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DATED: 13.12.2022 PW1 PRESENT AND OATH IS ADMINISTERED.

FURTHER CROSS EXAMINATION BY SRI RKT ADVOCATE FOR DEFENDANT NO. 1(a) 2 AND 4 :

It is true that properties in schedule B of plaint in AC No. 87/2017 filed by D4 have been described which are the subject matter of the MOU. It is true that in EX P5 , defendant No. 4 had agreed to pay Rs. 40 lakhs to relegar after the sale of 8000 Sq.ft of built up area mentioned in the said exhibit. Witness volunteers that it was sale of his share of built up area and Ex P5 was entered into for marketing of his share. It is true that as per EX P5 , D4 had agreed to identify and nominate the purchasers and I had agreed to execute the sale the in favour of the said purchasers. It is true that after the execution of EX P5 myself and D4 had given a letter jointly to relegar on 23.06.2015 which is now marked as EX D.4 , which is the certify copy. It is true that as per the supplementary agreement (EX P3) Flat No. 104 and 204 went to the share of developer. It is true that as per the joint development agreement the entire responsibility for the payment to relegar was on me. It is true that as per the document as shown to me certified copy of sale deed dated 27.06.2015 which is now marked as EX D5, after selling the

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flat No. 104 by the developer he has made payment of Rs. 30 lakhs to relegar. Witness volunteers that he is not signatory to EX D5 and also as per certified copy of Sale Deed dated 06.07.2015 which is now marked as EX D6 after sale of Flat No. 204 developer as made payment of Rs. 40 lakhs to relegar. Witness volunteers that he is not signatory to EX D6.

Q : D4 though he had no obligations for repayment of amount to relegar in order to get the NOC , he has pay Rs. 70 lakhs to the relegar after selling his share of flat No. 104 and 204?

Ans : D4 had not taken my permission to repayment as stated above and as per the MOU I had told him to market my share of flat.

It is false to suggest that after execution of MOU, I was under financial necessity , hence myself and D4 had reallocated the sharing pattern. It is false to suggest that after the re allocation Flat No. 103, 202 and 402 came to my share and Flat No. 002, 301, 304, 404 went to the share of D4. It is true that as per the sharing agreement flat No. 103 went to the share of D4. Now I see the copy of the Sale Deed dated 13.04.2016 wherein I have sold Flat No. 103 which is now marked as EX D7. Witness volunteers that flat

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No. 103 was in exchange to my flat No. 203, which the developer (D4) had sold to my daughter. Approximately on 2<sup>nd</sup> or 3<sup>rd</sup> April 2016 the above said exchange was made, it was a oral exchange. On 06.07.2015 Flat No. 203 was sold by D4 to my daughter and I am a witness to the said transactions. Witness volunteers that he has signed as the witness to the said document, as D4 was a need of funds for completing the project.

It is true that in clause No. 9 of EX D7 there is a reference of exchange of flats between myself and D4. It is true that EX P28 dated 01.04.2016 in the 2<sup>nd</sup> page there is statement pertaining to the exchange of flats. It is false to suggest that flat No. 402 came to my share as a exchange with D4 and flat No. 402 is a subject matter of MOU. It is false to suggest that as per the exchange between myself and D4 flat No. 202 came to my share. The document now shown to me is the certified copy of Sale Deed 06.07.2015 wherein flat No. 202 was purchased my son-in-law Heranjal Shreyas Udayashankar which was in the share of D4 and which is now marked as EX D8, my wife has signed as a General Power of Attorney of the purchaser to the said document. At the time of execution of EX D8 my son-in-law in USA. My wife co-ordinated with D4 for the execution of EX D8 on the

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information given my son-in-law. It is true that in EX D8 in clause 2 (I) it is stated sum of Rs. 80 lakhs was paid to relegal for repayment. It is true that initially flat No. 203 had come to my share , I exchanged that with flat No. 103 with D4 as he was having financial necessity for completing his project. I have no document to show that flat No. 203 was given to D4 on his request , it was a oral exchange. It is true that flat No. 203 was purchased by my daughter , which I now see the certified copy of dated 06.07.2015 , which is now marked as EX D9. My wife had co-ordinate for the execution of the said sale deed as a General Power of Attorney, as my daughter was in USA.

It is true that as per EX D9 , Rs. 40 lakhs was repay to relegal as per 2 (i) . It is true that both my daughter and son-in-law at the time of execution of EX D8 and EX D9 had taken loan from LIC – HFL. As told by my daughter and son-in-law they have paid the stamp duties pertaining to EX D8 and D9, I have not seen the document pertaining to the above statement. It is false to suggest that as I had to repay my loan in relegal , I had requested D4 to execute EX D8 and D9 in favour of my Son-in-law and my daughter respectively to enable them to obtained loan from LIC-HFL. It is false to suggest that D4 has utilized the sale consideration amount of EX D8 and D9 for repayment of my loan in relegal and for

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payment of stamp duty and registration charges and has handed over the balance amount to me. I have signed as a witness to EX D8 and D9, because without handing over my share D4 could not execute EX D8 and D9. The statements stated above are not mentioned in EX D8 and D9. It is true that I have filed the suit questioning all the sale deeds except execution of EX D8 and D9. I have also questioned the sale Deeds pertaining to the Flats, which went to the share of D4.

Q : I had not executed the Sale Deed though purchases were identified and nominated by developer as per MOU?

Ans : No written or oral communication was given to me by D4, hence I did not execute the Sale Deed.

D4 has sent Email dated 16.02.2016 which I now identify the copy of the said Email and which is marked as EX D10. It is true that in the 1<sup>st</sup> para there is a statement pertaining to Execution of Sale Deeds with respect to 6821 Sq.ft built up area. Witness volunteers that the said built up area was pertaining to his share.

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**Further Cross Examination** : adjourned at  
request.

(Typed to my dictation in the open  
court.)

R O I & A C

(SUNITHA S G)  
C/C III ACCJ, BANGALORE.