



PHONOGRAPHIC PERFORMANCE LTD.

Crescent Towers, 7th Floor, B/68, Veera Estate, Off New Link Road, Andheri (West), Mumbai 400 053
Tel. : 2673 6301 / 2 / 3 • Fax : 2673 6304
CIN - U 74999 MH 1941 GAP 142271

To,

Date: 03rd May 2016

Malwa Records

Mr. Rajan Kansal, Mr. Rahul Bansal
Bibiwala Road, Bathinda, Punjab - 151001

Re: Your request for payment of Consultancy Fee to M/s Meshi Creations Pvt. Ltd. Out of the Royalty (if any) payable to you.

1. We ("the Company") have received a written communication along with an agreement copy you have entered with M/s Meshi Creations Pvt. Ltd. It appears that you have entered into an arrangement with M/s Meshi Creations Pvt. Ltd. and thereby authorized them to be your Marketing Partner.
2. You have also informed the Company that your repertoire will be deployed and marketed by Meshi Creations Pvt. Ltd. and as a consideration for this arrangement you have agreed to pay M/s Meshi Creations Pvt. Ltd a consultancy fee amounting to 30% of the royalty, if any, generated to your account ("the Consultancy Fee") pursuant to the exclusive authorizations for administration of copyright in your repertoire that you have granted in favour of PPL.
3. We have considered your request and on the assurance and indemnity given by you hereunder we have agreed for the aforesaid arrangement.
4. You irrevocably agree and undertake that 30% of the royalty (if any) payable to you as per the distribution scheme of the Company will be paid by the Company to your Marketing Partner M/s Meshi Creations Pvt. Ltd of, having address at 140, Defense Enclave, Boh Road, Ambala Cantt, Haryana - 133001 and whose income-tax PAN no. is AAICM2682B / Service Tax Regn. No. is AAICM2682BSD003.
5. You unconditionally and irrevocably agree and declare that the Consultancy Fee paid by the Company out of the Royalty (if any) payable to you to the said M/s Meshi Creations Pvt. Ltd is merely an internal arrangement between you and the said M/s Meshi Creations Pvt. Ltd and the Company shall stand fully discharged and exonerated of all its statutory and contractual obligations to the extent of the amount of the Consultancy Fee out the royalty (if any) payable to you, once the Cheque towards the Consultancy Fee drawn and sent by the Company to the said M/s Meshi Creations Pvt. Ltd in usual course.
6. You further, irrevocably and unconditionally, agree to indemnify the Company and continue to keep it indemnified at all times against any claims, charges and/or disputes arising from

For Malwa Records


Partner

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Regd. Office: Crescent Towers, 7th Floor, B/68, Veera Estate, Off New Link Road, Andheri (West), Mumbai 400 053

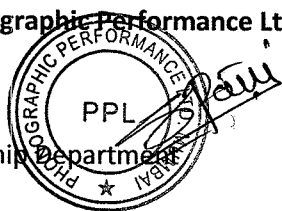
the Company drawing the Consultancy Fee cheques out of your Royalty payable (if any) in name of the said M/s Meshi Creations Pvt. Ltd.

7. You unconditionally and irrevocably agree, declare and confirm that in case any adverse claim, demand or other proceedings are initiated against the Company with respect to the payment of the consultancy fee out of the royalty (if any) payable to you by the cheques drawn in favour of M/s Meshi Creations Pvt. Ltd, you shall forthwith, without demur protest or delay, deposit the entire claim amount with the Company.
8. Kindly put your company seal and sign in acknowledgement of acceptance of the terms and conditions as stated hereinabove.

Thanking You,
Yours faithfully,

For Phonographic Performance Ltd

Membership Department



I Agree and accept,

For Malwa Records

Partner

For Malwa Records

[Handwritten Signature]
Partner