FORMAT FOR CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement ("**Agreement**") executed on this _____ day of _______ between ________________________ [*insert name of Lead Member*] a company incorporated under the laws of _____________ and having its registered office at _________ (hereinafter called the "**Member – 1**", which expression shall include its successors, executors and permitted assigns) and _____________________________ a company incorporated under the laws of _________________ and having its registered office at _________________ hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), ____________ a company incorporated under the laws of _____________ and having its registered office at ____________ (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Consortium should list the details of all the Consortium Members*] for the purpose of submitting application on Maharashtra State Electricity Distribution Co. Ltd ("**MSEDCL**") Mukhyamantri Saur Krishi Vahini Yojna 2.0 (MoU Route) Portal, a Company incorporated under the Companies Act, 2013 having its Registered office at Maharashtra State Electricity Distribution Co. Ltd "Prakashgad", 5th Floor, Anant Kanekar Marg, Bandra (E), Mumbai - 400051 and execution of a PPA (in case of award) in terms of the MOU of Mukhyamantri Saur Krishi Vahini Yojna 2.0 (MoU Route)

Each member individually shall be referred to as the "**Member**" and all of the members shall be collectively referred to as the "**Members**" in this Agreement.

WHEREAS:

(A) MSEDCL desires to purchase power of about [__] MW (AC) in terms of the MOU of Mukhyamantri Saur Krishi Vahini Yojna 2.0 (MoU Route).

(B) MSEDCL Had floated its interest for purchase of power in its Portal; MSKVY 2.0 MoU Route Portal on First come First basis .

(C) The MOU of Mukhyamantri Saur Krishi Vahini Yojna 2.0 (MoU Route) stipulates that in case the response to application is being submitted by a Consortium (*as defined in the guidelines*), the Members of the Consortium have to submit a legally enforceable Consortium Agreement in a format specified by MSEDCL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and parties to the Agreement do hereby unequivocally agree that Member-1 (________________________), shall act as the Lead Member (*as defined in the guidelines*) for self and agent for and on behalf of Member-2, ___________., Member- n and submit the application on the Mukhyamantri Saur Krishi Vahini Yojna 2.0 (MoU Route) portal.

2. The Lead Member is hereby authorized by the Members to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything to the contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Members i.e. for both its own liability as well as the liability of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project SPV is/shall be in the following proportion:

Name **Name**	**Percentage** **Percentage**
Member 1 **Member 1**	**---**
Member 2	**---**
Member n	**---**
Total **Total**	100% **100%**

We acknowledge that after the execution of the PPA, the controlling shareholding (having not less than 51% (fifty one percent) of the voting rights and paid up share capital) in the Project SPV developing the Project shall be maintained for a period of 1 (one) year from the Commercial Operation Date of the Project.

6. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for liaising with lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Project SPV achieves financial closure in terms of the PPA.

7. In case of any breach of any equity investment commitment by any of the Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the laws of India and courts at Mumbai alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

11. It is hereby further agreed that in case of being selected, the applicant/ Members do hereby agree that they shall furnish the E-Performance Bank Guarantee in favour of MSEDCL as per the MOU of Mukhyamantri Saur Krishi Vahini Yojna 2.0 (MoU Route) For Power Procurement.

12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the PPA and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by MSEDCL.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the application or as per the MOU of Mukhyamantri Saur Krishi Vahini Yojna 2.0 (MoU Route) For Power Procurement.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of MSEDCL.

15. This Agreement

    (i) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

    (ii) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and

    (iii) may not be amended or modified except in writing signed by each of the Members and with prior written consent of MSEDCL.

16. Any defined terms used in this Agreement but not specifically defined herein shall have the meaning ascribed to such term in the MOU of Mukhyamantri Saur Krishi Vahini Yojna 2.0 (MoU Route) For Power Procurement and the PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the day, month and year first mentioned above.

For _____________________ [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution dated ____)

Witnesses:

Signature	:________________________	Signature	:________________________
Name	:_________________________	Name	:_________________________
Address	:________________________	Address	:________________________

For _______________________ [Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated ____)

Witnesses:

Signature	:________________________	Signature	:________________________
Name	:_________________________	Name	:_________________________
Address	:________________________	Address	:________________________

For _______________________ [Member]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated ____)

Witnesses:

Signature	:________________________	Signature	:________________________
Name	:_________________________	Name	:_________________________
Address	:________________________	Address	:________________________

Signature and stamp of a Notary of the place of execution