**Agreement of Licence to Publish on Lump Sum Consideration**

AGREEMENT is made at \_\_\_\_\_\_\_\_\_\_\_this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_

between Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_ r/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Here in after referred to as `the Author' of the FIRST PART and Mr. .........................r/o.......................Hereinafter referred to as `the Publisher' of the OTHER PART.

WHEREAS

1.      The Author has written a book being a commentary on \_\_\_\_\_\_\_\_\_\_\_ Act.

2.      The Publisher has offered to publish the same on the following terms and conditions and which are agreed to by the Author.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.      The Publisher agrees to publish the said book entitled \_\_\_\_\_\_\_\_\_\_within a period of......months from the delivery of the manuscript of the book by the Author to the Publisher. The printing and publishing will be done by the Publisher at his own costs.

2.      The Author will deliver the manuscript of the book, complete in all respects within two months from the date hereof. The Author hereby grants license to the Publisher to print and publish the said book subject to the terms and conditions herein mentioned.

3.      The Publisher has agreed to pay a lump sum of Rs \_\_\_\_\_\_\_\_\_\_as royalty to the Author out of which a sum of Rs.\_\_\_\_\_\_\_\_\_\_ is paid on the execution of these presents as advance and the balance will be paid within a week from the time the book is printed and ready for publication. The Publisher will not be entitled to sell any copy of the book unless the said amount is paid to the Author and until such payment the said amount will remain a charge on the copies in the possession of the Publisher or his Agents.

4.      Subject to the right of publication hereby given to the Publisher the copyright in the book including the right for further publication will remain with the Author.

5.      The Publisher shall print only \_\_\_\_\_\_\_\_\_ copies of the book and no more and the price of the book will not be more than Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per copy.

6.      The Publisher shall show the final proof of the print to the Author for his verification and the Author will be entitled to make any formal changes therein and to correct mistakes. The cover of the book will be got approved by the Author.

7.      The Publisher will be entitled to advertise the book as best as he can but at his own costs.The book as well as the advertisements will show the name of the Author prominently.

8.      The Publisher will have no right to take out more copies than that is provided above and will not take out any fresh print without the consent of the Author.

9.      If the Author proposes to bring out a new edition of the book he will give the first option to the Publisher on such terms as may be agreed upon In the event of any disagreement as to such fresh terms, the Author will b entitled to publish a new edition by himself or through any other publisher But in no event the book will be reprinted or republished unless at least 90% of the copies of the book to be published under this agreement are sold out.

10.   The Publisher will be entitled to sell the copies of the first edition and to appropriate the sale proceeds to him. The Author will not be entitled to ask for accounts of the sale of the said Edition.

11.   The Publisher shall supply \_\_\_\_\_\_\_\_\_\_ copies of the book to the Author free of cost.

12.   The Author warranties that the said book is his original and does not infringe the copy right of any person. The Author agrees to indemnify and keep indemnified the Publisher against any claim made on account infringement of any copy right. The Author also warrants that he has no given the right of publication to any other person.

13.   The Publisher undertakes to mention on the cover page or any other following page that the copyright in the book belongs to the Author.

14.   This agreement is executed in duplicate and one copy thereof will remain with the Author and the other with the Publisher.

IN WITNESS WHEREOF the parties have put their hands the day a year first hereinabove written.

Signed and delivered by

The within named Author Mr. ...................

In the presence of..................................

Signed and delivered by

The within named published Mr ....................

In the presence of.............................