisation, order or license, or filing or registration with any governmental authority is necessary in connection with the execution and delivery of the Project by the Consortium..

8.2. The Consortium represents and warrants to Free State as follows:

8.2.1. The Consortium is a unincorporated joint venture comprising and has the full capabilities, know-how and capacity to deliver on the Project and has the necessary powers to enter into and execute this Agreement.

8.2.2. Neither the execution and delivery of this Agreement, nor the fulfilment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Consortium is now a party or by which the Consortium is bound, or constitutes a default under any of the foregoing.

8.2.3. There is no pending or, to the knowledge of the Consortium, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Consortium to perform its obligations under this Agreement.

9. **DISCLAIMER OF WARRANTIES**

Free State acknowledges the Consortium makes no other warranties except as specifically set forth in this Agreement.

10. **ASSIGNMENT**

10.1. This Agreement may not be assigned by Free State.

Please initial here


*Handwritten initials: D.M.*

10.2. The Consortium may assign its right, title and interest in this Agreement, in whole or in part to one or more assignees with the prior written consent of Free State, such consent not to be unreasonably withheld or delayed.

11. **EVENTS OF DEFAULT AND REMEDIES**

11.1. The following will be "**Events of Default**" under this Agreement and the terms "**Event of Default**" and "**Default**" will mean, whenever they are used in this Agreement, any one or more of the following events:

11.1.1. failure by Free State to comply with any of its obligations in this Agreement, for a period of 30 (thirty) days after written notice specifying such failure and requesting that it be remedied has been given to Free State by the Consortium, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Consortium will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Free State within the applicable period and diligently pursued until the default is corrected;

11.1.2. failure by the Consortium to comply with any of its obligations in this Agreement for a period of 30 (thirty) days after written notice specifying such failure and requesting that it be remedied has been given to the Consortium by Free State, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Free State will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Consortium within the applicable period and diligently pursued until the default is corrected;

11.1.3. prior to completion of Project, either of P3 or Nulane should be found insolvent, or commence or have commenced against it proceedings for liquidation or, if it should make a general assignment for the benefit of its creditors, or if a liquidator should be appointed on account of its insolvency.

11.2. In case of an event of Default by a party ("**Defaulting Party**") under paragraph 11.1 without the same having been timely remedied, the other party may terminate this Agreement in writing and (except as otherwise set forth herein) will have no further obligation to the Defaulting Party under this Agreement and

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*Handwritten initials: D.M. D.M.*

will be entitled to exercise any remedy available to it in law, including, without limitation, an action for specific performance and/or an action for damages.

11.3. In no event will either party be entitled to indirect, special or consequential damages.

## 12. NOTICES AND DOMICILIA

12.1. The parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

### 12.1.1. Free State

12.1.1.1. Physical: 34 Markgraaf Street,  
Bloemfontein, 9300

12.1.1.2. Telefax: 051 400 4709

12.1.1.3. Email: nonom@dteea.fs.gov.za

### 12.1.2. The Consortium

12.1.2.1. Physical: 1<sup>st</sup> Floor East Wing, 11 Alice Lane,  
Sandton, 2196

12.1.2.2. Telefax: 0866 727 806

12.1.2.3. Email: iqbal.sharma@issar.co.za

12.2. Any notice or communication required or permitted to be given in terms of this Agreement will be valid and effective only if in writing but it will be competent to give notice by fax or e-mail.

12.3. Any party may, by notice to the other parties, change the physical address chosen as its *domicilium citandi et executandi* to another physical address in the Republic of South Africa, or its fax number, provided that the change will become effective on the 5<sup>th</sup> (fifth) Business Day from the deemed receipt of the notice by the other party.

12.4. Any notice to a party:

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*D.M*

12.4.1. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* will be deemed to have been received on the day of delivery; or

12.4.2. sent by fax to its chosen fax number stipulated in clause 12.1, will be deemed to have been received on the date of despatch (unless the contrary is proved).

12.5. Notwithstanding anything to the contrary contained herein, a written notice or communication actually received by a party will be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

13. **SEVERABILITY**

Each phrase, sentence, paragraph and clause in this Agreement is severable the one from the other, notwithstanding the manner in which they may be linked together or grouped grammatically and if in terms of any judgment or order any phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining phrases, sentences, paragraphs and clauses, as the case may be, will nevertheless be and continue to be of full force and effect, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Agreement.

14. **EXECUTION IN COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

15. **APPLICABLE LAW**

15.1. This Agreement and all matters or disputes incidental thereto or arising herefrom will, in all respects, be governed by and construed in accordance with the law of the Republic of South Africa, including all matters of construction, validity and performance.

15.2. Subject to clause 16, the parties hereby consent to the non-exclusive jurisdiction of the Free State High Court, Bloemfontein.

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16. **ARBITRATION**

16.1. Save in respect of those provisions of this Agreement which provide for their own remedies which would be incompatible with arbitration, a dispute which arises in regard to:

16.1.1. the interpretation of; or

16.1.2. the carrying into effect of; or

16.1.3. any of the parties' rights and obligations arising from; or

16.1.4. the termination or purported termination of or arising from the termination of; or

16.1.5. the rectification or proposed rectification of

this Agreement, or out of or pursuant to this Agreement, (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction), will be submitted to and decided by arbitration.

16.2. That arbitration will be held:

16.2.1. with only the parties and their representatives present thereat;

16.2.2. at Sandton.

16.3. It is the intention that the arbitration will, where possible, be held and concluded within 21 (twenty one) working days after it has been demanded. The parties will use their best endeavours to procure the expeditious completion of the arbitration.

16.4. Save as is expressly provided for in this Agreement to the contrary, the arbitration will be subject to the arbitration legislation for the time being in force in the Republic of South Africa.

16.5. The arbitrator will be an impartial admitted attorney or advocate whether practising or non-practising of not less than 15 (fifteen) years standing, appointed by the parties or, failing Agreement by the parties within 7 (seven) days after the arbitration has been demanded, at the request of either of the parties will be nominated by the President for the time being of the Law Society of the Northern Provinces (or its successor body in Gauteng), whereupon the parties will forthwith appoint such person as the Arbitrator. If that person fails

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or refuses to make the nomination, either party may approach the High Court of South Africa to make such an appointment. To the extent necessary, the court is expressly empowered to do so.

16.6. The parties will keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential.

16.7. The arbitrator will be obliged to give his award in writing, fully supported by reasons.

16.8. The provisions of this clause are severable from the rest of this Agreement and will remain in effect even if this Agreement is terminated for any reason.

16.9. The arbitrator's award will be final and binding on the parties to the dispute. There will be a right of appeal against any award of the arbitrator provided that:

16.9.1. the appeal is noted within 7 (seven) days of the arbitrator's award; and

16.9.2. the appellant delivers the record to the respondent within 5 (five) days of the record becoming available to the appellant. The relevant provisions of this arbitration clause will apply *mutatis mutandis* in regard to the appeal.

The appeal will be heard before a panel of 3 (three) arbitrators.

16.10. The costs of any venue, arbitrator's remuneration, recording, transcription and other costs and expenses ancillary to the hearing will be borne by the parties in equal shares and will be recoverable, as costs in the cause under the provisions of any award. The parties, together with the arbitrator will agree from time to time on the arbitrator's remuneration, which will be paid by the parties in equal shares, upon receipt of invoices therefor.

17. **CONSORTIUM REPRESENTATIVES AND FREE STATE REPRESENTATIVES**

Whenever under the provisions of this Agreement the approval of the Consortium or Free State is required, or the Consortium or Free State is required to take some action at the request of the other, such approval or such request will be given for the Consortium by the Consortium's Representative and for Free State by Free State's Representative, and any party hereto will be authorised to rely upon any such approval or request.

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18. **FORCE MAJEURE**

18.1. If *vis major* or *force majeure* or *casus fortuitus* ("Interrupting Circumstances") cause delays in or failure or partial failure of performance by a party of all or any of its obligations hereunder, this Agreement, or as the case may be, the affected portion thereof will be suspended for the period during which the Interrupting Circumstances prevail, but if they affect any material part of the Agreement for a maximum period of 30 (thirty) days, any affected party will be entitled on 5 (five) days' written notice to cancel this Agreement.

18.2. Written notice of the Interrupting Circumstances specifying the nature and date of commencement thereof will be despatched by the party seeking to rely thereon (on whom the onus will rest) to the other/s as soon as reasonably possible after the commencement thereof. Written notice of the cessation of the Interrupting Circumstances will be given by the party who relied thereon within 1 (one) day after such cessation. No party will subsequently be obliged to comply with the obligations suspended during such period. The party whose performance is interrupted by the Interrupting Circumstances will be entitled, provided that such party will give notice to that effect with the written notice of the Interrupting Circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.

18.3. For the purposes hereof *vis major* and *force majeure* include acts or omissions of any government, government agency, government authority or similar authority, (other than the Free State) any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, legal and illegal strikes, interruption of transport lockouts, combination of workmen, prohibition of exports, rationing of supplies, flood, storm, fire or (without limitation *eiusdem generis*) any other circumstances beyond the reasonable control of the party claiming *force majeure* or *vis major* and comprehended in the terms *force majeure* or *vis major*.

19. **WHOLE AGREEMENT, NO AMENDMENT**

19.1. This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof.

19.2. No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any

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disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement will be binding unless recorded in a written document signed by the parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made will be strictly construed as relating strictly to the matter in respect whereof it was made or given.

19.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, will operate as an estoppel against any party in respect of its rights under this Agreement, nor will it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.

19.4. To the extent permissible by law no party will be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorised officers.

**For: THE PROVINCIAL GOVERNMENT OF THE FREE STATE ACTING THROUGH ITS DEPARTMENT OF ECONOMIC DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS**

Signature: \_\_\_\_\_  
who warrants that he / she is duly authorised thereto

HEAD OF DEPARTMENT  
PROVINCIAL GOVERNMENT OF THE  
FREE STATE, DEPARTMENT OF  
ECONOMIC DEVELOPMENT,  
TOURISM AND ENVIRONMENTAL  
AFFAIRS

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Please initial here


**For: THE PROVINCIAL GOVERNMENT OF THE FREE STATE**

Signature: \_\_\_\_\_  
who warrants that he / she is duly authorised thereto

MEMBER OF EXECUTIVE COUNCIL  
(MEC) FOR ECONOMIC  
DEVELOPMENT, TOURISM AND  
ENVIRONMENTAL AFFAIRS,  
PROVINCIAL GOVERNMENT OF THE  
FREE STATE

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**For: THE CONSORTIUM (represented by P3 INTERNATIONAL, LLC)**

Signature: \_\_\_\_\_  
who warrants that he / she is duly authorised thereto

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**For: THE CONSORTIUM (represented by NULANE MANAGEMENT SERVICES (PROPRIETARY) LIMITED**

Signature: \_\_\_\_\_  
who warrants that he / she is duly authorised thereto

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

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**Annexure A**

**Day Work Stream 1 Scope and Deliverables**

**Work Stream 2 Scope and Deliverables**

- 0 Visioning Workshop in South Africa**  
Regional Analysis  
Site Selection  
Opportunities and Constraints  
Finalize Development Program  
Conceptual Master Plan Alternatives
  
- 30 Workshop 2 - Preferred Concept / Site Selection**  
Preferred Master Plan  
Preferred Land Use Plan  
Open Space and Landscape Plan Concept  
Circulation and Transportation Plan  
Preliminary Character Images  
Preliminary Market Study Analysis  
Preliminary Transportation Strategies and Alternatives  
Preferred Conceptual Plan
  
- 60 Workshop 3 - Conceptual Plan Presentation**  
Preferred Conceptual Plan  
Statistical Land Use Summary  
Preliminary Land Use Diagram  
Preliminary Open Space and Amenities Diagram  
Preliminary Circulation Diagram  
Draft Concept Master Plan Report  
Draft Concept Master Plan Presentation  
Final Concept Master Plan
  
- 90 Concept Master Plan Presentation**  
Final Concept Master Plan Report Production  
Site Analysis  
Road Hierarchy and Accessibility  
Street Sections  
Land Use Plan and Statistical Summary  
Illustrative Plan  
Concept Landscape Design  
Phasing Diagram  
Preliminary Infrastructure Utilities  
Preliminary Security Diagram  
Preliminary Branding Concepts and Strategy  
Electronic Massing Model  
Artist Renderings  
Conceptual Development Design Standards  
Character Images  
Phase 1 Strategic Land Use Plan  
Phase 1 Alternative Plans  
Develop Site Character Images
  
- 120 Workshop 4 - Preferred Site Plan and Presentation**  
Draft Circulation and Transportation System  
Draft Site Design of Government Center  
Draft Site Design of Community Facilities and Amenities  
Draft Site Design of Plaza/Parks/Public Realm  
Draft Site Design of Streetscapes/Sections
  
- 150 Draft Phase 1 Site Plan Report and Guidelines**  
Circulation and Transportation System  
Site Design of Government Center  
Site Design of Community Facilities and Amenities  
Site Design of Plaza/Parks/Public Realm  
Site Design of Streetscapes/Sections
  
- 180 Final Phase 1 Site Plan Report and Guidelines**

- Workshop 1**  
Site Visit  
Programming Workshop  
Development of Finalized Program Brief  
Preliminary Design Alternatives
  
- Workshop 2 - On Site Project Envisioning**  
Development of Refined Concept Alternatives  
Development of Preferred Alternatives  
Development Design Documentation & Report
  
- Workshop 3 - Concept Design Presentation**  
Begin Schematic Design Work  
  
Site Plans  
Floor Plans  
Building Elevations  
Building Sections  
Enlarged Floor Plans  
  
Reflected Ceiling Plans  
Exterior Detailing  
Interior Detailing  
Door and Window Schedules  
Mechanical Piping Plans  
Mechanical HVAC Plans  
Mechanical Equipment Schedules  
Electrical Power Plans  
Electrical Lighting Plans  
Telecommunication Plans  
Electrical Riser Diagrams  
Fire Alarm Rise Diagrams  
Structural Foundation Plans  
Structural Framing Plans  
Structural Details  
Structural Wall Sections  
Stair and Elevator Details
  
- Workshop 4 - Schematic Design Progress**  
Grading and Topographic Plans  
Utility Plans  
Storm Water Plans  
Civil Engineering Details  
Landscape Planting Plans  
  
Irrigation Plans  
Planting Schedules  
  
Schematic Level Performance Specifications
  
- Workshop 5. Handoff Meeting of 100% SD**

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"DM6"

From: Mxolisi Dukwana <m.dukwana@gmail.com>  
 Subject: Fwd: FW: Free State letter  
 Date: 23 January 2019 at 11:06:09 SAST  
 To: "smanga@lawsethene.com" <smanga@lawsethene.com>

----- Forwarded message -----

From: Mxolisi Dukwana <m.dukwana@gmail.com>  
 Date: Thu, 10 Mar 2011 at 10:35  
 Subject: Fwd: FW: Free State letter  
 To: <butilicious113@yahoo.com>

----- Forwarded message -----

From: Mxolisi Dukwana <m.dukwana@gmail.com>  
 Date: Thu, Mar 10, 2011 at 10:28 AM  
 Subject: Fwd: FW: Free State letter  
 To: nonom@dteea.fs.gov.za, makwanyanem@dteea.fs.gov.za

----- Forwarded message -----

From: Mxolisi Dukwana <m.dukwana@gmail.com>  
 Date: Thu, Mar 10, 2011 at 10:19 AM  
 Subject: Fwd: FW: Free State letter  
 To: makwanyanem@dteea.fs.gov.za

----- Forwarded message -----

From: Tshepiso Magashule <gmagashule@hotmail.com>  
 Date: Fri, Feb 25, 2011 at 12:47 PM  
 Subject: FW: Free State letter  
 To: m.dukwana@gmail.com

From: iqbalsharma3@gmail.com

DM  
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"DM7"

To: gmagashule@hotmail.com  
Subject: Free State letter  
Date: Thu, 24 Feb 2011 13:12:17 +0200

Hi,

Please can you forward attached letter to MEC Economic Development in the Province.  
The letter should be sent to Mr. John Thomas and cc to me on  
iqbalsharma3@gmail.com

Thanks

Iqbal

Sent from my iPad



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February 21, 2011

Mr. John Thomas  
P3 Africa (PTY) Ltd.  
2725 Riverside Blvd.  
Sacramento, CA 95819

**Re: The City for Tomorrow ("Innova")**

Dear Mr. Thomas,

Thank you for meeting with us to discuss our vision for the City for Tomorrow project. The purpose of this correspondence is to confirm our discussion and general agreements and to chart a path moving forward.

As you know, we shall endeavor to design and construct a new, high tech city complete with all of the public and private improvements one would expect from a modern, cutting-edge city. This would include schools, parks, hospitals, universities, theatres, libraries, hotels, convention facilities, recreational facilities, and all necessary streets and infrastructure. The public portions of the project will be funded by the Provincial Government of the Free State, South Africa, while the private improvements will be funded through private investment. As we had discussed, crucial to the development of this project will be a suitable Master Plan that gives form and substance to our vision.

P3 Africa has agreed to prepare the Master Plan for the project at its expense. The Master Plan will be completed and delivered to the government of Free State within twelve weeks. P3 will also attach a complete end to end proposal to develop and manage the entire project together with a funding solution. If the master plan is properly delivered and found to be acceptable, we would then engage with P3 to discuss a possible engagement on the implementation of the project.

Thank you for visiting our Province and for your participation in this exciting project.

Kind Regards,

MEC Economic Development, Free State



"DM9"

Mr. Iqbal Sharma and Mr. John Thomas  
Nulane Management Services and P3  
1<sup>st</sup> Floor East Wing  
11 Alice Lane  
Sandton, 2196  
South Africa

Re: The City for Tomorrow - Master Plan and Schematic Design

Dear Mr. Sharma and Thomas:

Based on our prior interactions and your proposals, I am pleased to give Nulane Management Services and P3 a conditional approval to take all necessary and customary steps to prepare a Master Plan for the City of Tomorrow Project, a new city to be designed in the Province of Free State, as well as prepare a Schematic Design for the new Government Center to be located in the Project.

The Master Plan will involve the creation of overall plans for the Project's infrastructure, public transportation facilities, sustainability and integration of services (governmental, housing, medical, high-tech private development, entertainment, public safety, parks, etc.), in light of local conditions and within a broader regional context. The design of the Master Plan will also incorporate a site for a new Government Center.

The Government Center is envisioned to be approximately 160,000 square meters in size. As part of this engagement, Nulane Management Services and P3 should also prepare the Schematic Design for the new Government Center. The Schematic Design is intended to be completed to the stage where it can be delivered to a local design/build team for implementation and final completion of all construction documents, plans and specifications.

As part of its work on the Master Plan, Nulane Management Services and P3 will be responsible for engaging and managing all necessary professional architects, planners, landscape architects, surveyors, civil and structural engineers, traffic and transportation consultants, sustainability consultants, geotechnical and environmental engineers. Those professionals should be provided within the scope of the work being performed by Nulane Management Services and P3 on the Master Plan and the Schematic Design for the new Government Center. Nulane Management Services and P3 will be solely responsible for compensating all firms it hires to work on this matter.



It has been estimated that completion of the Project's Master Plan and the Schematic Design for the new Government Center will take approximately six (6) months from the date Nulane Management Services and P3 are authorized to begin work. Nulane Management Services and P3 Africa will be compensated for the preparation of the Master Plan and the Government Center's Schematic Design in the amount of One Hundred and Forty Million Rand (ZAR 140,000,000). The Government of the Free State Province will make payments in 6 equal installments to Nulane Management Services and P3 as the work on the Master Plan and Schematic Design progresses.

We look forward to working with Nulane Management Services and P3 on this Project, subject to your guarantee on provision of funding for the implementation of the project and approval from the Provincial Executive Committee. In this context, I would like to invite you to present your proposal to the EXCO on June 22, 2011 in Bloemfontein.

Kind Regards,

M. Dukwana  
Office of MEC  
Economic Development,  
Tourism and Environmental Affairs  
Province of Free State



*SM D.M.*

"DM10"

From: Mxolisi Dukwana <m.dukwana@gmail.com>  
Subject: Fwd: City of Tomorrow  
Date: 23 January 2019 at 10:55:12 SAST  
To: "smanga@lawsethene.com" <smanga@lawsethene.com>

----- Forwarded message -----

From: Iqbal Sharma <iqbalsharma3@gmail.com>  
Date: Thu, 13 Oct 2011 at 11:19  
Subject: City of Tomorrow  
To: <m.dukwana@gmail.com>  
Cc: <salim.essa@issar.co.za>

Dear MEC,

We request your assistance in coordinating a Two Day workshop session with the relevant Heads of Departments and other stakeholders in order to update and finalize the specifications for the City of Tomorrow Master Plan process.

We will be bringing a complete team of experts and plan to start at 9am on the 1st day and complete by 4 pm on the next day. We will provide accommodation and meals and a complete agenda and workshop programme will be provided closer to the time.

We would like to host the event at a conference and hotel facility in the Welkom area in the week on November 14th (preferably from Nov 15th). If you could please provide the two days that suits your colleagues and yourself the best we will then finalize the bookings.

Best Regards

Iqbal

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"DM" #

From: Mxolisi Dukwana <m.dukwana@gmail.com>  
 Subject: Fwd: Notice to Proceed with attachment  
 Date: 23 January 2019 at 11:03:04 SAST  
 To: "smanga@lawsethene.com" <smanga@lawsethene.com>

----- Forwarded message -----

From: Mxolisi Dukwana <m.dukwana@gmail.com>  
 Date: Tue, 06 Jun 2017 at 01:38  
 Subject: Fwd: Notice to Proceed with attachment  
 To: Mxolisi Dukwana <m.dukwana@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: Mxolisi Dukwana <m.dukwana@gmail.com>  
 Date: 31 October 2011 at 10:28:12 AM SAST  
 To: nonom@detea.fs.gov.za  
 Subject: Fwd: Notice to Proceed with attachment

----- Forwarded message -----

From: Iqbal Sharma <iqbalsharma3@gmail.com>  
 Date: Sat, Oct 29, 2011 at 1:54 PM  
 Subject: Notice to Proceed with attachment  
 To: [m.dukwana@gmail.com](mailto:m.dukwana@gmail.com)

Dear MEC,

Please find attached a draft letter which is the Notice to Proceed in terms of the Master Plan Agreement. We would appreciate it if you could send us this letter from your office on November 1. This letter could be emailed to us.

I would also like to take this opportunity to request the completed questionnaire and list of participants for the workshop of November 15 and 16 so we can finalise preparations. There is a lot of excitement and enthusiasm within our team and we look forward to working with you on the City for Tomorrow project.

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Kind Regards,

Iqbal

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*D.M.*

"DM12"

Mr. Iqbal Sharma and Mr. John Thomas  
Nulane Management Services and P3  
1st Floor East Wing 11 Alice Lane  
Sandton, 2196  
South Africa

**RE: THE CITY FOR TOMORROW - MASTER PLAN AND SCHEMATIC DESIGN**

Dear Mr. Sharma and Mr. Thomas,

Based on our Master Plan Agreement, I am pleased to give Nulane Management Services and P3 the Notice to Proceed with the development of the Master Plan for the City of Tomorrow Project, a new city to be designed in the Province of Free State, as well as prepare a Schematic Design for the new Government Center to be located in the Project.

The Master Plan will involve the creation of overall plans for the Project's infrastructure, public transportation facilities, sustainability and integration of services (governmental, housing, medical, high-tech private development, entertainment, public safety, parks, etc.), in light of local conditions and within a broader regional context. The design of the Master Plan will also incorporate a site for a new Government Center.

We look forward to the planning workshop scheduled for November 15 and 16, 2011 and would like to wish you well on this groundbreaking and exciting project.

Kind Regards,

---

M. Dukwana  
Office of MEC Economic Development,  
Tourism and Environmental Affairs Province of Free State



A handwritten signature in black ink, appearing to read 'D. W. S.', is located in the bottom right corner of the page.

Sent from my iPhone

Begin forwarded message:

From: Mxolisi Dukwana <m.dukwana@gmail.com>  
Date: 31 October 2011 at 10:28:12 AM SAST  
To: nonom@detea.fs.gov.za  
Subject: Fwd: Notice to Proceed with attachment

"DMB"

----- Forwarded message -----

From: Iqbal Sharma <iqbalsharma3@gmail.com>  
Date: Sat, Oct 29, 2011 at 1:54 PM  
Subject: Notice to Proceed with attachment  
To: [m.dukwana@gmail.com](mailto:m.dukwana@gmail.com)

Dear MEC,

Please find attached a draft letter which is the Notice to Proceed in terms of the Master Plan Agreement. We would appreciate it if you could send us this letter from your office on November 1. This letter could be emailed to us.

I would also like to take this opportunity to request the completed questionnaire and list of participants for the workshop of November 15 and 16 so we can finalise preparations. There is a lot of excitement and enthusiasm within our team and we look forward to working with you on the City for Tomorrow project.

Kind Regards,

Iqbal

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DM  
DM

"DM14"

From: Mxolisi Dukwana <m.dukwana@gmail.com>  
Subject: Fwd: City of Tomorrow Project  
Date: 23 January 2019 at 10:53:03 SAST  
To: "smanga@lawsethene.com" <smanga@lawsethene.com>

----- Forwarded message -----

From: Iqbal Meer Sharma <iqbal.meer@hotmail.com>  
Date: Mon, 02 Jan 2012 at 09:48  
Subject: City of Tomorrow Project  
To: <osman@detea.fs.gov.za>, <nonom@detea.fs.gov.za>  
Cc: <m.dukwana@gmail.com>

Dear Sir,

I am writing to you in the context of your lack of response to my mail of December 13, 2011. In terms of the Agreement executed by MEC Dukwana on October 5, 2011, you were duly notified to rectify your breach within 30 days (January 13, 2012). Your failure to respond or to rectify your breach by January 13, 2012 is going to force us to go ahead with legal proceedings against the MEC and your Department.

I did, however, on December 15, 2011 receive a telephone call from the DG in the Office of the Premier indicating that a communication would be forthcoming from your office but such has not been received. In the context of her spirit of engagement, I would like to invite you to meet with me between January 9-12 at my offices in Sandton or I would be willing to meet with you in the Free State, to try to find a resolution to your Department's breach.

In my previous e-mail, I had urged you to treat this matter with the seriousness that it deserves but you chose to ignore me. This communication will be my last effort to reach out to you and your failure to respond will result in me pursuing legal proceedings against the MEC and your Department with the assistance of the Public Protector on charges of breach of contract and fraud.

I remain hopeful that we will be able to resolve the matter at hand, however, your response will determine my stance going forward.

Sincerely,

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is strictly prohibited. Should a virus infection occur as a result of this communication the sender will not be liable. If you have received this communication in error, please notify the sender and destroy this message.



*D.M.*