

(On 100Rs. Stamp Paper)

AGREEMENT

This agreement is made and executed on this _____ Between the Managing Director, Andhra Pradesh State Film Television and Theatre Development Corporation Limited, Vijayawada having his office at #4th Floor, NTR Administrative Block, Pandit Nehru Bus Station, Vijayawada-520013 (hereinafter referred to as the “Distributor” of the one part

And

_____ (Hereinafter referred to as the “Exhibitor”) holding a license for exhibition of the Cinematographic films situated in _____ situated at _____ (hereinafter referred to as the “said theatre”) of the other part, whereby IT IS AGREED AND DECLARED AS FOLLOWS:-

1. Subject to the terms and conditions hereof the Distributor undertakes to supply to the Exhibitor such scientific films, films intended for educational purposes, films dealing with news and current events or documentary films as have been, certified, notified or approved by the Central or State Government as the case may be.

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2. That this Agreement shall be operational for 52 weeks complete and remain in from _____, 20__ to _____, 20____,
3. That the exhibitor shall inform the validity of licensee of the theatre and furnish a copy of the B Form licensee / furnish the seating capacity and proposed admission rate (For New Theatres).
4. That the Distributor agrees to supply through Digital Provider and the Exhibitor agrees to take on the terms and conditions mentioned herein the films in any Indian Language/version for exhibition only in the “said theatre”.
5. That for the above the Exhibitor agrees to pay Fixed Administrative Charges plus GST to the Distributor for supply of approved films per year amounting to Rs._____. (Rupees - _____ only)
6. That the distributor reserves the right to terminate agreement in case of default in payment of amounts due to Distributor from the Exhibitor under this Agreement and the Distributor is entitled to take appropriate legal action for recovery of the amounts in accordance with law. And, further, the Distributor is entitled to register their objection for issuances of any statutory licenses to the Exhibitors including revocation of licenses already issued.
7. That the films supplied through Digital Providers under this agreement are to be exhibited along with other films, the said films shall be exhibited immediately before the commencement of the main film or before the commencement of the interval and we agree to screen the exhibit approved films supplied by the corporation otherwise the NOC issued by the corporation may be cancelled/ revoked .
8. Notwithstanding anything herein contained, the Distributor may in his absolute discretion require the Exhibitor to extend the period of exhibiting of any film in the “said theatre” to any period **not exceeding 28 days**.
9. That the distributor agrees to arrange the films through digital provider.
10. The Agreement signed by the Exhibitor shall be sent to the Distributor in duplicate and a copy duly executed by the distributor shall be sent by the distributor to the Exhibitor.
11. The Distributor may at any time by notice in writing summarily determine this contract in any of the following events that is to say.
 - i) If the Exhibitor being an individual or if a firm a partner in the exhibitor’s firm shall at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings under any insolvency Act for the time being in force to make any conveyance or assignment of his effects or enter into any Arrangements or composition with the Creditors or suspend payment or if the firm is dissolved under Partnership Act, or
 - ii) If the Exhibitor commits any default in the due performance or any of the terms or conditions herein contained and on his part to be observed and performed.

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12. The Distributor or his duly accredited representative for the purpose, shall have an access free of charge to the said theatre named above to ensure due performance of the terms and conditions of the contract.
- 13 Any addition, deletion, revision or other alteration of the terms of the contract contained herein will be valid only if they are stated in writing and signed by or on behalf of the parties to the Contract by persons duly authorized in this behalf.
14. This Agreement is declared to be personal to the Exhibitor and shall not be assigned or otherwise dealt with by the Exhibitor in whole or in part without the written consent of the Distributor first and shall cease to operate when the Cinema changes hands.
15. In the case of the Exhibitor being a firm all the members for the time being of the firm shall be responsible and liable for the fulfillment of this Agreement PROVIDED always and without prejudice to the provision. If the exhibitor being an individual forms a partnership or incorporates his business or if the Exhibitor is a partnership and the said partnership changes its form or dissolves or in the case of the Exhibitor being a company, if such company's Constitution is changed the Exhibitor shall immediately notify the Distributor by written notice of such changes and the Distributor shall be entitled in his discretion to determine this agreement immediately.
16. On behalf of the Distributor the Officer named in the preamble or any other officer for the time being entrusted with the function and duties of the said officer will be the person to give notice to receive notices and to do all the acts in connection with any matter touching or concerning the Agreement.
17. It is agreed by the parties hereto that all matters, disputes and claims in respect of the terms and conditions hereof shall be settled and paid by the parties in the town and place where the Distributor's office as named in the preamble is situated. Further in respect of all matters, disputes, in connection with or arising out of this Agreement, the jurisdiction shall be of the appropriate Court for the said town wherein the Distributor's office is situated.
18. The duty chargeable in respect to this Agreement under Indian Stamp Act, 1899 shall be payable by the exhibitor.
19. Any dispute or difference arising out of or in concerning this Agreement or any of the terms and conditions hereof shall be referred to the sole arbitration of the Managing Director, APS Film, TV & Theatre Development Corporation Limited, Government of AP., and if he is unable or unwilling to act, to the sole arbitrator or any person appointed by him for the purpose no objection shall be taken to any such reference on the ground that the persons so appointed is a servant under the Distributor and has to deal with the matter in the course of normal duties. The provision of the Arbitration / Conciliation Act, 1996 or any statutory modifications thereof and rules framed thereunder shall apply to such arbitration and the award of the Arbitrator shall be final and binding on both the parties. The Arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award.

...3.

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20. The Exhibitor admits that he has read this Agreement and that he fully understands the meaning of each and every clause and has signed this Agreement with the full knowledge of the conditions and obligations herein imposed and which he willingly incurs and assumes

IN WITNESS WHEREOF the parties aforementioned have signed this agreement in token of acceptance thereof.

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In the presence of:

Witness (1)
(Signature)
Address

Witness (2)
(Signature)
Address