

WITNESS CALLED AND DULY SWORN ON 15.12.2023.**CROSS EXAMINATION BY SRI.L.D., ADVOCATE FOR THE DEFENDANT:-**

1. Since 2007, I am working in plaintiff society. From 2007, till today I am working as President of plaintiff society. Plaintiff society is having bylaws. There is no such cause for non production of bylaws of plaintiff society before this court. It is true to suggest that, as per our bylaws, before entering into any MOU's we have to take approval. It is true to suggest that, said approval is in writing. The said approval is in our office. I do not have any impediment to produce the said approval before this court. While getting the approval, we will mention only the extent of the property, not the price. The price will be decided at the time of entering into MOU. The price mentioned in MOU is decided between Board of Directors and Contractors. Before signing the MOU, the negotiations regarding price as taken place and same will be mentioned in the minutes of meeting. The said minutes of meeting available in the office. I do not have any impediment to produce the said minutes of meeting before this court.

2. I do not know that, on 08.08.2008, Defendant was holding agreement in land measuring 6 acres 1 gunta, in sy.no.31 of Doddamaranahalli. On the basis of oral submission of the defendant, we have entered into MOU on 08.08.2008. I have signed on MOU dtd.08.08.2008. I have signed after going through the contents of MOU. It is false to suggest that, after going through the sale agreement and GPA in respect of land 6 acres 1 gunta, in

sy.no.31 of Doddamaranahalli, I have entered into MOU at Ex.P.2. Witness volunteers only on the basis of oral statement, I have entered into MOU. It is true to suggest that, in MOU page no.2, in last two lines, it is mentioned that, the 2nd party will handover the original agreement and GPA to the 1st party. I do not remember, after collecting the original GPA and original sale agreement, we have got registered the sale deed in respect of land 6 acres 1 gunta, in sy.no.31 of Doddamaranahalli. The sale deed in our custody. I do not have any impediment to produce the said sale deed before this court. It is false to suggest that, price was fixed only for 6 acres 1 guntas in MOU dtd.08.08.2008.

Question: The price was fixed at Rs.550/- per sq.ft. In MOU dtd.08.08.2008 for 6 acres 1 gunta ?

Answer: The said price is fixed for total 20 acres.

It is false to suggest that, in MOU dtd.08.08.2008, there is no mention about the price of Rs.550/- per sq.ft. For 20 acres.

3. It is true to suggest that, On 09.09.2009, another MOU entered between plaintiff and defendant and price was fixed Rs.675/- per sq.ft. for 12 acres of developed sites. It is false to suggest that, the price was fixed only for 18 acres 1 guntas under the MOU.

4. It is true to suggest that, subsequently the plaintiff has entered another MOU dtd.05.04.2010 for additional land measuring 30 acres and said MOU terminated due to non availability of land on 28.03.2012. Total 33 acres 11 guntas land were acquired by plaintiff through defendant in Doddamaranahalli village. It is false to

suggest that, in sale deed executed in favour of plaintiff pertaining to 33 acres 11 guntas mentioned that, defendant is agreement holder and GPA holder. The said sale deeds are in our custody. I do not have any impediment to produce the said sale deeds before this court. It is true to suggest that, the defendant has facilitated in obtaining all approvals, permission, denotification from KIADB acquisition proceedings. It is true to suggest that, in middle of 33 acres 11 guntas, some rock bed was there.

5. I do not remember when the Layout formation plan was sanctioned in respect to 33 acres 11 guntas. It is true to suggest that, the said layout coming under BMRD/ Magadi planning authority. After sanction of the plan, 70% of sites were released. It is true to suggest that, remaining 30% of sites were released only after completion of formation of layout. 100% sites were released in the month of 28.02.2021. The said release order is in our custody. I do not have any impediment to produce the said release order before this court.

6. Total 437 sites were formed in 33 acres 11 guntas of land. Out of that, only 10 to 11 sites are not sold. I do not remember how many sale deeds were registered between 2015 to 2018 in favour of members of our society. I cannot say how many sites were not registered in that period. It is true to suggest that, the E-Khata also given to the sites which were sold by us. It is true to suggest that, after inspection of BMRD and Panchayath, only they have issued E-Khata to the sites. In the sale deeds, we have mentioned that, the

possession has been handed over to the purchasers. It is true to suggest that, in the said sale deeds, we have mentioned that, the formation of layout in all aspects completed.

7. I do not remember since we have fixed the price only for extent of land 18 acres 11 guntas, so the defendant had issued a Legal notice in the year 2014. It is false to suggest that, after issuing the notice by the defendant, we have started to sell the sites, so the defendant has instituted a case in A.A.No.7/2014 on the file of Prl. District and Sessions Judge, Ramangar. It is true to suggest that, I have been appeared in A.A.No.7/2014. It is true to suggest that, there after defendant approached the Hon'ble High Court of Karnataka for appointment of Arbitrator in CMP.No.230/2014. I do not remember since plaintiff has not given reply to Legal notice dtd.07.05.2014, so defendant approached the Hon'ble High Court of Karnataka for appointment of Arbitrator.

FURTHER CROSS EXAMINATION: DEFERRED.

(Typed to my dictation in open court.)

R.O.I & A.C.,

(SUMANGALA S. BASAVANNOUR)
LXXXII ADDL. CITY CIVIL & SESSIONS JUDGE,
BENGALURU.