

SERVICE CONTRACT

This SERVICE CONTRACT ("Contract") is entered into by and between:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government owned and controlled corporation, created and existing by virtue of Presidential Decree No. 1869, as amended, with office address at PAGCOR Executive Office, New Coast Hotel, M.H. Del Pilar cor. Pedro Gil Sts., Malate, Manila, represented by its Chairman and Chief Executive Officer, **ALEJANDRO H. TENGCO**, hereinafter referred to as "**PAGCOR**";

- and -

EVELINA R. PIMENTEL HOSTING AND MANAGEMENT SERVICES, a sole proprietorship duly registered under the laws of the Republic of the Philippines, with office address at 779 M. Naval St., Navotas East, Navotas City, represented in this act by its Proprietor, **EVELINA R. PIMENTEL**, hereinafter referred to as "**TALENT MANAGER**".

Each referred to as a "**PARTY**" and collectively as the "**PARTIES**"

WITNESSETH: THAT -

WHEREAS, PAGCOR has a requirement for the **Procurement of Services for Nightly Entertainment of Satellite Operations Group (SOG) 2, 4 and 5 - PERFECT DUO and POISON IVY for January to June 2023** under ITB No. **SS23-01-018COR** (Project), which was approved by the new **PAGCOR** Board of Directors and included in the 2023 Annual Procurement Plan (APP);

WHEREAS, **PAGCOR** conducted a Negotiated Procurement (Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services) in accordance with Republic Act No. 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations (IRR) on January 18, 2023, for the procurement of the Project;

WHEREAS, the **TALENT MANAGER** has submitted the Single Calculated Responsive Quotation (SCRQ) for the Project;

WHEREAS, considering that all the requisites were met, **PAGCOR** has accepted the quotation of the **TALENT MANAGER**;

WHEREAS, the Special Assistant to the President and Chief Operating Officer, duly delegated on November 24, 2022, approved the award of the contract to the **TALENT MANAGER**;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified by these presents, **PAGCOR** and the **TALENT MANAGER** hereby enter into a Contract under the following terms, conditions and stipulations:

ARTICLE I
DESCRIPTION OF WORK

The **TALENT MANAGER** undertake to provide the Services according to the following technical specifications:

| Description |
|---|
| Procurement of Services for Nightly Entertainment of Satellite Operations Group (SOG) 2, 4 and 5 - PERFECT DUO and POISON IVY for January to June 2023 |
| EXCLUSIVITY OF THE PROGRAM: |
| NIGHTLY ENTERTAINMENT |
| PERFORMANCE DURATION: |
| <p>The terms and conditions of the contract shall commence from the date of receipt of the Notice to Proceed, but in no case earlier than January 1, 2023 until June 30, 2023 or until exhaustion of the contract price whichever comes first.</p> <p>Artist shall provide satisfactory performance of three (3) sets of 45 minutes per scheduled date.</p> <p><i>*Call time of artist/s at least Two (2) hours before time of performance.</i></p> |
| <p>ARTISTS: PERFECT DUO MEMBERS: Two (2) BRIEF DESCRIPTION: Duo (Based on Artist Profile) TOTAL NO. OF PERFORMANCES: Ten (10)</p> <p>ARTIST/S: POISON IVY MEMBERS: Two (2) BRIEF DESCRIPTION: Trio (Based on Artist Profile) TOTAL NO. OF PERFORMANCES: Twenty-One (21)</p> |
| Venues of Performances: |
| METRO MANILA |
| Casino Filipino Madison - Madison Square Pioneer, Pioneer cor. Sheridan St., Mandaluyong City |
| Casino Filipino Network - Network Hotel, Roxas Blvd. cor. Perla St., Pasay City |
| LUZON |
| Casino Filipino Turf Club - San Lazaro Leisure Park, Governor's Drive, Carmona Cavite |
| Other Venues as deemed necessary by PAGCOR from time to time. |

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Conditions:

PAGCOR shall be responsible for the following:

- a. Payment to ARTIST's performances shall be based on actual shows/billing (Talent Booking Form/Certificate of Acceptance) after the end of each performance;
- b. Schedule of performance/s;
- c. Assignment of Artists to other venues as may be required by **PAGCOR**;
- d. Clearance / Approval of the Local Government Unit (LGU) and/or Inter-Agency Task Force (IATF) allowing the branch or satellite to conduct shows; and
- e. Venue with basic technical equipment.

PAYMENT TERMS AND CONDITIONS:

PAGCOR shall not be under any obligation to pay the ARTIST the entire amount of the contract price. Moreover, the aggregate billings under the Contract shall not exceed the total Contract Price.

TALENT MANAGER shall be responsible for the following:

- a. Musical and Production Requirements:
Musical arrangement, music materials (CD, iPods and other musical material required)
- b. Food & Beverages.
- c. ARTIST/S is also required to submit their Vaccination Card and Travel Pass / S-PaSS (if needed) prior to date of performance and comply with **PAGCOR**'s health declaration for succeeding performances. and
- d. Health and safety protocols of the artists and its assistant as prescribed by the Local Government Unit and IATF.

ADDITIONAL CONDITIONS:

The following shall be provided by the TALENT MANAGER:

1. The ARTIST/S, branch assignments and date of performances shall not be replaced without express Written Consent from **PAGCOR**. However, **PAGCOR** may change/replace artist, branch assignment and date as deemed necessary.

If, for any cause, any or all of the ARTIST shall become indisposed on the day of the show, the **TALENT MANAGER** shall promptly retain the services of a back-up ARTIST/S of higher caliber, who shall perform in lieu of the original artist/s/entertainer/s/performer/s, subject to the approval of **PAGCOR**.

If the Show/event is prevented, rendered impossible or unfeasible by causes which are classified as fortuitous events, health condition, life threatening, force majeure, "acts of God," acts of war, civil disturbances, riots, strike, epidemic interruption or delay of transportation, mutiny, social unrest or regulations of any public

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authority/bureau or any cause beyond the control of both parties herein, then parties agree to conduct further negotiations for resetting or re-scheduling of the subject project but only until June 30, 2023.

The **ARTIST / TALENT MANAGER** shall inform **PAGCOR** beforehand of any cancellation or non-performance.

2. If the **ARTIST/S** is represented by a **TALENT MANAGER**, a Special Power of Attorney (SPA) shall be executed by the **ARTIST/S** that she/he properly authorizes the **TALENT MANAGER** to represent him/her for purposes of complying with **PAGCOR's** requirements.

The SPA shall be submitted upon issuance of Notice of Award (NOA).

The **TALENT MANAGER** undertakes to deliver the Services in strict conformity with the agreed specifications. In the event the **TALENT MANAGER** fails to comply with prescribed requirement as described in the Contract, **PAGCOR** may implement necessary changes or adjustments in order to achieve the desired results.

ARTICLE II **NO EMPLOYER-EMPLOYEE RELATIONSHIP**

There shall be no employer-employee relationship between **PAGCOR** and the **TALENT MANAGER**. The **TALENT MANAGER** shall have the entire charge, control and supervision of the performance of the services herein agreed upon. Any damage, accident, injury, or sickness of any kind, or death that may occur to any **ARTIST** or employee of the **TALENT MANAGER** during the time and consequent to the performance of the Services under this Contract shall likewise be the **TALENT MANAGER** responsibility.

The **TALENT MANAGER** further binds herself to hold **PAGCOR** free and harmless from any claim on account of the aforementioned injury or damage.

ARTICLE III **CONTRACT TIME**

This Contract shall commence on the date of receipt by the **TALENT MANAGER** of the Notice to Proceed but in no case earlier than January 1 to June 30, 2023, or until exhaustion of the contract price whichever comes first.

The Artist shall provide satisfactory performance of three (3) sets of forty-five (45) minutes with a call time of artist at least two (2) hours before time of performance.

Within this period, **PAGCOR** may terminate this Contract with or without cause, without incurring any liability whatsoever, such as, but not limited to, the payment of any unpaid and unperformed Service(s), without need for judicial intervention, upon fifteen (15) days written notice to the **TALENT MANAGER**.

ARTICLE IV
DAMAGES FOR DELAY

The **TALENT MANAGER** shall perform/render the required Services within the time prescribed in this Contract.

Should the **TALENT MANAGER** incurs delay or fails to perform or fails to satisfactorily render any or all of the Services required under the Contract within the specified schedule, inclusive of any time extension duly granted, the **TALENT MANAGER** shall be liable for liquidated damages equivalent to one tenth (1/10) of one percent (1%) of the cost of the delayed or unperformed or unsatisfactorily performed Services, including Sundays and Holidays, until such Services are rendered and accepted by **PAGCOR**.

Such liquidated damages shall be paid by **TALENT MANAGER** or deducted from any money due or which may become due to the **TALENT MANAGER**, or collected from any applicable securities or warranties posted by the **TALENT MANAGER**.

In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind or automatically terminate the **Contract** and impose appropriate sanctions over and above the liquidated damages to be paid, without prejudice to other courses of action and remedies open to it.

ARTICLE V
CONTRACT PRICE

The Contract Price for the Services shall be in the total amount of **One Hundred Sixty-Eight Thousand Four Hundred Seventy-Eight Pesos and 49/100 (PhP168,478.49)**, VAT Exclusive, Zero-Rated Transaction.

Both parties agree that the Contract Price stated herein includes all applicable taxes, fees licenses, permits and charges required by the Philippine Government. The **TALENT MANAGER** holds **PAGCOR** free from liability for any or all taxes, fees, licenses, permits and charges arising out of this Contract.

The price herein agreed shall not be subjected to any increase or upward adjustment for any reason or cause whatsoever for the duration of the Contract.

All amounts, claims, and expenses pertaining to licenses, permits, registrations or renewals thereof required by the appropriate government entities for the Services performed under the Contract shall be for the exclusive account of the **TALENT MANAGER**.

ARTICLE VI
SCHEDULE OF PAYMENT

The Contract Price is in the total amount of **One Hundred Sixty-Eight Thousand Four Hundred Seventy-Eight Pesos and 49/100 (PhP168,478.49)**, VAT Exclusive, Zero-Rated Transaction. Each performance shall cost as follows:

| Performer/s | Total No. of Performances | TALENT FEE OF ARTIST/S, MUSICAL AND PRODUCTION REQUIREMENT, F & B | |
|-------------|---------------------------|---|--------------|
| | | Cost Per Performance | Total Cost |
| | | VAT Exclusive, Zero-Rated Transaction | |
| Perfect Duo | Ten (10) | PhP5,434.79 | PhP54,347.90 |

| Performer/s | Total No. of Performances | TALENT FEE OF ARTIST/S, MUSICAL AND PRODUCTION REQUIREMENT, F & B | |
|-------------|---------------------------|---|---------------|
| | | Cost Per Performance | Total Cost |
| | | VAT Exclusive, Zero-Rated Transaction | |
| Poison Ivy | Twenty-One (21) | PhP5,434.79 | PhP114,130.59 |

Payment shall be made at the end of each month of performance, after the delivery and acceptance of the services according to the schedule provided and upon the issuance of the Certificate of Acceptance/Talent Booking Form by the End-User, Entertainment Department. The monthly payments shall be based on the cost per performance multiplied by the number of completed performance/s for the month.

PAGCOR shall not be under any obligation to pay the **TALENT MANAGER** the entire amount of the contract price. Moreover, the aggregate billings under the Contract shall not exceed the total Contract Price.

**ARTICLE VII
WARRANTIES AND RESPONSIBILITIES**

The **TALENT MANAGER** hereby warrants that:

1. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened, which may have any adverse material effects on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets or business condition.
2. The **TALENT MANAGER** further warrants that it is fully authorized to render the Services and has secured all the necessary government licenses and permits to allow it to render the Services agreed upon and that it is free from any liability or adverse claims, of every nature and description that would prevent or hinder it from rendering the said Services.
3. The **TALENT MANAGER** shall fully defend, protect, indemnify, and shall hold **PAGCOR** harmless from any and all adverse claims that may be made by any party by reason of the Contract.

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ARTICLE VIII
INTELLECTUAL PROPERTY

All new materials, compilations, data and information produced hereunder, from the inception of the Contract until its final completion, including all other reproductions made there from, together with the performances embodied therein and all copyrights therein and thereto, and all renewals and extensions thereof shall entirely be the property of **PAGCOR**, free from any claims whatsoever by the **TALENT MANAGER**, its employees or any other person.

The **TALENT MANAGER** shall be responsible for securing the necessary licenses, permits or authorization from the owners of the copyright of the songs or pieces to be performed in accordance with the relevant and applicable statutes as well as provisions of other laws, ordinances and decrees and hereby holds **PAGCOR** free and harmless from whatever liability or damage suits that may be filed against the latter for violation of said laws and ordinances as well as suits or claims by third parties.

ARTICLE IX
CLAIMS AND DISPUTES

All claims and disputes relating to or arising out of this Contract shall be settled amicably by the **PARTIES** before resorting to any judicial action.

If the **PARTIES** fail to settle their differences or disputes, the **PARTIES** waiving for the purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any or all actions or suits between the **PARTIES**, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for the declaration of nullity of this Contract in its entirety or in part, and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

ARTICLE X
INDEMNIFICATION

The **TALENT MANAGER** shall indemnify and shall hold **PAGCOR**, its directors, employees, guests, agents corporate affiliates free and harmless against any and all liability to third parties arising from this Service Contract including (but not limited to) the violation of any third party's trade secret, proprietary information, trademark, copyright or patent rights in connection with the use of **PAGCOR** of the **TALENT MANAGER**'s services.

The **TALENT MANAGER** shall be liable to **PAGCOR**, for any damage to property or injury or death of persons occasioned by the Services rendered by the **TALENT MANAGER** under this Contract, or by reason of the gross neglect or willful misconduct of the **TALENT MANAGER** or any of its agents or employees.

The **TALENT MANAGER** assumes all liability due to its fault or negligence, in connection with this Contract, including theft and disappearance, or any damage or injury to goods, wares or merchandise or property of any kind of **PAGCOR**.

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ARTICLE XI
CONFIDENTIALITY/NON-DISCLOSURE

All Information disclosed to the **TALENT MANAGER** arising out of or as a result of this Contract shall be confidential in nature. The **TALENT MANAGER** shall be solidarily liable to **PAGCOR** for unauthorized disclosures made by its artist(s)/entertainer(s)/ performer(s), officers, employees, agents and other persons acting on the **TALENT MANAGER's** behalf.

The obligations stated in this Confidentiality Clause shall also apply to confidential information negligently, unintentionally or inadvertently disclosed by **PAGCOR** (its officers, employees, agents, and any other persons acting on its behalf) and to disclosures made by a **PAGCOR** officer, employee, agent, and other persons ordinarily acting on its behalf, in breach of his/her obligation or duty to **PAGCOR**.

ARTICLE XII
MISCELLANEOUS PROVISIONS

In the event that facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of **PAGCOR**, terminate the same.

No terms or conditions of this Contract shall be waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the **PARTY** affected.

This Contract, and the interests therein, may not be assigned or sub-contracted to another without prior consent of the other **PARTY**.

Any and all notices to be given pursuant to, or under this Contract, shall be sent to the **PARTY** to whom the notice is addressed at the address of the **PARTY** indicated in this Contract.

If any provision hereof is prohibited or made unenforceable under any applicable law or by a competent court or authority, the same shall not affect any other provision of this Contract, which are otherwise valid and enforceable.

The relationship between the **PARTIES** shall be limited to the performance of the terms and conditions of the Contract. Nothing in this Contract shall be construed to create a general partnership between the **PARTIES**, or to authorize any **PARTY** to bind the other except as set forth in this Contract, or to borrow money on behalf of another **PARTY**, or to use the credit of any **PARTY** for any purpose other than what has been set forth herein.

Any right or remedy conferred by this Contract upon the **PARTIES** shall not be exclusive of any other right or remedy of each **PARTY**, whether under this Contract or provided or permitted at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to it.

This Contract constitutes the entire agreement between the **PARTIES** pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the **PARTIES**. No supplement, variation or amendment of this Contract shall be binding unless executed in writing by the **PARTIES**.

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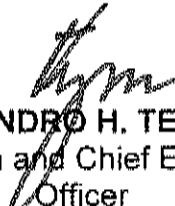
This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be considered as an original and all together shall constitute one Contract.

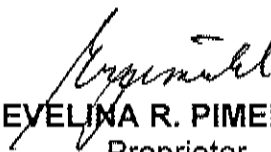
IN WITNESS WHEREOF, the parties hereto have signed these presents on this ____ day of _____, 2023 at the City of Manila, Philippines.

**PHILIPPINE AMUSEMENT AND
GAMING CORPORATION**
TIN: 033-000-887-972


**EVELINA R. PIMENTEL HOSTING
AND MANAGEMENT SERVICES**
TIN: 202-127-195-000

Represented by:


ALEJANDRO H. TENGCO
Chairman and Chief Executive
Officer
TIN: 114-275-668-000


EVELINA R. PIMENTEL
Proprietor
TIN: 202-127-195-000

Signed in the presence of:


ROWENA B. DIZON
Senior Vice President/Officer



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF MANILA)S.S

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, on this
_____ day of 9 APR 2023, 2023, personally appeared:

NAME

GOVERNMENT ID NO.

ALEJANDRO H. TENGCO

PASSPORT NO. P0803246C
Date of Issuance: July 5, 2022
Valid until: July 04, 2032
Place of Issuance: DFA-Manila

known to me to be the same persons who executed the foregoing Service Contract consisting of eleven (11) pages including this page, and who acknowledged to me that the same is his own free and voluntary act and deed as well as the free and voluntary act and deed of the entity he represents, he being duly authorized for this purpose.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Doc. No.: 356 ;
Page No.: 73 ;
Book No.: VIII ;
Series of 2023.
MCLE Compliance No. _____

ATTY. ANGEL M. ARIOT, FALCATA
NOTARY PUBLIC
FOR AND IN THE CITY OF MANILA
6TH FLR, NEW COAST HOTEL, MANILA CASINO
688 MIA DEL PILAR ST, SALAYE, MANILA
REG. No. 2023-000/Not. Lic. 12-31-2024
RPT. No. 68386/MANILA CHAPTER IV
MCLE Compliance No. VII-000000/Valid until 4-14-2025
PTR No. 0873647/Valid until 12-31-2023

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
CITY OF LANTANA

AFFIDAVIT

I, EVELINA RAMOS PIMENTEL, of legal age, single, Filipino, and residing at 3E HR BUILDING LAPU LAPU AVENUE, LONGOS MALABON CITY, after having been duly sworn in accordance with law, do hereby depose and state that:

E. Ramos Pimentel

1. I am the sole proprietor or authorized representative of EVELINA R. PIMENTEL HOSTING AND MANAGEMENT SERVICES with office address at 2ND FLOOR 779 M. NAVAL STREET, NAVOTAS EAST NAVOTAS CITY;
2. As the owner and sole proprietor, or authorized representative of EVELINA R. PIMENTEL HOSTING AND MANAGEMENT SERVICES, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for PROCUREMENT OF SERVICES FOR NIGHTLY ENTERTAINMENT OF SATELLITE OPERATIONS GROUP (SOG) 2,4 AND 5 -PERFECT DUO AND POISON IVY FOR JANUARY TO JUNE 2023 under ITB NO. SS23-01-018COR of the PHILIPPINE AMUSEMENT AND GAMING CORPORATION¹.as shown in the attached duly notarized Special Power of Attorney;
3. EVELINA R. PIMENTEL HOSTING AND MANAGEMENT SERVICES is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. EVELINA R. PIMENTEL HOSTING AND MANAGEMENT SERVICES is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. The owner or sole proprietor is not related to the Head of the Procuring Entity, members

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *EVELINA R. PIMENTEL HOSTING AND MANAGEMENT SERVICES* complies with existing labor laws and standards; and
8. *EVELINA R. PIMENTEL HOSTING AND MANAGEMENT SERVICES* is aware of and has undertaken the responsibilities as a Bidder:
- a. Carefully examine all the contents of the Request for Quotation;
 - b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Make an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the PROCUREMENT OF SERVICES FOR NIGHTLY ENTERTAINMENT OF SATELLITE OPERATIONS GROUP (SOG) 2, 4 AND 5 -PERFECT DUO AND POISON IVY FOR JANUARY TO JUNE 2023 under ITB NO. SS23-01-018COR of the PHILIPPINE AMUSEMENT AND GAMING CORPORATION
9. *EVELINA R. PIMENTEL HOSTING AND MANAGEMENT SERVICES* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code

Agumill

IN WITNESS WHEREOF, I have hereunto set my hand this 25 JAN 2023 day of CITY OF CAVENLA 2023 at CITY OF CAVENLA Philippines.


EVELINA RAMOS PIMENTEL
Affiant

25 JAN 2023
SUBSCRIBED AND SWORN to before me this ___ day of ___ at CITY OF CAVENLA, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. OSCA 10 # 24364-1 issued on JUNE 18, 2019 at NAVOTAS CITY

Witness my hand and seal this ___ day of _____.

NAME OF NOTARY PUBLIC _____
Serial No. of Commission Y. PIMENTEL
Notary Public for CITY OF CAVENLA until _____
Roll of Attorneys No. IBP NO. 17808-2019/20
PTR No. _____ Issued on _____ at _____
IBP No. _____ Issued on _____ at _____

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