

CRISIL Limited  
CRISIL House,  
Central Avenue,  
Hiranandani Business Park,  
Powai, Mumbai - 400 076,  
Maharashtra, India.

Dear Sir,

### Request for SME-CRISIL Rating

We request you to assign an SME rating to our company / firm. We are agreeable to the terms and conditions as given in **Annexure I**. We are pleased to attach the following:

1. Required information and documents as listed in Annexure II
2. Application fee details: \_\_\_\_\_
  - i) Rating Fee of Rs. \_\_\_\_\_
  - ii) Add Service Tax Rs. \_\_\_\_\_
  - iii) Less TDS (if applicable)Rs. \_\_\_\_\_
  - iv) Final amount payable Rs. \_\_\_\_\_
  - v) By Crossed Cheque / Pay Order / Bank Draft No. \_\_\_\_\_Dated: \_\_\_\_\_ in favour of **CRISIL Limited**.

### 3. Details of an organisation :

Name of the Unit : \_\_\_\_\_

Registered Office Address : \_\_\_\_\_

Factory Address : \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin: \_\_\_\_\_

Tel.: \_\_\_\_\_ Mobile No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Website : \_\_\_\_\_ Email: \_\_\_\_\_

Pan Card No : \_\_\_\_\_

Name and contact no.of authorized person for ratings information/ Documents: \_\_\_\_\_

Name and contact no of the Business Development Officer: \_\_\_\_\_

Name and contact no of the Marketing Associate: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_

I / We declare that I / We agree to CRISIL sharing our rating and the rating report with our banker(s) \_\_\_\_\_ . **(Strike off if not applicable)**

We confirm that we are aware that the rating assigned by CRISIL Ltd under this assignment will not be eligible for consideration under RBI's 'New Capital Adequacy Framework' (commonly known as 'Basel Rating' or 'Bank Loan Rating') declared for Banks

Yours truly,

(Authorised signatory of the SME along with the company rubber stamp)

## Annexure I - Terms & Conditions

1. We confirm that our organisation is a Proprietary / Partnership firm / Private Limited Company / Public Limited Company / Co-operative Society (Please strike off which is not applicable).
2. After receiving our completed Application, CRISIL will conduct the rating exercise, assign the rating ("Rating"), communicate the Rating and furnish the Rating Report and Rating Letter to us after the Rating is communicated to us and accepted by us.
3. In the event of our not accepting the Rating assigned by CRISIL, we will forthwith communicate the same in writing to CRISIL within five working days from the date of communication of Rating to us. If no communication is received by CRISIL from our side within this period, CRISIL will assume that the rating has been accepted by us and display the rating assigned on its website and other publications during the period of its validity.
4. **We understand that the Rating is a one-time exercise and the Rating will not be kept under surveillance.** The rating will be valid for one year from the date of assigning the Rating, subject to no significant changes/events occurring during this period that could materially affect the business or financial parameters of the organisation as mentioned in the rating report ("Rating Report"). The Rating assigned will automatically expire after 1 year from the date of assignment. CRISIL, however, recommends a review of the Rating if the organisation experiences significant changes/events during this period which could impact the organisation / its Rating. CRISIL encourages annual reviews of the initial rating assigned after the expiry of one year of such Rating. Upon submission of a written request by us to that effect, the subsequent annual reviews after the initial rating would be done at a lesser rating fee than the initial rating fee.
5. We expressly agree:
  - i) to cooperate with CRISIL in order to enable CRISIL to determine the Rating for our organisation.
  - ii) to furnish information / documents to CRISIL, as may be required, which is/are true, adequate, timely, accurate and complete in quality and contents.
  - iii) to arrange for site visits by CRISIL's representatives and arrange for meetings with our auditors, bankers, suppliers, etc as and when requested by CRISIL
  - iv) to provide CRISIL a certificate on the performance of our Loan account (in the format enclosed in Annexure III) from the main bank / financial institution from which we have availed a loan / cash credit or similar facility, every year upon the assignment of rating
6. We understand that the Rating reflects CRISIL's opinion, of our organisation's relative creditworthiness adjudged among other SMEs, at the time of the Rating. The Rating does not constitute an audit of our organisation by CRISIL. The Rating and rating report are based on the information provided to CRISIL by the organisation and / or obtained by CRISIL from sources it considers reliable including published annual reports, management meetings, industry data and discussions with bankers, customers and suppliers. CRISIL does not guarantee the accuracy, adequacy or completeness of any information on which the Rating and the report are based and is not responsible for any errors or omissions or for the results / opinions obtained from the use of the Rating or the Rating Report. The Rating is also not a recommendation to enter into any transaction with the organisation. In case our organisation is wound up or merged or amalgamated or acquired with / by another entity, we undertake to forthwith make an application in writing to CRISIL for withdrawal of Rating, with the relevant details of such winding up, merger or amalgamation or acquisition or similar event.
7. We will use the Rating assigned by CRISIL, only after its acceptance by us, for the sole purpose for which the Rating was requested by us and assigned by CRISIL. The Rating shall not be used for any other purpose by us or by any of our associates / subsidiaries in any manner, whatsoever.
8. Once the Rating is accepted by us in writing or deemed as accepted by us, as stated in Clause 3 above, CRISIL shall publicly disseminate the assigned Rating. The methods of public dissemination used by CRISIL shall include press releases, display on websites etc.
9. CRISIL shall disclose all or any of the Rating/s assigned to our organisation, (including the rationale for the assigned Rating, if any), including any information provided by us to CRISIL, to Government and / or Regulatory Authorities like the Ministry of Finance (MOF), Securities and Exchange Board of India (SEBI) or the Reserve Bank of India (RBI) and / or any other Statutory Authorities, including but not limited to, a Court of Law, when required to do so in law/or may also do so when called upon by the aforementioned Authorities/Courts of Law.
10. CRISIL may unilaterally suspend the Rating if our organisation fails to pay in full the amounts due to CRISIL including the rating fee despite repeated reminders made by CRISIL orally or in writing; CRISIL is ordered to do so by any order of any Court, tribunal, Governmental, Statutory or Regulatory Authorities, Ministry of Finance, SEBI, RBI etc.; CRISIL is of the opinion that circumstances warrant suspension of the Rating assigned by CRISIL.
11. Notwithstanding what is stated above, if CRISIL is of the opinion that there exist circumstances that justify in maintaining the same Rating or in changing/suspending/withdrawing the Rating, it can do so without

any reference to our organisation and such a decision shall be final and binding on us and shall not be questioned by our organisation in any manner whatsoever.

12. We request CRISIL to send to us by phone / SMS / email its general or specific information on ratings of SSIs/SMEs, general industry trends, progress on the said rating assignment, etc.
13. In the event of our organization deducting TDS, we will send to CRISIL our TDS certificate subsequently but before the end of the financial year (April to March).
14. Subject to Clause 15 below, all fees are non-refundable and are payable in advance. On our acceptance of these terms and conditions we are required to forward to CRISIL a cheque / demand draft towards payment of the Rating fee along with the information /documents mentioned in Annexure II.
15. In the event of the request for rating being treated as closed by CRISIL due to non-receipt of the complete information from the organisation, 50% of the fees received from the organisation shall be refunded by CRISIL. However, if the organization backs out from the rating process after CRISIL has carried out its inspection or commenced its rating exercise, no amount shall be refunded to the organisation.
16. Save and except as provided above, all information received by CRISIL for the purpose of ascertaining the Rating, which is non-public in nature, shall be held by CRISIL in strict confidence. It shall be used solely for the purpose of determining the Rating.
17. Notwithstanding anything to the contrary mentioned above, we agree and undertake to indemnify CRISIL, its Directors, Rating Committee members, officers and employees, related to the services provided in connection with the rating assignment against all or any actions, claims, suits, costs, losses, damages, including but not limited to attorney's or consultant's fees paid/incurred as a result of any false, inaccurate or misleading information of any nature, provided by us to CRISIL, on which CRISIL may have relied in any manner while assigning the Rating.
18. We agree that all disputes with respect to and / or in connection with any rating assigned, changes in Rating, the rationale for the Rating and / or the terms and conditions shall be settled by reference to Director - SME Ratings of CRISIL whose decision shall be final and binding on both the parties.

We Agree, Accept and Confirm (Signature):

For and on behalf of  
(Stamp of the Organisation)

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Name/s \_\_\_\_\_  
Designation/s \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_

## Annexure –II List of documents and information required

Note: Submission of the following documents and information is extremely important. It is in the interest of the customers to fulfil these requirements to help CRISIL ensure accuracy in the rating process.

### Immediate requirement: (to be submitted with Rating application form)

1. Annual reports / financial statements for the immediately preceding 3 financial years, including audit reports if the accounts are audited.
2. Copy of the Memorandum of Association and Articles of Association for companies / Partnership Deed for partnerships.

### Additional requirement: (can be submitted during the Rating process)

1. Certified net worth statement or copy of the most recent income tax returns of each promoter / partner.
2. Documents supporting change in name, legal structure or authorized capital, if any.
3. Copy of the organisation's last income tax return, sales tax return, excise payment and wealth tax returns, And EPF/ESIC payments
4. Details of litigations against the organisation or against the promoters / partners.
5. Details / history of default on debt repayments, if any.
6. Copy of insurance policies for the insurance of plant and machinery, equipment, building and stock.
7. Organization chart including resume of promoters, directors / partners and key management personnel (including Age, designation, current responsibilities, qualification and experience) and photographs.
8. Shareholding pattern for companies; share of partners in capital invested and share in profits or loss for Partnerships.
9. Copy of quality certificates, export awards, membership of any associations / industry, if any.

### CRISIL Privacy Notice

#### WHAT PERSONALLY IDENTIFIABLE INFORMATION ( \_PII \_ ) DOES CRISIL COLLECT ABOUT YOU?

Contact information that you provide to us (such as your name, title and organization, address, telephone number, fax number, e-mail address).

#### WHY DOES CRISIL COLLECT THIS INFORMATION?

To process your transactions, maintain your account and respond to your inquiries.

To provide you with information about services and products that we believe may be of interest to you offered by CRISIL and other parts of our parent company, The McGraw-Hill Companies, Inc. ( \_McGraw-Hill \_)

#### HOW DOES CRISIL SHARE YOUR PII?

With our vendors to perform services on our behalf.

When legally compelled or for other legal purposes.

#### IF YOU WANT TO LIMIT USE OR SHARING OF YOUR PII FOR MARKETING PURPOSES:

Indicate your preferences below or visit us online at [www.crisil.com/privacy](http://www.crisil.com/privacy) or write to us at: [privacy@crisil.com](mailto:privacy@crisil.com) with the following instructions:

I do not want to be contacted by CRISIL via these methods for marketing purposes:

Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_ I do not want to be contacted by CRISIL through any method for marketing purposes.

\_\_\_\_\_ I do not want to be contacted by other parts of McGraw-Hill through any method for marketing purposes.

We have established safeguards and use reasonable security measures to protect your PII from unauthorized access and use. Your PII is stored in a secure location in the India and access is limited to authorized persons.

To review and confirm the accuracy of your PII, or to contact us with concerns or questions, please write to: [privacy@crisil.com](mailto:privacy@crisil.com)

For more information about The McGraw-Hill Companies Privacy Policy, please visit [www.mcgrawhill.com/privacy.html](http://www.mcgrawhill.com/privacy.html).

Last updated: March 31, 2011

### Annexure III

#### Account Certificate to provided from the Lead Bank/FI

*(Please ensure that this certificate is, in original, on the Bank/Financial institutional letter head)*

Date: \_\_\_\_\_

This is to certify that M/s \_\_\_\_\_  
have a loan/overdraft/cash credit or similar loan facility from us. We, further, certify that

(Please tick appropriate point)

- The account has remained a Standard Asset in the last one year.
- The account turned NPA during the last one year. The Details are:

Year of classification as an NPA: \_\_\_\_\_

Amount Due when the account was classified NPA: \_\_\_\_\_

Authorized Signatory & Stamp