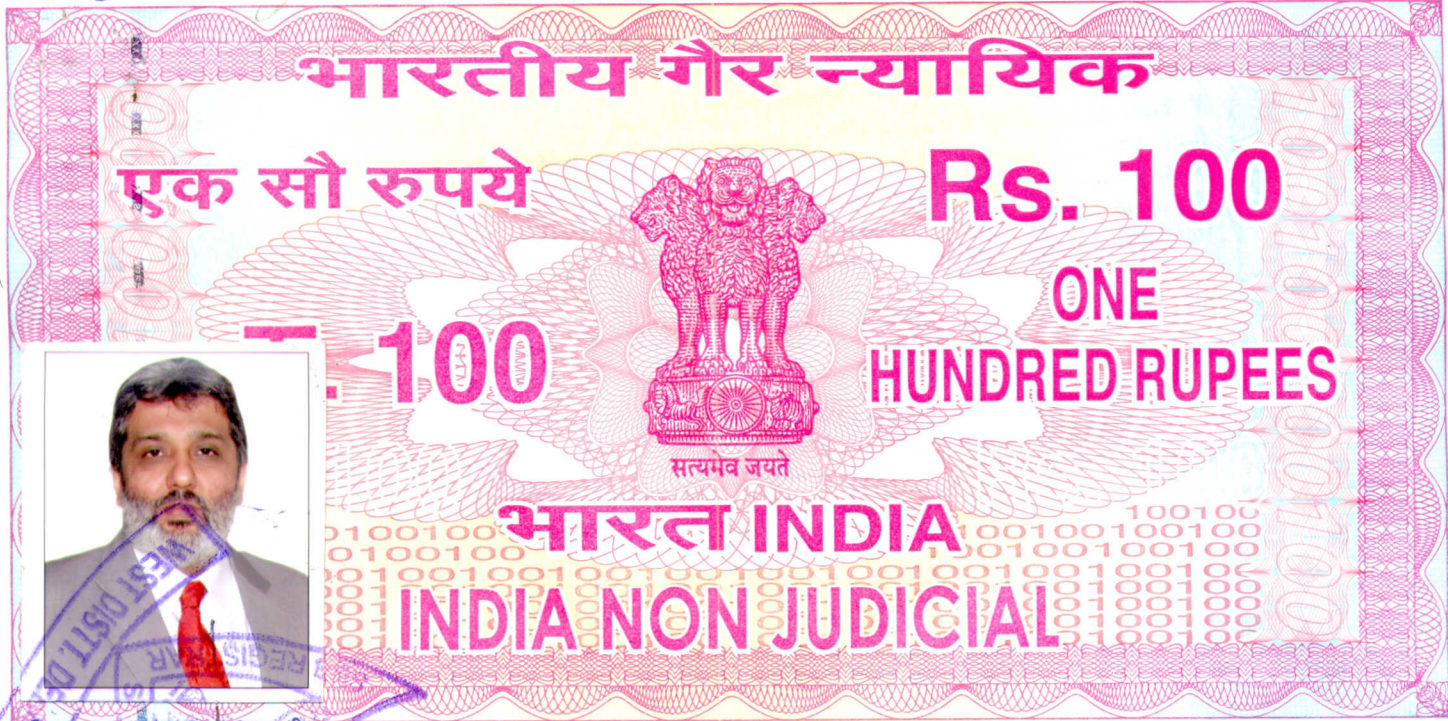


14 Duty Short - 120

2, 1976



P.S.No. E0745548  
दिल्ली DELHI

H 145174

S. R. - II  
02 JUL 2009

Regn. Fee Charged .....  
Sign. of Cashier .....

**DEED OF TRUST**

This DEED OF TRUST is made on this 2nd day of July 2009 by

**Mr. NARESH AJWANI** son of Shri A.M. Ajwani aged about 46 year, resident of C2B-111/112 B, Janakpuri, New Delhi (hereinafter called "the **Settlor**")

**WHEREAS** the Settlor is desirous of setting up a Trust with the main objective of advancement of the society by way of providing internet access to those who can not afford Computers and Internet Connection at home or at work in India and also to promote, support and safeguard the interest of retail internet service providers including internet café/cybercafé, who provide computers and internet connection to the public.

**WHEREAS** the Settlor has decided to create a Trust for the above purpose and to contribute a sum of Rs. 100 towards the Trust Fund .

**WHEREAS** Settlor shall be the permanent Trustee of the Trust and he shall appoint minimum two other Trustees for the management and control of the Trust.

*(Handwritten signature)*

15653

S. No..... Dated..... Rs.....  
 Sold to..... S/o.....  
 R/o.....  
 Through.....  
 Purpose.....

25 JUN 2009

Anil Behl Stamp Agent L. No. 503  
 91, Mini Market Nehru Place, N. Delhi

Namess Apwars 8/10  
 A-M Apwars  
 C-2 B/111 B. Tanakpur  
 2/10

Amam 


Amam 



**NOW THIS TRUST DEED WITNESSES AS FOLLOWS:**

**1. Name**

The name of the Trust shall be **Cybercafe Association**

(CCAOI) Aman

**2. Registered Office**

The Registered Office of the Trust shall be at C2B-111/112-B, Janakpuri, New Delhi.

**3. Administration**

The trust created by this deed (hereinafter referred to as "the **Trust**") shall be administered by the Permanent Trustee and the Trustees appointed under the provisions of this Trust (hereinafter referred to as "the **Trustees**"). The Trustees may from time to time, with the consent of the Permanent Trustee, frame rules and regulations for the conduct of the Trust including the appointment, termination, rights and duties of the Trustees.

**4. Objects of the Trust**

The main objects of the Trust is to develop and advance the society by providing internet access to the public in general including:

- a) To spread the usage of Internet among the people.
- b) To provide computers and internet connectivity to those who can not afford computers and internet connection at home or at work
- c) Promote, support and safeguard the interest of retail internet service providers including internet café/cybercafé, who provide computers and internet connection to the public.
- d) To provide internet connectivity to the public at reasonable cost or only for the cost of usage.
- e) To advance the people of India by providing them internet at reasonable cost which will open the doors for them for vast opportunity

Aman

**Deed Related Detail**

Deed Name	TRUST	TRUST
<b>Land Detail</b>		
Tehsil/Sub Tehsil	SR II JANAKPURI	Area of Building 0
Village/City	Janak Puri	Building Type
Place (Segment)	Janak Puri	
Property Type	Residential	
Area of Property	0.00	0.00
<b>Money Related Detail</b>		
Consideration Value	2,000.00 Rupees	Stamp Duty Paid 120.00 Rupees
Value of Registration Fee	3.00 Rupees	Pasting Fee 1.00 Rupees

This document of TRUST

TRUST

Presented by: Sh/Smt.

S/o, W/o

R/o

Naresh Ajwani

A.M.Ajmani

C2B111/112B, Janak Puri nD

in the office of the Sub Registrar, Delhi this 02/07/2009 day Thursday  
between the hours of

Signature of Presenter

Executed and presented by Shri /Ms. Naresh Ajwani

and Shri / Ms. NP

Who is/are identified by Shri/Smt/Km. Puneet Kumar Tiwari S/o W/o D/o Kishan Chand R/o 182, DDA Flats Pkt-V Mayur Vihar ND  
and Shri/Smt./Km Pramod Singh S/o W/o D/o DAYal Singh R/o C201 New Ashok Ngr,ND

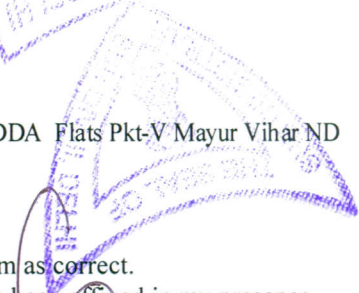
(Marginal Witness). Witness No. II is known to me.

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

Date 06/07/2009

Registrar/Sub Registrar  
**SR II JANAKPURI**  
Delhi/New Delhi



- g) To help the people in bridging the digital divide.
- h) To provide, arrange training and seminars to educate the people about the benefit of using the Internet
- i) To spread awareness amongst the cyber cafe owners and other retail internet service providers for the necessity of a national governance law.
- j) To act as a representative body of retail internet service providers including cyber café and internet café providers.
- k) To represent the views and interest of the public and retail Internet Service Providers to the concerned authorities and Government.
- l) To enter in to any arrangement with institution, authorities, professional bodies or other organization in India or abroad to achieve the objectives of the Trust.
- m) To do all acts, deeds and things as may be necessary for the furtherance of the objectives of the Trust.

## 5. Trust Fund

- a The Trust Fund shall consist of the following:
  - i. The amount of Rs. ~~15,000~~<sup>16,000</sup> contributed by the Settlor towards the Trust. *Sum*
  - ii. All further contribution that may be received from time to time towards the Trust Fund;
  - iii. All interests or other income accrued or earned from the said Funds
  - iv. All securities and investments made from out the funds of the Trust.
  - v. Any money or other assets that may come into, or be vested in any manner the Trust to be held as part of the Trust assets.
- b. The Trustees shall receive and hold the said Funds of the Trust and for the purpose of achieving the objects as set out in Para 4 above. The Trustees shall administer such Funds in accordance with and for the purpose set out in this Trust Deed.

*Sum*

shall administer such Funds in accordance with and for the purpose set out in this Trust Deed.

## 6. Trustees

a. The Trust shall consist of one Permanent Trustee and minimum two Trustees (hereinafter collectively referred to as the "**Trustees**"). The Trust shall be managed and controlled by the Board of Trustees formed by the Trustees.

b. The Permanent Trustee shall be the Permanent Trustee of the Trust and shall continue as the Permanent Trustee and chair the Board of Trustees until and unless he resigns from the Trust. The Settlor, **Shri. Naresh Ajwani**, son of Shri A. M. Ajwani resident of C2B- 111/112-B, Janakpuri, New Delhi shall be the Permanent Trustee of the Trust. During the tenure of the Permanent Trustee, he has the right to appoint any other person as the Permanent Trustee of the Trust. If no permanent Trustee has been appointed by the existing permanent Trustee during his tenure, the Board of Trustees shall appoint by majority one of its Trustee as Permanent Trustee of the Trust or may also decide not to appoint any person or Trustee as the Permanent Trustee of the Trust. If no Permanent Trustee is appointed by the Board of Trustees for a period of one year, from the date of the vacancy of Permanent Trustee, it shall deemed to be considered as the position of Permanent Trustee has been abolished from the Trust and thereafter the Trust shall be managed by the Board of Trustees and the decisions of the majority of the Trust shall be final and binding on the Trust including appointment of Trustees, management, control, amendment of the Trust and dissolution of the Trust.

c. After the registration of the Trust, Permanent Trustee shall appoint two trustees to the Trust and shall form a Board of Trustees. Thereafter, if there is any necessity of more Trustee or Trustees required for the furtherance of the objectives of the Trust, the Board of Trustees, with the approval of the Permanent Trustee, shall appoint more trustee or trustees to the Trust. No new Trustees shall be appointed to the Trust without the consent of the Permanent Trustee of the Trust during his tenure.

d. The Trustees appointed by the Permanent Trustees and Board of Trustees with the approval of Permanent Trustee shall hold the office of the



resignation or termination, the Board of Trust shall appoint a new Trustee to the Trust with the approval of the Permanent Trustee.

e. No one shall be entitled to act as a Trustee whether on appointment or on any re-appointment as Trustee until he or she has expressly acknowledged, in whatever way the Trustees decide, his or her acceptance of the office of Trustee of the Trust.

f. The Trust shall keep a record of the name and address and the dates of appointment, re-appointment and retirement of each Trustee.

## **7. Termination or Cessation of Trustee**

a. Permanent Trustee shall immediately cease to hold the office of the Trust if he or she is :

- (i) resign from the position of Permanent Trustee
- (ii) is convicted by any court of law and sentenced to imprisonment for any offence other than offences in which the punishment is limited to fine.
- (iii) becomes incapable by reason of mental disorder, illness or injury of managing his or her own affairs;

b. A Trustee, other than Permanent Trustee, shall immediately cease to hold office of the Trust if he or she:

- (iv) resign from the position of Trustee
- (v) is convicted by any court of law and sentenced to imprisonment for any offence other than offences in which the punishment is limited to fine.
- (vi) removed by a two third majority of the Board of Trust
- (vii) becomes incapable by reason of mental disorder, illness or injury of managing his or her own affairs;
- (viii) is absent without permission from six continuous meetings and the Trustees by majority resolves that his or her office be vacated; or

**8. Formation of Chapters:** The Trust shall form chapters/committees in each States in India for the furtherance of the objectives of the Trust. The Trust shall form a council of elected President and Secretary of such Chapters/Committees and the Council shall be managed and administered by the Board of Trust. The Board of Trust shall, if necessary, frame rules and



regulation for the management and administration of such Chapters and Councils.

## **9 Management and Powers of the Trustees and the Board of Trust**

a. The Trustees may exercise any of the following power in order to achieve the objectives of the Trust:

- (i) To frame rules and regulation for the working of the Trust;
- (ii) to frame rules and regulations for creation of committees and chapters under the Trust ;
- (iii) to frame rules and regulation for the appointment and working of the Trustees;
- (iv) to receive and administer funds for the purpose of the Trust;
- (v) to co-operate with other trusts, societies, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (vi) to establish or support any associations or institutions formed for any of the purposes included in the objectives;
- (vii) to acquire, merge with or enter into any partnership or joint venture arrangement memorandum of understanding with any other Trust formed for any of the objects;
- (viii) to create such advisory committees as the Trustees think fit;
- (ix) to employ and remunerate such staff as are necessary for carrying out the work of the Trust;
- (x) to buy, take on lease or in exchange, hire or otherwise acquire property and to maintain and equip it for use;
- (xi) to sell, lease or otherwise dispose of all or any part of the property belonging to the Trust; and
- (xii) to do any other lawful thing that is necessary or desirable for the achievement of the objects.

b. The Board of Trustees may delegate any of their functions to the committee or Chapters constituted under the provisions of this Trust. The Committee/Chapter shall act in accordance with the directions given by the Board of Trustees. The Chapter/Committees and the Council formed thereunder shall report its decisions and activities fully and promptly to the





Trustees. It must not incur expenditure on behalf of the Trust except in accordance with a budget previously agreed by the Board of Trustees.

**10. Duty of care and extent of liability**

a. When exercising any power or in administering and managing the Trust, each of the Trustees must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or experience that he or she has or claims to have ("the duty of care").

b. No Trustee, and no one exercising powers or responsibilities that have been delegated by the Trustees, shall be liable for any act or failure to act unless, in acting or in failing to act, he or she has failed to discharge the duty of care.

**11. Ordinary meetings**

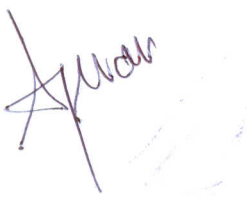
The Trustees must hold at least one ordinary meeting each year. Such meeting in each year must involve the physical presence of those Trustees who attend the meeting. Other meetings may take such form, including videoconferencing, as the Trustees decide provided that the form chosen enables the Trustees to see and to hear each other.

**12. Calling meetings**

The Trustees must arrange at each of their meetings the date, time and place of their next meeting, unless such arrangements have already been made. Ordinary meetings may also be called at any time by the person elected to chair meetings of the Trustees. In that case not less than **five** days' clear notice must be given to the other Trustees.

**13. Special meetings**

A special meeting may be called at any time by the Permanent Trustees or the Trustee elected to chair the meetings of the Trustees. Not less than three days' notice must be given to the other Trustees of the matters to be discussed at the meeting. However, if those matters include the appointment of a Trustee or a proposal to amend any of the terms and conditions of this Trust, not less than Fourteen days notice must be given. A special meeting may be called to take place immediately after or before an ordinary meeting.

A handwritten signature in blue ink, appearing to read 'A. Wong', is written over a faint circular stamp or seal.

**14. Chairing of meetings**

The Permanent Trustee shall chair the meeting of the Trust and in his absence the Trustee appointed by the Permanent Trustee or in the absence of such appointment, the Trustee appointed by the Board of Trustees shall chair the meeting of the Trust.

**15. Quorum**

The Quorum of the meeting shall be minimum two Trustees. There shall not be any quorum in the meeting without the presence of the permanent Trustee in the meeting or the Permanent Trustee consent to convene the meeting in writing without his presence.

**16. Voting**

At meetings, decisions must be made by a majority of the Trustees present and voting on the question. The Permanent Trustee or the person chairing the meeting shall have equal voting right as that of any other Trustees.

**17. Minutes**

The Trustees must keep minutes, in books kept for the purpose or by such other means as the Trustees decide, of the proceedings at their meetings. In the minutes the Trustees must record their decisions and, where appropriate, the reasons for those decisions.

**18. Accounts, Annual Report and Annual Return**

The Trustees must comply with all statutory obligations, with regard to:

- (i) the keeping of accounting records for the Trust;
- (ii) the preparation of annual statements of account for the Trust;
- (iii) the auditing or independent examination of the statements of account of the Trust;
- (iv) the transmission of the statements of account of the Trust to the Government Authorities.

**19. Bank account**

Any bank account in which any of the funds of the Trust are deposited must be operated by the Permanent Trustee and held in the name of the Trust. All



cheques and orders for the payment of money from such an account shall be signed by the Permanent Trustee

**20. Amendment of Trust Deed**

The Trustees may amend the provisions of this deed by the majority of the Trustees with the consent of the Permanent Trustee in writing and without altering the main objectives of the Trust

**21. Dissolution**

The Permanent Trustee and Trustees may dissolve the Trust if they decide together that it is necessary or desirable to do so. To be effective, a proposal to dissolve the Trust must be passed by a two-thirds majority of the Trustees with the consent of the Permanent Trustee in writing. Any assets of the Trust that are left after the Trust debts have been paid ('the net assets') must be given to another Trust (or other Trusts) with similar objectives.

**IN WITNESS WHEREOF THE SETTLOR HAS EXECUTED THIS DEED OF TRUST ON THE DATE FIRST ABOVE WRITTEN.**

*Naresh Ajwani*

**SETTLOR  
NARESH AJWANI**

In the presence of :

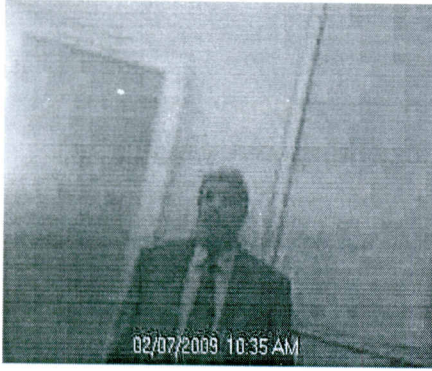
Witness 1

Witness 2

*Tiwari*  
TAX 0671578  
Punit Kumar Tiwari  
Sushil C. Tiwari  
Pl. 189, DDA Flat Mayapuri  
Delhi

*Sh. Permod*  
Sh. Permod Singh Rautola  
Sh. D.S. Rautola  
at C-201, New Ashok Nagar  
2017  
TAX 0948356

Reg. No. 6343 Reg. Year 2009-2010 Book No. 4



Ist Party न्यासकर्ता

IInd Party



Witness गवाह

Ist Party

IInd Party

Ist Party न्यासकर्ता :- Naresh Ajwani

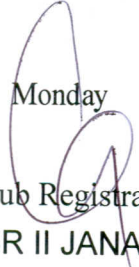
IInd Party न्यासी :- NP

Witness गवाह Puneet Kumar Tiwari. Pramod Singh

**Certificate (Section 60)**

Registration No.6,343 in additional Book No.4 Vol No 12,527  
on page 67 to 75 on this date 06/07/2009 day Monday  
and left thumb impressions has/have been taken in my presence.

Date 06/07/2009

  
Sub Registrar  
SR II JANAKPURI  
New Delhi/Delhi

