



# APPLICATION FORM

## Terms & Conditions

- 1: I / We expressly agree to the following terms and conditions:
  - a) We shall provide full co-operation and promptly furnish true adequate, timely, accurate, and complete information / documents, as may be required, within 7 days from the date of signing of the Application Form, upon receipt of a communication from you to this effect to avoid any delay in processing the request.
  - b) We shall arrange for site visits and meetings with our auditors, bankers, suppliers, customers etc. as and when requested.
  - c) Rating exercise shall begin the after receipt of completed Application Form, the Fees towards the exercise, and all the required documents / information.
  - d) If I / we fail to submit complete information within 30 calendar days of the application, the application / case will be considered as closed.
  - e) Employees or representatives of SMERA / Acuité are strictly prohibited from assuring or indicating a probable Rating / Score. I / We shall in no circumstances insist on an indicative Rating / Score prior to completion of the exercise.
  - f) I / We shall accept the Rating / Score assigned as final.
  - g) I / We agree that the Rating / Score assigned will not be eligible under RBI's 'New Capital Adequacy Framework' (commonly known as 'Bank Loan Rating').
  - h) I / We agree that all disputes with respect to and / or in connection with the exercise etc. shall be settled by reference to the CEO of Acuité Ratings & Research Limited whose decision shall be final and binding on both the parties.
  - i) After assigning the Rating / Score, SMERA / Acuité shall communicate the same in writing. If I / we do not wish to accept the Rating / Score assigned. we shall communicate the same in writing to SMERA / Acuité not later than three calendar days from the date of communication of the Rating / Score to us. If no communication is received from us within this period, it shall be deemed that the Rating / Score has been accepted by us.
  - j) Once the Rating / Score is accepted / deemed to be accepted, SMERA / Acuité will disseminate the Rating / Score, through publication on SMERA's websites during the validity period of the Rating / Score. I / We hereby authorize SMERA / Acuité to disseminate the Rating / Score and/or Rating / Score Reports in the public domain including free/paid website/research platforms etc.
  - k) A soft copy of the Rating / Score certificate will be provided by SMERA / Acuité.
  - l) The Rating / Score will automatically expire after one year from the date of assignment of the Rating / Score. The Rating / Score shall be reviewed annually at the end of the validity period of the Rating / Score upon receiving the renewal fee for the Rating / Score and relevant information. SMERA / Acuité will send us reminders for paying the renewal fee for the Rating / Score.
2. I / We agree to provide the details, as required, for the listing of our Organization on the "SMERA Terminal" (hereinafter referred to as 'Terminal') and also authorize SMERA / Acuité to release the Rating / Score Report on the Terminal. I / We understand that the Terminal will be accessed by subscriber financial institutions and banks. I / we have no objection to SMERA / Acuité sharing our Rating / Score and the Rating / Score Report with bank(s) and financial institutions. I / We agree that all the details in this Application Form have been furnished by me / us voluntarily and no benefits may accrue to my / our organization.
3. SMERA / Acuité is entitled to remove the Rating / Score from public domain in case of an order of any Court, Tribunal, Government, Statutory or Regulatory Authorities, Ministry of Finance etc.
4. In case, our organization is wound up, merged, amalgamated, or acquired with / by another entity, I / we undertake to inform SMERA / Acuité with the relevant details of such winding up, merger or amalgamation or acquisition or similar event. Once informed, SMERA / Acuité will withdraw this Rating / Score and therefore remove the same from public domain.
5. I / We understand that I / we shall always reproduce the following table while communicating the Rating / Score to third parties such as Banks / Vendors / Suppliers / other stakeholders:

Name of the Entity / Unit / Company / Firm	
Rating / Score Assigned	Rating / Score Expires On
	DD/MM/YYYY

6. I / We are not permitted to use the name, logo, trademarks, service marks, trade names or trade style of, SMERA / Acuité in any of our internal or external communications including collaterals, websites, publications, advertisements, product packaging etc. without obtaining permission in writing from SMERA / Acuité.
7. I / We understand that all documents containing or representing the Confidential Information (which is non-public in nature) provided to SMERA / Acuité by us shall be kept confidential and shall not be disclosed to persons other than SMERA's / Acuité's authorized personnel. Such information shall be used for the purpose of determining the Rating / Score. SMERA / Acuité may use the Confidential Information for preparing reports on the MSEs / MSMEs / the Industry and for its research purposes.
8. SMERA / Acuité shall disclose the Rating / Score assigned, the Rating / Score report, and any other information to Government and / or Statutory or Regulatory Authorities including but not limited to, a Court of Law, when required to do so in law or when called upon by the aforementioned Authorities.
9. I / We understand that the Rating / Score is not a buy / sell recommendation or an advice to enter into any transaction with our organization.

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10. I / We understand that the exercise is based on information provided to SMERA / Acuité by us and information obtained by SMERA / Acuité from various sources it considers reliable. SMERA / Acuité does not guarantee the accuracy, adequacy or completeness of any information on which the Rating / Score and the Rating / Score Report are based and is not responsible for any errors or omissions or for the results / opinions obtained from the use of the Rating Score or the Rating / Score Report.
11. I / We accept and confirm that SMERA / Acuité shall have no liability, whatsoever, to us or to any other user of the Rating / Score assigned by SMERA / Acuité. I / We further accept and confirm that I / we shall not make any claim, whatsoever, against SMERA / Acuité.
12. I / We agree to indemnify SMERA / Acuité, its Directors, Rating / Score Committee members, officers and employees from and against any third-party claim including any liability or expense arising from all claims, losses, damages, suits, judgments, litigation costs and attorney fees of every kind and nature incurred as a result of any false, inaccurate or misleading information of any nature, provided to SMERA / Acuité on which SMERA / Acuité would have relied in any manner while assigning the Rating / Score.
13. I / We request SMERA / Acuité to send to us by phone / SMS / email any general or specific information on general industry trends, progress on the said exercise, and new initiatives of SMERA / Acuité.
14. I / We understand that SMERA / Acuité does not accept any payment in cash, and that SMERA / Acuité and its representatives do not collect fee on behalf of any third party.
15. I / We are fully aware and understand that this exercise does not automatically entitle us for any special benefits such as approval of loans from Banks or Financial Institutions, discounts in interest rate / processing fees, preferential treatment in tenders, subsidy on plant and machinery etc.
16. The laws of the Republic of India shall govern these Terms & Conditions and the parties agree that the appropriate courts at Mumbai only shall have jurisdiction for resolving any disputes arising under these terms and conditions.
17. I/We hereby authorize SMERA / Acuité to request and retrieve a credit report on my personal credit history from CIBIL on our behalf.

I / We acknowledge that I / we have read and fully understood the terms and conditions given above and unconditionally agree to be bound by them.

(Authorized Signatory of the MSE along with the company's / firm's official seal)

Indicative List of documents and information required	
MSE Rating	SMERA New Enterprise Credibility Score
<ol style="list-style-type: none"> <li>1. Annual reports / financial statements for the immediately preceding 3 financial years, including audit reports if the accounts are audited.</li> <li>2. Documents supporting change in name, legal structure or authorized capital.</li> <li>3. Copy of the company's / firm's last Income Tax return, Sales Tax return, Excise Return and Wealth Tax Returns, and EPF/ESIC payments.</li> <li>4. Details about projects, project report, brief project profile, cost of project, sources of finance.</li> <li>5. Utilities payment details for past 6 months.</li> <li>6. Details of bank borrowing including bankers' contact details.</li> <li>7. Promoters KYC document.</li> <li>8. Contact details of 5 customers and 5 suppliers.</li> <li>9. GST records and tax payment challans.</li> </ol>	<ol style="list-style-type: none"> <li>1. Promoters' KYC Documents.</li> <li>2. Copy of ownership / lease agreement of business premises.</li> <li>3. Personal Bank statements of Promoters for past 6 months and Income Tax returns for the latest available year.</li> <li>4. Utilities payment details for past 6 months.</li> <li>5. Certificate of incorporation / partnership deed (as applicable).</li> <li>6. UAM or any other registration details.</li> <li>7. A copy of Sales book, Cash book, Expense register, Production register.</li> <li>8. Contact details of 5 customers and 5 suppliers.</li> <li>9. Contact details of bank / relationship manager.</li> <li>10. Aadhaar Card, PAN and latest ITR of guarantor.</li> <li>11. GST records and tax payment challans.</li> <li>12. Any other certificate needed by law.</li> </ol>



## APPLICATION FORM

I / We will be able to furnish audited balance sheet of at least 1 year and hence eligible for **MSE Rating**

My / Our unit/enterprise/firm/company is a new enterprise and hence eligible for **New Enterprise Credibility Score**

### Fee

We agree to pay a non-refundable Fee. The actual amount payable towards Fee is as follows:

A. Rating Fee/ New Enterprise Credibility Score Fee	Rs.
B. GST on A above	Rs.
C. Net Amount of Initial Fee (A+B)	Rs.
D. Tax Deducted at Source (TDS) on A above	Rs.
E. Total Amount Payable (C-D)	Rs.

Details of payment made along with this Application Form (E): Rs. /- vide:

Cheque / DD No. \_\_\_\_\_ dated \_\_\_\_\_ - - drawn on \_\_\_\_\_ Bank

RTGS UTR /NEFT Reference No. \_\_\_\_\_ dated \_\_\_\_\_ - -

GSTIN of the applicant

(Authorized Signatory of the MSE along with the company's / firm's official seal)

### **About SMERA**

SMERA is a division of Acuité Ratings & Research Limited dedicated to providing SME ratings & grading services to MSMEs. Acuité began its operations in year 2005 as SME Rating Agency of India Limited, a joint initiative of Small Industries Development Bank of India (SIDBI), Dun & Bradstreet Information Services India Private Limited (D&B) and leading public and private sector banks in India. Acuité is registered with the Securities and Exchange Board of India (SEBI) as a Credit Rating Agency and is accredited by Reserve Bank of India (RBI) for undertaking Bank Loan Ratings. It is also empanelled for 'Performance & Credit Rating Scheme for Micro & Small Enterprises' of the Ministry of MSME, Government of India, administered by the National Small Industries Corporation (NSIC).

CIN: **U74999MH2005PLC155683**

### **Payment Related Details**

PAN	<b>AAJCS3161Q</b>	GST No.	<b>27AAJCS3161Q1ZQ</b>		
Name of the Bank A/c Holder	<b>Acuite Ratings &amp; Research Limited</b>	Beneficiary Account No.	<b>104405000540</b>	IFSC Code	<b>ICIC0001044</b>
Bank Name	<b>ICICI Bank Limited</b>	Branch Name	<b>Marol Branch</b>		

### **SMERA / Acuité Contact Details**

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