

# Deed of Cancellation

**THIS DEED OF CANCELLATION** made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian Year Two Thousand \_\_\_\_\_ BETWEEN **A B C** of Mumbai, Indian Inhabitant, having address at \_\_\_\_\_, hereinafter called **"THE VENDOR"** (Which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators) of the One Part; AND M/S. **X Y Z & CO.**, a partnership firm having its office at \_\_\_\_\_ hereinafter called **"THE PURCHASER"** (Which expression shall unless repugnant to the context or meaning thereof mean and include the said firm, its partners for the time being and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their his/her assigns) of the Other Part;

## WHEREAS:—

- (a) The Vendor is seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land hereditaments and premises situate at \_\_\_\_\_ bearing C.T.S./C.S. No. \_\_\_\_\_ together with building thereon known as **"AAVISHKAR"** and more particularly described in the **Schedule** hereunder written (hereinafter referred to as the **"said property"**).
- (b) By an Agreement for Sale dated \_\_\_\_\_, the Vendor had agreed to sell and the Purchaser had agreed to purchase the said property at or for the price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) upon the terms and subject to the conditions recorded therein.
- (c) The Purchaser has paid to the Vendor a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as earnest money under the aforesaid Agreement towards purchase price. The said agreement is duly stamped and registered with The Sub-Registrar of Assurances at \_\_\_\_\_ on \_\_\_\_\_ under serial number \_\_\_\_\_. A copy of the said agreement is **Annexure "A"** hereto
- (d) The parties have now mutually decided to cancel the said Agreement for Sale dated \_\_\_\_\_. Hence, the present Deed of Cancellation.

NOW THIS DEED WITNESSETH as follows:-

1. It is agreed, recorded and declared that the said registered Agreement for Sale dated \_\_\_\_\_ executed between the parties for sale of the said property more particularly described in the Schedule hereunder written **is hereby mutually cancelled and treated as null and void and ineffective.**
2. In consideration of the aforesaid cancellation of the said Agreement for sale dated \_\_\_\_\_, the Vendor has agreed to pay and paid the following amounts to the Purchaser:-
  - (a) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) by way of refund of the earnest amount; and
  - (b) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) by way of compensation.

The Vendor has paid the aforesaid amount to the Purchaser on or before execution hereof and the Purchaser doth hereby admit, acknowledge and confirm the receipt of the said amount and give complete discharge to the Vendor for the same.

3. **The Purchaser hereby confirms and declares that** they have not directly or indirectly created any third party rights in respect of the said property or any part thereof and agree to keep the Vendor indemnified and they hereby indemnify the Vendor and his heirs, executors, administrators and assigns against any claim in respect of the said property arising out of any act or deed on the part of the Purchaser.
4. It is hereby declared that the Purchaser has hereafter no direct and/or indirect right, title, interest and/or claim of any nature whatsoever on the said property or against the Vendor.
5. All out of pocket costs, charges and expenses including the stamp duty and registration charges of and incidental to this deed shall be borne and paid by the Vendor/Purchaser (as the case may be). The Purchaser shall co-operate with the Vendor to have the present deed registered as required in law and to attend before the Sub-Registrar to admit the execution of this Deed.
6. The recitals referred above shall form the integral part of this agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first hereinabove written.

**THE SCHEDULE ABOVE REFERRED TO:**

(Description of the said property)

SIGNED AND DELIVERED BY THE )  
Withinnamed VENDOR A B C )  
in the presence of )

SIGNED AND DELIVERED BY THE )  
Withinnamed PURCHASER )  
M/S. X Y Z & CO. by the hand of its )  
partner \_\_\_\_\_ )  
in the presence of )

- 1.
- 2.