

## **CANCELLATION DEED**

(Where money transaction has taken place)

This deed of cancellation made this..... day of..... 20... between ..... (hereinafter referred to as the BUYER) of the one part and ..... (hereinafter referred to as the SELLER) of the other part:

WHEREAS by a covenant ..... made between the parties hereto and registered in the office of the Sub-Registrar of ..... Book No. ...., Volume..... Pages..... being No. .... for the year..... it was witnessed that the party hereto of the First part consented to buy the property fully stated in Schedule thereto as also in the Schedule hereunder written and hereinafter referred to as the said property at and for the sum of Rs..... on terms having therein.

AND WHEREAS the party of the First part paid to the party of the Other part a sum of Rs..... as earnest money ..... basing said covenant.

AND WHEREAS the said sum of Rs. .... was in terms of the said agreement secured by a charge on the said property.

AND WHEREAS the said covenant is in full force/virtue.

AND WHEREAS it has now been consented by and between parties hereto that the party of the Other Part shall refund to the party of the First Part the said sum of Rs. .... and also pay a further sum of Rs. .... due to all his costs, charges and expenses for searches, investigation of title and on other accounts by which said covenant shall stand cancelled.

AND WHEREAS party of the Other part has refunded to the party of the First part the said sum of Rs. .... and paid Rs..... as stated above which the party of the First part doth hereby as also by receipt hereunder written, confirm, acknowledge and admit.

And whereas party of the Other part has also returned to party of the First part the said covenant for sale dated the ..... endorsed as abrogated.

NOW THIS CONTRACT WITNESSETH that for the consideration as aforesaid the party hereto of the First part doth hereby consent, declare and confirm that he bear no right, title, claim or interest in said property under and due to hereinbefore stated covenant for sale which stands annulled with immediate effect and shall hereafter bear no force and effect whatever and further that the party of the First part doth hereby and hereunder discharge, reassure, allow release, the said property and every portion thereof unto and to the party of the Other part discharged and freed from charge, security, claim, created and due to said agreement for sale as aforesaid and all claims, demand, cause of action emerging out of or relating with same and the party of the First part doth hereby agree with the party of the Other part that he has not done any deed act or thing by which or by reason or means whereof he is restricted or prevented from abrogating the said agreement for sale and/or releasing and reassuring the said property in the way as aforesaid.

## **SCHEDULE**

IN WITNESS WHEREOF the party of the First part doth hereunder set and subscribe his hand and seal the day month and year first above-written.

Signed, sealed and delivered by the parties at..... in the presence of: