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(No representation from the side of the defendant In the ends of the justice cross examination is deferred).

(Computerized to my dictation in the open court as deposed by the witness.)

R. O. I. & A. C.,

(PRASHANTHI.G)

IX Addl. C.C. & S.J., Bengaluru.

Witness is present and duly sworn on 03.01.2026.

Cross examination : by Sri. MSB counsel for defendant :

1. Plaintiff is my own brother. I have met plaintiff in the year 2022. It is not correct to suggest that after 2022 my brother has not come to India. In the year 2023 plaintiff has last visited India. I cannot tell the date as well as the month of his last visit.

2. I have participated with the negotiations along with my brother-in-law and brother. It was in the year 2021 at the time of registration of the sale agreement I have participated in the negotiations. I have participated in the negotiations along with my brother-in-law Suresh Kumar as well as defendant No.2. I do not know who else were present at the time of negotiation except my brother-in-law and defendant No.2. The first negotiation was held in No.215/76 of Kundanahalli Village, K.R.Puram Hobli. I do not remember the date of the first negotiation. Before one month of the agreement of the sale negotiation was started.

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3. The defendants have not told me with regard to the earlier mortgage made by them with respect to property along with D3. It is correct to suggest that before the registration of the agreement of the sale the defendants have not informed me with regard to the mortgage made by them. It is not correct to suggest that the defendants have clearly made known with regard to the mortgage made by them at the time of negotiation itself. It is not correct to suggest that before the registration of the sale agreement itself D2 as well as the GPA holder of the plaintiffs have visited the D3 Bank. It is not correct to suggest that after confirming about the balance mortgage amount the GPA holder of the plaintiffs have negotiated with D2. It is not correct to suggest that D3 has made known to GPA holder of the plaintiff with regard to the pending loan of Rs.12,00,000/-. It is not correct to suggest that only after confirming with regard to the balance loan GPA holder of the plaintiff has negotiated with D2. The actual sale price entered in between the D2 and GPA holder of the plaintiff is Rs.2,20,00,000/-. Before one month of agreement of the sale, sale price was negotiated. There was only one agreement entered in between the GPA holder of the plaintiff Suresh Kumar Pandey as well as D2. It is not correct to suggest that the actual sale price entered in between GPA holder of the plaintiff as well as the defendants Rs.3,30,00,000/-. I am not aware with regard to the execution of another agreement of sale in between the GPA holder of the plaintiff as well as D1 and D2. It is not correct to suggest that, that agreement of sale was entered in 2

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sets and one set was along with the GPA holder of the plaintiff and another set was handed over to D1 and D2.

4. It is correct to suggest that I was not the party to Ex.P.3. Witness says that my brother-in-law and myself were present on that day. It is not correct to suggest that I was not at all present either at the time of the negotiations or at the time of the agreement of sale. The sale agreement was executed at Mahadevapura Sub-Registrar's Office and it was in the afternoon. My brother-in-law, Zabiullah as well as Nagaraj were present at the time of execution of sale agreement. The original sale agreement is with my brother. It is not correct to suggest that my brother is not in possession of original sale agreement. It is correct to suggest that original sale agreement was handed over to the defendants. Original sale agreement was handed over to the defendants in order to pay the money. But I do not know when it was handed over. I have not received any amount after handing over the agreement of the sale to the defendants. It is correct to suggest that for 9 months I have received totally amounting to Rs.12,70,000/- from the side of the defendants. Witness says that it was a rent. It is not correct to suggest that as per the sale consideration an amount of Rs.12,70,000/- was returned to me.

5. Under Ex.P.3 Rs.1,07,80,000/- was paid to the defendant by way of cheque and remaining amount of Rs.40,00,000/- was paid by way of cash. I have produced the documents to show that I have paid Rs.1,07,80,000/- by way of cheque. It is not correct to suggest that an amount of Rs.40,00,000/-

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was paid by way of cash to the defendant. I do not have any document to show that I have paid Rs.40,00,000/- in cash to the defendant. I am not aware whether the plaintiffs or the GPA holder of the plaintiff Suresh Kumar Pandey have submitted the income tax returns with regard to the payment of Rs.40,00,000/- in cash to the defendant.

(Defendant counsel prays time for further cross examination. Time granted).

(Computerized to my dictation in the open court as deposed by the witness.)

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(PRASHANTHI.G)
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