

Ld. AETM Raghunathpur Court Misc Petition no - 02/2020



FIRST INFORMATION REPORT

1003 13/01/20

1. Date: 18.01.2020 Sub-Div: Raghunathpur P.S. Adra Dist: Purulia

2. Act: IPE Section: 467/469/420/406

3. a) General Diary Reference: Entry No: 537

b) Occurrence of Offence: Date: from 29/03/2019 to 26/04/2019 Time: Not noted

c) Information received Date: 18.01.2020 Time: 14:25 hrs Entry No: 537

4. Type of Information: Written/Oral: Typed Court Complaint

5. Place of Occurrence: a) Direction and Distance from P.S.: Appx 02 km North from ps at

b) Address: UBI Bank, Adra Branch, 11 ps-Adra Dist-Purulia.

6. Complainant/Informant: a) Name: Siddharth Sharma

b) Father's/Husband's Name: Not noted

c) Date of Birth: Not noted Nationality: Indian

e) Address: Master Para, Panehudanga PO+ps-Adra Dist-Purulia

7. Details of known/suspected persons with addresses and other particulars (Attach separate sheet, if necessary):

Sri Shrawan Kumar Vishwakarma  
S/o- Sri Ram Kishor Vishwakarma  
Proprietor of the firm Vishwakarma Enterprises of BNR more; Apkar Garden, Backside of Bank of India, Asansol, PS-Asansol South PP, Paschim Bardwan.

8. Reasons for delay in reporting by the complainant/informant: Court Complaint

9. Particulars of properties stolen/lost (Attach separate sheet, if necessary): N.A

10. Total value of properties stolen/lost: N.A

11. Inquest report/C.I. Case no, if any: N.A

12. FIR Contents: (Attach separate sheet, if necessary) The original typed Court Complaint which is treated as FIR attached here with

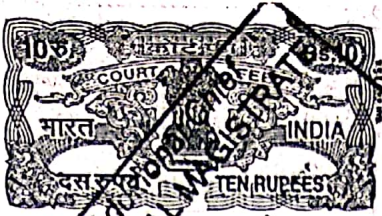
13. Action taken: Since the above report was received, the case was registered the case and took up for investigation/transferred to P.S. SI- Souvar Banerjee

the Complainant/informant, advised to be present on original Court Complaint.

Signature of the Complainant  
As present on original Court Complaint.  
Signature/Thumb impression of the Complainant/informant:

Subrata Sadhu  
SI of Police 18.01.2020  
SUBRATA SADHU  
SI of Police  
Adra PS, Dist-Purulia





42/38

ADDITIONAL JUDICIAL MAGISTRATE  
RAGHUNATHPUR (Purulia)  
13 JAN  
Siddharth Sharma

IN THE COURT OF THE LD. Additional Chief Judicial Magistrate,  
At-Raghunathpur. Dist - Purulia.  
(Proceeding under section 156 (3) of Code of Criminal Procedure)

Misc. Petition no.- 02 / 2020

1. Name and address of the Complainant :-

Devansh Enterprise Adra, Dist-Purulia represented by its Power of Attorney holder and authorized person namely Siddharth Sharma, resident of Master Para, Panchudanga, P.O. +P.S.- Adra, Dist., Purulia, W.B.

2. Name and address of the accused person :-

Sri Shrawan Kumar Vishwakarma, S/O. Sri. Ram Kishor Vishwakarma, Proprietor of the firm Vishwakarma Enterprises of BNR more, Apkar Garden, Backside of Bank of India, Asansol, P.S.-Asansol South PP, Paschim Burdwan, PIN- 713304.

3. Nature of offence committed:- Section 467/469/420/406 of Indian Penal Code.

4. Date, time and place of occurrence :- On and from 29 /03/2019 to 26/04/2019, when the amount of Rs. 745000/- paid to accused through RTGS from the UBI Bank, Adra Branch from the account of Devansh Enterprise, Adra.

5. Name and addresses of the witnesses :-

- i). Complainant
- ii). ANIL KUMAR S/O. R.A. Pandey,
- iii). others

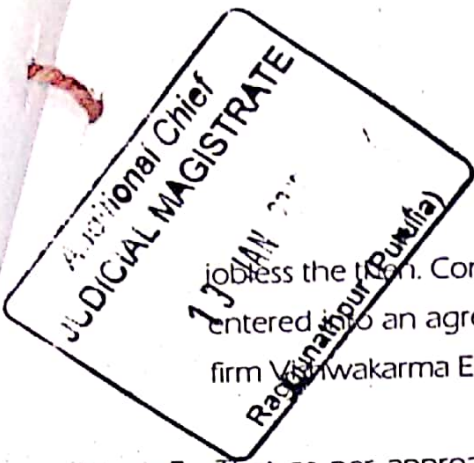
That the complainant most respectfully beg to state as follows:-

1. that the complainant is the permanent resident under Adra Police station within the jurisdiction of your Id. Court.
2. that the complainant is a firm represented through its Power of Attorney holder and authorized person to represent DEVANSH ENTERPRISE to lodge the instant case before the Id. Court today.
3. That the Devansh Enterprise being a firm is lodging this complaint through his lawful attorney holder and authorized person Sri. Siddharth Sharma against Sri Sharwan Kumar Vishwakarma, Proprietor of the firm Vishwakarma Enterprises of BNR more, Apkar Garden, Backside of Bank of India, Asansol, Paschim Burdwan to the effect that the firm is a Railway Contractor and was awarded one contract from Eastern Railway to supply fitting and fixing of stainless steel Dustbin.
4. That Said Sharwan kumar Vishwakarma is the Proprietor of firm Vishwakarma Enterprises, who is also enlisted firm of Asansol Municipal corporation and approached to the firm to part within the said contract of Eastern Railway as he is

O.C. B. Adra is directed to meet the complaint of P.O. & register a case.  
yul  
13/1/2020

Received on 18.01.2020 at 14.25 hrs and stamped Adra PS case no- 03/2020 of 18/01/2020 u/s- 467/469/420/406/1st

Officer-In-Charge  
ADRA POLICE STATION  
Dist.- Purulia (W.B.)  
18/01/20



Siddhant Sharma

jobless the firm. Considering the consistent approach and request, the firm ready and entered into an agreement with said Sharwan Kumar Vishwakarma, proprietor of the firm Vishwakarma Enterprises.

5. That as per approach of said Sharwan Kumar Vishwakarma for complete the job within the due time, where the firm agree and pay a sum of Rupees - 7,45,000/- as loan / advance to the complete the job to said SHARWAN KUMAR VISWAKARMA and the said amount was transferred from the current account of firm to the account of the said Sharwan Kumar Vishwakarma through RTGS/NEFT, through account No- 1324050012360 of United Bank of India, Adra Branch, to the Account No- 418620110000089 at Bank of India, Asansol Branch of said Sharwan Kumar Vishwakarma, and where he issued money receipt in favour of Devansh Enterprise, Adra.
6. That Said Sharwan Kumar Vishwakarma neither completes the job nor returned the amount which was taken by him on various pleas.
7. That Said Sharwan Kumar Vishwakarma executed an agreement as well as receipt of received of said amount of Rupees-7,45,000/- but said Sharwan Kumar Vishwakarma did not started and / or completed the job nor supplied the materials nor returned the amount taken by him from the firm.
8. That it appears that from very inception of taking advantages of being enlisted with Asansol municipality manufactured forged documents, extort money, cheated the firm in the way of his business as a merchant, commits criminal breach of trust in respect of the property, defrauded and thereby committed an offence under section 468, 469, 420, 406, of I.P.C .
9. That the defecto complainant went to Adra Police Station on the 05/11/2019 to lodge the written complaint, where the concerned police officer informed the defecto complaint to take shelter of court.
10. that finding no other alternative, the complainant have to take shelter before the Id. Court for the redressal of his grievance.

It is therefore prayed before the Id. Court may kindly allow this petition treating the same U/S 156(3) of Cr.P.C. , and to pass necessary order/orders , direction/directions, to the Officer In Charge of Adra Police Station or any respective authority of Raghunathpur Sub-Division, to treat the same as F.I.R. against the above named accused person and any other order/orders, direction/directions , as your Id. Court may deem fit and proper for the ends of Justice, And for this act of kindness the complainant shall ever prays.



Siddharth

মহামহিম জেলা পুরুলিয়া

শ্রীল শ্রীযুক্ত

লিখিত শ্রী

বাহাদুর বরাবরেষু

In the Court of the Ld. A.C.J. (1) at  
Purulia

Siddharth Sharma

S/o - Sri Kamlesh Kumar

of Master Para Panchudanga

P.O. P.S. - Adra, Dist Purulia

Case Ref.

কস্য ওকালাতনামা পত্র কার্যোষণগে এই যে উপরোক্ত মোকদ্দমায় আমরা / আমাদের পক্ষে আদালত সংক্রান্ত যাবতীয় আবশ্যকীয় কার্যাদি করার জন্য নিম্নোক্ত মহোদয়গণের মধ্যে যে কেহ আমরা/আমাদের সম্মতিক্রমে উপরোক্ত সার্বমিক পাইয়া/পাইবার শর্তে বা আমরা/আমাদের এই ওকালাতনামা গ্রহণ করিবেন এবং তিনিই উক্ত মোকদ্দমায় আমরা/আমাদের উকিল হইবেন এইরূপে নিযুক্ত উকিল আদালতে যাইয়া আমরা/আমাদের পক্ষে আর্জি জবাব দরখাস্ত দাখিল করিবেন এবং তাহা জারী করিবেন এবং মূল মোকদ্দমায় ডিগ্রি প্রাপ্তে তাহা জারী করিবেন এবং কোন গহরী কোরাকী বারিবদারী ও দাবীলা: আমরা/আমাদের আমানতি ও দাখিল টাকা, পনোদারীর তৃতীয় ব্যক্তির আমানতি টাকা সর্বপ্রকারে আমরা / আমাদের মোকদ্দমায় বাস্তবায়নের পোষাকে যে কোন উপযুক্ত বা প্রয়োজনীয় কার্য করিবেন তা সমুদয় আমরা / আমাদের নিজকৃত কার্যের ব্যয় কবুল ও মঞ্জুর বালিয়া পূর্ণ হইবে। প্রকাশ থাকে যে বাচনিক অঙ্গীকার মত উকিলগণের ফিসের টাকা সম্পূর্ণ না দিলে তাহারা আদালতে হাজির হইয়া কার্য করিতে পারিবেন না এতদর্থে এই ওকালতনামা লেখক লিখিয়া দিলাম।



ইতি ২০১৯ সাল

- |                                  |                                   |                                 |  |
|----------------------------------|-----------------------------------|---------------------------------|--|
| শ্রীযুক্ত বাবু আচার্য গোপালকৃষ্ণ | শ্রীযুক্ত বাবু লামেক নিমাই চন্দ্র | শ্রীযুক্ত বাবু মন্ডল নাড়ুগোপাল | শ্রীযুক্ত বাবু নন্দী অলোককুমার         |
| শ্রীযুক্ত বাবু আচার্য প্রশান্ত   | শ্রীযুক্ত বাবু মাজী তপন কুমার-১   | শ্রীযুক্ত বাবু সরকার দেবব্রত    | শ্রীযুক্ত বাবু সিনহা ধ্রুবেশ্বর প্রসাদ |
| শ্রীযুক্ত বাবু সরকার জীবন কুমার  | শ্রীযুক্ত বাবু মাজী তপন কুমার-২   | শ্রীযুক্ত বাবু সাথবাবু অমিতাভ   | শ্রীযুক্ত বাবু টুটু আততোষ              |
| শ্রীযুক্ত বাবু সিনহা বিভাষকুমার  | শ্রীযুক্ত বাবু মাজী বিপন          | শ্রীযুক্ত বাবু ঘোষাল বিকাশ      | শ্রীযুক্ত বাবু হোসেন পিয়ার            |
| শ্রীযুক্ত বাবু দে গৌতম           | শ্রীযুক্ত বাবু মাজী বিকাশ         | শ্রীযুক্ত বাবু দাস সুনীলবরন     | শ্রীযুক্ত বাবু চক্রবর্তী রোহিনীকান্ত   |
| শ্রীযুক্ত বাবু কর তপন কুমার      | শ্রীযুক্ত বাবু মাজী সুধীর         | শ্রীযুক্ত বাবু মিশ্র কৃষ্ণপদ    | শ্রীযুক্ত বাবু চক্রবর্তী ধরনী          |

12885

SI. No.: 2019 -







Sign In

Register



हिन्दी



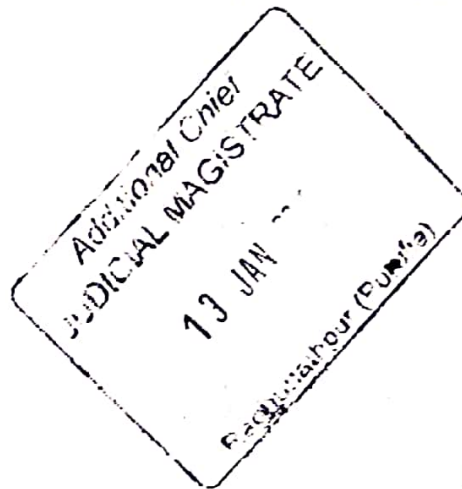
You are here Home &gt;&gt; Track Consignment

## Track Consignment

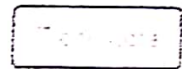
\* Indicates a required field.

\* Consignment Number

RW319527327IN



Quick help



Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location	Delivery Confirmed On
Adra SO	26/12/2019 13:27:58	723101	35.00	Registered Post	Purulia HO	27/12/2019 16:15:40

## Event Details For : RW319527327IN

## Current Status : Item Delivery Confirmed

Date	Time	Office	Event
27/12/2019	16:15:40	Purulia HO	Item Delivery Confirmed
27/12/2019	13:55:04	Purulia HO(Beat Number:6)	Item Delivered [To: SP PRL LALTU BABU(Article Receipt Room) ]
27/12/2019	11:32:46	Purulia HO	Out for Delivery
27/12/2019	10:44:31	Purulia HO	Item Received
26/12/2019	21:02:52	Purulia RMS L2R	Item Dispatched
26/12/2019	21:00:25	Purulia RMS L2R	Item Bagged
26/12/2019	20:06:30	Purulia RMS L2R	Item Received
26/12/2019	17:39:57	Adra SO	Item Dispatched
26/12/2019	17:19:53	Adra SO	Item Bagged
26/12/2019	13:27:58	Adra SO	Item Booked

Home

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POSTAL OFFICE  
SOCIAL JAGISTRATE

RMS19527327IN IVR:6287517527327  
RL ADRA 90 (723121)

To: THE SUPDT. OF POLICE, PURULIA  
PIN: 723101, Purulia HD  
From: SIDDHARTHA .C/O-DEWANSH ENTE  
Wt: 57ons  
Amt: 35.00 (Cash)  
<Track on [www.indiapost.gov.in](http://www.indiapost.gov.in)>  
<Dial 1800 266 6868>



To

The Superintendent of Police, Purulia

District-Purulia (W.B.)

Application u/s 154 (3) Cr.p.c.

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1. Name and address of the Complainant :-

Devansh Enterprise Adra, Dist-Purulia represented by its Power of Attorney holder and authorized person namely Siddharth Sharma, resident of Master Para, Panchudanga, P.O.+P.S.-Adra, Dist\_ Purulia, W.B.

2. Name and address of the accused person :-

Sri Shrawan Kumar Vishwakarma, S/O. Sri. Ram Kishor Vishwakarma, Proprietor of the firm Vishwakarma Enterprises of BNR more, Apkar Garden, Backside of Bank of India, Asansol, P.S.- Asansol South PP, Paschim Burdwan, PIN- 713304 .

3. Nature of offence committed:- Section 467/469/420/406 of Indian Penal Code.

4. Date, time and place of occurrence :- Ori and from 29 /03/2019 to 26/04/2019, when the amount of Rs. 745000/- paid to accused through RTGS from the UBI Bank, Adra Branch from the account of Devansh Enterprise, Adra.

5. Name and addresses of the witnesses :-

- i). Complainant  
ii). ANIL KUMAR S/O. R.A. Pandey,  
iii). others

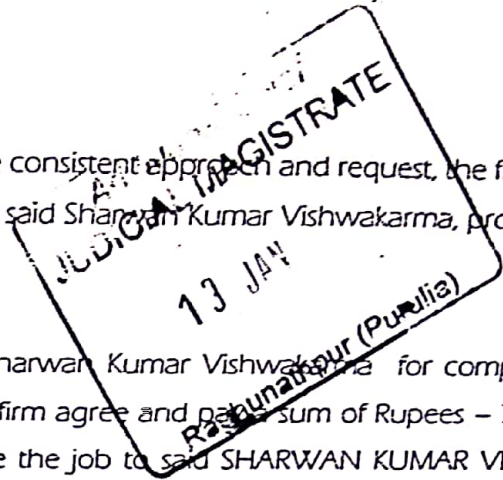
That the complainant most respectfully beg to state as follows:-

1. that the complainant is the permanent resident under Adra Police station within the jurisdiction of your Id. Court.
2. that the complainant is a firm represented through its Power of Attorney holder and authorized person to represent DEVANSH ENTERPRISE to lodge the instant case before the Id. Court today.
3. That the Devansh Enterprise being a firm is lodging this complaint through his lawful attorney holder and authorized person Sri. Siddharth Sharma against Sri Sharwan Kumar Vishwakarma, Proprietor of the firm Vishwakarma Enterprises of BNR more, Apkar Garden, Backside of Bank of India, Asansol, Paschim Burdwan to the effect that the firm is a Railway Contractor and was awarded one contract from Eastern Railway to supply fitting and fixing of stainless steel Dustbin.
4. That Said Sharwan kumar Vishwakarma is the Proprietor of firm Vishwakarma Enterprises, who is also enlisted firm of Asansol Municipal corporation and approached to the firm to part within the said contract of Eastern Railway as he is

Siddharth Sharma



jobless the then. Considering the consistent approach and request, the firm ready and entered into an agreement with said Sharwan Kumar Vishwakarma, proprietor of the firm Vishwakarma Enterprises.

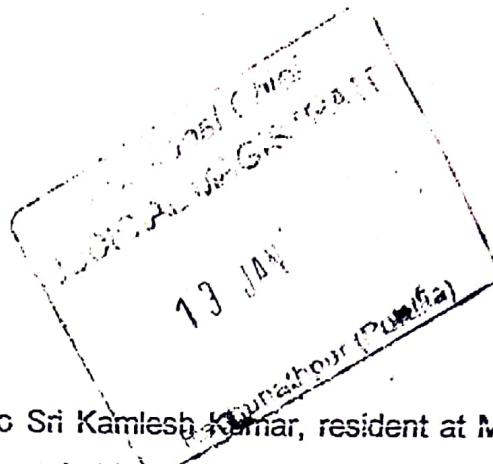


5. That as per approach of said Sharwan Kumar Vishwakarma for complete the job within the due time, where the firm agree and paid a sum of Rupees - 7,45,000/- as loan / advance to the complete the job to said SHARWAN KUMAR VISWAKARMA and the said amount was transferred from the current account of firm to the account of the said Sharwan Kumar Vishwakarma through RTGS/NEFT, through account No- 1324050012360 of United Bank of India, Adra Branch, to the Account No- 418620110000089 at Bank of India, Asansol Branch of said Sharwan Kumar Vishwakarma, and where he issued money receipt in favour of Devansh Enterprise, Adra.
6. That Said Sharwan Kumar Vishwakarma neither completes the job nor returned the amount which was taken by him on various pleas.
7. That Said Sharwan Kumar Vishwakarma executed an agreement as well as receipt of received of said amount of Rupees-7,45,000/- but said Sharwan Kumar Vishwakarma did not started and / or completed the job nor supplied the materials nor returned the amount taken by him from the firm.
8. That it appears that from very inception of taking advantages of being enlisted with Asansol municipality manufactured forged documents, extort money, cheated the firm in the way of his business as a merchant, commits criminal breach of trust in respect of the property, defrauded and thereby committed an offence under section 468, 469, 420, 406, of I.P.C .
9. That the defecto complainat went to Adra Police Station on the 05/11/2019 to lodge the written complaint, where the concerned police officer informed the defecto complaint to take shelter of court.
10. that finding no other alternative, the complainant have to take shelter before the Id. Court for the redressal of his grievance.

It is therefore prayed before you may kindly allow this petition treating the same U/S 154(3) of Cr.P.C . and to pass necessary order/orders , direction/directions, to the Officer In Charge of Adra Police Station or any respective authority of Raghunathpur Sub-Division, to treat the same as F.I.R against the above named accused person and any other order/orders, direction/directions , as your office may deem fit and proper for the ends of Justice, And for this act of kindness the complainant shall ever prays.

Siddhanta Das

To  
The Office –In-Charge  
Adra , Police Station  
Adra



Sir

I Siddharth Sharma S/o Sri Kamlesh Kumar, resident at Master Para, Panchudanga, Adra, the Attorney holder of Devansh Enterprise hereby lodge this complain as behalf of Devansh Enterprise against Sri Sharwan Kumar Vishwakarma, Proprietor of the firm Viswakarma Enterprises of BNR more, Apkar Garden, Backside of Bank of India, Asansol, Paschim Burdwan to the effect that our firm Railway Contractor and was awarded one contract from Eastern Railway to supply fitting and fixing of stainless steel Dustbin.

Said Sharwan kumar Viswakarma Proprietor of firm Viswakarma Enterprises, who is also enlisted firm of Asansol Municipal corporation had been to the office of your petitioner at Adra, District-Puruliya and approached to the undersigned to part within the said contract of Eastern Railway as he is jobless at present. Considering the consistent approach and request, the undersigned ready and entered into an agreement with said Sharwan Kumar Vishwakarma, proprietor of the firm Viswakarma Enterprises.

As per approach of said Sharwan Kumar Viswakarma as well as for complete the job within the due time as well as for the prestige of your petitioner, your petitioner part with a sum of Rupees – 7,45,000/- as loan / advance to the complete the job and the said amount was transferred from the current account of your petitioner to the account of the said Sharwan Kumar Vishwakarma through RTGS/NEFT through account No-1324050012360 of United Bank of India, Adra Branch of your petitioner to Account No-418620110000089 at Bank of India, Asansol Branch of said Sharwan Kumar Vishwakarma, and issued money receipt infavour of Devansh Enterprise, Adra.

Siddharth Sharma



ADDITIONAL CHIEF  
JUDICIAL MAGISTRATE  
13 JAN  
Purnathpur (Purnia)

Said Sharwan Kumar Vishwakarma neither complete the job nor returned the amount which was taken by him on various pleas.

Said Sharwan Kumar Vishwakarma executed an agreement as well as receipt of received of said amount of Rupees-7,45,000/- but said Sharwan Kumar Vishwakarma did not started and / or completed the job nor supplied the materials nor returned the amount taken by him.

It appears that from very inception taking advantages of the enlisted with Asansol municipality manufactured forged documents, extort money, cheated your petitioner and in the way of his business as a merchant, commits criminal breach of trust in respect of the property, defrauded and thereby committed an offence under section 468, 469, 420, 409, 386 of I.P.C and read with other provision of Law.

You are therefore requested to start a case against the above named person and unearth the wrong doer, recovered the amount and take every legal steps against him, so that he can be punished accordingly. The affidavit, agreement receipt and Bank account is lying with the undersigned.

Thanking you,

Yours Faithfully

Siddharth Sharma  
05/11/2019.

(Siddharth Sharma)  
Attorney Holder of  
Devansh Enterprise  
Adra, Dist-Purnuliya

Siddharth Sharma

RECEIPT

Additional Chief  
JUDICIAL MAGISTRATE

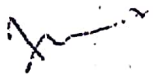
I the proprietor of Viswakarma Enterprise, of Apcar garden, Asansol-4, Dist-Paschim Bardhaman, W.B on and from 29.03.2019 to 26.04.2019 received Rs.7,45,000/- (Rupees Seven Lakh Forty five thousand through RTGS/NEFT from Newadita Pandey, proprietor of DEVANSH ENTERPRISE of Railway Market Adra, Dist-Puruliya, West Bengal without interest details enclosed herewith on condition of refundable towards loan which is transferred from Current AC No-0324050012360 at United Bank of India, Adra Branch to current AC No-418620110000089 at Bank of India, Asansol Branch.

I RECEIVED

SHRAWAN KUMAR VISHWAKARMA  
PROPRITOR OF VISWAKARMA ENTERPRISE

WITNESSES

  
ARUN KUMAR  
S/O R.A. PANDEY

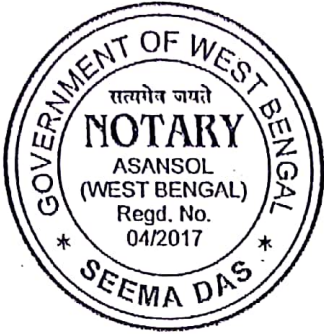


सत्यमेव जयते

GOVERNMENT OF WEST BENGAL

# OFFICE OF THE NOTARY PUBLIC

KASAI MOHALLA, RAILPAR, P.O. ASANSOL - 713302  
P.S. ASANSOL (NORTH), DIST. PASCHIM BARDHAMAN



## PROFESSIONAL ADDRESS

ASANSOL COURT  
&  
KASAI MOHALLA, RAILPAR  
P.O. ASANSOL - 713302  
P.S. ASANSOL (NORTH)  
DIST. PASCHIM BARDHAMAN

Sl. No. 59/19

Date 10 MAY 2019

## NOTARIAL CERTIFICATE

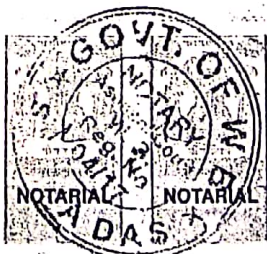
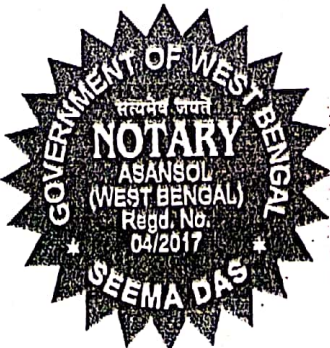
(Pursuant to section 8 of the Notaries Act 1952)

TO ALL TO WHOM THESE PRESENTS shall come. I, SEEMA DAS, duly appointed and authorised by the Government of West Bengal to practice as a "NOTARY" do hereby verify, authenticate, certify, attest as under the execution of the Instrument annexed here to collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, present before me.

According to that I do hereby certify authenticate and attest the contains thereon, and this is to certify, authenticate and attest that the annexed instrument "A" is the original 4 Pages Deed of Agreement executed by H/S Dwarshish Enterprise & Misra Kamal Enterprise on 10 MAY 2019

PRIME FACIE the annexed Instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.

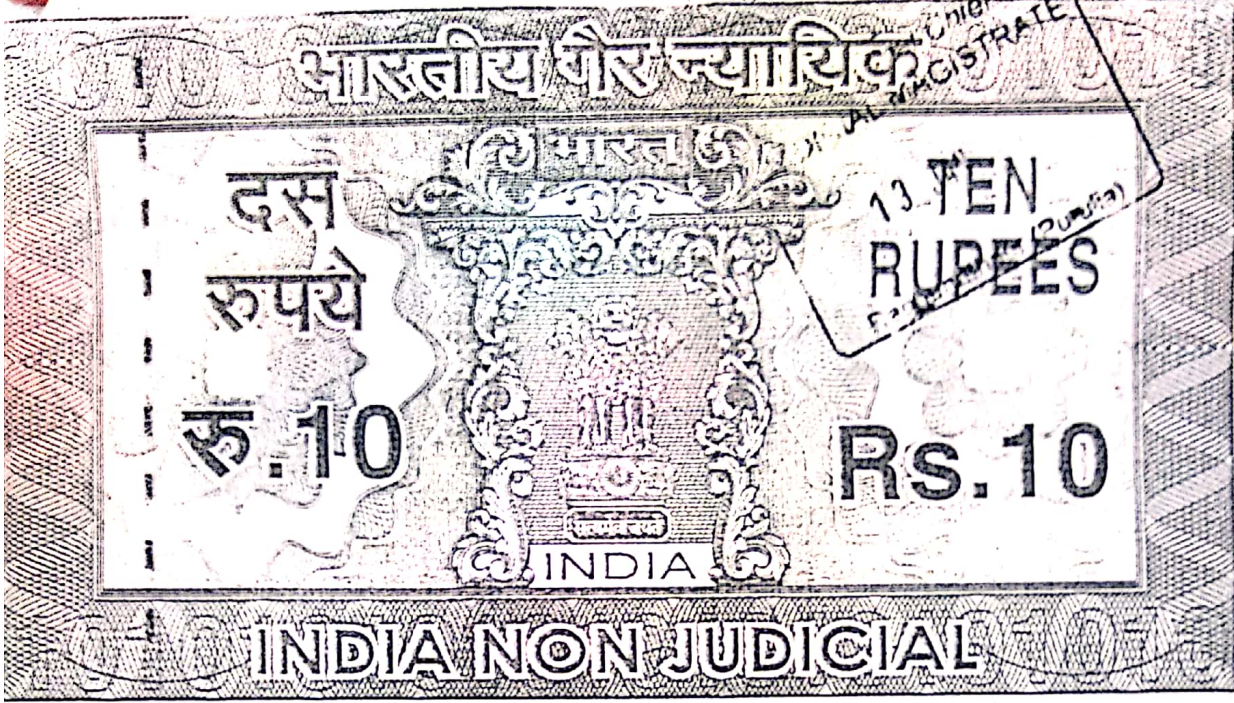
IN FAITH AND TESTIMONY WHERE OF being required of a "NOTARY" I, the said Notary, do hereby subscribe my signature and affix the seal of my office, Asansol on this the 10th day of May the year 2019



*Seema Das*  
**SEEMA DAS**  
NOTARY  
Govt. of W.B.  
KASAI MOHALLA, RAILPAR  
P.O. ASANSOL - 713302  
P.S. ASANSOL (NORTH)  
DIST. PASCHIM BARDHAMAN  
10 MAY 2019



Sl. No. 5119-



पश्चिम बंगाल WEST BENGAL

30AB 661064

INSTRUMENT "A"



MAY 2019

DEED OF AGREEMENT

THIS DEED OF AGREEMENT is prepared and executed on this the 10<sup>th</sup> day of May, 2019 BETWEEN and BY M/S. DEVANSH ENTERPRISE, having its Registered Office at Railway Market at Adra, Post & P.S. Adra, Dist. Purulia, represented by its Proprietor Newadita Pandey, wife of Sri Anil Kumar, resident of Railway Market, Adra, Post and R.S. Adra, Dist. Purulia, West Bengal hereinafter referred to as 'PRINCIPAL' (which expression shall include its/her successor(s), Legal representatives, Receiver, assigns) of the FIRST PART ;

A N D

Contd.....P/2



Principal Chief  
JUDICIAL MAGISTRATE

13 MAY

Raghunathpur (Paschim)

-: 2 :-

M/S. VISWAKARMA ENTERPRISE having its office at East Apcar Garden, near WBSedcl Office, Post Chelidanga, P.S. Asansol (South), Dist. Paschim Bardhaman, hereinafter referred to as 'AGENT' (which expression shall include its/his heirs, successor(s), legal representatives and assigns) of the OTHER PART ;

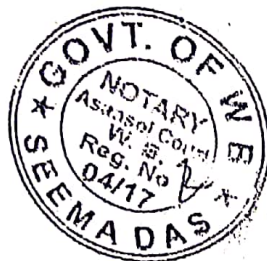
WHEREAS above mentioned Principal has obtained work order vide P.O. No. 61186156100146 dated 29.03.2019 for supplying, fitting and fixing of stain Less steel Dustbin as per purchase order issued by Eastern Railway against Tender No. 61186156A of 2019 and Bid Id. 9484767 dated 22.03.2019.

AND WHEREAS presently due to engagement in other works above mentioned Principal proposed to engage above mentioned agent to perform with above mentioned P.O. No. 61186156100146 on behalf of the principal and above mentioned agent is agreed with the Principal on this proposal on following terms and conditions amicably agreed and settled between and by the parties hereto.

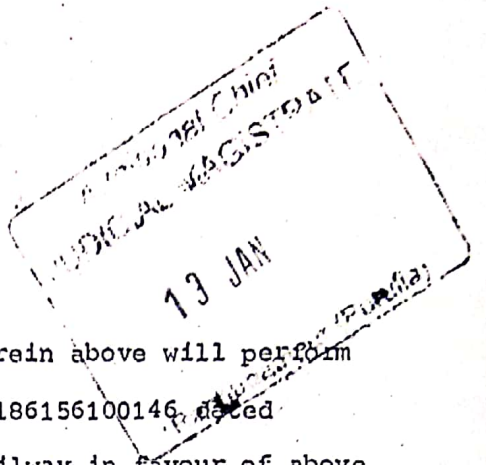
NOW THIS DEED OF AGREEMENT IS WITNESSETH AS

FOLLOWS :-

Contd...P/3



10 MAY 2019



That the second party herein above will perform the work/job as per P.O. No. 61186156100146, dated 29.03.2019 issued by Eastern Railway in favour of above mentioned first party within stipulated period properly and carefully.

That above mentioned second party shall purchase carry the articles for supplying fitting and fixing as per order of Eastern Railway as well as bear loading, unloading and others expenses at its own investment.

Profit

That entire loss and/shall be beared by the above mentioned second party above.

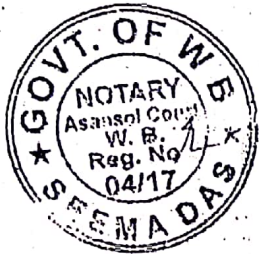
That after completion of job above mentioned second party shall submit the bill to the above mentioned first party as per P.O.

That after submission of said bill above mentioned first party shall pay the second party for said bill after realisation of the bill amount from Eastern Railway Authority concerns.

That the second party shall perform the job at his own risk and responsibility.

That on this day two copies of this deed is prepared and executed by the parties hereto. One copy shall be retained by each party mentioned above.

Contd...P/4




10 MAY 2019

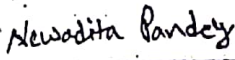


IN WITNESS WHEREOF both the parties subscribed their respective hands below in full sound mind after realisation and making out the contents above.

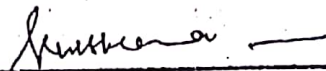
Additional Chief  
JUDICIAL MAGISTRATE  
17 JUN  
Raipurhatpura (Muz)

WITNESSES :-

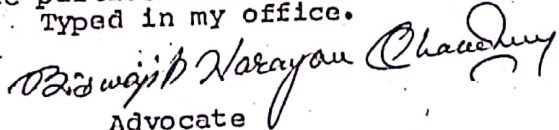
1.   
ANIL KUMAR  
Railway Market Adra  
P & PS - Adra Dist - Purulia

  
Signature of first party

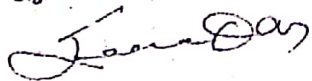
2.

  
Signature of Second party

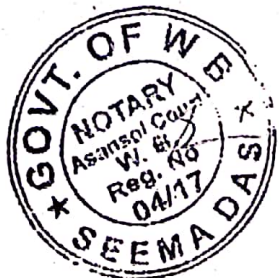
Drafted and prepared by me as per instruction of the parties hereto  
Typed in my office.

  
Advocate

Certified Authenticated Attested this Original Instrument "A" being executed admitted Identified by the respective signature before me

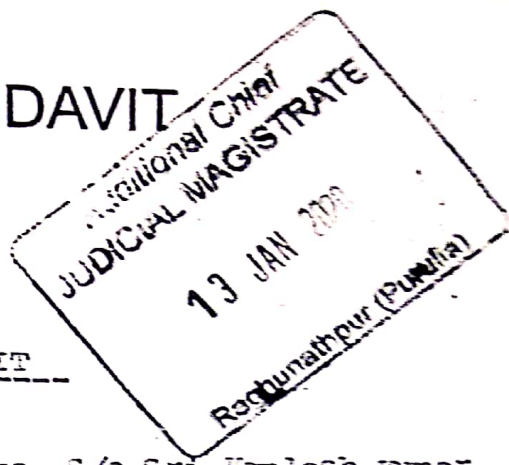


SEEMA DAS  
NOTARY Regd. No.04/17  
Govt of W.B Asansol Court



10 MAY 2019

# AFFIDAVIT



## AFFIDAVIT

I, Siddharth Sharma, S/O Sri Kamlesh Kumar, aged about 33 years, by occupation business, by faith-Hindu resident of vill- panchudanga, P.O. & P.S. - Adra, Dist purulia (W.B.) do hereby execute this affidavit on behalf of Devansh Enterprise as follows:-

- 1 ) That I am the power of attorney holder of the Devansh Enterprise and the present complained of the case.
- 2 ) That the facts mention in the application has been written as per my instruction.
- 3 ) That I have no filed any case before any court of law on the self same incident.
- 4 ) That the statements made herein above are true and on being satisfied and put my signature in this affidavit at Raghunathpur on 13/1/2020.

SLN 035/2020

Siddharth Sharma

Deponent

Identified by

Adocate

Executant Signature/I.T.  
Attested on Identification

*D.P. Sinha*  
13.1.20

D.P. Sinha (Adv)  
Notary Reg: 52/99  
Govt of West Bengal  
Raghunathpur, Purulia  
Mob - 9993266792



Sl. No. 2019- 26897