



16th December 2009

Mr.Chetan Bhagat
Flat no.12, 6th Floor,
Becon Building,
140 Madam Cama Road,
Mumbai-400021

Dear Mr.Bhagat,

This is further to our previous letter dated 21 November 2009.

Clause 3 of our agreement (dated 1st September 2005) with you stated that contingent upon the monetary success of the film and then at our discretion, you would be entitled to an ex-gratia payment of Rs. 10 lakhs.

Following our recent pleasant meeting, I am happy to positively exercise that discretion ahead of schedule at this time and hereby make to you the full payment of Rs.10,00,000/- (Rupees Ten Lakhs only) as stated in the agreement. The enclosed cheque number 004846, dated 16th December 2009, drawn on Standard Chartered Bank, is prepared for a net amount of Rs.9,00,000/- after TDS deduction.

Please acknowledge the receipt.

Yours truly,
For VINOD CHOPRA FILMS PVT.LTD.

DIRECTOR

Vinod Chopra Films Pvt. Ltd.

Regd. Office: Maria Cottage, 22, Sherly Rajan Road, Bandra (West), Mumbai 400 050. INDIA
Corporate Off.: Bhagtani Krishang, 16-C, Dattatray Road, Santacruz (West), Mumbai 400 054. INDIA
T: + 91 22 2661 5059 / 4936 F: +91 22 2661 3639 vcp@vinodchopra.com www.vinodchopra.com



21st November 2009

Mr.Chetan Bhagat
Flat no.12, 6th Floor,
Becon Building,
140 Madam Cama Road,
Mumbai-400021

Dear Mr.Bhagat,

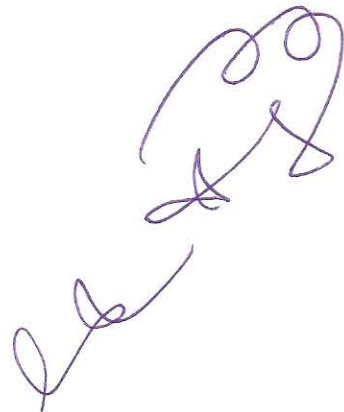
In line with clause 3 of our agreement dated 1st September 2005, we are pleased to make to you the full payment of Rs.1,00,000/- (Rupees One Lakh only) that is due to you at this juncture. The enclosed cheque number 004593, dated 21st November 2009, drawn on Standard Chartered Bank, is prepared for a net amount of Rs.90,000/- after TDS.

Please acknowledge the receipt.

Yours truly,
For VINOD CHOPRA FILMS PVT.LTD.



DIRECTOR



Vinod Chopra Films Pvt. Ltd.

Regd. Office: Maria Cottage, 22, Sherly Rajan Road, Bandra (West), Mumbai 400 050. INDIA
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T: + 91 22 2661 5059 / 4936 F: +91 22 2661 3639 vcp@vinodchopra.com www.vinodchopra.com

Agreement

This agreement (hereinafter referred to as the Agreement) is made and entered into at Mumbai this 1st day of September, 2005

Between

Vinod Chopra Films Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956, having its office located and situated at Plot No. 16 C, RH 2/A, Bhagtani Krishang, Dattatreya Road, Santacruz (West), Mumbai 400054 (hereinafter referred to as the Producer), which expression shall, unless it be repugnant to the context hereof, mean to include its directors, officers, employees and permitted assigns of the One Part

And

Mr. Chetan Bhagat, male, aged 31 years, of Indian origin having the residential status of Non Resident Indian and based in Singapore at #01-03, 3 Balmoral Road, Singapore, and when in India, based at 8B, Scientist Apartments, Pusa Campus, New Delhi 110 012 (hereinafter referred to as the Author), which expression shall, unless it be repugnant to the context hereof, mean to include its heirs, successors, executors, administrators and permitted assigns of the Other Part

Both, the Producer and the Author are referred to in this Agreement individually as a Party and collectively as Parties

Whereas the Producer is engaged, *interalia*, in the business of production of audio-visual moving images software in all formats or forms in and through any media or mediums

And Whereas the Author is engaged, *interalia*, in the profession of writing stories, books, novels, etc. and has in the course of such engagement authored a novel in the name, style and title of 'Five Point Someone' (hereinafter referred to as the Novel) and such Novel has been published by Rupa & Co., (hereinafter referred to as the Publishers)

And Whereas the Parties hereto, based upon their mutual discussions, consented amongst themselves that, the Author shall assign and grant such rights in, to and of the Novel (hereinafter referred to as the Rights) more particularly defined hereunder, in favour of the Producer, to entitle and enable the Producer to create and produce audio-visual moving image adaptation of the Novel on such terms and conditions as are stated hereunder

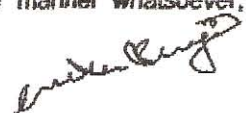
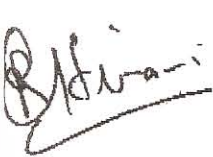
Now this Agreement witnesseth as under:

- 1) That the operative part, recitals and annexure, if any, shall form an integral part of this Agreement and shall be read and interpreted together and entirely.
- 2) Grant of Rights

The Author, hereby, upon the execution of this Agreement forthwith assigns and grants, solely, exclusively and perpetually, in favour of the Producer the Rights in, of and to the Novel, which are defined as-

Rights

The Rights shall mean and include to read, refer, interpret, adapt, title, create and produce the Novel (including its title, theme, story, characters, narration and any other contents), in any way or manner whatsoever, in any format or form of audio-visual moving images in and



through any media or medium whether now known or existing or hereafter invented or developed and which in the opinion of the Producer may be fit or necessary.

3) Consideration

The Parties hereto have agreed and consented that in consideration of the grant of Rights as aforesaid, the Author shall be entitled to and paid by the Producer a fee of Rs. 1,00,000/- (Rupees One Lakh Only), in mutually decided instalments, upon the release of the first audio-visual moving image software (of any format or form in any media or medium).

In addition to the aforesaid fee, the Author shall be entitled to an ex-gratia consideration of upto Rs. 10,00,000/- (Rupees Ten Lacs Only), at the discretion of the Producer, in the event the release of such first audio visual moving image software results in monetary success to the Producer.

The consideration as stated above shall be paid in compliance of all applicable laws, rules and regulations including but not limited to the laws of taxation.

4) Credit to the Author

It shall be obligatory on the part of the Producer to accord credit to the Author in the rolling credits of any audio-visual moving image software (of any format or form in any media or medium) produced by the Producer in terms of the exercise and execution of the Rights herein granted as under-

Based On The Novel

FIVE POINT SOMEONE

By

Chetan Bhagat

5) Discretions of the Producer

The Producer shall be fully, completely, entirely and absolutely entitled and competent to exercise and execute the Rights herein granted in or with the association of any individual, group of individuals or organizations as the Producer may deem fit and necessary including but not limited to require the Author to provide any further assistance to the Producer, if so deemed fit or necessary, in the exercise and execution of such Rights.

6) Ownership rights of the Novel

The Author shall continue to be the sole, exclusive and perpetual owner and holder of any or all copyrights, intellectual property rights, and ownership rights in, of or to the Novel.

7) Ownership rights of the Producer

The Producer shall be the sole, exclusive and perpetual owner and holder of any or all copyrights, intellectual property rights and ownership rights in, of or to any/all software (of any format or form in any media or medium) including of the products thereof arising out of the exercise and execution of the Rights granted herein by the Author to the Producer.

Insofar as is relevant for the purpose of the copyright law of the United States of America and any jurisdiction which does not recognize an assignment of future copyright, insofar as there is

resort or subjection to such jurisdiction in relation to this Agreement, the Author acknowledges that the products arising from the exercise and execution of the Rights granted herein by the Author to the Producer and from any further assistance rendered by the Author to the Producer, in terms of clause 5 above then such products are and will be deemed as a "work made for hire" and the Producer shall be deemed the author thereof.

8) Assignment

The Producer shall be competent and entitled to assign the Rights, herein granted in favour of the Producer, to any third party on such terms and conditions as the Producer may deem fit or necessary and the Author shall have no objection or claim of any nature and/or manner whatsoever to such assignment provided that, in the event of such assignment the Producer shall only ensure the discharge of the minimum consideration of Rs. 1,00,000/- (Rupees One Lakh Only) in favour of the Author.

9) Representations and warranties of the Producer

- a) The Producer hereby represents that the Producer is legally competent and entitled to enter into and execute this Agreement.
- b) The execution of this Agreement is not in contravention to or in violation of any other agreement entered into by the Producer with any other third party.
- c) The Producer represents and warrants that the Producer shall commence the production of the audio-visual moving image software (of any format or form in any media or medium), in execution and exercise of the Rights herein, at least by January 01, 2009 with a provision for a period of grace of 30 days therefrom.

10) Representations and warranties of the Author

- a) The Author is the sole and exclusive writer and author of the Novel and does not share the credit of writing or authoring the Novel or any part thereof (including but not limited to its title, theme, story, characters and narrations) with any other individual, group of individuals or organizations.
- b) The Author is the sole, exclusive and perpetual owner of the ownership rights including but not limited to copyrights and intellectual property rights in, of or to the Novel and all such rights free from any/all charge, lien, encumbrances of any nature and/or manner whatsoever and that the Author is competent and entitled to sell, assign, grant, dispose off or otherwise deal with such rights in any manner and/or nature whatsoever.
- c) The right of the Publishers, if any, is solely for the purposes of and restricted to publishing the Novel and distributing and marketing the same.
- d) There are no claims, objections, judicial, legal or any other proceedings past, present or anticipated in future either, jointly or severally, against the Author, Novel and Publisher of any nature and/or manner whatsoever in any part of the world and more particularly in India and Singapore such that the existence of any such claim could prevent the Producer from exercising or executing the Rights conferred upon the Producer herein.
- e) The contents of the Novel (including but not limited to its title, theme, story, characters and narration) shall not be changed, altered, modified by the Author at any point of time hereafter and if the occasion so arises then the Author expressly represents and warrants that the Author shall inform and communicate such changes, modifications or alterations to the Producer.
- f) The Author has not sold, assigned, granted or otherwise dealt with the Rights herein, whether in whole or in part, in any nature and/or manner whatsoever to any other third party.



- g) The Novel is entirely a work of fiction and does not contain, portray or depict any living or dead individual or group of individuals or any existing or previously existing organizations or corporations.
- h) The Author hereby represents that the Author is legally competent and entitled to enter into and execute this Agreement.
- i) The execution of this Agreement is not in contravention to or in violation of any other agreement entered into by the Author with any other third party.

11) Notice and Termination

- a) Any notice pursuant to this Agreement shall be in writing, of 30 days and delivered by mode of acknowledged delivery of a recognised courier service or postal system at the following address of the Parties hereto-

In case of notices to the Producer:

Address: Plot No. 16C, RH2/A, Bhagtani Krishang, Dattatreya Road, Santacruz (West),
Mumbai 400054, Maharashtra, India.

Tel: 91 22 2661 50 59

Fax: 91 22 2661 36 39

E-mail: ycp@vinodchopra.com

Address to: Mr. Rajkumar Hirani

In case of notices to the Author:

Address : 1) #01-03, 3 Balmoral Road, Singapore

2) 8B, Scientist Apartments, Pusa Campus, New Delhi 110 012

Tel : 65-98271955

Fax :

E-mail : info@chetanbhagat.com

Address to: Mr. Chetan Bhagat

The Parties, hereto, expressly undertake to intimate each other in the event of the change of their aforesaid addresses.

- b) In the event of proposed termination of this Agreement by either Party hereto arising out of the breach of the terms of this Agreement by the other Party then, such termination shall be valid and operational only after the Party proposing the termination has served upon the other Party a notice in writing of 30 days stipulating the nature of breach and such other Party has failed to remedy the breach in the period of notice and the period of notice has expired.
- c) In the event of the termination of this Agreement, by either Party hereto, such that the termination is proposed prior to January 01, 2009 or prior to the grace period of 30 days therefrom, then the Producer shall be absolved from the terms of consideration as stated in clause 3 hereto.

12) Indemnity

That the Author shall indemnify and hold harmless the Producer, its affiliates, and respective officers, employees, agents and representatives from and against any and all costs, losses, claims damages and liabilities, including reasonable attorneys' fees, incurred by the Producer, arising out of misrepresentation, fraud, gross negligence, or wilful misconduct of, or breach of the provisions of this Agreement by the Author. The Author shall indemnify and hold harmless the Producer against all claims and damages arising out of this agreement by the Author to the Producer.

That the Producer shall indemnify and hold harmless the Author, its affiliates, and respective officers, employees, agents and representatives from and against any and all costs, losses, claims damages and liabilities, including reasonable attorneys' fees, incurred by the Author, arising out of misrepresentation, fraud, gross negligence, or wilful misconduct of, or breach of the provisions of this Agreement by the Producer. The Producer shall indemnify and hold harmless the Producer against all claims and damages arising out of this agreement by the Producer to the Author.

13) Governing Laws and Resolution of disputes

This Agreement shall be subject to and governed solely and entirely by the laws of India with jurisdiction to courts of law at Mumbai and any dispute arising out of the terms of this Agreement shall be subject to arbitration under the provisions of the Arbitration and Conciliation Act, 1996.

14) Miscellaneous Provisions

Entire Agreement

This Agreement contains the entire and sole understanding of the Parties with respect to the matters covered by this Agreement, and supersedes and cancels any and all oral or written prior agreement, understandings, statements and representations between the Parties hereto with respect to such matters.

Amendment / Waiver

This Agreement shall not be amended or waived without the prior written consent of the Parties.

No Agency

Each of the Parties shall be an independent entity with respect to the performance of its obligations under this Agreement. No Party, nor its officers, employees, affiliates, agents, representatives, sub-contractors, vendors or suppliers shall be deemed to be agents, representatives, employees, or servants of the other Parties. This Agreement shall not constitute any Party as the legal representative or agent of any other, nor shall any Party have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of another Party. Except as may be expressly set forth herein, this Agreement is not intended to create and shall not be construed to create a relationship or partnership, joint venture or association for profit between the Parties.

Counterparts

This Agreement shall be signed in two counterparts, but each counterpart shall constitute part of the same instrument.

Reservation of Rights

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement by the other Party shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver or acquiescence by any Party of a breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any rights under or arising out of this Agreement, or acquiescence to or recognition of rights and / or position other than as expressly stipulated in this Agreement or unless expressly stated so by that Party in writing.

Cumulative Rights

All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.

Partial Invalidity

If any provision of this Agreement or any Application thereof to any person or circumstances is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each clause of this Agreement shall be valid and enforceable to the fullest extent permitted by replaced with a provision which is valid and enforceable and most nearly gives effect to the original intent of unenforceable provision.

Headings

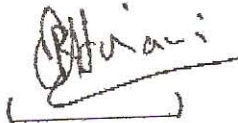
The paragraph headings contained in this Agreement are for the convenience of the parties and shall not affect the meaning or interpretation of this Agreement.

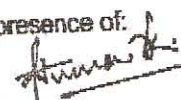
Binding Nature

The provisions of this Agreement shall be legally binding on the Parties hereto.

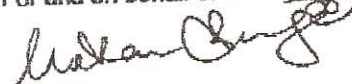
IN WITNESS WHEREOF THE Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

SIGNED AND DELIVERED by:
For and on behalf of Vinod Chopra Films Pvt. Ltd.


()

in the presence of:

(Suma K.)

SIGNED AND DELIVERED by
For and on behalf of Chetan Bhagat



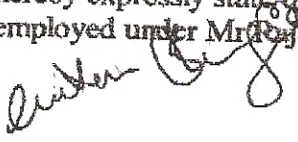
(Chetan Bhagat)

in the presence of: 
(DILEEP DESAI)

Chetan Bhagat
8B, Scientist Apartments
Pusa Campus
New Delhi 110 012

To Whom It May Concern :

In the matter of the execution of the Agreement dated September 1, 2005, entered into between Vinod Chopra Films Pvt. Ltd., acting through Mr Rajkumar Hirani and myself, I hereby expressly state that I have voluntarily required and consented to Mr Dileep Desai employed under Mr Rajkumar Hirani's to be my witness.


Chetan Bhagat,
September 1, 2005.