

**The Authorised Officer (AO)**

**of**

**IDBI Bank Ltd.**

(CIN: L65190MH2004GOI148838)

**IDBI Bank**

**Retail Recovery, Bhubaneswar,  
IDBI House, 1<sup>st</sup> floor,  
Janpath, Unit – IX,  
Bhubaneswar – 751022, Odisha**

**BID/ TENDER DOCUMENT**

**For**

**Sale of Assets (Immovable) on account of  
M/s Fortune Spirit Limited**

**Under**

**The Securitisation and Reconstruction of Financial Assets and Enforcement of  
Security Interest Act, 2002**

**and**

**The Security Interest (Enforcement) Rules, 2002**

**Date: December 18, 2024**

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I. Public Notice for Sale published in the newspapers



**IDBI BANK**

Regional Office: 1st Floor, IDBI House, Janpath, Unit-9, Bhubaneswar-751022.

CIN: L65190MH2004G0148838

Registered Office: The Fairway, Ground & First Floor, Survey No.10/1, 11/2 & 12/2B, Off Dombivli, Koramangla Inner Ring Road, Next to EGI Business Park, Chialaghatta, Bangalore-560071. Branch Office: Jyoti Eye Care, 1st Floor, Kharjitra, Bargarh, Odisha. Branch Office: VIP Road, Puri.

**E - AUCTION SALE NOTICE**

**E-AUCTION SALE NOTICE FOR SALE OF IMMOVABLE ASSETS AND MOVABLE ASSETS UNDER THE SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT (SARFAESI), 2002 TO BE HELD ON 02.01.2025 FROM 11:00 AM - 12:00 NOON**

Filed with proviso to Rule 6(2), Rule 8(b) and Rule 9(1) of the Security Interest (Enforcement) Rules

Notice is hereby given to the public in general and in particular to the Borrowers, Mortgagees and Guarantors that the below mentioned immovable properties/ secured assets are mortgaged/charged to the secured creditor (IDBI Bank Ltd.). Whereas under section 17 (a) of the SARFAESI Act, 2002, the Authorised Officer(AO) have issued Demand Notice for recovery of sums from the borrower(s)/ guarantor(s)/mortgagee(s) as per details given below against borrower(s). Further, in exercise of powers conferred in the SARFAESI Act, 2002, the AO has taken possession of the under mentioned secured assets. Whereas sale of secured assets is to be made through Public E-Auction for recovery of the secured debts due to IDBI BANK Ltd. as per the demand notice plus future interest, costs and charges incurred by the bank thereon, less recoveries if any, hereafter. The general Public is invited to bid either personally or through duly authorized agent. The details of Borrower(s) / Mortgagee(s) / Guarantor(s) Secured Assets / Dues / Reserve Price & Time, EMD and Bid Increase Amount are mentioned below.

**SCHEDULE OF SALE OF SECURED ASSETS**

Sl. No.	Name & Address of the Borrower(s)/Guarantor(s)/ Mortgagee(s)	a) Date of 100% Notice b) Date of Possession c) Amount of Demand	Description of Immovable Properties / Status of Possession	Reserve Price / EMD / Bid Increment	Details of account in which EMD is to be deposited through RTGS/NEFT & IFSC Code	Name & Contact No. of Authorized Officer/ Nodal Officer
1.	<b>Borrower &amp; Mortgagee: M/s. Fortune Spirit Limited, Registered Office: Plot No. 1143/1146, Lane-2, Aerodrome Area, Bhubaneswar, Dist. Khurda, Odisha, PIN-751009, Corporate Office: Plot No. 31, Unit-II, Kharavela Nagar, Behind Ram Mandir, Bhubaneswar, Dist. Khurda, Odisha, PIN-751001, Factory Office: M/s. Fortune Spirit Limited, Mouza: Narayanpur, Tahasil Kanak, P.S. Bhataspur, Dist. Ganjam, Odisha, PIN-751024</b>	a) 24.05.2021 b) 10.08.2021 c) ₹12,16,85,211/- & Interest thereon	All that piece and parcel of land, building, factory along with plant & machineries, comprised in and forming part of Plot No. 335, 1.170 dec., Plot No. 360, Area: Ac. No. 302, Area: Ac. 0.141 dec., Plot No. 393, Area: Ac. 0.222 dec., Plot No. 301, Area: Ac. 0.320 dec. & Plot No. 394, Area: Ac. 0.238 dec. all belongs to Sakti Khela No. 226, Mulated Khata No. 290/672, adjoining Total Area: Ac. 2.407 Decimals or thereabouts, situated within the Village limits of Narayanpur, P.S. Bhataspur, Tahasil Kanak, Dist. Ganjam, Odisha, in the name of <b>M/s. Fortune Spirit Ltd</b> and bounded by East: Road, West: Plot No. 336, 333, South: Plot No. 329, 330, 331, 334, 233, together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth and stocks lying thereon / Physical	₹6,85,00,000/- ₹66,50,000/- ₹7,00,000/-	A/c. No.: 04234915010026 IFSC Code: IBKL0000042	<b>Shri Sanit Kumar Pandey (9818807376)</b> DGM-Retail Recovery & Authorized Officer, Shri Sakrat Kumar Das (9437979910) AGM-Retail Recovery, Shri Pradyumn Kumar Mishra (7008705030) Manager-Retail Recovery
2.	<b>Borrower &amp; Mortgagee: M/s. Fortune Spirit Limited, Represented by: Shri Rajesh Kumar Sahu (Managing Director &amp; Mortgagee), Shri Deepak Kumar Sahu (Director &amp; Mortgagee), Ms Hansika Sahu (Director &amp; Mortgagee), Smt. Sangita Sahu (Director &amp; Mortgagee), Shri Kushagra Sahu (Director &amp; Mortgagee), Shri Ayush Sahu (Director), Registered Office: Plot No. 1143/1146, Lane-II, Aerodrome Area, Bhubaneswar, Dist. Khurda, Odisha, PIN-751009, Corporate Office: Plot No. 31, Unit-II, Kharavela Nagar, Behind Ram Mandir, Bhubaneswar, Dist. Ganjam, Odisha, PIN-751024</b>	a) 24.05.2021 b) 12.08.2021 c) ₹12,16,85,211/- & Interest thereon	All that piece and parcel of land comprised in and forming part of Plot No. 307/5531/5556, Adjoining Area: Ac. 0.000 Dec. and Plot No. 307/5531/5531, Adjoining Area: Ac. 0.100 Dec., both belongs to Khata No. 603/1943, situated within the Village limits of Taligachh (Ka), Taluk/Tahasil Taligachh, P.S. Taligachh, Dist. Bolangir, Pin-767003, State: Odisha, in the name of <b>Shri Deepak Kumar Sahu, Shri Rajesh Kumar Sahu, Shri Kushagra Sahu, Shri Ayush Sahu, Ms Hansika Sahu</b> , bounded by East: Land of Dhansingh Sahu, West: Road, South: Land of Anant Kuntan Mohin, permanently fastened to anything attached to the earth / Physical	₹1,80,92,000/- ₹18,10,000/- ₹2,00,000/-	A/c. No.: 04234915010026 IFSC Code: IBKL0000042	<b>Shri Sanit Kumar Pandey (9818807376)</b> DGM-Retail Recovery & Authorized Officer, Shri Sakrat Kumar Das (9437979910) AGM-Retail Recovery, Shri Pradyumn Kumar Mishra (7008705030) Manager-Retail Recovery

**Date & Time of Inspection of Property: 30.12.2024, between 11.00 a.m. and 4.00 p.m. with prior intimation.**

**Last date of Deposit of EMD: 01.01.2025**

**BRIEF TERMS AND CONDITIONS OF E-AUCTION SALE:** The sale shall be subject to the terms & conditions prescribed in the Security Interest (Enforcement) Rules 2002. (1) The sale of Secured Assets is on "as is where is basis", "as is what is basis", "whatever there is basis" and "no recourse basis" for and on behalf of the Secured Creditors viz.: IDBI Bank Ltd. (2) The sale is strictly subject to the terms & conditions given in this advertisement and in the "Bid Document". Bid document can be obtained from any of our offices, on all working days or downloaded from IDBI's website i.e. [www.idbibank.in](http://www.idbibank.in) and also at [www.banksauctiontizard.com](http://www.banksauctiontizard.com) (3) The sale would be on e-auction platform at website <https://banksauctiontizard.com> through E-auction service provider Antares Systems Limited, Contact Miss B B Sushmita (email-[sushmita.bb@antaresystems.com](mailto:sushmita.bb@antaresystems.com)) or Call: +91-8951944383. (4) The authorized officer reserves the right to accept or reject any or reject all bids, if not found satisfactory or to postpone/delay the auction at anytime without assigning any reason whatsoever and his decision in this regard shall be final. (5) The successful bidder will be required to deposit 25% of the sale price, which is inclusive of EMD, at the time of confirmation of sale immediately i.e. on the same day or not later than next working day. The balance amount of the sale price is to be paid within 15 days of the confirmation of the sale or such extended period as may be agreed to by the AO. In case of failure to deposit the balance amount within the prescribed period, the deposited amount shall be forfeited, including earnest money. (6) In case of default in depositing the 25% bid amount immediately of balance 75% of the bid amount within the prescribed period, the amount already deposited will be forfeited and secured assets will be re-auctioned. (7) All statutory dues/attend charges/other dues including registration charges, stamp duty, lease entry shall be borne by the purchaser. (8) Sale will not be confirmed if the borrower lends to the Bank the amount due along with other expenses before issuance of sale confirmation letter to the successful bidder by the authorized officer. (9) Sale will not be confirmed if the borrower lends to the Bank the amount mentioned by the successful bidder. For further details and complete Terms and Conditions, please visit [www.idbibank.in](http://www.idbibank.in) and/or contact the Branch Officials mentioned above against each property.

Sd/- Authorised Officer  
IDBI Bank Ltd.

Dt. 18.12.24



## II. Introduction, Brief Description of secured assets and outstanding dues.

### 1. INTRODUCTION

IDBI Bank Ltd (IDBI) having its Head Office at IDBI Tower, Cuffe Parade, Mumbai 400005 issued a notice dated May 24, 2021 under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (*hereinafter referred to as "the SARFAESI Act"*) calling upon M/s Fortune Spirit Limited (Borrower & Mortgagor) Represented by Shri Rajesh Kumar Sahu (Managing Director & Mortgagor) , Shri Deepak Kumar Sahu (Director & Mortgagor), Ms Hansika Sahu (Director & Mortgagor), Smt. Sangita Sahu (Director & Mortgagor), Shri Kushagra Sahu (Director & Mortgagor), Shri Ayush Sahu (Director) to repay within 60 days from the date of the said notice, the amount mentioned in the said notice being **Rs.12,16,85,211/- (Rupees Twelve Crore Sixteen Lakh Eighty Five Thousand Two Hundred Eleven only)** together with further interest from **April 02, 2021** at the contractual rates upon the footing of compound interest until payment/ realization. Though the Borrower duly acknowledged receipt of the said notice, it failed to discharge the liability.

As the mortgagors has mortgaged the property to IDBI Bank Ltd as collateral security, dues recoverable from the Borrower constitute and represent 100% value of the outstanding dues having charge on the assets as envisaged under Section 13(9) of SARFAESI Act. The possession of immovable properties were taken on August 12, 2021. The AO has also got the assets valued after taking possession as required under the SARFAESI Act.

The list of secured assets being put on sale is mentioned hereinafter.

### 2. BRIEF DESCRIPTION OF SECURED ASSETS

<b>Property Description.</b>	<b>Reserve Price (Rs.)</b>	<b>Earnest Deposit (Rs.)</b>	<b>Money (EMD)</b>
1) All that piece and parcel of land comprised in and forming part of Plot No-2872/5531/5558 admeasuring Ac.0.500 Dec and Plot No-2872/5531/5559 admeasuring Ac 0.100 Decimals, both belongs to Khata No-852/1943, Total area Ac.0.600 Decimals or thereabouts situated within the Village limits of Titilagarh(ka), Taluka/Tahasil-Titilagarh Ps-Titilagarh, District-Bolangir,Pin-767033 in the State of Odisha in the name of Shri Deepak Kumar Sahu, Shri Rajesh Kumar Sahu, Smt Sangita Sahu, Shri Kushagra Sahu and Ms Hansika Sahu. which is bounded as follows : On the East by :Land of Dhansingh Sahu On the West by :Road On the South by : Land of Amrit Kumari Mishra On the North by :Land of Chakradhar Sahutogether with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.	<b>1,80,92,000/-</b>	<b>18,10,000/-</b>	

**3. Outstanding dues of the secured lenders is Rs.12,16,85,211/- together with further interest, costs and charges from April 02, 2021.**

### III. TERMS AND CONDITIONS

1	<p>The Authorised Officer (AO) exercising the powers under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with Security Interest (Enforcement) Rules, 2002 (hereinafter referred to as "the SARFAESI Act") is selling the assets/properties mentioned at item No. II of the Tender Document (hereinafter referred to as the 'Secured Assets') and the same are being sold free from charges and encumbrances of the secured lenders mentioned at item No.III of the Tender Document.</p>								
2	<p><b>Issue of Tender/ Offer / Bid Document:</b> The Bid Document along with Offer Form is available free of cost from December 18, 2024 and can be obtained from Shri Subrat Kumar Das, Assistant General Manager, IDBI Bank Ltd., 1<sup>st</sup> Floor, Janpath, Unit – IX, Bhubaneswar - 751022 on any working day between 11.00 am and 4.00 pm. The bid document can also be downloaded from IDBI’s website (<a href="http://www.idbibank.in">www.idbibank.in</a>) <b>And</b> e-Auction service provider’s website i.e. <a href="https://bankeauctionwizard.com">https:// bankeauctionwizard.com</a>. Interested parties can participate in the e-Auction for the property, as they desire.</p>								
3	<p><b>Reserve Price :</b></p> <table border="1" data-bbox="256 907 1428 1758"> <thead> <tr> <th data-bbox="256 907 997 1019"><b>Property Description. (Details are provided under Brief Description of secured assets page 6-7 of this bid document)</b></th> <th data-bbox="997 907 1204 1019"><b>Reserve Price (Rs)</b></th> <th data-bbox="1204 907 1428 1019"><b>Earnest Money Deposit (Rs)</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="256 1019 997 1758"> <p>1) All that piece and parcel of land comprised in and forming part of Plot No-2872/5531/5558 admeasuring Ac.0.500 Dec and Plot No-2872/5531/5559 admeasuring Ac 0.100 Decimals, both belongs to Khata No-852/1943, Total area Ac.0.600 Decimals or thereabouts situated within the Village limits of Titilagarh(ka), Taluka/Tahasil-Titilagarh Ps-Titilagarh, District-Bolangir,Pin-767033 in the State of Odisha in the name of Shri Deepak Kumar Sahu, Shri Rajesh Kumar Sahu, Smt Sangita Sahu, Shri Kushagra Sahu and Ms Hansika Sahu. which is bounded as follows: On the East by: Land of Dhansingh Sahu, On the West by :Road, On the South by : Land of Amrit Kumari Mishra, On the North by :Land of Chakradhar Sahutogether with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.</p> </td> <td data-bbox="997 1019 1204 1758" style="text-align: center;"> <p><b>1,80,92,000/-</b></p> </td> <td data-bbox="1204 1019 1428 1758" style="text-align: center;"> <p><b>18,10,000/-</b></p> </td> </tr> </tbody> </table>			<b>Property Description. (Details are provided under Brief Description of secured assets page 6-7 of this bid document)</b>	<b>Reserve Price (Rs)</b>	<b>Earnest Money Deposit (Rs)</b>	<p>1) All that piece and parcel of land comprised in and forming part of Plot No-2872/5531/5558 admeasuring Ac.0.500 Dec and Plot No-2872/5531/5559 admeasuring Ac 0.100 Decimals, both belongs to Khata No-852/1943, Total area Ac.0.600 Decimals or thereabouts situated within the Village limits of Titilagarh(ka), Taluka/Tahasil-Titilagarh Ps-Titilagarh, District-Bolangir,Pin-767033 in the State of Odisha in the name of Shri Deepak Kumar Sahu, Shri Rajesh Kumar Sahu, Smt Sangita Sahu, Shri Kushagra Sahu and Ms Hansika Sahu. which is bounded as follows: On the East by: Land of Dhansingh Sahu, On the West by :Road, On the South by : Land of Amrit Kumari Mishra, On the North by :Land of Chakradhar Sahutogether with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.</p>	<p><b>1,80,92,000/-</b></p>	<p><b>18,10,000/-</b></p>
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4	<p>The sale of Secured Assets is on “<i>As is where is</i>”, “<i>As is what is &amp; whatever there is</i>” and “<b>no recourse basis</b>” basis. The description of the immovable properties is based on the mortgages created by the Borrower/Mortgagor with the secured lenders from time to time and the representations made by them. The AO does not take or assume any responsibility for any shortfall of the immovable assets or for procuring any permission, etc. or for the dues of any authority established by law. All statutory liabilities / taxes / maintenance fee / electricity / water charges etc., outstanding as on date and yet to fall due would be</p>								

	ascertained by the bidder(s) and would be borne by the successful bidder. It is expressly made clear that the AO / Bank do not take any responsibility to provide information on the same. The AO / Bank does not take or assume any responsibility for any dues, statutory or otherwise, including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by the purchaser.
5	<b>Inspection of assets:</b> The interested parties may inspect the assets at their own cost between <b>11:00 a.m. and 4:00 p.m. on 30.01.2025</b> in the presence of a representative of the AO available at the site to facilitate the inspection.
6	<b>Due Diligence by the Bidders:</b> The interested parties may carry out their own comprehensive due diligence in respect of the Secured Assets including any dues relating to the Secured Assets. A bidder shall be deemed to have full knowledge of the condition of the assets, relevant documents, information, etc. whether the bidder actually inspects or visits or verifies or not.
7	The bidders shall be deemed to have inspected and approved the Secured Assets to their entire satisfaction and for the purpose, the Bidders may, in their own interest and at their own cost, verify the area of the premises and details of movable assets and any other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself/herself about the names, descriptions, particulars, quantities, qualities, specifications, measurements, boundaries and abuttal of the assets/properties and that the bidder concurs or otherwise admits the identity of the assets/properties purchased by him/her notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the assets/properties and their condition.
8	The Bidder shall not be entitled to receive re-imbusement of any expenses which may have been incurred in preparation of the Bid/Offer for submission and/or for carrying out due diligence, search of titles to the assets and matters incidental thereto or for any other purpose in connection with purchase of the assets under reference.
9	<b>Submission of Tender/Offer:</b> The Bidder shall complete in all respects the Offer form(s) annexed to the Tender Document, and furnish the information called for therein and <b>shall sign and date each of the documents</b> in the space provided therein for the purpose. <b>The Bidder shall initial each page of the Offer.</b> Offers received for sale and / or accepted are not transferable. The Format for submission of Profile of the bidder is given in Chapter IV & V respectively of this Tender Documents. <b>The format Chapter IV is for Individuals and</b> <b>The format Chapter V is for Company / Proprietorship / Partnership firms.</b> Bidders may fill in only the form relevant to them.
10	The Tender/Offer shall be signed by a person or persons duly authorized by the Bidder with the signature which should be duly attested.
11	The Tender/Offer shall contain the full address, Telephone No., Fax No., e-mail-ID, if any, of the Bidder for serving notices required to be given to the Bidder in connection with the Offer.
12	Bidders are also required to submit declaration executed on general stamp paper of Rs 100/- along with the Bid form as per the format given at Chapter VI.
13	The Tender/Offer form, declaration etc. shall not be detached from the Bid Documents i.e. one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto i.e. entire set of Bid Document along with duly filled relevant forms be submitted to AO.
14	<b>Last date for submission of Tender/Offer /Bid Document:</b> The interested parties may submit Tender / Offer / Bid Document duly filled and signed along with the required documents to the AO, Deputy General Manager, IDBI Bank Ltd., IDBI House, Janpath,

	<p>Bhubaneswar - 751022, <b>not later than 4.00 pm on January 01, 2025</b>, in a <b>sealed cover</b>. Bidders to submit the EMD by way of NEFT/RTGS in favour of IDBI Bank Ltd, Account No. <b>04234915010026</b>, IFSC Code: <b>IBKL0000042</b>, Branch: Janpath, Bhubaneswar, Odisha. Such bidders must <b>indicate RTGS UTR No./NEFT Ref No.</b>, Amount remitted and date in the appropriate space in the Profile of the Bidder.</p>	
15	<p>Only those bidders will be permitted to participate in the e-Auction who's Tender/ Offer /Bid Document is complete in every respect and remittance by way of RTGS/NEFT proceeds is credited into the account indicated well before the cut-off time. Bank does not take any responsibility and will not entertain any complaint for any delay in transfer of funds by way of electronic mode. Form of Tender /Offer/ Bid document, if found incomplete in any respect, shall be liable for outright rejection.</p>	
16	<p><b>Procedure for e-Auction (after submission of bid to AO).</b></p> <ol style="list-style-type: none"> <li>IDBI has appointed Antares Systems Limited, Honganasu, #137/3, Bangalore Mysore Road, Opp to Metro Pillar P-696, Kengeri, Bangalore-560060 as e-Auction Support Provider (e-ASP) for said sale.</li> <li>Miss B M Sushmitha (M-8951944383) - Helpline E mail ID: Sushmitha.b@antaressystems.com is authorized representative of e-ASP.</li> <li>After scrutinisation of bids and confirmation of the receipt of EMD as advised, AO would forward names and other details of valid bidders to the e-ASP for initiating further process related to auction.</li> <li>Valid bidders are required to be in touch with the e-ASP and submit following documents to e-ASP:- <ol style="list-style-type: none"> <li>Details of EMD i.e. details of RTGS/NEFT sent to AO.</li> <li>Self attested copy of PAN Card.</li> <li>Self attested valid Residential Proof (any one of the-Voter-id, Passport, Driving License, Aadhar Card, Electricity Bill, Telephone Bill)</li> <li>Valid e-mail id and contact details (with alternate mobile/ land line phone numbers)</li> </ol> </li> <li>After registration and satisfaction of KYC and other norms e-ASP would provide user id and password to the valid bidders.</li> <li>After receiving the user-id / password from e-ASP, the bidders may request for training for e-Auction.</li> <li>After completion of e-Auction process, e-ASP would submit list of the bidders alongwith its bid amount to AO.</li> <li>Thereafter, AO would intimate the bidders accordingly.</li> </ol> <p><b>Bank / AO / e-ASP provider will not be held responsible for any error occurred due to power failure / computer hardware or software error / network error etc. at the time of e-Auction.</b></p>	
17	<b>Date and Time of e-Auction</b>	<b>January 02, 2025, 11.00 am to 12:00 Noon</b>
	<p>The auction would be held with <b>unlimited</b> extensions of 05 minutes each, <b>if required</b>, on <b>e-Auction platform at website: <a href="https://bankeauctionwizard.com">https://bankeauctionwizard.com</a></b>. In case no further valid bids are received during the extended period, the last highest bid received would be treated as the successful bid and auction would be treated as closed/terminated.</p> <p><b>Increase in Bid Amount :</b> It may be noted that increase in bid amount, if any, during the e-Auction period shall be made as under.</p> <p><b>In multiples of Rs <u>2,00,000/- for each property</u>, increase in bid amount below Rs <u>2,00,000/-</u> will be rejected.</b></p> <p>First bid should be of at least equal to Reserve Price or increment(s) over the Reserve Price in multiples as above.</p>	



18	AO reserves the right to retain the EMD of top three bidder's upto three months from the date of e-Auction and <b>the amount of such EMD will not carry any interest</b> . The Bids so retained will be valid for three months from the date of e-Auction or till further extension of time as may be approved by the AO. The EMD of other bids will be returned within 7 days from the date of e-Auction.
19	<p><b>Payment of Sale Price</b></p> <p>The successful bidder would be informed in writing about the acceptance of his/her bid/offer by the AO and will be required to deposit 25% of the sale price (less the amount of EMD) immediately after intimating acceptance of his/her bid, that is, confirmation of sale in his favour by way of <b>RTGS/NEFT</b> in favour of IDBI Bank Ltd, Account No. <b>04234915010026</b>, IFSC Code: <b>IBKL0000042</b>, Branch: Janpath, Bhubaneswar.</p> <p>The balance amount of the sale price shall have to be paid within 15 days from the sale date by way of <b>RTGS/NEFT</b> in favour of IDBI Bank Ltd, Account No. <b>04234915010026</b>, IFSC Code: <b>IBKL0000042</b>, Branch: Janpath, Bhubaneswar, Odisha or such extended period as may be agreed upon in writing between the successful bidder and the AO.</p>
20	In case the successful bidder fails to deposit 25% of the sale price within stipulated period, the AO shall forfeit the EMD and if the successful bidder backs out after paying 25% of the sale price, then AO shall forfeit the 25% of the sale consideration so deposited including the EMD.
21	The defaulting successful bidder shall forfeit all claims to the assets or to any part of the sum for which it may be subsequently sold.
22	In the event of the successful bidder failing to pay the consideration amount within the time schedule stipulated, the amount paid by such bidder would be forfeited and also the AO reserves the right to re-sell the assets to the second/third highest bidder or re-auction the property in the above manner, who shall also be treated as the successful bidder mentioned in clauses 9 to 16 above and further in terms of this Bid Document.
23	On confirmation of sale and if the terms of payment have been complied with and the successful bidder pays entire sale consideration, the AO exercising the power of sale shall issue "Certificate of Sale" for the immovable property in favour of the purchaser as per the format provided in the Security Interest (Enforcement) Rules, 2002.
24	The Successful Bidder shall, after making full payment of sale price within 15 days of sale or such extended period as may be granted by the AO at his sole and absolute discretion, arrange to take possession of the Secured Assets immediately thereafter. It is explicitly stated that once the Sale Certificate is issued by the AO, the AO / IDBI Bank Ltd or its any official shall not be held responsible for security and safe-keeping of the Secured Assets. In case the successful bidder fails to take possession of the secured assets as stated above, the AO reserves the right to revoke the sale confirmed in his/her favour, forfeit the entire amount paid by the successful bidder and go for re-bidding or sell the secured assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty. In such an event, the original successful bidder shall have no claims on the secured assets or to any amount /s for which it may be subsequently sold.
25	After issuance of Certificate of Sale by AO, the Successful Bidder (purchaser) is required to get the same registered with the competent authority (if required) within four months or as per norms guidelines of government authorities issued from time to time at his cost. The purchaser will be required to bear all the necessary expenses like stamp duty, registration, conveyance expenses, etc. for transfer of assets in his/her name. It is expressly stipulated that there are no implied obligations on the part of the AO or the secured lenders and it shall be solely the obligation of the Bidder, at his/her cost, to do all acts, things and deeds whatsoever for the completion of the sale including payment of all statutory liabilities /

	housing society tax / maintenance fee / electricity / water charges etc., outstanding as on date and yet to fall due would be ascertained by the bidder(s) and would be borne by the successful bidder to get the assets transferred in his /her/their name. Bank does not take any responsibility to provide information on the same.
26	The submission of the Bid/Offer means and implies that the Bidder/Offerer has unconditionally and irrevocably agreed to and accepted all the above terms and conditions of the Bid/Offer laid down herein.
27	The time hereinabove fixed for the observance and performance by the bidder of any of the obligations to be observed by him/her under these conditions is and shall be deemed to be of the essence.
28	<b>General Terms and Conditions</b> The AO shall be at liberty to amend/modify/delete/drop any of the above conditions as may be deemed necessary in the light of the facts and circumstances.
29	The entire procedure of e–Auction, the sequence of inter-se bidding etc. shall be at the sole and absolute discretion of the AO and the intending bidders shall have no right whatsoever to object to the same.
30	The AO reserves the right and liberty to accept/reject any or all the Bids/Offeres and also reserves the right to cancel the entire sale process/ e-Auction process without assigning any reasons. In case all the bids are rejected or the successful bidder fails to make payments as required in the Bid Document or withdraws his/her bid, the AO, at his sole and absolute discretion, reserves the right to go for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty and the Bidders shall have no right to object to the same.
31	In the event the said sale in favour of the bidder not being confirmed by AO, otherwise than on account of the wilful default of the bidder or if the sale is set aside by an order of the Court/Tribunal, then in that event the sale shall be void and the bidder shall, in that event be entitled only to receive back his/her Earnest Money Deposit (EMD) or purchase money as the case may be, but without interest, and the bidder shall not be entitled to be paid his costs, charges and expenses of and incidental to the said sale and investigation of title or any other costs incurred by him/her.
32	Notwithstanding anything stated elsewhere in this Tender Document, the AO reserves the right to call off the sale process at any point of time without assigning any reasons.
33	<b>Jurisdiction</b> All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Bhubaneswar alone shall have jurisdiction to entertain /adjudicate such disputes.
34	On payment of Sale consideration, the successful bidder to the bank will be subject to TDS under section 194 -1A of the Income Tax Act 1961 and TDS is to be deducted by the successful bidder only at the time of deposit of remaining 75% of the Bid amount. Any dispute regarding the matter would be under jurisdiction of courts in Cuttack only.
35	Particular specified in schedule above has been stated to the best of the information of the Authorised Officer/ Bank. Authorised Officer and/or Bank will not be answerable for any error, Mis-statement or omission in this Public Notice.
36	Tenderer (s) must ensure the following while submitting the tender: 1. THAT THE TENDER SHOULD BE FILLED IN THE FORMAT OF THE TENDER BID ENCLOSED AT ANNEXURE-IV/V. 2. COPY OF THE PAN CARD OF THE PERSON BIDDING AND IF IT IS A COMPANY/FIRM THEN COPY OF THE PAN CARD OF COMPANY/FIRM. 3. COPY OF THE CERTIFICATE OF INCORPORATION OF THE

COMPANY/FIRM.

4. BOARD RESOLUTION OF THE COMPANY/FIRM AUTHORISING THE PERSON/PARTNER TO FILE BID FOR THE ASSET AND COPY OF THE IDENTITY PROOF OF THE SAID PERSON/PARTNER.
5. THAT EVERY PAGE OF THE TENDER DOCUMENT IS DULY SIGNED BY THE TENDERER BEFORE SUBMITTING THE TENDER AND DOCUMENTS SUBMITTED SHALL BE DULY ATTESTED.
6. THAT ALL ALTERATION, ERASURES AND OVER WRITING, IF ANY, IN THE SCHEDULE OR RATE(S) ARE DULY AUTHENTICATED BY THE TENDERER'S SIGNATURE.

#### IV. BID FORM FOR INDIVIDUAL

For purchase of secured assets / properties of on account of M/s Fortune Spirit Limited (Borrower) situated at;

**Property:** All that piece and parcel of land comprised in and forming part of Plot No-2872/5531/5558 admeasuring Ac.0.500 Dec and Plot No-2872/5531/5559 admeasuring Ac 0.100 Decimals, both belongs to Khata No-852/1943, Total area Ac.0.600 Decimals or thereabouts situated within the Village limits of Titilagarh(ka), Taluka/Tahasil-Titilagarh Ps-Titilagarh, District-Bolangir,Pin-767033 in the State of Odisha in the name of Shri Deepak Kumar Sahu, Shri Rajesh Kumar Sahu, Smt Sangita Sahu, Shri Kushagra Sahu and Ms Hansika Sahu. which is bounded as follows: On the East by: Land of Dhansingh Sahu, On the West by: Road, On the South by: Land of Amrit Kumari Mishra, On the North by :Land of Chakradhar Sahutogether with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.

**(To be submitted by the Bidder/Offerer separately for each property)**

<b>1</b>	<b>a)</b> Full Name of the Bidder/Offerer (in Block letters)	:	
	<b>b)</b> Complete Postal Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:	
	<b>c)</b> Mobile Nos.	:	
	<b>d)</b> E-mail ID	:	
<b>2</b>	Brief particulars of business (if any)	:	
<b>3</b>	Relationship, if any, the Bidder/Offeror has with any employee of IDBI Bank Ltd.	:	
<b>4</b>	Name and particulars of the Company/Firm/Person in whose name the Secured Assets/property are to be purchased	:	
<b>5</b>	Details of Earnest Money deposit (EMD).	:	

<b>i)</b>	RTGS / NEFT UTR No.		
<b>ii)</b>	Amount Remitted		
<b>iii)</b>	Date		
<b>iv)</b>	Name of the Bank & Branch		
In case of refund of EMD, it would be refunded to the account from where it was remitted.			
<b>6</b>	Income Tax Permanent Account Number(s) (PAN) of Bidder /Offerer	:	

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/ incomplete, I/We shall not hold the Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.

Signature of the Bidder/Officer or duly authorised official of the Bidder/Offerer

Name and Designation of the Bidder/Officer or authorised Signatory

Place:

Date:

## V. BID FORM FOR COMPANY/ PARTNERSHIP/ PROPRIETORSHIP FIRM

For purchase of secured assets / properties on account of M/s Fortune Spirit Limited (Borrower) situated at;

**Property:** All that piece and parcel of land comprised in and forming part of Plot No-2872/5531/5558 admeasuring Ac.0.500 Dec and Plot No-2872/5531/5559 admeasuring Ac 0.100 Decimals, both belongs to Khata No-852/1943, Total area Ac.0.600 Decimals or thereabouts situated within the Village limits of Titilagarh(ka), Taluka/Tahasil-Titilagarh Ps-Titilagarh, District-Bolangir,Pin-767033 in the State of Odisha in the name of Shri Deepak Kumar Sahu, Shri Rajesh Kumar Sahu, Smt Sangita Sahu, Shri Kushagra Sahu and Ms Hansika Sahu. which is bounded as follows: On the East by: Land of Dhansingh Sahu, On the West by: Road, On the South by: Land of Amrit Kumari Mishra, On the North by: Land of Chakradhar Sahu together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth.

*(To be submitted by the Bidder/Offerer separately for each property)*

1.	<b>a)</b> Name of the Company/ Firm/ Party (in Block letters)	
	<b>b)</b> Complete Registered Address	
	<b>c)</b> Complete Correspondence Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	
2.	Date of Incorporation	
3.	Constitution (Private/Public/Joint)	
4.	Name of Chairman	
5.	Name of Managing Director / Partners	
6.	Board of Directors	a)
		b)
		c)
7.	Income tax PAN No. (attested copy of PAN card of the company to be attached)	
8.	Date of Last Income Tax Return (Enclose copy of last 3 years' Income Tax clearance certificate)	
9	<b>a)</b> Full Name of the Authorised Person to carry out e- auction on behalf of the company/firm /party (in Block letters) <b>(Original Authorised letter to be attached to carry out the e-Auction process)</b>	:
	<b>b)</b> Complete Postal Address of the Authorise person with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	:
	<b>c)</b> Mobile Nos.	

	<b>d) E-mail ID</b>	
10	Designation of the Authorised Person	:
11	Relationship, if any, the Bidder/Offerer has with any employee of IDBI Bank Ltd.	:
13	Details of Earnest Money Deposit of Rs _____ lakh.	:
i)	Name of the Bank & Branch RTGS/NEFT remitted	
ii)	RTGS/NEFT UTR No.	
iii)	Amount Remitted	
iv)	Date	
In case of refund of EMD, it would be refunded to the account from where it was remitted.		
14	Income Tax Permanent Account Number(s) (PAN) of the Authorised person	:

\* Each and every information and documents to be submitted is mandatory.

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect / incomplete, I/We shall not hold the Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.

Signature:

Name of the Authorised Person:

Designation:

Company /Firm/Party Seal

All authorizations should be annexed to this form.

## **VI. DECLARATION BY THE BIDDER**

**(ON GENERAL STAMP PAPER OF Rs 100/-)**

*(Note: This Appendix forms part of the Bid/Offer)*

To,  
The Authorised Officer,  
IDBI Bank Ltd.,  
IDBI House,  
Janpath,  
**Bhubaneswar- 751022**

Dear Sir,

### **Sale of Secured Assets/Properties on account of M/s Fortune Spirit Limited (Borrower).**

1 Having fully examined and understood the terms and conditions of the Tender Document and condition and status of the Secured Assets/properties, I/We offer to purchase the said Secured Assets strictly in conformity with the terms and conditions of this Tender/Offer Document.

2 I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for the due observance and performance of the terms and conditions of the Tender/Offer and acquire the Secured Asset/properties. Should I/We fail to execute and perform the terms and conditions when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.

I/We further understand that if my/our Bid/Offer is accepted, should I/we fail to deposit the balance amount of 75% of the sale consideration (after having paid 25% of the sale consideration) by the stipulated date, the said amount of 25% of the sale consideration (including Earnest Money Deposit) or any further amount/s paid by me/us shall also be forfeited, as laid down in the terms and conditions of the Bid Document.

I/We further understand that if my/our Bid/Offer is accepted, after making full payment of the sale price within 15 days of acceptance of bid/offer or such extended period as may be granted by the AO at his sole and absolute discretion, I/we shall arrange to take possession of the secured assets immediately of entire sale consideration. I/We understand that once the Sale Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the secured assets. We further understand that in the event I/We fail to take possession of the Secured Assets as stated above, the AO reserves the right to revoke the sale confirmed in my/our favour and forfeit the entire amount paid by me/us and I/we shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.

3 I/We clearly understand and accept that the Authorised Officer or the secured lenders do not take or assume any responsibility for any dues, statutory or otherwise in respect of mortgaged property (ies) on account of **M/s Fortune Spirit Limited (Borrower)** including such dues that may affect transfer of the assets in the name of the purchaser and such dues, if any, will have to be borne/paid by me/us in case my/our Bid is accepted.

4 I/We understand that you are not bound to accept the highest or any Bid as you may consider deem fit. Further, I/we will not raise any objection in case the Authorised Officer goes for re-bidding or sell the assets by any of the modes as prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty.



5 I/We understand that time is the essence for completing the acquisition formalities of the Secured Assets/property and I/we agree and undertake to abide by it.

6 I/We have remitted Rs..... (Rupees .....only) towards Earnest Money Deposit (EMD) to IDBI Bank Ltd. by way of RTGS/NEFT in favour of IDBI Bank Ltd A/c No-04234915010026, IFSC Code: IBKL0000042, Branch : Janpath, Bhubaneswar, Odisha.

7 I/We understand that the EMD will not carry any interest.

8 I/We understand that the Bid should be unconditional and Bid having conditions contrary to the terms and conditions of the Bid Document can be summarily rejected.

Place:

Dated:

Signature, Name & Designation of the duly authorized official of the Bidder/Offerer

(Name and address of the Bidder)

(IN BLOCK CAPITALS)

Place:

Dated:

WITNESS:

Signature : .....

Name & Address : .....

Occupation : ..... .....