



0-22013/10/2024 E-P-V
Government of India
MINISTRY OF EDUCATION

MoE

Government of India

Nirman Bhawan, New Delhi

Dated: 24th October, 2024

This Memorandum of Agreement ("Agreement") is made and entered into on this **24th day of October, 2024**, BETWEEN: THE MINISTRY OF EDUCATION, Government of India, having its principal office at **Nirman Bhawan, New Delhi, India (hereinafter referred to as "The Ministry")**;

AND

Elitetoolistic (OPC) PVT. LTD., a company duly incorporated under the Companies Act, 2013, having its registered office at DLF Prime Towers, Plot No 79 & 80, Mata Mohalla, Pocket F, Okhla Phase I, Okhla Industrial Estate, New Delhi, Delhi 110020 (**hereinafter referred to as "Elitetoolistic"**).

(The Ministry and Elitetoolistic (OPC) PVT. LTD here in after collectively referred to as "the Parties" and individually as "Party")

WHEREAS:

A. The Ministry is a key arm of the Government of India, entrusted with the formulation and implementation of policies, programmes, and initiatives pertaining to housing, urban planning, development, and infrastructure throughout the Republic of India, with the overarching objective of fostering sustainable, inclusive, and resilient urban growth.

B. Elitetoolistic (OPC) PVT. LTD is an established construction and infrastructure development company with substantial industry experience, demonstrated expertise, and a proven track record in delivering large-scale projects, including residential, commercial, and public infrastructure developments.

C. The Ministry, following comprehensive review and due diligence, acknowledges Elitetoolistic (OPC) PVT. LTD distinguished expertise, substantial financial strength, and steadfast commitment to quality and timely execution, thereby considering the Company a suitable partner in advancing national urban development objectives.

D. The Parties intend to enter into this Agreement to formalize a strategic partnership under which Elitetoolistic (OPC) PVT. LTD shall be granted exclusive rights to execute present and future projects initiated, funded, or supported by the Ministry across India.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Exclusive Rights:

1.1. The Ministry hereby grants to Elitetoolistic (OPC) PVT. LTD the sole and exclusive right to bid for, undertake, and execute all forthcoming and future housing, urban development, infrastructure, and allied projects across the entire territory of the Republic of India that are initiated, sponsored, funded or directly administered by the ministry.



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1.2. This exclusivity shall commence from the effective date of this Agreement and shall remain in force for a period of twenty five (25) years, subject to the terms and conditions outlined herein.

2. Standards of Performance and Quality Compliance

2.1. Elitetoolistic (OPC) PVT. LTD shall execute all projects in accordance with the highest standards of quality, safety, and operational efficiency, while strictly complying with all applicable laws, statutory regulations, building codes, and environmental norms prevailing in India.

2.2. Elitetoolistic (OPC) PVT. LTD shall ensure the timely completion of all projects in accordance with the mutually agreed timelines, technical specifications, and contractual requirements.

3. Financial Terms and Conditions:

3.1. The specific financial terms, project costs, payment schedules, and performance guarantees applicable to individual projects undertaken pursuant to this exclusive right shall be mutually determined and set forth in separate, project-specific agreements or work orders executed by the Parties.

4. Confidentiality:

4.1. Both Parties undertake to maintain strict confidentiality of all non-public information, data, and strategic materials disclosed or exchanged in connection with this Agreement and the execution of projects

5. Dispute Resolution and Arbitration:

5.1. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall, in the first instance, be resolved amicably through good faith negotiations between the Parties.

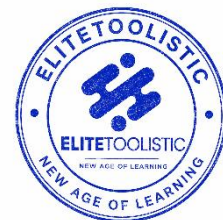
6. Governing Law and Jurisdiction:

6.1. This Agreement shall be governed by the laws of India, and the courts at New Delhi shall have exclusive jurisdiction over any matters arising hereunder.

LN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.



For and on behalf of MoE



For and on behalf of Elitetoolistic (OPC) PVT. LTD