

Date : 23.07.2026
PW2 – Prashant S/o Bapurao Zulkanthiwar

Examination in chief of PW2 Prashant by Adv. M.K.Wankhede
on solemn affirmation :

4. I **Prashant S/o Bapurao Zulkanthiwar**, Aged 56 years, Occupation : Business, state on solemn affirmation that the affidavit evidence at Exh.77, now shown to me, bears my signature. The contents therein are explained to me by my Advocate. The contents being true, I put my signature thereon.

(The learned counsel for the plaintiff sought exhibition of documents relied upon by the plaintiff, of which necessary reference have been made in his affidavit evidence. Accordingly following documents are exhibited).

Sr No.	Name of Documents	List of docu.Exh	Exhibit No.	Remarks
1.	Agreement to sale	Exh.76/1	86	Original
2.	Statement of account	Exh.76/2	87	Copy
3	Registration certificate	Exh.76/3	88	Copy

Cross examination of the said witness by Adv. A.M.Kulkarni for
defendant No.1 :

5. I know defendant No.1 since the year 2006. He is dealing with real estate. It is true to say that in the partnership firm, when a cheque is issued, it is issued with the consent of all the partners. A cheque of Rs.20,00,000/- dated 25.05.2012 was

issued by our firm to defendant No.2 Sheela Madhukar Girhe. The said cheque was issued regarding the property situated at Jaitala. The said property for having area of 23800 Square Feet. The agreement to purchase the abovesaid property was agreed upon on 25.05.2012 verbally. The total consideration was fixed at around Rs.1,66,00,000/-. The said plot was to be purchased by Nirmiti Builders. The plot was to be purchased in the name of Nirmiti Builders and defendant No.1. The remaining amount of consideration was agreed to be paid after collecting all the relevant papers of the above said property. As the defendant No.1 insisted us to mark his name in the agreement to sale, his name was included in the agreement to sale. Defendant No.1 also told us that the vendor was known to him and his name may be deleted at the time of registration of sale deed. I have no documentary proof of the same. I have direct conversation with the vendor at the time of issuance of cheque. At the time of issuance of cheque, we have not intimated the vendor to prepare the agreement to sale only in our name as we are paying the money.

Que : Whether the agreement is in the name of Nirmiti Builders ?

Ans : The agreement is in the name of Nirmiti Builders through its partner Rahul Urganlawar.

6. It is true to say that Exh.86 agreement to sale is in the name of Nirmiti Builders through its partner Rahul. It is true to say that the abovesaid fact is no where mentioned in Exh.86. I cannot assign any reason as to why the said fact is not mentioned in Exh.86. It is not true to say that the agreement Exh.86 is only between Sanjay Kumar Sontakke and defendant No.2 and thereafter the name of Rahul Urganlawar was added subsequently. I do not remember who has dictated the contents of agreement Exh.86. The agreement Exh.86 was not prepared in our office. So also, I cannot say where it was typed. The parties have put on their signatures over the agreement Exh.86 at our office. It is true to say that when the parties signed over the agreement at our office, the agreement was already typed. It is not true to say that as the vendor was not knowing the Nirmiti Builders or Rahul Urganlawar, the agreement was prepared only in between the vendor and Sanjaykumar Sontakke. It is not true to say that defendant No.1 and Rahul Urganlawar were having the equal right to purchase the property. It is true to say that as per agreement Exh.86, defendant No.1 was having right to purchase the property.

7. At the time of entering into the agreement Exh.86, I did not know the rate of ready reckoner of the suit property. Now, the learned advocate for defendant No.1 intending to show a document produced on record below list Exh.79/1. The

learned advocate for the plaintiff has admitted the same. Hence,
it is marked as **Exh.89**.

Cross examination is deferred till next date.

R.O.A.C.
Before me

Nagpur.
Date : 23.07.2026

(Swaroopkumar S. Bose)
Civil Judge, Senior Division,
Nagpur.