**Consent Terms by which Decree to Operate as a Conveyance is Passed**

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

**CONSENT TERMS**

1. Agreed and declared 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 thereto.

2. Agreed, recorded and ordered 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.

3. 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.

4. Agreed, delivered and ordered 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 Annexure “A” hereto.

5. The present Consent Decree does operate as Conveyance shall be registered in the office of the Sub-Registrar of Assurances at Mumbai. The Plaintiff shall pay stamp duty and registration charges of the present Consent Decree.

6. Agreed and declared that the Defendant has handed over possession of the said immovable property to the Plaintiff on execution hereof.

7. The parties agree and declare that same as aforesaid they have no other claim of any nature whatsoever against each other.

8. No Order as to cost.

 **FIRST SCHEDULE**

**(Give detailed description of the property)**

**SECOND SCHEDULE**

**List of Tenants**

Tenement No. Name of Tenant Rent

Dated this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 200\_\_\_.

Advocate for Plaintiff Plaintiff

Advocate for Defendant Defendant