

5456 00434 SOLICITOR & ADVOCATE Address... Value / 2 8 JUN 2007 10, OLD POST OFFICE STREET, CALCUTTA-High Court A Madan Gapalosolu Goldline Writing Instrument Ltd. Madan Gopal Sch 4822 Kalista Saha (Pad) السدرة الدالامال 2/1 Appreinitulta Bogon Linky Motor Hooghly Som of sure mother Alchid. & Muful (Bellinste -7 JUL 2007

FIRST PART AND M/S. JHAHAK DEVELOPERS PVT. LTD. a Private Limited Company under the meaning of Companies Act, 1956 having its registered office at 3A, Auckland Place, P. S. Shakespeare Sarani, Kolkata-700 017 represented by one of its Directors Alok Jhabak son of Late Hira Lal Jhabak residing at 4, Ho-Chi-Minh Sarani, 8th Floor, Flat No. 8D, & 8E, Kolkata-700 071 who is authorized empowered and competent by a resolution passed at the meeting of the Board of Director of the said Company held on 22.5.2007 to sign and execute this agreement and also complete transaction on behalf of the said company hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Directors, Successors, Successorsin-office and assigns) of the SECOND PART. AND SMT. SIKHA GANGULY wife of Sri Rabin Kumar Ganguly AND RABIN KUMAR GANGULY son of Late Naresh Chandra Ganguly both by Caste Hindu by occupation Housewife and Business respectively both residing at 72, Kotrung Ghosh Para, Hindmotor, District - Hooghly hereinafter collectively referred to as the CONFIRMING (which expression shall unless excluded by or PARTIES - GROUP - I repugnant to the context be deemed to mean and include their respective heirs executors administrators representatives and assigns) of the THIRD PART AND M/S. GOLDLINE WRITING INSTRUMENT LTD. Limited Company under the meaning of Companies Act, 1956 having its registered office at 8/1, Lal Bazar Street, P. S. Hare Street, Kolkata-700 001 represented by one of its Directors Madan Saha son of Late Madhusudan Saha residing at 507/107, Jessore Road, P.S. Dum Dum, Kolkata-700 074 who is authorized empowered and competent by a resolution passed at the meeting of the Board of Director of the said Company held on 31.8.2005 to sign and execute this agreement and also complete this transaction on behalf of the said company hereinafter referred to as the CONFIRMING PARTY- GROUP - II (which expression shall

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unless excluded by or repugnant to the context be deemed to mean and include its Directors, Successors, Successors-in-office and assigns) of the **FOURTH PART.** 

whereas one Birendra Kumar Paul was originally seized and possessed of or otherwise well and sufficiently entitled to All That piece or parcel of Rayati Sthitiban Satwia brick field landed property containing a total area measuring about 1 Acre .739 Sahasransa equivalent to 106 Cottahs more or less situate lying at and being premises No. 35B, G. T. Road, P.S. Uttarpara within Uttarpara Kotrung Municipality comprising in Mouza Bhadrakali, J. L. No. 9, 1708

R.S. Khatian No. 747/2, (Old 2628/1), Dag Nos. 1707, 1709, 1710, 1711, 1713

1712, 1718 and 1719 L.R. Dag Nos. 4117, 4118, 4119, 4120, 4121, 4122 and 4123

P.S. Uttarpara, under Sub-registration Office Serampore, District-Hooghly free from all encumbrances (hereinafter referred to as the said land and property)

AND WHEREAS the said Birendra Kumar Paul died intestate on 14.2.1983 leaving behind him surviving his wife Smt. Nilima Paul and one married daughter Smt. Kabita Saha (Paul) the vendor herein as his sole heiresses and legal representatives under Hindu Succession Act, 1956 by which the said deceased was governed during his life time and at the time of his death and consequent upon the death of the said deceased the said Smt. Nilima Paul and Smt. Kabita Saha (Paul) the vendor herein became the joint and absolute owners of the said land and property in equal and moity share free from all encumbrances.

AND WHEREAS the said Smt. Nilima Paul died intestate on 9.12.1999 leaving behind her only married daughter Smt. Kabita Saha (Paul) the vendor herein as her sole heiress and legal representative under Hindu Succession



Act, 1956 by which the said female deceased was governed during her life time and at the time of her death and consequent upon the death of the said deceased the said Smt. Kabita Saha (Paul) the vendor herein has became the sole and absolute owner of the said land and property free from all encumbrances.

**AND WHEREAS** the said Birendra Kumar Paul, his wife Namita Paul and the Vendor and their predecessors and successors all along were and are guided by the School of Dayabhaga Hindu Law.

**AND WHEREAS** the vendor is thus seized and possessed of or otherwise well and sufficiently entitled to as the absolute owner of the said land and property free from all encumbrances.

**AND WHEREAS** the said land and property has been demised on Lease / tenancy for carrying out a brick field business and /or for making brick for a term of 10 years commencing from 1st day of Kartick 1386 to Sri Joydeb Kumar Paul under the terms and covenant mentioned in a Memorandum of agreement dated 29.10.1979.

AND WHEREAS the said term of Lease / tenancy having been expired the Lessee / tenant Sri Jaydeb Kumar Paul without vacating the said demised land and property has instituted fraudulently a suit for declaration and injunction for holding over of the possession of the said leasehold demised land and property but is not paying any monthly rent or any amount on whatsoever account to the vendor and the said suit being Title Suit No. 163 of 2001 is pending before the Civil Judge (Jr. Divn.) 1st Court, Serampore, against the Vendor.



AND WHEREAS the vendor appointed Smt. Sikha Ganguly and Sri Rabin Kumar Ganguly the Confirming Parties - Group - I as her Constituted Attorneys with all General Power empowering them to take possession of the said land and property, sign execute and enter into all Agreement Conveyance Lease Mortgage transfer and other Deed instrument and documents and to sale or otherwise dispose of the said land and property by virtue of a registered General Power of Attorney dated 11.5.2005 bearing Book No.IV, Deed No. 2538, for the year 2005 with the Addl. Registrar of Assurance - III, Kolkata and received collect and accept all money, issues, consideration and profit arising out and in respect of the said land and property.

AND WHEREAS the vendor through her constituted Attorney being the confirming parties Group-I having desire to sale her said land and property and the Confirming Party-Group-II coming to know of such intention of the Vendor negotiated with the Vendor through the Confirming Parties - Group - I herein whereupon they have agreed to sale and the Confirming Party- Group-II agreed to purchase in its name and/or in the name of its nominee/s the said land and property and thereby hath by an agreement for sale dated 10th September, 2005 made between Smt. Kabita Saha ( Paul ) represented by her Constituted Attorneys Smt. Sikha Ganguly and Rabin Kumar Ganguly the the Confirming Parties - Group - I mentioned of the One part and M/s. Goldline Writing Instrument Ltd. the Confirming Party- Group-II herein mentioned of the Other Part and registered with the Addl. Registrar of Assurance-III, Kolkata in Book No.1, vide Sl. No. \$6984 dated 10.9.2005 the Vendor through the Confirming Parties - Group - I has agreed to sale and the Confirming Party-Group-II as Purchaser has agreed to purchase in its name and/or the name of its nominee/s ALL THAT the said land and property total measuring about 1 Acre .739 Sahasransa equivalent to 106 Cottahs more or less of land

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morefully described in the Schedule hereunder written in fee simple in possession or an estate equivalent thereto at and for a price of Rs.50 Lakhs (Rupees fifty Lakhs) only (hereinafter referred to as the said land and property) free from all encumbrances and obtained Rs.6 Lakhs as earnest and part payment of the total consideration on the date of entering into the said agreement for sale and further Rs.4 Lakhs by way of further part payment of the total consideration money from the Confirming Party – Group-II herein and the Vendor through the Confirming parties Group-I herein duly acknowledged the receipt of the said earnest and part payment of the said amount of Rs. 10 Lakhs and have agreed to follow and comply with the terms of the said registered agreement for sale dated 10th September, 2005.

AND WHEREAS under the said Agreement for sale dated 10th September 2005 the Purchaser being the Confirming Party Group-II have been given liberty to negotiate with the occupiers of the said land and property namely Jaydeb Kumar Paul and also to defend the said Civil Suit under Title Suit No. 163 of 2001 as pending against him before the Ld. Civil Judge, Jr. Division, First Court, Sreerampore and inspite of negotiation and discussion the said Joydeb Kumar Paul has not yet vacated the said land and property and the said suit is still pending in the mean time almost two years have passed away and the market price of the land in the said locality has grown up.

and whereas the Vendor through the Confirming Parties Group-I have approached the Confirming Party-Group-II (the purchaser under agreement for sale) to increase the price of the said land and property considering the grown up value in the market while the Confirming Party – Group-II also having intended to nominate and assigned its right of purchase to several different Company / Buyers thereby amicably has settled and agreed between the parties (a) the consideration price of the said entire land and property will be increased



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from Rs.50 Lakhs to Rs.70 Lakhs, (b) the said land and property shall be sold out subject to the said occupier Joydeb Kumar Paul in occupation thereof with the assignment of the pending Civil Suit against him being Title Suit No. 163 of 2001 before the Ld. Civil Judge, Jr. Division, First Court, Sreerampore and (c) the Confirming Party Group-II shall be at liberty to nominate assign and transfer its right of purchase under agreement for sale dated 10.9.2005 to as many as nominees and/or buyers at its sole choice and discretion to whom and/or each of them and their favour the Deed/s of Conveyance shall be executed and registered directly by the Vendor with due consent and concurrent of the Confirming Parties-Group-I at the total price of Rs.70 Lakhs the payment thereof would be received in piecemeal in respect of the undivided share to be acquired by the respective Buyers in respect of the said land and property.

AND WHEREAS by virtue of and/or pursuant to the terms and provision of the said agreement for sale dated 10.9.2005 and further agreement and understanding as aforesaid between the parties the Confirming Party-Group-II has nominated assigned and transferred its right of purchase to 14 different Companies including the Purchaser herein each will purchase an undivided 1/15th part or share of the said land and property at the price of Rs.4,66,666/- and the remaining undivided 1/15th part or share of the said land and property will be purchased by the Confirming Party-Group-II at a price of Rs.4,66,676/- and the excess payment under the Agreement for sale dated 10.9.2005 shall be refundable by the Vendor through the Confirming Parties-Group-I to the Confirming Party-Group-II.



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AND WHEREAS the vendor has agreed to sale and transfer and the purchaser herein has agreed to purchase ALL THAT an undivided 1/15th part or share of the said land and property at a price of Rs.4,66,666/- subject to the occupation of the said Jaydeb Kumar Paul together with all benefit and assignment of the Civil Suit under Title Suit No. 163 of 2001 as pending before the Ld. Civil Judge, Jr. Division, First Court, Sreerampore but otherwise free from all encumbrances.

AND WHEREAS the Vendor made representations, warranties and declares that:

- Since acquiring the right title interest in the said land and property the Vendor is the absolute owner thereof and applied and obtained mutation and recorded her name in the Record of right and in Settlement record with B.L. & L.R.O. Sreerampore as well as in the record of the Uttarpara Kotrang Municipality as the Owner of the said land and property and has been paying the revenue, rates and taxes and all statutory liabilities as payable in respect thereof.
- ii) The Vendor has not received any notice from any authority for acquisition or requisition and declare that the said land and property is not affected by any scheme or notice of acquisition or requisition of Government or any other statutory body.
- iii) Save as mentioned hereinabove and since acquiring the right title interest of the said land and property the Vendor has not at any time





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done or executed or knowingly suffered or been made parties or done any act, deed, matter or thing whereby the said land and property can or may be impeached encumbered or affected or defected in title.

- iv). The Vendor has now good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure all and singular the said land and property as in the manner is being sold transferred and conveyed the said land and property by these presents.
- v) Save as aforesaid and pending of the Title Suit No. 163 of 2001 as against the Vendor the said land and property is now free from all other claims, demands, encumbrances mortgages, charges, liens, attachments, lispendens, usages debutters, trusts, prohibitions, Income Tax attachments financial institution charges and liabilities whatsoever or howsoever made or suffered by the Vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the Vendor or the Vendor's predecessor in title further the said land and property is not affected by or subject to any personal for securing any financial accommodation.

agreement and in consideration of a sum of Rs.4,66,666/- (Rupees Four Lakhs Sixty six thousand six hundred and sixty six) only to the Vendor through the Confirming parties Group-I paid by the Purchaser on or before the execution of these present (the receipt whereof as per memo of consideration hereunder written the Vendor as well as the Confirming parties Group-I do hereby admit and acknowledge the same of and from the Purchaser and every



part thereof the Vendor with due consent and concurrent of the Confirming parties - Group-I do hereby release it the Purchaser) the Vendor with due consent and concurrent of the Confirming party Group-II do hereby grant sell convey and transfer and assign and assure absolutely and forever unto the Purchaser its successor, successor-in-office representatives and assigns free from all encumbrances ALL THAT undivided 1/15th part or share in All That piece or parcel of Rayati Sthitiban Satwia brick field together with brick built structure as standing thereon containing a total area measuring about 1 Acre 739 Sahasransa equivalent to 106 Cottahs (thus 1/15th thereof i.e. 7 Cottahs 1 Chittack and 3 sq.ft. ) more or less situate lying at and being premises No. 35B, G. T. Road, P.S. Uttarpara within Uttarpara Kotrung Municipality comprising in Mouza Bhadrakali, J. L. No. 9, Khatian No. 747/2, (Old 2628/1), Dag Nos. 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1718 and 1719 L.R. Dag Nos. 4117, 4118, 4119, 4120, 4121, 4122 and 4123 P.S. Uttarpara, under Sub-registration Office Serampore, District-Hooghly morefully described in the schedule hereunder written and for the sake of brevity the said undivided 1/15th part or share in the said land and property.

OR HOWSOEVER OTHERWISE the said land and property or any part thereof now are or is or heretofore were or was situated tenanted butted bounded called known numbered described or distinguished TOGETHER WITH all benefit advantage and right to proceed and assignment of the said title suit No. 163 of 2001 pending before the Ld. Civil Judge, Jr. Divn. 1st Court Sreerampore against the Vendor subject to the occupation of the occupier Joydeb Kumar Paul in the said land and property to deal with him at the sole risk and responsibility of the purchaser TOGETHER WITH all yards courts yards areas sewers drainage ways paths passages waters water courses lights



rights liberties privileges easements and appurtenances whatsoever to the said land and Property belonging to or in anywise appertaining or usually held or enjoyed therewith or reputed to belong to or be appurtenant thereto AND ALL THE ESTATE right title interest claim and demand whatsoever of the Vendor into or upon the said land and property or any part thereof TOGETHER WITH all deeds and muniments of title whatsoever in anywise relating to or concerning the said land and property or any part thereof which now are or hereafter shall or may be in the possession power or control of the Vendor her heirs executors administrator representatives and assigns or any other person or persons from whom she or they or any of them may procure the same without any action or suit TO HAVE AND TO HOLD the said land and property hereby granted sold or expressed so to be UNTO AND TO THE USE of the Purchaser its successor, successor-in-office representatives and assigns absolutely and forever AND THE VENDOR doth hereby for herself for her heirs executors administrators representatives and assigns covenant with the Purchaser its successor, successor-in-office representatives and assigns that notwithstanding any act deed or thing by the Vendor (or by any of her ancestors) done executed or knowingly suffered to the contrary she the Vendor is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land and property hereby granted or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT notwithstanding any such act deed or thing whatsoever as aforesaid the Vendor has now in herself absolute right and full power and absolute authority to grant sell and transfer absolutely and for ever free from all encumbrances the said land and property hereby granted sold and transferred or expressed so to be unto and to the use of the Purchaser its successor, successor-in-office





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representatives and assigns shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said messuage hereditaments land and property and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for her ( or from or under any of her ancestors). AND THAT free and clear and freely and clearly and absolutely discharge save harmless and keep indemnified against all estate and encumbrances created by the Vendor (or by any of her ancestors) or any person or persons lawfully or equitably claiming under or in trust for her. AND THAT the Vendor and all person or persons having or lawfully claiming any estate or interest in the said land and property or any part thereof from under or in trust for the Vendor (or any of her ancestors) shall and will from time to time and at all times hereafter at the request and costs of the Purchaser its successor, successor-in-office representatives and assigns do and execute or cause to be done or executed all such acts deeds and things whatsoever for further and more perfectly assuring the said land and property and every part thereof unto and to the use of the Purchaser its successor, successor-in-office representatives and assigns in manner aforesaid as shall or may be reasonably required AND THAT the Purchaser shall be entitled to get its name mutated in the Settlement Record of right, and Uttarpara Kotrung Municipality and all other records of Government Private or Public Body or Body Corporate as the absolute owner of the said land and property.

# THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS

 That all right title and interest as sole Vendor of the said land and property as held or enjoyed by the Vendor and conveyed herein subsists and



the Vendor has good right as lawful owner with full and absolute power and authority to convey transfer assure and assign the said land and property hereby sold and transferred every part thereof unto and to the use of the Purchaser in the manner as aforesaid and the Vendor further declares that he has not dealt with the said land and property in any manner whatsoever with any person whatsoever till date with any one else in respect of her said land and property save and except with the Purchaser herein.

- 2. That the Purchaser shall has the right to mutate its name in the Settlement record of right and Uttarpara Kotrung Municipality and any other public bodies or offices for the said land and property hereby conveyed and transferred to them by necessary application, proceedings with the competent authority and/or court without any objection from the Vendor.
- 3. That it shall be lawful for the Purchaser at all times hereafter quietly hold, possess and enjoy and enter into and upon the said land and property hereby sold conveyed and transferred unto the Purchaser and every part thereof and receive the rents issues and profits thereof without any interruption claim or demand whatsoever by the Vendor or any person claiming through under or in trust arising through or for her.
- 4. That the said land and property hereby conveyed and transferred is freed, exonerated and discharged from all encumbrances charges, lispendences, debts liabilities and the Vendor fully or otherwise and sufficiently and clearly and absolutely discharges, saved harmless and keep indemnified and/or has agreed to indemnify for consequences against all manner of encumbrances, charges, liens and demands claims and other defects in title whatsoever created and/or occasion so arises directly or indirectly existing or made by the Vendor or any of her predecessors in title or any person claiming or entitled to

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claim in any manner through under or in trust for the Vendor or any of her predecessor in title.

5. That the Vendor and every person or persons claiming any estate right title or interest through the Vendor shall and will at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute register all deeds documents and papers to make more perfect and assuring the said land and property in favour of the Purchaser and to do and perform all such further or other acts deeds matters and things whatsoever for further better and more perfectly assuring her full rights of ownership free from all encumbrances upon the said land and property in favour of the Purchaser.

#### SCHEDULE ABOVE REFERRED TO:

ALL THAT undivided 1/15th part or share in All That piece or parcel of Rayati Several 2.T. of the Several 2.T. Several 2.T. of the Several 2.T. of

ON THE NORTH: By ditch (narrow canal) leading to River Hooghly

ON THE SOUTH: By Play ground;

RS

ON THE EAST: By Hooghly River;

ON THE WEST: By G. T. Road;





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**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

BY THE VENDOR IN THE PRESENCE OF :

Kaleita Saha (Pal)

1. Alleger - Muser V 21, Krend un suffungio -Ami Mara -2. Sasanna Scalaros

SIGNED SEALED AND DELIVERED

Jhabak Developers Pvt.Ltd.

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Director

1. Allijet Mufuelt. 2. Sesance Sankon

SIGNED SEALED AND DELIVERED

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BY THE CONFIRMING PARTIES-

GROUP-I IN THE PRESENCE OF:

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1. Abbijet Majuhr. 2. Sosawosbuchar og

SIGNED SEALED AND DELIVERED

BY THE CONFIRMING PARTY-

GROUP-II IN THE PRESENCE OF:

Goldline Writing Instrument Lta

Maden Gapal Sohn

Director

1. Abiejit Mobil..

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-7 JUL 2007

Received the day month and year first above written from the within named Purchaser the within-mentioned sum of Rs 4,66,666/- (Rupees Four Lakhs Sixty Six thousand Six hundred and sixty six ) only being the full and final consideration money as per Memo of consideration below.

#### MEMO OF CONSIDERATION

1. By Pay Order No. 051631 dt. 6/7/2007 con shabay Drawn on Garden Charley, N.S. Road Br. Kolkata in favour of Smt Sikha Ganguly the Confirming Parties- Group-I

Rs.2,33,333/-

2. By Pay Order No. 051640 dt. 6/7/2007.

Acoy Thabau Drawn on Stewers Charten, N. S. Road Br.

Kolkata in favour of Rabin Kumar Ganguly the

Confirming Parties- Group-I

Rs.2,33,333/-

Total......Rs.4,66,666/-

(Rupees Four Lakh Sixty six thousand six hundred sixty six ) only.

WITNESSES:

1. Albijst Matul.

2. Savana Sendara

10, ald Post office St.

Kolkala - 700001

Kaleita Saha (Pal)

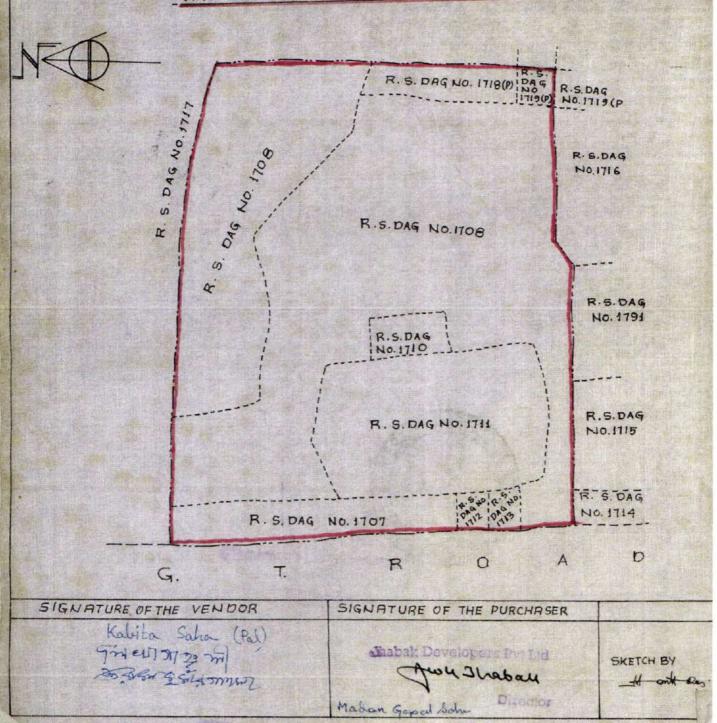
(Vendor)

(Confirming parties - Group-I)



8c 2018 -7 JUL 2007 SITE PLAN OF BRICK FILD UNDER UTTARPARA KOTRUNG MUNICIPALITY AT R. S. DAG NO. 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1718 (P) AND 1719 (P) KHATIAN NO. 2628/1, J.L.NO.9 L.R. DAG NO. 4117, 4123, 4122, 4121, 4120, 4118 AND 4119, MOUZA BHADRAKALI, P.S. UTTARPARA, DIST. HOOGHLY SCALE: 1" 50'-0"

AREA: - 106-K, O-CH, O-SQ.FT (MORE OR LESS)



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## SPECIMEN FORM FOR TEN FINGERPRINTS

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DATED : THIS THE 7 DAY OF July 2007

BETWEEN

SMT. KABITA SAHA (PAUL)

VENDOR.

AND

M/S. JHAHAK DEVELOPERS PVT. LTD.

PURCHASER.

AND

SMT. SIKHA GANGULY & ANR.

CONFIRMING PARTIES - GROUP - 1.

AND

M/S. GOLDLINE WRITING INSTRUMENT LTD.

CONFIRMING PARTY - GROUP - II.

CONVEYANCE

SRI ACHINTYA MP. DUTT SOLICITOR & ADVOCATE, 10, OLD POST OFFICE STREET, 1<sup>ST</sup> FLOOR, ROOM NO. 26. KOLKATA - 700 001.

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