



STRESSED ASSETS STABILIZATION FUND (SASF)

The Authorized Officer (AO)

Of

STRESSED ASSETS STABILIZATION FUND

**5th Floor,
IDBI Tower,
WTC Complex,
Cuffe Parade,
Mumbai - 400 005
www.sasftrust.com**

TENDER DOCUMENT

For

**Sale of Assets of
SUNLIGHT FOODS LIMITED
Located at
Village Rohad
Tehsil – Bahadurgarh
District – Jhajjar (Haryana)
Under**

**The Securitisation and Reconstruction of Financial Assets and Enforcement
of Security Interest Act, 2002 and the Security Interest (Enforcement) Rules,
2002**

CONTENTS		Page No.
1	Public Notice for SALE published in the newspapers	3-4
2	Possession Notice published in the newspapers	5
3	Introduction	6
4	Brief Description - Properties	7
5	Principal Outstanding – Reserve Price	8
6	Terms & Conditions	9-11
7	Annexures	12-13



STRESSED ASSETS STABILIZATION FUND
IDBI TOWER, WTC COMPLEX, CUFFE PARADE,
MUMBAI – 400 005 www.sasftrust.com

AUCTION SALE UNDER SARFAESI 2002
SUNLIGHT FOODS LIMITED (“THE BORROWER”)

Offers are invited in sealed covers for sale of the following assets of M/s.SUNLIGHT FOODS LIMITED located at Village Rohad, Tehsil Bahadurgarh, District – Jhajjar (Haryana) engaged in manufacturing of milling of Atta (Maida and Suji) under the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (the Act) read with Rules 6 to 9 of the Security Interest (Enforcement) Rules, 2002, possession of which was taken by the undersigned being the Authorised Officer (AO) of SASF under section 13(4) read with section 13(9) of the Act .

Property Description	Reserve Price (Rs. lakh)	Earnest Money Deposit (EMD) (Rs. lakh)	Tender Documents Issue	Date of Inspection	Last Date of Submission of Sealed Tenders	Date of Opening of Tenders
<u>Land and Building (Lot I)</u> All those piece and parcel of land admeasuring 37 Kanals and 19 Marlas bearing Khasra No. 147/12/2, 147/19/2(Min), 147/20, 147/10/1, 147/11, 147/8/2, 147/9 (Min), 147/10/2, 147/12/1 at Village Rohad, Tehsil Bahadurgarh, District Rohtak, in the state of Haryana together with buildings and structures thereon	751.57	75.15	20/9/2013 (Friday) to 19/10/2013 (Monday) between 10.00 hrs to 14.00 hrs	11/10/ 2013 (Friday) between 10.00 hrs to 15.00 hrs	21/10/ 2013 (Monday) upto 17.00 hrs	22/10/2013 (Tuesday) at 11.30 hrs at IDBI Bank Ltd. IDBI Tower, 7th Floor, Cuffe Parade, Mumbai – 400 005.
<u>Plant & Machinery (Lot II)</u> All Movable assets available at the site	95.00	9.50				
<u>Land and Building and Plant & Machinery combined (Lot III)</u>	846.57	84.65				

Brief Description of Properties

All those piece and parcel of land admeasuring 37 Kanals and 19 Marlas bearing Khasra No. 147/12/2, 147/19/2(Min), 147/20, 147/10/1, 147/11, 147/8/2, 147/9 (Min), 147/10/2, 147/12/1 at Village Rohad, Tehsil Bahadurgarh, District Rohtak, in the state of Haryana together with buildings and structures thereon and all plant and machinery attached to the earth, or permanently fastened to anything attached to the earth and every part thereof.

Gist of the terms & conditions appearing in Tender Document:

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 outstanding dues aggregating Rs.77,25,47,738/- as on 31/3/2008 together with further interest and other expenses /costs thereon.
2. The aforesaid properties shall not be sold below the reserve price mentioned above.
3. The sale shall take place on the expiry of thirty days from the date of publication of this notice.

4. The EMD will not carry interest. AO may retain EMD of top three tenderers upto 3 months from the date of opening of the tenders.
5. The successful tenderer will be required to deposit 25% of the sale price at the time of the sale. 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. AO reserves the right to accept or reject any or all tenders without assigning any reasons. In case all the tenders are rejected, AO can negotiate with any of the tenderer or other parties for sale of the properties by private treaty.
7. Submission of the tender document will be sufficient to show that the tenderer has accepted the conditions of sale and has completed the due diligence for the tender auction.
8. The Secured Assets mentioned in the Tender Document are based on the charges/mortgages created by the Borrower in favour of Secured Creditors, the details whereof are given in the tender document. Interested parties are requested to verify the details of the Secured Assets and inspect the records relating to mortgaged assets available with AO on request.
9. Secured creditors do not take responsibility for any errors/omissions/discrepancy/ shortfall etc in the secured Assets or for procuring any permissions etc or for the dues of any authority established by law.
10. The Secured Assets are being sold free from charges and encumbrances of Secured Creditors only.
11. The successful tenderer would be required to bear all the necessary expenses like stamp duty, registration, expenses, tax liabilities etc, if any for transfer of secured asset.
12. The Tender documents can be downloaded from SASF's website www.sasftrust.com from September 20, 2013 to October 21, 2013.

September 20, 2013

Sd/-
Authorised Officer
Ph: 022 -6655 2271/
022-6655 3250
v.viswanathan@idbi.co.in



5th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005.
Ph: 022-22189111. Fax: 022-22150855. Website: www.sasfrust.com

POSSESSION NOTICE

(For immovable property)

Whereas

The undersigned being the Authorised Officer of Stressed Assets Stabilization Fund (SASF) under the Securitisation and Reconstruction of Financial Asset and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under section 13(12) read with rule 8 of the Security Interest (Enforcement) Rules, 2002 issued demand notice dated: **24.06.2008** calling upon the Borrower /Directors/ Guarantors – **M/s. Sunlight Foods Ltd., Mr. Suresh Goel, Mr. Sameer Goel** to repay the amount mentioned in the notice being Rs.77,25,47,738/- (Rupees: Seventy Seven Crore Twenty Five Lakh Forty Seven Thousand Seven Hundred Thirty Eight Only) as on 31.03.2008 and together with further interest and other expenses/cost, thereon with effect from 01.04.2008 at contractual rates upon the footing of compound interest, until payment/ realisation within 60 days from the date of receipt of said notice.

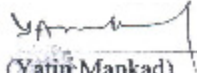
The borrower/directors/guarantors having failed to repay the amount, notice is hereby given to the borrower/directors/guarantors and the public in general that the undersigned has taken Physical Possession of the property owned by **M/s. Sunlight Foods Ltd.** described herein below under section 14(1) of the said Act, read with rule 9 of the said rules on this 08th day of June for the year 2013.

The borrower / directors/guarantors in particular and the public in general is hereby cautioned not to deal with the property and any dealings with property will be subject to the charge of the Stressed Assets Stabilization Fund (SASF) for an amount of Rs.77,25,47,738/- and further interest thereon.

******DESCRIPTION OF THE IMMOVABLE AND MOVABLE PROPERTY******

All those pieces and parcels of land admeasuring 37 Kanal and 19 Marlas situated at Village Rohad, District Rohtak, in the State of Haryana 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.

Date: 08.06.2013
Place: Dist. Rohtak, Haryana


(Yatin Mankad)
Authorised Officer
Stressed Assets Stabilization Fund
(SASF)

INTRODUCTION

1. The Government of India vide Trust Deed dated September 24, 2004 has set up a Trust under the name of “Stressed Assets Stabilization Fund” (SASF). SASF is having its Principal Office at IDBI Tower, 5^h Floor, Cuffe Parade, Mumbai-400 005. Pursuant to the Transfer Deed dated September 30, 2004, Industrial Development Bank of India (IDBI) have, inter alia, assigned / transferred to SASF the financial assistance granted by them to M/s. Sunlight Foods Limited, the Borrower, together with all under lying securities and all rights in respect thereof, for valuable consideration to SASF. Thus, SASF has the absolute right, title, interest and authority to recover all the monies owned by the Borrower to IDBI and to enforce the securities created by the Borrower in favour of IDBI. Therefore, for all the practical purposes, SASF would be treated as if it has stepped into the shoes of IDBI.

2. SASF issued a notice dated June 24, 2008 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.Sunlight Foods Limited, 656/2, Main Rohtak Road, Mundka, New Delhi – 110 041 (hereinafter referred to as 'the Borrower”) and having its Unit situated at,Village Rohad, District Rhotak, in the State of Haryana to repay the amount mentioned in the said notice aggregating to **Rs.77,25,47,738/- (Rupees Seventy Seven Crore Twenty Five Lakh Forty Seven Thousand Seven Hundred Thirty Eight Only)** as on March 31, 2008, together with further interest and other expenses/costs thereon from April 1, 2008 at the contractual rates upon the footing of compound interest, until payment / realization; within 60 days from the date of the said notice. Though the Borrower / Mortgagor received the said notice, they failed to discharge their liabilities in full.

3. M/s. Sunlight Foods Limited had created mortgage on the immovable properties (more particularly mentioned in page No 7) put up for sale, to secure financial assistance / loans availed from IDBI. Both the movable properties and the immovable properties are collectively referred to as the ‘Secured Assets’.

4. SASF has already obtained consent of IFCI (assignee of IIBI) and SBI having charge on the Secured Assets as envisaged under Section 13(9) of the SARFAESI Act.

5. SASF and IFCI(assignee of IIBI) have first pari passu charge and SBI have second charge on immovable and movable properties of the Borrower, which are proposed to be auctioned.

6. The total Principal outstanding of Secured Creditors as on the Record date, as given below, is Rs.15274 lakh (Rupees Fifteen Thousand Two Hundred and Seventy Four Lakh only) together with further charges and other expenses/costs thereon.

(Rs. Lakh)	
Institution/ Bank	Principal Outstanding
SASF	7725
IFCI(aassignee of IIBI)	4160
SBI	3389
Total	15274

7 The AO took physical possession of the Secured Assets situated at 37 Kanal 19 Marlas bearing Khasra No. 147/12/2,147/19/2(Min), 147/20,147/10/1, 147/11, 147/8/2, 147/9 (Min),147/10/2, 147/12/1 at Village Rohad, Tehsil Bahadurgarh District Rohtak, in the State of Haryana on June 8, 2013 in the presence of Witnesses/Panchs, and other officials of SASF after complying with the due procedure established by law. The AO published the possession notice as required under the SARFAESI Rules. The AO has engaged the services of M/s JVD Auctioning Agency Pvt. Ltd. to act as Enforcement Agent –cum- Custodian for SASF as also to protect and guard the Secured Assets located at the aforesaid site.

8 The details of the properties of the Borrower put for sale are mentioned in page Nos. 7- 9 in the Tender Document.

A. Lot I – Land and Building (Immovable properties)

The Secured Assets situated at 37 Kanal 19 Marlas bearing Khasra No. 147/12/2,147/19/2(Min), 147/20,147/10/1, 147/11, 147/8/2, 147/9 (Min),147/10/2, 147/12/1 at Village Rohad, Tehsil Bahadurgarh District Rohtak, in the State of Haryana.

B. Lot II – Plant and Machinery (Movable properties)

All the movable assets available at the site.

C. Lot III – Both Immovable and Movable properties as mentioned above at Rohad, Tehsil Bahadurgarh, District Rohtak in the State of Haryana.

D Reserve Price

The reserve price and earnest money fixed for both movable and immovable assets is given hereunder:

(Rs lakh)

Sr.No.	Item	Description	Reserve Price	Earnest Money
1	Lot I – Land & Building	The Secured Assets situated at 37 Kanal 19 Marlas bearing Khasra No. 147/12/2,147/19/2(Min), 147/20,147/10/1, 147/11, 147/8/2, 147/9 (Min),147/10/2, 147/12/1 at Village Rohad, Tehsil Bahadurgarh District Rohtak, in the State of Haryana.	751.57	75.15
3	Lot II – Plant & Machinery	Plant & machineries located at the above sites.	95.00	9.50
4	Lot III (both above)	Composite i.e. Lots I and II	846.57	84.65

The Secured Assets proposed to be sold are charged to SASF, IFCI (assignee of IIBI) and SBI for the financial assistance / loans granted by them. The status of the amount is as under:

E Outstanding amount of The Secured Creditors

(Rs. Lakh)

Institution/ Bank	Principal Outstanding
SASF	7725
IFCI(aassignee of IIBI)	4160
SBI	3389
Total	15274

Terms and Conditions

1. The Authorized 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 is selling the Secured Assets mentioned in page No(s). 7 - 9 herein and the same are being sold free from charges and encumbrances of only the Secured Creditors, mentioned at page 6.
2. The Tender document can be obtained from 20/9/2013 to 19/10/2013 between 10.00 hrs to 14.00 hrs .The Tender Document can also be downloaded from SASF Website www.sasftrust.com during the period.
3. The reserve price for Lot No. I i.e. Land and Building admeasuring 37 Kanals and 19 Marlas at Village Rohad, District Rohtak, in the State of Haryana is Rs.751.57 lakh, for Lot No. II i.e. plant & machinery available at the site is Rs. 95 lakh and for Lot No. III i.e. Composite Lot inclusive of all the aforesaid Lots is Rs.846.57 lakh. The aforesaid Secured Assets shall not be sold below the reserve price.
4. The interested buyers can inspect the Secured Assets, which are on sale, between 1000 hours to 1500 hours at their own cost on October 11, 2013 in the presence of a representative of the Authorised Officer (AO) available at the site to facilitate the inspection. The interested buyers can inspect the documents regarding the charged assets at their own cost on any day between October 17-18, 2013 in the presence of a representative of AO, with prior appointment.
5. The interested buyers may submit their unconditional and unqualified bids in two separate sealed covers to the AO (SASF, IDBI Tower, 5th floor, Cuffe Parade, Mumbai – 400 005) so as to reach him not later than 1700 hours on October 21, 2013. One sealed cover containing a Demand Draft (DD) for EMD as indicated in the sale advertisement, drawn in favour of 'Stressed Assets Stabilization Fund' payable at Mumbai as Earnest Money Deposit (EMD), which shall be superscribed “EMD for Property – Lot I or Lot II or Lot III” (please specify the lot number) and another sealed cover superscribed with “Tender for Sunlight Foods Limited - Property – Lot I or Lot II or Lot III ” (please specify the lot number) containing the Tender amount. In case, bids for Lot I+II are equal to the bid for Lot III; preference would be given to Bids for Lot III.
6. The sealed Tenders will be opened by the AO in the presence of the interested buyers on October 22, 2013 at 11.30 hours at IDBI Tower, Mumbai. Covers containing EMD shall be opened first and only those tenderers will be permitted to remain present whose DD for EMD are found to be in order. The amount of EMD will not carry any interest.
7. The second cover of only those tenderers will be opened whose cover containing EMD have been found to be in order.
8. The top three tenderers shall have the opportunity to increase their offers, in an open bidding manner.
9. The AO reserves his right to retain the EMD of top three tenderers up to three months from the date of opening of tenders. The EMD of other tenderers will be returned on the same date.
10. The successful tenderer will be informed in writing about the decision of Secured Creditor by AO as expeditiously as possible and will be required to deposit 25% of the sale price by DD

drawn in favour of Stressed Assets Stabilization Fund, Mumbai payable at Mumbai at the time of the sale. The balance 75% of the sale price shall have to be paid within 15 days there from the date of intimation of acceptance of the bid/s or such extended period as may be agreed upon in writing as per the directions of AO.

11. In case, the successful tenderer fails to deposit the 25% of the sale price, the AO shall forfeit the EMD and the amount deposited, if any, and if the successful tenderer fails to deposit the balance sale price, in full, within the stipulated period, then he/she shall forfeit the EMD and the balance amount so deposited.

12. In the event of highest tenderer failing to comply with the payment terms, The AO reserves the right to sell the Secured Assets to the second / third highest Tenderer in the above manner, who shall also be treated as the successful tenderer mentioned in clause 9 above and further in terms of this Tender Document.

13. The defaulting purchaser (earlier successful tenderer) shall forfeit all claims to the Secured Assets or to any part of the sum for which it may be subsequently sold.

14. On confirmation of sale and upon the terms of payment have been complied with, the AO exercising the power of sale shall issue a certificate of sale of the movable properties and a certificate of sale of the immovable properties in favour of the purchaser in terms of the Security Interest (Enforcement) Rules, 2002.

15. The possession of the immovable properties and movable properties shall be handed over to the successful Tenderer on receipt of the entire purchase consideration.

16. The successful tender (s) for the lot II consisting of plant and machineries shall, if they have not acquired the land where such plant, machinery are situated, remove the plant, machinery acquired by them within 15 days from the date of payment of the balance amount of 75% of the offer amount as stated in clause 10.

17. The sale of Secured Assets is on "as is where is" basis and "as is what is" basis and "whatever there is" basis and "no recourse" basis. The description of immovable properties is based on the mortgages created by the Borrower with the lender / secured creditor and the representations made by them. The AO does not take any responsibility for any shortfall of the movable / immovable properties or for procuring any permissions, etc. or for the dues of any authority established by law.

18. The interested buyers may carry out their own due diligence. They may also verify at their own cost and in their own interest the area of land and details of movable properties and any other relevant information before submitting the tenders. They may inspect the records relating to the mortgage available with the AO on request. The AO/Secured Creditor shall not be responsible for any discrepancy or shortfall in the Secured Assets.

19. The purchaser will be required to bear all the necessary expenses like stamp duty, registration expenses, etc. for transfer of Secured Assets in his/her name or nominees, at the discretion of AO. The purchaser of the movable assets has to discharge the tax liabilities, if any, without seeking any reimbursement from SASF.

20. The AO will 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 and also to withhold/defer/withdraw the auction without assigning any reason at any time during the process of the sale.

21. A Tenderer shall be deemed to have full knowledge of the relevant documents, Secured Assets etc. whether he/she inspects or visits or not.

22 The AO reserves the right to accept or reject any or all bids / tenders without assigning any reasons. In case, all the tenders are rejected, AO can negotiate with any of the tenderers or other parties for sale of the Secured Assets by private treaty.

23. All disputes arising amongst the parties shall be adjudicated according to Indian Law and the Courts in Mumbai alone shall have jurisdiction to entertain /adjudicate such disputes.

Annexure

**Tender for purchase of immovable and movable properties of
M/s. Sunlight Foods Limited**

Name and particulars of the Tenderer :

Tenderer's Permanent Account Number (PAN) :

Tender amount : Rs.

for land & Building admeasuring 37 Kanals
and 19 Marlas at Village Rohad, District
Rohtak in the State of Haryana. (Lot-I) :Rs.

for Plant and Machinery(ies) (Lot-II) : Rs.

for Composite Lots of all the above properties (Lot-III) : Rs.

Name and particulars of the person in whose name the assets are to be purchased.
Particulars of DDs and cheques:

Brief profile of the Tenderer / Purchaser

I have read the terms and conditions of the Tender and have perused the relevant paper and have carried out my own due diligence. In case any information is found to be incorrect, I shall not hold AO or SASF responsible for the same and shall not have any claim against either of them.

Date:_____

Place:_____

Signature of the duly authorized official of the Tenderer

**Earnest Money Deposit for purchase of immovable and movable properties of
M/s Sunlight Foods Limited**

Name and particulars of the Tenderer :

Tenderer's Permanent Account Number (PAN) :

Earnest Money Deposit : Rs.
for land & Building situated admeasuring
37 Kanals and 19 Marlas at Village Rohad, District
Rohtak in the State of Haryana (Lot I) : Rs

for Plant and Machinery(ies) (Lot-II) : Rs.

for Composite Lots of all the above properties (Lot-III) : Rs.

Name and particulars of the person in whose name the assets are to be purchased.

Particulars of DDs and cheques:

I have read the terms and conditions of the Tender and have perused the relevant paper and have carried out my own due diligence. In case any information is found to be incorrect, I shall not hold AO or SASF responsible for the same and shall not have any claim against them.

Date:_____

Place:_____

Signature of the duly authorized official of the Tenderer.

