

# Urbana Association of Apartment Owners

## Secretary's Report

Election of 48 Board of Managers was declared on 10<sup>th</sup> March, 2024, office bearers were elected on 17<sup>th</sup> March 2024. Now the tenure is coming to end - it's time to handover baton to the newly elected Committee for '26-29.

We are extremely thankful to all our fellow Board of Managers for their active support and we extend our sincere thanks to all the members of UAAO

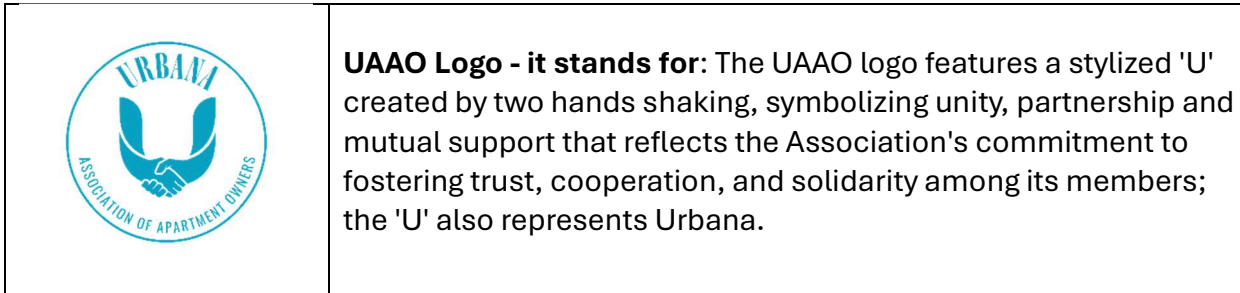
The Secretarial team comprised of 3 office bearers who worked together and had excellent understanding. This report is from the team of UAAO Secretaries for the term 2024-26.

- Kishor Kumar Nadhani, Secretary
- Tarun Kumar Basu, Assistant Secretary - 1
- Rajesh Kumar Singhal, Assistant Secretary – 2

As foundation of an Institution was being laid, necessary set-up and administrative steps were taken, upon deliberation with all concerned.

### UAAO Logo

A lot of brainstorming was done for designing of UAAO Logo. Out of 3 design proposals by VP Mrs Debjani Mukherjee, following Logo was approved at Board of Managers' meeting on 23<sup>rd</sup> June, 2024.



### Website

Upon numerous rounds of discussions, the domain name for UAAO website was finalized as [www.urbanaaaao.in](http://www.urbanaaaao.in)

Then the structure and contents of UAAO website was discussed in detail and decided that it should provide easy access to viewers; flexible enough to upload contents by UAAO officials at their end without needing help of web developers each time.

The primary objective of the website is to share with members and residents all important updates and announcements, committee reports, UFM Forms, Notice and Minutes of all Meetings. It also provides details of different committees with convenor & members and responsibilities, Name and contact details of all Office Bearers, and also of all Board of Managers listed (contact details removed at the suggestion of few Board of Managers).

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The website was developed by VP Mrs Debjani Mukherjee's team, as complimentary. The hosting Server and Domain name (urbanaaao.in) renewal is done through MFunl Digital Marketing which will fall due for renewal in March, 2027.

## Communications:

UAAO being an Institution, continuity and preservation of communication was considered important; hence It was decided that all office bearers shall have their official e-mail id under the domain 'urbanaaao.in' which will continue forever. At the time of handover to the next team, the outgoing official shall pass over the log-in credential of the e-mail account to the newly elected official bearer. It was decided that all official communications should be done exclusively from the official mail id only.

- [president@urbanaaao.in](mailto:president@urbanaaao.in)
- [secretary@urbanaaao.in](mailto:secretary@urbanaaao.in)
- [treasurer@urbanaaao.in](mailto:treasurer@urbanaaao.in)
- [vp@urbanaaao.in](mailto:vp@urbanaaao.in)
- [asstsecy1@urbanaaao.in](mailto:asstsecy1@urbanaaao.in)
- [asstsecy2@urbanaaao.in](mailto:asstsecy2@urbanaaao.in)
- [assttreasurer1@urbanaaao.in](mailto:assttreasurer1@urbanaaao.in)
- [assttreasurer2@urbanaaao.in](mailto:assttreasurer2@urbanaaao.in)

An exclusive e-mail id was created for mailing Grievances by members to Grievances redressal committee:

[grievance@urbanaaao.in](mailto:grievance@urbanaaao.in)

The following committee preferred to have dedicated e-mail id to enable residents mail to them directly on the official mail id:

Technical Committee	<a href="mailto:convenortech@urbanaaao.in">convenortech@urbanaaao.in</a>
Security Committee	<a href="mailto:security@urbanaaao.in">security@urbanaaao.in</a>
Pets and Strays	<a href="mailto:petsnstrays@urbanaaao.in">petsnstrays@urbanaaao.in</a>
Finance Team	<a href="mailto:accounts@urbanaaao.in">accounts@urbanaaao.in</a>

Thus, there are 13 dedicated e-mail accounts (under urbanaaao.in domain) which need to be renewed annual upon payment of charges to MFunl Digital Marketing. Payment to them till 31<sup>st</sup>January, 2027 for e-mail account already made and will fall due for renewal on 1<sup>st</sup>February, 2027.

## Meetings:

Board of Managers Meeting:

Since 17<sup>th</sup>March, 2024, 32 Board Meetings took place till April 2025 – minutes for meetings can be accessed at <https://urbanaaao.in/minutes-board-managers>

## Urbana Association of Apartment Owners

The **Board of Managers Attendance** in these meeting is presented in a summarized format below:

Board of Managers attendance for the period March 2024 to April, 2025			
1st UAAO BOARD ATTENDANCE			
MARCH 2024 TO APRIL 2026			
Serial No	Name	Total Attended/32	Attendance %age
1	Abhishek Jalan	25	78%
2	Ajay Kumar Chowdhary	23	72%
3	Amit Tekriwal	15	47%
4	Anil Kumar Jhunjunwala	22	69%
5	Aninda Palit	25	78%
6	Ashesh Paul	5	16%
7	Ashis Tekriwal	17	53%
8	Debjani Mukherjee	16	50%
9	Dr. Alokesh Ganguly	20	63%
10	Dr. Kuntal Bhattacharya	1	3%
11	Harish Kumar Kabra	24	75%
12	Harish Sekhsaria	18	56%
13	Jayanta Guha	19	59%
14	Jyoti Sapru	22	69%
15	Kalpajeet Basu Mallik	22	69%
16	Kisor Kumar Nadhani	21	66%
17	Mamta Agarwal	9	28%
18	Manish Hirawat	18	56%
19	Manoj Kumar Bajaj	19	59%
20	Nand Kishore (Nikhil) Kothari	21	66%
21	Narayanan Krishnan	17	53%
22	Nidhi Goenka	15	47%
23	Prabir Paul	25	78%
24	Pradeep Bhatia	24	75%
25	Prakash Sasidharan	17	53%
26	Radhey Shyam Bansal	17	53%
27	Rajesh Singhal	26	81%
28	Rajiv Ganeriwala	14	44%
29	Ritu Agarwal	10	31%
30	Sanjay Doogar	18	56%
31	Sanjeev Nandwani	30	94%
32	Sauvik Chakravarty	15	47%
33	Shankar Gupta	19	59%
34	Shanker Kumar Sharaff	18	56%
35	Shukla Das	24	75%
36	Shyam Sundar Sonika	14	44%
37	Smita Saraff	22	69%
38	Suchismita Mukherjee	20	63%
39	Sujata Todi	21	66%
40	Sujoy Chattaraj	24	75%
41	Surajit Maity	15	47%
42	Susanta Mallick	25	78%
43	Syed Akbar Imam	8	25%
44	Tarun Kumar Basu	23	72%
45	Tramila Datta	17	53%
46	Uday Shankar Mukhopadhyay	23	72%
47	Vikram Saha	22	69%

# Urbana Association of Apartment Owners

## General Meetings:

Annual General Meeting held on 30<sup>th</sup> June, 2024 and Special General Meetings held on 30<sup>th</sup> June, 2024 and 26<sup>th</sup> April, 2025 – Minutes can be accessed at <https://urbanaaao.in/minutes-general-members>

## Tenancy Data recording system:

At the beginning of the tenure, it was had decided to review the procedures of various functioning of UFM which are directly related to the wellbeing of the residents. While going through this exercise it was noticed that the procedures followed by UFM to maintain the data of Tenants are not adequately maintained. It was worked out to create a 'Standard Tenancy Profile Form' to protect the interest of the Owners, can be accessed at:

[https://urbanaaao.in/ptadmin/assets/images/media/services/180254171\\_UAAO\\_TENANTS\\_PROFILE\\_FORM.pdf](https://urbanaaao.in/ptadmin/assets/images/media/services/180254171_UAAO_TENANTS_PROFILE_FORM.pdf)

[https://urbanaaao.in/ptadmin/assets/images/media/services/929152626\\_Tenancy\\_Profile\\_Form-Police\\_Verification.pdf](https://urbanaaao.in/ptadmin/assets/images/media/services/929152626_Tenancy_Profile_Form-Police_Verification.pdf)

## Takeover

### A. Documents created during Takeover proceeding/discussions:

In the first half of Sept'25, two Dossiers comprising of comprehensive details on following were prepared that were presented during the meeting with BNRI Directors on 25<sup>th</sup> Sept'25.

- Replacement of highly corroded **LPG Pipe Line**
- Repeated failure of **Water Supply and Flush Line**

During discussion, on the basis of these Dossiers, the BNRI Directors were pressed for replacement of LPG Pipe line and Water pipe line; upon long discussions, they had agreed to these 2 items, which appears in top of the list in 'Infrastructure Issues' as mentioned in the MoM for the said meeting.

In April, 2026, following Dossiers were also prepared:

- **Urbana Township**
- Declaration submitted with Competent Authority in **Form A**

Since Takeover process is open, for future reference, all Dossiers are appended at the bottom of this Report,

### B. Sanctions, Approvals and Title Documents

BNRI had shared certain documents with UAAO but there was a long list of important documents as per mail dated 9<sup>th</sup> March, 2026 which BNRI did not share despite repeated follow-up.

Here is a brief '*Historical Information*' about Urbana Land and associated documents, sanctions, approvals – the following list narrates what BNRI have provided and what not.

# Urbana Association of Apartment Owners

## Historical Information about Urbana and associated matters

### Application for Sanction of Land for establishment of Township

In 1996, BNRI applied for permissions to occupy for the purpose of establishment of a Township in accordance with the provisions of the Town and Country (Planning & Development) Act 1979 in the land AND WHEREAS such application has received approval of the State Government in the Land and Land Reforms Department

**Urbana Land** under Lease Deeds by Govt of West Bengal for establishment of Township

Deed Date	Deed No.	Year	Area (Acre)	Dag No	Mouza	Termed As
10 June, 2014	4622	2014	10.67	441 (Part)	Madurdaha	Head Lease 1
			37.26	345 (Part)		
12 May, 2008	2761	2008	17.00	345 (Part)	Madurdaha	Head Lease 2

Earlier, following Lease Deeds were executed by Govt of West Bengal which was superseded/substituted by Lease Deed No.. 4622 of 2014 dated 10 June, 2014

Deed Date	Deed No.	Year	Area (Acre)	Dag No	Mouza
8 Dec, 2006	184	2007	10.67	441 (Part)	Madurdaha
9 Jan, 2007	136	2007	37.26	345 (Part)	Madurdaha

Subsequently, there were multiple modification/rectification Deeds were executed between Govt of West Bengal and Bengal NRI Complex Ltd.

### Freehold Land (Additional):

In addition to the above leasehold land, piece and parcel of Freehold Land containing an area of **0.96 acres** more or less comprised in R. S. Plot No. 346, in Mouza Madurdaha, J. L. No. 12, District South 24 Parganas purchased by the Assignor by virtue of multiple registered Deeds of Conveyance, shall remain a part and parcel of Urbana.

### Urbana Land (Township):

- Leasehold [Dag 441(P), 345(P)]: 64.93 Acres
- Freehold [Dag No.346] : 0.96 Acres

Thus, **Total Urbana Land** is **65.89 Acres** (Leasehold 64.93 Acres + Freehold 0.96 Acres)

## Urbana Association of Apartment Owners

### Land, Leases, Government Orders pertaining to Land

Year	Description	Copy recd.	SI No. in the BNRI List
1996	Bengal NRI Complex Limited (BNRI) had applied for permission for establishment of a township in accordance with the provisions of the Town and Country (Planning and Development Act), 1979 – <b>Application for sanction of land for establishing Township</b>	No	
1996	BNRI's application for permission to establish a township under Tower and Country (Planning & Development) Act 1979, Govt of West Bengal, in its Land & land Reforms Department accorded sanction to long term settlement on land parcel containing an area of 47.93 Acres in R.S. Plot 441 (Part) (10.67 Acres) and R.S. Plot 345 (Part) (37.26 Acres), Mouza Madurdaha, J.: Mo. 12, District South 24 Parganas vide Order No 3222-GE(M)/171/95 dated 19/7/1996 <b>- Order for sanction for the Land measuring 47.93 Acres (under Dag 441 (P) and 345(P) for establishment of Township</b>	No	
1997	Possession Order for delivery of possession 47.93 Acres of Land to BNRI, w.e.f. 20.02.1997	Yes	1
2004	Modification Order No. 2734 GE(M)/171/95 dated 13/9/2004	No	
2005	Order No. 443-GE(M)/171/95 dated 14/2/2005	No	
2006	Order No. 3596-GE(M)/171/95 GE(M) Part (I) dated 30/11/2006	No	
2006	Lease Deed dated 8 Dec 2006 being No. 184 for 10.67 Acres Land between Govt of West Bengal and BNRI	Yes	2
2007	Lease Deed dated 9 Jan 2007 being No. 136 for 37.26 Acres Land between Govt of West Bengal and BNRI	Yes	3
2008	Possession of Land measuring 17.00 Acres w.e.f. 30th Apr, 2008	Yes	6
2008	Lease Deed dated 12 May 2008 being No. 2761 of 2008 for 17.00 Acres Land between Govt of West Bengal and BNRI	Yes	7
2010	Mutation of the Leasehold Land measuring 64.93 Acres in the municipal records was done by the Kolkata Municipal Corporation in the name of the BNRI and mutation certificate dated 23rd February, 2010 issued by the Corporation recording the name of the Assignor as the lessee In respect of the Land aggregating 64.93 acres of land and one single municipal premises number allotted to such parcel of land being premises No. <b>783, Anandapur</b> , Kolkata- 700 107.	Yes	22
2010	After taking over possession of the premises BNRI developed the premises for the purpose of establishing a township thereat in accordance with the provisions of West Bengal Town and Country (Planning & Development) Act, 1979 with all necessary permissions and consent obtained from the authorities concerned for establishing such township which is named by BNRI as URBANA.	No	
	In addition to the above leasehold land measuring 64.93 Acres,, piece and parcel of Freehold Land containing an	No	

## Urbana Association of Apartment Owners

	<p>area of <b>0.96 acres</b> in R. S. Plot No. 346, in Mouza Madurdaha, J. L. No. 12, District South 24 Parganas purchased by the Assignor by virtue of multiple registered Deeds of Conveyance, shall remain a part and parcel of Urbana.</p> <p>Thus, total 'Urbana' Land is 65.93 Acres:          - Leasehold; 64.93 Acres          - Freehold; 0.96 Acres</p> <p><b>Copy of Conveyance Deed</b></p>		
2014	<p>On the basis of Memo No. 60 - HS (N)/13 dated 9th December, 2013 of the Home Department of the Government of West Bengal, at the request of the Housing Department, vide its Memo No. 675-H1/JVC-2/2012 dated 16.12.2013, the Land &amp; Land Reforms Department of the Government by its order No. <b>213-GE(M)/ 171/95 GE(M) (Part III) dated 27th January, 2014</b>, in modification of its earlier four Orders No. 3222-GE(M)/171/95 dated 19th July, 1996, No. 2734 -GE(M)/171/95 dated 13<sup>th</sup> September, 2004, No. 443-GE(M)/171/95 dated 14th February, 2006 and No. 3586 - GE(M)/ 171/95 GE(M) Part I dated 30th November, 2006, accorded sanction for long term settlement of the piece and parcel of land containing an area of 47.93 acres in favour of BNRI for a period of 99 years from the date of delivery of possession w.e.f 20.02.1997</p>	Yes	4
2014	<p>Lease Deed dated 10 June 2014 being No. 4622 of 2014 for 47.93 Acres Land between Govt of West Bengal and BNRI, superseding Lease Deeds dated 8 Dec 2006 and 9 Jan 2007.</p>	Yes	5
2015	<p>Model Deed of Assignment for Apartments dated June 2015</p>	<b>No</b>	
2015	<p>Modification Deed No. 160304924 of 2015 dated 23 July 2015</p>	Yes	8
2017	<p>Approved draft of assignment of flats by L&amp;LR Deptt. vide No. 642-GE(M)/3M-47/15(Pt.-I) dtd. 28.02.2017</p>	Yes	9
2017	<p>Model Deed of Assignment dated 20.03.2017</p>	Yes	10
2017	<p>Memo being No. 3824-GE(M)/3M- 47/15(Pt.-II) dated 16th November, 2017 for rectification of Deed</p>	Yes	11
2018	<p>Rectification Deed 9 Feb, 2018 to Lease Deed dated 12 May 2008</p>	Yes	12
2018	<p>Rectification Deed 9 Feb, 2018 to Lease Deed dated 10 June 2014</p>	Yes	13
2018	<p>Modified Deed of Assignment for Apartments with insertion of 'successive renewal' clause</p>	<b>No</b>	
2018	<p>Modified Deed of Assignment for Bungalow Plots with insertion of 'successive renewal' clause</p>	<b>No</b>	
2023	<p>Mutation Certificate for Dag 346</p>	Yes	23

## Urbana Association of Apartment Owners

### Application for Township, Sanction/Approval and allotment of Land on Long Term Lease

Lease Deed dated 10<sup>th</sup> June, 2014 for 37.96 Acres

In 1996, BNRI applied for permission to establish a township under Tower and Country (Planning & Development) Act 1979, Govt of West Bengal, in its Land & land Reforms Department *accorded sanction* to long term settlement on land parcel containing an area of 47.93 Acres in R.S. Plot 441 (Part) (10.67 Acres) and R.S. Plot 345 (Part) (37.26 Acres), Mouza Madurdaha, J.: Mo. 12, District South 24 Parganas vide following order/modification orders:

Order No 3222-GE(M)/171/95 dated 19/7/1996
Modification Order No. 2734 GE(M)/171/95 dated 13/9/2004
Order No. 443-GE(M)/171/95 dated 14/2/2005
Order No. 3596-GE(M)/171/95 GE(M) Part (I) dated 30/11/2006

BNRI should share copy of all the above 4 orders vide which the Land was sanctioned by state govt to BNRI.

**Though the Land was sanctioned by state govt to BNRI in 1996 vide** Order No 3222-GE(M)/171/95 dated 19/7/1996, for almost 10 years the Lease Deed could not be executed by state govt in favour of BNRI since both parcels of land were litigation as ratified vide Order No. 2734 GE(M)/171/95 dated 13/9/2004 and Order No. 3596-GE(M)/171/95 GE(M) Part (I) dated 30/11/2006. The Lease Deed for 10.67 Acres under Dag No. 441 on 8 Dec, 2006 and for 37.26 Acres under Dag No. 345 (P) on 9 Jan, 2007. Both parcels of Land was under litigation, hence complete litigation details of the both parcels of Land and entire trail of acquisition by state government till leasing to BNRI must be provided. In a recent Public Notice published in Newspaper and BNRI have also confirmed under 'Disclosures' that the pending WP of 2010 filed by State Govt against order passed by Land Tribunal regarding Dag No. 441. Thus, complete details of ownership including all litigation and nature of Land should be shared by BNRI.

#### Permission for the Development of Township

"After taking over possession of the Urbana Land, BNRI has taken up the work of development of a township thereat in accordance with the provisions of the West Bengal Town and Country (Planning & Development) Act, 1979 with all necessary permissions and consents obtained from the authorities concerned for establishing such township, which has been named by the Assignor as "Urbana" or "Urbana Project Land". In accordance with such permissions, the Assignor has framed a scheme of development on the Urbana Land comprising of various segments, such as a *Bungalow Enclave, Residential Tower Segment, Basement Car Parking Area, Club and a Fifth Segment*"

Request to please share copy/copies of application alongwith all supporting documents including plan to establish a township under Town and Country (Planning & Development) Act 1979. Also, please share all necessary permissions and consents obtained from the authorities concerned for establishing Urbana township.

Please also share scheme of development on the Urbana Land comprising of various segments, such as a *Bungalow Enclave, Residential Tower Segment, Basement Car Parking Area, Club and a Fifth Segment*, showing demarcation for each segment including following:

# Urbana Association of Apartment Owners

## DOSSIERS

### 1. LPG Gas Pipe Line@URBANA

#### Laying of LPG Riser Pipelines & Maintenance

Contrary to the prescribed guidelines of running the riser pipeline ensuring adequate safety norms and keeping provisions for future maintenance, to save cost, BNRI erected the pipeline vertically through AC ledge area passing through concrete slab in the Utility area at individual Apartment in Tower 1 to 7, that caused corrosion of the MS pipe line quite soon. In absence of proper preventive maintenance (including painting), the situation became worse

Due to lack of far sight and inappropriate planning, corrosion in MS pipelines started soon after installation and in absence of preventive maintenance, the corrosion rate was much faster.

Apparently for BNRI, Aesthetics got priority over safety – that's why instead of running over Tower outer surface walls (like Bengal Gas), LPG Riser pipes were made to pass through concrete slabs in ledge area. Most probably, neither the possibility of MS pipeline remaining in continuous contact with water and consequences thereof was envisaged when decided to run through ledge area slab, nor how to carry out future maintenance (including periodical painting) was thought of as sole focus was on aesthetics while designing LPG pipeline layout.

BNRI had collected Rs 25000 for providing Gas connection to each Apartment, if BNRI was so obsessed with aesthetics that pipe should not be visible from outside, then instead of laying Mild Steel pipes, corrosion-free and zero-maintenance Stainless Steel pipes through ledge area should have been erected to ensure hassle free permanent solution- the realized amount was sufficient.

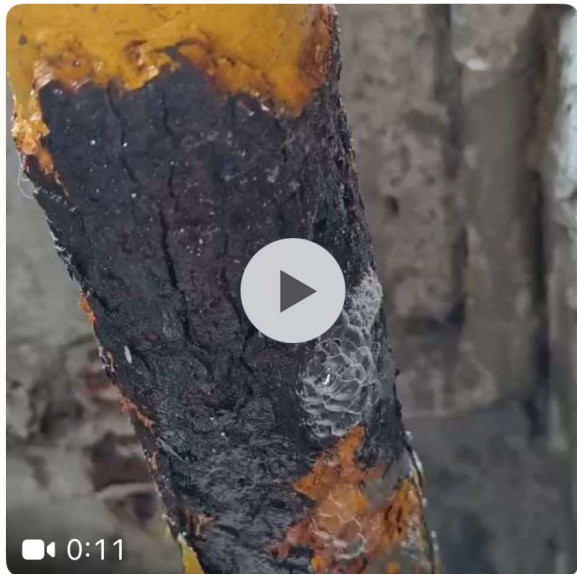
For today's pathetic LPG pipeline situation at Tower 1 to 7, it's crystal clear what went wrong.

#### Repair & Patchwork:

As and when any LPG pipeline leakage identified/reported, UFM asks the contractor to fix/repair the damaged part only.

## Urbana Association of Apartment Owners

### Bidyut Kumar Naskar UFM Elect...



To carry out repair UFM will announce suspension of LPG Supply in Tower Number, from *this* to *this* period and the affected floors.

Such sudden suspension of Gas supply, causes enormous difficulty to large number apartments.

A typical 'Suspension of LPG Supply notification by UFM is shown on left

This has become quite frequent as days pass by because of fast deterioration.

UFM planned for replacement of defective pipe only.

### NOTICE TO RESIDENTS OF TOWER-5

#### Temporary Suspension of LPG Supply – Urgent Maintenance Work

Dear Residents,

This is to inform you that a leakage has been identified in the LPG riser at Apartment T5/3901,3801 to 3701. To ensure the safety of all residents, immediate rectification work is required.

As part of the repair process, the defective LPG pipeline will be replaced between Apartments T5/3901,3801 and 3701 For this reason, **LPG supply to Riser-1—serving all type-1 apartments (those ending in '1') from the 1st to the 45th floor—will be temporarily suspended today from 2:00 PM to 07:00 PM.**

We sincerely apologize for the short notice and any inconvenience caused. Your cooperation is greatly appreciated as we work to maintain a safe and secure environment for all.

Thank you for your understanding.

Warm regards,  
Team UFM

# Urbana Association of Apartment Owners

UFM keeps log and records of each such incidence with relevant detail. Several dozens of such incidents take place and the annual cost of such repair ranges appx 4- 5 lacs every year which is charged to Tower CAM. A report listing such instances between Apr'24 to Jan'25 shared for ready reference (Annx-A). Complete details can be obtained from BNRI's 100% subsidiary UFM.

## **A. Demand for Replacement of highly corroded LPG Riser Pile Lines**

UAAO repeatedly approached BNRI to replace the highly corroded LPG Riser lines as residents are sitting on tinkering boxes and exposed to high risk, frequent shutdown for long period also causes enormous difficulty to large number of Apartments. On 30<sup>th</sup> July'25, a letter was sent by UAAO President to BNRI MD highlighting the grave concern and drew notice that BNRI/UFM will be held solely responsible for any untoward incident due to precarious condition of existing LPG pipeline.

Most unfortunately, so far BNRI has not taken UAAO's request seriously, to replace the LPG Riser pipeline in Tower 1 to 7 which are highly corroded causing frequent leakage and residents are living on a volcano that can explode any time. BNRI's argument for refusal of replacement of badly damaged LPG Pipe line are irrational, untenable and far from practicality showing least concern for residents' safety. They are stating as per Gol plan to convert 15% of domestic Gas consumption to PNG by 2030, they encouraged Bengal Gas (a JV with state Govt) to install PNG infrastructure, who have laid riser pipelines for PNG Gas from outside wall of Towers for all apartments and kept an outlet to provide connection at individual kitchen.

BNRI is insisting all Apartment owners switch from existing LPG Gas to PNG for which BNRI will be paying Security Deposit of Rs. 5000, plus Rs. 1000 against Gas Bill, ie., total Rs 6000 per Apartments to Bengal Gas for each registration for PNG connection. We understand that number of such registration as of now is a little over 200 apartments, thus possibly BNRI have paid appx Rs 15 lacs to Bengal Gas so far.

## **B. PNG Adoption – why so poor response?**

Out of 1170 Apartments in 7 Towers, as per information available to us, a little over 200 Apts. registered for PNG; even out of them merely 72 had opted for PNG connection to their kitchen.

Users who switched from LPG to PNG upon retrofitting the existing LPG burner by Bengal Gas, within few days started raising following concern and expressed their dis-satisfaction:

- High monthly fuel bills
- Inconsistent flame quality
- Low Gas pressure
- Prolonged cooking time

Couple of meetings were arranged by UFM with Bengal Gas team, attended by UFM also but without any positive outcome. Here are some *excerpts* from the meetings confirmed in the following mails sent by them to UFM:

## Urbana Association of Apartment Owners

BGCL reply 10 Aug, 20224:

*DPNG and LPG have different combustion properties and flame characteristics. **To optimize the performance, it might be necessary to adjust or recalibrate the cooking appliances.** Conversion of LPG appliances has already been done first time by BGCL, **If still problem related to flames, high consumption of fuel, longer cooking duration etc. arises, customer may consult appliance manufacturer.***

BGCL reply dated 19 September 2024:

*This has reference to the meetings held with Urbana Facility Management and officials of BGCL on 22.08.2024 & 27.08.2024 and trailing mail dated 19.09.2024.*

*Issues like inconsistent flame quality/flame lift/flame, prolonged cooking time and associated high monthly fuel bills observed only in one model of hob from Faber. **However, no such problem observed anywhere in India for retrofitting standard LPG stoves.** BGCL has intimated the issues to M/s Faber India, one of manufacturer of LPG stoves and sought suggestion/recommendation towards the aforesaid issues faced by our customers with retrofitted LPG stoves.*

Out of 72 PNG connections, few have already surrendered connection and many of the rest are keen to switch back to LPG. Enquiry revealed that despite enormous efforts, the current active domestic PNG consumers of Bengal Gas are in just 3 figures *across the state* against millions of LPG consumers, which clearly indicates the very low adoption rate of PNG for multiple reasons.

The Primary Reason:

Bengal Gas as well as UFM while proposing to switch from LPG to PNG, had repeatedly assured and insisted that the existing LPG Gas Burners can be retrofitted to be perfectly compatible and can be safely used with PNG Gas without any concern, merely by calibrating the jet of existing LPG Burner, which BGCL confirmed having done in their mail of 10<sup>th</sup> Aug'24.

BGCL representatives during meetings as well in mail repeatedly recommend retrofitting of LPG Burners are safe; If still issue persist, to consult the LPG Burner vendor /technician for fix. They made blatant misrepresentation to Urbana residents as the **FAQ on PNG** at Bengal Gas says contrary to what their statement, that reads:

***“To ensure safety, efficiency, and compliance with standards, it is advisable to use dedicated high-efficiency PNG stoves that are BIS certified.”***

Bengal Gas website> Pipe Natural Gas> PNG FAQ (<https://bgcl.co.in/faq-png.html>)

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Do I need to make any changes to my gas stove for using PNG gas?

Yes, it is strongly recommended to use a gas stove that is specifically designed for Piped Natural Gas (PNG). Retrofitting a Liquefied Petroleum Gas (LPG) stove for PNG use can pose significant safety risks and efficiency issues. Key concerns include:

- **Safety Risks:** Retrofitting can lead to issues such as flame lift, flame failure, and potential gas leaks due to differences in burning velocities and modifications in the stove's design.
- **Efficiency:** LPG stoves, when retrofitted for PNG, may experience a significant drop in thermal efficiency, from around 68% to approximately 45-50%. This inefficiency not only increases gas consumption but also leads to higher greenhouse gas emissions.
- **Certification:** Modifying an LPG stove invalidates its Bureau of Indian Standards (BIS) certification. The BIS has mandated that PNG stoves meet IS: 17153: 2019 standards and be certified accordingly.

To ensure safety, efficiency, and compliance with standards, it is advisable to use dedicated high-efficiency PNG stoves that are BIS certified.

**In the FAQ, to the query, Do I need to make any change to my gas stove for using PNG Gas?**

**BGCL Response:**

**Yes, it is strongly recommended to use a gas stove that is specifically designed for Piped Natural Gas (PNG). Retrofitting a Liquefied Petroleum Gas (LPG) stove for PNG use can pose significant safety risks and efficiency issues. Key concerns include:**

**Safety Risks:** Retrofitting can lead to issues such as flame lift, flame failure, and potential gas leaks due to differences in burning velocities and modifications in the stove's design.

**Efficiency:** LPG stoves, when retrofitted for PNG, may experience a significant drop in thermal efficiency, from around 68% to approximately 45-50%. This inefficiency not only increases gas consumption but also leads to higher greenhouse gas emissions.

**Certification:** *Modifying an LPG stove invalidates its Bureau of Indian Standards (BIS) certification.* The BIS has mandated that PNG stoves meet IS: 17153: 2019 standards and be certified accordingly.

Evidently, both Bengal Gas as well as BNRI/UFM are equally guilty of suppressing the truth that *retrofitting of LPG stove for PNG can pose significant safety risk and efficiency issues* as recommended by Bengal Gas themselves. They both continued to recommend using LPG Burners upon retrofitting for PNG even when it exposes to significant safety risk. Thus, Bengal Gas as well as BNRI/UFM -both are responsible who pushed and exposed residents to Safety risk knowingly, despite clear guidelines by Bengal Gas themselves.

On 27th June'24, Petroleum and Natural Gas Regulatory Authority (PNGRB) had a round table discussion, actively participated by expert authorities like CSIR-IIP, LERC, BPCL, BIS, BEE and PNG Stove Mfgs, discussed the drawbacks associated with retrofitting of LPG Stoves for use with PNG.

In a letter dated 28th Aug'24, Secretary, PNGRB communicated to CEO, Bengal Gas highlighting drawbacks like, Safety Concerns, Efficiency and Environment Impact and Invalid BIS Certification of retrofitting of LPG stoves. Attention is drawn to the relevant part (para 2) of letter reproduced below for reference:

# Urbana Association of Apartment Owners



पेट्रोलियम एवं प्राकृतिक गैस विनियामक बोर्ड  
Petroleum and Natural Gas Regulatory Board  
प्रथम तल, वर्ल्ड ट्रेड सेंटर, बाबर रोड, नई दिल्ली - 110001  
1<sup>st</sup> Floor, World Trade Centre, Babar Road, New Delhi - 110 001  
फोन नं./Phone No. 011-23457700, ई-मेल /E-mail: contact@pngrb.gov.in

PNGRB/Tech/18-WSI/(4)/2024-Part(1) (E-5293)

28<sup>th</sup> August, 2024

To,

**Shri Anupam Mukhopadhyay**  
**Chief Executive Officer**

Bengal Gas Company Limited  
1st Floor, Block-A, Finance Centre, CBD,  
Action Area-II B, New Town, Kolkata-700 161

**Subject: Key takeaways of the Round Table discussion held on 27th June 2024 regarding "Adopting High-Efficiency Domestic PNG Stoves".**

Sir,

We are writing to share the key takeaways from the roundtable discussion organized by the Petroleum and Natural Gas Regulatory Board (PNGRB) on 27th June 2024, titled "**Adopting High-Efficiency Domestic PNG Stoves**" which saw active participation from CGD entities engaged in the PNG business of supplying gas to consumers, authorities responsible for setting standards for domestic stoves, and research organizations focused on promoting energy-efficient appliances.

2. During the half day event, presentations from esteemed institutions such as CSIR-IIP, LERC, BPCL, BIS, BEE and PNG stove manufacturers provided a comprehensive analysis of the current practice of retrofitting of LPG stoves vis a vis BIS:17153 certified PNG stove. Following key takeaways & the drawbacks associated with the retrofitting of LPG stoves for use with Piped Natural Gas (PNG) emerged during this knowledge packed deliberations:

- i. **Safety Concerns:** Presentations from CSIR-IIP, LERC, BPCL, and BIS highlighted significant safety risks associated with the retrofitting of LPG stoves for PNG use. Issues such as "Flame Lift," Flame Failure, and potential gas leaks were identified as critical concerns due to the different burning velocities and modifications in the standard design.
- ii. **Efficiency and Environmental Impact:** It was noted that the thermal efficiency of LPG stoves, typically designed for 68%, significantly drops to around 45-50% when retrofitted for PNG. This inefficiency not only leads to higher gas consumption but also contributes to increased greenhouse gas (GHG) emissions. The adoption of dedicated high-efficiency PNG stoves could result in substantial savings on gas bills and a reduction in GHG emissions.
- iii. **Invalid BIS Certification:** The Bureau of Indian Standards (BIS) has clarified that any modification of LPG stoves invalidates their BIS approval. Also, Bureau of Indian Standards (BIS) in its letter to PNGRB dtd. 26-June-2024 informed that Ministry of Commerce & Industry has brought IS: 17153: 2019 for PNG stoves under mandatory BIS certification & the order has come into effect from 09-Feb-2024 (BIS letter & order attached).

In para 3 of the said letter, the Secretary persuaded Bengal Gas, efforts to initiate/implement widespread adaption of PNG Stoves for PNG fuel, Besides Awareness campaigns, the Board advised Bengal Gas to launch attractive Buy-Back program of LPG stoves, offer easy installment plans for purchasing high efficiency PNG Stoves.

## Urbana Association of Apartment Owners

3. Accordingly, to encourage widespread adoption of PNG stoves for PNG fuel, your best efforts are sought to initiate/implement various mode of campaigns and schemes in your respective Geographical Areas (GAs) as suggested below:

- a. Awareness Campaigns: Conduct mass media campaigns to educate consumers about the safety, efficiency, and environmental benefits of using BIS-certified PNG stoves.
- b. Buy-Back Programs: Launch attractive buy-back schemes for old LPG stoves to incentivize consumers to switch to dedicated PNG stoves.
- c. Subsidized Installments: Offer easy installment payment plans for purchasing high-efficiency PNG stoves, making them more accessible to consumers.
- d. Collaborative Initiatives: Partner with stove manufacturers and research institutions to support the development and availability of high-quality PNG stoves.
- e. Customer Support and Engagement: Provide comprehensive support and guidance to consumers during the transition to ensure a smooth and safe switch to PNG stoves.

4. These initiatives align with our national goal of increasing the share of natural gas in the energy mix to 15% by 2030 and is crucial for building a cleaner, safer, and more sustainable energy future. We believe that your esteemed organization shall play a vital role in promoting the adoption of high-efficiency dedicated PNG stoves as per IS17153:2019.

We look forward to your cooperation and commitment to this key initiative.

Yours faithfully

  
(Vandana Sharma)  
Secretary

In unambiguous terms, PNGRB desisted from retrofitting LPG burners to use with PNG Gas, Bengal Gas, at it's FAQ also reiterated the same but the visiting Bengal Gas team as well UFM/BNRI suppressed the recommendation to use BIS certified PNG Burners, rather continued to insist retrofitting of existing LPG Burners to be perfectly OK, thus exposing Users to risk.

Thus, as recommended by Central Govt. as well confirmed by Bengal Gas, instead of retrofitting LPG burner, the gas burner needs to be replaced with BIS certified PNG Gas burner.

To encourage PNG adoption, the regulatory Board advised Bengal Gas to buy back of existing LPG burners. In the new Towers or Bungalows where new burners will be bought, they can easily opt for PNG burner. But at Tower 1 to 7, residents currently have LPG Gas burners bought at substantial cost, if they are asked to buy a new PNG Burner scrapping the existing LPG Burner, quite obviously there will be high resistance as its involves large amount and that's the reasons Govt encouraged 'Buy Back' of old LPG burner to encourage buying new PNG burner.

## Urbana Association of Apartment Owners

If BNRI is really serious that Tower 1 to 7 residents switch to PNG, then BNRI should offer a decent quality PNG burners befitting the Kitchen interior, to each LPG User 'as complimentary' to encourage to switch to PNG quickly.

Alternately, they should come forward with attractive Buy-back plan of existing LPG burners. As in Tower 2 and 3, BNRI gave bare shell kitchen, so everyone bought on their own, and expectedly expensive efficient LPG Burners with good aesthetic to blend with interior, costing between 100-180k each. In other Towers also, large number of residents opted for expensive LPG Gas burner. If buy back proposal is given at 15% annualized Depreciation on WDV, most likely residents will opt for.

It would be BNRI's responsibility to ensure that every existing PNG User use only BIS certified PNG Burners as safety is of paramount importance which cannot be compromised with, and under no circumstances should suggest or allow to retrofitting of LPG Burner for use with PNG connection which is unsafe.

To ensure safety of current PNG Users, the PNGRB recommendation must be shared with all existing Users to make them fully aware of the consequences, also ensure that either they opt BIS certified PNG Burner or switch back to LPG in case the Burner is not replaced with certified PNG burner. It's the responsibility of BNRI to ensure safety and facilitate switch back to LPG those who wish to do so. This is very important from safety point of view.

### **C. Who paid for LPG Pipe Line Connection?**

BNRI had billed and collected Rs 25000 from each Apartment in Phase I before handing over for LPG Connection – this works out close to 3 Cr (Rs 2.925 Cr. To be precise).

The work was executed few years back. Enquiry with few vendors reveals that possibly less than half of the collection was spent on LPG pipe line connection then.

As mentioned earlier, BNRI have also paid Bengal Gas towards registration charges for 200 odd apartments which most likely amounts close to 15 lacs.

We request to share comprehensive account of the LPG Gas connection charges collected from Phase I owners and Gas infrastructure related spend and transfer the balance amount to UAAO at the earliest.

Demands Summary:

1. Replace all the 28 LPG Riser lines at Tower 1 to 7 to ensure residents' safety and mitigate risk without delay and ensure proper maintenance henceforth
2. To push PNG adoption, either give a decent PNG burner as complimentary or launch buy back of existing LPG Burner to assist procuring BIS certified PNG Burner. Existing PNG Users should either opt for PNG Burner, else switch back to LPG
3. Share Accounts and transfer balance amount to UAAO against LPG Gas connection charges collected from Apartment Owners in Phase I while handing over.

Attachment: Report for LPG Line Rectification work from Apr'24 to Jan'25

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# Urbana Association of Apartment Owners

## 2. Repeated Failure in Water Supply and Flush Line

*Jal hi Jiwan hai..*

UFM is 100% subsidiary of BNRI. Every month, they prepare & share *Monthly Management Report* with their bosses..

Shown below a snapshot of from *July'25 MMR* (Page 13) listing - **14 instances of water supply shutdowns in a month**, of which 13 for malfunctioning of Valves in domestic water supply- which clearly indicates the precarious condition of the valves.

TOWER DOMESTIC & FLUSH WATER SUPPLY SHUTDOWN STATUS FOR JULY 2025						
SL.NO.	DATE	TOWER	FLOORS	DURATION	REASON	OUTCOME
1	01-07-2025	5	10 to 20	11:00 PM to 05:00 AM	Replacement of the malfunctioning domestic water supply valve of T5/1103	The job was completed successfully, and the water supply was restored the next morning
2	02-07-2025	1	18 to 27	11:00 PM to 05:00 AM	Replacement of the malfunctioning domestic water supply valve of T1/2003	The job was completed successfully, and the water supply was restored the next morning
3	03-07-2025	6	31 to 42	11:00 PM to 05:00 AM	Replacement of the malfunctioning domestic water supply valve of T6/3904	The job was completed successfully, and the water supply was restored the next morning
4	04-07-2025	7	G to 08	11:00 PM to 05:00 AM	Replacement of the malfunctioning domestic water supply valve of T7/0604	The job was completed successfully, and the water supply was restored the next morning
5	07-07-2025	1	09 to 17	11:00 PM to 05:00 AM	Replacement of the malfunctioning domestic water supply valve of T1/1503	Job completed successfully and water supply restored within scheduled time.
6	08-07-2025	7	38 to 40	11:00 PM to 05:00 AM	Replacement of the malfunctioning domestic water supply valve of T7/3906	Job completed successfully and water supply restored within scheduled time.
7	09-07-2025	1	28 to 37	11:00 PM to 05:00 AM	Replacement of the malfunctioning domestic water supply valve of T1/3102	The job was completed successfully, and the water supply was restored the next morning
8	14-07-2025	2	21 to 31	11:00 PM to 05:00 AM	Replacement of the malfunctioning domestic water supply valve of T2/2902	The job was completed successfully, and the water supply was restored the next morning
9	17-07-2025	6	G to 09	11:00 PM to 05:00 AM	Replacement of the malfunctioning domestic water supply valve of T6/0702	The job was completed successfully, and the water supply was restored the next morning
10	18-07-2025	4	32 to 41	12:30 AM to 04:00 AM	Emergency breakdown maintenance domestic water ring line at 36th Floor	Job completed successfully and water supply restored within scheduled time.
11	22-07-2025	4	G to 09	11:00 PM to 05:00 AM	Replacement of the malfunctioning domestic water supply valve of T4/0401	The job was completed successfully, and the water supply was restored the next morning
12	24-07-2025	1	09 to 17	11:00 PM to 05:00 AM	Replacement of the malfunctioning domestic water supply valve of T1/1504	The job was completed successfully, and the water supply was restored the next morning
13	25-07-2025	6	10 to 20	11:00 PM to 05:00 AM	Replacement of the malfunctioning domestic water supply valve of T6/1404	The job was completed successfully, and the water supply was restored the next morning
14	29-07-2025	7	28 to 37	11:00 PM to 05:00 AM	Replacement of the malfunctioning domestic water supply valve of T7/3002	The job was completed successfully, and the water supply was restored the next morning

Mostly, Water supply to around 10 Apartments were shut down for close to 6 hours

This is just *tip of the iceberg..*

The **real problem** is much **bigger** and **deeper..**

BNRI had laid UPVC pipes for Domestic water as well Flush Riser lines at Towers 1-7. Till 2022, there were multiple incidences of water leakage in UPVC pipe adhesive joints and Tower residents had to spend without water whole day, in one Tower for two consecutive days without water as attempts to fix the joints were failing due to heavy pressure in risers.

Thereafter at repeated requests, continuously extruded HDPE Pipes were installed replacing the UPVC pipes in all Towers Domestic water supply and Flush Supply lines, The replacement was over by Oct'22 and residents were fully assured that there would never be any recurrence of leakage in pipe line as the HDPE pipes laid were jointless. But, their assurance proved as hollow as pipe..

### Flush Water Supply Line Failure:

Not even 6 months elapsed, in first qtr. of 2023 within a span of just 25 days, **7 incidences of Flush water supply pipe line failures in Tower 3** were reported. For fix by themselves, UFM procured 'Hand joint Tools'

## Urbana Association of Apartment Owners

from the OEM vendor, though they did 'Hand Joint' at one point but issue crops up at other point - it was really horrible. There have been many more incidents of Flush Line supply failure in Tower 3 as well in other Towers since then.

### **Domestic Water Supply Line Failure:**


On 23rd April'25, the **Domestic Water Supply Line burst at Tower 2** and all apartments in the Tower went waterless from 7 AM to 9 PM, as a consequence no resident could go their workplace causing huge loss.

Appended below screenshot from *Incident Report for Breakdown of Domestic Water Supply at Tower on 22 Apr'25* at 11.30 PM due to leakage in 90 mm PN-25 HDPE uptake line.

The known Solution (as stated in the Incident Report): Damage to the pipe required using 90 mm HDPE special socket with joints by electrofusion welding by OEM Ori Plast.

Most surprisingly when the incidence was identified in early morning, the first task in the morning would have been to call the OEM vendor to come at site and fix, instead the UFM tried to apply *rubber tape* using electric heater - it's absolutely common sense that at a column height of 170 Mtrs, such '*Jugaad*' will not sustain. Still, UFM kept on repeating their unsuccessful experiments by replacing the damaged part with a short piece HDPE pipe to fail again but they had no concern for the resident's continued suffering in hot & humid summer. Finally, at UFM's call Ori Plast (the OEM) team arrived at 4.30 PM, placed *HDPE Special Socket* by *electrofusion welding* and refilling of OH Tank started at 6.40, water started flowing through taps at around 8 PM. Thus Tower 2 residents spent entire days spanning over 13 hours without water in the tap. Just imagine the situation..

# Urbana Association of Apartment Owners

		<h2 style="margin: 0;">INCIDENT REPORT</h2>	
Asst. Technical Manager	Mr. Bidyut Kumar Naskar	Company Employee	Urbana Facility Maintenance Pvt Ltd
Address Of The Technical Head		URBANA	
Date Of Incident	Time Of Incident	Date Of Report	
22.04.25	11:50 PM	23.04.25	
Nature of incident: A huge water leakage has been identified from the 2nd floor plumbing shaft at Tower-2			
Who reported ?		Sanjib Raptan, Plumbing Supervisor	
Where were you ?		Home	
What happened ? A huge water leakage identified from the domestic water supply uptake HDPE line inbetween 2nd and 3rd floor plumbing shaft and the water was flowing whole lobby area of 2nd floor and 1st floor of Tower-2.			
What did you observe? The plumbing team, including their supervisor, the Shift Engineer of UFM attended instantly and stopped the water supply main valve from the service floor of Tower-2 to reduce the water leakage. As per design, the pressure of the uptake line is 18 kg/cm2, so after closing the main valve, rest of pipe line water was spreading on the floor. The HK team engaged instantly, and they were cleaning the water to prevent water ingress to all passenger lift shafts.			
What remedial action did you take? During the inspection, the plumbing team identified that the pipeline requiring rectification was in a critical position. The uptake line consisted of a 90 mm, PN-25 HDPE pipe running vertically through a single 170-meter-long section from the service floor to the terrace tank. Any damage to the pipe required rectification using a 90 mm HDPE special socket, with joints completed via electrofusion welding. Ori Plast, the supplier, was responsible for providing the necessary materials and services. To maintain water supply temporarily, our team attempted initial rectification using rubber tape and an electric heater. However, due to the high pressure in the line, these measures proved ineffective. The team informed me of the situation at 3:30 AM, and I arrived on-site at 4:30 AM to assess and resolve the issue. Upon inspection, I constructed a platform inside the plumbing shaft on the 2nd floor of Tower-2 to facilitate the rectification work. Given the vertical nature of the pipeline, the rectification process involved cutting the damaged section and joining it using a special HDPE socket with an electrofusion joint. To maintain temporary supply, we initially arranged a joint using a cut piece of pipe and an electric heater. However, the pressure in the line was too high for this solution to hold. Consequently, our Senior Manager contacted Ori Plast, requesting an HDPE special socket, an electrofusion welding machine, and a service engineer. Before Ori Plast's team arrived, we attempted another temporary repair using an electric heater and a short piece of pipe, but it was unsuccessful. At 7:30 AM, I informed the Tower-2 official group that the domestic water supply would be interrupted due to the defective uptake line and arranged for water jars to be provided to all residents. Ori Plast's engineer, along with the electrofusion welding machine and HDPE socket, arrived at 4:30 PM on 22.04.25 and completed the pipeline rectification by 6:20 PM. The water tank refilling commenced at 6:40 PM, and by 7:00 PM, normal water supply was restored to the residents. In summary, the domestic water supply in Tower-2 was interrupted from 7:30 AM to 7:00 PM on 22.04.25 due to the pipeline damage. Proper remedial action was taken, and the issue was successfully resolved.			
What caused the incident ? After inspection, we identified that this flexible HDPE pipe has absorbed the expansion of 3mm, but the bending position of the pipe expansion level was high. We provided the extra support to mitigate the resolution and also check all the bending positions.			
Who did you inform ?		Sanjib Raptan, Plumbing Supervisor	
In the Company		Time	
		11:45 PM	
Was any one else present ? Mr. Sankar Prasad Mukherjee, Mr. Sujay Majumdar, Mr. Suman Santra 6 numbers of in-house plumber			
How can we prevent such incidents in future ? We need to procure the electric fusion welding machine, which is very costly, and we can't depend on the supplier.			
Mr. Bidyut Kumar Naskar		Report Date	
Assistant Manager Technical		23.04.25	
Report Handed Over To:		Mr. Sankar Prasad Mukherje ( General manager of UFM)	

Just consider the suffering and economic loss the residents had to undergo s they were forced to to skip office.

It's extremely important to understand what caused the Incident.

As stated in the Report, *the HDPE pipe absorbed the expansion of 3 mm but the bending position of the pipe was high.*

Suggestion to prevent such incidence in future?

*Need to procure the Electro fusion welding machine. UFM observes this being very costly.*

Have you ever considered the economic loss residents suffered which is 100x, in addition to agony?

Alas!! Had UFM become Alert even thereafter and learnt lesson Tower 2 failure..

Post Tower 2 failure, there have been 8 more Domestic Water Supply Line failure in last 3 months causing enormous difficulty and financial loss to residents at Tower 4, 6 and *six times* at Tower 3 alone.

## Urbana Association of Apartment Owners

### Conclusion:

BNRI is grossly responsible for installation of such pipeline that cannot withstand pressure of required height and gives up time and again.

### Demand:

Urbana being a high rise with such large number of HNI, must have every service in good condition and cannot afford to have such frequent failures in water supply and we hereby demand to immediately to replace all the Domestic and Flush Water Supply lines with metal pipes with threaded socket (preferably SS) to ensure agony free water supply in future.

Also, procure couple of 90 mm *HDPE Special Socket* and a Electrofusion machine from OEM, ensure proper training to UFM technicians to carry out fix in least time without waiting for OEM team. There have been over 2 dozens reported incidences of failure in Water Supply and Flush Line and not ready to tolerate any more.

Water is basic need, there cannot be any sort of compromise..

## Urbana Association of Apartment Owners

### 3. Declaration submitted in Form A for formation of Association for Urbana Phase I (T 1-7)

The **Declaration in Form A** submitted with Competent Authority for **Urbana Phase I** (Tower 1 to 7) is **defective, hence cannot be ratified and must be modified** asap.

#### Major flaws:

- A. **Parking** assigned to Apartment Owners of Tower 1 to 7 alongwith Apartment in the Deed of Assignment to Owners upon taking payment by BNRI, but **NOT Declared in the Form A** for Phase 1 (Tower 1 to 7).

[Effect: **UAAO has been deprived of 71246.85 SqM of Basement Parking space built on 33922.93 SqM land, equivalent to 8.38 Acres.**

- B. **Federation:** The Apartment Owners '**submitted**' the property under the Act by Declaration in Form A (through PoA) for formation of *Apartment Owners Association*, thus **the property belongs to the Apartment Owners Association.**

Such Apartment Owners associations, *in turn* form Federation for *administration and management of common areas*, facilities and amenities that are common to the multiple associations, **but no property belongs to the Federation.** *Federation is formed by the constituent associations only for the purpose of administration and maintenance of common areas, facilities and amenities that are common to these multiple associations that of maintenance.*

Though Declaration for two associations (Phase I and Bungalow) already submitted by BNRI but the property for the common areas, facilities and amenities that are common to multiple associations at Urbana, not submitted in Form A of either of these 2 associations and BNRI continue to hold the same in name of proposed '*Federation*', in gross violation of the WB Apartment Ownership Act/Rules since **no property is submitted for formation of Federation.**

[Effect: **UAAO has been deprived of pro-rated share in common areas of Urbana. Based on FAR computation, UAAO should get 47.8% of the entire Common areas while Phase II to get 26.6% and Bungalow 25.6%**]

Therefore, the present Form A is flawed, full of defect, deprives legitimate rights of UAAO. So, **in no event, the present Form A should be ratified by UAAO** nor should there be any reference of the defective 'Form A' either in the Agreement, Resolution or any document pertaining to Takeover of Maintenance. Rather, **immediate steps be taken by UAAO to modify the defective Declaration submitted with Competent Authority.**

Besides major flaws listed above, there are possibilities of many more flaws too which too need to review thoroughly to get modified in one go.

#### A. Parking:

BNRI as developer, constructed 1170 Apartments under Phase I (Tower 1 to 7), and 610 Apartments Phase II (Tower 8 to 10) and sold the Apartments to numerous Buyers alnowith with Parking.

## Urbana Association of Apartment Owners

By executing Deed of Assignment, **BNRI transferred, conveyed and assigned unto the Buyer the Apartments plus Parking to respective Buyers** alongwith title and leasehold interest. The relevant section from Assignment Deed is reproduced below:

ALL THAT:

(i) Apartment No \_\_\_\_ in Tower No. \_\_\_\_ containing a super built up area of \_\_\_\_ square feet.

(ii) **Car Parking Space Nos** \_\_\_\_ at Upper Basement \_\_\_\_ at Lower Basement.

(the Apartment and the Car Parking Spaces are delineated in the map or plan annexed to the Deed)

The Apartment along with the Car Parking Space shall be treated as a single indivisible unit for all purposes and in case of sell or transfer, both should be done together.

Thus, alongwith Apartment, the specified/designated Parking Space in the basement Parking for Phase I buyers has also been conveyed to Apartment Owners in Phase I.

### **Declaration in Form A:**

In the Form A for Phase I (Tower 1 to 7), while the 7 Towers have been declared and submitted, but the Basement where Parking has been assigned to buyers of Phase I Apartment Owners alongwith Apartment **has not been submitted in the Declaration (Form A)** although the Apartment Owners at Tower 1 to 7 are rightful owners of the Basement Parking, exactly the same as they are owners of Apartment in Tower they bought. These Owners are lawful members of UAAO.

The Basement Parking under Phase I was completed sometime in 2016 alongwith Towers 1 to 7 and Completion Certificate was obtained simultaneously. Undoubtedly, the Basement Parking at Phase I belongs to the Apartment Owners at Tower 1 to 7 and should have been submitted & declared in *Form A* for Phase I alongwith the Towers. Clearly, by not doing so, the Apartment Owners Association for Phase I (Tower 1 to 7), i.e., UAAO have been deprived of vast property rightfully owned by its members.

### **KMC Sanction:**

Snap-shot of Regularised Plan (in year 2016) u/s 26 (2a) and 2(b) of KMC Building Rules 2009 to original Building Plan dated 9 Apr, 2010 for Phase I (T1-7, Club and basement Parking) shared here.

## Urbana Association of Apartment Owners

KMC in its sanction in 2016, assessed required car Parking for the proposed Apartments in Tower 1 to 7 at 2138 Nos.

Total covered parking provided at Basement I, II and Mezzanine was 2481, as the area for the few extra Parking was *relaxed* from FAR computation (Relaxation Area for Parking).

On 33922.33 Sq Mtr Land, the built-up area for Parking was 71246.85 SqM .

Effective Floor Area (FAR) for T1-7:  
281189.56-7089.50 = **274100.06 SqM**

12. REQUIRED CAR PARKING :	FOR TOWER 1 = 360 NOS. TOWER 2 = 358 NOS. TOWER 3 = 354 NOS. TOWER 4 = 272 NOS. TOWER 5 = 276 NOS. TOWER 6 = 276 NOS. TOWER 7 = 242 NOS. TOTAL = 2138 NOS.
13. PROVIDED CAR PARKING :	BASEMENT I = 1172 NOS. (COVERED) BASEMENT II = 1168 NOS. (COVERED) BASEMENT MEZZANINE = 143 NOS. (COVERED) 106 NOS. (OPEN) TOTAL = 2589 NOS.
14. RELAXATION AREA FOR PARKING :	( 33,922.93 + 33,163.158 + 4160.77) SQM. = 71,246.85 SQM.
15. EFFECTIVE FLOOR AREA :	(3,52,436.41 - 71,246.85) SQM. = 2,81,189.56 SQM.
16. PROPOSED F. A. R. :-	2,81,189.56 / 2,62,760.20 = 1.07 < 2.50

The original Building Permit No. 2010120034 dated 9.4.21010 was regularised in year 2016 u/s 26 (2a) and 2(b) of KMC Building Rules 2009 to original Building Plan dated 9 Apr, 2010 for Phase I (T1-7, Club and basement Parking).

In this Plan of 2016, only Tower 1 to 7, Basement Parking for Phase I (Tower 1 to 7) was sanctioned, neither there was any reference or approval for any Bungalow or any development in Phase II

Hence the Basement Parking must be part of Phase I Association, i.e., UAAO as it was exclusively for Phase I.

(T) +91 33 24431901/02, (F) +91 33 24431903, (E) info@urbana.co.in

Project : URBANA Intergrated Township

**REGULARISED PLAN U/R 26(2a) & (2b) OF KMC BUILDING RULE 2009 FOR BENGAL N.R.I HOUSING COMPLEX LTD. AT PRE.NO. 783, ANANDAPUR, KOLKATA - 700107, WARD:- 108, BOROUGH:-12.**

PREVIOUS BUILDING PERMIT NO : 2010120034, DATED. 09.04.2010 AND 2010120076, DATED. 24.04.2010, AND 2014120004 DATED 05.04.2014

Discipline:				
<b>ARCHITECTURAL</b>				
Drawing Title:				
MASTER PLAN				
Designed:	Drawn:	Checked:	Approved:	Project Number:
aCTa	MM	SC	RB	01
Drawing No:			Sheet size & Scale:	
SKB/BNRI/KMC/AR/MP			A0.1:1000	
Drawing Status		Sheet No.	Rev.	Date
Drawing For Rule 26(2a) & (2b)		1	00	07.06.2016

TABLE 5 - SL. NO. 1

**Irrational & Inconsistent:**

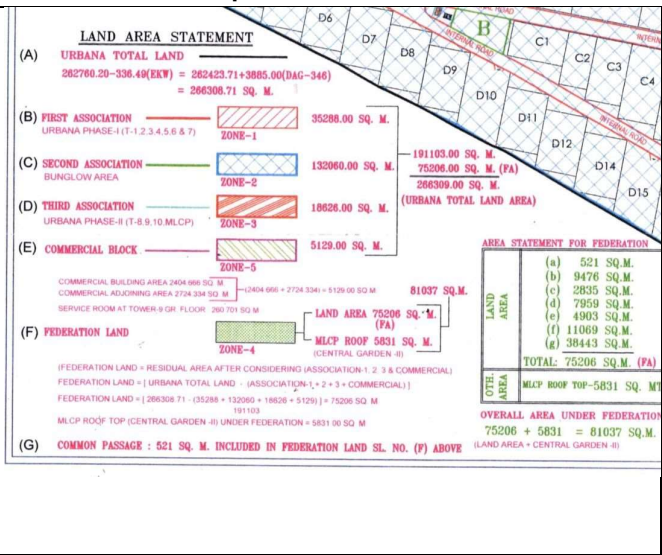
With the draft *Form F* (for formation of Federation), BNRI shared a Land Area Statement' for different associations as under:

# Urbana Association of Apartment Owners

The 'Land Area Statement' (on RHS) shows the Land Area under different associations:

For Third Association, i.e., for Urbana Phase II, besides the Tower 8, 9, 10, **the MLCP (Car Parking) also included in land area of Phase II (T 8-10).**

For Phase I (T 1-7), merely land of Tower 1-7 has been included while **entire Basement Parking has been excluded** which is part of Phase I and assigned to Apartment Owners of T 1-7.



**Included in Association Land:**

Particulars	Phase I	Phase II	Bungalow
Driveway to Tower or Bungalow Plot	Yes	Yes	Yes
Internal Road: Tower to Tower or Bungalow Plot to Plot	No	Yes	Yes

While the Internal Road in Phase II and Bungalow has been included in the Association Land area but in case of Phase I (Tower 1 to 7) the internal Road linking the 7 Towers has been **excluded**.

Completely Irrational and illogical approach on part of BNRI

Further, in the 'Land Area Statement', second largest chunk of Land, i.e., **75206 Sq Mtr**, equivalent to **18.58 Acres** of land shown as 'meant for Federation' (besides 5129 SqM for Commercial Block). As per my interpretation of the Act and Rules (see below), property can be held by Association only and Federation never hold any property since Federation is meant for administering the common areas, formed by the constituent Associations..

Moreover,, the state Government leased land to BNRI *for establishment of Township* as stated in every Lease Deed, which BNRI have also ratified in each Assignment Deed (executed with Buyers) of establishing Township. IMO, as per Township Act/Rules, Commercial Block being part of '*Basic Urban Infrastructure facilities*' falls under Common area. Thus, the entire Urbana Land measuring **266308.71SqM** should belong to either of the 3 Associations only (Phase I, Bungalow and Phase II).

**B. Federation**

BNRI prepared the Declaration in Form A for Phase I, signed by BNRI officials as PoA of Apartment Owners and submitted with Competent Authority. Apparently, they misinterpreted the newly introduced section 5A in the Act as well the Form F in the Rules, as a consequence the Declaration (Form A) for Phase I was grossly incorrect with many errors - few already above (in previous section A).

# Urbana Association of Apartment Owners

Attention is drawn relevant sections of the Act and Rules – excerpts below:

## **WB Apartment Ownership Act:**

### Section 3(hh):

"**Federation**" means **the body formed by various Association of Apartment Owners** for the purpose of **maintaining and managing the common areas, facilities and amenities which are commonly enjoyed** and availed by all the apartment owners of complexes having different types of apartments ...of Township as defined under the West Bengal Town and Country (Planning & development) Act 1979, wherein handover of possession is phase-wise.

### Section 5A:

Common Areas, facilities and amenities of the Federation:

- (1) In case of township having multiple associations, **the common areas, facilities and amenities for the Federation** shall be such as shall be expressly provided in the Declaration for the Federation, i.e., Form F

## **WB Apartment Ownership Rules**

### Form F (for Federation)

1. In pursuance of Section 5A, we, the office bearers of first association of **apartment owners association** and persons nominated by promoter as representatives of following constituent association to be formed .. do hereby further declare that **we intend to form a Federation** comprising the following constituent associations **to maintain common areas and facilities stated herein below**, under the provisions of WB Apartment Ownership Act, 1972.

2. We do hereby furnish further the following particulars:

(A) Description of the Property:

(iii) Area and description of **common areas and facilities to be administered by the proposed federation**

(B) Percentage of interest in the common areas and facilities appertaining to each Constituent Association.

## Urbana Association of Apartment Owners

### Comparison/Difference between Apartment Owners Association and Federation

There are basic differences between 'Apartment Owners Association' and 'Federation' under the Act. For ready reference, I have collated to best of my abilities, possible some error could be crept it.

	<b>Apartment Owners Association</b>	<b>Federation</b>
Relevant Section in the Act	U/s 2, sole/All/Majority of the Owners of every <b>property</b> having residential Units <b>shall submit</b> the same to the provisions of the Act	U/s 5A, in case of township having multiple associations, <b>the common areas, facilities and amenities for the Federation</b> shall be as expressly provided in the Declaration for the Federation (, i.e., Form F)
Form and Provision under Rules	For Formation of Apartment Owners Association, in 'Declaration' under Form A, sole/All/Majority of the Owners <b>submit the said property comprising of Building(s) having residential units together with common areas and facilities</b> to the provisions of WB Apartment Ownership Act.	The office bearers of first association of <b>apartment owners association</b> and persons nominated by promoter as representatives of constituent association to be formed .. do declare that <b>we intend to form a federation</b> comprising the constituent associations <b>to maintain common areas and facilities stated herein</b> , under the provisions of WB Apartment Ownership Act.
What goes or passes upon formation	The Building alongwith Common areas passes from the Apartment Owners to the Apartment Owners Association	The Federation is entrusted only with responsibilities of maintaining the common areas entrusted to the Federation. No property passes.
Property Passes	Yes	No

Thus, clearly no property passes to Federation.

But BNRI in the Declaration for Phase I neither declared:

- the basement Parking nor
- the pre-rated Common Areas belonging to the APARTMENT Owners of Phase I

Therefore Form A need to be suitably modified without delay, as explained above.

# Urbana Association of Apartment Owners

## 4. Urbana Township

In the 'Take Over Task Force' meeting held on 14th March'26, it was assured that the 'additional documents' (including sanction/approval of Urbana under WB Township Rules) under clause 9 of the Agreement sought will be provided by BNRI. However, even after 3 weeks since then, the same has not been received from BNRI and in the meantime notice for SGM on 5<sup>th</sup> April, 2026 has been issued.

Invite attention to the excerpts below from the Lease Deeds (App-A), Assignment & Model Deeds (App-B), Environment Clearance (App-C) and Meeting between BNRI Directors and UWA on 16/3/23 (App-D)

In these sections (App-A to App-D), beyond any doubt, it's established that Urbana is a 'Township' as per WB Township Act/Rules:

- As per all Lease Deeds, upon application by BNRI state Govt leased land to BNRI for the purpose of 'establishing Township as per WB Township Act & Rules'. State Govt stipulated terms of lease which must be honoured for continued enjoyment and renewal of lease on expiry (App-A)
- BNRI in the Assignment Deed confirmed that Urbana is a 'Township' as per WB Township Act/Rules and gave Representation as well warranties that it has been and shall, at all times, remain to be in compliance with all applicable laws (App-B)
- In environment Clearance for both phases, it was submitted as 'Township' (App-C)
- In a meeting held between BNRI Directors and UWA, BNRI Directors had confirmed that Urbana is a 'Township' (App-D)

Snippets from WB Township Rules and analysis of Land Area allocated at Urbana listed under App-E and Summary of Building Permits (Architectural Master Plans) sanctioned by KMC appear under App-F

At these sections, (App E and F), it's clear that plans submitted by BNRI and sanctions by KMC were under 'KMC Building Rules' and not under 'WB Township Act' for which Land was leased or declared in the Assignment Agreement. At Appx F, from the Analysis of Urbana 'Land Allocation', its clear that the criteria of WB Township Rules have not been fulfilled and it does comply with WB Township Rules.

Thus, prima facie, BNRI have not complied with the Lease terms which states purpose of Land leasing was 'establishment of Township as per WB Township Act, 1979', also the declaration in Assignment deeds by BNRI are untrue.

In App- G, I have noted down my analysis & observation on the entire subject, strongly feel that BNRI is in violation of Lease Terms since Urbana has not developed as 'Township', compliant with WB Township Rules.

As a consequence of non-compliance of Lease terms by BNRI, the allottees in future bear the risk of (a) termination of lease due to breach of lease terms, also (b) refusal of renewal on expiry of lease. As per Township Rules, 60% of the Land should be allocated for Basic Urban Infrastructure Amenities, Basic Urban Infrastructure Facilities and additional Open Area whereas land area allocated at Urbana is much less, hence Apartment Owners should get much more Infrastructure amenities and facilities as per Township Rules.

## Urbana Association of Apartment Owners

Urbanites have invested thousands of crores for their dream home, due to non-compliance on part of BNRI, they are at risk of eviction and deprived of facilities as per rules.

So, this is the topmost priority, UAAO leadership should ensure full compliance on part of BNRI and that proper sanction and approval under WB Township Act/Rules are secured by BNRI for 'Urbana Township; and shared with Urbanites for peace of mind and future records.

Under App-H, I have also jotted down few anomalies that came to my notice.

### Appendix -A

#### Urbana Land: Application & Lease sanction by WB state Government

##### **BNRI Application to WB State Govt for establishing a township under 'WB Town and Country (Planning & Development) Act 1979'**

In 1996, Bengal NRI Complex Limited (BNRI) had applied for sanction of Land with WB State government for establishment of a township in accordance with the provisions of the Town and Country (Planning and Development Act), 1979

##### **Sanction of Land on Long term settlement to BNRI by State Govt for establishing a township under Tower and Country (Planning & Development) Act 1979:**

BNRI's application for permission to establish a township under Tower and Country (Planning & Development) Act 1979, Govt of West Bengal, in its Land & land Reforms Department vide Order No 3222-GE(M)/171/95 dated 19/7/1996 accorded sanction to long term settlement on land parcel containing an area of 47.93 Acres in R.S. Plot 441 (Part) (10.67 Acres) and R.S. Plot 345 (Part) (37.26 Acres), Mouza Madurdaha, J.: Mo. 12, District South 24 Parganas

##### **Possession Writ:**

On 20.02.1997, 'Writ of Possession' Order for delivery of possession 47.93 Acres of Land to BNRI, w.e.f. 20.02.1997 issued by authorities upon receipt of Rs 2,46,39,853, towards Part Selami for the 47.93 Acres of Land.

##### **Lease Deeds:**

Due to involvement of Court cases in respect of the said 47.93 Acres land, the entire process of execution of lease deed was held up – as stated in Land and Land Reforms Dept Order dated 13.09.2004 and 30.11.2006

Land and land Reforms dept. by its order dated 13.09.2004, at BNRI's request that **10.67 Acres of Land under Dag 441 (P)** is free from litigation and willing to get lease deed executed on payment of Salami, the Deptt. in it's order to ADM and DLLRO, South 24 Parganas conveyed '*Now therefore, the Governor has been pleased to accord sanction to the long term settlement of 10.67 Acres of land for a period of 99 years with effect from 20.02.1997 at salami of Rs. 1,24,07,076 and an annual rent as specified in the order from the date of possession (i.e., 20.02.1997) or at such rate as may be fixed for the purpose of establishment of a township in accordance of provisions of town and country (Planning and Development) Act 1979.* The ADM and DLLRO, South 24 Parganas was advised to execute lease Deed for 10.67 Acres in favour of BNRI as per draft Deed of Lease, upon realization of Selami and rent for 10,67 Acres. Subsequently, on 8 Dec 2006 **Lease Deed being No. 184 of 2006 for 10.67 Acres Land** was executed between Govt of West Bengal and BNRI

BNRI reported Land & Land Reforms deptt that the area of **37.26 Acres of Land under Dag 345 (P)** is now free from litigation under possession of BNRI. Land and land Reforms dept. by its order dated 30.11.2006 in

## Urbana Association of Apartment Owners

partial modification of Order No. 3222-GE(M) dated, 19.07.1996, conveyed to ADM and DLLRO, South 24 Parganas 'Now therefore, the Governor has been pleased to accord sanction to the long term settlement of 37.26 Acres of land comprised in Plot No. 345 (P) at Mouza Madurdaha, JL No. No. 12, under PS Tiljala for a period of 99 years with effect from 20.02.1997 at selami of Rs. 4.33.25.928 and an annual rent at the rate of Rs 1,36,819 for the purpose of establishment of a township in accordance of provisions of town and country (Planning and Development) Act 1979. The ADM and DLLRO, South 24 Parganas was advised to execute lease Deed for 37.26 Acres in favour of BNRI as per draft Deed of Lease upon realization of Selami and rent for 37.26 Acres. Subsequently, on 9 Jan 2007, **Lease Deed being No. 136 of 2007 for 37.26 Acres Land** was executed between Govt of West Bengal and BNRI

On the basis of Memo No. 60 - HS (N)/13 dated 9th December, 2013 of the Home Department of the Government of West Bengal, at the request of the Housing Department, vide its Memo No. 675-H1/JVC-2/2012 dated 16.12.2013, the Land & Land Reforms Department of the Government by its order No. 213-GE(M)/ 171/95 GE(M) (Part III) dated 27th January, 2014, in modification of its earlier four Orders dated 19th July, 1996, 13<sup>th</sup> September, 2004, 14th February, 2006, by an Indenture of Lease dated 10<sup>th</sup> June, 2014 and superseded/substituted lease deeds dated 8<sup>th</sup> December, 2006 and 9<sup>th</sup> January, 2007 that are treated as part of the fresh lease dated 10.06.2014. The Annual Rent was revised w.e.f, possession, i.e., 20.02.1997: for first 30 years at the rate of 23,46.652 and subsequent 69 years ascertained at Rs 430 per year. Upon payment of differential amount, lease deed dated 10<sup>th</sup> June, 2014 (being No. 4622 of 2014) for 47.93 Acres Land (covering Lese Deed dated 8<sup>th</sup> December, 2006 and 9<sup>th</sup> January, 2007) between Govt of West Bengal and BNRI was executed.

### **How much BNRI paid (or pay in future) for lease of 47.93 Acres of Land to WB State Government ?**

in the lease deed dtd.10<sup>th</sup> June, 2014, Annual Rent was increased. Thereafter BNRI paid/shall pay for 47.93 Acres Land on lease from state government:

- Selami Rs 5,57,33,008
- Annual Rent: for first 30 years @23,46,652, subsequent 69 years @430 (from 20.02.2027). Thus, Total Rent paid/payable: 7,04,29,250

**Total Cost of 47.93 Acres (2875.8 kottah) to BNRI Rs 12,61,62,258, i.e. 12.61 Crores (Selami + Annual Rent for 99 years), i.e., Rs. 43870 kottah**

For reference:

- DSR-III, South Parganas while executing Rectification Deed had assessed **Market value for the 47.93 Acres**, as under:
- At **Rs 464.77 Cr** on 13.07.2015
- at **Rs 580.98 Cr** on 02.02.2028
- Few Urbanites mentioned that in recent past Bungalow plots in Urbana have changed hands @ Rs 130-150 lacs/kottah.

In all Lease Deeds and associated Government Orders, the purpose of leasing land to BNRI by State Government is clearly mentioned:

### **Establishment of a Township in accordance of provisions of Town and Country (Planning and Development) Act 1979**

In the Lease Deeds, **Terms and Conditions** have been appended – Excerpts from the few pertinent ones:

1. The Lessee (i.e., BNRI) shall **carry out the terms embodied in this lease and will continue to be bound thereby**

## Urbana Association of Apartment Owners

4. The Lessee (i.e., BNRI) shall **utilize the plot of land for the purpose for which it is leased** within 3 years from the date of issue or order sanctioning such lease.

6. Should the Lessee (i.e., BNRI) **duly and faithfully observe and fulfil the terms, conditions** and covenants on the part of the Lessee herein contained, the Lessee shall on the expiry of expiration of the aforesaid period of 99 years **be entitled to have a renewal of this lease for a further period of 99 years** upon the same terms and conditions and to such terms and conditions as the state government may from time to time consider if necessary to impose and include in such renewed lease or leases

21. **On breach or non-observance of any of the foregoing covenants**, terms and conditions rendering the demised land unfit for the purpose for which it is leased, **the lease shall be determined/terminated by the Lessor** on giving the Lessee an opportunity of being heard and the Lessee shall forthwith make over quiet and peaceful possession of the lands and hereditaments to the District Land and Land Reforms Officer on behalf of the Lessor.

For ready reference, a copy of 'Lease Terms & Conditions' attached herewith and marked as Annexure - I

### Appendix -B

#### Deed of Assignment between BNRI (Assignor) and Apartment and Bungalow Plot Allottees (Model Deeds):

Reproduced below few relevant excerpts:

#### Deed of Assignment between BNRI (Assignor) and Apartment Allottees of Phase-I: Tower 1 to 7

##### WHEREAS

Demised Land for a period of 99 years with the option for renewal thereof for a further period of 99 years and thereafter successive like periods upon the terms, conditions and covenants contained in the Head Lease **for the purpose of establishment of a township in accordance with the provisions of the West Bengal Town and Country (Planning & Development) Act, 1979.**

The Assignor is thus seized and possessed as a lessee of All That premises No. 783, Anandapur, Kolkata comprised of total area of 64.93 acres equivalent to **2,62,760.20 sq. metres** in R.S. Plot Nos. 345 (P), 441(P) lying and situated at Mouza- Madurdaha, J.L. No 12, Police Station- Tiljala, Sub- Registration District-South 24 Parganas in the State of West Bengal (hereinafter referred to as the "Demised Premises" or "**URBANA Land**")

After taking over possession of the Demised Premises, **the Assignor has taken up development of the same for the purpose of establishing a township thereat** in accordance with the **provisions of the West Bengal Town and Country (Planning & Development) Act, 1979** with all necessary **permissions and consents obtained from the authorities concerned for establishing such township** which has been named by the Assignor as "**URBANA**".

The Assignor has agreed to pay to the Lessor the annual rent in respect of the Demised Premises except total area of bungalows in terms of the Head Leases for the residual period of lease of 99 years from the dates of commencement of the respective Head Leases

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### Deed of Assignment between BNRI (Assignor) and Apartment Allottees of Phase-II: Tower 8 to 10

#### WHEREAS

Demised Land for a period of 99 years with the option for renewal thereof for a further period of 99 years and thereafter successive like periods upon the terms, conditions and covenants contained in the Head Lease **for the purpose of establishment of a township in accordance with the provisions of the West Bengal Town and Country (Planning & Development) Act, 1979.**

After taking over possession of the Urbana Land, the Assignor has taken up the **work of development of a township thereat** in accordance with the **provisions of the West Bengal Town and Country (Planning & Development) Act, 1979** with all **necessary permissions and consents** obtained from the authorities concerned **for establishing such township, which has been named by the Assignor as “Urbana” or “Urbana Project Land”**. In accordance with such permissions, the Assignor has framed a scheme of development on the Urbana Land comprising of various segments, such as a Bungalow Enclave, Residential Tower Segment, Basement Car Parking Area, Club and a Fifth Segment (comprising a land area of 5.87 acres approximately, hereinafter referred to as the “Phase II Project Land”).

#### 8. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR:

(ii) The Assignor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Phase II Project;

(v) **All approvals, licenses and permits issued by the competent authorities** with respect to the Phase II Project, Phase II Project Land, **Urbana Land** and said Apartment **are valid and subsisting and have been obtained by following due process of law.**

Further, **the Assignor has been and shall, at all times, remain to be in compliance with all applicable laws** in relation to the Phase II Project, Phase II Project Land, **Urbana Land, constructed spaces thereat**, the said Apartment and common areas, **amenities and facilities of Project Urbana and/or Urbana Common Portions**

### Deed of Assignment between BNRI (Assignor) and Apartment Allottees of Bungalow Plots (Model Deed):

#### WHEREAS :

Demised Land, in consideration of payment of the premium and the rent therein reserved TO HAVE AND HOLD the same unto the Lessee for a period of 99 years from 20<sup>th</sup> February, 1997 with an option of renewal thereof for a further period of 99 years and thereafter for successive like periods upon the same terms and conditions and to such terms and conditions as the state Government may from time to time consider it necessary to impose and include in such renewed lease or leases **for the purpose of establishment of a Township** in accordance with the **provisions of the West Bengal Town and Country (Planning & Development) Act, 1979**

**AND WHEREAS** after taking over possession of the demised premises the Assignor developed the demised premises **for the purpose of establishing a township thereat** in accordance with the **provisions of West Bengal Town and Country (Planning & Development) Act, 1979** with all **necessary permissions and consent** obtained from the authorities concerned **for establishing such township** which is named by the Assignor as **URBANA**.

## Urbana Association of Apartment Owners

**AND WHEREAS** the Assignor agreed to assign its leasehold interest in respect of an area of **xx** cottah (more or less equivalent to **XX** acre) of land comprised in scheme plot no. **XX** in the demised premises unto the Assignee together with right of user and enjoyment of the common portions, areas, parks, roads, **amenities and facilities of the said URBANA Township** to be used along with Assignees and occupiers of different scheme plots **in the said Township**.

The Assignor hereby represents that a 100% subsidiary company has been formed for maintenance of the **URBANA Residential Township Complex**, named Urbana Facility Maintenance Private Limited

Under Schedule -B, there are multiple references of “**URBANA Township**”

In every Assignment Deed (Phase I or II) or for Bungalow plots, It's mentioned in clear terms that BNRI developed the premises for the purpose of establishing a township Project named **URBANA Residential Township**.

## Appendix C

### Environment Clearance:

#### Phase I: Tower 1 to 7

In the Environment Clearance dated 28/03/2016 (for Phase I), the Chief environment Officer and Member Secretary, SEIA A, described the proposal as under:

The proposal has been examined and processed in accordance with the EIA Notification, 2006. **The proposed project is for development of a Township** consisting of Residential and Commercial Complexes.

#### Phase II: Tower 8 to 10

In the Environment Clearance (EC) issued by Member Secretary SEIAA (WB) on 13.4.22, the application dated 6.8.2021 has been described as under:

#### Background of the Project:

The proponent made online application vide proposal dated 06.08.2021 seeking environment clearance under provisions of the EIA Notification, 2006 **for the proposed expansion of Township 'URBANA'** at 782 & 783 Ananadpur.

The proposal has been examined and processed in accordance with the EIA Notification, 2006. **The proposal is for expansion of township project 'URBANA'** having total built up area of 185417.351 sqm (Tower 8, 9, 10 with Commercial & MLCP block - 180830.486 sqm and other construction area - 4586 sqm) on a total land area of 262760.20 sqm

## Appendix D

In a meeting held on 16th March, 2023 between BNRI and UWA, attended by 5 Directors of BNRI, namely Messrs Pradeep Kumar Sureka, Mayank Jalan, Rahul Todi, Ram Krishna Agarwal and Rajendra Kumar Agarwal and Messrs Sanjeev Nandwani (current UAAO President), Atanu Ghos, Kisor Kumar Nadhani and Tarun Kumar Basu.

# Urbana Association of Apartment Owners

Response of BNRI to Point # 3:

- **Urbana is an integrated Township project** where there will be no internal boundary between segments

## **Observation (on App A to D above):**

According to all Lease Deeds, Assignment Agreement (for Bungalows and Apartments) as well in EC Clearance, 'Urbana' is a Township under the provisions of West Bengal Town and Country (Planning & Development) Act, 1979. BNRI in Assignment deed confirmed having obtained all necessary permissions and consent from the authorities concerned for establishing such township which is named by the Assignor as URBANA. In the meeting held on 16.03.2023 between UWA and BNRI, the 5 Directors of BNRI confirmed that Urbana is a Township where Mr Nandwani was also present.

Accordingly, multiple times UAAO sought from BNRI, approved copy of sanctioned Development/Master Plan for Urbana Township, duly approved by competent authorities. Despite repeated follow-up, till now BNRI have failed to share any sort of evidence or documentary proof that Urbana has been developed by BNRI as 'Township' as per provision of West Bengal Town and Country (Planning & Development) Act, 1979 and it fully complies with the purpose for which land was leased by State Govt to BNRI.

State Govt had leased the Urbana land to BNRI as Lessee for development of Township under the provisions of West Bengal Town and Country (Planning & Development) Act, 1979 setting terms to comply with, failing which the Lease might be determined/terminated, also renewal might be refused if the terms, conditions and covenants on the part of the Lessee is fulfilled and faithfully observed.

During the meeting of 'Take Over' task committee, the UAAO office bearers who are regularly meeting BNRI officials had assured that BNRI shall provide the Documents sought in the mail sent by UAAO President on 9<sup>th</sup> March'26. However, since then more than 3 weeks have elapsed and BNRI neither shared the documents sought, nor even acknowledged or confirmed the date by when they'll share the documents sought for.

BNRI also made 'Representations and Warranties' that "All approvals, licenses and permits issued by the competent authorities" are valid and have been obtained by following due process of law. When BNRI declared in the Assignment Deed that 'all necessary permissions and consent obtained from the authorities concerned for establishing such township', then all such documents should be ready with them and surely should not have any difficulty in sharing during the period of last 3 weeks. Due to non-receipt of documents or even a confirmation, it appears that BNRI do not have any such permission and their Declaration, Representation and Warranties are false.

## **Appendix E**

### **West Bengal Town and Country (Planning & Development) Rules**

Section 137(1) of West Bengal Town and Country (Planning & Development) Act has overriding effect over any other law. It reads:

*The provisions of this Act and rules and regulations made thereunder shall have effect notwithstanding anything inconsistent therewith contained in the law.*

Hence, it's necessary to check whether Urbana Project has complied with provisions of WB Town and Country (Planning & Development) Rules have complied with.

2 b) "Additional Open Space" means the area to be provided in the form of greeneries, water bodies, etc to be used as a buffer between zones or used to ensure the desired including environment

2 d) 'Basic Urban Infrastructure amenities" includes infrastructure to provide basic utilities and services like roads and transport systems including parking facilities, street lighting, street furniture, power supply, and

## Urbana Association of Apartment Owners

distribution system, telecommunication systems, necessary systems and facilities for potable water supply, drainage, sewerage and sanitation systems, solid waste including bio-medical and e-waste management systems, organised open space including landscaping, plantations, urban forestry, rainwater harvesting and other relevant urban services

2 e) Basic Urbana Infrastructure facilities includes commercial facility, medical facility, educational facility, recreational facility and other infrastructural facilities like post office, fire fighting station, police station/ outpost and other relevant facilities

2(ff) “Master Plan or Development Plan” includes a land use zoning plan for visioning, controlling, directing and promoting sound and rational development and redevelopment of any area for a specific time period.’;

### Allocation of Land Area:

**The area to be provided for basic urban infrastructure amenities, basic urban infrastructure facilities and additional open space within the township project shall not be less than the following limit:**

Type of Township	Area for Basic Urban Infrastructure Amenities	Area for Basic Urban Infrastructure facilities	Additional Open Space
Residential	30% of Project Area	25% of Project Area	5% of Project Area
Institutional	30% of Project Area	25% of Project Area	5% of Project Area
Industrial	30% of Project Area	25% of Project Area	10% of Project Area
Other Special Category	30% of Project Area	25% of Project Area	5% of Project Area
Integrated	30% of Project Area	25% of Project Area	5% of Project Area.

### Interpretation

Thus, total Area of Land for (a) Basic Urban Infrastructure Amenities – 30% (b) Basic Urban Infrastructure Facilities 25% (c) Additional Open Area 5%, sums up to 60% of Land Area of Project which means only in 40% of Project Land Area Residential construction can be done.

Detailed Project Report/Master Plan of the Township: **Layout plan of the Project Area showing the use of specific locations of area to be provided for basic urban infrastructure amenities, basic urban infrastructure facilities and additional open space including schedule of areas of the proposed uses, clearly delineating the different use-zones as possible by means of colour, letters and explanatory pr in some other convenient manner** illustrated in the plan.

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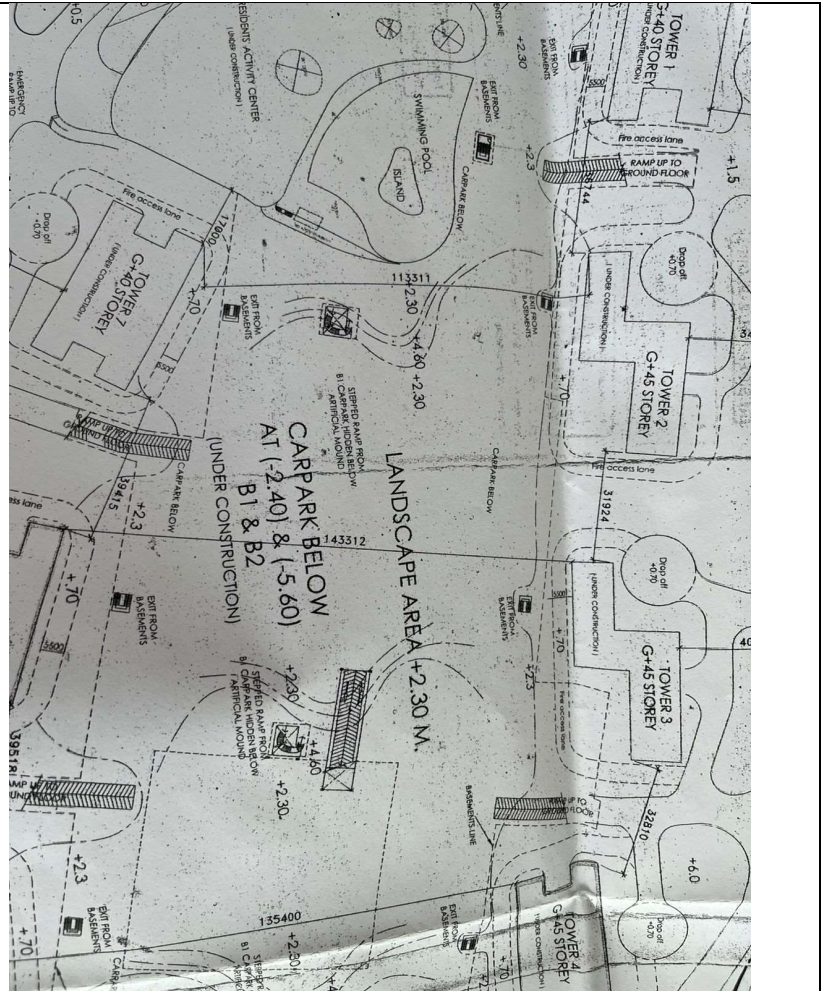
## Computation of Land Area Used at Urbana Project:

Under Deed of Assignment, Bungalow plots have been conveyed to the respective allottees (see below)

Likewise, Land of each Tower assigned to owners of respective Towers. Also demarcated Car Parking assigned to respective Apartment Allottees along with Apartment under the same Assignment Deed (see below)

As can be seen from the section of Sanctioned Building Plan (on right hand side), the Land area has been used for 'Basement Parking' (over which Landscaping has been done to convert to Central garden – I). The Land of Car Parking has been assigned to Apartment Allottees of Tower 1 to 7 under respective Assignment Dees

Thus, the land used in Basement Parking in Phase I, MLCP in Phase II has been/shall be assigned/conveyed to allottees of Apartment under Deed of Assignment, and not part of Common areas - thus *not part of Basic Urban Infrastructure Amenities (Rule 2d)*.



### Excerpts from Assignment / Model Deed for reference:

#### Ph – 1 (Tower 1 to 7)

‘the Assignor \*BNRI) doth hereby transfer, convey and assign unto the Assignee **ALL THAT** :

- (i) Apartment No \_\_\_\_\_ in Tower No. \_\_\_\_\_ containing a super built up area of \_\_\_\_\_ square feet.
- (ii) Car Parking Space Nos \_\_\_\_\_ at Upper Basement \_\_\_\_\_ at Lower Basement.

#### Ph – II (Tower 8-10):

##### i. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Assignor agrees to assign its leasehold interest and the Assignee hereby agrees to accept such assignment of the leasehold interest of the Assignor in respect of the said Apartment as specified in paragraph H and are as follows:

- (i) Leasehold interest in respect of the Apartment No XXXX having carpet area of XXXX square feet, built up area of XXXX square feet, super built up area of XXXX square feet, on the XX floor of Tower No. XX

## Urbana Association of Apartment Owners

("Building") along with XX square feet verandah/balcony (if any) more fully mentioned in Part I of Schedule B hereto and delineated in the map or plan annexed hereto being "Annexure A2A & A2B".

(ii) The right to park a light motor vehicle at Space Nos. XX & XX identified and selected by the Assignee from the designated parking areas as sanctioned by the concerned authority) in the MLCP/Open/Covered for parking a motor car (s) as permissible under the applicable laws, and more fully described in Part II of Schedule B below and delineated in the map or plan annexed hereto being "Annexure A3".

(iv) It is made clear by the Assignor and the Assignee agrees that the Apartment along with the Car Parking Space No. XXXX & XXX shall be treated as a single indivisible unit for all purposes.

Bungalow:

**NOW THIS INDENTURE WITNESSETH** that having obtained necessary permission from the District Land & Land Reforms Officer in pursuance of the terms and conditions contained in 2 Head Leases and in consideration of a sum of **Rs xx** only paid by the Assignee towards the full and final amount of consideration on memo (the receipt whereof the Assignor doth hereby admit and acknowledge), the Assignor doth hereby assign the lease hold interest on ALL THAT scheme plot no. **XX** comprised an area of **XX** cottah (more or less equivalent to **XX** acre) being demarcated portion of premises No.783, Anandapur, more fully described in Part-II of Schedule —A hereunder written and delineated in the map or plan annexed hereto and bordered in colour Red

Given below a summarized Urbana Land use/allocation (Ref: Building Permit No. Building Permit (a) 2014120004 dtd 4.10.2016 and (b) being No. 2021120148 dated 27<sup>th</sup> July, 2021

Segment	Description	Land Area (Sq. Mtrs)	% of total land area
Urbana Land as per Building Permit by KMC		262423.46	
<b>Bungalow</b>	54 Plot-1465 Kottah	97993.85	37.34
<b>Phase I (Tower 1- to 7)</b>	Towers 1-7 Ground Cover	7341.64	
	Basement I, II & Mezzanine	<u>33922.93</u>	15.72
<b>Phase I (Tower 8- to 10)</b>	Towers 8-10 Ground Cover	4310.31	
	MLCP	<u>5866.06</u>	3.89
<b>Total Land assigned to Allottees under Assignment Agreement</b>		149444.69	<b>56.95</b>

Inference:

- Thus **37.34% of total Land area of the Project allocated to the 54 Bungalow plots alone**
- 15.72% of total Land area of the Project allocated to Phase I (Tower 1 to 7 and Basement Parking)
- 3.89% of total Land area of the Project allocated to Phase II (Tower 8 to 10 and MLCP)

As such, **total 56.95%, say 57% of Project land allocated to uses other than Basic Urban Infrastructure, Basic Urban Facilities and Additional Open Area**, whereas as per WB Township (Country & Planning) Rules cap to maximum 40% since 60% of Project Land is to be allocated to (a) Basic Urban Infrastructure Amenities – 30% (b) Basic Urban Infrastructure Facilities 25% (c) Additional Open Area 5%, sums up to 60% of Land Area of Project. Therefore, **allocation of Land area for Amenities, Facilities and additional Open Area does not meet the WB Township Rules.**

## Urbana Association of Apartment Owners

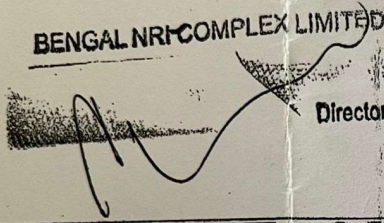
Only (Item SI #5). Residential Activity Centre falls under **Basic Urban Infrastructure Facilities** for which allocated land area is **4270 Sq Mtrs.** which works out to just 1.63% of total Project land, thus the minimum land allocated for basic urban infrastructure facilities not being fulfilled and there is huge shortfall under this head alone.

### Appendix F

For Urbana, Building Plans were drawn up by BNRI Architect as per **KMC Building Rules 2009**. KMC validated and sanctioned 'Building Permits' as per KMC Rules. In 2016, Under Rule 26 (2a) & (2b) of KMC Building Rule, regularised plan for the alterations and additions made to the initial Building Permits of 2010 for Tower 1-7, Basement I, II & Mezzanine, Club (Residents Activity Center) were submitted which KMC sanctioned.

<b>Area of Land:</b> 262760.20 Sq Mtr.	
<b>Permissible FAR:</b> 2.5	<b>Permissible Total Floor Area:</b> 656900.50 Sq Mtr
<b>Drawing Title:</b> Master Plan	<b>Discipline:</b> Architectural

As per **Statement of Architect**, Building Plans drawn, submitted and sanctioned as per **KMC Building Rules 2009**

Statement of Architect	
 <p><b>BENGAL NRICOMPLEX LIMITED</b> Director</p> <p>SIGN. OF OWNER</p> <p><b>STATEMENT OF ARCHITECT:</b> I DO HEREBY CERTIFY THE PLAN WITH FULL RESPONSIBILITY THAT THE BUILDING PLAN HAS BEEN DRAWN UP AS PER PROVISION OF KMC BUILDING RULES 2009 . AS AMENDED FROM TIME TO TIME AND THAT THE SITE CONDITION INCLUDING THE WIDTH OF ABUTTING ROAD CONFIRM WITH THE PLAN AND THAT IT IS A BUILDABLE SITE NOT A TANK OR FILLED UP TANK. IT IS ABSOLUTELY A SOLID LAND THE PLOT IS BUTTED AND BOUNDED BY BOUNDARY WALL .THE ABUTTING ROAD IS 17.5 M.WIDE K.M.C.ROAD.</p> <p><i>Subir Kumar Basu</i> <b>SUBIR KUMAR BASU</b> Registered Architect Regid. No. - CA / 78 / 4375</p> <p>SIGN. OF ARCHITECT</p>	<p>That the <b>Building Plan has been drawn up</b> as per provision of <b>KMC Building Rules 2009</b> as amended from time to time</p>

## Urbana Association of Apartment Owners

### Summary of 5 Building Plans submitted by BNRI and Sanctioned by KMC for Tower 1 to 7, Basement I, II, Mezzanine and Club (RAC)

Table, Sl. No,	Drawing Date and Status	Building Permit No. and Date	Description	Submitted for	Sanctioned Area (SqM) - Cumulative
Table-1 Sl-1	Date: 21/12/2009 Status: Drawing for Sanction	2010120034 dtd 9.4.2010	Proposed Residential Complex for Bengal NRI Complex Ltd at 783 Anandapur	Tower 1 (G+40) Tower 2 (G +45) RAC (Club) Basement I, II	Floor Area (T1&2) : 73499.07 Parking (Exempt) 62961.27 Covered Parking: 2397 Nos.
Table-2 Sl-1	Date: 21/12/2009 Status: Drawing for Sanction	2010120034 dtd 9.4.2010	Proposed Residential Complex for Bengal NRI Complex Ltd at 783 Anandapur	Residents Activity Centre – Floors Plans	Floor Area: 7089.50 [Ground Cover: 4270]
Table-3 Sl-1	Date: 15/02/2010 Status: Drawing for Sanction	2010120076 dtd 24.4.2010	Proposed Addition of Apartment Blocks for the Bengal NRI Housing Complex Ltd at 783 Anandapur	Addition of Tower 3 (G-45), 4 (G-40), 5 (G-40), 6 (G-40), and 7 (G-40)	Floor Area (T1-7): 259895.74 RAC (Club): 7089.50 Parking (Exempt): 62961.27
Table-4 Sl-1	Date: 12/02/2014 Status: Drawing for Sanction	2014120004 dtd 5.4.2014	Addition & alteration Plan for Tower 4, 5, 6 and Basement over an existing (G+40) storied Residential Building (Urbana) at 783 Anandapur	Addition of 5 more floors to Tower 5, 6 and 7 to make G+45. Addition of Basement Mezzanine	Floor Area (T1-7): 274100.06 RAC (Club): 7089.50 Parking (Exempt): 71246.85
Table-5 Sl-1	Date: 07/06/2016 Status: Drawing for Rule 26(2a) & (2b)	2014120004 dtd 4.10.2016	Regularised Plan under Rule 26 (2a) & (2b) of KMC Building Rule 2009 for Bengal NRI Housing Complex Ltd at 783 Anandapur.	Regularised Plan for T1 and T7 (G+40), 2/3/4/5/6 (G+45), Club and Basement I, II and Mezzanine	Building Plans 034, 076 and 004 dated 9.4.10, 24.4.10 and 5.4.14. Plans approved u/r 26 (2a) & (2b) KMC Building Dept on 4.10.2016 to be treated as part BS Plan 034, 076 and 004

# Urbana Association of Apartment Owners

**DETAILS OF F.A.R. CALCULATION:-**

01. AREA OF LAND :- 2,62,760.20 SQ.M.

02. ROAD WIDTH:- 17.5 M.

03. PERMISSIBLE F.A.R.:- 2.5

04. PERMISSIBLE GROUND COVERAGE:- 50%

05. PERMISSIBLE TOTAL FLOOR AREA:- 6,56,900.50 Sq.M.

06. PERMISSIBLE HEIGHT OF BUILDING:- (G+40 =134.10M.), (G+45=159.1M.)

07. SANCTIONED GROUND COVERAGE:

TOWER 1 (G+40)	= 1026.16 SQ.M.
TOWER 2(G+45)	= 1022.84 SQ.M.
TOWER 3 (G+45)	= 1022.84 SQ.M.
TOWER 4 (G+40)	= 1108.64 SQ.M.
TOWER 5 (G+40)	= 1026.16 SQ.M.
TOWER 6 (G+40)	= 1026.16 SQ.M.
TOWER 7 (G+40)	= 1108.64 SQ.M.
RESIDENTS' ACTIVITY CENTER	= 4270.00 SQ.M.
<b>TOTAL</b>	<b>= 11611.44 SQ.M. (4.42 %)</b>

08. SANCTIONED TOTAL COVERED AREA (AFTER EXEMPTION):-

TOWER 1(G+40)	= 35,625.82 SQ.M.
TOWER 2(G+45)	= 37,873.25 SQ.M.
TOWER 3 (G+45)	= 37,873.25 SQ.M.
TOWER 4 (G+40)	= 38,635.89 SQ.M.
TOWER 5 (G+40)	= 35,625.82 SQ.M.
TOWER 6 (G+40)	= 35,625.82 SQ.M.
TOWER 7 (G+40)	= 38,635.89 SQ.M.
BASEMENT I	= 31,998.12 SQ.M.
BASEMENT II	= 30,963.15 SQ.M.
RESIDENTS' ACTIVITY CENTER	= 7089.50 SQ.M.
<b>TOTAL</b>	<b>= 3,29,946.51 SQ.M.</b>

09. PROPOSED COVERED AREA (AFTER EXEMPTION) :-

TOWER 4 (G+45)	= 5081.02 SQ.M.
TOWER 5 (G+45)	= 4561.65 SQ.M.
TOWER 6 (G+45)	= 4561.65 SQ.M.
BASEMENT MEZZANINE	= 4160.77 SQ.M.
BASEMENT I	= 1924.81 SQ.M.
BASEMENT II	= 2200.00 SQ.M.
<b>TOTAL</b>	<b>= 22,489.90 SQ.M.</b>

10. TOTAL COVERED AREA (SANCTIONED+PROPOSED):- ( 3,29,946.51+22,489.90) SQ.M. = 3,52,436.41 SQ.M.

11. TOTAL EXAMPTED AREA :- (1693.30+1725+1725+1899.8+1899.8+1537.5) SQ.M. = 12205.4 SQ.M.

12. REQUIRED CAR PARKING :-

FOR TOWER 1	= 360 NOS.
TOWER 2	= 358 NOS.
TOWER 3	= 354 NOS.
TOWER 4	= 272 NOS.
TOWER 5	= 276 NOS.
TOWER 6	= 276 NOS.
TOWER 7	= 242 NOS.
<b>TOTAL</b>	<b>= 2138 NOS.</b>

13. PROVIDED CAR PARKING :-

BASEMENT I	= 1172 NOS. (COVERED)
BASEMENT II	= 1168 NOS. (COVERED)
BASEMENT MEZZANINE	= 143 NOS. (COVERED)
	= 106 NOS. (OPEN)
<b>TOTAL</b>	<b>= 2589 NOS.</b>

14. RELAXATION AREA FOR PARKING :- ( 33,922.93 +33,163.158 + 4160.77) SQ.M. = 71,246.85 SQ.M.

15. EFFECTIVE FLOOR AREA :- (3,52,436.41 - 71,246.85) SQ.M. = 2,81,189.56 SQ.M.

16. PROPOSED F.A.R.:- 2,81,189.56 = 1.07 < 2.50

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**Owner :** **BENGAL NRI COMPLEX LIMITED**  
 (A Joint Sector Company with the Govt. of West Bengal)

Anandapur, Madurdaha, P.O. East Kolkata Township Project, Kolkata-7  
 (T) +91 33 24431901/02, (F) +91 33 24431903, (E) info@urbana

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**Project :** URBANA Intergrated Township

**REGULARISED PLAN U/R 26(2a) & (2b) OF KMC BUILDING RULE 2009 FOR BENGAL N.R.I HOUSING COMPLEX AT PRE.NO. 783, ANANDAPUR, KOLKATA - 700107, WARD:- 108, BOROUGH:-12.**

PREVIOUS BUILDING PERMIT NO : 2010120034, DATED. 09.04.2010  
 2010120076, DATED. 24.04.2010, AND 2014120004 DATED 05.04.2014

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**Discipline:** **ARCHITECTURAL**

**Drawing Title:** **MASTER PLAN**

Designed:	Drawn:	Checked:	Approved:	Project Number
aCTa	MM	SC	RB	01

Drawing No:	Sheet size & Scale:
SKB/BNRI/KMC/AR/MP	A0,1:1000

Drawing Status	Sheet No.	Rev.	Date
Drawing For Rule 26(2a) & (2b)	1	00	07.0

TABLE 5 - SL. NO.

FAR, Total Covered Area and other parameters as per KMC Building Rules

Regularised Building Plans under Rule 26 (2a) & (2B) of KMC Building Rules for Tower 1-7, Basement I, II & Mezzanine and Club (RAC)

Primary Parameters as per KMC Building Rules: Total Floor Area (excusing exempt) is within permissible FAR. None of these plans were submitted under WB Township Rules which require allocation of Land uses for amenities, facilities and open area. Nor there is any mention of WB Township Rules since the plans were submitted under KMC Building Rules only.

# Urbana Association of Apartment Owners

## Appendix G

### Minutes of Handover Task Force held on 14<sup>th</sup> March, 2026

#### Minutes of Meeting of the 'Handover Task Force'

**Date:** Saturday, 14th March 2026

**Time:** 5:30 PM

**Venue:** UAAO Conference Hall

#### **Members Present**

- Mr. Sanjeev Nandwani -President
- Mr. Kishor Nadhani -Secretary
- Mr. Harish Kabra -Treasurer
- Mr. Anil Jhunjhunwala -Member
- Mr. Amit Tekriwal - Member
- Mr. Nikhil Kothari -Member
- Mr. Vinod Kothari -Member
- Mr. Pawan Jhunjhunwala -Member
- Mr. Tarun Basu -Member
- Mr. Rajesh Singhal-Member
- Mr. Prabir Pal -Member

#### **Agenda and Key Discussion Points**

##### **1. Document Handover and Responsibility**

Mr. Kishor Nadhani drew attention to Clause 9 of the Agreement with caption '**Handover of Title Documents of Project, Common Areas and Urbana Tower Phase I**' and highlighted non-receipt of certain important documents including Project level sanctions and approvals from BNRI that were requested as back as in July, 2025; on 2<sup>nd</sup> March'26 he shared the list of 'additional documents' to be obtained from BNRI. Mr. Kabra has explained that said requisition list by Kishor Nadhani has been forwarded to BNRI on 9<sup>th</sup> March'26 and they have assured to provide the said documents. It was decided to remind BNRI to provide the desired document soon.

##### **2. Revisions in Handover Agreement**

Upon detailed discussions, certain revisions were felt necessary in the handover agreement, including mention of security deposit amounts in absolute numbers, updates related to the project level facilities and common area, minor corrections in Annexure D. Mr Vinod Kothari proposed following amendments in the agreement:

1. In Annexure C, the heading and the first line (above point no. 1) may be amended as follows:

#### **Annexure C**

***(Project-level common areas and facilities at the Urbana Residential Complex), as listed below:***

***And Delete:***

Upon freezing of the Minutes for meeting held on 25/09/25 between BNRI Directors and UAAO officials by Dec'25, primarily 3 Office bearers (President, Treasurer and Asst Treasurer 1) have been discussing regularly with BNRI Directors and their legal teams on the proposed Agreement.

In the meeting held on 14/3/26, they expressed confidence that BNRI have assured to provide the additional documents as per clause 9 of the Agreement, according to the list sent on 9<sup>th</sup> March, 2026.

**Clause 9: Handover of Title Documents of Project, Common Areas and Urbana Tower Phase I:** BNRI shall, on or before 28<sup>th</sup> February 2026 and/or within such extended time as may be so mutually agreed upon if need be, hand over to UAAO photocopies of **all title documents and statutory sanction documents** together with originals of the **documents relating to the permission and/or approval and/or licenses relating to Urbana Tower Phase I** (Towers 1-7).

Urbana being a 'Township' under WB Township Rules, sanctioned Development/Master Plan was sought with all relevant approvals therefor.

More than 3 weeks have elapsed, despite reminder on

# Urbana Association of Apartment Owners

	<p>16/3/26, BNRI have neither shared the same nor confirmed that they will provide the same by such this date.</p>
<p><i>It includes but not limited to various facilities falling under following categories</i></p> <ol style="list-style-type: none"> <li>2. In Annexure 'A', point 7 may be added as: <i>Any other legal matter, which is not within the knowledge of BNRI</i></li> <li>3. In Para 3, the amounts of Security Deposit may be specified</li> <li>4. Please also provide us the additional documents, as listed in our mail dated 9<sup>th</sup> <u>March</u>, 2026, at the earliest.</li> </ol> <p><b>3. Concerns Regarding Agreement Signing</b> Mr. Kishor Nadhani in his mail sent on 12<sup>th</sup> March, 26 had highlighted 'completion of Commercial block structure' and sought UAAO's stand on the 'Commercial Block' since apparently, this should be part of 'Basic Urban Infrastructure facilities' as per WB Town and Country Rules. Mr Kabra expressed that this matter need to be examined properly by legal experts; he emphatically stated no rights of the Urbana Apartment Owners should be impaired and Mr Nandwani also confirmed the same and assured that all Owners rights and entitlement shall be preserved with full integrity. Then all members present agreed to revisit the matter of 'Commercial Block' after the execution of the Handover Agreement. Hence it was decided that the matter of Commercial Block be 'kept on hold' for the time being and proceed with Handover Agreement. During discussions, Mr Anil Jhunjunwala expressed doubt whether Urbana has been developed as Township, Mr Nandwani also concurred with his view citing that Mr D Nandi of BNRI had confirmed him that Urbana is not a Township under WB Township Act. Then Mr Pawan Jhunjunwala cited relevant clauses in the Lease Deed to which Mr Anil Jhunjunwala confirmed that since BNRI has assured to share the documents sought and on receipt of the documents there will full clarity on the subject, hence on receipt the documents sought from BNRI, whether Urbana is a 'Township' or not will be examined by this Task Force. Requisite documents by Mr. Kishor Nadani have been already forwarded to BNRI. In this context, Mr. Tarun Basu withdrew his objection to delay. Mr. Kishor Nadhani requested to send reminder to BNRI for sharing the required documents without delay for clarity.</p> <p><b>4. Clause 6 and 7 Objections</b> Mr. Pawan Jhunjunwala raised some issues regarding Clauses 6 and 7. These were discussed with Mr. Vinod Kothari and the President and were resolved amicably without any dispute.</p> <p><b>Final Resolution</b> It was unanimously decided that the handover process of BNRI will continue and the agreement will be placed before the UAAO Office Board on 15th March 2026 for final deliberation.</p> <p><b>Vote of Thanks</b> The meeting concluded with a vote of thanks delivered by Mr. Anil Jhunjunwala.</p> <p>✍  </p>	<p>In absence of documents from BNRI, whether Urbana is a Township or not could not be examined as was discussed in the meeting on 14/3/26.</p> <p>In the meeting, the task force led by President emphatically stressed that UAAO should ensure:</p> <ul style="list-style-type: none"> <li>• No rights of the Urbana Apartment Owners should be impaired</li> <li>• All Owners rights and entitlement shall be preserved with full integrity</li> </ul> <p>From the foregoing sections (App-A to App-D), beyond any doubt, it's established that Urbana is a 'Township' as per WB Township Act:</p> <ul style="list-style-type: none"> <li>• As per all Lease Deeds, state Govt lease land to BNRI for the purpose of establishing Township as per WB Township Act &amp; Rules. Statement Govt stipulated terms of lease which must be honoured to continued enjoyment and renewal of ease on expiry (App-A)</li> <li>• BNRI in its Assignment Deed confirmed that Urbana is a Township as per WB Township</li> </ul>

## Urbana Association of Apartment Owners

	<p>Act/Rules and gave Representation as well warranties that it has been and shall, at all times, remain to be in compliance with all applicable laws (App-B)</p> <ul style="list-style-type: none"><li>• In environment Clearance also for both phases, it's submitted as 'Township' (App-C)</li><li>• In a meeting held between BNRI Directors and UWA, BNRI Directors had confirmed that Urbana is a 'Township' (App-D)</li></ul>
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Despite all the above, BNRI have failed to present credible evidence with sanctioned development/master plan for Urbana as Township, duly approved by Development authority.

The Sanction Plans shared by BNRI were approved under 'KMC Building Act/Rules' and not as per WB Township Act/Rules (App- F). Fact check of allocation of Land as per KMC sanction plans (App-E) revealed that the 'Allocation of Land Area' as per WB Township Rules are not being fulfilled and therefore for sure its established that development plan for Urbana as per WB Township Act/Rules was not approved by Development Authority- it has been approved simply under KMC Building Rules which has been confirmed by Mr D Nandi in his letter 12.06.2025 (App-H, II: Development Authority). In the same letter he also confirmed that BNRI do not have any Master Plan approved by Development Authority. He also confirmed that there is no plan to indicate any demarcated land area (segment wise)

Thus, prima facie:

- the purpose for which state govt had leased the land (i.e., Township) not been complied with in absence of any documentary evidence
- the declaration, warranties and representation made by BNRI in Assignment Deeds are incorrect

In such circumstances, on what base the said office bearers exuded as much confidence of protecting Apartment Owners' Interest, protection of their rights & entitlements, when the very fundamental fact is not proved? The term of present Office bearers have just few days time as new team will be elected in month of May'26. Once Election process initiates, 'Model Code of Conduct' will come into effect when mere 'Status Quo' will have to be maintained till handing over charge to the newly elected team.

## Urbana Association of Apartment Owners

Knowing it so well that despite land leased by state govt for development of Township, Urbana has not been developed in compliance with Township Act/Rules, how the office bearers are convinced about following waiver/release/discharge proposed under the Agreement and proposing Apartment Owners for approval?

**No Claim, Waiver & Disclaimer of Responsibility:** UAAO, irrevocably and unconditionally waives, releases, and forever discharges BNRI from any and all complaints, claims, demands, claims for damages, claims for losses and/or liabilities **or proceedings (whether civil, criminal, statutory, contractual or otherwise) relating to Urbana Tower Phase I (Towers 1-7)**

*It is further agreed that no Party shall initiate, maintain, or cause to be initiated any legal or regulatory action or claim against the other Party, directly or indirectly, in respect of matters settled herein, before any judicial, quasi-judicial, statutory, regulatory or governmental authority and this waiver shall operate [within the scope and extent of the relevant law(s)] as an absolute bar to such claims. Upon execution of this Agreement, UAAO, acknowledges that BNRI stands fully discharged and absolved from all such claims and liabilities (as stated above) permanently, and no further cause of action in this regard shall survive. UAAO further confirms that no claim shall, at any time, be instituted or asserted against BNRI which is covered within the express scope of this Agreement.*

However, it is expressly agreed between the Parties that, **in the event UAAO initiates or raises any dispute or proceeding relating to Urbana Tower Phase I (Towers 1–7) or UAAO commits breach of any provision of this Agreement relating to Urbana Tower Phase I (Towers 1–7)** and also the rights granted to UAAO in respect of double basement, **BNRI shall be entitled to withhold the release of the Second Tranche of the aforesaid payment**, and such Second tranche shall not be disbursed until final resolution, settlement, or disposal of such dispute and/or remedying the breach by UAAO to the satisfaction of BNRI.

Fact: Towers 1 to 7 are integral part of Urbana Township, since prima facie BNRI has not complied with the terms of Lease, further the statement on the Assignment deed are incorrect, obviously no such waiver/release or discharge can be granted until BNRI fulfils on its part and share documentary evidence of compliance

Let's not forget, Apartment Owners of Tower 1 to 7 have elected the Board of Managers for UAAO with full confidence that they will look after the members interest. The Board of Managers in turn elected the Office Bearers to protect and ensure UAAO member's interest. So, before taking any steps or making any commitment, it must be validated from all possible angles for implementation.

According to my assessment, the said office bearers are yet to understand gravity of the matter and real intent of the promoters behind proposing such an agreement; basis their sweet talks, without realizing the reality, they are committing what they cannot fulfil. UAAO officials must protect Apartment Owner's long term interest.

Basis the currently available documents and information, mail/letter from BNRI, I'm fully convinced that BNRI neither applied nor have secured necessary sanction for Development/Master Plan as required under WB Township Act/Rules which was required according to lease terms; their declaration in assignment deed also amounts to non-compliance until they prove with documentary evidence. Thus, my conscious does not allow me to be part of the team that is proposing at SGM to the Apartment Owners to accept and ratify the Resolution, Agreement etc. I therefore 'excuse myself' and withdraw from the 'Take Over Task Force' team that is proposing to the Apartment Owners for approval of the Resolutions and Agreement. Also please note that, I shall not sign any paper or document, certify any resolution or Agreement pertaining to this context.

# Urbana Association of Apartment Owners

## Appendix – H

### Anomalies/Discrepancies

There are long list of Anomalies and contradictions, few are highlighted here

#### I. Commercial Block

The Commercial Block has also been developed on the Urbana Land (64.93 Acres) and its very much part of 'Urbana Project' since BNRI had submitted for sanction alongwith Phase II (Tower 8 to 10) on Urbana Land and KMC had granted sanction, as transpires from the Building Sanction plan by KMC. Environmental Clearance also includes Commercial Building along with Tower 8-10 and MLCP.

<p>Environmental Consultant: <b>JB Enviro Consultants Pvt. Ltd.</b> 10B, Lake East 5th Road, Santoshpur, Kolkata 700 075 (T) 033-40628154 , 033-24164461 (E) basudebdas@yahoo.com</p> <p>PHE Consultant: <b>Kromatics</b> 204, Swastik Plaza, Pokhara Rd. no. 2, Thane (W) - 400 601 (T)+91-8424034677, +91-9820426977 (E) kromatics.rohit@gmail.com</p> <p>HVAC Consultant: <b>Engineering Consultancy services</b> BF 302, Salt lake, Sector 1, Kolkata 700064 (T) +91-9830607914 (E) ecsa@iitake@gmail.com</p> <p>Electrical Consultant: <b>INDCON</b> 31/A/6, Durga Prasanna Paramhansa Road, Kolkata 700047 (T) +91-9831447577 (E) abindoon@gmail.com</p> <p>Fire Consultant: <b>TTS CONSULTANT</b> 38/1, Dekshinpara Road, Dum Dum, Kolkata 700028 (T) +91 33 2519 7118, +91 98 00190834 (E) ttsconsultant9@gmail.com</p> <p>Resident Structural Engineer: <b>Mr. Suvra Narayan Sil</b> 5 Russel Street, Kolkata - 700071 (T) +91 33 22262840, (F) +91 33 22291079 (E) sangyog@vsnl.net</p> <p>Specialist Structural Engineer: <b>Derby Design Engineering</b> Office 203, Building A, Emaar Business park PO Box 212170, Dubai, UAE (E) pe@derbydesigns.ae</p> <p>Project Architect &amp; lead consultant: <b>aCTa international Pte. Ltd.</b> 25 Seah Street 05-01, Singapore 188381 (T) +65 63334331, (F) +65 63339190 (E) stephen@acta.com, (W) www.acta.com.sg</p>	<div style="text-align: right;">   <b>SUBIR KUMAR BASU</b>                  Registered Architect                  Regn. No. -CA/78/4                   SIGN OF ARCHITECT             </div> <div style="text-align: right; margin-top: 20px;">   <b>Prasantha Kumar Ghosh</b>                  Geotechnical Engineer                  EMPANELLED NO. 01 (KMC)                   SIGN OF GEO-TECHNICAL ENGINEER             </div> <p>Architect: <b>Subir Kumar Basu</b> 4, Broad Street, kolkata - 700019 (T) +91 33 22870333, (F) +91 33 22833043 (E) basu_subirkumar@yahoo.com</p> <p>Owner: <b>BENGAL NRI COMPLEX LIMITED</b> (A Joint Sector Company with the Govt. of West Bengal) Anandapur, Madurdaha, P.O.: East Kolkata Township Project, Kolkata-700101 (T) +91 33 24431901/02, (F) +91 33 24431903, (E) info@urbana.co.in</p> <p>Project: <b>URBANA Integrated Township</b></p> <p><b>REVISED PLAN UNDER RULE 26 (2a) &amp; (2b) OF G+42 S RESIDENTIAL TOWER 8,9 &amp; 10 OF HT. 140.05M, 4 STORIED BUILDING OF HT. 11.15M &amp; 2 STORIED COMMERCIAL BUILDING OF HT. 10.3M. OF K.M.C. BUILDING RULE 2009, FOR THE BENGAL N.R.I. HOUSING COMPLEX LTD. AT 783, ANANDAPUR, W 108, BOROUGH:-12, KOLKATA - 700107, P.S. -ANANDAPUR PREVIOUS B.P. NO. 2021120148 DATED 27.07.2021.</b></p> <p>PREVIOUS BUILDING PERMIT NO : 2010120034 DATED 09.04.2010 AND 2010120076 DATED 24.04.2010 AND 2014120004 DATED 05.04.2014 AND 2014120334 DATED 30.12.2014 AND 2016120030 DATED 23.05.2016 AND 2017120042 DATED 30.06.17 AND 2018120039 DATED 07.06.2018 AND 2018120222 DATED 14.11.2018 AND 2018120305 DATED 07.03.2019 AND 2020120111 DATED 04.09.2020 AND 2021120148 DATED 27.07.2021 AND 2021120319 DATED 29.12.2021.</p> <p>Drawing Title: <b>MASTER PLAN AND LOCATION PLAN</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>De signed:</td> <td>Drawn:</td> <td>Checked:</td> <td>Approved:</td> <td>Project No</td> </tr> <tr> <td>aCTa</td> <td>mm</td> <td>sc</td> <td>skb</td> <td>01</td> </tr> </table> <p>Drawing No: <b>SKB/BNRI/PH-2/KMC R26/AR/MP</b></p> <p>Drawing Status: <b>Drawing For Rule 26</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Sheet size &amp; Scale: A0, 1:1000</td> </tr> <tr> <td>Sheet No.</td> <td>Rev.</td> </tr> <tr> <td>1 OF 17</td> <td>00</td> </tr> <tr> <td>Date</td> <td>02.0</td> </tr> </table>	De signed:	Drawn:	Checked:	Approved:	Project No	aCTa	mm	sc	skb	01	Sheet size & Scale: A0, 1:1000		Sheet No.	Rev.	1 OF 17	00	Date	02.0
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Under Building Permit No. 2021120148 dated 29.12.2021 KMC had sanctioned Plan for Tower 8, 9, 10 (G=42), 4 storied MLCP and 2 storied Commercial Building

Subsequently, BNRI submitted revised plan u/s Rule 26 (2a) and (2b) of KMC Building Rules 2009 that was approved by KMC.

# Urbana Association of Apartment Owners

SPECIFICATIONS:-	DETAILS OF F.A.R. CALCULATION:-																																																												
<ul style="list-style-type: none"> <li>* ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE STATED.</li> <li>* ALL EXTERNAL WALLS ARE 200 x 250 IN. &amp; ALL INTERNAL WALLS ARE 125 IN. 100 IN. &amp; 75 IN.</li> <li>* THE DEPTH OF S.U.G.W.R. &amp; SEPTIC TANK SHALL NEVER EXCEED THE DEPTH OF FOUNDATION.</li> <li>* BRICK WORK: 200 IN. MORTAR 1:1 &amp; BRICK WORK: 125 IN. &amp; 75 IN. MORTAR 1:4</li> <li>* ALL R.C.C. WORKS GRADE AS DETERMINED BY STRUCTURAL ENGINEER.</li> <li>* GRADE OF STEEL AS DETERMINED BY STRUCTURAL ENGINEER.</li> <li>* ALL SORTS OF PRECAUTIONARY MEASURES WILL BE TAKEN AT THE TIME OF CONSTRUCTION.</li> <li>* OTHER ITEMS ARE TO BE AS PER I.S. SPECIFICATION.</li> </ul>	<p>01. AREA OF LAND :- 2,62,760.20 SQM.                      01A. AREA OF LAND AS PER PHYSICAL :- 2,62,423.80 SQM.                      02. ROAD WIDTH:- 17.5 M.                      03. PERMISSIBLE F.A.R.:- 2.5                      04. PERMISSIBLE GROUND COVERAGE- 50%                      05. PERMISSIBLE TOTAL FLOOR AREA:- 6,56,059.50 Sq.M.                      06. PERMISSIBLE HEIGHT OF BUILDING- NO RESTRICTION                      06A. PROPOSED HEIGHT OF "TOWER 8" = 140.05 M.                            "TOWER 9" = 140.05 M.                            "TOWER 10" = 140.05 M.                            "MLCP BUILDING" = 11.15 M.                            "COMMERCIAL BUILDING" = 10.30 M.</p>	<p>Plan submitted by BNRI and KMC sanctioned Plan for G-42 storied Tower 8, 9, 10, 4 storied MLCP and 2 storied Commercial Building on the Urbana Township Land measuring 262760.20 Sq Mtrs (i.e., 64.93 Acres).</p> <p>The initial plan for Tower 8-10, MLCP and Commercial Building was approved in July'21 and then revised plan u/r 26 on 6<sup>th</sup> Aug'22.</p>																																																											
<p><b>STATEMENT OF PLAN PROPOSAL:-</b>                      01. ASSESSEE NO:-31-108-013-2200.                      02. DETAILS OF REGISTERED DEED :-</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>SL.NO.</th> <th>BOOK NO.</th> <th>VOLUME</th> <th>BEING</th> <th>REGD. OFFICE</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td>1.</td><td>1</td><td>-</td><td>136</td><td>D.S.R-III</td><td>22/01/07</td></tr> <tr><td>2.</td><td>1</td><td>-</td><td>2761</td><td>D.S.R - III</td><td>16/05/08</td></tr> <tr><td>3.</td><td>1</td><td>-</td><td>184</td><td>D.S.R - III</td><td>22/01/07</td></tr> <tr><td>4.</td><td>1</td><td>39</td><td>729</td><td>A.D.S.R SEALDAH</td><td>04/08/08</td></tr> <tr><td>5.</td><td>1</td><td>39</td><td>730</td><td>A.D.S.R SEALDAH</td><td>04/08/08</td></tr> <tr><td>6.</td><td>1</td><td>39</td><td>731</td><td>A.D.S.R SEALDAH</td><td>04/08/08</td></tr> <tr><td>7.</td><td>1</td><td>39</td><td>732</td><td>A.D.S.R SEALDAH</td><td>04/08/08</td></tr> <tr><td>8.</td><td>1</td><td>39</td><td>733</td><td>A.D.S.R SEALDAH</td><td>04/08/08</td></tr> <tr><td>9.</td><td>1</td><td>39</td><td>734</td><td>A.D.S.R SEALDAH</td><td>04/08/08</td></tr> </tbody> </table>	SL.NO.		BOOK NO.	VOLUME	BEING	REGD. OFFICE	DATE	1.	1	-	136	D.S.R-III	22/01/07	2.	1	-	2761	D.S.R - III	16/05/08	3.	1	-	184	D.S.R - III	22/01/07	4.	1	39	729	A.D.S.R SEALDAH	04/08/08	5.	1	39	730	A.D.S.R SEALDAH	04/08/08	6.	1	39	731	A.D.S.R SEALDAH	04/08/08	7.	1	39	732	A.D.S.R SEALDAH	04/08/08	8.	1	39	733	A.D.S.R SEALDAH	04/08/08	9.	1	39	734	A.D.S.R SEALDAH	04/08/08
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<p>03. DETAILS OF POWER OF ATTORNEY OR MINUTES:- MINUTES                      04. (a) AREA OF THE PLOT OF LAND:-2,62,423.80 SQ.M.                      (b) NO OF STORIED INDICATING BASEMENT IF ANY :-                      G+42 STORIED TOWER 8                      G+42 STORIED TOWER 9                      G+42 STORIED TOWER 10                      2 STORIED COMMERCIAL BUILDING                      4 STORIED M.L.C.P. BUILDING</p>	<p>07. GROUND COVERAGE :- 71,651,388 SQM. = 27.303%                      08. TOTAL COVERED AREA FOR RULE 26 :- 6,326,423 SQM.                      09. F.A.R. CONSUMED :- 1.783 &lt; 2.5 O.K.                      10. NO. OF CAR PARKING :-                      "TOWER 8" = 9(COVER), 2(OPEN)                      "TOWER 9" = 6(COVER)                      "TOWER 10" = 9(COVER), 4(OPEN)                      "MLCP BUILDING" = 858(COVER)                      "COMMERCIAL BUILDING" = 15(COVER), 37(OPEN)                      "OTHER OPEN CAR PARKING = 110                      TOTAL = 1,050</p>																																																												

## Urbana Association of Apartment Owners

May 21, 2025

Mr. Sanjeev Nandwani,  
President,  
Urbana Association of Apartment Owners,

**Ref.: Your mail dt.13.05.2025**

Dear Sir,

In reference to the above, we would like to inform you:

Phase 2 development is under construction and it's not possible for us to share any sanction plans; however, these plans are available in RERA Portal, and you may refer the same there in. For Bungalow plans, request you may please approach individual Bungalow plot owners.

Regarding Commercial block, the arrangements/plans are yet to be finalized and presently same kept ~~excluded from our project execution's scope.~~

Regarding Dag 346, the related information on the same had been well narrated in our RERA submission and is available on the RERA portal for reference.

As regards Commercial Block, the same has been presently excluded from execution's scope; also, to confirm, the Commercial Block is not a part of common areas and does not form the infrastructure of 'Urbana'.

**For any further information, you may please approach UFM's office.**

Thanking you

For **Bengal NRI Complex Ltd.**

D. Nandi

On 21 May, 2025, Mr D Nandi, Sr VP, BNRI sent a letter to UAAO President in response to his mail dated 13.05.2025.

In context to Commercial Block, he wrote:

2<sup>nd</sup> para:

Regarding Commercial Block, the arrangements/plans are yet to be finalized and presently same **kept excluded from our Project execution scope**

Last para:

As regards **Commercial Block**, **the same has been presently excluded from execution's scope**; also to confirm that the **Commercial Block is not part of common areas and does not form the infrastructure of Urbana.**

**Facts:**

Alongwith Tower 8-10, MLCP, the Commercial Building was also approved vide Building Permit in July'21 and subsequently revised plan under Tule 26 in mid 2022, as transpires from the Building Plan screen shots shared.

After 3-4 years from sanction in 2021 and 2022, in the month of May, 2025, BNRI official states '*plans are yet to be finalized*'.

In my mail sent to UAAO President on 8.10. 2025 with caption '*Development and Monetising Commercial Block by BNRI*', I had shared photos as evidence of ongoing work at site for Commercial Block. Subsequently in my mail of 12/3/2026, I had

# Urbana Association of Apartment Owners

shared photos of completion of commercial Building structure.

There is huge anomaly and inconsistencies between the BNRI official statement and facts at ground – difficult to accept.

## II. Development Authority



**Kolkata  
Metropolitan  
Development  
Authority**

Statutory Planning Unit, KMDA  
Unnayan Bhavan, 4<sup>th</sup> floor, Salt Lake, Kolkata – 700 091

Date: 19.08.2025

No.114 /KMDA/SPU/1-3/2023

From: Director,  
S.P. Unit, KMDA

To: State Public Information Officer,  
KMDA



DR-13382

RTI Case No-21935

Sub: Information sought under RTI Act, 2005

Ref: No.515 (2)/KMDA/RTI/1/2006 (IR-13382) dated 14.08.2025

[RTI Case No: 21935]

Sir,

With reference to the above subject, this is for your kind information that:

As per Notification No.98/CMDA/Sectt./1-7/82(pt) dated 06.04.1985 and 1111/CMDA/Sectt./1-98/85(pt) dated 06.11.86 (copy enclosed), in exercise of the power conferred u/s 134 of WB T&C(P&D)Act, 1979, KMDA has delegated its power u/s 46 of WB T&C(P&D)Act, 1979 to the Local Authorities with their respective jurisdiction.

In reference to the information sought under point (a) and (b) with respect to URBANA Township at Anandapur, Kolkata 700107, there is no official record available with KMDA.

Thanking you,

Encl: As stated above

Yours faithfully,

*Koddar*  
Director 19/08/2025  
S.P. Unit, KMDA

In response to a RTI query, on 19.08.2025 KMDA responded:

As per Notification dated 06.04.1985 and 06.11.2976, KMDA in exercise of the power conferred u/s 134 of West Bengal Township (Planning & Development) Act, 1979 has **delegated its power u/s 46 of the West Bengal Township (Planning & Development) Act, 1979 to the Local Authorities with their respective jurisdiction.**

Also confirmed that with respect to **Urbana Township** at Anandapur, Kolkata 700107, **there is no official record available with KMDA.**

Hence, from this memo, it's apparent that KMDA was no more the Development Authority as per West Bengal Township (Planning & Development) Act, 1979 since the power was delegated to the local authority, i.e, KMC.

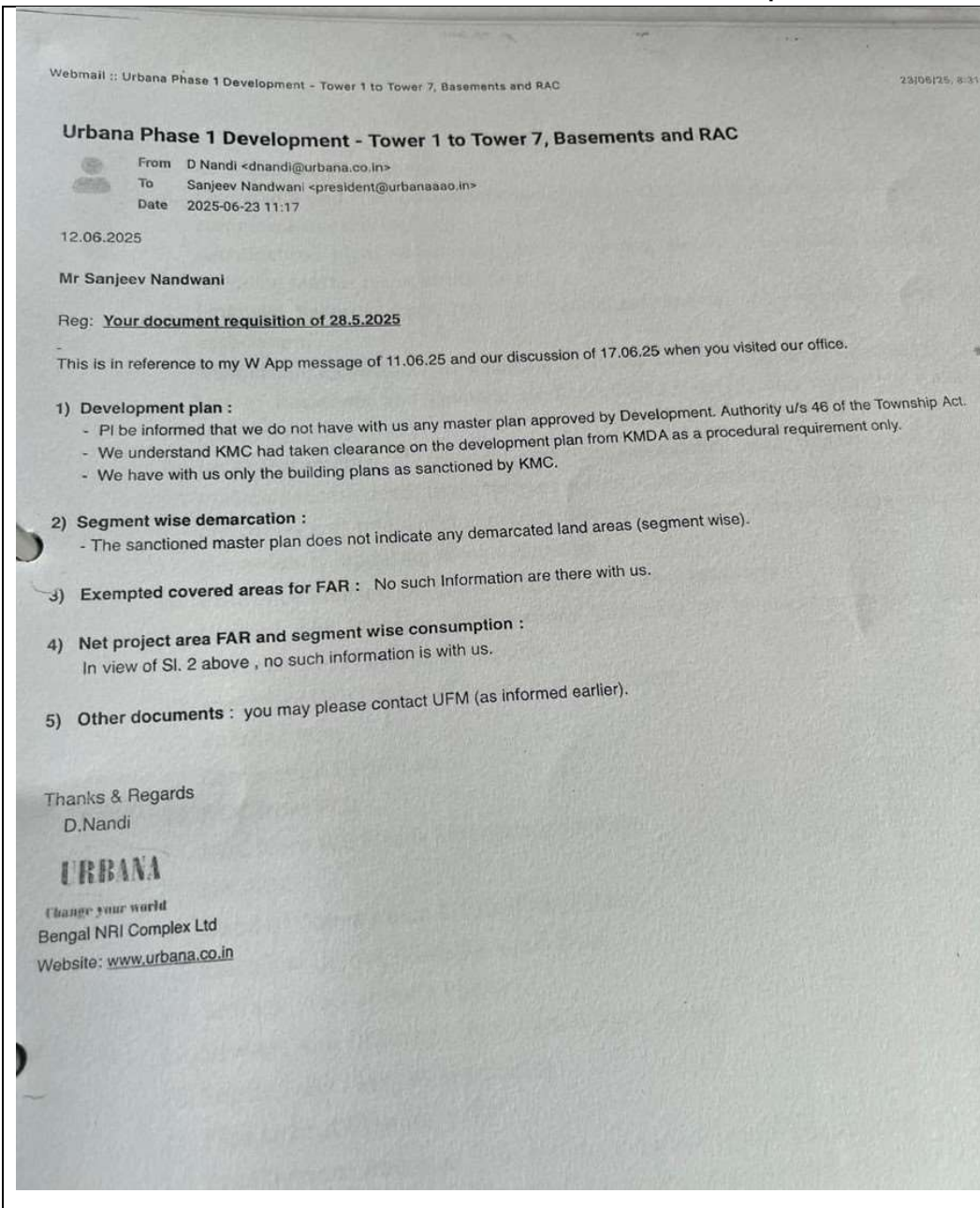
## Urbana Association of Apartment Owners

In this context, attention is drawn to Mr Nandi's mail dated 23/6/2025 (appended below) where he wrote 'We understand KMC had taken clearance on the development plan from KMDA as a procedural requirement only.

As per KMDA's memo dated 19.08.2025, by Order dated 06.04.2985 and 06.11.1986, KMDA had delegated its power to KMC some 40 years back, then how the question comes 'KMC had taken clearance on the development plan from KMDA as a procedural requirement'.

Its grossly misleading since it's apparent that BNRI had not submitted any Development Plan with authorities.

# Urbana Association of Apartment Owners



Mr Nandi's mail dated 23/6/2025, also conveyed:

Development Plan:

- **BNRI do not have any Master Plan approved by Development Authority u/s 46 of Township Act**
- We have with us **only Building Plans as sanctioned by KMC**

Segment wise demarcation:

- The **sanctioned Plan does not indicate any demarcated land areas (segment wise)**

It's clear that BNRI had submitted plans under KMC Building Rules 2009 which were approved by KMC, as listed under App-F.

He confirmed that there is no master Plan approved by Development Authority u/s 46 of Township Act.

Thus, no approval or sanction was obtained as per Township Act/Rules

### III. Basement Parking

The Parking at Basement I, II and Mezzanine under Phase I should be exclusively part of Phase I, as majority of parking spaces have already been assigned to allottees of Tower 1 to 7 under assignment deed - designated car parking space in Upper, Lower and mezzanine floor at Basement parking has been conveyed to the allottees with respective apartment.

Not sure about the motive, why BNRI is showing the Basement parking as 'shared common space' and kept outside the declaration in Form A to the competent authority for Urbana Apartment Owners Association and was suggesting to make it part of Federation while Bungalows plot allottees has nothing to do with basement parking and separate & dedicated parking (MLCP) constructed for Phase II (Tower 8 to 10).

## Urbana Association of Apartment Owners

Possibly, there are some un-allotted parking space inventory at Basement with BNRI, for which BNRI sent a mail on 1<sup>st</sup> April'26 offering Parking space intimating price increase from next month

This is a serious issue and BNRI must make the Basement Parking (I, II and Mezannine) as part of Phase I and allocate the area with UAAO which is the association of Apartment Owners of Tower 1 to 7.

	TOWER 5 (G+45) = 4561.65 SQM.
	TOWER 6 (G+45) = 4561.65 SQM.
	BASEMENT MEZZANINE = 4160.77 SQM.
	BASEMENT I = 1924.81 SQ.M.
	BASEMENT II = 2200.00 SQ.M.
	<u>TOTAL = 22,489.90 SQM.</u>
10. TOTAL COVERED AREA ( SANCTIONED+PROPOSED):-	( 3,29,946.51+22,489.90) SQM. = 3,52,436.41 SQM.
11. TOTAL EXAMPTED AREA :-	(1693.30+1725+1725+1725+1899.8+1899.8+1537.5) SQM. = 12205.4 SQM.
12. REQUIRED CAR PARKING :-	FOR, TOWER 1 = 360 NOS. TOWER 2 = 358 NOS. TOWER 3 = 354 NOS. TOWER 4 = 272 NOS. TOWER 5 = 276 NOS. TOWER 6 = 276 NOS. TOWER 7 = 242 NOS. <u>TOTAL = 2138 NOS.</u>
13. PROVIDED CAR PARKING :-	BASEMENT I = 1172 NOS. (COVERED) BASEMENT II = 1168 NOS. (COVERED) BASEMENT MEZZANINE = 143 NOS. (COVERED) 106 NOS. (OPEN) <u>TOTAL = 2589 NOS.</u>
14. RELAXATION AREA FOR PARKING :-	( 33,922.93 +33,163.158 + 4160.77) SQM. = 71,246.85 SQM.
15. EFFECTIVE FLOOR AREA :-	(3,52,436.41 - 71,246.85) SQM. = 2,81,189.56 SQM.
16. PROPOSED F. A. R.:-	$\frac{2,81,189.56}{2,62,760.20} = 1.07 < 2.50$
<p>THE STRUCTURAL DESIGN &amp; DRAWING OF BOTH FOUNDATION &amp; SUPER-STRUCTURE OF THE BUILDING HAS BEEN MADE BY ME CONSIDERING ALL POSSIBLE LOADS INCLUDING THE SEISMIC LOAD AS PER THE NATIONAL BUILDING CODE OF INDIA &amp;</p>	

In the very first drawing/plan presented on 21/12/2009 for Tower 1 and 2, BNRI applied for covered parking in Basement.

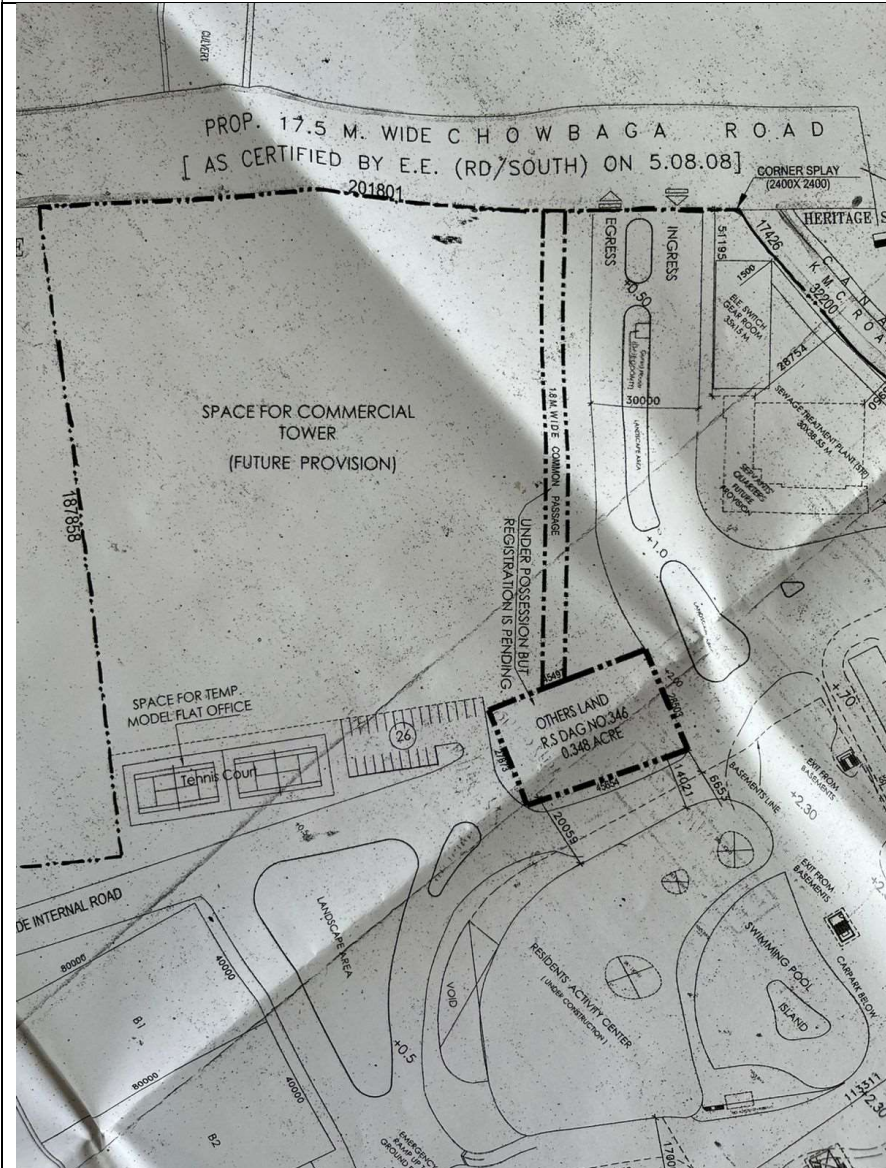
In subsequent drawing dated 12/02/2014 for sanction of rest of the Towers (shown on left hand side), BNRI had computed Tower-wise Car parking totalling to 2138 for 7 Towers and submitted for approval of 2483 covered parking with KMC under Phase I, at Basement I, II and Mezannine.

At this stage, there was proposal for Apartments only under Phase I in Towers 1 to 7 since there was no proposal for Phase II till then and the land area was marked as 'Space for Commercial Tower (future provision)'. Undoubtedly the covered parking at Basement I, II and Mezannine was exclusively meant for Apartment Owners of Phase I, i.e, Tower 1 to 7.

Later, when BNRI decided and submitted plan for Tower 8 to 10

# Urbana Association of Apartment Owners

under Phase II, they also proposed an exclusive MLCP for the allottees of Tower 8 to 10 which has been marked as part of Phase II by BNRI in the drawing submitted with KMC for approval, duly approved by KMC.



In all the drawing submitted for Phase I (Towers 1-7, Basement Parking and RAC) till 2016, there was proposal for Apartments only under Phase I in Towers 1 to 7 since there was no proposal for any residential Towers under Phase II till then and the land area was marked as **'Space for Commercial Tower (future provision)'** as shown on left hand side.

In this plan, R.S Dag No 346 (Others land) with access road to the plot is also shown.

# Urbana Association of Apartment Owners

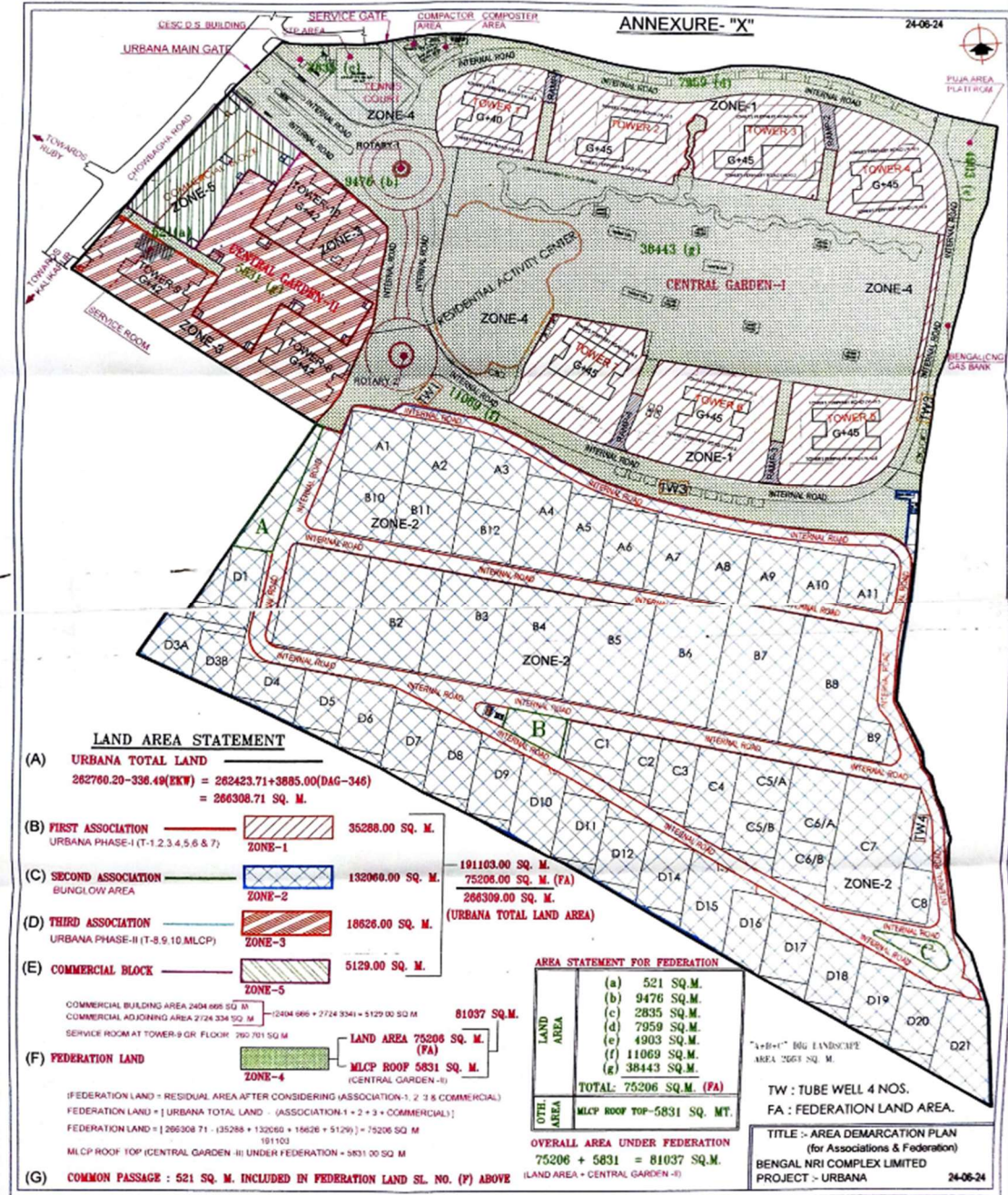
## IV. Urbana Land Area

In second half of CY 2024, when discussions were ongoing for application of Federation, BNRI had shared the drawing showing Land Area of different 3 Associations and Federation, and showed land of Commercial block separately.

The Land Area Statement for Urbana summarises the Land Area declared (or to be declared) under Form A for the respective segment association:

Out of total land area of 262760.20 Sq Mtr (67.93 Acres) Urbana land, allocated to:

- *First Association* - Phase I (Tower 1 to 7): **UAAO** 35288 Sq Mtrs, ie., **13.42% of Land** although the FAR for Phase I is close to 50%
- *Second Association* (Bungalow Area): **UVAO** 132060 Sq Mtr, i.e., **50.26% of Land** though FAR is less than 25%
- *Third Association* - Phae II (Tower 8 to 10): 18626 Sq



## Urbana Association of Apartment Owners

<p>Mtr. FAR for Phase II is close to 25%</p> <ul style="list-style-type: none"><li>- <i>Commercial Block</i>: 5129 Sq Mtr</li></ul> <p>Form A for UAAO and UVAAO already submitted by BNRI with Competent Authority and these 2 associations have been formed.</p> <p>Anomalies: Internal Road: In Bungalow area as well in Phase II, all internal roads included in the Association area while for First Association (UAAO), it has been excluded</p> <p>In Phase II, the Parking (MLCP) land has been included in the Association area while in Phase I, land for Basement Parking has been excluded from UAAO land area and included in Federation Area</p>	
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Prima facie, the Allocation of Land area has been done by BNRI arbitrarily since neither any Development or Master Plan for Urbana Township under WB Township Rules been shared nor any plan approved by competent authorities indicating demarcated land areas (segment wise). Mr D. Nandi had confirmed both points in his mail sent to UAAO President on 23.06.2025.