

**WITNESS PRESENT AND DULY SWORN ON 05.08.2025.****CROSS EXAMINATION BY SRI.A.S., ADVOCATE FOR PLAINTIFF:-**

1. As per the MOU dtd.08.08.2008 at Ex.P.2, we have agreed to develop 6 acres, 1 guntas. It is true to suggest that, as per Ex.P.2, clause 19, we have agreed to develop 30 acres of land. Witness volunteers that, As per Ex.P.2, it is only 6.1acre as per Rs.550/- per developed sital area including price of land. The present name is 'RBI Swarna'.

2. It is true to suggest that, after Ex.P.2 we have entered another MOU dtd.09.09.2009 at Ex.P.3. Witness volunteers that, for development of 12acres for Rs.675/- per sq.ft. of developed sites including land cost. Before entering into Ex.P.3, I have already agreement for 20 acres of land for development. It is false to suggest that, the said 20 acres of land is conveyed to the Plaintiff.

3. It is false to suggest that, as per Ex.P.2 and 3, I have to acquire the land and register the same in favour of Plaintiff society. It is true to suggest that, 6 acre, 1 gunta land mentioned in Ex.P.2 has been transferred to plaintiff's society. I do not know exactly how many acres has been acquired for the purpose of plaintiff society to develop the sites, but it may be 20 acres. It is true to suggest that, I have acquired 33 acres, 11 guntas after conversion, we have made sale deed to plaintiff's society. It is true to suggest that, after conversion of the land, I have to get approval of land, get approval from the competent authority and develop the sites and handover

the sites to the Plaintiff's society.

4. It is false to suggest that, for the balance area of 20 acres, Rs.550/- per sq.ft. agreed to be paid. 3<sup>rd</sup> MOU is entered by plaintiff and Defendant to develop 62 acres at the rate of Rs.675/- per developed site with land cost which is the documents to show development cost is mentioned as above Rs.550/-. Witness volunteers that, said 3<sup>rd</sup> MOU is cancelled on 28.03.2012. It is false to suggest that, 33 acres of the land is not the subject matter of 3<sup>rd</sup> MOU. It is false to suggest that, I sought cancellation of 3<sup>rd</sup> MOU. As per Ex.P.12, I sought for termination of MOU. It is true to suggest that, there was no availability of land to develop, therefore I sought for cancellation of 3<sup>rd</sup> MOU. It is true to suggest that, if I incurred any expenses in-respect of acquisition of land as per MOU dtd.05.04.2010, I agreed to forgo the cost.

5. It is true to suggest that, I have agreed to develop and deliver the sites as per specifications of the planning authority. I have received total Rs.43,16,00,000/- from Plaintiff. It is true to suggest that, the above said amount is inclusive of land and cost of development. We have made registration of per acre for Rs.50,00,000/-. It is false to suggest that, Rs.15,45,72,000/- received towards cost of acquired land.

6. We have disputes with the Plaintiff since entering 1<sup>st</sup> MOU. We have received release orders for 70% of the site. It is true to suggest that, the authority is issuing release order to the proportionate extent of development carried out. It is false to

suggest that, the balance amount after payment of land cost is Rs.30,25,90,200/- towards developmental cost.

**FURTHER CROSS EXAMINATION: DEFERRED AT THE REQUEST OF ADVOCATE FOR PLAINTIFF.**

(Typed to my dictation in open court.)

R.O.I & A.C.,

sd/-

(VIDYADHAR SHIRAHATTI)

LXXXII ADDL. CITY CIVIL & SESSIONS JUDGE,  
BENGALURU.