



DELHI DEVELOPMENT AUTHORITY
(WORKS ADVISORY BOARD)


No. WAB1(76)/Vol.42/Secy./IV/2025/154

Dated: 16.02.2026

Subject: Minutes of the Ist WAB (2026) Meeting on 06.02.2026-Reg.

The Approved Minutes of Ist WAB (2026) Meeting held on 06.02.2026 at 11:30 AM in the Conference Hall, VC Secretariat, DDA, 1st Floor, B- Block, Vikas Sadan, INA, New Delhi are enclosed here with for favour of information & necessary action.

Encl: As above.

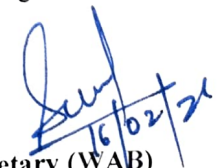

(Sunil Kumar)
Secretary (WAB)

In Circulation to:

1. Chief Engineer (Dwarka Zone), DDA
2. Chief Engineer (Rohini Zone), DDA

Copy to: -

1. OSD to VC, DDA for kind information of the latter.
2. PS to EM, DDA for kind information of the latter.
3. PS to FM, DDA for kind information of the latter.
4. Chief Engineer (HQ & QAC), DDA for kind information.
5. Chief Account Officer, DDA for kind information.
6. Director (Works), DDA
7. AO(Works)- III, DDA.
8. Director (System), DDA for uploading on DDA website (through e-mail).
9. Deputy Director (Hindi Section) for translation in Hindi & uploading on DDA website through Dy. Director(System).


Secretary (WAB)



DELHI DEVELOPMENT AUTHORITY
(WORK ADVISORY BOARD)

Sub: Minutes of the 1st WAB(2026) Meeting held on 06.02.2026 at 11:30 AM in Conference Hall, VC Secretariat, DDA, 1st Floor, B-Block, Vikas Sadan, INA, New Delhi. (E-office file no. 89013)

The list of officers who attended the meeting is as under:

Present(S/Shri)

- | | |
|-----------------------|----------------------------|
| 1. N. Saravana Kumar | Vice-Chairman/DDA-Chairman |
| 2. Sanjay Kumar Khare | EM/DDA-Member |
| 3. Chetan PS Rao | FM/DDA-Member |
| 4. Rakesh Kakkar | CAO/DDA-Member |
| 5. Sanjay Kumar Khare | CE(HQ&QAC)-Member |
| 6. Sunil Kumar | EO-III to EM-Secretary |

Others(S/Shri)

- | | |
|----------------------|-------------------|
| 1. Col. Deepak Suyal | CE(Dwarka) |
| 2. Anand Prakash | CE(Rohini) |
| 3. Harleen Behl | Chief Architect |
| 4. Deepankar Singh | ACA, Rohini |
| 5. Manisha Gupta | ACA, VC Office |
| 6. Alok Lohiya | SE/RCC-1 |
| 7. Uttam Chand Meena | SE(E)/RZ |
| 8. Kumar Rahul Dev | SE/DCC-3/DZ |
| Samtayan | |
| 9. Chandresh Kumar | EE/DPD-5 |
| 10. Rahul Gupta | EE/RMD-1 |
| 11. Ashok Kumar | DD(Arch.)/RZ/HUPW |

1. WAB AGENDA of CE(Dwarka):

- A) Name of Work : Retrofitting of 760 LIG flats allotted under Housing Scheme 2010 at Pocket – III, Sector- 14, Dwarka.

The agenda note for the acceptance of single bid in respect of the above work was presented by Chief Engineer (Dwarka) before the WAB. It was informed by Chief Engineer(Dwarka) that these 760 nos. of LIG flats situated at Pocket – III, Sector – 14, Dwarka, were constructed during 2002 to 2005 on turnkey basis by M/s V.R.M. (India) Ltd. The said work was rescinded and further the balance work was awarded to M/s Narain Dass R. Israni & Co. Ltd. on 07.10.2009 at the risk and cost of M/s V.R.M. (India) Ltd. This housing pocket was launched in Housing Scheme 2010. This pocket is fully occupied and most of the RCC members i.e., Columns, Beams, Slabs, Landing, Chajjas & Terrace are in

dilapidated condition. Various letters from RWA and online complaints have also been received for the maintenance work. The RWA office bearers and residents of the said pocket have also visited the office for repair work. Accordingly, National Council for Cement and Building Materials (NCCBM), Ballabgarh were contacted for carrying out the site inspection. The detailed report and estimate were submitted by NCCBM on dated 29.01.2019, based on which the PE and estimate had been prepared and the tender to take up the retrofitting work was floated.

It was further apprised to the board by Chief Engineer(Dwarka)that this is the 2nd call of Notice Inviting Tender in which 03 nos. of bidders had participated, namely:

1. Cembond Constructions Private Limited
2. Subhash Chander
3. Delhi Engineering Solution

The technical bids were further examined/evaluated in EM office by Technical Bid Evaluation Committee chaired by EM, DDA. As per technical evaluation, only one(1no.) bidder i.e. Cembond Constructions Private Limited was found to be technically qualified. The financial bid of technically qualified single bidder i.e. M/s Cembond Construction Private Limited was opened on 22.12.2025. **The amount quoted by the single eligible bidder i.e. M/s Cembond Constructions Private Limited is 16.42% below the estimated cost put to tender.**

It was further informed by CE(Dwarka) that the entire fund for the work shall be consumed from the One time Maintenance (OTM) fund of the society. Since the total period of maintenance is 30 years and approximately Rs. 12.01 Cr. OTM fund (including interest) is available as on 31.03.2024, hence, even after the completion of the instant retrofitting work a significant amount will still be left for further maintenance of the buildings. It was informed by Chief Engineer that the work is of urgent nature and is to taken up majorly before the onset of this monsoon to prevent further deterioration of the buildings. It was informed to the board that in order to ensure the quality of work, mandatory testing on pre and post stages of execution of work have been incorporated in the estimate.

FM, DDA enquired about the scope of deviation in the work and whether the work shall be completed in the tendered amount to which it was replied by the Chief Engineer (Dwarka) that the estimate has been prepared in detail after consideration of site conditions. However, during the execution of work, some additional work may crop up for which the necessary approval, if required, shall be taken as per procedure.

Decision :-

After detailed deliberation and discussion, the board accepted the proposal of CE(Dwarka) to award the work to single eligible bidder i.e. M/s Cembond Construction Private Limited at their quoted rate of 16.42% below the estimate cost put to tender i.e. for Rs 8,94,31,449/-



2. WAB AGENDA OF CE(Rohini):

- A) Name of Work : Development of Socio-Cultural Centre at District Center-II, Sector-10, Rohini, New Delhi on Design, Built, Finance, Operate, Maintain and Transfer Basis (DBFOMT).

The agenda pertaining to the above-mentioned work was presented by the Chief Engineer (Rohini Zone) before the Board in the 1st WAB (2026) meeting held on 06.02.2026, seeking approval for issuance of a termination notice to the Concessionaire, i.e. M/s Frontage Hospitality & Recreation Pvt. Ltd. under Section 19.1 of the Concession Agreement. It was informed that the work was originally awarded to the H-1 bidder, **M/s Meriton Towers Pvt. Ltd.**, vide letter dated 18.11.2019, after approval of WAB, with directions to deposit a one-time, non-refundable upfront premium of ₹20.00 crore and to execute the Concession Agreement. Execution of the agreement was delayed due to (i) representations made by the Concessionaire seeking permission to form a Special Purpose Vehicle (SPV) under the Limited Liability Partnership Act instead of the Companies Act, and (ii) force majeure conditions arising from the COVID-19 pandemic. While extension was granted for the force majeure period, the Concessionaire failed to deposit the upfront premium within the stipulated time and eventually deposited the same in June 2022 along with penalty/interest of ₹2.50 crore for the unjustified delay. The Concession Agreement was finally signed on 24.08.2022 after formation of an SPV, namely **M/s Frontage Hospitality & Recreation Ltd.**, under the Companies Act.

As per Clause 7.1(a)(ii) of the Concession Agreement, the Concessionaire was required to submit the design to the nodal office within 60 days of signing of the agreement, i.e. by 22.10.2022. However, the Concessionaire repeatedly raised various issues, allegedly hindering preparation and submission of designs/drawings/plans, which were clarified by DDA from time to time. After several reminders, the conceptual plan was presented on 17.03.2023. The shortcomings observed by the Architectural and Planning Wing were conveyed vide letter dated 16.05.2023 for incorporation in the revised architectural drawings. Despite clear provisions of the RFP and the Concession Agreement, the Concessionaire continued to raise repetitive issues and failed to incorporate the suggestions provided by the concerned wings of DDA, resulting in inordinate delay.

Accordingly, a Default Notice under Section 19.1 of the Concession Agreement was issued on 23.07.2024, granting a remedial period of 60 days. Even after expiry of the remedial period, the Concessionaire failed to submit revised drawings. A high-level meeting for amicable settlement under Clause 23.1 of the agreement was also held under the chairmanship of VC/DDA on 26.11.2024; however, no revised architectural drawings were submitted thereafter, and project progress remained stalled.

The matter was placed before the 1st WAB (2025) meeting, wherein, after deliberation, it was observed that a "**Concessionaire Event of Default**" had occurred under Article 19.1(a)(i) and (iii) of the Concession Agreement, due to failure to submit architectural drawings/designs/plans within the stipulated timeframe. The Board agreed to issue a termination notice under Sections 19.1 and 20.1 of the Agreement.

Consequently, a **Termination Notice** was issued vide letter dated 29.01.2025, stipulating a termination period of 60 days. During the termination period, the Concessionaire submitted architectural drawings on 27.02.2025. Considering the corrective measures taken, the Termination Notice was revoked on 28.03.2025 with the approval of the competent authority, i.e. WAB/DDA.

Subsequently, the final architectural drawings submitted on 20.05.2025 were approved by the Screening Committee in its 428th meeting held on 04.08.2025 (Item No. 23/2025), with directions to the Concessionaire to obtain necessary approvals from the Building Section, DDA and other statutory authorities. However, the Concessionaire expressed disagreement with the SCM-approved drawings on the issue of additional ground coverage and FAR and did not pursue approval from the Building Section.

It was submitted that the above facts clearly establish persistent non-compliance by the Concessionaire despite repeated clarifications and meetings. Accordingly, a fresh **Concessionaire Event of Default** occurred under Article 19.1(a)(i) and (iii), as the Concessionaire failed to submit SCM-approved drawings to the Building Section as required under Clause 7.1(a) of the Agreement. A Default Notice under Section 19.1 was therefore issued on 13.11.2025, granting a remedial period of 60 days.

The Concessionaire, vide letter dated 14.11.2025, invoked Clause 23.1 (Amicable Settlement) and sought withdrawal of the default notice. A committee was constituted with the approval of VC/DDA comprising:

S. No.	Designation	Role
1.	CE(Rohini)	Chairman
2.	Chief Architect, DDA	Member
3.	Addl. Commissioner (Planning)-I	Member

The Committee, after examination, observed that all issues had already been adequately clarified by the department and did not recommend withdrawal of the default notice. The Minutes of Meeting dated 18.12.2025 were issued on 13.01.2026. The remedial period has since lapsed without any corrective action by the Concessionaire. Therefore, issuance of a termination notice under Section 19.1 of the Concession Agreement, with a termination period of 60 days, is proposed with the approval of WAB.

It was also informed that the Concessionaire has approached RERA in the matter, the notice regarding which has not been received in the offices of DDA till date. It was informed by Chief Engineer that intimation regarding RERA case was made by the concessionaire itself to the concerned offices of DDA. It was further informed that, without any representation or hearing from DDA, RERA has passed an order on 14.01.2026, that no coercive action be taken against the concessionaire till 03.02.2026. The next date of hearing before RERA is 10.03.2026 and the reply from DDA shall be filed by 28.02.2026. The Board sought clarification regarding applicability of RERA in this matter, noting that the Concessionaire

itself is the developer. FM, DDA opined that Clause 23.2(g) cited by the Concessionaire may not be applicable in the present matter and that legal opinion be obtained on the jurisdiction/applicability of RERA in the matter.

Further, it was clarified that as per Clause 21.2 of the Concession Agreement, upon termination due to a Concessionaire Event of Default, the Concessionaire shall not be entitled to any termination payment and the entire Performance Security shall be cashed by the Concessions Authority.

Decision:-

After due discussion and deliberation, the board accepted the proposal of CE(Rohini) to issue the termination notice to the concessionaire under section 19.1 & section 20.1 of the concession agreement. It was further directed that the clarification from CLA office may be taken regarding the applicability of RERA on this project and the termination notice should be enforced after such clarification only.

Sd/-

(Rakesh Kakkar)

CAO

Sd/-

(Sanjay Kumar Khare)

CE (HQ & QAC)

Sd/-

(Sanjay Kumar Khare)

EM/DDA

Sd/-

(Chetan P.S. Rao)

FM/DDA

Sd/-

(Dr. N. Sarvana Kumar)

VC/DDA