LEGAL NOTICE

To tenant for unauthorized alterations, permanent construction or damage to rented premises in Maharashtra

Drafting note: This is a general template. Confirm whether the premises and tenancy are governed by the Maharashtra Rent Control Act, 1999, whether the occupant is a tenant or leave-and-licensee, and the applicable agreement, municipal permissions and forum. A notice does not itself evict a tenant. Do not change locks, disconnect utilities, remove belongings or use force.

BY RPAD / SPEED POST / EMAIL / OTHER PROVABLE MODE

Date: [DD/MM/YYYY]

From:
[Landlord / owner name]
[Address]
[Email / mobile]

To:
[Tenant name]
[Rented premises address]
[Email / mobile, if known]

Subject: Notice to cease unauthorized alterations / permanent construction and restore the premises

Sir/Madam,

1. That, you are occupying the premises situated at [full address / flat / shop details] as [tenant / lessee] under the [lease / rent agreement] dated [date], at monthly rent of ■[amount], subject to its terms and applicable law.

2. That, the premises were handed over to you in the condition recorded in [inventory / photographs / possession memo] dated [date]. The agreement requires you to use the premises for [permitted use], keep them in proper condition, and obtain prior written consent before structural changes / additions / alterations, as set out in clauses [numbers].

3. That, on or about [date(s)], it came to the notice of the undersigned that you have carried out / permitted the following works without prior written consent: [describe each alteration precisely—location, dimensions, material, attachment, plumbing/electrical/structural changes, damage, and whether work is continuing]. The works are shown in photographs / inspection notes dated [dates].

4. That, the above conduct appears to be contrary to the agreement and, where applicable, Section 16(1)(a) and/or Section 16(1)(b) of the Maharashtra Rent Control Act, 1999. Section 16(1)(a) concerns acts contrary to Section 108(o) of the Transfer of Property Act, 1882 that are destructive or permanently injurious; Section 16(1)(b) concerns erection of a permanent structure without the landlord's written consent. The legal character of the work depends on its nature, degree of annexation, effect on the premises and statutory exceptions.

5. That, you are requested to immediately stop any ongoing work and, within [15] days of receipt of this notice, (a) remove / reverse the unauthorized work to the extent legally and technically permissible, (b) restore the affected portion to its earlier condition, (c) repair the damage described above, and (d) provide copies of any written consent, municipal approval, sanctioned plan or contractor / engineer report on which you rely. The period stated is a reasonable demand period for this notice and is not represented as a universal statutory deadline.

6. That, before undertaking any restoration, you shall coordinate a mutually convenient inspection with the undersigned / authorised representative and qualified engineer, so that the condition and scope of work can be recorded. You shall not undertake further structural work or conceal the affected area pending inspection, except urgent measures reasonably necessary to prevent immediate danger, in which case you shall promptly inform the undersigned.

7. That, if you dispute the allegations, you are called upon to send a written response within [15] days, identifying the work, date, contractor, permissions and legal basis, together with supporting documents. Your response should also state whether you are willing to restore the premises and agree to an inspection.

8. That, failing compliance, the undersigned reserves the right to initiate appropriate proceedings before the competent court / authority, including a suit for recovery of possession on legally available grounds, injunction, restoration and proven damages / costs, as applicable. Any eviction or recovery of possession shall be pursued only through due process and a competent court or statutory forum; this notice is not an order of eviction.

9. That, all rights and remedies under the agreement, the Maharashtra Rent Control Act, 1999, the Transfer of Property Act, 1882, applicable municipal laws and other laws are expressly reserved. Nothing in this notice shall be treated as waiver of any breach or acceptance of the unauthorized work.

10. That, you are requested to treat this notice as urgent and communicate in writing at [address / email] within the period stated above.

ENCLOSURES (AS APPLICABLE)

1. Copy of lease / rent agreement and relevant clauses
2. Photographs / video stills with date and location
3. Inspection report / engineer's opinion, if available
4. Earlier correspondence / consent requests
5. Property condition inventory / possession memo
6. Municipal notice / approved plan / relevant documents

Yours faithfully,

[Landlord / authorised representative name]
[Signature]
[Contact details]

Service and legal-use note: Send by a provable method and preserve the complete notice, postal receipt, tracking, delivery record and email headers. The applicable forum and notice requirements depend on the nature of occupation, premises, agreement and statutory coverage. Do not use self-help eviction. Obtain local legal review before service.