

17 May 11-11-11



21-11-11
 21-11-11

पश्चिम बंगाल WEST BENGAL

408469

g(a) - 15.25
 g(b) - 16.50
 x - 84.10

 115.75



COST OF CERTIFIED COPY

Fees Paid -
 F(1) + F(2) - 4.00
 G(a) + G(b) - 31.75
 Plan - 84.00
 Xerox - 20.00
 Stamp - 20.00

 Total - 139.75

(Rupees One hundred thirty-nine & paise seventy-five only)

Case No. 6315 Date: 24/6/16

[Signature]
 DISTRICT RECORD KEEPER
 1/7/16

5000Rs.



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hereinafter called "the VENDORS" (which expression shall unless excluded by or there be something repugnant) to the subject or context be deemed to include its Successor or Successors and the present partners and their respective heirs executors administrators and legal representative) of the FIRM PART A. M. D. SRI SANADH PARUI, (2) SHIB CHANDRA PARUI, (3) PARESH CHANDRA PARUI, (4) RAMESH CHANDRA PARUI and (5) SRI KRISHNA DHAN PARUI all sons of Late Uttam Chandra Parui and (6) SAMIR KUMAR PARUI son of Sri Shih Chandra Parui for selves and as partners of PARUI & CO., a Registered Partnership Firm having its offices and factory at Bakarda Road, P.O. Basara, P.S. Domjur, District Howrah. hereinafter jointly called " the CONFIRMING PARTNER" (which expression shall unless excluded by or there be something

5000Rs



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something repugnant to the subject or context be deemed to include them and each of their respective heirs executors administrators and legal representatives) of the SECOND PART AND M/S. SUGEL TEA MACHINERY PRIVATE LIMITED, a Company registered under the Companies Act, 1956 and having its Registered Office at No. 1 & 2 Old Court House Corner, Calcutta-700 001, hereinafter called "the PURCHASER" (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to include its successor or successors in interest and assigns) of the THIRD PART.

WHEREAS by a Legal Notice dated 27th Kartick, 1364 B.S.,

5000Rs.



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corresponding to 13th day of November, 1957 executed between (1) Hafisar Baharan Piyada, (2) Masstt. Ummejno Bibi for self and on behalf of her minor son Supiya Rahman Piyada as Vendors therein and (1) Sri Sahadeb Parui, (2) Sri Krishna Dhan Parui, (3) Sri Shib Chandra Parui, (4) Sri Paresh Chandra Parui and (5) Sri Ramesh Chandra Parui as Purchasers therein registered in Book No.1, Volume No. 38, Pages 274 to 276, Beina. No.8818 for the year 1957 the said (1) Sahadeb Parui, (2) Sri Krishna Dhan Parui, (3) Sri Shib Chandra Parui, (4) Sri Paresh Chandra Parui and (5) Sri Ramesh Chandra Parui purchased all that piece or parcel of land situated on the Western side measuring 127' feet in length from South to North and 18' feet in width from East to West in all measuring 4 $\frac{1}{2}$ decimal equivalent to 2 Cottahs 10 chittaks along with

5000Rs.



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with Seven Coconut trees being a portion of 50 decimal of land in Dag No. 662, Khatian No.1406, Touzi No. 3989 in Mouza Bankra, Pargana Khalore, P.S. & Sub-Registry Domjur, District Howrah, the proportionate rent for the same is -/7/-8 (Seven annas Eight Pies) at and for the consideration mentioned therein :

AND WHEREAS by another Bengali Cobala dated 24th Pous. 1351 B.S. corresponding to 8th day of January, 1938 executed between Mansul Haque Baskar as Vendor therein and Sri Sahadeb Parui, Sri Shih Chandra Parui, Sri Paresch Chandra Parui, Sri Ramesh Chandra Parui and Sri Krishna Ghan Parui as Purchasers therein registered in Book No.1 Volume No. 3, Pages 252 to 256, Being No. 56 for the year 1933 with the Sub-Registrar of Domjur, District Howrah, the

5000Rs.



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the said Sri Sahadeb Parui, Sri Shib Chandra Parui, Sri
Jyeshth Chandra Parui, Sri Samesh Chandra Parui and Sri
Krishna Dhan Parui purchased in all four plots of land
consisting of All those (1) the piece or parcel of land
measuring .04 decimal in Dag No. 658 Khatian No. 1223,
(2) Danga land with trees measuring .07 decimal in dag
No. 659, Khatian No. 1223, (3) Danga land with trees
measuring .15 decimal in Dag No. 661/2107, Khatian No.1223
the said three plots totalling .26 decimals in J.L.No.55 in
Mousa Bankra, P.S. & Sub-Registry Domjur, District Howrah
proportionate rent payable Rs. 2/- and (4) Danga land along
with trees measuring .24 decimal in Dag No. 661, Khatian
No. 1398, J.L.No.55 in Mousa Bankra, P.S. and Sub-Registry
Domjur, District Howrah, proportionate rent payable is 10/-

5000Rs.



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(Ten Annas) at and for the consideration mentioned therein and the said four plots of land in all are measuring .50 decimals; became the properties of the said Sri Sahadeb Parui, Sri Shib Chandra Parui, Sri Parash Chandra Parui, Sri Ramesh Chandra Parui and Sri Krishna Dhan Parui.

AND WHEREAS by a Bengali Cobala dated 21st aswin, 1365 B.S. corresponding to 8th day of October, 1958 the said Sri Sahadeb Parui, Sri Shib Chandra Parui, Sri Parash Chandra Parui, Sri Ramesh Chandra Parui and Sri Krishna Dhan Parui sold and delivered to Smt. Minati Mukherjee All That 7 Cottahs 6 Chittacks and 40 Sq.ft. out of .24 Satak in Dag No. 661, Khatian No. 1398, J.L.No. 65 in mouza Rankra, P.S. and Sub-Registry Domjur, District Howrah with the right to use the 15 feet wide Road constructed by the

5000Rs.



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the Vendor on 2 Cottahs 10 Chattaeks in Dag No.662 and 1 Cottahs 9 Chittaeks 30 Sq.ft. in Dag No. 661 and for the consideration mentioned therein which includes half of the share of costs of construction of the Road and price of the Electric Posts fixed therein.

AND WHEREAS by Bengali Cobala dated 10th Magh, 1368 B.S. corresponding to 24 th day of January, 1963 executed between (1) Habibur Rahaman Laskar, (2) Must Khatomomessa Bibi, (3) Must Sahidenessa Bibi, (4) Must Umehani alias Umehanu Bibi as Vendors therein and Sri Sahadeb Parui, Sri Shib Chandra Parui, Sri Paresh Chandra Parui, Sri Ramesh Chandra Parui and Sri Krishna Dhan Parui as Purchasers therein registered in Book No.1, Volume No.7, Pages

5000Rs



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Pages 150 to 156, Being No. 210 for the year 1962 with the Sub-Registrar Domjur, District Howrah the said Purchasers therein purchased in three plots of land consisting of (i) All that the piece and Parcel of Danga land measuring .06 decimals in Dag No. 656 Khatian No. 1393, R.S.No. 1954, J.L.No. 55 in Mouza Bankra, Domjur, Howrah rent 0.50 p. (ii) All that piece or parcel of Danga land with trees in Dag No.660, Khatian No. 336 measuring .29 decimals in Mouza Bankra, Sub-Registry Domjur, Sadar Pargana Khalore and Boro, District Howrah, Rent Re 1/- and (iii) All That piece or parcel of Danga land with trees measuring .15 decimals in Dag No.657, Khatian No. 1203 in Mouza Bankra, Domjur, District Howrah aggregating to .50 decimals at and for the consideration mentioned therein.

AND WHEREAS by Bengali Cobala dated 16th Sraban, 1370 B.S. corresponding to 2nd day of August, 1963 executed

5000Rs.



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executed between Ali Ahmed Laskar, (2) Tajir Ahmed Laskar (3) Rakib Ahmed Laskar (4) Subid Ahmed Laskar, (5) Must. Marjina Khatun, (6) Must Fuljan Bibi, (7) Must Rabiya Khatun, (b) Must Halima Khatun as Vendors therein and (1) Sahadeb Parui, (2) Shib Chandra Parui, (3) Paresh Chandra Parui, (4) Ramesh Chandra Parui and (5) Krishna Dhan Parui as Purchasers therein registered in Book No.1, Volume No. 36, Pages 238 to 241, Being No. 2955 for the year 1963 registered with the District Registrar, Howrah, the Purchasers therein purchased All that the pieces or parcel of Danga land with trees measuring 37½ decimals out of .55 decimals in Dag No. 637 Khatian No. 1364, Tausi No.3989, R.S. No. 1954, J.L.No. 85 in Mouza Bankra, P.S. & Sub-Registry Doojur, District Howrah, Pargana Khalore proportionate rent

5000Rs



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rent payable to the Collectorate of Howrah Rs. 2/- alongwith the rent of Dag.

AND WHEREAS the said (1) Sri Sahadeb Parui, (2) Sri Shib Chandra Parui, (3), Sri Paresh Chandra Parui, (4) Sri Ramesh Chandra Parui and (5) Sri Krishna Dhan Parui became the joint and absolute owners in respect of all that 1.32 Acres equivalent to 3 Bighas 13 Cottahs 14 Chittacks and 42 Sq.ft of land more or less in Mouza Bankra, Sub-Registry Domjira District Howrah.

AND WHEREAS out of the said 1.32 Acres of land the said Sahadeb Parui, Shib Chandra Parui, Paresh Chandra Parui, Ramesh Chandra Parui and Krishna Dhan Parui sold out 7 Cottahs 6 Chittacks and 40 Sq.ft. equivalent to .12 decimals

5000Rs



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ore or less. Together with all easement rights as mentioned
in the said recited Bengali Gobala dated 8th day of October,
1968 to Sat. Minati Mukherjee.

AND WHEREAS the said Sahadeb Parui, Shib Chandra Parui
Parash Chandra Parui, Ramesh Chandra Parui and Krishna Dhan
Parui thus became the joint and absolute owners in respect
of remaining 1.20 Acres equivalent to 72 Cottahs 8 Chittacks
and 2 Sq.ft. of land free from all encumbrances whatsoever
and hereinafter for the sake of brevity referred to as
"the said premises" more fully and particularly shown in
Map or Plan annexed hereto and thereon bordered "RED".

AND WHEREAS the said Sahadeb Parui, Shib Chandra Parui

5000Rs



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Paresh Chandra Parui, Ramesh Chandra Parui and Krishna Dhan Parui entered into a Deed of Partnership on the 14th day of April, 1962 registered with the Sub-Registrar of Assurances at Domjur in Book No. IV, Volume No.2, Pages 73 to 77, Being No.58 for the year 1962 and formed a Partnership Firm under the name and style of Parui & Co. and carrying on its business at Makardha Road, P.O. Bankra, P.S.Domjur, Howrah and in which they threw the said premises as assets of the said partnership firm and they agreed mutually that the said premises will be treated as the assets of the said Parui & Co. and they treated all the aforesaid lands and assets as the properties and assets of the said firm Parui & Co. and used the same for the purposes of the business of Parui & Co. and thus the said firm became absolute owner of the said lands and assets.

5000Rs.



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AND WHEREAS the said Sanadeb Parui, Shib Chandra Parui, Paresh Chandra Parui, Ramesh Chandra Parui and Krishna Dhan Parui at the costs of the said Parui & Co. had erected structures to set up a factory on the said premises.

AND WHEREAS by another Deed of Partnership dated 15th day of APRIL, 1975 registered with the Sub-Registrar of Assurance at Domjur in Book No.IV, Volume No.2. Pages 21 to 25 Being No.22 for the year 1975 the said Sanadeb Parui, Shib Chandra Parui, Paresh Chandra Parui, Ramesh Chandra Parui and Krishna Dhan Parui admitted Sanir Parui as a Partner in the said partnership firm known as Parui & Co. and the ratio of the profits and losses were changed and it was also mutually agreed by all the said six partners that

5000Rs



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that the said lands structure and premises will be continued to be treated and admitted as the assets of the said Parul & Co. and the said firm continued to be owner thereof.

AND WHEREAS the Vendors since then divided the said premises in separate lots being Lot 'A' and Lot 'B' which are more fully shown and delineated in the Map or Plan annexed hereto and thereon coloured "Yellow" and "Blue" respectively together with the common passage coloured "green" thereon.

AND WHEREAS by an indenture dated 11th day of July 1990 the Vendors have sold and delivered Lot 'A' measuring 17 cottahs 4 Chattaaks and 38 Sq.ft. to one M/s. Sharpedge S S Ring Pvt. Ltd. with the right of user of the 15' wide passage leading from the main Makarda Road, to the entrance of the

5000Rs



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The factory premises alongwith the right to have the electricity for the purpose of running the factory structures in Lot 'A' from the Transformer in Lot 'B' installed thereon by the West Bengal State Electricity Board of at and for the consideration mentioned therein.

AND WHEREAS the said six partners of Farui & Co., have offered for sale of the entire land with structures standing in the said premises together with their right title and interest in the strip of land leading from Main Makarda Road, to Lot 'B' as also upto the gate of Lot 'A' measuring about 15' in width all through together with one Transformer being serial number G/15/16159 complete with all fixtures and fittings being installed in the portion of land coloured

5000Rs.



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coloured "orange" being installed in land comprised in Lot 'B' being the factory premises of Parul & Co. at or for the price of Rs. 7,23,000/- (Rupees Seven lacs twenty three thousand only) which are more fully set out and described in the Schedule hereunder and delineated in the Map or Plan annexed hereto and thereon coloured 'Blue', "Green" and "Orange" respectively free from all encumbrances whatsoever.

AND WHEREAS the Purchasers herein has accepted the offer for sale made by the Vendors and has agreed to purchase the entirety of said premises marked Lot 'B' in the said premises measuring 50 Cottahs 15 Chhattaks and 24 Sq.ft. and together with the 15' strip of land leading from main Makardah Road to the entrance of Lot 'B' measuring 4 cottahs 3 Chhattaks 30 Sq.ft. and together with transformer being No.0/15/16159

5000Rs.



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complete with all fixtures and fittings together with sheds structures and buildings more fully set out and particularly described in the Schedule thereunder written and shown in the Map or Plan annexed hereto and thereon and out of the total consideration money of Rs. 7,23,000/-, the purchaser paid Rs. 1,00,000/- (one Lac) only towards earnest money to the Vendors by virtue of an unregistered agreement of sale executed on 21st May 1990 between the parties.

NOW THIS INDENTURE WITNESSETH that in consideration of payment of Rs. 1,00,000/- (One Lac) towards earnest money in terms of the said agreement dated 21st May, 1990 and in consideration of the balance sum of Rs. 6,23,000/- (Rupees Six lacs twenty three thousand) only paid by the Purchaser to the Vendors or before the execution of these presents (the

5000Rs.



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the receipt whereof the Vendors do hereby admit and acknowledge
and discharge and release the said premises and every part
thereof as also the Purchaser) they the Vendors do hereby
sell grant convey assign and assure unto the Purchaser and
the Confirming parties herein confirm the same ALL THAT the
piece or parcel of land measuring 50 cottahs 15 Chittacks and
4 Sq.ft. be the same a little more or less comprised in and
being Lot 'B' of the said premises more fully delineated in
the Map or Plan annexed hereto and therein coloured 'Blue'
TOGETHER WITH the 15' wide strip of land which is used as
passage for ingress in and egress out from the main Makardah,
and to the Main entrance of Lot 'B' measuring 4 cottahs
Chattaks 30 Sq.ft. fully delineated in the Map or Plan
annexed hereto and thereon coloured 'Green' TOGETHER WITH all

5000Rs.



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all their right title and interest in all that one Transformer bearing serial No. 0/15/16159 complete with all fixtures and fittings lying installed in the portion of land and structure coloured Orange being part of the land and structures in Lot 'B' shown in Map or Plan annexed hereto and therein fully set out and particularly described in the Schedule hereunder written TOGETHER WITH the factory sheds structures walls out-houses yards court-yards areas trees fences hedges ditches ways sewers drains water-courses fixtures liberties privileges easements and appurtenances whatsoever thereunto belonging or held or occupied therewith and all the estate right title interest claims and demands whatsoever of the Vendors into upon or in respect of the said Lot 'B' and the said 15' wide passage with the land, buildings, sheds, messuages lands hereditaments and premises together with

5000Rs.



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with electricity installation and transfer and every part thereof and all deeds pattahs writings muniments and evidences of title relating thereto or part thereof which now are or may hereafter be in the possession or custody of the Vendors of any person or persons from whom the Vendors may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the same and the inheritance thereof in fee simple unto the Purchaser absolutely and the Vendors do hereby covenant with the Purchaser THAT notwithstanding any act deed or thing by the Vendors or any of their predecessors-in-title they the Vendors have good right full power and absolute authority to grant convey transfer assign and assure the said Lot 'B' with the said 15' ft. wide common passage together with all

3000Rs.



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all messuages land hereditaments and premises unto the Purchaser in the manner aforesaid TOGETHER WITH the right over the 15'ft. wide road leading from main Makardah Road to the main Gate to the factory premises in Lot 'B' and TOGETHER WITH one transformer bearing No.0/15/16159 complete with fixtures and fixtures and fittings AND THAT the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the same and every part thereof and receive the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever from or by the Vendors or any person or persons having or lawfully claiming from under or in trust for the Vendors or any of their predecessors-in-title AND THAT free from all

500Rs.



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all encumbrances made or suffered by the Vendors or any of their predecessors-in-title or any person or persons having or lawfully claiming as aforesaid AND FURTHER THAT they the Vendors and all persons having or lawfully claiming any estate or interest in the said Lot 'B' and the said messuage land hereditaments and premises and the said 15'ft. wide passage or any part thereof from under or in trust for the Vendors or from or under any of their predecessors-in-title shall and will at all times hereafter at the request and cost of the Purchaser do execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said Lot 'B' TOGETHER WITH the 15'ft. wide strip of land and the transformer bearing No.6/15/16159

100Rs



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and the message land hereditament and premises and every part thereof unto and to the use of the Purchaser as may be reasonably required AND THAT the Vendors shall pay all the outgoing rates and taxes and other levies due or which may become due and payable in respect of Lot 'B' and the said 15'ft. wide passage upto the date of these presents AND THAT the Vendors have not at any time hereinbefore done or knowingly suffered or been party or privy to any act deed or thing whereby they are prevented from granting transferring selling conveying assigning the said Lot 'B' together with said 15'ft. wide passage in the said premises to the Purchaser in the manner aforesaid whereby the said or any part thereof are can or may in any wise encumbered AND THAT the Purchaser

60 Rs.



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Purchaser shall from time to time unless prevented by fire or other inevitable accident upon every reasonable request and at the cost of the Purchaser of the Lot 'A' M/s. Sharpedge SS Ring Pvt. Ltd., or their agents or agent or any person as the Purchaser may direct or appoint the Purchaser will produce the said title deeds and documents to be examined and inspected and will at the like request and cost make furnish or arrange to be made furnished such true attested or other copies or any abstract from the said title deeds and documents as may be required and will unless prevented as aforesaid at all time to keep the same safe unobliterated unspoiled AND all their right title and interest in all that one transformer being Serial No. O/15/16159 complete with all fixtures and fittings being installed in the portion of land and structure comprised in Lot 'B' shown on the map or plan annexed hereto and thereon coloured 'Orange' and THAT the Purchaser shall make

30 Rs.



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to be available sufficient electricity energy to the factory situated in Lot 'A' shown in the map or plan annexed hereto subject to the payment of the electricity charges by the owners of Lot 'A' M/s. Sharpedge SS Ring Pvt. Ltd. for the electricity to be consumed by them at the same rate as will be charged by the West Bengal State Electricity Department and that the Vendor herein shall pay all arrears of electricity charges due and payable upto the date of conveyance and will have the electricity connection restored for their own use as also for the use of the owners of Lot 'A' the Vendor^s do hereby further covenant and agree that the Purchaser shall be entitled to have the Electricity connection transferred in their own name in place of Parul & Co. and till the new connection is made available to the Purchaser herein the Purchaser will have the right to

to use the electricity charges which will be required to be paid to the West Bengal State Electricity Board for use of the electricity energy by them and the Purchaser herein shall be entitled either to have their name substituted in place of Parui & Co. or enter into a new agreement as may be required by the said electricity department. And that the Vendors hereby covenant and agree that they will not take any steps nor will do any act or Deed whereby new supply of electricity is stopped in the name of Parui & Co. so that the Purchaser do not get a new or separate Electric connection.

AND that the confirming party do hereby declare and confirm that the premises hereby sold by and Vendors are an absolute property of the Vendor name of Parui & Co. and they the Confirming parties do hereby confirm the sale by this deed in favour of the Purchaser in the manner aforesaid.

THE SCHEDULE ABOVE REFERRED TO :

All That the piece or parcel of land measuring 50 Cottahs 15 Chattaeks and 24 Sq. ft. equivalent to 84 decimal be the same a little more or less

less comprised in the following Dag No. 637 in Khatian
1364, Dag No. 656 in Khatian No. 1393 Dag No. 660
in Khatian No. 336, Dag No. 658 in Khatian No. 1223,
Part of Dag No. 657 in Khatian No. 1203, Part of Dag No.
659 in Khatian No. 1223, Part of Dag No. 661/2107 in
Khatian No. 1223, Part of Dag No. 661 in Khatian No.
1398 all in J.L.No. 55, Tausi No.3989, R.S. No. 1964,
Mouza Bankra, P.S. & Sub-Registry Domjur District Howrah
as shown in the Map or Plan annexed hereto and thereon
marked as Lot 'B' and coloured 'Blue' TOGETHER WITH the
factory sheds structures walls out-houses and Electrical
installations standing thereon TOGETHER WITH the 15' ft.
wide strip of land leading from Main Makarda Road, upto
the gate of Lot 'B' measuring 4 cottaks 3 Chittacks
70 Sq. ft. be the same a little more or less equivalent
to 7.5 Satak a little more or less shown in the map
or Plan annexed hereto and coloured 'Green' and the
same is comprised in Dag No. 662, Khatian No. 1406
Partly in Dag No. 661, Khatian No. 1398 TOGETHER WITH one

one Transformer Bearing Serial No. O/15/16159 installed in the portion of Lot 'B' coloured "Orange".

IN WITNESS WHEREOF the parties hereto have executed these presents the day month and year first above written.

Memo of Consideration.

Rs. 1,00,000/- - Paid by the Purchaser to the Vendors on 21st May, 1990 by a Pay order No. 355/90-91 dated 18.5.90 drawn on Canara Bank, Princep Street, Calcutt-72 in terms of agreement dated 21st, May 1990.

Rs. 6,23,000/- - Paid by the Purchaser to the Vendors by Pay Order No. 503/90-91 dated 8.6.90 drawn on Canara Bank, Princep Street, Calcutt-70072.

Rs. 7,23,000/- (Rupees seven Lacs Twenty three thousand only).

Signed and delivered by the vendors abovenamed at in the presence of :

Ranjit Kumar Das
Vill + P.O. - Banjira, Howrah.

Sambul Kabir Mondal
Vill + P.O. - Banjira, Howrah.
Signed and delivered by the confirming parties abovenamed in the presence of.

Ranjit Kumar Das
Vill + P.O. - Banjira, Howrah.

Sambul Kabir Mondal
Vill + P.O. - Banjira, Howrah.

Typed by :
Mrs. R. K. Das
Judge Court, Howrah.

Saha Deb Parui
Shib Chandra Parui.
Parash chandra Parui.
Ramesh chandra Parui.
Jivishnathan Parui.
Samin Kumar Parui.

Saha Deb Parui
Shib Chandra Parui.
Parash chandra Parui.
Ramesh chandra Parui.
Jivishnathan Parui.
Samin Kumar Parui.

Witnessed by my 7/90

Witnessed by my 7/90

Witnessed by my 7/90

12.1.95

12.7.95

12.7.95

12.7.95

12.7.95

RECEIVED BY

Plan Attached



REGISTRAR AUTHORITY
U.S. 7 of Regn. Act
Howrah

CERTIFIED TO BE A TRUE COPY

DISTRICT SUB-REGISTRAR
HOWRAH

R. Ghosh
12.7.95

DISTRICT RECORD KEEPER
HOWRAH

Scout

Book No. *11*
Volume No. *236 to 241*
Page No. *2274*
Being No. *15* of
the Year 15 76

11/11/95

12/7/95