

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NOTARY
DHANBAD

NON JUDICIAL

Receipt Number : 490a11cb184ae7237d44

Receipt Date : 27-Jan-2023 06:52:39 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dhanbad

Stamp Duty Paid By : STAR INFRABUILD

Purpose of stamp duty paid : AGREEMENT FOR DEVELOPMENT

First Party Name : JAI PRAKASH CHOURASIA

Second Party Name : STAR INFRABUILD

GRN Number : 2315463337

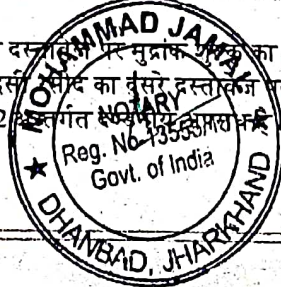
S. No. 03 Date 02 FEB 2023

-: This stamp paper can be verified in the jharnibandhan site through receipt number :-

<i>Jai Prakash Chourasia</i>	For STAR INFRABUILD <i>Egdaal Singh</i> 27/01/2023 Partner-	
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This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज़ पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इस रसीद का दूसरे दस्तावेज़ पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 के अंतर्गत दंडनीय है।



Dr. Prakash Chourasia

AGREEMENT FOR DEVELOPMENT

This AGREEMENT FOR DEVELOPMENT made and entered into at Dhanbad on this FRIDAY, the 27th Day of JANUARY, 2023 (Two Thousand and Twenty-Three)

BETWEEN

SRI JAI PRAKASH CHOURASIA, S/O Late Shambhu Nath Chourasia, by faith-Hindu, by caste- Badai, by occupation Business, resident of Housing Colony, Hirapur, P.O.& P.S. Dhanbad, Dist- Dhanbad, Jharkhand – 826001 hereinafter called and referred to as "LAND OWNER"/FIRST PARTY [which term or expression shall unless excluded by or repugnant to the subject or context, be deemed to include all his respective successors, heirs, executors legal representatives administrators and assign(s)] of the **FIRST PART**;

AND

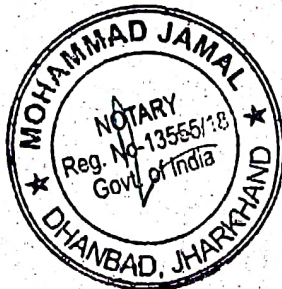
STAR INFRABUILD, a partnership firm having its administrative office at Shakti Vihar Colony, Kolakusma Road, Saraidhela, Dhanbad (Jharkhand)-828127 represented by its partner, Sri Eqbal Singh, S/O Late Mahendra Singh, resident of Shila Niwas, Sandhu Colony, Kabristan Road, Jora Phatak, Dhanbad hereinafter called and referred to as the "BUILDER/ DEVELOPER/ SECOND PARTY" (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successors in title, representatives and assigns) of the **OTHER PART**:

For STAR INFRABUILD

Eqbal Singh
27/01/2023 Partner

WHEREAS the aforesaid landowner is the owner of the land measuring 27.22 decimals (Twenty- Seven Point Two-Two Decimals) situated at Mouza BHELATAND, Mouza No. 89 (Eighty- Nine), P.S. Govindpur, chowki sadar registry office Dhanbad, sub registry office Govindpur, District Dhanbad purchased through various deeds (morefully described in Schedule A below): -

1. (i) **DEED NO. 1329 DATED 27.03.2001**: Out of the aforesaid total area, land measuring 6.25 decimals having Old Khata No. 26, Old Plot No. 1010, purchased from i) Sri Bishwanath Saw, S/o Late Lakhan Saw; (ii)



for Pooresh chowaria

For STAR INFRABUILD
Egdel Singh,
Partner
27/01/2023

Smt. Kashollya Devi, W/o Late Prabhu Lal Saw; (iii) Sri Dilip Saw, S/o Late Prabhu Lal Saw.

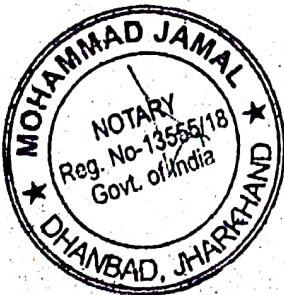
- (ii) **DEED NO. 1361 DATED 29.03.2001**: Out of the aforesaid total area, land measuring 3.50 decimals having Old Khata No. 26, Old Plot No. 1010 purchased from Sri Lachhu Mahato, S/O Late Jharu Mahato and Smt. Rubiya Devi, W/o Late Prayag Mahato.

And after purchase, the landowner jointly mutated the aforesaid lands 1(i) & 1(ii) above measuring 9.75 decimal in his name vide mutation no. 865 (IV) 2002-2003 and paid rent under Thoka no. 1330 and since then is in the peaceful possession thereof by exercising diverse acts of possession.

2. **DEED NO. 1360 DATED 29.03.2001**: Out of the aforesaid total area, land measuring 1 Katha 10 Chhataks or to say 2.68 Decimal having Old Khata No. 25, Old Plot No. 1006 & 1009 purchased from Sri Dhananjay Mahato, S/O Late Harkhu Mahato and got mutated in his name vide mutation no. 864 (IV) 2002-2003 and paid rent under Thoka no. 1331 and since then is in the peaceful possession thereof by exercising diverse acts of possession.

3. (i) **DEED NO. 5517 DATED 29.07.2003**: Out of the aforesaid total area, land measuring 7 Katha 12 Chhataks or to say 12.79 decimal having Old Khata No. 19, Old Plot No. 1011 purchased from (i) Sri Durga Mahato (ii) Sri Ratan Mahato, (i) & (ii) S/O Late Paltu Mahato; (iii) Sri Nemu Mahato (iv) Sri Tulsi Mahato, (iii) & (iv) S/O Late Thakur Mahato; (v) Smt. Binia Mahatain D/O Late Sujan Mahato.

- (ii) **DEED NO. 156 DATED 09.01.2004**: Out of the aforesaid total area, land measuring 2 decimal having Old Khata No. 19, Old Plot No. 1011 purchased from (i) Sri Dugru Mahato (ii) Sri Hari Charan Mahato (iii) Sri Ramlal Mahato, all S/o Late Bishtu Mahato.



for foranah chowraha.

And after purchase, the landowner jointly mutated the aforesaid lands 3(i) & 3(ii) above measuring 14.79 decimal in his name vide mutation no. 950 (IV) 2006-2007 and paid rent under Thoka no. 1938 and since then, is in the peaceful possession thereof by exercising diverse acts of possession.

AND WHEREAS, the aforesaid landowner consider that the aforesaid land measuring property 27.22 decimal has outlined its utility and if developed as a multistoried commercial building with modern up to date amenities, it will be more useful, profitable, and beneficial and when developed, generate funds so as to arrangement of his income;

AND WHEREAS, further on survey for utilizing the said property into a multistoried commercial building, it would require funds along with the expertise and skill of the field.

Therefore, the aforesaid landowner keeping in view the above- mentioned facts approached the aforesaid developer who in turn possess the requisite funds and expertise required in construction of commercial building etc. and, therefore, is a proven party, to develop the said property measuring 27.22 decimal of land.

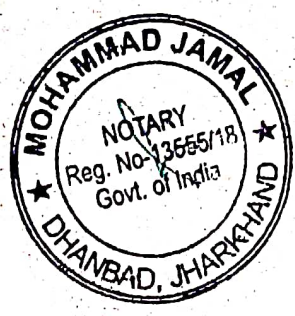
The Developer, in terms of this agreement has agreed to take up the development of the said property by constructing and putting a multistoried commercial building and accordingly the landowner hereto has agreed and entered into an agreement comprising the following terms and conditions.

NOW THIS AGREEMENT OF DEVELOPMENT WITNESSES AS UNDER:

1. That it has been agreed by and between both the parties that the proposed commercial building to be developed by the Builder be hereinafter called and referred as "HIRAK GALAXY"

For STAR INFRABUILD

Egdel Singh.
27/01/2025 Partner



Dr. Anurag Choudhary

2. That it has been agreed by and between both the parties that the entire commercial building constructed upon the aforesaid land will be shared by both the parties in the following ratio: -

Share of	Total Constructed Area (In %)
Land Owner	50%
Developers	50%
Total	100%

3. That it has been agreed by and between both the parties that the Developer shall pay a sum of Rs. 30,00,000/- (Rupees Thirty Lakhs only) to the Land Owner by way of interest free refundable security deposit for the faithful performance of this agreement, out of which builder has paid a sum of Rs. 20,00,000/- (Rupees Twenty Lakhs only) to the Land Owner, the details of which are as under: -

Cheque No./RTGS/NEFT	Amount (Rs.)
Cheque no. 000087 dt. 27/01/2023 of Punjab & Sind Bank, Kusum Vihar Branch, Dhanbad	Rs. 20,00,000/-
Total	Rs. 20,00,000/-

However, it is specifically agreed by and between both the parties that balance amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) shall be paid by the builder to the Land Owner at the time of assigning the power of attorney in the favour of the Builder before starting the construction work.

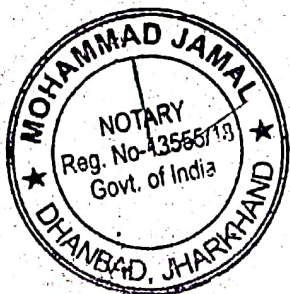
4. That the security amount so deposited by the Developer with the Land Owner shall be refunded by the Land Owner to the Developer at the time of handover of the Project to the Land Owner.
5. That it has also been agreed upon between both the parties that both parties shall be entitled to get the ownership rights of all the open spaces, lobbies, staircase, main gate setbacks roof etc. as per Clause No. 2 in the ratio agreed upon in constructed area upon said property.

For STAR INFRABUILD

Gagan Singh

Partner

22/01/2023

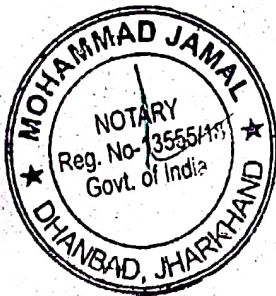


Dr. Barkah Chowdhury

For STAR INFRABUILD

Egad Singh
Partner
27/01/2023

6. That the builder assures to complete the said construction within a period of 30 months from the date of approved plan/maps & other permission as sanctioned and approved from Nagar Nigam Dhanbad or any other competent authority to start the construction and development work at the site.
7. That the Developer shall assist in getting all the necessary approvals from the competent authority at its own cost, but all the assistance shall be provided by the Land Owner by filing affidavits, signing requisite forms and giving statements, providing necessary legal document as and when required.
8. That if the necessary approvals are not abetted due to any lacuna in legal title of Land Owner or any other dispute, then this agreement shall stand cancelled.
9. That it has been agreed by and between both the parties that the Developer shall develop the property of land by constructing a multistoried commercial building as per approved plan by Dhanbad Nagar Nigam with all essential facilities at their own cost and expenses and resources after getting all the requisite permissions, sanctions, approvals from the competent authorities as mentioned above.
10. That it has been expressly agreed by the Land Owner that they will always remain responsible to settle all sorts of disputes or differences if arises between their family members or any other individual which in turn affects the progress of the project in any manner at his own cost, expenses and energy and subsequently the Land Owner have assured the builder to keep the Developer's monetary and physical investment in the project fully indemnified and safe under any such situation.
11. That after completion of the project, all the effective taxes and dues shall be borne by both the parties such as GST, Meter Connection, Transformer,



for franchisee clearance

Generator Charges etc., in accordance to the ratio of sharing of the proposed building.

12. That it is being agreed upon by the parties that the builder shall construct the multistoried commercial building strictly as per plan approved by Nagar Nigam and shall strictly follow the existing building bye laws.

13. That it is being agreed upon by the parties that if any construction which is allowed under the provisions of existing building bye laws and is not shown in the approved plans is being proposed to be done at any stage of the construction then such a construction could be done by forwarding an application before the competent authority by both the parties and same shall be done after getting approval from the said authority.

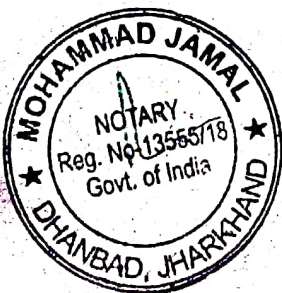
14. That if any further construction other than the construction shown in the approved plan approved by both the parties are agreed to be done, the Land Owner shall co-operate with the Developer by making necessary applications to Nagar Nigam for approval and in such case additional area shall be the shared between Land Owner and Builder in accordance to the ratio as mentioned in Clause No. 2 above.

15. That, the Builder undertake to keep the Land Owner fully indemnified against and harmless from any, losses, costs, charges, expenses or claims by any of construction, workers, or agents or for any breach of any statutory or contractual obligation.

16. That it is clearly understood by both the parties that if any internal changes are proposed to be done within the approved plans for example shifting of internal walls, changes of elevation etc., as per the requirement of any prospective buyer, the same could be done with the consent of both the parties without seeking any formal approvals of the competent authorities.

For STAR INFRABUILD

Eg. S. Singh
Partner
27/01/2023

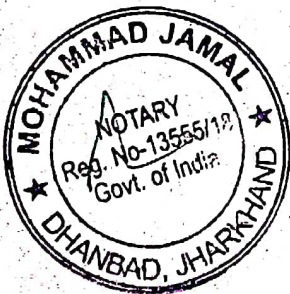


for franchise agreement

For STAR INFRABUILD

Egbad Singh,
Partner
29/01/2023

17. That it has been expressly agreed upon between both the parties that if some area in the proposed building is altered/reduced/increased but it should be under the provisions of existing building bye laws with the mutual consent of both the aforesaid parties to this agreement.
18. That it has been agreed in between the parties hereto that upon the builder's handing over actual physical possession of the built-up area to the Land Owner as agreed in clause no. 2 above, same shall vest absolutely in the Land Owner and remaining share as per clause no. 2 above, shall simultaneously vest in the builder for all intends and purposes i.e., for sale, rent or mortgage, license and disposal in the manner it likes. That the area as agreed in clause no. 2 above shall vest absolutely and free from all encumbrances, what so ever in to Land Owner in lieu of the cost of land upon which builder was allowed by them to develop the property and the area as agreed in clause no. 2 above shall vest absolutely in the builder in lieu of their developing the property at their cost and expenses and energy.
19. That, it is hereby expressly agreed by and between the parties here to that the possession of the said property is being given to the BUILDER for the sole purpose of development of the aforementioned property and Land Owner here by irrevocably declare to have handed over the said property to the builder for the purpose of development and builder has acquired all the requisite rights upon said property which are required for the purpose of development.
20. That it has been agreed by and between both the parties that both the parties shall always co-operate each other by signing all the necessary documents, sale deeds, etc. to facilitate the sale as and when required by either party in respect of their shares.
21. That it has been agreed by and between both the parties that after the plans for construction of the proposed building as presented by the architect are being approved by both the parties, the actual built up area along with the



for the chairman

common rights shall be divided in two parts (as per clause no. 2 above) and a supplementary agreement for division shall be executed amongst both the parties which shall be treated as the part and parcel of this agreement for development. The Land Owner shall be entitled to retain their stipulated share towards realization of value of its land and the builder shall be entitled to retain their stipulated share towards reimbursement of cost of construction, expenses, and all other charges, incurred by it in construction of building.

22. That both the parties shall remain absolutely free to book sell/ gift/donate/alienate or otherwise transfer their respective stipulated share to any prospective buyer they may deem fit in their independent capacity at any time and they shall be exclusively authorized to receive sale consideration/advance/installments against such sale and issue receipts of the same.

23. That at time of division of the built-up portions, ratio wise, if any portion remains which cannot be divided beneficially, in such event both the parties shall have the option to take up such area and compensate the other party on mutually agreed terms.

24. That the application for necessary permission/ sanction from the competent authority will be made by the Land Owner but will be pursued by the builder at their own expenses. After necessary permission/ sanction is granted by the competent authority, the Land Owner shall within 30 days on receiving the said permission/ sanction will execute supplementary agreement for division.

25. That both the Land Owner and developer hereby agreeing that the developer will submit the proposed building development plan to be approved from Nagar Nigam and concerned authority within 60 days from the date of signing of this development agreement and getting it approved from the authority.

For STAR INFRABUILD

Egdat Singh.
Partner
27/01/2023



for Infra build chamber.

26. That the Land Owner shall have the right to give suggestions in preparing the plans, designs by the architect in consultation with the builder. However, the Land Owner shall not interfere with day -to- day work in executing construction, completion of work of the development of the property but can verify if the development work is not being made as per sanction plan approved by Nagar Nigam.

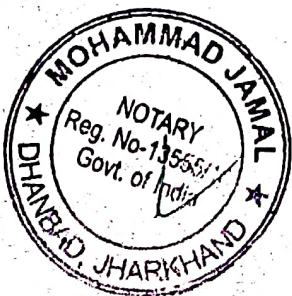
27. That it is also agreed that all the common amenities and facilities like entrance gate, staircase, lift etc., sewer lines, and security shall remain common for all occupants of the proposed building and the maintenance charges towards common facilities and amenities shall be charged effective from the date when the area is started to be used by the Tenant or Purchasers either from the side of Land Owner or the Developer. Further upto the time of formation of building society, the aforesaid maintenance charges shall be received by the Developer and after the formation of the building society, the aforesaid maintenance charges shall be received by the representatives of building society.

28. That it is also agreed that the Land Owner shall execute a general power of attorney in favour of Sri Eqbal Singh- Partner of M/s Star Infrabuild after the Plan are approved by Nagar Nigam for getting all kinds of sanctions allocations as may be required in construction of the building. The builder shall have a right to book and sale its stipulated share by virtue of this power of attorney. Further, the Land Owner hereby undertakes that he will handover all the certified copies of deeds & documents of the aforesaid land to the Developer at the time of executing the supplementary agreement for division (as mentioned in clause 24 above), the receipt whereof duly be provided by the Developer in its firm's letterhead and the original copies of deeds & documents of the aforesaid land may be provided to the Developer, if same shall be exclusively required in some cases. Further, the landowner hereby agrees that he will always be committed to provide the original copies of the deeds & documents of the aforesaid land to any competent authority/bank/financial institution/any other institution as may be required by Developer in connection with the aforesaid project.

29. That the Land Owner undertake that the aforementioned property is absolutely free from all the encumbrances what so ever and assure to clear all the dues like Holding Tax, Water Tax etc. of the govt. or semi govt. department or Nagar Nigam or local bodies or any individual etc. if found

FOR STAR INFRABUILD

Eqbal Singh.
Partner
27/01/2023



for Kanchan Chandra

relating to the land prior to the execution of this agreement. The Land Owner irrevocably undertakes that they shall be responsible regarding legal title of the said land and in any event the project is stopped due to any reason regarding title of the said land owner, they shall remain responsible to sort out all such disputes and the time period of completion of project shall be increased accordingly.

30. That it is agreed that the delay caused in construction and development due to any natural calamity or curfew imposed or lockdown due to any pandemic or epidemic or due to any defect in the title of the owner or due to any boundary dispute with the neighbor or family members, stay/inspection order of the court would not be the responsibility of the builder and time consumed in clearance of all above mentioned hurdles shall not be counted within the stipulated period of construction i.e 30 months.

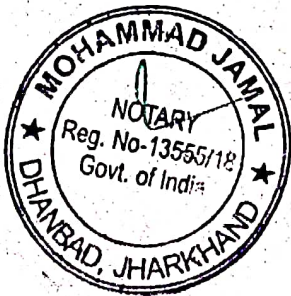
31. That it has been expressly agreed by and between both the parties that in case of delay in handing over the possession of the stipulated share of the owner within the time of 30 months as mentioned above due to reasons other than mentioned in immediate aforesaid clause, a further period of 06 (six) months will be allowed as a grace period. Thereafter for any delay, landowner shall be entitled for compensatory cost @ Rs. 20/- (Rupees Twenty only) per month per sq. ft. of the share of landowner according to carpet area which may be adjusted out of security money.

32. That it is also agreed by and between both the parties that the builder shall be entitled to display their board at the site and will be free to advertise the project in what so ever manner the builder deems fit and necessary as and when required at their own cost and expenses.

33. That the responsibility for the payment of all municipal and property taxes shall be borne by the Land Owner and GST, fees, duties etc. levies shall be that of the Land Owner and Developer in proportion to their shares as and when becoming applicable. Further the GST applicable on the Land Owner's share (as mentioned in Clause no. 2) shall be paid by them to the Developer within 07 (seven) days from the date of handover of their share to them by the Developer and in case, in between the running project, if the Land Owner sold their share or receives any sort of advance from the prospective buyer

For STAR INFRABUILD

Egdel Singh
27/01/2023 Partner



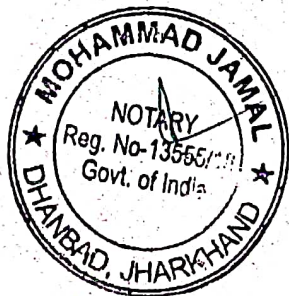
Dr. Parveen Chaurasia

(as mentioned in Clause no. 2), then in that case also, the Land Owners is liable to pay GST on the said amount within 07 (seven) days to the Developer.

- 34. That it has also been agreed by and between both the parties that the Developer shall keep the Land Owner indemnified and safe against all the enforcing labour laws and other laws and if any accident occurs at the works the builder shall clear it up with their own resources and the Land Owner has no legal or monetary responsibility in such situation.
- 35. That the Developer hereby undertakes to construct the building strictly as per the specifications mentioned in Annexure 'A'.
- 36. That this agreement for development is being executed between both the parties for the construction and development of the multistoried commercial building on the said property. In case both the parties agree for further development on the said property, the additional cost of the same shall be borne by both the parties in equal ratio.
- 37. That, it has been agreed by and between both the parties that all the expenses required in developing/ taking approvals/ sanctions etc. in any manner in the said property will be borne by the builder.
- 38. That the Land Owner and the builder have entered into this agreement on principle- to- principle basis only and nothing contained herein shall be deemed or construed as constituting a service contract or a partnership between the builder and the Land Owner or as a joint venture or a joint adventure between Land Owner and builder nor shall the builder and Land Owner in any manner constitute an association of persons. Each shall be strictly responsible for its own income tax liability/GST liability or other liabilities if any and shall keep the other party thereto indemnified from and against the same at all time.
- 39. That Both the parties hereby specifically agree that for the smooth running & completion of the project, both the parties shall fully co – operate with each

For STAR INFRABUILD

Egded Singh
Partner
29/01/2023



hi frakuh chowda.

other. Be it mentioned that the Land Owner here in agrees that they will cooperate with the builder by signing and executing any additional application and other documents as may be required from time to time for completion of the project.

40. That it has also been agreed by and in between both the parties hereto that in case of any dispute or difference arising between the parties in respect of meaning and interpretation with regard to any of the clauses of this agreement or in respect of its execution or in case of any dispute crops up between the parties hereto relating to / arising out of / in connection with this Agreement including interpretations of any terms this Agreement the same shall referred to the arbitration of an arbitral tribunal under the provisions of the Indian Arbitration and Conciliation Act, 1996, comprising of (3) arbitrators to be entitled through appointment of two arbitrators (one each by each of the parties) by parties hereto and third by two arbitrators appointed by parties hereto. The decision of such arbitral tribunal shall be final and binding on both the parties hereto but the jurisdiction shall be in Dhanbad. But in case both the parties are not satisfied with the decision of Arbitrators than both the parties are free to move in the Court of Law.

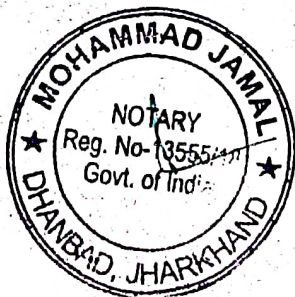
SCHEDULE-"A"
(SCHEDULE OF LAND)

All that piece and parcel of Raiyati land measuring an area of 27.22 decimal (Twenty -Seven Point Two-Two Decimal) P.S. Govindpur, chowki sadar registry office Dhanbad, sub registry office Govindpur, District Dhanbad, Mouza-Bhelatand, Mouza No. 89 having Old Khata No. 26, Old Plot No. 1010, Old Khata No. 19, Old Plot No. 1011, Old Khata No. 25, Old Plot No. 1006 & 1009 being butted and bounded as under: -

North: Plot No. 1008
South: Hirak Main Road
East: Part of Plot No. 1006 & 1009
West: Part of Plot No. 1011 & 1012

For STAR INFRABUILD

Eg. S. Singh.
Partner
27/01/2023



**ANNEXURE A
SPECIFICATIONS**

Structure	:	RCC framed structure building with seismic Zone III compliance, Concrete solid block masonry.
Walls	:	<ul style="list-style-type: none"> • Internal walls shall be finished with wall putty. • Exterior walls shall be finished with wall putty and weather coat paint.
Flooring	:	• Designer vitrified tiles flooring in commercial spaces and common area
MS Shutter	:	• Main door MS shutter
Windows	:	Two Track Anodized Powder Coated Aluminium Sliding Window
Common Toilets on each floor	:	Designer tiles in bathroom with A class sanitary/ C.P. fittings and dado upto full height or 7 feet provisions for exhaust fans.
Electricals	:	All electrical wiring would be in concealed conduits with premium make wires, Switches of Anchor/Havells or equivalent. ELCB and MCB will be provided.
Lift	:	Most modern lift with permanent texture paint of Make: OTIS/JOHNSON/KONE
Fire Fighting System	:	Fire Safety system at each floor.
Power Backup	:	Silent Diesel Generator for standby power supply for common area lighting, lift, water pump at extra cost.
Water Supply	:	24 hours water supply from Deep Tube Well.

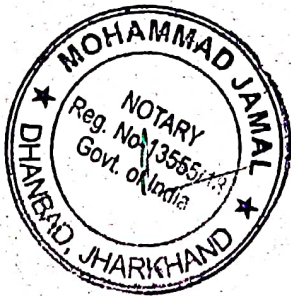
For STAR INFRABUILD

Eg. Sat Singh.

Partner

29/01/2023

for broken chowkate,



Common Amenities	:	• Decorative entrance lobby
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IN WITNESS WHEREOF BOTH THE PARTIES HAVE EXECUTED THIS AGREEMENT AND PUT THEIR HANDS AND SEALS ON THIS 27th DAY OF JANUARY, 2023 (TWO THOUSAND AND TWENTY- THREE)

WITNESSES:

1.

Ashok — 27/01/2023
 S/O S. N. Chourasia
 22/23 H.G. Housing Colony
 Barand Dhanbad

PARTIES OF THE FIRST PART:
 (LAND OWNER)

Jai Prakash Chourasia

 (SRI JAI PRAKASH CHOURASIA)

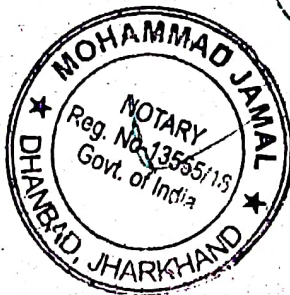
2. Lucky Pal Singh
 27/01/2023

S/O Lt. Mahendra Singh
 Shila Niwas, Sandhu Colony
 Kabristan Road, Jora Phatak
 Dhanbad

PARTY OF THE OTHER PART:
 (DEVELOPER/BUILDER)

For STAR INFRABUILD
Egal Singh
 Partner
 27/01/2023

.....
 (STAR INFRABUILD)



[Signature]
 NOTARY
 DHANBAD
 07/01/23

Authorised
 u/s 297 (i) (c) of the Cr. P.C. 1973
 (Act No 11 of 1974) & u/s (B) (i)
 of the Notaries Act 1952
 (Act No 53 of 1952)

Identified by

[Signature]
 CAdu
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