

GENERAL STAMP OFFICE;

BOMBAY, 27<sup>th</sup> December 1929.

RECEIVED from Messrs. Edgell & Co. Solicitors  
Gulabchand Wadiat Co. Solicitors  
stamp duty Rupees (345/-) Three hundred  
& forty five only.

CERTIFIED under Section 32 of Act  
No. 11 of 1894 that the full stamp duty  
Rupees (345/-) Three hundred and  
forty five only,  
with which this instrument is chargeable has been  
paid.



Mrs. Kane  
COLLECTOR

THIS INDENTURE made the 16<sup>th</sup> day of January  
1930 between SHAH JAMNADAS CHATURDAS and PARTKH  
AMTHALAL ZUMUKHRAM both of Bombay Hindu Jain Inhabi-  
tants hereinafter called "the parties of the one part"  
(which expression shall be deemed to include unless  
the same shall be inconsistent with the subject or  
Context their heirs executors and administrators) of  
the said  
the one part and SHAH JAMNADAS CHATURDAS and PARTKH  
AMTHALAL ZUMUKHRAM and SHAH GHILABHAI GHOTLAL and  
Dr. TRIKAMLAL AMTHASHA both of Ahmedabad Hindu Jain  
Inhabitants hereinafter called "the parties of the  
other part" (which expression shall be deemed to  
include unless the same shall be inconsistent with  
the subject or context the survivors or survivor of  
them, the heirs executors and administrators of the  
last survivor or the trustee or trustees for the time  
being of those presents) of the other part WHEREAS in  
consonance with the general desire of the friends and

admirers of the late Sheth Mansukhbhai Bhagubai, who died at Ahmedabad on the 4th day of January 1913, it was decided to commemorate his memory by establishing an English School in the town of Pethapur in the Nashi Kantha and by connecting his name with such institution. AND WHEREAS in pursuance of that desire the parties of the one part started a Memorial Fund styled "Sheth Mansukhbhai Bhagoobhai Memorial Fund at Pethapur" to perpetuate the memory of the said Sheth Mansukhbhai Bhagoobhai wherein diverse sums were subscribed by various people from time to time and paid to the parties of the one part AND WHEREAS at a meeting of the subscribers to the said fund held at Bombay on the 19th day of August 1913 it was inter alia resolved that an Anglo Vernacular School be established at Pethapur out of the said fund to be called "The Sheth Mansukhbhai Bhagoobhai Anglo Vernacular School" AND WHEREAS it was also resolved at the said meeting that the said Sheth Jamnadas Chaturdas, Parikh Anthalal Jumakhram, Sheth Ghollabhai Chhotalal, Gulabchand Motichand Damania, Bakubhai (alias Manibhai) Mansukhbhai, Sheth Puranotambhai Maganbhai Nathisingi, Mchta Nathichand Javorchand and Sheth Ranchhodlal Chhaganlal should be appointed trustees of the said Fund so subscribed and collected and to be subscribed and collected AND WHEREAS by a resolution passed at the said meeting the said Sheth Jamnadas Chaturdas, Parikh Anthalal Jumakhram, Sheth Ghollabhai Chhotalal, --

Gulabchand Motichand Damania, Bakubhai (alias Manibhai) Mansukhbhai, Purnotombhai Maganbhai Hathisinghi, Mehta Hathichand Javerchand and Shih Ranchhodlal Chhaganlal were empowered in the event of the funds permitting to utilise the same in opening a High School and a Boarding house for students and a Commercial Class or any of them in connection with the said School (all of which for brevity's sake shall hereinafter be referred to as "the said institution") AND WHEREAS it was further resolved at the said meeting that a Deed of Trust be executed vesting the moneys that had been subscribed or might thereafter be subscribed to the said fund and all the properties both moveable and immoveable of the said institution in the said Shih Jannadas Chaturdas, Parikh Anthalal Jumakhram, Shih Ghollabhai Chhotalal, Purnotombhai Maganbhai Hathisinghi, Gulabchand Motichand Damania, Bakubhai (alias Manibhai) Mansukhbhai, Mehta Hathichand Javerchand and Shih Ranchhodlal Chhaganlal AND WHEREAS by a Deed of Settlement in Gujarati bearing date the 29th day of December 1913 and made between Parikh Manilal Chhotalal and others of the one part and the parties hereto of the one part viz the said Shih Jannadas Chaturdas and Parikh Anthalal Jumakhram of the other part, the land hereditaments and premises therein described and more particularly 1st and 2ndly described in the 1st Schedule hereunder written were granted assigned and conveyed to the parties of the one part as such trustees to hold the same for and upon the trusts therein

mentioned which were similar to the trusts upon which the parties of the one part held the said fund AND WHEREAS the hereditaments and premises 3rdly described in the said 1st Schedule hereunder written were granted by the Pethapur State unto the parties of the one part for the use and benefit of the said institution AND WHEREAS pursuant to the resolution hereinbefore recited in that behalf an English School was started and established in the month of December 1913 and named "the Sheth Mansukhbhai Bhagoobhai Anglo Vernacular School" in the said hereditaments and premises at Pethapur comprised in the hereinbefore recited Deed of Settlement and 1st and 2ndly described in the first Schedule hereunder written AND WHEREAS all the necessary expenses for maintenance and equipment etc of the said institution and for the repairs and reconstruction of the said hereditaments and premises described in the 1st Schedule hereunder written have since been made by the parties of the one part out of the said funds and its income AND WHEREAS the said Purshotambhai Maganbhai Hathising died on or about the 20th day of December 1914 at Ahmedabad AND WHEREAS the said Gulabchand Motichand Damania died on or about the 21st day of January 1917 at Ahmedabad AND WHEREAS the said Wente Hathichand Javerchand died on or about the 15th day of March 1921 at Pethapur AND WHEREAS the said Bakubhai (alias Manibhai) Mansukhbhai died on or about the 14th day of September 1921 at Bombay

AND WHEREAS the said Shah Ranchhodlal Chhaganlal died on or about the 22nd day of May 1929 at Pethapur AND WHEREAS the parties of the one part hold as aforesaid the said hereditaments and premises described in the 1st Schedule hereunder written and the said fund now consisting of the Government Securities and cash specified in the 2nd Schedule hereto upon the trust hereinafter appearing and declared AND WHEREAS the parties of the other part have consented to act as trustees for the purpose of these presents as is testified by their being parties to and executing these presents and they are desirous of providing for the future application of the said fund and all additions which may hereafter be made thereto in manner hereinafter appearing NOW THIS INDENTURE WITNESSETH that for effectuating the said desire and in consideration of the premises, the parties of the one part do hereby grant and convey unto the parties of the other part who shall hereafter be referred to as "the trustees" ALL AND SINGULAR the said hereditaments and premises described in the first schedule hereto TOGETHER with all buildings, erections fixtures yards courts sewers drains water courses lights liberties privileges easements and appurtenances whatsoever to the said premises belonging or in anywise appertaining or with the same or any part thereof now or heretofore held enjoyed or occupied or reputed or known as part parcel or member thereof or appertenant thereto and all the estate right title interest claim and demand whatsoever of the parties of the one part in and to the said premises and every part thereof TO HOLD the same upon the Trusts and purposes mentioned in the said Deed of Settlement and hereinafter declared AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the premises the parties of the one part do hereby declare and covenant

with the trustees and the trustees do and each of them doth for themselves and himself their or his heirs -- executors administrators and assigns hereby covenant with the parties of the one part as follows; that is to say that the trustees shall and will stand possessed of the school building described in the first schedule hereto as also any hereditaments and premises which may by any legal deed or deeds such as a deed of trust settlement etc be hereafter transferred to them and the equipments and of the securities moneys etc specified in the 2nd schedule hereto together with all donations and contributions which from time to time shall or may be made for the use and benefit of the said Institution (all which said moneys securities donations and contributions are hereafter for the sake of brevity referred to as "the trust funds") and of the rent income and interest to be derived from the trust funds (hereinafter referred to as "the trust income") upon the several trusts and purposes hereinafter described and expressed of and concerning the same that is to say UPON TRUST as to the school building and premises described in the first schedule hereto to permit the messuages and buildings thereon or which may hereafter be erected thereon or such portion thereof as may be considered by the trustees for the time being necessary and sufficient to be used and occupied for the purpose of the said institution or failing that for the purpose of any charitable institution as the trustees may decide to establish but with which the name of said Sneth Munsukhbai Bhagubhai shall always stand connected and UPON TRUST as to the trust funds to invest the same in any of the investments hereafter mentioned with power from time to time to vary such investments.

into others of a similar nature as the trustees for the time being may think fit and UPON TRUST out of the trust income to pay all outgoings payable in respect of the school building and the charges and expenses of keeping the same in proper condition and repair and in and towards the maintenance of the said institution or any other charitable institution as aforesaid and defraying the expenses of whatsoever kind or nature that may be necessary in the course of the management of the said institution or any other charitable institution as aforesaid in accordance with the rules and regulations (if any) in force for the time being of such institution AND IT IS HEREBY AGREED AND DECLARED that all expenses in connection with the working of the institution shall be made and defrayed out of the trust income and the fees that may be received from students attending the said Institution and no part of the corpus of the trust funds shall be expended for the purpose PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that in the event of the trust income being not sufficient for the maintenance of the said institution, the trustees for the time being shall be at liberty to make good the deficit from the trust funds AND IT IS HEREBY FURTHER AGREED AND DECLARED that the trust funds shall be invested in any stock funds securities of or guaranteed by the Government of India or Bombay or in the bonds or debentures of the Municipality of Bombay or the Port Trust of Bombay or the Bombay Improvement Trust or in any Bank or Banks or firms of good repute or in the purchase of immoveable property or in the purchase of shares of cotton or jute mills provided such shares are fully paid up as the trustees for the time being may think proper with power to the said trustees from time to time to resell and invest as aforesaid as often as it may seem fit in to or for others of the same

or like nature and to stand possessed of such stocks funds and securities as may be purchased from time to time and the rents income and produce thereof upon the same trusts and with and subject to the same powers and provisions as are declared in these presents concerning the trust funds and the rent income and produce thereof in the same manner as if such sale had taken place AND IT IS HEREBY ALSO AGREED AND DECLARED that the trustees may from time to time prescribe and alter such rules for the Government and of the said institution or any other charitable institution as aforesaid in and as to the management and administration thereof and otherwise as they may think fit and may also delegate any of their powers as regards the management of such institution to any committee or committees consisting of such of the trustees and for such other person or - - persons as they may appoint for such purpose AND IT IS HEREBY ALSO AGREED AND DECLARED that if and so often as any of the trustees hereof including any trustee appointed under this presents power or by a Court having jurisdiction in that behalf shall die or reside outside India for a period of two years continuously or desire to be discharged or be adjudged insolvent or become of unsound mind or refuse or become unfit or incapable to act in the trusts of these presents it shall be lawful for the continuing trustees or trustee for the time being (and for this purpose any - - retiring or refusing trustee shall if willing to act in the exercise of this power be considered a continuing trustee) or for the acting executors or administrators of the last surviving and continuing trustee to appoint a new trustee or trustees in place of the trustees or trustee so dying or residing abroad or desiring to be discharged or refusing or becoming unfit or incapable to act as aforesaid AND upon



every such appointment the number of trustees may be increased or diminished but in no case shall the number be increased <sup>to</sup> more than eight or diminished to less than four. And upon every such appointment the school building or buildings, the trust funds and trust income shall as soon as circumstances shall admit be transferred so as to be vested in the trustees or trustee for the time being but every new trustee may as well before as after the trust property shall have been so transferred as aforesaid execute all the trusts and powers of these presents in the same manner as if he had been hereby constituted a trustee hereof AND IT IS HEREBY AGREED AND DECLARED that the receipt in writing of any two of the trustees for the time being of these presents for any rent interest dividend and income of the trust funds or for any sum or sums paid as subscription or donation for the use and benefit of the said institution or for any deeds papers writings documents or other moneys and effects payable or deliverable to the trustees for the time being of these presents shall be a sufficient and effectual discharge for the same respectively or for so much thereof respectively as in such receipt or receipts shall be expressed or acknowledged to be or to have been received and that the person or persons to whom or in whose favour the same shall be given his her or their heirs executors or administrators shall not afterwards be in anywise obliged or concerned to see to the application of the moneys property and effects therein mentioned and acknowledged to be received or to be answerable or accountable for the loss misapplication and non-application thereof PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that the trustees for the time being of these presents shall be respectively chargeable only for such moneys stocks funds shares and

securities as they shall actually receive notwithstanding their respectively signing any receipt for the sake of conformity and shall be answerable and accountable only for their own acts receipts neglects or defaults and not for those of each other nor for any Bank Auctioneers or other persons with whom or into whose hands any trust moneys or securities may be deposited or come nor for the insufficiency or deficiency of any stocks funds shares securities nor for any defects or insufficiency of title nor for any other losses unless the same shall happen through their own wilful default respectively AND also that the trustees for the time being of these presents may reimburse themselves or pay and discharge out of the trust funds all expenses incurred or which may hereafter be incurred in connection with the subscription or for the promotion of the interest of the said institution or in or about the execution of these trusts and powers of these presents.

IN WITNESS WHEREOF the parties to these presents have set their respective hands and seals the day and year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

FIRSTLY:- ALL that piece or parcel of land or ground with the messuages tenements standing thereon situate in the town of Pothapur in the Mahikanta Agency (formerly known as "Parik Jaichand Shobhagegad Vadi" and consisting of an oart of Padali and which has since been demolished and on a portion of the site thereof a new building has been erected for the said institution leaving an open ground (chok) in the front beyond which there is a building with one storey

consisting of two wings on the east side between which there is an open passage with a verandah leading to the public Road) admeasuring in breadth from North to South about 76 feet on the West and about 70 feet on the East and admeasuring from East to West about 110 feet in length, and is bounded as follows:- that is to say on or towards the East by the public Road leading to the market, on or towards the North partly by the house of Mochi Ghela Ranchhod (which has fallen down) and partly by the vacant land 2ndly described hereunder beyond which is "the Mochi-Vad", on or towards the West by the vacant plot of land 3rdly described hereunder and on or towards the South by the Ramji Mandir or temple and by a land appertaining to the said temple. (In the North wall thereof there exists an ancient window to which a balcony has been attached overlooking the said house of Mochi Ghela Ranchhod. In the South Wall thereof there exists an ancient window overlooking the land of the said Ramji Mandir)

CONDLY:- All that vacant piece of land or ground situate in the Town of Pethapur in the Mahikantha Agency with a right of way <sup>through</sup> ~~to~~ the said "Mochi-Vad" admeasuring about 44 feet in length and 43 feet in breadth and bounded as follows:- that is to say on or towards the North by the said "Mochi Vad" on or towards the East partly by the house of the said Mochi Ghela Ranchhod, and partly by the house of Mochi Antia Parahotan, on or towards the South by the hereditaments and premises hereinabove firstly described, and on or towards the West by the Vacant ground belonging to the said Institution and 3rdly hereinafter described.

THIRDLY:- ALL that vacant plot of land or ground in the Town of Pethapur in the Mahikantha Agency situate on the West side of the hereditaments and premises hereinabove firstly and

secondly described granted by the Pethapur State to the said Institution for its use and benefit admeasuring about 170 feet in length and about 124 feet in breadth and surrounded by the boundary walls belonging to the said Institution. The premises 1stly 2ndly and 3rdly hereinabove described are for the purpose of stamp duty valued at Rs. 25000/-,

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

- 12 Twelve pieces of the 3½ per cent Government Promissory Loan Notes bearing Nos. B116034 to B116039 -- and No. B116060 and Nos. B126579 - to B126583 of the year 1900-01 - of the face value of Rs 1000/- -- each Rs 12,000 - 0 - 0
- 3 Three pieces of the 3½ per cent Government Promissory Loan Notes bearing Nos. B116031 to B116033 of the year 1900-01 of the face value of Rs 500/- each Rs 1,500 - 0 - 0
- 1 One piece of the 3½ per cent -- Government Promissory Loan Note bearing No. B019999 of the year 1879 of the face value of Rs 500 each. Rs 500 - 0 - 0
- 1 one piece of 3½ per cent ----- Government promissory Loan Note bearing No. B019998 of the year 1879 of the face value of Rs 100 each Rs 100 - 0 - 0



SIGNED SEALED AND DELIVERED by  
the withinamed Shri Ghelabhai  
Chhotalal in the presence of

Ghelabhai  
Chhotalal Shri

Jayantlal Lalbhai  
Ahmedabad  
Nathalal J. Jivan

SIGNED SEALED AND DELIVERED  
by the withinamed Dr. Tri-  
Kamlal Anthasha in the - -  
presence of.....

TriKamlal  
Anthasha

Jayantlal Lalbhai  
Ahmedabad  
Nathalal J. Jivan

Presented for registration by Shri Jammar  
das Chaturdas today:

13<sup>th</sup> May 1930.

D. Shri  
Huz. Dy. P. A. D. K.

Shri Jammar das Chaturdas admits on  
with the execution of the document.

Jammar das Chaturdas

Shri TriKamlal Anthasha admits on  
with the execution of the document.

TriKamlal Anthasha

with the execution of the document.

TriKamlal Anthasha

Mr. Ghalabhai Chhotabhai Shukh Trusty No 3  
having since died is not present. Mr.  
Jammadas Chaturdas says on oath that  
Mr. Chhotabhai is dead.

All the above three trustees who are  
present in Court are known to the Court  
and as they admit execution, the docu-  
ment should be registered.

Sadra. 13<sup>th</sup> May 1930

Jammadas Chaturdas  
Shukh

D. P. Shukh  
Huzar Deputy Political Agent  
D. P.

The Document is in type. It contains  
370 lines and about 3400 words.

There are following interpolations: -

- Page-1. Line 8: The words "the said" in type between the  
words "part and" and "Shah Jammadas"
- Page-9. Line 3: The word "is" in type between the words  
"increased" and "more than"
- Page-11. Line 20: The word "through" in type between the  
word "way" and "the said"
- Page-12. following words are written in type  
"described are for the purpose of stamp duty valued at"  
between line 5 & 6

Sadra

13<sup>th</sup> May 1930

D. P. Shukh

Huzar Deputy Political Agent,  
D. P.

5/16

Courtesy stamp worth Rs. 17/- (Sevens) purchased from the Sadra Huzur Treasury of the amount received in cash yesterday from Mr. Jannadar, affixed on the indent and cancelled.

The document is registered at No. 12 page 7<sup>to 11</sup> in the register and document returned to the applicant duly signed

Sadra.  
14<sup>th</sup> May 1930

D. D. S. H. S.  
Huzur Deputy Judicial Agent,  
Maha-Kantha.

