**AGREEMENT OF ASSIGNMENT OF THE COPYRIGHT IN A BOOK TO THE PUBLISHERS BY THE LEGAL HEIRS OF THE AUTHOR**

THIS AGREEMENT between (1) Shri………………(2) Shri………………(3) Shri…………

(4) Smt………………hereinafter called "the owners" (which expression shall unless repugnant to the context or meaning thereon be deemed to include their legal representatives, executors or administrators) of the ONE PART and M/s. Bharat Law House, a partnership firm carrying on the business of law booksellers and publishers at………………hereinafter called "the Publishers" (which expression shall unless repugnant to the context or meaning thereof be deemed to include every partner for the time being of the said firm, the survivor or survivors or the legal representatives, executors or administrators of the last survivor) of the OTHER PART.

WHEREAS

(1) The owners are the legal heirs of late Shri………………(hereinafter referred to as "the said Author") who had authored the book entitled (hereinafter referred to as "the said book") which had been published by M/s ………………Publishers and Booksellers in terms of the Agreement dated hereinafter referred to as "the said agreement") executed between the said author on the ONE PART and M/s ………………on the OTHER PART.

(2) Under the said Agreement, the copyright of the said book vests in the said Author and after his death in his legal heirs.

(3) The said M/s ………………the publishers of the said book are not willing to publish the revised edition of the said book at their own cost in terms of the said Agreement and the owners, who are the only legal heirs of the said Author, have served a notice dated…………on…………

M/s ………………to publish a revised edition of the said book in terms of the said Agreement and M/s ……………… have failed to publish the revised edition of the said book within a period of six months from the date of receipt of the said notice and they have expressed their inability to

publish the revised edition of the said book due to the reasons beyond their control.

(4) In terms of clause of the said Agreement, the rights of the publication have reverted back to the owners.

(5) The Publishers have approached the owners for the purchase of the copyright of the said book. And

(6) The owners have agreed to sell the copyright in the said book and the right of printing, publishing, translating and otherwise making use of the said book or its subject matter to the publishers on the terms and conditions mutually agreed upon as hereinafter mentioned.

**NOW THIS AGREEMENT WITNESSETH THAT**

(1) In consideration of the payment of Rs ………………made by the Publishers to the owners on the execution of this agreement (the receipt whereof is hereby acknowledged) and of the premises, the owners, hereby assign, transfer and sell absolutely the copyright of the said book and the right of printing, publishing, translating and selling thereof in whole or in parts.

(2) The Publishers shall be entitled to alter, amend, abridge, or revise the contents of the said book, provided that any alteration, amendment, abridgement or revision of the said book shall not be to

the prejudice of the reputation of the author of the said book.

(3) The owners assure the Publishers and hereby guarantee that the owners are the sole owners of the copyright in the said book and there is no right, claim or interest of any kind whatsoever either of M/s. ………………Publishers of the said book or of any other person in the copyright of the said book and the owners hereby indemnify and shall hold the Publishers harmless against all claims, demands, damages, losses or costs, which the Publishers may sustain by reason of any claim of any person in the copyright in the said book.

IN WITNESS WHEREOF the parties aforementioned have signed this deed on the day and year first above written.

WITNESSES

1. Signed and delivered by the within named owners
2. Signed and delivered by M/s. Bharat Law House the within named Publishers by its Managing Partner Shri ...................