



**LICENSE AGREEMENT FOR
ALLOTMENT OF LIG DWELING UNIT UNDER AFFORDABLE HOUSING PROJECT
AT NARANPUR, CUTTACK**

This **AGREEMENT** Made on this _____ day of _____, 2022 BETWEEN the Cuttack Development Authority having, a body corporate constituted under Section-3 of the Orissa Development Authorities Act, 1982 its office at Arunodaya Bhawan, Link Road, Cuttack - 12, Odisha, Phone: 0671-2312299 represented by its Secretary (herein called “**the licensor**”) of the first part;

AND

Smt. [Name of the Household] aged about [age] years wife/daughter of Smt./ Sri [Name of husband/ father] and Sri [name of her husband/ male HH] aged about [age] years, son of Sri. _____ permanent resident of [permanent address] now residing at [present address] (herein called “the licensee” of the second part.)

AND WHEREAS,

1. The licensor (Party of the First Part) has taken up affordable housing project at Naranpur Cuttack over 7.84 Ac. of land through PPP model under PMAY Central Government Scheme for Slum Dwellers/ Economic Weaker Section (EWS)/Lower Income Group (LIG) households residing in the jurisdiction of Cuttack Development Planned Area (CDPA), having no pucca houses (all weather dwelling units) in the name of any member of their family in any part of India.
2. All these housing projects are highly subsidized with and INR _____ (Rupees _____) only is to be paid by the licensee to the licensor, as the beneficiary contribution for allotment of a LIG dwelling unit.
3. The Licensor, party of First vide its letter of [*Provisional Allotment Letter*] dated [*Date of issuance letter*] has provisionally allotted a LIG Dwelling Unit in [Name of the scheme] bearing unit no.....of Project at [Location of the Project] under [Name of the Scheme] Scheme, Cuttack measuring Carpet Area [Area in sq.mt.] and Super

Built-up Area [Area in sq.mt.] (Herein after referred to as the scheme property) for a total consideration of INR (Beneficiary Contribution Rupees _____) only in favour of the Licensee (Party of Second Part) on the terms and conditions stipulated therein.

4. Under and in consideration of the provisional allotment letter, the licensee has made over payment of INR _____ (Rupees _____) only to the licensor (the First Part), after availing a loan from _____ (the Financier), for which a tripartite agreement has already been executed on _____ between the Licensee, the Financier and the Licensor.
5. After receipt of full beneficiary contribution of INR _____ /- the licensor (First Part) agrees to grant license to the licensee (Second Part) to take possession of the premises described in the Schedule of Property below for a period of _____ years w.e.f _____, on the following terms and conditions agreed between the parties hereto.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The LIG dwelling unit (FLAT) allotted in favour of licensee by the licensor shall be used by the licensee and his / her family member(s) for the residential purpose only and not for any other purpose and/or for any purpose which is illegal and/or immoral aim the eye of law.
2. **OWNERSHIP AND TRANSFER**
 - 2.1 The ownership of the licensed premises lies with the licensor.
 - 2.2 The licensee shall not be entitled to any kind of transfer of the said property by way of sublease, sale, gift, mortgage or any other manner whatsoever except by inheritance with prior approval of the Authority and in case of such the transfer shall be held void/illegal and the licensor reserves its right to resume the allotment at the cost and risk of licensee.
 - 2.3 The allotted LIG dwelling unit (FLAT) shall not be put on rent by the licensee and shall be exclusively used for his/her family use only.
3. **UTILITY SERVICES:** The licensee shall obtain the utility certificate, electricity, water supply, gas and any other services from to the concerned authority / agency / department directly at his own cost and pay the fees/bills or any other expense like security deposit, service connection charges etc. to the concerned

authority/agency/department directly following due procedure and the licensor shall not responsible for the same in any manner.

4. TAXES AND FEES: The licensee shall pay all ground rent to CDA, taxes/fees/charges leviable from time to time by government state and central/local authority/ any other authority under any laws and rules in force and /or to be brought into force in future.

5. MAINTENANCE, REPAIRS AND ALTERATION OF THE LIG DWELLING UNIT:

5.1 The licensee shall always maintain the premises in good condition and shall cause all minor repairs, replacement of minor fittings and maintain the premises and its surroundings in perfect condition at his cost or else shall be liable for damage due to lack of proper maintenance. The decision of the licensor in interpretation of the term “minor repairs” and “replacement of minor fittings” shall be final and binding on the licensee.

5.2 The licensee shall not use any part of the premises for the purpose other than those specified in the license.

5.3 The licensee shall not carry on or permit to be carried on any offensive or objectionable activity, trade or business in and around the premises, which is likely to affect public health, public moral and spoil environment or becomes nuisance, disparagement, annoyance or inconvenience to the licensor or to other licensee and/or public and for the purpose storing of any combustible, inflammatory, explosive perishable and semi perishable goods are treated as carrying away illegal and prohibited and objectionable activity.

5.4 Licensee shall not make any alternation or addition to the premises or fitting(s) or make any opening(s) without the written permission of the licensor.

5.5 Any such alteration and addition shall be strictly in accordance with the permission granted.

5.6 In the event of any deviation/violation of any such condition referred in clause of other condition shall entitle the licensor to cancel the license and to resume the premises in the mode prescribed under law.

6. OPERATION & MAINTENANCE OF THE PROJECT ASSETS:

6.1 The licensee shall be a member of Association/ agency/ Society, constituted/ to be constituted as per the approved bye-laws and guidelines of the licensor for governing and its functioning which will be registered with the licensor and under Societies

Registration Act, 1860 (To be decided by the licensor), for operation & maintenance of the assets of the _____ Project.

6.2 The licensee shall abide by the rules and regulations of said Association/ Agency/ Society and will deposit the maintenance charges/ any other charges/ taxes/ with the Association/ Agency/ Society as would be decided by the said Association/ Agency/ Society from time to time.

7. OTHER TERMS & CONDITIONS:

7.1 The licensee shall occupy the allotted LIG dwelling unit (FLAT) within one (01) month of taking over the possession, failing which the allotment/ license will be liable for cancellation by the Licensor.

7.2 The licensor or its authorized representative(s) shall have the right to have access to the premises for inspection or for any other lawful purpose.

7.3 The licensor shall not be responsible for any loss(s) or damage(s) to licensee whatsoever on account of any accident, theft, robbery, fire, natural calamities etc.

7.4 If the licensee commits any act or omission on the premises resulting in nuisance, it shall be lawful for the licensor to ask the licensee to remove the same within a reasonable period failing which the licensor shall itself get the nuisance removed at the licensee's cost in addition to right of licensor to cancel the license.

7.5 The licensee shall stand automatically terminated if the offensive objectionable activity, trade or business practice is noticed to be carried out by licensee and this shall not be questioned in any court of law.

7.6 The licensor reserves the right to make such alterations, additions or modifications in the terms and conditions as may be considered just and expedient.

7.7 The brochure and allotment letter shall form an integral part of the License Agreement and shall always be read together.

8. TERMINATION OF THE LICENSE: It shall be lawful for the licensor to terminate the license in any of the following eventualities.

8.1 For breach of any terms & condition as mentioned in this agreement and as per the policies and guidelines of Government / Authority.

8.2 If at any point of time, it is found that any of the information submitted by the licensee in the form of documents, certificates, affidavits etc. are false, untrue or misleading or

suppressing materials of facts, the licensor / authority shall take steps for cancellation of allotment, besides prosecution under the provisions of the law.

8.3 And/ or for any reason specifically stipulated in different clauses of this agreement.

9. RESUMPTION OF THE PREMISES:

9.1 In case of cancellation of allotment / license the licensee shall hand over possession of the dwelling flat to the licensor within the time period mentioned in the cancellation letter.

9.2 The licensee shall be bound to deliver vacant possession of the entitled to any compensation, whatsoever.

9.3 The licensee on failure to handover possession of the premises voluntarily shall be evicted from premises by initiating proceedings under the provisions of the OPP (Eviction of unauthorized occupant Act 1972).

9.4 It shall be lawful for the licensor or its authorized officer(s) to open and enter into the premises and put out the goods and belongings of the licensee without making the licensor or its agent(s) liable for any loss or damages whatsoever.

10. DISPUTE RESOLUTIONS:

10.1 In case of any dispute in connection with and / or arising out of the agreement shall be resolved mutually. In the event of any dispute remain unsettled shall be referred to the Vice-Chairman, CDA as arbitrator whose decision shall be final and binding to the parties.

10.2 Any dispute between the licensor and licensee not covered under clause 10.1 shall be subject to the territorial jurisdiction of the CIVIL Courts at Cuttack only.

11. LEASE-DEED: After the lock-in period of ten (10) years, as per the policy for Housing for All in Urban Areas, Odisha, 2015 (on expiry of the license period), a Lease-Deed is to be signed;

11.1 In case of loan availed by the licensee from any bank/ finance to pay the beneficiary contribution, clearance regarding regular payment of loan by the licensee is to be obtained.

11.2 After registration, the licensor shall surrender both original and duplicate lease deed which will be handed over to the Financer/ Bank by the licensee.

SCHEDULE OF PROPERTY

The LIG dwelling unit (FLAT) No. _____ of _____ Sq.m of Carpet Area _____ Project, _____ at _____, Cuttack.

IN WITNESS WHEREOF the said licensor _____ and the licensee _____ have hereto respectively signed at Cuttack on the dates appearing below their signatures.

Licensee

Licensor

Witness

Witness

1.

1.

2.

2.