DEED OF SALE		
THISINDENTURE OF SALEis made on this	day of	, YEAR
BETWEEN		

SRI BARID BARAN CHATTERJEE (PAN No. ACJPC0626P) 2.SRI ASHES BANDHU CHATTERJEE (PAN No. AGGPC7398M) both sons of Late KrittibasChatterjee3. SRI NANDA DULAL CHATTERJEE (PAN No. ACQPC9324D) son of Late PrahladRatanChatterjee, Hill View Park (North) Opposite Hill View Nursing Home, Asansol-4, PS Asansol(South), District Paschim Bardhaman, West Bengal.

The First Party are represented by their constituted attorney M/S JAI MATA DI HOUSING PROJECTS (PARTNERSHIP FIRM (PAN No. AAKFJ1776A) within the meaning of the Partnership Act, and having its registered office C/o Parimal Roy, S/o Late Fakir Chandra Roy by faith Hindu, resident of K. S. Road, PO Asansol, PS Asansol(North), District Burdwan represented by its Partners 1) PARIMAL ROY, (PAN No. AHCPR5637F) S/o Late Fakir Chandra Roy by faith Hindu, resident of K. S. Road, PO Asansol, PS Asansol(North), District Burdwan 2) AVIJIT DUTTA(PAN No. AHWPD5193J), son of Mr. RamendraNathDutta, by faith-Hindu, by occupation Business, residing at 3 N. S. Road, Asansol, PO Asansol, PS Asansol(South), District Paschim Bardhaman empowered videPower of attorney being No 10100 for the year 2018of ADSR Asansol

Hereinafter called the First Party/Vendor (which expression shall unless excluded by or repugnant to the context mean and include all their heirs, legal representative, assigns and successors) of the One Part

	AND	
1	, having PAN	having Aadhaar
	, having mobile number aged about	son/daughter/wife ofyears, by Occupation
		P.S.
2.	Pin having PAN	having Aadhaar
	, having mobile number	son/daughter/wife of
	Page 1 of 9	1
ř	Page 1 of 9 JAI MATADI HOUSING PROJECTS	JAI MATA DOHOUSING PROJECTS

PARTNER

PARTNER

			aged abo	ut	years,	by O	ccupation	
	residi	ng at	P	.0	11: 11:		P.S.	
	, Pin	hereinafter	(jointly/coll	ectively) i	referred t	o as	the PURCHASE	R(S)
,	(which expression shall unle and include his/her/their assigns) of the SECOND PAR	respectiveheirs,			AND ASSESSMENT OF STREET			

AND

M/S JAI MATA DI HOUSING PROJECTS (PARTNERSHIP FIRM (PAN No. AAKFJ1776A) within the meaning of the Partnership Act, and having its registered office C/o Parimal Roy, S/o Late Fakir Chandra Roy by faith Hindu, resident of K. S. Road, PO Asansol, PS Asansol(North), District Burdwan represented by its Partners 1) PARIMAL ROY, (PAN No: AHCPR5637F) S/o Late Fakir Chandra Roy by faith Hindu, resident of K. S. Road, PO Asansol, PS Asansol(North), District Burdwan 2) AVIJIT DUTTA(PAN No. AHWPD5193J) , son of Mr. RamendraNathDutta, by faith-Hindu, by occupation Business, residing at 3 N. S. Road, Asansol, PO Asansol, PS Asansol(South), District—Paschim Bardhamanand hereinafter referred to as "CONFIRMING PARTY" (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include their successor-in-interest and assigns) of the THIRD PART.

WHEREAS:

- A. Whereas Land measuring .123 Acres equivalent to 71/2 Cottah of land situated within RS Plot No 3976 with Mouza Asansol Municipality, PS Asansol, District Burdwan was originally belonged to KrittibasChattapadhyay S/o Ram Kumar Chattopadhyay of Budha, Asansol and his name was duly recorded in the RS Record of Right of RS Khatian No 11664 & 11668 of the said Mouza and land measuring .495 Acres equivalent to 29 Cottah 15 Chittak of land situated within RS Plot No 3977 with Mouza Asansol Municipality, PS Asansol, District Burdwan was originally belonged to PrahladRatanChattopadhyay, BaridBaranChattopadhyay& Ashes BandhuChattopadhyay all sons of Late KrittibasChattapadhyay of Budha, Asansol and their name was duly recorded in the RS Record of Right of RS Khatian No 6159 of the said Mouza and whereas said KrittibasChattopadhyay died behind his three sons namely PrahladRatanChattopadhyay, leaving BaridBaranChattopadhyay& Ashes BandhuChattopadhyay as his only legal heirs and successors and as such after the death of said KrittibasChattopadhyay his left out property inherited by his aforesaid three sons equally each having 1/3rd share and subsequently said PrahladRatanChattopadhyay died leaving behind his only son Nanda DulalChatterjee @ Nanda DulalaChattopadhyay as his only legal heirs and successors and accordingly the property left out by said PrahladRatanChattopadhyay was absolutely devolved upon his only son said Nanda DulalChatterjee @ Nanda DulalaChattopadhyay by law of inheritance and thus the said Nanda DulalChatterjee @ Nanda DulalaChattopadhyay, BaridBaranChattopadhyay&AseshBandhuChattopadhyay possessed the said 37 cottah 7 Chittak of land in the said two plots namely 3976 & 3977 of Mouza Asansol Municipality jointly each having 1/3rd share in the aforesaid property and
- B. WHEREAS the First Party No. 1 to 3 are the lawful owner -in-possession of the land measuring 37katha 8 Chittak, situated over Plot No 3976, 3977, of Asansol Municipality, J.L. No. 20, P.S. Asansol, District-Paschim Bardhaman together with all rights, easements, facilities and amenities appurtenant thereto.
- C. Subsequently, the Owner enter into a Development Agreement with the Developer/Promoter herein viz. 11th December 2018.
- E. Pursuant to the said Development Agreement, the Confirming Party herein obtained final Page 2 of 9

SAI MAIA DI HOUSING PROJECTS

PARTNER

JAI MATA DI HOUSING PROJECTS

5	layout plan, sanctioned plan being Memo No 287/BP/AMC/HO/18 dated 17.05.2018and shall include all subsequent sanctions, additions/alterations made from time to time, specifications and approvals for the Project and also for the apartment from on the said Property and got the same registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at Kolkata on no underregistration no.
F.	By an Agreement dated executed between the Owner, the Vendor herein and the Developer/Promoter, the Confirming Party herein and the Purchaser/Allottee, the Purchaser herein, thesaidunit(morefullydescribedinScheduleA-1hereunder) was allotted to the Purchaser on terms and conditions more fully contained therein.
G.	The Confirming Party pursuant to and in terms of Agreement dated 11.12.2018 has completed the construction of the Project called "Stuti Enclave" and the PURCHASER has requested the VENDOR and the Confirming Party herein to execute and register a formal Deed of Conveyance in favour of the PURCHASER convening and/or transferring the said unitin furtherance to the said Agreement dated executed between the parties hereto.
н.	The VENDOR being desirous to sell and the PURCHASER being interested to purchase, the parties hereto have now agreed that the said Unit (morefully described in Schedule A-1) and the rights and properties appurtenant thereto be sold conveyed and transferred free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature at and for the consideration of a sum of Rs and on terms and conditions containedhereinafter.
NOW	THIS INDENTURE WITNESSETH THE FOLLOWING:
5211	
1.	In pursuance of the said registered Agreement forSale no, dated
hereb release well a hereb THAT more said I be the and as on the theres numb fixture of and whats	and in considerationofRs
10000000000	g or deemed taken or known as part, landnumberthereoforappurtenanttheretoandtogether with the right to use the common areas
otherl stipula the Ri prope thereo	lations and facilities in common with the co-purchaser and the other owners and the lawfuloccupantsofthesaidpropertyandtogetherwith all easements or quasi-easements and other ations and provisions in connection with the beneficial use and enjoyment ofthe said Unit and ghts And Properties Appurtenant thereto to have and to hold the said unit and the rights and rties appurtenant thereto hereby granted, transferred and conveyed and every part or parts of unto and to the use of the purchaser to have and to hold the said property, hereby granted, terred, sold, conveyed, assigned and assured to and unto and to the use of the purchaser free

Page 3 of 9

JAI MATA DI HOUSING PROJECTS

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from all encumbrances and absolutely and forever and subject to the payment of the common expenses and the Municipal and other rates and taxes payable to the Maintenance Society and further subject to the observance and compliance of the covenants for the beneficial use andenjoymentofthesaidUnitexclusivelyandthecommonpartsportions and facilities in the manner aforesaid but in common with other users or occupiers at the premises.

2. THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER:

- a) THAT notwithstanding any act deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to said Unit and the rights and properties appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions usetrustencumbrancesormakevoidthesame.
- b) AND THAT the said unit in the "Stuti Enclave" Project and all other rights and benefits hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and each of them are now free from all encumbranceswhatsoever.
- C) AND THAT the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said unit and the rights and properties appurtenant thereto or any part thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the said unit and the rights and properties appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall ormay be reasonablyrequired.
- d) AND THAT the Purchaser shall and may from time to time and at all times hereafter peacefully and quietly hold possess use and enjoy the unit in the "Stuti Enclave" Project and other benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser inthemanneraforesaidandeverypartthereofwithoutanylawfulhindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person equitably claiming from under or in trust for him the Vendor.
- e) AND THAT the Vendor do hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser shall produce or cause to be produced to the Purchaser or to his attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and will permit such documents of title to be examined inspected and given in evidence and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts and abstracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated anduncalled.
- f) AND THAT the Vendor shall indemnify and keep the Purchaser fully discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispendens, uses, debuttars, trusts, claim and demands whatsoever created occasioned or by the Vendor or any person lawfully or equitably or rightfully claimingaforesaid.
- g) AND ALSO THAT the Vendor has not at any time done or executed or knowingly suffered or been partly or privy to any act deed matter or thing whereby the said unit of the Purchaser in the "Stuti Enclave" Project or any part thereof can or may be impeached encumbered or affected intitle.

3. AND THE PURCHASER HEREBY COVENANTS WITH THE VENDOR:

a) THAT the Purchaser shall use the Said Unit only for the private dwelling and residence in a decent and respectable manner andfornootherpurposeswhatsoeverwithouttheconsentinwritingof

Page 4 of 9

JAI MATA DI HOUSING PROJECTS

MATA DI HOUSING PROJECTS

DARTHER

the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Unit or any activity which may cause nuisance or annoyance to the Co-owners.

- bì THAT unless the right of parking is expressly granted, the Purchaser shall not park any motor car, two-wheeler or any other vehicle at any place in the said Land (including at the open spacesat the said Land) nor claim any right to park in any manner whatsoever orhowsoever.
- THAT the Purchaser shall not at any time hereafter and forany reason whatsoever make any claim in other units or other common passages and portions in the said "Stuti Enclave" Project;
- d) AND THAT the said unit being sold transferred and conveyed in the manner aforesaid shall be impartible for any reason whatsoever;
- AND THAT the Purchaser shall co-operate in the management and maintenance of the said project "Stuti Enclave".
- AND THAT the Purchaser shall observe, comply and abide by the rules framed from time to time by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the saidproject.
- AND THAT the Purchaser shall pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.
- AND THAT the Purchaser shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser shall be liable to pay interest @2% per month on the due amounts and if such defaultshallcontinue for a period of three months then and in that event the Purchaser shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Promoter/Association as the case may be, shall be entitled to takethe following measures and the Purchaser hereby consents to the same:
 - To disconnect the watersupplytothe "SaidUnit".
 - ii) to allow the usage of lifts, either Purchaser, his/her/their family members, domestic help andvisitors.
 - iii) To discontinue the facility of DG Powerback-uptothe "SaidUnit".
 - IV) To discontinue the usage of all amenities and facilities provided in the said project Stuti Enclave" to the Purchaser and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from thePurchaser.

- i) AND THAT the Purchaser shall use the said flat/unit for residential purposeonly.
- AND THAT the Purchaser shall use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, inwriting.
- AND THAT the Purchaser shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuseinthecommonareasaveattheprovisionsmadethereof.
- AND THAT the Purchaser shall not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoiningbuilding/s.

Page 5 of 9

JAI MATA DI HOUSING PROJECTS

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- AND THAT the Purchaser shall not place or cause to be placed any article or object in the commonarea.
- AND THAT the Purchaser shall not injure, harm or damagethe Common Area or any other n Units in the New Building by making any alterations or withdrawing any support orotherwise.
- AND THAT the Purchaser shall not park any vehicle 2/4- wheeler, in the said project, unless 0) the facility to park the same is obtained and/or acquired byPurchaser.
- AND THAT the Purchaser shall not make any addition, alteration in the structure of the p) building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided bythe Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of theproject.
- AND THAT the Purchaser shall not slaughter or permit to be slaughtered any animal and/or q) bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the saidProject.
- AND THAT the Purchaser shall not keep in the said Flat any article or thing which is or r) might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increasetheriskorfireorexplosionorinanywayinjurebypercolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said project.
- AND THAT the Purchaser shall not close or permit the closing of verandas or lounges or balconies or lobbies and common partsand also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandas, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Unit' which in the opinion of the Promoter / Society / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Society / Association may affect the elevation in respect of the exterior walls of the saidbuilding.
- AND THAT the Purchaser shall not use the said unit or permit the same to be used for any t) purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place(if allotted), anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by puttinganyarticlesshallnotbeallowedinthecarparkingspace.
- AND THAT the Purchaser shall not use the car parking space(if allotted) or permit the same u) to be used for any other purpose whatsoever other than parking of itsown car/cars.
- AND THAT the Purchaser shall not let out or part with possessionoftheCar/Two-V) wheeler(s)ParkingSpaceexceptingasawhole with the said Flat to anyone else or excepting to a person who owns a Flat in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking spacewillbeusedonlyfortheparkingofcars.

JAI MATA DI HOUSING PROJECTS

- W) AND THAT the Purchaser shall not encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the said flat/unitinfavourofthePurchaser.
- AND THAT the Purchaser shall use the Community Hall for small functions of their families or for the meeting of flat owners or for the use of any function / meeting by all the flat owners of the project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of afire/spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/enclosed area of the said project "Stuti Enclave" for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in theoutdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any otheroccupants.
- y) AND THAT the Purchaser shall strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, SwimmingPoolandGymnasium.Topayfor,incaseofexclusiveuseof the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
- Z) AND THAT the Purchaser shall ensure that all interior work of furniture, fixtures and furbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to otherCo-Purchasers.
- 4. In the event of the Confirming Party obtaining sanction for further additional construction into or upon the said property they shall be entitled to do so, and the Purchaser agrees not to raise any objection whatsoever or howsoever. However, in case of any addition or alteration in the sanction plan and the Purchasers Unit are touchedupon, then Purchaser written consents hall be taken.
- It is further covenant between the Vendors and the Purchaser that the peaceful possession of the said property has been delivered by the Vendors' and received by the Purchaser.

SCHEDULE"A"

(Land description)

ALL THAT piece and parcel of land situated at Within the District of Burdwan, PS Asansol, Mouza Asansol Municipality, JL No 20, RS Khatian No 6159, 11664 & 11668, RS Plot 3976 (Six thousand nine hundred seventy six) measuring an area of .123 Acres and RS Plot 3977 (Six thousand nine hundred seventy seven) measuring an area of .495 Acres, total area .618 Acres equivalent to 37(Thirty seven)Cottah7(Seven) Chittakof Bastu Land situated at Hill View, Asansol which is butted and bounded as follows: of being lying and situated

ON THE NORTH : 12 Ft, wide Road

ON THE EAST : Sri Sangha Ground

ON THE SOUTH Property of Biswanath Banerjee

ON THE WEST : 8 Ft. Road and House of Nanda Dulal Chatterjee

SCHEDULE 'A-1'
(Said Unit)

All that residential Flat No. _____ on the _____ Floor of the building named "Stuti Enclave" Block-'___' particularly

Page 7 of 9

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JAI MATA DI HOUSING PROJECTS

PARTNER

	d in the Schedule 'A' hereinabove containing super built up area of Sft. (Sq. Ft.) ered area sq. ft. having Flooring, along withwheeler in the Ground/Basement
	easuring Sft (Sq. Ft.) of the said buildingtogether with undivided proportionate share of the
	derneath the building together with right to use the common area, amenities and facilities more fully
mention	nedin Schedule-B,of the said project "Stuti Enclave" at Hill View Asansol, Dist - Burdwan, Pin -
713325,	Asansol
	This Flat will be used for only residential purpose.
	SCHEDULE 'B'
	(Common Areas, Amenities & Facilities)
1)	Areas:
	(a) Open and/or covered paths and passages (and not any other vacant land)
	(b) Lift& Stair Lobbies and Staircases
	(c) The Open Roof and/or Terrace on the Top floor of the New Building/s
	(d) Stair Head Room
	(e) Lift Machine Room and Lift Well
	(f)BoundarywallsandmaingatesoftheProject
	(i) Darwan/Guard/Caretaker's Room
	(I) Residents' Club if any and other areas provided forcommonuseofalltheresidentsoftheproject.
2)	Water, Drainage and Plumbing:
	(a) UGR/ OUT
	(b) All pipes and fittings for water supply (save those inside any Flat)
	(c) Deep Tube Well
1	(d) All the pipes and fittings provided for sewage and drainage line including connection to the main drain.
3)	Fire Fighting System:
	All the pipes, valves and fittings, pumps and other equipment provided for firefighting.
4)	Electrical Installations:
	(a) Wiring and Accessories for lighting of common areas
	(b) Electrical installations relating to meter forreceiving electricity from proper authority
	(c) Pump and Motor
	(d) Lift with all its installations
5)	Drains, Sewers:
	(a) Drains, Sewers and pipes
	(b)Drainage connection withmain drain.
	Page 8 of o

JAI MATA DI HOUSING PROJECTS

PARTNER

- 6) Others: Other common area and installations and/or equipment as may be provided in the project, which are not included in the above said schedule for common use and enjoyment.
- 7) Amenities & Features:

MEMO OF CONSIDERATION

RECEIVED		chaser the within mentioned sumofRs.
	/-(Rupees	Only, being the full consideration as per Memo.
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Total: Rs	/= only)	
(Rupees	omyj	
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Witness:		
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-		+1
2)		

IN WITNESS WHEREOF the parties hereto have hereunto setand subscribed their respective hands and seals the day month and year first abovewritten.

For self and on behalf of BaridBaranChatterje, Ashes BandhuChatterjee and Nanda Dulal Chatterjeeas their constituted attorney

(VENDOR and Developer)

JAI MATA DI HOUSING PROJECTS

from 14 PARTNER

JAI MATA DI HOUSING PROJECTS

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Page 9 of 9