



गोवा GOA

Serial No. 2275 Place of Vendor, Mapusa
Date of issue 25/2/22 Value of stamp
Paper Rs 500 (Rupees Five hundred)

657760

BABAL A. DHARGALKAR

No. AC-STP-VEN/MAPUSA/775

ATMARAM INVESTMENT CENTRE

Rijim Plaza, 2nd Floor,

Office No. D-217, Nr. Fish Market

Morod, Mapusa - Goa

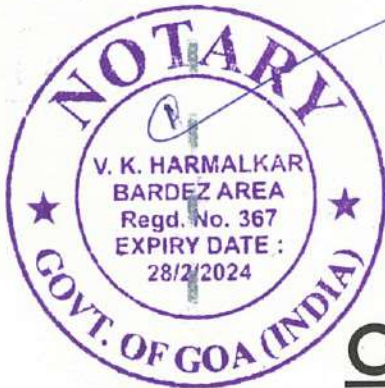
Name of Purchaser V. K. Harmalkar
Residing at Mapusa Son of

(B)

Signature of
Stamp Vendor

V.K. Harmalkar

Signature of Purchaser



CANCELLATION AGREEMENT

...2/-

Bouza

V.K. Harmalkar

Harmalkar

Bouza

008



04112

FOR
V. K. B. R. S.
GOVT.

CANCELLED

This **CANCELLATION AGREEMENT** is made at **Mapusa, Bardez - Goa**, on this 28th day of February 2022, (28/02/2022).

BETWEEN

- 1) **MRS. BERNADETA MARIA LIBERATA DE SOUZA** alias **BERNADETTE DE SOUZA** alias **BERNADETTE M. DE SOUZA**, Wife of Hilario Alexio Valentino De Souza, 65 years of age, married, retired, Indian National, holding Pan Card bearing No. [REDACTED] and her husband;
- 2) **MR. HILLARY D'SOUZA** alias **HILARIO ALEIXO VALENTINO DE SOUZA** alias **HILARY A. V. DE SOUZA** alias **HILARY ALEX VALENTINE DESOUZA**, Son of late Joao Caetano de Souza, 77 years of age, married, retired, Indian National, holding Pan Card bearing No. [REDACTED], both resident of H. No. 9/326/B, Plot No. F-34, Housing Board Colony, Ganeshpuri, Near water tank, Mapusa, Bardez – Goa; hereinafter called the "**OWNERS/VENDORS/FIRST PARTY**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, administrators, and assigns) **OF THE ONE PART.**

AND

M/S. R SQUARE, a partnership firm, duly registered under the partnership act, having its registered office at Hill Crown Apartments, Flat No. G, Ground Floor, Altinho, Mapusa, Bardez – Goa; duly represented herein by its Partners;

- 1) **MR. RAHUL SAINATH PATKAR**, Son of Sainath Patkar, 35 years of age, married, business, Indian National, having Pan Card bearing No. [REDACTED], having Aadhaar Card



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

...3/-

NO
V. K.
BA
Re
EX
GOVT. O

bearing No. [REDACTED], Contact No. **9850555353**, resident of Flat No. G, Ground Floor, Hill Crown Apartments, Alfinho, Mapusa, Bardez – Goa; and **2) MR. RAHUL KUDNEKAR**, Son of Rajendra Kudnekar, 33 years of age, married, business, Indian National, having Pan Card bearing No. [REDACTED], having Aadhaar Card bearing no. [REDACTED], Contact No. **9823543438**, resident of H. No. A/505, Mesta Bhat, Mercedes, Tiswadi – Goa; hereinafter referred to as the **“SECOND PARTY”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators, nominees, legal representatives and/or assigns) **OF THE SECOND PART.**

AND

MR. KAVINASH KRISHNA HARMALKAR, son of Krishna Harmalkar, 46 years of age, married, Business, Indian National, having Pan card bearing No. [REDACTED] resident of House No. 56/3, Near Hotel Spice Goa, Karaswada, Mapusa, Bardez – Goa; hereinafter referred to as the **“CONFIRMING PARTY/THIRD PARTY”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators, nominees, legal representatives and/or assigns) **OF THE THIRD PART.**

WHEREAS the **Second Party No.2** in the present Cancellation Agreement is represented by his duly constituted Power of Attorney holder, **MR. RAHUL SAINATH PATKAR**, i.e. **Second Party No.1**, vide Power of Attorney, dated 1st February 2022, executed before Notary Public Advocate V. K. Harmalkar, under Registration No. 549/22, dated 1/2/2022.



[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

...4/-

NO.
V. K. I
BAF
Ret
EXP
GOVT. O

AND WHEREAS the First Party have executed an Agreement for Development and Sale with the Second Party and Third Party, dated 2nd July 2021, executed before Notary Advocate V. K. Harmalkar, under Registration No.2629/21, dated 02/07/2021.

AND WHEREAS the said Agreement for Development and Sale is in respect of Immovable property known as "VOLOUNEACHO SHENO" also known as "VOLVONEM" or "VOLMACHO XENDO" or "XENDO" totally admeasuring 1,700 sq. mts., situated at Tivim, Bardez – Goa, along with a house therein, situated within the limits of village Panchayat of Tivim, Taluka of Bardez, District of North Goa, State of Goa, which property is found to be described in the land registration office of Bardez under no. 14173 at folio 151 of Book B 36 (new), consisting of 2/8 parts of the property described under 14170 of the said book and enrolled in the Taluka Revenue office of Bardez under Matriz no. 1066 and 1068 of second division and presently surveyed under Survey no. 177 of Sub division No. 3 of Tivim Village, the is hereinafter referred to as the "SAID PROPERTY" and more particularly described in **SCHEDULE I** hereunder.

AND WHEREAS the Agreement for Development and Sale, dated 2nd July 2021, referred to hereinabove shall hereinafter be referred to as the '**SAID AGREEMENT**'.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

NO. 7
V. K. H
BAR
Reg
EXP 2
★
GOVT. OF

AND WHEREAS under the said Agreement the Second Party had agreed to develop the said Property and had agreed to provide the owners the following premises to be constructed in the said property:

- i) **2 BHK Apartment bearing No. C-301, admeasuring 117.9 m²** (super built-up area), situated on the **Second Floor of block C.**
- ii) **2 BHK Apartment bearing No. C-401, admeasuring 117.9 m²** (super built-up area), situated on the **Third Floor of block C.**
- iii) **2 BHK Apartment bearing No. C-102 admeasuring 117.9 m²** (super built-up area), situated on the **upper Ground of block C.**
- iv) **2 BHK Apartment bearing No. C-202, admeasuring 117.9 m²** (super built-up area), situated on the **First Floor of block C.**
- v) **1BHK Apartment bearing No. B-201, admeasuring 69.17 m²** (super built-up area), situated on the **First Floor of block B.**
- vi) **ONE SHOP bearing No.3,** situated on the **Ground Floor** facing the Road, admeasuring **19.78. m²** (super built-up area).

AND WHEREAS that the Second party had agreed to provide following Apartment with stilt parking to the confirming party in the said property;

- i) **2 BHK Apartment bearing No. A-301, admeasuring 90.54 m²** (super built-up area), situated on the **Third Floor of block A.**
- ii) **2 BHK Apartment bearing No. A-201, admeasuring 90.54.m²** (super built-up area), situated on the **Second Floor of block A.**

(The Apartments will be provided with stilt parking).

Asmalkar

Bayg

Asmalkar

RIPKov

NOT
V. K. HAR
BARDE
Regd. N
EXPIRY
28/2/14
OFFICE OF GU

AND WHEREAS the Second Party due to their personal affairs & busy schedule are unable to go ahead with the said development and are unable to comply with the terms and conditions of the said agreement and hence are willing to cancel/terminate the said agreement.

AND WHEREAS the second Party has approached the First Party with a proposal to Cancel/Revoke/terminate the said agreement.

NOW THEREFORE THIS AGREEMENT FOR CANCELLATION/TERMINATION/REVOCATION WITNESSES AS FOLLOWS:

1. The OWNERS and DEVELOPER/SECOND PARTY hereby Revoke/Cancel/Terminate the Agreement for Development and Sale, dated 2nd July 2021, executed before Notary Advocate V. K. Harmalkar, under Registration No.2629/21, dated 02/07/2021.
2. The said Agreement for Development & Sale, dated 2nd July 2021 shall stand cancelled/terminated/revoked from the date of execution of this Agreement.
3. That the parties hereby agree that they shall not file any legal proceedings against each other with respect of the said Agreement or on the subject matter of the said Agreement in any Court or before any Authority or before any Forum in future.






...7/-





4. That second party shall not demand any compensation from the first /third party in respect of the said Agreement or the subject matter of the said Agreement.
5. The Second Party shall not have any right/title or any kind of interest from date of signing this present agreement to the said Property.
6. The Second Party shall not claim any amount, compensation, interest or any other amount in any form from the first party.
7. The second party shall upon the execution of the above agreement shall not interfere with the development of the said property either directly or indirectly.
8. That the temporary possession which was handed over to the second party upon the execution of the agreement for development and sale is handed over back to the first party by the second party upon signing the present agreement.
9. That the second party upon signing the present agreement will cease to have any right/share or interest in the said property.
10. That upon signing the present agreement the first party along with the confirming party shall be free to enter into and execute fresh agreement with any third party without the consent of the second party.



Abmalika

Bouza

Abmalika

RTP/Key

NO
V. K.
BA.
Re
EXI
T. OI

SCHEDULE-I

All that Immovable property known as "**VOLOUNEACHO SHENO**" also known as "**VOLVONEM**" or "**VOLMACHO XENDO**" or "**XENDO**" totally admeasuring 1,700 sq. mts., situated at Tivim, Bardez – Goa, within the limits of village Panchayat of Tivim, Taluka of Bardez, District of North Goa, State of Goa, which property is found to be described in the land registration office of Bardez under no. 14173 at folio 151 of Book B 36 (new), consisting of 2/8 parts of the property described under 14170 of the said book and enrolled in the Taluka Revenue office of Bardez under Matriz no. 1066 and 1068 of second division and presently surveyed under Survey no. **177** of Sub division No. **3** of Tivim Village and bounded as under:

On the East: partly by property bearing survey no. 177/15 and partly by survey no. 177/16

On the West: by road

On the North: by property bearing survey no. 177/1

On the South: by property bearing survey no. 177/5

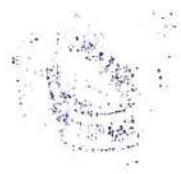
IN WITNESS WHEREOF both the Parties have signed this Cancellation Agreement on the date and day written hereinabove in the presence of witnesses.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



NO
V. K. H.
BARI
Regd
EXPIR
28/1
G

I hereby attest the signature of
Shri / Smt. Bernadette De Souza
Identified by Personally
On the strength of



Bernadette De Souza

MRS. BERNADETA MARIA LIBERATA DE SOUZA
alias BERNADETTE DE SOUZA alias
BERNADETE M. DE SOUZA
"FIRST PARTY NO. 1"

I hereby attest the signature of
Shri / Smt. Hillary D'souza
Identified by Personally
On the strength of



Hillary D'souza

MR. HILLARY D'SOUZA
alias HILARIO ALEIXO VALENTINO DE SOUZA
alias HILARY A. V. DE SOUZA
alias HILARY ALEX VALENTINE DESOUZA
"FIRST PARTY NO. 2"

I hereby attest the signature of
Shri / Smt. Rahul Patkar
Identified by Personally
On the strength of



R Patkar

M/S. R SQUARE

Represented herein by its Partner

For Self & POA Holder for Second Party No.2

MR. RAHUL SAINATH PATKAR
"SECOND PARTY NO.1"

Rahul Patkar

R Patkar

Bernadette De Souza

Hillary D'souza 10/-

NOT
V. K. HAI
BARDI
Regd.
EXPIR
18/

18/



[Handwritten signatures]

I hereby attest the signature of
Shri / Smt. Kavinash Harmalkar
Identified by Personally
On the strength of —

**MR. KAVINASH KRISHNA HARMALKAR
CONFIRMING PARTY**



WITNESSES:

1. *[Signature]* (LOKESH HALDANKAR)

2. *[Signature]* (DIVYA SAWANT)

[Signature]

[Signature]

[Signature]

[Signature]



[Signature]

Adv. V.K. Harmalkar
Notary for Mapusa Bardez - Goa
Reg. No. 1058/22 Dated 28/2/2022

