

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

IN THE MATTER OF:

BHUPINDER SINGH

..... PETITIONERS

VERSUS

UNITECH LIMITED

... RESPONDENTS

APPLICATIONS RECEIVED UPTO 15.01.2025

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
A	Change from Refund to Possession					
<i>Note: IAs mentioned in Sr. A1-A3, A5-A9, A-11, A14-A20 and A22 have been disposed by the Hon'ble Supreme Court vide its Order dated 04.12.2024.</i>						
A4.	30.11.2022	186754 of 2022 186764 of 2022 186776 of 2022	In Person	Rakesh Prakash & Anr.	Change to possession, though already considered for refund on grounds of Medical Exigencies.	Since the concerned customer has already availed of full refund on grounds of Medical Exigencies in terms of approval and directions of the Hon'ble Supreme Court and has given his consent to the effect that after payment of his balance principal amount, he shall have no claim over the said property. The Unit has vested in Unitech as part of its unsold inventory and the same cannot be restored.
A10.	15.12.2023	262717 of 2023	Kaushik Chaudhary	Brajesh Kumar Jain	Change to possession - Plot No. 28, Sector 107, Uniworld City Mohali.	The allotment of the Unit stands cancelled by the erstwhile management. The petitioner was allotted the said Plot on 01.08.2008 for a consideration of Rs. 71,58,060/- He deposited an

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						amount of Rs. 18,83,700/- against the demand raised for an amount Rs. 62,76,210 as per the Builder-Buyer Agreement. Thereafter, the Allotment was cancelled, an amount of Rs. 12,58,700/- was forfeited on 30.11.2010 and the balance amount of Rs. 6,25,000/- was refunded to him on 26.11.2010 by the erstwhile management in terms of the provisions of Builder-Buyer Agreement. As such, there is no opportunity now to change his option.
A12.	27.02.2024	54703 of 2024	Navneet R	Anil Raj & Anr.	<p>(i) Allottee of Plot No. 14, Block A, Aspen Greens, Uniworld City Mohali.</p> <p>(ii) Seeking directions to register in the portal to refund the amount that has been received and take possession.</p>	<p>(i) A Tripartite Agreement was executed between HDFC, Sector-8C, Madhya Marg, Chandigarh, Lt. Col. Anil Raj and Unitech on dated 14/02/2012 and the HDFC Bank sanctioned a loan in his favour. A lien was created vide Unitech letter dated 14/02/2012. The petitioner filed Consumer Complaint No. 346 of 2013 in the NCDRC, which was decided in his favour with a direction to pay back the money deposited by him along with an interest @ 10% from the date of each deposit till the actual payment within six weeks from the date of order dated 02-05-2016.</p> <p>(ii) The sale consideration for the said Plot measuring 1318.09 sq yards was Rs. 3,33,60,660/- The petitioner had deposited an amount of Rs. 2,79,96,631/- towards the consideration of the said plot. An amount of Rs. 2,60,00,000/- has been refunded to him through 13 cheques issued between 12.01.2016 to 17.11.2017.</p>

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						<p>(iii) ICICI Bank vide their mail dated 28/03/2022 informed that Lt. Col. Anil Raj had availed a loan facility from ICICI bank in June 2014 vide loan account no. LBPNC00002103839 against the mortgaged property "Plot No. 0014, Block-A, Aspen Greens, Sector-106, Uniworld City Mohali." This was a balance transfer account from HDFC Bank. Unitech Limited came to know about the transfer of loan account from HDFC to ICICI bank through this mail only. The ICICI Bank has not taken any consent from the Unitech Limited.</p> <p>(iv) Lt. Col. Anil Raj has also filed an Execution Application No. 64/2016 against Unitech Limited and ICICI Bank, which is pending before the NCDRC. The NCDRC vide its order dated 04/05/2023 has directed the complainant/ decree holder to clear the outstanding loan amount to ICICI Bank, within six weeks from the date of judgment failing which ICICI Bank will be at liberty to take appropriate legal action.</p> <p>(v) One party came some time back and met the senior management stating that Col. Raj had sold this plot to them and also taken an advance of Rs. 1.50 Crore. However, they did not give anything in writing.</p>
A13.	22.11.2023	172293 of 2022 172303, 172305	Naresh Kumar	Naresh Kumar Khatreja	Homebuyer of Plot No. C 81, Sector 107, Uniworld	The Petitioner has already been refunded the full principal amount as approved by the Hon'ble Supreme

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		of 2022 177664 of 2022 241957 of 2023	Khatreja (Party in-person)		City Mohali, seeking change of option and refund the partially received amount.	Court on grounds of Medical Exigencies. The customer, vide his consent dated 01.03.2023, had also certified that after payment of his balance principal dues, he shall not have claim over the said property. As such, the said plot forms a part of the unsold inventory of Unitech in terms of orders dated 13.10.2022 of the Hon'ble Supreme Court.
A21.	28.11.2024	9397 of 2024 243041 of 2024	Rachana Joshi Issar	Navneet Sandhu Singh and Sarabjeet Singh	Homebuyer of Flat No. 002, Tower 2, Verve, Greater Noida. Seeking change of option from refund to possession along with refund of partially received amount refundable with interest. The prayer in IA No. 243041 is for refund on grounds of Medical Exigencies.	The Intervention Application along with the requisite documents have been forwarded to Justice Sapre for his recommendations.
A23.	08.12.2024	261396 of 2024	Saurbh Jain	Kamal Kumar Agarwal	Allottee of Unit No. 1101, Tower-1, Habitat, Greater Noida, having Customer Code HB-0942. Seeking change of option from refund to possession	The allottee has refunded the amount of Rs. 9.60 Lacs along with interest on 14.09.2024. Accordingly, the Requisite change of option for Possession has been duly registered in the portal.

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					along with refund of partially received amount refundable with interest.	
A24.	09.12.2024	____ of 2024	Viresh B. Saharya	Surhid Bhandari	Allottee of Unit No. 202, Tower-C1, Residences, Noida. Seeking change of option from refund to possession.	Requisite change of option has been duly registered in the portal.
A25.	11.12.2024	68885 of 2018		Varinder Abrol	Customer Code HBTN0839. Seeking change of option from refund to possession.	Requisite change of option has been duly registered in the portal.
A26.	29.12.2024	236064 of 2024	Prerna Mehta	Amit Tyagi	Allottee of Flat No. 1901, Amber, UGCC, Noida (Customer Code UG0094). Seeking change of option from refund to possession.	Requisite change of option has been duly registered in the portal.
B	Applicants Seeking Possession					
B1.	09.02.2023	196012 of 2022 196020 of 2022 196027 of 2022	Rameshwar Prasad Goyal	(i) Shree Garg Properties (ii) Sanjay Garg (iii) Anupama Garg	Include the name of the applicants in the list of allottees	(i) There are 43 such claimants who claim to have allotments in their favour but their names are not found in the Customer Database maintained by the Company. The matter was discussed in the Board meeting. (ii) These allotments have allegedly been made by the

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						<p>then Managing Director, Sh. Ajay Chandra and appear to have been made in lieu of settlement of some financial transactions. In 05 out of 43 claimants, the payments are declared to have been made in Cash as per the information migrated from the Amicus' Portal and in one other case, part of the payment is claimed to have been made in Cash as per information uploaded by them on the Amicus' Portal.</p> <p>(iii) After detailed deliberations, the Board unanimously resolved that these cases cannot be treated as bona-fide allotments. The Board was of the view that these claimants are not bona-fide allottees, and only unsecured creditors.</p> <p>(iv) Management has filed IA No. 192118-192119 of 2023 regarding claimed allotment of 43 plots in Willows, UGCC Noida which includes these 03 applicant petitioners also, and which would need to be heard and decided separately on merits.</p> <p>(v) The Management subsequently received an email from M/s Garrison Tools Pvt Ltd claiming allotment of 5 Plots in The Willows, UGCC, Noida. Response to this has also been filed before the Hon'ble Supreme Court in this case as well. These IAs would need to be decided separately on merits. IA No.198813 of 2024 (D); IA No.198814 of 2024 (I).</p> <p>(vi) Applicants are not entitled to any plot.</p>

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B2.	07.02.2023	161365 of 2022	Avantika Manohar	(i) Buddha Promoters Pvt. Ltd. (ii) Tathagat Promoters Pvt. Ltd.	Possession in Willows at Grande, Sector 97 NOIDA	The allotments in these cases already stood cancelled on 06.11.2012 and 16.11.2012 along with forfeiture of the amount as per the Builder-Buyer Agreement. No steps were taken by the allottees against such cancellation, which became final. No fresh allotment can be made now after 13-14 years. The application is devoid of any merits.
B3.	10.10.2022	157236 of 2022 in SLP (CrI) 5989-5979 of 2017	D. Abhinav Rao	Rakesh Kumar Mittal	Shift the Golf facing plot from existing 8 th street to golf facing plots as per modified layout plan in Willows Noida.	(i) Management has submitted Revised Layout Plan to Noida. Applicant has not paid any 'Preferred Location Charges' for the plot and the terms and conditions of the allotment clearly stipulate that the Developer shall have the right to amend the layout for the betterment of the project. (ii) Applicant had also applied for refund under Medical Exigency but Justice (Retd.) A. M. Sapre did not find any merit in his request. (iii) The location of allotted plot cannot be changed as per individual choice.
B4.	11.07.2019	100828 of 2019	Divyesh Pratap Singh	Fortune Tours and Expo	Handover possession of plot no. 0147, Block A, Sector 33 & 48, Gurgaon	Management has filed Reply to the said IA, which may need to be decided separately on merits.
B5.	08.02.2023 10.01.2025	28819/2023 & 28791/2023 139930 of 2024	Rohini Prasad	Ranjan Bakshi	Adjust excess amount realized in 2009 against allotment of plot at 2009	(i) There are a total of 25 such customers in the "Amber Project", Noida who subsequently changed their preference from "International Specifications" to "Normal Specifications", as a result of which the

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					<p>prevalent rates.</p> <p><u>Objection rejoinder</u></p> <p>(i) It is respectfully submitted that like all other homebuyers the Applicant is also not praying for/claiming any interest/compensation for the delay in handing over possession of allotted flat.</p> <p>(ii) The prayer of the Applicant is in respect of the excess payment realized from the Applicant by Unitech Limited in 2007 and retained by it for the past about 19 years now. The Applicant most humbly prayed that he may be allotted a suitable plot of land at 2009 rates and he undertakes that if any extra payment is required to be made by him over and above the</p>	<p>payments already received became in excess of the due amount. The total overdue amount in these 25 cases is Rs. 7.26 Crore. The excess amount paid by applicant is Rs. 39.01 Lakh, which is proposed to be settled without any interest at the time of completion of the project and handing over the possession of the completed Flat. No additional plot can be allotted in lieu of excess payment received.</p> <p>(ii) Alternatively, his original allotment with "International Specifications" of the Flat based on which the booking was done and amount paid, can be restored at no additional cost.</p> <p>(iii) Request cannot be accepted.</p>

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					Rs. 43.44 Lacs excess payment realized and retained by Unitech shall be paid by him.	
B6.	16.12.2019	193610 of 2019	Raj Kishor Choudhary	Ashish Kohli	Seeking possession in Harmony Gurugram.	Occupation Certificate (OC) of the Project has been received on 01.10.2024. The residual works in the Flat has been completed. The residual works of the flat got delayed due to imposition of GRAP-3 and GRAP-4. The customer has already been intimated to complete the formalities and take the requisite possession.
B7.	24.08.2020	81090 of 2020	Sunil Kumar Verma	Veena Bhatia	Intervention by purchasers of Commercial Complex known as GIP Mall at Dehradun being developed by MNT Buildcon	Project is being undertaken and implemented by the Joint Venture Partner of Unitech Ltd. Unitech holds 50% share in the said JV. On the insistence of Unitech, construction has started but the same is being interrupted on account of other claimants of the very same project. Unitech also prays for directions from the Hon'ble Court for ensuring uninterrupted construction and delivery of units by utilization of monies for construction purposes only.
B8.	28.08.2023	174782 of 2023 174788 of 2023	Divya Roy	Himani Rawat	Give Possession in project developed by MNT Buildcon, Dehradun or refund amount with interest	-do-
B9.	20.01.2023	12214 of 2023	Rohit Kumar	Siddharth Saurav	Grant possession of Unit No. - 0104, Block A-1, Floor 01 in	The Petitioner has though requested for possession of his unit but he has not changed his option from 'Refund'

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			Singh		Unitech South Park in Sector 70 Gurugram, Haryana on payment of balance consideration amount.	<p>to 'Possession' and hence included in the list of Refund Seeking homebuyers. He can do the needful now in terms of the last and final opportunity given for the purpose vide Public Notice dated 18.11.2024 uploaded on the Company website by or before 31.12.2024.</p> <p>Pursuant to the approval of Hon'ble Supreme Court to award of Contracts in respect of Lot-3 Tenders vide its orders dated 26.04.2024, the contracts have been awarded for construction of "South Park" project and the works have commenced at the site. Status of the project and the planned completion schedule can be checked on the website of the Company from time to time.</p>
B10.	17.03.2023	59150 of 2023	Anindita Mitra	Aparajeeta Das	Unit No. 1801, Tower 5, Cascades, Uniworld City Kolkata. Wants to register on the portal for possession.	<p>The petitioner never registered herself on the Amicus' portal nor updated her Contact details with Unitech, which she has now done on 16.01.2024. She can register herself on the Portal now confirming her option for Possession in terms of the Public Notice dated 18.11.2024 by or before 31.12.2024.</p> <p>The Contracts have already been awarded and the construction works have been commenced at site after grant of EC and CTE on 16.02.2024. Work is already under progress. A total of 166 Flats are to be completed in this project and all works are planned to be completed by June 2025. The 10 Flats in Tower No. 5 are expected to be completed by 31st January 2025.</p>

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B11.	29.08.2023	175884 of 2023 175971 of 2023	Shantwanu Singh	Kiran Brar	Provide Status of construction in respect of Unitech Horizon, Greater Noida	<p>(i) The Contract has already been awarded to the successful bidder and construction work has commenced and is in progress.</p> <p>(ii) A total 223 units are to be completed in this project. As per the planned schedule of completion, these are expected to be completed by June 2025.</p> <p>(iii) Homebuyers can check the details of the construction activities and progress at their project site under the main tab "Project Status Updates", which are updated on a quarterly basis on the Company's website.</p>
B12.	30.10.2023 23.12.2024	75969 of 2023 _____ of 2024	Rameshwar Prasad Goyal	Suraj Miglani	<p>Intervention application – Direct management to inculcate the name as allottee of Plot no. 031 and 032 at Street no. 7, measuring 160 sq mtr in The Willows, Noida.</p> <p><u>Additional Affidavit</u></p> <p>Additional affidavit filed on 23.12.2024 to bring on record;</p> <p>(i) Order dated 09.02.2024 passed by the Ld. Metropolitan Magistrate-</p>	<p>(i) The facts of this case are largely identical with the matter explained under Sr. No. B-1 with some additional facts. The petitioner is also one of the 43 claimant allottees. Applicant has also initiated legal proceedings against the erstwhile Promoters and Directors of the Company u/s 138 of the Negotiable Instruments Act, 1881, on account of dishonor of the cheques.</p> <p>(ii) This may be taken up along with IA No. 192118-192119 of 2023 filed by the new Management.</p> <p>(iii) The Additional Affidavit is based on a system generated response, which has to be ignored keeping in view the facts brought out in the IA filed by Unitech. A response email has also been sent to</p>

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					<p>2, Shahdara, Karkardooma Court, Delhi.</p> <p>(ii) Email dated 09.11.2023 sent by the applicant to the respondent.</p> <p>(iii) Email dated 09.11.2023 sent by the respondent to the applicant.</p>	<p>the Applicant to this effect.</p> <p>(iv) Applicant is not entitled to any plot.</p>
B13.	16.12.2019	194013 of 2019	Himanshu Shekhar	Saurabh Chandra Agrawal - Burgundy Welfare Association	<p>IA for directing that NOIDA is not entitled to charge any penal interest regarding UGCC land; Direct NOIDA to grant all approvals required for construction and handover UGCC Land</p> <p>IA for additional documents</p>	<p>(i) The Management supports the IA. As a matter of fact, the Hon'ble Court has already directed Noida Authority vide its orders dated 01.02.2023 and finally vide orders dated 26.04.2024 to grant all approvals without insistence on upfront payment of outstanding dues, which are to be determined separately by the Hon'ble Court after hearing the new management and the Noida Authority.</p> <p>(ii) Noida Authority has granted approvals for parts of the 03 Noida based projects, as part of the launched projects (Segment-1) and the Government appointed Board has filed IA No. 241599 of 2024 before the Hon'ble Court praying for directions to Noida Authority to grant approvals for the complete projects over the complete leased lands.</p> <p>(iii) The Management has already awarded contracts in</p>

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						<p>respect of the parts of Projects in respect of which approvals have been granted and the works are under progress.</p> <p>(iv) This IA may be taken up for consideration along with issue of determination and quantification of Noida's dues.</p>
B14.	07.07.2018	91131 of 2018	Kaushik Choudhury	Rajnish Grover & Ors. (175 units) – Sunbreeze Gurgaon	Seeking possession along with refund of excess EDC paid.	<p>(i) Contracts for the project have already been awarded as part of Lot-2 Tenders and the work is under progress. The Homebuyers can check the status of construction on the Company website, which is updated on a quarterly basis.</p> <p>(ii) The Homebuyers who have not changed their option from Refund to Possession can do so now as a last opportunity in terms of Public Notice dated 18.11.2024 uploaded on the Company website by or before 31.12.2024;</p> <p>(iii) As regards refund of excess amount of EDC amount charged from the Homebuyers of Sunbreeze Project during the period of erstwhile management, credit for the said amount has already been given in the accounts of such Homebuyers at the time of raising demand for payment of the Third Installment of the balance dues after approval of the Board of Directors in its meeting held on 26.06.2024.</p>

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B15.	29.08.2017	82341 of 2017	Kaustubh Anshuraj	Gian Finance Limited	Seeking possession of 06 plots in Uniworld Resorts, Sector 33, Gurugram	The Company had already given physical possession of the plots to the Petitioners on 06.06.2019. No further claim exists.
B16.	22.08.2017	77829 of 2017	Himanshu Shekhar	Sanjeev Sood & Ors. (46 units)	Seeking possession of 46 apartments in Amber, UGCC, Sector 96, 97 & 98, Noida	<p>(i) The Association, vide their email dated 12.10.2023, have confirmed to make payment of balance dues as per the revised payment plan and requested for start of construction immediately.</p> <p>(ii) The tenders for the said project have already been approved in Lot-1 and Lot-2 and contracts have been awarded to the concerned Contractors.</p> <p>(iii) Works have already been commenced on ground on this project and the same are under progress. Project status is also uploaded on the website of the Company.</p>
B17.	22.08.2017	77805 of 2017	Himanshu Shekhar	Munish Saigal & Ors. (03 units)	Seeking possession of 03 units in Burgundy, UGCC, Sector 96, 97 & 98, Noida.	<p>The Unitech Management does not have a copy of the IA. As such, it is not known as to who are the other two petitioners.</p> <p>Contract has already been awarded for the said project and the work is in progress.</p>
B18.	22.08.2017	78211 of 2017	Himanshu Shekhar	Vistas Residents Association (166 units)	Unregistered association of 542 allottees seeking possession of units in Vistas, Gurugram	(i) Contracts for execution of works have already been awarded and the works are under progress. This Project has provision for construction of a total of 1287 Flats in 23 Towers, of which 1228 had been

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B19.		85513 of 2017	Himanshu Shekhar	Ajay Thukral & ORs. (54 units)	54 homebuyers seeking possession of units in Vistas, Gurugram	<p>sold by the erstwhile management.</p> <p>(ii) 43 Homebuyers are still continuing with Refund Option in spite of multiple opportunities given to them earlier to change their options.</p> <p>(iii) Those who want to change their option from Refund to Possession now, can do so in terms of the Public Notice dated 18.11.2024 uploaded on the Company Website by or before 31.12.2024 as the final and last opportunity.</p> <p>(iv) Contracts have been awarded for all the works in this Project and are under progress. Details of the Project are already uploaded on the website under the main Tab "Project Status Updates" on the Homepage. The status is updated on quarterly basis.</p>
B20.		85519 of 2017	Himanshu Shekhar	Sandeep Singh & Ors. (28 units)	28 homebuyers seeking possession of units in Vistas, Gurugram	
B21.		85880 of 2017	Himanshu Shekhar	Suchita Dantre & Ors. (18 units)	18 homebuyers seeking possession of units in Vistas, Gurugram	
B22.		95992 of 2017	Himanshu Shekhar	Ameet Kumar	Seeking possession of unit in Vistas, Gurugram	
B23.	07.09.2017	87452 of 2017	Himanshu Shekhar	Vinay Kumar Goel (74 units)	Seeking possession of plots situated in Willows, UGCC, Sector 96, 97 & 98, Noida	

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B24.	07.08.2019	118418 of 2019	Nidhi Mohan Parashar	The Concourse Buyers Association (187 units)	Seeking possession of 187 commercial units in The Concourse, Sector 71, Gurugram.	Tenders for the said project have already been approved in Lot-1 and Lot-2 and the Contracts awarded. The EC was granted on 06.03.2024 and the Consent to Establish (CTE) was granted on 24.04.2024. Since then, the work is under progress and planned to be completed by October, 2025.
B25.	01.02.2024		Kumar Dushyant Singh	Karan Madani	Include the name of the applicants in the list of allottees	<p>(i) There are 43 such claimants who claim to have allotments in their favour but their names are not found in the Customer Database maintained by the Company. The matter was discussed in the Board meeting.</p> <p>(ii) These allotments have allegedly been made by the then Managing Director, Sh. Ajay Chandra and appear to have been made in lieu of settlement of some financial transactions. In 05 out of 43 claimants payments are claimed to have been made in Cash, and in one other case, part of the payment is claimed to have been made in Cash as per information uploaded by them on the Amicus' Portal.</p> <p>(iii) After detailed deliberations, the Board unanimously resolved that these cases cannot be treated as bona-fide allotments. The Board was of the view that these claimants are not bona-fide allottees, and can at best be treated as unsecured creditors.</p> <p>(iv) Management has filed IA No. 192118-192119 of</p>

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						2023 regarding claimed allotment of 43 plots in Willows, UGCC Noida which includes this applicant petitioners also, and which would need to be heard and decided separately on merits. (v) Applicant is not entitled to any plot.
B26.	01.02.2024		Kumar Dushyant Singh	Dev Juneja	Include the name of the applicants in the list of allottees	-do-
B27.	16.02.2024	_____ of 2024	Kumar Dushyant Singh	Shobhit Gupta and Manju Gupta	Include the name of the applicants in the list of allottees	-do-
B28.	16.02.2024	_____ of 2024	Kumar Dushyant Singh	Meenu Garg	Include the name of the applicants in the list of allottees	-do-
B29.		18456 of 2021	Utkarsh Sharma	IHDP Home Interiors Export Parks Pvt. Ltd.	Seeking possession of 08 plots allotted in "The Willows", UGCC, Sector 96, 97 and 98 Noida.	A detailed reply to the said IA has already been filed by the new Management, which may kindly be considered separately.
B30.	01.03.2024	20753 of 2024	Shivendra Singh	Anil Vashist	Seeking Possession of Flat 201, Tower 9, Heights Uniworld City Kolkata.	The project is part of Lot-3 tenders. The LOI has been issued after the approval of the Hon'ble Supreme Court. The work has not been started on ground as yet because of the pendency of grant of Environment Clearance (EC) and the Consent to Establish (CTE).

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B31.	12.03.2024	_____ of 2024	Bijoy Kumar Jain	M/s Subhkam Ventures (I) Private Limited	<p>Allottee of Unit No. 201 & 301 of Tower 7, Amber, UGCC Noida and Unit No. 04, Tower A2, Exquisite, Gurugram.</p> <p>Seeking refund of Unit No. 201 and 301 of Tower 7, Amber, UGCC Noida</p> <p>Seeking possession of Unit No. 04, Tower A2, Exquisite, Gurugram</p>	<p>(i) The entity was an investor in CIG Realty Fund, who was later offered 03 units, by the erstwhile Management in Unitech's project namely, Amber and Exquisite, in lieu of their investment.</p> <p>(ii) As regards the refund of amount in respect of two Units allotted in Amber Group Housing Project, the same would be payable to him at the time of decision in the case of Investors in CIG fund;</p> <p>(iii) Nonetheless, the management would treat the allotment of these two Units as having been surrendered.</p> <p>(iv) As regards the Unit in Exquisite, Gurugram, the management has already awarded the contract but actual works on ground have not started on account of the pending Environmental Clearance and the CTE in respect of Nirvana Country-II Project, of which Exquisite Group Housing is a part.</p>
B32.	16.04.2024	_____ of 2024	Archit Upadhayay	BRVS Realty LLP	Seeking possession of Plot No. 001A, Main 00 Street in GD, The Willows, UGCC Noida.	<p>(i) The said Plot, measuring 1614.60 sq yards was allotted in favour of the petitioner. The layout of The Willows had not been got approved from the Noida authority at the time of booking of the said Plot. Keeping in view that a single plot of this size (750 Sq. Mtrs being the upper limit of plot size) cannot be approved, Unitech has earmarked four adjoining plots of 403.65 sq yads each, totaling 1614.60 sq yards, as per the now approved layout plan of the</p>

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						<p>project. His revised Plot Nos. are B-41, B-42, B-47, and B-48. The location of the originally allotted plots remains the same.</p> <p>(ii) The contract for development of the Project has already been awarded after approval of layout plans by the Noida Authority vide its letter dated 30.05.2024, and the work is in progress.</p>
B33.	23.11.2023	6147 of 2017	Ayush Sharma	Manisha Nigam	Homebuyer of Apartment No. 403, Tower 3, Cascades Greater Noida. Seeking possession.	The Contracts for this project have already been awarded and the construction works have been commenced at site after grant of EC and CTE on 16.02.2024. Work is already under progress. A total of 166 Flats are to be completed in this project and all works are planned to be completed by June 2025. Tower 3, comprising 59 flats, in which the petitioner's flat is situated is planned to be completed by 30.06.2025.
B34.	27.05.2024	126921 of 2024	Rameshwar prasad Goyal	Jaspreet Singh Madan	Seeking possession of Plot The Willows, UGCC Noida.	<p>(i) There are 43 such claimants who claim to have allotments in their favour but their names are not found in the Customer Database maintained by the Company. The matter was discussed in the Board meeting.</p> <p>(ii) These allotments have allegedly been made by the then Managing Director, Sh. Ajay Chandra and appear to have been made in lieu of settlement of some financial transactions. In 05 out of 43 claimants, and in one other case, part of the</p>

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						<p>payment is claimed to have been made in Cash as per information uploaded by them on the Amicus' Portal.</p> <p>(iii) After detailed deliberations, the Board unanimously resolved that these cases cannot be treated as bona-fide allotments. The Board was of the view that these claimants are not bona-fide allottees, and only unsecured creditors.</p> <p>(iv) Management has filed IA No. 192118-192119 of 2023 regarding claimed allotment of 43 plots in Willows, UGCC Noida which includes this applicant petitioners also, and which would need to be heard and decided separately on merits.</p> <p>(v) Applicants is not entitled to any plot.</p>
B35.	11.07.2024	_____ of 2024	Utkarsh Jaiswal	Gaurav Bhatia	Seeking possession of Flat No. 2502, Tower 1, Burgundy, UGCC, Sector 96, 97 & 98, Noida.	<p>No allotment of the said flat has been made by the erstwhile management. It is revealed from the note received from the petitioner with his email dated dated 17th June 2024, that he claims to have made payment of an amount of Rs. 25,00,000/- by cheque dated 21.10.2012 which was encashed by Unitech on 25.10.2012 and also paid an amount of Rs. 15,00,000/- in cash on 19.12.2013.</p> <p>The prayer for allotment of the Flat now cannot be accepted.</p>

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B36.	20.09.2024	_____ of 2024	Sudhanshu Palo	Wipro Limited	Seeking possession and registration of Flat No. 3, Tower 9, Habitat, Greater Noida and Flat No. 3, Tower 6, Verve, Greater Noida. Further seeking allotment of unit in Uniworld Resorts Bangalore.	Possession of both the units in Habitat and Verve, Greater Noida has already been handed over to the allottee by the erstwhile Management. However, as regards the execution of sub-lease Deed, directions need to be given to the Greater Noida authority to do the needful. No further allotments have been made in favour of the allottee in Uniworld Resorts, Bangalore Project.
B37.	09.11.2024	_____ of 2024	Himashu Shekhar	Cuty Wadhwa & Anr.	Seeking possession of Plot No. 23, 8 th Street, Willows, UGCC, Noida.	Plot No. 23, 8 th Street, UGCC, Noida has not been allotted in favour of the petitioner. Request for possession cannot be entertained.
B38.	27.11.2024	_____ of 2024	Thomas Oommen	K.L. Antony & K.L. Mathew	Homebuyer of Flat No. 1007, Tower C3, and Flat No. 1008, Tower C1, Unihomes 3, Sector 113, Noida. Seeking change of options from refund to possession.	The petitioners can avail of the final and last opportunity given vide Public Notice dated 18.11.2024 by or before 31.12.2024.
B39.	22.09.2023	195479 of 2023 195481 of 2023	B. Sunita Rao	Monika Gupta	Stay cancellation of allotment vide letter 06.09.23	Reply to the IA is being filed separately.
B40.	22.09.2023	195494 of 2023 195495 of 2023	B. Sunita Rao	Saroj Bala & Sudhir Gupta	Stay Cancellation of allotment vide letter dated 06.09.2023	Reply to the IA is being filed separately.

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B41.	17.12.2024	108721 of 2024	Nandita Rao / Thomas Oomen	Ashok Kumar Aggrawal & Rita Aggarwal	Allottee of B-23, FF, South City-II, Independent Floors, Gurugram. Direct the Company to execute the Conveyance Deed in favour of the applicant along with delay compensation as per NCDRC Order.	The Allottee has not paid the balance due amount, as per the demands already raised keeping in view the increase in area of the Unit and the dues calculated in accordance with the Builder-Buyer Agreement. The requisite Conveyance Deed will be executed in favour of the allottee after he pays the outstanding dues. Request for delayed compensation cannot be accepted.
B42.	07.01.2025	229008 of 2024 230949 of 2024	D. Abhinav Rao	Pacific Spirits Private Limited	Allottee of Plot No. 42A & 42B, Block-D, Uniworld Resorts, Sector-48, Gurugram. Direct the Management to hand over possession of the allotted plots or swap the bookings to a similar size plot in the same project.	The Contract for the project has already been awarded and commencement of works on ground is held up on account of pending Environmental Clearance (EC) for the Project. Once the EC and the CTE is granted for this project, development works will be taken up and the possession of the impugned plots will be offered to the Customer after completion of the development works.
C	Homebuyers & FD Holders seeking refund on grounds of Medical Exigencies					
C1.	06.02.2023	27413 of 2023 28646 of 2023	Ajit Kumar Ekka	Vikas Kochhar	Homebuyer of Habitat, Greater Noida. Seeking refund under Medical Ground of Wife and Mother. Willing to forego interest. Rs. 68 Lakhs	(i) Hon'ble Court vide order dated 09.10.2023, permitted submission of claims for refunds on grounds of medical exigencies. Management uploaded a Public Notice in this behalf on its website www.unitechgroup.com to facilitate

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
					principal.	<p>submission of claims on or before 09.11.2023.</p> <p>(ii) The Applicant has not uploaded the documents in the portal and, therefore, the application for refund on grounds of Medical Exigency has not been placed for Justice (Retd.) A.M Sapre's consideration.</p> <p>(iii) However, Unitech has no objection if the Hon'ble Court allows these refunds from out of the funds lying with the Registry.</p>
C2.	19.07.2023	137460 of 2023	Ajit Kumar Ekka	Arti Malhotra	Homebuyer of C1 – 602, Residences, Noida seeking refund on medical ground. Willing to forego interest. Rs. 76.62 Lakhs principal.	-do-
C3.	07.02.2023	28646/2023	Ajit Kumar Ekka	Karshni Realtors India Pvt. Ltd.	Homebuyer of D1 – 1403, South Park, Gurgaon seeking refund Rs. 41.00 lakh on grounds of Medical condition of the Co-Director.	-do-
C4.	02.11.2022	Email by Ruchika Anand	-	Ruchika Anand	Email for refund as her daughter is diagnosed with breast cancer. Unit holder in Anthea Floors Gurugram. Rs. 9.01 Lakhs principal.	-do-

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C5.	08.02.2023	197133 of 2022 197129 of 2022	Sudhir Kulshrestha	Kiran Agarwal	Refund of amount Rs. 48.88 Lakhs. Homebuyer of Verve, Greater Noida.	-do-
C6.	09.03.2023	Email		Tarlochan Singh Pahwa	Homebuyer of Vistas project in Gurgaon. Medical condition of himself and wife. Rs. 28.13 Lakhs. Seeking refund.	-do-
C7.	19.03.2022	57215 of 2023	Pallavi Langar	Vishan Narain Khanna	Refund of Rs. 1.29 Crore. Customer of Unit No. 1401, Tower 1, Amber, UGCC. Already refunded Rs. 30.52 Lacs (Rs. 10 Lacs on 29.04.2011 and Rs. 20.52 Lacs by the Registry). Customer suffering from Cancer and aged 80 years.	(i) Hon'ble Court has, vide order dated 09.10.2023, permitted submission of claims for refunds on grounds of medical exigencies. Management has already uploaded a Public Notice in this behalf on its website www.unitechgroup.com to facilitate submission of claims on or before 09.11.2023. (ii) The Applicant has uploaded the documents in the portal and therefore, the application for refund on grounds of medical exigency was placed for Justice (Retd.) A.M Sapre's consideration. (iii) The Hon'ble Court vide its Order dated 15.04.2024, approved the recommendations of Justice Sapre and, accordingly, the principal amount paid by the Customer has been fully refunded and the unit has been cancelled.
C8.		Email		Sarita Nagpal	Refund of Rs. 1.29 Crore. Customer of Unit No. 1103,	(i) Hon'ble Court has, vide order dated 09.10.2023, permitted submission of claims for refunds on

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
					Tower 3, Amber, UGCC. No refund has been made till date.	<p>grounds of medical exigencies. Management had uploaded a Public Notice in this behalf on its website www.unitechgroup.com to facilitate submission of claims on or before 09.11.2023.</p> <p>(ii) The Applicant did not upload the documents in the portal and, therefore, the application for refund on grounds of medical exigency has not been placed before Justice (Retd.) A.M Sapre's for consideration.</p> <p>(iii) However, Unitech has no objection if the Hon'ble Court allows these refunds from out of the funds lying with the Registry.</p>
C9.	08.05.2023	96303 of 2023 96310 of 2023	Himanshu Shekhar	Renuka Tandon	Homebuyer of Amber, Noida, seeking refund of Rs. 1.26 Crore with interest @ 10% as per NCDRC decree.	<p>(i) While dealing with the cases of refunds to Homebuyers on grounds of medical exigencies, the Hon'ble Supreme Court had directed vide its order dated 13.10.2022 that only the principal amount will be refunded in "full and final satisfaction" of their claims. The relevant extract of the order <i>ibid</i> is reproduced herein below:</p> <p style="text-align: center;"><i>"There shall be only full refund of principal amount and no claim of interest on principal amount would henceforth survive and they shall have no claim of any nature against the Unitech Group in future."</i></p> <p>(ii) Pursuant thereto, the cases of refund on account of medical exigencies, as recommended by Justice</p>

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						A.M Sapre, have been settled in terms of the said principal laid down by the Hon'ble Supreme Court. (iii) In view of the above, only the principal amount is refundable to the homebuyer and not the interest, which has otherwise been claimed by the Applicant in the IA.
C10.	23.10.2023	109760 of 2023	Jeetender Gupta	Bhoop Singh	Refund on medical ground along with financial compensation. Homebuyer of Unihomes, Rewari. Rs. 9.33 Lakhs principal.	-do-
C11.	02.09.2023	66198,96100623 70,62339 67725 of 2023 in CA 9397 of 2017	Rachana Joshi Issar	Sandeep Verma, Rama Sahdev, Vanit Mehra, Ankur Goel, Navneet Sandhu	Refund of balance principal amount on medical grounds. Homebuyers of Verve, Greater Noida.	(i) Hon'ble Court has, vide order dated 09.10.2023, permitted submission of claims for refunds on grounds of medical exigencies. Management had uploaded a Public Notice in this behalf on its website www.unitechgroup.com to facilitate submission of claims on or before 09.11.2023. (ii) The Applicant uploaded the documents in the portal and the application for refund under medical exigency was placed for consideration of Justice (Retd.) A.M Sapre. (iii) Justice Sapre has not recommended refund to the said customers.
C12.	20.03.2023	55451 of 2023	In Person	Ms. Anita Pandit SPA holder of Mr.	FD Holder seeking refund of Rs. 12.00 Lacs. Aged 90	The customer has already been refunded the full principal amount as per the recommendations of Justice

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				Ram Dev Dudeja	years under serious medical conditions.	(Retd.) A.M Sapre with the approval of the Hon'ble Supreme Court. As such, no further claim survives.
C13.	08.04.2024	1258 of 2024	Prem Prakash	Rear Admiral Kripal Singh (Deceased) through his wife Mrs. Manjit Kripal Singh	Homebuyer of Flat No. 304, Tower 6, Habitat, Greater Noida. Seeking refund on grounds of Medical Exigency.	<p>(i) Hon'ble Court has, vide order dated 09.10.2023, permitted submission of claims for refunds on grounds of medical exigencies. Management had uploaded a Public Notice in this behalf on its website www.unitechgroup.com to facilitate submission of claims on or before 09.11.2023.</p> <p>(ii) The Applicant did not upload any document in the portal and the application for refund under medical exigency could not be placed for consideration of Justice (Retd.) A.M Sapre.</p>
C14.	19.04.2023	82133 of 2023 83153 of 2023	S. Ramamani	Pradeep Kaur	Claiming refund of 2 nd FD on medical grounds with interest.	<p>One FD has already been refunded on medical grounds as per recommendations of Justice A.M. Sapre. No interest can be paid as the Hon'ble Court has clarified that refund will be made to the extent of only principal amount.</p> <p>With regards to the customer claiming refund of the 2nd FD, the same has not been Recommended by Justice Sapre.</p>
C15.	19.07.2024	113000/2022	Ashwarya Sinha	Suresh Kumar Dhadwal	Allottee of Flat No. 1002, Tower 8, Horizon, Greater Noida. Seeking refund on grounds of medical exigencies.	The Applicant has not uploaded the documents in the portal and, as such, the application for refund on grounds of medical exigency has not been placed before Justice (Retd.) A.M Sapre for his consideration.

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C16.	13.01.2025	268640 of 2024 268543 of 2024	Rajeev Singh	Henry Rege Almeida and Greta Almeida	Claiming refund of FDR amount of Rs. 20 Lacs on medical grounds.	(i) Hon'ble Court has, vide order dated 09.10.2023, permitted submission of claims for refunds on grounds of medical exigencies. Management had uploaded a Public Notice in this behalf on its website www.unitechgroup.com to facilitate submission of claims on or before 09.11.2023. (ii) Since the Applicant did not upload any supporting documents on the portal, the application for refund under medical exigency could not be placed for consideration of Justice (Retd.) A.M Sapre.
D.	Homebuyers and FD Holders already refunded under Medical Exigency, seeking further interest/ further directions					
D1.	25.02.2023	48541 of 2023	In person	Raju Verma	46 years. Refunded under medical exigency. Now claim regarding interest.	(i) While dealing with the cases of refunds to Homebuyers on grounds of medical exigencies, the Hon'ble Supreme Court had directed vide its order dated 13.10.2022 that only the principal amount will be refunded in "full and final satisfaction" of their claims. The relevant extract of the order <i>ibid</i> is reproduced herein below: <i>"There shall be only full refund of principal amount and no claim of interest on principal amount would henceforth survive and they shall have no claim of any nature against the Unitech Group in future."</i> (ii) Pursuant thereto, the cases of refund on account of medical exigencies, as recommended by Justice

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
						<p>A.M Sapre, have been settled in terms of the said principal laid down by the Hon'ble Supreme Court.</p> <p>(iii) In view of the above, only the principal amount can be refunded to the homebuyer and not the interest, which has otherwise been claimed by the Applicant in the IA.</p>
D2.	12.02.2023		Email	Vinay Kumar Khanna and Veena Khanna	Homebuyers refunded 14.69 lakh and 15.74 lakh under medical category. Seeking payment of Rs. 44,400 and 49,000 paid as Service Tax	<p>(i) Payment has already been made as per the directions of the Hon'ble Court.</p> <p>(ii) While dealing with the cases of refunds to Homebuyers on the ground of medical exigencies, the Hon'ble Supreme Court has directed vide its order dated 13.10.2022 that the principal amount would be refunded after deducting the amount of Service Tax. The relevant extract of the order <i>ibid</i> is reproduced herein below:</p> <p style="text-align: center;"><i>"The refund of the principal amount would be made after deducting the amount of Service Tax which has been deposited by the Company with the Government."</i></p> <p>(iii) As such, the amount of service tax deducted while refunding the principal amount to the homebuyer is not liable to be refunded by the Company.</p>
D3.	03.02.2023	Email	-	Raju Verma	Refunded Amount on medical ground. Requesting proof of payment of service tax.	Payment of Service Tax to the Government, if collected from the Homebuyer, is the responsibility of the Company. Erstwhile Management failed to deposit the

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						said amounts collected from FY 2014-15 onwards, which stands as a Company liability in the books of Government Accounts. As such, it is not possible to provide any such proof to the Applicant-petitioner.
D4.	16.01.2023	Email	-	Radhe Shyam Prasad	Already refunded under medical exigency Homebuyers. Requesting proof of payment of service Tax authorities.	No such proof can be given in respect of the said individual allotment as the management deposited the Service Tax in bulk/ lump-sum.
D5.	24.07.2023	141664, 141680 of 2023	Govind Jee	Shailendra Nath Gupta	Claiming refund of FD on medical grounds at maturity value (i.e. with interest).	<p>(i) The customer has 02 FDs amounting to Rs. 10 Lakhs each. The customer applied refund of both the FDs under medical exigency.</p> <p>(ii) The case of refund was duly examined by Justice A.M. Sapre and after hearing the applicant through VC, Justice Sapre recommended part refund of Rs. 5 Lakhs only.</p> <p>(iii) Based on the recommendation of Justice Sapre and the directions passed by the Hon'ble Supreme Court on 01.02.2023, the said part amount of Rs. 5 Lakhs has already been refunded to the FD Holder.</p>
E	Senior Citizens seeking Refunds in respect of allotted Units and FDs					
E1.	02.02.2023	196017 of 2022 19561 of 2022	Kaushik Choudhury	Sunita Adlakha & Anr.	Senior Citizen 81 years, wife 75 years, paid Rs. 28 lakhs. Flat No. - A2-04-0406 in	Full principal amount has already been refunded on grounds of Medical Exigencies. Hence, no claim survives.

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
					Unihomes Apartments, Sector - 117, Noida	
E2.	31.01.2023	20464 of 2023 20545 of 2023	Surbhi Kapoor	Shri Muni Lal Jain	Refund of Rs. 1.01 crore – old age (87 years old) and medical exigency, Apartment No. 0701, 7 th Floor, Tower – 04, Burgundy Sector 96, 97 and 98 Noida	Full principal amount has already been refunded on grounds of Medical Exigencies. Hence, no claim survives.
E3.	15.11.2022	173737/2022	Kaushik Choudhury	Parmanand Sahijwani & Anr.	Age 95 years – For Refund Homebuyer Flat No. – A5-04-0401 in Crestview, Wildflower Country, Gurgaon – Rs. 25.54 Lakhs	The management has no objection if the Hon'ble Court approves and releases funds from the Registry in cases of super Senior Citizens, above 75 years, for payment of principal amounts. Claims can be submitted in a time bound manner, on the website of the company, pursuant to which report can be placed before the Hon'ble Court for release of amounts.
E4.	06.09.2023	182946 of 2023	Satish Pandey	Rajagopalan Ramamurthy Iyer	Age 80 years – Homebuyer Exquisite Gurugram. Claiming refund without interest. – Rs. 1.54 Crore	-do-
E5.	09.09.2023	166350 of 2023	Siddharth	Pradip Kumar Saha	Age – 75 years – Homebuyer of Uniworld Cascades, Kolkata. Claiming refund of Rs. 33.96 Lakhs with interest @ 9% as per order of State	As above, except that interest cannot be paid as per directions dated 13.10.2022 of the Hon'ble Supreme Court.

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
					Consumer Forum.	
E6.	27.02.2023		Email from Supriya V.	N. Viswamitra	FD Holder – 80 years age seeking refund, Rs. 2.00 Lakhs.	The management has no objection if the Hon'ble Court approves and releases funds from the Registry in cases of super Senior Citizens, above 75 years, for payment of the principal amounts. Claims can be submitted in a time bound manner, on the website of the company, pursuant to which report can be placed before the Hon'ble Court for release of amounts.
E7.	12.02.2023		Email	Ramanth Sharma	FD Holder, 87 years	-do-
E8.	05.09.2023	181233 of 2023	Kripa Shankar Prasad	Kamal Jain and Rajinder Kumar Jain	FD Holders aged 81 yrs. and 84 years, deposited Rs. 5.8 lakhs.	The principal amount of FDs has already been released to the petitioners on grounds of Medical Exigencies based on recommendations of Justice A.M. Sapre.
E9.	28.02.2024	173950 of 2022	Abdul Azeem Kalebudde	Arun Kumar Datta & Sheila Datta	FD Holders aged 84 yrs. and 75 years, paid Rs. 1.30 lakhs.	The management has no objection if the Hon'ble Court approves and releases funds from the Registry in cases of super Senior Citizens, above 75 years, for payment of the principal amounts. Claims can be submitted in a time bound manner, on the website of the company, pursuant to which report can be placed before the Hon'ble Court for release of amounts.
E10.	26.11.2024	_____ of 2024	M/s Nuli and Nuli	R.L. Hebbar and Susheela Hebbar.	FD Holders aged 79 years and 75 years, paid Rs. 11.25 lakhs. Part amount already refunded. Balance – 7.53	-do-

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
					lakhs.	
F	Other Refunds – FDs and Homebuyers					
F1.	22.02.2023	77925 of 2020	Himanshu Shekhar	Rani Kamran Ranjit	Homebuyer of Pioneer JV Project, claiming refund.	<p>(i) The applicant's Unit is an independent floor situated in South City 2, Gurugram, which is involved in a litigation between Unitech Group and the landowners from whom the land was purchased by the Company.</p> <p>(ii) The Management supports refund of the principal amount of Rs. 23.80 Lakh (Appx.) in the present case, as has already been done in case of all the other homebuyers of the Joint venture project vide order dated 14.05.2018 and 27.07.2018. The Registry may be directed to release the amount for refund, as already done earlier, from out of the balance of about Rs. 12.98 Crore from an amount of Rs. 40 Cr. deposited by the Pioneer JV.</p>

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F2.	17.02.2021	25033 of 2021	Priyanjali Singh	Vishal Bhartiya	Homebuyer of Exquisite; Already received refund of about 60% of the principal amount deposited. Seeking balance payment along with interest as per NCDRC decree.	(i) There are a total of 237 cases where refunds to the extent of about 33% have been made through the Ld. Amicus pursuant to the directions of the Hon'ble Court. In this case, the balance amount is Rs. 47.02 lakh (subject to final audit). Now, with full refund allowed in 13 cases under Medical Exigencies, the residual number of Homebuyers is 224 in this group. Refund can be made as and when directed by the Hon'ble Court from out of the funds available with the Registry, as had been done in the past. (ii) However, as already held by the Hon'ble Court, no interest is payable in these cases.
F3.	23.08.2023 25.08.2023	168870 of 2023 171200 of 2023	Prerna Mehta	Raj Vidya Kendra	Homebuyer seeking refund of 1.61 Cr. with 10% interest as per decree of NCDRC. Allottee of Flat in Cascades, Kolkata	The petitioner has not registered itself on the Amicus' Portal. As such, the management treated the Petitioner as a "Possession seeking Homebuyer". Now, if they want to be treated as Refund Seeking customers, the Management has no objection to treat as Refund Seekers. However, the Refund of amount can be considered only out of the final surplus as per the Resolution Framework. Further, as already held by the Hon'ble Court, no interest is payable in these cases.
F4.	29.10.2023	226381 of 2023	Priyanjali Singh	Arun Kaushal & ors.	Intervention application by 04 homebuyers seeking refund	The management has no objection if the Hon'ble Court approves and releases funds from the Registry in cases

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					along with compensation. (i) Flat No. 202, Tower 1 (ii) Flat No. 103, Tower 19. (iii) Flat No. 203, Tower 6 (iv) Flat No. 204, Tower 1. Habitat Gr. Housing Project, Greater Noida.	of super Senior Citizens, above 75 years, for payment of the principal amounts. Claims can be submitted in a time bound manner, on the website of the company, pursuant to which report can be placed before the Hon'ble Court for release of amounts.
F5.	06.02.2023	29516 of 2022	Mrinal Gopal Elker	Dr. Sardar Singh Rathore	FD of Rs. 2.00 Lakhs Refund.	The petitioner has not claimed the refund either on grounds of being a super senior citizen or on grounds of Medical Exigencies. Hence, it is difficult to entertain these cases at this stage.
F6.	04.02.2023	169358 of 2022	Tapesh Kumar Singh	Arun Kumar Datta and Sheila Datta	Refund of amount with interest - FD Holder - Rs. 1 Lakhs	-do-
F7.	09.11.2022	169271/2022 & 169358/2022	Tapesh Kumar Singh	Arun Kumar Datta and Sheila Datta	Refund of amount with interest - FD Holder – Rs. 0.30 Lakhs	-do-
F8.	25.10.2022	162385/2022	Siddhartha Sinha	J P Gupta and Sons HUF	Requesting for refund of money invested in FD – Rs. 3.20 Lakhs	-do-
F9.	22.10.2022	Email by Harsha Vohra		Harsha Vohra	Email by FD Holder for refund and change of email-id - Rs.	-do- Email ID already updated in the Records

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
					10.00 Lakhs	
F10.	01.10.2022	149543/2022 & 149547/2022	Vishal Arun	Jagat Jyoti Bhattarjee, Shekhar Ranjan Roy Chowdhry	FD holder seeking refund.	-do-
F11.	21.01.2020	12105 of 2020	Romy Chacko	Moksh Arora	FD refund with interest – Rs. 1.00 Lakh	As above, except that the interest cannot be paid.
F12.	19.04.2023	82153 of 2023 82133 of 2023	S. Ramamani	Pradeep Kaur	FD Holder seeking refund. Out of Rs. 3 lakhs, refund of an amount of Rs. 2 lakhs already recommended by Justice A.M. Sapre on grounds of medical exigency.	Applicant has not submitted documents for release of Rs. 2.00 Lakhs recommended by J. Sapre and hence payments could not be made. Payment of the Balance Rs. 1.00 lakh has not been recommended.
F13.	09.08.2023	156898 of 2023 _____ of 2024	Rashmi Singh	Karuna Devi Singh	FD Holder seeking Impleadment. The petitioners hold 03 FDs for an amount of Rs. 40.00 lakh (Rs. 20.00 Lakh+ Rs. 15.00 lakh + Rs. 5.00 lakh)	The applicant has submitted an additional affidavit on 16.12.2024 submitting that her Date of Birth is 18.11.1962 i.e. as on date she has turned to be a Senior Citizen. However, there are a large number of FD holders who are older in age than her. As such, the Hon'ble Court may have to consider the application on merits.
F14.	14.09.2017	91960 of 2017	Himanshu Shekhar	Residences Flat Buyer Association	94 homebuyers of Residences, Sector 117,	(i) The said IA was filed in 2017 and many developments have taken place since then. The management does not have a copy of the IA

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
					Noida seeking refund.	<p>and hence the names and details of these petitioners are not known.</p> <p>(ii) The Hon'ble Court has permitted the Homebuyers to change their options from Refund to Possession as a one-time measure till 15.12.2023 vide its order dated 03.11.2023.</p> <p>(iii) Another opportunity for change of option from Refund to Possession was given by the Management vide Public Notice 03 may 2024 wherein the Homebuyers were permitted to change their options from Refund to Possession by or before 31.05.2024.</p> <p>(iv) In case some of these Homebuyers still continue with their option for Refund, the Company has no money for refund at this stage. Their cases for Refund will be considered from out of the final surplus as proposed in the Resolution Framework.</p> <p>(v) The Management has uploaded a Public Notice on its portal as a final and last opportunity to the Homebuyers to change their options. Since the list of Homebuyers in this petition is not available, the management is not in a position to state as to how many of them have already changed their options from Refund to Possession.</p>

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F15.	26.03.2019	49475 of 2019	Himanshu Shekhar	Deepak Sondhi	Seeking refund of amount along with compensation as per NCDRC Order for Unit NO. 702, Tower 2, Habitat, Greater Noida.	The petitioner has already changed his option from Refund to Possession. Hence, the question of payment of any interest, as already held by the Hon'ble Court, does not arise.
F16.	11.10.2017	104384 of 2017	Umang Shankar	Rajiv Bajaj & ors. (20 units)	Seeking refund of amount along with compensation as per NCDRC Order for 20 units situated in Horizon, Greater Noida.	Copy of the IA has not been provided for which the Ld. AoR for the petitioner has already been requested.
F17.				Ajoy Narain & Ors. (15 units)	15 Allottees of Horizon, Greater Noida claiming refund.	Copy of the IA has not been provided for which the Ld. AoR for the petitioner has already been requested.
F18.	30.08.2017	82994 of 2017	Himanshu Shekhar	Hemant Singh & Ors. (08 units)	08 Allottees of Amber, UGCC, Sector 96, 97 & 98 Noida seeking refund.	Copy of the IA has not been provided for which the Ld. AoR for the petitioner has already been requested.
F19.	11.11.2023	237542 of 2023	Kausar Raza Faridi	Neha Upadhyay	Intervention IA by FD Holder seeking refund of 06 FDRs amounting to Rs. 6.48 Lacs.	The petitioner has not claimed the refund either on grounds of being a super senior citizen or on grounds of Medical Exigencies. Hence, it is difficult to entertain these cases at this stage.
F20.	21.11.2023	-	Gourkela Law Office	Sheela Chawla	Allottee of Commercial Space – Downtown Mohali seeking refund with interest.	The project stands abandoned. Refunds of the Principal amount have already been made by the management in a few cases of this project. As such, it is recommended

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						that the Refund of Principal Amount (Rs. 47.07 lakh) may be allowed and the Registry be directed to release this amount to the Company.
F21.	01.03.2024	____ of 2024	Asiya Khan	Gita Joshi	Seeking refund for Unit No. 601, Tower D3, Unihomes Phase 2, Noida.	No grounds for refund – neither Super Senior Citizen or Medical case. Hence, it may be difficult to entertain these cases at this stage.
F22.	02.04.2024	80008 of 2024	Shashank Singh	Mago Enterprises Private Limited	Investor in Entertainment City Limited, GIP Mall – Noida. Seeking Assured Return.	The Management has proposed in the Resolution Framework (Chapter 4 Clause 4.10.5) that no Assured Return can be paid to the investors due to the liquidity crunch faced by the Company.
F23.	01.05.2024	____ of 2024	Fuzail Ahmad Ayyubi	Vikas Singh and Pratibha Nair	Allottee of Flat No. 703 of Block B1, Uniworld Gardens, Sector 117, Noida. Seeking refund of amount paid.	As per the information migrated from Amicus' Portal, the petitioners opted for Possession. As such, the petitioners are entitled for completion and delivery of the allotted Unit. The Contract for the said Project has already been awarded, and the Environmental clearance has also been received. The works are expected to commence on ground after receipt of Consent to Establish (CTE) from the State Pollution Control Board, which is expected shortly. Hence, there is no case for Refund.
G	Ex-employees					
G1.	04.03.2023	51000 and 50999 of 2023	Atul Sharma	(i) Gopal Mulani (ii) Ambresh	Ex-employees – gratuity, Provident fund, TDS. GM	(i) The issues of Ex-employees of Unitech are multi-dimensional. The erstwhile management had defaulted in deposit of EPF (Employee share and

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				Rajendra Tipnis	Finance Vice President at Mumbai	<p>Employer's share) of the employees for a period of about 4.5 years and deposit of the Income Tax deducted at Source in the Govt account. For about the same period.</p> <p>(ii) In addition to the above, the payment of Full and Final dues of employees, who have left the Company, are further divided into 02 categories i.e. (i) who had left the Company by or before 20.01.2020 when the erstwhile management was superseded, and (ii) employees who have left the Company after 21.01.2020 i.e. during the period of the new management.</p> <p>(iii) As regards the full and final dues of the employees, who left the Company before 20.01.2020, there are a total of 862 employees, out of which part dues of 222 employees amounting to Rs. 9.58 Crores have been paid through the Amicus Curiae on 30.09.2020 on the directions of the Hon'ble Court. The unpaid dues of all the 862 employees (which also include 222 employees whose part dues have been paid), are of the order of about Rs. 16.25 Crore (subject to final audit).</p> <p>(iv) As regards the employees who have left the Company after 21.01.2020 and till date, there are a total of 407 employees. The total dues payable to them work out to Rs. 35,64,52,620/- as on 30.11.2024. The present management has paid</p>

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
						<p>the full & final dues of 307 employees amounting to Rs. 20,15,09,366/-. Further, out of the remaining 100 employees, a total of 26 employees have been paid part of their full and final dues amounting to Rs. 1,50,01,606/-. As such, Full and Final dues of 84 employees out of the remaining 100 employees, have been worked out to Rs. 13,99,41,648/- (subject to audit), which still remain to be paid. In addition, the full and final dues of 16 out of the above 100 employees are still being worked out.</p> <p>(v) Thus, an amount of about Rs. 16.25+13.99 = Rs. 30.24 Crore stands crystallized for payment of the Full and Final dues of the employees, which the Hon'ble Court may kindly consider releasing to the Company from out of the funds lying with the Registry. The full and final dues of the remaining 16 employees are proposed to be settled and paid by the Management from out of its establishment budget in due course.</p> <p>(vi) As regards the payment of EPF related dues, the management prays for issuance of directions to the Employees Provident Fund Organization for working out the dues payable towards the Employee share and the Employer share and the accrued interest which is payable to the employees and waiver of penalties for non-payment of these dues.</p>

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						(vii) The payment of TDS related dues to the Government account may be taken up separately since the employees are facing huge difficulties and receiving notices from the Income Tax Department for no fault of theirs.
G2.	15.02.2023	26890/2020 26898/2020	Atul Sharma	(i) Bharat Bhushan Wadhwa (ii) S.P. Saxena	Ex-employees claim	-do-
G3.	06.02.2023		Kaustubh Shukla	Moti Masand	Ex-employee + FD Holder	-do-
G4.	19.05.2022 19.05.2022	77802 of 2022 77813 of 2022	Abhay Anand Jena	Debaraja Jena	7 ex-employees' salary, PF, TDS dues	-do-
G5.	19.05.2022 19.05.2022	77794 of 2022 77795 of 2022	Abhay Anand Jena	Navneet Singh Sethi	Ex-employees' salary, PF, TDS dues	-do-
G6.	26.07.2022	103038 of 2022	Abhay Anand Jena	Ashutosh Kumar Trivedi	Ex-employees' salary, PF, TDS dues	-do-
G7.	15.05.2023	104324 of 2023 in SLP Cri 5978-79 of 2017	Atul Sharma	Arjun Kumar Singh	Ex-employee dues	-do-

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G8.	15.05.2023	104330 of 2023 in SLP Cri 5978-79 of 2017	Atul Sharma	Shivakumar Chandrasen Shete	Ex-employee dues	-do-
H.	Homebuyers/ Owner's Association IAs					
H1.	23.02.2023 15.01.2025	39884/ 2021 39936/2021 ___ of 2025	Sandeep Devashish Das Hiresh Choudhary	World Spa Owners Association	Obtain OC and refund Interest Free Maintenance and Security deposited. Directions sought in IA filed on 15.01.2025 (i) Pass an order clarifying that HRERA and DTCP can deal with the matter pertaining to the issuance of completion certificate and occupation certificate. (ii) Issue directions to DTCP to complete the remaining construction/ development works of the World Spa Complex, issue occupation certificates for the remaining towers and issue completion	There is a dispute going on since 2011 when the RWA took forcible possession of the Project, banned the entry of Unitech Staff, took control over two Clubs, one school site and 10 shops which do not vest in them. They have filed multiple litigation at various forums for claiming the ownership of school, clubs etc. which do not vest in RWA. Their claim is completely unjustified. Hon'ble Court may kindly direct the Association to restore the possession of Unitech assets to the Management.

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					certificate.	
H2.	23.02.2023	46675 of 2021	M/s AP&J Chambers	Kolkata Uniworld City Apartment Owner's Association	Payment of Rs. 26.61 crores under Purchase agreement and Maintenance and Service Agreement	The application is for payment of Interest Free Maintenance Security collected from the home-buyers which forms part of the pass-through monies. Waterfall mechanism in Chapter 7 of the Resolution Framework provides for their payments after completion of all the projects from out of final surpluses. No amounts can be released at this stage.
H3.	10.10.2022	152397/2022 & 152414/2022	Vinod Kumar Tewari	Sunil Rawla	President of Arcadia Owners' Association – handover all the service equipment and not to levy maintenance charges without getting OC.	<p>(i) The allottees have been put in possession of their Units/ shops by the erstwhile Management, which was handed over to them without obtaining the Occupation Certificate from the competent Authority. The issue of Compounding Charges payable to the Town & Country Planning Department, Haryana, if any, has to be decided by the Hon'ble Court in terms of its Order dated 22.07.2022. The Management has already applied to the Town & Country Planning Department for grant of Occupation Certificate.</p> <p>(ii) Once the commercial space (Shops) buyers are in possession, many of them have also leased out the said allotted spaces and the common facilities are fully functional and required to be maintained, they are liable to pay the Maintenance Charges. As such, prayer cannot be accepted.</p>

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H4.	15.12.2022	199156/2022 & 199169/2022	Himanshu Shekhar	Unitech Heights Apartments Owners Association	Seeking directions for Unitech and GNIDA to execute Sub-Lease Deed/ Tripartite Lease Deed in favour of 77 member Home-Buyers at the old Circle Rate as prevailing in 2011	This is a genuine grievance/ concern of the Homebuyers of projects situated in Noida and Greater Noida based projects where the Authority is not executing sub-lease Deeds in favour of homebuyers on account of outstanding dues and related issues. Hon'ble Court may kindly issue directions to NOIDA and Greater NOIDA to execute the sub-lease deeds as per the State Policy on the subject without levy of any delay charges of Rs. 100/ - per day since the issue of Occupation Certificate.
H5.	21.04.2023	83191 of 2023	Rachna Gupta	UGCC Willows RWA	Intervention application for completing the project in Sector 96, 97, and 98 NOIDA and handing over possession.	Pursuant to approval of Tenders of Lot-1, Lot-2 and Lot-3 Tenders by the Hon'ble Supreme Court, contracts have been awarded, Noida Authority has approved the Layout Plans limited to the extent of Segment-1 vide its letter dated 30.05.2024, released the partially approved Plans on 25.06.2024, EC and CTEs have been obtained and the works have commenced on ground. Unitech will have difficulties in linking up all the services till approval of the layout Plans for the complete Project is not given.
H6.	26.10.2017	109671 of 2017	Sriram P.	Uneworld Chennai Owner's Association	Intervention Application	Tenders have been floated and contracts also awarded in certain cases. The remaining Tenders are forming Part of Lot-4, under submission to the Hon'ble Court for approval for award of contracts. Works can be resumed on ground only after approvals of the Revised layout and the validation of the Building Plans by the concerned competent authority in Chennai and grant of EC and CTE for the Project. Applications have already

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						been submitted to the concerned authorities.
H7.	17.08.2020	78002 of 2020	Priyanjali Singh	Espace Premiere Owner's Association	Intervention Application seeking completion of construction	Though contracts for the work have already been awarded as part of Lot-3 Tenders for completion of the project, pursuant to approval of the Hon'ble Court vide its orders dated 26.04.2024. Contracts stand awarded. However, construction could not be commenced on account of pendency of EC, for which application was submitted in November 2023. It is expected to be processed now within a period of about next two months or so.
H8.	23.11.2023	_____ of 2023	Rachna Gupta	UGCC Willows RWA	Intervention application – Direct management to include the name of certain individuals namely, Suraj Miglani, Naveen Kumar, Sanjay Gupta, Madan etc. in “The Willows”, Noida project.	<p>(i) The matter was discussed in the Board meeting as there are 43 such claimants who claim to have allotments in their favour but their names are not found in the Customer Database maintained by the Company.</p> <p>(ii) These allotments have allegedly been made by the then Managing Director, Sh. Ajay Chandra and appear to have been made in lieu of settlement of some financial transactions. In 05 out of 43 claimants, and in one other case part of the payment, is claimed to have been made in Cash as per information uploaded by them on the Amicus' Portal.</p> <p>(iii) After detailed deliberations, the Board unanimously resolved that these cases cannot be treated as bona-fide allotments. The Board was of the view</p>

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						<p>that these claimants are not bona-fide allottees, and only unsecured creditors.</p> <p>(iv) Management has filed IA No. 192118-192119 of 2023 regarding claimed allotment of 43 plots in Willows, UGCC Noida which would need to be heard and decided separately on merits.</p> <p>(v) Applicants are not entitled to any plot.</p>
H9.	25.11.2023	80849 of 2020 & 105644 of 2019	Awanish Kumar	Vivek Kumar, President, Anthea Homebuyers Association	Intervention Application to (i) auction the project land and refund money to the homebuyers of Anthea Project along with 14% compensation and litigation costs or (ii) start the construction work at site and demand to be raised only on possession after adjusting delay compensation @14% and litigation costs.	<p>The said IA was filed in 2019 and many developments have taken place since then. The Hon'ble Court permitted the Homebuyers to change their options from Refund to Possession as a one-time measure till 15.12.2023 vide its order dated 03.11.2023. The largest number of Homebuyers had also availed of partial refunds from the Supreme Court Registry. They were directed to deposit the partially refunded amount (without any interest) within a period of 8 weeks thereafter i.e. up to 15.02.2024.</p> <p>It was discovered that the erstwhile Management had sold a total of 504 Units in 2011-12 without getting the Building Plans approved. Finally, after detailed interactions with the Homebuyers, resolution of the impediments has been found. Tenders are being invited now as part of Lot-5. Construction would commence only after award of contracts.</p>
H10.	08.12.2023	_____ of 2021	Kamal	Uniworld City-Unihomes Plots	Seeking interest and compensation over the	(i) Vide order dated 25.09.2018, an amount of Rs. 74.36 Crore has already been refunded to all the

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			Mohan Gupta	Sector Mu, Plots Buyers Association	already refunded amounts. Further seeking allotment of plots as per feasibility.	<p>352 homebuyers of Unihomes Plots as the said lease of the project land was cancelled by GNIDA. The allottees are further seeking interest and compensation over the said amount, which cannot be allowed.</p> <p>(ii) The allottees are also seeking allotment of plots, as majority of the applicants were in favour of possession instead of refund.</p> <p>(iii) Unitech has filed a writ petition in Allahabad High Court challenging the forfeiture of the amount of Rs. 183.39 Crore of Unitech by Greater Noida Authority. However, the matter has been pending in the High Court since 2015. A separate IA is being filed before the Hon'ble Supreme Court on the subject.</p>
H11.	14.12.2023		Ms. Manjula Gupta	Escape Residents Welfare Association	Handover complete accounts of maintenance, IBMS, Façade repair security deposit, Completion Certificate to the Association	<p>(i) Some residual works are yet to be completed. Works already stand awarded and are under progress and expected to be completed by the end of January 2025.</p> <p>(ii) Once the project is completed and all statutory compliances are obtained, the Management will hand over the final surplus to the association as per the waterfall mechanism detailed in Chapter 7 of the Resolution Framework.</p>
H12.	14.04.2024	79918 of 2020	Anshula Grover	The Amber Welfare (UGCC)	(i) No portal registration of claims should be allowed. The applicants	The suggestions made herein are duly acknowledged.

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				Association	<p>are agreeable to get possession as per the resolution framework.</p> <p>(ii) The newly appointed Board should be asked to open a new portal wherein applicants can register themselves updating all the payments made by them.</p> <p>(iii) In case, any preference is given to a class of FD Holders such as senior citizens or small deposit holders, the same class wise exception should be made for the homebuyers and other class of creditors as well.</p> <p>(iv) It must be disclosed to this Hon'ble Court to disclose particulars of all payment made to any creditors of Unitech Limited and its subsidiaries.</p>	

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H13.	26.04.2024	____ of 2023	Devendra Singh	Alder Grove Villa Owner's Welfare Association	Direct the new Management to award the tenders and complete the project in a time-bound manner.	Contracts for the project have been awarded after approval of Tenders of Lot-3 by the Hon'ble supreme Court vide its orders dated 26.04.2024. However, the application for Grant of EC, filed in December 2023 is now under consideration of the SEAC, Haryana. Construction activities can commence at site only after receipt of Environmental Clearance from SEIAA, Haryana and the grant of Consent to Establish (CTE) from the Haryana State Pollution Control Board.
H14.	07.08.2024	____ of 2024	Dhananjai Jain	Resident Welfare Association of The Close South Project in South City-2	Restrain Unitech & Pioneer Profin Ltd. from carrying out illegal construction of EWS Towers at different location than which has been approved as per approved layout plan dated 21.05.2005.	The Association had earlier been creating hindrances for the Management in resumption of construction of the EWS Housing Block in this project due to the vested interest of some of the AoA members. After various meetings and discussions with the members of the Association, the Association has finally cleared the way for the Contractors, engaged by the new Management, to complete the pending works at the project. Presently, the works are being carried out as per the Site Plan approved by the Department of Town & Country Planning Department, Haryana.
H15.	12.11.2024	261059 of 2024 261621 of 2024	Yash S Vijay	Unitech Cascades Apartment Owners Association.	(i) Direct Unitech to transfer the Management of the Society to the Association along with IFMS and other	(i) The Cascades is a Group Housing Residential project in Greater Noida with total 356 planned Units. Possession of 189 Units has already been handed over, leaving completion of 166 Flats. Tenders were invited and contracts awarded. EC was received on 27.12.2023 and the CTE was

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					<p>amounts collected.</p> <p>(ii) Direct the Company to clear all the outstanding dues towards land, water, electricity and solid waste management.</p> <p>(iii) Direct the Company to complete the balance construction works in a time bound manner.</p> <p>(iv) Direct the Company to refund the excess amounts collected from the homebuyers of the project.</p>	<p>granted on 16.02.2024.</p> <p>(ii) Work has commenced at site after February 2024 and the planned schedule of Completion is July, 2025.</p> <p>(iii) This is some merit in the contentions of the petitioners. Greater Noida Authority is not executing the sub-lease deeds in favour of the Homebuyers on account of some claimed outstanding dues, which are also contested by Unitech. Noida and Greater Noida Authorities need to be directed to register the sub-lease deeds in favour of the Homebuyers without insisting on upfront payment of any outstanding dues. Further, the sub-lease Deeds need to be executed without levy of any delay penalties, which is Rs. 100/- per day from the date of grant of OC.</p> <p>(iv) As regards computation of the Stamp Duty based on the latest applicable Circle Rates and not on the basis of allotment price also needs consideration by the Hon'ble Court.</p> <p>(v) As regards the handing over of the Project to the RWA and other requested, the same will be done after completion of all the pending works and obtaining the OC and Completion Certificate from the Greater Noida Authority.</p>

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I	Contractors' IAs					
11.	08.02.2023	212964 of 2023 213132 of 2023	Abhay Singh		Details by 6 contractors for release of machinery, material	PMCs have examined the list of machineries, which the Contractors have claimed to be lying at site and based on the verification done by the PMCs, the Contractors have already taken over their machinery. In respect of their claims for the past works done, the same would be considered as legacy claims which will be determined under the "Claim Management Policy". Payment of the due amounts would be governed as per the waterfall mechanism as per Chapter 7 of the Resolution Framework.
12.	01.02.2023	110775 of 2021	Arvind Gupta	M/s Innovators Façade Systems Ltd.	Contractor claiming bill of Rs. 6.20 crores for work done.	<p>(i) M/s Innovators Façade Systems Limited was allotted the aluminum glazing work for Uniworld Towers Commercial Project, Sector 48, Gurugram, on 07.09.2012 for an amount of Rs. 5.32 Crore.</p> <p>(ii) As per the ledger accounts prepared for the year FY 2015-16 during the tenure of the erstwhile Management, amounts of Rs. 35.26 lakh and Rs. 28.89 lakh are reflected as payable to the Agency whereas the Agency is demanding an amount of Rs. 6.20 Crore.</p> <p>(iii) The Government appointed Board deliberated the issues of such unsettled claims of the Operational Creditors in Chapter 3 of the Resolution Framework, according to which these legacy</p>

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						<p>cases would be considered under the "Claim Management/ Settlement Policy", subject to the approval of this Hon'ble Court.</p> <p>(iv) It is submitted that after the legacy claims of the Contractors are determined under the "Claim Management Policy", the payment of the due amounts are proposed to be governed as per the waterfall mechanism as explained in Chapter 7 of the Resolution Framework.</p>
13.	03.05.2023	93115 of 2023 93117 of 2023	Kaustubh Shukla	M/s Menforce Enterprises	Direct payment of outstanding amount along with interest and conduct verification process through PMCs	-do-
14.	16.05.2023	104512 of 2023	Kaustubh Shukla	Precision Engineers Kolkata	Direct payment of outstanding amount along with interest and conduct verification process through PMCs.	<p>(i) The Verification of the outstanding amount has already been completed by the Project Management Consultant (PMC) on 23.06.2023.</p> <p>(ii) As regards the permission to take away the Contractor's material from the site, the Management's permission has already been granted on 10.08.2023 for taking out the material/ inventories of the Agency.</p> <p>(iii) Regarding the payment of outstanding dues, the same would be dealt with as per the waterfall mechanism detailed in Chapter 7 of the Resolution Framework, which is already submitted before the</p>

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						Hon'ble Supreme Court.
15.	07.08.2023	153590 of 2023	Amrita Sarkar	Sasumorov Enterprises Pvt. Ltd.	Intervention application by operational creditor of SVS Buildcon.	(i) The project, under which M/s Sasumrov Enterprises Private Limited is claiming its outstanding payment, is being steered by M/s SVS Buildcon Private Limited which is a Joint Venture (JV) between Unitech Group and Collage Group. (ii) Creditors of the said JV project can be considered only after completion of the project and offer of possession.
16.	25.10.2023	212964 of 2023	Abhay Singh	Aakrav Infratech Pvt. Ltd.	Permit removal of machinery and assets from the project site South Park, Gurugram	The Contractor has already been allowed to remove the machineries on 27.10.2023.
17.	03.05.2023	93141 of 2023	Shankar Diwate	Shinryo Suidha Engineers India Pvt. Ltd.	Intervention being a necessary and essential party	Contractor claims to have executed the air conditioning work for M/s Gurgaon Recreation Park Ltd. Payment of outstanding, if any, will be dealt as per the waterfall mechanism proposed in Chapter 7 of the Resolution Framework.
18.	14.02.2024	_____ of 2024	Shankar Diwate	Shinryo Suidha Engineers India Pvt. Ltd.	Seeking direction to Commercial Court to continue with the proceedings in the Execution Petition No. 1061 of 2022 pending at the District Court Gurugram.	Claims of Contractor, if any, will be dealt as per the waterfall mechanism proposed in Chapter 7 of the Resolution Framework.

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
19.	05.01.2024	_____ of 2023	Abhay Singh	Sanvik Engineers India Private Limited	To implead and protect the interest of Contractors.	Payment of outstanding, subject to verification, will be dealt as per the waterfall mechanism proposed in Chapter 7 of the Resolution Framework.
110.		96157 of 2021 100070 of 2021 153005 of 2021 68334 of 2022 103115 of 2022	Kaustubh Shukla	42 contractors	Seeking identical reliefs, summarized as below: (i) Direct release of outstanding amounts payable along with interest; (ii) Direct Unitech to release the outstanding on pro-rata basis; and (iii) Direct Unitech to conduct three stage verification process.	(i) Verification of outstanding amount has already been completed by the Project Management Consultant (PMC) on 23.06.2023. (ii) As regards the permission to take away the Contractor's material from the site, the Management's permission has already been granted for taking out the material/ inventories of the Contractor. (iii) Payment of outstanding dues can be made only as per the waterfall mechanism detailed in Chapter 7 of the Resolution Framework. (iv) Further, it is highlighted that 02 related parties have also filed their claims in IA No. 96157 of 2021 and 103115 of 2022. The new Management has already submitted, in Chapter 7 of the Resolution Framework, that no payment will be processed for any related party.
J	Creditors					
J1.	23.02.2023	170473 of 2021 170476 of 2021	Sandeep Devashish Das	Stephenson Harwood LLP	Claim of Rs. 2.45 crores for professional services before English Courts	The new management has no details available on the subject.

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
J2.	16.11.2022	126367/2022 & 78989/2024	Ashutosh Garg	M/s. Grand Housing Pvt. Ltd.	Intervention Application	Matter is already under investigation by the Enforcement Directorate, New Delhi.
J3.	Aug - 2020	84255 of 2020	Jasmine Damkewala	IDBI Bank, LIC, Canara Bank	Intervention.	(i) IDBI had sanctioned Bill Discounting Facility to Unitech. The matters pertaining to loans by the IDBI and the Canara Bank are under investigations by the CBI. (ii) Forensic Auditors' report has not been made available to the new Management. It is only with the Investigation Agencies (i.e. ED) (iii) The cases of all the Secured creditors need to be taken up separately following certain principles for One-Time Settlement.
J4.	Jan - 2021	6512 of 2021			Provide a copy of forensic audit report	
J5.	Jan - 2022	9494 of 2022			Pay outstanding dues in priority over other creditors from the receivable dues	
J6.	07.02.2023	28098 of 2023			Encumbered land parcels not to be monetized/ constructed/ sold	
J7.	06.03.2023	50055 of 2023		IDBI	Permission to sell mortgaged property and clarification that moratorium does not apply to sale of mortgaged property.	The cases of all the Secured creditors would have to be taken up separately following certain principles for One-Time Settlement. The Vendor Bill Discounting facility is already under investigations by the CBI. The Management does not support the prayers made herein.
J8.	11.05.2023	100111 of 2023	Juris Corp	DBS Bank	Direct management to consider the claim in the RF.	The new management has no details available on the subject.
J9.	10.08.2023	157840 of 2023	Devendra Singh	Troilus Hospitality	Inter-corporate Deposit Rs. 1.3 Cr.	The new management has no details available on the subject.

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
J10.	10.08.2023	157823 of 2023	Devendra Singh	Talent Marketing	Inter-corporate Deposit Rs. 25 Lakhs	The new management has no details available on the subject.
J11.	27.07.2020	69132 of 2020 and 69135 of 2020 in SLP Cri 5978-79 of 2017	Dua Associates	JM Financial Asset Reconstruction Company Ltd.	(a) Direct company to provide a copy of the RF (b) Permit applicant to make suggestions to RF (c) Direct that any order pursuant to RF would not adversely affect the rights and interest of applicant.	(i) Copy of the RF is already available on the Company's website. Suggestions have also been received and summarized. (ii) The cases of all the Secured creditors would have to be taken up separately following certain principles for One-Time Settlement. (iii) The management does not support the prayer.
J12.	23.06.2020	57053 of 2020 59094 of 2020 (implead)	Ashish Virmani	Dyntech Enterprises Pvt. Ltd.	Direct Unitech and its subsidiary Gurgaon Recreation Park Ltd. and Unitech Realty Pvt. Ltd. to pay the amounts with interest or in the alternative permit execution of arbitration cases as well as award arising thereof.	The applicant is understood to have executed some DG sets related works in Commercial Hotel Complex and Group Housing complex of Uniworld Gardens-II in Gurgaon. Subject to final decision of the Hon'ble Supreme Court, payment of outstanding, if any, will be dealt as per the waterfall mechanism proposed in Chapter 7 of the Resolution Framework.
J13.	11.09.2020	90523 of 2020 117154 of 2019 (implead) 90527 of 2020	DSK Legal	Suraksha Asset Reconstruction Limited	Permit applicant to make submissions regarding suggestions to the RF; Permit applicant to carry on	(i) Suraksha ARC has already committed to accept the general principles based on which the issues of other Secured Creditors would be settled. (ii) The cases of all the Secured creditors may have to

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
		(addl docs)			work qua mortgaged projects in accordance with Restructuring Agreement dated 17.11.2017; Permit the Applicant to recover the dues pertaining to the Applicant and its related entity as well as the Original Loans.	be taken up separately following certain principles for a possible One-Time Settlement.
J14.	21.08.2020	79842 of 2020	Liz Mathew	Cruz City Mauritius Holdings	Allow Intervention/impleadment in order to enable applicant to make submissions on the proposed RF and its implications on the applicant.	Matter is already under investigation by the Enforcement Directorate, New Delhi.
J15.	24.02.2021	29922 of 2021	Rajesh Kumar	Alchemist Asset Reconstruction Company	Secured creditor for Joint Venture Projects situated in Bhopal and Dehradun. Seeking exclusive right to recover the debt from the assets mortgaged as collateral.	The Hon'ble Court may direct the ARC to enter into discussions with the Joint Venture Companies executing the Dehradun and Bhopal Projects to arrive at a One-Time Settlement.
J16.	14.02.2021	29915 of 2021	Rajesh Kumar	Punjab National Bank	Secured creditor for Joint Venture Projects situated in Bhopal. Seeking exclusive	-do-

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
					right to recover the debt from the assets mortgaged as collateral.	
J17.	02.04.2024	80849 of 2024	Yash S Vijay	Indian Overseas Bank	Secured creditor for Joint Venture Projects situated in Bhopal. Seeking right to recover the debt from the assets mortgaged as collateral.	-do-
J18.	29.04.2024	1346 of 2024 1347 of 2024	Vikas Kumar	Kotak Mahindra Bank Limited	(i) Allow the present application to direct the new Board of Directors of M/s. Unitech Limited to provide the information relating to the refund and possession status of the allottees (borrowers) and treatment given to the Units under the resolution framework more specifically as requested vide email dated 25.11.2023 regarding respective Units which were sought from them vide Communication dated 25.11.2023; and/or (ii) Direct the New Board to	(i) Homebuyers had availed home loan facility from M/s PNB Housing Finance Limited and had subsequently entered into a tripartite agreement with Unitech Limited along with PNB Housing Finance Limited. (ii) Regarding the assignment of loan accounts of PNB Housing Finance Limited in favour of Kotak Mahindra Bank Limited, the new Management is unaware of any such development as the said assignment of Housing Loans extended to the Homebuyers of Unitech by PNB Housing Finance in favour of Kotak Mahindra Bank Limited has taken place during the tenure of the new Management without any information to the new Management. (iii) Further, no consent or approval of Unitech was ever sought from Unitech either by PNB Housing Finance Limited or Kotak Mahindra Bank Limited

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
					<p>transfer any refund that may be proposed to be done in the event of cancellation of booking(s)/Allotment(s) directly to the accounts of the Applicant; and/or</p> <p>(iii) Direct the board of directors of M/s. Unitech Ltd to extent necessary cooperation to the applicant bank including providing of requisite documents relating to the Units under charge enabling the applicant bank to take necessary legal recourse to recover its loan amount;</p>	<p>prior to assignment of the loan accounts from PNB Housing Finance to Kotak Mahindra Bank.</p> <p>(iv) The lien in respect of the Housing Units in lieu of loan has been created by the concerned Homebuyers in favour of the lender (PNB Housing Finance). A joint request has to come from PNB Housing Finance and the Allottee concerned to now change the lien in favour of Kotak Mahindra Bank Limited. No such requests have been received from the original lender and the allottees.</p>
K	Other Applicants					
K1.	14.03.2022	37025 of 2023	Kumar Mihir	Rohan Kumar Gupta & Ors.	<p>(i) To pay service tax @ 3.75%</p> <p>(ii) Direct new Management not to charge 9% interest on the customers who have availed part refund.</p> <p>(iii) Open project escrow</p>	<p>(i) Detailed response on this issue is given at Annexure-1.</p> <p>(ii) The Hon'ble Court has already allowed payment of the partially refunded amount without any interest up to 15.02.2024 vide its orders dated 03.11.2023.</p> <p>(iii) The new management has already introduced a system of Project Accounting as directed by the</p>

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
					<p>account and collect all monies therein. After completion of project surplus be refunded to refund seeking customers.</p> <p>(iv) Grant liberty to applicants to seek compensation @ 12% as per NCDRC.</p>	<p>Hon'ble Court and the balance receivables from the Homebuyers are being credited to the project specific collection accounts.</p> <p>However, keeping in view that there are a number of highly deficit projects, the Management has no option but to utilize the surpluses generated from certain other projects to meet the requirement of funds for completion of the deficit projects.</p> <p>(iv) The Management has committed to complete and deliver the Units to the Homebuyers at the same price at which these were booked in spite of 2/3x increase in construction costs. This commitment has been made with the condition that the Company will not be able to pay any delay interest/ compensation. This proposition has already been recognized by the Hon'ble Court vide its orders dated 01.02.2023. Hence, it is not feasible to accept this prayer.</p>
K2.	22.02.2023	153915/2022	Amrita Sarkar	Amit Kohli	Objections to RF and payment of interest to homebuyer/ decree holders.	Customer has already been refunded 100% principal amount in Unitech Pioneer JV matter. Now claiming interest. The management cannot support the Prayer.
K3.	17.08.2020		Ms. Shobha Gupta	Objections to RF		To be taken up during adjudication of RF.
K4.	29.07.2020 23.08.2021	70286 of 2020/ 104012 of 2021/ 104097 of 2021	Karanjawala & Co.	Dalmia family Trust, Ajay Poddar, Rajini Poddar	To clarify that order dated 20.01.2020 will not stand in the way of NCLT deciding the	Reply to the IA has already been filed. It is requested that the same may be taken up separately and decided on merits of the case.

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
	23.08.2021				case as well as to institution of arbitration proceedings.	
K5.	13.01.2021 Aug – 2022 14.01.2025	79304 of 2020 5463 of 2021 _____ of 2025	Jasmine Damkewala	Carnoustie Management India Pvt. Ltd.	Intervention - Additional facts - Clarification of order dated 18.03.2022 regarding bail of Rajesh Malik Intervention Application filed on 14.01.2025 seeking possession 29 plots allotted in UGCC, Noida.	Matter is already under investigation by the Enforcement Directorate, New Delhi. The Management has also filed an IA No. 50706/2021 against M/s Carnoustie Management Pvt Ltd, which may be taken up with the said IA of the applicant, for necessary directions.
K6.	03.05.2023	92702 of 2023	Arup Bannerjee	APIIC	Clarification of order dated 12.04.2023 of the Hon'ble Supreme Court that 50% amount payable by APIIC is to be paid from Rs. 270 crores deposited by Unitech.	Hon'ble Supreme Court order dated 12.04.2023 reads as under: "3. In the facts and circumstances of this case, we are of the view that it would be appropriate to direct that 50% of the Stamp Duty shall on being assessed to duty by the competent authority be paid by Unitech Limited, while 50% of the Stamp Duty shall be paid by APIIC. The payment shall be made within a period of two weeks of the date of assessment". The above IA appears to have been filed by APIIC to delay the Arbitral proceedings and execution of the Award. Unitech Limited has been repeatedly writing to the APIIC to get the applicable Stamp Duty on the registration of the Development Agreement assessed from the concerned authority so that Unitech pays the

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
						same. However, APIIC has not taken any action in the matter in spite of the fact that even the Arbitral Award has been announced on 28.09.2024. APIIC is in willful contempt of orders passed by this Hon'ble Court.
K7.	11.08.2023	158356 of 2023	Madhusmita Bora	S Lavanya	Cricket Ground over 3.5 acres on Unitech land. Prayer not to evict the applicant for 2 years.	This is an Unauthorized Encroachment, and the management has expressed its inability for continuation of the activity. The Lease Deed was executed for use of the subject land as a Cricket Ground from January 2018 to November 2018. Applicant is holding on to the possession of the land despite the period of lease deed already over in November 2018. The Applicant-petitioners continue to use the same for a Cricket Academy as a commercial venture, being managed on charging considerable sums from the users without paying any amount to Unitech. They have already been requested to vacate the premises by August 2023 as development of the area has to be undertaken by the new Management for which possession of area is required. More than 1½ years has elapsed thereafter, but the area has not been vacated. The Hon'ble Court may kindly direct immediate handing over of possession to Unitech within 1 week. The Applicant's request cannot be accepted.
K8.	14.08.2023	160626 of 2023 160629 of 2023	Delhi Law Chambers	Nirmal Hora (deceased)	Application for substitution of legal heir and intervention for claiming refund of 72 lakhs.	The petitioner is the niece of the deceased FD Holder and she is seeking substitution for claiming refund of FD on the basis of an unregistered Will. Unitech cannot entertain the request on the basis of an unregistered

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
						Will. Alternatively, the petitioner can obtain the succession certificate from the competent authority based on which her request can be processed.
K9.	14.08.2023	160635 of 2023	Surender Singh Hooda	Havelock Developers Ltd.	Unitech to resolve the issue regarding 6 acres of land which was to be developed pursuant to MOU	Unitech's erstwhile Management had entered into an agreement to develop 06 acres of land as an IT/ ITES Project. The said project never took off. Subsequently, non-executable Agreement was also signed, which again remained a paper only. No 3 rd party rights have been created in the said Project. The new Management has no objection to work out an alternate proposal for development of the project in collaboration with the landowner as a Group Housing Project, if agreeable.
K10.	18.08.2023	163948 of 2023 164059 of 2023	Aman Raj Gandhi	Naresh Kempanna	Exemption from depositing Rs. 56.11 cr. Recall of order dated 23.03.2023	The Applicant-Petitioner has not deposited the amount despite directions from the Hon'ble Court. The Hon'ble Court had cautioned the applicant during the hearing on 09.10.2023 and issued notice for contempt. Applicant may kindly be directed to pay the amount upfront since the same has not been paid despite lapse of more than 1 year from the date of the order.
K11.	31.08.2023	176991 of 2023	Samir Malik	Dakshin Haryana Bijli Vitran Nigam (DHBVN)	Clarification of order dated 20.01.2020 regarding moratorium's effect on statutory dues.	Unitech has filed an IA No. 95906 of 2021 qua five departments of Government of Haryana i.e. (i) Department of Urban Estates, (ii) Department of Town & Country Planning, (iii) Dakshin Haryana Bijli Vitran Nigam, (iv) Gurgaon Metropolitan Development Authority, and (v) Municipal Corporation of Gurgaon. The issue being raised by the DHBVN in their IA is

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
						covered in the said IA, which may be taken up for adjudication on merits separately.
K12.	02.09.2023	178885 of 2023 178886 of 2023	Aarthi Rajan	Priadarshini	Refund of Rs. 25.00 Crore.	The re-conveyance of 30.71 acres has already been executed. The amount of Rs. 25.00 Cr. together with accrued interest, has already been refunded to M/s Priadarshini Foundations by the Hon'ble Supreme Court vide its orders dated 26.04.2024.
K13.	21.07.2023	7750 of 2021 in SLP Cri 5978-79 of 2017 158534 and 158535 of 2024	Hima Lawrence	Devas Global	To allow registration of balance land as per MoU dated 02.01.2018.	(i) The new Management supports the application for execution of Conveyance Deed in respect of the balance land provided the total consideration, as per the MoU (Rs. 7.8 Crore per acre) is paid by M/s Devas Global to Unitech Limited. (ii) Further, Col. Khaira along with Mr. Naresh Kempanna be directed to cooperate and execute the relevant documents as the land stands in the name of Col. Mohinder Singh Khaira as he was holding the same in his name for and on behalf of Unitech Limited.
K14.	16.08.2022	115357 of 2022 in SLP Cri 5978-79 of 2017	Pritha Srikumar Iyer	M/s Pioneer Urban Land and Infrastructure Ltd.	Direct the Registry to return a sum of Rs. 9,79,00,252 along with interest that has accrued on the sum of Rs. 40 crores that had been deposited by the applicant. Permit the applicant and the	The new Management has no objection if the balance amount of Rs. 23.80 Lakh is refunded subject to refund of principal amount to another customer named as Rani Ranjit Kamran (@F1) and further subject to an undertaking to make payment in respect of any further future claims from homebuyers of the said project.

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
					new Board to sell 39 units of the Joint project.	
K15.			Braj K Mishra	SREI Infrastructure	IA for bringing on record additional facts and documents on record	No comments required as the IA is merely to inform that the NCLT has appointed IRP for SREI.
K16.	01.11.2023	227119/2023 Reply	Aman Gupta	Col. Mohinder Singh Khaira	Affidavit of Col. Mohinder Singh Khaira in response to notice dated 09.10.2023	Applicant has not deposited the amount despite directions from the Hon'ble Court. The Hon'ble Court had cautioned the applicant during the hearing on 09.10.2023 and issued notice for contempt. Applicant may kindly be directed to make upfront payment of the amount of Rs. 41.96 Cr along with 9% interest since the same has not been paid despite lapse of more than 1 year from the date of the order.
K17.	03.05.2018	66759 of 2018 in SLP Cri 5978-79 of 2017	Anil Katiyar	Principal Commissioner of Income Tax	Permit applicant to recover tax dues	The management has detailed the settlement of claims of various Authorities in Chapter 7 at Clause 7.6. Permitting any Authority to recover their dues at this stage will jeopardize the cash flows required to meet the construction costs for completion of the pending units/ unfinished projects.
K18.	04.11.2023			Sunita Koul	Transfer applicant's booking in Unitech Sector 70 project to Uniworld Resorts Bangalore on the terms and conditions of the latter project	Swapping of Units has been dealt with in Chapter 4 clause 4.10.3. The management is not in a position to transfer allotments from one project to another unless the project is abandoned. However, keeping in view the merits of the case, the Management would not be averse to permitting such

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
						shifting from Gurgaon to Bangalore provided the Applicant is agreeable to accept the allotment of a Unit of the size available in Bangalore Project at the rates at which the Unit was booked in Gurugram.
K19.	17.09.2018 10.09.2018	134806 of 2018 129870 of 2018 in SLP CrI 5978-79 of 2017	Preeti Singh			Copy of the IAs has not been provided for which the Ld. AOR for the applicant has already been requested.
K20.	08.11.2023	234374 of 2023	Vrinda Bhandari	Chetram Meena	Intervention IA seeking revocation of suspension of the applicant, Assistant Superintendent (Jail), by Director General, Prisons vide order dated 13.10.2021	Does not pertain to Unitech. Hence, no comments. This IA has been de-tagged from the Bunch matters/ IAs vide this Court Orders dated 22.11.2024.
K21.	21.04.2023 11.11.2023	83191 of 2023 237540 of 2023	Rachna Gupta	Orchid Corporate Service Pvt. Ltd.	Intervention IA seeking direction to allot Plot No. 26 in Street No. 8, The Willows in lieu of flat No. 102 Tower No. 1 in Amber Group Housing project	Swapping of units are not permissible for projects that are already taken up for construction, therefore, the said request cannot be processed.
K22.	27.11.2023	_____ of 2023	TRB Sivakumar	Meenakshi Kumar	Intervention application seeking Impleadment of M/s Kotak Mahindra Bank as an impleader.	(i) The homebuyer/ petitioner had availed home loan facility from M/s PNB Housing Finance Limited and had subsequently entered into a tripartite agreement with Unitech Limited along with PNB Housing Finance Limited.

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
						<p>(ii) Regarding the assignment of loan accounts of PNB Housing Finance Limited in favour of Kotak Mahindra Bank Limited, the new Management is unaware of any such development as the said assignment of Housing Loans extended to the Homebuyers of Unitech by PNB Housing Finance in favour of Kotak Mahindra Bank Limited has taken place during the tenure of the new Management without any information to the new Management.</p> <p>(iii) Further, no consent or approval of Unitech was ever sought from Unitech either by PNB Housing Finance Limited or Kotak Mahindra Bank Limited prior to assignment of the loan accounts from PNB Housing Finance to Kotak Mahindra Bank.</p> <p>(iv) The lien in respect of the Housing Units in lieu of loan has been created by the concerned Homebuyers in favour of the lender. It is for the Homebuyer and the Lender to approach Unitech to amend the tripartite agreement in favour of Kotak Mahindra Bank.</p> <p>(v) In view of the above, the new Management is not in a position to comment on the said IA.</p>
K23.	23.12.2023	___ of 2023	Shekhar Kumar	M/s Shantiniketan Buildcon Private Limited	To take over the construction on the balance land available in Sector 144, Noida in view of recovering its outstanding	Reply to the said IA is being filed separately for decision on the merits of the case.

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
					amount against a Joint Development Agreement dated 08.06.2014.	
K24.	20.01.2024	2908 of 2024	S.S. Rebello	De Souza Hotels Private Limited	Land Aggregator seeking release of outstanding amount of Rs. 7.99 Crore along with compound interest @ 9% p.a.	In respect of the claims for such outstanding payments, the same would be considered as legacy claims which will be determined under the "Claim Management Policy". Payment of the due amounts would be governed as per the waterfall mechanism as per Chapter 7 of the Resolution Framework.
K25.	21.03.2024	_____ of 2024	Ashutosh Garg	Grand Housing Private Limited	To purchase the land parcels situated in Nendunkundrum, Chennai, as agreed between the parties vide letter of acceptance dated 17.08.2017.	The matter is under investigation by the Enforcement Directorate. The purported associated Companies, as mentioned in the letter of acceptance, are under attachment by the ED vide PAO No. 03 of 2022 dated 14.02.2022.
K26.	22.11.2024	_____ of 2024	Aman Gupta	Col. Mohinder Singh Khaira	Seeking payment of claim amounting to Rs. 42.38 Crore towards commission/ brokerage services provided by the petitioner for purchase of land parcels by Unitech Group.	Petitioner has not attached any Agreement/ Document whereby it is established that he was engaged as a Commission agent/ Broker for any services and the agreed fees to be paid to him. It is for the 1 st time that the petitioner has raised this claim before the Hon'ble Supreme Court, which is denied in entirety. It appears that the petitioner has filed this IA primarily with an intent to defeat the orders and directions dated 23.03.2023 of this Hon'ble Court whereby he is under directions to refund an amount of Rs. 41.96 Crores

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
						along with 9% interest to Unitech.
K27.	13.12.2024	124834 of 2024	Pranab Prakash	SMC Global Securities Limited	<p>A registered Stock Broker, who acted as a Facilitator to accept documents, cheques and deposit the same with Unitech Limited for issuance of Fixed Deposits in favour of various clients.</p> <p>Since Unitech has not re-paid the maturity amount, the said customers have now filed Legal cases against the applicant.</p> <p>Direct Unitech Limited's new Management be made party to these cases.</p>	<p>The repayment to the FD Holders of Unitech are only done under the directions of this Hon'ble Court and therefore no separate application can be processed.</p> <p>Further, the court proceedings referred in the application are cases wherein the customers have made specific prayer against the applicant i.e. M/s SMC Global Securities Limited and not Unitech Group. Hence the prayer in the said IA cannot be accepted.</p>
K28.	16.12.2024	_____ of 2024	Faisal Sherwani	Parmesh Construction Co. Ltd.	(a) Reinstate the bid process of ECL and strike down Letter dated 17.07.2024 issued by ECL pursuant to the decision of Board of Directors of Unitech closing the public process of	Reply to the said IA is being filed separately for decision on the merits of the case.

Sr. No	Date of receipt of email	I.A. Nos.	Filed by AOR	Customer/ Applicant Name	Prayer	Management's response
					<p>disinvestment;</p> <p>(b) Direct that the process of disinvestment of ECL, wherein Unitech Holdings Ltd holds 41.95% shares, be proceeded with further and without interference by Unitech and be completed in a time bound manner;</p> <p>(c) Direct Unitech to not interfere with the Bid Process and enable the sale of balance shares of shareholders in ECL, including 41.95% shares of Unitech Holdings Ltd in ECL;</p>	

Annexure -1

(to be read with reference to the IA mentioned under K.1)

1. The Hon'ble Supreme Court had directed vide its order dated 17.08.2022 extracted as under:

“11 In view of the above recommendations, we pass the following order:

- (i) Funds receivable from homebuyers and from unsold inventory be committed only for construction purposes and should not be diverted for any other purpose to ensure uninterrupted construction (subject to such further orders as may be passed by this Court periodically);
- (ii) The Revised Payment Plan proposed by the Management of Unitech in terms of which the home buyers would be required to make payments shall be uploaded on the web portal of Unitech within forty-eight hours;
- (iii) The home buyers who wish to make their suggestions in response to the proposed payment plan would be at liberty to email them to the Board of Management of Unitech; CA 10856/2016
- (iv) The suggestions, if any, that are received will be collated and placed before this Court separately so as to facilitate the passing of orders by this Court in regard to the payment plan to be adhered to by the home buyers;
- (v) The Board of Management shall together with the payment plan also upload Document IV (contained in the working papers before this Court) containing the tentative time-line for the completion of the residential projects; and
- (vi) The Board of Management has also sought a direction to the banks to ensure the timely release of unpaid home loans already sanctioned to homebuyers. In the event that the home buyers have any suggestions in that regard, the same may be placed before the Board of Management of Unitech in the same manner as indicated above, which will be considered on the next date.”

2. The Homebuyers' response on the issue of payment of Service Tax/ GST and the management thereto is given below:

GST	<p>A total of 102 emails pertain to GST. Homebuyers have raised following points:</p> <ul style="list-style-type: none">(i) Service Tax of 3.09% was applicable at the time of booking of the residential Unit. GST of approx. 5% has come into force much later and is becoming applicable primarily due to inordinate delay in the project.(ii) As in the case of Amrapali, Hon'ble Supreme Court may order GST amount equivalent to applicable Service Tax at that time to be payable by the Homebuyers. In Amrapali, the court receiver is charging Service Tax/ GST @ 3.75% as specified by Hon'ble Supreme court.
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	<p>(iii) The burden of increased tax liability due to applicability of GST should be borne by Unitech and no extra burden should be put on Homebuyers as they have suffered a lot due to delay. A tax difference of 2% will be there on this account.</p>
<p>Management Response</p>	<p>A. Background</p> <p>(i) The incidence of Service Tax on Residential Properties was levied for the first time from 01.07.2010, vide Notification No. 01/2006–ST dated 01.03.2006, issued by the Ministry of Finance, further amended vide Notification No. 29/2010–ST dated 22.06.2010. The rate of Service Tax was 10% but the effective rate was only 2.5% since the Taxable Value was kept at 25% of the amount charged from the Homebuyers. In addition, Education Cess @ 3% of the Service Tax amount was also applicable.</p> <p>(ii) From 01.04.2012, the rate of Service Tax was revised from 10% to 12%. In addition, Education Cess @ 3% of the Service Tax amount was also applicable. However, on the basis of Notification No. 26/2012-ST dated 20.06.2012, and Notification No. 02/2013-ST dated 01.03.2013, the tax structure was further classified on the basis of carpet area and the amount charged for the Units, as mentioned herein below:</p> <p>(a) In case the carpet area is less than 2,000 square feet and the amount charged is less than Rs. 1.00 Crore for each Unit, the Service Tax would be levied on 25% of the amount charged from the Homebuyers.</p> <p>(b) In rest of the cases, the Service Tax would be levied on 30% of the amount charged from the Homebuyers.</p> <p>(iii) The rate of Service Tax was further revised to 14% subject to the same conditions as enumerated above, with effect from 01.06.2015. However, the incidence of Education Cess was withdrawn.</p> <p>(iv) From 15.11.2015, Swachh Bharat Cess (SWC) @ 0.5% of the taxable value was made applicable, making the total Service Tax Liability @ 14.5%.</p> <p>(v) All types of Construction Complexes were notified to pay Service Tax on 30% of the Gross Value from 01.04.2016, vide Notification No. 08/2016 – ST dated 01.03.2016.</p> <p>(vi) From 01.06.2016, Krishi Kalyan Cess (KKC) @ 0.5% of the taxable value (30% of gross value) was made applicable, taking the total Service Tax Liability @ 15%. This position remained effective till 30.06.2017 when GST was introduced from 01.07.2017.</p> <p>(vii) The incidence of Service Tax and other accompanying Cesses, as applicable on Residential and Commercial Properties, is tabulated herein below for clarity:</p>

Sr. No.	Period	Service Tax	Education Cess on ST	SWC	KKC
1	01.07.2010 to 31.03.2012	10%	3%	-	-
2	01.04.2012 to 31.05.2015	12%	3%	-	-
3	01.06.2015 to 14.11.2015	14%	-	-	-
4	15.11.2015 to 31.05.2016	14%	-	0.5%	-
5	01.06.2016 to 30.06.2017	14%	-	0.5%	0.5%

B. Response to the Observations/ Suggestions

- (i) When GST was introduced for the first time with effect from 01.07.2017, the GST on the residential and commercial properties was fixed @ 12% of the gross value whereas in case of affordable housing, it was 8%. There also existed a provision of Input Tax Credit (ITC) on the inward goods and services, which could be adjusted against the outward services while paying GST thereon. This position remained effective upto 31.03.2019.
- (ii) The above position was changed with effect from 01.04.2019 vide Notification No. 03/2019-CT(Rate) dated 29.03.2019, whereby the Developer/ Promoter was given one-time option to avail one of the following options in respect of the on-going Projects.
- (a) 5% GST flat rate (1% in case of affordable housing) without availability of Input Tax Credit (ITC); or
- (b) 12% GST (8% in case of affordable housing) with availability of Input Tax Credit (ITC).
- (iii) The term “on-going project” has been defined in the aforesaid Notification No. 03/2019-CT(Rate) dated 29.03.2019. A project which meets all of the following conditions would be considered as an on-going project:
- (a) *Commencement certificate in respect of the project, where required to be issued by the competent authority, has been issued on or before 31st March, 2019, and it is certified by any of the following that construction of the project has started on or before 31st March, 2019:*
- *an architect registered with the Council of Architecture constituted under the Architects Act, 1972 (20 of 1972); or*
 - *a chartered engineer registered with the Institution of Engineers (India); or*

	<ul style="list-style-type: none"> ▪ <i>a licensed surveyor of the respective local body of the city or town or village or development or planning authority.</i> <p>(b) <i>Where commencement certificate in respect of the project, is not required to be issued by the competent authority, it is certified by any of the authorities specified in sub clause (a) above that construction of the project has started on or before the 31st March, 2019;</i></p> <p>(c) <i>Completion certificate has not been issued or first occupation of the project has not taken place on or before the 31st March, 2019;</i></p> <p>(d) <i>Apartments being constructed under the project have been, partly or wholly, booked on or before the 31st March, 2019.</i></p> <p><i>Explanation:</i></p> <p><i>For the purpose of sub- clause (a) and (b) above, construction of a project shall be considered to have started on or before the 31st March, 2019, if the earthwork for site preparation for the project has been completed and excavation for foundation has started on or before the 31st March, 2019.</i></p> <p>(iv) Since the erstwhile Management did not exercise the option for paying 5% GST within the fixed timeline i.e. upto 20.05.2019 and, on the other hand, it specifically opted to pay GST @ 12%, vide Unitech's letter dated 20.05.2019 addressed to the Commissioner, CGST, Gurugram, the option to pay 5% GST at this stage is not available to the Company from 01.04.2019 onwards under the said notification dated 29.03.2019. Moreover, any switchover to the 5% regime, even at the directions of the Hon'ble Court, would have higher financial implications for the Unitech Group.</p> <p>(v) Hon'ble Supreme Court, vide its order passed in Writ Petition (Civil) 940 of 2017 in <i>Bikram Chatterji & Ors. Vs. Union of India & Ors.</i>, is reported to have observed that no GST is applicable. However, Service Tax is applicable. For the computation of Service Tax, the rate prevailing in 2014 shall be applicable for all the buyers. The rate of Service Tax which prevailed at that time was 3.75% and for all purposes, 3.75% will be calculated for all outstanding dues.</p> <p>The above order of the Hon'ble Supreme Court has widely been reported in different sections of the media. The computation carried out by the Court Receiver, in terms of the said Order, has been uploaded on the Court Receiver's website, as a part of Guidelines on Calculation of Service Tax and outstanding dues.</p> <p>(vi) It is pertinent to mention here that, in the case of Unitech, all allotments were made/ sales booked when Service Tax regime was in force and the Homebuyers were also charged accordingly as per the prevailing rate of Service Tax as applicable from time to time. The erstwhile management had also defaulted in depositing the entire amount of Service Tax collected by them from the homebuyers. Since the erstwhile Management did not opt for 5% GST module on or before 20.05.2019 in terms of Notification No. 03/2019-CT (Rate) dated 29.03.2019, the GST on the <u>Balance Receivables</u> from the Homebuyers would</p>
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	<p>necessarily have to be charged @ 12% only. The Company is not in a position to bear the extra financial liability that would accrue if the Company charges the GST @ 5% as suggested by some of the Homebuyers since the Company is already absorbing 18% GST on inward supplies of composite services of work contracts and whereas it is charging the Homebuyers @ 12%, thereby adversely adding financial burden to the tune of 6%, owing to the inverted duty structure.</p>
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