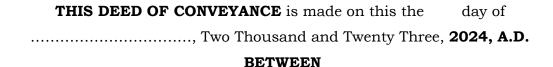
#### **DEED OF CONVEYANCE**



- (1) **SMT. MANJU ROYCHOWDHURY**, wife of Sri Tejomoy Roychowdhury, by Religion Hindu, by occupation Business, by nationality Indian, residing at CE-214, Salt Lake City, Sector-I, P.O. Bidhannagar CC. Block, P. S. Bidhannagar North, Kolkata-700064, Dist.24 Pgns(N), PAN .No.ADLPR0544C,
- (2) **SRI JOYDEEP ROYCHOWDHURY**, son of Sri Tejomoy Roychowdhury, by Religior Hindu, by occupation Business, by nationality Indian, residing at CE-214, Salt Lake City, Sector-1, P.O. Bidhannagar CC Block, P. S. Bidhannagar North, Kolkata-700064, Dist.24 Pgns(N), PAN No.AENPR0571G,
- (3) **SRI INDRADEEP ROYCHOWDHURY**, son of Sri Tejomoy Roychowdhury, by Religion Hindu, by occupation Business, by nationality Indian, residing at CE-214, Salt Lake City, Sector-I, P.O. Bidhannagar CC Block, P. S. Bidhannagar North, Kolkata-700064, Dist.24 Pgns(N), PAN No.AHDPR0794C, hereinafter jointly called the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the context and subject hereof be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

#### AND

M/S. UJAN REALTY PVT. LTD., a company incorporated under the Companies Act, 1956, having its registered office at 223, Kankurgachi 2nd Lane, Police Station Phool Bagan, P.O. -Kankurgachi, Kolkata 700 054, PAN No.AABCU1458N, represented by its Director namely SRI JAYANTA BOSE, son of Sri Asit Ranjan Basu, by Religion Hindu, by Occupation - Business, By Nationality-Indian, residing at Premises no.P-22/1, V.I.P. Road, C.I.T. Scheme, VIIM, P.S. Maniktala, P.O. Kankurgachi, Kolkata - 700054, PAN.AGUPB8493L, hereinafter called the "DEVELOPER/CONFIRMING PARTY" (which term or expression shall unless

excluded by or repugnant to the context or subject be deemed to mean and include it's successors-in- office, executors, representatives) of the SECOND PART.

#### AND

WHEREAS by virtue of a registered Deed of Partition dated 11.10.1947 registered at the Office of the Registrar of Calcutta, recorded in Book No.I, Volume No.106, pages 82 to 116, Being No.3570, for the year 1947, executed by and between Shyam Dulal Sreemany, the party of the first part, Nanda Dulal Sreemany, the party of the second part and Gobinda Dulal Sreemany, the party of the third part, the parties divided and demarcated their ancestors property in various places and allotted their property in respective places, according to Schedules mentioned therein.

AND WHEREAS by virtue of aforesald deed of partitions, the said Nanda Dulal Sreemany entitled to the inter-alla property being the structure togetherwith land measuring an area 3 (three) Bighas, more or less, lying and situated at being premises no. 194 and 199, Maniktala Main Road, within the jurisdiction of the Calcutta Corporation. The said Nanda Dulal Sreemany mutated his name in the record of Calcutta Corporation and obtained a single premises No. 194, Maniktala Main Road.

AND WHEREAS during the lifetime of the said Nanda Dulal Sreemany sold, conveyed and transferred his inter-alia land to several buyers, in different plot of land, within the said premises and the remaired with portion of the land i.e. measuring an area 11 (eleven) cotthas in the said premises.

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AND WHEREAS the said Nanda Dulal Sreemany was seized and possessed of the land i.e. ALL THAT piece or parcel of revenue free redeem land, measuring area 11 (eleven) Cottahs, more or less, togetherwith asbestos shed structure measuring area 700 sq.ft., lying and situated at Premises No.194C, Satin Sen Sarani, (formerly 194 Maniktala Main Road), P.S. Phoolbagan, P.O. Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Kolkata Municipal Corporation within jurisdiction of the Kolkata Municipal Corporation.

AND WHEREAS the said Nanda Dulal Sreemany during his lifetime executed a deed of trust on 22-08-1991, being the settler therein, registered at the office of the Registrar of Assurances at Calcutta, recorded in Book No.I, Volume No.462, pages 282 to 296 as being no. 14463, for the year 1991 for settlement of his several property at various places and his grand- daughter namely Mitali Pal, was trustee and also beneficiary of this trust and empowered to sale the property.

AND WHEREAS by a registered deed of indenture dated 04.08.1995 registered at the office of the Additional District Sub-Registrar at Sealdah, recorded in Book No.I, Volume No.40, pafes from 220 to 231, as Being no.1603, for the year 1995, the said Mitali Pal, the vendor therein togetherwith Nanda Dulal Sreemany, the confirming party therein, jointly sold, conveyed and transferred their property, being ALL THAT undivided one equal half part or share in plece or parcel of revenue free redeem land, measuring area 11 (eleven) Cottahs, more or less, togetherwith asbestos shed structure measuring area 700 sq.ft., lying and situated at Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), P.S. Phoolbagan, P.O. Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Kolkata Municipal Corporation, in favour of Lotus Projects Pvt. Ltd., represented by it's director Kamala Prasad Singh, for valuable consideration mentioned therein, morefully and particularly described in the schedule thereunder written.

AND WHEREAS by a registered deed of indenture dated 04.08.1995 registered at the office of the Additional District Sub-Registrar at Sealdah, recorded in Book No.I, Volume No.40, pages from 232 to 243, as Being no.1604, for the year 1995, the said Mitali Pal, the vendor therein togetherwith Nanda Dulal Sreemany, the confirming party therein, jointly sold, conveyed and transferred her property, being ALL THAT undivided one equal half part or share in piece or parcel of revenue free

redeem land, measuring area 11 (eleven) Cottahs, more or less, togetherwith asbestos shed structure measuring area 700 sq.ft., lying and situated at Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), P.S. Phoolbagan, P.O. Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Kolkata Municipal Corporation, in favour of Loys Projects Pvt. Ltd., represented by it's director Paras Mall Bachhawat, for valuable consideration mentioned therein, morefully and particularly described in the schedule thereunder written.

AND WHEREAS by a registered deed of indenture dated 27.09.1996 registered at the office of the Additional District Sub-Registrar at Sealdah, recorded in Book No.I, Volume No. 74, pages 83 to 94 as being no. 2862, for the year 1996. The said Lotus Projects Private Limited, the vendor therein sold, conveyed and transferred its property, being ALL THAT undivided one third part or share in plece or parcel of revenue free redeem land, measuring area 7 (seven) Cottahs, more or less, out of 11 (eleven) cotthas togetherwith asbestos shade structure measuring area 700 sq.ft., lying and situated at portion of the Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), P.S. Phoolbagan, P.O. Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Kolkata Municipal Corporation, in favour of Indradeep Roychowdhury, the purchaser therein, for valuable consideration mentioned therein, morefully and particularly described in the schedules, thereunder written.

AND WHEREAS by a registered deed of indenture dated 27.09.1996 registered at the office of the Additional District Sub-Registrar at Sealdah, recorded in Book No.I, Volume No. 74, pages 95 to 106 as being no. 2863, for the year 1996. The said Lotus Projects Private Limited, the vendor therein sold, conveyed and transferred its property, being ALL THAT undivided one third part or share in piece or parcel of revenue free redeem land, measuring area 7 (seven) cottahs, more or less, out of 11 (eleven) cotthas togetherwith asbestos shade structure measuring area 700 sq.ft., lying and situated at portion of the Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), P.S. Phoolbagan, P.O. - Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Kolkata Municipal Corporation, in favour of Manju Roychowdhury, the purchaser therein for valuable consideration mentioned therein, morefully and particularly described in the schedules, thereunder written.

AND WHEREAS by a registered deed of Indenture dated 27.09.1996 registered at the office of the Additional District Sub-Registrar at Sealdah, recorded in Book No.I,

Volume No. 74, pages 107 to 118 as being no. 2864, for the year 1996. The said Lotus Projects Private Limited, the vendor therein sold, conveyed and transferred its property, being ALL THAT undivided one third part or share in piece or parcel revenue free redeem land, measuring area 7 (seven) cottahs, more or less, out of 11 (eleven) cotthas togetherwith asbestos shade structure measuring area 700 sq.ft., lying and situated at portion of the Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), P.S. Phoolbagan, P.O. Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Kolkata Municipal Corporation, in favour of Joydeep Roychowdhury, the purchaser therein, for valuable consideration mentioned therein, morefully and particularly described in the schedules, thereunder written.

AND WHEREAS by virtue of aforesaid deeds, the said Indradeep Roychowdhury, Manju Roychowdhury and Joydeep Roychowdhury are the joint owners and jointly seize and possess the property being ALL THAT piece or parcel of revenue free redeem land, measuring area 07 (seven) Cottahs, more or less, togetherwith asbestos shed structure measuring area 700 sq.ft., lying and situated at Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), P.S. Maniktala now Phoolbagan, P.O. Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Kolkata Municipal Corporation, and the owners herein jointly mutated their names before Kolkata Municipal Corporation, in ward no.31, as against the said premises and obtained Municipal Assessee no.11-031-1200057, morefully and particularly described in the first schedule hereunder written.

AND WHEREAS the Owners herein declare that the aforesaid property, morefully and particularly described in the First Schedule hereunder written, is free from all encumbrances, charges, liens and attachments, tenants, lessees and there is no notice in existence respecting acquisition or requisition thereof by any Governmental or Semi Governmental Authorities or statutory or any other authorities, in fact. There is no right title interest over the premises of any body or any person thereto, save and except the owners herein.

AND WHEREAS the Developer, the party of the Second Part herein, having offered proposal for development of the said plot, including construction of a Multi-storied building upon the same (morefully and particularly described in the FIRST SCHEDULE hereunder written) at its own cost in accordance with the building plan

to be sanctioned by the Kolkata Municipal Corporation, for consideration as contained therein, and, the Owners have agreed to, and/or accepted the Developer's proposal, inclusive of consideration therefore as contained therein, as per terms and conditions hereinafter appearing.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the consideration of the said total sum of Rs. ...../- (Rupees .....) only, the true and lawful money of the Union of India paid by the Purchasers to the Owner, for proportionate share of land and cost of construction of the said building, on or before the execution of these present and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers of selfcontained residential Flat in complete and finished Vendors/Developer both hereby grant, transfer, convey, sell, assigns and assure to and unto and in favour of the Purchasers, free from all sorts of encumbrances ALL **THAT** the finished self contained Flat, measuring a bit more or less ...... (.....) sq.ft. super built up area together with half the depth in the floor and the roof of the said unit measuring ...... (.........................) sq.ft. more or less including together with common right to use lift and stair up to roof and all ways, paths, passages and common enjoyment of the roof of the building at the exclusion of absolute any right and authority both Owners/Vendors/Developer to construct any further floor or floors on the present roof, drains, water courses, water reservoir on the ground floors, electric motor pump, meter room, overhead water tanks on the roof of the said building and all water pipe lines connected with the said building from the water reservoir and tanks and sewer line and other pipe lines etc. together with undivided proportionate share of right, title and interest on land and other right, liberties, easements, appendages, appurtenances and estate right, title, interest, property, claim whatsoever of the Vendors and the Developer/Attorney in the said Flat and a , free from all sorts of encumbrances to hold the same absolutely and forever situate, lying at, more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and delineated in the PLAN or MAP annexed hereto, bordered in RED verges, hereinafter referred to as the "said Flat and a " AND all the estate, right, title, interest, inheritance use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and the Developer in and upon the said Flat to be used by the Purchasers for their residential purposes, hereby granted sold, transferred, conveyed, assigned and or

intended so to be and also to the production of and or inspection for all lawful purposes upon payment of all costs and expenses there upon, reasonable notice of all deeds, paths, muniments, writings and evidence of title whatsoever relating to or concerning the said Flat, at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendors and the Developer **TO HAVE AND TO HOLD** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use, trust or other thing whatsoever to alter defect, encumber or make void the said, and the Vendors and Developer/Attorney doth hereby covenant with the Purchasers notwithstanding any acts, deeds, matter, assurances or thing whatsoever made, done, executed, occasioned or suffered to the contrary, Vendors/Developer are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Flat and the said here by granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect in indefeasible estate or inheritance in fee simple in possession without any manner of hindrance lawful eviction, interruption claim or demand whatsoever from or by the Vendors /Developer any person or persons lawfully or equitably claiming or to claim from, under or in trust for the Vendors and the right and privileges as to the restriction hereunder and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharges or otherwise by the Vendors well and sufficiently saved, defended, keep harmless and indemnified of and from and against all the manner of former or other estate, encumbrances, claim, demands, charges, liens, lispendence, debts and attachments, whatsoever had made done executed, occasioned or suffered by the Vendors and the Attorney or any person or to claim from, under or in trust for the Vendors and Developer/Attorney and that free and clear and freely and clearly and absolutely acquitted, executed, discharged or otherwise by the Vendors or the Developer/Attorney well and sufficiently saved defended kept harmless and indemnified of other estate, right, title, lease, mortgage, charges, trusts, wakf, debtor, attachments, executions, lispendenses, claim, demand and encumbrances, whatsoever made done occasional or equitably claiming or to claim by from through under or in trust for the Vendors and FURTHER THAT the Vendors and all persons having or lawfully claiming and estate, right, title, interest whatsoever in the said Flat and the said hereby granted, sold, transferred, conveyed, assigned

and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at their request and cost of the Purchasers do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said Flat and the said hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said hereby granted, sold transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid shall or may be reasonably required and that the Purchasers hereby covenant with the Vendors/Developer that the Purchasers will and shall maintain the Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially effect the other floors and flat AND the Vendors/Developer have now in themselves good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and the said hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and all times hereafter peaceably and quietly hold, use, possess and enjoy the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and Attorney or other Co-Owners of the said Building and that they will pay their share or rates and taxes proportionately, relating to the said building until separation and mutation is effected in respect of the said Flat and the said and the separate assessment is made thereby and shall always pay the rates of maintenance charges for the expenditures of the common parts of the Building as will be reasonably assessed by the building committee and/or Owners' Association and that they will and shall not incur, cut, damages any of the main walls, roofs, common stair case, common passage and or common sewers so as to cause damages to the said Ground Plus Three Storied Building with Lift facility and or the said premises and further that the Purchasers shall and will bear jointly with the other Flat/Space Owner or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage, and or common sewers and further that Purchasers shall and will bear jointly with the other Flat Owners or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common

passage and common sewers and common parts of the building as mentioned earlier **AND THAT** the Vendors /Developer and the Purchasers hereby had agreed with each other that the Purchasers shall be entitled to enjoy and install electric meter on one of their own name for the aforesaid Flat in the meter room at their own costs and also telephone and cable connection separately in the said Flat and that the water supply shall be from the over head water reservoir of the roof and the water will be lifted from the Ground Floor water tank connected with water, of the said building and the Purchasers shall share the pro-rata costs or electricity charges and or generators costs if installed, with other co-owners of the other Flats and or tenants of the said building and that the stair case/lift leading to the said flat from the Ground Floor up to roof and the passage for ingress and egress from the road to the building and to the stair case/lift shall be used by the Purchasers and or their men, agents, servants etc. commonly with the other co-owners and or tenants of the said building and that the Developer/Attorney shall render all possible help and co-operation to the Purchasers for the purpose of mutation of the Purchasers' name jointly in the Assessment Record of the Kolkata Municipal Corporation concerning the said Flat and the said of the Purchasers in proportion of the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoings payable in respect of the said premises directly to the authorities concerned and the said rates and taxes etc. and the Purchasers shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoing payable in respect of the said premises directly to the authorities concerned and that the said rates and taxes etc. and the Purchasers shall also entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed, subject to the terms herein contained person or persons without the consent to any Vendors/Developer/Attorney or any other Co-Owners who may have acquired before and whom may hereafter acquire any right title and interest acquired by the Purchaser or Purchasers under the terms these presents and that the Purchasers' undivided interest in the soil as more fully described in the FIRST SCHEDULE hereunder written shall remain common for all times to come that is to say that the Purchasers shall become Co-Owners and Co-Sharers for all times to come in respect of the soil and or ground of the said building proportionately with the other co-owners who may hereafter or heretofore have acquire right title and interest in

the soil of the said premises. The Purchasers shall abide by the rules and regulations of the committee of the building.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT plece or parcel of revenue free redeem land, measuring area 07 (seven) Cottahs, more or less, togetherwith tin shed structure measuring area 700 sq.ft., lying and situated at Premises No.194C, Satin Sen Sarani, (formerly Maniktala Main Road), (Road Zone Rail Bridge to Kankurgachi More Off Road), P.S. Maniktala now at present Phoolbagan, P.O. Kankurgachi, in Municipal ward No. 31, within the jurisdiction of the Additional District Sub-Registrar Sealdah, District South 24 Parganas, within the jurisdiction of the Kolkata Municipal Corporation, butted and bounded as follows:-

ON THE NORTH By Premises No.1948, Satin Sen Sarani ON THE SOUTH By Premises No.1948, Satin Sen Sarani ON THE EAST By Premises No. 194B/1B, Satin Sen Sarani ON THE WEST By 30ft. wide Satin Sen Sarani

# THE SECOND SCHEDULE ABOVE REFERRED TO (THE FLAT AND SOLD IN FAVOUR OF THE PURCHASERS)

ALL THAT of self- contained residential Flat being No or
the Floor, side, measuring about sq.ft. more or less
carpet area up area, comprising of together with the undivided proportionate share
and interest in the land underneath the said building and all common rights over
the common areas and facilities at Municipal Premises and the said Flat and the
said are delineated and demarcated in the PLAN or MAP annexed herewith and
colour with <b>RED border</b> , which will be treated as part of this Indenture.

#### THE THIRD SCHEDULE

#### (COMMON AREA AND FACILITIES)

- **a.** The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- **b.** The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, entrance and exists of the building.
- **c.** The easements and wards.
- **d.** Installation of common services such as powers, lights, water, sewerage etc.
- **e.** Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- **f.** All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- **h.** Electric meter, pump and switches fixed in the common areas.
- g. common parking for two wheeler and cycles.

### THE FOURTH SCHEDULE

## (DESCRIPTION OF THE COMMON EXPENSES)

- 1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
- 2. All charges and deposits for suppliers of common utilities to the Owners in common.
- 3. Proportionate share of Municipal Tax, water tax and other levis in respect of the land and building save those separately assessed of the Purchasers' Unit.
- 4. Proportionate share of insurance premium for insuring the Building.
- 5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.
- 6. Electricity charges for the electrical energy, consumed for the operation of the common service.
- 7. Costs of maintenances, repairs and replacements of common

- Installations.
- 8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.
- 9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Purchasers in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

# THE FIFTH SCHEDULE (OTHER RULES AND REGULATIONS)

- a) The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and or the common parts of the building and roof and or in respect of the common service and utilities therein.
- b) The Owners' Association shall have the power and authority to such rules and regulations for the common purposes as may be the other or the Association may consider reasonable but not inconsistent with the provisions of the W.B. Apartment Ownership Act, 1972 and the Purchasers shall abide by the same.
- c) The Purchasers shall become members of the Association and shall apart from paying proportionately all costs and expenses relating thereto, sign such forms, papers, documents, memorandums articles, declarations, constitution, rules and regulation as may be necessary and reasonably required for the purpose.
- d) The Purchasers cannot do additions or alterations or constructions of permanent nature in the outside of the said flats or any part thereof which will effect the structure and/or of the building.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hand and signature to these presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED	
Presence of:-	
WITNESSES:-	
1.	
	(SIGNATURE OF THE OWNERS/VENDORS)
2.	
	(SIGNATURE OF THE PURCHASERS)
	(SIGNATURE OF THE BUILDER/
	DEVELOPER/ATTORNEY)
Drafted and Prepared By	
MEM	O OF CONSIDERATION
<b>RECEIVED</b> of and from the with	in named Purchasers the within mentioned sum of
Rs/- (Rupees	) only, as full and final consideration
money of the Flat and the of this	s Deed, as per following Memo:-

<u>MEMO</u>:-

		•••••
	TOTAL	Rs.
		••••••
(RUPEES	) ONLY.	
WITNESSES:-		
1.		
		SIGNATURE OF THE
2		

OWNER/DEVELOPER