Yamuna Expressway Industrial Development Auth

YEIDA

FUTURE IS HERE

The Emerging Hub for Medical Device in India



MEDICAL DEVICES PARK

YEIDA

Invites application for the allotment of plots in

Date of Opening	:	12.07.2024
Date of Closing	:	02.08.2024

YAMUNA EXPRESSWAY INDUSTRIALDEVELOPMENT AUTHORITY
First Floor, Commercial Complex, Block – P-2, Sector-Omega-I, Greater Noida – 201308
District – Gautam Budh Nagar (UP) Mob No: 7042144933, 7042144955
Website: www.yamunaexpresswayauthority.com

BROCHURE CUM APPLICATION FORM FOR ALLOTMENT

OF

INDUSTRIAL PLOTS

FOR

"MEDICAL DEVICES PARK"

In SECTOR-28, YEIDA

SCHEME CODE: YEA/IND – MDP (2024)– 04

Date of Opening	:	**12.07.2024**
Date of Closing	:	**02.08.2024**

ALLOTMENT OF INDUSTRIAL PLOTS
(For Non-Polluting Units)

Table of Contents

Table of Contents		*1*
Preface		*3*
Section I: Instructions to the Applicants		*8*
1.1.	*Definitions*	*9*
1.2.	*How to apply*	*9*
1.3.	*Language*	*9*
1.4.	*Applicant's responsibility*	*9*
1.5.	*Documents required with Application Form*	*9*
1.6.	*Allotment process*	*13*
1.7.	*Extension of time limit for deposit of Allotment Money*	*13*
1.8.	*Payment schedule*	*13*
1.9.	*Change in the name of applicant.*	*15*
1.10.	*Change of project/addition of new product (within target segment)*	*15*
1.11.	*Unsuccessful applicants*	*15*
Section II: Special conditions		*16*
2.1	*Construction*	*16*
2.2	*Implementation*	*16*
2.3	*Functional Certificate*	*16*
Section III: General terms and conditions		*18*
3.1.	*Execution of Lease Deed*	*18*
3.2.	*Lease Rent*	*18*
3.3.	*Location charges*	*18*
3.4.	*Possession of the plot*	*18*
3.5.	*Variation in actual area of allotted plot*	*18*
3.6.	*Surrender*	*18*
3.7.	*Change in Constitution (CIC)/ Change in Shareholding (CIS)*	*19*
3.8.	*Maintenance*	*21*
3.9.	*Mortgage*	*22*
3.10.	*Transfer of Plot (Within the target segment)*	*23*
3.11.	*Misuse, Additions, Alterations, etc.*	*24*
3.12.	*Indemnity*	*24*
3.13.	*Liability to Pay Taxes*	*24*
3.14.	*Overriding Power over dormant properties*	*25*
3.15.	*Cancellation*	*25*
3.16.	*Restoration (within target segment)*	*26*
3.17.	*Amalgamation and sub-division*	*26*
3.18.	*Other Clauses*	*26*
3.19.	*Incentive for early commencement of production by the unit, an incentive at the rate of Rs. 50/- per sqm. will be given on the following conditions.*	*27*
3.20.	*Renting of Industrial Premises (within target segment)*	*27*
3.21.	*Clause regarding first charge and security interest: -*	*28*
3.22.	*CLAUSES REGARDING EVENTS OF DEFAULT AND TERMINATION*	*28*
Section IV: Annexures		*30*
4.1.	*Application form*	*30*
4.2.	*Financial statement of turnover*	*33*
4.3.	*Financial statement of Net Worth*	*33*
4.4.	*Liquidity Certificate*	*34*
4.5.	*Annexure – A: Affidavit*	*35*
4.6.	*Annexure - B: Applicant Details*	*34*
4.7.	*Verification*	*34*
4.8.	*Annexure – C: List of eligible medical device products*	*36*
4.9.	*Annexure – D: Indemnity Bond for Ensuring the Quality Of Development/Construction*	*37*
4.10.	*Annexure – E: Eligibility Form*	*38*
4.11.	*Annexure – F: Qualification Form*	*38*
4.12.	*Annexure – G: Notification from CDCSO*	*40*
4.13.	*Annexure - H: Sample of Joint Venture Agreement*	*42*
4.14.	*Annexure- I: Incentives for Medical Device Park*	*46*
4.16	*Annexure J: Objective Parameters for Evaluation*	*54*
4.17	*Annexure: Illustrative representation of MD-5 License*	*56*
4.18	*Annexure: Illustrative represtation of MD-10 License*	*57*

ABBREVIATIONS

AIMED	*Association of Indian Medical Device Industry*
CEO	*Chief Executive Officer*
CIC	*Change in Constitution*
CT	*Computed Tomography*
EEG	*Electroencephalography*
FAR	*Floor Area Ratio*
FDR	*Fixed Deposit Receipt*
GC	*General Conditions*
GPA	*General Power of Attorney*
IV	*Intravenous therapy*
MPM	*Multiphoton Microscopy*
MRI	*Magnetic Resonance Imaging*
NABL	*National Accreditation Board for Testing ad Calibration*
NGT	*National Green Tribunal*
NOC	*No Objection Certificate*
NSC	*National Savings Certificate*
ROC	*Registrar of Companies*
SARFAESI	*Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest*
SC	*Special Conditions*
SPC	*Special Purpose Company*
YEIDA	*Yamuna Expressway Industrial Development Authority*
WHO	*World Health Organization*

PREFACE

The scheme document is applicable for allotment of Industrial plot having area up to 4000 sq mtrs. for design, manufacturing and testing of eligible medical devices as listed in the brochure electronic, electrical, electro-medical, radiological and biomaterial and other medical devices listed in the brochure in the Medical Devices Park located in Sector-28 of Yamuna Expressway Industrial Development Authority (herein referred to as 'YEIDA' or 'Authority' or 'Lessor'). The objective of the scheme is to provide financial incentive to boost domestic manufacturing and attract large investments in the Medical Device Sector.

Medical Device is defined as an instrument, apparatus, implement, machine, appliance, implant, in vitro reagent or calibrator, software, material or other similar or related article, intended by the manufacturing to be used, alone or in combination, for human beings for one or more of the specific purposes.

Eligible Target Segments:

Following Target Segments of Medical devices, will be eligible under this scheme:

i. *Cancer care / Radiotherapy medical devices*

ii. *Radiology & Imaging medical devices (both ionizing & non-ionizing radiation products) and Nuclear Imaging devices*

iii. *All implants including Implantable electronic devices*

iv. *Anesthetics& Cardio-Respiratory medical devices including Catheters of Cardio Respiratory Category & Renal Care medical devices*

v. *In Vitro Diagnostics*

Note: (Please refer Annexure C: List of eligible medical devices under the above target segments)

Applications are invited from eligible companies/firms for allotment of plots in the Medical Device Park for manufacturing of Eligible Target Segments related medical equipment.

About the Medical Device Parks:

YEIDA has been nominated as the State Implementation Agency by the Department of Pharmaceuticals, Ministry of Chemical & Fertilizers, Government of India for the development of Medical Devices Park (MDP) in Uttar Pradesh. Under the Scheme for Promotion of Medical Device Parks, development of Medical Devices Park spread across 350 acres is proposed in Sector 28 of YEIDA region.

The proposed Park will be in close proximity to the upcoming Noida International Airport, International Film City and other industrial park of the region. Works related to external and internal development of the Park - roads, drainage, sewerage etc. are in Progress. The investors are planned to be provided with following Common Infrastructural facilities in the Park:

A. **Common Facilities***: Central Warehouse, Centre of Excellence, Skill Development and Incubation Centre, Convention & Exhibition Center*

B. **Common Scientific Facilities:**

i. *CSF 1: Common IT Facility*

ii. *CSF 2: IMOT, AIML Zone*

iii. *CSF 3: Electronics system & Design Facilities, Sensor Testing & Integration Facility*

iv. *CSF 4: Electronics Calibration & Testing Facility*

v. *CSF 5: 3D Design, Rapid Prototyping & Tooling Lab, Mechatronics zone*

vi. *CSF 6: Display Zone, Components warehouse*

C. **Common Social and Support Facilities:** *Administrative Office Block, Incubation Centre, Common Office Complex for MU/CSFs + Showrooms*

Other management & support facilities: Food Court, Bank, Recreational Area, Gym, Public Utilities, Waste Management Facilities, Over Head Tank/Under Ground Reservoir (UGR) & Water Treatment Plant, Power Sub Station with power back up comprising of switch room & DG sets, Green Belt, Garden including Roads, Signage's, Pavements, Bus Stops

Note: 1. Incentives for Medical Device Park have been determined by U.P. Pharmaceutical Industrial (Second Amendment) Policy, 2018, under clause 12.5.

Note: 2. UP FDI, Fortune Global 500 & Fortune India 500 Companies Investment Promotion Policy 2023, link of the incentives are given below:

https://invest.up.gov.in/incentive-policy-2023/

DATA SHEET

S. No.	Head	Details
1.	*Date of opening of the scheme*	**12.07.2024**
2.	*Date of closure of the scheme/last date of submission of application form*	**02.08.2024**
3.	*Contact person, designation, and contact details (address and phone nos.) in the Authority office*	*Dr. Smita Singh* *Assistant General Manager Industry* *Mob. No. 9582404575* *Email Id- info.yeidamedicaldevicepark@gmail.com* *Email id – industry@yamunaexpreswayauthority.com*
4.	*Allotment method for the scheme*	*Through project presentation, subject to qualification objective criteria.*
5.	*Availability of scheme brochure*	*Downloadable from the Authority's website www.yamunaexpresswayauthority.com http://www.yamunaexpresswayauthority.com/*
6.	*Eligible entities*	a) *Proprietorship Firm* b) *Registered Partnership Firm* c) *Private Limited Company* d) *Public Limited Company* e) *Public Sector Undertaking* f) *Govt./ Semi Govt. undertaking/ Department* g) *Foreign Companies* h) *Indian Medical device manufacturing Companies with technology transfer and Knowledge partnership agreements with Foreign Companies with medical device manufacturing experience. (FDI rules and regulations shall be applicable)* ***Note:*** 1. *Consortium of any kind is not allowed.* 2. *Proposed company/Unregistered partnership is not allowed.* 3. *The above-mentioned entities must have at leasttwo years' experience in the manufacturing of medical device sector**(Annexure – C).*** 4. *An applicant may have only one allotment from one Firm/Company/Govt./Semi Govt. undertaking/departments in any scheme of MDP of YEIDA.*
7.	*Purchase cost of the scheme brochure*	*Free of cost.*

8.	Processing Fee	Non-refundable/non-adjustable processing fee of INR 15,000/- plus applicable GST for plot size upto 4000 sqm & INR 25,000/- plus applicable GST for plot size above 4000 sqm shall be deposited through online portal of YEIDA or RTGS/NEFT by generating challan from the portal.
9.	Registration money for allotment of plot	Adjustable/refundable amountequal to10 percent of total Premium of the plot forwhich application is being submitted. Theamount shall be deposited through online portal of YEIDA
10.	Allotment Money	30 percent of total Premium/cost of the plot after adjusting registration money within 60 days of issuance of Allotment Letter without interest. Applicant would have an option to pay full and final payment of the total Premium of the plot within 60 days from the issue of Allotment Letter. In such a case, 2% rebate will be given on the total Premium of the plot. In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period/extended period, the allotment of plot shall be cancelled, and 10% money deposited as registration amount shall be forfeited.
11.	Payment of instalment for the allotted plot	The payment of 70% premium shall be made in 10 (ten) equal half-yearly installments along with interest at a rate of 10% per annum. The first such installments will come due first, after six months of the date of issue of the allotment letter. It is clear that in case of default in payment as per schedule, an additional penal interest @3% compounded half-yearly with applicable GST shall be payable along with 10%+3% =13% p.a. on the defaulted amount and for the defaulted period. It shall be the responsibility of the allottee to deposit the due installment on due time. If the last date of deposit is a bank holiday, then the allottee shall deposit the installment on the next working day and it shall be treated as last date of deposit. Note:- Interest @10% P.A. is applicable from 1st July 2024 subject to the revision on 1st July& 1st January of each year as per Go. No. 1567/77-4-20-36N/20 dated 09 June 2020
12.	Processing Fee forMortgagepermission	INR 5,000/- plus applicable GST.
13.	Transfer charges	5% of the prevailing Premium amount of the plot along with the application of transfer of the plot plus applicable GST.
14.	Period of lease	The allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of Lease Deed.
15.	Location charges	In case the allotted plot is located on 30 mtr. Upto 4000 sqm or more wide roads and for above 4000 sqm 45 mt or more wide roadsor corner plot or plots facing the green belts/parks, the location charges shall be payable by the allottee/lessee @5% of the total premium for each preferential location subject to a maximum of 15% of the total land rate before execution of the lease deed in lump sum.

<table>
<tr><td>16.</td><td>Physical possession of the plot</td><td>i) Execution and registration of Lease Deed can be done only after a minimum payment of 30% of Premium and one year Lease Rent, in advance with applicable GST.
ii) However,Development work of land is under process.
iii) For the purpose of calculation of payment of Lease Rent and other statutory or scheme compliance, physical possession would be deemed to be handed over from the date of execution and registration of Lease Deed.</td></tr>
<tr><td>17.</td><td>Amalgamation or Sub-division of plot</td><td>No Amalgamation or sub-division shall be allowed on the allotted plots. The Allottee shall be solely responsible for the development/construction of all proposed activities as approved by the Authority.</td></tr>
<tr><td>18.</td><td>Norms of development</td><td>i) Norms related to permissible FAR, Ground Coverage, setbacks and permissible height shall be as per the applicable building regulations of YEIDA and as per the Scheme for promotion of medical device park guidelines, GoI
ii) Other norms for development/construction shall be as per the applicable Building Regulations of YEIDA and as per theScheme for promotion of medical device park guidelines, GoI
iii) No purchasable FAR shall be allowed.</td></tr>
<tr><td>19.</td><td>Permissible development activity</td><td>As per prevailing policy of YEIDA.</td></tr>
<tr><td>20.</td><td>Rate of allotment</td><td>Rate of industrial allotment shall be as below:
<table>
<tr><th colspan="2">Rate of Industrial Allotment Year – 2024-25</th></tr>
<tr><th>Size of Plot</th><th>Rate (in Per Sqm)</th></tr>
<tr><td>Upto 4000 Sqm</td><td>7360/-</td></tr>
<tr><td>Addition to 4000 to 8000 Sqm</td><td>6270/-</td></tr>
<tr><td>Addition to 8000 to 20000 Sqm</td><td>5320/-</td></tr>
<tr><td>Addition to 20000 to 40000 Sqm</td><td>4820/-</td></tr>
<tr><td>Addition to 40000 to 80000 Sqm</td><td>4660/-</td></tr>
<tr><td>Above 80000 Sqm</td><td>4480/-</td></tr>
</table>
Note: the allotment shall be made at the rate applicable on the date of allotment.</td></tr>
<tr><td>21.</td><td>Rate of annual Lease Rent</td><td>i. In addition to the Premium of plot, annual Lease Rent at the rates of 2.5% of the total Premium of plot with applicable GST, would be payable in advance. The Lease Rent is payable from the due date of the execution of the Lease Deed or the date of possession, whichever is earlier.
The Authority has the power to enhance the annual Lease Rent on expiry of every 10 years from the date of execution of the Lease Deed or handing over of the</td></tr>
</table>

		possession whichever is earlier, by an amount not exceeding 50% of the annual Lease Rent payable at the time of such enhancement. *ii.* **Consequences of default in payment of Lease Rent:** *In case of default in payment of Lease Rent, interest @ 10% + 3% = 13% p.a. with applicable GST shall be charged on the defaulted amount for the defaulted period compounding half-yearly.* *iii.* **One-time Lease Rent:** *The Allottee/Lessee shall have the option to pay a lump sum amount equivalent to 11 times, of the prevailing annual Lease Rent (27.5% of the total Premium of plot with applicable GST) at the time of deposit of one time Lease Rent in lump sum. The Lease Rent policy, as amended from time to time, shall be binding on the Allottee/Lessee.* **Note: If the allottee chooses the option to pay annual lease rent at the time of execution of lease deed, he/she can subsequently exercise his option to pay one time lease rent indicated above.** *iv. If the Allottee opts for the payment of one time Lease Rent, the payments made towards annual Lease Rent earlier shall not be considered while computing the amount of one time Lease Rent. If the payments of due annual Lease Rent have not been made, they shall be paid first and shall not be considered in the computation of one time Lease Rent.*
22	*Medical Device Park Incentive*	*Please refer to Annexure I for Incentives offered by Government of Uttar Pradesh.*

Note: GST shall be chargeable as per applicable rates at the time of payment









Section I: Instructions to the Applicants

1.1. Definitions

The key definitions for the purpose of this scheme document are as follows:

a) *"Authority" means the Yamuna Expressway Industrial Development Authority (YEIDA).*

b) *"Authorized Bank" implies the bank that has been mentioned in the brochure by the Authority.*

c) *"Allotment Letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application is submitted.*

d) *"Allotment Money" is the amount as prescribed in the scheme brochure and is expected to be deposited by the Allottee within the given time period.*

e) *"Allottee/Lessee" is the person/legal entity whose application for allotment has been approved by the competent officer.*

f) *"Allotment Committee" is a committee constituted at the Authority for reviewing the applications of the applicants whose application has been received for allotment under the advertised scheme.*

g) *"The Yamuna Expressway Industrial Development Area Building Regulations" as notified by the Authority for development of land and construction of buildings.*

h) *"Completion Certificate" refers to the certificate issued by the Authority once the project has been completed.*

i) *"Contract" means the Contract signed by the Parties and all the attached documents which includes General Conditions (GC), the Special Conditions (SC), and the Appendices.*

j) *"Day" means calendar day.*

k) *"Functional Certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as functional/operational.*

l) *"Government" means the Government of Uttar Pradesh.*

m) *"Net worth" from Financial Statement, where Net worth shall be calculated as below:*

   a. *In case of a Company: Net Worth is the Paid-up share capital (excluding share application money) plus Reserves and surpluses (excluding revaluation reserve) less Preliminary and preoperative expenditure; less Miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. (Figures are to be taken from the last audited balance sheet of the Company).*

   b. *In case of a Partnership firm: Contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the firm excluding intangible assets, if any.*

n) *"Lease Rent" is the amount paid by the Allottee/Lessee to the Lessor as rental against the property allocated to the Allottee/Lessee.*

o) *"Lease Deed" is a contractual agreement by which Lessor conveys a property to Allottee/Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.*

p) *"Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is YEIDA.*

q) *"Transfer deed" refers to the Document (instrument) by which a property (herein land) is conveyed from its owner (in this case YEIDA) to its tenant.*

r) *"Occupancy Certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations.*

s) *"Premium" referred to in this document means total amount payable to the Authority for allotted land.*

t) *"Lessee" is the person/entity who holds a lease of a property which was given to another person/entity for all or part of a property.*

u) *"Mutation Letter" is the letter issued by competent Authority for change of name on a property.*

v) *"Foreign Investment" means any investment made by a person resident outside India on a repatriable basis in capital instruments of an Indian company.*

w) *"Foreign Direct Investment" is the investment through capital instruments by a person resident outside India (a) in an unlisted Indian company; or (b) in 10 percent or more of the post issue paid-up equity capital on a fully diluted basis of a listed Indian company.*

x) **Availability of plots & rate of allotment-**

Medical Devices Park (in sector-28)

S. N.	Size of Plot (in sq. mtrs)	No of Plots	Rate of allotment (Rs./ Sqm.)	Total Premium of plot (Rs.)	Registration Amount (10%) (Rs.)
1.	*1000*	*19*	*7360/-*	*73,60,000 /-*	*7,36,000/-*
2.	*2100*	*06*	*7360/-*	*1,54,56,000/-*	*15,45,600/-*
3.	*2600*	*02*	*7360/-*	*1,91,36,000/-*	*1913600/-*
	Total	**27**			

Note 1: *Number of plots may increase/decrease as indicated in the above respective categories.*

Note 2: *The allotment shall be made at rate applicable on the date of allotment, rates may be amended as per policy of YEIDA.*

Note 3: *GST liability as per applicable rates at the time of payment shall be borne by the allottee itself under Reverse Charge Mechanism vide Notification No. 13/2017 S. No.5, 5A dated 28/06/2017.*

Note.4: *Interest @10% P.A. is applicable from 1st July 2023 subject to the revision on 1st July & 1st January of each year as per Go. No. 1567/77-4-20-36N/20 dated 09 June 2020.*

1.2. How to apply

1.2.1. The scheme brochure can be downloaded from the Authority's website www.yamunaexpresswayauthority.com. The application shall be submitted online through Single Window Portal & Nivesh Mitra website www.niveshmitra.up.nic.in. Processing fee and registration money as given in Data Sheet shall be deposited online payment gateway portal of YEIDA on or before closing date.

1.3. Language

The document for this scheme shall be in English language.

1.4. Applicant's responsibility

1.4.1. It is assumed that before submitting the application, the Applicant has made complete and careful examination of the following: -

- *The eligibility criteria and other information/requirements, as set forth in the Brochure.*
- *All other matters that may affect the Applicant's performance under the terms of this scheme including all risks, costs, liabilities and contingencies.*
- *Incomplete application or misrepresentations/suppression of the material facts may lead to cancellation before/after screening.*

1.4.2. YEIDA shall not be liable for any mistake or error or negligence by the Applicant.

1.5. Documents required with Application Form

Following documents, duly signed by the applicant on each page shall be enclosed with the application form for registration:

1.5.1. Minimum Eligibility/Qualification Criteria

1. Eligible Entities/Companies/Firms

1. Indian Companies with CDSCO & Manufacturing License

Note: *As per notification vide reference number: 29/Misc/03/2022-DC(94) dated 11th July, 2022& 29/Misc/03/2022-DC(257), dated: 30th Sep 2022from Government of India, Director General of Health Services Central Drugs Standard Control Organization (CDSCO) non-notified medical devices of Class A & Class B categories are scheduled to enter licensing regime with effect from 1st October 2022. Notification is attached in* **Annexure-G.**

The eligibility criteria to participate in this scheme will be defined as follows:

- *Indian Company must have prior experience of two years in manufacturing of targeted segment of medical device.*
    - *Companies Profile*

- *Details of Directors/Shareholders/Partners etc., as per legal status*
- *Applicable registration documents – Certificate of Incorporation, Board Resolution for setting up the Project, PAN CARD/Aadhaar Card (In case of Proprietorship), Partnership Registration Certificate, Partnership Deed(form A&B) etc.*
- *GST Registration Certificate*
- *GST return for the past two Financial Years: 2022 – 2023, 2023-24.*
- *Audited Balance Sheet for the past two Financial Years: 2021 – 2022, 2022-23*
- *Positive Net worth/Surplus investable funds from audited Financial Statement, certified by the Chartered Accountant.*
    - *Own funds-liquidity certificate(not older than 6 months from the date of issuance of scheme) from any nationalized/scheduled bank*
    - *Photocopy of listed Company's Shares/NSCs/Bonds/FDRs, if applicable.*
- *Annexure- C - Allottee must mention in 100 words in which category the company/product falls in and why*
- *Annexure-A*
- *Annexure-D*
- *Proof of Manufacturing*
    - *Factory Photograph.*
    - *Sales invoice copy (at least 1 for each year)*
    - *HSN Code of the product being manufacture*

- *Indian Company must have valid manufacturing license from their respective Competent Authority.*
    - *Factory License*
    - *Valid license from Central Drug Standard Control Organizations – CDSCO*
    - *Quality certificate (Existing target segment)*
        - *ISO 13485.*
        - *Product evaluation report/validation report for* BIS
        - *Indian Certification/license of Medical Devices in the target segment, as follows:*
            - *Class A, Class B (State Licensing Authority): Manufacturing License/Loan License – Permission: MD 5 (illustrated in annexure 4.17)*
            - *Class C, Class D (Central Licensing Authority): Manufacturing License/Loan License – Permission: MD 10 (illustrated in annexure 4.18)*
            - *License for Commercial production of Medical Diagnostic X - Ray Equipment: Issuing Authority Atomic Energy Regulatory Board and Compliance from Atomic Energy Act, 1962, Atomic Energy (Radiation Protection) Rules 2004*
- *Indian Company must propose medical device from eligible target segments, as per the indicative list given in "Annexure C".*
    - *Proposed Project Report*
        - *Feasibility report*
        - *Three years projected cash-flow.*
        - *Land use pattern certified by architect*
        - *Proposed Medical Devices HSN Code*
        - *Details of proposed Plant and Machinery*
        - *Flowchart showing manufacturing process*

- *Statement of sources of funds*
- *Power requirement*
- *Total Investment*
- *Implementation Schedule*

1. **Foreign Companies with Medical Devices Manufacturing Experience (Direct Allotment)**

In consolidated FDI policy, a notification (DPIIT File Number 5(2)/2020-FDI Policy Dated the October 15, 2020) from DPIIT, Ministry of Commerce and Industry Government of India, issued in which FDI Investment up to 100 % Foreign Companies/Investors are allowed to manufacturing of Medical Devices.

Under this FDI policy, YEIDA invites the foreign companies/investors to invest in medical device park, Sector 28 YEIDA. The eligibility criteria to participate in this scheme will be defined as follows:

- *Foreign Company must have prior experience of two years in manufacturing of targeted segment of medical device.*
  - *Companies Profile*
  - *Details of Directors/Shareholders/Partners etc., as per legal status*
  - *Applicable registration documents – Certificate of Incorporation, Board Resolution for setting up the Project, Partnership Registration Certificate, Partnership Deed etc.*
  - *Audited Balance Sheet for the past two Financial Years: 2021 – 2022, 2022-23.*
  - *Positive Net worth/Surplus investable funds from audited Financial Statement, certified by the Chartered Accountant.*
  - *Own funds-liquidity certificate*
  - *Photocopy of listed Company's Shares/Bonds/FDRs, if applicable.*
  - *Annexure- C - Allottee must mention in 100 words in which category the company/product falls in and why*
  - *Annexure- A*
  - *Annexure- D*
  - *Proof of Manufacturing*
    - *Factory Photograph.*
    - *Sales invoice copy (at least 1 for each year)*
    - *HSN Code of the product being manufactured*
- *Foreign Company must have valid manufacturing license from their respective Competent Authority.*
- *All documents of Foreign companies must be certified from their competent authority.*
  - *Respective Manufacturing License, as applicable*
  - *Respective Quality Certificate (Existing target segment), as applicable*
- **Foreign Company must propose medical device from eligible target segments, as per the indicative list given in *"Annexure C".***
  - *Proposed Project Report*
    - *Proposed Medical Devices HSN Code*
    - *Details of proposed Plant and Machinery*
    - *Flowchart showing manufacturing process*
    - *Statement of sources of funds*
    - *Power requirement*
    - *Total Investment*
    - *Implementation Schedule*

Foreign Company must apply for Apostille as the process mentioned by Ministry of External Affairs (https://www.mea.gov.in/apostille-menu.htm)

- *Foreign Company must submit the attested document with Apostille sticker within 60 days of the allotment. If fails to submit within the timeline, the allotment committee will decide on such matter.*

  Note: Applicant may check the FDI policy and for detailed information link https://dpiit.gov.in/sites/default/files/FDI-PolicyCircular-2020-29October2020_0.pdf.

- *Direct allotment will be awarded to foreign company (if selected) and additional 6 months' period would be given to selected foreign company to register asSpecial Purpose Vehicle companywhich can be fully (100%) owned by foreign investor/ parent company.*

1. Foreign companies can form JV with Indian companies [any percentage of equity/Knowledge Partner/ provisional contract]

The eligibility criteria to participate in this scheme will be defined as follows:

- *Foreign Company must have prior experience of two years in manufacturing of targeted segment of medical device.*
    - *Companies Profile*
    - *Details of Directors/Shareholders/Partners etc., as per legal status*
    - *Applicable registration documents – Certificate of Incorporation, Board Resolution for setting up the Project, Partnership Registration Certificate, Partnership Deed etc.*
    - *Audited Balance Sheet for the past two Financial Years: 2021 – 2022, 2022-23*
    - *Positive Net worth/Surplus investable funds from audited Financial Statement, certified by the Chartered Accountant.*
    - *Own funds-liquidity certificate (for proportionate investment)*
    - *Photocopy of listed Company's Shares/Bonds/FDRs, if applicable.*
    - *Annexure- C - Allottee must mention in 100 words in which category the company/product falls in and why*
    - *Annexure- A*
    - *Annexure- D*
    - *Proof of Manufacturing*
        - *Factory Photograph.*
        - *Sales invoice copy (at least 1 for each year)*
        - *HSN Code of the product being manufacture*
- *Foreign Company must have valid manufacturing license from their respective Competent Authority.*
    - *Respective Manufacturing License, as applicable*
    - *Respective Quality Certificate (Existing target segment), as applicable*
- *Foreign Company must propose medical device from eligible target segments, as per the indicative list given in "Annexure C".*
    - *Proposed Project Report*
        - *Proposed Medical Devices HSN Code*
        - *Details of proposed Plant and Machinery*
        - *Flowchart showing manufacturing process*
        - *Statement of sources of funds*
        - *Power requirement*
        - *Total Investment*
        - *Implementation Schedule*
- *Foreign Company must apply for Apostille as the process mentioned by Ministry of External Affairs (https://www.mea.gov.in/apostille-menu.htm)*
- *Foreign Company must submit the attested document with Apostille sticker within 60 days of the allotment. If fails to submit within the timeline, the allotment committee will decide on such matter.*

  Note: Applicant may check the FDI policy and for detailed information link https://dpiit.gov.in/sites/default/files/FDI-PolicyCircular-2020-29October2020_0.pdf.

Note: UP FDI, Fortune Global 500 & Fortune India 500 Companies Investment Promotion Policy 2023, link of the incentives are given below:

https://invest.up.gov.in/incentive-policy-2023/

- *Technology transfer/knowledge partnership (or equivalent) agreements should be valid for atleast 5 years or till it becomes functional whichever is later.*
- *At least one Indian company should be medical device manufacturer.*
- *Provisional Contract of Joint Venture shall be submitted to Authority.*
- *Maximum 3 members are allowed in Joint Venture, among them one Indian & one foreign company is mandatory.*

Note:

- *Sample JV agreement is attached in Annexure-H*

Note:

- *If allotment/lease deed is to be done in favor of an SPV or JV, the parent Foreign Company or JV partners respectively will be liable to comply with all terms and conditions of brochure/allotment/lease deed.*
- *Company must adhere to the FDI policy, Foreign Exchange Management Act, and RBI guidelines of the Government of India*
- *Proposal for foreign investment, along with supporting documents to be filed online, on the Foreign Investment Facilitation Portal, at the following URL:* www.fifp.gov.in/
- *Foreign Company must register a Special Purpose vehicle Company in India under the Companies Act, 2013*

1.6. Allotment process

1.6.1. Scrutiny of applications:

*The application will be submitted online through Single Window PortalNivesh Mitra website*www.niveshmitra.up.nic.in.*will be scrutinized by the scrutiny committee without any physical touch as per the Govt. order No. 4071 dated 23.12.2020.*

1.6.2. Allotment of plots:

- *Up to 4000 sqm & Above 4000 sqm: The eligibility for allotment shall be decided on the basis of marks obtained equal to or more than 60% of 90 marks (total of the parameters enlisted from s.no. 1 to 8 of the Annexure J) i.e 54 marks, following which the applicant shall be called for project presentation. The success for allotment shall be decided on the basis of marks obtained in the objective parameter (as per Annexure J). The Allotment Letter shall be issued online based on merit. The allotment letter will be issued digitally signed. Unsuccessful applicants will be refunded the registration amount deposited without interest within three months from the date of project presentation through e-banking/RTGS/NEFT.*

1.6.3. Deposit of Allotment Money: *Applicant has to deposit Allotment Money as mentioned in Data Sheet.*

In case the due Allotment Money as mentioned above is not deposited within the stipulated period, the allotment of plot shall be cancelled without giving any opportunity in this regard the registration money shall be forfeited.

1.7. Extension of time limit for deposit of Allotment Money

No extension regarding time period will be allowed for the deposit of Allotment Money. In case of defaultin payment, the Allotment will be cancelled and 10% of the registration money will be forfeited by the Authority. However, in exceptional circumstances, the CEO may allow a time extension of maximum60 days with penal interest of 10%+3%= 13% plusapplicable GST for the extended periodin case of plot area upto 4000 sqm and time extension for Plot area above 4000 sqm of maximum 120 days with penal interest 10%+3%= 13% plus GST for the extended period.

- *The YEIDA may, without assigning any reason, add one or more plots in the scheme and/or withdraw any one or all of the plots from the scheme at any stage. The size of the plot may be increased or decreased.*
- *The YEIDA may accept or reject any offer or cancel the scheme, and its decision in this behalf shall be final and binding on the applicants.*

- *There will be no correspondence on issues/ground raised in Disqualified applicants.*
- *For further inquiries contact: Industry Department, Yamuna Expressway Industrial Development Authority, First Floor, Commercial Complex, Block-P2, Sector-Omega-1, Greater Noida, Uttar Pradesh, 201308 between 11.00 AM to 02.00 PM.*

1.8. Payment schedule

i. **Payment of Installments Money:** *Allottee has to pay balance 70% of the total premium in 10 (ten) equal half yearly installments with interest @ 10% per annum. The first such installment will come due first, after six month of the date of issue of the allotment letter. It is clear that in case of default in payment as per schedule, an additional penal interest @ 3% compounded half yearly with applicable GST shall be payable along with 10%+3%=13% p.a. on the defaulted amount and for the defaulted period. It shall be the responsibility of the Allottee to deposit the due installment on due time. If the last date of deposit is a bank holiday, then the Allottee shall deposit the installment on the next working day and it shall be treated as last date of deposit.*

ii. **Prepayment of Installment Money:** *Pre- payment of outstanding Premium is allowed.*

iii. *The payments can be made online on Authority's payment gateway portal.*

The Allottee shall also deposit due stamp duty (Stamp duty calculation should also be verified from the concerned Sub Registrar, Gautam Budh Nagar by the Allottee himself/themselves) for Lease Deed in treasury of district Gautam Budh Nagar and should produce a certificate to the affect in relevant department at YEIDA within 60 days from the issue of Check List.

i. **Intimation of payment to YEIDA:** *After depositing the installment through the online portal of YEIDA or through RTGS/NEFT, the Allottee shall intimate the same to YEIDA through a written intimation or through an email.*

ii. **Payment at Allottee's own risk:** *In case the Allottee violates any conditions of allotment, the rights of the Authority will not be affected in any way irrespective of accepting any payment made by Allottee. No right shall accrue to the Allottee, if the plot allotted/handed over to the Allottee is cancelled, despite the fact that the Allottee has made the entire or partial payment, against the allotment to the Authority.*

iii. *In case of default in payment of three consecutive installments, allotment may be cancelled by the Authority.*

iv. **Adjustment of deposited payments:** *The payment made by the Allottee/Lessee will first be adjusted towards the penal/interest due, if any, and Lease Rent payable and thereafter the balance will be adjusted towards the installment due.*

v. **Difference in the area of land allotted:**

a. *The area of the plot allotted or handed over may vary from the size of the plot in Allotment Letter/ applied for. If area of the plot in the Allotment Letter issued and actual area handed over to the Allottee / lessee is found to be more or less than the area intimated, a proportionate change in the amount of the Premium would be made. The Allottee has to accept the allotment, if the variation in the size of plot is up to 10% of the area applied for. No dispute/ objection by the lessee would be entertained on the ground of variation in the size of plot. Allottee/ lessee would have no right for change of plot or refund of money deposited by him on this account. If the variation between the plot area applied for and the area allotted is more than 10% and Allottee is unwilling to accept the enhanced or reduced area, the Allottee would have the right to decline the allotment and the deposits made with YEIDA would be refunded without interest, provided that the Allottee applies for refund within 30 days from the date of issue of Allotment Letter or within 30 days from the date of issue of checklist as the case may be.*

b. *With regard to the variation in the area of plot allotted, the applicant shall deposit the amount equivalent to the extended percentage of the total Premium at the current prevailing rate of allotment with lease rent along with payable GSTand should be deposited within 60 days from the date of issue of checklist.*

vi. *The Allottee/Lessee shall not claim/be entitled for any benefit/ relaxation on the ground that*

the contiguous land has not been made available/handed over. In such an event, the due date of payment of installment shall not be changed in any case and Allottee/Lessee shall have to pay due installment along with interest on due date.

Variation in the cost of land: *In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No-litigation incentive to the farmers by order of the Court, by the Authority or by the State Government, the Allottee/Lessee will have to pay the additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.*

1.9. Change in the name of applicant.

Application made once in the name of Applicant shall not be changed, thus any Change in the name of the applicant will not be allowed under any circumstances. However, the company and firm applicants may change their name as allowed to them as per the provisions of the Companies Act and Partnership Act.

1.10. Change of project/addition of new product (within target segment)

The request for change of project can be considered by CEO of YEIDA subject to the following conditions:

i. *The Allottee is not a defaulter and must have deposited the Allotment Money along with interest, if any.*

ii. *The allottee has to apply along with project report for the new project/new product is within the target segments mentioned under this scheme.*

iii. *The terms and conditions shall not change if there is a change in the project/new product.*

1.11. Unsuccessful applicants

The registration money of unsuccessful applicants shall be returned to them without interest, if the period of deposit of such money with YEIDA is less than one year. However, if the period of deposit is more than one-year, simple interest shall be paid at SBI saving bank's interest rate for the period of deposit exceeding 1(one) year.



Section II: Special conditions

2.1 Construction

2.1.1. *The Allottee/Lessee shall construct the building after getting proper approval of the building plan from the concerned department of YEIDA in writing.*

2.1.2. *The Allottee/ Lessee shall complete construction within prescribed time limit i.e. 24 months from the date of execution of Lease Deed.*

2.1.3. *The Allottee/ Lessee shall complete construction of buildings as per approved plans and obtain completion/ occupancy certificate from YEIDA for minimum area as prescribed in Building Regulations of the YEIDA.*

2.2 Implementation

2.1.4. *Norms of Development-as per Building Regulations of YEIDA.*

2.1.5. *The Allottee will commence the construction after taking over physical possession of the plot as per approved building plan and inform in writing to YEIDA about timely completion of the approved project.*

2.1.6. *The Allottee/ Lessee / Transferee will adhere to the schedule of construction of the building as per the building regulations of YEIDA.*

2.1.7. *The Allottee shall be liable to complete the project as per the schedule given by him in the land use pattern of the project report and shall inform the authority in writing in the prescribed format.*

2.1.8. *If Completion Certificate(which can be obtained online through Single Window Portal - Nivesh Mitra website www.niveshmitra.up.nic.in) for full project (within 24 months from the date of lease/ possession) is not taken by the Allottee as per the schedule, time extension charges shall be payable by the Allottee as decided by YEIDA.*

2.1.9. *The Allottee/ Lessee shall achieve minimum applicable FAR according to the Building Regulations of YEIDA and scheme for promotion of Medical Device Parks and obtain Completion Certificate of the project from YEIDA within the time limit.*

2.1.10. *Extension for completion of First Phase: Normally no extension for completion would be granted.*

2.1.11. *In case of non- adherence to the aforementioned schedule for obtaining Completion Certificate from YEIDA, the plot shall be cancelled and/or lease shall be determined. On such cancellation/finalization, 20% of the total Premium will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon, with the Allottee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest excluding penal interest/ interest, lease rent and other charges.*

2.3 Functional Certificate

It will be essential to obtain Functional Certificate from YEIDA within 24 months from the date of execution of lease deed. Following documents are required to be submitted online through Single Window Portal & Nivesh Mitra

2.1.1 *website*www.niveshmitra.up.nic.in *to obtain Functional Certificate- Building Completion Certificate as per building regulations of YEIDA-*

i. *No dues certificate (can be obtained online through Single Window Portal & Nivesh Mitra website*www.niveshmitra.up.nic.in*).*

ii. *Any two Utility Bills (i.e. first electricity bill of permanent connection or documents for installation of permanent connection/ telephone bill/ water charges bill).*

iii. *Copy of bills for equipment/ Plant & Machinery/ Lab as per project report submitted.*

iv. *Meter ceiling certificate of electricity connection.*

v. *First sale invoice of finished product.*

2.1.2 *The Functionality of the unit will be indicated in the certificate on behalf of meter ceiling certificate of electricity connection/first sale of finished product.*

2.1.3 **Penalty for not obtaining Functional Certificate:** *In case of failure to obtain Functional Certificate within 24 months from the date of execution of lease dead, the Allottee may be allowed by the CEO a further extension of 6 months as a grace period on the basis of valid reasons of delay.*

If the unit has not become functional after the expiry of 30 months including grace period, an interdepartmental committee will be constituted to review the progress of the project by the order of CEO/Lessor. The committee will submit an inspection report regarding the effective steps taken by the unit to make the unit functional before the lessor then lessor will take decision for further extension based on merits of virtue/factual evidences. The decision taken by the CEO/Lessor will be final and binding on the allottee.

NOTE:-*In exceptional circumstances if time extension is demanded by the allotee for obtaining functional certificate, CEO/lessor may allow time extension with respect to the guidelines of scheme for promotion of Medical Device Park on the following conditions :-*

vi. *One year's extension can be granted on the payment of penalty equal to 4% of the total premium of the plot with the approval of CEO YEIDA.*

vii. *In case the unit is not made functional even after above extension, the unit has to apply for 2nd extension with adequate explanations of the grounds of delay. A further extension of a maximum one year can be granted by the CEO on payment of 1% per month of the current rate if the special circumstances are found convincing.*

In case of non- adherence to the aforementioned schedule for obtaining Functional Certificate from YEIDA, the plot shall be cancelled and/or lease shall be determined. On such cancellation/ determination, 20% of the Premium will be forfeited and the Lessor shall resume possession of the plot, along with any structure thereon, with the Allottee having no right of claim or compensation thereof. The balance amount deposited shall be refunded without any interest.



Section III: General terms and conditions

3.1. Execution of Lease Deed

3.1.1. YEIDA shall be required to issue a check list for the execution of Lease Deed to the Allottee within 15 daysfrom the date of receiving the lease plan from the concerned department.

3.1.2. The Allottee is required to execute the Lease Deed and take the possession within 60 days from the date of issuance of the checklist.

3.1.3. In case of failure to execute the Lease Deed and taking over of possession within the above-stipulated time period, the allotment shall be cancelled and 10% of the entire amount deposited with YEIDA would be forfeited.

3.1.4. In exceptional circumstance, the CEO may grant extension of time up to a maximum period of 180 days for execution of Lease Deed and taking over of possession. This extension shall be granted on the basis of payment equivalent to 2.5% of total Premium with applicable GSTin case plot size is upto 4000 sqm &plot above 4000 sqm 3% of total premium with applicable GST on a pro rata basis for the delayed period. Further extension for the execution of Lease Deed shall not be provided in any circumstances and action shall be taken as per the provision of 3.1.3.

3.1.5. Documentation charges: The stamp duty, registration charges and all legal expenses involved in the execution and registration of Lease Deed, as stated above, and all other incidental expenses shall be borne by the Allottee. The rate of stamp duty shall be applicable as per the notification issued by the state government from time to time.

3.1.6. Period of lease: Allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of Lease Deed.

3.2. Lease Rent

Details as per Data Sheet

3.3. Location charges

Location charges shall be payable by the Allottee/ Lessee on the total Premium before execution of Lease Deed in lump sum. The rate would be as mentioned in the Data Sheet.

3.4. Possession of the plot

3.4.1. Possession of allotted plot will be handed over to the Allottee/ Lessee on the date of execution of Lease Deed

3.4.2. Execution and registration of Lease Deed can be done only after a minimum payment of 30% of Premiumand one year Lease Rent, in advance subject to condition that acquired/Purchased land of the allotted plot is under the possession of the authority.

3.4.3. For the purpose of payment of Lease Rent and other statutory/obligations or scheme compliance the dateof physical possession shall be treated from the date of execution of Lease Deed.

3.5. Variation in actual area of allotted plot

Details given in previous section regarding variation of area.

3.6. Surrender

3.6.1. The Allotteecan surrender the plot to the Authority and the application shall be submitted online through Single Window Portal & Nivesh Mitra website: www.niveshmitra.up.nic.in before its cancellation.

In the case of Surrender: -

i. *The allottee can surrender the plot before cancellation by the lessor.*

- *a After draw and before issue of allotment letter, 10% of the registration amount shall be forfeited.*
- *b Within 30 days from the date of issuance of allotment letter, registration amount shall be forfeited.*
- *c If surrender is made after 30 days from the date of issuance of allotment letter 20% of premium or the amount deposited upto the date of surrender, whichever is the least, shall be forfeited and along with any structure thereon with the allottee have no right of claim or compensation thereof. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refunded at any stage.*

***Note**: The date of surrender in above case shall be the date on which application is received at the Single window portal on Nivesh Mitra. No subsequent claim on the basis of postal certificate will be entertained.*

ii. *The request for surrender shall contain signatures of Allottee/Lessee along with:*

a. *In case of incorporated company / society/charitable society/trust the request should be supported by the Certified Copy of the Resolution of Board of Directors / Executives.*

b. *In case of registered partnership firm application should be signed by all of its partners.*

iii. *The Allottee has to execute surrender deed, if Lease Deed/transfer deed has been executed then all the original legal documents are to be surrendered unconditionally to the authority.*

iv. *The date of surrender in above case shall be the date on which application is received at the single window portal on Nivesh Mitra. No subsequent claim on the basis of portal certification will be entertained.*

v. *A cancelled cheque of allottee has to be submitted to the Authority.*

vi. *A cancelled cheque of allottee has to be submitted to the Authority.*

3.7. Change in Constitution (CIC)/ Change in Shareholding (CIS)

3.7.1. Change in Constitution/CIC/CIS may be of two types as under:

i. *Change from one status (i.e. Proprietorship, Partnership, LLP, Pvt. Ltd. Company, Public Ltd. Company) to another on choice of Proprietor, Partners, and Shareholders with a view to re-organize the business.*

ii. *Change within the status i.e. re-constitution of partnership firm by exclusion/retiring of some partners and/or introducing/adding some partners.*

3.7.2. Change in constitution may take place either voluntary or mandatory i.e. by the order of court or change in law or due to death of Proprietor, Partner. Shareholders etc.

3.7.3. There shall be following important principles of CIC/CIS Policy:

i. *In all voluntary cases (i.e. non-mandatory), there shall be restriction on change in ownership/shareholding for more than 49% of holding patterns given at the time of allotment till unit becomes functional (in case of Industry) and till Completion of all phases in rest of cases. All voluntary/non- mandatory CIC/CIS cases will be liable to pay CIC/CIS charges.*

ii. *Mandatory CIC/CIS cases shall be:*

- *Death of Proprietor/Partners/shareholder (on presenting/providing succession certificate of civil court).*
- *Amalgamation/ merger/takeover pursuant to any order/scheme of the competent court/Tribunal Government order (not including voluntary amalgamation/ merger/takover).*
- *Change in law or other cases (Government order/YEIDA policies/Board decisions). In all above mandatory cases no CIC/CIS charges will be applicable if so directed by competent court/ Government order/ Board decision, as the case may be.*

Further, above mandatory CIC/CIS shall not include any scheme of amalgamation, take over, merger or demerger etc. are framed between two or more entities in the ordinary course of business as part of their corporate/ business strategy, as it is a procedure of mere sanction to such a scheme by the competent Authority/Tribunal/Court. In such case Standard Transfer charges will be applicable

iii. *In non-mandatory CIC/CIS cases where CIC/CIS does not affect existing ownership/ shareholding then no CIC/CIS charges shall be applicable.*

iv. *If there is only change in name of the business entity i.e. Proprietorship, Partnership, LLP, Pvt. Ltd. Company, Public Ltd. Company, Society, Trust etc. (ownership/shareholding should not be changed to any extent) then no CIC/CIS charges shall be applicable.*

v. *If there is only change of Directors of the Company i.e. Pvt. Ltd. Company, Public Ltd. Company (ownership/shareholding should not be changed to any extent) then no CIC/CIS charges shall be applicable.*

vi. *If amalgamation/ merger/takeover in general or by way of invoking and transfer of*

pledged shares whether it is voluntary or on request of allottee for business purpose then full CIC/CIS charges shall be applicable.

vii. *The change in shareholding/ownership shall be considered as change in constitution. Therefore there will not be separate policy for change in shareholding. All requests for change in shareholding will be processed in accordance with policy of CIC/CIS.*

viii. *In case of change in shareholding among Blood relation as prescribed below: Father, mother, brother, sister, son, daughter, husband, wife & grandchildren, no CIC/CIS charges shall be applicable.*

ix. *In case of listed Company, any change in shareholding of promoters, shall be considered as change in shareholding thereby CIC/CIS will be charged accordingly.*

x. *The CIC/CIS shall be done only in cases where the applicant produces No Dues from the concerned departments of the Authority.*

3.7.4. **Charges in case of CIC/CIS:**

i. *Standard charges means charges equivalent to transfer charges (on current reserve price/ allotment rate & bid rate at the time of transfer, whichever is higher) prevailing at the time of application. Full CIC/CIS charges i.e. standard charges shall be collected in all cases not covering under 3.2 and all other relatives mentioned in 3.8*

ii. *In case if CIC/CIS the CIC/CIS deed has to be executed within 90 days of the permission given by the Authority.*

- *Full CIC/CIS charges i.e. standard charges will be collected in all cases.*
- *In case change in constitution is less than 100% of shares/holdings, the charges for CIC/CIS shall be calculated on a pro-rata basis (Total CIC/CIS charges applicable X Percentage change in shares). But change in shareholding should not be more than 50% of the whole stake i.e. controlling stake, in such type of cases 100% i.e. full CIC/CIS charges will be applicable because more than 50% stake transfer results in transfer of the whole asset/property.*
- *The Change in constitution shall not result in change in the ownership otherwise charges shall be applicable.*
- *When the shareholders/ partners change the ratio of their shares internally then charges will be levied in gaining ratio of the shares.*
- *In case of society, if society changes its general body members, shall be treated as change in constitution and CIC/CIS charges shall be charged in accordance with as change in shareholding in case of companies. However, if terms & conditions of brochure/lease deed does not allow the change, then change in member shall not be allowed.*
- *In case of CIC/CIS/ CIS, Allottee will have to intimate YEIDA within 45 days of such changes in CIC/CIS & CIS. After 45 days allottee has to pay Rs. 5000/- per month as penalty.*

3.7.5. **Procedure for Change in Constitution/Shareholding**

i. *Change in constitution may be allowed by CEO as per prevailing policy of the Change in constitution of YEIDA on completion of required formalities as decided by the lessor from time to time in the following manner along with Application and Processing fee of Rs. 10,000/-in the shape of a bank draft or online through Net banking, RTGS or NEFT:*

- *The application for change in constitution from proprietorship to partnership, shall come from the Lessee(s)/Allottee(s) transferor(s).*
- *Certified copy of the Partnership Deed, Form 'B' regarding registration of firm or any other document to this effect issued by the Registrar. Form 'A' showing statement regarding name of Partners, or any other document to this effect issued by the Registrar of firms of respective State. Notarized affidavit stating the relationship of the incoming partners with the original Allottee/ Transferee (in case exemption from payment of CIC/CIS charges is sought).*
- *The application shall invariably be accompanied by the NDC (No Dues Certificate) from term lending institution in case the property is mortgaged/under collateral security.*

Earlier Permission to Mortgage will be cancelled and fresh PTM will be released.

ii. *For* **Changes within partnership, documents required shall be as follows:-**

- *Supplementary deed in case of any new partner is introduced or any existing partner is retired.*
- *Dissolution deed if the firm is dissolved.*
- *Form 'C' & revised Form 'A' issued by Registrar of firm or any other document to this effect issued by the Registrar of firms of respective State.*
- *Notarized affidavit stating the relationship of the incoming partners with the original Allottee/ Transferee (In case payment of subsidised CIC/CIS charges is sought.)*

iii. **For change from proprietorship/ partnership to L.L.P:**

- *Certificate of incorporation issued by Ministry of Corporate Affairs,*
- *L.L.P. Agreement as per LLP Act 2008.*
- *Notarized affidavit stating the relationship of the incoming partners with the original Allottee/ Transferee. (In case payment of subsidised CIC/CIS charges is sought.)*

iv. **For changes within Pvt. Ltd. Company**

- *Certified list of shareholder with shareholding percentage with value duly certified by Chartered Accountant*
- *List of Directors duly certified by Chartered Accountant along with relevant Form of R.O.C.*
- *Board Resolution duly certified by the Chairman of meeting/CA.*
- *Notarized affidavit stating the relationship of the incoming shareholders with the original Allottee(s)/ Transferor(s). (In case payment of subsidised CIC/CIS charges is sought.)*

v. **For change from Proprietorship /Partnership to Pvt./ Company :**

- *Memorandum and Article of Association (certified copy).*
- *Certified copy of Certificate of Incorporation issued by Registrar of respective State*
- *Certified list of Board of Directors and certified list of shareholders showing number of shares and their value along with their addresses duly certified by Chartered Accountant.*
- *Duly certified Board Resolution of Directors regarding taking over the entire business by the Company from Proprietor /Partners. Also the resolution in favor of person authorized by the Board of Director of the Company to correspond with the Authority*
- *Notarized affidavit duly sworn and attested regarding the relationship of the shareholders with the original Allottee (s). (In case payment of subsidised CIC/CIS charges is sought.)*

vi. **For change from Proprietorship /Partnership / Pvt. Ltd. To Public Ltd. Company:**

- *Memorandum and Article of Association (certified copy).*
- *Certified copy of Certificate of Incorporation issued by Registrar of respective State.*
- *Certified list of Board of Directors and certified list of shareholders showing number of shares and their value along with their addresses duly certified by Chartered Accountant.*
- *Duly certified Board Resolution of Directors regarding taking over the entire business by the Company from Proprietor /Partners. Also the resolution in favor of person authorized by the Board of Director of the Company to correspond with the Authority.*
- *In case of Public Ltd. Co., certified copy of Commencement of Business certificate issued by Registrar of Companies is also to be submitted.*

vii. **In case of changes in shareholding of promoters within Public Ltd. Co.:**

- *Certified list of Board of Directors and certified list of shareholders showing number of shares and their value along with their addresses duly certified by Chartered Accountant.*
- *Duly certified Board Resolution of Directors regarding taking over the entire business by the Company. Also the resolution in favor of person authorized by the Board of Director of the Company to correspond with the Authority.*

viii. *If due to change in constitution, there is no change in legal entity of the lessee, fresh legal documentation would not be insisted upon. However, if the allottee/ transferee themselves need fresh documentation, they may do so at their own level in case the property is acquired by way of transfer, and /or legal entity is changed by way of change*

in constitution, they would be required to execute the transfer deed. All expenses on account of legal documentation would be borne by the allottee(s) transferee (s).

ix. *In case only name of incorporated company is changed and a certificate is issued in respect of the same by R.O.C. then supplementary deed will be executed and duly registered for this change in name.*

x. *Notarized affidavit stating the relationship of the incoming partners/shareholders with the allottee(s)/transferee(s). The lessee/transferee will be required to execute changes of shareholding deed with the sub-registrar for the percentage of change in the shareholding.*

xi. *Change in JV is not allowed till the unit is functional or 5 years whichever is later*

3.8 Maintenance

3.8.1 The Allottee/Lessee at his own expense will take permission for electricity connection(online through Single Window Portal & Nivesh Mitra website www.niveshmitra.up.nic.in) from the concerned departments of YEIDA or from the competent authority in this regard.

3.8.2 The Allottee/Lessee shall have to plan a maintenance program whereby the entire demised premises and buildings shall be kept:

a. *At all times in a state of good condition and in good sanitary condition to the satisfaction of the Lessor.*

b. *And to make available required facilities as well as to keep surroundings neat and clean, good and healthy and in safe condition at all times, according to the convenience of the inhabitants of the place.*

3.8.3 The Allottee/ Lessee shall abide by all Regulations, Building Regulations and guidelines of YEIDA framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976, as amended from time to time, and the rules made therein. The allottee shall abide by the Real Estate (Regulation and Development) Act, 2016, as amended from time to time and the various rules made thereunder.

3.8.4 The Allottee/ Lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or indecent or immoral and in conformity with the various laws and policies, and the orders of Hon'ble Supreme Court of India and the Hon'ble Allahabad High Court. Furthermore, the allottee shall abide by section 3(1) of Real Estate Industrial Area before marketing, advertising, selling in respect of the project. All the advertisements and marketing details for the project shall contain all such information about the project that shall enable the prospective consumer/customer in making an informed decision about the project.

3.8.5 The Allottee/ Lessee shall not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except at a place specified for the purpose by the Lessor.

3.8.6 In case of non-compliance of terms and conditions / any directions of YEIDA, CEO of YEIDA shall have the right to impose penalty as it may consider just and/or expedient by explaining or recording the reasons thereof.

3.8.7 If the maintenance work of any area is not found satisfactory according to YEIDA, the required maintenance work will be carried out by YEIDA and all the expenses in carrying out such work shall be borne by the Allottee.

3.8.8 The Allottee at his own expense will take maintenance of Patri alongside its premises.

3.9 Mortgage

3.9.1 The mortgage permission shall be granted after payment of minimum 30% of the total Premium and after getting the lease deed registered in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot, provided the allotment/lease of the plot is neither cancelled nor any show cause notice has been issued to the Allottee/Lessee and has a valid time period for construction as per terms of the Lease Deed or has obtained valid extension of time for construction as the case may be and has cleared up to date dues of the

plot Premium and Lease Rent.

3.9.2 *YEIDA shall have the first charge on the plot towards payment of all outstanding dues.*

3.9.3 *In the event of sale or foreclosure of the mortgaged/charged property, YEIDA shall be entitled to claim all dues YEIDA may recover not more than 50% or as decided by the authority, of the unearned increase in values of properties in respect of the market value of the said plot as first charge, having priority over the said mortgage charge. The decision of the authority in respect of the market value of the said plot shall be final and binding on all the parties concerned.*

3.9.4 *YEIDA shall have right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein. It shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.*

3.9.5 *Documents required for obtaining Mortgage Permission, Application can be submitted along with the following documents:-*

a) *No dues certificate issued by the concerned Accounts Officer, or an undertaking by bank/institution for payment of the total due amount directly to YEIDA.*

b) *A letter from bank/institution that the grant of loan is under consideration*

c) *An affidavit that no unauthorized construction has been done by the allottee.*

d) *Processing fee Rs 5,000/- with applicable GST is required to be deposited by the Allottee/Lessee in case of Mortgage permission is sought.*

e) *A copy of the resolution passed by Board, in case of Company/Trust/Society etc.*

f) *In case of Allottee being a Partnership Firm, all partners shall be required to sign the application for Mortgage, alternatively the signatory partner has to produce an Authority Letter/Power of Attorney to move such an application.*

g) *Any other documents as required by the CEO or any authorized officer, YEIDA from time to time.*

3.9.6 Collateral security: *The Lessee has to make full payment of total premium and other dues of plot and make unit functional. The processing fee of Rs. 5000 with applicable GST has to be deposited for the permission of collateral security. An application along with bank challan of deposited processing fee amount with applicable GST and letter of bank for permission of collateral security has to be submitted to concerned department of authority.*

Note: *All the clauses mentioned under sub-clause 3.10 Mortgage, shall become a part of the 'Loan Agreement' signed between the Bank and the Lessee. The copy of the 'Loan Agreement' shall be submitted to the Authority by the Lessee within 15 days of the execution of the Agreement.*

3.10 Transfer of Plot (Within the target segment)

3.10.1 *An Allottee/Lessee will be allowed to sell/ transfer the plot allotted by the Authority to any other person/company under product target segment only along with eligibility to apply under medical device park scheme as per brochure or any directions given by the Department Of Pharmaceutical GOI/ U.P Government.*

a) *Transfer shall be permitted only after the unit has been declared functional by YEIDA.*

b) *In such cases, where cancellation has been made or are in process of cancellation, are not eligible for transfer.*

c) *Transfer of plot or reducing the shareholding from 51% shall be allowed only after the unit is declared functional or retaining the allotted plot in the same entity upto 5 years whichever is later from the date of allotment.*

3.10.2 *Application for transfer shall be received on the prescribed Transfer Application Form available from bank on payment, along with the transfer processing fee, which shall be Rs. 10,000/- with applicable GST to be deposited in prescribed bank of Authority. One copy of deposited challan is to be submitted along with transfer application form.*

3.10.3 *The Transfer application form should be duly filled along with the NOCs from various departments i.e. Project division, no dues from the Accounts/ allotment department, last paid electricity bill (In case all original as well as subsequent legal documents are submitted, then NOC from Bank/ Financial Institution is not required).*

3.10.4 *Photograph & signature of Transferor(s)/ Transferee(s) must be attested by the Bank*

Manager on the application form itself. In case of companies, certified copy of Resolution of Board of Directors authorizing the signatory for moving the transfer application should also be submitted with application.

3.10.5 *Both Transferor and Transferee must be competent to execute a contract on the date of transfer application.*

3.10.6 *The plot shall be transferred for similar purpose.*

3.10.7 *Transfer of partial area of plot shall not be considered.*

3.10.8 Charges for Transfer:

a) *Transfer charges are @5% of the prevailing Premium amount of plot at the time of transfer.*

b) *Transfer or/and Transferee should severally and/ or jointly satisfy themselves about the overdue/ dues position from the concerned department of YEIDA.*

c) *Transfer charges once deposited will not be refunded/ adjusted even in case of transfer does not materialize due to dispute between the parties or withdrawal of transfer application. Once the transfer application is submitted it can be withdrawn only with the consent of the transferor and the Transferee. In case of dispute, orders of the competent court shall be required for withdrawal of the transfer application/ Transfer Memorandum.*

3.10.9 *Once transfer is approved and the Transfer Memorandum is issued and transfer deed is executed, all the assets and liabilities against the plot/unit would pass on to the Transferee.*

3.10.10 *Lease Rent will be charged @2.5% annuallywith applicable GST of the prevailing Premium with location charges, on the date of issue of Transfer Memorandum subject to enhancement as envisaged in Lease Deed/ Transfer Deed/ Transfer Memorandum. In case of one time Lease Rent facility has not been availed.*

3.10.11 *In case of transfer of rights of a minor, orders of the District Judge are required regarding the protection of interest of the minor.*

3.10.12 *Transfer of property by Allottee/Transferee directly or through registered GPA, to his/her relatives as father, mother, grand parents, sister, brother, son, daughter, husband/wife, grand son/grand daughter, husband of grand daughter, wife of grand son would be allowed without charges, subject to payment of processing fee of Rs.10000 with applicable GST.*

3.10.13 *The transfer of industrial property is an act between Transferee(s) and transferor(s) and as such any liens, claims, damages, compensation, adverse court orders etc. arising thereof subsequently would be the sole liability of Transferee(s) and YEIDA would remain indemnified against the same.*

3.10.14 *The Allottee/ Lessee/ Transferee shall execute a Transfer deed, after paying the transfer charges, within 90 days from the date of issue of the Transfer Memorandum by YEIDA. A certified copy of the same shall be submitted to YEIDA after the registration of the same with the Sub Registrar, of YEIDA. The Transfer Memorandum shall be part of the transfer deed executed between the Transferor and the Transferee. In case transferor and Transferee fail to execute transfer deed within 90 days, Transfer Memorandum will automatically become ineffective. One copy of registered transfer deed with sub-registrar has to be submitted to YEIDA Industry Department for record.*

3.10.15 *In case of transfer/ sale by financial institution under section-29 of State Financial Corporation Act/ by bank under SARFAESI Act, the application has to be moved by the financial institutions/bank along with all NOC's required in the transfer application form. In such case transfer charges at the rate of 10% with applicable GST of the sale value will be levied.*

3.10.16 **Issue of Mutation Letter:** *The Application shall be submitted online through Single Window Portal & Nivesh Mitra website* www.niveshmitra.up.nic.in *by the Transferee at the concerned department along with the following documents in respective cluster category only-*

a) *A certified copy of the Transfer Deed duly executed by the Transferor.*

b) *Copy of challan against payment of transfer charges with applicable GST in the Authorized bank shall be required.*

3.11 Misuse, Additions, Alterations, etc.

3.11.1 *The allottee is bound to comply with the statutory mandate of Real Estate (Regulation and Development) Act as and when it is applicable in respect of any and every alteration or*

addition to the sanctioned plan and project specifications. The Allottee/Lessee shall not use the plot for any purpose other than that for which it has been allotted /leased. The Allottee/Lessee shall not be entitled to divide the plot or amalgamate it with any other plot. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the Authority.

3.11.2 The Allottee/Lessee will not make any alteration or addition to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor. In case of any deviation from such terms of plan, he/she shall immediately, upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.

3.11.3 If the Allottee/Lessee fails to correct such deviations within a specified period of time after the receipt of such notice, it will be lawful for the Lessor to cause such deviation to be corrected at the expense of the Allottee/Lessee.

3.12 Indemnity

The Allottee/Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Allottee/Lessee. The Allottee/Lessee shall execute an indemnity bond (on Annexure- D), indemnifying YEIDA against all disputes arising out of :

a) The non-completion of work.

b) The quality and validity of development, construction, operations and maintenance.

c) Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser.

3.13 Liability to Pay Taxes

The Allottee/Lessee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by any authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

3.14 Overriding Power over dormant properties

The Lessor reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in or under the plot. The lessor has full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s) or for the structure time being standing thereon. The Lessor shall make reasonable compensation to the Allottee/Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO of YEIDA on the amount of such compensation will be final and binding on the applicant.

3.15 Cancellation

i. *In addition to the other specific clauses relating to cancellation, the Authority shall be free to exercise its rights of cancellation of allotment in the case of:*

a) Allotment being obtained through misrepresentations/ suppression of material facts.

b) Any violation of directions/ rules issued by the authority or any other statutory body.

c) Default on the part of the applicant/Allottee /Lessee for breach/violation of terms and conditions of Registration/Allotment/Lease and / non-deposit of Allotment Money / non-deposit of three consecutive installment money/use of plot for any purpose other than allotted/deposit against Lease Rent, interest on Lease Rent and up to date dues, Lease Rent and penalty, if any will be forfeited.

ii. *In the event of cancellation, under sub-clause (a) above, the entire deposits till the date of cancellation shall be forfeited and possession of the Plots will be resumed by YEIDA / lessor with structure thereon, if any, and the Allottee/Lessee will have no right to claim compensation thereof.*

iii. *In the event of cancellation, under sub-clause (b) & (c) above, 20% of the total Premium or the amount deposited up to the date of cancellation, whichever is the least, shall be*

forfeited along with any structure thereon with the allottee have no right of claim or compensation thereof. However, the amount deposited towards lease rent, interest, penal interest, extension, charges, etc. shall not be refundable at any stage.

3.16 Restoration (within target segment)

YEIDA can exercise the power of cancellation of plots for breach of terms and conditions of allotment /Lease Deed/ Transfer Deed. However, if the Allottee/ Lessee applies for restoration of the plot, CEO of YEIDA can restore the plots, subject to the following conditions:

i. *The application for restoration may be submitted to the authority within a period of 3 months from the date of cancellation.*

ii. *The decision about the restoration of the plots will be taken by the YEIDA within a period of 3 months after the date of application of restoration.*

iii. *The Allottee/Lessee would pay restoration charges at the rate of 10% of the total Premium with applicable GST of the plot at current rate calculated at the time of restoration.*

iv. *The Allottee will have to make up to date payment, dues, penalties & interest etc. as applicable.*

v. *The Allottee will submit project implementation schedule in the shape of affidavit. The maximum time allowed shall be two years.*

vi. *The Allottee has to submit bank guarantee in the form of Performance Guarantee of Project Implementation Schedule given by him, which shall be valid for a duration of 3 months more than the Project Implementation Schedule and the value of Performance Guarantee will be 10% of the prevailing price of the plots.*

vii. *If there is any court case pending before any court, it has to be withdrawn by the Allottee. All legal expenses shall be borne by the Allottee.*

viii. *In case allotment had been cancelled due to non-permissible activities, the request for restoration of the plot shall only be considered on submission of notarized affidavit for non-carrying out the non-permissible activities. Further an inspection of the site about the same will be done by YEIDA before restoration.*

ix. *In case of restoration in prepossession cases, the Allottee shall be required to get the unit functional as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.*

3.17 Amalgamation and sub-division

Amalgamation and sub-division of the plot shall not be allowed.

3.18 Other Clauses

i. *The Lessor/Authority reserves the right to make such amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds expedient. Such amendments, addition, deletion and alterations shall be binding on the Allottee/Lessee. ii. In such circumstances where authority is not able and the possession of plot is not handed over to the Allottee within 4 years, from the date of allotment letter, the full amount deposited by the Allottee would be refunded along with the simple interest at SBI saving bank's interest rate calculated from the date of allotment.*

ii. *In cases of "Force majeure" or such circumstances beyond YEIDA's control, YEIDA is unable to make allotment or the possession of the allotted plot, entire registration money or the deposit, depending on the stage of allotment will be refunded with simple interest at SBI saving bank's interest rate if the delay is more than 1 year.*

iii. *In case of increase in the compensation/ex-gratia to farmers by the order of Court/Govt./Authority or otherwise, the increased amount shall be payable by the Allottee/ Lessee of the Land.*

iv. *In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the CEO of YEIDA shall be final and binding on the Allottee/Lessee and his/ her/their successor.*

v. *YEIDA will monitor the implementation of the project as per the implementation schedule given by allottee.*

vi. *The Allottee/ Lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, regulations or directions as are issued there in from time to time.*

vii. *Any dispute between the Lessor and Allottee/ Lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court at Allahabad.*

viii. *The allotment will be accepted by the Allottee on "As-is-where-is basis". The Allottee is advised to visit the site before submission of application form for allotment.*

ix. *Provisions related to fire safety, environmental clearance, NGT directives shall be observed by the Allottee. Necessary approvals shall be obtained from the competent authority by the Allottee.*

x. *In case a link road comes anywhere in the plot area, it shall be managed by the Allottee/Lessee till an alternate arrangement is made by YEIDA.*

xi. *All arrears due to the Lessee are recoverable as arrears of land revenue.*

xii. *YEIDA in larger public interest has the authority to take back the possession of the land/ building by making payment at the appropriate rate as decided by CEO giving the Allottee/Lessee an opportunity of being heard. However, the decision of the CEO of YEIDA shall be final and binding on the Allottee/Lessee.*

xiii. *The Allottee/Lessee shall have to make sufficient provision of parking in the plot itself.*

xiv. All payment of this Scheme has to be made with applicable GST. GST wil be over and above the cost. Of premium, lease rent, penal interest, lease deed penalty, construction penalty etc.

xv. GST liability as applicable rates at the time of payment shall be bome by the allottee itself under Reverse Charge Mechanism vide Notification N.13/2017 S. So.5, 5A dated 26.06.2017.

3.19 Incentive for early commencement of production by the unit, an incentive at the rate of Rs. 50/- per sqm. will be given on the following conditions.

i. **The unit has to start production within 18 months from the due date of execution of lease deed intimated via letter of checklist**.

ii. *A minimum 50% of the permitted covered area of the allotted plot has to be constructed.*

iii. *The unit has to apply for production incentives within 6 months of the date of commencement of production.*

iv. *Under no circumstances any application for grant of incentive shall be entertained after the period specified in clause (a) above.*

v. *The early-production incentive amount will be adjusted from the last due installments of the premium. In case full payment has already been made, the incentive amount will be paid through Net-banking/RTGS/NEFT.*

3.20 Renting of Industrial Premises (within target segment)

i. *The premises for which renting permission is sought should not be a cancelled one and shouldhave been declared functional through a written communication by the YEIDA. Application for simultaneously declaring the unit functional and grant of renting permission may, however, be entertained.*

ii. *Request for renting out part/full premises shall be entertained. For the purpose of part renting the applicant has to clearly demarcate the portion of the building to be given on rent. He has also to file an Affidavit specifying the position of capital subsidy or any other subsidy, having been received or not and the premises having been mortgaged or not.*

iii. *Renting permission is granted if:*

a) The rent permission can be granted only if the new project/new product is within the target segments mentioned under this scheme.

b) Up-to-date dues of YEIDA have been cleared.

c) Lease deed/Transfer deed/Sale deed as applicable has been executed and registered and certified copy is duly deposited with the office.

d) *NOC's of the term lending Institution (s), in case the industrial premises is mortgaged/ offeredas collateral security.*

iv. *Bonafide lessee while making the request for renting would append a copy of the Project Report of the proposed project of the tenant. Projects free from pollution & environmental hazards shall be considered. The projects shall not be on the banned list of Directorate of Industries, UP or Development Commissioner, Small Scale Industries and YEIDA.*

a) *In case of discontinuation of tenancy, the same would be taken on record after the lessee surrenders the original renting permission letter.*

b) *In case of re-renting, the renting be deposited again as stated here below.*

c) *The condition of functionality and renting charges may be waived off in case the rentingpermission is sought for a Group/Associate/Sister/subsidiary concern in which allottee/lessee or their shareholders have jointly and/or severally minimum51%shares.*

d) *YEIDA would not entertain any direct correspondence with the tenant at any stageHowever incase tenant wants to apply for electricity connection in his own name he will have to produce NOC in form of affidavit from the lessee/transferee.*

e) *The renting charges will be calculated on the basis of following:*

- *Rs.100/-per Sqm. For the entire area of the plot for ten years for the first tenant.*
- *For 2nd, 3rd, and so on so forth for subsequent tenants renting charges will be enhanced @ 20% of prevailing renting charges.*
- *The subsequent tenants will pay enhanced Renting charges @ 20% on prevailing renting charges for the residual period beginning from the start of first tenancy(for accounting purpose period will be counted form 1st April to 31st March of the year i.e.,financial year).*

f) *For all industrial allottees no. of tenants permitted would be one for every 500 Sqm. Plot area and charges for renting would be as per clause no. 'e' above.*

g) *If any tenant leaves tenancy before 10 years then for balance remaining period, permission can begranted for new tenant on payment of 20% of prevailing rate of renting charges for the entire plot area and subject to fulfillment of other terms and conditions.*

h) *Each tenant and allottee will ensure compliance of all statutory rules and regulations of the various Departments of both Central and State Government (e.g. Factory, Labour, Electricity, Fire, Building Construction, Directorate of Industries, Pollution Control Board, Employees State InsuranceCorporation, Provident Fund etc.).*

i) *The rent permission can be granted for the period of 5 years also; the renting chargeswould be 50% of the charges mentioned in clause-'h' above.*

j) *The functional unit(s), after getting permission from the Authority to rent out the industrial premises in part/full will get a rent deed executed within 90 days compulsorily from the issuance of the renting permission and deposit the rent deed with YEIDA.*

3.21 Clause regarding first charge and security interest: -

The amounts payable pursuant to or in connection with or in relation to the allotment of the plots (including but not limited to) the installment of the Premium, the lease rent, the interest, if any, payable thereon. As also all other charges payable under the terms of allotment and the lease Deed for the plot shall constitute and interest in the plot allotted and leased to the allottee, and any claim on account of these amounts shall be the first charge on the plot. The Authority shall have the lien over the sale proceeds of the said plot for the purpose of realization and recovery of these amounts and the Authority's claim for the said amounts shall have priority over any other claim against or charges over the said plot.

3.22 CLAUSES REGARDING EVENTS OF DEFAULT AND TERMINATION

- **EVENTS OF DEFAULT**

  The occurrence of any of the events specified shall constitute an event of default (the "Events of Default").

1. Payment and Other Defaults

a) Any default by the Allottee in payment of any instalment of the Premium and Lease Rent on the respective due dates.

b) Any default by the Allottee in the making of any interest payment under the terms of allotment and the Lease Deed on the respective due dates.

c) Any default has been committed in the payment of any other due payable pursuant to the terms of the allotment or under the terms the Lease Deed on the respective due dates.

d) Creation or any attempt to create any security interest over the Plot or any part thereof which inconsistent with or in derogation of the Authority's first charge thereon.

e) The Allottee has sold, disposed of, charged or encumbered or alienated the Plot except as otherwise permitted under the terms of allotment and the lease.

f) Failure to notify the Authority in terms of Clause 1.2 below.

2. Proceedings

- **Insolvency Proceedings**

(a) Filing of application or petition for initiation of insolvency proceeding under any provision of Insolvency and Bankruptcy Code by the Allottee or its creditor(s)

- **Other Proceedings**

Any legal proceedings is initiated or any order is obtained in relation to

(b) The suspension of payments, a moratorium of any indebtedness, bankruptcy, insolvency, dissolution, administration, provisional or reorganization (by way of voluntarily arrangement, scheme of arrangement or otherwise) of the Allottee.

(c) The appointment of a liquidator, receiver, administrator or other similar officer in respect of the Allottee.

(d) Any analogous procedure or step is taken in any jurisdiction. (e) Commencement of an insolvency resolution process under the Insolvency and Bankruptcy Code in respect of the Allottee.

- **CURE AND TERMINATION**

Upon occurrence of any of the Events of Default, the Allottee shall immediately notify the Authority. Upon such notification, if in the opinion of the Authority the Event of Default is such that it can be cured or rectified or remedied to the satisfaction of the Authority, it may allow the Allottee to cure the default within the time prescribed by it ("the Cure Period").

In the event Allottee fails to cure the default in terms in the Cure Period, or the default is such that in the opinion of the Authority it is not capable of cure, the Authority may forthwith terminate the allotment and the Lease for the Plot.

The Authority's right to terminate the allotment and the Lease hereunder is in addition to and without prejudice to the rights and remedies available to it under the UP Industrial Development Act and the rules and regulations made thereunder.



Section IV: Annexures

4.1.Application form

YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY
First Floor, Commercial Complex, Block – P-2, Sector-Omega-I,
Greater Noida – 201308 District – Gautam Budh Nagar (UP)
Ph: *0120-2395152 / 57,* **Fax:** *0120-2395150*
Website*: www.yamunaexpresswayauthority.com*

APPLICATION FORM

FOR ALLOTMENT OF INDUSTRIAL PLOTS

FOR

MEDICAL DEVICES MANUFACTURING INDUSTRIES
(IN SECTOR-28)

SCHEME CODE:- YEA/IND-MDP(2024)-04

Self-attested photograph of authorized signatory

APPLICANT DETAILS	
Plot Size (in meters)	
Applicant Name	
Applicant Father's/Husband's Name	
Applicant's Address	
Name of the Company	
Address of the Company	
Type of the Company (Proprietorship/Partnership Firm/ Pvt. Ltd. Co//Ltd. etc)	
GST Details (GST Number)	
PAN Number	
Aadhaar Number	
Register Mobile Number	
Alternate Number	
E-mail ID	
Alternate E-mail ID	

CDSCO LICENSE DETAILS	
License Number	
Products mentioned on the license	
Year of Issue	

QUALITY CERTIFICATE DETAILS	
Name of the Certificate	
Name of the Accreditation firm	
Validity of the Certificate	
Certificate Number	
Products mentioned on the license	
Year of Issue	

Invoice Details of the Current Product :-

Year	*Product*	*Invoice Number*	*Seller*	*Buyer*	*Location of Factory*

Summary of Proposed Project:

It is compulsory to mention below the details of proposed project—

1.	*Applied Area (in sq. mtrs)*	
2.	*Name of proposed project/product*	
3.	*Total cost of project (in lacs)*	
4.	*Funding from own sources*	
5.	*Funding from other sources*	
6.	*Total employment*	
7.	*Load of power required*	
8.	*Details of income tax returns Submitted/ filed in previous two years Year – 2022-2023 & 2023-2024*	

1. *The detailed project report of the proposed project shall be uploaded with following points also:-*
   - *i) Details of the Manufacturing Process with Flow Sheet indicating all major and minor operations and processes (Attach separate sheet, if necessary)*
   - *ii) Give details about the composition and quantum of solid, liquid and gaseous effluents that are likely to emanate during production process. (Attach separate sheet, if necessary)*
2. *Project Implementation Schedule*
3. *Details of Plant & Machinery:*

S.No.	Particulars	Value in Rs.
Attach separate sheet, if required		

4. Requirement of Raw Material(s) and Consumable(s)

S.No	Item	Annual Requirement	Annual Value (Rs.)
Attach separate sheet, if required		**Total Rs.**	

5.Utilities:

Power		**KW**
Water Normal use		**Kl/month**
Process use		**Kl/month**

*Processing fee Rs. INR 15,000/- plus applicable GST for plot size upto 4000 sqm*_____

*Registration fee Rs*_____ *(10% of total premium of the plot)*

Payable through e-banking/RTGS/NEFT

DECLARATION

*I/We*_____*s/o,*

*w/o,d/o*_____ *am/are fully competent to sign this application form on behalf of the Promoter(s)/Director(s)/ Partner(s)/Proprietor of the above unit.*

1. *All the information/details provided in this application form are true to the best of my/our knowledge and belief.*
2. *That I/We have read and understood the enclosed terms and conditions of registration/ allotment and agree to abide by the same.*
3. *In case of refund of Registration Money, the same may be made in the same bank account from which the payment have been initiated through Net-banking/RTGS/NEFT.*

(Please enclose cancelled cheque of the same account for refund.)

4. *I have uploaded all the required documents mentioned in the section-1.5 of this brochure.*

Place: **Signature of the applicant (s)**

Date:

4.2. Financial statement of turnover

Name of Applicant _____

_____

_____

S.No.	Description	Year 1 (2022-23) (as per audited balance sheet	Year 2 (2023-24) (as per audited balance sheet)
1.	*Turnover of the Applicant as per audited annual accounts.*		

Signature & Seal of Statutory
Auditors / Chartered Accountant
Membership No. _____

Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s .....

.....…..., Chartered Accountants/Statutory Auditors, certify that the above information is correct.

4.3. Financial statement of Net Worth

Name of Applicant _____

_____

_____

S.No.	Description	Amount in crore Rupees	Remarks
1.	*Net worth as on 31.3.202 3 of the Applicant as per audited annual accounts.*		

Signature & Seal of Statutory
Auditors / Chartered Accountant
Membership No. _____

Certificate of the Chartered Accountant/Statutory Auditor

Based on Audited Accounts and other relevant documents, we M/s....., Chartered Accountants/Statutory Auditors, for the applicant having Net Worth upto 31-03-2023 is Rs …….. certify that the above information is correct.

Signature & Seal of Statutory Auditors / Chartered Accountant
Membership No. _____

4.4. Liquidity Certificate

This is to certify that M/s……..……..
maintaining Current Account/saving Bank Account / FDR / Other Deposit Account Nos…….....……. with us, having liquidity of Rs. ……..…….....…..as on ……..…….....

Name of the Bank Officer with designation
(with rubber stamp)

Note:-

1. *Separate certificate for each company / firm / society / trust / individual to be submitted.*
2. *Liquidity Certificate should not be more than 6 months old from the date of submission of application.*

4.5. Annexure–A: Affidavit

(To be furnished on non-judicial stamp paper of Rs.100/- duly attested by notary public, by the sole Applicant or by Each Member/ partner/share-holder(s)).

I _____ s/o _____

Aged _____ years _____ proprietor/owner / director/partner/ authorized signatory of_____ r/o _____

do hereby solemnly affirm and state as under:

That I am the proprietor/owner/director/ partner/ authorized signatory of_____, and competent to swear and submit the following:

1) *That the Unit product does not fall under polluting categories.*
2) *That the Company /Firm will get NOC/Consent from U.P. Pollution Control Board, MSME registration and other clearances from concerned department of U.P. Govt.*
3) *That the deponent has read and understood the terms & conditions given in the brochure. It is mandatory to submit the above documents to the Authority before the execution of the Lease Deed and if the Deponent fails to submit the above documents, he alone would be responsible for the consequences resulting there from.*
4) *That the Deponent also understands the consequences that non-submission of the above documents may also lead to cancellation of his candidature/ allotment of the land for which he has applied.*
5) *The deponent declares that no unauthorized construction shall be made on the allotted plot.*
6) *If the Deponent fails to make unit functional within 24 months from the due date of lease deed execution, the Authority will be free to cancel the allotted plot/lease deed and may resume possession of the plot.*
7) *That the Deponent assures and declare that in case of violation of any terms and conditions or any directions issued by the Authority , the CEO will be free to take any decision as it deem fit and appropriate.*
8) *The Deponent declares that I am not defaulter against any other property allotted to me in YEIDA. If it is found false at any stage it may lead to cancellation of my candidature or allotment of the plot.*
9) *That the information given in the application is true and correct and if any part of it is found to be false or concealed, the Authority will have right to cancel the plot irrespective to the deposit of money till that stage when the malafide is revealed.*

DEPONENT

I _____, the Deponent swear and declare that para 1 to 9 of the above affidavit are true and correct to my best of knowledge and no part of it is false or concealed.

Deponent

Place & Date:

4.1. Annexure - B: Applicant Details

(Use separate sheet for each Promoter / Director / Partner/ Proprietor)

1. *Name of Promoter/Director/Partner/Proprietor* _____
2. *Father's /Husband's Name* _____ *Age* _____
3. *Address: Office* _____

   _____

   Residence _____

   _____

   Phone No(s)/Mob No: _____ *Fax No(s)* _____

   E-mail _____

   PAN number and Aadhaar number _____
4. *Work Experience* _____ *Years*

4.7. Verification

The particulars given above pertain to me and are true to the best of my knowledge and belief. I and / orany of my units stated above are not defaulters of any financial institution(s) /banks(s)/Noida /Greater Noida.

Date:
Place:

Signatory must be the promoter/ Director / Partner/Proprietor to whom the above details pertain.

Note:-

1. *No correspondence shall be made with applicants, whose application(s) are rejected /unsuccessful. However, their registration money would be refunded by Authority through e-banking/RTGS/NEFT without any interest if the period of deposit of such money with YEIDA is less than 1 year. However, if the period of deposit is more than 1-year simple interest at SBI saving bank's interest rate per annum shall be paid for the period of deposit extending 1(one) year.*
2. *In case of any conflict/dispute the decision of the Chief Executive Officer, Yamuna Expressway Industrial Development Authority shall be final and binding on the applicant(s).*

4.8. Annexure–C: List of eligible medical device products

Sr. No.	Name of the Eligible Target Segment	Indicative list of Eligible Products
1.	*Cancer care / Radiotherapy medical devices*	*Brachytherapy Systems, Rotational Cobalt Machine, Radiotherapy Simulation Systems, Linear Accelerator (LINAC), Workstations - Radiotherapy Planning, Proton therapy system and other products* in this target segment*
2.	*Radiology & Imaging medical devices (both ionizing & non-ionizing radiation products) and Nuclear Imaging devices*	*CT Scan, MRI, Ultrasonography, X-ray equipment, mammography, C-arm, Single photon emission tomography (SPECT), Cyclotrons other products* in this target segment*
3	*All implants including Implantable electronic devices*	*Cochlear Implants, Hip implants, Knee implants, Spinal and neuro-surgical implants, Urogynecology Surgical Mesh Implants, Hernia Surgical mesh Implants, Cerebral Spinal Fluid (CSF) Shunt Systems, Implanted Pacemakers, Insulin pump, Implanted neuro-stimulated device like Deep Brain Stimulator, Intraocular lenses, Heart valves, stents and other products* in this target segment.*
4	*Anesthetics& Cardio-Respiratory medical devices including Catheters of Cardio Respiratory Category & Renal Care medical devices*	*Anesthesia workstation, Anesthesia Unit Gas Scavengers, Anesthesia Kits, Anesthesia Unit Vaporizers, Anesthesia Unit, Ventilators, Automated external defibrillators (AEDs), Dialyzer, Dialysis Machine, Peritoneal dialyses Kits, Biopsy Kits-Renal, Dialyser reprocessing System, Lithotripters-Extracorporeal-Renal and other products* in this target segment.*
5	*In Vitro Diagnostics*	*Biochemistry Analyser, Hematology Analyser, Immunoassay, Coagulation Analyser, Centrifuge, DNA RNA Extraction Equipment, Biosafety Cabinets, Blood Gas Analyser, Electrolyte Analyser, Automated PCR, Urine Analyser, IVD Sample processing Equipment.*

**Other products — For products not specifically mentioned in the table above the Technical Committee shall decide whether such products shall be considered eligible under the Target Segment.*

Note: *A key component which constitutes major part of the finished medical device (such as Rotating Anode Tube, Stationary Anode Tube, MRI Magnet, Flat Panel Detector and similar components), and has a distinct HS code for itself, will be considered as included in the corresponding target segment.*

Applicant is eligible to participate for any target segment if the prior experience and required documents in any of the target segments (Annexure C).






4.9. Annexure – D: Indemnity Bond for Ensuring the Quality Of Development/ Construction

Yamuna Expressway Industrial Development Authority

INDEMNITY BOND (To be furnished on non-judicial stamp paper of Rs. 100/- duly attested by notary public)

Indemnity Bond For Ensuring The Quality Of Development/Construction

This Indemnity Bond is executed on …… day of ……..….. 2024 by Mr./Mrs. ……... in favour of Yamuna Expressway Industrial Development Authority (A body constituted under section-3 of the Uttar Pradesh Industrial area development Act 1976). Here in after referred to as Authority show as under …….....

The Allottee/Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Allottee/Lessee. The Allottee/Lessee is executing this indemnity bond, indemnifying YEIDA against all disputes arising out of:-

i. The non-completion of work.

ii. The quality and validity of development, construction, operations and maintenance.

iii. Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser.

Now therefore this indemnity Bond is executed and I the above named allottee/lessee hereby agree to indemnify the authority against all claims, losses of damages or claims which may be preferred by any other person on the basis of any document executed by me.

I, therefore, execute this Indemnity Bond in favour of the Authority in presence of the following: -x

1. *Witness*

2. *EXECUTANT*



4.10 Annexure – E: Eligibility Form

Registration of the Company/Firm		
Particulars	*Description*	*Document attached (Yes/No)*
Type of Firm (Proprietorship/ Company /Partnership)		
Date of Registration/Incorporation		
In case of Proprietorship Firm (AADHAAR No & PAN No)		
GST Return For Last 2 Years		
Particulars	*Description*	*Document attached (Yes/No)*
GST Registration Number		
GST Return (2022 - 2023)		
GST Return (2023 - 2024)		
Financial Document		
Particulars	*Description*	*Document attached (Yes/No)*
GST Registration Copy		
GST Return (2022 - 2023)		
GST Return (2023 - 2024)		
Financial Document		
Particulars	*Description*	*Document attached (Yes/No)*
Audited Balance Sheet (2022 - 2023)		
Audited Balance Sheet (2023-2024)		
Net Worth (Certified from CA)		
Own Fund Liquidity Certificate (Certified from any Nationalized Bank/Scheduled Bank)		
Photocopies of Listed Company's Shares/NSCs/Bonds/FD		
Loan Details		

4.11. Annexure – F: Qualification Form

Detailed Project Report (Points mentioned in the Annexure- K should be incorporated)		
Particulars	*Description*	*Reference Page Number of DPR*
Name of the proposed Product (HSN Code if Available)		
(Explain in 100 word) Why and in which category the proposed product falls in target segment		
Feasibility Report		

Projected Cash Flow for 3 Years	*1st Year -* *2nd Year -* *3rd Year -*	
Details of Plant & Machinery		
Statement of Source of Funds		
Construction and Implementation Schedule		
Total Power Requirement		
Total Employment Generation		
Valid Manufacturing License of Existing Manufacturing Unit		
Particulars	*Description*	*Remarks*
Factory License (Licensing Authority Detail)		
License to Manufacture the Product (Name of the product should be mentioned on the License Copy)		
License Number		
Date of License		
Validity of License		
Valid Quality Certificate of the product being manufacture		
Particulars	*Description*	*Remarks*
Name of the Certificate		
Issuing Agency Name		
Name of the Accreditation Firm		
Certificate No		
Validity		
Certificate issued for the product		
Experience Document		
Particulars	*Description*	*Remarks*
Factory Photograph (Process & Departments - Minimum 4 Photographs)		
Final Product specification with Photograph & their model no		
Name of the Accreditation Firm		
Certificate No		
Validity		
Certificate issued for the product		
Copy of Sales Invoice for last 1 Years (Minimum 4 for each Year)		
HSN Code of the product being Manufactured		

4.12 Annexure–G: Notification from CDCSO

File No.29/Misc/03/2022- DC (94)
Government of India
Director General of Health Services
Central Drugs Standard Control Organisation

Date:11 July 2022

NOTICE

In pursuance of notification No. G.S.R. 102(E) dated 11.02.2020, all non-notified medical devices of Class A & Class B categories are scheduled to enter licensing regime with effect from 01.10.2022

A transition period of 30 months had been provided for Class A & Class B medical devices from date of implementation of G.S.R. 102(E) i.e., 01.04.2020 for the transition to licensing regime. During that period the manufacturers were required to register their products on the portal (https://cdscomdonline.gov.in/NewMedDev/Homepage) established for the purpose by CDSCO and to affix the registration number on the label of such registered medical devices.

Of late, it has come to the notice of this office that some other entities are issuing quality certificates to the manufacturers at their own level, which is becoming a source of confusion for manufacturers vis-a-vis the prescribed regulatory pathway for obtaining the licensure for such medical devices under Medical Devices Rules (MDR), 2017. **In this regard, it is hereby clarified that such quality certificates issued by other entities shall not be a replacement of licensure to be granted under MDR, 2017 by the competent Licensing Authority. All manufacturers shall have to comply with the licensing requirement and obtain the license as per MDR, 2017, as the said rules do not recognize any such certificates which are not mentioned in it or part of it.**

Further, it is again advised that all manufacturers shall apply for obtaining manufacturing license for Class A & Class B medical devices through CDSCO's on-line portal so that the manufacturing license can be granted by respective State Licensing Authorities after review of the applications and audit (as the case may be) as per stipulated time specified in MDR, 2017 in order to avoid further delay.

In this regard this office has proactively taken up the issue vide notice No. 29/Misc/03/2022-DC (94) dated 25.04.2022, requesting all State Licensing Authorities (SLAs) to dispose of the applications received by them as per MDR, 2017 in time to avoid the disruption of the supply of such devices to the patients.

VGS-

(Dr. V. G. Somani)
Drugs Controller General (India)

To,

1. All SLAs
2. All Associations
3. CDSCO Website
4. Quality Council of India
5. Department of Pharmaceuticals

4.12 Annexure–G: Notification from CDCSO

File No.29/Misc/03/2022-DC(257)

F. No. 29/Misc/03/2022-DC (257)
Central Drugs Standard Control Organisation
Government of India
Ministry of Health and Family Welfare
****

FDA Bhawan, New Delhi
Dated the 30th September, 2022

CIRCULAR

Subject: Regulation of all Class A & B Medical Devices under Licensing regime, w.e.f 01.10.2022, as per G.S.R. 102(E) dt 11.02.2020 - Regarding.

The Ministry of Health & Family Welfare (MoHFW) has published notification vide S.O. 648 (E) dated 11.02.2020 specifying all medical devices under sub-clause (iv) of clause (b) of section 3 of the Drugs and Cosmetics Act, 1940, which is effective from 01.04 2020.

In order to regulate all the medical devices, MoHFW has published G.S.R. 102 (E) dated 11.02.2020 for regulation of such devices in phase wise manner. As per the said notification the Class A & B medical devices will be under licensing regime from 01.10.2022.

In the meantime, representations from various Associations and Stakeholders have been received by this office, requesting that the business continuity should not be disrupted due to the implementation of licensing regime w.e.f. 01.10.2022 for Class A & B medical devices.

In view of the above, it has been decided that, in case, if an existing importer/manufacturer who is already importing /manufacturing any of Class A or Class B Medical Devices, has submitted application to Central Licensing Authority or State Licensing Authority on or before 30.09.2022, as the case may be, for grant of import /manufacturing licence in respect of the said device(s) under the provisions of MDR, 2017, the said application shall be deemed valid and the importer/manufacturer can continue to import /manufacture the said device(s) up to 6 months from the date of issue of this order or till the time, the Central Licensing Authority or State Licensing Authority, as the case may be, takes a decision on the said application, whichever is earlier.

Digitally Signed by Dr. V G Somani
Date: 30-09-2022 20:41:38
Reason: Approved
(Dr. V. G. Somani)
Drugs Controller General (I)

To
All Stakeholders/Associations.
Copy to:
1. All State Drugs Controllers.
2. All Zonal/Sub-Zonal offices of CDSCO
3. All Port offices.

4.13. Annexure-H: Sample of Joint Venture Agreement

Joint Venture Agreement between an Indian Company and a Foreign Company for manufacturing agreed products

THIS AGREEMENT is made the..... day of.... ... 20...., Between M/s. ABC & Co. Ltd., a company Incorporated in India and having its registered address at [Address] (hereinafter called<> the Local Company) of the One Part And M/ s. XYZ and Co. Ltd., a company Incorporated in [Country Name] and having its registered office at [Address] (hereinafter called <>the Foreign Company?) of the Other Part.

WHEREAS the Local Company is carrying on the business inter alia of manufacturing..... for export of [Name of products]. AND WHEREAS the foreign company Is carrying on the business inter alia in the manufacture of [Product Name]. AND WHEREAS the parties hereto have, after several consultations with each other shown the intention to co-operate with each other and enter into a joint venture relationship for the manufacture of [Product name] (hereinafter referred to as <>the Product<>) for the consideration and upon the terms and conditions herein contained.

AND WHEREAS pursuant to the aforesaid intention of the parties hereto they propose to incorporate the formation of a Limited Company in India known as [Company Name] under the Indian Companies Act, 1956 (hereinafter called "the Company") which would have an authorised share capital of Rs..... (Rupees<>.) divided into [Number of shares] ordinary or equity shares of Rs..... [Amount] each and an issued share capital of Rs..... [Amount].

NOW IT IS HEREBY AGREED between the parties as follows:

1. *Immediately upon execution of this agreement the parties hereto shall get registered a Company in the name of M/s <> Ltd., (and which name is approved by the Registrar of Companies at<>..) with the said Registrar under the Indian Companies Act, 1956. In terms of the Memorandum and Articles of Association in the form of the drafts which have been approved by the parties and shall comply with the other requirements of such registration.*
2. *The rights attaching to the shares of the Company have been set out in the draft Articles of Association referred to in Clause 1 hereof.*
3. *Each of the parties hereto undertakes to the other*

   (1) To perform and observe and (so far as it is able by the exercise of voting rights or otherwise so to do) to procure that the Company will perform and observe all the provisions of this Agreement.

   (2) To take all necessary steps on its part to give full effect to the provisions of this agreement, and

   (3) without prejudice to the generality of the foregoing, to exercise and procure that every person for the time being representing it will exercise or refrain from exercising any rights of voting at any meeting of the members or of the Directors of the Company so as to ensure the passing of any and every resolution necessary or desirable to procure that the affairs of the Company are conducted in accordance with this agreement and otherwise to give full effect to the provisions of this agreement and likewise so as to ensure that no resolution is passed which does not accord with such provisions.
4. *The registered office of the Company shall be at [Address].*
5. *The parties hereto agree that the share equity in the Company shall be in the following proportion:*

   (a) The Foreign Company shall hold [%] per cent, and

(b) *The Local Company shall hold [%] per cent of the total issued share capital of the company at any one time throughout the period of this joint venture.*

6. *All shares issued shall be paid in full in cash and/or in kind to the Company but no additional shares shall be issued without the prior mutual agreement of the parties hereto. However, the parties hereto shall have pre-emptive rights in proportion to the number of shares held by each of them with respect to any new issuance of shares of the Company, subject to approval of SEBI, if required.*

7. *Neither of the parties hereto shall pledge, sell, transfer or otherwise encumber or dispose of all or any of the shares of the Company without the written consent of the other party.*

8. *As provided in the draft Articles of Association referred to in Clause 1 hereof the number of Directors of the Company shall be [Number], of whom [Number] will be nominated by the Foreign Company and [Number] by the Local Company respectively hereto. Before the commencement of each financial year of the Company the Directors shall appoint one of their members to be the Chairman of the Board throughout such financial year and the person so elected shall be nominated in respect of alternate years by the parties hereto. The chairman shall have a casting vote at meetings of directors or at general meetings of the Company. The first Chairman of the Company shall be nominated from the Local Company. No director so appointed as herein provided shall be entitled to remuneration whatsoever unless otherwise agreed by the parties hereto.*

9. *In the event that a director vacates his position at any time for whatsoever reason the vacancy shall be filled by the nomination of the party whose nominated director as aforesaid has vacated his/her position.*

10. *The Board of Directors shall decide the time and venue for convening all meetings of the Company, provided that they will be held always in India.*

11. *All general meetings of the Company shall be conducted in the language understood by the parties hereto and/or the shareholders of the Company but all the minutes of such meetings shall be written in the English language.*

12. *The quorum for meetings of Directors of the Company and the procedure for transacting business at meetings of Directors of the Company shall be as prescribed in the draft Articles of Association referred to in clause 1.*

13. *The Local Company will arrange for the necessary accounting and other essential services and facilities to be provided for the company on terms to be approved by the Directors of the Company.*

14. (a) *the accounts of the Company shall be made up to the 31st day of March in each year.*

(b) *The annual statement of account of the company shall be audited by an independent Chartered Accountant to be appointed on the mutual agreement of the parties hereto. The Company shall issue to the shareholders on a semi-annual basis and within sixty (60) days of the end of the relevant month the financial statements together with the report on operations for the period covered by the financial statements and which shall be submitted in the English language at the expense of the Company.*

15. *The Company shall open a bank account with the Bank of [Name of Bank] and such account shall be operated by any two (2) Directors of the Company or otherwise as may be determined by the Directors of the Company from time to time.*

16. *The Directors shall appoint two (2) Joint Representative Directors for the Company, one of whom shall be nominated by the Local Company and the other by the Foreign*

Company, who shall be responsible for the operation and administration of the Company in accordance with the decisions of the Directors.

The Joint Representative Director nominated by the Foreign Company shall be designated the President of the Company and the Joint Representative Director nominated by the Local Company shall be designated the Vice-President of the Company.

17. *The Directors of the Company may appoint a manager for the day to day management of the affairs of the Company and/or a manager for direction of manufacturing and sale of the product.*

18. *Except with the approval of the Directors of the Company?*

(a) *The Company shall not engage in any other business than the manufacture of the Product;*

(b) *The company shall not make or incur any commitment for capital expenditure; and*

(c) *The Company shall not enter into any contract or engagement of a material nature outside the normal course of business.*

19. *This Agreement shall continue to be in effect so long as both parties remain the shareholders of the Company in the manner aforesaid unless the same is earlier terminated as provided hereinbelow by written notice of one party to the other of its intention to terminate this agreement:*

(a) *In the event that the necessary approvals by the Government authorities for this joint venture and/or the necessary approvals for the manufacture of the Product and such other related matters are not obtained within three (3) months from the date of this agreement or such other period the parties hereto may agree to; or (b) In the event that either party commits a breach of any of the terms of this agreement, provided that the other party in writing requires the former to remedy such breach within ninety (90) days from the date of the notice and the party receiving such notice has failed to remedy the breach; or (c) In the event of any acts by force majeure which either of the parties are unable to remedy within ninety (90) days of its happening; or (d) In the event that either party hereto goes into liquidation voluntarily or compulsorily or enters into composition with its creditors or restructures itself or does anything whereby its corporate entity is so materially changed so as to adversely affect this joint venture and/or his agreement; or (e) In the event that there be intervention by the local authorities thereby making the joint venture not viable to continue ; or (f) In the event that the parties hereto mutually agree to the termination of this agreement.*

20. *If either party hereto gives notice of termination of this agreement as aforesaid the party giving the said notice shall offer in writing the sale of its shares in the Company to the other party at the fair market value then prevailing and if the party receiving the said offer does not accept the offer itself or by its nominee or nominees within ninety (90) days from the date of the said notice then the Company shall be deemed to go into voluntary liquidation in which event a liquidator will be appointed for the eventual dissolution of the Company for the purpose of this clause the phrase ?fair market value? shall mean the price per share as agreed upon by the parties hereto or in the event the parties are unable to agree within the said period of ninety (90) days the price per share shall be determined by the Independent Chartered Accountant of the Company and such determination shall be final and binding on the parties hereto.*

21. *The failure of either party to insist on the strict and punctual performance of the provisions of this agreement shall not constitute a waiver of or estoppels against*

asserting the right to require such performance nor should a waiver or estoppel in one instance constitute a waiver or estoppel with respect to a later breach whether of similar nature or otherwise. Nothing in this provision shall prevent a party hereto from enforcing its rights by such remedies as may be available in lieu of termination of this agreement as specified in Clause 18 hereto.

22. *In the event that there be any term or provision of this agreement becoming invalid, illegal or unenforceable in any respect after execution hereof such invalidity or unenforceability shall not affect any other term or provision of this agreement and this agreement shall be interpreted and construed as if such invalidity illegality or unenforceability had never existed and/or contained in this agreement.*

23. *The failure or delay of either party hereto to perform any obligation under this agreement solely by reason of acts of God, acts of Governmental policies (otherwise than provided herein) riots, wars, strikes, lockouts, accidents in transportation and/or such other causes beyond the party's control shall not be deemed to be a breach of this Agreement.*

    PROVIDED ALWAYS, if the party is so prevented from performing as herein stated it shall continue to take all expedient steps and/or actions within its ability to rectify the situation.

24. *Except where the nature of the happening is such as to prevent the party from doing so the party suffering from the acts by force majeure shall notify the other party in writing within seven (7) days after the occurrence of such happening.*

25. *This agreement shall not be construed by either party hereto as constituting each of them the agent of the other nor the Company as the agent for either of them.*

26. *This Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective successors and assigns but any assignment of this agreement by one party shall not be effective without the written consent of the other party being first had and obtained.*

27. *The costs and expenses incidental to this Agreement shall be paid by the parties hereto but such payments shall be reimbursed by the Company after the execution hereof.*

28. *The terms and conditions, apart from those contained herein on which the Foreign Company has agreed to join and to render necessary help in the manufacture of the said product by the Company by supplying the know-how and transferring its patents and trademarks, have been recorded in a draft of the agreement to be entered into between the Company and the parties hereto and such draft which is approved by both the parties hereto and is annexed hereto as Annexure ?A? shall be deemed to form part of this agreement. On the registration of the said Company the said draft agreement will be got adopted by the Board of Directors of the Company and shall be thereafter executed by and on behalf of the Company and the parties hereto so as to be binding on the Company.*

29. *The parties hereto shall get the Articles of Association of the Company amended, if required, to make them consistent with the terms of this agreement.*

30. *The parties hereto covenant with each other as follows:*

    (a) that it will carry out the provisions of this agreement in good faith and in the spirit it is executed.

    (b) that it warrants and represents to the other party that it has no outstanding commitments or obligations which would impede its ability and right to enter into this agreement and/or fulfill its obligations hereunder except for those disclosed in writing at the time of the execution hereof.

(c) That it will indemnify the other party if the aforesaid warranty and/or representation is found to be false or untrue and save it harmless from all damages, fines, costs and such other expenses in consequence thereof.

(d) That it will not engage or participate in any manner with any other party in any venture within India which may compete and/or be detrimental to the Company<>s manufacture and sale of the Product or the goodwill and well being of the Company generally, and

(e) That it will do such acts and for deeds as are necessary and beneficial to the Company upon the request by the other party hereto.

31. *All disputes and/or differences arising between the parties hereto with regard to his agreement including Annexure ?A? hereto or the duties, powers or liabilities or either party hereunder or with regard to the construction of any clause hereof or any act or thing to be done in pursuance thereof or arising out of anything herein contained whether during the continuance of this agreement or upon or after its termination by any act of either party hereto or otherwise shall be referred to a single Arbitrator in accordance with the provisions of the (Indian) Arbitration & Conciliation Act, 1996.*

32. *Any notice required or permitted to be given hereunder shall be in writing and may be given by the personal service or prepaid mail or by electronic transmissions to the parties hereto at their addresses specified below:*

To the Local Company :

To the Foreign Company :

and any such notice given shall be deemed to have been received by either of the parties hereto within fourteen (14) days after it has been posted and if it is sent by electronic transmission it shall be deemed to have been received within forty eight hours after it has been transmitted. For the purpose of showing proof of posting and/or transmitting it shall be sufficient to produce a letter, a telex, a cable and/or a telefax message containing the notice and properly addressed, posted and/or transmitted to the party intended therefor.

33. *This agreement shall be construed and shall take effect in accordance with the law in India.*

AS WITNESS the Common Seal of the parties hereto have been hereunto affixed, the day and year first hereinabove written.

The common seal of M/s. ABC Co. Ltd., Is hereunto affixed pursuant to the resolution of the Board of Directors dated<> in the presence of Mr<>., a Director duly authorized in that behalf:

The common seal of M/s. XYZ & Co. Ltd., is hereunto affixed pursuant to the resolution of the Board of Directors dated<>. in the presence of Mr<> a Director, duly authorized in that behalf.

WITNESSES:

1. *2.*

EXECUTANT

4.14 Annexure- I: Incentives for Medical Device Park

संख्या-24/2022/1456/77-6-2022-05(एम)/17टीसी-3(1)

प्रेषक,

अरविन्द कुमार
अपर मुख्य सचिव,
उत्तर प्रदेश शासन।

सेवा में,

1-अपर मुख्य सचिव/प्रमुख सचिव, वित्त/न्याय/खाद्य सुरक्षा एवं औषधि प्रशासन/स्टाम्प एवं रजिस्ट्रेशन/राज्य कर/ऊर्जा/पर्यावरण, वन एवं जलवायु परिवर्तन/व्यावसायिक शिक्षा एवं कौशल विकास/ सूक्ष्म, लघु एवं मध्यम उद्यम तथा निर्यात प्रोत्साहन विभाग, उ0प्र0 शासन।

2- मुख्य कार्यपालक अधिकारी, यीडा।

औद्योगिक विकास अनुभाग-6 लखनऊ : दिनांक 17 जून, 2022

विषय- उत्तर प्रदेश फार्मास्युटिकल उद्योग नीति-2018(यथासंशोधित) के प्रस्तर-12.5 के अन्तर्गत केन्द्र सरकार की योजना के अन्तर्गत स्वीकृत "मेडिकल डिवाइस पार्क" के अन्तर्गत स्थापित होने वाली इकाईयों को दिए जाने वाले प्रोत्साहन के संबंध में।

महोदय,

उपर्युक्त विषय के संबंध में अवगत कराना है कि शासनादेश संख्या-2063/77-6-20-5(एम)/2017टीसी-3 दिनांक 04 अगस्त, 2020 द्वारा भारत सरकार की योजना के अन्तर्गत प्रदेश में मेडिकल डिवाइस पार्क परियोजना के लिए यमुना एक्सप्रेस-वे औद्योगिक विकास प्राधिकरण को State Implementing Agency (SIA) नामित किया गया है।

2- भारत सरकार की "मेडिकल डिवाइस पार्क" योजना के अन्तर्गत उत्तर प्रदेश सरकार की ओर से गौतमबुद्धनगर जनपद में मेडिकल डिवाइस पार्क (यीडा द्वारा) की स्थापना किए जाने हेतु प्रस्ताव पर स्वीकृति प्रदान करने हेतु भारत सरकार को प्रस्ताव प्रेषित किया गया, जिसमें राज्य सरकार की तरफ से पार्क में स्थापित होने वाली इकाईयों को दिए जाने वाले इन्सेन्टिव को चिन्हित करते हुए राज्य सरकार की प्रतिबद्धता व्यक्त की गई है।

भारत के विभिन्न राज्यों से कड़ी प्रतिस्पर्धा के बीच भारत सरकार द्वारा उत्तर प्रदेश में मेडिकल डिवाइस पार्क की स्थापना की सैद्धान्तिक स्वीकृति दी गई।

3- मा0 मंत्रिपरिषद के अनुमोदनोपरान्त अधिसूचना संख्या-28/2018/1489/अठ्ठासी-18-07औ0/18, दिनांक 08.06.2018 द्वारा उत्तर प्रदेश फार्मास्युटिकल उद्योग नीति-2018 प्रख्यापित की गई है। इसके क्रम में अधिसूचना संख्या-1764/77-6-20-5(एम)/2017 टीसी-3, दिनांक 13.07.2020 द्वारा इस नीति में प्रथम संशोधन तथा अधिसूचना संख्या-49/2021/2138/अठ्ठासी-21-07औ0/18, दिनांक 15.11.2021 द्वारा इस नीति में द्वितीय संशोधन जारी किया गया है। इस नीति में फार्मास्युटिकल उद्योग को बढावा देने के लिए विभिन्न प्रोत्साहन प्रदान किए जाने का प्राविधान है। उत्तर प्रदेश फार्मास्युटिकल उद्योग नीति (यथासंशोधित) के प्रस्तर-12.5 में निम्नवत प्राविधान है:-

"12.5- केंद्र सरकार की योजना के अधीन स्वीकृत कोई बल्क ड्रग पार्क/मेडिकल डिवाइस पार्क, औद्योगिक विकास विभाग द्वारा विकसित किया जाएगा।

ऐसे पार्कों में इकाइयों के लिए प्रोत्साहन, जो वर्तमान नीति में प्रदान किए गए प्रोत्साहन के अतिरिक्त हैं, का अवधारण औद्योगिक विकास विभाग द्वारा मा0 मंत्रि-परिषद के सम्यक अनुमोदन के पश्चात किया जाएगा।"

4- मा0 मंत्रि परिषद के अनुमोदनोपरान्त अधिसूचना संख्या-49/2021/2138/ अठठासी-27-07औ0/18, दिनांक 15.11.2021 द्वारा निर्गत उत्तर प्रदेश फार्मास्युटिकल उद्योग नीति-2018 (यथा संशोधित) के प्रस्तर 12.5 में निम्नवत संशोधन किए जाने की श्री राज्यपाल द्वारा सहर्ष स्वीकृति प्रदान की जाती है:-

वर्तमान प्रस्तर	संशोधित प्रस्तर
"12.5- केंद्र सरकार की योजना के अधीन स्वीकृत कोई बल्क ड्रग पार्क/मेडिकल डिवाइस पार्क, औद्योगिक विकास विभाग द्वारा विकसित किया जाएगा। ऐसे पार्कों में इकाइयों के लिए प्रोत्साहन, जो वर्तमान नीति में प्रदान किए गए प्रोत्साहन के अतिरिक्त हैं, का अवधारण औद्योगिक विकास विभाग द्वारा मा0 मंत्रि-परिषद के सम्यक अनुमोदन के पश्चात किया जाएगा।"	"12.5- केंद्र सरकार की योजना के अधीन स्वीकृत कोई बल्क ड्रग पार्क/मेडिकल डिवाइस पार्क, औद्योगिक विकास विभाग द्वारा विकसित किया जाएगा। ऐसे पार्कों में इकाईयों के लिए अनुमन्य प्रोत्साहनों का अवधारण औद्योगिक विकास विभाग द्वारा मा0 मंत्रि परिषद के सम्यक अनुमोदन के पश्चात किया जायेगा।"

5- उत्तर प्रदेश फार्मास्युटिकल उद्योग नीति 2018 (यथासंशोधित) के प्रस्तर-12.5 में प्राविधानित व्यवस्था के अधीन केन्द्र सरकार की योजना के अधीन स्वीकृत मेडिकल डिवाइस पार्क के अन्तर्गत स्थापित होने वाली इकाईयों को निम्नवत इन्सेन्टिव दिए जाने का निर्णय लिया गया है:-

5.1- पूंजीगत ब्याज सब्सिडी- मेडिकल डिवाइस पार्क के अन्तर्गत सूक्ष्म, लघु एवं मध्यम उद्यम (एमएसएमई) तथा गैर एमएसएमई उद्योगों के लिए प्रति इकाई अधिकतम रू. 2.00 करोड़ की वार्षिक सीमा के अध्यधीन, सयंत्र और मशीनरी की खरीद हेतु लिए गए ऋण पर अधिकतम 7.5 प्रतिशत की दर से ब्याज की प्रतिपूर्ति वाणिज्यिक उत्पादन प्रारम्भ होने की तिथि से 10 वर्षों तक प्रदान की जाएगी।

5.2- एस0जी0एस0टी0 प्रतिपूर्ति- मेडिकल डिवाइस पार्क के अन्तर्गत इकाईयों को वाणिज्यिक उत्पादन प्रारम्भ होने की तिथि से 10 वर्ष की अवधि तक राज्य को प्रतिवर्ष अर्जित नेट एसजीएसटी के 70 प्रतिशत की प्रतिपूर्ति अथवा स्थिर पूंजी निवेश के 100 प्रतिशत की वसूली तक, जो भी पहले हो की जाएगी। प्रतिपूर्ति की वार्षिक सीमा स्थिर

पूंजी निवेश के 10 प्रतिशत की सीमा तक अनुमन्य होगी। नेट एसजीएसटी की प्रतिपूर्ति त्रैमासिक आधार पर देय होगी।

पार्क के अन्तर्गत स्थापित होने वाली इकाईयों द्वारा शासनादेश संख्या-21/2020/1395/77-6-2020-05(एम)/17टीसी-2, दिनांक 12 जून, 2020 द्वारा निर्गत मानक परिचालन प्रक्रिया (स्टैण्डर्ड ऑपरेटिंग प्रोसीजर) (संशोधित दिनांक 14.12.2020 एवं 26.03.2021) का अनुपालन करना आवश्यक होगा।

5.3- **एयर कार्गो हैंडलिंग चार्ज और फ्रेट इंसेंटिव-** कच्चे माल और तैयार माल को देश के अन्दर तथा बाहर परिवहन के लिए राज्य सरकार द्वारा समय-समय पर तय की गई दर पर एयर कार्गो हैंडलिंग चार्ज और फ्रेट चार्ज के लिए विशेष प्रोत्साहन प्रदान किया जाएगा।

5.4- **ई0पी0एफ0 प्रतिपूर्ति-** मेडिकल डिवाइस पार्क के अन्तर्गत इकाईयों को 100 अथवा उससे अधिक अकुशल श्रमिकों को प्रत्यक्ष रोजगार प्रदान करने वाली सभी नई औद्योगिक इकाईयों को नियोक्ता के अंश के 50 प्रतिशत की दर से ई0पी0एफ0 प्रतिपूर्ति की सुविधा वाणिज्यिक उत्पादन प्रारम्भ होने के 10 वर्ष तक अनुमन्य होगी।

रोजगार के सृजन को बढावा-

न्यूनतम 200 कुशल एवं अकुशल प्रत्यक्ष रोजगार सृजन करने वाली इकाईयों को ई0पी0एफ0 में नियोक्ता अंश का 10 प्रतिशत की दर से अतिरिक्त प्रतिपूर्ति की सुविधा वाणिज्यिक उत्पादन प्रारम्भ होने के 10 वर्ष तक अनुमन्य होगी।

5.5- **शून्य अपशिष्ट प्रोत्साहन-** मेडिकल डिवाइस पार्क के अन्तर्गत स्थापित नई इकाईयों द्वारा पर्यावरण संरक्षण के लिए आवश्यक-वाटर रीसाइक्लिंग, हार्वेस्टिंग और शून्य उत्प्रवाह तकनीक अपनाने हेतु, लिए गए ऋण के ब्याज पर पर्यावरण संरक्षण अवस्थापना ब्याज सब्सिडी के रुप में 05 वर्ष तक 50 प्रतिशत वार्षिक प्रतिपूर्ति, अधिकतम कुल रु0 10 लाख की सीमा तक अनुमन्य होगी।

पर्यावरण संरक्षण सब्सिडी के अन्तर्गत प्रतिपूर्ति उत्तर प्रदेश प्रदूषण नियत्रंण बोर्ड द्वारा निर्गत प्रमाण पत्र प्रस्तुत करने पर दी जाएगी।

5.6- **कौशल विकास-** केन्द्र सरकार की योजना के अधीन स्वीकृत मेडिकल डिवाइस पार्क के अन्तर्गत स्थापित इकाईयों को कौशल प्रशिक्षण प्रदान करने के लिए अधिकतम 50 प्रशिक्षु प्रतिवर्ष की सीमा तक, प्रति प्रशिक्षु प्रति माह रु0 5000, प्रति वर्ष 06 माह के लिए प्रतिपूर्ति 5 वर्षों तक प्रदान की जाएगी। इसकी प्रतिपूर्ति औद्योगिक विकास विभाग द्वारा की जायेगी।

5.7- **पेटेण्ट फाइलिंग शुल्क-** केन्द्र सरकार की योजना के अधीन स्वीकृत मेडिकल डिवाइस पार्क हेतु इकाईयों के पेटेन्ट प्राप्त प्रकरणों में घरेलू पेटेन्ट के लिए अधिकतम 1.5 लाख रुपये के अध्यधीन प्रदत्त पेटेन्ट पर वास्तविक फाइलिंग लागत का 100 प्रतिशत तक तथा अन्तर्राष्ट्रीय पेटेन्ट के लिए अधिकतम 5 लाख रुपये के अध्यधीन प्रदत्त पेटेन्ट पर वास्तविक फाइलिंग लागत का 50 प्रतिशत तक प्रतिपूर्ति की सुविधा वाणिज्यिक उत्पादन प्रारम्भ होने के 10 वर्ष की अवधि में अनुमन्य होगी।

5.8- गुणवत्ता प्रमाणन- मेडिकल डिवाइस पार्क के अन्तर्गत स्थापित इकाईयों को आई.एस.ओ. प्रमाणीकरण के लिए एक वित्तीय वर्ष में आई.एस.ओ. प्रमाणीकरण व्यय का 75 प्रतिशत अधिकतम रू0 75000 प्रति इकाई तथा बी.आई.एस प्रमाणीकरण व्यय का 50 प्रतिशत, अधिकतम रू0 20 हजार प्रति इकाई प्रतिपूर्ति की जाएगी।

5.9- लैण्ड लीज दर- केन्द्र सरकार की योजना के अधीन स्वीकृत मेडिकल डिवाइस पार्क में भूमि आवंटन के लिए भूमि लीज दर यमुना एक्सप्रेस-वे औद्योगिक विकास प्राधिकरण में लागू होंगे।

भू-आवंटन दरें भूखण्डों के क्षेत्रफल के आधार पर रू0 4050.00 से रू0 6670.00 प्रति वर्गमीटर तक परिवर्तित होती है।

क्रमांक	श्रेणी	वर्ष 2020-21 हेतु आवंटन दर
1	4000 वर्गमी0 तक	6670
2	4000 वर्गमी0 - 8000 वर्गमीटर	5680
3	8000 वर्गमी0- 20000 वर्गमी0	4810
4	20000 वर्गमी0 - 40000 वर्गमी0	4370
5	40000 वर्गमी0 -80000 वर्गमी0	4210
6	80000 वर्गमी0 से अधिक	4050

उपरोक्त से अतिरिक्त भूमि की कुल प्रीमियम पर एकमुश्त लीजरेन्ट 27.50 प्रतिशत की दर से देय होगा जोकि भूखण्डों के क्षेत्रफल के आधार पर रू0 1114.00 से रू0 1835.00 प्रति वर्गमी0 तक परिवर्तित होता है।

1. भू-आवंटन हेतु देय कुल प्रीमियम जोकि भू-आवंटन दर तथा देय लीजरेन्ट का योग है जोकि रू0 5164.00 से रू0 8505.00 प्रतिमी0 है।
2. लीज की अवधि 90 वर्ष है।
3. अवस्थापना/परिसम्पत्तियों के रख-रखाव की लागत लीजरेन्ट में निहित है।
4. भूखण्ड हेतु कुल देय प्रीमियम को 05 वर्ष के अन्दर 10 छमाही किश्तों में देय होगी।

उपरोक्त भूखण्ड आवंटन दरों में आगामी 10 वर्षों तक अधिकतम 05 प्रतिशत प्रतिवर्ष की वृद्धि अनुमन्य होगी।

5.10- उपयोगिता शुल्क-

मेडिकल डिवाइस पार्क के अन्तर्गत स्थापित इकाईयों को निम्नलिखित सुविधा प्रदान की जाएगी:-

1- मेडिकल डिवाइस पार्क के अंतर्गत स्थापित इकाईयों को विद्युत रू0 3.95/केडब्ल्यूएच की दर से 10 वर्षों तक उपलब्ध करायी जाएगी। विद्युत दरों में अन्तर की धनराशि की प्रतिपूर्ति औद्योगिक विकास विभाग के बजट से की जाएगी। 10 वर्ष की अवधि में प्रतिवर्ष अधिकतम 5 प्रतिशत की वृद्धि की जा सकेगी।

2- इलेक्ट्रीसिटी ड्यूटी में 100 प्रतिशत छूट 10 वर्षों तक प्रदान की जाएगी।

3- इकाईयों को एकल बिन्दु कनेक्शन के साथ ओपन एक्सेस की सुविधा प्रदान की जाएगी।

4- पार्क में स्थापित इकाईयों को विद्युत के वितरण के लिए यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण (यीडा) को वितरण लाइसेन्स प्रदान किया जाएगा।

5- जल- रु0 4 प्रति केएल की दर से 10 वर्षों तक उपलब्ध कराया जाएगा। इस अवधि में दरों में प्रति वर्ष अधिकतम 05 प्रतिशत की वृद्धि की जा सकेगी।

6- पार्क स्थित वेयरहाउस में भण्डारण के लिए 10 वर्षों तक रु0 100/ वर्गमीटर/माह की दर से शुल्क लिया जाएगा। इसमें प्रति वर्ष अधिकतम 05 प्रतिशत की वृद्धि की जा सकेगी।

7- पार्क अनुरक्षण शुल्क के रूप में कोई शुल्क नहीं लिया जाएगा।

5.11- स्टाम्प ड्यूटी में छूट- पार्क स्थित सभी नई इकाईयों के लिए 100 प्रतिशत स्टाम्प ड्यूटी में छूट अनुमन्य होगी। इसके लिए नियमानुसार बैंक गारण्टी देय होगी।

5.12- विपणन सहायता-

एमएसएमई इकाईयां- मेडिकल डिवाइस पार्क के अन्तर्गत स्थापित एमएसएमई इकाईयां अंतर्राष्ट्रीय/प्रदर्शनियों/मेलों में प्रतिभाग करने के लिए व्यय का 50 प्रतिशत, अधिकतम रु0 5 लाख, यात्रा एवं आवास व्यय को छोड़कर, प्रति इकाई व्यय प्रतिपूर्ति की पात्र होंगी। यह प्रोत्साहन इकाई को पूरे नीति अवधि में एक बार दिया जाएगा।

6.0- प्रोत्साहनों को प्रदान करने के सम्बन्ध में प्रक्रिया निर्धारणः-

6.1 केन्द्र सरकार की योजना के अधीन स्वीकृत मेडिकल डिवाइस पार्क के अन्तर्गत स्थापित इकाईयों को लेटर ऑफ कम्फर्ट जारी करने तथा प्रोत्साहन संवितरण के लिए औद्योगिक विकास विभाग नोडल विभाग होगा।

6.2 "नोडल संस्था" का तात्पर्य यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण(यीडा) से है।

6.3 नोडल संस्था द्वारा मेडिकल डिवाइस पार्क का कार्यान्वयन/प्रबन्धन किया जाएगा। लेटर ऑफ कम्फर्ट प्राप्त करने तथा प्रोत्साहन प्राप्त करने हेतु समस्त आवेदन नोडल संस्था के समक्ष सिंगल विण्डो पोर्टल के माध्यम से प्रस्तुत किये जाएंगे।

6.4 प्राप्त आवेदनों का नोडल संस्था द्वारा आवश्यक मूल्यांकन किया जाएगा। तदोपरान्त औद्योगिक विकास विभाग उत्तर प्रदेश शासन के माध्यम से स्पष्ट संस्तुतियों सहित उच्चस्तरीय समिति के समक्ष प्रस्तुत किया जाएगा।

6.5 इस प्रयोजन हेतु अवस्थापना एवं औद्योगिक विकास आयुक्त की अध्यक्षता में एक उच्चस्तरीय समिति का गठन निम्नानुसार किया जाएगाः-

(क)- अपर मुख्य सचिव/प्रमुख सचिव/सचिव, अवस्थापना एवं औद्योगिक विकास विभाग।

(ख)- अपर मुख्य सचिव/प्रमुख सचिव/सचिव, सूक्ष्म, लघु एवं मध्यम उद्यम तथा निर्यात प्रोत्साहन विभाग।

(ग)- अपर मुख्य सचिव/प्रमुख सचिव/सचिव, वित्त विभाग।

(घ)- अपर मुख्य सचिव/प्रमुख सचिव/सचिव, खाद्य सुरक्षा एवं औषधि प्रशासन विभाग।

(ङ)- अपर मुख्य सचिव/प्रमुख सचिव/सचिव, स्टाम्प एवं रजिस्ट्रेशन विभाग।

(च)- अपर मुख्य सचिव/प्रमुख सचिव/सचिव, न्याय विभाग।

(छ)- अपर मुख्य सचिव/प्रमुख सचिव/सचिव, ऊर्जा विभाग।

(ज)- अपर मुख्य सचिव/प्रमुख सचिव/सचिव, व्यावसायिक शिक्षा एवं कौशल विकास विभाग।

(झ)- अपर मुख्य सचिव/प्रमुख सचिव/सचिव, राज्य कर विभाग।

(ञ)- अपर मुख्य सचिव/प्रमुख सचिव/सचिव, पर्यावरण, वन एवं जलवायु परिवर्तन विभाग।

(ट)- सचिव, प्रदूषण नियंत्रण बोर्ड।

(ठ)- निदेशक, निर्यात प्रोत्साहन ब्यूरो।

(ड)- औषधि नियंत्रक, उ0प्र0।

(ढ)- मुख्य कार्यपालक अधिकारी, यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण (यीडा)- सदस्य सचिव/संयोजक।

उक्त समिति की बैठकों में आवेदको के प्रतिनिधियों को आमंत्रित किया जाएगा, यद्यपि अनुमोदन की प्रक्रिया आवेदक की अनुपस्थिति के कारण बाधित नहीं होगी।

6.6 उच्चस्तरीय समिति की संस्तुतियों के उपरान्त 'लेटर ऑफ कम्फर्ट' जारी करने तथा प्रोत्साहन लाभ के वितरण के प्रस्ताव को निम्नलिखित प्राविधानों के अनुसार अंतिम अनुमोदन के लिए प्रस्तुत किया जाएगा-

- रू. 500 करोड़ तक के पूंजी निवेश के प्रस्ताव माननीय मंत्री, औद्योगिक विकास विभाग के समक्ष तथा
- रू. 500 करोड़ से अधिक के पूंजी निवेश के प्रस्ताव माननीय मंत्रिपरिषद के समक्ष प्रस्तुत किए जाएंगे।

6.7 आवेदन पत्रों को प्रस्तुत करने एवं लाभ दिए जाने के संबंध में प्रक्रिया आदि निर्धारण औद्योगिक विकास विभाग द्वारा किया जाएगा। योजना के कार्यान्वयन की समय-समय पर समीक्षा की जाएगी। योजना की व्याख्या पर किसी भी स्पष्टीकरण की आवश्यकता होने की दशा में उच्च स्तरीय समिति की संस्तुति पर मा0 मंत्री, औद्योगिक विकास विभाग के अनुमोदन के उपरान्त ऐसा स्पष्टीकरण किया जाएगा।

6.8 योजना से संबंधित बजट औद्योगिक विकास विभाग के लेखा-शीर्षक से वहन किया जाएगा।

6.9 समस्त प्रोत्साहन धनराशि का 0.5 प्रतिशत यीडा द्वारा प्रशासनिक शुल्क के रूप में कटौती कर लिया जाएगा।

7- मेडिकल डिवाइस पार्क के अन्तर्गत स्थापित होने वाली इकाईयों द्वारा संगत पर्यावरणीय नियमों/अधिनियमों तथा मा0 न्यायालयों/न्यायाधिकरणों द्वारा समय-समय पर निर्गत आदेशों का अनुपालन सुनिश्चित किया जायेगा।

8- इस संबंध में मुझे यह कहने का निदेश हुआ है कि कृपया तदनुसार अग्रेतर कार्यवाही सुनिश्चित कराने का कष्ट करें।

भवदीय,

(अरविन्द कुमार)
अपर मुख्य सचिव।

संख्या एवं दिनांक-तदैव।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्कय कार्यवाही हेतु प्रेषित:-

1- सचिव, औषध विभाग, रसायन एवं उर्वरक मंत्रालय, भारत सरकार।
2- स्टाफ ऑफिसर, मुख्य सचिव, उ0प्र0 शासन।
3- मुख्य कार्यपालक अधिकारी, इन्वेस्ट यूपी।
5- मुख्य कार्यपालक अधिकारी, समस्त औद्योगिक विकास प्राधिकरण।
4- प्रबन्ध निदेशक, पिकप।
5- जिलाधिकारी, गौतमबुद्धनगर।
6- गार्ड फाइल।

आज्ञा से,

(अनिल कुमार)
संयुक्त सचिव।

1.16 Annexure

1. *Quantifiable permanent employment with maximum guaranteed numbers employed by the proposed industry. Also show here an approximate expenditure on wages and salaries at full production level.*
2. *A plan by the concerned company for utilizing the land area, such that they are not seeking excessive rent by getting cheaper land far in excess of their actual proposed investment cycle. So, what they will put up in 2-3 years/3-5 years /5-7 years. If they speak of a 20 years requirement, then of course, the land cost would have to be graded upward.*
3. *To bring out the number of types of ancillary & downstream units and their approximate (i) manufacturing value (ii) employment generation (iii) in turn what they are likely to spend in the local area on wages and salaries.*
4. *The taxes and other benefits which will flow to the State Government from the setting up of such a mother company / anchor industry.*
5. *The expenditure in the local area and how it supports the local economy, whether through housing or monthly expenditure.*

The company submitting the DPR should cover the above features and the additional e.g. bringing high technology

4.14. Annexure-J Objective Parameter for Evaluation

Yamuna Expressway Industrial Development Authority

Objective Parameter for the evaluation of the project/Application form.

औद्योगिक भूमि ऑवंटन हेतु आब्जेक्टिव पैरामीटर

कुल अंक = 100

क्र0 सं0	मद		निर्धारित अंक	कुल प्राप्तांक
1	कम्पनी की स्थिति	1.100 प्रतिशत प्रत्यक्ष विदेशी निवेश (FDI) वाली परियोजनाएं 2.गत 03 वर्षों में निरन्तर फॉरच्यून ग्लोबल–500 में सम्मिलित कम्पनियाँ 3.निरन्तर 03 वर्षों में इक्नॉमिक टाईम्स में सम्मिलित कम्पनियाँ 4.फोर्ब्स ग्लोबल–2000 / एशिया की सर्वश्रेष्ठ–200 कम्पनियों में गत 03 वर्षो में सम्मिलित कम्पनियाँ एवं उनकी होल्डिंग / सहायक कम्पनियाँ	25	
02	नेटवर्थ / लिक्वीडिटी एवं विगत 03 वर्षों की आडिटेड बैलेन्स शीट एवं कैशफ्लो	**1. नेटवर्थ** परियोजन लागत का 30 प्रतिशत या उससे अधिक होने पर	05	
		2. लिक्विडिटी परियोजन लागत का 20 प्रतिशत या उससे अधिक होने पर	05	
		3. गत तीन वर्षों का संचयी (क्यूमेलेटिव) **टर्न–ओवर** परियोजना लागत का –		
		i. 5 गुना या उससे अधिक होने पर–	05	
		ii. 3 गुना से 5 गुना होने पर–	03	
		iii. 3 गुना से कम होने पर	शून्य	
3	वित्तीय क्षमता स्ववित्त पोषित / ऋण	1.1 स्ववित्त पोषित 60 प्रतिशत से अधिक होने पर	10	
		1.2 स्ववित्त पोषित एवं बैंक ऋण का प्रतिशत		
		1. 40 / 60	05	
		2. 30 / 70	03	
4	प्रस्तावित निवेश–परियोजना में भवन निर्माण एवं मशीनरी / संयत्र पर प्रस्तावित पूँजी निवेश, भूमि पर निवेश की तुलना में	**2.1** भूमि पर निवेश के 2 गुणा तक	03	
		2.2 भूमि पर निवेश के 3 गुणा तक	05	
		2.3 भूमि पर निवेश के 5 गुणा तक	08	
		2.4 भूमि पर निवेश के 5 गुणा से अधिक	15	

5	एक ही औद्योगिक क्षेत्र में इकाई द्वारा अतिरिक्त भूमि की अथवा परियोजना विस्तार हेतु **(दिल्ली एन0सी0आर0 क्षेत्र में इकाई क्रियाशील होने पर)** / स्टार्ट–अप इकाई होने पर	उक्त मद में अर्ह होने पर अंक दिये जायेंगे अन्यथा शून्य अंक दिया जायेगा	05	
6	रोजगार सृजन स्थानीय व्यक्तियों को रोजगार कुल दिये गये रोजगार के प्रतिशत् में	**3.1** इकाई में कुल सृजित रोजगार में से 20 प्रतिशत् से कम स्थानीय रोजगार होने पर।	0	
		3.2 इकाई में कुल सृजित रोजगार में से 20 प्रतिशत् से 30 प्रतिशत् स्थानीय रोजगार होने पर।	02	
		3.3 इकाई में कुल सृजित रोजगार में से 30 प्रतिशत् से 40 प्रतिशत् स्थानीय रोजगार होने पर।	03	
		3.4 इकाई में कुल सृजित रोजगार में से 40 प्रतिशत् से अधिक स्थानीय रोजगार होने पर।	05	
7	महिला उद्यमी / अनुसूचित जाति / जनजाति / विकलांग उद्यमी। (आवेदक कम्पनी / साझेदारी फर्म में इस श्रेणी के उद्यमियों की कम से कम 26 प्रतिशत अंशधारिता होनी चाहिए)	उक्त मद में अर्ह होने पर अंक दिये जायेंगे अन्यथा शून्य अंक दिया जायेगा।	05	
8	भुगतान पद्धति	1. 100 प्रतिशत भुगतान 90 दिन में करने पर	10	
		2. 75 प्रतिशत भुगतान 90 दिन में करने पर	08	
		3. 50 प्रतिशत भुगतान 90 दिन में करने पर	05	
		नोटः– शेष धनराशि का भुगतान प्राधिकरण की प्रचलित नीति के अनुसार किया जायेगा।	–	
9	परियोजना प्रस्तुतीकरण	समिति के समक्ष प्रोजेक्ट प्रस्तुतीकरण के आधार पर मूल्यांकन के सापेक्ष न्यूनतम 0 से अधिकतम 10 अंक	10	

उक्त प्रस्तावित Objective Criteria के आधार पर अर्हता निम्नवत निर्धारित होगी–

1. क्रम संख्या–1 पर उल्लिखित श्रेणी के अन्तर्गत आवेदन प्राप्त होने पर क्रम संख्या 1 से 8 तक प्रस्तावित मानकों में निर्धारित अर्हता अनुसार अधिकतम प्राप्त होने वाले अंकों (90 अंक) का न्यूनतम 60 प्रतिशत अंक अर्थात 54 अंक या उससे अधिक अंक प्राप्त करने वाले आवेदक अर्ह होगें।
2. क्रम संख्या–1 पर उल्लिखित श्रेणी के अन्तर्गत प्राप्त न होने पर क्रम संख्या 2 से 8 तक प्रस्तावित मानकों में निर्धारित अर्हता अनुसार अधिकतम प्राप्त होने वाले अंकों (65 अंक) का न्यूनतम 60 प्रतिशत अंक अर्थात 39 अंक या उससे अधिक अंक प्राप्त करने वाले आवेदक अर्ह होगें।






4.17 Annexure: Illustrative representation of MD-5 License

सत्यमेव जयते

FORM MD-5

[See sub-rule (4) of rule 20 and sub-rule (6) of rule 20]

Licence to Manufacture for Sale or for Distribution of Class A or Class B medical device

Licence Number: MFG/[redacted]

Endorsement No. 1

1. M/s [redacted] has been licenced to manufacture for sale or for distribution the below listed medical device(s) at the premises situated at [redacted]

2. Details of medical device(s) [Annexed]

3. This licence is subject to the provisions of the Medical Devices Rules, 2017 and conditions prescribed therein.

ANNEXURE

S.No.	Details Of Device(s)
1	Generic Name:Semi Automatic Biochemistry Analyzer Model No.:NIL Intended Use:The Semi Automatic Biochemistry Analyzer has been widely used to quantitative measuring and analyzing various biologic and chemical elements of human body fluid in clinic. Class of medical device:Class A Material of construction:Semi Biochemistry Analyzer consists of different modules including a sampler, pump, mixing coils, optional sample treatments (dialysis, distillation, heating, etc.), a detector, and data generator. Dimension(if any):422mmX176mmX324mm Shelflife:10 Years Sterile or Non sterile:Non-Sterilized Brand Name(if registered under the Trade Marks Act, 1999):Avienbio

SANJIVA KUMAR CHAURASIA

Digitally signed by SANJIVA KUMAR CHAURASIA
Date: 2023.03.25 14:32:27 +05'30'

(S.K. Chaurasia)
Drug Licensing and Controlling Authority
Uttar Pradesh
State Licensing Authority

Place: Lucknow

Date25-Mar-23

1.18 Annexure: Illustrative represtation of MD-10 License

सत्यमेव जयते

FORM MD-10

[See sub-rule (1) rule 25]

Loan Licence to Manufacture for Sale or for Distribution of Class C or Class D medical device

Loan Licence Number: MFG/[redacted]

1. [redacted] has been licenced to manufacture for sale or for distribution the below listed medical device(s) at the premises situated at [redacted]. Plot No. [redacted]

2. Details of medical device(s) [Annexed]

3. The names, qualifications and experience of the competent technical staff responsible for the manufacture and testing of the above mentioned medical device(s): As per records maintain by the manufacturer

4. This licence is subject to the provisions of the Medical Devices Rules, 2017 and conditions prescribed therein.

ANNEXURE

S.No.	Details Of Device(s)
1	Generic Name:Bone Screws Model No.:LOCKING SCREWS - SELF TAPPING / SELF DRILLING - DIA 1.5MM TO 9MM / LENGTH 5MM TO 180MM,PLUG SCREW FOR SCREWS - SMALL TO EXTRA LARGE,SET SCREW - SMALL TO EXTRA LARGE,CANNULATED HERBER SCREW- SELF TAPPING / SELF DRILLING - DIA 1.5MM TO 7MM / LENGTH 5MM TO 140MM,MALLEOLAR SCREW - DIA 3.5MM TO 4.5MM / LENGTH 10MM TO 140MM,SHAFT SCREW - DIA 3.5MM TO 4.5MM / LENGTH 10MM TO 140MM,HIP SCREW - LENGTH 15MM TO 180MM,COMPRESSION SCREW - LENGTH 10MM TO

CDSCO
VENUG OPAL G SOMANI

The Emerging Hub
for medical device in India









YEIDA

Invites application for
the allotment of plots in
SECTOR 28

MEDICAL DEVICES PARK

Yamuna Expressway Industrial Development Authority

(U.P. Government Undertaking)

1st Floor, Commercial Complex, Block-P-02, Sector-Omega-1, Greater Noida 201308, Distt. Gautam Budh Nagar, U.P.,

Yamuna Expressway Industrial Development Authority
YEIDA
FUTURE IS HERE

Toll Free No.: 18001808296, E-mail: info.yeidamedicaldevicepark@gmail.com