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# FINBROS CAPITAL ADVISORY PVT LTD.

## Letter of Appointment

This agreement lays down the terms of contractual services agreed upon by the Company and the Contractee. Whether stated explicitly in the agreement or not, both the Company and the Contractee have the duty of mutual confidence and trust, and to make only lawful and reasonable demands on each other.

We take this opportunity to welcome you to **Finbros Capital Advisory Pvt Ltd** and wish you all the best in your career with us.

This contract agreement is entered into on **20 OCT 2025** & will be valid for the next 12 months or if terminated earlier by the employer.

### BY AND BETWEEN

**Finbros Capital Advisory Pvt Ltd** company incorporated under the Companies Act, 1956, having its registered office at 901, 9th Floor, Dev Corpora, Cadbury Junction, Khopat, Thane West 400601. (Hereinafter referred to as the "Company" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns),

### AND

**ARPITA SUMIT RAHA** residing at 9/1, Becharam Chatterjee Road, Behala, Kolkata, West Bangal 700034 (Hereinafter referred to as the "The Contractee", which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all permitted successors and assigns).

The Company and the Contractee shall collectively be known as Parties.

**WHEREAS** the parties here desire to enter into this Agreement to define and set forth the terms and conditions.

**NOW, THEREFORE**, consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Parties:

With the reference to your interview, we are glad to inform you that you have been appointed on contractual basis as our "**BUSSINESS DEVELOPMENT OFFICER**" at "**KOLKATA UNIT**" in "**PERSONAL LOAN DEPARTMENT**" and the initial date of the said contract shall be "**14 OCT 2022**" and you shall be paid Rs. 1,32,000/- One Lakh Thirty-Two Thousand Only as the contract fees.

### AND

whereas the said terms and conditions, specifications as well as the scope of work to be done, as set out in the General Conditions of the contract, have been accepted and signed by the Contractee.

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*Arpita Raha*

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AND

whereas the Contractee has agreed to execute, upon and subject to the condition set forth herein, (hereinafter referred to as the said conditions) the work shown in the General Conditions of the Contract.

The Quality of performance related to the work is the essence of the Contract and in the event of failure to perform as per term and conditions of the Contract and to the satisfaction of the Company; the Contractee shall be penalized as per provisions of the Contract.

### 1. Definition of terms

*In this Contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context requires otherwise:*

- 1.1 The "Contract" shall mean the agreement between the Institute and the Contractee, duly signed by the parties to the Agreement, through their authorized representatives, for the execution of the work as described in the Scope of Work of this document and all terms and conditions mentioned herein after.
- 1.2 The "Contractee" shall mean the person or persons, the firm or company whose application for execution of work has been accepted by the Company and includes the Contractee's legal representatives, his successors and permitted assignees.
- 1.3 The "Company" shall mean Finbros Marketing with its premises located at 901, 9<sup>th</sup> Floor, Dev Corpora, Khopat Road, Panchpakhadi, Thane West – 400 601 and shall include its authorized representatives, successors, and assignees.
- 1.4 The "Work" shall mean and include all works to be executed, all items and things to be provided/done and services and activities to be performed by the Contractee in accordance with the contract.

### 2. Scope of Work

The Contractee shall carry out the following scope of work:

- ❖ Developing and executing sales plans to meet and exceed monthly and quarterly sales goals.
- ❖ Growing business through the development of new leads and new contacts.
- ❖ Identifying new revenue opportunities.
- ❖ Building business relationships with current and potential clients.
- ❖ Attending networking events to attract and retain clients.
- ❖ Developing and executing sales and marketing strategies to grow business.
- ❖ Maintaining and updating sales, marketing, and business development documentation.
- ❖ Assisting with marketing and promotional projects.
- ❖ Collaborating with management on sales goals.

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- ❖ Support the team with other responsibilities as required

### **3. Roles and Responsibilities**

- 3.1 The Contractee shall be responsible for his employees in observing all security and safety regulations and instructions as may be issued by the Company from time to time
- 3.2 The Contractee shall not represent himself/herself in any way as the Company's representative or employee, he shall only represent himself as a contractor of the Company
- 3.3 The Contractee shall not take part in any negotiations between the company and investor or third party.
- 3.4 The Contractee shall not engage in any financial lending, financing, or banking actions that result in liens, mortgages, lines of credit, security interests or financial obligations in the name of the Company without the prior written consent of the Strategic Company.
- 3.5 The Contractee shall ensure to maintain the quality and standards of its services during the duration of this Agreement, so that the Contractee does not misrepresent about the Company to its investors.
- 3.6 The Contractee agrees that the Company shall not be under any obligation or be held liable for any loss, cost, damage, claim, or other charges that arises out of or is caused by the actions of the Contractee to in any manner whatsoever.
- 3.7 The Contractee shall comply with all applicable laws and regulations and shall provide all such support as may be reasonably requested by the Company from time to time.

### **4. Code of Conduct**

- 4.1 The Contractee shall perform its duties as described in this Agreement pursuant to policies, procedures, rules, and directives, adopted and amended, from time to time by Company and in accordance with all applicable Laws, rules and regulations, Acts and by-law and ensure that it is always in compliance with the same.
- 4.2 The Contractee undertakes to provide the service in a meticulous, precise, reliable, professional, and ethical manner and at the highest level of service, to the complete satisfaction of the Company and in accordance with additional instructions to be issued from time to time by the Company and brought to the attention of the Contractee.
- 4.3 The Contractee shall not adopt any unfair or illegal means to carry out the service as entrusted upon them. They shall always maintain law and dignity while carrying out their services.
- 4.4 At no point in time the Company shall be held liable for any acts done on and behalf of the Contractee.

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4.4 At no point in time the Company shall be held liable for any acts done on and behalf of the Contractee.

### 5. Attendance and Payment Terms

- Salary shall be credited on the 10th of the preceding month.
- No leaves shall be granted to the Contractual employee.
- Each leave taken shall be deducted from the salary.

### 6. WORKING HOURS

- Your working hours will be: 10.00 AM – 7.00 PM Lunch Break:1.30 PM–2.00 PM
- An additional 15-minute grace period shall be provided to start your work.
- Weekly Sunday off will be provided.
- At times you may be required to work irregular hours including Sunday. Appropriate time off will be considered for work performance outside normal operational hours.

### 7. INCENTIVE POLICY

Every Tele-caller must close a minimum business of 150 times of their Contract Fees. The incentive structure is linked with the Contractee's Contract Fees and will be triggered only if the aforesaid target is achieved. Their incentive structure is as under:

#### Personal Loan Incentive

SLABS	TIMES OF SALARY	RATE OF INCENTIVE ON INCREMENTAL BUSINESS
Minimum Criteria	150	0.10%
Slab 1	250	0.20%
Slab 2	350	0.30%
Slab 3	500	0.40%
Slab 4	1000	0.50%

Additional Incentive 2 is Applicable on below Amount.

25 lacs to 35 lacs	2500
35 lacs to 50 lacs	5000
50 lacs Above	10000

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### Credit Card Incentive (Per Card)

BANK	INCENTIVE
HDFC	500
STAN C	1500
CITIBANK	2000

Home Loan and Lap Incentive (Example-  
 $10000000 * 0.15\% = 15000$ )

HL	0.10%
LAP	0.15%

Insurance (Example-  $25000 * 10\% = 2500$ )

NET PREMIUM	10%
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**Note:** Please note that if you fail to achieve the business target of 150 times his salary, then the variance amount of base target will be held as backlog & will be carry forward to the coming month. (Example: If base target for Feb is Rs. 10,00,000/- & actual target achieved in Feb is Rs. 7,00,000/- then the shortfall of base target of Rs. 3,00,000/- will be added to March [next month]. So, the base target for March is Rs. 10,00,000/- Plus the backlog of Feb of Rs. 3,00,000/)

### 8. NON-ACHIEVEMENTS OF TARGETS

- 8.1 The Contractee agrees that during the Contract Period, he/she shall devote his/her full business time to the business affairs of the Company and shall perform the duties assigned to him/her faithfully and efficiently, and shall endeavor, to the best of his/her abilities to achieve the goals and adhere to the parameters set by the Company.
- 8.2 The Contractee agrees that during the Contract Period, he/she shall diligently be required to achieve the required targets as assigned to him/her.
- 8.3 Non-attainment of the assigned targets shall for consecutive three months shall attract a warning letter issued by the Company.

### 9. DUTIES AND TAXES

You will be entitled for the TDS deduction which is 5% of your gross salary (it will change as per the government norms)

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### 7. DUTIES AND TAXES

You will be entitled for the TDS deduction which is 5% of your gross salary (it will change as per the government norms)

### 8. CONFIDENTIALITY

- All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Client.
- This section will remain in full force even after the termination of this Agreement.

### 9. ABSCOND POLICY

- The company will not provide relieving letter and experience certificates in case the contractee does not complete the contract.
- The company can hold the full and final settlement of the contractee until the response from the employee.
- The company will give negative feedback during reference check of the absconded contractee from the company.
- The company will not pay any fees or incentive to the contractee if the contractee gets absconded.

### 10. TERMINATION OF CONTRACT

The Company shall be at liberty at any time by notice in writing summarily terminating the service of the employee.

- She/he is guilty of misconduct.

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- She/he is negligent in the discharge of her/his duties, or
- being absent or being unable to perform the duties and citing the reason for such
- absence as ill-health, then the employee shall allow the practitioner nominated by the company to examine the employee or when the employee fails to give to such medical practitioner the information necessary to report on her / his state of health

In case your services are not required, Company may choose to terminate the contract on immediate basis without assigning any reason whatsoever

Contractee must inform the Company 15 days before terminating the said contract, if the said contract is terminated without information, then the management holds all the rights to retain 1 month's gross contract fees in lieu of it. Gross contract fees will be fully settled after 45 days; no other perks will be given in final settlement.

### 11. Obligations of the Contractee/Fraud Policy/Sexual Harassment Policy

- Upon execution of agreement, the Contractee shall not engage in any sort of theft, fraud, misrepresentation, or any other illegal act neither in the Company's space nor outside the premise of Company. If he/she shall do so, the Company shall not be liable for such an act done at its own risk.
- The Contractee further promises to never engage in any theft of the Company's property or attempt to defraud the Company in any manner.
- The Contractee shall always ensure that his/her conduct is in accordance with all the rules, regulations, and policies of the Company as notified from time to time.
- The Contractee shall not take up part-time or full-time employment or consultation with any other party or be involved in any other business during the term of his/her contract with the Company.
- The Contractee shall always ensure that his/her conduct is in accordance with all the rules, regulations, and policies of the Company as notified from time to time, including but not limited to Leave Policy and Sexual Harassment Policy.
- The Company hereby prohibits the Contractee from engaging in any sexual harassment and the Contractee promises to refrain from any form of sexual harassment during contract in and around the premise of Company. If the Contractee violates this term in the agreement, he shall be fully responsible for his/her actions and the Company shall not be held responsible for any illegal acts committed at the discretion of the Contractee.

### 12. F & F Settlement

- The Contractee should provide a notice period before leaving the organization. The Contractee shall serve a notice period of 15 days before resigning from the said post.
- The Contractee shall handover all the company property like mobile phones, laptops, houses, cars, etc., and afterward collect the 'no dues' certificate from the concerned department.
- If the Contractee absconds, then he/she shall not receive any benefits or salary whatsoever.
- If the Contractee fails to serve the notice period, then he/she shall not receive any benefits or salary whatsoever.

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*Anpita Raha.*



**13. SERVICE TRANSFER**

The Contractee services are transferrable to any of our group companies, associate and /or subsidiaries anywhere in India. Further, the Contractee services may be transferred from one department or location to other, at the sole discretion of the management. Consequent to your transfer you will be governed by the new rules and policies applicable to your grade to new place.

**14. Relationship of Parties**

It is understood and agreed by the Parties that this Agreement does not create an employer-employee relationship, a partnership for tax purposes, or for any other reason. The Parties confirm that they will observe the laws of their respective jurisdictions.

**15. Representation and warranties**

The Parties agree and disclose that they are fully authorized to enter this Agreement. The performances and obligations of both Parties may not violate the rights of any third party or violate any other agreement made between them and/or any other organization, person, business, or law/governmental regulation.

**16. Independent Contractor**

Both the Parties hereby agree that neither of the Parties works under the other, that is, the Parties shall be considered Independent Contractors and not the agents or employees of the other Party. Neither of the Parties shall have the authority to make any such statements, representations, or commitments, nor to take any action which shall be binding or offending the other Party, except as may be expressly provided or authorized in writing.

**17. Arbitration**

In the event of any dispute arising in and out of this Agreement between the Parties, it shall be resolved by Arbitration. There shall be a sole Arbitrator which shall be appointed by the Company. The venue of Arbitration shall be Mumbai/Pune as decided by the Strategic Partner and the seat shall be Maharashtra. The Arbitrators' decision shall be final and will be binding on both the Parties.

**18. Indemnity**

The Contractee agrees to protect, indemnify, defend by counsel reasonably acceptable to Authority and hold Authority and the Company, its Affiliates and its successors and assigns, and the members, directors, officers, employees, agents and independent contractors (collectively "Indemnitees") free and wholly harmless from and against any and all losses, claims, liens, encumbrances, charges, obligations, damages, remediation, liabilities, demands, suits, causes of action, proceedings, costs and expenses whatsoever (including without limitation consequential damages, interest, fines, claims for the recovery of response costs and reasonable attorneys', engineering consultants', accounting, and other necessary professional





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fees and expenses), in each case whether known or unknown (to Working partner), absolute or contingent, accrued or unaccrued, and including without limitation unasserted claims incurred or suffered by indemnitees, or any of them, directly or indirectly, ("Losses") caused by acts or omissions of Contractee which occurred during the term of this Agreement, or any breach of any representation, warranty, covenant, term or agreement contained in this Agreement.

## 19. GENERAL PROVISIONS

- a. Entire Agreement: The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement, represent the final expression of the parties' intent relating to the subject matter of this agreement, contain all the terms the parties agreed to relating to the subject matter, and replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.
- b. Amendment: This agreement can be amended only by a writing signed by both parties.
- c. Assignment: Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.
- d. Notice:
  - Method of Notice: The parties will give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid to the address that a party has notified to be that party's address for the purposes of this section.
  - Receipt of Notice: Notice given under this agreement will be effective on i). the other party's receipt of it, or ii) if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.
  - Number of days: The Contractee shall serve a notice period of 15 days before resigning from the said post and shall duly handover all the assets, work documents and work in hand before resigning.
- e. Severability: If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- f. Waiver: Any indulgence shown by Contractee or failure on the part of Contractee to enforce at any time the provisions of this Agreement shall in no way be construed to be waiver of such provisions or affect Company's right to enforce such provision any time thereafter.
- g. Jurisdiction: The ordinary courts of Mumbai shall have jurisdiction to deal with any kind of disputes that may arise directly or indirectly from this contract. The terms of this offer, as detailed above, are strictly confidential and should be treated as privileged information between you and the Company. You are expected to maintain such information appropriately.

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Counterparts

- i) Signed up with Counterparts: This agreement may be signed by any number of counterparts.
- ii) All Counterparts Original: Each counterpart is an original.
- iii) Counterparts Form One Document: Together, all counterparts form one single document.

Note: The terms of this offer detailed above are strictly confidential and should be treated as privileged information between you and the Company. You are expected to maintain such information appropriately.

In witness whereof this Agreement is hereby signed below by the authorized signatories of the above-named Parties on the date as mentioned above in the recital.

Please return the duplicate of this letter and the annexure duly signed by you signifying your acceptance of the terms and conditions stated therein for your record.

We hope you will grow and enjoy working with us and contribute your best towards the efficient functioning of the organization.

Signed and delivered by the within named:

Company

Signed, Sealed & Delivered

By the within named

For FINBROS CAPITAL ADVISORY PRIVATE LIMITED

Mr. SABREESH PALLIKERE

DIRECTOR

On behalf of Finbros Capital Advisory Pvt Ltd

Contractee

Signed, Sealed & Delivered

By the within named

Ms. ARPITA SUMIT RAHA

Arpita Raha