

To  
JVVFOWA  
Gr. Noida (U.P.)

Name.....  
Flat No..... Email Id.....  
Mob No.....  
Contractor Name..... Mob No.....  
Duration Work From .....To..... ( \_\_\_\_ Days)

**PERMISSION FOR CARRYING OUT MAINTENANCE, REPAIR & INTERNAL CHANGE IN FLAT NO:-**

Sir,

1. I Owner/Joint Owner of said flat wish to carry out maintenance, repair and internal changes work in Flat No, JVVFOWA. I intend to get the maintenance, repair and internal changes carried out by Contractor Mr. .... Aadhaar Card, Address Proof and Police verification of the contractor are attached for your information please. The contractor has not been blacklisted by JVVFOWA.

2. The contractor employed by me is qualified to undertake maintenance, repair and internal changes work in multi-story buildings or he/she has a qualified person in his team who knows the internal changes that cannot be done in the multi-story apartment buildings. I have personally ensured this.

3. I shall refrain from undertaking following works as per AFNHB guidelines:-

- **GF flats**: - Any covering of rear courtyard & lawn or additional construction in any form in open or common areas.
- **FF Flats**: - Any covering in common area or any additional construction in open or common area.
- **Duplex**: - Permanent covering of rear terrace.
- **General**: - (i) Any change in façade (ii) Removal of any wall irrespective of its location / size (iii) Tampering with beams and pillars (iv) Change or disturbing the exterior looks & design of the flat or building.

4. I will strictly adhere to the Maintenance, Repair and Internal Changes.

5. I am aware of UP Apartment Act 2010 amended in 2016. And contractor employed by me will be fully responsible for any violation of UP Apartment Act 2010 amended in 2016. Where ever required, will take approval of Competent Authority that is Greater Noida. (GNIDA)

**6. I have read and understood UP Govt. Apartment MODEL 2011 specifically By-Law 38 which is as follows:-**

**UP Govt. Apartment MODEL Bye-Laws Para no. 38 Use of Dwelling Units: Internal Changes—**

- (a) All the Units shall be utilized for residential/approved purposes only.
- (b) An owner shall not make any structural modifications or alterations in his unit or installations located therein, without notifying the association in writing and obtaining the requisite permission of the prescribed sanctioning authority. The Association shall have the obligation to answer within thirty days and failure to do so shall mean that there is no objection to the proposed modification, alteration or installation.
- (c) No owner shall undertake any work that affects the external facade of the building from any angle i.e. covering of balconies and terraces, change of color, etc.
- (d) No owner shall undertake any work that affects the structure of the building.
- (e) No owner shall undertake any work that,-
  - (i) Result in encroachment of common areas,
  - (ii) Result in damage or disturbance of common areas, adjacent upper or lower floors.

If any of the above changes are effected by any owner, he will make them good at his own cost, failing which the Association is entitled to effect recovery of the cost of rectification from him.

**NOTE**: - However, no addition Alteration to basic approved design is permitted under any Circumstances. Internal change apply to refurbish mainly and not for any change in building Structure.

7. JVVFOWA is nowhere responsible for renovation work done. In said flat.

8. My attention is drawn to UP Apartment act 2010 Sec6(1,2) wherein I am obliged to obtain PRIOR WRITTEN PERMISSION of all the Block flat Owners, before I commence any major repairs/modifications. Extract of said Sec, 6(1, 2) is placed below:-

**Sec 6 (1)** Each Apartment Owner shall comply strictly with the bye-laws and with the covenants, conditions and restrictions set forth in the Deed of Apartment, and failure to comply with any of them shall be a ground for action to recover sums due for damages, or for injunctive relief, or both, by the Manager or Board on behalf of the Association of Apartment Owners or in a proper case, by an aggrieved Apartment Owner.

**Sec 6 (2)** No Apartment Owner shall do any work which would be prejudicial to the soundness or safety of the property or reduce the value thereof or impair any easement or hereditament or shall add any material structure or excavate any additional basement or cellar or alter the external façade without first obtaining the consent of all the apartment owners.

**Explanation:** In this section, reference to Apartment owners shall be construed, in relation to a building in any block, pocket or other designated area, the Apartment owners of the concerned building in such block, pocket or other designated area.

9. Detailed list of works to be done is attached at Appendix A.

10. I will ensure that

- a) No damage is done to the structure of the tower. I will not object to checking by RWA staff in this regard as per the Maintenance, Repair and Internal Changes Policy as well as provisions in the UP Apartment Act 2010 as amended in 2016, Necessary approval from the competent authorized will be taken by the undersign owner, Any violation later will rest upon owner.
- b) The staircase and common areas will be used with utmost care. I will pay to the RWA for any breakages/damages. The decision of the RWA on the quantum of payment shall be final and non-negotiable.
- c) My workers will not indulge in any misbehavior or misconduct inside the society complex.

11. I undertake to replace or repair any damage caused to the building or adjacent flats as result of my maintenance, repair and internal changes work.

12. I will pay the security deposit / as laid down by JVVFOWA.

13. I will not carry out maintenance, repair and internal changes without a valid permit.

14. I will be permitted to extend the permit, in which case, the RWA will charge additional security deposit for the extension next higher slab for which extension has been requested.

15. If the RWA discovers that I have carried out maintenance, repair and internal changes without a valid permit, I will **pay fine of Rs 500/- per day for the period of default** & the Society/GNIDA reserves the right to inspect the premises and dismantle such, at my cost

16. I will not make any changes to the façade or common areas of the building, i.e. no work of any nature will be done outside the carpet area/interiors of the apartment.

17. I will not encroach upon any common areas.

18. I will not construct brick walls anywhere on the floor or balconies of the apartment, except on load bearing beams.

19. I will ensure that **main valve for water supply is closed after the day's work is over**. I will Further ensure that no seepage is caused in adjacent flats due to my maintenance, repair and internal Changes. Any damage adjacent flats will be got repaired by me at my cost within three to seven days failing which I will be liable to pay a penalty in addition to the cost of repair. Emergency repair will be done Immediately.

20. Labor shall leave the society premises by 1800 h daily and NOT STAY OVERNIGHT. I shall be Responsible for their conduct during their work period.

21. I undertake and solemnly agree:-

- a) For inspection by Society /GNIDA reps for any breach of work content and stop work if violation Occurs / is observed.
- b) Not to encroach/ obstruct common areas.
- c) To remove debris outside the gate at my cost on weekly basis. I will not dump construction/ waste material on road/ common area.
- d) To demolition of any un-authorized construction, at my cost.
- e) **Between 2 to 4Pm, no work involving NOISE shall be done.**
- f) At the end of day's work common area has to be swept clean, before leaving.
- g) In terms of Para 6 of AFNHB letter no. AFNHB/ADM/52 dated 24 Jul 2006.I will refrain from carrying out any alternation/additions on the pretext that.

**'EVERYONE ELSE HAS DONE, SO WHY CAN'T I'.**

(Signature of Owner)

Date:-.....

Date: - ..... (Secretary)

Date:-.....

(VP/President)

**SECURITY DEPOSIT**

- (i) Refundable SD for Rs. 25,000/-(Owner) & Rs. 50,000/-(Contractor) (for major work upto 90 Days periods)  
Refundable SD for Rs. 5,000/- (for minor work below 30 Days)  
Received vide receipt#.....dt.....  
Received vide receipt#.....dt.....
- (ii). Non-Refundable Admin cum processing charges for **Rs. 590/- (500+18% GST) initially and Rs 590/- (500+18% GST)** for extension Received vide receipt#.....dt.....
- (iii) All dues cleared upto.....

(Cashier)

**Note:- Security Deposit may be hold in case of any voilations reported / notice.**

22. It is requested that the gate pass be issued.

(Signature of Owner)

(Signature of Contractor)

Owner's Name \_\_\_\_\_ Contractor Name \_\_\_\_\_

Owner's Mob No \_\_\_\_\_ Mobile No \_\_\_\_\_

Owner's Email \_\_\_\_\_

2. **Attachments:-**

- (a) Major Maintenance, repair and Internal changing works being carried out – Appendix A
- (b) List of the material for renovation- Appendix B
- (c) Certificate from Contractor – Appendix C
- (d) Permission for entry of contractor and labor as per App'D' may please be given:-

**FOR JVVFOWA OFFICE USE**

Maintenance, repair and material gate pass from \_\_\_\_\_ to \_\_\_\_\_

Security Deposit Payable \_\_\_\_\_ Any Other Charges Payable

Any special instructions: \_\_\_\_\_

Extension granted upto \_\_\_\_\_

**(Signature of Estate Manager)**

**JVVFOWA**

**Office Telephone –0120-3512274 Email id:- (jvvfowa@gmail.com).**

**APPENDIX A**

**Flat#.....Valid up to.....**

**MAJOR MAINTENANCE, REPAIR AND INTERNAL CHANGES WORKS BEING**

**CARRIED OUT**

**(Attach detailed description separately)**

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
Note	Common area will be kept clean,otherwise Rs 500/- weekly will be imposed as penalty .All building material will kept in bags, and shifting will be done through trolley only.	1. Also ensure to cover all site opening with safety net and no cutting of tiles/stone will be done in balconies outside the flat.

(Signature of Owner)

(Signature of Contractor)

**(Signature of Estate Manager)**

**APPENDIX B**

**Flat#.....Valid up to.....**

**MAJOR MAINTENANCE, REPAIR AND INTERNAL CHANGES WORKS BEING**

**CARRIED OUT**

**(List of the material for renovation)**

S.No	Material description	Qty
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		

**Note :- Material for renovation to be brought in , one lot and not in bits & pieces.**

**Signature of Contractor**

**Signature of Owner**

**(Signature of Estate Manager)**

**Appendix C**  
**Details of labors**

**Flat#.....Valid up to.....**

<b>SR. No.</b>	<b>Name &amp; Mobile No</b>	<b>Age/Sex (M/F)</b>	<b>Profession</b>	<b>Latest Photo</b>	<b>LH thumb impression</b>
<b>1</b>			<b>Main Contractor</b>	Photo	
<b>2</b>				Photo	
<b>3</b>				Photo	
<b>4</b>				Photo	
<b>5</b>				Photo	
<b>6</b>				Photo	

Signature of Owner

Date. ....

Secretary

Date.....

VP/President

Date.....

**Distribution:-**

1. Main Gate
2. Contractor - To show it on demand

**IMPORTANT NOTIFICATIONS**

1. My attention is drawn to UP Apartment act 2010 Sec6(1,2) wherein I am obliged to obtain PRIOR WRITTEN PERMISSION of all the Block flat Owners, before I commence any major repairs/modifications. Extract of said Sec 6(1,2) is placed below:-

**Sec 6 (1)** Each Apartment Owner shall comply strictly with the bye-laws and with the covenants, conditions and restrictions set forth in the Deed of Apartment, and failure to comply with any of them shall be a ground for action to recover sums due for damages, or for injunctive relief, or both, by the Manager or Board on behalf of the Association of Apartment Owners or in a proper case, by an aggrieved Apartment Owner.

**Sec 6 (2)** No Apartment Owner shall do any work which would be prejudicial to the soundness or safety of the property or reduce the value thereof or impair any easement or hereditament or shall add any material structure or excavate any additional basement or cellar or alter the external façade without first obtaining the consent of all the apartment owners.

**Explanation:** In this section, reference to Apartment owners shall be construed, in relation to a building in any lock, pocket or other designated area, the Apartment owners of the concerned building in such block, pocket or other designated area.

2 . I have read and understood UP Govt. Apartment Bye-Laws 2011 specifically Bye-Law 38 which is as follows:-  
**UP Govt. Apartment Bye-Laws Para no. 38 Use of Dwelling Units : Internal Changes—**

(a) All the Units shall be utilized for residential/approved purposes only.

(b) An owner shall not make any structural modifications or alterations in his unit or installations located therein, without notifying the association in writing and obtaining the requisite permission of the prescribed sanctioning authority. The Association shall have the obligation to answer within thirty days and failure to do so shall mean that there is no objection to the proposed modification, alteration or installation.

(c) No owner shall undertake any work that affects the external facade of the building from any angle i.e. covering of balconies and terraces, change of colour, etc..

(d) No owner shall undertake any work that affects the structure of the building.

(e) No owner shall undertake any work that,-

(i) Result in encroachment of common areas,

(ii) Result in damage or disturbance of common areas, adjacent upper or lower floors.

If any of the above changes are effected by any owner, he will make them good at his own cost, failing which the Association is entitled to effect recovery of the cost of rectification from him.

3. In terms of Para 6 of AFNHB letter no. AFNHB/ADM/52 dated 26 Jun 14. I will refrain from carrying out any alternation/additions on the pretext that **'EVERYONE ELSE HAS DONE,SO WHY CAN'T I'**.

4. I have read UP Apartment Act 2010 and 2016.

**Owner Signature**

**Contractor Signature**

**(Signature of Estate Manager)**