**Drawn up Consent Decree to Operate
as a Conveyance**

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. OF 201\_\_\_

ABC, of Mumbai, Indian Inhabitant )

residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) … PLAINTIFF

VERSUS

XYZ, of Mumbai Indian Inhabitant )

residing at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) … DEFENDANT

 Coram:           J.

 Date:

The Plaintiff prays for a declaration that the Agreement for Sale dated 5th August 1998 between the Plaintiff and the Defendant being **Exhibit D** to the plaint is valid, binding and subsisting; for an order and decree to specifically perform the said Agreement for Sale dated 5th August, 1998 and to all acts, deeds and things and execute all writings as may be necessary effectively to perform the said Agreement, for injunction, costs and other reliefs **AND** the suit being this day placed on Board by consent precipe and the Plaintiff and Defendant appearing through their respective Advocates consenting to the following decree **THIS COURT BY AND WITH SUCH CONSENT DOTH DECLARE that** the Agreement for Sale dated 5th August, 1998 between the Plaintiff and the Defendant being Exhibit “D” to the Plaint in respect of immovable property described in Exhibit “A” to the Plaint which is the same immovable property as described in the FIRST SCHEDULE hereto is valid, subsisting and binding between the parties hereto AND THIS COURT BY AND WITH SUCH CONSENT DOTH ORDER AND DECREE that that the Defendant has received full consideration amount of Rs. 25,00,000/- (Rupees twenty five lakhs only) from the Plaintiff under the said Agreement for Sale dated 5th August, 1988 AND THIS COURT BY AND WITH SUCH CONSENT DOTH FURTHER ORDER that in consideration of the Plaintiff having paid to the Defendant a sum of Rs. 10,00,000/- (Rupees ten lakhs only) on or before execution of the said Agreement for Sale dated 5th August, 1998 and Rs. 15,00,000/- (Rupees Fifteen lakhs only) paid on or before execution of these Consent Terms making together in the aggregate the sum of Rs. 25,00,000/- (Rupees twenty five lakhs only) (the receipt whereof the Defendant doth hereby admit and acknowledge) the Defendant doth hereby convey, transfer and assign in favour of Plaintiff the said immovable property described in the First Schedule hereto free from all encumbrances but subject to the tenancies as per list described in the **SECOND SCHEDULE** hereto AND THIS COURT BY AND WITH SUCH CONSENT DOTH FURTHER ORDER that this Consent Decree does operate as conveyance, transfer and assignment of the said immovable property described in the First Schedule hereto by the Defendant in favour of the Plaintiff in terms of the Deed of Conveyance a copy of which is annexed and marked as “Annexture “A” hereto AND THIS COURT BY AND WITH SUCH CONSENT DOTH FURTHER ORDER that the present Consent Decree does operate as Conveyance shall be registered in the office of the Sub-Registrar of Assurances at Mumbai and the Plaintiff shall pay stamp duty and registration charges of the present Consent Decree AND THIS COURT BY AND WITH SUCH CONSENT DOTH FURTHER ORDER AND RECORD that the Defendant has handed over possession of the said immovable property to the Plaintiff on execution hereof AND THIS COURT BY AND WITH SUCH CONSENT DOTH FURTHER ORDER that the parties agree and declare that save as aforesaid they have no other claim of any nature whatsoever against each other AND THIS COURT DOTH make no order as to costs AND THIS COURT DOTH LASTLY ORDER that the institution fee paid on the plaint herein be refunded to the Plaintiff as per rules and the Prothonotary and Senior Master do issue accordingly a certificate for such refund WITNESS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Chief Justice at Mumbai, aforesaid, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 200\_\_.

FIRST SCHEDULE

(Give detailed description of the property)

SECOND SCHEDULE

List of Tenants

Tenement No. Name of Tenant Rent

 By the Court,

 For Prothonotary & Senior Master,

SEAL

CONSENT DECREE drawn on )

Application of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Advocates for the Plaintiff. )