Documents/Fee/Bank Guarantee(s) for Registration as a Television Rating Agency in India.

1. **Application for registration as Television Rating Agency (Form-I)**
2. **Affidavit/Undertaking (on Rs.20 Stamp Paper, duly notarized) as per Form 1-A.**
3. **Registration fee of Rs.10 lakhs to be deposited through web-portal "Bharatkosh".**
4. **Two separate Performance Bank Guarantee of Rs.75 Lakhs and Rs.25 Lakhs valid for 10 years as per format.**

FORM 1

Form for application for registration as **Television Rating Agency**

Dated .....

To
The Secretary
Ministry of Information & Broadcasting
Shastri Bhawan, A Wing
New Delhi – 110 001.

Sub: **Application for registration as Television Rating Agency**

Sir,

I, authorized person on behalf of company (*name of the Company*)....., hereby submit the following details for registration of the Company as a **Television Rating Agency:**

1. Name of the Applicant Company:
.....

2. Date of Incorporation of the Company:
.....

3. Registration details of the Company:
.....

4. PAN of the Company:
.....

5. Main objects of the Company:

a. .....

b. .....

c. .....

6. Contact Details:

a. Address of Head Office:
.....

b. Address of Regional Office:
.....

c. Telephone Numbers:

i. Landline:
……

ii. Mobile:
……

iii. Fax:
……

d. Email address:
……

7. Net worth of the Company:
Rs……

a. Structure of Equity Capital:

i. Authorised share capital:
Rs. ……

ii. Paid up share capital:
Rs……

b. Share-holding pattern:

i. Direct investment:

1. Indian: …… %

2. Foreign: …… %

3. Breakup of Foreign Direct Investment:

a. Individual: …… %
b. Company: …… %
c. NRI: …… %
d. OCB: …… %
e. PIO: …… %

ii. Portfolio Investments:

1. Indian: …… %
2. Foreign: …… %

3. Breakup of Foreign Portfolio Investment:

a. FIIs:
b. NRIs:
c. OCBs:
d. PIOs:

iii. Total foreign equity in the Company (direct & Indirect):
……

8. Equity Share holding in other Companies:

S. No.	Name of the other Companies in which the applicant Company has equity share holding	Is this Company a Rating Agency or Broadcaster/ advertiser/ advertising agency?	Paid up capital of that Company	Paid up capital of the Applicant Company	%age of paid up equity of the Applicant Company in the other Company
(1)	(2)	(3)	(4)	(5)	(6)

9. Particulars of the Board of Directors (starting with CEO/MD):

S. No.	Name/ Percentage	Date of Birth	Nationality	Passport details, if any	Current position held	Address	Are you in the business of Broadcasting/ advertising/ advertising agency? (Yes/No)

10. Details of registration fee paid:

a. Draft amount:
Rs……

b. Draft Date:
……..

c. Draft drawn on bank:

……

11. Documents attached:

a. A copy of the Registration Certificate of the Company:
Yes/No
b. A copy of PAN of the Company:
Yes/No
c. A copy of Memorandum of Association (MoA):
Yes/No
d. Shareholding pattern for Applicant Company (in the prescribed format – Table-1) and for investing Companies (in the prescribed format – Table - 2)
Yes/No
e. Calculation sheet for Foreign Equity in the Company (direct & Indirect) with a copy of FIPB approval.
Yes/No
f. Details of the Board of Directors of the Company:
Yes/No
g. Audited Balance Sheet, Profit & Loss Account for immediately preceding financial year and certificate of net worth (in the prescribed format – Table-3) by a Chartered Accountant.
Yes/No
h. Details of the paid-up equity capital of the other companies in which the applicant company has holding and the percentage of the holding of the applicant company in all those Companies.
Yes/No
i. Other attachments
i. ……
ii. ……
iii. ……
iv. ……

12. Affidavits: Affidavits, as required in Form -1A, on a non-judicial stamp paper of Rs 20, duly attested by Notary are attached.

I/We, …… the applicant(s) do hereby declare that the above facts are correct in all respects.

Place: (Signature of the Applicant)
[Authorised signatory of the Company]

Date: Name:
Seal of the Company

FORM-1A

AFFIDAVIT/UNDERTAKING (on Rs 20/- Stamp Paper & Notarized)

WHEREAS I, Shri……S/O Shri……. in the capacity of ……(designation) have applied to the Ministry of Information & Broadcasting on behalf of M/S……. for registration as a Television Rating Agency do declare/Undertake that-

i) We are registered as a Company under the Companies Act, 1956

ii) As specified in our Memorandum of Association (MoA), one of our main objects is: Rating services* or Market research (**Delete whichever is not applicable)*

iii) Consultancy or any such advisory role which could lead to potential conflict of interest with main objective of rating are not the activities of the Company.

iv) Promoter Company/Any member of the board of Directors of our company are not in the business of broadcasting/advertising/advertising agency and would not take up this business activity or become a board of Director in any other company dealing with such activity.

v) No change of the Board of Directors of the Company would be made without the prior approval of Ministry of Information & Broadcasting.

vi) Our company/legal entity's total equity holding either directly or through its associates or interconnected undertakings in both rating agencies and broadcasters/advertisers/advertising agencies or more than one rating agency operating in the same area is less than 10% of the paid up capital.

vii) Each individual promoter of the applicant company has less than 10% holding of the paid up equity in all the companies taken together.

viii) Our company shall carry out the Television Audience Measurement in accordance with the provisions of the Television Rating Agencies guidelines including **Methodology for Audience Measurement**, **Complaint Redressal Mechanism, Sale and Use of Ratings**, **Disclosure**, **Reporting Requirement**, **Requirement for Audit**, **Penal Provisions and Termination of Registration**, **Inspection, National Security and other Conditions**, **Disputes**, and **Transfer of Registration** etc. and rules made there under, & regulations orders directions issued by the Central Government or the Authority from time to time.

ix) We shall not include any officer, employee or any other member of broadcasting/advertising/advertising agency in the audience measurement panel.

x) There is no criminal case pending in any court of law against Board of Directors/Key Executives of the Company. Also it is certified that the Board of Directors/Key Executives of the Company have not been convicted of any offence in any court of India for last 10 (ten) years.

Signature
Place: Name
Date: Designation
Seal of Company

Table-1

FORMAT FOR SHAREHOLDING PATTERN TO BE FURNISHED ALONG WITH APPLICATION

SHAREHOLDING PATTERN OF APPLICANT COMPANY

M/s _____ AS ON _____

FACE VALUE OF THE SHARE RS._____

S. No.	Category of Shareholders	Share Holding			
		Direct Investment		Portfolio Investment	
		No. of Shares	% of total paid up shares	No. of Shares	% of total paid up share
1 2 3 4 5 6 7 8 9	Indian individual Indian company Foreign individual Foreign company NRI OCB FII PIO Any other				

(i) For Indian company (ies), information as per proforma in Table-2 also to be supplied for each company.

(ii) Complete beak-up of number of shares of the applicant company held by each
Indian company should also be provided.

(iii) In case of FDI enclose copy of FIPB approval.

TABLE-2

DETAILS OF SHAREHOLDING PATTERN OF EACH INDIAN COMPANY HOLDING SHARE IN THE APPLCANT COMPANY AS IN SERIAL NO.2 IN COLUMN (1) OF TABLE-1

i) SHAREHOLDING PATTERN OF COMPANY

M/s _____ AS ON _____

FACE VALUE OF THE SHARE RS._____

S. No.	Category of Shareholders	Share Holding			
		Direct Investment		Portfolio Investment	
		No. of Shares	% of total paid up shares	No. of Shares	% of total paid up share
1 2 3 4 5 6 7 8 9	Indian individual Indian company Foreign individual Foreign company NRI OCB FII PIO Any other				

ii) - Do –

iii) - Do -

Note: Repeat same information about each Indian company holding share in the applicant company.

Table -3

Format for the Certificate of Net Worth by the Statutory Auditors

We have audited the Books of Accounts of M/s._____ for the financial year ended March 31, 20__/ period ended dd/mm/year and certify that the Net Worth of M/s._____ as on March 31, 20__/as at
dd/mm/year is Rs._____(Rupees in words _____)

We further certify that the networth of M/s._____ (Name of the company) is computed as follows. Sl. No.

Sl. No.	**Particulars**	**Amount in Rs.lacs**
1.	Book Value of assets	
2.	Book value of fictitious and intangible assets	
3.	Liabilities other than owner's funds	
4.	Net Worth {1-(2+3)}	

Notes
1. "Net Worth" has been defined in the Companies Act under section 2(29A) as follows.
'net worth means the sum total of the paid-up capital and free reserves after deducting the provisions or expenses as may be prescribed.
Explanation for the purpose of this clause, "free reserves" means all reserves created out of the profits and share premium account but *does not include reserve created outof revaluation of assets, write back of depreciation, provisions and amalgamations.*

2. Networth
The excess of the book value of assets (other than fictitious assets) of an enterprise over its liabilities.

"Book value of assets"
The amount at which an item appears in the books of account or financial statements. It does not refer to any particular basis on which the amount is determined. Eg. Cost, replacement value etc.

"Fictitious Assets"
Items grouped under the assets in a balance sheet which has no real value (eg. The debit balance of the profit and loss account)

"Liabilities"
The financial obligation of an enterprise other than owner's funds.
Owner's funds means paid-up capital and free reserves
Explanation for the purpose of this clause, "free reserves" means all reserves created out of the profits and share premium account but does not include reserve created out of revaluation of assets, write back of depreciation provisions and amalgamations

FORMAT FOR PERFORMANCE BANK GUARANTEE

Bank Guarantee for operating Television Rating Agency in India in accordance with the Policy Guidelines for Television Rating Agency in India.

In consideration of the President of India acting through Ministry of Information and Broadcasting (hereinafter called the **Grantor**), having received an application for grant of **Registration** to _____(name and address of the Company) (hereinafter called the **"Rating Agency ")** to generate and publish television ratings on the terms and conditions prescribed under the Policy Guidelines for Television Ratings Agencies in India (hereinafter called the "**Guidelines")** wherein it has been stipulated that the **Rating Agency** shall furnish to the **Grantor** with a Performance Bank Guarantee from a Scheduled Bank for the sums specified therein as security for due observance and compliance of the provisions of the Guidelines during the period of registration, if granted subject to fulfilment of eligibility criteria and other conditions laid down in the **Guidelines** as also by the **Grantor**.

WHEREAS we << **name of the Bank**>>, (indicate the name, address and other particulars of the bank) which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970) hereinafter referred to as the "Bank")

Having its Head Office at _____and a branch office amongst other places at _____hereby irrevocably and unconditionally guarantee to the **Grantor** that the **Rating Agency** which expression shall,

unless repugnant to the context or meaning thereof, include all its successors, administrator, executors and assignees shall render all the necessary services in accordance with the terms and conditions of the registration , if granted, and which may be required for and in connection with the said **Registration** and performance thereof to the satisfaction of the **Grantor.**

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the **Rating Agency** upto a total **of Rs.** _____ **(Rupees___)** payable and we undertake that in the event of **Grantor** coming to the conclusion that the **Rating Agency** has not performed their obligations under the provisions of the **Guidelines ,** or have committed a breach thereof, which conclusion shall be binding on us as well as the **Rating Agency ,** we shall on demand by the **Grantor**, undertake to pay you, upon your first written demand and without cavil, demus or argument, any sum or sums within the limits of Rs. _____ (Rupees _____) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein and/or without any reference to the said **Registration .** Further, any such demand made by the **Grantor** on the bank shall be conclusive and binding notwithstanding any difference between the **Grantor** and the **Rating Agency** any dispute pending before any court arbitrator or any other matter whatsoever. This guarantee shall not be determined/discharged/affected by the liquidation, winding up. Dissolution or insolvency of the **Rating Agency** and will remain valid, binding and operative against the Bank. We undertake to pay amount claimed by the

Grantor within a period of one week from the date of receipt of the notice as aforesaid.

We the Bank, do hereby agree that the decision of the Grantor as to whether the **Rating Agency** has failed to commence, delayed or neglected to perform or discharge his

duties and obligations and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms and conditions of the said **Registration** as well as the **Guidelines** and as to the amount payable to the Grantor by the Bank hereunder, shall be final and binding on the Bank. Any dispute between the Grantor and the **Rating Agency** shall not affect our obligation under this guarantee.

We hereby waive the necessity of your demanding the said debt from the **Rating Agency** before presenting us with the demand and guarantee that we are the primary oblige and not just the surety of the **Rating Agency** .

We further agree that no addition to or other modification of the term of the said **Registration** or of the works to be performed there under or of any of the registration documents shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification, etc.

We_____ Bank, do hereby declare and agree that:

(a) The Guarantee herein contained shall remain in full force and effect till the expiry of the **registration period of ten years**. It shall also continue to be enforceable till all the dues of the Grantor under and by virtue of the **said Registration** have been duly paid and its claims satisfied or discharged or till Grantor informs that all the terms and conditions of the said registration have been fully and properly carried out by the said **Rating Agency** and accordingly discharged this guarantee.

(b) The Grantor shall have the fullest liberty without our consent and without discharging in any manner our obligations hereunder to vary any of the terms and conditions of the said **Registration** or to extend the time of performance of any obligations by the **Rating Agency**

from time to time or to postpone for any time or from time to time any of the powers exercisable by the Grantor against the **Rating Agency** and to forbear or to enforce any of the terms and conditions relating to the said Registration and we shall not be relieved from our liability by reasons of any variation or extension being granted to the said **Rating Agency** or forbearance act or omission on the part of the Grantor or any indulgence by the Grantor to the **Rating Agency** or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) Any claim which we have against the **Rating Agency** shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the Grantor exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding:

(d) This guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the **Rating Agency** .

(e) The Bank will not revoke the guarantee during the currency except with the previous consent of the Grantor;

The bank under its constitution power gives this guarantee and Sh._____(name & address of the authorised officer of the bank) who has signed on behalf of the bank is duly authorized to execute this guarantee.

This guarantee shall not be discharged or affected due to any change in the name, constitution or address of the bank or **Rating Agency.** This guarantee shall be valid for a period of ten years from this date and until 28 days after the date of issue of the Defect Liability Certificate by the Grantor.

DATE_____

SIGNATURE FOR AND SEAL OF THE GUARANTOR

NAME OF BANK _____

ADDRESS_____

In the presence of:

Witnesses:

(Name and Occupation)

!._____

2._____