

**ISSUES**

- 1 Do plaintiffs prove that they purchased suit property from defendants No.1 and 2 by registered sale deed?
- 2 Do plaintiffs prove plaint map?
- 3 Do plaintiffs prove that defendants No.2 and 3 agreed to sell southern side land to them and executed agreement to sale on 17-5-2007 and determined the price Rs.1,00,000/- per acre?
- 4 Do plaintiffs prove that in view of above agreement to sale, defendant No.2 accepted Rs.50,000/- as earnest money and handed over southern side land in possession of plaintiff?
- 5 Do plaintiffs prove that thereafter, defendants have not taken the measurement of southern side land and also refused to execute sale deed in favour of plaintiffs as per agreement to sale?
- 6 Are plaintiffs entitled to appoint Court commissioner to Taluka Inspector of Land Record for demarcation and measurement and for casting boundaries?
- 7 Are plaintiffs entitled for permanent injunction in respect of southern east corner land mentioned in plaint para NO.1C and para No.1B?
- 8 Are plaintiffs entitled for permanent injunction in respect of not alienation of suit property?
- 9 Are plaintiffs entitled to specific performance of contract?
- 10 Is agreement to sale bogus and illegal?
- 10 Is valuation of suit property correct?

- 11 Is proper Court fee stamp paid by plaintiffs?
- 12 Is suit barred by law of limitation?
- 13 Do defendants prove that plaintiffs have obtained their signatures on blank paper?
- 14 What order and decree?

Civil Court, Jamkhed ))  
Date: 11-12-2013 ))

(A.S.Wadile)  
Civil Judge, J.D.  
Jamkhed