

Annexure A

Biodiversity Certification Agreement

Between

The Minister administering the *Biodiversity Conservation Act 2016* (NSW)

And

JG Developments Pty Ltd

Table of contents

1.	Definitions and Interpretation	4
1.1	Definitions.....	4
1.2	Interpretation.....	6
1.3	Agreement to run with the land.....	7
1.4	Removal of Agreement from Subsequent Lot.....	7
2.	Commencement and Term	7
3.	Status of this Agreement.....	7
4.	Registration of this Agreement and Notice to Purchasers.....	8
5.	Obligations.....	8
5.1	Landowner obligations.....	8
5.3	Protection and Management of Avoided Land and Conservation Land.....	9
5.4	Reasonable steps.....	9
5.5	Clearing	9
6.	Biodiversity Stewardship Sites	9
7.	Enforcement.....	10
8.	Permissions, consents and authorisations	10
9.	Force Majeure	10
10.	Dispute resolution	11
11.	GST	11
12.	Releases and indemnities.....	11
13.	Costs.....	12
14.	General provisions	12
14.1	Prior representations	12
14.2	Further acts.....	12
14.3	Governing law and jurisdiction.....	12
14.4	No fetter	12
14.5	No joint venture, etc.....	12
14.6	Representations and warranties	13
14.7	Severability	13
14.8	Variation.....	13
14.9	Waiver.....	13
14.10	Good faith	13
15.	Publication	14
16.	Notices.....	14
16.1	Form	14
16.2	Change in details.....	14
16.3	Receipt.....	15

Agreement made at

on 26 September 2023



Parties

Minister for the Environment as the Minister administering the
Biodiversity Conservation Act 2016 (NSW) (the Minister)

and

JG Developments Pty Ltd ACN 167 086 679

Background

- A.** On 12 February 2021, JG Developments Pty Ltd made an application for Biodiversity Certification (**Biodiversity Certification Application**) for land at 15 Mulloway Road, Chain Valley Bay, within the Central Coast local government area, being Lot 273 DP 755266 (**the Biodiversity Certification Assessment Area**) under Part 8 of the BC Act.
- B.** **JG Developments Pty Ltd** is the registered owner of the Biodiversity Certification Assessment Area.
- C.** The Biodiversity Certification Application relates to the subdivision of the Biodiversity Certification Assessment Area.
- D.** The Biodiversity Certification Assessment Report (BCAR) identified proposed conservation measures including:
1. the retirement of:
 - (a) 177 Ecosystem Credits for impacts to PCT 1619
 - (b) 1 Ecosystem Credit for impacts to PCT 1718
 - (c) 190 Species Credit for impacts to the Wallum Froglet
 - (d) 237 Species Credits for impacts to the Pale – headed Snake
 - (e) 322 Species Credits for impacts to the Swift Parrot
 - (f) 11 Species Credits for impacts to Green and Golden Bell Frog
 - (g) 253 Species Credits for impacts to the Southern Myotis
 - (h) 2 Species Credits for impacts to the Giant Dragonfly
 - (i) 237 Species Credits for impacts to the Squirrel Glider
 2. preparation and implementation of a vegetation management plan
- E.** The Parties have agreed to:
- (a) establish a biodiversity stewardship site over the Avoided Land and Conservation Land via a Biodiversity Stewardship Agreement with the Biodiversity Conservation Trust, and
 - (b) in the event that a Biodiversity Stewardship Agreement is not established, to

prepare and implement an Avoided and Conservation Land Biodiversity Management Plan (which will contain measures identified in the vegetation management plan proposed by the BCAR).

- F. The retirement of Ecosystem Credits and Species Credits and implementation of other approved measures (including the preparation and implementation of a Certified Land Biodiversity Management Plan containing measures identified in the vegetation management plan proposed by the BCAR) are to be delivered in accordance with the Order conferring Biodiversity Certification.
- G. This Agreement will be registered on the title of the Biodiversity Certification Assessment Area. It will apply to the Avoided Land, Conservation Land and the Certified Land, and will be removed from the title of Subsequent Lots within the Certified Land prior to their transfer.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context indicates otherwise:

Agreement means this Agreement titled 'Biodiversity Certification Agreement' and includes all schedules.

Avoided Land means the land identified as "Avoided Land" on the map in Schedule 1 of this Agreement.

Avoided and Conservation Land Biodiversity Management Plan means a plan prepared in accordance with clause 5.1(a)(ii)(B) of this Agreement and approved under clause 5.2 of this Agreement, which contains measures to manage biodiversity identified in the "Vegetation Management Plan" in section 5.4 of the BCAR to the extent those measures apply to the Avoided Land and the Conservation Land.

BC Act means the *Biodiversity Conservation Act 2016* (NSW).

BC Regulation means the *Biodiversity Conservation Regulation 2017* (NSW).

Biodiversity Certification has the same meaning as in section 8.2 of the BC Act.

Biodiversity Certification Assessment Area has the meaning given in Recital A.

Biodiversity Certification Application has the meaning given in Recital A.

Biodiversity Certification Assessment Report (BCAR): means the biodiversity certification assessment report within the meaning of the BC Act dated 7 December 2022 prepared for the purposes of the Biodiversity Certification Application, referred to in Recital D.

Biodiversity Credit means a biodiversity credit created under Part 6 Division 4 of the BC Act and includes a reference to an Ecosystem Credit and a Species Credit.

Biodiversity Stewardship Agreement has the same meaning as in section 1.6 of the BC Act.

Business Day means any day except for Saturday or Sunday or a day which is a public holiday in New South Wales.

Certified Land means the Biodiversity Certification Assessment Area on which Biodiversity Certification has been conferred and is in force under Part 8 of the BC Act.

Clearing has the same meaning as in section 60C of the *Local Land Services Act 2013*.

Conservation Land means land identified as “Conservation Land” on the map in Schedule 1 of this Agreement.

Department means the NSW Department of Planning and Environment and any name it may be known by in the future.

Development Completion means completion of the development triggered by the registration of a plan of subdivision for the Certified Land.

Development Phase means the period from the Effective Date until Development Completion.

Effective Date means the date on which Biodiversity Certification is conferred by the Minister on the Certified Land.

Environment Agency Head has the meaning given in section 1.6 of the BC Act.

EP&A Act means the *Environmental Planning & Assessment Act 1979* (NSW).

Force Majeure Event means an event that is beyond the reasonable control of the Landowner, including any natural disaster, fire, flood, accident, war, riot, act of terrorism, biohazard, a serious epidemic, or a change in legislation, but only to the extent that such events were beyond the Landowner’s reasonable control. A force majeure event does not include any obligation to pay money, a labour dispute or shortage of materials or labour.

Landowner means, JG Developments Pty Ltd at the Effective Date and any successors in title of the Biodiversity Certification Assessment Area.

Minister means the Minister of the State of New South Wales administering the BC Act and includes his or her successors in office and where appropriate, includes the servants and agents of the Minister.

Native Vegetation has the meaning given in section 1.6 of the BC Act.

Party means a Party to this Agreement and includes a person or persons taken to be Parties to this Agreement by operation of section 8.17 of the BC Act.

Plant community type (PCT): a NSW plant community type identified using the PCT classification system in NSW BioNet.

Registrar-General has the same meaning as in the *Real Property Act 1900* (NSW).

Subsequent Lot means a lot created in the Biodiversity Certification Assessment

Area as a result of subdivision approved under the *Environmental Planning and Assessment Act 1979*.

Stormwater Management Plan means the 'Stormwater Management Plan – Lot 273 DP 755266. 15 Malloway Road, Chain Valley Bay' prepared by Woodlots and Wetlands Pty Ltd, issued on 30 May 2022.

Water Quality Management Plan means the 'Water Quality Management Plan – Lot 273 DP 755266. 15 Malloway Road, Chain Valley Bay' prepared by Woodlots and Wetlands Pty Ltd, issued on 30 May 2022.

1.2 Interpretation

In this Agreement:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) person includes an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a Party includes that Party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (d) a reference to a document is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a Party, clause, schedule, exhibit, attachment or annexure is a reference to a Party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) includes in any form is not a word of limitation;
- (j) where a schedule contains obligations of any Party then the obligation so expressed shall be read and construed and shall constitute obligation on the part of the relevant Party, as the case may be, to be performed or observed under this Agreement;
- (k) neither this Agreement nor any part of it is to be construed against a party on the basis that the Party or its lawyers were responsible for its drafting;
- (l) if a Party to this Agreement is subsequently made up of more than one person:

- (i) an obligation of those persons is joint and several;
- (ii) a right of those persons is held by each of them severally; and
- (iii) any references to that party is a reference to each of those persons separately, so that (for example), a representation, warranty or undertaking is given by each of them separately.

1.3 Agreement to run with the land

In accordance with section 8.17 of the BC Act, when registered by the Registrar-General, this entire Agreement is binding on and is enforceable against the owner of the land over which it is registered from time to time as if each owner for the time being had entered into the Agreement.

1.4 Removal of Agreement from Subsequent Lot

Prior to the transfer of a Subsequent Lot located on the Certified Land from the Landowner to a third party:

- (a) the Landowner may prepare a Request Form 11R and lodge the form with NSW Land Registry Services; and
- (b) if required, the Minister must promptly provide evidence of the Minister's consent to the lodgement of Request Form 11R,

to ensure that the Agreement is removed from the title of the relevant Subsequent Lot located on the Certified Land prior to or simultaneously with its transfer.

2. Commencement and Term

- (a) This Agreement is to be executed by the Parties prior to the Effective Date.
- (b) This Agreement shall become effective on the Effective Date.
- (c) This Agreement has effect indefinitely.

3. Status of this Agreement

- (a) The Parties agree that this Agreement:
 - (i) is a biodiversity certification agreement within the meaning of Part 8 of the BC Act; and
 - (ii) establishes the obligations of the Landowner to the applicable areas in the Biodiversity Certification Assessment Area.
- (b) For the purposes of clause 5.1(1)(c) of the BC Regulation, the Minister advises that the legal obligations created under this Agreement are not created for biodiversity offset purposes and do not make provision for biodiversity offsets in accordance with clause 5.1(1)(c)(i) of the BC Regulation

4. Registration of this Agreement and Notice to Purchasers

- (a) The Landowner agrees to use its best endeavours, and at its own expense, to lodge or arrange for the lodgement of this Agreement in registrable form with the Registrar-General within ten (10) Business Days of the Effective Date in order to secure the registration of this Agreement on the title to the Biodiversity Certification Assessment Area.
- (b) The Landowner at its own expense and risk, must take all practicable steps and otherwise do anything the Minister reasonably requires, to procure:
 - (i) the execution of any documents necessary to enable registration of the Agreement on the title to the Biodiversity Certification Assessment Area; and
 - (ii) the registration of this Agreement by the Registrar-General in the relevant folios of the register as soon as possible after lodgement of the Agreement for registration under clause 4(a).
- (c) The Landowner, within 21 days of registration of this Agreement on the title to the Biodiversity Certification Assessment Area, must provide the Minister with evidence of registration of this Agreement.
- (d) The Landowner agrees to provide notice of this Agreement to any future purchaser of land in the Biodiversity Certification Assessment Area.

5. Obligations

5.1 Landowner obligations

- (a) The Landowner agrees to:
 - (i) comply with all relevant obligations of the Landowner set out in this Agreement;
 - (ii) in good faith, apply to enter into a Biodiversity Stewardship Agreement within 12 months of the Effective Date and:
 - (A) if the application is successful, enter into a Biodiversity Stewardship Agreement over the whole of the Avoided Land and the Conservation Land, or
 - (B) if the application is unsuccessful:
 - (1) within six (6) months of receiving notification that the application is unsuccessful, prepare and submit to the Department for approval a draft Avoided and Conservation Land Biodiversity Management Plan (in a form approved by the Environment Agency Head) to apply to the Avoided Land and the Conservation Land in perpetuity, and
 - (2) implement and comply with the Avoided and Conservation Land Biodiversity Management

Plan upon completion of the Development Phase in perpetuity.

- (iii) Ensure that the Conservation Land remains in a single lot and is not subdivided.

5.2 Assessment of Avoided and Conservation Land Biodiversity Management Plan

- (a) If the Landowner is required to prepare and submit the Avoided and Conservation Land Biodiversity Management Plan in accordance with clause 5.1(a)(ii)(B), the Department will, in good faith, make all reasonable attempts to assess the draft Avoided and Conservation Land Biodiversity Management Plan within three months of the draft being submitted to the Department by the Landowner. If the draft Avoided and Conservation Land Biodiversity Management Plan is not approved, the Department will provide reasons why it is not approved.

5.3 Protection and Management of Avoided Land and Conservation Land

The Landowner must:

- (i) ensure that there is no disturbance of the Avoided Land or the Conservation Land, including the removal of any Native Vegetation, fallen timber or habitat, or any earthworks, from the Avoided Land or the Conservation Land; and
- (ii) use their best endeavours to establish and maintain the Avoided Land and Conservation Land with C2 Environmental Conservation zoning.

5.4 Reasonable steps

The Landowner agrees to take all reasonable steps to ensure that persons who enter or intend to enter the Avoided Land or Conservation Land comply with the Landowner's obligations referred to in clause 5.3.

5.5 Clearing

The Parties acknowledge that clauses 5.3 and 5.4 apply, despite any legislation, regulation, rule or code which provides that the Landowner is permitted to clear vegetation on the Avoided Land or the Conservation Land.

6. Biodiversity Stewardship Sites

In the event of any inconsistency between this Agreement and:

- (a) a Biodiversity Stewardship Agreement entered into over the Avoided Land and the Conservation Land, or
- (b) an Avoided and Conservation Land Biodiversity Management Plan,

the Biodiversity Stewardship Agreement or Avoided and Conservation Land Biodiversity Management Plan will prevail over this Agreement.

7. Enforcement

- (a) The Parties acknowledge that the Minister has rights under the BC Act and at Law in the event of a default by the Landowner under this Agreement, including rectification rights.
- (b) In accordance with section 13.16 of the BC Act, and without limiting other remedies available to the Minister, the Minister or a person acting with the written consent of the Minister, may bring proceedings in the Land and Environment Court for an order to remedy or restrain a contravention of this Agreement.

8. Permissions, consents and authorisations

- (a) Each Party to this Agreement is responsible for obtaining all necessary licences, consents, authorisations, permits or approvals in order to lawfully comply with and carry out its obligations under this Agreement.
- (b) Each Party to this Agreement agrees that this Agreement may be executed electronically in accordance with the *Electronic Transactions Act 2000 (NSW)*.

9. Force Majeure

- (a) In relation to a Force Majeure Event, the Landowner is:
 - (i) not required to comply with its obligations under this Agreement; and
 - (ii) is not liable for any loss or liability suffered or incurred by the Minister as a result of the Landowners' inability to comply with its obligations,
 - (iii) to the extent that the Landowner is prevented from complying, or its ability to comply is delayed, due to a Force Majeure Event. This applies so long as the Force Majeure Event continues to prevent the Landowner from complying.
- (b) If the Landowner's ability to comply with its obligations under this Agreement is affected by a Force Majeure Event it must:
 - (i) promptly notify the Minister, in accordance with clause 16, as soon as it becomes aware that it is (or is likely to be) so affected, giving reasonable details of the Force Majeure Event and the obligations that will be affected;
 - (ii) take all reasonable steps to prevent, limit and minimise the effect of the Force Majeure Event on the Landowner's obligations and comply again with its obligations as soon as reasonably possible, and
 - (iii) keep the Minister informed of the expected duration of the Force Majeure Event and the steps taken to comply with clause 9(b)9(b)(i).

- (ii) take all reasonable steps to prevent, limit and minimise the effect of the Force Majeure Event on the Landowner's obligations and comply again with its obligations as soon as reasonably possible, and
- (iii) keep the Minister informed of the expected duration of the Force Majeure Event and the steps taken to comply with clause 9(b)9(b)(i).

10. Dispute resolution

- (a) Where there is a dispute, difference or claim (**dispute**), the Party raising the dispute must notify the other Parties of the nature of the dispute, including the factual and legal basis of the dispute.
- (b) Within 14 days of the notice, the Parties, or nominated senior representatives of the Parties, must confer to attempt to resolve the dispute, and if the dispute cannot be resolved within 21 days of the written notice, the parties will refer the matter to mediation.
- (c) The Parties will agree on a mediator, the terms of appointment of the mediator and the terms of the mediation in writing within 28 days of the referral of the matter to mediation under clause 10(b). If they cannot agree on those matters, the Parties are to mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- (d) If the matter has not been resolved within 28 days of the appointment of the mediator, the mediation process will be at an end and any party may commence court proceedings in respect of the dispute.
- (e) Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- (f) The Parties are to share equally the costs of the President (if any), the mediator and the mediation.

11. GST

- (a) The Parties acknowledge and agree that for any taxable supply made by one Party to another Party under this Agreement the Party which has received the supply will on receipt of a tax invoice from the supplier make a payment to the supplier that covers both the value of the supply and the GST liability of the Party that has made the supply.
- (b) This clause will not merge on completion or termination of this Agreement.

Words used in this clause that are defined in the GST Law have the meaning given in that legislation. GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

12. Releases and indemnities

- (a) Each Party agrees to carry out their obligations under this Agreement at their own risk.
- (b) Each Party, other than the Minister (severally, not jointly), agrees to release and indemnify the Minister from any claim, liability or loss arising from, and costs incurred in connection with a breach of the respective obligations of the Party under this Agreement except to the extent caused or contributed to by the Minister's negligent act or default under this Agreement.
- (c) The indemnity in sub-clause (b) above is a continuing obligation, independent of the other obligations of the Party under this Agreement and continues after the Agreement ends.

13. Costs

- (a) Subject to clause 11 (GST), each Party bears its own costs in connection with the preparation and execution of this Agreement.

14. General provisions

14.1 Prior representations

No Party can rely on an earlier document, anything said or done by another Party, or by an authorised officer, agent or employee of that Party, before the Agreement was executed.

14.2 Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

14.3 Governing law and jurisdiction

This Agreement is governed by the laws of the State of New South Wales and the Parties agree to submit to the jurisdiction of the courts of that State.

14.4 No fetter

- (a) Without prejudice to or limiting the express obligations that each Party has agreed to perform under this Agreement, this Agreement is not intended to operate to fetter, in any unlawful manner:
 - (i) the sovereignty of the Parliament of the State of New South Wales to make any law;
 - (ii) the power of the Executive Government of the State of New South Wales to make any statutory rule; or
 - (iii) the exercise of any statutory power or discretion of any Minister of the State.

- (b) Nothing in this Agreement is to be construed as requiring any Party to do anything that would cause it to be in breach of any of its obligations at law, and without limitation and nothing in this Agreement is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

14.5 No joint venture, etc.

Unless otherwise stated:

- (a) nothing in this Agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the Parties; and
- (b) no Party has the authority to bind any other Party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other Party or to pledge any other Party's credit.

14.6 Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under this Agreement.

14.7 Severability

- (a) If any part of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- (b) If any part of this Agreement is illegal, unenforceable or invalid, that part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

14.8 Variation

- (a) This Agreement may only be varied by a subsequent agreement between:
 - (i) The Minister and the Landowner during the Development Phase, or
 - (ii) The Minister and all owners of the Avoided Land and the Conservation Land after the Development Phase.
- (b) No variation of this Agreement will be of any force or effect unless it is in writing and signed by the parties specified in clause 14.8(a).

14.9 Waiver

- (a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.
- (b) A waiver by a Party is only effective if it is in writing.
- (c) A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as

an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

14.10 Good faith

Each Party must act in good faith towards all other Parties and use its best endeavours to comply with the spirit and intention of this Agreement.

15. Publication

- (a) Each Party acknowledges that a copy of this Agreement is to be published on a NSW government website maintained by the Environment Agency Head in accordance with clause 8.5 of the *Biodiversity Conservation Regulation 2017*.
- (b) The Environment Agency Head will restrict access to all personal information contained in this Agreement in accordance with the *Privacy and Personal Information Protection Act 1998*.

16. Notices

16.1 Form

Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing delivered, posted or sent by electronic service address to that Party at its addresses set out below.

The Minister

Address: Environment and Heritage Group
Department of Planning and Environment
Locked Bag 5022
PARRAMATTA NSW 2124

Attention: [REDACTED]

Telephone: [REDACTED]

Email address: [REDACTED]

The Landowner

Address: JG Developments Pty Ltd
[REDACTED]

Attention: [REDACTED]

Telephone: [REDACTED]

Email address: 

16.2 Change in details

The name or title of the nominated officer or the address for the Parties referred to in clause 16.1 above may be updated from time to time by written notice being sent to the other Parties by the Party (which in the case of the Minister may include an officer of the Department) advising of the new officer (or title of an office) and address to which such documents, information or notification may be sent.





16.3 Receipt

- (a) Any notice, consent, information, application or request is to be treated as given or made at the following time:
 - (i) if it is delivered, when it is left at the relevant address;
 - (ii) if it is sent by post, two (2) Business Days after it is posted (unless the contrary is proved); or
 - (iii) If it is sent by electronic service address, by transmitting an electronic copy of the document to that address
- (b) If any notice, consent, information, application or request is delivered or sent by electronic service address, on a day that is not a Business Day or after 5pm on any Business Day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

Schedule 1: 15 Mulloway Road, Chain Valley Bay

15 Mulloway Road, Chain Valley Bay



-  Biodiversity certification assessment area
-  Land proposed for certification
-  Avoided land
-  Conservation land

0 25 50 100 Meters



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Figure 1 – Biodiversity Certification Assessment Area - Certified Land, Avoided Land and Conservation Land

Executed as an agreement under section 8.16 of the BC Act


Executed on behalf of the Honourable Penny Sharpe,
MLC Minister for the Environment for the State of New
South Wales as the Minister administering the
Biodiversity Conservation Act 2016 (NSW)


 26/09/2023
Delegate for the Hon. Penny Sharpe, MLC.
Minister for the Environment


Name of Witness in full (written in block letters)

 26/09/2023
Signature of Witness

Executed by JG Developments Pty Ltd ACN 167 086
679 in accordance with s127 of the *Corporations Act
2001 (Cth)*


Name of Director/Company secretary
(written in block letters)


Signature of Director/Company secretary


Name of Director (written in block letters)


Signature of Director

