

RIA REGISTRATION FORM

NJ Asset Management Private Limited

Registered Office: Block No. 601, 3rd Floor, 'C' Tower, Udhna Udyog Nagar Sangh Commercial Complex, Central Road No.10, Udhna, Surat – 394210, Gujarat

Corporate Office: Unit No. 101A, 1st Floor, Hallmark Business Plaza, Bandra (East), Mumbai – 400051, Maharashtra.

KEY CONTACT DETAILS

Name (Mr./Ms. M/s)																												
Address																												
(Block Letters)																												
(Block Letters)																									PIN			
Telephone	(O)							-							(R)							-						
Mobile*											Fax																	
E-Mail 1*																												
E-Mail 2*																												

TAX STATUS (Please tick anyone)

INDIVIDUALS

☐ Individuals ☐ Sole Proprietorship

NON-INDIVIDUALS

☐ Partnership Firm ☐ Private Limited Company ☐ Public Limited Company
☐ Society / Trust ☐ Others ☐ LLP

ADDITIONAL INFORMATION

Individuals

Date of Birth	D	D	M	M	Y	Y	Y	Y
Educational Qualification								
PAN No.								

Non-individuals

Date of Incorporation	D	D	M	M	Y	Y	Y	Y
Contact Person Name								
PAN No.								
Regn. No. (CIN)								

RIA REGISTRATION DETAILS

Address (As per SEBI records)																												
Mobile No.											E Mail.																	
RIA Code											Validity Period: From									To								

NOMINATION DETAILS (Incase of Individual/Sole Proprietorships Firms Only.)

I hereby nominate the person named below to receive the data feeds relating to client's investments in the event of my death.

Nominee's Name																												
Guardian's Name in case of Minor																												
Date of Birth (if Minor)	D	D	M	M	Y	Y	Y	Y	Relationship																			
Address of Nominee / Guardian																												
City																									Pin			
ID Proof of Nominee (Optional):																												
ID No. of Nominee (Optional):																												
Signature of Applicant / Authorized Signatory																												
(If Company, Seal /Stamp required)																												

REGISTRATION FOR SUBSCRIPTION/ MAILBACK FACILITIES

We would like to avail various subscriptions, mailback and other services provided by NJ Asset Management Private Limited which can be sent to us or requested by us via e-mail. We hereby direct you to send the all reports and communications to us via E-Mail to the e-mail addresses mentioned above. We understand that data through Internet is not encrypted and is not a secure means of transmission. We acknowledge and accept that email transmission method involves the risks of possible unauthorized alteration of data and / or unauthorized usage thereof for whatever purposes by any unauthorized person(s). We agree to exempt you from any and all responsibility of such misuse, and hold you harmless for any costs or losses we may incur due to any errors, delays or problems in transmission or otherwise caused by using the Internet as a means of transmission. We will keep you and the NJ Mutual Fund indemnified against any claims our investors may make in future on account of disclosing their transaction information to us via email. We confirm having received valid authorization from investors introduced by us, to view any details pertaining to their investments and will indemnify NJ Mutual Fund against any claims by the investors for having received information.

DECLARATION

I/We hereby declare that the information furnished is true and correct to the best of my/our knowledge and belief. I/We undertake to abide by the terms and conditions stated overleaf and the changes in Terms & Conditions from time to time relating to the empanelment of RIA. I/We am/are not an Employee or a relative of a Director/Employee of the NJ Asset Management Private Limited (NJAMPL)

Place										
Date	D	D	M	M	Y	Y	Y	Y		

Signature of Applicant / Authorized Signatory

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(If Company, Seal /Stamp required)

Date:

To

NJ Asset Management Private Limited

Block No. 601, 3rd Floor, C Tower, Udhna Udyog Nagar

Sangh Commercial Complex, Central Road No. 10, Udhna,

Surat-394210, Gujarat.

Subject: Undertaking of Registered Investment Advisor ("RIA")

.....is a company registered with the Securities and Exchange Board of India ("SEBI") as an Investment Adviser under SEBI(Investment Advisers) Regulations, 2013("IA Regulations") vide registration no.....dated....., pursuant to which it provides advisory services to its Clients (hereinafter referred as "We" or.....)

We are planning to offer transaction execution services at arm's length basis, to our Advisory clients.

We have obtained / shall obtain written consent from all clients who wish to avail the execution service to collect the details of their transaction carried out through us.

In the light of the above, we request you to accept online transaction carried or offered by us, subject to terms & conditions mentioned in the below undertakings.

I. Our Obligations:-

1. We confirm we are registered with SEBI as an Investment Adviser under IA Regulations and have segregated its advisory and execution services. As an extension of its execution services we offer an online service platform to the investors through the website.....whereby they can invest in the schemes of NJ Mutual Fund;
2. We confirm that while providing such execution services, we shall abide by all the applicable provisions of IA Regulations;
3. We will ensure that no transactions of investors ("Client") or ("Customer") or ("Investor") other than for our Resident, Non-resident Indian and Overseas Citizen of India (OCI) (including erstwhile Person of Indian Origin card holders) Clients but not Foreign Portfolio Investors) will be routed through our online platform;
4. We confirm and agree that we shall obtain all Customer Related Information and documentation in terms of Anti Money Laundering Standard ("AML") / Combating Financing of Terrorism (CFT), including account opening forms, signature specimens, and Power of Attorney and submit the same to AMC/ its Registrar. We shall adhere to applicable regulations/ operational guidelines issued by SEBI/AMFI/AMC/Regulatory Authority (ies) from time to time in this connection. We further undertake that in addition to the KYC and documentation requirements applicable for our Investment Advisory business, we will also ensure compliance with all KYC and other documentation requirements applicable for NJ Mutual Fund transactions.
5. We confirm that we have requisite and robust system in place to ensure that the funds remitted towards subscription to the units of the Scheme of the NJ Mutual Fund, is made from the Bank Account of the First Unitholder/applicant is one of the Bank Account holder. No third party payments will be permitted and if NJ AMC becomes aware of the same, the said transaction shall be at the discretion of NJ AMC subject to rejection.
6. We undertake and agree that the Units in the Schemes of NJ Mutual Fund may only be introduced or sold in accordance with the terms of the Statement of Additional Information, Scheme Information Document and Key Information Memorandum, as may be amended or supplemented from time to time. We undertake and agree that we may not market, introduce or sell Units in certain jurisdictions and/or to certain persons and warrants and represent that we have adequate policies and procedures in place to ensure such compliance. If this undertaking is breached, we shall immediately stop distributing Units and shall notify NJ AMC in writing of this issue.

In the event the Investment Advisor decides to extend the service to Non-Resident Indian for making investment in the Schemes, the Parties shall mutually decide the process flow for such NRI investment(s). Presently, all the schemes of NJ Mutual Fund shall accept subscriptions from NRI / PIO based in the United States (US) and Canada with effect from November 1, 2023 & November 6, 2023 respectively, along with such declarations / documents / terms and conditions as may be prescribed by the NJ AMC, provided that NRIs / PIOs, at the time of such investment are present in India. Further, NJ AMC will not accept subscriptions from restricted jurisdictions Financial Action Task Force (FATF) declared Non Compliant Countries or Territories (NCCTs).

7. We agree to abide the norms as may be provided for transaction process for commercial and non-commercial transactions as may be provided by the NJAMPL from time to time.
8. We undertake and agree to apply high standards of care and diligence for ensuring compliance with the legal provisions on Anti-money laundering.

In this regard we undertake:

- (a) To establish and verify the identity of our Clients including the beneficial ownership of the holding, if any, and to maintain supporting documents.
 - (b) To establish and verify the nature of the business conducted by Clients and take appropriate measures to mitigate any identified risk including verification of source of fund in the case of suspicious transactions.
 - (c) To ensure that any Sub-Advisor appointed by us also adhere to the PML provisions as applicable to us as per this undertaking.
 - (d) To perform such screening and ongoing monitoring as necessary to ensure to promptly notify any suspicious transaction observed by us to the NJ AMC.
9. We hereby represent, confirm and agree that, in connection with the execution service contemplated under this Agreement:
 - (i) we will satisfy all applicable reporting requirements under FATCA as may be applicable to us;
 - (ii) we are aware that the Trustees and the NJ AMC are required to comply with the provisions of Prevention of Money Laundering Act 2002, rules, circulars and guidelines issued thereunder and to maintain standards in line with the Financial Action Task Force ("FATF") recommendations, as amended from time to time (herein after referred as PML provisions). In order to discharge its duties, the Trustees/AMC may seek additional information pertaining to KYC or source of income as and when required from the Customers introduced by us. We shall assist and support NJAMPL in ensuring its compliance of AML laws by being diligent and procuring additional documentation or information as may be required by NJAMPL, from time to time. NJAMPL reserves the right to call for any documents and information from the Customer of NJAMPL as may be required by NJAMPL in relation to the know-your-client procedures. Failure of the Customer to provide satisfactory response may result in suspension of transaction in the Customer's account. The Trustees of NJ Mutual Fund/ NJ AMCs decision in this regard shall be final.
 - (iii) We shall assist the NJ AMC in the collection of KYC documentation aimed at complying with applicable tax and anti-money laundering legislation, including documentation that will assist the NJ AMC in identifying the tax status of the investor.
 - (iv) The NJ AMC may, in its reasonable judgment, refuse to open a potential investor's account or suspend an investor's transaction if such investor fails to provide sufficient and acceptable documentation required under FATCA or any other applicable tax regulations. We shall not have any claim against the NJ AMC or any right to seek indemnification the NJ AMC in such situations.
 10. We shall comply with all laws, regulations, protocols and other requirements including the Information Technology Act 2000 as amended from time to time and the Notifications and Rules framed thereunder ("applicable laws") applicable to the activities, rights, duties and obligation set out herein in any jurisdiction in or from which it undertakes such activities or from which it purports to do so. We understand and agrees that such applicable laws include but are not limited to laws of India including laws related to anti-corruption, bribery, abetment of corruption, bribing any private person and/or any requests made by NJAMPL either generally or in respect of a specific transaction;

11. We shall provide access to the authorized employees of NJAMPL or the persons authorized by NJAMPL and provide complete co-operation, information and assistance to monitor our compliance with respect to the requirements mentioned in The Information Technology Act for ensuring validity of electronic documents, details, declarations and submissions received from/ made by the Customer through our website. For removing doubts, it is hereby clarified that such access provided by us will not reduce our liability and obligation from independently ensuring compliance with the requirements mentioned in The Information Technology Act 2000 as amended from time to time and the Notifications and Rules framed thereunder.
12. We undertake that the company or any of its principal owners, directors, officers or employees have never been investigated or convicted for offenses related to fraud or corruption and notify us immediately in case this happens;
13. We further undertake that no government-owned or controlled organization or government official shall be contacted / used to influence my business or relationship, with NJAMPL
14. We agree to provide the following including but not limited to:
 - (a) submit to the NJ AMC annual certification regarding compliance with IA Regulations and other applicable laws by June 30, of each year;
 - (b) immediately disclose to the NJ AMC penalties levied or regulatory action taken against it by any of the regulatory agencies;
 - (c) Immediately inform the NJ AMC about any order for cancellation / suspension of registration.
 - (d) We agree to keep NJ AMC, Trustees of NJ Mutual Fund, their respective officers, directors, employees and agents indemnified and hold them harmless from and against any action, proceedings, claims, liabilities, penalties, demands and costs, initiated due to negligence or due to a breach or non-performance of any of the aforesaid terms/ conditions and its employees, agents and representatives or due to any action taken by the clients (including breach of confidentiality requirements between us and our clients).
15. We confirm to ensure that only transactions from its Clients received from online and/or offline mode will be submitted to the NJAMPL under my RIA code and transactions received from no other persons will be routed under this code.
16. We shall be fully and properly authorized by its Clients to execute transactions including but not limited to placing subscription, redemption and switching, and to share with the Investment Advisor information pertaining to the investments of the respective Client routed through the Investor Advisor's online and/or offline platform;
17. We agree that the transaction details feed will be used only for the purpose of consolidation / aggregation of transactions of its Clients and providing investment advice and various reports, updates, insights, etc. to the Clients from time to time with respect to transactions done through the Investment Advisor's platform;
18. We shall at all times make its best efforts, cause to be displayed / provide the terms and conditions governing the transactions on its platform. It shall also make best efforts to display on its platform the Key Information Memorandum (KIM) and Scheme Information Documents (SID) pertaining to the schemes of the NJ Mutual Fund. In the alternative, Investment Advisor will redirect the Clients to the website of the NJAMPL for accessing the said documents.
19. We confirm that the investments by Clients shall be only in Direct Plans of the schemes of the NJ Mutual Fund.
20. Pursuant to SEBI's letter no. SEBI/HO/1MD/IMD-SEC-1/P/OW/2023/0000016783/1 dated April 26, 2023, the Investment Advisor shall enable online SIP cancellation / pause feature for SIPs on their platform. Further, the Investment Advisor shall promptly upload/ share all the relevant transaction feed / information including the SIP cancellation/ pause details to RTA/ NJ AMC for updation of records maintained at RTA/ NJ AMC. In case of non-adherence, NJ AMC may take suitable penal action in this regard. The Investment Advisor shall comply with the SEBI's letter no. SEBI/HO/OW/IMD/IMD-SEC1/P/2024/270/1 dated January 3, 2024 regarding treatment of cancellation of SIPs.
21. We shall comply with the provisions relating to Code of Conduct of Investment Advisors, Administration & Supervision, Technology related, Investor complaints, etc as specified in the SEBI Master Circular no. SEBI/HO/MIRSD-PoD-2/P/CIR/2023/89 dated June 15, 2023 on Master Circular for Investment Advisors.
22. We shall not seek access to any private information for the investors for transacting in units of NJ Mutual Funds through their apps/ website (except information mandatory for the purpose of authentication). This includes the investor's location and contact data of the mobile device, which may result in breach of privacy of any other individual.
23. We shall ensure that data w.r.t the investor is always protected, used only for the purpose for which it was shared, not shared with any entity (including group or associate entities) without the explicit approval of the NJAMPL or specific consent of the unitholder. Further, the above entities with whom data is shared by the Investment Advisor shall not further share the same with any third person/ party without a specific unit holder consent. In this matter, One Time Password (OTP) from the investor shall not be considered as specific consent.
24. We shall ensure compliance with the AMFI circular 35P/ MEM-COR/ 111/ 2023-24 dated February 14, 2024 and AMFI Best Practice Guidelines Circular No.99 /2021-22 dated March 29, 2022 on 'Data Sharing Principles to be followed by AMCs while sharing Unitholders' Data'.
25. Transactions routed by the Investment Advisor should bear the RIA/ Stock Broker registration number for advisory transactions.
26. Pursuant to the SEBI Circular no. SEBI/HO/IMD/IMD-I DOF5/P/CIR/2021/634 dated October 4, 2021, as amended by SEBI Circular No. SEBI/HO/IMD/IMD-I DOF5/P/CIR/2022/29 dated March 15, 2022, the Investment Advisor hereby commits to implementing Two-Factor Authentication procedures in accordance with the regulations. For online subscription transactions, authentication shall involve validation of contact details. In the case of offline transactions, authentication will be conducted through a signature method. The obligation of Two-Factor Authentication applies exclusively during the registration phase of mandates/systematic transactions.
27. It is explicitly understood and agreed upon by the investment advisor that all transactions involving the subscription to NJ mutual fund units, initiated shall be contingent upon the submission of nomination details or declaration for opting out of nomination, in compliance with the guidelines set forth in SEBI Circulars issued in this regard from time to time. Any transaction failing to adhere to these requirements shall be deemed invalid and subject to rejection.
28. The NJAMPL reserves the right to conduct an audit of the Investment Advisor or carry out site visits to their place of business, if any, to review the compliance of the terms and conditions mentioned herein by Investment Advisor. Investment Advisor agrees to extend all necessary assistance to NJAMPL in meeting its audit and regulatory requirements. NJAMPL (including its internal and external auditors, professional advisors and/or authorized consultants) will have the right to conduct audit of Investment Advisor from time to time with prior written intimation of at least 7 working days to the Distributor during the normal business hours of Investment Advisor at mutually convenient and agreed date to verify that the services are provided in a manner consistent with the provisions of this Addendum and are compliant with applicable laws.
29. We agree that it shall be the sole responsibility of the Investment Advisor to procure all necessary documents and details of the Customers investing through the online transaction platform of Investment Advisor as per the instructions of NJAMPL; notwithstanding any arrangement and/or contract between Investment Advisor and external parties (including its agents and/or representatives) regarding such procurement of documents and/or details. NJAMPL shall have a right to make an independent assessment and audit of all data, information, documents and/or details received from the Customers. In the event that any such data, information, document and/or detail is determined by NJAMPL to be discrepant, inaccurate and/or incomplete, then NJAMPL shall, at its sole discretion, hold an unfettered right to reject / disallow any transaction in connection therewith.

II. Term & Termination

(We and NJ AMC are hereinafter collectively referred to as the Parties and singularly as a Party)

This Undertaking shall be effective for a continuous period effective from the date of this Undertaking as stated above, unless terminated by either Party in accordance with the terms of this Undertaking. Either Party shall be entitled to terminate this arrangement at any time without assigning any reason by giving Thirty Days prior written notice to the other Party.

Without prejudice to any of the provisions under this Undertaking, each Party ('Non-defaulting Party') shall have the right to terminate this arrangement made in accordance with this undertaking forthwith, upon the occurrence of any of the following events:

- a) breach of any of the terms and conditions of this Undertaking provided a notice (by Non-Defaulting Party) of at least 30 Business Days is given to the other party ('Defaulting Party') to cure the breach within the said period of 30 Business Days;
- b) fraud or other illegal or unethical activities, or any activity which the other party (Non-Defaulting Party), in its reasonable judgment, believes could adversely affect the reputation of the Non-Defaulting Party;
- c) liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction) or any assignment for the benefit of, or compounds with, its creditors or a manager or receiver is appointed in respect of all or any part of its business or a petition for winding-up or other party ceases to carry on any part of its business or threatens to do any of these things.

Subject to clause above, each of the parties reserve the right to terminate the arrangement made in accordance with this Undertaking, if any, without assigning any reason by giving 30 Business Days prior written notice.

III. Law & Dispute Resolution

The provisions of this Undertaking and corresponding arrangement thereof, if any, shall be governed by and construed in accordance with Indian laws and the courts in Surat alone shall have exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way relating to this Undertaking and arrangement.

Any dispute, controversy or claims arising out of or relating to this Undertaking and corresponding arrangement thereof or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitral tribunal shall be composed of three arbitrators, one arbitrator to be appointed by us and the other by NJ AMC and third arbitrator shall be appointed by the mutual consent of the arbitrators so appointed by the Parties. The place of arbitration shall be Surat and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made, in Surat. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.

The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction.

IV. Miscellaneous

1. This Undertaking and corresponding arrangement thereof, if any, has been entered into by the Parties on a non-exclusive basis. Accordingly, Parties shall be entitled to enter into similar or other arrangements with any other Person or entity in respect of any services contemplated under this Undertaking.
2. The Parties hereto may not assign this Undertaking and corresponding arrangement thereof, if any and/or any rights and/or obligations hereunder without the written consent of the other Parties and any such assignment without obtaining such prior consent shall be considered null and void.
3. Neither this Undertaking nor any provision hereof is intended to confer upon any Person other than the Parties to this Undertaking any rights or remedies hereunder.
4. The Parties shall not be liable for any failure to perform any of its obligations under this Undertaking and corresponding arrangement if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" includes any event due to any cause beyond the reasonable control of either party including, without limitation, unavailability of any communication system including Internet, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, breach of security and encryption codes.
5. Any provision of this Undertaking may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective.
6. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
7. If any term or provision of this Undertaking shall for any reason be held invalid, illegal or unenforceable, it shall not affect any other term or provision hereof, and this Undertaking shall be interpreted and construed as if such term or provision, to the extent have been held as invalid, illegal or unenforceable, had never been contained herein.
8. In connection with this Undertaking, as well as all transactions contemplated by this Undertaking, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
9. This Undertaking, together with the Annexure hereto, forms a single Undertaking.
10. This Undertaking may be executed in counterparts, all of which when taken together constitute a single undertaking.

NJMF shall mean NJ Mutual Fund, NJ Asset Management Private Limited (NJAMPL) and the group companies of NJ Group and shall include their employees, directors and key managerial persons.

On acceptance of our request by NJAMPL, we agree to follow all terms and conditions mentioned in this undertaking and any additional terms and conditions as maybe prescribed from time to time by the NJ AMC, without fail.

For (RIA)

Authorised Signatory

(If Company, Seal /Stamp required)

DOCUMENTATION CHECKLIST

TO BE ATTACHED WITH APPLICATION FORM & AGREEMENTS

- **Individuals/ Sole Proprietor**

- ☐ **Self Certified SEBI RIA Registration Certificate**
- ☐ **One proof of identity (in case the address in the RIA application form differs from the one as in the copy of SEBI RIA Registration Certificate) like Passport/Driving License / Voter Identity Card / Latest Telephone bill / Residence Proof.**
- ☐ **Self-Certified PAN Card copy.**
- ☐ Photocopy of the Cheque of the Bank Account mentioned / Bank Letter / Bank Passbook.

- **Non-Individuals:**

- ☐ **Self-certified SEBI RIA Registration Certificate**
- ☐ **Self-certified PAN card copy.**
- ☐ Attested copy of the list of authorized signatories with specimen signatures.
- ☐ Photocopy of the Cheque of the Bank Account mentioned / Bank Letter / Bank Passbook.
- ☐ Attested copy any one of the following:
 - ☐ Letter of Authorisation from Partners / Chairman / Managing Director / CEO / Authorised Person for distribution of Mutual Funds.
 - ☐ **Certified Board resolution**
 - ☐ **Certified true copy of MOA/AOA**
 - ☐ Certified true copy of Partnership Deed & LLP agreement.