

Witness duly sworn on:14-01-2019.

Further cross Examination : by Sri GHM, counsel for Plf.,:

Usually whenever the parties intended to sell and purchase the property, at that point of time they mutually discuss with regard to the limitation aspect as well as consideration amounts. I do not know whether according to the convenience of the parties usually there is a procedure to add or delete certain conditions in the agreement. It is true to suggest that, in the instant case myself and plf., mutually discussed about the limitation as well as sale consideration amounts. Myself and plf., after reading the contents of the agreement, then we voluntarily subscribed our signature. It is not true to suggest that, I agreed for the amendment of the period of limitation in the agreement and accordingly with my consent limitation clause was amended. Plf., has paid earnest money of R.2/- lakhs.

In Ex.P1 without my consent the plf., amended '16' months in two places. Witness volunteers that, when he signed Ex.P1, it was written as '12'. I received Ex.P3 and read over the contents, understood the same. Ex.P4 was issued at my instance. Copy of Ex.P4 was also given to me. I am in possession of copy of Ex.P4. After the receipt of court summons, I engaged some other advocate, instead of Advocate who issued Ex.P4. Witness

volunteers that, it is his will and wish to engage any advocate of his choice.

Contents of WS prepared by my lawyer at my instance and according to the instructions given by me. After issuing reply notice, I did not meet the plf., and discussed about the case. After issuance of Ex.P4, I have not issued any other notices to the plf., It is not true to suggest that, in my presence limitation aspect ie., '16' was amended and it was within my knowledge and with my consent. At the time of Ex.P1 myself, plf., and other def., was present. I am aware of obtaining signature of the witnesses with regard to the execution of any document. It is not true to suggest that, at the time of Ex.P1, witnesses PW2 ad PW3 were present. Since Ex.P1 was barred by limitation, therefore now I am not wiling to sell the schedule property in favor plf., Witness further volunteers that, at the time of execution of sale deed, he was in need of selling the property, but now there is no such need for him to sell the property. After Ex.P1, abutting to the suit property road was formed. It is not true to suggest that, after Ex.P1, the plf., by spending his money formed the said road. It is not true to suggest that, due to the road frontage the value of the property increased therefore, now I am demanding more money from the pf., therefore refusing to perform my part of the contract. It is not true

to suggest that, in the month of May 2016, plf., had kept a sum for Rs.16/- lakh ready for the purpose of execution of sale deed, but I evaded the registration of the sale deed. Witness volunteers that, he demanded money but the plf., refused to pay. It is not true to suggest that, in the month of June 2016 also the plf., requested me to execute the registered sale deed after receiving sale consideration amount, but through my friend I gave threat to the plf., saying that, they should take only earnest money. In this regard the plf., has filed criminal case against me. I do not know whether in Court the criminal case is pending for trial.

Re-examination : Nil.

Dictated in open Court to Typist transcribed by her on this day of 14th January, 2019.

R.O.I & A.C.

Prl. Sr. Civil Judge & CJM., Udupi.