

## **DSA Agreement**

THIS AGREEMENT (the "Agreement") is made and executed at Mumbai on\_\_\_\_\_.

BY AND BETWEEN

**FDPL FINANCE PVT LTD**, a company incorporated under the provisions of the Companies Act, 2013, having its registered Office at Flat-1, Ajit CHS Ltd, Plot-20, Khandelwal Layout, Malad West, Mumbai-400 064. (hereinafter referred to as the "Company" and which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART; (FDPL Finance Pvt. Ltd /Company)

**And**

**YAGNESH SANJAYBHAI BHOMBALE** a Company/ Individual, having office at **313 Exalt, Nr. Siddhi Vinayak Temple, Vesu Main Road, Vesu, Surat, Gujarat 395007.**

(hereinafter referred to as "Service Provider") Represented herein by its representative, Mr. {Name of Authorized Signatory} referred to as "Service Provider" and which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors in interest administrators and permitted assigns) of the OTHER PART. (DSA)

The Company and the Service Provider shall collectively be referred to as the "Parties" and individually as "Party" wherever the context so permits.

### **1. Definitions**

As used herein, the following terms shall have the meanings set forth below:

A. "Services" shall mean the Company's services to be sold by DSA and such services as may be communicated by the Company in writing to the DSA from time to time.

B. "Territory" shall be allocated during time of engagement by the Company in writing to the DSA. Any change in "Territory" shall be communicated by the Company in writing to the DSA from time to time.

### **2. Appointment**

Company hereby appoints DSA as its non-exclusive selling agent for the services in the territory, and DSA hereby accepts such appointment. DSA's sole authority shall be to solicit customers for the services in the territory in accordance with the terms of this agreement. DSA shall not have the authority to make any commitments whatsoever on behalf of Company.

### **3. General Duties**

DSA shall use his best efforts to promote the services and maximize the sale of the services in the territory. DSA shall also provide reasonable assistance to Company in promotional activities in the territory. DSA will assist the company by taking part in all promotional events, use the marketing inputs judiciously for maximizing orders for the company.

### **4. Reserved Rights**

The Company reserves the right to solicit/engage other Agents, DSAs directly from businesses within the territory. DSA's task is to solicit customers from all potential businesses in the territory.

### **5. Independent Contractor**

DSA is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise, or (iii) allow DSA to create or

assume any obligation on behalf of Company for any purpose whatsoever. DSA is not an employee of Company and is not entitled to any employee benefits.

### **6. Indemnification by DSA**

DSA shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasance acts of DSA or misrepresentation or breach of any obligations under this agreement.

### **7. Commission**

#### **A. Sole Compensation**

The Company shall pay the DSA a commission at such rate as may be communicated by the Company in writing to the DSA, for whole or part of the services hereto. This commission will be subjected to the relevant taxes as applicable. The Company reserves its right to revise the rate of commission from time to time and the same shall be intimated to the DSA in writing by the Company.

#### **B. Basis of Commission**

The Commission shall apply to all disbursement made by Company to customers solicited by DSA. (Customers defined as an individual who have accepted the credit offerings, completed all process and paid the processing fees to the Company). No commissions shall be paid on disbursements done directly by Company within the Territory.

#### **C. Time of Payment**

The commission shall be due and payable within 15 working days after the DSA raises invoice.

### **8. Sale of the Services**

#### A. Prices and Terms of Sale

Company shall provide DSA with copies of its current market offerings and this is subject to change and the sole discretion of the same lies with the Company, its payment schedules, and all Rules and Regulations and other material available for sales presentation and customer's information. DSA shall quote to Customers only authorized material, payment schedules, and terms and conditions as informed by Company.

#### B. Acceptance

All requests obtained by DSA shall be subject to acceptance by Company. DSAs shall have no authority to make any acceptance or commitments to customers. Company specifically reserves the right to reject any request for any reason, Company shall inform DSA of any written acceptances on commissionable applications.

### **9. Additional Responsibilities of DSA**

#### A. Expense of Doing Business

DSA shall bear the cost and expense of conducting its business in accordance with the terms of this Agreement. This would include salaries for the staff of the DSA who are engaged in the business of selling the products of the Company, expenses related to communications, telecommunication, mailing, conveyance and business entertainment if required. The company will not entertain any re-imbursement on any expense made by the DSA other than the commissions.

#### B. Promotion of the Products

DSA shall make efforts to promote the sale of and stimulate demand for the Services within the Territory by direct solicitation. In no event shall DSA make any representation, guarantee or warranty concerning the Services except as expressly authorized by Company. The Company will take care of all online promotions on their website and ensure lead generations. Use of company logo, product logo, any advertising / promotion / marketing activity conceived originally by the DSA should be first approved in writing by FDPL Finance Pvt. Ltd before being implemented.

#### C. Agents & Customer Service

DSA shall inform and assist customers on Company's Services, and shall perform such additional customer services by e-mail, phone and fax, whenever needed, as good salesmanship requires and as Company may reasonably request.

#### D. Books and Records

DSA shall notify Company of any Customer's complaints regarding either the Services or Company and immediately forward to Company the information regarding those complaints.

### **10. Additional Obligations of Company**

#### A. Assistance in Promotion

Company shall, at its own expense, promptly provide DSA with marketing and technical information, training concerning the Services, brochures, instructional material, advertising literature, and other product data.

#### B. Assistance in Technical Problems

Company shall, at its own expense, assist DSA and customers of the Services in all ways deemed reasonable by Company in the solution of any problems relating to the Services.

#### C. New Developments

Company shall inform DSA of new Products or Services that are competitive with Company's Products Services and other market information and competitive information as discovered from time to time.

### **11. Trademarks and Tradenames**

A. Use. During the term of this Agreement, DSA shall have the right to indicate to the public that it is an authorized DSA of Company's Services. Nothing herein shall grant DSA any right, title, or interest in Company's Trademarks. At no time during or after the term of this Agreement shall DSA challenge or assist others to challenge Company's Trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of Company.

### **12. Term and Termination**

This Agreement shall commence on the date first written above for a period of 3 years unless terminated earlier as provided herein below. Either party to this agreement shall have the right to terminate this agreement with or without cause with thirty (30) days written notice to the other party.

### **13. Limitation on Liability**

In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures or commitments in connection with the business or goodwill of Company or DSA.

### **14. Confidentiality**

DSA acknowledges that by reason of its relationship with the Company hereunder it will have access to certain information and materials concerning Company's business plans, customers, technology, and products/services that are confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. DSA agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by the Company.

Company shall advise DSA whether or not it considers any particular information or materials to be confidential. DSA shall not publish any description of the Products/Services beyond the description published by Company and without the prior written consent of the Company. In the event of

termination of this Agreement, there shall be no use or disclosure by DSA of any confidential information of Company.

**15. DISPUTE RESOLUTION:**

All dispute arising out of or in relation to this agreement, including any questions regarding its existence, validity or termination, which cannot be amicably resolved by the Parties within 15 days of being brought to their attention (such 15 Days period is referred to as the "Constitutional Period"), shall be resolved exclusively by the courts in Mumbai, India.

**16. GOVERNING LAWS AND JURISDICTION:**

This agreement, the construction and the enforcement of its terms and the interpretation of the rights and the duties of the parties hereto shall be governed by the laws of India and shall be subject to the jurisdiction of courts in Mumbai. This agreement is executed in English language which shall prevail over any translation thereof.

**17. Notices**

Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service:

For the Company  <b>FDPL Finance Pvt. Ltd</b>	For the DSA  <b>YAGNESH SANJAYBHAI BHOMBALE</b>
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**18. Non-Assignability and Binding Effect**

A mutually agreed consideration for Company's entering into this Agreement is the reputation, business standing, and goodwill already honored and enjoyed by Company under its present ownership, and, accordingly, DSA agrees that its rights and obligations under this Agreement may not be transferred or assigned directly or indirectly. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**19. Severability**

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

For Name – Designation - Date —	<b>YAGNESH SANJAYBHAI BHOMBALE</b> INDIVIDUAL 25-08-2025
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For <b>FDPL Finance Pvt. Ltd</b> Name – Designation – Date –	DHARTI MURJI GOTH SENIOR EXECUTIVE ( RELATIONSHIP OFFICER) 07-08-2025
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<b>DSA Onboarding Sheet</b>	
<b>Name of the DSA</b>	<b>YAGNESH SANIAYBHAI BHOMBALE</b>
<b>DSA Code (To be filled by FDPL Finance Pvt. Ltd)</b>	
<b>Registered Address</b>	<b>313 Exalt, Nr. Siddhi Vinayak Temple, Vesu Main Road, Vesu, Surat, Gujarat 395007.</b>
<b>Corporate Address</b>	<b>313 Exalt, Nr. Siddhi Vinayak Temple, Vesu Main Road, Vesu, Surat, Gujarat 395007.</b>
<b>Product to be offered</b>	
<b>Signing authority, Designation</b>	OWNER
<b>Signing authority, Designation (From FDPL Finance Pvt. Ltd)</b>	
<b>Other Signing Party Name</b>	
<b>Signing authority, Designation (DSA)</b>	
<b>DSA Contact Person Details (Name, Email, Phone)</b>	<b>YAGNESH SANJAYBHAI BHOMBALE</b> 7859849358 yasb@capitalbox.in
<b>DSA Promoter PAN Card</b>	DXCPB30450
<b>DSA Promoter Aadhar Card</b>	787163194073
<b>Co GST No</b>	
<b>Co PAN Card No</b>	
<b>DSA Partner Payout</b>	3.50% for 0 to 25lacs 4% for above 25lacs to 1cr. 4.50% for above 1cr
<b>DSA Invoice Date</b>	1 <sup>st</sup> to 5 <sup>th</sup> on every month
<b>DSA Partner Payout Date</b>	On 15th every month
<b>Consultant Contact Person Details</b>	
<b>Banking Details</b>	
<b>Bank Name</b>	CANARA BANK
<b>IFSC Code</b>	CNRB0017176
<b>Bank Account No</b>	120034467571
<b>DSA Login</b>	
<b>DSA PW (to be changed post sharing)</b>	

#### Documents to be submitted.

- 1. GST Certificate**
- 2. PAN Card**
- 3. CIN No**
- 4. Address Proof**

**5. Canceled Cheque**