

Alka Chopra

Advocate
Civil Courts, Haridwar
COUNSEL FOR ----

New India Assurance Co. Ltd.
Reliance General Insurance Co. Ltd.
State Bank of India.
Punjab National Bank
Syndicate Bank

Mo. 9997268830

F-11, Krishana Nagar,
P.O. Gurukul Kangri,
Haridwar-249404

Date 10.07.2020

AC/SBI/A A772/ NEC

To,
The Assistant General Manager
State Bank of India,
SME, Ranipur Haridwar

NON-ENCUMBRANCE CERTIFICATE

Sub: An Industrial property bearing Industrial plot no. 133 Sector 6A having total area of 1000.00 Sq. mtr., East-26.24 mtr, West-26.24 mtr., North-38.11 mtr., & South-38.11 mtr. Situated at Integrated Industrial Estate, BHEL, Ranipur Distt. Haridwar.

Bounded as:

East-Park,
West-18 mtr. Wide road,
North- Plot No. 132,
South-Plot No. 134

At present the present owner M/S Omega Printopack Pvt. Ltd. Director Sandeep Kumar Jain S/o Mr. Anuj Kumar Jain R/o A-10/15, Jhilmil Industrial Area Delhi 95 I, have inspected the index register of the office of Sub Registrar, Haridwar for the period 1990 to 2020 respectively. I found no act of recorded encumbrances for the period 01.01.1990 to 10-07-2020, as per the records made available.

Therefore, the property mentioned above and owned by M/S Omega Printopack Pvt. Ltd. Director Sandeep Kumar Jain S/o Mr. Anuj Kumar Jain R/o A-10/15, Jhilmil Industrial Area Delhi 95 is free from all recorded encumbrances for the period 01.01.1990 to 10-06-2020 as the records made available,

ALKA CHOPRA
Advocate
Chamber No -566
Distt & Session Court
Roshnabad, Haridwar (U.K.)
Mob.: 9997268830

Encl:

1. Search Receipt No 22/15 & 84/79 on Dated 10-07-2019 of Sub Registrar, Haridwar

ALKA CHOPRA

ADVOCATE

CIVIL COURTS, HARIDWAR

COUNSEL FOR ---

NEW INDIA ASSURANCE CO. LTD
THE ORIENTAL INSURANCE CO. LTD
RELIANCE GENERAL INSURANCE CO. LTD.
NATIONAL INSURANCE CO. LTD.
STATE BANK OF INDIA
PUNJAB NATIONAL BANK
SYNDICATE BANK
ALLAHABAD BANK
CENTRAL BANK OF INDIA
ALMORA URBAN COOPRATIVE BANK LTD.
UTTRAKHAND GARMIN BANK

MO. 9997268830

F-11, KRISHANA NAGAR,
P.O. GURUKUL KANGRI,
HARIDWAR-249404

AC/SBI/A772/NEC/20

DATE 10.07.2020

ANNEXURE- B: - REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY.

01.	A). Name of the branch/business unit/ office seeking opinion	State Bank of India, SME, Ranipur Haridwar
	B). Reference no. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	As per instructions.
	C). Name of the borrower	M/S Omega Printopack Pvt. Ltd. Director Sandeep Kumar Jain S/o Mr. Anuj Kumar Jain R/o A-10/15, Jhilmil Industrial Area Delhi 95.
02.	A). Name of the unit/concern/company/person offering the property/(ies) as security	M/S Omega Printopack Pvt. Ltd. Director Sandeep Kumar Jain S/o Mr. Anuj Kumar Jain R/o A-10/15, Jhilmil Industrial Area Delhi 95.
	B). Constitution of the unit/ concern/person/ body/ authority offering the property for creation of charge.	Pvt. Ltd. Co.
	C). State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As a Borrower
03.	Complete or full description of the immovable property/(ies) offered as security including following details.	An Industrial property bearing Industrial plot no. 133 Sector 6A having total area of 1000.00 Sq. mtr., East-26.24 mtr, West-26.24 mtr., North-38.11 mtr., & South-38.11 mtr. Situated at Integrated Industrial Estate, SIDCUL, BHEL, Ranipur Distt. Haridwar.
	A). Survey no.	plot no. 133 Sector 6A
	B). Door no.(in case of house property)	To be ascertained from the Report of valuer.
	C). Extent/area including plinth/ built up area in case of house property	Having total area of 1000.00 Sq. mtr.,
	D). Locations like of the place, village, city, registration, sub-district etc. Boundaries	bounded as: East-Park, West-18 mtr. Wide road, North- Plot No. 132, South-Plot No. 134 .
4	A). Particulars of the documents scrutinized serially and chronologically B) Nature of documents verified and as to whether they are original or certified copies or registration extracts duly certified. Note: only originals or certified extracts from the registering/land/revenue/other authorities be examined.	Certified Copy of lease Deed dated 09.04.2009 registered in bahi no. 1 zild 1001 pages 275-360 serial no. 2973 dated 09.04.2009 in the office of sub-registrar Haridwar M/S Omega Printopack Pvt. Ltd. Director Sandeep Kumar Jain S/o Mr. Anuj Kumar Jain R/o A-10/15, Jhilmil Industrial Area Delhi 95.

Advocate
Chamber No. 656
Distt. & Session Court
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05.	Whether certified copy of all the documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the tire.)	No
06.	A). Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Yes
	B). If such online/computer records are available whether any verification or crosschecking are made and the comments/ findings in this regard.	Yes
	C). Whether the genuineness of the stamp paper if possible to be was verified from any online portal and if so whether such verification was made?	No
07.	A). Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-registrar Haridwar.
	B). Whether it is possible to have registration of documents in respect of the property in question. At more than one office of sub-registrar/district registrar/general. If so, please name all such offices?	No.
	C). Whether search has been made at all the office named at (b) above?	NA
	D). Whether the search in the office of registering authorities or any other record reveal registration of multiple title documents in respect of the property in question?	No
08.	Chain of title tracing the title from the oldest title deed to the latest deed establishing title of the property in question from the predecessors in title / interest to the current titleholder And wherever minor's interested or other clog on title is involved search should be made for a further period, depending on the need for clearance of such clog on the title In the case of property offered as security for loans of Rs. 1.00 Crore and above, search of title/ encumbrances for a period of not less than 30 year is mandatory. (separate sheet can be used)	<p>M/S Omega Printopack Pvt. Ltd. Director Sandeep Kumar Jain S/o Mr. Anuj Kumar Jain R/o A-10/15, Jhilmil Industrial Area Delhi 95 purchased the said property from State Infrastructure & Industrial Development Corporation of Uttranchal Ltd. (SIDCUL), A company Act, 1956 and having its registered office at Secretariat Haridwar by way of registered Lease deed in Bahi no. 01 zild 1001 pages 275-360 serial no. 2973 dated 09.04.2009.</p> <p>The property in question with other property was the property of State Infrastructure & Industrial Development Corporation of Uttranchal Ltd. (SIDCUL), A company Act, 1956 and having its registered office at Secretariat Dehradun.</p> <p>The chain of title is complete. I Further certify that the provision of the SARFESI Act 2002 are applicable to this Property.</p>
09.	Nature of the title of the intended mandatory over the property (Whether full ownership rights leasehold rights occupancy possessory rights or <i>inam</i> or govt. Grantee/ allotted etc.)	Leasehold Rights.
10.	If leasehold whether	Yes
	A). Lease deed is duly stamped and registered	Yes
	B). Lease is permitted to mortgage leasehold right	Yes

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	C). Duration of the lease unexpired period of lease	90 years
	D). If a sub-lease check lease deed in favor of lessee as to whether lease deed permits. Sub-leasing mortgage by sub lessee also.	Yes
	E). Whether the leasehold rights permits for the creation of any super structure (if applicable)?	Yes
	F). Right to get renewal of the leasehold rights and nature thereof	Yes
11.	If govt. Grant / allotment / lease-cum/ Lease agreement whether ;	
	Grant / agreement etc. Provides for alienable rights to the mortgagor with or without condition.	Permission to Mortgage required from SIDCUL
	The mortgagor is competent to create charge on such property.	Yes
	Whether any permission from govt. Or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Yes from permission from SIDCUL is required
12.	If occupancy right whether;	NA
	A). Such right is heritable and transferable	NA
	B). Mortgage can be created	NA
13.	Nature of minor's interest if any and if so whether creation of mortgage could be possible the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	There are no interest of minor
14.	If the property has been transferred by way of gift/ settlement deed. Whether	No
	A). The gift/ settlement deed is duly stamped & registered	NA
	B). The gift/ settlement deed has been attested by two witnesses.	NA
	C). The gift/ settlement deed transfer the property to Done	NA
	D). Whether the Done has accepted the gift by signing the gift/ settlement deed or by a separated writing or by implication or by action.	NA
	E). whether there is any registration on the donor in executing the gift/ settlement deed in question.	NA
	F). whether the Done is in possession of the gifted property.	NA
	G). Whether any life interest is revised for the donor or any other person and whether there is a need for any other person to join the creation of mortgage.	NA
	H). Any other aspect affection the validity of the title passed through the gift/ settlement deed	NA
15.	A). In case of partition /family settlement deeds whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	NA
	B). Whether mutation has been effected and whether the mortgage is in possession of his share	NA
	C). Whether the partition made is valid in law and the mortgage has acquired a mortgage able title thereon.	NA
	D). In respect of partition by a decree of court whether such decree has become final and all other condition/ formalities are completed/ compiled with.	NA
	E). Whether any of the documents in question are executed in counterparts or in more than one set? If so additional precautions to be taken for avoiding multiple mortgages.	NA
16.	Whether the title documents include any testamentary documents/ wills?	No

	A). In case of wills, whether the will is registered will or unregistered will?	
	B). Whether will in the matter need a mandatory probate and if so whether the same is probated by a competent court?	NA
	C). Whether the property is mutated on the bases of will?	NA
	D). Whether the original will is available?	NA
	E). Whether the original death certificate of the testator is available?	NA
	F). What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc. Which are relevant to rely on the will, availability of mother/original title deed is to be explained.)	NA
17.	A). Whether the property is subjected to any wakf rights?	No
	B). Whether the property belongs to church / temple or any religious /other institution having any restriction in creation of charges on such properties?	No
	C). Precaution / permissions, if any in respect of the above cases for creation of mortgage?	No
18.	A). Whether the property is a half /joint family property, mortgage is created for family benefits/legal necessity, whether the major coparceners have no objection/ join in execution, minor's share if any, right of female member etc.	No
	B). Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NA
19.	A). Whether the property belongs to any trust or is subjected to the right of any trust?	No
	B). Whether the trust is a private or public trust and whether trust deed specifically authorized the mortgage of the property?	NA
	C). If so additional precautions/ permission to be obtained for creation of valid mortgage?	NA
	D). Requirements, if any for creation of mortgage as per the central/ state laws applicable to the trust in the matter.	NA
20.	A). If the property is agriculture land, whether the local laws permit mortgage of agriculture land and whether there are any restriction for creation enforcement of mortgage.	NA, as the property is Industrial and Situated at Integrated Industrial Estate, BHEL, Ranipur Distt. Haridwar..
	B). In case of agriculture property other relevant records/ documents as per the local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	NA, As above.
	C). In case of conversion of agriculture land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	NA, As above.
21.	Whether the property is affected by any local laws or other regulation having a bearing on the certain security (viz. Agricultural laws weaker section minorities, land laws SEZ regulation coastal zone regulation environmental clearance etc.)	No
22.	A). Whether the property is subject to any pending or proposed land acquisition proceeding?	No
	B). whether any search / enquiry is made with the land acquisition office and the outcome of search/enquiry.	NA
23.	A). Whether the property is involved in or subject	No, As per borrower,s version no litigation is

ALKA CHOPRA
 Advocate
 Chamber No. 556
 Distt. & Session Court
 Roshnabad, Haridwar (U.K.)
 Mob.: 9997288830

	matter of any litigation which is pending or concluded?	pending in any Court.
	B). If so whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	NA
	C). Whether the title documents have any court seal/markings which points out any litigation/ attachment/ security to court in respect of the property in question? In such case please comment on such seal marking.	NA
24.	A). In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	No
	B). Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	NA
	C). Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm.	NA
25.	Whether the property belongs to a limited company, check the borrowing powers, board resolution authorization to create mortgage/ execution of documents charges, registration of any prior charges with the company registrar (roc) articles of association/ provision for common seal etc.	No
26.	In case of societies association the required authority/ power to borrower and whether the mortgage can be created and the requisite resolutions, bye-laws.	No
27.	A). Whether any POA is involved in the chain of title.	No
	B). Whether the POA is involved is one coupled with interest i.e. a development agreement cum power of attorney. If so, please clarify whether the same is registered document and hence it has created an interest in favor of the builder/ developer and as such is irrevocable	NA
	C). In case the title documents is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the builders viz. Companies/ firms/ individual or property concerns in favor of their partners/ employees/ authorized representatives to sign flat allotment letters, NOCs, agreement of Lease, Lease deed etc. In favor of buyers of flats/ units (builder's POA) or (ii) other type of POA (common POA)	NA
	D). In case of builder's POA whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	NA
	E). In case of common POA (i.e. POA other than builder's POA) please clarify the following clauses in respect of POA.	NA
	I. Whether the original POA is verified and the title investigation is done on the basis of original POA?	NA
	ii. Whether the POA is a registered one?	
	iii. Whether the POA is a special or general one?	
	iv. Whether the POA contain a specific authority for execution of title document in question?	
	F). Whether the POA was in force and not revoked or had become invalid on the date of execution of the documents in the question? (Please clearly whether the same has been ascertained from the office of sub-registrar also?)	NA
	G). Please comment on the genuineness of POA?	NA
	H). The unequivocal opinion on the enforceability and validity of the POA?	NA
28.	Whether mortgage is being created by a POA holder, check genuineness of the power of attorney and the extent of the power given therein and whether the	No

29.	<p>same is property executed/ stamped authenticated in term of the law of the place where it is executed.</p> <p>If the property is a flat/ Residential / commercial complex, check and comment on the following.</p> <p>A). Promoters / land owners title to the land / building.</p> <p>B). Development agreement power of attorney.</p> <p>C). Extent of authority of the developer/ builder.</p> <p>D). Independent title certification of the land / or building in question.</p> <p>E). Agreement of Lease (duly registered)</p> <p>f). Payment of proper stamp duty.</p> <p>G). Requirement of registration of Lease agreement development agreement POA etc.</p> <p>H). Approval of building plan permission of appropriate / local authority etc.</p> <p>I). Conveyance in favor of society condominium concerned.</p> <p>J). Occupancy certificate allotment letter/ letter of permission</p> <p>K). Membership details in the society etc.</p> <p>L). Share certificates.</p> <p>M). No objection letter from the society.</p> <p>N). All legal requirements under the local / municipal laws regarding ownership of flats/ apartments/ building regulations development control regulations. Co-operative societies law etc.</p> <p>P). If the property is a vacant land and construction is yet to be made approval of lay out and other precaution, if yes</p> <p>Q). Whether the numbering pattern of the unites/ flats tally in all documents such as approval plan, agreement plan, etc.</p>	NA
30.	Encumbrances attachments and/or claims whether of government central or state or other local authorities or third party claims, liens etc and details thereof.	I have inspected the available record Index 2nd in the office of Sub registrar Haridwar for a period of since 01.01.1990 to 10.07.2020 up to date and found the property is clear, marketable and free from all recorded encumbrances, Except the charge in favor of SIDBI and Paripassu Charge of Yes Bank by way of Equitable Mortgage.
31.	The period covered under the encumbrances certificate and the name of the person in whose favor the encumbrance is certified and if so satisfaction of charge, if any.	As above.
32.	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid what remedy?	NA
33.	<p>A). Urban land ceiling clearance whether required and if so, Details thereon.</p> <p>B). Whether No Objection Certificate under the Income Tax Act is required/ obtained.</p>	<p>NA</p> <p>NA</p>
34.	Details of RTC the extracts/ mutation extracts/ Katha extracts pertaining to the property in question.	Yes
35.	Whether the name of mortgagor is reflected as owner in the revenue / municipal / Village records?	Yes
36.	<p>A). Whether the property offered as security is clearly Demarcated.</p> <p>B). Whether the demarcation/ portion of the property is legally valid.</p> <p>C). Whether the property has clear access as per documents?</p>	Yes
37.	<p>Whether the property can be identifying from the following documents, and discrepancy/ doubtful circumstances, if any relevant on such scrutiny?</p> <p>A). Documents in relation to electric connection.</p> <p>B). Documents in relation to water connection.</p>	<p>Yes</p> <p>Yes</p>

ALKA CHOPRA
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Chamber No.-566
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	C). Documents in relation to Lease Tax registration, If any applicable; D). Other utility bills, if any.	
38.	In respect to the boundaries of the property, whether there is a Difference / discrepancy in any of the title documents or any other documents (Such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate / comment on the same.	Can be ascertained by Valuer Report
39.	If the value report and/or approved/ sanctioned plan are made available, please comment on the same including the comments on the description and boundaries of the property on the said documents and that in the title deeds. (If the valuation report and or approved plan are not available at the time of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Sanctioned Plan/ Valuation report is already Submitted to Bank.
40.	Any bar/ restriction for creation of mortgage under any local or special enactments, detail of paper registration of documents, payments of paper stamp duty.	No
41.	Whether the Bank will be able to enforce SARFAESI Act, If required against the property offered as security?	Yes
42.	In Case of absence of original title deeds. Details of legal and other requirements for creation of a proper valid and enforceable mortgage by deposit of certified extracts duly certified etc. as also any precautions to be taken by the bank in this regard.	NA,
43.	Whether the governing law/ constitutional documents of the mortgage (other than neutral person) permits creation of mortgage and additional precaution. If any to be taken in such cases.	NA
44.	Additional aspects relevant for investigation of the title as per local laws.	NA
45.	Additional suggestion, if any to safeguard the interest of Bank/ ensuring the precautions of the security.	Spot inspection & Identify of person executing documents in favour of Bank is recommended to be verified.
46.	The specific person who are required to create mortgage/ to deposit documents crating mortgage.	M/S Omega Printopack Pvt. Ltd. Director Sandeep Kumar Jain S/o Mr. Anuj Kumar Jain R/o A-10/15, Jhilmil Industrial Area Delhi 95.

Date: 10.07.2020

Place: HARDWAR

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Advocate
Chamber No.-566
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Rohatki, Jammu (U.K.)
Signature of the Advocate
Mob.: 9997268830

CERTIFICATE OF TITLE

I have examined the photocopy/ies Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of ***Registered/ Equitable/ English Mortgage (*Please specify the kind of mortgage)** and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creations of Registered/ Equitable Mortgage and I further certify that:

1. I have examined the documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors
2. I confirm having made a search in the Land/ Revenue Records. I also confirm having verified and checked the records of the relevant Government offices/ Sub Registrar office property / Revenue Records, Municipal/ Panchayat office, Land Acquisition office registrar of companies office, wakf Board (wherever Applicable). I do not find anything adverse, which would prevent the title Holders from creating a valid mortgage. I am liable/ responsible if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
3. Following security of property / Municipal Records and relative Title Deeds Certified Copies of such title deeds obtained from the concerned Registrar office and encumbrances Certificate. I hereby certify the genuineness of the Title Deeds. Suspicious / Doubt, if any, has been clarified by making necessary enquires.
4. There are prior Mortgage / Charges / encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01.01.1990 to 10-07-2020 pertaining to the Immovable Property (ies) covered by above said Title Deeds. The property is not free from all encumbrances.
5. In case of second / subsequent charge in favor of the Bank, there are no other mortgage / charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
6. Minor /(s) and his/their interest in the property (ies) is to the extent of (specify the share of the Minor with name). (Strike out if not applicable).
7. The mortgage if created will be available to the bank for the liability of the intending borrower: **M/S Omega Printopack Pvt. Ltd. Director Sandeep Kumar Jain S/o Mr.**

Anuj Kumar Jain R/o A-10/15, Jhilmil Industrial Area Delhi 95 has an absolute, clear and marketable title over the schedule property (ies).

8. I certify M/S Omega Printopack Pvt. Ltd. Director Sandeep Kumar Jain S/o Mr. Anuj Kumar Jain R/o A-10/15, Jhilmil Industrial Area Delhi 95 has/have an absolute, clear and marketable title over the schedule property (ies). **Except the charge in favor of SIDBI and Paripassu Charge of Yes Bank.** I further Certify that the above title deeds are genuine and a valid mortgage can be created and the said mortgage would be enforceable.

9. In Case of creation of Mortgage by deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage.

- a) Original Registered Lease deed registered at Bahi No. 1, Zild No. 1001, Pages No. 275-360, Document No. 2973 on dated 09-04-2009.
- b) Certified Copy of Registered Lease deed at Bahi No. 1, Zild No. 1001, Pages No. 275-360, Document No. 2973 on dated 09-04-2009
- c) Permission from SIDCUL
- d) NOC from SIDBI & Yes Bank
- e) Search Receipt No 22/15 & 84/79 on Dated 10-07-2019 of Sub Registrar, Haridwar
- f) NEC Date 10/07/2020
- g) The Bank will be able to enforce SARFAESI Act 2002, If required against the property offered as security.

There are no legal impediments for creating of the mortgage under any applicable law/ rules in force.

SCHEDULE OF THE PROPERTY / IES

Sub: An Industrial property bearing Industrial plot no. 133 Sector 6A having total area of 1000.00 Sq. mtr., East-26.24 mtr, West-26.24 mtr., North-38.11 mtr., & South-38.11 mtr. Situated at Integrated Industrial Estate, BHEL, Ranipur Distt. Haridwar.

Bounded as:

East-Park,
West-18 mtr. Wide road,
North- Plot No. 132,
South-Plot No. 134

Date: 10.07.2020

Place: HARDWAR

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