

निदेशक (प्रणाली) वि.वि.प्र.  
आपरी नं. 3661.....  
दिनांक..... 27.11.25

**DELHI DEVELOPMENT AUTHORITY**  
**(WORKS ADVISORY BOARD)**

No. WAB1 (76)/Vol.42/Secy./1/2025/ 58

Date: 24/11/2025

**Sub: Minutes of the 1<sup>st</sup> WAB (2025) Meeting on 07.01.2025 -Reg.**

The Approved Minutes of 1<sup>st</sup> WAB (2025) Meeting held on 07.01.2025 at 04:00 PM in the Conference Hall, VC Secretariat, DDA, 1<sup>st</sup> Floor, B- Block, Vikas Sadan, INA, New Delhi are enclosed herewith for favour of information & necessary action.

**Encl: As above.**

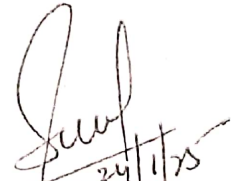
(Sunil Kumar)  
Secretary (WAB)

**In Circulation to:**

Chief Engineer (Rohini). 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).

  
Secretary (WAB)

**DELHI DEVELOPMENT AUTHORITY**  
**(WORKS ADVISORY BOARD)**

**Subject:** Minutes of the 1<sup>st</sup> WAB (2025) Meeting held on 07.01.2025 at 04:00 PM in the Conference Hall, VC Secretariat, DDA, 1st Floor, B- Block, Vikas Sadan, INA, New Delhi. (Approved in e-office file no. 89013 )

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

**Present (S/S)**

1. Vijay Kumar Singh	Vice-Chairman	Chairman
2. Sanjay Kumar Khare	EM	Member
3. Vijay Kumar Singh	FM	Member
4. Bhawna Gulati	CAO	Member
5. Sanjay Kumar Khare	CE (HQ & QAC)	Member

**Others (S/S)**

1. Col. Deepak Suyal	CE(Rohini)
2. Manisha Gupta	ACA, VC office
3. Deepankar Singh	ACA, Rohini
4. Amit Singh	Director(Works)
5. Alok Lohiya	EE/RMD-1
6. Sunil Kumar	EO-III to EM

**I. WAB AGENDA of CE (Rohini):**

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

The agenda note of above-mentioned subject was submitted by Chief Engineer (Rohini Zone) before 1<sup>st</sup>WAB (2025) held on 07.01.2025 to issue the termination notice under Section-19.1 of the agreement to the concessionaire (M/s Frontage Hospitality & Recreation Pvt. Ltd.). It was informed by CE(Rohini) to the board that, the work was awarded to the H1 bidder i.e. M/s. Meriton Towers Pvt. Ltd. Vide letter dated 18.11.2019, after approval of WAB with request to



deposit onetime non-refundable Upfront Premium of amounting to Rs. 20 (Twenty) Crore and sign the concession agreement. The signing of concession agreement got delayed due to concessionaire's representation to allow him to form Special Purpose Vehicle (SPV) as per Limited Liability Partnership Act, instead of the provision of the agreement i.e. Companies Act and force majeure of COVID-19 pandemic. The concessionaire was given justified extension for force majeure. However, concessionaire did not submit upfront premium timely and deposited the upfront premium in June 2022 along with penalty/interest for delay of Rs. 2.5 Crore for unjustified delay and signed concession agreement on dated 24.08.2022 after formation of Special Purpose Vehicle (SPV) named as M/s Frontage Hospitality & Recreation Ltd under Companies Act.

It was further informed by CE(Rohini) that the concessionaire had to submit the design to the nodal office within 60 days from signing of the concession agreement i.e. by 22.10.2022 as per condition 7.1 (a) (ii) of the concession agreement. However, the concessionaire raised various issues at different time allegedly causing hindrance in preparation and submission of design/drawings/plans which was clarified time to time to Concessionaire. After various reminders, the conceptual plan was presented by concessionaire in the chamber of CE(R) on 17.03.2023. The shortcomings observed by Architectural and Planning wing in the conceptual plan submitted by the concessionaire were conveyed to concessionaire vide letter dated 16.05.2023 for incorporation of the same in Architectural drawing to be submitted. Despite various clear provisions in the RFP/ agreement, concessionaire raised one or other issue to delay the project. Further, despite various clarification and meeting, concessionaire raised same points again and again and did not consider various suggestion provided by concerned branches of DDA.

Hence "Concessionaire event of default" is found to have occurred in related this project as per Article 19.1(a)(i) & (iii) as the concessionaire has not submitted the architectural drawings/design/plans as per suggestions/modifications provided by Architectural and Planning wing, DDA within the time frame as mentioned in condition 7.1 (a)(ii) of the concession agreement which is reproduced as below:

***"The concessionaire is in breach of its obligations under the concession Agreement, which has a Material Adverse Effect upon the Concessioneing Authority or the Project"***

AND



*“The concessionaire fails to meet the progressive milestones set forth in the Project Implementation Schedule or amendments thereto as provided for this Agreement.”*

Default notice under section 19.1 of the concession agreement was issued vide letter dated 23.07.2024 with remedial period of 60 days from the date of issue of default notice. Even after expiry of remedial period the concessionaire did not submit the revised Architectural drawing/plans after modifications as already conveyed. Further, a high-level meeting was also under chairmanship of VC/DDA was held as per clause 23.1 for amicable settlement on dated 26.11.2024, but till date the revised Architectural drawing/plans after modifications have not been submitted by Concessionaire, due to which the progress of the project has suffered badly. Hence case for termination is put up by CE(Rohini) as per section 19.1 of the concession agreement.

It was also informed by CE(Rohini) that as per section 21.2 of the concession agreement, upon termination by the Concessing Authority on account of a Concessionaire event of Default in accordance with the provision of Section 19.1 (a) & 19.1.(b), the Concessionaire shall not be entitled to receive any Termination Payment from the Concessing Authority. In addition, the Concessing Authority shall encash and appropriate the entire amount of the Performance Security.

**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.*

Sd/-  
(Bhawna Gulati)  
CAO

Sd/-  
(Sanjay Kumar Khare)  
CE(HQ&QAC)

Sd/-  
(Sanjay Kumar Khare)  
EM/DDA

Sd/-  
(Vijay Singh)  
FM/DDA

Sd/-  
(Vijay Singh)  
VC/DDA