

पत्र
 श्री ~~...~~ कावेज वीर
 मुकाम

क्रिस को गई	(1)	(2)	(3)	(4)
	<p>दस्तावेज को गणनीयता व अक्षीयता या दस्तावेज को तौराव या क्रिसम जो मुहरबंद लिफाफा लिया गया हो जिसके बाबत पीस दाखिल हुई हो उसके ऊपर लिखी हुई इबारत</p>	<p>तीसरे पीस (अपीर को ती) दाखल शुद्ध</p>	<p>पिनस्टी के ओहरेदार के छोटे दस्तावेज</p>	
(1)	<p>3,27,60,000/-</p>	<p>262250/-</p>		

परीख 2010 उप-पंजीयक

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BUILDER PROMOTER AGREEMENT

Market Value - 3,27,60,000/-
Stamp - 655200/-

This Agreement made at Raipur, 30 day of MAR 2010.

BETWEEN

M/s. Sansar Builders (Proprietor: Shri Satyendra Agrawal) Millennium Plaza, Raipur C.G. (hereinafter referred to as "The Owner")

s/o Shri B.P. Agrawal

AND

M/s. Sansar Buildcon Private Limited, through its Director Mr. Suresh Agrawal S/o Shri B.P. Agrawal, resident of Shankar Nagar, Raipur a company incorporated under the provisions of Companies Act 1956, having its registered office at 8th Second Floor, Millennium Plaza, Near Coffee House, G.E.Road, Raipur, C.G. (hereinafter referred to as "Developer") and Party of the other part (No.2).



WHEREAS the Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land containing more or less 1.872 hectares situated at Telibandha, P.C. No.113, R.I.C. Raipur more fully described in the Schedule hereunder written and hereinafter referred to as the "Said Property"

AND WHEREAS the Owner is in khas possession and enjoyment of the said property free from all encumbrances, charges and liabilities, mortgages, disputes and litigations whatsoever.

AND whereas the Owner has assured the Developer that -- The name of the Owner has been duly recorded in the records of rights of the Government and the assessment of Municipal taxes in respect of the said property is being done in the name of Owner AND that there is no restrictions or impediment for developing the said property and that the Owner is entitled to hold, have and possess the said property free from all restrictions, disputes and attachments AND THAT the said property is not affected by the vesting provision of Urban Land Ceiling & Regulation Act 1976 which has since been repealed and that no part of the said property has ever vested in the government under the provisions of Urban Land (Ceiling & Regulation) Act 1976 or under the provision of laws either for compulsory acquisitions or any other legislation in the State Government and/or the Central Government AND THAT the land revenue in respect of the said property has been fully paid upto date AND THAT all original documents of title relating to the said property are in the custody, control and possession of the said Owner free from all disputes and claims.

[Handwritten signatures]

SANSAR
BUILDCON PVT. LTD.

[Signature]
DIRECTOR

[Handwritten signature]

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POST OFFICE
R & PUR
NON JUDICIAL
ADHESIVE

INDIA STAMP DUTY

रु. १००

/ FB53

स-पंजीयक
राजपुर

मेन्ड अग्रवाल आ० बी० पी०
01 MAR 2010

2:17

[Handwritten signature and scribbles]

(क) प्रस्तावित प्रविधि... 655,200 = 00
 (ख) नगर विनय/नगर पालिका को
 के अंतर्गत अतिरिक्त प्रस्तावित रूप...
 (ग) उपकर-दुर्लभ
 (घ) अतिरिक्त प्रस्ताव (प्रति हो)

योग - 655200 = 00

स-पंजीयक, राजपुर *[Signature]*



मेसर्स संसार बिल्डर्स
 पा. - अत्येन्द्र ठाकुरवाल
 आ. सी. ठाकुरवाल
 या. - मिले नियम प्लाना,
 रायपुर

मेसर्स संसार बिल्डर्स
 आई. लिमि. डाय. - सुरेखा
 ठाकुरवाल आ. सी. पी.
 ठाकुरवाल, सा. - शंकर
 मार, रायपुर

इहिलीय को जिला रायपुर,
 स्वीकार करते हैं कि सथाकथित
 विवेक का निष्पादन किया गया था और प्रतिफल
 के पूरे / आंशिक रूप से प्राप्त हो गये, तथा मेरी उपस्थिति में सुनिश्चित है, और प्रतिफल की
 बकाया रकम तथा पथ गई है, जो पंजीयन के साथ प्राप्त होगा।
 साक्ष्य हाथी

इहिलीय को जिला रायपुर,
 स्वीकार करते हैं कि सथाकथित बिल्डर/प्रोक्टर सुरेखा ठाकुरवाल
 के पूरे / आंशिक रूप से प्राप्त हो गये, तथा मेरी उपस्थिति में सुनिश्चित है, और प्रतिफल की
 बकाया रकम तथा पथ गई है, जो पंजीयन के साथ प्राप्त होगा।
 साक्ष्य हाथी

अतीश आ. सी. द्वार. साहू / रायपुर
 निर्देश आ. रामबाल साहू

जो पंजीयन पंजीयन निष्पादन के लिए प्रस्तुत किया गया है
 को पंजीयन के चिह्न में की गयी।
 पंजीयन दिनांक

MAR 2010

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(d) That the Owner does not suffer from any legal impediment, restrictions, restraint or other inability of any nature whatsoever in entering into this Agreement and that there is no legal impediment for the said Owner to apply for and obtain clearance or No Objection Certificate as and when necessary for the purpose of transfer and sale of the said land or any portion thereof to the developer or its nominee or nominees in one or more lots from time to time.

(e) That the land use of the said property as per the present records of the Department of Town and Country Planning of Raipur is Residential.

2. The said Developer has agreed to enter into this Agreement with the Owner to develop the said property and to employ its own funds and resources for the development of the property and construction of the building/s relying on the aforesaid covenants of the owner, otherwise it would not have entered into this Agreement.

3. In the premises and as agreed to have the said property developed and buildings thereon constructed by the said Developer, the said Owner hereby entrusts and grants unto to the Developer the right of development of the said property and construct building or buildings thereon for the mutual benefits of the parties hereto.

The Owner covenants with the Developer that such appointment is and shall always remain irrevocable and the Developer shall always have authorities from the owner to develop the said property and construct buildings.

4. In the premises aforesaid the said Developer agree to develop and/or cause to be developed the said property as shall be permitted by the Concerned Authorities for construction of one building or more buildings on the said land containing in the said property.

5. The Developer agrees that it shall obtain all permissions to develop the said property at its own costs, in the name of the Owner and shall keep the Owner informed about the progress in this respect. The Owner shall not be entitled to interfere in the work of development of the property and construction of building in pursuance of such permissions.

6. The Owner having agreed to entrust the work of development to the said Developer and to give and confer upon the Developer the exclusive and irrevocable rights and empowers to develop the said



राज्य (च.ग.)
राजधानी

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SPECIAL ADHESIVE

NON JUDICIAL

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property, the Developer agreed to pay the Owner Rs.243.16 lacs (Rupees two crores forty three lacs and sixteen thousand only), which will be paid in the following manner:-

Sl.No.	Year	(Rs. in lacs) Amount paid
1.	By 31st March 2012	121.58
2.	By 31st March 2013	97.26
3.	By 31st March 2014	24.32
	TOTAL	243.16

7. The Owner further agreed that --

(a) the said and transfer of the constructed portions shall be done, controlled and carried out exclusively by the Developer without any objection, challenge / denial or dispute by the Owner and

(b) the Developer will be entitled to enter into respective agreements for sale of the constructed portions of the said land in favour of the respective purchasers thereof and receive and hold entire consideration money (including the advance payments) without recourse to or consent of the owner and,

8. The land owner has taken the layout approval from Town & Contry Planning Department by their letter no. 6485 dated 25/10/08.

Also the land owner has received building construction permission (For all buildings) from Municipal Departments by their letter nos. (1) 127 dated 17/07/09 for Club House (2) 128 dated 17/07/09 for Commercial Building (3) 66 dated 22/05/09 for Twin Bungalows (4) 67 dated 22/05/09 for Row House (5) 68 dated 22/05/09 for B- Building (6) 69 dated 22/05/09 for A- Building (7) 70 dated 22/05/09 for E- Building. The developer agrees to construct the according to above referred permissions.

9. Agreement will not be treated as a partnership between the owner and the developer or an agreement for sale of the said lands by the Owner to the Developer. Developer is given only a right to develop the said plot and make constructions of the buildings and to sell the constructed areas and make agreements with the prospective buyers.






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- 10. The Development of the said property and construction of building or buildings on the said land shall be done by the Developer at its own costs and expenses and risks and on its own account. The said Developer shall construct the building or buildings in accordance with the building plans sanctioned by the Concerned Authorities and/or Municipality. The Developer shall be entitled to make necessary application for renewal and/or modification and/or for revalidation of the building plans from time to time and/or for grant of fresh sanction or new plans as the case shall be and in the behalf the Owners do hereby authorize and empower the Developer to sign all such applications and make necessary oral and written representations and sign all such plans, to get the said plans duly sanctioned and/or revalidated and extended as may be necessary. The Developer shall be entitled to thereof join the Owner in such application and sign the same for and in the name and on behalf of the Owner and make all such applications in the name of the Owner but the responsibility of obtaining all such permissions and sanctions will be of the Developer who will be responsible to meet and pay all costs also.
- 11. The said Owners hereby gives license, authority and permission to the developer to enter upon the said property and every part thereof with full right and authority to hold irrevocable possession of the same and to commence, carry on and to complete the development thereof and upon building plans being sanctioned to take up and commence, carry on and complete the construction of buildings.
- 12. The Developer shall do the work of construction of building and development of the property in accordance with the building rules and under supervision of qualified Civil Architect and Structural Engineer if necessary and the Developer shall be responsible to ensure that the said buildings are constructed strictly in accordance with the sanctioned plan and the building rules and within the permissible variations thereof.
- 13. The Owner shall execute a Registered general power of attorney seperately in favour of the Developer or its nominees giving all necessary powers required to carry out the work of Development, Construction and sale of property including creation of charge/mortgage in all respects as contemplated by these presents.
- 14. The Developer shall be entitled to carry out at its own costs, charges and expenses in all respects, all or any items of work for development of the said property, laying of drainage, cables, water



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pipes and other connections and lighting of inside paths and private road and other items as per the terms and conditions imposed by the Statutory Bodies while sanctioning the layout scheme and the plans and also other items of work as may be required to be carried out for the purpose of making the said and ready and fit for construction of buildings and structures therein. The Developer shall arrange funds and resources required for completion of the said items of works as per the stagewise completion schedule committed to the Purchasers of Flats. The Owner hereby agrees to render all assistance and co-operation that may be required by the Developer from time to time to carryout the development work in respect of the said property and construction and completion of buildings and structures thereon in accordance with the terms and conditions of this agreement and also as may be stipulated by the Municipality and/or concerned authorities and in respect of any other matters relating to or arising there from.

15. The Developer shall be at liberty to sell and/or allot the dwelling units or flats and/or any other tenements and/or rights in the buildings and structures to be constructed on the said property on such terms, conditions and considerations and/or enter into any package, deal, arrangement for allotment of buildings and structures to be constructed on the said property at such price and on such terms and conditions and provisions as the Developer may think fit.



6. The Developer, at its option, shall consume or utilize the full F.A.R. available in respect of said property to be developed and the owner will not have any rights to raise objection or otherwise use or permit use of any portion of F.A.R. available in respect of the property under reference.

17. The Owner shall at the request and costs of the Developer sign and execute from time to time the plans and other applications for layouts, sub-division, construction of the buildings and approvals by the Municipality or other authorities provided that all costs, charges and expenses of sanction etc. including Architect's fees in this connection shall be borne and paid by the Developer alone and the Developer shall indemnify and keep indemnified the Owner from and against all actions, suits, proceedings, fines, penalties, architect's fees and all costs, charges, expenses and damages if incurred or suffered by the Owner.

18. The Developer shall be entitled to put up and permitted to be put up advertisement boards upon the said property.

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19. All out-of-pocket expenses of and incidental to this Agreement including Stamp Duty and registration charges shall be borne and paid by the Developer. The owner and the developer shall also pay their respective advocates fees.

20. The Developer shall be solely entitled to enter into separate contracts in his own name with building contractor, architects and other "or" carrying out the said development at his risk and costs.

21. The said Owner further agrees with the said Developer.

(a) Not to cancel this agreement without mutual consent of the parties hereto .

(b) Not to inter into any agreement of sale and transfer of the said land/property or for mortgage or security of the said property in any manner in favour of anybody else, except in favour of the Developer.

(c) To sign all documents, papers, applications, deeds and demands, it shall be from time to time, required by the said Developer to be signed by the said owner but at the costs and expenses and risks of the said Developer.

(d) Not to permit any other person to enter into the said property or to disturb the rights of the said Developer.

(e) To produce all original documents of title of the land and all certificates of title relating thereto including its land use before all purchasers and their Advocates and satisfy about the conformity of the title and the ownership of the title as and when required and in the meantime to hold possession of the title deeds protected, unobliterated, uncancelled and undefaced.

(f) To clear up on pay all outgoings and municipal taxes of the said property upto the date thereof.

(g) The Co-operate with Developer in every manner in respect of the development of the said property and construction of the building or buildings on the land thereof as and when required by the said developer.

(h) To pay and discharge all income tax and wealth Tax liabilities of the owner and to keep the said property unattached.



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Schedule - ADescription of Property

All the lands situated near Avanti Nagar, Inside 100 ft. from the main road under Municipality Limit Maharishi Walmiki Ward No.28, Telibandha, P.H.No.113, Raipur, Tah. & Dist. Raipur (C.G.)

<u>Kh.No.</u>	<u>Area</u>
426/12	0.253
426/54	0.257
426/2	0.012
426/7	0.182
426/9	0.061
426/11	0.202
426/52	0.202
426/53	0.217
424/3	0.028
New 426/65 Old 426/1	0.162
426/3	0.067
New 425/3 Old 425/2	0.147
424/2	0.082

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कार्यालय कलेक्टर परिवर्तित शाखा रायपुर
सूचना पत्र प्रारूप अ

आदेश दिनांक 6/11/08
31/2 वर्ष 2008-09
31/2 वर्ष 2008-09

ज.वि.अ./वि.क.अ.मामला क्र./211/A-2
वि.क.अ./वि.क.अ.मामला क्र./195/A-2
प्रां. श्री/श्रीमती मे. संसार विडस प्रो. सत्येन्द्र झा

आत्मज/पति श्री. श्री. अशोक
निवासी मिर्जापुर जिला रायपुर
प.ह.नं. 113 तहसील रायपुर
जिला रायपुर (छ.ग.) लेखीवाड़ा

आपको सूचित किया जाता है कि निम्नलिखित भूमि अकृषि कार्य में परिवर्तन होने के कारण उस पर निम्न अनुसूचित के खंड-5 में लिये अनुसार संशोधित राजस्व निर्धारण हो चुका है। जिसकी यथा विधि पुष्टिकरण हो गई है।

ख.नं. परिवर्तितपूर्व की राजस्व संशोधित राजस्व राजस्व लगान जो निवारण व्यवसाय हेतु निर्धारण किया गया
आदि भूमि का कृषि भूमि अकृषि भूमि पर निर्धारित हुआ निर्धारण किया गया

ख.नं. 424/3, 425/3, 426/3, 7, 9, 11, 12, 52, 53, 54, 65 (आवास, व्यवसाय, अशोक)

प.ह.नं. 113 ग्राम लेखीवाड़ा प्रयोजन हेतु
एकमा वर्गीकरण में (अंकों में) 19.1743 का (आवास) लगान 17594.200 रुपये का 5% अधोसंरचना

विकासकर एवं 5% पर्यावरण उपकर 3684.00 (व्यावसाय) = कुल 2014270.43

टीका (शब्दों में) दो लाख एक हजार चार सौ सत्तर वि.क. अ. प.क.
टीका : उक्त रकम आपको दिनांक 01.10.2008 से प्रारंभ होने वाले राजस्व वर्ष में एक ही विषय में प्रतिवर्ष तहसीलदार को भुगतान करना होगा।

रायपुर, दिनांक रायपुर
परिवर्तित भूमि का निर्धारित लगान रूपये 17594.200
प्रतिवर्ष की दर से वर्ष 2008 से 2009 तक निम्नानुसार

- (1) लगान रूपये 17594.200
- (2) प्रीमियम 1962.00 = 200
- (3) अधोसंरचना विकासकर 880.00 = 200
- (4) पर्यावरण उपकर 880.00 = 200
- (5) पंचायत उपकर *
- (6) अर्थदण्ड *

योग राशि 21555.400 अक्षरी दो लाख पंद्रह हजार पाँच सौ चौदह
प्रस्तुत भूत चालान क्रमांक / नं. 6487092 दिनांक 10/11/08 को भारतीय स्टेट बैंक
मुख्य शाखा रायपुर में जमा किया गया। प्रकरण में 172(1) के तहत व्यपवर्तन अनुज्ञा निम्नांकित

आरोपित शर्तों के अधीन माना जावे।
प.नं. आवेदक भवन निर्माण कार्य प्रारंभ करने के पूर्व अनावेदक को एक अभिविन्यास अनुमोदन कराकर सादर विभागों से
निम्नलिखित अनुज्ञा प्राप्त करेगा।
बिना अनुज्ञा के अन्य प्रयोजनों में उपयोग न किया जावे।

अनुज्ञा विभागों से विभाजन न करने।
आरोपित शर्तों की पालन किया जावे।



रायपुर, दिनांक 6/11/08
विशेष कार्यवाही अधिकारी
निवेश कर्ता सत्येन्द्र झा
रायपुर, दिनांक 6/11/08
परिवर्तित भूमि
रायपुर (छ.ग.)
अनुज्ञा क्र. /क/परि.पु.लि.अ.वि.अ. दिनांक 6/11/08
अनुज्ञा क्र. /क/परि.पु.लि.अ.वि.अ. दिनांक 6/11/08
अनुज्ञा क्र. /क/परि.पु.लि.अ.वि.अ. दिनांक 6/11/08

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संस्थानिका

फार्म की-1
(परिमल एक-1 को कोडिकाम 15 देखने)

वर्ष

किसलबन्दी खतीर्ना (आसानीवार) ग्राम का नाम

नेरवाडी पञ्चग. ११६ गहसील

रायपुर

जिला

रायपुर

वर्ष

खत के बर्ष	खत और बकनाय नं				वसुतियां				खतने में क्या करने के बर्ष				वर्ष की समाप्ति पर बाकी		वर्ष की समाप्ति के पश्चात् की वसुतियां	वर्ष की समाप्ति के बाद की समाप्ति के बर्ष
	खत में प्रत्येक मू-यापन का नाम	प्रत्येक मू-यापन का क्षेत्र का मूल क्षेत्र	किस्ती के बर्ष	मू-यापन (अन्वयन)	योग	प्रमाण करने वाले बर्ष का नाम	प्रमाण की तारीख	मू-यापन (अन्वयन)	योग	खतन किया करने का नाम	वना करने की तारीख	वसुतियां	वर्ष की समाप्ति पर बाकी	वर्ष की समाप्ति के पश्चात् की वसुतियां		
१	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
२	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
३	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
४	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
५	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
७	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
८	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
९	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
१०	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
११	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
१२	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
१३	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
१४	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
१५	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
१६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
१७	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
१८	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
१९	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
२०	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
२१	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
२२	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६
२३	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६	११६



रायपुर
२६.११.०८
परिभाषित शाखा

Handwritten signature

Handwritten signature

- 22. The Developer shall be responsible for keeping and holding possession of the said property and to construct the building or buildings and do the development work.
- 23. The Developer shall be discharged from its obligations under this Agreement on completion of construction of buildings and in accordance with the building plans sanctioned by the concerned authorities. However, the Developer shall have right over the terraces of the buildings and shall be at liberty to either sell it or utilize it for further construction in case the additional FAR is granted by the concerned authorities.
- 24. Till such time the association of purchasers of flats is formed, the Developer shall be responsible for providing the maintenance services to the residents and the Developer shall also be entitled to collect maintenance charges from the residents of the flats in said property.
- 25. In case of any delay, the Developer shall pay to the owner interest at the rate of 15% per annum on the amount unrealized by the owner on the stipulated date. While computing the above stated unrealized amount, the amounts already received by the owner from the Developers shall be reduced.
- 26. The owner has no objection to mortgage the said property with any financial institution for loan to the Developer.

IN WITNESS WHEREOF, The parties hereto have set their respective hands,
the day and year first herein above.

Date : 30.3.10

Written and Signed
IN THE PRESENCE OF

1. Satish
Satish Sahu
S/o. Shri C.R. Sahu
Tikrapur Raipur

2. Rahul
Nirmesh Kumar Sahu
s/o Shri Ram Lal Sahu
Tendra Raipur.

Written and SIGNED AND SEAL BY

Party No.1 (The Owner)

[Signature]

Party No.2 (The Developer)

[Signature]
[Signature]

Drafted By: S.K. Agrawal, Vijay Sahu, R.K. Pantel
Advocates Raipur.

अपना मत दिया जाता है कि एक विभाग के
...के पंक्ति क्रमांक...
...की गयी है / नहीं की गई है।
...निष्पत्ति पर विविध निष्पत्ति प्रदान की जायेगी।

...

अपना मत दिया जाता है कि एक विभाग के
...के पंक्ति क्रमांक...
...की गयी है / नहीं की गई है।
...निष्पत्ति पर विविध निष्पत्ति प्रदान की जायेगी।
30 MAR 2010
...

30 MAR 2010
आज तारीख
को पुस्तक क्रमांक 46840
...
... (638) ...
...



अपना मत दिया जाता है कि एक विभाग के
...के पंक्ति क्रमांक...
...की गयी है / नहीं की गई है।
...निष्पत्ति पर विविध निष्पत्ति प्रदान की जायेगी।
30 MAR 2010
...

- ① Satish
- ② Bahu

... 262250 ...
... 262250 ...
...