



DELHI DEVELOPMENT AUTHORITY
(WORKS ADVISORY BOARD)

No. WAB1 (76)/Vol.42/Secy./IV/2026/ 839

Dated: 08.10.2026

Subject: Minutes of the 6th WAB (2026) Meeting on 07.10.2026-Reg.

The Approved Minutes of 6th WAB (2026) Meeting held on 07.10.2026 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 (North Zone), DDA
2. Chief Engineer (Narela 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)- II, 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).

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Secretary (WAB)



DELHI DEVELOPMENT AUTHORITY
(WORKS ADVISORY BOARD)

Sub: Minutes of 6th WAB (2026) Meeting held on 07.10.2026 at 11:30 AM in the conference Hall, VC Secretariat, DDA, 1st Floor, B- Block, Vikas Sadan, INA, New Delhi.

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. P. Praveen Siddharth | FM/DDA- Member |
| 4. Sanjay Kumar Khare | CEHQ/DDA- Member |
| 5. Abhishek Anand | Chief Account Officer (CAO)-Member |
| 6. Sunil Kumar | EO-III to EM- Secretary |

Others (S/Shri)

- | | |
|---------------------|----------------------------------|
| 1. Chitrnanjan Dash | Principal Commissioner (Housing) |
| 2. Manohar Lal | Chief Legal Advisor (CLA) |
| 3. Arun Kumar | CE (North Zone) |
| 4. Deepak Suyal | CE(Narela) |
| 5. Amit Singh | Director (Works) |
| 6. Manoj Kumar | SE/NCC-II/North Zone |
| 7. Arjun Lal Meena | EE/NMD-4 |
| 8. Anshul Goel | EE/ELD-8 |
| 9. Surindra Dogra | EE/NPD-4 |

I. WAB AGENDA of CE (North Zone):

Subject: Final Action on Termination of the Development Agreement Executed with M/s Raheja Developers Ltd. for the Redevelopment of Kathputli Colony.

Name of Work: Selection of Project developers for in-situ development at Kathputli Colony situated near Shadipur Depot.

Developer: M/S Raheja Developers Ltd.

Agreement No: 40/EE/WD-5/DDA/2009-10

The agenda note in respect of the aforementioned work was presented by the Chief Engineer (North) before the Works Advisory Board (WAB). The Chief Engineer informed the Board that the Delhi Development Authority (DDA) had undertaken the In-situ Redevelopment of Kathputli Colony, situated near Shadipur Depot, Delhi, with the objective of providing permanent housing to the eligible slum dwellers residing therein, in accordance

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with the Rehabilitation Policy contained in the Master Plan for Delhi-2021, as notified in the year 2007. In pursuit of above initiative, the work of in-situ development of Kathputli colony was entrusted by DDA ("Authority") to M/s Raheja Developers Ltd. ("Developer") vide agreement: No:40/EE/WD-5/DDA/2009-10 drawn on 04-09-2009 under Public Private Partnership (PPP) mode using land as a resource, for construction of 2800 EWS houses with stipulated dates of start and completion 04-09-2009 and 03-09-2011, respectively with a total completion period of 24 months.

The Chief Engineer further apprised the Board that the 3rd WAB (2026), in its meeting held on 15.07.2026, had deliberated upon the agenda item concerning the expenditure incurred by the Developer towards maintenance of the Transit Camp and execution of works beyond the scope of the Agreement. After due consideration, the WAB recommended the matter for approval of the Authority, along with the proposed modality for remittance of the said amount to the Developer, in accordance with the mutually agreed terms and conditions set forth in the Memorandum of Understanding (MoU).

However, during the intervening period, DDA came to know of proceedings/investigations initiated by the Enforcement Directorate (ED) concerning the Developer. In this regard, various developments, including the ED press releases dated 28-04-2026, 16-06-2026 and 31-07-2026, came to the notice of DDA. In view of these subsequent developments, the recommendations made in the 3rd WAB meeting were withdrawn in the 5th WAB(2026) meeting held on 20-08-2026. It was further observed that, in light of the recent developments and the proceedings/investigations concerning the Developer, the Developer was considered to be fully incapacitated to complete the project. Accordingly, the WAB in its 5th meeting (2026) took the view that, in the larger interest of the project and its timely completion, it would be prudent to terminate the existing Developer Agreement and consequently recommended that a final Show Cause Notice proposing termination of the Agreement be issued to the Developer.

Chief Engineer (North Zone) further apprised the board about the Subsequent developments as detailed below that have revealed grave concerns regarding the conduct and credibility of the Developer: -

1. In pursuance of the directions of the 5th WAB (2026), a notice under Clause 67 of the Development Agreement was issued to the Developer by EE/NMD-4 vide office letter No. F5(210) WD-5/DDA/2020-21/336 dated 20.08.2026. The notice, inter alia, referred to the slow progress of the work and the Developer's non-compliance with its contractual obligations, as brought out through various communications issued from time to time. The notice further apprised the Developer of certain serious developments that had come to the notice of DDA regarding proceedings/investigations initiated by the Enforcement Directorate and other investigating agencies against the Developer and its directors. The Developer was accordingly called upon to show cause as to why the Development Agreement dated 04.09.2009 should not be terminated under Clause 67 thereof and was directed to submit its reply within seven days from the date of receipt of the notice.
2. The Developer requested an opportunity for personal hearing/audience before the Competent Authority to present its submissions, points of clarification and explanations regarding the issues raised in the notice. The request for extension of time was considered, and the Developer was allowed to submit its reply on or before 03.09.2026.

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In response to the Show Cause Notice dated 20-08-2026. Developer submitted his reply on 03-09-2026.

3. Meanwhile, the Developer moved a CM application No. 57029/2026 under Section 151 of the CPC, 1908, in the High Court in WP(C) 13562/2022. The Hon'ble High Court, by its order dated 24.08.2026, directed the DDA to file its reply on or before the next date of hearing, i.e. 21.09.2026. The Court further granted liberty to the Developer to move an appropriate application for early listing in the event any decision is taken by DDA in the meantime. The documents available on the date of hearing were also furnished to the Developer in the courtroom. The necessary reply was duly filed before the Hon'ble High Court on 21.09.2026 and the next date of hearing is 07.10.2026.
4. Pursuant to Developer's request and in accordance with the principles of natural justice, DDA vide letter No. F5(210) EE/NMD-4/DDA/2026-27/354 dated 09.09.2026, afforded CMD/RDL an opportunity of personal hearing on 14.09.2026 at 12:30 PM and inspection of documents sought by RDL. However, CMD/RDL, vide e-mail dated 13.09.2026, informed DDA that he, along with the authorised RDL team, would appear before the Vice Chairman, DDA for personal hearing. The CMD/RDL did not avail himself of the opportunity; only the RDL team appeared for the personal hearing on the scheduled date & time. Subsequently, vide e-mail dated 14.09.2026 at 12:47 PM, it was intimated that, owing to a medical condition, CMD/RDL was unable to appear in person for the personal hearing. He accordingly requested that the authorised team of RDL, along with representatives of L&T, be permitted to appear for the personal hearing on his behalf. Consequently, RDL was informed vide letter No. F5(210) EE/NMD-4/DDA/2026-27/358 dated 15.09.2026 that the aforesaid request could not be acceded to by the Competent Authority, as the opportunity of personal hearing had specifically been granted to CMD/RDL personally. Furthermore, no representative of RDL appeared for inspection of the documents at the office of the Executive Engineer, NMD-4, on the scheduled date and time. Hence, the RDL failed to avail the opportunity of personal hearing so afforded to it. Notwithstanding such non-appearance and the time already granted, the DDA afforded RDL an additional opportunity to submit the requisite documents, if any, on 16.09.2026. Subsequently, RDL vide e-mail dt 14-09-2026 denied contractual default, requested to keep Termination Action in abeyance, recognising that the project completion period remains extended up to 31-03-2027, refer RERA orders dated 10.08.2026 concerning the remunerative part of project allowed 100 % of collection from allottees for construction. Furthermore, through its letter dt 15.09.2026, vide email dt: 16-09-2026, the Developer sought that the proposed termination action be kept in abeyance. It asserted that mobilisation of manpower, machinery, and resources had already commenced, and further committed to completing the construction of 2,800 EWS units within a twelve-month timeframe.

CE (North) apprised the board about the contents of the developers reply after examination of the same as under: -

- 1) The Developer denied all allegations of breach, incapacity, or misconduct under Clause 67 of the Agreement. Requests withdrawal/abeyance of the notice, disclosure of the complete relied-upon record, and a personal hearing before any decision. The reply does not merely deny the allegations but places reliance upon the contemporaneous record of

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DDA itself, particularly the approved Minutes of the 3rd Works Advisory Board (WAB) meeting dated 15.07.2026, the DDA's extension of the completion period up to 31.03.2027, the proceedings concerning reimbursement of Transit Camp expenditure, the pending proceedings before the Hon'ble High Court and the proposed mechanism for completion of the balance work. The Developer contends that the proposed termination under Clause 67 is not sustainable because the alleged delay cannot be treated as a unilateral default of the Developer when DDA's own record acknowledges substantial delays arising from circumstances beyond the control of both parties. The Developer further contends that the very financial issue which affected the pace of construction had been examined and quantified by DDA and was recommended for reimbursement through a controlled escrow mechanism.

- 2) The Developer strongly objects to reliance upon Enforcement Directorate press releases and investigative proceedings as a basis for termination. The reply points out that the Show Cause Notice itself does not record any final adjudication of guilt, final confiscation order, restraint against performance of the Kathputli Project, or attachment of any identified Kathputli Project asset. RDL therefore contends that allegations under investigation cannot, by themselves, be treated as an established contractual default under Clause 67, particularly when none of the specified contingencies of Clause 67 expressly incorporates pendency of criminal/investigative proceedings as a termination event. The Developer also points out that the 3rd WAB recommendation dated 15.07.2026 was made after earlier ED press releases had already entered the public domain, yet the WAB still recommended reimbursement and a project monitoring mechanism.
- 3) The Developer raises a procedural objection based upon the chronology of events, particularly referring to the in-principle agreement in June/July 2026, upon a settlement/completion mechanism involving reimbursement, an MOU and escrow-based funding. The 3rd WAB on 15.07.2026 recommended reimbursement and monitored completion. Thereafter, the 5th WAB on 20.08.2026 reviewed/withdrew the earlier recommendation and directed initiation of proceedings under Clause 67, followed by issuance of the Show Cause Notice on the same date.
- 4) The developer also mentioned the pendency of W.P.(C) 13562/2022 and connected applications before the Hon'ble High Court and seeks preservation of the existing Project structure pending appropriate consideration by the Court. The Developer has also referred to pending judicial proceedings and RERA/third-party interests, which would require consideration before any irreversible takeover or substitution. The Developer has further conveyed that it is actively evaluating the participation of an L&T Group entity in the balance construction works, with a view to strengthening mobilisation and expediting the completion of the project
- 5) The Developer contended that, in its reply to the earlier Show Cause Notice dated 01.06.2026, it was submitted that the delay in project progress was not attributable to RDL but had arisen due to (i) delay in handing over land for the transit camp, (ii) delay in availability of encumbrance-free project land, and (iii) non-payment of transit camp maintenance charges. The Developer further contended that, pursuant to the said reply and the subsequent meetings held between the parties, the discussions culminated in the

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drafting and acceptance of an MoU in the larger interest of the project, whereby an understanding was reached for further advancement and completion of the project. Accordingly, the Developer asserted that the earlier Show Cause Notice had become infructuous and could no longer form the basis for any further action against it.

- 6) The Developer also contended that the pendency of criminal proceedings or apprehension regarding RDL's ability to complete the project, does not constitute a ground under any sub-clause of Clause 67. It was submitted that Clause 67 is a specific contractual provision setting out five defined circumstances in which termination may be resorted to, and that these provisions are exhaustive in nature. According to the Developer, none of the said sub-clauses identifies the pendency of criminal proceedings, investigative findings or press releases, or a mere apprehension regarding the Developer's capacity to complete the project, as an independent ground or trigger for termination. The Developer, therefore, contended that the pending proceedings before the Enforcement Directorate do not constitute valid grounds for invocation of Clause 67, as the allegations remain unadjudicated, unverified, and are not specific to the Kathputli Project.

Board was further apprised by Chief Engineer (North) as follows: -

- A. The provisional extensions of time granted to RDL on its requests for completion of the project, from time to time were intended solely to facilitate completion of the project. The primary objective of granting such extensions was to enable RDL to complete the project at the earliest and facilitate the shifting of slum dwellers presently residing in the makeshift transit camp to proper dwelling units. Such provisional extensions of time cannot, in any manner, be construed as absolving RDL of its contractual obligations or excusing its persistent and substantial failure to achieve the requisite progress of the work.
- B. Regarding the validity of the claims relied upon by RDL, the inter-departmental notings and minutes of meetings in the matter, by themselves, do not confer any vested or enforceable right upon RDL to seek reimbursement, unless such claims are duly examined, approved and accepted by the competent authority and have attained finality. Mere internal discussions, recommendations or notings cannot be construed as an admission or acceptance of liability on the part of DDA. Further, the Developer's contention regarding non-reimbursement of expenditure beyond the scope of the Development Agreement cannot absolve it of the contractual obligation to maintain progress and ensure timely completion.
- C. The project has remained at a "standstill" since October 2025 is founded upon the comprehensive monthly progress reports submitted by RITES, the TPQA agency responsible for quality and progress assurance, as well as the progress evaluations undertaken in accordance with the program schedule mutually agreed upon with RDL by the Authority. RDL's capability to achieve the committed completion schedule. It is to be noted that the present status of completion of EWS flats is as under:

- No Work commenced so far- 633 flats

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- Only foundation completed; superstructure work pending – 355 flats
- Only Structure completed (No Finishing, Electrical & plumbing work) – 1116 flats
- Flats completed (Pending approval of services from DJB, Fire NOC from DFS, lifts not operational and water and sewerage connection) – 696 flats

The continued stagnation and abysmally slow progress of the project, resulting in prolonged delay in the rehabilitation of the slum dwellers, constitute sufficient and valid grounds for DDA to consider termination of the Development Agreement under Clause 67 thereof. It was further informed by CE(North) that absolutely no activity of any kind from the developer has been noticed at site since 05.10.2026.

- D. The CMD of the RDL faces very serious allegations of syphoning of public funds, which have been noted with concern by the DDA while proceeding further in the instant case of public welfare.
- E. RERA is intended to safeguard the interests of allottees and beneficiaries, not to shield a promoter or co-promoter who has failed to discharge its obligations. The foremost concern of DDA remains the welfare of the slum dwellers, which necessitated issuance of the present Show Cause Notice to RDL. Accordingly, DDA's action is not in conflict with but rather in furtherance of the statutory intent of RERA. While RDL entered the project against a consideration of 170 freehold flats and other commercial components, DDA's sole objective is the rehabilitation of 2,800 families of slum dwellers. RDL has failed to achieve the contractual milestones, and DDA cannot remain a passive spectator.

Chief Engineer recommended to the board the following for the following actions: -

1. The project has been considerably delayed and, in view of the present status of the project and the circumstances brought out above, there appears to be little prospect of its being completed within a reasonable timeframe under the existing arrangement with the present developer. The reply submitted by M/s RDL, as discussed above, is also not found adequate to address the issues and does not provide sufficient assurance regarding timely completion of the project.
2. Considering the prolonged delay and the need to safeguard the interests of the 2,800 affected families, it is recommended that the Development Agreement with M/s RDL may be terminated, in accordance with the terms and conditions of the Agreement and applicable rules/provisions.
3. It is further recommended that, in the larger public interest and with a view to ensuring expeditious completion of the project, the WAB may also consider the feasibility of alternate assignment of the project to a reputed Government agency/appropriate Government body, subject to due process and legal/contractual requirements, so that the project can be completed without any further avoidable delay and the interests of the 2,800 families are duly protected.

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Decision: -

- 1) After detailed deliberation and discussion, the Board (WAB) agreed with the recommendation of Chief Engineer (North) and approved the termination of the Development Agreement No. 40/EE/WD-5/DDA/2009-10 under Clause 67(d) of the Development Agreement, in accordance with the applicable terms, conditions and rules/provisions.
- 2) The Board further decided that, in the larger public interest and with a view to ensuring expeditious completion of the project, the feasibility of alternate assignment of the project to a reputed Government agency/appropriate Government body may also be explored /considered, subject to due process and legal/contractual requirements, so that the project can be completed without any further avoidable delay and the interests of the 2,800 families are duly protected.
- 3) Accordingly, the Chief Engineer (North Zone) was directed to work out and place before the competent authority a suitable proposal for carrying out/completing the balance work through an appropriate reputed Government agency/Government body, after examining the feasibility and ensuring compliance with the applicable contractual, legal and procedural requirements.

II. WAB AGENDA of CE (Narela):

Agenda Item No. 02 : Permission to accept the lowest bid of the following work.

Name of work: M/o Completed Scheme at UER-I, II & III

Sub Head: Re-carpeting & repair of UER-1 (80M ROW road) starting from Flyover upto Western Yamuna Canal under jurisdiction of NPD-4, Narela Zone"

The agenda note regarding acceptance of the lowest bid (L-1 bidder) in respect of the aforementioned work was presented by the Chief Engineer (Narela) before the Works Advisory Board (WAB). The Chief Engineer (Narela) informed that work pertains to re-carpeting and repair of UER-1, an 80M ROW road starting from Flyover upto Western Yamuna Canal under the jurisdiction of NPD-4, Narela Zone. UER-I from NH-1 to Western Yamuna Canal was constructed in 2006 under North Zone and was subsequently transferred to Narela Zone in 2024. The total UER-1 road length is approximately 9.2 km, out of which the stretch from the Flyover to Western Yamuna Canal, having a length of about 4.2 km, has been considered for re-carpeting and strengthening.

The road was last repaired/recarpeted in 2020. The affected stretch is presently in a dilapidated condition and carries heavy traffic, necessitating strengthening and remedial measures. Site inspection photographs in the technical presentation record potholes, ravelling and distressed/failed bituminous surface at various locations along UER-1.

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CE(Narela) also inform that DDA engaged the National Institute of Technology (NIT), Delhi as Design Consultant for evaluation of the UER-I stretch from the Flyover to Western Yamuna Canal and for recommending strengthening, maintenance and remedial measures.

CE(Narela) further appraised the board, the present tender includes milling of existing bituminous layer and preparation of pavement surface, WMM, tack coat, dense graded bituminous macadam (DBM) and bituminous concrete (BC).

Accordingly, the detailed estimate was technically sanctioned by the competent authority and thereafter NIT No. 03/EE/NPD-4/DDA/2026-27 was issued for an estimated cost/cost put to tender of Rs.16,43,14,110/-.

In response of Call of Notice Inviting Tender in which 4 bidders had participated namely,

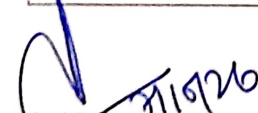
1. M/s Jaswant Singh Dabas.
2. M/s Sethi Construction
3. M/s Satya Parkash and Bros Pvt. Ltd
4. M/s R.K. Brothers & Co.

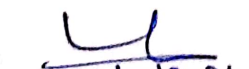
The technical bids were opened on 03.08.2026 and were subsequently examined and evaluated in the office of the Engineer Member (EM), DDA by the Technical Bid Evaluation Committee chaired by EM, DDA. As per the technical evaluation, out of four participating bidders, M/s Jaswant Singh Dabas, M/s Sethi Construction and M/s Satya Parkash & Bros. Pvt. Ltd. were found technically qualified, whereas M/s R.K. Brothers & Co. was disqualified due to non-submission of the required partnership registration certificate. Accordingly, the Committee approved opening of the financial bids of the three technically qualified bidders.

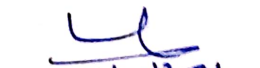
The financial bids of the three technically qualified bidders were opened through e-procurement system. M/s Jaswant Singh Dabas emerged as the L-1 bidder with a tendered amount of Rs.14,31,45,758.67/-, at 12.88 % below the estimated cost put to tender. Chief Engineer(Narela) recommended to board the acceptance of the lowest bid of M/s Jaswant Singh at its quoted rates of 12.88% below the estimated cost put to tender, in order to meet the targets, given in CAQM regarding end to end carpeting.

Decision:-

After detailed deliberation and discussion, the Board (WAB) agreed with the recommendation of Chief Engineer (Narela) and decided to accord approval to accept the lowest bid of M/s Jaswant Singh Dabas at its quoted rates i.e Rs.14,31,45,758.67/-, at 12.88% below the estimated cost put to tender.


(Abhishek Anand)
CAO


(Sanjay Kumar khare)
EM/DDA


(Sanjay Kumar khare)
CE(HQ & QAC)


(Dr. N. Saravana Kumar)
VC/DDA


(P. Praveen Siddharth)
FM/DDA