

**TERMS AND CONDITIONS**  
**FOR REIMBURSEMENT OF EXPENDITURE ON**  
**MODERNISATION/ UPGRADATION/ SETTING UP OF**  
**GINNING AND PRESSING UNITS UNDER**  
**MINI MISSION IV OF**  
**TECHNOLOGY MISSION ON COTTON**

The project of modernization/ upgradation/ setting up of a ginning and pressing unit at \_\_\_\_\_ in the State of \_\_\_\_\_ with a project of Rs. \_\_\_\_\_ lakh submitted by M/s. \_\_\_\_\_.

hereinafter referred to as "the Grantee" is hereby sanctioned under Mini Mission IV of the Technology Mission on Cotton (hereinafter referred to as "TMC") of the Government of India subject to the following terms and conditions:

1. The Grantee shall carry out the work of modernization/ upgradation of the ginning and pressing factory more particularly described in the Schedule hereunder written and hereinafter referred to as the "the said factory" in accordance with the proposal submitted by it to the TMC in that behalf and sanctioned by the TMC with or without modifications in terms of the details laid out in Annexure - II hereto.
2. The Grantee will be entitled to reimbursement of 25% of the cost incurred for the modernization/ upgradation of the Grantee's factory subject to an upper limit of Rs. .... lakh. The grant shall be released to the Grantee on reimbursement basis of satisfactory completion of work of modernization/ upgradation of his factory as approved by the TMC.
3. The Grantee shall modernize his composite unit as a whole and in terms of the sanctions order.

Or

Since the Grantee has only a ginning/ pressing (strike out as irrelevant) factory, he shall have to undertake and complete the upgradation of the factory to a composite factory with both ginning and pressing facilities within the same premises, in terms of this sanction order.

Or

The Grantee shall set up the new composite ginning and pressing factory within a common premises in terms of this sanction order (strike out as not appropriate)

4. The Grantee shall not avail of or be entitled to any other grant or subsidy from any other Government of India agency including any loan from the Technology Upgradation Fund Scheme set up by the Ministry of Textiles, Government of India with effect from 1<sup>st</sup> April 1999.
5. Modernization/ upgradation/ establishment of the Grantee's said factory shall conform to the requirements of an ideal ginning and pressing factory as defined by the TMC vide Annexure – III.
6. If the TMC suggests any change(s) in the original proposal of the Grantee for modernization/ upgradation of his/ its said factory, the same shall be accepted by the Grantee.
7. The Grantee shall also accept the priorities suggested by the TMC in the execution of the work of modernization/ upgradation/ establishment of the said factory.
8. The advice, if any, given by the TMC in the matter of purchase of equipments/ machineries for his/ its said factory shall be accepted by the Grantee.
9. If the TMC takes a decision to make centralized purchases of equipments/ machineries for different factories for modernization/ upgradation thereof, the said decision shall be accepted by an be binding upon the Grantee.
10. The modernization/ upgradation work shall be carried out by the Grantee strictly in accordance with the guidelines prescribed by the TMC, if any, from time to time.
11. Execution of the project shall be completed in all respects before \_\_\_\_\_ as stipulated by TMC in that behalf. An extension in the project completion period, not exceeding 6 months, may be granted by the TMC in its absolute discretion, if it is fully satisfied by the grounds furnished by the Grantee in that behalf. Any cost of overrun due to such delay/ extension shall, however, not be eligible for calculation of the subsidy @ 25%.
12. TMC will be entitled to periodically review the progress of the modernization/ upgradation work for the completion thereof within the stipulated time.
13. The Grantee shall submit quarterly progress reports of the project work for the completion thereof within the stipulated time. Once the project is completed, the same will be intimated in writing by grantee to TMC Cell for final inspection. Expenditure on account of first two visits to G & P units on account of final inspection will be borne by TMC and any expenditure incurred on account of final inspection beyond 2<sup>nd</sup> visit will be borne by grantee only.

14. The Grantee shall provide all facilities to the TMC for taking inspection at any time of his said factory for verifying the progress of modernization/ upgradation work.
15. The Grantee shall insure and keep insured the modernized/ upgraded factory and all its equipments/ machineries and other assets at all times and shall, whenever required, produce before the TMC/ Government of India authorities the Insurance policy or policies and the receipts for the premium paid by the Grantee.
16. After the completion of the project work, the Grantee shall be solely responsible for the proper maintenance and upkeep of the said factory and its equipments/ machineries and TMC/ Government of India authorities, shall be entitled at any time to visit the said factory for the purpose of verifying its conditions and its operation.
17. The Grantee will ensure that a display board is prominently placed in the ginning and pressing unit itself where it will be clearly written that the ginning and pressing unit has been upgraded/ modernized/ set up under Mini Mission IV of Technology Mission on Cotton, a centrally sponsored scheme of the Ministry of Textiles, Government of India, New Delhi.
18. If the Grantee is unable to complete the modernization/ upgradation work within the stipulated or extended time or fails or neglects to carry out the said work or to observe the terms and conditions as provided hereinabove, then and in such event the TMC/ Government of India shall be entitled to not to reimburse any amount of assistance for upgradation/ modernization/ establishment of the said factory.
19. Unless and until the project in respect of the said factory is completed in all respects and confirmed in writing by the TMC, the Grantee must retain the absolute ownership and control and charge of the said factory and shall not change its constitution in any manner without the prior written consent of the TMC, failing which, TMC/ Government of India shall be entitled to refuse reimbursement of any amount of assistance for the said project.
20. The Grantee shall not sale, transfer, lease or create any interest in favour of third party or otherwise alienate the ownership and control of the factory so assisted for atleast three years from the date of completion and commission of the project.
21. After the said factory is duly modernized/ upgraded with the grant from TMC, the Grantee shall always ensure all modern machines/ systems are put to appropriate use and that BIS standards in respect of bale packaging as well as TMC norms for trash content are strictly adhered to.

22. If the Grantee, after release of the grants, fails to abide by the terms and conditions stipulated at Sr. 20 of this Annexure at all times, the Government of India, through the TMC or the Textile Commissioner, shall be entitled to recover the grants released to the Grantee.

23. These terms and conditions shall be deemed to mean and include and shall be binding upon –

- a. the heirs, executors, administrators and assignees of the Grantee if the Grantee is an individual person or persons;
- b. the partner or partners for the time being and the heirs, executors, administrators and assignees of the last surviving partner if the Grantee is a partnership firm;
- c. the successors and assignees of the Grantee if the Grantee is a limited company.

IN WITNESS WHEREOF the parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

SCHEDULE

**SIGNED, SEALED AND DELIVERED** )  
by the within named Technology Mission on )  
Cotton, by its authorized \_\_\_\_\_ )  
\_\_\_\_\_ Ministry of )  
Textiles, Government of India, in the presence of ) ( )  
\_\_\_\_\_ )

**SIGNED, SEALED AND DELIVERED** )  
by the within named Grantee \_\_\_\_\_ or )  
by the duly authorized Executive/ Officer )  
\_\_\_\_\_ in )  
the presence of )  
\_\_\_\_\_ )