

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made, effected, instrumented and/or executed at Kolkata on this _____ day of _____, Two Thousand Twenty (2020) A.D.

BY AND BETWEEN

SMT. HIRA PROVA SAHA (PAN - AVMPS0252P) (AADHAAR -) wife of Late Gopal Chandra Saha, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, residing at 70, PurbaSinthee Lane, Post: Ghughudanga, P. S. Dum Dum, Kolkata - 700030, hereinafter called and referred to as the '**OWNER/VENDOR**' (which terms or expression shall unless, excluded by or repugnant to the context be deemed to mean and include her heirs, executors, successors, administrators, legal representatives and assigns) of the **FIRST PART**.

The Vendor is being represented by her constituted attorney **M/S. NITAI GOURANGA CONSTRUCTION (PAN - AANFN 0966F)**, a partnership concern, having its principal place of business at 494B/A, PurbaSinthee Road, Post Office Ghughudanga, P.S. Dum Dum, Kolkata-700030, being represented by its partners **[1] SRI SANJIB KUMAR SAHOO (PAN - BKOPS1492K) (AADHAAR - 4483 1706 5212)** son of Subhas Chandra Sahoo, **[2] SMT. DEBARATI SAHOO (PAN - BKOPS1493J) (AADHAAR - 7820 6623 7799)** wife of Sri Sanjib Sahoo, both by faith-Hindu, by occupation-Business, by Nationality-Indian, both residing at 494B/A, PurbaSinthee Road, Post Office Ghughudanga, P.S. Dum Dum, Kolkata-700030, District North 24 Parganas, by virtue of **Registrar Development Power of Attorney** dated **26.07.2019** duly registered before the A.D.S.R. Cossipore Dum Dum and copied in **Book No. I, Volume No. 1506-2019, Pages from 319508 to 319525, Being No.06669, for the year 2019, executed by Smt. Hira Prova Saha.**

AND

M/S. NITAI GOURANGA CONSTRUCTION (PAN - AANFN0966F), a partnership concern, having its principal place of business at 494B/A, PurbaSinthee Road, Post office Ghughudanga, P.S. Dum Dum, Kolkata-700030, being represented by its partners **[1] SRI SANJIB KUMAR SAHOO (PAN - BKOPS1492K) (AADHAAR - 4483 1706 5212)** son of Subhas Chandra Sahoo, **[2] SMT. DEBARATI SAHOO (PAN - BKOPS1493J) (AADHAAR - 7820 6623 7799)** wife of Sri Sanjib Sahoo, both by faith-Hindu, by occupation-Business, by Nationality-Indian, both residing at 494B/A, PurbaSinthee Road, Post Office Ghughudanga, P.S. Dum Dum, Kolkata-700030, District North 24 Parganas, hereinafter referred to as the **DEVELOPER/PROMOTER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **SECOND PART**.

AND

SRI _____ (PAN: _____) son of _____, By Occupation - _____, By faith- Hindu, By Nationality- Indian, By Occupation- Retired, Residing at _____, _____, P.O.- & P.S.- _____, Kolkata-700 _____, Dist- North 24 Parganas, West Bengal hereinafter referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/his/their successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **THIRD PART**.

The Promoter and Purchaser shall hereinafter collectively be referred to as the Parties" and individually as a "Party"

BACK GROUND:

WHEREAS :: the **OWNER** herein is the sole and absolute owner of a plot of RayatiDakhalisatyaBisistabastu Land measuring about 02 Cottah 15 Chitaks 30 Sq. Ft more or less comprised in Mouza-PurbaSinthee, J.L. No. 22, Touzi No. 1298/2833, comprised in R.S. Khatian No.904 under C.S.Khatian No.228, Dag No.283, under Police Station-Dum Dum, under Ward No. presently 12, formerly 8, within the Municipal limits of South Dum Dum Municipality, in the District of 24 Parganas(North) to the owner herein purchased by way of a registered deed of sale in Bengali Language on 12.05.1970 which was registered with the Sub-Registrar, CossiporeDum Dum and same was recorded in Book No.I, volume No.46, pages 276 to 278, being No.3418 for the year 1970.

AND WHEREAS :: by virtue of the said deed of sale being **No.3418 dated 12.05.1970**, the herein became the sole and absolute owner of a plot of RayatiDakhalisatyaBisistabastu Land measuring about 02 Cottah 15 Chitaks 30 Sq. Ft more or less comprised in Mouza - PurbaSinthee, J.L. No. 22, Touzi No.1298/2833, comprised in R.S. Khatian No.904 under C.S. Khatian No.228, Dag No.283, under Police Station - Dum Dum, under Presently Ward No.12, formerly 8, within the Municipal limits of South Dum Dum Municipality, in the District of 24 Parganas (North) and the **OWNER** while enjoying her said property mutated her name in the records of the South Dum Dum Municipality and the holding number has been renumbered as 105 (new) 70 (Old), P. S. Lane, Kolkata - 700030.

AND WHEREAS:: the **OWNER** herein being the sole & absolute owner of the said plot of RayatiDakhaliSatyaBisistabastu Land measuring about **02 Cottah 15 Chitaks 30 Sq. ft.** more or less comprised in Mouza - PurbaSinthee, J.L. No. 22, Touzi No. 1298/2833, comprised in R.S. Khatian No.904 under C.S.Khatian No.228, Dag No.283, under Police Station-Dum Dum, under Ward No.12 presently, 8 formerly, within the Municipal limits of South Dum Dum Municipality, in the District of 24 Parganas(North), being Municipal Holding No.105, PurbaSinthee Lane, being Premises No.70, PurbaSinthee Lane, Kolkata - 700030, sanctioned a building plan from the South Dum Dum Municipality on **15.6.1977 vide Plan**

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Sanjib Kumar Sahoo

Partner

Nitai Gouranga Construction

Debarati Sahoo

Partner

No.585 and constructed a cement flooring two storied brick built dwelling house at her said property, more fully & specifically described in the schedule – "A" hereunder written. For the sake of brevity the land with structure hereinafter referred to as the "SAID PROPERTY".

AND WHEREAS :: the OWNER herein while enjoying her said property due to shortage of living space, desire to construct a New Multi - Storied decent Residential building consisting of several self-contained flats referred hereinafter of a NEW BUILDING / apartments at her said property but due to paucity of funds and as the OWNER is not getting, any time due to her personal problems desire to construct a new multi-storied Residential building on her said property stated in the schedule "A" hereunder written through a reputed DEVELOPER where the OWNER and her family can live under one roof and had in search of a developer.

AND WHEREAS :: the developer hereto is a well-established and reputed building contractor having practical knowledge and experience of construction of multi-storied building, and sound financial position to built multi storied building having self-sufficient and/or self-contained residential flats/apartments and knowing the intention of the owner herein contacted with the owner herein and requested them to allow them to construct a multi storied building at her own property to which the Owner is agree.

AND WHEREAS :: with a view to develop the said property by raising construction of multi-storied building, the Vendor herein entered into a Development Agreement on 26.07.2019 with the Developer herein M/S. NITAI GOURANGA CONSTRUCTION, a partnership concern, having its principal place of business at 494B/A, PurbaSinthee Road, Post office Ghughudanga, P.S.DumDum,Kolkata-700030, being represented by its partners [1] SRI SANJIB KUMAR SAHOO son of Subhas Chandra Sahoo, [2] SMT. DEBARATI SAHOO wife of Sri SanjibSahoo, both by faith-Hindu, both by occupation-Business, both by Nationality-Indian, both are residing at 494B/A, PurbaSinthee Road, Post Office Ghughudanga, P.S. Dum Dum, Kolkata-700030, under some terms and conditions mentioned thereon, which was duly registered before the A.D.S.R. Cossipore Dum Dum and recorded in Book No.I, Volume No.1506-2019, Pages from 319316 to 319343, Being No.06664 for the year 2019, as their Constituted Attorneys to construct and complete the said building together with rights to sell, convey and the transfer the Developer's Allocation to any intending buyer or buyers on their behalf's by virtue of Registrar Development Power of Attorney dated 26.07.2019 duly registered before the A.D.S.R. Cossipore Dum Dum and copied in Book No. I, Volume No. 1506-2019, Pages from 319508 to 319525, Being No.06669, for the year 2019.

AND WHEREAS :: in terms of the said Registered Development Agreement, the Developer has started construction of multi-storied building beingMunicipal Holding No.105, PurbaSinthee Lane, and being Premises No.70, PurbaSinthee Lane, Kolkata - 700030, as per building Sanction Plan vide Plan No.675 and dated 22.11.2019of the said South Dum Dum Municipality, in the District 24 Parganas (North).

AND WHEREAS :: the Vendor and Developer have agreed to sell and the Purchasers have herein expressed their desire to purchase ALL THAT self contained Flat being Flat No. 3A, on the Third Floor, South-West side, measuring a super built up area 765 Sq. ft. more or less (including Covered + proportionate share of stair & lift + 30% Service Area) at or for a total consideration of Rs.22,00,000/- (Rupees Twenty Two Lakh) only more or less, at Holding No.105, PurbaSinthee Lane, and being Premises No.70, PurbaSinthee Lane, Kolkata – 700030, District North 24 Parganas, along with undivided proportionate share of interest of land and common areas and facilities free from all encumbrances, charges, liens, liespences, attachments, acquisition and requisition and all other liabilities whatsoever.

AND WHEREAS :: now all the parties herein have agreed to enter into this agreement stating the terms and conditions in details to avoid any litigation which may or may not be arise in future by and between the parties.

AND WHEREAS ::The Purchasers hereby irrevocably agrees, as specific condition, that he will not at any time claim any pre-emption in respect of any constructed unit or flat with undivided proportionate impartible share in the land directly underneath the flat and/or against any other Purchasers in the same building and/or any other adjoining building.

AND WHEREAS ::The Purchasers have satisfied themselves the plan and the title of the Owner and agreed not to raise any objection

Vendors/Owners and the Purchasers entered into an Agreement for Sale :: In terms and conditions of the above Agreement for Sale dated made between the Vendors/Owners herein as the First Part and the Developer herein as the Second Part and the Purchasers herein as the Third Part, the Vendors/Owners and The Developer have agreed to sell and the Purchasers has agreed to purchase the ALL THAT one self contain Flat in being Flat Vide No. _____, on the _____ Side of the First Floor, measuring a super built up area of _____ Sq.Ft. more or less of the said building including undivided impartible proportionate share or interest in the land or ground together with undivided common rights on the terrace and parapet walls, all common amenities and facilities appended thereto the said building, more fully mentioned and described in the SECOND SCHEDULE hereunder in the said for the total price of consideration of Rs. _____/- [Rupees _____] only free from all encumbrances and liabilities whatsoever.

On the request of the Purchasers, the Vendors/Owners/Developer have agreed to execute and register a Deed of Conveyance in favour of the Purchasers in respect of the said Flat mentioned herein below, of the said building including undivided impartible proportionate share or interest in land, together with undivided common rights on the terrace and parapet walls with all common amenities and facilities appended thereto the said building and premises more fully mentioned and described in the SECOND SCHEDULE hereunder written at or for the price or consideration money free from all encumbrances and liabilities whatsoever absolutely and forever.

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Sanjib Kumar Sahoo

Partner

Nitai Gouranga Construction

Debarati Sahoo

Partner

TOGETHER WITH the land, whereupon or on part whereof, the same is erected and built and premises, that are part and parcel thereof, together with all rights, liberties, privileges, easements, profits and appendages, right of ingress and egress and right of air and light, that are belonging thereunto and/or reputed so to belong and all muniments of title documentation, that are in the custody, power and possession of the Vendors/Owners, relating to the demised premises and all rents, issues, profits and usufructs there from, for the Purchasers TO HAVE AND TO HOLD, the same for an indefeasible title, in fee simple, free from all encumbrances whatsoever, absolutely and forever, doth hereby covenants, with the Purchasers, that notwithstanding, any act, deed or thing done by them, or their predecessor-in-interest, they the Vendors/Owners, have in their good, rightful, power and absolute authority, to grant, sell, convey, transfer, assign and assure, the demised premises, unto the Purchasers, as is being done by this instrument and that there is no latent or patent defect of title of the Vendors/Owners in the same, or any latent or patent defect of title of the Purchasers i.e. being obtained through this instrument and further that there is no clog on the title of the Vendors/Owners and further there is no impediment, or bar for the Vendors/Owners to absolutely sell the demised premises as Vendors/Owners thereof, either under any law, or statute, or under any order of Court, or any other statutory forum, or Municipality or under any contract and the Vendors/Owners, hereby further covenant with the Purchasers, that the demised premises and every part thereof, is totally free from all encumbrances whatsoever and the Vendors/Owners hereby keeps the Purchasers sufficiently harmless and indemnified against the same and the Vendors/Owners hereby further covenant with the Purchasers, that all municipal taxes, electric bills, maintenance charges and all other outgoings, in respect of the demised premises, shall be borne by the Vendors/Owners till the month, date or quarter in which this conveyance is being executed or vacant and peaceful possession is taken, whichever is earlier, as shall be applicable and thereafter the same shall be paid by the Purchasers and the Vendors/Owners hereby further mutually covenant with the Purchasers, that the Purchasers shall be free to use, occupy, enjoy, possess and absolutely own the same, without any let or hindrance, claim, question or demand, being raised by the Vendors/Owners or any one claiming through or under them, or in trust or in equity and the Vendors/Owners further covenant with the Purchasers, that on request of the Purchasers, they will be bound to do, all and every act and to sign, execute and register if necessary, all deeds, documents, applications and papers, for more perfectly assuring the title, of and in the demised premises AND the parties doth hereby mutually covenant with one another, that all of them shall at all times in future, duly comply with all the terms and conditions contained in this conveyance.

THE VENDORS / OWNERS AND DEVELOPER DOTH HEREBY FURTHER COVENANT WITH THE PURCHASERS AS FOLLOWS: -

1. The interest which the Vendors professed to transfer, subsist and the Vendors have good, rightful power and absolute authority and indivisible title to grant, convey, transfer, assign and assure unto the Purchasers and every part or parts thereof respectively unto the Purchasers and the Vendors/Owners have not at any time hereto before done, omitted, committed, suffered or been party or privy to any act, deed or thing whereby they may be prevented from granting conveying transferring assigning or assuring the said demised premises which is morefully and specifically mentioned and/or described in the Schedule.
2. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon the said demised premises which is morefully and specifically described in First Schedule hereunder and thus the demised premises is hereby sold, conveyed and transferred unto the Purchasers and every part thereof and to enjoy the said demised premises which is morefully and specifically described in Schedule hereunder, without any interruption claim or demand whatsoever by the Vendors/Owners or any person or persons claiming through under or in trust for the Vendors.
3. The said demised premises which is morefully and specifically described in Second Schedule is hereby sold conveyed and transferred unto the Purchasers and freed and discharged from or otherwise by the Vendors/Owners sufficiently indemnified against all and all manner of encumbrances claims and demands whatsoever caused, created, occasioned and / or made by the Vendors/Owners or any person or persons claiming or to claim through under or in trust for the Vendors/Owners.
4. The Vendors/Owners or every person or persons under or representing them, lawfully claiming any estate, right, title or interest into or upon the said demised premises which is more fully and specifically described in the Schedule hereunder, hereby sold conveyed and transferred unto the Purchasers or any part thereof through under or in trust for the Vendors/Owners shall and will at all times hereafter upon every reasonable request and at the cost of the Purchasers make, do, acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, assurances, matters and things whatsoever for the further better and more perfectly assuring the said premises unto the Purchasers or shall or may be reasonably required.
5. The Vendors/Owners promise, declare, undertake and covenant with and to the Purchasers that they shall attend and/or present themselves before any Forum and/or Court and/or Govt. Authority and/or Organization and/or statutory body including South Dum Dum Municipality, CESE for and/or on behalf of and at the request of the Purchasers in order to answer, clarify, if any question, query and / or dispute is raised by the above authorities i.e. to corroborate, pass on and/or transfer better title to, for and in favour of the Purchasers the Vendors/Owners shall attend to any authority at any time at the request of the Purchasers.
6. That the Vendors/Owners hereby undertake and indemnify to pay all dues and/or arrears till the date of execution of these presents to and for the Purchasers or vacant and peaceful possession is taken, whichever is earlier, on account of municipal taxes, levies, electricity bills etc.

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Partner

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Partner

7. That the Vendors/Owners are the joint, exclusive and absolute Vendors/Owners of the property and/or otherwise well and sufficiently entitled to the said property (which is morefully and specifically mentioned and/or described in the Schedule).

8. That the Vendors/Owners hereby declares, that the properties appurtenant thereto is free from all encumbrances, mortgages (including mortgage by deposit of title deeds or anomalous mortgage under the Transfer or property Act), charges, liens, lispensens, annuity, right of residence or maintenance under any testamentary disposition, settlement or other documents or under any law, debutters, wakf, trusts, benami transactions, adverse possession, attachments, decree or order including any injunction or prohibitory order, acquisition, requisition, vesting, alignment, claims, demands and liabilities of whatsoever or howsoever nature and that the Vendors/Owners have and hold clear, undisputed, undisturbed, marketable and authentic title to the same.

9. The Vendors/Owners have actual, undisturbed, undisputed, exclusive, and absolute Ownership and khas physical possession of the said premises (which is morefully and specifically mentioned and/or described in the Schedule).

10. The Vendors/Owners also declare that the entire First Scheduled property is neither affected by and/or included under any law suit and/or proceedings nor affected by and under the (Urban Land Ceiling Regulation) Act., and/or scheme related to such Act or any other Law in force for the time being.

11. The Vendors/Owners have not entered into any Agreement for Sale, Lease, License, Tenancy and or any sort of Agreement and/or Contract with any body, person and/or organization in respect of and/or regarding the Scheduled property other than the abovementioned Purchasers.

12. The Vendors/Owners have not mortgaged this Scheduled property to any person and/or organization and/or body Corporate and/or bank etc.

13. The Vendors/Owners declare that there is no Title Suit pending and/or active in any Court and/or Tribunal etc. in respect of and regarding this scheduled property.

14. The Vendors/Owners also vehemently declare that neither any declaration nor any undertaking, in respect of and in regard to the Scheduled property, have been given, and/or declared and/or announced to any body corporate, bank, person, organization etc. which holds and/or causes and/or effects any encumbrance and/or charge to the Scheduled property and/or affects the title of the Scheduled property.

15. The Vendors/Owners neither have received any notice for Acquisition and/or Requisition, nor any process and/or proceeding for Acquisition and/or Requisition under any law or laws for the time being in force, is active and /or pending and /or under process and/or in motion in any Court, Tribunal and/or Administrative office and offices in respect of and with regard to the Scheduled property and the area appurtenant thereto or any part or portions thereof.

16. That it is hereby further agreed that the Purchasers hereto as the absolute owners of the said flat shall have all right to sell, gift, transferred and assign the said flat in any manner and the Developer/vendors or any co-owners shall have no objection to any such transferred.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of a RayatiDakhalisatyaBisistabastu Land measuring about **02 Cottah 15Chitaks 30 Sq. ft.** more or less together with under constructed multi-storied building standing thereon, comprised in Mouza – PurbaSinthee, J.L. No. 22, Touzi No. 1298/2833, comprised in R.S. Khatian No.904 under C.S. Khatian No.228, Dag No.283, under Police Station Dum Dum, under Ward No.12 presently, 8 formerly, within the Municipal limits of South Dum Dum Municipality, being **Municipal Holding No.105, PurbaSinthee Lane, Kolkata – 700030**, being Premises No.70, PurbaSinthee Lane, Kolkata - 700030, in the District of 24 Parganas (North) :

ON THE NORTH : 62, P. S. Bye Lane.
ON THE SOUTH : 12' wide Municipal Road.
ON THE EAST : 635, PurbaSinthee Road.
ON THE WEST : 60, P. S. Lane

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of Flat)

ALL THAT piece and parcel of a Covered Garage being No. "_____" on the _____ Floor, _____ Side, measuring super built up total area of _____ (_____) Sq. ft. more or less, consisting of _____ Room (on the basis of actual measurement) of the said building namely, on the first schedule mentioned property, along with undivided proportionate share of land and including rights of users of the common areas in the building namely **HIRA VILLA**.

THE THIRD SCHEDULE ABOVE REFERRED TO
[Common Parts and Portions]

1. The foundation columns, girds, beams, supports, main walls, corridors, lobbies, stairs, roof, stairways entrance to and exist from the building intended for common use.
2. Common rights on the passages and lobbies on the Ground Floor excepting for other saleable spaces.
3. Water pump and electrical panels, wirings, switches and all electrical installations in common portions.
4. Overhead water tank, water pipes and other common plumbing installations and pump appended therein.

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Sajib Kumar Saha

Partner

Nitai Gouranga Construction

Debarati Saha

Partner

5. Windows, doors, grills and other fittings of the common areas of the said premises and/or the said building.
6. Electrical machine parts, electrical wiring, motors and fittings excluding those as are installed for any particular flat or unit in the said building.
7. All drains, sewers, drainage rain water pipes, septic tank, under ground deep tube well with boring therein,
8. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said premises and/or building as are necessary for passage to or user and occupancy of the said unit or flat in common and expressly to be the common parts of the building and premises.
9. Including common rights to use the roof terrace of the said building with other co-owners.
10. Outside Paved periphery of the building stair. Lobby, Landing, entrance can't be used for parking of Motorcycle, cycle.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Expenses]

- i.** All costs of maintenance, replacing, repairing, white washing, painting, re-building, reconstructing, decorating, re-decorating and lighting the common parts and the portions and the common areas and also the outer walls of the said building and parking spaces.
- ii.** The costs of cleaning and lighting the passage, landings, staircase and all other parts of the building including the open compound.
- iii.** Insurance premium for insuring the said building against earthquake fire, lightening, mob-damages, civil commotion etc.
- iv.** The salaries of clerks, Caretaker, sweepers, electricians, plumbers and all other persons employed for the same purpose.
- v.** All charges and deposits for supplies of common utilities to the co-owners in common.
- vi.** Municipal Taxes and other outgoing expenses those as are separately assessed on the respective flat or unit.
- vii.** Cost and charges of establishment for maintenance of the said building and for watch and ward staff.
- viii.** All litigation expenses for protecting the title of the said land and building.
- ix.** The office expenses incurred for maintenance of the office for common purpose.
- x.** Costs of establishment and operation of the Association upon its formation relating to common purposes.
- xi.** All such other expenses and outgoings as are deemed by the Vendors/Owners and/or of the Association to be necessary for or incidental thereto.
- xii.** All expenses referred to above shall be borne and paid proportionately by the co-Purchasers on and from the date of taking over the Possession of their respective flats or units but the Vendors/Owners shall be liable to bear such charges in respect of flats or units not taken by any Purchasers.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands, and seals in the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

In presence of the following

Witnesses:

1.

SIGNATURE OF TH VENDORS/OWNERS/DEVELOPER

2.

SIGNATURE OF THE PURCHASERS

Nitai Gouranga Construction
Sanjib Kumar Sahoo
 Partner

Nitai Gouranga Construction
Debarali Sahoo
 Partner

MEMO OF CONSIDERATION

Received a sum of Rs. _____ /- [Rupees _____] only as full and final consideration as follows:-

| <u>DATE</u> | <u>BANK</u> | <u>BRANCH</u> | <u>CHEQUE</u> | <u>AMOUNT (Rs)</u> |
|--------------------------|-------------|---------------|---------------|--------------------|
| | | | | |
| | | | | |
| TOTAL AMOUNT (Rs) | | | | _____ /- |

(_____ Only)

IN THE PRESENCE OF :

SIGNATURE OF THE DEVELOPER

Nitai Gouranga Construction

Sanjib Kumar Saha

Partner

Nitai Gouranga Construction

Debarati Saha

Partner