

## **Extra Clauses – Can be included as Miscellaneous Clauses in Template of online L&L (Rent) Agreement**

### **Synopsys**

- A. Some Necessary Clauses
- B. Optional Clauses as per Necessity
- C. Less Important Clauses
- D. Clauses for shop or office renting

(List out the serial numbers given to each clause which you want to include in standard template)

### **A. Some Necessary Clauses**

**PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS –**

**POINT NO 1. Refund of deposit and Recovery of pending bills and damages** - The licensor shall refund the said amount of security deposit to the licensee after the expiry of the period of license and/or at the time of vacating the said premises peacefully by the licensee after making adjustments of dues, if any, including electricity bills, piped gas bills, internet connection bills, Cable TV connection bills, landline and other telephone bills, air conditioner maintenance cost and/or towards damages to the said premises, furniture, all types of fixtures, fittings, interiors, internal walls, colour of walls, plumbing accessories, flooring and wall tiles, sanitary wares etc. The reasonable cost of the recovery will be decided by the licensor and the licensee will not have objection for the same.

**POINT NO 2. If licensee fails to pay license fee** - If the licensee fails to pay monthly license fee for continuous period of two months in that event present agreement shall automatically get terminated and the licensor shall be able to oust the licensee along with his articles from the said premises.

**POINT NO 3. For Cancellation of agreement with due notice no reason required to be given** - Notwithstanding anything contained in clause 11 the licensor shall have right to terminate present agreement by giving a notice in advance to the licensee and the licensor shall not be bound to give any reason of such termination to the licensee. The notice of termination either given by Licensee or Licensor shall count the time period of notice from the date of first day of upcoming LICENSE MONTH, and not in between of the month.

**POINT NO 4. Valid way of communication** - All notices or intimation/communication herein shall be in writing and in English language. Any notice to the Licensors shall be deemed sufficiently given if delivered in person or sent by Registered Post A.D. OR by email to their address as mentioned hereinabove, which shall be effectual notwithstanding any change of address, not notified to the Licensors in writing. Whenever there is more than one licensee, then notice served to any one of them shall be deemed sufficiently given and it is the responsibility of that licensee, who has been given the notice, to convey the content of the notice to the other licensees of this document.

### **B. Optional Clauses as per Necessity**

**POINT NO 5. Maintenance Clause if licensee is paying the maintenance charge** - That it is agreed by and between the parties that as mentioned in clause number four the monthly society maintenance charges of about Rs ----- per month will be paid by Licensee. The same is considered for calculation of stamp duty and due stamp duty is paid for this document.

**POINT NO 6. Furniture and Appliances (In case complete list is included in miscellaneous clause, add before starting list)** - The said premises are having the Furniture and Appliances mentioned hereinafter. The licensee shall maintain the said Furniture and Appliances in the said premises in its existing condition and damage if any caused to the said Furniture and Appliances, the same shall be repaired by the Licensee/s at its own cost subject to normal wear and tear.

**POINT NO 7. Deposit amount is carried forward from previous agreement** - It is clarified that, this agreement is in continuation with previous agreement and hence the deposit amount mentioned is carried forward from previous agreement and no new or additional deposit is given by licensee to licensor.

**POINT NO 8. Piped Gas Connection Charges** - The licensee herein shall pay the piped gas consumption bills directly for energy consumed on the licensed premises and should submit original receipts to Licensor indicating that the gas bills are paid.

**POINT NO 9. Communication with one licensee only** - It is agreed by and between the parties that the licensees being many in numbers, the licensor will communicate all the communication to only one of them -----, and he is responsible to communicate it further to the remaining licensees, and it will be considered to be received to all the licensees as soon as it is delivered to the Licensee ----- for all legal purposes.

**POINT NO 10. Notice Period More Than One Month** - Whatsoever may have been agreed and mentioned in this agreement anywhere else, it is specifically agreed by and between the parties that, subject to the condition of lock in period, the Licensor shall be entitled to revoke and / or cancel the License hereby granted, by giving notice in writing of \_\_\_\_\_ months and the Licensee too will have the right to vacate the said premises by giving a notice in writing of the same period to the Licensor.

**POINT NO 11. Lock in period (Differently drafted than the clause provided in standard template by Government)** - Both the parties have agreed to set a lock-in period of ----- months from the commencement date during which neither the licensor shall ask the licensee to vacate the premises, nor the licensee shall vacate the premises on his own during the lock-in period. In spite of this mandatory clause, if the licensee vacates the premises for whatsoever reason, he shall pay to the licensor license fee for the remaining lock-in period at the rate agreed upon in the agreement. On the other hand if Licensee has been asked to vacate the premises, Licensor shall compensate the Licensee for loss and inconvenience caused to the Licensee, by paying an amount not more than one months license fee. Provided that if the licensee commits breach of any of terms and conditions of the present agreement and or if the licensor receives any complaint from the society or association or condominium in respect of behavior of the licensee, or his bona fide family members and or not adhering to society or condominiums rules and regulations, in that event the licensor shall be entitled to terminate present agreement, irrespective of lock-in- period mentioned hereinabove. On such termination, the licensor shall not be liable to pay compensation to the licensee.

**POINT NO 12. One Room Locked** - It is agreed between the parties that out of said premises mentioned in schedule one hereinafter, one room out of the said premises has been locked and kept by the licensor for storing his goods and equipments. The licensor shall always have right to access the said room by himself or through his authorised agents at all reasonable times.

**POINT NO 13. Original and duplicate keys** - The licensor shall retain the original keys in respect of the said premises and the duplicate keys shall be with the licensee and the licensee shall not change any of the lock on the main entrance door or other doors of the said premises and upon termination of this license the Licensee will hand over the set of keys to the Licensor.

### **C. Less Important Clauses**

**POINT NO 14. Not to Store Hazardous Materials** - The licensee shall not store any combustible, hazardous, inflammable or explosive goods in the said premises.

**POINT NO 15. To Follow Society Rules** - The Licensee hereby agrees to abide by and to be bound by all the rules and regulations and bylaws of the society, association, office holders in the said building or the society which are prevalent and common to all the residents of the society or licensees.

**POINT NO 16. Unwanted Incidents/accidents/natural calamities** - It is hereby agreed between the parties that if any unwanted incidents by natural calamities, theft or negligence and carelessness of Licensee or his family members, floods, leakage or bursting water lines, electrical wires, castings or tubes or by giving way of any portion or portions of the flooring, walls, roof, ceiling or any other part of the building or from any cause whatsoever happens and if any loss or injury occurs to the licensee or anybody related to him, then the licensee will be sole responsible and licensee will not have any right to claim against licensor.

**POINT NO 17. Penalty if becomes late for payment of rent** - The Licensee should pay License fee in advance on or before 05 th day of every month else it will amount to default and would attract an interest at the rate of ----- percent pa on the outstanding due.

#### **D. Clauses for shop or office renting**

**POINT NO 18. Indemnity to owner** - The Licensee will be solely responsible for all his activities and operations from the said premises and that in case any responsibility or liability will be saddled on the Licensor because of any act of commission or omission by the Licensee then the Licensee will be bound to reimburse the Licensor from all losses and damages which the Licensor may suffer and that the Licensee hereby keeps the Licensor fully indemnified in that behalf.

**POINT NO 19. Clearing the premises while vacating** - On expiry of the period of License hereby granted or earlier termination, the Licensee shall remove his all materials, equipments, and fittings which may have been brought in, fixed or erected by the Licensee in the licensed premises, without causing any damage to the licensed premises. Licensee shall quit the said premises keeping licensors previous fittings and fixtures etc. therein in the same condition as it was when licensee took over the said premises.

**POINT NO 20. Good and Service Tax** - GST as applicable as per prevailing laws on the license fee shall be paid additionally by the Licensee, as per the prevailing rate, if the same has been provided for in the invoice by the Licensor as per prevailing tax laws and shall provide with appropriate certificates in respect of the same at the appropriate time after close of a financial year.

**POINT NO 21. Storage of hazardous goods** - It is agreed that the Licensee shall not store or keep objectionable items or articles in or upon the said premises or any other goods of combustible, hazardous or explosive nature which may cause danger to the premises or to the human beings, except goods of such nature as are required for household use and are permitted by the Law. The licensee shall not violate any conditions mentioned in the insurance policy of the said premises, which may become a cause to increase the premium payable on the policy or policies of insurance for the time being in force in respect of the building in which the said premises are situated.

**POINT NO 22. Liability of loans** - If Licensee creates any loans, dues, borrowings etc, then in all such cases, Licensee will be completely responsible for paying such dues directly to those parties / firms / institutions / peoples / group of people / Staff member etc. during and after the Leave and License agreement or as and when the cases may arise.

**POINT NO 23. Insurance** - It is hereby agreed that, Licensee shall cover the insurance of all the major items provided as per schedule two and also Licensees belonging.

**POINT NO 24. Police Cases etc.** - It is agreed by and between the parties hereto that during the Leave and License agreement or upon termination of said License, if any violence, police case, robbery, mishaps etc. happens with licensee or his customers, visitors, employees during or after the office hours, in all such cases it will be entire responsibility of Licensee to settle these cases outside of the licensed premises at their own risk, time and money without disturbing office atmosphere. It is clearly

informed that, Licensor will not entertain anybody, any firm, organization, group of people and Licensor will not be responsible for any such cases. In all such cases, Licensor will take immediate charge of the said premises along with all the belongings left behind by the Licensee. Under all such circumstances, Licensor will sell out the unwanted material / belongings without giving any notice and shall be free to make a new Leave and License agreement with any other party in view of paying the Loan / Installments which is incurred during the purchase of said premises.

**POINT NO 25.** It is the express intention of the parties hereto that this agreement shall be a mere license and shall be governed by section 52 of the Indian easement act and by the provisions of section 24 and other applicable provisions of the Maharashtra Rent Control Act 1999. Nothing herein contained shall be construed as creating any right, interest, tenancy, or sub tenancy statutory or otherwise whatsoever in favor of the licensees in or over or upon the said premises or any part thereof, the licensor is and shall be in exclusive possession and in full charge and control of the said premises at all times and the licensees are merely given a license to use the said premises.

**POINT NO 26.** The licensee agrees that the licensor during the subsistence of this agreement may transfer or otherwise dispose of its rights title or interest in the said premises to any third party. The prospective owner for the remaining period of the term under this license may enter into a leave and license agreement with the licensees on the same terms and conditions as contained herein.