



**THE ADMINISTRATION OF UNION TERRITORY OF  
LADAKH**

**LADAKH  
INDUSTRIAL LAND ALLOTMENT  
POLICY  
2023**

**DEPARTMENT OF INDUSTRIES AND COMMERCE  
UT LADAKH**

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## 1. Introduction

UT Ladakh aims at creating a strong Industrial base in the region and a structured industrial land bank is seen as central and pivotal support in attainment of the mission of moving the region to higher levels of industrial proficiency, productivity, and competitiveness.

The industrial land allotment policy is an important initiative aimed at promoting economic growth and development in Ladakh. The policy focuses on providing opportunities of economic growth, entrepreneurship, employment generation for the local youth to participate in the industrial sector by allocating land for the establishment of industries and other related activities. The main objective of the policy is to create employment opportunities, improve the living standards of the local population, and promote overall economic development of the region.

The policy will have an enabling mechanism to ensure that the land is allocated in a fair and transparent manner with due consideration to industrial growth of the region.

Overall, the industrial land allotment policy is a step towards promoting inclusive and sustainable development in the region. It provides an opportunity for the local populace to benefit from the industrial sector and contribute to growth of the region and its community.

Earlier, before formation of the Union Territory, the region was following Jammu and Kashmir's Industrial Policy 2016. These policies provided the basic mechanism of Industrial Land Allotment. However, Land remained a limiting factor for the industrial growth in the region.

After bifurcation of erstwhile Jammu and Kashmir State into two Union Territories; UT Ladakh requires an elaborated Industrial Land Allotment Policy that will provide an effective framework in Industrial land allotment system backed by a comprehensive industrial land bank, for attracting industrial investments in the region.

This Policy document has therefore been formulated with the belief that it will assist the UT Administration in carving a place for Ladakh in the national economy and a niche for its products in the national and international markets.

## 2. Policy Vision

The policy is aimed at following a fair and transparent mechanism for land allotment for industrial use and ensure judicious land allotment to the users and agencies based on a well-reasoned consideration on the wholesome future development prospects of UT Ladakh. The policy also envisions to achieve inclusive growth and bring economic prosperity through sustainable industrialization & employment generation.

## 3. Mission

The UT Ladakh Industrial Land Allotment Policy 2023 provides a framework, which will attract and realize National and International investments from various investors. The mission therefore is: *“Industrial growth through enhancing competitiveness by focusing on rapid industrialization besides creating an enabling economic development and create employment opportunities; ensure sustainable development and balanced growth of industry to make UT Ladakh one of the preferred destinations for investment”.*

## 4. Objectives

Ladakh by adopting this policy aims to achieve the following objectives:

- a. To ensure optimal and judicious utilization of the land resource in UT Ladakh by satisfying the developmental needs of various sectors in the region.
- b. To create employment opportunities for the unemployed youth and to create new opportunities for sector specific industries.
- c. To encourage, promote and facilitate more investment in enterprises and build a strong, responsive and vibrant business environment in the region.
- d. To provide facilities to the establish Industrial Estates in Ladakh like uninterrupted electricity, water facilities, maintenance of parks/gardens and roads, streetlights etc.
- e. To reserve land in the industrial area for priority sectors as given in Annexure "A"

## 5. Definitions under the Policy

Unless otherwise provided under various schemes of DPIIT, Ministry of Commerce and Industries, Government of India and Ladakh Sustainable Industrial Policy:

- 5.1 "**Allotment**" means allotment of Industrial land/ premises on lease for establishment of Industrial/Service Enterprise/ unit as prescribed in this policy
- 5.2 "**Allottee**" means an Industrial Enterprise in whose favour an allotment of a land/plot/premises has been made under this policy
- 5.3 "**Applicant**" means an individual or person including a group of individuals under Indian Partnership Act 1932, or a company registered under the Companies Act, 2013 or Limited Liability Partnership Act 2008, or Cooperative Institution, or a body incorporated under any Act, who has made an application following the prescribed procedure of Ladakh Administration for establishing an Industrial Enterprises/Unit
- 5.4 "**Date of Commencement of Commercial Production**" means the date on which the industrial undertaking starts commercial production, as certified by the Department of Industries and Commerce Ladakh
- 5.5 "**Premises**" means and includes any plot, land, shop, Godown, shed, any structure, which is meant for lease
- 5.6 "**Land /Site**" means a plot of land which is under consideration for allotment
- 5.7 "**Agency**" means the Corporation or Department made responsible for the development, maintenance, allotment, and management of government industrial land.
- 5.8 "**Processing Fee**" means a non-refundable fee, which shall be payable by applicants to Agency at the time of filling application or obtaining any approvals under the provisions of this policy
- 5.9 "**Lessee**" means the transferee to whom the land is allotted
- 5.10 "**Lessor**" means the Agency which will allot land to the Lessee
- 5.11 "**Lease**" of immovable property is a contractual agreement for transfer of a right to enjoy such property, made for a certain time, express or implied, in consideration a price paid or promised of money, service or any other thing of value to be rendered periodically or on specified occasions to the transferor by the transferee
- 5.12 "**Lease Rent**" means the annual rent charged to Lessee during lease term as fixed by the Board of Directors of the Agency
- 5.13 "**Premium**" means Land premium fixed by the government from time to time
- 5.14 "**Plant and Machinery**" means newly purchased industrial Plant and Machinery as erected at site. Plant and Machinery for the service sector industrial unit shall include

cost of construction of building and all other durable physical assets basic to the running of that particular service industry but exclude cost of land and consumables, disposables or any other item charged to revenue

- 5.15 **“Substantial Expansion”** means increase by not less than 25% in the value of fixed capital investment in Plant & Machinery of an industrial unit for the purpose of expansion of capacity/ modernization and diversification.

## 6. Duration

The policy shall remain in operation for **Ten Years** from the date of its adoption. However, the Policy shall be reviewed from time to time based on a critical assessment of feedback from stakeholders and change in scope that is regarded necessary.

## 7. Premium Rate of Industrial Land

S.No.	Plot Size	Per Kanal Rate	
		IEs in Urban Areas	IEs in Rural Areas
1.	For land not exceeding 5 Kanals	Rs. 2.5 Lakhs	Rs. 2.0 Lakhs
2.	For land not exceeding 8 Kanals	Rs. 3.5 Lakhs	Rs. 3.0 Lakhs
3.	For land exceeding 8 Kanals	Rs. 4.5 Lakhs	Rs. 4.0 Lakhs
4.	For land exceeding 20 Kanals	Rs. 6.0 Lakhs	Rs. 5.5 Lakhs

## 8. Application for Land Allotment

- 8.1 Land availability advertisements, both in print and online, shall be issued by Department of Industries and Commerce/ Agency, inviting prospective entrepreneurs to apply online on the portal.
- 8.2 Industrial unit seeking investment in the Service sector as mentioned in the Positive list annexed at Annexure-II of The Ladakh Sustainable Industrial Policy 2022-27 shall be permitted only for local entrepreneurs of Ladakh.
- 8.3 For Industrial units seeking investment in the Manufacturing sector, outside entrepreneurs may be permitted. However, preference may be given to the local entrepreneurs”.
- 8.4 For saving the interest of Micro and Small enterprises as per MSME's definition, 70% of the Land in the Industrial Estate shall be reserved for Micro and Small enterprises and 30% of the Land shall be open for Medium and Large investors.
- 8.5 40%,10% and 10% of the total land in the Industrial Estates shall be kept reserved for Priority Sector Industries, Start-ups and Underprivileged Sections of the Society respectively.
- 8.6 The reservation shall be implemented in the following order:
- i. Underprivileged Sections: Including Women (*Single Mother, Widows*); Specially Abled (*40% physical disability of vision, hearing or locomotive skills*); All Third Gender persons
  - ii. Priority Sector Industries(*Annexure A*)

iii. Start-ups

8.7 A Processing fee at the time of application shall be charged as follows:

- i. Up to 5 Kanal – Rs.1,000
- ii. Above 5 Kanal and up to 8 Kanal- Rs.2,000
- iii. Above 8 Kanal- Rs.5,000

8.8 The land shall be allotted on the basis of drawing of lots through a computerised mechanism against the number of plots available, keeping reservation as per priorities in order into consideration. Only applications cleared by the Single Window Clearance Committee will be considered for the drawing of lots.

8.9 Project report:

The Applicant must submit a **Detailed Project Report (DPR)** online along with the application. The Detailed Project Report shall comprise of:

- Promoter's background including qualification and experience
- Details of items to be manufactured/services rendered and its marketing potential
- Land area applied for and tentative break-up of possible areas
- Plan Layout
- Implementation Schedule
- Product process flowchart
- Projected cash flow statements
- Total investment detail including investment in Technical and Non-Technical Civil work, Plant & Machinery, Requirement of Working Capital
- Sources of Finance for the Project
- Projected Employment details
- Power requirement
- Water requirement
- Balance Sheets for the last three years of the Applicant Company/Promoters with necessary Resolutions, documents concerning financial /technical support as certified by Charter Accountant, if applicable.
- The Registration documents depending on types of organization viz. Proprietorship, Partnership, Trust, Private/ Public Limited Company, etc. along with certified copy of the Partnership Deed, Memorandum and Article of Association and relevant documents, as applicable.

The Detailed Project Report(DPR) shall be prepared from any "approved consultant/agency", Specialist Agencies, Central Agencies/Institutions of repute and having expertise in relevant field or Research and Development Centre's and reputed consultant(s) in the relevant field".

## 9. Project Appraisal

9.1 All the applications received for allocation of Industrial land will be appraised as follows:

- a. The project availing a loan from the bank shall be appraised by the Concerned Bank.
- b. Self-Financed project shall be appraised by Jammu and Kashmir Development Financed Corporation Ltd., or any other Agency to be nominated by the Industries and Commerce, Department, Ladakh.

## 10. Single Window Clearance Committee

10.1 There shall be **Three Committees** for the allotment of land on the basis of Investment in Plant and Machinery viz District Level Single Window Clearance Committee, Department Level Single Window Clearance Committee and State Level Single Window Clearance Committee.

10.2 The General Manager, District Industries Centre (Concerned) shall obtain required NOC from departments such as PDD, PHE, MC and Ladakh Pollution Control Committee. A comparative list of applicants with recommendations for the consideration of the Single Window Clearance Committee shall be submitted to the concerned Committee for its consideration.

### 10.3 District Level Single Window Clearance Committee:

S.No.	Officer to be part of the Committee	Designation
1.	Deputy Commissioner/CEO,LAHDC(concerned)	Chairman
2.	Director, Industries and Commerce, Ladakh	Member
3.	Superintending Engineer, PWD, Ladakh	Member
4.	Superintending Engineer, PHE, Ladakh	Member
5.	Superintending Engineer, PDD, Ladakh	Member
6.	General Manager, District Industries Centre(Concerned)	Convenor
7.	Representative of Ladakh Pollution Control Committee	Member
8.	General Manager, Agency	Member
9.	Lead District Manager(concerned)	Member
10.	Representative of JKDFC	Member
11.	Representative of the Industrial Association Concerned	Member

### 10.4 Department Level Single Window Clearance Committee:

S.No.	Officer to be part of the Committee	Designation
1.	Secretary, Industries and Commerce, Ladakh	Chairman
2.	Member Secretary, Ladakh Pollution Control Committee	Member
3.	Deputy Commissioner/ CEO, LAHDC (concerned)	Member
4.	Director, Industries and Commerce, Ladakh	Convenor
5.	Managing Director, Agency	Member
6.	Chief Superintending Engineer, PWD, Ladakh	Member
7.	Chief Superintending Engineer, PDD, Ladakh	Member
8.	Chief Superintending Engineer, PHE, Ladakh	Member
9.	Representative of the Industrial Association Concerned	Member

### 10.5 State Level Single Window Clearance Committee:

S.No.	Officer to be part of the Committee	Designation
1.	Advisor, UT Ladakh	Chairman
2.	Secretary, Industries and Commerce, Ladakh	Member
3.	Secretary, PWD,Ladakh	Member
4.	Secretary, PDD,Ladakh	Member
5.	Member Secretary, Ladakh Pollution Control	Member

	Committee	
6.	Deputy Commissioner/ CEO, LAHDC (concerned)	Member
7.	Director, Industries and Commerce, Ladakh	Convenor
8.	Managing Director, Agency	Member
9.	Representative of the Industrial Association Concerned	Member

## 11. Land Allotment Process

- 11.1 Land allotment will be made after the Detailed Project Report submitted by the applicant duly prepared by approved consultant subsequently be appraised by JKDFC or any other Agency nominated by the Industries and Commerce, Department in case of self-financed and in case of bank loan availed beneficiaries this should be appraised by the Concerned bank and only then the concerned single window committee shall allot the land on the basis of drawing of lots through a computerised mechanism and taking into consideration the viability criteria also.
- 11.2 The land shall be allotted on lease to the investors initially for a period of 40 years which may be extendable to 99 years. The Land Allotment Letter shall define all the terms and conditions of the lease including compliance of the timelines for coming into production.
- 11.3 Projects with Investment in Plant and Machinery up to Rs. 5 Crore shall be decided by District Level Single Window Clearance Committee.
- 11.4 Projects with investment of more than Rs. 5 Crore and up to Rs. 20 Crore in Plant & Machinery shall be decided by Department Level Single Window Clearance Committee.
- 11.5 Projects with investment of more than Rs. 20 Crore in Plant and Machinery shall be decided by State Level Single Window Clearance Committee.
- 11.6 District Level Single Window Clearance Committee, Department Level Single Window Clearance Committee and State Level Single Window Clearance Committee shall decide land allotment application within 45 days from the day of receiving the application.
- 11.7 Once approved, the Agency shall immediately issue a land allotment certificate to the applicant.
- 11.8 "Agency" will be authorised to evict any defaulter for non-compliance of mandatory norms.
- 11.9 Payment of Premium
- An allottee must pay 100% land premium within 60 days from the date of issuance of allotment letter and before the execution of lease deed to Agency.
  - All payments shall be made in online mode through the Portal.
- 11.10 Execution of Lease Deed and Physical Possession
- A lease deed in the prescribed format will be executed between the allottee and "Agency", within 60 days from the date of issuance of allotment letter. In case of failure to execute the lease deed, a final notice of 30 days shall be given to the allottee immediately on expiry of the 60 days' time period.
  - Once the execution of lease deed is completed the concerned Estate Manager will cause actual plot to be measured immediately as per the area approved by the concerned Single Window Clearance Committee and mark the boundary of the plot as per the site plan. The possession certificate in the prescribed format duly mentioning the plot number, exact area/khasra number(s)/coordinates etc. shall be signed by the allottee and the concerned Estate Manager within 15 days.



- c. In case of non-execution of lease deed, including non-payment of payable premium, even after the expiry of notice period, the land allotment shall be cancelled by the Agency immediately.
- d. The refund application, if any filed by the allottee, will be disposed by the concerned Single Window Clearance Committee.

## **12. Provisional Allotment**

- 12.1 The enterprises shall initially be given Provisional Allotment for 2 years, within which they shall commence production/ render service. The 2 years shall be counted from the date of acquiring possession of land.
- 12.2 The Director Industries may, however, extend the two years period, on the recommendations/decision of the concerned Single Window Clearance Committee by one year at a time if 50% of the work is completed which includes construction of shed, installation of plant & machinery subject to the maximum of 3 years in totality.
- 12.3 Grant of extension of Provisional Allotment shall be considered for only such cases where premium due to the Agency has been paid in full

## **13. Change of Location of Allotted Land**

- 13.1 Land once allotted cannot be changed. However, the concerned Single Window Clearance Committee shall be empowered to review the allotment subject to availability of land, in case where genuine reasons exist.
- 13.2 If an applicant surrenders allotted land after execution of lease deed within a period of 1 year, the allotment shall be cancelled, and the "Agency" shall forfeit 20% of the premium of land paid and the balance 80% shall be refunded to the allottee.
- 13.3 If an applicant surrenders allotted land after 1 year and before the lapse of 2 years from the date of execution of the lease deed, the allotment shall be cancelled, and the "Agency" shall forfeit 40% of the premium of land paid and the balance 60% shall be refunded to the allottee.
- 13.4 If an applicant surrenders allotted land after 2 years and before the lapse of 3 years from the date of execution of the lease deed, the allotment shall be cancelled, and the "Agency" shall forfeit 60% of the premium of land paid and the balance 40% shall be refunded to the allottee.
- 13.5 If an applicant surrenders allotted land after a lapse of 3 years from the date of execution of the lease deed, the allotment shall be cancelled, and the "Agency" shall forfeit 100% of the premium of land.
- 13.6 In all cases the land shall revert to the land bank of the "Agency" and the land shall thereafter be put up for fresh allotment.

## **14. Allotment of Land to Public Utilities**

- 14.1 Agency shall, as per Industrial Estate Development plan, allot land for public/utility such as Fire & Emergency Services, Police Station, Government/ESI Dispensaries, Power Development Department, Public Health Engineering Department, Scheduled Banks etc. at the premium and rent rates fixed by the Agency. Land may also be allotted for public utility services which are compatible with industrial usage of a given Industrial Estate. Agency may waive off/ reduce the premium or rent rates for such public utility agencies, if needed.

14.2 The land identified in an Industrial Estate for other commercial utilities such as petrol pumps, restaurants, warehouses etc. required in the Industrial Estates shall be allotted through competitive bidding by the Agency.

## **15. Cancellation of Lease Deed and Retrieval**

The land allotted under the policy shall be cancelled under following conditions:

- 15.1 In case of failure on the part of allottee to make total payment towards premium within stipulated time from the date of issuance of the allotment letter
- 15.2 Violation of any condition in the lease deed
- 15.3 Failure to come into production within stipulated time
- 15.4 Failure to adhere to any other condition(s) stipulated in the Sustainable Industrial Policy, Ladakh and/or guidelines
- 15.5 Non-operation of an enterprises for a continuous period of 3 years.
- 15.6 The Agency shall immediately take necessary action for cancellation of the lease deed and eviction of the allottee
- 15.7 The cancelled allotment, however, can be restored on application by the allottee within 30 days of the cancellation on payment of restoration charges @10% of the original premium subject to the condition that the unit has deposited 50% of the premium and all other dues

## **16. Transfer of Lease Hold Rights**

16.1 Transfer of leasehold rights in an Industrial Estate managed by the "Agency" shall be permitted by the Director Industries & Commerce, only after the unit comes into production and subject to fulfilment of following conditions:

- a. Furnishing of documents viz. Copy of Memorandum of Understanding/Incorporation Certificate by the Registrar of Companies/Articles of Association/ Memorandum of Association and Udyam Registration of Existing unit to be de-registered/Public Notices in minimum two leading dailies inviting objections
- b. NOC/NDC from the concerned Bank/Financial Institution/Sales Tax/PDD/wherever required
- c. An undertaking by the incoming Promoter (attested by a Judicial/ Executive Magistrate) stating therein that liability, if any, arising due to transfer of leasehold rights shall be borne by the Proprietor/Partners/Company along with declaration that land is free from all encumbrances
- d. Clearances of all Estate's dues, if any
- e. Execution of surrender deed before execution of fresh lease deed
- f. Furnishing of transfer/ release/ relinquishment deed
- g. De-registration of the outgoing unit by the Director, Industries & Commerce in case the incoming promoter desires to establish an Enterprise with different Line of Activity/Name and Style
- h. Execution of fresh lease deed
- i. Any other formality as may be deemed appropriate by the Managing Director, Agency

16.2 Payment of transfer fees @20% of the prevalent land premium. In case of transfer of lease hold rights even by way of public auction, transfer fee @20% of the prevalent land

premium applicable on the date of issuance of transfer order/ permission by the Agency shall be payable.

## **17. Ancillarization of Premises**

Functional Industrial Enterprise may rent not exceeding 60% of built-up area for setting up of Industrial Enterprise(s) ancillary to such Industrial Enterprise(s) by charging nominal processing fee and only after executing the tripartite agreement involving the Agency.

## **18. De-registration of Units**

De-registration of an Industrial Units shall be permitted by the Director Industries and Commerce, upon recommendation of concerned General Manager of the District Industries Centre subject to fulfilment of following conditions:

- 18.1 Furnishing of documents viz. Resolution of Board of Directors for de-registration of unit/ / Incorporation Certificate by the Registrar of Companies/Articles of Association/ Memorandum of Association and Udyam Registration of Existing unit to be de-registered.
- 18.2 Public Notices in minimum two leading dailies inviting objections.
- 18.3 NOC/NDC from the concerned Bank/Financial Institution/Sales Tax/PDD/DIC wherever required.
- 18.4 An undertaking by the incoming Promoter (attested by a Magistrate) stating there in that liability if any arising due to transfer of lease hold rights shall be borne by the Proprietor/Partners/Company along with declaration that land is free from all encumbrances.
- 18.5 Clearances of all Estates dues supported by NDC in this regard, if any
- 18.6 Prior permission for transfer of Lease hold rights from Agency in favour of New unit.
- 18.7 Any other formality as may be deemed appropriate by the GM concerned/ Director Industries and Commerce.

## **19. Monitoring of Project Implementation**

- 19.1 The Director, Industries and Commerce, Ladakh shall constitute a Monitoring Cell, which will include suitable officer(s) from the concerned DIC and Agency as its member, to regularly monitor and update the status of implementation of the project(s).
- 19.2 The entrepreneur shall take necessary steps for implementation of project and file documents in evidence of such implementation like approval of building plan, power connection, consent to establish from the Ladakh Pollution Control Committee, sanction of term loan etc. to the said Monitoring cell on regular basis.
- 19.3 The Monitoring Cell shall visit the premises at least once in a month to physically verify the progress of implementation of each project and in case the entrepreneur doesn't seem to take necessary steps for implementation of the project, the Monitoring Cell shall be responsible for immediate reporting the matter to the Director, Industries and Commerce, Ladakh.
- 19.4 The Director, Industries and Commerce, Ladakh, shall quarterly review the progress of the project implementation in each case and if required facilitate the entrepreneurs in obtaining necessary sanctions/approvals from different government agencies. The Managing Director, Agency shall also review the implementation of projects from time to time and ensure that all the entrepreneurs are given requisite help for obtaining

necessary sanctions/approval. In case of some major impediments, the matter should be brought to the notice of Secretary, Industries and Commerce, Department.

19.5 The allottee will be under obligation to submit quarterly reports to the Monitoring cell about the progress of implementation.

## **20. Change of Constitution**

20.1 Proposals for Change in Constitution before/during project implementation shall be as under:

- 20.1.1. Change in Constitution among the family members or in favour of the legal heirs due to death of allottee(s)/partner(s)/ shareholders and without addition of any outside member as partner/ shareholder.
- 20.1.2. Proprietary firm becoming partnership firm where the proprietor of the original firm holds not less than 51% or more shares in profit and loss and capital investment within the same legal entity.
- 20.1.3. Partnership firm becoming proprietary firm with exit of all but one partner within the same legal entity.
- 20.1.4. Where Proprietary concern or partnership concern converts into a private limited company or public limited company and the original proprietor/partners together hold not less than 51% of the authorized share capital of the same legal entity.
- 20.1.5. Changes within the partnership firm where the original partners together hold not less than 51% in the share of profit and loss and the capital investment in the original partnership firm and the reconstituted partnership firm without change of name of the firm.
- 20.1.6. In respect of Private Limited/ Public Limited firm, where there are changes in shareholding and the original shareholders continue to maintain their holding of 51% or more in the same legal entity.
- 20.1.7. In cases, where NOC was given by Agency/DIC to the SFC/Scheduled Banks/ Public Financial Institutions for creating equitable mortgage on the allotted premises, and the terms of NOC were complied with and the unit is transferred by these institutions for recover of the loan or otherwise.

20.2 Change in constitution however shall be subject to completion of following formalities and processes:

- 20.2.1. Furnishing of documents viz Partnership Deed/ Dissolution Deed/ Retirement Deed duly registered in the court of law/ form-14 in case of companies/ resolution by board of Directors/ firm registration certificate/ incorporation of the company from registrar of companies/ articles of association/ memorandum of association/ Udyam registration / profit & loss account statements/ Balance sheet/ share capital structure duly certified by practicing Chartered Accountant etc as may be applicable.
- 20.2.2. Public Notice in leading dailies inviting objections for change of constitution.
- 20.2.3. NOC/NDC from the concerned bank/ financial institution/ sales tax/ excise/ PDD/ LPCC/ DIC wherever required.
- 20.2.4. An undertaking (attested by Judicial Magistrate) stating that any liability arising due to change of constitution shall be borne by the proprietor/ partners/ company.
- 20.2.5. An affidavit duly executed in the court of law to the effect that the land is free from all encumbrances.

- 20.2.6. Clearance of all dues whatsoever.
- 20.2.7. Execution of supplementary/ fresh lease deed.
- 20.2.8. Any other formality as may be deemed appropriate by the Director, Industries and Commerce, Ladakh.
- 20.2.9. For change in constitution, where transfer of unit is within the family/ legal heirs and without addition of any outside member as partner/share holder, 5% of the prevalent premium amount shall be charged for such transfers.
- 20.2.10. Proprietary firm becoming partnership firm where the proprietor of the original firm holds not less than 51% or more share in Profit and Loss and Capital investment within the same legal entity, 5% of the prevalent premium amount shall be charged for such transfers.
- 20.2.11. Where proprietary concern or partnership concern converts into a private limited company /or public limited company and the original proprietor / partners together hold not less than 51% of the authorized share capital of the same legal entity, 5% of the prevalent premium amount shall be charged for such transfers.
- 20.2.12. In case of retirement of the original promoter(s)/ shareholder(s)/Director(s) where only 5% has been charged while inducting partner(s)/Shareholder(s)/ Director(s), as per clause 20.2.10 and 20.2.11, 50% of the prevalent premium amount shall be charged for such transfer.
- 20.2.13. In case of retirement of any partner(s)/ shareholder(s)/Director(s), except original promoter(s)/ shareholder(s)/director(s), as per clause 20.2.10 & 20.2.11, no premium shall be charged.
- 20.2.14. In case of dispute between the partners/promoters in a company the division of plot shall be permissible, subject to payment of 5% of the prevalent premium for such transfer. However, such division shall be subject to justify the requirement of the extent of premises already allotted for undertaking new activities.
- 20.2.15. In case of merger/ amalgamation of two or more units with same constitution, 5% of the prevalent premium for such transfer shall be charged. However, in case change of constitution takes place by virtue of such merger, amalgamation, 50% of prevalent premium for such transfer shall be charged.

20.3 With change in constitution, lease hold rights should not change, meaning thereby that the original allottee(s) should retain a minimum of 51% or more shares in profit and loss and Capital investment/ authorized share capital, otherwise provisions of transfer of ownership/lease hold rights will be applicable.

20.4 If it is observed that the change of lease hold rights is made through a change in constitution before the unit comes into production, such a transfer will be considered null & void and land shall be resumed after cancellation of allotment.

## **21. Breathing Period**

21.1 The applications for change of constitution/ name and style/ line of activity/ additional line of activity, and transfer of lease hold rights etc received prior to the announcement of the policy, the concerned DICs / Directorate of Industries and Commerce, such cases if found eligible but which could not be decided because of bifurcation of erstwhile Jammu and Kashmir State. Such cases shall be disposed of as per the provisions laid down in the policy, within a period of 60 days from the date of issuance of the policy. This however, shall be a one-time exception for all such case.

21.2 Breathing period shall also be applicable to cases of change in the constitution/ lease hold rights effected in any court of law before issuance of the Policy but the concerned unit holders could not approach Agency/DIC for seeking permission for rectification of such changes. Such cases shall also be disposed of as per the provisions laid down in the policy subject to the following conditions:

- a. That the concerned unit holder shall approach Agency/DIC within a period of sixty days from the date of issuance of the policy.
- b. Transfer charges shall be payable as per the rates prescribed in the policy.

## **22. Annexure A: Priority Sectors**

- ❖ Food Processing/Agro based Industries
- ❖ Handicraft, Handloom and Pashmina
- ❖ Solar components manufacturing units
- ❖ Dairy product processing units
- ❖ Manufacturing & Processing of aromatic and medicinal plant
- ❖ Oxygen, Nitrogen plants
- ❖ Printing Press, Flex Printing
- ❖ Cold Storage/control atmosphere
- ❖ Packaging Industries (Non-Polluting)
- ❖ Recycling Industries (Non-Polluting)
- ❖ Manufacturing of Prefabricated Items