

MUMBAI SOCIETY REDEVELOPMENT · STARTER KIT

# Before the builder arrives.

A society member's plain-English guide to the 79A redevelopment process — and the questions that protect you at the table.

## PART 01

### The 79A Process, Made Simple

The whole journey as a map — and where it quietly stalls.

## PART 02

### Questions to Ask a Developer

Twenty questions, in five groups, that keep a deal honest.

## — START HERE

**Redevelopment is the single biggest financial decision your society will ever make — yet most members walk in reading a brochure the developer wrote.**

This toolkit changes that. **Part 1** gives you the map: how the 79A process actually moves, stage by stage, and the points where good projects go sideways. **Part 2** gives you the armour: the questions that separate a fair offer from a well-dressed one. A plain-English glossary at the back decodes the jargon.

## — HOW TO USE IT

1

### **Read Part 1 early**

Before your committee even speaks to builders — so you know what "normal" looks like.

2

### **Carry Part 2 in**

Print it, and tick the boxes as each developer answers. Silence is an answer too.

3

### **Compare on merit**

The highest carpet figure is rarely the best deal. These questions show you why.

## — THE ONE IDEA TO REMEMBER

### **A developer's pitch is optimised for the developer.**

That isn't a criticism — it's their job. Yours is to know what's **fair for your specific plot**: your carpet, your plot's FSI and TDR upside, a sensible corpus, and the margin that still leaves the builder honest.

THIS FREE TOOLKIT

**Hands you the right questions.**

A FEASIBILITY REPORT

**Answers them for your plot.**

# The 79A process, made simple

"79A" is the State directive, under Section 79(A) of the Maharashtra Co-operative Societies Act, that governs how a society must run its redevelopment. Here is the builder-led route as a member actually experiences it — with the one thing to watch for at each stage.

1

## The spark

MEMBERS → COMMITTEE

A group of members formally writes to the Managing Committee, asking it to explore redevelopment. The committee is expected to take it up, not sit on it.

### WATCH FOR

A committee that buries the request — or one or two members steering toward a pre-decided builder from day one.

2

## Committee groundwork

RECORDS & NOTICE

The committee meets, puts up notice to all members, invites suggestions, and assembles the society's papers — conveyance and title, property card, approved plans, member list and dues.

### WATCH FOR

Missing conveyance or an outdated property card. Put the society's documents in order before courting developers, not after.

3

## Appoint a PMC

YOUR OWN EXPERT

The society appoints a Project Management Consultant or architect — ideally from an empanelled list — to study feasibility, estimate the plot's entitlement, and draft the tender the society will issue.

### WATCH FOR

A PMC "recommended" by a developer. If one side picks the referee, the match is half-lost before it begins.

4

## The deciding SGM

THE 51% VOTE

A Special General Meeting, with the Registrar's authorised officer present, where members vote to proceed. It needs a two-thirds quorum and approval by at least 51% of members.

### WATCH FOR

Quorum not genuinely met, proxy games, or a vote rushed through before members have read a single page.

5

## Tender & selection

### ON YOUR TERMS

The society issues a tender on terms it sets — carpet, corpus, rent, timelines — and collects sealed bids. They are opened in an SGM, with the Registrar's representative present, and a developer is chosen by majority on merit.

#### WATCH FOR

A tender quietly written around one favoured builder — or a choice made on the biggest carpet figure alone, ignoring who can actually finish.

6

## The agreements

### WHERE THE DEAL IS WON OR LOST

A registered tripartite Development Agreement, plus an individual registered agreement (PAAA) for every member. The developer furnishes a bank guarantee to the society. Every number you were promised lives — or dies — in this paperwork.

#### WATCH FOR

Vague completion dates, toothless penalties, and corpus or rent terms left fuzzy. If it isn't written, it wasn't promised.

7

## Vacate & build

### LIVING ON RENT

Members move out on agreed monthly rent and hardship compensation; the project is registered with RERA; construction begins.

#### WATCH FOR

Rent that dries up mid-project, or construction that quietly halts — with members already out of their homes.

8

## Move back in

### OC & CORPUS

New flats are allotted — by lottery before the Registrar's representative, if needed — the Occupancy Certificate is issued, and corpus is paid. The developer's role ends when the OC is handed over.

#### WATCH FOR

Endless snagging, a delayed OC, and corpus cheques that never quite clear. Hold final handover until it is all done.

— KEEP THESE NUMBERS IN YOUR HEAD

## The thresholds that govern the room

**51%**

Member consent needed to redevelop (cut from 70% in 2019)

$\frac{2}{3}$

Quorum of members for a valid redevelopment SGM

**~20%**

Bank guarantee the developer lodges, as a share of project cost

**Registrar**

An authorised officer attends the SGM and the bid opening

**Lottery**

How new flats are allotted, before the Registrar's officer

**2019**

The revised directive (4 July) in force today

**A note on how binding this is.** The courts have treated the 79A directive as directory — strong, expected guidance rather than rigid law — so what matters most is substantial, good-faith compliance. Follow it closely anyway, keep the Registrar's officer genuinely involved, and minute everything.

A SECOND ROAD • ASK US MORE

## Self-redevelopment

Instead of handing the plot to a builder, the society redevelops it **itself** and keeps the surplus a developer would otherwise pocket. Under the September 2019 Government Resolution it comes with real incentives — but the society also carries the execution risk, so it lives or dies on disciplined project management and financing.

- An extra 10% incentive FSI for the society
- Single-window approvals, targeted within ~6 months
- Contractor appointed from an approved panel
- The developer's margin stays with members

# The questions that protect you

Ask every developer the same questions, in the same order, and write down the answers.

A confident builder answers in numbers; a vague one answers in adjectives. Tick each box when you get a straight answer.



## Entitlement & area

WHAT YOU ACTUALLY GET

- ☐ What **exact carpet area** will I get, in RERA carpet terms, and how does it compare with my current carpet?
- ☐ What **FSI and TDR** are you loading on our plot, and what is the total saleable area you will build?
- ☐ Is the extra area **free of cost** to me, or am I paying for any part of it?
- ☐ Is the carpet you quoted **usable carpet**, or does it fold in balcony, fungible or enclosed areas?



## Money — corpus, rent & hardship

WHAT REACHES YOUR POCKET

- ☐ What **corpus** will you pay per member, and how is that figure arrived at?
- ☐ What **monthly rent** or alternate accommodation do I get, for how long, and does it rise each year?
- ☐ Who pays the **brokerage, shifting and deposit** on my rented home during construction?
- ☐ What happens to my rent if the project is **delayed** beyond the promised date?



## Timelines & penalties

DOES THE PROMISE HAVE TEETH?

- ☐ What is the **committed completion date**, in writing, counted from the day we vacate?
- ☐ What **penalty** do you pay for each month of delay — and is it a real, enforceable amount?
- ☐ What **bank guarantee** are you giving the society, and for how much?
- ☐ Is the project **RERA-registered**, and what completion date is filed there?



## Track record & financials

CAN THEY ACTUALLY FINISH?

- ☐ Which **comparable society projects** have you completed — and may I speak directly with those committees?
- ☐ What is your **current pipeline** — how many projects are you running at the same time right now?
- ☐ How is this project **funded** — your own capital, bank debt, or pre-sales of the saleable flats?
- ☐ Do you have any projects that are **stalled, in litigation, or penalised** by RERA?



## Legal & exit protection

YOUR SAFETY NET

- ☐ Will the Development Agreement be **tripartite and registered**, with an individual registered PAAA for me?
- ☐ If you **default**, what are the society's termination and exit rights — and do they keep our land safe?
- ☐ What do the clauses say on **specifications, quality, defect liability** and the OC handover?
- ☐ Is our **title clear**, and are all society documents (conveyance, property card) in order before we sign?



## The golden rule

Get every promise **in writing, in the registered agreement** — carpet, corpus, rent, dates, penalties, specifications. A number spoken across a table is a wish; a number in the PAAA is a right. If a developer resists putting it on paper, that is your answer.

# The words developers use

A plain-English glossary of the terms you'll hear most. Keep it beside you — half of a fair negotiation is simply knowing what the other side means.

## Carpet area

The actual usable floor space inside your walls, as defined under RERA. The number that matters — always negotiate in carpet.

## Built-up / Super built-up

Carpet plus walls, or plus a share of common areas. Larger-sounding figures that aren't the space you live in.

## FSI Floor Space Index

How much may be built on a plot, as a multiple of its area. The engine behind every redevelopment gain.

## TDR Transfer of Dev. Rights

Extra building rights bought and "loaded" onto your plot so more can be constructed than the base FSI allows.

## Fungible FSI

Additional compensatory FSI, up to a cap, usable as area or balconies — granted against a premium paid to the authority.

## Corpus

A one-time lump sum the developer pays each member, as compensation and a cushion for future maintenance.

## Hardship / rent compensation

The monthly amount that covers your rent and disruption while you live elsewhere during construction.

## PMC Project Mgmt Consultant

The society's own appointed expert, who runs feasibility, the tender, and oversight of the work.

## Development Agreement

The master contract between the society and the developer, setting out rights, obligations and terms.

## PAAA

Permanent Alternate Accommodation Agreement — your individual, registered agreement for your new flat.

## Bank guarantee

Security the developer lodges with the society, which it can invoke if the developer defaults.

## Conveyance / Deemed conveyance

Legal transfer of the land's title to the society — essential, and best secured before redevelopment.

## OC Occupancy Certificate

The certificate confirming the new building is legally fit to occupy. The real finish line.

## RERA

The real-estate regulator with which the project and its promised completion date are registered.

— FROM QUESTIONS TO ANSWERS

## Now you know what to ask. But are the answers fair?

This toolkit arms you with the right questions. What it **can't** do is tell you whether a developer's answers are good **for your plot** — that turns on your plot's FSI and TDR entitlement, your existing carpet, the right corpus benchmark for your location, and the point where a fair margin tips into you leaving money on the table.

That is exactly what a **P.REDEV feasibility report** works out — before you sit across the table, not after you've signed.

### 01 Your carpet-gain range

An indicative range for the carpet your plot should command.

### 02 A live Deal Explorer

Move the sliders to see your gain against the builder's profit.

### 03 A viability verdict

Your fair negotiating window, in plain red / amber / green.

### 04 Fair-deal benchmarks

Grounded figures for corpus, rent and area in your area.

## Get your plot's numbers.

Send us your society's address and we'll show you what a fair redevelopment deal looks like — in plain numbers.

[www.predevconsulting.in](http://www.predevconsulting.in) · WhatsApp +91 81080 73610

**Request a feasibility report →**

**EDUCATIONAL, NOT ADVICE.** This guide explains the 79A redevelopment process in general terms for Maharashtra co-operative housing society members. It is not legal, financial or investment advice and creates no professional relationship. Procedures and thresholds reflect the position under the revised directive of 4 July 2019 and related resolutions; rules keep evolving (the Maharashtra Housing Policy 2026 and MHADA amendments are in motion), and the 79A directive has been treated by courts as directory. Always verify the current position and your society's specifics with your appointed PMC, architect and advocate before acting.