

MODEL / SAMPLE TRIPARTITE LEASE AGREEMENT

This **TRIPARTITE AGREEMENT OF LEASE** entered into on this _____ day of _____ at _____.

BETWEEN

_____ (hereinafter referred to as the “**LESSOR/OWNER**”, which expression shall, wherever the context so requires or admits, **SHALL** mean and include his legal heirs, executors, administrators and assignees);

AND

_____ (Name of Renewable Power Generator (RPG) / Developer) Represented by _____ (hereinafter referred to as the “**LESSEE**”, which expression shall, wherever the context so requires or admits, **SHALL** mean and include its executors, administrators and assignees successors in interest).

AND

JAIPUR VIDYUT VITARAN NIGAM LIMITED a company incorporated under the Companies Act 1956, having its registered office at Vidyut Bhawan, Jan Path, Jaipur (hereinafter referred to as '**JVVNL**' " which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees).

- I. WHEREAS** the Lessor is the owner in possession of the Barren/ Agricultural land measuring _____ hectare share out of Khasra No. _____ situated at Village/City _____ Tehsil _____ District which is morefully described in the Schedule hereunder and hereinafter referred to as the Schedule property.
- II. WHEREAS** the _____ (Name of RPG) being a _____ (Details of RPG) with an object to plan, develop and operate Renewable Energy based Power Plant (REPP) under MNRE Scheme notified on 8th March 2019.
- III. WHEREAS** pursuant to the request of the Lessee, the Lessor has agreed to grant the lease, the Lessee has agreed to take on lease from the Lessor the land which is morefully described in Schedule written hereunder and hereinafter referred to as “**THE SCHEDULE PROPERTY**” for setting up of the “ _____ Power Plant”.
- IV. WHEREAS** JVVNL to pay the applicable land lease rent (upto the level as per SKAY scheme modalities) for the Schedule Property directly to the Lessor and will recover the same from the monthly energy payables to Lessee by JVVNL after commissioning of the ___ solar power plant.

V. NOW THIS AGREEMENT OF LEASE WITNESSES THAT in consideration of the above and of the mutual covenants of the Parties hereto, the Lessor hereby grants and the Lessee hereby accepts the lease of the Schedule property on the following terms and conditions:

1. PURPOSE OF LEASE:

The grant of lease by the Lessor to the lessee in respect of the Schedule property is for the purpose of developing a _____ Power Plant under MNRE Scheme notified on 8th March 2019.

2. PERIOD OF THE LEASE

The period of this Lease shall be for Twenty-six (26) years (which includes 9 months of _____ Solar power plant installation and commissioning period AND 25 years plant operation period) from this day which may be renewed at the option of the Lessee, Lessor and JVVNL for further period, on such mutually agreeable terms as may be agreed at the time of renewal, by all three parties, by executing and registering separate Tripartite Lease Agreement.

3. RENT

- (a) The rent payable by the Lessee to the Lessor for the Schedule Property shall be Rs. _____/- (Rupees _____) only per annum per Hectare. The minimum portion of the land shall not be less than one Hectare.
- (b) The lessee shall be responsible for bearing the rent payable to the lessor in all aspects and therefore, JVVNL to only act as facilitator in payment of rent to the lessor.
- (c) **Prior to the commissioning of the _____ solar power plant by the lessee**, the rent payable as per point (a) above shall be payable by the lessee to the lessor directly.
- (d) **After commissioning of the _____ solar power plant by the lessee**, JVVNL to pay the applicable land lease rent upto the level as per SKAY scheme modalities OR, the lease rent as per Point (a) above, whichever is lower, for the Schedule Property directly to the Lessor and will recover the same from the monthly energy payables to Lessee by JVVNL in lieu of Power supplied by Lessee to JVVNL. Any balance rent out of the total rent (as per point (a) above) shall be payable by the lessee to the lessor directly.
- (e) If during any month, the monthly energy payables to Lessee by JVVNL in lieu of Power supplied by Lessee to JVVNL are insufficient for recovery of the lease rent paid by JVVNL to lessor directly, the shortfall amount shall be intimated by JVVNL to the lessee and the same shall be deposited by the lessee to JVVNL's account within 5 days of such intimation.
- (f) The annual rent shall be paid in twelve equal instalments and each instalment to be paid by 5th day of every month, by crediting the same to the Lessor's Bank Account the details of which may be furnished by the Lessor from time to time.

- (g) The rent hereby reserved shall be paid by enhancing the same at the end of every two year(s), at 5% on the previous year.
- (h) If the Lessee delays the payment of rent by due date of every month, for any reason, the same shall be paid by adding the interest at the rate ____% for the said delayed period.

4. GENERAL TERMS

- i. In consideration of the rent herein agreed as payable to the Lessor being paid by the Lessee regularly and on complying other terms and conditions and covenants by the Lessee, the Lessee shall peacefully possess and enjoy the Schedule Property during the lease period without any interruption by the Lessor.
- ii. The Lessor shall allow the Lessee or its representatives to conduct survey and other related work.
- iii. The Lessor has no objections for the Lessee to establish the _____ Power Plant in the Schedule property which is the purpose of the grant of this lease and to that effect the Lessee entering into any agreement/s, deeds with companies, individuals, developers/third party etc. in respect of the Schedule property.
- iv. The Lessor has no objections for the Lessee or its representatives for installation of machineries, equipments, etc. for generation of solar power in the Schedule property and all work relating to thereto including but not limited to laying poles, wires, etc.

5. EVENT OF SALE, ACCEPTANCE OF LEASE BY THE NEW OWNER

- (a) In the event of the owners transferring their rights/interest in any manner during the existence of the lease to any other person, the same may be allowed without affecting the rights of the Lessee under the Lease Agreement in any manner and the owners/purchasers/transferees shall inform the Lessee about the acquiring of the right/interest in respect of the leased property and on receipt of such information, the Lessee shall accept such new purchaser's/transferee's ownership of the land and obtain a written confirmation from such new owner/purchaser/transferee to the effect that he will be bound by the terms of the Lease Agreement.
- (b) In the event of the owners transferring their rights/interest to any other person, the same may be informed to the Lessee and the Lessor shall ascertain and obtain all the necessary documents from the transferee to the effect that the transferee will be bound by the terms and conditions of the Lease Agreement for the balance period of the lease or for using the said documents for renewal of the lease for the balance period.
- (c) During the subsistence of the lease, the Lessor shall not carry any activity, in the Schedule property, other than those agreed in this agreement;

- (d) The change in the legal status of the Lessee shall not affect the terms and conditions of this Agreement.
- (e) The original Lease Agreement shall be with the Lessee and the copy of the same will be with the Lessor.
- (f) In the event of any dispute in respect of the land, the Lessee shall deposit the rent in the concerned civil court. In the event of retention of the rent with the Lessee, the Lessee shall be pay the same together with interest thereon at the rate ___% for such period.
- (g) The Lessee shall not offer or create any charge or encumbrance by offering the same as by way of mortgage, security, etc. in favour of any Banks or financial institutions in respect of the loans or advances or any other financial facilities that may be availed by the Lessee.
- (h) The owners shall pay the land tax/revenue in respect of the lands.

6. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:

The stamp duty and other registration charges, as applicable for this Agreement of Lease shall be paid by the Lessee.

7. FORCE MAJEURE:

It is also agreed and understood between the parties that in case of any mishap due to fire, earthquake, strike, floods, tempest, war, riot, civil war or civil commotions, mob violence, civil disturbance, act of God or on account of terrorist attack, the Lessor shall not be liable for any loss or damage that may be occasioned to the Lessee/its merchandise.

8. ADDRESSES FOR CORRESPONDENCE, ETC

Any notice and/or communications between the Parties shall be deemed to be sufficient, if delivered by hand under acknowledgement or sent by registered post acknowledgement due to the following address or the address that may be intimated in writing to the Lessee and JVVNL by the Lessor from time to time:

LESSOR'S:

LESSEE'S:

JVVNL'S:

9. LESSOR'S DUTIES, COVENANTS AND OBLIGATIONS

- (a) The lessor to share the bank account details with Lessee and JVVNL in which the payable rent will be remitted by lessee and/or, JVVNL.

- (b) The Lessor hereby covenants with the Lessee that the Lessee paying regularly the rents hereby reserved and performing and observing all the covenants of the Lessee herein contained, shall be entitled, during the subsistence of this lease to enjoy the Schedule property without let, hindrance or interference from the Lessor or any other person/s claiming through or under him; Still, in the event of the Lessee restrained from enjoying the peaceful possession of the Schedule property or on account of any action by the Government during the period of lease and in the event of dispossession of the Lessee from the Schedule property or any portion thereof forcibly, due to any default of the Lessor, the Lessor shall make good the reasonable loss that may be suffered by the Lessee.
- (c) The Lessor shall offer necessary support and co-operation to the Lessee in its process to obtain required permission/s, approval/s, clearances, etc., from any Statutory Authority or other Local Bodies for the purpose of obtaining and licence, permissions, etc., for installation of power plant. However, obtaining such permission/s, approval/s, clearances, etc., shall be the sole responsibility of Lessee.
- (d) It shall be responsibility of the LESSOR to offer land of clear title, free from litigation and any incumbrances. For any false information or legal issues arises at any later stage, the LESSOR shall be responsible and no compensation / damages shall be paid by JVVNL / LESSEE.

10. LESSEE'S COVENANT AND OBLIGATIONS

The Lessee hereby covenants with the Lessor as under:

- (a) The Schedule property shall be utilised for the purpose referred to in Clause (1) above;
- (b) The Lessee shall pay the rents (as per Clause (3)) regularly and promptly;

11. JVVNL'S COVENANT AND OBLIGATIONS

JVVNL hereby covenants with the Lessor & Lessee as under:

- (a) JVVNL will only act as a facilitator for land lease amount payment i.e. lessee to ultimately bear the complete lease amount payable to the lessor under this lease agreement.
- (b) Under NO circumstances, JVVNL will be a party and/or, held responsible for any loss or, dispute arising between the lessor and the lessee.

12. TERMINATION AND RE-ENTRY

The Lease shall be determinable under all or any of the following circumstances, namely –

- i) by efflux of time;
- ii) in the event of breach by either party of the terms, conditions and covenants hereof;

iii) if the Scheduled Premises or any part thereof is severely damaged or destroyed due to any unforeseen circumstances or civil commotion, act of God, etc., and these damages be not restored to by the LESSOR within a reasonable time or if the demised premises is acquired compulsorily by any authority;

iv) After the expiry of lease period, the Lessee shall handover the land to the Lessor as it was existed previously at the time of this agreement (subject to normal wear and tear).

13. VARIATION:

The Lessor and the Lessee hereto acknowledge that this agreement supersedes all prior communications between them including all oral or written proposals. Any variation, addition and modifications of this agreement between the parties shall be valid only if in writing by the Lessor, Lessees authorized representative and JVVNL.

14. DISPUTE RESOLUTION:

This LEASE AGREEMENT shall be governed by the laws of India. The Courts at _____ alone shall have the jurisdiction to entertain and or try any dispute arising out of or in connection with or in relation to the terms of this LEASE AGREEMENT. However, in any such dispute, JVVNL shall not be any party.

IN WITNESS WHEREOF the parties hereto have executed these presents in the presence of the witnesses attesting hereunder on the day, month and year mentioned hereinabove.

LESSOR

LESSEE

JVVNL

WITNESSES:

1.

2.

SCHEDULE PROPERTY

All that piece and parcel of Barren/ Agricultural land measuring ____ Hectare share out of Khasra No. _____ situated at Village/City _____ Tehsil _____ District and bounded on the:

(Note: The legal revenue terms to be changes to those prevalent in the State)

East by:

West by:

North by:

South by:

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