

भारतीय गैर न्यायिक



दिल्ली DELHI



Mathew Deirdoro
P-7632411
Mr. Bosco Adarsh
P. No. P-7632414
AGREEMENT

This agreement is executed on this 17th September, 2012 at New Delhi between Don Bosco Educational Trust, Regd. as document No. 17013 additional Book No.4 Vol. No. 4412 on page Nos. 97 TO 112, on 11.07. 1997 in the O/o Sub-Registrar No 1, Kashmere Gate Delhi - 110006 represented by M. Don Bosco S/o Mathew and Mrs. Adarsh Bosco w/o Shri M. Don Bosco R/o Jhirpa, Dist. Chindwara (MP) in the capacity of Managing Trustee / Settlor of Don Bosco Educational Trust (hereinafter referred to as the First Party) and All India Don Bosco Education Society (Regd. No S/24921 of 1993, with Registered Office at Don Bosco Technical Institute, Okhla Road, New Delhi 110025 and present address at B-32, Gali No. 7, Dashrathpuri, Palam Dabri Road, New Delhi 110045 represented by Fr. Maria Charles Antonysamy s/o Mr. Antonysamy r/o The Citadel 45, Landons road, Kilpauk Chennai 600010, Tamilnadu and Fr. Jose Mathew s/o Mr. K. D. Methew r/o WZ-1211, Badial Palam Village Delhi-110045 (hereinafter referred to as the Second Party).

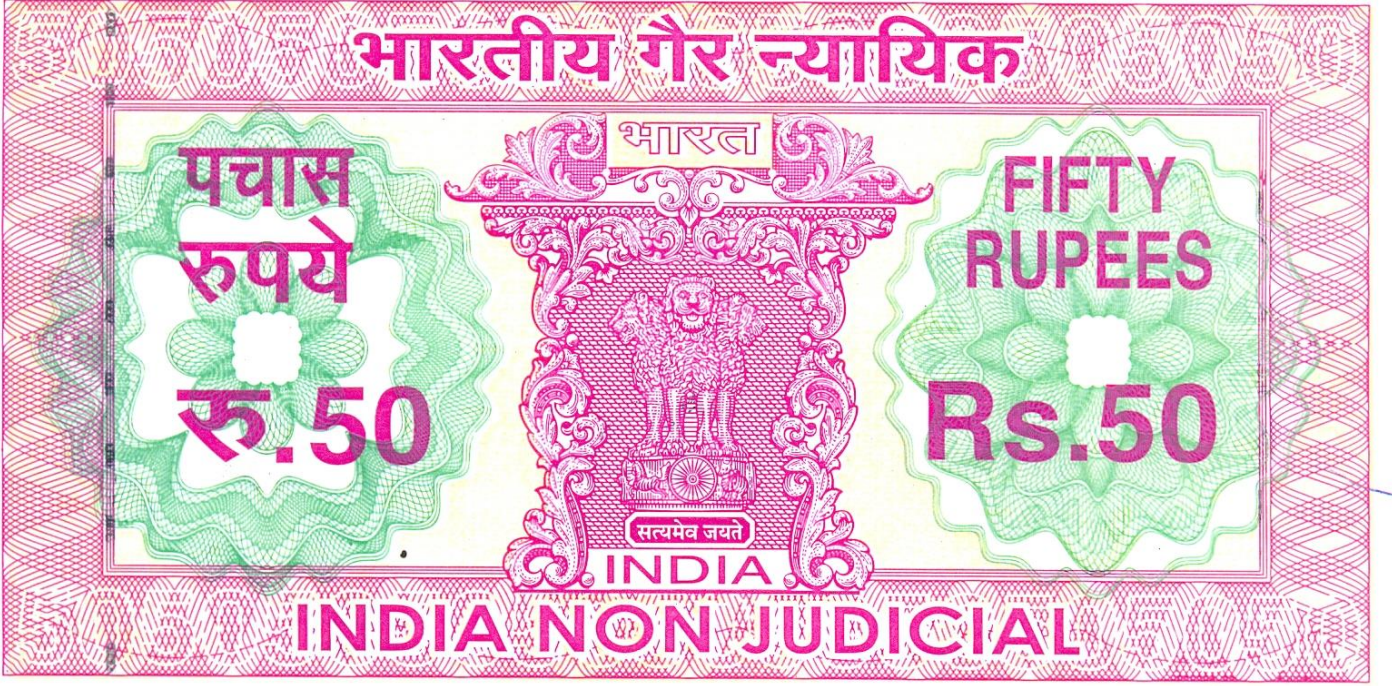
Mathew
Adarsh

Adarsh

2. Charles



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AB 956292

Whereas the First Party has a valid and subsisting trade mark Registration No. 1407313 in Class 41 for the Trade Mark **DON BOSCO** for inter alia Educational Services.

Whereas the Second Party is a society which has established and has been running Educational Institutions under the name and style **DON BOSCO** for over 100 years.

Whereas the Second Party is highly conscious and protective of its rights in the brand / name **DON BOSCO** and is concerned about the dilution thereof due to any misuse thereof by unauthorized Third Parties.

Whereas in view of the above, the Second Party has approached the First Party to assign as per this agreement forever, all and subsisting rights in the Trade Mark Registration No. 1407313 in class 41, subject to the following terms and conditions.

1. The First Party agrees to assign through this agreement forever all rights and title in Trade Mark Registration No. 1407313 in Class 41.

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2. The First Party agrees to sign any and or all documents necessary to record the rights and the title in the Trade Mark Registration No. 1407313 in Class 41 in favour of the Second Party before the Registrar of Trade Marks and any or all other competent authorities.

3. The First Party agrees not to register or apply for the registration either by itself or through any heirs, assigns or agents the Trade Mark **DON BOSCO** or any deceptively similar variant thereof in any class.

4. The First Party agrees to assign to the Second Party the rights to be substituted as Plaintiffs in all disputes and suits pending before any competent authority in India or elsewhere with respect of the Trade Mark **DON BOSCO**, and shall cooperate and execute all documents necessary to effect such substitution.

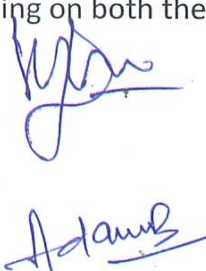
5. The first Party covenants and affirms that it has no law suit or any complaint either civil or criminal pending against it or any of its trustees, officers, agents, or employees with respect to the Trade Mark **DON BOSCO**.

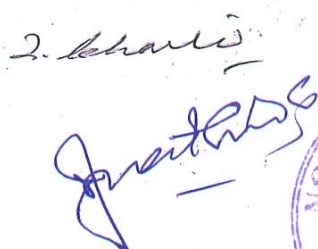
6. In consideration of the above the Second Party agrees as follows:

1. The Second Party agrees to permit the First Party to run upto and no more than Six Schools under the name **DON BOSCO** or any variant thereof without any interference or inherece. For the purposes of avoidance of any doubts, total number of six schools includes all existing or new schools, including franchises, branches, etc. already being run or proposed to be established and run by the First Party.

2. The Second Party also acknowledges that the First Party will have the rights to assign, franchise or sell any or all of the said six schools to any third party as it may deem fit on the same conditions and terms as mentioned herein by their present trustees and their legal heirs.

3. The Parties hereto affirm that this agreement has been signed by them of their own free will and without any coercion and therefore, it will be binding on both the parties.



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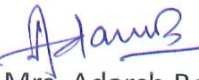
4. The cost of the Registration and assignment of Trade Mark Registration No 1407313, the Stamp Duty and the cost of prosecuting all pending cases and suits instituted by the First Party against any third party will from the date of signing this agreement be borne by the Second Party.


5. The Second Party will have complete and absolute rights to dispose off or compromise any or all said pending suits mentioned in clause 4 above, as it may deem fit or necessary.

Dated this the 17th Day of September, 2012



(M. Don Bosco)
Managing Trustee
Don Bosco Educational Trust
&

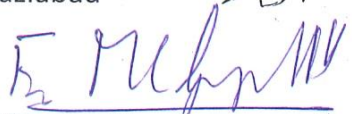

Fr. Maria Charles Antonysamy
Secretary All India Don Bosco
Education Society
&


Mrs. Adarsh Bosco
Trustee Don Bosco Educational
Trust.


Fr. Jose Mathew
Treasurer, Salesian Brothers
Society of Delhi (Northern India)

Witness

1. K. Mahalingam 
640 C F1 Pradeep Apartments
Shalimar Garden-I
Ghaziabad

2. Fr. George Menampampil 
S/o Thomas Cheriyathu Menampampil
B-32, Gali No 7, Dashrathpuri,
Palam Dabri Road, New Delhi-110 045

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19/7 SEP 2012
ATTESTED
NOTARY PUBLIC

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19/7 SEP 2012
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RegNo. 2992

Date 17/09/2012 13:37:24

Deed Related Detail

Deed Name	GENERAL AGREEMENT	GENERAL AGREEMENT
Land Detail		
Tehsil/Sub Tehsil	Sub Registrar I	
Village/City	Others	Building Type
Place (Segment)	Others Rural	
Property Type	Residential	
Property Address	House No.: , Road No.: , Others	
Area of Property	0.00	0.00 0.00
Money Related Detail		
Consideration Value	0.00 Rupees	Stamp Duty Paid 100.00 Rupees
Value of Registration Fee	1,000.00 Rupees	Pasting Fee 100.00 Ruppes

This document of GENERAL AGREEMENT GENERAL AGREEMENT

Presented by: Sh/Smt.	S/o, W/o	R/o
Mahew Donbosco	mathew Thalmathan	Donbosco Public School Tania MP
Basco Adarsh	mathew Danbosco	Donbosco Public School Tania MP

in the office of the Sub Registrar, Delhi this 17/09/2012 day Monday between the hours of

Signature of Presenter

Executed and presented by Shri /Ms. Mahew Donbosco, Basco Adarsh

and Shri / Ms. Maria Charles, Jose Mathew

Who is/are identified by Shri/Smt/Km. K.Mahalingam S/o W/o D/o K.Murti R/o 640 Shalimar Bolden GZB Up and Shri/Smt./Km Fr. George Menampartapil S/o W/o D/o T.C.Menan R/o B-32 Darshtrathpari

(Marginal Witness). Witness No. II is known to me. Contents of the document explained to the parties who understand the conditions and admit them as correct. Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

[Signature]
 Registrar/Sub Registrar
 Sub Registrar I
 Delhi/New Delhi

[Signature]
 Registrar/Sub Registrar
 Sub Registrar I
 Delhi/New Delhi

Date 17/09/2012 16:40:58



Reg. No. 2992 Reg. Year 2012-2013 Book No. 4



Ist Party



IInd Party



Witness

Ist Party

IInd Party

Ist Party Mahew Donbosco, Basco Adarsh

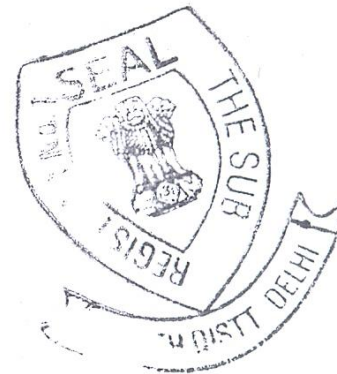
IInd Party Maria Charles, Jose Mathew

Witness K.Mahalingam, Fr. George Menampartapil

Certificate (Section 60)

Registration No.2,992 in Book No.4 Vol No 3,046
on page 37 to 40 on this date 17/09/2012 16:12:22
and left thumb impressions has/have been taken in my presence.

Date 17/09/2012 16:41:22



Sub Registrar
Sub Registrar I
New Delhi/Delhi

day Monday

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Don Bosco Ed. Bell.

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17 SEP 2012

Male

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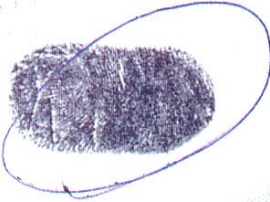
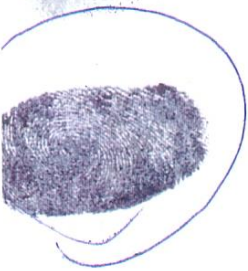


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Er. M. G. ...

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