**Agreement to Write a Book and to Sell Copyright**

Agreement is made at \_\_\_\_\_\_\_\_\_\_\_this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_

Between

 Mr \_\_\_\_\_\_\_\_\_\_\_\_\_

residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter referred to as 'The Author', of the FIRST PART

And

 Mr. B residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter referred to as "the Publisher" of the OTHER PART.

**WHEREAS**

1.      The Author is a writer and a professor in the subject of Literature and has written a novel in \_\_\_\_\_\_\_\_\_\_language which is in a manuscript form.

2.      The Publisher is carrying on business of publishing books on various subjects and has seen the said manuscript and approved it but has requested the Author to make a few changes therein and which the Author has agreed to do.

3.      On such changes being made the Publisher has agreed to complete the book as aforesaid and assign the copy right therein to the Publisher in consideration of a lump sum amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_agreed to be paid by the Publisher to the Author.

**NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1.      The Author agrees to complete the manuscript of the said book (novel) within a period of three months from now and the material of which will not exceed about\_\_\_\_\_\_\_\_\_\_\_\_\_ printed pages.

2.      The Author shall deliver the typed or handwritten manuscript of the book to the publisher within the said period of three months from the date hereof.

3.      The Publisher shall, within the next \_\_\_\_\_\_\_\_\_\_\_months print and publish the said book at his entire cost, unless prevented from doing so by circumstances beyond his control in which case the time will be extended by mutual consent of the parties.

4.      The Publisher shall furnish proofs of the printed material to the Author for his reading and for corrections and during such proof reading the Author will be entitled to make any additions or alterations in the original text of the book as he may think proper but without materially altering the story and the form.

5.      The Publisher shall pay to the Author a sum of Rs \_\_\_\_\_\_\_\_\_\_in consideration of the assignment of the copy right as hereinafter mentioned and out of which the Publisher has paid to the Author a token sum of Rs. \_\_\_\_\_\_\_as earnest on the execution of this agreement and the balance of Rs \_\_\_\_\_\_\_\_\_\_\_\_will be paid on the delivery of the manuscript of the book to the Publisher.

6.      The Author agrees to assign to the Publisher the full copy right of the Author in the said book and shall execute a Deed of Assignment of copyright on the delivery of the manuscript of the book against payment of the said balance of Rs\_\_\_\_\_\_\_\_\_\_

7.      The Author shall assign the copyright subject to the following reservations

·          The author will be entitled to publish translation of the said book in any other language.

·          He will be entitled to convert the novel into a play.

·          He will be entitled to make a cinema film out of the story of the novel.

·          He will be entitled to suitably convert it and exhibit as a serial in a Television show.

8.      The Publisher hereby covenants and undertakes that he will not publish the book under any title other than the title given by the Author and will not in any way alter the literary matter contained in the book or make any additions to or alterations in the text of the book.

9.      The Publisher further covenants that he will not assign the copy right in the said book to anybody else or grant any license in respect thereof without notice of this agreement to the Assignee or Licensee and such assignment or license will be subject to the terms and conditions herein mentioned.

10.   The Author warrants that the said book does not contain any defamatory material and does not infringe the copy right of any other person.

11.   The Author agrees to indemnify and keep indemnified the Publisher against claim for damages or otherwise made by any other person on account of

a.      the book containing any defamatory material or

b.     the book causing infringement of the copy right of any other person.

12.   If the Author fails to write and complete the book within the period mentioned above, the Publisher will have the option to cancel this agreement by giving fifteen days, prior notice in writing to the Author and in that event the Author shall return the token earnest paid to him by the Publisher.

13.   If the Publisher fails to pay the said balance of Rs\_\_\_\_\_\_\_\_ against offer or delivery of the manuscript of the book by the Author to the Publisher, this agreement will be treated as cancelled but if the Author fails to deliver the manuscript against the Publisher offering to pay the said amount, this agreement will be deemed to be an assignment of the copy right in the said manuscript, subject to the reservations aforementioned and in that case the Author will not be entitled to publish the book himself or through any other publisher or to assign the said copy right therein to any other person.

14.   This Deed is executed in duplicate and the original copy will remain with the Publisher and the duplicate with the Author.

IN WITNESS WHEREOF the Author and the Publisher have put their respective hands the day and year first hereinabove written.

Signed and delivered by the

Within named Author Mr .....................

In the presence of \_\_\_\_\_\_\_\_\_\_\_

Signed and delivered by the

Within named Publisher Mr .................

In the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_