

REPAIR AND RENOVATION WORK POLICY

Dear Member,

You may be aware that a large number of flats in the society are undergoing Repairs and Renovation at any point of time, which is carried out without proper permission from the society.

Over the years, these rampant and extensive repairs may be resulted in:

1. Altering the elevation of the building.
2. Altering the original plan of the flat.
3. Altering size of grill.
4. Damaging the building structure.
5. Inconveniencing the neighbors.

For your information, if member wants to do internal structural changes in his flat, he has to obtain approval from Municipal Corporation and a society NOC. If such changes were made without the prior permission of the society, then the society can take action under the Bye-law No. 166 of the model Bye-laws and similarly can make complaint to the local authority in this regard.

According to the Mumbai Municipal Corporation Act of 1888, residents could make minor changes such as plastering and painting without permission; The residential repair rules of the BMC prescribes that as per Section 342 of BMC Act, 1988 (amended till date), only some 'tenantable repairs', can be carried out without obtaining permissions from the 'Building and Factory' department of the local BMC such as plastering; painting of the flat; guniting the walls; changing floor tiles; repairing WC, bath or washing places; repairing or replacing drainage pipes, taps, manholes and other fittings; repairing or replacing sanitary, water plumbing or electrical fittings; replacing the roof with the same material and replacement of existing waterproofing material of the terrace.

The only pre-condition to the renovation work to be done at the residences is that the original tenantable structure (whether rental or ownership) must be legal. The 'tenantable repairs' however, shall not include replacing or removal of any structure of load-bearing walls; altering the horizontal or vertical .existing dimensions of the structure; lowering of plinth, foundations or floors; addition or extension of mezzanine floor or loft; flattening of roof or repairing the roof with different material; merger of tenancies by removal or opening of any walls in-between two or more tenancies; changing location of bathroom WC kitchen sink in a way that can cause leakage to residents below; and increasing the internal height of the structure.

Structures built outside the flat, are not allowed (as per DC rules 1991 Section 44(4) (f)). Also, the corridor or exit or the passage must be kept free of obstruction as per Section 43(2) (f) for fire safety. Its minimum width is as specified under Table 20 of the DC rules. For tenanted properties too, as per section 33 of MRCA (Maharashtra Rent Control Act), the right to possession of a flat also includes the

right to enter and exit the property without any obstruction (in the passage and beyond too).

There are provisions in bye laws ::

Bye Law No 46(a) Additions & alterations in the flat permissible with the committee's permission

No Member shall, without the previous permission of the Committee in writing, make any additions to or alterations in his flat.

Bye Law No 46(b) Application for permission for Making additions and alterations in a flat

The Member, desirous of making any additions to or alterations in his flat shall make an application to the Secretary of the Society, giving all the required particulars. Further action on such application shall be taken by the Secretary and the Committee of the Society as provided under the [bye-law No. 65](#).

Bye Law No 46(c) No structural changes are permissible, without the prior permission of the concerned competent authority.

Bye Law No 47(a) Examination of flats and report about Repairs to Flats

For facilitating discharge of functions mentioned under the [bye-law No. 156](#) by the Committee, every Member shall allow the Secretary of the Society, accompanied by any other Member of the Committee, to enter upon his flat with prior intimation to the Member, to examine its condition for ascertaining the repairs, if any, necessary. The Secretary of the Society shall make a report to the Committee, indicating therein the particulars of the repairs to be carried out by the Society at its cost and those by the Members at their cost.

Bye Law No 47(b) Notice to the Member about carrying out repairs in his flat by the Society at its cost

On receipt of such report, the committee shall ascertain the cost involved in the repairs, which are required to be carried out by the Society at its cost as provided under the [bye-law No. 160\(a\)](#) and cause the notice to be served on the Member for such period as the Committee thinks adequate, of its intention to carry out the repairs and thereupon the Member concerned shall allow the workmen engaged by the Society directly or through its architect, access to his flat for carrying out the repairs. If the Member concerned fails to give access to his flat, without reasonable and convincing reasons, the Secretary of the Society shall have authority to enter upon the flat and carry out the work under the Supervision of the Member of the Committee duly authorised by it in that behalf or the architect appointed by the Society.

Bye Law No 47(c) Notice to the Member for carrying out repairs to his flat at his cost

In respect of the repairs to be carried out by the Member at his cost, the Committee shall cause the notice to be served on the Member, indicating therein, the particulars of repairs necessary at his flat and calling upon him to carry out the repairs to his flat to the satisfaction of the architect approved by the Society, if any, at his cost, within such period as the Committee may allow. On his failure to comply with the notice, the Secretary of the Society or the architect appointed by the Society shall have authority to enter upon the flat and cause the repairs to be carried out after giving due notice to the Member concerned. The amount spent by the Society on such repairs shall be recoverable from the Member concerned.

Bye Law No 48. Restrictions on storing of certain goods

No Member, without the previous permission of the Committee, in writing shall stock or store any kind of goods or materials, which are combustible obnoxious or other goods, for the storing of which requires permit / sanction of the competent authority under any law relating thereto.

Bye Law No 48(a) Not to do anything causing inconvenience, to other Members

No Member shall do or suffer anything to be done in his flat which may cause nuisance, annoyance or inconvenience to any of the Members of the Society or carry on practices which may be repugnant to the general decency or morals of the Members of the Society.

Bye Law No 48(b) Committee to take action on complaints

It shall be competent for the Committee either sou-moto or on receipt of the complaint from any Member, to take steps to stop all such practices referred to in the bye-law No. 47(a) forthwith.

Bye Law No 169(a) Penalties for encroachment of common spaces

All open /common area meant for use of all Members for eg. staircase, steps, landing areas, parking spaces, lift, corridor, and such other spaces, cannot be occupied by any Member for his own use. The use of such areas shall be restricted to the cause for which these are meant. Any Member found to be violating the above condition by encroachment shall have to vacate the encroachment and further he/she shall pay an amount equal to five times the monthly maintenance charges per month for the period for which he/she has encroached such spaces and further Members must not carry out any constructions, structural changes over and above the sanctioned plan without prior permission of the Society and Concerned Municipal Authorities / Competent Authorities.

Also Members must use the flat /unit for purpose it was meant/sanctioned.

Any Member violating the above directives shall pay an amount equal to five times the monthly maintenance charges, per month with retrospective effect for the period for which such violation is existed.

Bye Law No 165(b) Save except other provision in the Act, the A.G.M / Special G.B.M. can penalize a Member for committing breaches in his Responsibilities. Such penalty should be reasonable and equal to all such erring Members. A.G.M./Special G.B.M. is empowered to frame the penalty amount. The managing committee shall recover such penalties with proper care.

Considering this there will be code of conduct for repair / renovation work :

- a. Members/residents shall not carry out any repairs, renovation or alteration in his/her flat without obtaining prior written permission of the Managing Committee except in the case of minor repairs (as specified in Annexure 1). The repair work must not cause any inconvenience to flats occupied by other members / residents;

The Society reserves the right to refuse permission for changes which in their opinion will damage / alter / irreparably harm the structure / façade of the building.

- b. A Member should make an application for obtaining permission from the society at least 10 days before work is scheduled to commence by furnishing full details of the repairs, alteration etc. enclosing a sketch of the flat showing therein the alteration proposed, certification from certified structural consultant confirming that such changes do not weaken or alter any original structural members, and the name of the contractor to whom the work is to be entrusted.
- c. All the costs incurred by the Society in verification of plans, inspection of changes and approvals, if any, will be borne by the member
- d. In case of rented flat, such application must come from the owner of the flat and not from the occupant;
- e. If the Managing Committee decides to grant permission, it shall be subject to the following conditions:
 - i) R.C.C. beams and columns should not be damaged or modified under any circumstances;
 - ii) Walls, ceiling or any other parts of the adjoining flat should not be damaged;
 - iii) The work shall be carried out only during the permitted hours, viz. from 08.00 a.m. to 1.00 p.m. and 3.00 p.m. to 07.00 p.m. No work will be allowed on Sundays and Public Holidays. Workers will not be allowed to remain in the building beyond the time of work closure.
 - iv) The member shall be required to deposit interest free refundable deposit with the Society (as described below) as security against any damage which may be caused to the property of the society or of any other member in the course of the work:

- a) Civil work (changes in flooring/ walls/ceiling/plumbing) of entire flat (all rooms) along with painting, woodwork or electrical work:
- b) For All Flats Rs.10,000/- refundable Deposit
- v) Once approval is given by the Society and deposit paid, the Committee members shall be authorized to make a daily round to the flats to ensure that the work is being done as per the approval given. The society shall levy a non-refundable charge from the day of commencement of work of Rs. 500 per fortnight (or part thereof) per flat for work inside the flat as a charge to cover the cost of inspection and use of lifts.
- vi) In addition to the above deposit, the member will have to furnish a duly signed indemnity in the form specified in Annexure 2 at the time of applying for permission.
- vii) After the repair work is completed, the deposit will be refunded within 15 days, after deducting the cost of damages if any. In case the cost of damage exceeds the deposit amount, the extra cost shall be recovered from the member within 7 days.
- viii) Rubble / waste material should be accumulated in the flat (not lobby) and disposed directly outside the _____ SOCIETY premises.
- ix) **Construction material i.e. Cement bags, Sand bags etc. should not be transported by using lifts.**
- x) Input material for the approved repairs/changes must be stored in the member's flat and not anywhere else.
- xi) The Society reserves the right to specify the quality of the construction material in the larger interest of the members/building.
- xii) It shall be the responsibility of the members to obtain necessary permission from the Municipal Authorities as may be required from time to time and members shall have to provide an undertaking to the effect that necessary approvals from relevant authorities have been obtained and such changes / modifications are in compliance with law.
- xiii) The Managing Committee is at liberty to impose such other relevant conditions as may be required from time to time.

For _____ CHS Ltd.,

Chairman Secretary

Annexure 1

Minors Repairs:

1. Minor repairs typically mean the maintenance and upkeep of existing furniture, fixtures, appliances, durables, furnishings, flooring and aesthetic features in a flat. Illustrative examples include:
 - a. Plumbing – Stoppage of leaks, replacement/installation of taps, fixtures and parts
 - b. Electrical – Replacement of fuses, installation of fixtures, repair of appliances, lighting fixtures, switches and wiring
 - c. Furniture – Repair of existing furniture /woodwork including re-polishing
 - d. Painting – Touch up of existing paint on walls, ceiling or furniture /appliances
 - e. Furnishing – Installation and repair curtain rods, blinds and netting
 - f. Floors – Cleaning and polishing of existing tiles and repair of small cracks/blemishes
2. The time required for such minor repairs will not normally exceed 2 days at a stretch
3. Any repair job that is likely to take 5 or more days will not be treated as a minor repair and shall require prior approval

Annexure 2
Application for Additions/Alterations/Modifications

Date:

The Secretary,
Co-operative Housing Society Limited

Dear Sir,

I,am the member ofco-operative Housing Society holding flat No.admeasuringsq.ft onfloor of the building named asof the society.

I propose to alter / modify / install
.....
(Details of activity to be mentioned) in the above flat for a period of by engaging M/s. (Service provider details to be given).

I declare that I will not carry out any illegal alterations and not do any activity that will cause harm the buildings beams, columns or change the original plan of the building.

I undertake and confirm that the proposed activity will not cause or damage the existing structure of buildings nor it will cause any inconvenience and / or damage to other flats situated in the society premises and indemnify the society and / or its members for any damages that may occur on account of the proposed modifications / alterations / additions.

I further declare that the society is empowered to revoke its permission at its sole discretion that may be invoked in the event of violation of any of the rules, regulations and guidelines issued from time to time.

I also agree to bear all the relevant deposits / charges which are required to be paid to the Society before proceeding with the alterations.

Yours faithfully,

Applicant Name and Flat number.