

MEMORANDUM OF AGREEMENT

Agreement made at New Delhi on this 02 day August 2007 between:

Hereinafter referred to as the work. The AUTHOR (S) which expression shall include the Author(s)

Heirs, executors, administrators and /or assigns; and S.K Kataria & sons 4760-61/23,
Ansari Road,

Daryaganj Delhi. Having its registered Office at Ludhiana here in after referred to as the

PUBLISHERS

With respect or a tentatively titled.

Here in a after to as the work. The AUTHOR and PUBLISHERS agree to collaborate in the publication of the work in book and electronic form and all subsequent revisions as here in a after provided on the Following terms:

1. Publication Rights: - The Author(s) shall prepare and supply the work for publication by 15.12.2050 and Here by grant(s) to the publishers the full and exclusive right on the terms specified in this agreement, to print Publish, and sell the work and all subsequent revision and adaptations thereof though out world Trade, reprint and other editions and to dispose of all subsidiary right thereto in all language.

2. Copy Right: - The Author own the legal term of the copyright including renewals there of the entire copyright in the work and the shall vest in the publishers.

3. Manuscript: - The final manuscript shall in double – spaced typescript suitable for use as printer’s copy or in the form of a Word processed floppy diskette accompanied by hard copy and acceptable to Publishers in content and physical form and shall be accompanying by appropriate illustrative maternal, instructional aides and index. The cost preparation of the typescript/floppy diskette and accompanying material shall be borne by the author(s).

4. Correction of Proofs and Index Preparation: - The Author(s) undertakes to check and correct diligently printer’s proofs sent to him for this purpose by the Publishers and to return them to the publishers within 30 days receipt of the proofs. If the Author(s) fails or is unable to check the proofs as just stipulated, the Publishers shall be free to arrange for such checking by person competent in the publisher’s judgment to do so, and the cost of this arrangement will be debited to the royalty account of the work, as the first charge. Also if the Author(s) fails or is unable to prepare the index the Publishers shall be free to arrange for its Preparation and the expenses incurred will be debited to the royalty account of the Author(s).

5. Author(s):- Corrections Should the Author(s) make or cause to be made any alterations in typeset script, illustrations or Plates which are not Corrections of typographical of draftsman's errors and which shall costing excess of fifteen percent (15%) of the cost of composition (independent of the cost of the said alterations) the cost of such excess alterations shall be charged to, and paid for, by the Author(s). The Publishers may at their discretion agree to debit such charges to the royalty account of the Author(s).

6. Sale of work: - The Publishers shall have exclusive control of the sale and the terms of sale of the work.

7. Typescript revisions: - The Publishers shall have the right to make such editorial changes or suggest Modifications including alterations or deletions in the typescript as they deem desirable and necessary. The Author(s) here by agree to the complete satisfaction of the Publishers.

8. Delivery of the work: - If the Author(s) fails to supply the full and final typescript along with agreed illustration by the date mentioned for this purpose in clause 1 of this agreement, the publishers shall have the option any time after this date unilaterally, to declare this agreement cancelled after giving the Author(s) ninety days notice in writing to Provide the necessary material unless the Publishers have mean while agreed in writing to an extension of the period Of submitting the material. In the absence of such a written notice this agreement Publishers will continue to be fully effective and for this Period the Publishers will be deemed to have agreed to an extension of the date for the delivery of material till the date of the expiry of any notice the Publishers may subsequently serve on the Author(s).

9. Royalty:- (a) The Publishers agree to pay to the Author(s)/ their beneficiaries as per the attached annexure a royalty of 12% (Twelve percent) of on the printed price of the books actually sold, Royalty would be paid on the Indian net price for all copies Printed domestically or export.

(b) In the case of two or more Authors, the aforesaid royalty shall be divided equally.

(c) Any change in the payment of royalty to notified to the Publisher by way of an annexure duly signed by the Author(s).

(d) The Publishers shall have the sole right to Publish, or to permit others to publish, such selections from the work as they think proper to publish, such selections or the sale of serial, translation, radio and television recording, book club, or other and the Publishers. If the Publishers themselves undertake the Publication of translations or abridgements or adaptation of the work in English or in any of the Indian languages, this agreement will govern as far as the context will permit such publication By the Publishers. Accounting and payment to the Author(s) will be governed by clause9 (a) and clause.

(e) Subject to The deduction of expenses incurred by the Publishers in having the said translations abridgements or adaptations prepared.

(f) The royalty payment shall be calculated on the actual No. Of Printed copies the work and shall be made annually as of March 31 each year subject to change as per the

financial Accounting year of the publishers, accompanied by a Statement Of Account settlement shall be made within ninety days thereafter.

10. Sale of Surplus Stock: - The publishers shall be entitled to sell surplus stock of the work as remainder only after three year, have lapsed since the first Publication of the work.

11. Publications: - The Publishers shall proceed to publish the work in such manner and styles and such editions and at such Catalogue retail price as they deem appropriate and shall use their best efforts to promote the sale of the work. The Publisher shall also make such licensing or other arrangements as they deem appropriate for printing, publication and Sale of the work.

12. Author(s) Copies: - The Publishers agree to give to the Author(s), on Publication of the first edition of the work ten copies of that edition and on publication, six copies of each new edition.

In the case of two or more Authors, the number of copies just stipulated shall be equally divided between the Author(s). The Publishers further agree to give to the Author(s) agree to sell the Author(s) additional copies as desired by the Author(s) for personal use and not for resale at the terms allowed by the Publishers to booksellers both, in respect of discount packing postage freight and forwarding charges.

13. Competing Work:- The Author(s) agrees that he will not during the continuance of the agreement without the written the consent of the Publishers, Write, print, or publish or cause to be written, printed or published, any other edition of the work, revised, enlarged, abridged, adapted, or otherwise or any book or electronic product of the work.

14. Revised Edition: - The Author(s) agrees to revise the work when it is determined by the Publishers that a revised edition is Desirable. Should the Author(s) be unable or unwilling to perform such revision within a reasonable length of be deceased at the Time at which it is determined that such revision is desirable; the Publishers shall have the right to arrange for the Preparation of a Revised typescript. In such case, the reviser shall be compensated by a share of the royalty on the sale of such revised edition or by a fee paid by the Publishers and charged against the first royalty and other income accruing to the Author(s) on the sale of such revised edition.

15. Warranty: - The Author(s) warrants that the work is original except for such excerpts from copyrighted works as may be included with the permission of the copyright owners thereof that it contains no libelous statement that it contains nothing unlawful and does not infringe upon any copyright, trademark, patent statutory right, proprietary right of other and that he shall indemnify the Publishers against any cost expenses and damage arising from any breach of the warranty.

The Author(s) also hereby assures the Publishers that no statement of fifty or more words or illustrations or tables shall appear in the work form other copyright material without prior written permission having been obtained by the Author(s) from the copyright

holders. The Author(s) shall also provide the publishers a copy of each written permission obtained.

16. Assignments:-This agreement may be assigned by either parties, but only as a whole, and no part of the respective interests of either party may be assigned without the written consent of the other party. Not with standing any such assignments this agreement shall be binding on the parties hereto, their heirs, executors, administrators and/or assigns.

17. Protection of Copyright: - The publishers shall be free to take on the Author(s) behalf but at the Publishers expense, any action, including legal action that the Publishers may consider necessary to protect their rights including copyright under this agreement.

18. Termination: - If at any time an edition or print of the work becomes out of the print and continues to be out of print for a period of six months and the Publishers neglect to issue a reprint or a new edition of the work within twelve months of receipt of a notice in written from the Author(s) subsequent to the work being out the work for six months, all rights on the work will revert to the Author(s) and this agreement shall stand cancelled. This cancellation will not, however prejudice right in the work acquired by third parties the period of its operation. In cases of translation, abridgements, reprints and adaptations of the work publishers themselves, the Publishers will continue to enjoy exclusive rights for this till all copies on date of termination of this agreement have been sold out.

19. Arbitration: - All differences or disputes arising out of or In connection with the Interpretation or enforcement of this agreement shall be settled by arbitration in Delhi and will be subject thereto the Courts in Delhi in accordance with Indian Arbitration Act. There is no other legal or subsisting Agreement with any other Person and if proved contrary, I shall be for sale and shall compensate for any loss or damage caused to Publishers.

20. Validity: - This agreement is valid till 15.12.2050. In witness whereof this agreement has been executed by the parties here to on the date month and year

Witnessed by: -

As the Author(s) Author(s)

As to the Publishers Publishers