

ISSUES & CONCERNS

23rd December 2015

To,
The Managing Director
Urbana,
Bengal NRI Complex Ltd
PO East Kolkata Township Project
Anandapur Kolkata 700 107

Dear Sir/ Madam,

Sub : Issues & Concerns with regard to the "URBANA" Project.

Taking in to consideration our long term friendly relationship with Promoters, We the flat owners feel that justice has not been done with our DREAM HOME. We are placing our Issue and concern before you for immediate steps to commence expeditious and meaningful actions.

1. **Habitual Condition:** We regret to inform the URBANA Management that the issue of the Notice for the Final Payment with Extras was done in November 2015 without ensuring the complete infrastructure facilities of the project i.e. internal roads, general and street lighting, landscaping, sewage treatment plants, garbage disposal plants, water treatment plants and complete electricity supply network , security , firefighting systems, an earmarked parking of the cars for the owners and visitor car parking of the Urbana Acquirers etc. are not completed by you in totality ..

It is observed that the area is still a project site with JCB manufacturing equipment for construction all around the place with uneven clay roads leading towards the tower without proper landscaping , holes and potholes on each side of the clay road where lot of manufacturing vehicles go to and fro making the site dusty. The laborers are working on each tower which does not make safe to move or stay with a family. Even the Urbana Management specifically allows the Apartment owners only on appointment basis to the site with a helmet and a covered shoes which is enough to prove that the site is still a project site and not yet ready for Apartment owners to move in.

We would request to you kindly specify the Infrastructure Deadlines, such as:-

- i. Internal Road
- ii. General & Street Lighting
- iii. Landscaping
- iv. Sewage Treatment Plants
- v. Garbage Disposal Plant
- vi. Water Treatment Plant
- vii. Complete electric supply network
- viii. Security incl. Video door phone
- ix. Fire fighting systems
- x. Earmarked Car Parking
- xi. Visitors Car Parking Area

2. **Agreement for Sale** – Under Section 11(1) of the draft RERA bill the Agreement for Sale has to be entered before accepting any sum of money as an advance payment or deposit . The Agreement shall specify the particulars of development of the project including the construction of building and apartments, along with the specifications and external developments, works, the dates and the manner by which payments towards the cost of the apartment are to be made by the allottees and the date on which the possession of the apartment is to be handed over and such other particulars. Urbana Management has not yet entered into any Agreement for sale with the allottees till date.

As such we request the URBANA Management to enter into Agreement of sale with the Apartment Allottees within a specified time limit of 30 days.

3. **Final Payment with Extras:** It is observed that before raising final claim on us, you have not yet provided us with a copy of the required KMC Work completion certificate, KMC Occupancy Certificate, Fire & Environmental Clearance as well as other required certificates of the URBANA Project duly accepted by the concerned Department of Government of West Bengal, as the company is a Joint Sector company with the Government of West Bengal which hold 26% stake in the company. Further, offering possession without CC, OC ,Fire & Environmental Clearance is illegal upheld by Supreme Court .Kindly provide us with the copy of sanctioned plan and the status of the relevant certificates with documentary proof.

a. Time Line , Tower wise

- i. KMC Completion Certificate
- ii. KMC Occupancy Certificate
- iii. Fire
- iv. Environment Clearance
- v. Any other Clearance , as may be necessary by authorities.

4. **Possession Date:** We would like to know the possession date Tower wise as the project has been delayed by approximately two year. Accordingly, we will make sure that the final payment is made upon fulfilment of the above conditions.

5. **Interest:** As per Section 2(u) of draft RERA Bill, the rate of interest chargeable from the allottee by the promoter shall not be more than the rate of interest which the promoter would be liable to pay the allottee in case of default. Since, the rate of interest chargeable by the URBANA Management to the allottees is 18% p.a and there has been considerable delay from the URBANA Management end the rate of interest payable by URBANA to Allotteess should be 18% p.a.

As per the GTC , the Urbana Management were bound to deliver the Property within 48 month of the sanctioned plan or the Allotment letter which ever is later. Which has not be materialized by you and no valid reasons were advise to us by you in this regard. As you have failed to handover the possession of the flat as well as the car parking space as per the agreement, we would request you to arrange payment of penal interest @18% p.a., on the amount so far received by you from us, for the period i.e 48 month from the sanctioned plan or the allotment letter whichever is later till the date of final possession (after the necessary approvals from KMC is obtained for Completion and Occupancy).

6. **Open Car Park** – As per the GTC the Urbana Plan did not have any Open Car Park, when the proposal for sale was made. It is a contravention to the original plan and hence we jointly object Urbana's proposal to sell open car parks.

7. **Extras & Deposit & Club Fit out :**

- a. **Hidden Changes :** Details of un explained and hidden charges viz-a-viz Security Deposit, Documentation Charges , Gas Charges , Generator charges etc (except service tax , wherever not applicable as per law) raised in you demand notice. The deposit will only be paid after the KMC Completion Certificate and Occupancy Certificate is issued by KMC.
- b. **Club Fit Out Charges :** What is the status of completion of the Club House .Specific Time line required for availability of club services and accordingly the payment will be released.
- c. **Electricity Charges :** The details of the cost to be provided and as per GTC it is mentioned "cost incurred by the company in making arrangements with CESC for giving direct L.T connection to the Apartment Acquirer will be payable to the company by the Allottees/ Apartment Acquirers." Why service tax has been charged on electricity charges.

8. **Service Tax:** Due to delay in completion of the project, the owners are burdened with higher service tax cost and it is non-creditable for most of the owners. The burden of excess service tax after the date of completion as promised by the Urbana Management as per the letter of allotment shall be borne by the Urbana Management and not be burdened on to the Allottees as this default from the Promoter group to deliver.

Further, we have received a notice for payment of service tax for electricity, gas supply, documentation, general facilitates. However we are astonished to see the related demand list. The CESC, GAS Authority and the Lawyers do not charges any service tax.

9. **Window:** Window looks unsafe for children and not as per the plan/ design of the model flat.

10. **Utilities : Please specify the time line for completion**

- a. **Electricity :** Please advise the Status Tower wise.
- b. **Gas :** Please advise the Status Tower wise .
- c. **Water :** What is the status of the water filtration plant & R.O.? Please advise the Status Tower wise
- d. **CCTV & VIDEO DOOR PHONE**

11. **Interior Work :** No charges should be payable for work of Interior otherwise install temporary meter for electric consumption & service lifts to be allowed for lifting material etc.

12. **Car Parking Area:** There is no direct entry from the building to the car parking area which is a major flaw

13. **Maintenance Company :** In the spirit of transparency, please provide the shareholding and directors of Urbana facility Maintenance Private Limited ('UFM') and also provide the list of assets and liabilities being transferred to UFM. Further, please share the list of binding agreements which UFM have signed with any other party including BNCL.

14. **Sub Standard Internal work:** During the recent inspection of the flat/ site we observed that the quality of the material uses for internal is sub- standard and there are many false misleading representation according to the model flat show to us. The snagging list is attached as per Annexure "A"

15. **Carpet Area :** Confirm the percentage difference between the carpet area and the super built-up area for the respective apartments. We would appreciate if the architects certificate certifying the super built-up and carpet area is provided to all the owners.

If you are not able to convince us in this regard in totality, within a reasonable time period of 7 days we would be compelled to raise the issue to the notice of the concerned department of Government of West Bengal as your company/ project is a Joint Sector company of the Government of West Bengal .

Feel free to email your reply to us on urbanabfowa@googlegroups.com or send your reply to the following address
Avinash Malpani , HM Plaza Business Centre , Circular Court, 8,A.J.C Bose Road , Ground Floor , Kolkata , West Bengal
- 700017

Thanking you and looking forward for your immediate positive response.

Warm Regards,

Apartment Allottees

Sl.No	Name & Address	Tower / Flat No.	Mobile No	Signature
1	AVINASH MALPANI	T2-302	9331000140	<i>Avinash Malpani</i>
2	SUVASHIS MUKHERJEE SATARUPA MUKHERJEE	T7-1902	+3164622244	<i>Suvashis Mukherjee</i>
3	Meelan Gupta & Tanusree Gupta	T7/206	9830012582	<i>Meelan Gupta</i>
4	MUNESH SHARMA	T-5-2901/2902 T-6-3802	9830041904	<i>M. Gupta</i>
5	VIVEK BIRANI	T2-1601	9830550502	<i>Vivek Birani</i>
6	Sudhanshu Saxena	T2 0701	9831015952	<i>Sudhanshu Saxena</i>
7	Vilash Billa	T7/2907	9831524333	<i>Vilash Billa</i>
8	NAND KISHORE KOTWARI	T1/2402	9831125740	<i>Nand Kishore Kotwari</i>
9	ABHISHEK SURANA	T4/3202	9830329000	<i>Abhishek Surana</i>
10	Manish Chakrabarti	T1/2204	9830089808	<i>Manish Chakrabarti</i>

*Red
Deliver
23/12/15*



COMMON SNAGGING LIST

- a. Lift lobby, community hall, entrance tiling is very unevenly laid and are full of stains. The finishing is pathetic, there is no aesthetic value to the finishing
- b. There is no shed provided to go to the car park. If it's raining we have to wait or get wet to reach the car park. The building lift is not connected to the basement.
- c. Tiles laying all over the flat and toilet is uneven and the skirting lines are crooked.
- d. Many broken tiles and hollows were identified.
- e. All the true ceiling and walls above the false Ceiling is left un-plastered and rough.
- f. Wall punning and premiering quality is very bad , surfacing is completely worse . Major undulation is seen all over the ceiling and walls.
- g. Cracks and undulations near all the trapdoors have to be rectified.
- h. Wall tiling in the washrooms have heavy hollow and undulations
- i. Scratches all over the wooden flooring in all rooms
- j. Rust in the CP fittings , handles and glass patch fitting were identified
- k. Windows are very disappointing , they are not as shown to us in the model flat. , may be the quality is better but the systems and functions are not practical and functional.
- l. Scratches all over the window sections were identified.
- m. Granite Patti were fixed in small pieces without any finishing . The workman ship is horrible
- n. AC indoor unit installed in the hall with a 4" down set is not acceptable, whatsoever the reason be it can be overcome with small change and relocation.
- o. Service area and maids rooms are given raw , i.e. Without wall punning, heavy undulation is there
- p. The quality of the main door and the internal door is pathetic , the quality of the workmanship is very poor
- q. Exhaust hole for Kitchen Chimney
- r. Drainage pipe from the kitchen
- s. All the flush door fitted with threshold are bend and does not fall / close perfectly.
- t. The commitment was for VRF air conditioning which is replaced with individual split ACs

9