

SALE DEED

(Sale price amount Rs. /- only)

This sale Deed made and executed at Umbergaon
on this day of , 2017 BETWEEN

(1) MR. VIRAJ JANAKKUMAR MAJMUDAR, [PAN NO. AACPM9293K] AGE ADULT, Indian Inhabitant Of Mumbai Hereinafter Called the "the OWNER NO.1" Residing at:- A-703, Everest Apartments, Opp. GANGA Bhavan, off Versova Yari Road, Andheri(west) Mumbai: 4000067, (2) MR. MR SHYAM JANAKKUMAR MAJMUDAR, [PAN NO. AAHPM7061N] AGE ADULT, Indian Inhabitant Of Mumbai Hereinafter Called the "the OWNER NO.2" Residing at:- B-602, 6TH FLOOR, Evershine Embassy, Opp. Country Club, Veera Desai Road, Andheri(west) Mumbai: 4000053, hereinafter called as "THE VENDOR" ("LAND OWNER") (Which expression shall unless it be repugnant to the context or meaning thereof to deemed to mean and his legal heirs, successors, executors, administrators and permitted assigns) PARTY OF THE FIRST PART

AND

M/S. G.M. INFRASTRUCTURE, A Partnership Firm, registered under the Indian Partnership act, 1932 having their Registered office at 302, Corporate Arena, 3rd Floor, off Araey Piramal Cross Road, Goregaon (West), Mumbai-400104, Represented by its Partners:

- 1. SHRI RADHESHYAM GOENKA, adult Occupation: Business,**
2. SHRI ANESH GOENKA, adult Occupation: Business,
Both residing at: A1/13 & 14 Daffodil, Mahindra Gardens CHS
Ltd, S.V.Road, Goregaon (West), Mumbai-400062.

"THE CONFIRMING PARTY" ("DEVELOPER") (Which expression shall unless it be repugnant to the context or meaning thereof to deemed to mean and legal heirs, successors, executors, administrators and permitted assigns) **PARTY OF THE SECOND PART.**

AND

(1)

Hindu, Indian Inhabitant, Residing at: -

Hereinafter called as **"THE PURCHASER"** (Which expression shall unless it be repugnant to the context or meaning thereof to deemed to mean and his legal heirs, successors, executors, administrators and permitted assigns) **PARTY OF THE THIRD PART.**

WHEREAS a piece or parcel of land situated lying and being city Survey no: - 132 A / ½ B1A (775.09 Sq. Mtrs) Situated lying and being within the city Survey limits of Umbergaon, Taluka:-

Umbergaon Dist :- Valsad more Particularly described in the First Schedule hereunder written (herein after referred to as the

"SAID PROPERTY") was of the OWNERSHIP of Ganpat Narayan

Mohite, and after his death the plot of land was transferred to his legal heirs i.e. Bhagwant Ganpat Mohite & Naranayan Ganpat Mohite. They had sold the said plot of land to Indumati Ratilal Sanjanwala under a registered sale deed. The said sale deed was duly registered at document registration serial no. 356 - dated 19/07/1967. The entry of the said sale transaction is recorded on property registrar card on 04.09.1967.

During her lifetime, she has made a will on 30.11.1973,

Accordingly as per the said will the property has been inherited by the beneficiary Shyam Janakkumar Majmudar, Accordingly the name of Shri Shyam Janakkumar Majmudar has been mutated on Property register card of City Survey No. 132 A / ½ B1A admeasuring 1226.60.27 Sq. Mtrs on 25.04.1976.

Thereafter the said Shyam Janakkumar Majmudar has entered the name of Shri Prabodhchandra Hagovandas Sanjanwala in the property City Survey No. 132 A / ½ B1B admeasuring 451.51.02 Sq. Mtrs out of total land admeasuring 1226.60.70 Sq. Mtrs on 07/04/1990. The entry of the said Consent by Virtue of Affidavit and Panchnama is recorded on Property Register Card of C.S. No. 132 A / ½ B1B admeasuring 451.51.02 Sq. Mtrs on 02.07.1990, by the City Survey Superintendent.

Thus the property bearing city Survey no: - 132 A / ½ B1A admeasuring 775.09.25 Sq. Mtrs out of total land admeasuring 126.60.27 Sq. Mtrs is of the sole ownership of Shri Syam Janakkumar Majmudar.

WHEREAS a piece or parcel of land situated lying and being at plot of land bearing 132A / ½ B2 (1234.86.38 Sq. Mtrs) Situated lying and being within the City Survey Limits of Umbergaon, Taluka Umbergaon, Dist – Valsad more particularly described in the First Schedule hereunder written, (hereinafter referred to as the "**SAID PROPERTY**") was of the ownership of Pushpavati Alias Meeraben Mulchanddas Modi. She has sold the said plot of land to Indumati Ratilal Sanjanwala under a registered sale deed. The said sale deed was duly registered at document registration serial No. 298, dated 20.06.1958. The entry of said sale transaction is recorded on property register card on 22.10.1958. During her lifetime, she made a will on 30.11.1973. Accordingly, as per the said will the property has been inherited by beneficiary Viraj Janakkumar Majmudar in Presence of Executor. Accordingly the name of Shri Viraj Janakkumar Majmudar has been mutated on property register Card of City Survey 132A / ½ B2 (1234.86 Sq.mtrs) on 25.04.1976.

Thus the property bearing City Survey 132A / ½ B2 (1234.86 Sq.mtrs) is of the sole ownership of Shri Viraj Janakkumar Majmudar.

The said owners have thereafter executed the deed of sale without consideration of their ½ share in both the city survey Nos. 132 A / ½ B1A admeasuring 775.09.25 Sq.mtrs & of City Survey 132A / ½ B2 (1234.86.38 Sq. Mtrs). The said sale deed was duly registered in the Office of the Sub registrar Umbergaon on 26.06.2014 at document registration serial Nos. 2243 & 2244 respectively. Thus, as per the said deed the property bearing City Survey Nos. 132A/ ½ B1A admeasuring 775.09.25 Sq. Mtrs & City Survey 132A/ ½ B2 (1234.86.38 Sq. Mtrs) is of the joint

ownership of Shri Shyam Janakkumar Majmudar & Shri Viraj Janakkumar Majmudar.

AND WHEREAS by an Development Agreement registered in the Office of the Sub Registrar Umbergaon on dated 9th February 2015 document registration serial No 472/2015, In respect Said Property executed between **(1) MR. VIRAJ JANAKKUMAR**

MAJMUDAR (2) MR SHYAM JANAKKUMAR MAJMUDAR

(hereinafter referred to as "**the Original Owner**") of the One Part and the Developer **M/S. G.M.INFRASTRUCTURE, A**

Partnership Firm, the Promoters/Developers of the Other Part (hereinafter referred to as per the "**Development Agreement**"), the Promoters became entitled to the Said Property and the construct thereon building/s in accordance with terms and conditions contained in the Deed of Development Agreement ,

AND WHEREAS the Commencement Certificate for the proposed Residential with Shop Line Buildings is granted by the Town planning Officers, Umbergaon vide Order No. Javak no. Bandhkam/Reg/123 dated 09/02/2016 Therav No. 19/3.

AND WHEREAS the Town Planning Officer, Umbergaon Nagarpalika has also granted permission to construct ground and eight floors of the proposed Residential with Shops vide an Order No. Javak no. Bandhkam/Reg/123 dated 09/02/2016 Therav No.19/3.

AND WHEREAS the Town Planning Officer, Umbergaon Nagarpalika has also granted permission to construct ground and eight floors of the proposed Residential with Shops vide an Order No. Javak No./Reg/123 dated 09/02/2016 Therav No. 19/3 has in terms of the Provisions of Town Planning Act 1976 Section 29, granted necessary permission to put inter-alia the said larger properties to non-agricultural use and the said permission is valid, subsisting and in operation in as much as out of the several

lands in respect of which the said non-agricultural permission has been granted have been put to non –agricultural use.

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AND WHEREAS by an Development Agreement registered in the Office of the Sub registrar Umbergaon on dated 9th February 2015 document registration serial No 472/2015. In respect Said Property executed between

(1) MR. VIRAJ JANAKKUMAR MAJMUDAR

(2) MR SHYAM JANAKKUMAR MAJMUDAR (hereinafter referred to as the “**Original Owner**”) of the One Part and the Developer **M/S. G.M.INFRASTRUCTURE, A Partnership Firm** of the Other Part (hereinafter referred to as per the “**Development Agreement**”), the Promoters became entitled to the Said Property and construct thereon building/s in accordance with terms and conditions contained in the Deed of Development Agreement, has agreed to assign the development rights of Building i.e. Wing “A”& “B” consisting of ground plus 8 upper floors, admeasuring 104051.39 Sq Ft.(as per RERA calculation) to be constructed in the layout of the said property, more particularly described in the Second Schedule hereunder written to the Promoters herein, at the price and on the terms and conditions stipulated therein.

AND WHEREAS the Builders / Developers has undertaken the work of construction on Project Land of **Building, Wing “A”& “B” known as “Gopal Krupa”** comprising of Ground + 8 upper floors more particularly described in the Second Schedule hereunder written, (hereinafter referred to as the “**Said Building**”)

AND WHEREAS the Allotee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as to as the said "**Apartment**") in the Wing 'B' (herein after referred to as the said "**Building**") being constructed by the Promoter

AND WHEREAS THE OWNERS & PROMOTERS/DEVELOPERS had decided to construct building in two Wings "A" and "B" and whole complex is named as "**Gopal Krupa**"

AND WHEREAS THE OWNERS & PROMOTERS/DEVELOPERS had shown the documents, deeds and permission granted by the local authorities for constructing the said building to THE PURCHASER AND THE PURCHASER is fully satisfied that the Title to the said property is clear and marketable and THE DEVELOPER have completed and carried out all work satisfactorily.

AND WHEREAS THE OWNERS & PROMOTERS/DEVELOPERS have agreed to sell to THE PURCHASER and THE PURCHASER have agreed to purchase from THE OWNERS & PROMOTERS/DEVELOPERS on ownership basis a FLAT / SHOP No- on _____ Floor in Wing "___" in the building known as "**Gopal Krupa**" having Carpet Area admeasuring _____ Sq. Ft (i.e _____ Sq. Mtrs) in the said building (more particularly described in schedule-B hereunder Written) with full notice and understanding for a sum of Rs. _____ (_____ ONLY) being the full and final purchase price paid by the Purchaser. And THE PURCHASER has paid THE OWNERS & PROMOTERS/DEVELOPERS have received the said full purchase price said FLAT.

THE OWNERS & PROMOTERS/DEVELOPERS doth hereby admit and acknowledge the receipt of full payment and THE OWNERS & PROMOTERS/DEVELOPERS hereby convey, Transfer and assign hereto FLAT No - _____ on _____ Floor in Wing "___" in the building known as "Gopal Krupa" having Carpet Area admeasuring _____ sq.feet (i.e _____ sq.mtrs.) Having to THE PURCHASER with full ownership.

**THE VENDORS DOTH COVENANTS WITH THE PURCHASER
THEIR HEIRS AND ASSIGNED AS FOLLOWS: -**

1. THE OWNERS & PROMOTERS/DEVELOPERS doth hereby grant, convey, transfer, assign and assure unto THE PURCHASER and free from encumbrances the FLAT / SHOP more particularly described in the schedule – B hereunder written with full ownership or interest in staircase, land below and ally-ways, passages, drains water courses, together with the benefit of all ancient and other lights, liberties, easements, appendages, and appearances and all estate rights, title, interest, property claims, whatsoever of THE OWNERS & PROMOTERS/DEVELOPERS in the said FLAT / SHOP free from encumbrances and attachments whatsoever except the right of demolition or committing waste TO HAVE AND TO HOLD the FLAT / SHOP hereby conveyed to THE PURCHASER absolutely.

2. The OWNERS & PROMOTERS/DEVELOPERS does hereby covenant with The Purchaser that notwithstanding any acts, deed or things before done, executed or knowingly suffered to the contrary, THE OWNERS & PROMOTERS/DEVELOPERS are now lawfully, seized and possessed of the said FLAT / SHOP hereby conveyed to THE PURCHASER and free from all other encumbrances attachments or defect in title whatsoever AND THE PURCHASER shall hereafter peaceably and quietly hold, possess and enjoy the said FLAT / SHOP without any claim or demand whatsoever from THE OWNERS & PROMOTERS/DEVELOPERS or any person claiming through or under THE OWNERS & PROMOTERS/DEVELOPERS AND FURTHER THAT THE OWNERS & PROMOTERS/DEVELOPERS covenants with THE PURCHASER to save harmless, indemnify and keep indemnified THE PURCHASER from or against all encumbrances charges and equities whatsoever AND THE OWNERS & PROMOTERS/DEVELOPERS further covenants that it shall at the request and cost of THE PURCHASER do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and perfectly conveying and assuring the said FLAT / SHOP and every part thereof in manner aforesaid according to the true intent and meaning of this deed.

3. That the OWNERS & PROMOTERS/DEVELOPERS or anyone have not offered the said FLAT / SHOP as security for any nominees advanced by any party to the OWNERS & PROMOTERS/DEVELOPERS.

4. That all rates and charges shall be borne and paid by OWNERS & PROMOTERS/DEVELOPERS to The Government or Municipality till the possession of Flat/Shop is given to the Allottee/Purchaser.

5. THE OWNERS & PROMOTERS/DEVELOPERS hereby confirm that THE PURCHASER has full right, transfer and sell all their ownership rights and other rights, title and interest of the said FLAT / SHOP with all common facilities and amenities to any other person or persons in future.

6. The OWNERS & PROMOTERS/DEVELOPERS hereby confirm the said FLAT / SHOP as per the conditions of Development Agreement dated executed between the vendors & the developer.

THE OWNERS & PROMOTERS/DEVELOPERS COVENANTS WITH THE PURCHASER AS FOLLOWS: -

1. The OWNERS & PROMOTERS/DEVELOPERS have good right title and interest for the said FLAT / SHOP to THE PURCHASER and that THE PURCHASER had taken the possession of the said FLAT / SHOP from THE OWNERS & PROMOTERS/DEVELOPERS.

2. The PURCHASER shall hereafter peacefully hold use and enjoy the same as their own property without any hindrance interruption, claim or demand by or from THE OWNERS & PROMOTERS/DEVELOPERS or other person Whomsoever.

3. The OWNERS & PROMOTERS/DEVELOPERS doth hereby grant, convey, transfer, assign and assure unto THE PURCHASER and free from encumbrances the FLAT / SHOP more particularly described in the Schedule – B hereunder written with full ownership or interest in staircase, land below and ally – ways passages, drains, water courses, together with the benefit of all ancient and other lights liberties, easements, appendages and appearances and all estate rights title, interest property claims whatsoever of THE OWNERS & PROMOTERS/DEVELOPERS in the said FLAT / SHOP free From encumbrances and attachments whatsoever except the right of demolition or committing waste TO HAVE AND TO HOLD the FLAT / SHOP hereby conveyed to THE PURCHASER absolutely as per the conditions or development agreement dated executed between the Vendors & The Developers.

4. The OWNERS & PROMOTERS/DEVELOPERS further declared that the terrace on the said building is the exclusive property of THE OWNERS & PROMOTERS/DEVELOPERS and THE PURCHASER or occupant shall have no right to make use of the said portion except with the previous permission in writing from THE OWNERS & PROMOTERS/DEVELOPERS obtained for the purpose. And THE OWNERS & PROMOTERS/DEVELOPERS shall in their absolute discretion be entitled to allot the said terrace to any person whomsoever with or without consideration thereof.

5. It is further expressly declared that THE OWNERS & PROMOTERS/DEVELOPERS hereby reserves their rights to make construct in on the terrace of the building, such additional structure as be permitted by the Municipality and such other parallel authorities and also by Architect and Engineers, and THE PURCHASER shall have no right to obstruct thereto and such additional structures will be also sole property of THE OWNERS & PROMOTERS/DEVELOPERS and THE OWNERS & PROMOTERS/DEVELOPERS shall be entitled to dispose it in any way as they choose and THE PURCHASER hereby irrevocably consent to the same.

6. The OWNERS & PROMOTERS/DEVELOPERS are at liberty to enter in FLAT / SHOP shown in Schedule-B for the purpose of cutting off supply of water or electricity to the FLAT / SHOP or any other FLAT or any other FLATS in respect thereof THE PURCHASER or the occupier of such FLATS as the case may be shall make default in paying their share of charges or electricity dues.

7. The OWNERS & PROMOTERS/DEVELOPERS have also provided to the purchaser water connection and power connection with Suitable Capacity in the said FLAT / SHOP.

8. The OWNERS & PROMOTERS/DEVELOPERS hereby confirm that the Purchaser have full right, transfer and sell all their ownership rights and other rights, title and interest of the said FLAT / SHOP with all common facilities and amenities to any other person or person in future.

9. The OWNERS & PROMOTERS/DEVELOPERS agreed to sale of the said FLAT/ SHOP as per the conditions of Development Agreement dated-..... executed between The Vendors & The Developer.

10. The OWNERS & PROMOTERS/DEVELOPERS hereby gives consent that THE PURCHASER shall be entitled to get their names entered in the GOVT. Records and Municipality / Gram panchayat records for the FLAT / SHOP by producing this DEED of sale. And THE OWNERS & PROMOTERS/DEVELOPERS does here by agree to give their statements and signature whenever necessary to the said FLAT/SHOP in the name of THE PURCHASER if necessary.

11. That the terrace and parking space shown as parking in layout plan shall be the exclusive property of THE OWNERS & PROMOTERS/DEVELOPERS.

12. The OWNERS & PROMOTERS/DEVELOPERS will provide Lift in the said building. And THE PURCHASER is entitled to use the Lift with the other FLAT / SHOP holder. And THE PURCHASER has to obtain licence for the Lift and renewal of the said licence with other occupiers or FLAT / SHOP holders of the said building at their own costs. And THE VENDORS / DEVELOPERS are not responsible for the same in future.

THE PURCHASER DOTH COVENANTS WITH THE VENDORS / DEVELOPERS AS FOLLOWS: -

- 1)**THE PURCHASER had taken the inspection of all documents, building plans, including permission granted by the local authorities for constructing the said buildings with all common and exclusive amenities & all item and work carried out by THE VENDORS / DEVELOPERS and THE PURCHASER is fully satisfied that the title to the said property is clear and marketable and THE VENDORS / DEVELOPERS had completed and carried out all work satisfactorily.
- 2)**THE PURCHASER shall have right to use lobbies and staircase in common with other holders.
- 3)**THE PURCHASER hereby conversant to keep the said FLAT / SHOP walls partition walls, servers, drains, pipes, water pipes, electricity fixation and other appearances hereto belonging in good and tenantable repair and conditions and in particulars so as the support, shelter and inlet the parts of the building other than his premises and shall abide by all rules and regulations of the Government or Municipality or Gram panchayat.

- 4)**THE PURCHASER shall not throw dirt, rubbish, rage, or other refuse or permit the same to be thrown from the said FLAT / SHOP and shall not store in the premises any goods or hazardous or combustible nature of which are too heavy to effect and construction or the said building.
- 5)**THE PURCHASER shall permute THE VENDORS / DEVELOPERS and their surveyors and agents with or without workmen and other at all reasonable time to enter into and reasonable time to enter into and upon the said premises or any part thereof for the repairing any part of the building and for the purpose of making repairing, maintaining rebuilding cleaning, lighting and keeping in order and good condition all service drains, pipes, cable, water courses, gutters, wires, party structure or other convenience belonging to or serving or used for the said building and also for the purpose of laying maintaining, repairing, renewing and testing, drainage and water pipes and electric and telephone wire and for similar purpose also for the purpose of cutting off supply of water or electricity to the FLAT / SHOP or any other FLAT IN THE BUILDING in the Building in respect therefore THE PURCHASER of the occupying of such FLAT / SHOP as the case may be shall make default in paying his/her share of water changes or electricity dues.
- 6)**THE PURCHASER shall have to pay the proportionate share of all existing and future assessments and outgoing of every description in respect to the said land building thereon as well as anything for the time being thereon.
- 7)**THE PURCHASER shall not cause or permitted to do any nuisance or annoyance in or upon the premises or disturbance to the holders of the FLAT / SHOP or the property in the neighbourhood.
- 8)**THE PURCHASER shall not use the said FLAT / SHOP For any other purpose other than as a residential use.
- 9)**THE PURCHASER shall maintain the front elevation and the side and rear elevation of the said building in the same form and shall not any time alter the said elevation in any manner whatsoever the nature of the said FLAT / SHOP or any part thereof.

- 10)** THE PURCHASER shall pay the proportionate charges/expenses of maintainability of the said building including the repairs etc. And also, will have to pay the proportionate charges for the maintainability of drainage, gutter pipes lines, electric fittings, maintenance for the common amenities provided by THE OWNERS & PROMOTERS/DEVELOPERS such as internal Road, garden etc. In or under or upon the said building and enjoyed or used by THE PURCHASER in Common with the other occupier of the said building including the main entrance – passage landings, boundary walls compound etc. And staircase of the building as enjoyed by THE PURCHASER in common with occupation of the said building.
- 11)** THE PURCHASER shall not be entitled to claim partition of their share in the said land and the same shall always remain impartial.
- 12)** THE PURCHASER declared that the terrace shall be the exclusive property of OWNERS & PROMOTERS/DEVELOPERS.
- 13)** THE PURCHASER shall be entitled to get their names entered in the Govt. Records for and Gram Panchayat / Nagarpalika Records for the FLAT / SHOP by producing this deed of sale and THE OWNERS & PROMOTERS/DEVELOPERS do hereby agree to give their statements and signatures whenever and wherever necessary to transfer the said SHOP in the name of the purchaser.
- 14)** THE PURCHASER has to obtain licence for the Lift & Generator and renewal of the said licences with other occupier or FLAT / SHOP holders of the said building at their own costs.
- 15)** THE PURCHASER is strictly prohibited to park their vehicle in front of the building or open space or at the entrance of the building.
- 16)** THE PURCHASER declared that the terrace and parking space shown as parking in layout plan shall be the exclusive property of THE OWNERS & PROMOTERS/DEVELOPERS.
- 17)** THE PURCHASER will not be entitled to get direct connections such as water pipes lines, electricity lines, gas lines, etc. Without the previous permission in writing from THE OWNERS & PROMOTERS/DEVELOPERS.
- 18)** THE PURCHASER will become member of Service Society or FLAT Owners Association which will be formed after the building is ready for the occupation. And THE PURCHASER will pay proportionate charges for the registration /forming of

the society / Association. And THE PURCHASER will become a Member of the said Society/Association and will abide all rules and regulation of the said Society.

19) The stamp duty and the registration charges borne and paid by the purchaser and the OWNERS & PROMOTERS/DEVELOPERS shall not in any event be liable to pay such costs, charges and expenses in future also.

: : SCHEDULE OR DESCRIPTION OF PROPERTY : :
: : SCHEDULE – A : :

All that piece or parcels of N.A. land or ground laying and being at Umbergaon, Tal – Umbergaon, Dist – Valsad, Sub – District Umbergaon City Survey No. 132A / ½ B1A admeasuring 775.09.25 Sq. Mtrs & City Survey No. 132A/ ½ B2 1234.86.38 Sq. Mtrs and bounded as follows.

On or towards North by: City Survey No. [1] 132/B

[2] 132/A/2/B3

On or towards south by: City Survey No. [1] 129

[2] 132/A½/B1B

On or towards East by: Umbergaon Sanjan Road

On or towards West by: Dehri Road

: : SCHEDULE – B : :

FLAT No - Floor in wing “B” in the building known as Gopal Krupa having SUPER BUILT UP Area admeasuring -00 sq. Feet (i.e. 64.59 Sq. Mtrs) built upon the land referred to Schedule – A hereabove written with undivided impartible 10.00 Sq. Mtrs. share in the land.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and the year first hereinabove written.

SIGNED, SEALED & DELIVERED
By the within named THE VENDOR FOR

.....

SIGNED, SEALED & DELIVERED
By the within named THE DEVELOPERS For Through its
General power of Attorney appoint, constitute and
nominate the partners of M/S

.....

Witness :
(1)

(2)

SCHEDULE

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PHOTOGRAPH OF THE PROPERTY

**Village : Umbergaon, Taluka – Umbergaon, Dist –Valsad,
Gujrat State.
Name of Building : Gopal Krupa -Wing “B”
FLAT / SHOP Number :
OWNERS & PROMOTERS/DEVELOPERS Signature :**

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