

URBANA

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Points discussed with Urbana Team and the Owners representatives on 26th February 2016, 9 April 2016 and 13 April 2016:

Urbana Management represented by:

- 1 Pradeep Sureka – Director
- 2 R K Agarwal – Director
- 3 Rajendra Bacchawat – Director
- 4 Abhiji Bose – Sr GM Contract and safety
- 5 Bhawna Ash – AGM Operations and Collection
- 6 Arpita Dasgupta – Customer Experience Manager
- 7 Sayani Chatterjee – Legal Executive

Apartment allottees represented by:

- 1 Avinash Malpani – T2-0302
- 2 Tarun Basu T7-3003
- 3 Sanjiv Ganeriwala T2-2601
- 4 Ajay Agarwal – T7-405
- 5 Manish C – T1-2204
- 6 Meelan Gupta – T7-206
- 7 Narayan Shraff – T2-2302
- 8 P N Ojha – T1-1304
- 9 Arpit Suchak – T7-3602
- 10 Susrut Ray – T7
- 11 Nikhil Kothari – T1-2402

These are preliminary issues and the owners reserves the right to add further issues if found appropriate by the apartment owners committee.

Sl. No.	ISSUES RAISED BY APARTMENT ALLOTTEES	RESPONSE OF BNRI
1.	The company should share the list of all the allottees in Urbana along with their contact details (like Tower and apartment number, Mobile number, Address, email ID etc.) with the committee.	Privacy of information cannot be shared.
2.	Urbana should allow allottee to take the apartment for Fit-out with PDC. PDC will be encashed only after it receives the CC, OC and other required approvals and after providing 3D days' notice in writing.	No PDC shall be taken at the time of fit-out. Possession will be given on receipt of completion certificate from principal architect Mr. Stephen Coates or KMC whichever is earlier, along with the payment of balance 20%, as well as all Extras and deposits as per GTC



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3.	Urbana should not enforce any allottee to sign "fit out DECLARATION" (for receiving keys of the apartment) on judicial stamp paper as per the text prepared by them. The document is quite onerous and one sided and therefore should be withdrawn immediately.	Declaration has to be given by the Allottees, but not necessarily on stamp paper.
4.	All the governing rules and regulation of complex should be framed by owners association/ FMC's board where more than 50% of the board is represented by the apartment owners committee. Till such time, the company should refrain from forming any rules and regulation w.r.t to the complex. PS: The owners believe that the member's capacity as mentioned in the occupancy guidelines is not accurate. We request you to please reassess the capacity.	Occupancy Guidelines as made by the company should be followed as it is in the interest of the Allottees. However the owners may suggest amendments for consideration. The owners group have sent the revised Occupancy Guidelines with agreed changes. Most of the changes have been accepted by owners and BNRI, however, w.r.t rates for community hall (including and lawn charges) have been misrepresented. The agreed rates are as under. Please amend the same: COMMUNITY HALL CHARGES (including lawn charges):- Tower 1, 5, and 6 – Rs 5,000/- Tower 2 and 3 - 10,000/- + 7500/- (Lawn Charge) Tower 4 - 7,500/- Tower 7 - 7,500/- + 5000 (Lawn Charge) <ul style="list-style-type: none">• Upto 8 hrs.• Timing: 8 AM to 3:30 PM and 4:30 Pm to 12 AM BNRI has relooked into the guest capacity and confirmed the same as mentioned in the occupancy guideline.
5.	Club charges - Unless the company completes the construction of the Club and makes it useable for the owners, it should refrain from collecting any further cost/ charges from the owners/ allottees. Further, its usage charges shall be determined only after due written approval from the apartment owners committee. In any case,	Expected date of making the club functional is March 2017. In the meantime, all payments would be deposited into the Escrow's bank account. BNRI will share the Escrow's bank account at an appropriate time.



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	the demand falls due only upon possession including all amenities. We can discuss Escrow option as well provided the club is complete within the next 6 months.	
6.	Open Car Park - The Company promised its allottees that the project will have only covered/ basement car parks. The company should stay true to its commitments and refrain from selling any open car park to anyone.	BNRI shall put the request in front of Board of Directors for consideration.
7.	Unless the company has received CC, OC and other required approvals, the company should pay all the necessary charges and taxes including but not limited to municipal corporation taxes . The owners should be asked to pay corporation taxes only after the final possession is granted to the owners post obtaining the OC, CC and other required approvals.	Taxes and other costs shall be paid by BNRI till receipt of CC or OC or Possession to the allottee whichever is earlier.
8.	The project is delayed by almost 2 years and it may take few more months before the project is complete or fit for living. The company should compensate @18% p.a. to from the promised date of possession till the date of final possession.	The reasons for delay in completion of the ongoing construction work were beyond our control; rather beyond anyone's control and could not be prevented even after exercise of best planning and efforts, which comes under the provision of Force Majeure.
9.	Urbana should not enforce any allottee for final payment unless it has obtained CC, OC and other required approvals. Till it obtains these approvals, final demands raised on allottees should be kept in abeyance.	Ref: point no. 2
10.	Other than Marbles and Granite, the company should allow all the allottees to use service elevators to uplift materials. Also it should allow the labours to work between 7AM to 8 PM and 7 days a week.	FMC shall prepare a guideline for lifting of materials and also have a team to supervise the same.
11.	Running and Maintenance ('R&M) of the complex: <ul style="list-style-type: none">R&M charges of the complex should be collected after the company has received the CC, OC and other required approvals.	Maintenance Charges shall be collected after possession only. Electricity charges for interior works shall be taken by BNRI till the individual meter is not installed in respective apartments



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	<ul style="list-style-type: none"> • Electric charges can be collected by Urbana on the basis of unit charges rather than an adhoc rate for doing the interior work. 	
12.	<p>Overall defective workmanship – We believe that the company has compromised in delivering a quality product to its allottees. Further, significant deviations have been noticed in the quality of the apartment as compared to the model apartments and what was promised in promotional document/ documentary. Urbana’s Body’s should appoint and deploy a professional technical team to clear the quality of the product and only thereafter should ask the allottees to carry out SNAGGING. The list of Common Sang are as under:-</p> <ul style="list-style-type: none"> • Window; • Video Door promised as per Specification; • Wooden Flooring instead of MDF flooring as provided; • Quality of marble is not so good; • Door Quality–Wood used & unskilled workmanship; • Main Door has to be locked with a key always there is no provision for secondary locking without the key from inside; • A/c blowers not placed at the right direction; • The height of the Air Condition installed is at 4” which should be moved to 6” to allow for false ceiling; • Car washing bay / Inlet and outlet for car washing in underground parking; • Kitchen- the outlet pipeline for the kitchen chimney cannot exit straight to the open. There are multiple ups and down and curves which should be properly installed. 	<p>Allottees are invited to do the individual snagging of their respective apartments and the same will be taken care of. BNRI has provided all materials from the reputed vendors.</p>
13.	<p>The company should allow us to use the office space at ‘Urbana Site’ for the purposes of conducting regular association meeting.</p>	<p>BNRI confirms the usage of Urbana meeting room for the purposes of conducting regular association meeting with prior information and consultation with the Urbana staff members which is subject to</p>

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		availability of the same.
14.	Along with the final demand letter, Urbana must send the draft of 'conveyance deed' and specify the time limit for registration of the apartment.	The draft deed needs to be approved by the Govt. of West Bengal, and subsequent to the approval, the Allottees will be informed for registration.
15.	Along with the final demand letter, the company should confirm the 'guidance rate' of the property on which the stamp duty shall be levied by the revenue department.	As per the prevailing joint sector company law, the applicable guidance rate shall be the rate at which the apartments have be allotted to the owners. Moreover the registration has to be done within 18 months from the date of CC.
16.	Owners are still being called as 'Provisional allottees' even though the company has collected 80% of the apartment price from most and 100% from some of the owners. Without any further delay, it should immediately sign an 'Agreement for Sale' with all the allottees.	Refer point # 14.
17.	Access to the basement car park – Accessing the basement car park from the tower's main lobby is extremely inconvenient. It is should be rectified immediately and should be made more user friendly by installing Automatic Stretch Canopy.	Not Possible as per fire norms.
18.	The project is built on 64.93 acres leasehold land. We would like to see a detailed analysis how the entire 64.93 have been used for the purposes of determining the FSI/ FAR.	The usage of land and FSI/FAR has been done within the corporation bye laws.
19.	Urbana should furnish Stephen Coats certificate certifying the built up and super built up area of each apartment along-with the final demand letter.	Built up area shall be provided to the apartment owners by our architect Mr. Subir Basu.
20.	Extras: Along with the final demand letter, Urbana has raised demands under the following heads: Documentation charges Electricity charges Gas connection charges; and Generator facility We believe these costs are 'construction cost' and are included in the apartment price therefore should not be claimed by the company	As per the opinion of the consultant of BNRI, these charges cannot be defined as reimbursement. However, Allottees can also take the expert opinion on the same and share with us for our consideration.



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	<p>at all. However, the committee is happy to audit these expenses before a final decision is taken by the committee. Till such time, the company should refrain claiming these expenses from any allottees.</p>	
21.	<p>Deposits: Along with the final demand letter, Urbana (under the name of FMC) has raised demands under the following heads:</p> <p>Maintenance security deposit (@20/ sqft) – It should not be collected by the FMC until the CC/OC/Fire / Environmental Clearance is available</p> <p>Interest free security deposit (@25/ sqft) - It should not be collected by the FMC until the CC/OC/Fire / Environmental Clearance is available.</p> <p>Corporation tax (@20/ sqft) – Allottees are not yet owners of the apartments therefore corporation tax liability doesn't rest with the allottees. The company should discharge this liability till the registration of the apartment/ final possession letter is issued (after obtaining the CC, OC etc.). Once the company obtains the CC, OC and issued the final possession letter, the apartment owners shall pay such charges directly to the KMC.</p>	<p>Deposits will be collected at the time of possession.</p> <p>The Interest earned on these deposit to be transferred to the FMC.</p> <p>The corporation tax deposit charges are refundable to the allottees after the property is muted in the name of the allottees.</p>
22.	<p>We believe that the FMC has taken over the Project partially and cost associated to the FMC till the CC/ OC date shall be borne by the Bengal Urbana NRI Limited being the project cost. All legitimate cost subsequent to the CC/ OC of shall be borne out of the FMC fund hence collected from the Apartment Owners.</p>	<p>Till receiving the completion certificate of each Tower, Urbana shall bear the cost of respective tower.</p>
23.	<p>The company must confirm their plans to build a temple and a place to celebrate our annual events such as Durga Puja, Diwali etc.</p>	<p>To be decided later by the apartment owners association.</p>
24.	<p>Amongst others, the company must confirm their plans to build RO water filtration plant Rain water harvesting</p>	<p>RO plant is not feasible. WTP is being provided from ION Exchange. Rain water harvesting tank is being provided in service area of each tower.</p>

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		BNRI will share technical specification of portable water once it is installed.
25.	The company should consult and seek written approval from the apartment owners committee before taking any decision regarding the terrace usage or open area internally or externally.	Not Discussed
26.	Any credits or benefits (for example carbon credit, tax credits, duty drawbacks etc.) accrued to the company by whatever name called should be passed on to the apartment owners association.	Not Applicable
27.	List of Documents	All relevant available documents shall be kept with FMC.
28.	Club Facilities	BNRI confirmed of having Tennis Court, Squash Court, Indore sports arena, Restaurant, Gym, Swimming pool etc. Also reconfirmed that the area of the club will continue to be 100,000 sqft.
29.	Video phone door	BNRI shall look into this matter.
30.	Real estate (regulation and development) Act, 2016 ('RE ACT')	Not applicable.

NOTE: BNRI informed the group that some customers who are doing the fitouts are cutting the shear wall for conducting which should not be done as the RCC shear walls are the main load bearing walls and will risk the structural stability of the building.



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