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2021-BRZ-3197 07-09-2021

**Certified True Xerox** Copy of the Original





# DEED OF SALE

THIS DEED OF SALE is made and executed at Mapusa, Goa on this 23rd day of August 2021.

Distro Jugus C: V.V. Prombiggardes

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## BETWEEN



1) Mr. ASHISH VIJAYSINH PRABHUGAOKAR alias ASHISH VIJAYSINGH PRABHUGAOKAR, son of late Vijaysinh alias Vijaysingh Gopalrao Prabhugaokar, aged 45 years, married, business, holding PAN and Aadhar Card I having Mobile Indian National and his wife;

PRABHUGAUKAR, wife of Mr. Ashish V. Prabhugaokar and daughter of Mr. Subroto Day, aged 37 years, married, business, holding PAN No.

and Aadhar Card No.

Indian National; and

Vijaysingh Prabhugaokar and daughter of late Vankatrao Deorao Rajurkar, aged 75 years, widow, Housewife, holding PAN No. and Aadhar Card No. having Mobile No. having Mobile No. , Indian Nationals, ALL are resident of B/503, Abroi Vastu Park, Evershine Nagar, Near Ryan International School, Malad (west), Mumbai – 400064, State of Maharashtra, herein after referred to as the 'VENDORS' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, legal representatives, successors, executors, administrators and assigns) OF THE FIRST PART:

#### AND

Mr. KALIDAS RAMKRISHNA RAIKAR, son of late Ramkrishna Raikar, aged 51 years, Business, married, holding PAN No and Aadhar Card No. having Mobile No Indian National, residing at H. No. 1830/24, Hali Wada Road, Penha-de-Franca, Bardez, Goa - 403 501, herein after referred to as the 'PURCHASER' (which expression unless repugnant to the context or

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meaning thereof be deemed to mean and include his legal heirs, legal representatives, successors, administrators, executors and assigns) OF THE OTHER PART:

AND WHEREAS there exist an immovable property known as 'NAGAZAL' alias 'NAGAZAR' admeasuring 725 sq. mtrs., situated in the Village Socorro, Bardez, Goa within the jurisdiction of Grampanchayat of Socorro, Taluka and Sub-District of Bardez, District North Goa, State of Goa neither described in the Land Registration Office of Bardez nor enrolled in the Taluka Revenue Office under Matriz No. Nil, but surveyed under Survey No. 135/8 of Village Socorro, which property is more particularly described in Schedule I hereunder written and herein after referred to as the 'Said Property';

AND WHEREAS the said property was originally belonging to one Mr. Manuel D'Souza, who was the owner in possession and enjoyment of the Baid property along with his wife Mrs. Amy D'Souza;

AND WHEREAS the name of said Mr. Manuel D'Souza was appearing in the 'Occupant Column' of Index of Land (Form No. III) and thereafter, also in the Form I & XIV of Survey No. 135/8 of Village Socorro as owner of the said property;

AND WHEREAS vide Deed of Gift dated 10/06/1986 executed between Mr. George Cyriaco Antonio De Souza also known as Manuel D'Souza and his wife Mrs. Amy D'Souza as the 'Donors' and Ms. Victoria Noela D'Souza as the 'Donee', duly registered before the Sub-Registrar of Bardez, Mapusa, Goa under No. 121 of Book No. I, Vol. No. 3 dated 16/07/1988, the Donors therein gifted the said property in favour of Donee therein:

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AND WHEREAS thereafter, the name of said Ms. Victoria Noela D'Souza was duly recorded in the 'Occupant Column' of Form 1 & XIV of Survey No. 135/8 of Village Socorro as owner of the said property and the name of Mr. Manuel D'Souza appearing therein was deleted therefrom;

AND WHEREAS in view of the execution and registration of the aforesaid Deed of Gift, Ms. Victoria Noela D'Souza became the lawful owner in possession and enjoyment of the said property;

AND WHEREAS vide a Deed of Sale dated 24/01/2019 executed between Miss. Victoria Noella D'Souza alias Victoria Noela D'Souza, spinster as the 'Vendor' and Mr. Ashish Vijaysinh Prabhugaokar and Mrs. Vijaya Vijaysingh Prabhugaokar as the 'Purchasers', registered before the Sub-Registrar of Bardez, Mapusa, Goa under No. BRZ-1-351-2019 of Book 1 dated 11/02/2019, the Vendor therein sold and transferred the said property in favour of the Purchasers therein;

AND WHEREAS thereafter, the name of the Vendors herein are duly recorded in the 'Occupant Column' of Form I & XIV of Survey No. 135/8 of Village Socorro as owners of the said property and the name of Ms. Victoria Noella D'Souza alias Victoria Noela D'Souza has been deleted therefrom;

AND WHEREAS in view of the execution and registration of the aforesaid Deed of Sale, the Vendors herein became the lawful owners in possession and enjoyment of the said property;

AND WHEREAS with a view to develop the said property, the Vendors herein obtained the following permission, NOCs etc., from the concerned authority as required under the law for the purpose of construction of residential house and compound wall in the said property namely:

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- a) Technical Clearance Order under Ref. No. TPB/5363/SOC/TCP/19/4755 dated 04/07/2019 from the Town and Country Planning Department, Bardez, Mapus, Goa.
- b) No Objection under Ref. No. PHCP/NOC/2019-20/2663 dated 03/03/2020 from the Primary Health Centre, Porvorim, Bardez, Goa.

AND WHEREAS the Vendors herein have also obtained Conversion Sanad from the Dy. Collector & SDO, Bardez, Mapusa, Goa for using the said property from agricultural purpose to non-agricultural purpose;

AND WHEREAS the Vendors herein are now desirous of selling the said property along with all their permissions, NOCs etc. to the prospective purchaser/s;

PAND WHEREAS the Purchaser herein approached the Vendors with a request to sell and transfer the said property along with all the permissions, NOCs etc., to the Purchaser herein and the Vendors herein have agreed to sell and transfer the said property to the Purchaser more particularly described in Schedule I hereunder written and shown delineated in the survey plan annexed hereto along with all the permissions, NOCs etc., for total consideration of Rs. 60,00,000/-(Rupees Sixty Lakh Only) by way of Deed of Sale and the Purchaser herein has agreed to purchase the same from the Vendors subject to certain terms and conditions herein after appearing;

# NOW THEREFORE THIS DEED OF SALE WITNESSESTH AS FOLLOWS:

- In pursuance to the negotiations and in total consideration of a sum of Rs. 60,00,000/- (Rupees Sixty Lakh Only) paid by the Purchaser to the Vendors in the following manner:
  - a) A sum of Rs. 9,90,000/- (Rupees Nine Lakh Ninety Thousand Only) has been paid by the Purchaser to the Vendors by RTGS

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from Overdraft A/e No. 81000000001326 maintained with The Saraswat Cooperative Bank Ltd., Porvorim Branch, Panaji, Goa directly in the Saving Bank A/c No. 32814871284 maintained with State Bank of India, Malad Branch (West), Mumbai, Goa of Vendor No. 1 Mr. Ashish Vijaysingh Prabhugaokar, at the time of execution and registration of the present Deed of Sale;

a) A sum of Rs. 49,50,000/- (Rupees Fourty Nine Lakh Fifty Thousand Only) has been paid by the Purchaser to the Vendors by RTGS from Overdraft A/c No. 81000000001326 maintained with The Saraswat Cooperative Bank Ltd., Porvorim Branch, Panaji, Goa directly in the Saving Bank A/c No. 59190000222222 maintained with HDFC Bank Ltd., Porvorim Branch, Porvorim, Goa of Vendor No. 3 Mrs. Vijaya Vijaysingh Prabhugaokar, at the time of execution and registration of the present Deed of Sale; and

A sum of Rs. 60,000/- (Rupees Sixty Thousand Only) has been Seducted by the Purchaser as TDS (Tax Deduction at Source) @ on the total sale consideration amount of Rs. 60,00,000/-Rupees Sixty Lakh Only) paid by the Purchaser to the Vendors in terms of Sec. 194-IA of the Income Tax Act.

The receipt whereof ALL the Vendors do hereby admit and acknowledge and therefore the Vendors as absolute lawful owners in possession and enjoyment of the said property do hereby grant. sell, assign, release, transfer, convey and assure unto the Purchaser forever all that Said property known as 'NAGAZAL' or 'NAGAZAR' admeasuring 725 sq. mtrs., situated in the Village of Socorro, Bardez, Goa surveyed under Survey No. 135/8 of Village Socorro more particularly described in Schedule I hereunder written and shown delineated in red colour boundary line in the plan annexed

Signo: V.V. Prabhygas Kon.
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hereto along with all the permissions, NOCs etc., and ALONG WITH all their rights, title and interests including all the privileges, easements, profits and appurtenances to the said property TOGETHER WITH all the things permanently attached thereto and standing thereon or any part thereto belonging or otherwise appertaining thereto all the estate, rights, title, interests, use, possession, benefit, claims and demands whatsoever at law or otherwise of the Vendors in or to the said property hereby sold and transferred and every part thereto TO HAVE AND TO HOLD the same unto and to the use and benefit of the Purchaser as absolute owner thereto.

2. The Vendors do hereby covenant with the Purchaser as under:

a) THAT notwithstanding any acts, deeds or things by the Vendors or any person or persons claiming by, through or in trust for them, made, done, omitted or knowingly or willingly suffered to the contrary, they, the Vendors now have in themselves good eight, full power and absolute authority to grant, convey, transfer by way of sale the said property unto the use of the Purchaser in the manner aforesaid;

- b) AND THAT it shall be lawful for the Purchaser from time to time and at all times hereafter, peaceably and quietly to enter upon, own, hold, possess, occupy and enjoy the said property as absolute owner thereto without any interruption, claim or demand whatsoever by or from the Vendors or by any person or persons claiming through or under them;
- c) AND THAT the Purchaser is free and clear and freely and clearly and absolutely exonerated, released and discharged or otherwise by the Vendors well and sufficiently saved, defended kept harmless and indemnified against all former and other estates,

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titles, charges and encumbrances whatsoever made, occasioned or suffered by the Vendors;

d) AND THAT the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such lawful and reasonable acts, deeds and assurances including any deeds of rectification as may be lawfully required for better and more perfectly assuring and conveying the said property unto and to the use of the Purchaser in the manner aforesaid;

e) AND THAT the Vendors have not done, permitted or knowingly and willingly suffered or been party to any act whereby they were prevented from conveying the said property in the manner aforesaid.

Mendors and the Purchaser hereby further covenant with each

- (a) The Vendors declare that their title to the said property is clear and marketable and there are no encumbrances or charges of whatsoever nature on the said property of any Bank or any other financial institution or parties.
- (b) The Vendors declare that they have been and are in exclusive possession and enjoyment of the said property and are exclusively entitled to own, hold, possess and / or to deal with the same in any manner and sell and transfer the same including by way of sale and transfer to any person of the Vendors choice.
- (c) The Vendors declare that they have absolute rights and full authority to execute the present Deed of Sale and sell and transfer the said property in favour of the Purchaser in the manner aforesaid. Upon declaration and representation made by

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the Vendors to the Purchaser, the Purchaser herein purchases the said property.

(d) The Vendors further declare that they shall indemnify and keep the Purchaser indemnified against any defect in title to the said property hereby sold and transferred and shall defend all claims, interests and demands of whatsoever nature by any third parties claiming right, interest in the said property as against the interests of the Purchaser in regard to the subject matter of the present Deed.

(e) The Vendors hereby declare that in case, on account of any defect in title of the Vendors to the said property, the Purchaser is deprived of the possession and/or enjoyment of the said property or any part thereof at anytime, the Vendors do hereby declare and undertake that they shall keep the Purchaser harmless and indemnified against all defects in title of the Vendors to the said property. The Vendors further declare, promise and undertake, in such event, to refund the entire consideration amount received by them from the Purchaser in respect of the said property along with all ancillary expenses which are exclusively incurred by the Purchaser including Stamp duty, Registration Fees and Advocate's professional fees and other related expenses as and when demanded by the Purchaser.

(f) The Vendors further declare and covenant with the Purchaser that they shall, jointly and severally be responsible to defend and settle all the claims, demands etc., of whatsoever nature of any third persons, if any, claiming any right, title, interest etc., in the said property at their own cost and expenses.

(g) The Vendors declare that they have paid all the land taxes and other dues and duties including fees, charges etc., payable by

Signal: V.V. Pabhygodan

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them in respect of and in connection with the said property hereby sold and transferred to the competent Authorities as required under the law and the Vendors declare that they do not owe any liabilities to the Govt. or any Local Authorities in respect of the subject matter of the present deed.

- (h) The Vendors further covenant with the Purchaser that they shall co-operate with the Purchaser for transfer of the said Property in the name of the Purchaser in the survey records/ Records of Right and also in the records of the Village Panchayat, other local and statutory bodies/ Authorities together with all the permissions, NOCs etc., pertaining to the said property and for that purpose shall sign, swear, execute all Applications, Representations, Affidavits, Declarations, Forms, NOC's etc., as may be required to be signed by the Vendors for the purpose of effective transfer of the said property in the name of the outhaser.
- 4. The Purchaser has published the Public Notice dated 05/06/2021 in the local newspaper namely 'Lokmat' on 06/02/2021 through his Advocate intimating the general public at large that the Purchaser herein propose to purchase the said property from the Vendors herein and invited objection for the same from the public, if any. In response thereto, the Purchaser has not received any objections from the public.
- 5. The Vendors do hereby give their No Objection for carrying out the mutation entry i.e to enter / include the name of the Purchaser in the 'Occupant Column' of Form I & XIV of Survey No. 135/8 of Village Socorro as the owner of the said property and to delete the name of the Vendors therefrom. The Vendors also give their No Objection to transfer all the permissions, NoCs etc., issued to the Vendors for

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development of the said property, in the name of the Purchaser herein.



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- 6. The Vendors further declare that the said property hereby sold, transferred and conveyed is not the subject matter of any subsisting Agreement for Sale, Leave and License, Mortgage, Assignment of Rights of whatsoever nature etc. executed by the Vendors or any other third parties representing the Vendors.
- 7. The Vendors further declare that they have not received any notice of acquisition or requisition of the said property from the Government or any other Statutory or local authority under Land Acquisition Act or any other law.

8. The Vendors further declare that the said property hereby sold and ransferred is not the subject matter of any pending litigation before any Courts of law or any other statutory or local authorities/ Revenue Authority/ies.

- 9. The Vendors further declare that upon execution and registration of the present Deed of Sale, the Vendors shall hand over all the original documents including permissions, NOCs etc., pertaining to the said property to the Purchaser.
- The Vendors further declare that the said property is not owned by persons belonging to Schedule Cast / Schedule Tribes or such a person has any interest in the said property.
- The Vendors further declare that they are not belonging to 11. Schedule Cast / Schedule Tribes community.
- The Vendors further declare that the consideration amount 12. received by any of the Vendors herein shall be deemed to be received by all of them jointly and severally.

Som C: V.V. Prabhygaones

- 13. The Schedule hereunder written and the Plan and Form I & XIV of Survey No. 135/8 of Village Socorro annexed hereto shall be construed to be an integral part of the present Deed of Sale.
- 14. The possession of the said property has been handed over to the Purchaser by the Vendors at the time of execution of the present Deed of Sale.
- 15. The market value of the said property together with all the permissions. NOCs etc., hereby sold and transferred is valued at Rs. 60.00.000/- (Rupees Sixty Lakh Only) and the stamp duty of 3.5% payable thereon has been paid accordingly.

#### SCHEDULE I

(Description of said Property)

ALL THAT immovable property known as 'NAGAZAL' alias 'NAGAZAR' admeasuring 725 sq. mtrs., situated in the Village of Socorro, Bardez, Goa within the jurisdiction of Grampanchayat of Socorro, Taluka and Sub-District of Bardez, District North Goa, State of Goa neither described in the Land Registration Office of Bardez nor enrolled in the Taluka Revenu Office under Matriz No. Nil, but surveyed under Survey No. 135/8 of Village Socorro and the said property is bounded as follows:

On the North: by sub-division No. 7 of Survey No. 135;

On the South: by sub-division No. 9 of Survey No. 135;

On the East : by Road;

On the West: by sub-division No. 6 of Survey No. 135.

The said property hereby sold, transferred, and conveyed is more particularly shown delineated in red colour boundary line in the Plan annexed hereto.

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IN WITNESS WHEREOF the parties hereto have set and subscribed their hands on these presents on the day, month, year and the place first herein above mentioned.



SIGNED AND DELIVERED BY WITHINNAMED "Vendor No. 1"

Mr. ASHISH VIJAYSINH PRABHUGAOKAR





Left hand finger impressions

Right hand finger impressions

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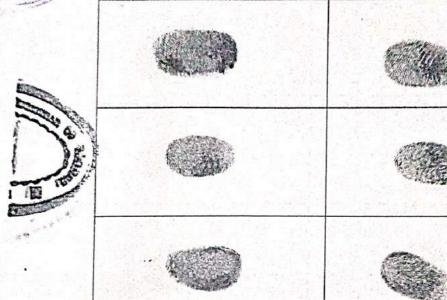
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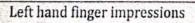
SIGNED AND DELIVERED BY WITHINNAMED "Vendor No. 2"

alias SNIGDHA A. PRABHUGAUKAR

Mrs. SNIGDHA ASHISH PRABHUGAOKAR







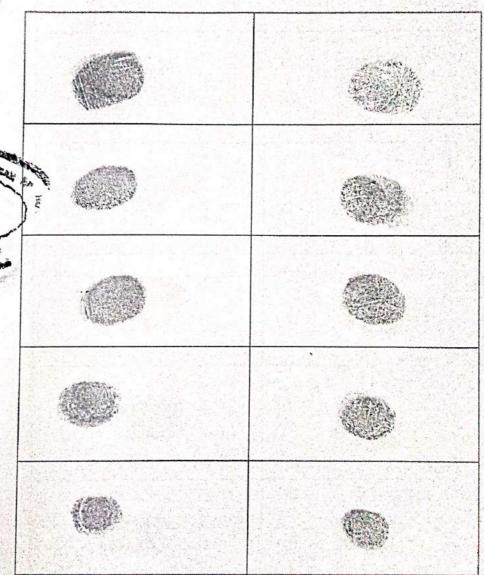
Right hand finger impression

This English. V.V. Prabhygaoker

SIGNED AND DELIVERED BY WITHINNAMED "Vendor No. 3"

V.V. prabling asker Mrs. VIJAYA VIJAYSINGH PRABHUGAOKAR





Left hand finger impression

Right hand finger impression

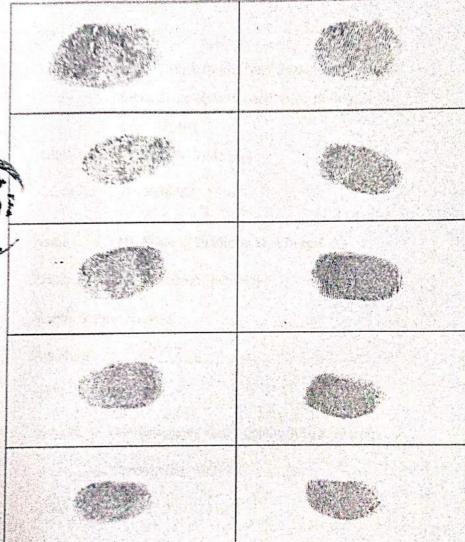
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SIGNED AND DELIVERED BY WITHINNAMED "Purchaser"

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Mr. KALIDAS RAMKRISHNA RAIKAR





Left hand finger impression

Right hand finger impression

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# IN THE PRESENCE OF WITNESSES:

1.

: Mr. Sumcet Vinayak Narvekar

Father Name : Mr. Vinayak Narvekar

Marital Status Unmarrjed

Signature

: 29 years Age

: H. No. 255/A, Quitla, Near Ravalnath Temple, Address

Salvador-do-Mundo, Bardez, North Goa,

Goa - 403101

Adhar Card No.

Mobile No.

2.

: Mr. Baburao Shantram Shet Dessai Name

Father Name: Mr. Shantram Shet Dessai

Marital Status: Married

Signature

Age :53 years

Address : M-65, Housing Board Colony, Alto Porvorim

Bardez, Goa - 403521

Adhar Card No.

Mobile No.

Desco & Jul: N.V. Probuygodo



## **GOVERNMENT OF GOA**

## Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records MAPUSA - GOA



Plan Showing plots situated at

Village: SOCORRO Taluka: BARDEZ

Survey No./Subdivision No.: 135/

Scale:1:1000

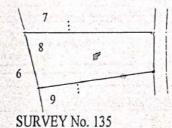
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jesh R. Pai Kuchelkar) spector of Survey & Land Records.

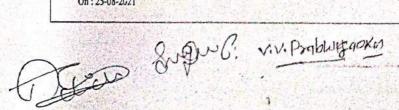




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On: 25-08-2021

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Date: 1908/2021 सम्मार्थ 1 व 14 Fage 1 of 1
Taluka BARDEZ Survey No. 135
सर्वे नवर
Village Socorro Sub Div. No. 16
गांव दिशा नेवर
Name of the Field Nagazar
मेवाचे गांव सहा प्रकार

Cultivable Area (Ha Are Sq Mirs) सामण क्षेत्र (हे. आर. भी.)

Dry Crop विशापत	Garden बागायत	-	Total Cultivable Area				
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		तरी पात्रन		47	मीरह	The state of the s	
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Un-cultivable Area (Ha.Ars.Sq.Mtrs) नापिक क्षेत्र (हे. आर. घी. मी.)

Pol-Kharab पोट खराब

Class (a) Class (b) Total Un-Cultivable Area
बर्ग (क) वर्ग (व) एकूण नापिक जामीन

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Remarks शेरा

Asse आकार	essment: Rs. 0.00	Foro Rs. 0.00	Predial प्रेदियाल	Rs. 0.00	Rent Rs. 0.00
S.No.	Name of the Occupant कम्बेदाराचे नांव		Khata No. खाने नंबर	Mutation No. फेरफार ने	Remarks देख
3 1 2	Ashish Vijaysinh Prabhugaokar Vijaya Vijaysingh Prabhugaokar			68835	

S.No. Name of the Tenant नुळाचे नांव Khata No. Mutation No. Remarks भेरा

Other Rights इतर हक्क Name of Person holding rights and nature of rights: इतर हक्क धारण करणा-याचे नांव व हक्क प्रकार	Mutation No. फेरफार नं	Remarks शेरा
Nil		

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

Year	Name of the	Mode tra	मीसम of Crop बागायत जिरावत Pature Area देव विचन	Source of krigation						
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	Nil					THE MAN		1000		1000

End of Report

For any further inquires, please contact the Mamlatdar of the concerned Taluka.



Joseph Spuß: V.V. Prablugarker Balai



## Government of Goa

# **Document Registration Summary 2**

Office of the Civil Registrar-cum-Sub Registrar, Bardez

- 07-Sep-2021 01:20:15 pm

mber :- 2021-BRZ-3197

01 pm on 07-Sep-2021 in the office of the Office of the Civil Registrar-cum-Sub

Sr.No //	Description	Rs.Ps
FGOS	Stamp Duty	210000
2	Registration Fee	180000
3	Mutation Fees	1000
4	Processing Fee	740
	Total	391740

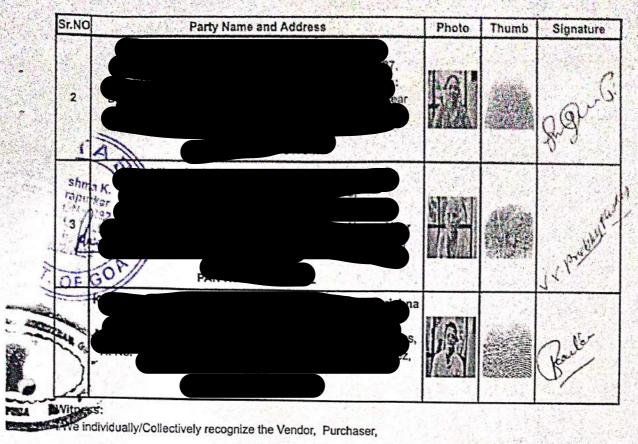
Stamp Duty Required :210000/-

Stamp Duty Paid: 210100/-

Sr.Ne	, p	Party Name and Address	Photo	Thumb	Signature
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## **Executer**

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1				



Sr.NO	Party Name and Address	Photo	Thumb	Signature
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2	R.			N.

SUB-REGISTRAN BAPDEZ

Document Serial Number :- 2021-BRZ-3197

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Registration Number /: 08#+1+3112:3021

Date: 08-5ep-2021

Himler Kha.

yb Registrar(Office of the Civil Registrar-Eum-Sub Registrar, Dardes)

BUB-REGISTRAN BARDEZ

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Reg. No. 1115 | 21 Dated 20 | 9 | 21

Reahma K. Karapurkar Advocate & Notary Public Off. No. 1-18, 3rd Floor, Satt-Adhar Chambers, Opp. Govt. Qts. Near Ruchi Hotel, Patto, Panaji, Goa.