

Dated: 01.09.2018

National Stock Exchange of India Limited [NSE] Listing Compliance 'Exchange Plaza', Bandra-Kurla Complex, Bandra (East), Mumbai – 400 051	BSE Limited Corporate Relations Department P. J. Towers, Dalal Street, Fort, Mumbai-400
Scrip Code : UNITECH	Scrip Code : 507878

Sub. : Clarification / Confirmation on Media Report

Dear Sir(s),

With reference to the Media Reports/ News item appeared titled "Unitech to refund Noida homebuyer Rs 58 lakh", we wish to state that the Order of the Hon'ble National Consumer Disputes Redressal Commission dated 29th August, 2018 is attached herewith which is self explanatory.

This is for your information, record and compliance under applicable Clauses of the Listing Regulations.

Thanking you,

Truly yours
For **Unitech Limited**



Rishi Dev
Company Secretary



Encl : Copy of NCDRC Order dated 29.08.2018

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
NEW DELHI**

CONSUMER CASE NO. 2602 OF 2017

1. SHAKTI KUMAR MATTA & ANR.Complainant(s)

Versus

1. M/S. UNITECH LTD. & 3 ORS.

Unitech Signature Towers, level-1, South City-1 NH-8,
Gurgaon-122001

Haryana

2. M/s Unitech Limited Sh. Ramesh Chandra

Chairman,Phase-7, Sector 18

Noida-201301

UTTAR PARADESH

3. m.s Unitech Limited

Managing Director Sh. Ajay Chandra Phase-7, Sector-18

noida-201301

UTTAR PARADESH

4. M/s Unitech Limited Sh. Ramesh Chandra

Managing Director, Sh. Sanjay Chandra, Phase-7, Sector
18

Noida-201301

UTTAR PARADESH

.....Opp.Party(s)

BEFORE:

HON'BLE MRS. JUSTICE DEEPA SHARMA,PRESIDING MEMBER

For the Complainant : Mr Rajiv Bhasin, Advocate

For the Opp.Party : Mr Babanjeet Singh Mew, Advocate

Dated : 29 Aug 2018

ORDER

JUSTICE MS DEEPA SHARMA, PRESIDING MEMBER

1. The brief facts relevant for the disposal of the present consumer complaint are that the complainant who are presently residing at USA had booked a flat in the project namely 'UNITECH HABITAT' located at Plot no. 9, Sector Pi – II (Alistonia Estate), Greater Noida, District Gautam Budh Nagar, Uttar Pradesh. The complainants submitted form no. 60 and paid a sum of Rs.5,82,948/- by way of cheque on 18.07.2006 and signed the agreement and application in respect of apartment no. 1104, Floor 11, HBTN, Tower 8, Unitech Habitat, Plot no. 9, Sector Pi II, Greater Noida, Gautam Budh Nagar, Uttar Pradesh. As per the agreement, the complainants

started paying the amounts as per the payment plan and demands raised by the opposite parties from time to time. The opposite parties issued the allotment letter to the complainants as per the application/ agreement on 30th August 2006. Complainants paid Rs.58,41,623/- and receipts were issued for these payments. Further, the opposite parties issued the confirmation of allotment letter no.20490 on 07.11.2006 allotting the customer code to the complainants. It was also stated by the opposite parties that the possession of the flat would be handed over to the complainants within 36 months, i.e., by 7th November 2009. The total sale consideration of the flat was Rs.61,26,771/- whereas the said amount was increased to Rs.65,11,323/- Out of the said amount, the complainants had paid Rs.52,72,349/- plus interest and in all a sum of Rs.58,41,623/- stands paid as on 1st March 2009 and the balance was to be paid at the time of handing over the possession of the said apartment. Complainants have alleged that more than 120 months have elapsed the opposite parties have not handed over the possession of the agreed flat to the complainants.

2. The opposite party has failed to meet the commitment and failed to provide the service, hence, a legal notice dated 15.09.2015 was duly sent to the opposite party but of no consequence. Finding no other way out, the complainant filed the present consumer complaint. In the complaint the complainant has prayed for refund of Rs.58,41,623/- along with interest @ 18% per annum from the date of institution of the present complaint till realisation of the said amount.

3. The opposite party was duly served of the complaint. However, despite service of notice upon them, no written statement was filed. The complainants led evidence by filing affidavit evidence.

4. I have heard the arguments of the learned counsel for the parties. During the course of the argument, learned counsel for the complainants states that he confines to his argument only to the directions which has been issued by this Commission in *Consumer Case no. 1141 of 2017 – Indar Dhawan and Anr. vs M/s Unitech Limited (Habitat) decided on 17th April 2018* and prays for no other relief.

5. The complainant by way of an un-contradicted testimony has proved that the opposite party has entered into an agreement with the complainants and was supposed to hand over the apartment to the complainant within 36 months but despite the expiry of the said period the possession of the apartment was not handed over to the complainants. They have also stated that they have paid a total sum of Rs.58,41,623/- to the opposite party towards the cost of the apartment on various dates.

6. Since the complainant has clearly stated that the opposite party has failed to hand over the apartment within the stipulated period, the opposite party has committed deficiency in service, and therefore, I allow the complaint.

7. In view of the earlier stand of this Commission in *Consumer Case no. 1141 of 2017 – Indar Dhawan and Anr. vs M/s Unitech Limited (Habitat) decided on 17th April 2018*, I allow the present consumer complaint with the following directions:

1. The opposite party shall refund the entire amount of Rs.58,41,623 /- to the complainant within six weeks from today along with compensation of simple interest @ 10% per annum from the date of payment till the realisation of the amount.

2. The opposite party shall pay a sum of Rs.10,000/- as cost of litigation to the complainant.
8. With these directions the present consumer complaint stands disposed of.

.....J
DEEPA SHARMA
PRESIDING MEMBER