

**IN THE SUPREME COURT OF INDIA
CIVIL APPEAL NO.10856 OF 2016**

IN THE MATTER OF:

BHUPINDER SINGH

...PETITIONER

VERSUS

UNITECH LIMITED

...RESPONDENT

**NOTE FOR HEARING ON 30.10.2023 REGARDING SUGGESTIONS
TO THE PROPOSAL FOR AWARD OF CONTRACTS AND FOR
APPROVAL OF REVISED PAYMENT PLAN, PURSUANT TO
ORDER DATED 09.10.2023 (AS ON 26.10.2023)**

PAPER BOOK

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ADVOCATE FOR UNITECH LTD: ANUBHA AGRAWAL

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Note for hearing on 30.10.2023 regarding suggestions to the proposal for award of contracts and for approval of revised payment plan, pursuant to order dated 09.10.2023 (as on 26.10.2023)

1. As directed by the Hon'ble Court, vide its orders dated 09.10.2023, copy of the Note and the IA containing proposal for floating tenders was uploaded on the website of the company namely unitechgroup.com on 10.10.2023. Pursuant thereto, a total of 319 emails were received (as on 26.10.2023) from homebuyers on the given email address. It is mostly seen that:
- (i) Identical emails are sent by the homebuyers of a particular tower or project and consequently, there are approx. 25 unique emails.
 - (ii) Emails are also sent by homebuyers' associations, in representative capacity enlisting the number of members supporting the given suggestion.

A brief gist of the suggestions as given by the homebuyers of each project, alongwith the number of senders (unique emails), is tabulated for kind consideration of the Hon'ble Court.

Sr. No.	Name of Project	No. of emails received	Suggestions
1.	Vistas, Gurugram	34	<p>Ensure that there is no delay on any account for implementing the steps being taken by the Govt Appointed Board in the award of tenders so that the construction work can start at the earliest.</p> <p>All payment terms are acceptable.</p> <p>All Unitech Home Buyers are suffering and bleeding under financial crunch because of the delay in the possession of these flats.</p> <p>After so many years we are still waiting for our dream house - Nimani Swain.</p> <p>Email attached as A-1.</p>
2.	Vistas, Gurugram	6	<p>"I believe a new BBA is needed between Unitech Limited and Home Buyers where all details are put and also endorsed by SC.</p>

Sr. No.	Name of Project	No. of emails received	Suggestions
			<p>So 'Quality Assurance' and 'Compliance to Specifications' advertised for which we paid and will pay balance also needs to be tabled.'</p> <p>I also have serious doubts on the 'Quality and Skill Sets' of Board for Unitech appointed by Government of India. Complex Construction projects call for engineering skills/ acumen which is missing.”</p> <p>Refund with 9% interest not acceptable - Sarat Babbar</p> <p>Email attached as A-2.</p>
3.	Unihomes 1, Sector 117, Noida	2	<p>“This is my suggestion for the Hon'ble SC to kindly pass directions to M/s Unitech for needful actions on ground level for starting the construction at the earliest as I'm in urgent need of my home for which I will always be grateful to them.”</p> <p>“Delay on account of waiting for hearing date & approval of Hon'ble SC on every step needs to be kindly deliberated upon if the long-pending projects are to be completed in minimum possible time in buyers interest.”</p>
4.	Unihomes 2, Sector 117, Noida	2	<p>“We have already suffered a lot therefore want that construction work should be started immediately.”</p> <p>“Request to make provision in tender that in any project where tower is ready and some buyer has already taken possession and staying there if any flat of those towers which yet to be offered possession should be given priority if buyer shows willingness for payment of outstanding. In such cases at least in principle clearance may be given by Unitech rather waiting for OC for whole project/ tower because people are staying there for a long without OC obtained by Unitech.”</p>

Sr. No.	Name of Project	No. of emails received	Suggestions
5.	Unihomes 3, Sector 113, Noida	2	<p>“In Our Opinion Twelve (12) month’s time is sufficient for the balance construction and development i.e. of Unihome-3 for Towers A1-A6.</p> <p>We will be asked to return that part refund along with 9% interest as per the earlier order of Hon SC in case of Vistas project. This is a gross injustice to us, as we homebuyers never received any compensation or late possession penalty, but now, we would be asked to pay penalty on our own money.</p> <p>Proposed payment plan is time bound and not construction linked.</p> <p>There is no proposal of an escrow account in your Resolution Plan”.</p> <p>Email attached as A-3.</p>
6.	Unihomes 3, Sector 113, Noida	5	<p>“I support the process of construction of homes initiated by the current, Government appointed, Unitech Board on the directions of Hon’ble Supreme Court of India and under the able supervision of Hon’ble Justice Sapre (Retd.)</p> <p>Secondly, I would like to bring to your kind attention how some individuals are trying to derail the process of construction of homes initiated by the Unitech Board. These unscrupulous elements have created WhatsApp/ Telegram Groups and advising their naive members to send mass emails with frivolous objections which have been drafted by these leaders to further their own vested interests.</p> <p>Please note that majority of the 20,000 home buyers will not be sending any emails to you. Majority of these homebuyers belong to middle class and do not have any voice. Believe me, these silent homebuyers support the process initiated by Hon’ble Supreme</p>

Sr. No.	Name of Project	No. of emails received	Suggestions
			<p>Court of India for construction of homes. My belief is based on the fact that more than 66.67% homebuyers gave their consents for change of layout plans for their respective projects last year.”</p> <p>Email attached as A-4.</p>
7.	Burgundy UGCC, Sector 96,97,98 Noida	2	<p>“This approach of Noida Authority to delay and drag the proceedings despite orders of the Hon’ble Supreme Court has caused serious consternation to the home buyers. We would urge the Hon’ble Supreme Court to ensure that Noida Authority does not interfere and impede with the construction and delivery of the apartments, once the homebuyers start making payments as per the proposal of the new management of Unitech Ltd.</p> <p>We are eager to see our long-awaited dream homes become a reality.”</p> <p>Email attached as A-5.</p>
8.	UGCC Willows RWA Sector 96,97,98 Noida	1 Homebuyers association	<p>Support the speedy execution of proposed plan.</p> <p>Email attached as A-6.</p>
9.	Unihomes, Sector 117 Noida	2	<p>“I request the honorable CJI and bench of Judges and other respected officials marked in this e-mail to immediately take steps to commence construction and provide much needed relief to tens of thousands of families of affected homebuyers.”</p>
10.	Amber Welfare Association Sector 96,97,98 Noida	1 (representing 300 homebuyers)	<p>“Association was happy that Tenders for completion of our project were invited in Lot-1 itself in the first week of January 2023 and finalised by mid-April, 2023. We were desperately waiting for award of contracts and commencement of construction at the site.</p> <p>We support the Revised Payment Plan and are agreeable to make payments as per the said</p>

Sr. No.	Name of Project	No. of emails received	Suggestions
			<p>Plan knowing fully well that funds are essential for completion of the project.</p> <p>Another major stumbling block is the attitude of Noida Authority. It is understood that the new management has submitted all the documents to the Authority for approval of Revised Layout Plans, Revised Building Plans etc including the NOCs from other authorities along with the current fees and charges. Noida is not releasing its approvals inspite of clear directions dated 01.02.2023 of the Hon'ble Supreme Court. Objectively seen, they are in contempt of the Hon'ble Court's directions. Therefore, we urge the Hon'ble Supreme Court to direct Noida authority to grant all these approvals within a week's time."</p> <p>Email attached as A-7.</p>
11.	Amber Sector 96,97,98 Noida	1	<p>"Banks should be instructed by Supreme Court to provide loans to new eligible candidates. Otherwise how we can make the payments, practically nobody keeps 2 cr at home in their saving accounts.</p> <p>Noida authority should be instructed to open transfer and mortgage permission for this project."</p> <p>Email attached as A-8.</p>
12.	Uniworld City, Cascades, Kolkata	33 + 1 by Uniworld Social and Cultural Welfare Society	<p>"Do hereby provide Unitech with the consent to go ahead with the construction."</p>
13.	Uniworld City, Cascades, Kolkata	1	<p>"Immediate possession of flat should be given along with delayed penalty and interest for the huge money given long back 14 years back."</p>

Sr. No.	Name of Project	No. of emails received	Suggestions
			Email attached as A-9 .
14.	<ul style="list-style-type: none"> • Cascades, Kolkata • Vistas Gurgaon • Sunbreeze Gurugram 	10	<ul style="list-style-type: none"> • Payment plan not construction linked, • Adherence to specifications, • Structural and safety audits, • Tower-wise status and financial reports • Delay compensation • Relief from GST • Customer relationship manager Email attached as A-10 .
15.	Anthea, Gurugram	101 + 1 by Homebuyers association	<p>“It is clear that Unitech is asking majority of Anthea Home Buyers who wanted to help Unitech by changing their option from refund to Possession that either we pay you the penalty of 9% p.a. interest or our flats will be considered surrendered to Unitech so that Unitech can sell them in the market at double the price of 2011 (Booking Price) and earn Rs 500 crores plus in place of projected Rs 255.8 crores.”</p> <p>Unjust enrichment, Anthea is different from other projects and homebuyers have been diligent and pursued litigation against erstwhile management.</p> Email attached as A-11 .
16.	Uniworld Gardens, Sector 117 Noida	1 + 3 identical emails by same homebuyers association	<p>“We have NO OBJECTION to payment plan, payment schedule, construction plan and commencement as proposed by Unitech.</p> <p>We want that management should ensure sufficient participation of bidders so that tendering process is not delayed any further because of receipt of single bid or any other reason. In fact we will propose that even NBCC can be approached to bid for the project so that in case of non-participation of private construction companies, Govt</p>

Sr. No.	Name of Project	No. of emails received	Suggestions
			<p>construction company like NBCC can handle the project without any further delay.”</p> <p>Email attached as A-12.</p>
17.	Concourse, Sector 71 Gurugram	56	<p>“Have no objection to the above-mentioned payment plan and would request that the construction of our building may kindly be started ASAP to put our long suffering to end.”</p>
18.	Bhubaneswar commercial complex	1	<p>“In pursuance to the directions dated 09.10.2023 of the Hon’ble Supreme Court of India, we have conducted a general verbal survey among our members. It was determined that a supermajority of our members are willing and prepared to adhere to the stipulated payment schedule and are eagerly awaiting the long-awaited project handover, which has been pending for the last 11-12 years. Hence, the mindset of the majority of our members are positive and we offer all possible support from our association to the new Unitech Management, who has been working tirelessly for us since their takeover.</p> <p>Request that the Hon'ble Supreme Court pass necessary orders to ensure timely loan disbursement by the banks/ financial institutions.</p> <p>Also like the Unitech management to put the clause of 12% delay compensation if it fails to deliver the project handover within the strict & stipulated timelines.”</p> <p>Email attached as A-13.</p>
19.	Uniworld Chennai Owners Association	1 by 450 members association	<p>“We want to confirm our approval of the updated payment plan, payment schedule and eagerly anticipate the commencement of construction.</p> <p>We want to bring into your notice that a significant number of members have taken</p>

Sr. No.	Name of Project	No. of emails received	Suggestions
			<p>loans from Banks for their payments, and we kindly request that the Supreme Court pass necessary orders to ensure timely loan disbursement. Hence, our timely payment is dependent on the disbursal of our loans.”</p> <p>Email attached as A-14.</p>
20.	Cascades, Greater Noida	1	<p>Don't know how much to pay and how to pay as per revised schedule. Send a demand notice on email or phone.</p>
21.	Unitech South Park, Gurugram	2	<p>“Projects with longer timeline should be included in the next set of tenders. While it is understandable that board may want to first target projects that can be quickly finished, it is imperative to also quickly start the longer ones that need 36 months or more.</p> <p>Like there is detailed payment plan shared, there should also be a second level detailed construction plan with milestone that should be included to give more confidence to home buyers.</p> <p>While there is penalty mentioned if home buyer delay the installment, there is no mention what will be the compensation provided to the home buyers if construction deadline as proposed by new board is extended and projects is further delayed after the construction start. As by RERA, equal % of interest should be paid by builder to home buyer if case of construction delay and this should be called out.”</p> <p>“Refund seekers should be paid first, in case it is not possible to pay them immediately due to non availability of funds they should be paid in 4 equal Instalments carrying interest@ 9% from date of resolution plan approval to date of payment.</p> <p>Final option should be given to the refund seeker to choose between possession and</p>

Sr. No.	Name of Project	No. of emails received	Suggestions
			<p>refund within 3 weeks of resolution plan approval to make an informed decision.</p> <p>No Interest should be charged from Home buyer received partial refund seeking procession, partial refund received should be paid back on due date of next installment</p> <p>Interest should be charged @12% on delayed payment of installments, falling due after resolution plan approval.</p> <p>Interest should be paid @9% for delayed possession from the commitment date stated in the resolution plan for each project/ tower stated in the resolution plan approved.”</p>
22.	Uniworld Resorts, Sector 33, Gurugram	1	<p>Allotted plots in area for which licenses had not been applied by erstwhile management.</p> <p>“Additional licenses are being obtained for other projects in Gurugram which is not at all acceptable as those areas do not have any 3rd party rights created over it yet but for this very project wherein 3rd party rights are already created, the management is not obtaining the requisite license.” – Padma Logistic and Khanij Pvt. Ltd.</p> <p>Email attached as A-15.</p>
23.	Project not mentioned by the sender	2	<p>Allow commencement of work at the earliest – S.K. Pathak</p> <p>“I want to give suggestion that payment should be linked to construction and not time line” – Manish Gupta</p>
24.	Vistas Gurugram	2	<p>“We have received a refund for 19.53 Lacs as per Supreme Court order and we are willing to refund the same in full however we are very surprised by the order of the Hon Supreme Court asking us to pay an interest of 10% per annum on the refund amount from</p>

Sr. No.	Name of Project	No. of emails received	Suggestions
			<p>the date of receipt of the same.”</p> <p>“Judgement to re-pay the refund amount with 9% is highly in justice to us.”</p>
25.	Uniworld City, Mohali	2	<p>“This draconian demand that either we pay you the penalty of 9% p.a. interest or our flats/plots will be considered surrendered to Unitech so that Unitech can sell them in the market at much higher prices of 2011 (Booking Price) and earn in crores..... this is called “unjust enrichment” and we are sure that this cannot be allowed by the Honorable Supreme Court”</p>
26.	Change to possession	8	<p>(i) “As things are unfolding and with the intervention of HON SUPREME COURT getting possession of our flat can be a reality which was not the case when we filed the case against Unitech. We have opted for refund against booking of above mentioned flat in Unitech Burgundy. Now, we would like now to opt to take possession of the above mentioned flat instead of refund.”- Burgundy, Noida</p> <p>(ii) Unihomes-3</p> <p>(iii) Uniworld City, Harmony, Kolkata (2)</p> <p>(iv) Vistas, Gurugram</p> <p>(v) Vistas Gurugram - we may not be asked to submit any additional money till the construction stage reaches the point or the remaining 20% amount may be included in the revised payment plan. The demand of interest from us on the 10 % refunded amount is very harsh and unjustified.</p> <p>(vi) Unitech South Park</p> <p>(vii) We are willing to change our position from claim of Refund to that of possession but request that there is no</p>

Sr. No.	Name of Project	No. of emails received	Suggestions
			<p>interest that would be charged from us as a part of this settlement and that the balance amount to be paid in instalments as per the new agreed payment plan considering the new construction plan is honoured as proposed in the resolution - Exquisite, Gurgaon.</p> <p>Email attached as A-16.</p>
27.	Misc.	1	Shift booking from Crestview Gurgaon to Bangalore Project

2. That in addition to the above, 13 emails have been received for seeking refund of the amounts and have not been included in the above table, since the same pertains to suggestions regarding the proposal for floating tenders and award of contracts. Objections on behalf of refund seekers received from the office of Ms. Vibha Mahajan Seth, Adv is attached as **A-17**. Another detailed email is attached **A-18**.
3. Perusal of the extracts of above emails reveals the following broad propositions:
 - (i) None of the emails have disputed award of contracts or start of construction. Rather it is stated that construction be started at the earliest. 8 requests are also received for change of option from refund to possession.
 - (ii) Most of the emails have supported the revised payment plan, though some state that payment should be construction linked and not time based (quarterly instalments over the expected project completion period which has been proposed in the Revised Payment Plan).
 - (iii) Those homebuyers who had been refunded the amounts earlier, have seriously disputed refund of monies with interest. It is also stated that repayment of the amounts already refunded should be in instalments.
 - (iv) It is stated that there should be interest payable to homebuyers on delay in construction.

- (v) Homebuyers have sought information regarding how much to pay and how to pay as per revised schedule and stated that demand notice be sent on email or phone.
 - (vi) It is stated that significant number of members have taken loans from Banks for their payments and hence requested that the Hon'ble Court to pass necessary directions to the Banks/ Financial Institutions to ensure timely loan disbursements.
 - (vii) Request has been made to ensure that Noida Authority grants all the approvals immediately and does not interfere and impede with the construction and delivery of apartments and provide approvals in time.
 - (viii) 'Quality Assurance' and 'Compliance to Specifications' has also been raised as a concern.
4. That in view of the above, the management would like to place the following before the Hon'ble Court:
- (a) Timely construction, as per tentative schedule, is the priority of the New Board. This is sought to be achieved with active co-operation of the homebuyers, regulating authorities and other stakeholders. Management would work on best effort basis to address all the issued arising therein.
 - (b) The specifications, as provided in the sale brochures and the Builder-Buyer Agreements, shall be duly maintained.
 - (c) Quality control and taking corrective measures has been given due importance by the New Board and hence suitable measures would be taken, as suggested by the technical experts. Health Safety Audit of all the high-rise Towers has been got conducted from the IIT Roorkee, IIT madras and Jadhavpur University. Requisite retro-fitting and repair works will be carried out wherever the same have been reported.
 - (d) Payment of balance consideration cannot be made construction linked, as receipt of regular cash flow is germane to the entire scheme of taking up construction without passing on the increased cost of construction to the homebuyers. Infact, Construction Linked Payment Plan has been found to be detrimental to the

interests of the Homebuyers wherein they have ended up making payments up to 80-85% only with the construction of structures. It is extremely difficult to earmark any construction linked milestones when it comes to the completion of finishing works.

- (e) Hon'ble Court may kindly issue directions to the banks to disburse the loan amounts and sanction fresh loans to the homebuyers, which is a genuine concern.
 - (f) Management would like to clarify that the stipulation sought regarding payment of interest in case of delay or non-adherence to the Revised Payment Plan is merely as a measure of deterrence and management does not aim to earn any money out of it. This will only ensure regularity of payments, which is the primary concern and a pre-requisite for timely construction.
 - (g) One set of substantial number of emails, acknowledge that the market price of flats has doubled since 2011. However, management is making best efforts to deliver flats at the same rate at which they were initially booked.
5. That in view of the above, it is most respectfully prayed that the Hon'ble Court may kindly be pleased to pass the following directions:
- (A) Permit the management to award contracts in respect of 15 tenders of Lot-1 and 34 tenders of Lot-2 to the successful bidders, as per recommendations of Hon'ble Mr. Justice A.M. Sapre (Retd.) and permit award of further contracts on an on-going basis with the approval of Hon'ble Mr. Justice A.M. Sapre (Retd.) and start the construction works;
 - (B) Direct NOIDA to grant permissions and approvals of revised layout plans/ building plans etc. in furtherance of order dated 01.02.2023 as the same have not been given till date even though Unitech has complied with all the requirements and the Noida Authority has completed the scrutiny thereof;
 - (C) Direct that pending grant of fresh Environmental Clearances, New Board is permitted to carry out finishing works and complete

existing structures in respect of which environmental clearances had been granted earlier;

- (D) Direct the homebuyers to make payment of their balance dues in accordance with the Revised Payment Plan uploaded on the website of Unitech Ltd so as to facilitate the availability of required cash-flows for uninterrupted construction. In case of non-adherence to the said timelines, the Hon'ble Court may kindly consider directing payment of interest @ 12% for delay in payment and cancellation of allotment in case of default of two successive quarterly payments;
- (E) Direct that those homebuyers, who had earlier opted for refunds, but are now desirous to change their options to possession, may do so, as a one-time last measure, by sending their details to the designated email of the company within a period of 8 weeks;
- (F) Direct that those homebuyers who wish to change their options from refund to possession, and had received partial refunds earlier, be allowed, as a final opportunity, to change their options on upfront payment of refunded amount within a period of 4 weeks to the designated notified account of the company. This Hon'ble Court vide Order dated 20.01.2020 in case of Vistas project, had allowed similar deposit back of the refunded amount alongwith interest @ 9% p.a. from the date of refund till the date of deposit;
- (G) Direct banks to consider restructuring the loan accounts of existing homebuyers and disburse fresh loans in accordance with the Revised Payment Plan so as to enable the homebuyers to avail the option of possession and make balance payments and also consider sanctioning fresh loans to prospective homebuyers;
- (H) Pass such other or further orders as this Hon'ble Court may deem fit and proper in the interest of justice.

Filed by:



Anubha Agrawal,

Advocate on record for the New Board of Unitech Ltd.

Dated: 27.10.2023



Tenders related to Unitech Vistas Sec-70 Gurugram Project.

ATUL GUPTA <atulgupta77@hotmail.com>

Wed, Oct 11, 2023 at 1:39 PM

To: "anubha.advocate@gmail.com" <anubha.advocate@gmail.com>

Respected Ma'am,

Greetings !!!

As you understand that we are already suffering from the delays in getting the construction of the said project started and completed accordingly.

We sincerely request your support to kindly take up the matter to expedite for required approvals/permissions from Hon. Supreme Court and avoid any further delays in award of the tenders for construction of the project.

The payment terms are acceptable to us and we request your support to get our long-delayed homes at the earliest.

Thanks & Regards,

Atul Kumar Gupta
Unitech Vistas, Sector-70, Gurugram
+91 98508 32548



Anubha Agrawal <anubha.advocate@gmail.com>

Please Ensure that there is no delay in implementing the plan ,steps taken by Govt appointed board.

Meera Sood <meerasood7@gmail.com>
To: anubha.advocate@gmail.com

Wed, Oct 11, 2023 at 1:14 PM

Good Day,

Please be advised that I am a buyer of a flat in Unitech Vistas, Sector 70, Gurugram.

I request you to kindly:

1) Ensure that there is no delay on any account for implementing the steps being taken by the Govt Appointed Board in the award of tenders so that the construction work can start earliest.

2) note that all payment terms are acceptable.

3) note that all Unitech Home Buyers are suffering and bleeding under financial crunch because of the delay in the possession of these flats.

Thanks & Best Regards

Meera Sood
B-03-10-1003
Unitech Vistas
Sector 70, Gurugram

Unitech Looted Home Buyers Summary

Subho Bhattacharya <subho1201@gmail.com>

Tue, Oct 17, 2023 at 12:26 PM

To: "anubha.advocate@gmail.com" <anubha.advocate@gmail.com>

Cc: ysmcmdunitech@gmail.com, justicesapre@gmail.com, supremecourt@nic.in, cmvc.dyc@gmail.com, fmo@nic.in, hardeep.spuri@sansad.nic.in, amitabh.kant@nic.in

Dear Anubha Madam,

Greetings! It is heartening to note that a competent woman lawyer is supporting our Honourable Supreme Court to bring the curtains down on 12 to 16 years suffering of more than 20000 Home Buyers whose major life time savings have been siphoned off by the erstwhile promoters Chandras of Unitech.

As a suffering home buyer myself having retired with my wife's failing health (Type I diabetes with 3 insulin injections/day + other complications) besides being a brain stroke survivor, I wish to pen some key points following the Public Document released on Unitech website following 12 October,2023 hearing for further payment schedules and conditions for stuck home buyers which may relate to thousands of home buyers like me.

1. We all respect and really appreciate Govt of India take over of Unitech in January,2020 with SC recommendations to help 20000 families from getting ruined -although a corrupt conducive eco system, India's biggest lawyers and respected Ministers like P Chidambaram , Kapil Sibbal and also camp jumping Mukul Rohatgi)who overnight changed from ASG position after retirement to Unitech side) helped the promoters neatly siphon off Rs 16000.00 crores by buying months and months hearing sessions at SC before they were jailed
2. In the first time in history, our Honourable Supreme Court over turned a valid Legal Decree obtained from NCDRC by a group of Home Buyers and even BBA terms were not honoured. We take all this as part of our fate and destiny but on reviewing the Public Document and having experienced the severe pains and sufferings, I believe a new BBA is needed between Unitech Limited and Home Buyers where all details are put and also endorsed by SC. It cannot be a **'terse bureaucratic comment'** by **Unitech CMD Mr Yughvir Singh(Retired IAS)** that **'case is subjudice'** and so no commitments./ownership. Every person has to be accountable including Mr Yudhvir Singh. When non payment of dues by certain time frame and its consequences are neatly tabled(including cancellation of allotment), there has to be a compensation structure built in new BBA for any further delay-we have already experienced 14 to 16 years delays due to whatever reasons. This is a fair point
3. Further delays will only add to construction costs and a clear mention is needed that costs escalations will be borne by Unitech and not passed down our throats as happened in BBA terms or upholding NCDRC Decree. Sadly Indian Judiciary is famous for taking decades for providing justice and there are thousands of case studies galore.
4. Many buildings amongst 74 projects partially completed or requiring some more work for hand over have been exposed to all the vagaries of nature for almost 10 years. Surely there have been erosion of the finish/quality which Mr Yudhvir Singh mentioned that nearest IIT(say Roorkee for NCR Projects or IIT Delhi for Chennai projects) have completed successful audits for quality of the structure and same needs to be tabled across for all projects for home buyers-after all Chintels Paradiso at Gurgaon and DTCP Haryana ordering demolition of some towers recently is too well known. Just like Drugs Peddling and a notorious background of Chintels promoters(Mr Soloman), Chandras of Unitech were well known for their extra ordinary reach amongst Who's Who in India and their throwing bribes to get things done. So **'Quality Assurance'** and **'Compliance to Specifications'** advertised for which we paid and will pay balance also needs to be tabled.'
5. I also have serious doubts on the **'Quality and Skill Sets'** of Board for Unitech appointed by Government of India. Complex Construction projects call for engineering skills/acumen which is missing . There is no fire in the belly(retired IAS officer) nor requisite management skills for turning around a co to complete projects in tight timelines or bring innovations to generate surplus cash flows. I fully respect Hon Judge Mr Sapre but running a complex technology/projects operation on the basis of legal skills honed over decades does not add up sadly.I am sure you will agree that mastering huge volumes of legal books cannot guide me to choice of right construction materials, hardness of steel,optimised concrete mix, foundation strength, water pollutants and its effect on rusting etc etc-otherwise why Engg as a discipline/specialisation would be there.

I only hope Hon SC and Government of India takes due cognizance of all aspects and accords justice to us all and put an end to our 14 to 16 years agony and anguish and let us die gracefully.

Kindest personal regards

Subho Bhattacharya
Unitech Vistas

To,

Date: 18 Oct 23

Chairman & Managing Director
Unitech Limited
8/13th Floor, Tower-B, Signature Tower, SouthCity-1
Gurgaon - 122007, Haryana, India

Sub: Reply/Suggestions from homebuyer Parul Bhatnagar/Saurabh Bhatnagar of Unihomes-3 , Sector 113, Noida residential project, w.r.t changing their option from “Refund” to “Possession” as per the Unitech brief note and IA number 205642 dated 09.10.2023 .

Dear Sir,

We Parul Bhatnagar and Saurabh Bhatnagar (**Customer code UE 0794**) Jointly Booked and were allotted Apartment number 1104, floor 11, Tower A6 at Unihomes-3 Sector 113 Noida under the construction linked plan-B on dated 18/04/2012. We want to bring to your kind notice a few very important points about our allotted flat at Unihomes-3 GHP0001 and request your consideration to possession.

Unitech Unihomes-3, Sector 113, Noida is a Group Housing residential project which was launched in the year of 2012, and work had started by mid of 2012, all the first phase towers A1- A6 raised in time bound manner and all the installment related to this was paid timely by ourselves, till now 90% payment is done from our side, and suddenly work stopped, and today it's a piece of barren land except Towers A1- A6 who's structure has been raised, including some brick work. These Towers are left likewise without arranging the safety of the structure.

In a class action lawsuit, Hon State Consumer dispute redressal Lucknow on July 22^{ed} May, 2017, passed an order directing Unitech Ltd. to refund our principal amount along with 18% compensation from the date of payment made to Unitech.

With absolutely no further construction on the ground, refund with compensation was the only way to left with us when asked by Hon SC through Amicus Portal.

Now considering the Honorable SC order dated 17-Aug-2021, where the Apex court has directed the Amicus Curiae to re-open the portal, for one month, for allowing home buyers to modify their choice from “refund” to “possession” and considering the fact that Nobody wants to see Unitech bleeding to death due to refund burden, we are also willing to opt for “construction” instead of “refund”. But there are few major hurdles, which needs to be addressed transparently:

1. Since Tower A1-A6 are raised fully and even Brickwork on few of floors has been done, and only finishing is pending with other necessary external developments. It looks only one fourth of work is pending. But in your Resolution Plan/Brief Note, you have kept Unihome-3 in the category of "Underdeveloped Projects" and intend to deliver Unihomes-3 project in more than 4 years which is unrealistic.
In Our Opinion Twelve (12) month's time is sufficient for the balance construction and development i.e., of Unihome-3 for Towers A1-A6. So, we will opt for Possession if you agree to start activities on ground for Unihomes-3 Project.

2. We have received part refund from Hon SC, and now if we opt for "construction", we will be asked to return that part refund along with 9% interest as per the earlier order of Hon SC in case of Vistas project. This is a gross injustice to us, as we homebuyers never received any compensation or late possession penalty, but now, we would be asked to pay penalty on our own money. While further construction at Unihomes-3 has not started yet which means Unitech has made no investments in Unihomes-3 construction, so why we should pay interest, on account of delay made by Unitech.

3. As per the Unitech brief note and IA number 205642 dated 09.10.2023, Point number 21f , **we are ready to opt for time bound construction at site with immediate start of ground activities, in place of refund,** but point number 21g is not at all acceptable as "it was deliberated by the Board of Directors in its meeting held on 27.03.2023 and observed that if interest is not charged then it would amount to discrimination qua thousands of other homebuyers who did not get refunds whereas these persons have enjoyed the refunded money for a certain period".

Please note that we have fought and won long and money/time consuming in legal battle in the complaint case number CC/90/2015 at State Commission Lucknow. Finally we have order in our favour along with compensation 18% (Rs 5000 against legal compensation and Rs 200000 against mental harassment charges) as per Hon State Commission decree (Order Copy is with you), this is also an additional expense and can't be nullify against your Point 21g. No other persons made efforts to get refund thru legal process which has its own cost and mental harassment for the cause of failure of delivery of flats. **You can't charge interest by using word discrimination qua thousands of other home buyer, who made no efforts to secure there flat or funds.**

We have paid as per construction link payment plan and more then 90% payment is enjoyed by Unitech for more than 11 years now. Then why we only pay 9% on our own money. If you are charging 9% to justify your point 21g, then we have no other choice to move with Execution Appeal EA/41/2018 in the complaint case number CC/90/2015 and pled for auction of Unitech Assets.

4. As per Clause 4.7.4 in updated Resolution Plan 60 Days' time to arrange return of paid amount against the part payment of refund arranged by Hon SC, is totally unfair this has to be adjusted once respective Project is ready for possession.
5. There is no guarantee/transparent process defined in your Resolution Plan to deliver the quality and time bound construction. We have enough failed promises from Unitech.
6. The proposed payment plan is time bound and not construction linked. We have seen astronomical delays in executions in the past. Please make the payment plan construction linked. This will instill confidence in homebuyers, as they can see progress while making the payments at every stage of construction.
7. There is no proposal of an escrow account in your Resolution Plan. How would you make sure that the collected money is spent on that project only and not diverted to other projects/businesses as done by earlier management, so please consider opening an escrow account project wise with homebuyers' representation in it.
8. **New Unitech Board must walk the talk**, once construction starts, I am sure everyone will switch to possession. Unitech can't force buyers to Switch their options on paper commitments only with pressure tactic. As no one wants to mess up the process, once Construction activity moves, I am sure, you will be supported by home buyers.

Sir, we request you very humbly to kindly revert on this letter by email address (sabbhat63@gmail.com) at least 2 days before next date of hearing in Honorable Supreme court of India. We are ok with time bound possession option only.

Sincerely,
Parul Bhatnagar/Saurabh Bhatnagar
9818370657

Copy : ysmcmdunitech@gmail.com	(CMD office)
aky.coo@unitechgroup.com	(COO office)
Vipin.mittal@unitechgroup.com	(AGM Accounts)
Kc.sharma@unitechgroup.com	(Secretarial)
Satnam.singh@unitechgroup.com	(Noida/Gr Noida Projects)
Pawanshree.adv@gmail.com	(Amicus Curiae SC)



Suggestions/ Submissions regarding Unitech's I.A. No. 205642 of 2023 and Civil Appeal No. 10856 of 2016 (Bhupinder Singh versus Unitech Limited)

harjiv rekhi <harjivrekhi@yahoo.com>

Sat, Oct 21, 2023 at 4:05 PM

Reply-To: harjiv rekhi <harjivrekhi@yahoo.com>

To: "anubha.advocate@gmail.com" <anubha.advocate@gmail.com>

Cc: "justice.dychandrachud@sci.nic.in" <justice.dychandrachud@sci.nic.in>, "justicesapre@gmail.com"

<justicesapre@gmail.com>, "ysmcmdunitech@gmail.com" <ysmcmdunitech@gmail.com>, "pawanshree.adv@gmail.com" <pawanshree.adv@gmail.com>

To:

Ms. Anubha Agrawal
Advocate on Record
Email ID - anubha.advocate@gmail.com

Subject: Suggestions/ Submissions regarding Unitech's I.A. No. 205642 of 2023 and Civil Appeal No. 10856 of 2016 (Bhupinder Singh versus Unitech Limited)

Respected Mam,

At the outset I'd like to mention that I support the process of construction of homes initiated by the current, Government appointed, Unitech Board on the directions of Hon'ble Supreme Court of India and under the able supervision of Hon'ble Justice Sapre (Retd.). Additionally the well drafted Resolution Framework prepared and submitted by Unitech Board gives much needed confidence.

Secondly, I would like to bring to your kind attention how some individuals are trying to derail the process of construction of homes initiated by the Unitech Board. These unscrupulous elements have created WhatsApp/Telegram Groups and advising their naive members to send mass emails with frivolous objections which have been drafted by these leaders to further their own vested interests.

For the record nothing that these elements suggest is in anyway a reflection of the majority buyers who remain committed to the resolution framework.

Please note that majority of the 20,000 home buyers will not be sending any emails to you. Majority of these homebuyers belong to middle class and do not have any voice. Believe me, these silent homebuyers support the process initiated by Hon'ble Supreme Court of India for construction of homes. My belief is based on the fact that more than 66.67% homebuyers gave their consents for change of layout plans for their respective projects last year.

I would also like to mention here that no Learned Advocate, appearing before Hon'ble Supreme Court of India in this matter, represents all the 20,000 home buyers. All the Learned Advocates appearing in this case are representing small number of homebuyers, who have hired them to represent their side. **Majority of 20,000 home buyers, including me are being represented by Hon'ble Supreme Court of India and current Unitech Board.**

Regards

Name : Harjiv Singh Rekhi
Project Name : Unitech Unihomes 3, Sector 113, Noida, U.P.
Tower: A1
Flat No: 507
Customer Code : UE0012
Mobile : 9873962622



Support for Unitech Ltd's Proposal and Urgent Noida Authority Approval

Rajiv Bawa <rbawa901@gmail.com>

Tue, Oct 17, 2023 at 11:18 AM

To: "anubha.advocate@gmail.com" <anubha.advocate@gmail.com>

Dear Ms. Anubha Agrawal,

I hope this email finds you well. I am writing to you as a concerned home buyer of the Unitech Golf and Country Club (UGCC) Burgundy project, located in Sector 96-97-98, Noida. I would like to express my support for the proposal submitted by Unitech Ltd, as well as share some crucial concerns that I believe need urgent attention

First and foremost, I want to emphasize my support for the proposal prepared by the Unitech Ltd's and submitted to the Hon'ble Supreme Court/ Hon'ble Mr. Justice AM Sapre (Retd.), including the revised layout plan for our project and the proposed payment plan. We are appreciative of the progress made by the new board of Unitech Ltd, which was appointed by the Government of India and approved by the Hon'ble Supreme Court and believe that their plans for ensuring construction of the apartments is the only viable solution out of the current mess created by the previous management of Unitech Limited.

I would like to draw your attention to a critical issue that confuses to hinder progress in our project. Despite the Hon'ble Supreme Court's order in February 2022, directing the Noida Authority not to tie layout approvals to Unitech's outstanding dues (which are itself the subject matter of dispute pursuant to the applications filed by the new management of Unitech and also by the homebuyers), Noida Authority has in blatant violation of such orders, continuously on some pretext or the other sought to undermine the authority of the Hon'ble Supreme Court by continuously delaying the same.

This approach of Noida Authority to delay and drag the proceedings despite orders of the Hon'ble Supreme Court has caused serious consternation to the home buyers. We would urge the Hon'ble Supreme Court to ensure that Noida Authority does not interfere and impede with the construction and delivery of the apartments, once the homebuyers start making payments as per the proposal of the new management of Unitech Ltd.

As per the information shared by Unitech Ltd, they are prepared to award the contract to the shortlisted contractor for our housing project, pending the approval from the Hon'ble Supreme Court. The home buyers have endured more than a decade of waiting, and therefore would urge the Hon'ble Supreme Court for early approval of the same.

Also, we believe that if the Hon'ble Supreme Court were to examine the applications filed by Unitech Limited as well as the homebuyers of the UGCC Project, wherein gross miscalculations and gross misconduct by Noida Authority officials have been pointed out, it would lead to dismissal of Noida Authority's claims of an unpaid creditor in respect of the UGCC Project land once and for all.

I kindly request that you convey our consent of the proposal of Unitech Ltd. and our prayers to the Hon'ble Supreme Court with respect to the issues concerning Noida Authority.

We are eager to see our long-awaited dream homes become a reality, and we believe that your assistance in highlighting these concerns will contribute significantly to achieving this goal. Your guidance and support in this matter are highly appreciated, and we trust that you will advocate for our interests in the best possible way.

Thank you for your attention to this matter, and we look forward to a positive resolution that allows our project to finally commence and bring relief to the countless home buyers who have been waiting for so long.

Warm regards,

Rajiv and Vartika Bawa

Unit No: burgundy tower 3, 601
Phone: 999055559

October 19th 2023

From:
Sangeeta Chauhan
President of UGCC Willows RWA for the project

"The Willows" at Unitech Gold and
Country Club Sector-96 and 97,
and 98, NOIDA, Uttar Pradesh

To,
Ms. Anubha Agarwal
Advocate,
Supreme Court, New Delhi

Sub: Support in view of speedy execution
of the proposed plan for "The Willows" project in
regard to the application
being I.A.No.205642/2023 seeking urgent approval
and directions in the Hon'ble Supreme Court in the
matter of Bhupendra Singh Vs. Unitech Ltd. for the
construction and development of the aforesaid
property falling in Lot No.2 as disclosed in the I.A. at
Annexure A-7 Sr. No.29.

Madam,

1. On behalf of the President of UGCC Willows RWA project
named "The Willows" Sector-96 and 97, and 98 and on
behalf of the said RWA I wish to inform you of the full
support to the proposal submitted by you in the
Annexure A-4 filed in Hon'ble Supreme Court on

09.10.2023 and the I.A.No.205642/2023 in Civil Appeal No.10856 of 2016 for completing the project.

- 2.As submitted by you in the Brief Note read by Ld. ASG in Court and uploaded by you on the portal, the management has finalised a set of 34 tenders as part of Lot-2 after vetting by the Engineers India Ltd. (EIL). The Board and Hon'ble Mr. Justice Sapre (Retd.) have approved the same.
- 3.The Homebuyers having suffered for last two decades after investing huge sums in the project and still waiting for the completion and possession of the same were overjoyed to know that the new board will be awarding contracts/tender for the LOT-2 in which the project UGCC Willows is situated.
- 4.The RWA also supports the revised payment plan and are agreeable to make payment as per the said plan knowing fully well the funds are essential for completion of the project.
- 5.The RWA appreciates the efforts made by the Ld. ASG and you for seeking approvals from the concerned Departments to hurry up the process of completing the projects with the approval of Mr. Justice A.M. Sapre (Retd.).
- 6.I support the directions sought by you from the Hon'ble Supreme Court in I.A.No.205642/2023 and hope that on the next date when the matter is listed in Court i.e. 30.10.2023 the Court will grant the approval of the tenders and award of contracts.

7. Now the Homebuyers see a light at the end of the tunnel and hope that the approvals will be given within a period fixed by the Hon'ble Supreme Court.

With Warm regards

For on behalf of **President UGCC Willows RWA**



(Authorised Signatory)

(Treasurer)

Registration No. - GBN/13697/2021-2022

Regd. Office – 501 NT 2 Eldeco Utopia Sec 93A

Noida, Gautam Budh Nagar, Uttar Pradesh - 201304

Note : This has the consent of President of UGCC Willows RWA.

Subject: Comments/ suggestions on the Unitech Note and IA filed in the Hon'ble Supreme Court - Order dated 09.10.2023 – reg.

Sanjeev Sood <amberugccwelfareassociation@gmail.com>
To: "anubha.advocate@gmail.com" <anubha.advocate@gmail.com>

Thu, Oct 12, 2023 at 12:32 PM

Subject: Comments/ suggestions on the Unitech Note and IA filed in the Hon'ble Supreme Court - Order dated 09.10.2023 – reg.

Reference: UGCC Amber Project, Sector 96, 97 & 98, Noida, Uttar Pradesh | I.A. No.77829 of 2017

Dear Ms. Anubha Agrawal,

1. Hope you are doing well. On behalf of homebuyers of UGCC Amber, I thank you for facilitating this process instituted by Honourable Supreme Court of India in their efforts to alleviate the prolonged miseries of home buyers and securing their long due possession of their UGCC homes.

2. I am sending this email in my capacity as the President of The Amber (UGCC) Welfare Association (Regn. No. S/2341/Distt. South/2017), representing more than 300 Homebuyers of the Amber Project being developed in Unitech Golf and Country Club (UGCC), situated at Sector 96,97&98, Noida, after deliberations with the members of the Association, and wish to place on record the following background:

A majority of the Homebuyers booked their flats in The Amber Project during the years 2007 to 2009, and that there are a total of about 390 Homebuyers. It comprises of seven Towers, structures of which were constructed and standing since last about a decade. We had lost all hopes of getting our flats till the Hon'ble Supreme Court intervened and directed appointment of a new Management in January 2020. This brought cheers to all of us with hopes of getting our completed homes revived.

The CMD, Mr. Y.S. Malik, interacted with us and other projects of UGCC in open house sessions in the first week of September, 2022 on behalf of the new Management and explained his plans for completion of projects. We were all fully convinced with his presentation and overwhelmingly gave our consents to the Revised Layout Plan. Since then, we have been regularly interacting with the CMD and his team and really impressed with his clarity of mind and sincerity towards fulfilment of the commitments made in the open house sessions.

The Association was happy that Tenders for completion of our project were invited in Lot-1 itself in the first week of January 2023 and finalised by mid-April, 2023. We were desperately waiting for award of contracts and commencement of construction at the site. However, the Hon'ble Supreme Court could not list the matter for hearing till 09.10.2023 due to its own constraints. We had all hopes that the Hon'ble Supreme Court would grant approval of award of contracts on 09.10.2023 but were again disappointed due to the intervention of Mr. Lahoty and the Noida counsel. Mr. Lahoty's submissions derailed the whole thing.

3. With the above background, we submit the following comments/ suggestions for placing the same before the Hon'ble Supreme Court:

The Homebuyers of the Amber Project request the Hon'ble Court to kindly grant its approval for immediate award of contracts for the 49 Tenders, including the already finalised 02 Tenders for our project. Since one or more tenders for the residual external facilities are also in the pipeline, the Hon'ble Court may authorise the new Management to award contracts on an ongoing basis or with the approval of Justice A.M. Sapre;

We support the Revised Payment Plan and are agreeable to make payments as per the said Plan knowing fully well that funds are essential for completion of the project;

Another major stumbling block is the attitude of Noida Authority. It is understood that the new management has submitted all the documents to the Authority for approval of Revised Layout Plans, Revised Building Plans etc including the NOCs from other authorities along with the current fees and charges. Noida is not releasing its approvals inspite of clear directions dated 01.02.2023 of the Hon'ble Supreme Court. Objectively seen, they are in contempt of the Hon'ble Court's directions. Therefore, we urge the Hon'ble Supreme Court to direct Noida authority to grant all these approvals within a week's time.

We also suggest that instead of hearing all kinds of vested interests, the Hon'ble Court may consider calling the CMD to present the facts before it on various issues rather than wasting its precious time in irrelevant legal submissions.

With Warm regards,

Sanjeev Sood
(Mobile Phone: 9971555777)
President, THE AMBER (UGCC) WELFARE ASSOCIATION
(Registration No. S/234/ Distt South/ 2017)
Regd Office: B-40, [Kailash Colony, Greater Kailash 1, New Delhi - 110048](#)



Unitech UGCC Noida :- Amber tower-2 Apartment number 602

N Garg <gargholland@yahoo.com>

Thu, Oct 12, 2023 at 2:45 PM

To: anubha.advocate@gmail.com

Cc: ysmcmdunitech@gmail.com, aky.ceo@unitechgroup.com

Dear Ms. Anubha Agrawal Ji,

As asked by supreme court on 9-October-2023 for customers suggestion on the payment plan for our property in UGCC, Amber Noida.

I have a apartment in UGCC Amber tower-2 Apartment number 602. I have 2 requests / suggestion:-

1. Before unitech asked for payments Banks should be instructed by supreme court to provide loans to new eligible candidates. Otherwise how we can make the payments, practically nobody keeps 2cr at home in their saving accounts and wait for Unitech for 12 years to get the case decided and suddenly we are asked by unitech to make the payments.
2. Noida authority should be instructed to open transfer and mortgage permission for this project, because 12 years ago i was not able to close the mortgage on my apartment due to Unitech issues, i will need to arrange a new mortgage to pay the outstanding amount to unitech.

Regards

N Garg



penalty/interest on the principal payment paid long back due to delayed activity over 13 years

RATUL kr. Majumdar <ratul.majumdar.2014@gmail.com>
To: anubha.advocate@gmail.com

Thu, Oct 12, 2023 at 10:32 PM

Dear Advocate:

It is unjust to say what is written in the proposal as drafted by the present board that no penalty due to this huge delay (13 years) would not be given. Those culprits siphoned our hard earned money, which everybody knows and it is crystal clear like water. They are already in jail, then what ED/CBI has done so far to return back our hard earned money. It is not a question of 100 people, it is a question of 20000 unfortunate home buyers whose money has been siphoned by those culprits. In other countries those culprits should be given capital punishment for their heinous crime. So penalties due to these huge delay activities have to be given under any circumstances. It is our hard earned money and somebody will steal it and we will remain as mute spectators, it is just not a feasible idea. We have waited for 13-14 years for those culprits. Sell their assets, extract them at any cost all the siphoned money and solve the problem. Definitely those culprits have hidden huge amounts of money somewhere else and if not returned back from them by the competent authority. If they are grilled properly, the concerned authority (ED/CBI) will be able to return back our hard earned money. Either that is already done, or there is no intention for doing this. This is my suggestion as a stakeholder of Unitech Homebuyer

1. Immediate possession of flat should be given along with delayed penalty and interest for the huge money given long back 14 years back.

Hope, We as home buyers will get justice from the hon'ble supreme court.

Thanks and regards

Dr. Ratul kumar Majumdar
CASCADE TOWER 7, UNIWORLD CITY
UNITECH, KOLKATA

UNITECH - Suggestions and Submission (from Joydeb Chakravarty)

Joydeb Chakravarty <joydebchak@gmail.com>
To: anubha.advocate@gmail.com
Cc: nv@nvenkat.com

Wed, Oct 18, 2023 at 7:26 PM

October 18, 2023

Ms. Anubha Agrawal, Ld. AOR, Supreme Court of India.

Respected Madam:

With reference to the Hon'ble Supreme Court's direction dated October 09, 2023, requesting for any suggestions and submissions, I, Joydeb Chakravarty, as one of the 21,000 aggrieved Homebuyer who has been waiting for 16+ years for the delivery of my apartment, I fully support the IMMEDIATE CONSTRUCTION of our long-delayed flats.

I have the following points to submit for your urgent consideration, which may be placed before the Hon'ble Supreme Court:

- 1. NEW PAYMENT PLAN:** As an Aggrieved Homebuyer, I am willing to pay the Balance Amount as per the NEW Payment Plan to re-start the construction after a hiatus of over 16+ years, to ensure possession of my booked flat.
HOWEVER,
 - **WHAT IS THE GUARANTEE THAT** there will not be any further delays in the construction, as laid out in your current plan?
 - **WHAT IS THE GUARANTEE THAT** the construction will not stop mid-way, citing lack of funds or any other issues?
 - **WHAT IS THE GUARANTEE THAT** there will not be any cost overruns?

Since nothing whatsoever has been mentioned with regards to any provisions for redressal for the HBs, I would humbly request the Hon'ble Supreme Court to provide the HBs with a water-tight "safety net" and "guarantees" in this regard.

The Hon'ble Supreme Court of India must consider giving proper direction to protect and give adequate guarantee to the hapless Homebuyers to ensure that their hard-earned, tax-paid monies are not further lost, ***since the Payment Plan is NOT "construction-linked" but based on timelines with hypothetical construction milestones for each project.***

This is an apt case of Homebuyers being "once bitten, twice shy"!

- 2. ADHERENCE TO SPECIFICATIONS:** The Aggrieved Homebuyers need to be provided with a guarantee and confirmation that **ALL Construction Specifications** as originally specified in the Buyers' Agreement are adhered to.
- 3. THE STRUCTURAL/SAFETY AUDITS DURING & AFTER CONSTRUCTION:** The Structural and Safety Audits that have been undertaken by the various IITs and Jadavpur University (WB) and their recommendations **MUST** be **STRICTLY** adhered to.

In this context the Hon'ble Supreme Court of India must consider giving proper direction to authorize the same institutions to SUPERVISE & AUDIT the same during and

after the construction phase to ensure that remedial measures as per their recommendations have been carried out with due diligence.

The unfortunate case of CHINTELS PARADISO, Gurugram is too fresh in our collective memories!

4. TOWER-WISE STATUS & FINANCIAL REPORTS: Provide regular “Project-level/Tower-wise Construction & Financial Status Reports”, on a monthly/quarterly basis.

All stakeholders, including Homebuyers, should be regularly updated on a monthly/quarterly basis, regarding the actual status of each Project & Tower across every project.

The information should not only be given about the construction status - Tower-wise of each Project, but also of the **FINANCIALS**, to ensure total transparency related to the progress.

A monthly/quarterly - Tower-wise Progress/Status Report can easily be uploaded on the Company website.

5. DELAY COMPENSATION: It is humbly submitted that in view of the already executed “Agreement to Sell” between Unitech Limited, its subsidiaries and us, the aggrieved Homebuyers should not be deprived of their rightful “*Compensation in terms of the delay in possession*”, even if it given at a future date, after recovery of the siphoned-off funds from the erstwhile promoters.

The Hon’ble Supreme Court of India must consider giving this amount so accrued, to the aggrieved Homebuyers *or their designated dependents* should Unitech Limited, or their subsidiaries recover the siphoned-off amount or make profits by selling their assets at a future date.

We the aggrieved Homebuyers have lost not only the interest on the payment already made but have also incurred huge opportunity costs over the last 16+ years.

This “delay penalty/compensation” is the bare minimum that we can rightfully expect, in all fairness, after waiting for 16+ years for the delivery.

6. RELIEF FROM GST: As a “*Special Case*”, the Hon’ble Supreme Court of India must consider giving proper direction to the Ministry of Finance to request them to waive-off the GST on the balance payable (incl. Registration Fees etc.) on all Unitech Projects across India by the Homebuyers.

The rationale behind this is quite simple.

If we had received possession of our respective flats when it was actually due - 16+ years back, we would not have had to shell-out this huge tax during the sunset years of our lives!

7. POINT PERSON(S) AT LOCATION: It is suggested that new/fresh Point Persons be freshly appointed at each location as “**Customer Relationship Manager**”, replacing the old/existing staff (who were beholden to the earlier management), to ensure Homebuyers are attended to and dealt with complete integrity, honesty and transparency.

It is humbly prayed that the above suggestions be kindly placed before the Hon'ble Supreme Court of India, for their consideration.

Thank you.

Yours faithfully,

JOYDEB CHAKRAVARTY

Unitech Customer ID No: CA0272/09-22-2302

BUUIPL: Cascades - Kolkata (Tower No. 9)

Contact Details:

E-mail: joydebchak@gmail.com; joydebchak@yahoo.com;

Mob/WhatsApp: +977 9851045403

India Mob: +91 8420131330

To,
AOR, Advocate Ms. Anubha Agrawal
Supreme Court of India
New Delhi

Reference: Brief Note {Page No 20, Point No. 21(g)} of Unitech Ltd dated 9 Oct 2023 presented in Honorable Supreme Court of India.

Subject: Submissions against unjust demand of 9% p.a. interest Penalty for helping Unitech by changing our option from Refund to Possession.

Respected Advocate Ms. Anubha Agrawal,

As directed by the Honorable Supreme court, here are our submissions against your unjust demand of 9% p.a. interest Penalty mentioned in your Brief Note on Page No 20, Point No. 21(g).

We are homebuyers from project "Anthea Floors" where even digging of foundation is not done. There is zero construction in our project. It's an abandoned project and that's why on Amicus portal, majority of the homebuyers of Anthea floors have opted for refund of their principal amount along with 12% p.a. compensation as per our class action NCDRC decree.

We have already filed two IA# 105644 of 2019 and IA# 80849 of 2020 in the Honorable Supreme Court with a prayer that our project "Anthea" Land should be sold to execute our NCDRC decree completely and our principal amount along with 12% p.a. compensation should be refunded to us.

Our NCDRDC decree is already executed partially by Honorable Supreme Court by refunding us part payment (approx. 33%) of our principal amount in our civil appeal No 20003 of 2017. A copy of relevant orders of Honorable Supreme court in our civil appeal & a copy of advance receipt is attached with this letter in support of our claim to show that disbursement actually happened in our civil appeal.

Kindly help in listing our both the IAs so that we can press them in the court to get justice.

Since Unitech has no money to refund us so we thought that we should help Unitech earn Rs 255.80 crore (As mentioned in your resolution Framework) through construction of our project Anthea Floors. Hence, we offered our help to Unitech by changing our option from Refund to Possession but greed of New management to plunder us again by charging 9% p.a. penalty has

exposed them completely and forced us to go back to our original demand of Refund along with compensation 12% p.a. as per our NCDRC decree by selling premium Land of Anthea.

Our Submissions are as follows.

1. Doctrine of Unjust Enrichment:

Respected Madam, as per your brief Note Page No 20, Point No. 21(g), it is clear that Unitech is asking majority of Anthea Home Buyers who wanted to help Unitech by changing their option from refund to Possession that either we pay you the penalty of 9% p.a. interest or our flats will be considered surrendered to Unitech so that Unitech can sell them in the market at double the price of 2011 (Booking Price) and earn Rs 500 crores plus in place of projected Rs 255.8 crores. And Unitech will refund us only our principal amount after completion of project in 4-5 years.

Madam, this is called “unjust enrichment” and we are sure that this cannot be allowed by the Honorable Supreme Court.

Why Unitech wants to do business at the cost of our money & our lives?

Why should our money remain invested in the flats while Unitech sell them in the market at double the price?

We will pray to Honorable Court that Unitech must be asked to invest their own money in this business by buying our flats from us at double the price of 2011 and then sell them in the market.

2. How Anthea is different from other projects e.g. Vistas:

Stage of construction is the most important thing to differentiate any project because it not only decides the possession date for the flats but also the interest (appreciation / depreciation) on the money invested. And all the businesses run on money only. You cannot dismiss the stage of construction and compare its relevance with other irrelevant parameters e.g. High-rise project, Low rise project, Low-income group, premium flats, number of flats in a project etc.

In our project “Anthea”, even digging of foundation is not done yet while Vistas flats (few) were made ready for possession on 20.1.2020 when that order was passed by Honorable Supreme court and it was a consent order. I was present in the court.

Details are as follows.

- a) On 20.01.2020, Few Home Buyers of Vistas agreed to pay 9% p.a. interest in the court, on the spot because of the prevailing circumstances in the court on that particular day.
- b) On 20.01.2020, first court was informed by the Learned AG that Govt has appointed the new board of Unitech and asked for **a moratorium of 12 months**.
- c) After this, court was informed that Dhingra Committee has made few more Vistas flats ready for possession to make the total of 514 flats ready for possession until 20.1.2020. And when this was informed in the court. A group of Vistas Home Buyers led by Ms. Kiran Mahajan present in the court, took a decision on the spot, thinking that since new Board of Unitech has got a moratorium, there will be no work done for next 3-4 years at least due to moratorium & complex issues so it is better to change their option from refund to Possession by paying 9% p.a. interest and take the possession of their flats immediately and sell the flats in the market and exit from this mess.
- d) Vistas Home Buyers did a simple calculation that they had to pay 9% p.a. interest for only 1.5 years duration as money was received from Supreme court in July 2018 so it was manageable for them. For example, if refunded money was 20 Lakhs, they had to pay only Rs 2,70,000 at 9% on 20.1.2020 but today after more than 5 years we have to pay more than Rs 9 Lakhs at 9% p.a. **and after that also we will not get possession of our flat immediately but it is going to take 4-5 years more**. Hence both situations/projects cannot be compared and orders passed for Vistas on **20.1.2020 can not set a precedent for project "Anthea Floors"**.
- e) If you mean to say that we have paid money against construction linked plan in which first 3 installments were not linked with construction then we want to ask you if our money paid against first 3 installments is Free and not entitled for interest / compensation for delay?
- f) Lawyers of Erstwhile management of Unitech also said in the court that only first 3 installments were collected from Anthea Home buyers **so there is no crime if Anthea money is diverted to other projects/businesses. Then we have shown them the evidence that 4th installment was also collected from us and digging of foundation had to happen** at the time of 4th installment which is not done yet.
- g) Over all your point about Non-relevance of stage of construction Vs. Money invested in any project is not valid from any angle.
- h) Money paid by Anthea Homebuyers to Unitech, was not invested in Anthea project but it was siphoned off by erstwhile management from the escrow accounts of Anthea as per the investigation status report of EOW, Delhi police filed in Delhi High Court and also mentioned in the charge sheet in FIR 101 of 2015.
- i) **While money paid by Vistas Home Buyers was invested in project vistas, that's why flats were made ready for possession on 20.1.2020 so any withdrawal of money by**

Vistas Home buyers definitely attracts interest so order dated 20.1.2020 of Honorable Supreme court was justified in case of Vistas.

- j) Vistas is a negative cash flow project where maximum construction is already done while Anthea is a positive cash flow project where even digging of foundation is not done yet.

3. We not only fought for our flats but also for the honor of honest judiciary! You can not name any other project that has done it so Anthea is a big exception, **we are law abiding, brave citizens who trusted the court of Law and fought by putting our life at risk** so that this country becomes a better place where Law prevails, **we were not opportunist like other home buyers who were fence sitter and for whom you want to ensure justice at our cost so you are ready to do injustice with us!**

Details are as follows

Anthea is the most positive cash flow project with Rs 63.3 crores profit as far as the sold inventory is concerned and it is because we are the most vigilant group of people who could not be cheated completely by the erstwhile management. We raised the red flag at right time and very strongly. And that's why we are the only project where criminality (siphoning of funds) of erstwhile management has come into light for the first time due to our fight.

To fought such a battle, it took approx. 50 Lakh rupees (Lawyers Fees) and thousands of hours leaves from office by hundreds of homebuyers of Anthea and lots of dare to put our life at risk! when "Anthea" flats were not built in promised 3-year time, we tried filing a FIR in 2015 which was declined by EOW, Delhi Police so we approached the court under section 156(3) and got the FIR registered.

It is our FIR no 101 of 2015 in which accused were arrested after we appealed in Honorable Delhi High Court 3 times when EOW, Delhi Police IO was threatening the Ld. magistrate in Trial court and told the Ld. magistrate that he will not arrest the accused, adjourn the matter sine die. This is on record in the orders of **ACMMII/PHC/ND/16.11.2015**.

Order copies are attached herewith for your ready reference.

Honorable Delhi High court asked the IO to render an unconditional apology to Ld. Magistrate and comply with all the directions given by the Ld. Magistrate.

After the arrest of accused when bail was given to accused in a hurry by ASJ Raj Kapoor, we appealed against ASJ Raj Kapoor to Honorable CJI of Delhi High Court, Honorable Justice Gita Mittal, a team of vigilance was sent to the office of ASJ Raj Kapoor and 3 computers were seized and sent for forensic audit and after that ASJ Raj Kapoor was asked to retire 2 years before his retirement date.

After that no court gave bail to accused including Delhi High court and matter reached in Honorable Supreme Court where all the 73 projects piggybacked & jumped in our case.

Had any other project fought like this before us, erstwhile management would not have dared to launch our project "Anthea" in 2011 and we would not have been cheated.

Now you are saying that it would be an injustice with those thousands of fence sitters (Homebuyers of other projects) if you do not penalize us with 9% p.a. interest.

Madam, this way you are giving a message that no body should fight against injustice but keep waiting for others to fight and take advantage of others fight in last minute and enjoy the justice from supreme court by becoming an opportunist.

We want to ask if Supreme temple of justice is made only for opportunists and if you want to build such a country where nobody should fight for justice but become opportunists.

Indian Govt honor all it's brave citizens every year on Republic day. Govt never says that it would amount to discrimination qua crores of other citizens who are not being honored.

Same way justice should not be denied to those who trust the court of Law and fight for justice by investing their hard-earned money, time and efforts and consequently receive refund from Honorable Supreme Court as their decree is partially executed by Honorable Supreme court himself.

Sincerely,

Vivek Kumar

President

Anthea Home Buyers Association

Anthea Flat No: F-01-058,

Customer Code: AF0603,

Mobile: 9899299091

Response to Unitech Note submitted to SC on 9th Oct 2023

UGFBWA Noida(Regd.) <ugfbwa@gmail.com>

Fri, Oct 13, 2023 at 2:56 PM

To: anubha.advocate@gmail.com

Dear Madam Advocate Anubha,

I am representing Uniworld Gardens Sector 117 Noida homebuyers through our Association Uniworld Gardens Flatbuyers Welfare Association Sector 117 Noida (UGFBWA). We have approx 180+ homebuyers of Uniworld Garden Project as our members (out of a Max 331 allottees). Our response to the note prepared and presented by Unitech management to SC on 9th October 2023 is as follows:

1) We have NO OBJECTION to payment plan, payment schedule, construction plan and commencement as proposed by Unitech.

2) Our main worry is that our project tender which was a part of lot 2 tenders was pushed to lot 3 tenders on the basis that the lone bid received was

much higher than estimated cost of construction. And subsequently tender of sector 117 was bifurcated into project based tenders .

We want that management should ensure sufficient participation of bidders so that tendering process is not delayed any further because of receipt of single bid or any other reason.

In fact we will propose that even NBCC can be approached to bid for the project so that in case of non participation of private construction companies ,

Govt construction company like NBCC can handle the project without any further delay.

3) It may be noted that ours is a very small project of 6 Towers only and we are waiting since last 14 years for our flats/apartments. Any further delay

will be very painful for all of us.

4) Accordingly we hope that Unitech management and SC will take fast decisions in tender bidding process so that construction can commence ASAP and we are offered our flats in 24 months as per plan.

Best regards

Anoop Johari

General Secretary , UGFBWA

on behalf of Governing Body and all homebuyers members of UGFBWA

**[Bhubaneswar1] Suggestions/ Submissions on Updated Payment Plan by Unitech**

Bhubaneswar-1 Unit Owners Welfare Association <unitechbbsr1ownersassociation@gmail.com> Tue, Oct 17, 2023 at 11:30 AM

To: anubha.advocate@gmail.com

Cc: a.srichandan1952@gmail.com, Abhishek Poddar <abhishek@sainfosysindia.com>, Abhishek Tripathy <abhishektripathy69@gmail.com>, Haripada Acharya <acharyaharipada@gmail.com>, AKSHAYA KUMAR <achieve.odisha@gmail.com>, aditya_k_nanda@yahoo.co.in, akpatra2000@yahoo.co.in, Amit Kumar <amitkumarsendh2@gmail.com>, amrit ranjan Dungdung <amritranjandungdung@gmail.com>, Anil Kumar <anilkg.contact@gmail.com>, ankit.gautam89@gmail.com, Anshuman Anshuman <anshu707@gmail.com>, anuragtripathy79@gmail.com, anwar.alam@khimji.co.in, Agarwal Apparels <apparelsctc@gmail.com>, ashok_qcol@rediffmail.com, Atmaprakash Panda <atmaprakash.panda@gmail.com>, basanta_behera@rediffmail.com, BKP Voice <basantapanda01in@gmail.com>, Bibhu Singh <bibhuu@gmail.com>, bindu.bbsr@shyamsteel.in, BirenPatnaik Photography <birenpatnaik07@gmail.com>, Bismaya Mahapatra <bismaya.mahapatra@gmail.com>, biswajitnayak@gmail.com, bnpratihary@rediffmail.com, ceo@attitudeindia.com, Tapan Choudhury <choudhurytapan@gmail.com>, crcmohanty@gmail.com, SARADINDU JENA <cs.jena2016@gmail.com>, Durga Charan Satapathy <dcsatapathy1@gmail.com>, debarchan@hotmail.com, debasisray1968@gmail.com, dillip subhudhi <dillip.elixin@gmail.com>, dillip435@gmail.com, dr_baral@rediffmail.com, SMILE XONE <drpkt@hotmail.com>, drprasant_s@apollohospitals.com, er.kiransubudhy@gmail.com, Govinda Mohapatra <govindamohapatra54@gmail.com>, hemant puri <hemantpuribbsr@gmail.com>, hsiraj@hotmail.com, Hussain523@gmail.com, JAGANNATHROUT@gmail.com, jena.pvt1974@gmail.com, jitu7171@gmail.com, Kamal Kumar Pati <kamalbw33@gmail.com>, kanodia@hotmail.com, khimjim@gmail.com, Vinay Kumar <ktvinay@gmail.com>, kulwantbhatia22@gmail.com, kumudrath@rediffmail.com, Kunal.shivani@gmail.com, lingaraj.acharya@gmail.com, Maa Santoshi Industries <Maasantoshiindustries@gmail.com>, mallickniranjan3@gmail.com, manaranjan222@gmail.com, manas_panda@yahoo.com, mangladungdung@rediffmail.com, manish singh <manishbbsr@gmail.com>, manjitnayak@gmail.com, Manoj Kumar <manoj24ctc@gmail.com>, masonestate@yahoo.com, meenakiran1@gmail.com, Ankur Agarwal <mfpfitnessindia@gmail.com>, mishraprfulla003@gmail.com, devbrata piplani <modern123traders@gmail.com>, Mohanan Kuniyil <mohan.essar@gmail.com>, mr.kmrai@rediffmail.com, Mrutyunjaya Patro <mrutyunjaya.patro24@gmail.com>, murarilal.burnwal@easterntravels.co.in, SUBRATA DAS <nickydas1997@gmail.com>, Nitan Jaiswal <nitan.jaiswal@gmail.com>, oew159@rediffmail.com, "Orissasteelsyndicate@yahoo.com" <Orissasteelsyndicate@yahoo.com>, panchaleswar@outlook.com, umesh panda <Pandaumesh@gmail.com>, Papu.hans@rkagroup.in, santosh patra <patra.santosh6434@gmail.com>, pcm3@rediffmail.com, pinkisunita@gmail.com, pkbarik@rediffmail.com, pkmishra100 <pkmishra100@gmail.com>, Prafulla2006@yahoo.com, Rajendra Subudhi <rajendrasubudhi20@gmail.com>, Ranjan Mohapatra <ranjankumarmohapatra@gmail.com>, raysoumyendu@gmail.com, Rn_mohanty@yahoo.co.in, RN_PATNAIK@yahoo.com, rupash.ratha@gmail.com, sabyasachi baliarsingh <Sabyasachi171@gmail.com>, SAHIDA KHAN <sahidakhan55@gmail.com>, sahoos_amlan@yahoo.com, sahumicro@yahoo.co.in, Shivansh Das <saishivansh09@gmail.com>, saisrivenures@gmail.com, sakyasingha pattanaik <sakyapattanaik@gmail.com>, sanjaypattanaikus@yahoo.com, sanjeevsinha.kumar@gmail.com, sanjuktarani76@gmail.com, Sanjaya Kumar Panda <sanjupanda@gmail.com>, santosh101965@gmail.com, santoshpanda_54@rediffmail.com, sathishpatra2007@gmail.com, satyaban.samal@gmail.com, satyajit_acharya@hotmail.com, satyaranjan1986@gmail.com, Saurav@tripprocess.com, sauravdash3@gmail.com, sheelashoesbbs@gmail.com, shuvendust@gmail.com, Shyam Agarwal <shyamuagarwal@gmail.com>, sirajdx2017@gmail.com, situsahoo71@gmail.com, sk.akid07@gmail.com, Sanjay Mahapatra <skmandassociates@gmail.com>, sriraag hans <Sriraaaghans@gmail.com>, ssaarj@yahoo.com, styleejaz@yahoo.in, Subrat S <subrat2127@gmail.com>, sugyanpatnaik@gmail.com, Sujitkumar.lenka997@gmail.com, sujit prusty <Sujitprusty08@gmail.com>, SURESH.SUREKA@surekaproperties.com, SUSANTA KUMAR PAL <susantapal161@gmail.com>, suuvashis@yahoo.com, sworupmohanty@yahoo.com, Tushar Prusty <tusharranjanprusty2@gmail.com>, vinay.shivani@gmail.com, vivekhans@yahoo.co.in

Suggestions/ Submissions on Updated Payment Plan by Unitech

Respected Adv. Anubha Ma'am,

We are the owners of Retail & Office Units of Unitech Project **Bhubaneswar-1**, located at Mouza- Gadakana, Bhubaneswar in the State of Odisha.

In pursuance to the directions dated 09.10.2023 of the Hon'ble Supreme Court of India, we have conducted a general verbal survey among our members. It was determined that a supermajority of our members are willing and prepared to adhere to the stipulated payment schedule and are eagerly awaiting the long-awaited project handover, which has been pending for the last 11-12 years. Hence, the mindset of the majority of our members are positive and we offer all possible support from our association to the new Unitech Management, who has been working tirelessly for us since their takeover.

However, we want to bring the below Suggestions /Submissions into your kind notice that came out of brainstorming during our internal discussions:

1. A significant number of members have taken loans from Banks for their payments, and we kindly request that the Hon'ble Supreme Court pass necessary orders to ensure timely loan disbursement by the banks / financial institutions. Hence, our timely payment is completely & entirely dependent on the disbursal of our bank loans.
2. We request the Unitech Management to give the Hon'ble Supreme Court as well as to us, a Hard / Strict Deadline for completion of our project in writing. This should also be published on their website.
3. If Unitech is intending to put a clause of 12% interest on payments defaulters (though Unitech management has no intentions of making any money by way of charging any interest nor it is interested in cancellation of any allotments as per their [Updated Payment Plan](#)), but to make things balanced, we would also like the Unitech management to put the clause of 12% delay compensation if it fails to deliver the project handover within the strict & stipulated timelines.
4. We would be grateful if the Hon'ble Supreme Court passes necessary orders for granting moratorium on Loan EMIs till the time Bhubaneswar 1 becomes operational.
5. Unitech holds 60% of inventories and unless they lease or sell their part, mall operations may not be possible. And also they need to pay for mall maintenance for their share. Mall leasing and management can be done by Unitech or 3rd party but Unitech to pay the cost for the inventories they hold. Unitech must undertake the mall maintenance for next 5 yrs at free of cost as most of the equipment are old and may need to be replaced as soon as the mall starts its operation.
6. Settlement with [SREI](#) and other financial institutes is crucial before getting possession of Bhubaneswar-1. This is because erstwhile management of Unitech has leased the 60% inventory to [SREI](#). Currently, new Unitech Management does not have the mandate to sell the 60% inventory that was leased to [SREI](#) by the erstwhile management.
7. Unitech must undertake the mall maintenance for next 5 yrs at free of cost as most of the equipment are old and may need to be replaced as soon as the mall starts its operation.
8. Simply Handovering the 181 units out of 250 units of the mall to the customers i.e. 40% of the area will not serve any purpose to us. We need clarity on the Mall operations, selling 60% of the unsold inventory. We have paid 4 times the then market price to get a world class mall and we pray before the Hon'ble Supreme Court to give us Justice.

It is imperative to clarify that we are not writing this email on behalf of all the customers of Bhubaneswar-One Project i.e. allottees of 181 property units sold so far, as we are still not able to locate / trace approximately ~48 property unit holders.

Furthermore, it should be noted that some of our members have also been involved in legal proceedings at various court levels in pursuit of obtaining a refund since the last 7-8 years.

Regrettably, we have mourned the loss of approx. 6 of our esteemed members during this protracted struggle, and approx. 25% of our members have crossed the age of 75 years. We all are eagerly waiting for the construction to commence.

Project Details:

Name: Bhubaneswar-1 (An integrated commercial complex, comprising of office space, retail and a multiplex.)

Place: Bhubaneswar , Odisha.

Thanking You with Regards,

Bhubaneswar-1 Unit Owners' Welfare Association (BUOWA)

Shopping Mall Site Office: Mouza-Gadakana, Unit No.39, P.S. Mancheswar-25, Dist. Khurda, Tahasil-Bhubaneswar 751017, Odisha, India.



10.10.2023-Public-Notice.pdf

278K

NO OBJECTION TO PAYMENT PLAN ,PAYMENT SCHEDULE & CONSTRUCTION COMMENCEMENT

Respected Adv. Anubha Ma'am,

In pursuance to the directions dated 09.10.2023 of the Hon'ble Supreme Court of India, We want to confirm our approval of the updated payment plan , payment schedule and eagerly anticipate the commencement of construction. This revised plan provides much-needed clarity to our members.

However, we want to bring into your notice that a significant number of members have taken loans from Banks for their payments, and we kindly request that the Supreme Court pass necessary orders to ensure timely loan disbursement. Hence, our timely payment is dependent on the disbursal of our loans.

Project Details:

We represent 450 suffering homebuyer members of the following projects situated in Uniworldcity Nallambakkam Chennai.

Name: Unihomes, Unihomes-2, Unigardens

Thanking You with Regards,

Iyarappan B

Secretary

Uniworld Chennai Owners' Association- Nallambakkam

Chennai 600127

PADMA LOGISTIC AND KHANIJ PRIVATE LIMITED

3C, 3rd Floor, Mukti World, 9/3B Leela Roy Sarani, Kolkata-700 019. Ph:40635193 ANNEXURE A-15
CIN : U51420WB2007PTC153290

To

Date :16/10/2023

Ms. Anubha Agrawal

Subject: Observation to the note uploaded on Unitech's website.

Dear Madam,

At the outset, we would like to thank you for your and the Company's efforts to address the issue faced by the Homebuyers and other stakeholders. We would like to extend our support towards the Company so that we are relieved from the difficulties that we have been facing for nearly a decade now.

2. We are owners of Plot Nos. 105,151 & 152 in Block-A, Uniworld Resorts, Sector 33, Gurugram. We were issued allotment letters dated 06/05/2014, irrespective of knowing that Unitech at that time didn't have the requisite permission to sell those plots in open market as the said plots were not part of the licensed area.

3. The new Management have reviewed each and every minute details about the Company and have tried addressing all the issues in order to revive the company back in its original stature. But, we fail to understand that how come this major issue have been left unattended by the new Management and no concrete action has been detailed in any of the updates that have been uploaded in the Company's website time to time.

4. We are really worried and would draw your attention to this issue because we feel that we are being again left in a difficult position and god knows when we would be able to see light at the end of the tunnel.

5. Additional licenses are being obtained for other projects in Gurugram which is not at all acceptable as those areas does not have any 3rd party rights created over it yet but for this project wherein, 3rd party rights are already created, the management is not obtaining the requisite licenses.

6. Mam, please with folded hands we request you to raise our concern before the Hon'ble Supreme Court and get a clear directive to obtain additional license at the earliest so that possession can be delivered to us.

7. We shall be grateful for your help in this regard.

For PADMA LOGISTIC AND KHANIJ PRIVATE LTD.



Director



Flat No. - 2701, Tower 2, Burgundy

Samit Jain <samit1978@gmail.com>

Wed, Oct 11, 2023 at 12:14 PM

To: "anubha.advocate@gmail.com" <anubha.advocate@gmail.com>, "ysmcmdunitech@gmail.com" <ysmcmdunitech@gmail.com>

Cc: saurabh443@rediffmail.com, RISHI <rishi.kaisons@gmail.com>

Customer Code - BY0072A

Flat No. - 2701, Tower 2

Project - Burgundy, UGCC, NOIDA

Allottee 1 - Samit Jain

Allottee 2 - Savita Jain

Dear Ms. Anubha,

As initiated by Honourable Supreme court of India to give your suggestions we would like to draw your attention that one last opportunity be given to all flat owner to change their option from refund to possession.

As things are unfolding and with the intervention of HON SUPREME COURT getting possession of our flat can be a reality which was not the case when we filed the case against Unitech.

We have opted for refund against booking of above mentioned flat in Unitech Burgundy. Now, we would like now to opt to take possession of the above mentioned flat instead of refund.

Kindly allow us to do the needful

Thanking you,

Regards

Samit Jain / Savita Jain



Change of option from Refund (with partial refund recd) to possession

1 message

Hemant Dhingra <hemant.dhingra@outlook.com>

Fri, Oct 20, 2023 at 9:09 PM

To: ANUBHA.ADVOCATE@GMAIL.COM <ANUBHA.ADVOCATE@gmail.com>, ml_lahoty@yahoo.co.in

<ml_lahoty@yahoo.co.in>

Cc: supremecourt@nic.in <supremecourt@nic.in>, pawanshree.adv@gmail.com <pawanshree.adv@gmail.com>, ysmcmdunitech@gmail.com <ysmcmdunitech@gmail.com>, aky.ceo@unitechgroup.com <aky.ceo@unitechgroup.com>, ss.bishnoi@unitechgroup.com <ss.bishnoi@unitechgroup.com>

REG : FLAT NO 1204, TOWER A4, IN UNITECH SOUTH PARK, GURGAON

Dear Sir/Madam,

I am an allottee of the captioned Flat in Unitech South Park. Vide Order dated 4.10.2018 by National Consumer Dispute Resolution Court, a Decree was awarded in our favour in consumer complaint no 781 of 2015 for refund of entire amount paid by us alongwith interest as specified in the order. Accordingly We had opted for refund option in the ongoing proceedings with Unitech in respect of captioned flat.

Thereafter we were not abreast/aware of the further developments in Supreme Court and hence we did not take any further action in above regard.

We now understand that as per the note put up by you before the Hon'ble Supreme Court of India on 9.10.2023, a final opportunity is being provided for the allottees to change their option from refund to possession and return the amount of partial refund received by them alongwith interest @ 9% p.a.

We accordingly wish to change our option from refund to possession in respect of the aforesaid flat and refund the partial amount received by us. The details of the partial refund received by us is as under

Date of Receipt	-	23.5.2019
Amount received	-	Rs.4,00,824
Intt from 23.5.19		
To 31.23@ 9%	-	Rs.1,60,208
Total	-	Rs.5,61,032

You are requested to kindly confirm the above amount and inform me the bank account details in which the above amount is to be transferred at the earliest.

Thanking You

Yours Sincerely

HEMANT DHINGRA/SANGEETA DHINGRA

OWNERS

P-23 MALVIYA NAGAR

NEW DELHI 110 017

Ph 9810287754/9810292681

Sent from [Mail](#) for Windows

OBJECTIONS ON BEHALF OF REFUND SEEKERS AS PER THE LIBERTY GIVEN BY THE HON'BLE SUPREMECOURT VIDE ORDER DATED 09.10.2023 IN THE MATTER OF CIVIL APPEAL NO. 10856 OF 2016 TITLED "BHUPINDER SINGH VERSUS UNITECH LIMITED"

1. The Brief Note for the hearing on 09.10.2023 submitted by the current management/ Board of Unitech, makes following observations/ suggestions/ proposal in the case of an eventuality wherein the Refund Seekers, who have Decrees in their favour for "Refund along with Interest", and who have received a marginal part of the Principal amount (under the orders of the Hon'ble SC), now seek to change the option to "Possession":
 - (i) The Home-buyers, who had earlier opted for Refund, but are now desirous to change their options to Possession, may do so, as a one-time last measure, by sending their details to the designated email of the Company within a period of 8 weeks;
 - (ii) These Home-buyers who wish to change their options from Refund to Possession, and had received partial refunds earlier, should be allowed, as a final opportunity, to change their options on similar terms and conditions, as directed by this Hon'ble Court vide Order dated 20.01.2020 in case of Vistas Project, i.e. deposit back the refunded amount alongwith interest @ 9% p.a. from the date of refund till the date of deposit within a period of 4 weeks, in the account of the Company.
 - (iii) The issue of levy of Interest on partially refunded amount in case of change of option to Possession, was deliberated by the Board of Directors in its meeting held on 27.03.2023 and observed that if interest is not charged then it would amount to discrimination qua thousands of other Home-buyers who did not get refunds whereas these persons have enjoyed the refunded money for a certain period. Stage of Completion of Project has no relevance as the instalments had earlier been paid by Home-buyers linked with the progress of construction. Reliance on Resolution Framework for not charging interest is misplaced, since the RF deals with interest on the outstanding dues of Home-buyers and not the present situation.
2. It is also noteworthy to note that the Management/ Board of Unitech has been taking contradictory stands in respect to the Home-buyers/ Refund Seekers. The original Resolution Framework comprise primarily of the following suggestions/ proposal to deal with the claims of the Home-buyers seeking Refunds:

- (i) The Home-buyers seeking Refunds who have Decrees in their favour should be directed to accept delivery of Current Allotment;
 - (ii) The Home-Buyers who have already been provided with part refund of their principal amounts (including pursuant to any decree or other order issued by the Hon'ble Court or any other Authority) would be required to return the amounts refunded to them within 60 days of the Approval Date and take possession of the Unit offered to them by the Company under the terms of the Framework;
 - (iii) In the eventuality, the Home-buyers seeking Refunds do not return the amounts already refunded to them within 60 days, then they would be deemed to have forgone their allotment and the Unitech Group would be entitled to include their Units for further Sale and other dealings free of any encumbrance.
 - (iv) Such Home-buyers shall be refunded their remaining part of only the Principal amount paid by them or any other amounts as ordered to be payable by the Unitech Group to them in relation to and pursuant to the allotment made to them, from the Final Surplus that shall be available to it, after the construction and delivery of all the Homes and after meeting the requirements of the claims of Workmen and employee dues, FD holders, Operational Creditors, Vendors, statutory dues, Secured creditors etc., that too on a pro rata basis along with the remaining Creditors.
 - (v) No compensation including interest, delay, penalties or damages shall be payable to the Home-buyers including under any Decree or Award or orders and any liabilities under all such Decree or awards should be extinguished.
3. It is submitted that many Home-buyers including the Objectors herein had filed objections against the aforesaid Proposal relating to them in the original Resolution Framework, which are yet to be heard by the Hon'ble SC. But what is most pertinent to note is that in the original Resolution Framework, there was no condition of any amount of Interest to be paid by the Home-buyers, and the Management has very conveniently added this penalty clause in the Brief Note, now presented to the Hon'ble SC.
 4. Subsequently, on receiving these objections against the Resolution Framework, the Board softened its stand on the Refund Seekers and therefore the Management filed a Convenience Note for hearing on 17.08.2021 before the Hon'ble SC wherein, so far as the Refund Seekers were concerned, an alternative proposal was suggested in case of Home-buyers who wish to continue to exercise "Refund" option. This option was that the amount of Refund shall be restricted to the Principal amount paid and that for facilitating

- refund, such Home-buyers may be give the time-bound option wherein the management can sell their Units, upon the completion, on priority along with the sale of other unsold inventory and refund the amount deposited by them without any interest on realization of the sale proceeds.
5. Thus, it has become imperative that before taking any decision on the Refund of the sums to the Unitech, the Hon'ble SC should first settle the issue of these Refund Seekers who have obtained Decrees from various Courts/ Forums as to how these Decrees shall be executed. Thus, a clarity needs to be drawn on how the claims of these Decree Holders would be settled in this entire scheme of the Resolution Framework.
 6. In fact, in the Brief Note itself, the New Board, appointed by this Hon'ble Court, has admitted that numerous issues are pending before the Hon'ble Supreme Court, including the claims by Home-buyers for Refund and Interest.
 7. Without prejudice to the aforesaid, the Objectors herein are raising following additional Objections to the New Proposal of the Unitech Board given in the Brief Note, as mentioned hereinabove, with respect to the Refund Seekers who have Decrees in their favour for "Refund along with Interest", and who have received a marginal part of the Principal amount (under the orders of the Hon'ble SC), and who now seek to change the option to "Possession":
 - (i) That the refunded amount would carry interest in case the Home-buyer opts for "Possession" later on, was never the condition of refunds received by these Home-Buyers under the orders of the Hon'ble SC. The Hon'ble SC was merely executing the Decrees of the various Courts/ Forums and the Home-Buyers having Decrees had faith in the SC that their Decrees will be fully satisfied. These Home-buyers, after much perseverance (in some cases more than 10 years) and after spending huge time and money on litigation were able to procure Decrees of Refund in their favour. These Home-buyers were constrained to approach the justice system and go in for Refunds, considering that their Projects had come to a total halt owing to acts of omission and commission on the part of the erstwhile Board. Most of these cases pertain to Home-buyers who had paid 95% of the total consideration for their Unit. After spending lacs of rupees on litigation, only a paltry sum (13% of Principal amount in most cases) was received under the orders of this Hon'ble Court in part satisfaction of the Decrees. Therefore, charging of interest on the refunded sums would be a double whammy for these Home-buyers.
 - (ii) It is also very strange that those Home-buyers (opting for "Possession") who were just sitting on the fence, watching silently all the proceedings going on before this Hon'ble Court, who failed to act diligently or to exercise their legal rights, are being favoured by the Board as no interest is being charged from them under the Revised / Updated Payment Plan.

Thus, the observation of the Board that if interest is not charged then it would amount to discrimination qua thousands of other Home-buyers who did not get refunds whereas these persons have enjoyed the refunded money for a certain period ignores this very important aspect that moneys were refunded to them under a legal, valid and binding Decree which was passed by the Judicial Courts/Forums and these Home-buyers cannot now be penalized by charging interest on the sums, which they would be required to refund in case of change of option to "Possession".

- (iii) The comparison which the Board draws to the order dated 20.01.2020 in case of Vistas Project, to seek a similar direction for the other home-buyers, is totally misconceived. It is first of all submitted that the order does not decide as a principle of law that in all cases of refund where the Home-buyers decide to opt for "Possession", the refunded sums shall have to be deposited with the interest of 9%. Hence the said order is not binding on the other Home-buyers. Further, in case of Project Vistas, 514 flats were ready for possession under the Dhingra Committee and therefore the Home-buyers who had sought Refund agreed to take possession of these flats by payment of 9% interest on the amount already refunded to them in July, 2018. The order dated 20.01.2020 being a consent order, the same cannot be applied to the present Home-buyers, in a situation where the Home-buyers who have received some paltry refunds would be taking the risk to refund the same without any positive assurance of delivery of their Units by the current management.
- (iv) It is also pertinent to state here that not all the Home-buyers seeking "Possession" are limited to those who have paid 95% of the consideration amount but there is a category which have paid only a part of the total consideration amount (for instance: Home-buyers of Burgundy Project in Noida have paid merely 15%-50% of the total consideration amount). Many such Home-buyerseven defaulted in the payment of the demanded instalments by erstwhile management. The new Board has itself proposed in the Resolution Framework that no interest shall be charged from the Home-buyers on delayed payments/ balance receivables upto the dates on which payment shall fall due as per the Revised Payment Plan. Thus, if no interest is being charged even on delayed payments, there is no question of charging any interest on the refunded sums.
- (v) Further, the category of Home- buyers seeking Possession, as mentioned in the preceding paragraph, would be getting the benefit of the Resolution Framework despite the fact that they were not been deprived of their money for all these years. They would be getting new Units which are of much Higher Value at the same rates which were prevalent more than 10 years ago and without having to pay any Interest. It is

stated that there can be no discrimination amongst those who are not similarly placed. Thus, to state that reliance on Resolution Framework for not charging interest is misplaced is a misconceived statement given by the current Board of Unitech without looking into the reality of facts.

- (vi) Further, consider the case of a Home-buyer (opting for "Refund") who has been refunded 13% of the Principal sum under the orders of the Hon'ble SC. The fact is that even as of date, almost 82% of the consideration amount of such Home-buyer stands invested in the Project. As per the Board's own Revised / Updated Payment Plan in respect of balance receivables from the Home-buyers, considering the length of time which a Project shall take to complete, the other Home-buyers (who have opted for "Possession") would be required to pay the outstanding sums due in a number of instalments. If no interest is being charged on the instalments from these other Home-buyers seeking Possession, the charging of interest on the amounts now to be refunded by the Home-buyers seeking Refunds shall amount to a total discrimination of these buyers.
- (vii) Further, the Home-buyers seeking Refunds cannot also be directed to deposit back the refunded amount within a period of 8 weeks, in the account of the Company. The logic is simply clear. The benefit of Revised / Updated Payment Plan cannot be merely given to the Home-buyers who have sought for "Possession". The same parity needs to be accorded to even the Home-buyers seeking "Refund". Consequently, the refunded amounts should be paid only at the time when the instalment of the same became due as per the Revised / Updated Payment Plan. For instance, take the case of the Refund Seeker who has already paid 82% of the consideration amount to Unitech (after receiving 13% of the Principal sums) and whose Project, as per the Completion Period given by the Board, is to complete in 24 months. As per the Revised / Updated Payment Plan, such Home-buyer was bound to deposit the consideration amount to the extent of 95% in seven (7) instalments (5 instalments of 15%, 2 instalments of 10%) while 5% shall be paid at the time of Possession. As per the Updated Payment Plan, he has already paid in full (75%) the first 5 instalments and in part (7%) the 6th instalment. Thus, the balance sum equivalent to 3% (part of refunded amount) should be allowed to be paid by him only at the time when the demand for 6th instalment is made and the rest of the refunded sum which is equivalent to 10% of the consideration amount (balance refunded sum) should be allowed to be paid at the time when the demand for 7th instalment is made by the Board. Thus, to state that the Stage of Completion of Project has no relevance as the instalments had earlier been paid by homebuyers linked with the progress of construction ignores the fundamental fact that despite the payment of instalments as per the construction linked plan, the Home-buyers seeking Refunds did

not get any benefit of such construction and further that not all the Home-buyers paid under such a plan.

New Delhi
Dated . 18-10-2023

Vibha Mahajan
VIBHA MAHAJAN SETH
(ADVOCATE)

ANNEXURE A-18

To,

AOR,

Advocate Ms. Anubha Agrawal Supreme Court of India New Delhi

Reference: Objection to Brief Note {Page No 20, Point No. 21(f) and 21(g)} of Unitech Ltd dated 9 Oct 2023 presented in Honorable Supreme Court of India and Public notice dated Oct 10,2023

Respected Madam

As per the requirement of the above, kindly refer below our submission /objections to Unitech's Note placed before the Hon'ble Supreme Court during the hearing on 9th Oct, 2023

We are flat allottees of the stalled project of Unitech namely Unitech Exquisite, Nirvana Country -2, Gurugram . We like most of the allottees in the said project had paid substantial sum of money about 95% of the cost of the flat and were awaiting possession of the said flat when the construction was suddenly stopped by Unitech.

We learnt subsequently from media reports that the construction was stalled as the management of Unitech Limited had siphoned off the funds and Unitech had no intention to complete the construction of the said flats.

We were left in hopeless position devoid of any hope for us to see the flats completed by Unitech Limited.

Our investment in the flat had gone waste and we had no other option but to seek the refund of the principle amount along with interest and compensation paid by us towards the cost of the flat through the intervention of NCDRC.

NCDRC passed refund order in our favour and some of us were refunded paltry amount of about 13% of the entire principle paid to Unitech against the allotment of the said flat. Some other refund seeker were lucky enough to get more due amount of refund to the intervention of the Hon'ble Supreme Court and others are still struggling in desperation.

Kindly note the following facts and situation of the refund seeker in the above said project:

1. We were refunded paltry amount of about 13 % of the sum due to us as REFUND of the principle amount paid by us towards the allotment of the said flat. The refund was issued under the order of NCDRC.
2. The said transaction of refund from Unitech to us was on account of refund of the principal paid by us pursuant to an order of the Court as per the applicable law and was not intended as a loan to us Unitech.
3. There are many customers of Unitech who had sought refund from Unitech vide NCDRC order and were release some amount. Out of these some of them are still opting for refund over possession (the Refund Seekers) .

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4. The Refund Seeker have legitimate Court orders issued by the NCDRC in their favour pursuant to the applicable law.
5. The Refund Seeker have executed Builder Buyer Agreement with Unitech and which is binding on Unitech and the Refund Seekers have their rights to seek the refund and their transaction of refund is as per the applicable Court's order.
6. It is also to be noted that the inflation has already eaten the value of refund money which the refund seekers are entitled. They are already in loss of money due to delay in the payment of refund by Unitech.
7. Instead of working with the noble intention of taking care of requirement of refund seekers the management is creating a mischief to distract the Court's attention to delay the amount of refund and suggesting such proposals which are detrimental to legal rights of the refund seekers and trying to gain advantage from the hopeless position of the refund seekers.
8. The present situation of the Refund Seeker with respect to their claims of refund is very fluid and uncertain despite the Court order and the Refund Seekers are still uncertain on the various issues relating to their claims of refund such as:
 - i) Whether Refund Seekers will get the refund from Unitech?
 - ii) When will the Refund Seeker get refund from Unitech , if they get it?
 - iii) Whether the Refund Seeker will be given interest , compensation, penalty for the delayed period as per the Builder Buyer Agreement /NCDRC order?
 - iv) The Refund Seeker are also clueless as to whether they will be able to receive further money due entitled to them or not.
 - v) Whether it is beneficial for the Refund Seeker to seek possession over refund to recover their lost money due to uncertainty on various issues pertain to refund?
 - vi) What is the status of the decrees /orders of various courts held by Refund Seekers? Will such order be valid and enforced and honoured by Unitech?
 - vii) Will the proposed resolution plan bring further miseries to such Refund Seeker if they maintain their status quo as opting for refund ?
 - viii) In the absence of any clarity as on the date of the status of refund, amount of refund, time of refund, number of years may elapse before the amount is refunded by Unitech, Whether the amount will be refunded or not etc. The whole situation appears dismal to the Refund Seeker as of today.
 - ix) In the absence of any clarity as mentioned above to such Refund Seeker, the Refund Seekers may be forced out of compulsion to opt for possession over refund rather than exercising informed call or make a reasonably prudent choice to opt for possession over refund.
 - x) Unless the Refund Seeker is given clarity and assurance by the Hon'ble Supreme Court that the claims of refund seekers and other matters incidental to and related the refund claims will be sorted out/honored by Unitech timely in protection of their legal rights to get refund amount .The Refund Seeker will remain in dilemma, uncertain on making a prudent choice of whether to opt for refund or possession and if this uncertainty continues to prevail then they will not be able to make a prudent choice of their plan of action of refund or possession.
 - xi) As of today the only remedy /option available for the Refund Seeker to bail himself /herself/themselves out of the hopeless situation they are in, with respect of their

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status as the Refund Seeker, is to -protect their capital by opting for possession over refund unless the clarity emerge on matter relating to refund to such Refund Seeker by the order of the Hon'ble Supreme Court .

- xii) Such Refund Seekers dilemma shall continue to prevail as the uncertainty continue to prevail on various issues relating to refund as discussed above.

9. We request that

- i) The Hon'ble Supreme Court should give necessary clarity without delay to the Refund Seekers / allottees who have exercised refund option on all such matters as relevant /relating to the amount they are entitle to as refund including amount of refund, interest due, compensation, time of refund etc so that they are able to exercise prudent choice based on the clarity of the situation and be able to exercise the choice of the refund or possession rather than forced to accept any choice of possession over refund out of compulsion or opt for possession out of fear of losing money.
- ii) The refund seeker should not be bound in any manner which diminish / adversely affect their legal rights to seek refund of principle amount, interest and compensation.
- iii) Those refund seekers who have legal orders to refund and are seeking refund under NCDRC orders should also get the benefit of law being served in their interest .
- iv) That the NCDRC orders of refund seekers opting for refund be honoured without delay in the true spirit of imparting justice to refund seekers more so when other categories of refund seekers have got their claims of refund of their money discharged by citing medical reports, age proofs etc
- v) In case they still opt for possession over refund out of fear of losing money or any other reason no limitation whatsoever be imposed on their choice and they should not be penalised by charging interest on any amount whatsoever on such change of option from refund to possession or in any other manner whatsoever .
- vi) We request that clause 21(f) and clause 21(g) be deleted completely as it amount to injustice to the refund seekers as aforesaid.
- vii) We also request that no content of the aforesaid brief note be approved by the Hon'ble Supreme Court as may be detrimental to the interest of the refund seeker.

We object to the Clause 21 (f) and 21(g) and request the Hon'ble Supreme Court to delete / reject it completely as it is prejudicial to the interests of the Refund Seekers and unjust in its application and doesn't serve the justice in any manner.

Thanks

Signature:

Name: Ajay Sardana

Signature:

Name -Daman Sardana

Flat no : O1-0802 , Project : Unitech Exquisite, Nirvana Country-2, Gurugram

ITEM NO.301

COURT NO.7

SECTION XVII-A

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Civil Appeal No(s).10856/2016

BHUPINDER SINGH

Appellant(s)

VERSUS

UNITECH LTD.

Respondent(s)

IA No. 163215/2019 - APPROPRIATE ORDERS/DIRECTIONS
 IA No. 126833/2019 - APPROPRIATE ORDERS/DIRECTIONS
 IA No. 179388/2019 - APPROPRIATE ORDERS/DIRECTIONS
 IA No. 118418/2019 - APPROPRIATE ORDERS/DIRECTIONS
 IA No. 131930/2019 - APPROPRIATE ORDERS/DIRECTIONS
 IA No. 167501/2019 - APPROPRIATE ORDERS/DIRECTIONS
 IA No. 127532/2019 - CLARIFICATION/DIRECTION
 IA No. 143332/2019 - CLARIFICATION/DIRECTION
 IA No. 168590/2019 - CLARIFICATION/DIRECTION
 IA No. 117566/2019 - INTERVENTION APPLICATION
 IA No. 127529/2019 - INTERVENTION APPLICATION
 IA No. 116589/2019 - INTERVENTION APPLICATION
 IA No. 116576/2019 - INTERVENTION APPLICATION
 IA No. 122309/2019 - INTERVENTION APPLICATION
 IA No. 142769/2019 - INTERVENTION APPLICATION
 IA No. 118517/2019 - INTERVENTION APPLICATION
 IA No. 134346/2019 - INTERVENTION APPLICATION
 IA No. 118412/2019 - INTERVENTION APPLICATION
 IA No. 117154/2019 - INTERVENTION/IMPLEADMENT
 IA No. 153933/2019 - INTERVENTION/IMPLEADMENT
 IA No. 126831/2019 - INTERVENTION/IMPLEADMENT
 IA No. 143330/2019 - INTERVENTION/IMPLEADMENT
 IA No. 168586/2019 - INTERVENTION/IMPLEADMENT
 IA No. 131928/2019 - INTERVENTION/IMPLEADMENT)

WITH

SLP(C) No. 9572/2007 (XI)

(IA No. 162939/2019 - APPROPRIATE ORDERS/DIRECTIONS

IA No. 35051/2019 - CLARIFICATION/DIRECTION

IA No. 12/2013 - EXEMPTION FROM FILING O.T.

IA No. 118081/2019 - INTERVENTION APPLICATION

IA No. 11/2013 - PERMISSION TO FILE ANNEXURES

IA No. 10/2013 - PERMISSION TO FILE ANNEXURES

IA No. 9/2011 - PERMISSION TO FILE ANNEXURES

IA No. 13/2016 - PERMISSION TO FILE ANNEXURES)

C.A. No. 11108/2016 (XVII-A)

IA No. 2/2016 - APP FOR PERMISSION TO FILE ADDITIONAL DOCUMENTS

SLP(C) No. 30270/2018 (XVII-A)

Diary No(s). 40477/2018 (XVII-A)

IA No. 168356/2018 - APPROPRIATE ORDERS/DIRECTIONS

IA No. 168354/2018 - CONDONATION OF DELAY IN FILING

IA No. 168355/2018 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT)

W.P.(C) No. 51/2019 (X)

IA No. 8597/2019 - CLARIFICATION/DIRECTION)

Diary No(s). 1380/2019 (XVII-A)

IA No. 14639/2019 - CONDONATION OF DELAY IN FILING

IA No. 14640/2019 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT)

Diary No(s). 4454/2019 (XVII-A)

IA No. 30656/2019 - CONDONATION OF DELAY IN FILING

IA No. 30657/2019 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT)

C.A. No. 3236/2019 (XVII-A)

C.A. No. 3269/2019 (XVII-A)

IA No. 51514/2019 - APPROPRIATE ORDERS/DIRECTIONS)

C.A. No. 3935/2019 (XVII-A)

(FOR ADMISSION and IA No.63737/2019-CLARIFICATION/DIRECTION)

Diary No(s). 13860/2019 (XVII-A)

IA No. 68265/2019 - APPROPRIATE ORDERS/DIRECTIONS

IA No. 68264/2019 - CONDONATION OF DELAY IN FILING APPEAL)

Diary No(s). 13969/2019 (XVII-A)

(FOR ADMISSION and I.R. and IA No.71090/2019-CONDONATION OF DELAY IN FILING)

C.A. No. 5177/2019 (XVII-A)

C.A. No. 5190/2019 (XVII-A)

(FOR ADMISSION)

C.A. No. 5912/2019 (XVII-A)

(FOR ADMISSION)

Date : 20-01-2020 These matters were called on for hearing today.

Home buyers of the project 'Vistas'

Home buyers of the project 'Vistas' in Sector 17, Gurgaon, who seek to convert their options from refund to possession are permitted to do so. In order to facilitate this, the home buyers shall register their options for seeking possession instead of refund with the *amicus curiae*. However, the home buyers shall be informed that those among them who seek to alter their option to seek possession will be required to deposit in this court the monies which are payable against the offer of possession. These home buyers will be required to pay the balance payable on account of their allotted units at the time when the offer of possession is made. Those among the home buyers who have already received refunds but now seek possession shall be required to deposit the refunds in the Registry of this Court, together with interest at 9% per annum payable with effect from the date of disbursement until the date of deposit in the Registry of this Court. The *amicus curiae* shall prepare a list of such home buyers and share it with the Registry to facilitate the process.

Ex-employees

The *amicus curiae* states that pursuant to the web portal being opened to receive fresh claims of the employees, 257 employees have registered their claims.