

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB
SCO No. 95-98, Bank Square, P.F.C Building, Sector-17-B, Chandigarh

Subject: -

APPEAL NO. 10 OF 2021 (O&M)

M/S COUNTRY COLONISERS PVT. LTD.

VERSUS

MUKESH GUPTA

Memo No. R.E.A.T./2022/ 96

To,

REAL ESTATE REGULATORY AUTHORITY, PUNJAB 1ST
FLOOR, BLOCK B, PLOT NO.3, MADHYA MARG,
SECTOR-18, CHANDIGARH-160018.

Whereas appeals titled and numbered as above was filed before the Real Estate Appellate Tribunal, Punjab. As required by Section 44 (4) of the Real Estate (Regulation and Development) Act, 2016, a certified copy of the order passed in aforesaid appeals is being forwarded to you and the same may be uploaded on website.

Given under my hand and the seal of the Hon'ble Tribunal this
04th day of March, 2022.

Manendra Kumar
REGISTRAR

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB



BEFORE THE REAL ESTATE APPELLATE TRIBUNAL, PUNJAB

Appeal No. _____ | 0 _____ of 2021

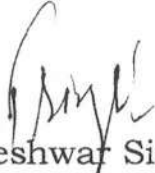
MEMO OF PARTIES

M/s Country Colonisers Pvt. Ltd., Sector 85, SAS Nagar, Mohali, Punjab,
through its authorized signatory/representative Sh. Sahil Sondhi.

...Appellant**Versus**

Mukesh Gupta, resident of B-3, 302, Nirmal Chayya Towers, VIP Road
Zirakpur, Sahibzada Ajit Singh Nagar (Mohali), Punjab.

...Respondent**DATE: 25.02.2021**


(Tejeshwar Singh, Dewangana Chhillar and Surabhi Grover)
P/1355/2015 D/417/2016 D/6835/2017

Advocates

COUNSEL FOR THE APPELLANT



REAL ESTATE APPELLATE TRIBUNAL, PUNJAB AT CHANDIGARH

APPEAL NO. 10 OF 2021 (O&M)
M/S COUNTRY COLONISERS PVT. LTD.
VERSUS
MUKESH GUPTA

Present: - Mr. Tejeshwar Singh, Advocate for the appellant/promoter (M/s Country Colonisers).
Mr. Sahil Sharma, Advocate for Mr. J.P. Singla, Advocate for the respondent.

A Deed of Settlement has been moved that the issues has been resolved amicably between the parties and therefore a prayer has been made that the appeal be disposed of in terms of the settlement which is on record as Mark "A".

The following clause is mentioned in the agreement:-

"8. That further the First Party has deposited an amount of Rs.49,18,218/- (Rupees Forty Nine Lakhs Eighteen thousand two hundred eighteen only) before the Real Estate Appellant Tribunal, Punjab. The Second Party also ensures that he will not raise any objection if the First Party moves an application for the release of said amount after execution of the present settlement deed. The second party shall have no objection to the release of the said amount with interest accrued thereupon in favor of the First Party. The Second Party further agrees and undertakes to co-operate and take all necessary steps including making of statement or appearance before any Court/ commission/ tribunal/ authority for release of the said amount with interest (if any) accrued thereupon in favour of the First Party "

Since the aforesaid is a part of the settlement itself, we deem it appropriate to pass orders that the amounts deposited by the appellant as a measure of compliance of Section 43(5) of the Act be disbursed in the manner prayed for and noticed above forthwith.

The appeals stand disposed of in terms of the settlement.

Sd/-
JUSTICE MAHESH GROVER (RETD.)

CHAIRMAN

Sd/-
S.K. GARG, D & S. JUDGE (RETD.)
MEMBER (JUDICIAL)

Sd/-
ER. ASHOK KUMAR GARG, C.E. (RETD.)
MEMBER (ADMINISTRATIVE/ TECHNICAL)

February 24, 2022

AN



Certified To Be True Copy

Shanand Singh
Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh

04/03/2022