

**Government of Jammu & Kashmir
Industries & Commerce Department
Civil Secretariat, Jammu**

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Subject:- Procedural Guidelines to the Jammu & Kashmir Industrial Policy, 2021-30.

Reference: Administrative Council Decision No.46/7/2021 dated 09.04.2021

**Government Order No : 118 –IND of 2021
D a t e d : 19 . 04. 2021**

Sanction is accorded to the adoption of the Procedural Guidelines to the Jammu & Kashmir Industrial Policy, 2021-30, as per annexure appended to this order for its implementation with effect from 01.04.2021.

By order of the Government of Jammu and Kashmir.

Sd/-

**(Ranjan Prakash Thakur)
Principal Secretary to the Government**

No. IND/DIC-20/2021

Dated: 19 .04.2021

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2. Director General of Police, J&K.
3. Principal Secretary to the Lieutenant Governor.
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5. Principal Resident Commissioner, J&K Government, New Delhi.
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21. In-charge website, GAD/ I&C Department.
22. Notification file.


(Sartaj Hussain Madni)

Deputy Secretary to the Government

**Procedural Guidelines to the Jammu
and Kashmir Industrial Policy
2021-30**

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1. Registration of New Units for Incentives

- 1.1. Any Entrepreneur/Firm/Company desirous of claiming incentives under J&K Industrial Policy 2021-30 shall have to get registered with Department of Industries & Commerce. In order to proceed further an ID has to be created on the Single Window Portal **www.investjk.in**
- 1.2. The creation of ID shall require the following details:
 - i. PAN Card of Individual/ Company or Firm.
 - ii. Valid email ID
 - iii. Working Phone number for validation of OTP
- 1.3. The applicant shall apply online for Provisional Registration on the above-mentioned portal along with following documents:
 - i. Detailed Project Report of the proposed Enterprise which shall include details as specified in the Land Allotment Policy and as per Annexure I
 - ii. Land papers (Revenue papers regarding ownership/rent deed duly registered by the registering authority/lease deed in case of govt land).
 - iii. Partnership Deed/ Certificate of Incorporation and resolution of Board of Directors in case of Companies/ Form-A in case of Firms registered with Registrar of Firms
 - iv. GSTIN Registration.

2. Registration of Existing Units for Incentives

In respect of existing units, the Permanent Registration/ EM-II/ Acknowledgement of Date of Production (Operation) with valid GST Registration shall be sufficient for being eligible for Incentives under the Policy.

3. Operational guidelines for sanction/ grant of incentives under the Jammu and Kashmir Industrial Policy, 2021

- 3.1. The DICs shall approve the incentive cases up to Rs. 5.00 Lac in the District Level Committee headed by the General Manager, DIC (concerned). The said Committee shall have following members:
 - i. Functional Manager Marketing
 - ii. Accountant
- 3.2. Incentive cases from Rs. 5.00 Lac to Rs.50 Lac shall be approved by Division Level Committee headed by Director of Industries and Commerce

(concerned). The Divisional Level Committee shall consist of the following members:

- i. Joint Director (Dev), Directorate of I&C concerned
- ii. Chief Accounts Officer, Directorate of I&C Concerned
- iii. Deputy Director (PDM) Directorate of I&C Concerned
- iv. General Manager, DIC Concerned (Member Secretary)

3.3. Incentive cases exceeding Rs.50 Lac shall be approved by UT Level Committee headed by Administrative Secretary, Industries & Commerce. The UT Level Committee shall consist of the following members:

- i. Director (I&C), (concerned) (Member Secretary)
- ii. Director Finance, (I&C)
- iii. Director Planning. (I&C)
- iv. Any other member to be coopted by the committee

3.4. 10% of the cases approved by District Level Committees shall be subjected to audit, before disbursement of incentive amount, by a Committee nominated by the respective Directors, Industries & Commerce. This audit shall be applicable to all the incentives approved by District Level Committees under the J&K Industrial Policy, 2021.

3.5. All the transactions pertaining to purchase of Equipment on which incentive is claimed shall have to be through the banking instruments.

4. Category wise procedures for sanction/grant of various incentives

4.1. Subsidy (100%) on Purchase/ Installation of Diesel Genset

- 4.1.1. A subsidy of 100% on purchase and installation of DG set from 10 KW to 2000 KW capacity shall be allowed.
- 4.1.2. The subsidy shall, however, be provided, subject to installation of Retrofitted Emission Control Devices /Equipment, as per the condition laid down by the Hon'ble Green Tribunal for DG Sets of 125 KVA capacity and above.
- 4.1.3. Capacity of DG Set should have relevance with the power connected to the unit.
- 4.1.4. The amount of the subsidy on DG Set shall not exceed Rs. 40.00 Lac for Zone-A and Rs. 45.00 Lac for Zone-B in any case. (as Annexure I)
- 4.1.5. The amount of subsidy on purchase of one DG set shall be paid to the supplier through the Bank even if the promoter may not have taken any loan for purchase of the DG set.
- 4.1.6. An amount of 50% of the subsidy on DG set shall be paid on verification of installation of the DG Set and the remainder shall be paid after six

months of installation. The disbursement however shall be affected only after the unit has commenced production/ operations and the same has been acknowledged by the concerned General Manager.

4.1.7. DG Set purchased/installed shall not be allowed to be shifted for the period of ten years counted from the date of installation, except with the approval of Director I&C.

4.1.8. The procedure for availing subsidy on the purchase and installation of DG set is given in the following paras:

4.1.8.1. After the unit holder purchases and installs the DG set, he/she shall apply to General Manager for sanction of subsidy along with the following documents:

- i. Application Form for claiming DG Set incentive (Annexure II)
- ii. Bills/ Invoices of DG set
- iii. CA certificate regarding investments made on purchase of DG set. (Annexure III)
- iv. Satisfactory commissioning certificate/ sanctioned power load and fitness certificate from PDD.
- v. Mode of payment certificate from bank, if any.
- vi. Agreement (Annexure IV) and Indemnity Bond (Annexure V) on disbursement as per format duly registered before Magistrate/ Sub Registrar.
- vii. Any other document as notified by the Government of J&K.

4.1.9. After the cases are approved by concerned committees the General Manager shall sanction the claim up to Rs. 5.00 Lac.

4.1.10. In cases of claims exceeding Rs. 5.00 Lac the General Manager shall recommend the case to Director, Industries & Commerce concerned for approval by the Divisional Level Committee.

4.1.11. The concerned General Manager, after the approval by the Divisional Level Committee/ District Level Committee shall issue sanction order within 7 days.

4.1.12. The General Manager shall disburse the incentive within a period of 7 days from the date of receipt of funds.

4.2. Incentives on Pollution Control Devices:

The procedural guidelines for availing of incentives under this scheme shall be as under:

4.2.1. 60% subsidy shall be available on purchase and installation of Pollution Control Devices/ Equipment, subject to an upper ceiling of Rs. 50.00 Lac per unit. The units undertaking Substantial Expansion shall be eligible only for the balance amount out of maximum ceiling of Rs.50 lac, if some



amount of Subsidy has already been availed by the unit in the earlier policies.

4.2.2. After the pollution control devices/ equipment are installed in the unit premises, the unit holder shall submit the application along with the documents as provided in these guidelines for availing the incentive on the devices/ equipment to the General Manager Concerned.

4.2.3. The General Manager shall within 7 days forward the list of Pollution Control Devices/Equipment to the J&K, PCB for certifying the installation and satisfactory commissioning of the installed equipment, if not issued earlier.

4.2.4. After certification of satisfactory installation and commissioning of the Pollution Control Devices by J&K PCB, the General Manager shall place the case before the District Level Committee or Divisional Level Committee as the case may be.

4.2.5. The General Manager shall ensure that the unit holder has not already claimed the said subsidy on the same equipment under the Capital Investment Subsidy or similar subsidy schemes of Central/ UT Government.

4.2.6. Checklist of Documents:

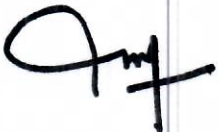
- i. Application Form. (Annexure VI)
- ii. Bills/Invoices
- iii. C.A. Certificate regarding investment made on the project as per the prescribed proforma. (Annexure VII)
- iv. Bank Loan Certificate/ Means of Finance/ Source of investment.
- v. Power connection sanction copy/ power connected certificate.
- vi. Mode of payment certificates of Pollution Control Devices.
- vii. Consent from PCB.
- viii. Agreement (Annexure VIII) and Indemnity Bond (Annexure IX) on disbursement as per format duly registered before Magistrate/ Sub Registrar.
- ix. Any other document that is as notified by the Government of J&K.

4.2.7. The concerned General Manager, after the approval by the Divisional Level Committee/ District Level Committee shall issue sanction order within 7 days.

4.2.8. The General Manager shall disburse the incentive within a period of 7 days from the date of receipt of funds.

4.3. **Subsidy on Obtaining of Quality Certificate:**

4.3.1. The industrial units procuring quality certification like ISO, ISI, BIS, FPO, BEE, AGMARK, ECOMARK etc. shall be given a subsidy of 30% of the



total cost incurred for obtaining the said certificate, subject to a maximum of Rs.2.00 Lac as certified by the Chartered Accountant. This incentive, however, can be availed only once under this policy. The subsidy shall be available to New Units, Existing units and Existing units undertaking Substantial Expansion.

4.3.2. The General Manager shall place the case before the District Level Committee for approval of sanction of subsidy after the unit holder claims the incentive and produces the following documents in support of his/her claim.

- i. Application Form. (Annexure X)
- ii. Bills/Invoices
- iii. CA Certificate regarding the total cost incurred for obtaining the said certificate. (Annexure XI)
- iv. Attested copy of the quality certificate.
- v. Mode of payment certificate from bank, if any.
- vi. Agreement (Annexure XII) and Indemnity Bond (Annexure XIII) on disbursement as per format duly registered before Magistrate/ Sub Registrar.
- vii. Any other document that is as notified by the Government of J&K.

4.3.3. The General Manager shall issue sanction order within a period of 7 days after the approval of district level committee and convey the liability of funds to the Directorate on the same day.

4.3.4. The General Manager shall disburse the incentive within a period of 7 days from the date of receipt of funds.

4.4. **Subsidy on Automation:**

4.4.1. The promoters shall submit a proposal to the concerned General Manager DIC for undertaking Automation in their unit highlighting the benefits attributed to the same in respect of their unit. A subsidy of 30% of the total cost incurred for automation shall be available to the unit subject to a maximum of Rs.2.00 Lac as certified by the Chartered Accountant. This incentive, however, can be availed only once. The subsidy shall be available to New Units, Existing units and Existing units undertaking Substantial Expansion.

4.4.2. The General Manager shall place the case before the District Level Committee for approval of sanction of subsidy after the unit holder claims the incentive and produces the following documents in support of his/her claim.

- i. Application Form. (Annexure XIV)
- ii. Bills/Invoices
- iii. Certificate from Chartered Accountant regarding the total cost

- incurred for automation of the unit. (Annexure XV)
 - iv. Mode of payment certificate from bank, if any.
 - v. Agreement (Annexure XVI) and Indemnity Bond (Annexure XVII) on disbursement as per format duly registered before Magistrate/ Sub Registrar.
 - vi. Any other document that is as notified by the Government of J&K.
- 4.4.3. The General Manager shall issue sanction order within a period of 7 days after the approval of District Level Committee and convey the liability of funds to the Directorate on the same day.
- 4.4.4. The General Manager shall disburse the incentive within a period of 7 days from the date of receipt of funds.

4.5. Subsidy on Green Environment Protection Initiative:

- 4.5.1. The promoters shall apply for subsidy after installation of equipment's for rainwater harvesting, wastewater recycling, zero discharge process/ solid waste management. The installation of these equipment's shall be eligible for a subsidy of 50% of the total cost incurred in respect of the same. This incentive, however, can be availed only once. The subsidy shall be available to New Units, Existing units and Existing units undertaking Substantial Expansion.
- 4.5.2. The General Manager shall place the case before the District Level Committee for approval of sanction of subsidy after the unit holder apply for availing the incentive and produces the following documents in support of his/her claim:
- i. Application Form. (Annexure XVIII)
 - ii. Bills/Invoices
 - iii. Certificate from Chartered Accountant regarding the total cost incurred for obtaining the said certificate. (Annexure XIX)
 - iv. Proof of payments made through Bank mode.
 - v. Agreement (Annexure XX) and Indemnity Bond (Annexure XXI) on disbursement as per format duly registered before Magistrate/ Sub Registrar.
 - vi. Any other document as notified by the Government of J&K.
- 4.5.3. The General Manager shall issue sanction order within a period of 7 days after the approval of District Level Committee and convey the liability of funds to the Directorate on the same day.
- 4.5.4. The General Manager shall disburse the incentive within a period of 7 days from the date of receipt of funds.

4.6. Turnover Based Incentive

Separate orders to be issued by Government of J&K to avail the Turnover incentive.



4.7. SGST Reimbursement

Separate orders to be issued by Government of J&K to avail the SGST incentive.

5. Change of Constitution

5.1. Change in Constitution before/during project implementation shall be allowed/ governed by following clauses:

- 5.1.1. Change in Constitution among the family members (Spouse/ Blood relations) of allottee or in favour of partner(s)/shareholders and without addition of any outside member as partner/ shareholder.
- 5.1.2. 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.
- 5.1.3. Partnership firm becoming proprietary firm with exit of all but one partner within the same legal entity.
- 5.1.4. 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.
- 5.1.5. 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.
- 5.1.6. 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.
- 5.1.7. In cases, where NOC was given by Industrial Development Corporation(s)/DIC to the J&K State Financial Corporation/ 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 recovery of the loan or otherwise.
- 5.1.8. Change in Constitution necessitated due to division of plot among original partners in case dispute among the partners.
- 5.1.9. Change of constitution as a result of transfer of ownership of company to another one in case there is no change in shareholders due to transfer.

5.1.10. The permission for Change in constitution of all units shall be granted by the concerned Director Industries & Commerce.

5.1.11. 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 void and land shall be resumed after cancellation of allotment except in case of changes as per clause 5.1.9.

5.2. In case of merger/ Amalgamation of two or more units which are registered permanently shall be allowed/ governed by following clause:

In case of merger/ amalgamation of two or more units with same constitution, a fee of Rs. 10,000 per Kanal 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. The units undertaking merger shall be permanently registered. Except in cases where owner of both the units is same and at least one of the units is permanently registered.

5.3. Change in Constitution however shall be subject to completion of following formalities and processes at Directorate/DIC Level:

5.3.1. Furnishing of documents viz. Partnership Deed/Dissolution Deed/Retirement Deed duly registered in the Court of Law.

5.3.2. Public Notices in minimum two leading dailies inviting objections for Change of Constitution. The notice shall be got published by GM of concerned DIC after receipt of application regarding change of constitution.

5.3.3. NOC/NDC from the concerned Bank/ Financial Institution/ Industrial Development

Corporation/ An undertaking (attested by a Magistrate) stating that any liability arising due to Change of Constitution shall be borne by the Proprietor/ Partners/ Company.

5.4. Following formalities and Processes shall be completed at Industrial Development Corporation Level after formal Order for change in constitution.

5.4.1. The formal order for change of constitution issued by GM DIC after approval from Director Industries and Commerce shall be final. The

following shall be completed at Industrial Development Corporation Level.

- 5.4.2. Execution of supplementary/ fresh lease deed.
- 5.4.3. 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, no fee shall be charged for such transfers.
- 5.4.4. 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, a fee of Rs. 10,000 per Kanal shall be charged for such transfers.
- 5.4.5. 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, a fee of Rs. 10,000 per Kanal shall be charged for such transfers.
- 5.4.6. In case of retirement of the original promoter(s)/ share holder(s)/ Director(s) where only Rs. 10,000 per Kanal has been charged while inducting partner(s)/share holder(s)/Director(s), as per clause 5.5.4 and 5.5.5, a fee at the rate of 50% of the prevalent premium amount shall be charged for such transfers.
- 5.4.7. In case of retirement of any of the partner(s)/ share holder(s)/ Director(s), except original promoter/ share holder(s)/ Directors, as per clause 5.5.4 and 5.5.5, no premium shall be charged.
- 5.4.8. In case of dispute/ mutual settlement between the partners/ promoters in a company, the division of plot shall be permissible, subject to payment of a fee of Rs. 10,000 per Kanal for such transfer. However, such division shall be subject to justifying the requirement of the extent of premises already allotted for undertaking new activities.

6. Change in Name and Style

- 6.1. The request of the allottee(s) for change in Name and Style of the unit shall be allowed by the General Manager, DIC in case of MSMEs /(Large Units) after approval of Director, Industries & Commerce subject to fulfillment of following conditions/formalities/processes:
 - i. Furnishing of documents viz Resolution of Board of Directors, Firm/Company Registration Certificate, Change/Amendments in Articles

- of Association, Memorandum of Association of the Company regarding the change in Name and Style.
- ii. Public Notice in leading dailies inviting objections.
 - iii. NOC/NDC from the concerned Bank/Financial Institution/State Taxes Department/ PDD/ Industrial Development Corporation(s) wherever required.
 - iv. An undertaking by the Promoter (attested by a Magistrate) stating therein that liability/outstanding if any against erstwhile Name and Style shall be borne by the Proprietor/Partners/Company with changed Name and Style.
 - v. Clearances of all outstanding estates dues, if any.

6.2. Process to be adopted by Industrial Development Corporation

- i. Execution of supplementary/Fresh lease deed as may be applicable.
- ii. Payment of 5% of prevalent land premium to the concerned Corporation in case of change in name & style of the Unit.
- iii. Any other formality as may be deemed appropriate by the General Manager DIC/concerned Director, Industries & Commerce as the case may be.

7. Deregistration of Units

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

- i. 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/EM-I of incoming unit and EM-II of Existing unit to be de-registered.
- ii. Public Notices in minimum two leading dailies inviting objections.
- iii. NOC/NDC from the concerned Bank/Financial Institution/Sales Tax/PDD/DIC wherever required.
- iv. An undertaking by the incoming Promoter (attested by a Magistrate) stating therein that liability if any arising due to transfer of lease hold rights (Outright sale) shall be borne by the Proprietor/Partners/Company along with declaration that land is free from all encumbrances.
- v. Clearances of all estate's dues supported by NDC in this regard, if any.
- vi. Any other formality as may be deemed appropriate by the General Manager concerned/Director-Industries and Commerce.

8. Change in Line of Activity/ Additional Line of Activity

8.1. The request for change in the Line of Activity or Additional Line of Activity shall be considered by the respective Committees of Jammu & Kashmir Single Window (Industrial Investments and Business Facilitation), Act 2018 as per the cut-off value of proposed investment in Plant & Machinery only in cases where additional land is required by the unit, otherwise the power to grant permission for the same shall vest with the concerned GM in case of MSME and Director I&C in case of Large units, which shall be subject to fulfillment of following:

- i. Justification by the applicant for Change in Line of Activity/Additional Line of Activity viz-a-viz the quantum of land already allotted.
- ii. That such changes in Line of Activity/Additional Line of Activity are compatible to the nature of Industrial Estate and shall not be detrimental to the other neighboring allottees/units.
- iii. Furnishing of documents viz. Detailed Project Report, regarding the change in Line of Activity/Additional Line of Activity.
- iv. Any other formality as may be deemed appropriate by the General Manager DIC/concerned Director, Industries & Commerce.

8.2. Process to be adopted by Industrial Development Corporation

Once the Change in Line of Activity/ Additional Line of Activity is allowed the IDC shall adopt the following process

- i. Clearances of all outstanding estates dues, if any.
- ii. Execution of supplementary/Fresh lease deed as may be applicable.
- iii. Payment of 5% of prevalent land premium to the concerned Corporation only in case of change in line of activity.
- iv. Any other formality as may be deemed appropriate by the Managing Director, IDC.

8.3. In cases where change in Line of Activity is requested in case of new/provisionally registered units, the maximum period for coming into production shall be reckoned from the original date of final allotment letter.

8.4. In cases where change in Line of Activity results in change in category of the unit as per PCB norms from Less Polluting to High Polluting (green to orange, orange to red) the authority to grant approval in such cases shall vest with Administrative Secretary, Industries & Commerce Department.

9. Substantial Expansion/New unit:

The request for substantial expansion in case of units which have already come into production shall be permitted by the concerned GM DIC in case



of MSME and Director Industries & Commerce in case of Large Units. The proposal for new unit on the already allotted land shall be considered only in case of units which have already come into production and shall be permitted by the respective Committees of Jammu & Kashmir Single Window (Industrial Investments and Business Facilitation), Act 2018 as per the cut off value of proposed investment in Plant & Machinery which shall be subject to fulfillment of following:

- i. Furnishing of Detailed Project Report (DPR) in case of Substantial Expansion and DPR along with Resolution of Board of Directors, Memorandum of Association of the Company needs to be furnished in case of the New Units proposed to be established on already allotted premises of the functional unit.
- ii. Execution of supplementary/Fresh lease deed as may be applicable.
- iii. Payment of 5% of prevalent land premium to the concerned Corporation in case of new unit on already allotted land.
- iv. Any other formality as may be deemed appropriate by the General Manager DIC/concerned Director, Industries & Commerce/Managing Director, IDC as the case may be.
- v. It shall also be subject to the fulfillment of building norms and Environmental stipulations and provided that such changes/expansion are compatible to the nature of the Industrial Estate and are not detrimental to other neighboring allottees/ units.

10. Miscellaneous Functions and Powers

10.1. In respect of units having investment in plant and machinery/ building and all other durable physical assets up to Rs 5 Crores. The GMs shall exercise the following powers:

- i. Issuance of Provisional registration
- ii. Issuance of Permanent registration/ acknowledgement of Date of Commercial Production/ Operation
- iii. Assessment/ reassessment of raw materials and finished goods
- iv. Change in location of the Unit within the District
- v. Change in Name and Style of Unit of the Unit which are registered provisionally.
- vi. Grant of permission for repair/export of machinery out of the UT where incentives have been received by the unit holder in case of Small and Medium scale units.

10.2. In case of units having investment in plant and machinery/ building and all other durable physical assets more than Rs 5 Crores the Director shall exercise the powers of assessment/ reassessment of raw materials and finished goods



11. Assessment

- 11.1. The basic assessment of raw material and finished goods shall be done within fifteen (15) days from the date of issuance of Date of Production.
- 11.2. Self-certified documents as Annexure XXII in respect of consumption in respect of raw materials and production of finished goods during the year shall be submitted to concerned GM, DIC Industries and Commerce Department at the end of each financial year. (by 30th June every year)

12. Power to Issue Clarifications

The administrative department shall have the power to issue clarification to the procedures laid down in the guidelines.

**Jammu and Kashmir
Industrial Land Allotment Policy
2021-30**



**Government of Jammu & Kashmir
Industries & Commerce Department
Civil Secretariat, Jammu**

* * *

Subject: - Jammu & Kashmir Industrial Land Allotment Policy, 2021-30.
Reference: *Administrative Council Decision No. 10/02/2021 dated 22.01.2021,
read with GAD U.O No. GDC-35/CM/2021 dated 17.03.2021.*

Government Order No : 65 –IND of 2021

D a t e d : 24 . 03. 2021

Sanction is accorded to the adoption of the Jammu & Kashmir Industrial Land Allotment Policy, 2021-30, as per annexure appended to this order for its implementation with effect from 01.04.2021.

By order of the Government of Jammu and Kashmir.

Sd/-

(Ranjan Prakash Thakur)


Principal Secretary to the Government

No. IND/Gen/43/2020

Dated: 24 .03.2021

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1. All Financial Commissioners.
2. Director General of Police, J&K.
3. Principal Secretary to the Lieutenant Governor.
4. All Principal Secretaries to Government.
5. Principal Resident Commissioner, J&K Government, New Delhi.
6. Chief Electoral Officer, J&K.
7. All Commissioner/ Secretaries to the Government.
8. Joint Secretary (J&K), Ministry of Home Affairs, Government of India.
9. Divisional Commissioner, Jammu/Kashmir.
10. Director General, J&K Institute of Management, Public Administration and Rural Development, Jammu.
11. Chairman, J&K Special Tribunal.
12. All HoD's of Industries and Commerce Department.
13. All Deputy Commissioners.
14. Director, Information.
15. Director, Archives, Archaeology and Museums.
16. General Manager, Government Press, Jammu/Srinagar.
17. Private Secretary to the Hon'ble Lieutenant Governor.
18. Private Secretary to the Chief Secretary.
19. Private Secretaries to Advisor (F)/(B)/(BK) to Lieutenant Governor.
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24/03/22

(Sartaj Hussain Madni)

Deputy Secretary to the Government



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1. INTRODUCTION

1. Jammu & Kashmir with the hope inspired by the goals of Development Vision of the Country and determination to consolidate gains on the macro-economic front and to face the economic challenges that lie ahead, looks forward for forging a strong, diversified, resilient and competitive economy. Towards this end, industries have a specific role in raising pace of development to a dynamic self-sustaining level.
 - 1.1 For a strong industrial base, a highly structured industrial land bank is seen as a central and pivotal pillar in attainment of the mission of moving the region to higher levels of industrial proficiency, productivity and competitiveness.
 - 1.2 Though Jammu and Kashmir announced its first Industrial Policy in 1995 and substituted it by another policy in 1998. The first detailed and comprehensive Industrial Policy was announced in the year 2004 which was followed by Industrial Policy of 2016. These policies provided the basic mechanism of Industrial Land Allotment. However, land remained a limiting factor for the industrial growth in the region.
 - 1.3 Thus, Jammu and Kashmir requires an elaborate Industrial Land Allotment Policy that will provide an effective framework and codified industrial land allotment system backed by a comprehensive industrial land bank, for attracting large industrial investments in the region.
 - 1.4 This Policy document has therefore been formulated with consciousness and belief that it will assist the government to carve a place for itself in the national economy and a niche for its products in the national and international market.

2. POLICY VISION

The policy is aimed at evolving a fair and transparent mechanism for land allotment for industrial use including Education and Health sector. This is envisaged with a vision to achieve inclusive growth and bring economic prosperity through sustainable industrialization &



employment generation. The Policy Vision, in the aforesaid context, has to be:

"... to augment the industrially viable land into a highly structured industrial land bank readily available for allotment to genuine entrepreneurs, that would transform the regional economy from a land constrained one to a receptive industrial investment destination in tune with the national policies."

3. MISSION

Land Allotment Policy is not an end in itself but a means of achieving higher level of welfare for the society. Land availability has therefore a pivotal role in industrial growth which inter alia has a bearing on integrating the regional economy with national and global economies. The Jammu and Kashmir Industrial Land Policy 2021 provides a framework which will attract and realize national and international investments. The mission of the trade sector is therefore is:

"To stimulate the development and industrial growth through enhancing competitiveness by keeping available state-of-art land bank to the entrepreneurs, aiming to facilitate rapid industrialization besides creating an enabling ecosystem to upscale economic development and create employment opportunities; ensure sustainable development and balanced growth of industry to make UT of J&K one of the preferred destinations for investment."

4. OBJECTIVES

Jammu and Kashmir, by adopting this Policy aims to achieve the following objectives:

- To provide an efficient and transparent mechanism for industrial land allotment in a time bound manner.
- To encourage, promote and facilitate more investment in enterprises and build a strong, responsive and vibrant business environment in the region.
- To create employment opportunities for the unemployed youth.



- To enable environment of "Ease of Doing Business" i.e. creating of conducive industrial environment.
- To move more speedily towards transformation of its role from 'regulator' to 'facilitator' and from performer to enabler for the industrial sector.
- To create new opportunities for creation of dedicated sector specific industrial parks.

5. DURATION

- 5.1 This 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.
- 5.2 The Government may come up with a policy for earlier allottees of land prior to this policy.

6. ZONATION BASED ON THE EXTENT/DEGREE OF INDUSTRIAL DEVELOPMENT IN DIFFERENT DISTRICTS

A Community Block/Municipal Corporation/Municipal Council shall be the unit for industrial zone. Each district has been divided into Zone-A and Zone-B, on the basis of industrial development, centrality of the place and urbanization, so as to promote equitable spatial industrial growth. The land rates for allotment, in each zone, shall be notified by the government from time to time.

Districts wise Break up of Blocks in Zone A & B of Jammu Division			
S No	Districts	Zone	Block
1	Doda	Zone A	Nil
		Zone B	I. Assar II. Bhaderwah, Bhagwah III. Bhalessa (Gandoh) IV. Bhalla, Changa V. Chilli Pingal

			VI. Chiralla VII. Dali Udhayanpur VIII. Doda IX. Gundana X. Jakyas XI. Kahra XII. Kastigarh XIII. Khalleni XIV. Marmat XV. Thathri
2	Jammu	Zone A	I. Bishnah II. Marh III. Satwari IV. Nagrota V. R.S. Pura VI. Miran Sahib
		Zone B	I. Akhnoor II. Bhalwal Brahmana III. Arnia IV. Dansal V. Khour VI. Mathwar VII. MairaMandrian VIII. MandalPhallain IX. KharahBalli X. Pargwal XI. ChowkiChoura XII. Samwan XIII. Suchetgarh XIV. Bhalwal
3	Kathua	Zone A	I. Hiranagar II. Kathua
		Zone B	I. Bani II. Duggan III. Bhasohli IV. LohaiMalhar V. Baggan VI. Bhoond VII. Duggain VIII. Billawar IX. Mahanpur X. DingaAmb XI. Mandli

			XII. Keerian XIII. Barnoti XIV. Marheen XV. NagrotaGujroo XVI. DharMahanpur XVII. Nagri
4	Kishtwar	Zone A	Nil
		Zone B	I. Bunjwah II. Dachan III. Drabshalla IV. Inderwal V. Kishtwar VI. Marwah VII. Mughal Maidan VIII. Nagsani IX. Padder X. Palmar XI. Thakrai XII. Trigam XIII. Warwan
5	Poonch	Zone A	Nil
		Zone B	I. Balakote II. Bufliaz III. Lasana IV. Loran V. Mandi VI. Mankote VII. Mendhar VIII. Nangali Sahib Sai Baba IX. Poonch X. Sathra XI. Surankote
6	Rajouri	Zone A	Nil
		Zone B	I. Budhal II. Dangri III. Darhal IV. Doongi V. Kalakote

			VI. Khawas VII. Lamberi VIII. Manjakote IX. Moughla X. Nowshera XI. Panjgrain XII. Planger XIII. QilaDarhal XIV. Rajnagar XV. Rajouri XVI. Seri XVII. Siot XVIII. Sunderbani XIX. Thanamandi
7	Ramban	Zone A	Nil
		Zone B	I. Banihal II. Batote III. Gandhri IV. Gool V. Gundi Dharam VI. Khari VII. Rajgarh VIII. Ramban IX. Ramsoo X. Sangaldan XI. Ukhral
8	Reasi	Zone A	I. Katra
		Zone B	I. Arnas II. Bamagh III. Chasana IV. GulabGarh V. JijBagli VI. Mahore VII. Panthal VIII. Pouni IX. Reasi X. ThakraKote XI. Thuroo
9	Samba	Zone A	I. Bari Brahmana II. Samba III. Vijaypur IV. Purmandal

		Zone B	I. Sumb II. Nud III. Rajpura IV. Ramgarh V. Ghagwal
10	Udhampur	Zone A	I. Udhampur
		Zone B	I. Chanunta II. Chenani III. Dudu IV. Ghordhi V. Jaganoo VI. Khoon VII. Kulwanta VIII. Latti IX. Majalta X. Mounгри XI. Narsoo XII. Panchari XIII. ParliDhar XIV. Ramnagar XV. Sewna XVI. Tikkri
<i>Note: Municipal Committees shall form part of the nearest Block.</i>			

Districts wise Break up of Blocks in Zone A & B of Kashmir Division			
S No	Districts	Zone	Block
1	Anantnag	Zone A	I. Anantnag II. Bijbehara III. Sagam
		Zone B	I. Achabal II. Breng III. Chattergul IV. Dachnipora V. Hiller Shahabad VI. Khoveripora VII. Larnoo VIII. Phalgam IX. Qazigund Partly X. Shahabad XI. Shangus XII. Verinag XIII. Vessu

2	Bandipore	Zone A	Nil
		Zone B	I. Aloosa II. Arin III. Baktoor IV. Bandipore V. Banokoot VI. Ganastan VII. Gurez VIII. Hajin IX. Naidkhai X. Nowgam XI. Sumbal XII. Tulial
3	Baramulla	Zone A	I. Baramulla II. Tangmarg
		Zone B	I. Bijhama II. Boniyar III. ChandilWanigam IV. Hardaboora V. Kangroosa VI. Khaipora VII. KhoreSherabad VIII. Kunzer IX. Lalpora X. Nadihal XI. Narwav XII. Noorkhah XIII. Parenpillan XIV. Pattan XV. Rafiabad XVI. Rohama XVII. Sangrama XVIII. Singhpora XIX. Sopore XX. TujjarSharief XXI. Uri XXII. Waqoora XXIII. Wailoo XXIV. Zaingeer

4	Budgam	Zone A	I. Budgam
		Zone B	I. B.K.Pora II. Beerwah III. Chadoora IV. Charisharief V. Khag VI. Khan-Sahib VII. Nagam VIII. Narbal IX. Pakherpora X. Parnewa XI. Rathsun XII. S.K. Pora XIII. Soibugh XIV. Sukhnag (Hard Panzoo) XV. Surasyar XVI. Waterhail
5	Ganderbal	Zone A	I. Ganderbal
		Zone B	I. Kangan II. Lar III. Gund IV. Safapora V. Sherpathri VI. Wakura
6	Kulgam	Zone A	Nil
		Zone B	I. Behibagh II. D.H.Pora III. D.K.Marg IV. Devsar V. Frisal VI. Kulgam VII. Kund VIII. Menzgam IX. Pahlloo X. Pombay XI. Qaimoh
7	Kupwara	Zone A	Nil

		Zone B	I. Drugmulla II. Handwara III. HerriQadirabad IV. Hyhama V. Kalarooch VI. Keran VII. Kralpora VIII. Kuligam IX. Kupwara X. Lalpora XI. Langate XII. Machil XIII. Magam XIV. Mawar XV. Qalamabad XVI. Meelyaal XVII. Natnussa XVIII. Qaziabad XIX. Rajwar XX. Ramhal XXI. ReddiChowkibal XXII. Sogam XXIII. Tangdar XXIV. Teethwal XXV. Trathpora XXVI. Trehgam XXVII. Wavoora
8	Pulwama	Zone A	I. Pulwama II. Pampore
		Zone B	I. Arpal II. Awantipora III. Dadsura IV. Kakapora V. Keller VI. Litter VII. Newa VIII. Shadimarg IX. Tral
9	Shopian	Zone A	Nil
		Zone B	I. Chitrigam II. Herman III. Imamsahib IV. Kanji Ullar V. Kaprin VI. Keller VII. Ramnagri

			VIII. Shopian IX. Zainpora
10	Srinagar	Zone A	I. Srinagar II. Eidgah III. Hazratbal IV. Qamarwari
		Zone B	I. Harwan II. Khonmoh
Note: Municipal Committees shall form part of the nearest Block.			

7. APPLICATION FOR LAND ALLOTMENT

- a. Department of Industries and Commerce shall upload vacant industrial land available in different Industrial Estates on the Single Window Portal.
- b. Land availability advertisements, both in print and online, shall be issued by Department of Industries and Commerce/ Developing Agency concerned, inviting prospective entrepreneurs to apply online on the portal.
- c. A Processing fee at the time of application shall be charged as follows:
 - i. Up to 1 Acre – Rs. 10,000
 - ii. Above 1 Acre to 5 Acre – Rs. 25,000
 - iii. Above 5 Acre – Rs. 50,000
- d. 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, IT Returns and documents concerning financial /technical support, 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.

8. PROJECT APPRAISAL AND EVALUATION

- 8.1 All the applications received for allocation of industrial land shall be scrutinized (on technical and financial criteria) by the Divisional Level Appraisal Committee. The timeline for screening shall be 30 days.
- 8.2 The composition of each Divisional Level Appraisal Committee shall be as under:

S. No	Designation	Role
1	Joint Director, Industries and Commerce, of the concerned Division	Chairman
2	Executive Engineer, EM&RE Wing Power Development Department	Member
3	General Manager of DIC concerned	Member Secretary
4	Representative of Pollution Control Board	Member
5	Zonal Manager, J&K Bank	Member
6	General Manager SIDCO	Member
7	General Manager SICOP	Member
8	Representative of the Industry nominated	Member
9	Domain Expert	Member
* Joint Director, Skill Development Department; Nodal Principal,		

Higher Education Department, and Deputy Director (Headquarter), Directorate of Health Services (concerned) shall be co-opted for appraisal of proposals pertaining to their departments on case to case basis.

*** Any other person can be co-opted by the Committee having subject matter specialization.*

- 8.3 For evaluating an application, the Divisional Level Appraisal Committee shall take into consideration the following parameters:

S.No	Parameters
1	Level of Proposed Investment
2	Extent of employment generation
3	Qualification (Qualification of the applicant/ any of its promoters)
4	Experience of the promoters
5	Shifting from non-conforming area/ rented premises
6	Land Utilization
7	Women Entrepreneur/ Ex-Servicemen/ Scheduled Caste
8	First Generation entrepreneurs intending to set up business for the first time
9	Resource Position
10	Income tax payments by promoter/ applicant (if applicable)
11	Past performance of existing operations of the applicant/ group concerns
12	Expansion by applicant/ its promoters to set up expansion projects
13	Start-up/ micro industries/ new technologies/ projects with innovative ideas
14	Environment friendly, energy efficient, high tech, high value added enterprises
15	Category of industry – Red, Orange, Green

- 8.4 Applications that are cleared by the Divisional Level Appraisal Committee shall be forwarded to concerned Land Allotment Committee for further land allotment process through respective Directorates.

- 8.5 Following conditions shall be considered while an application is being examined by the Divisional Level Appraisal Committee:

8.5.1 The proposed project should be falling in the category of permissible activities; should not involve high pollution and high water consumption.

8.5.2 Where the applicant/ its promoters are already having industrial plots in various Industrial Estates in J&K and



the plot is lying vacant/ project is yet to be implemented, the requirement of additional land is to be justified.

8.5.3 Where the applicant/ promoters are in default towards payment or dues of the Corporation in respect of the existing allotted plots, the same shall be required to clear before issuance of allotment letter.

8.5.4 Apart from points mentioned above, committee must also consider the justification of the land applied.

9. LAND ALLOTMENT COMMITTEES

There shall be three Committees viz the Divisional Level Land Allotment Committee, the High Level Land Allotment Committee and the Apex Level Land Allotment Committee, with the following composition:

9.1 Divisional Level Land Allotment Committee

S. No	Designation	Role
1	Director, Industries and Commerce, concerned	Chairman
3	Chief Engineer, EM&RE Wing Power Development Department concerned	Member
4	Managing Director SIDCO	Member
5	Managing Director SICOP	Member
6	General Manager of the DIC concerned	Member Secretary
7	Representative of Pollution Control Board	Member
8	Representative of the Industry nominated	Member

** Director Colleges, Higher Education Department; Director, Skill Development Department, and Director, Health Services (concerned) shall be co-opted for land allotment pertaining to their departments on case to case basis.*

9.2 High Level Land Allotment Committee

S. No	Designation	Role
1	Administrative Secretary, Industries and Commerce Department	Chairman
2	Representative from Power Development Department not below rank of Additional	Member

	Secretary	
3	Representative from Department of Forest, Ecology and Environment not below rank of Additional Secretary	Member
4	Representative from Administrative Secretary Housing and Urban Development Department not below rank of Additional Secretary	Member
5	Member Secretary, Pollution Control Board	Member
6	Director, Industries & Commerce Concerned	Member Secretary
7	MD SIDCO	Member
8	MD SICOP	Member
9	Representative of the Industry nominated	Member
* Representatives (not below the rank of Additional Secretary) of Administrative Secretary of Health & Medical Education Department; Skill Development Department and Higher Education Department shall be co-opted for land allotment pertaining to their departments on case to case basis.		

9.3 Apex Level Land Allotment Committee

S. No	Designation	Role
1	Chief Secretary	Chairman
2	Administrative Secretary Industries & Commerce	Member Secretary
3	Administrative Secretary PDD	Member
4	Administrative Secretary Department of Forest, Ecology and Environment	Member
5	Administrative Secretary Housing and Urban Development Department	Member
6	Chairman, Pollution Control Board	Member
7	MD JKDFC	Member
8	MD SIDCO	Member
9	Representative of the Industry nominated	Member
* Administrative Secretaries of Health & Medical Education Department; Skill Development Department and Higher		

10. LAND ALLOTMENT PROCESS

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.

- 10.1 Projects upto Rs. 50 crore shall be decided by the Divisional Level Land Allotment Committee, after proper screening and recommendation, by the Divisional Level Appraisal Committee.
- 10.2 Projects greater than Rs.50 crore but less than Rs. 200 crore, shall be decided by the High Level Land Allotment Committee, after proper screening and recommendation, by the Divisional Level Appraisal Committee.
- 10.3 Projects greater than Rs. 200 cr., shall be decided by the Apex Level Land Allotment Committee, after proper screening and recommendation, by the Divisional Level Appraisal Committee.
- 10.4 The Divisional Level Land Allotment Committee, High Level Land Allotment Committee and Apex Level Land Allotment Committee shall decide land allotment application within 45 days' from the day of receiving recommendation from the Divisional Level Appraisal Committee.
- 10.5 If two or more applicants are competing for same plot, the relevant Land Allotment Committee may interact with all of them to select the most suitable applicant.
- 10.6 Once approved, the Industrial Development Corporation shall immediately issue a land allotment certificate to the applicant.



10.7 Payment of Premium

10.7.1 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.

10.7.2 All payments shall be made in online mode through the Single Window Portal as per the Jammu and Kashmir Single Window (Industrial Investments and Business Facilitation) Act 2018.

10.8 Execution of Lease Deed and Physical Possession

10.8.1 A lease deed in the prescribed format will be executed between the allottee and Industrial Development Corporation concerned, 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.

10.8.2 Once the execution of lease deed is complete, the concerned Estate Manager will cause actual plot to be measured immediately as per the area approved by the concerned Land Allotment 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.

10.8.3 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 concerned Industrial Development Corporation immediately.

10.8.4 The refund application, if any filed by the allottee, will be disposed by the concerned Land Allotment Committee.



11. PROVISIONAL REGISTRATION

- 11.1 Provisional registration of the enterprise shall initially be valid for 3 years, within which they shall commence production/ render service. The 3 years shall be counted from the date of acquiring possession of land.
- 11.2 The Director Industries may, however, extend the period of the provisional registration, on the recommendations/decision of the concerned Land Allotment Committee by one year at a time on the merits of each case, subject to the maximum of 5 years.
- 11.3 Grant of extension of provisional registration shall be considered for only such cases where premium due to the Industrial Development Corporation/Department has been paid in full and there is no default in the payment of dues towards the Industrial Development Corporation/Department. Extension fee equivalent to 5% of the total premium assessed at the time of provisional allotment of the plot will be charged for extension sought for the 1st and 2nd year respectively, which will not be refundable / adjustable in the premium of the plot.

12. CHANGE OF LOCATION OF ALLOTTED LAND

- 12.1 Land once allotted cannot be changed. However, the concerned Land Allotment Committee shall be empowered to review the allotment subject to availability of land, in case were genuine reasons exist.
- 12.2 If an applicant surrenders allotted land after execution of lease deed within a period of 2 years, the allotment shall be cancelled and the allottee shall forfeit 20% of the premium of land and the balance 80% shall be refunded. The land shall revert back to the land bank of the concerned Corporation. The land shall, thereafter, again be put on the Single Window Portal for fresh allotment.

13. ALLOTMENT OF LAND TO THE PUBLIC UTILITIES

- 13.1 Industrial Development Corporation concerned 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 respective Industrial Development Corporation. Land may also be allotted for public utility services which are compatible with industrial usage of a given Industrial Estate. Industrial Development Corporation concerned may waive off/ reduce the premium or rent rates for such public utility agencies, if needed.

13.2 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 concerned Industrial Development Corporation.

14. CANCELLATION OF LEASE DEED AND RETRIEVAL

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

14.1.1 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;

14.1.2 Violation of any condition in the lease deed;

14.1.3 Failure to come into production within stipulated time;

14.1.4 Failure to adhere to any other condition(s) stipulated in the J&K Industrial Policy and/or guidelines;

14.1.5 Non-operation of an enterprise for a continuous period of 5 years.

14.2 The concerned Industrial Development Corporation shall immediately take necessary action for cancellation of the lease deed and eviction of the allottee.

14.3 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.

15. TRANSFER OF LEASE HOLD RIGHTS

15.1 Transfer of lease hold rights in an Industrial Estate managed by concerned Industrial Development Corporations shall be permitted by the Director Industries, only after the unit comes into production and subject to fulfilment of following conditions:

15.1.1 Furnishing of documents viz. Copy of Memorandum of Understanding/Incorporation Certificate by the Registrar of Companies/Articles of Association/Memorandum of Association/EM- I of Incoming unit and EM-II of Existing unit to be de-registered/ Public Notices in minimum two leading dailies inviting objections;

15.1.2 NOC/NDC from the concerned Bank/Financial Institution/Sales Tax/ PDD/wherever required;

15.1.3 An undertaking by the incoming Promoter (attested by a Judicial/ Executive Magistrate) stating therein 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;

15.1.4 Clearances of all estate's dues, if any;

15.1.5 Execution of surrender deed before execution of fresh lease deed;

15.1.6 Furnishing of transfer/release/relinquishment deed;

15.1.7 De-registration of the outgoing unit by the concerned Director, Industries & Commerce in case the incoming promoter desires to establish an Enterprise with different Line of Activity/Name and Style;

15.1.8 Execution of fresh lease deed;



15.1.9 Any other formality as may be deemed appropriate by the Managing Director, Industrial Development Corporation concerned.

15.2 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 concerned Corporation shall be payable.

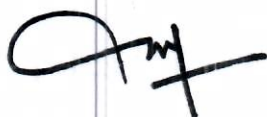
16. ANCILLARIZATION OF PREMISES

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 concerned Industrial Development Corporation.

17. DE-REGISTRATION OF UNITS

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

- 17.1 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/ EM- I of Incoming unit and EM-II of Existing unit to be de-registered.
- 17.2 Public Notices in minimum two leading dailies inviting objections.
- 17.3 NOC/NDC from the concerned Bank/Financial Institution/Sales Tax/ PDD/DIC wherever required.
- 17.4 An undertaking by the incoming Promoter (attested by a Magistrate) stating therein that liability if any arising due to transfer of lease hold rights (Outright-sale) shall be borne by the Proprietor/Partners/Company along with declaration that land is free from all encumbrances.



- 17.5 Clearances of all estate's dues supported by NDC in this regard, if any.
- 17.6 Prior permission for transfer of Lease hold rights from concerned Industrial Development Corporation in favour of New Unit.
- 17.7 Any other formality as may be deemed appropriate by the GM concerned /Director Industries and Commerce

18. DEFINITIONS UNDER THE POLICY

Unless otherwise provided under various schemes of DPIIT, Ministry of Commerce and Industries, Government of India and Jammu and Kashmir Industrial Policy—

- 18.1 **"Allotment"** means allotment of land/ premises for establishment of Industrial/Service Enterprise/ unit as prescribed in this policy;
- 18.2 **"Allottee"** means an Industrial Enterprise in whose favour an allotment of a land/ plot/ premises has been made under this policy;
- 18.3 **"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 Hindu Undivided Family (HUF) under section 2(31) of the Income Tax Act, 1961, or a body incorporated under any Act, who has made an application following the prescribed procedure of Jammu and Kashmir Government for establishing an Industrial Enterprises/ Unit;
- 18.4 **"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 Jammu and Kashmir;
- 18.5 **"Premises"** means and includes any plot, land, shop, godown, shed, any structure, which is meant for lease;
- 18.6 **"Processing Fee"** means a non-refundable fee, which shall be payable by applicants to Industrial Development



Corporation at the time of filing application or obtaining any approvals under the provisions of this policy;

- 18.7 **"Land / Site"** means a plot of land which is under consideration for allotment;
- 18.8 **"Industrial Development Corporation"** means the agency responsible for development, maintenance, allotment and management of government industrial land;
- 18.9 **"Lessee"** means the transferee to whom the land is allotted;
- 18.10 **"Lessor"** means the concerned corporation which will allot land to the Lessee;
- 18.11 **"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;
- 18.12 **"Lease Rent"** means the annual rent charged to Lessee during lease term as fixed by the Board of Directors of the Concerned Corporation;
- 18.13 **"Premium"** means Land premium fixed by the government from time to time;
- 18.14 **"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 as defined under Jammu and Kashmir Industrial Promotion Policy 2020;
- 18.15 **"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.



Annexure II- Application Form for Claiming DG Set Subsidy

APPLICATION FOR SANCTION OF SUBSIDY FOR THE PURCHASE OF GENERATOR SET

1. Name and address of the unit:
 - a. Registered Office:
 - b. Factory Office:
 - c. Zone (A or B) as notified by Government of J&K:
 - d. Location:
 - i. Village /Town
2. Unit Type:
(New/Existing/Existing Unit undertaking Substantial Expansion)
3. EM-II/Udyam Registration/IEM Number and Date:
4. Date of Production
(as authenticated by General Manager)
5. Line of Activity
6. Constitution (Proprietor/ Partnership/ Company)
7. Name(s) of Proprietor/ Directors/Partners:
8. Total Employment:
9. Total sanctioned power:
10. Details of existing Genset (if applicable)
 - a. Make:
 - b. Capacity:
 - c. Year of Purchase:
11. Details of generator set purchased newly
 - a. Date of purchase:
 - b. Capacity:
 - c. Purchased from:
(Full address to be furnished)
 - d. Cost of Genset with alternator:
 - e. Invoice Number:
 - f. Date of installation of the Generator:
12. Amount of Central / State subsidy if any:
(Availed for the Gen set earlier)

Declarations

I/ We hereby declare that the information given above and the statement and other documents enclosed are true and correct, to the best of our knowledge.

**Proprietor/ Partner/ Director/
Authorized signatory**



Annexure III- CA Certificate for DG Set Subsidy

CERTIFICATE FROM THE REGISTERED CHARTERED ACCOUNTANT

Name of the Chartered Accountant:

UDIN No.:

It is hereby certified that M/S (name of the unit with location) has made capital investment on the purchase of DG Set as per the details given below:

1. Make of DG Set
2. Supplier's Name
3. Capacity of DG Set
4. Amount of investment in Rupees

I/We have checked the books of accounts of the unit, the invoices etc., and certify that the aforesaid information is verified and certified to be true. We also certify that all the aforesaid item have been duly paid for and no credit is raised there against in the books of the unit.

Date:

Place:

Signature of the Chartered Accountant

Registration No & Seal along with UDIN



Annexure IV- Agreement for claiming DG Set Subsidy

This agreement is made at _____ on this ___ day of 20___ between the Government of J&K (hereinafter called the General Manager, District Industries Center, _____ of the first party) & Mr/ Ms _____ S/o, D/o, W/o _____ R/o _____ authorized signatory of M/s _____

which expression shall include their successors, heirs, executors of the unit registered with the Industries and Commerce Department and District Industries Centre, _____ vide Registration No. _____ Dated _____ for _____ Line of Activity _____
"(herein after called the second party on second part)".

Whereas the General Manager, District Industries Centre, _____ (1st party) has sanctioned an amount of Rs. _____ (in words _____) vide Order No: _____ dated _____ and issued under endorsement No: _____ Dated _____ as subsidy on account of purchase and installation of D.G. set of _____ KVA capacity in _____ favour _____ of _____ M/s _____

[2nd party].

Whereas an amount of Rs. _____ (in words _____) has been sanctioned in pursuance to Govt. Order No: _____ dated _____ read with procedural guide-lines issued vide Govt. Order No: _____ dated _____ and for the purchase and installation of D.G. set of _____ KVA in favour of _____

_____ after having been satisfied that the said D.G. set has been installed in the unit premises of the above unit holder. The detail of D.G set installed is here asunder:

D.G. set of _____ KVA capacity purchased from M/s _____ vide Invoice No: _____ dated _____.



SPECIFICATION AND REMARKS:

Whereas the disbursement of the sanctioned amount of D.G. set subsidy is subject to the terms and conditions as mentioned in the sanctioning order and disbursement for which purpose the unit holder (2nd party) binds itself as under:

1. That the D.G. set shall not be shifted from the Plant to any other place within the period of 10 (Ten) years from the date of its installation except with the prior approval of the Director Industries & Commerce. The requests for transfer of their requirement will not normally be accepted, but in exceptional cases and on some valid grounds. In case, the Director Industries & Commerce is not satisfied with such justifications and unit holder shifted the D.G. set, the unit holder shall have to refund the total subsidy granted to him together with interest there on at the prevailing rates from the date of drawl of subsidy.
2. That the D.G. set would be utilized exclusively for industrial purpose relevant to approved manufacturing products of the unit.
3. That any amount due to the Government from the unit holder on account of rent of the shed/land etc. will be deducted from the claim.

Hence this agreement executed,

Part - I	Part-II
<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:	<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:



Annexure V- Indemnity Bond for claiming DG Set Subsidy

Known by all men by these presents that I, _____
S/o, D/o, W/o _____ R/o _____
Authorized signatory of M/s _____

firmly bind into the Govt. which expression shall unless excluded by or repugnant to the context included his successors and assigns in the sum of Rs. _____
(in words _____) herein under referred to as to the said amount to be paid to the Government on demand for this payment to be well and truly made.

I have been paid an amount of Rs. _____ (in words _____) on the installation of One No _____ KVA Capacity of D.G. Set in _____ and I have obtained the requisite certificate / receipt from the concerned authorities for the payment of aforesaid amount, which has been attached with the claim.

I hereby undertake that all the documents and details contained are true and in future, if any claim is found to be false, I undertake to indemnify the Government in full for the loss that may be caused to the State Government as a result of such false claim.

I also bind myself and my heirs, executants, administrators, legal representatives and assignees; we bind ourselves and the persons for the time being having control, over the assets and affairs.

Signed on _____ day _____ of, 20____.

WITNESSES	EXECUTANT
<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:	<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:



Annexure VI- Application Form for Claiming Pollution Control Devices Subsidy

APPLICATION FOR SANCTION OF SUBSIDY FOR THE PURCHASE OF POLLUTION CONTROL DEVICES

1. Name and address of the unit:
 - a. Registered Office:
 - b. Factory Office:
 - c. Zone (A or B) as notified by Government of J&K:
 - d. Location:
 - i. Village /Town
2. Unit Type:
(New/Existing/Existing Unit undertaking Substantial Expansion)
3. EM-II/ Udyam Registration/IEM Number and Date:
4. Date of Production
(as authenticated by General Manager)
5. Line of Activity
6. Constitution (Proprietor / Partnership / Company):
7. Name(s) of Proprietor/ Partners/ Directors:
8. Total Employment:
9. Fixed Capital Investment
 - a. Land
 - b. Building
 - c. Plant & Machinery / Equipment
 - d. Miscellaneous Fixed Asset
10. Total Cost incurred on Purchase and Installation:
of Pollution Control Devices (as certified by CA)

Declarations

I/ We hereby declare that the information given above and the statement and other documents enclosed are true and correct, to the best of our knowledge.

**Proprietor/Partner/Director/
Authorized signatory**



Annexure VII- CA Certificate for Pollution Control Devices

CERTIFICATE FROM THE REGISTERED CHARTERED ACCOUNTANT

Name of the Chartered Accountant:

UDIN No.:

I / We hereby certify that M/S (name of the unit with location) has made capital investment in their unit for the period from to..... for manufacturing / rendering service of by the unit.

S No	Item/s of fixed assets investment	Value of in Rupees
1.	Cost of land including purchase, value, registration etc.	
2.	Cost of development of land including boundary wall, approach road, culvert / bridges, godown, labour Quarter etc (pl. specify)	
3.	Cost of Building	
	a. Factory building/Nursing Home/ Hotel etc.	
	b. Office building	
	c. Architect fees/ fees towards preparation of estimate etc.	
4.	Cost of plant & machinery	
5.	Pollution Control Devices	
6.	Accessories	
7.	Loading, unloading, transportation, erection expenditure, insurance etc.	
8.	Pre-operative preliminary expenses to be capitalized	
9.	Electrical installation	
10.	Miscellaneous fixed assets/essential items etc.	

Total

I/We have checked the books of accounts of the unit, the invoices etc., and certify that the aforesaid information is verified and certified to be true. We also certify that all the aforesaid items have been duly paid for and no credit is raised there against in the books of the unit.

Date:

Place:

Signature of the Chartered Accountant

Registration No & Seal along with UDIN



Annexure VIII- Agreement for claiming incentive on Pollution Control Devices

This agreement is made at _____ on this ___ day of 20___ between the Government of I&K (hereinafter called the General Manager, District Industries Centre, _____ of the first party) and Mr/ Ms _____ S/o, D/o, W/o _____ R/o _____ authorized signatory of M/s _____ which expression shall include their successors, heirs, executors of the unit registered with the Industries and Commerce Department and District Industries Centre, _____ vide Registration No. _____ Dated _____ for _____ Line of Activity _____ "(hereinafter called the second party on second part)".

Whereas the General Manager, District Industries Centre, _____ (1st party) has sanctioned an amount of Rs. _____ (in words _____) vide Order No: _____ dated _____ and issued under endorsement No: _____ Dated _____ as subsidy on account of purchase and installation of Pollution Control Devices in favour of M/s _____ [2nd party].

Whereas an amount of Rs. _____ (in words _____) has been sanctioned in pursuance to Govt. Order No: _____ dated _____ read with procedural guide-lines issued vide Govt. Order No: _____ dated _____ and for the purchase and installation of Pollution Control Devices in favour of _____

_____ after having been satisfied that the said Pollution Control Device(s) has/have been installed in the unit premises of the above unit holder. The detail of Pollution Control Devices installed is here asunder:

Name of Device(s):

Specification:



SPECIFICATION AND REMARKS:

Whereas the disbursement of the sanctioned amount of Pollution Control Devices is subject to the terms and conditions as mentioned in the sanctioning order and disbursement for which purpose the unit holder (2nd party) binds itself as under:

1. That the Pollution Control Devices shall not be shifted from the Plant to any other place from the date of its installation except with the prior approval of the Director of Industries & Commerce. The requests for transfer of the requirement will not normally be accepted, but in exceptional cases and on some valid grounds. In case, the Director Industries & Commerce is not satisfied with such justifications and unit holder shifted the Pollution Control Devices, the unit holder shall have to refund the total subsidy granted to him together with interest hereon at the prevailing rates from the date of drawl of subsidy.
2. That the Pollution Control Devices would be utilized exclusively for industrial purpose relevant to approved manufacturing products of the unit.
3. That any amount due to the Government from the unit holder on account of rent of the shed/land etc. will be deducted from the claim.

Hence this agreement executed,

Part – I	Part-II
WITNESSES: Signature: Name: S/o, D/o, W/o: R/o:	WITNESSES: Signature: Name: S/o, D/o, W/o: R/o:



Annexure IX- Indemnity Bond for claiming incentive on Pollution Control Devices

Known by all men by these presents that I, _____
S/o, D/o, W/o _____ R/o _____
Authorized signatory of M/s _____

_____ firmly bind into the Govt. which expression shall unless excluded by or repugnant to the context included his successors and assigns in the sum of Rs. _____
(in words _____) herein under referred to as to the said amount to be paid to the Government on demand for this payment to be well and truly made.

I have been paid an amount of Rs. _____ (in words _____) on the installation of Pollution Control Devices in _____ and I have obtained the requisite certificate / receipt from the concerned authorities for the payment of aforesaid amount, which has been attached with the claim.

I hereby undertake that all the documents and details contained are true and in future, if any claim is found to be false, I undertake to indemnify the Government in full for the loss that may be caused to the State Government as a result of such false claim.

I also bind myself and my heirs, executants, administrators, legal representatives and assignees; we bind ourselves and the persons for the time being having control, over the assets and affairs.

Signed on _____ day _____ of, 20____.

<u>WITNESSES</u>	<u>EXECUTANT</u>
<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:	<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:



Annexure X- Application Form for Claiming Quality Certificate Subsidy

APPLICATION FOR SANCTION OF SUBSIDY FOR THE PURCHASE OF QUALITY CERTIFICATION

1. Name and address of the unit:
 - a. Registered Office:
 - b. Factory Office:
 - c. Zone (A or B) as notified by Government of J&K:
 - d. Location:
 - i. Village /Town
2. Unit Type:
(New/Existing/Existing Unit undertaking Substantial Expansion)
3. Certificate Type (ISO/ ISI/ BIS/ FPO/ BEE/ AGMARK/ ECOMARK/ZED RATED/
ANY OTHER- Please specify):
4. Date of Issuance of Certificate
5. EM-II/Udyam Registration/IEM Number and Date
6. Date of Production
(as authenticated by General Manager)
7. Line of Activity:
8. Constitution:
(Proprietor / Partnership / Company)
9. Name(s) of Proprietor/ Partners/ Directors:
10. Total Employment:
11. Total Cost incurred for obtaining said Certificate:
(as certified by CA)

Declarations

I/ We hereby declare that the information given above and the statement and other documents enclosed are true and correct, to the best of our knowledge.

**Proprietor/Partner/Director/
Authorized signatory**



Annexure XI- CA Certificate of Quality Certification

CERTIFICATE FROM THE REGISTERED CHARTERED ACCOUNTANT

Name of the Chartered Accountant:

UDIN No.:

I / We hereby certify that M/S (name of the unit with location) has made investment in obtaining of Quality Certificate as per the details given below:

1. Name of Quality Certificate
2. Date of Obtaining of Quality Certificate
3. Amount of investment in Rupees

I/We have checked the books of accounts of the unit, the invoices etc. and certify that the aforesaid information is verified and certified to be true. We also certify that all the aforesaid item have been duly paid for and no credit is raised there against in the books of the unit.

Date:

Place:

Signature of the Chartered Accountant
Registration No & Seal along with UDIN



SPECIFICATION AND REMARKS:

Whereas the disbursement of the sanctioned amount of Quality Certification is subject to the terms and conditions as mentioned in the sanctioning order and disbursement for which purpose the unit holder (2nd party) binds itself as under:

1. That any amount due to the Government from the unit holder on account of rent of the shed/land etc. will be deducted from the claim.

Hence this agreement executed,

Part – I	Part-II
<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:	<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:



Annexure XII- Agreement for claiming incentive on Quality Certification

This agreement is made at _____ on this ___ day of 20___ between the Government of J&K (herein after called the General Manager, District Industries Centre, _____ of the first party) and Mr/ Ms _____ S/o, D/o, W/o _____ R/o _____ authorized signatory of M/s _____

which expression shall include their successors, heirs, executors of the unit registered with the Industries and Commerce Department and District Industries Centre, _____ vide Registration No. _____ Dated _____ for _____ Line of Activity _____
"(herein after called the second party on second part)".

Whereas the General Manager, District Industries Centre, _____ (1st party) has sanctioned _____ an _____ amount _____ of Rs. _____ (in words _____) vide Order No: _____ dated _____ and issued under endorsement No: _____ Dated _____ as subsidy on account of obtaining of Quality Certification (ISO, ISI, BIS, FPO, BEE, AGMARK, ECOMARK etc.) in favour of M/s _____

_____ [2nd party].

Whereas an amount of Rs. _____ (in words _____) has been sanctioned in pursuance to Govt. Order No: _____ dated _____ read with procedural guide-lines issued vide Govt. Order No: _____ dated _____ and for obtaining Quality Certification in favour of _____

_____ after having been satisfied that the said Quality Certificate (ISO, ISI, BIS, FPO, BEE, AGMARK, ECOMARK etc.) has/have been procured in the unit premises of the above unit holder. The detail of the procured Quality Certificate here asunder:

Name of Certificate(s):

Specification:



Annexure XIII- Indemnity Bond for claiming incentive on Quality Certification

Known by all men by these presents that I, _____
S/o, D/o, W/o _____ R/o _____
Authorized signatory of M/s _____

firmly bind into the Govt. which expression shall unless excluded by or repugnant to the context included his successors and assigns in the sum of Rs. _____
(in words _____) herein under referred to as to the said amount to be paid to the Government on demand for this payment to be well and truly made.

I have been paid an amount of Rs. _____ (in words _____) on obtaining Quality Certification (ISO, ISI, BIS, FPO, BEE, AGMARK, ECOMARK etc.) in _____ and I have obtained the requisite certificate / receipt from the concerned authorities for the payment of aforesaid amount, which has been attached with the claim.

I hereby undertake that all the documents and details contained are true and in future, if any claim is found to be false, I undertake to indemnify the Government in full for the loss that may be caused to the State Government as a result of such false claim.

I also bind myself and my heirs, executants, administrators, legal representatives and assignees; we bind ourselves and the persons for the time being having control, over the assets and affairs.

Signed on _____ day _____ of, 20____.

<u>WITNESSES</u>	<u>EXECUTANT</u>
<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:	<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:



Annexure XIV- Application Form for Claiming incentives on Automation

APPLICATION FOR SANCTION OF INCENTIVE for AUTOMATION

1. Name and address of the unit:
 - a. Registered Office:
 - b. Factory Office:
 - c. Zone (A or B) as notified by Government of J&K:
 - d. Location:
 - i. Village /Town
2. PAN of the Unit:
3. GSTIN of the Unit:
4. Unit Category:
(Micro/Small/Medium) or Large-Scale Unit
5. EM-II/ Udyam Registration/IEM Number and Date
6. Date of Production
(as authenticated by General Manager)
7. Date of verification of Automation by Industries and Commerce Department:
8. Unit Type:
(New/Existing/Existing Unit undertaking Substantial Expansion)
9. Line of Activity
10. Constitution (Proprietor / Partnership / Company)
11. Name(s) of Proprietor/ Partners/ Directors:
12. Total Employment:
13. Expenditure incurred on Automation (as certified by CA)

Declarations

I/ We hereby declare that the information given above and the statement and other documents enclosed are true and correct, to the best of our knowledge.

**Proprietor/Partner/Director/
Authorized signatory**



Annexure XV- CA Certificate for Automation

CERTIFICATE FROM THE REGISTERED CHARTERED ACCOUNTANT

Name of the Chartered Accountant:

UDIN No.:

I / We hereby certify that M/S (name of the unit with location) has made investment in Automation as per the details given below:

1. Supplier's Name& Details
2. Name of Components
3. Amount of investment in Rupees

I/We have checked the books of accounts of the unit, the invoices etc. and certify that the aforesaid information is verified and certified to be true. We also certify that all the aforesaid item have been duly paid for and no credit is raised there against in the books of the unit.

Date:

Place:

Signature of the Chartered Accountant

Registration No & Seal along with UDIN



Annexure XVI- Agreement for claiming incentive on Automation

This agreement is made at _____ on this day of 20____ between the Government of J&K (hereinafter called the General Manager, District Industries Centre, _____ of the first party) and Mr/Ms _____ S/o, D/o, W/o _____ R/o _____ authorized

signatory of M/s _____ which expression shall include their successors, heirs, executors of the unit registered with the Industries and Commerce Department and District Industries Centre, _____ vide Registration No. _____ Dated _____ for _____ Line of Activity _____ "(hereinafter called the second party on second part)".

Whereas the General Manager, District Industries Centre, _____ (1st party) has sanctioned an amount of Rs. _____

(in words _____)

vide Order No: _____ dated _____ and issued under endorsement No: _____ Dated _____ as incentive on account of Automation in favour of M/s _____

_____ [2nd party].

Whereas an amount of Rs. _____

(in words _____) has

been sanctioned in pursuance to Govt. Order No: _____ dated

_____ read with procedural guide-lines issued vide Govt.

Order No: _____ dated _____ and

for the purchase of items used for Automation in favour of

_____ after having been satisfied that the said Automation has/have been done in the unit premises of the above unit holder. The detail of the Automation here asunder:

Name of Certificate(s):

Specification:



SPECIFICATION AND REMARKS:

Whereas the disbursement of the sanctioned amount of Automation is subject to the terms and conditions as mentioned in the sanctioning order and disbursement for which purpose the unit holder (2nd party) binds itself as under:

1. That the items used for Automation shall not be shifted from the Plant to any other place from the date of its installation except with the prior approval of the Director Industries & Commerce. The requests for transfer of their requirement will not normally be accepted, but in exceptional cases and on some valid grounds. In case, the Director Industries & Commerce is not satisfied with such justifications and unit holder shifted the items used for Automation, the unit holder shall have to refund the total subsidy granted to him together with interest there on at the prevailing rates from the date of drawal of subsidy.
2. That the Automation would be utilized exclusively for industrial purpose relevant to approved manufacturing products of the unit.
3. That any amount due to the Government from the unit holder on account of rent of the shed/land etc. will be deducted from the claim.

Hence this agreement executed,

Part – I	Part-II
<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:	<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:



Annexure XVII- Indemnity Bond for claiming incentive on Automation

Known by all men by these presents that I, _____
_____ S/o, D/o, W/o _____ R/o _____
Authorized signatory of M/s _____

_____ firmly bind into the Govt. which expression shall unless excluded by or repugnant to the context included his successors and assigns in the sum of Rs. _____
(_in words _____) herein under referred to as to the said amount to be paid to the Government on demand for this payment to be well and truly made.

I have been paid an amount of Rs. _____ (_in words _____) on incentive of Automation _____ and I have obtained the requisite certificate / receipt from the concerned authorities for the payment of aforesaid amount, which has been attached with the claim.

I hereby undertake that all the documents and details contained are true and in future, if any claim is found to be false, I undertake to indemnify the Government in full for the loss that may be caused to the State Government as a result of such false claim.

I also bind myself and my heirs, executants, administrators, legal representatives and assignees; we bind ourselves and the persons for the time being having control, over the assets and affairs.

Signed on _____ day _____ of, 20____.

<u>WITNESSES</u>	<u>EXECUTANT</u>
<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:	<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:



Annexure XVIII- Application Form for Claiming Green Environment Protection Initiative

APPLICATION FOR SANCTION OF SUBSIDY FOR GREEN AND ENVIRONMENT PROTECTION INITIATIVE

1. Name and address of the unit:
 - a. Registered Office:
 - b. Factory Office:
 - c. Zone (A or B) as notified by Government of J&K:
 - d. Location:
 - i. Village /Town
2. Unit Type:
(New/Existing/Existing Unit undertaking Substantial Expansion)
3. EM-II/ Udyam Registration/ IEM Number and Date:
4. Date of Production:
(as authenticated by General Manager)
5. Constitution (Proprietor / Partnership / Company):
6. Name(s) of Proprietor/ Partners/ Directors:
7. Total Employment:
8. Total Cost incurred on Purchase and Installation of Equipment for Green/ Environment Protection:
(as certified by CA)

Declarations

I/ We hereby declare that the information given above and the statement and other documents enclosed are true and correct, to the best of our knowledge.

**Proprietor/Partner/Director/
Authorized signatory**



Annexure XIX- CA Certificate for Green Environment Protection Initiative

CERTIFICATE FROM THE REGISTERED CHARTERED ACCOUNTANT

Name of the Chartered Accountant:

UDIN No.:

I / We hereby certify that M/S (name of the unit with location) has made capital investment on the purchase of Green and Environment Protection Devices as per the details given below:

1. Make of Green and Environment Protection Devices
2. Supplier's Name
3. Amount of investment in Rupees

I/We have checked the books of accounts of the unit, the invoices etc. and certify that the aforesaid information is verified and certified to be true. We also certify that all the aforesaid item have been duly paid for and no credit is raised there against in the books of the unit.

Date:

Place:

Signature of the Chartered Accountant

Registration No & Seal along with UDIN



Annexure XX- Agreement for claiming incentive on Green Environment Protection Initiative

This agreement is made at _____ on this day of 20____ between the Government of J&K (hereinafter called the General Manager, District Industries Centre, _____ of the first party) and Mr/ Ms _____ S/o, D/o, W/o _____ R/o _____ authorized signatory of M/s _____

which expression shall include their successors, heirs, executors of the unit registered with the Industries and Commerce Department and District Industries Centre, _____ vide Registration No. _____ Dated _____ for _____ Line of Activity _____
"(herein after called the second party on second part)".

Whereas the General Manager, District Industries Centre, _____ (1st party) has sanctioned _____ an _____ amount _____ of Rs. _____ (_in words _____) vide Order No: _____ dated _____ and issued under endorsement No: _____ Dated _____ as subsidy on account of purchase and installation of Green and Environment Protection Devices _____ in _____ favour _____ of _____ M/s _____

_____ [2nd party].

Whereas an amount of Rs. _____ (_in words _____) has been sanctioned in pursuance to Govt. Order No: _____ dated _____ read with procedural guide-lines issued vide Govt. Order No: _____ dated _____ and for the purchase of Green and Environment Protection Devices in favour of _____

_____ after having been satisfied that the said Green and Environment Protection Device(s) has/have been installed in the unit premises of the above unit holder. The detail of Green and Environment Protection Device (s) installed is here asunder:

Name of Device(s):

Specification:




SPECIFICATION AND REMARKS:

Whereas the disbursement of the sanctioned amount of Green Environment Protection Initiative is subject to the terms and conditions as mentioned in the sanctioning order and disbursement for which purpose the unit holder (2nd party) binds itself as under:

4. That the Green and Environment Protection Devices shall not be shifted from the Plant to any other place from the date of its installation except with the prior approval of the Director Industries & Commerce. The requests for transfer of their requirement will not normally be accepted, but in exceptional cases and on some valid grounds. In case, the Director Industries & Commerce is not satisfied with such justifications and unit holder shifted the Green and Environment Protection Devices, the unit holder shall have to refund the total subsidy granted to him together with interest thereon at the prevailing rates from the date of drawal of subsidy.
5. That the Green and Environment Protection Devices would be utilized exclusively for industrial purpose relevant to approved manufacturing products of the unit.
6. That any amount due to the Government from the unit holder on account of rent of the shed/land etc. will be deducted from the claim.

Hence this agreement executed,

Part – I	Part-II
<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:	<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:



Annexure XXI- Indemnity Bond for claiming incentive on Green Environment Protection Initiative

Known by all men by these presents that I, _____
S/o, D/o, W/o _____ R/o _____
Authorized signatory of M/s _____

firmly bind into the Govt. which expression shall unless excluded by or repugnant to the context included his successors and assigns in the sum of Rs. _____
(in words _____) herein under referred to as to the said amount to be paid to the Government on demand for this payment to be well and truly made.

I have been paid an amount of Rs. _____ (in words _____) on the installation of Green and Environment Protection Devices in _____ and I have obtained the requisite certificate / receipt from the concerned authorities for the payment of aforesaid amount, which has been attached with the claim.

I hereby undertake that all the documents and details contained are true and in future, if any claim is found to be false, I undertake to indemnify the Government in full for the loss that may be caused to the State Government as a result of such false claim.

I also bind myself and my heirs, executants, administrators, legal representatives and assignees; we bind ourselves and the persons for the time being having control, over the assets and affairs.

Signed on _____ day _____ of, 20____.

WITNESSES	EXECUTANT
<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:	<u>WITNESSES:</u> Signature: Name: S/o, D/o, W/o: R/o:



Annexure XXII- Assessment Performa

Annual Consumption Performa of Raw material and production of finished goods for the year of _____ in favour of M/s _____

S N O	Name of the unit & address	Pmt. No./ EM II/ IEM/ Udyam No & date	Line of Activity	Date of Production of Original line & additional line (if any)	No. of Shifts.	No. of Worke rs Regula r Skilled	Un- Skilled	Total	No. & date of No Dues Certifi cate of PDD.
1	-2-	-3-	-4-	-5-	-6-	-7-	-8-	-9-	-10-
1									
Annual Assessment of Raw Material				Quantity	Total utilized capacity of raw material during _____				
					Local	Imported	Total		
-11-				-12-					
RAW MATERIAL PER ANNUM									
1.									
Annual Assessment of Finished Goods. (per annum)				Quantity	Total utilized capacity of finished goods during _____				
					Local	Export	Total		
-13-				-14-					

Declarations

I/ We hereby declare that the information given above is true and correct, to the best of our knowledge.

**Proprietor/Partner/Director/
Authorized signatory**

