**DEED OF CANCELLATION**

This Deed of Cancellation (this “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’) at \_\_\_\_\_\_\_\_\_ (Place).

**BETWEEN:** \_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Company Address]], (the “Company”), through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Authorised signatory: Name of the Person]], (hereinafter referred as “the vendor” include his heirs, successors, legal representatives and assigns.) of the ONE PART.

**AND:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Company Address]], (the “Company”), through its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Authorised signatory: Name of the Person]], (hereinafter referred as “the vendee” include his heirs, successors, legal representatives and assigns.) of the OTHER PART.

**PREAMBLE**

**WHEREAS** the party of the FIRST PART has executed a sale deed dated \_\_\_\_\_\_\_\_\_\_ [[date]] in favour of the Party of the SECOND PART conveying the property more fully described in the Schedule hereunder for a consideration of Rs.\_\_\_\_\_\_\_\_\_\_ [[Amount]] and the said sale deed was registered as Document No. \_\_\_\_\_\_\_\_\_\_[[no.]] of Book \_\_\_\_\_\_\_\_\_\_ [[Volume No.]] filed at pages \_\_\_\_\_\_\_\_\_\_ [[No.]] to \_\_\_\_\_\_\_\_\_\_ [[No.]] on the file of the Sub Registrar, (hereinafter referred as the “Principal Deed”).

**AND WHEREAS** even though the Principal Deed is executed in favour of the Second Part, the possession of the property more fully described in the Schedule hereunder remains

exclusively with the First Part alone due to non payment of consideration amount by the Second Part to the First Part.

NOW THIS INDENTURE OF CANCELLATION WITNESSETH AS FOLLOWS:

THAT the Party of the First Part And Second Part hereby cancel the PRINCIPAL DEED dated \_\_\_\_\_\_\_\_\_\_ [[Date]] and registered as Document No. \_\_\_\_\_\_\_\_\_\_ [[No.]] of Book \_\_\_\_\_\_\_\_\_\_ [[volume no.]] volume filed at pages \_\_\_\_\_\_\_\_\_\_ [[Page No.]] to on file of the Sub Registrar.

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed at \_\_\_\_\_\_\_\_\_\_ [[Place of Execution]] on the date indicated above

By First Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_

By Second Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES:

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE**

(Description of the property)