



# Catalyst Trusteeship Limited

Believe in yourself... Trust us!

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**Regd Office:** GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411 038 Tel: 020 66807200

**Delhi Office:** Office No. 910-911, 9th Floor, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi-110001 , Tel: 011 43029101/02 Email: dt@ctltrustee.com website : [www.catalysttrustee.com](http://www.catalysttrustee.com), CIN No. U74999PN1997PLC110262

## Appendix IV-A | [See proviso to Rule 8(6)]

### E-AUCTION SALE NOTICE FOR SALE OF IMMOVABLE PROPERTY

Public Auction for E-Auction Sale of Immovable Assets under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act, 2002") read with proviso to Rule 8 (6) of the Security Interest (Enforcement) Rules, 2002.

That, ECL Finance Limited (hereinafter referred to as "ECL") (hereinafter collectively referred to as the "Assignor") has assigned the debts of Smaash Entertainment Private Limited (hereinafter referred as the "Borrower") together with underlying securities in favour of Edelweiss Asset Reconstruction Company Limited acting in its capacity as the trustee of EARC Trust SC-384 (hereinafter referred to as "EARC") vide Assignment Agreement dated 28th June 2019. Pursuant to the said assignment, EARC stepped into the shoes of the Assignor. Catalyst Trusteeship Limited has been appointed as the Debenture Trustee by the Borrower (hereinafter referred as the "CTL/Trustee/Secured Creditor"), acting as a trustee in trust and for the benefit of Edelweiss Asset Reconstruction Company Limited (trustee of EARC Trust SC-384).

Notice is hereby given to the public in general and in particular to the Borrower and Mortgagors/Guarantor(s) that the below described immovable property mortgaged to the Secured Creditor, the possession of which has been taken by the Authorised Officer ("AO") of CTL on 8th December 2022. Now, CTL acting in its capacity as Trustee of Edelweiss Asset Reconstruction Company Limited (trustee of EARC Trust SC-384) exercises its rights and will to sell the below described Immovable property on "As is where is", "As is what is", and "Whatever there is" and "No Recourse" basis on **30th December 2025, from 11:00 A.M. to 12:00 P.M. (IST) onwards with unlimited extension of 5 (five) Minutes each** through E-Auction Agency e-Procurement Technologies Limited (Auction Tiger), on their website/portal <https://edelweissarc.auctontiger.net> for recovery of **Rs. 440,06,61,381/- (Rupees Four Hundred and Forty Crore, Six Lakh Sixty-One Thousand Three Hundred and Eighty-One Only)** being due as on **30th June , 2025**, due to the Secured Creditor from Borrower, Guarantors and Mortgagor namely, Smaash Entertainment Private Limited, Mr. Shripal Morakhia, Ms. Kalpana Morakhia, Mr. Sushil Karalkar, Mr. Paresh Patel, SAM Family Trust, AHA Holdings Pvt. Ltd., Elements Learning Centre Pvt. Ltd., Smaash Entertainment USA Ltd. together with future interest, charges and costs thereon, till the date of such payment

The details with respect to the E-auction along with the description of the Immovable property are as follows:

Reserve Price : Rs. 16,75,00,000/-	Earnest Money Deposit : Rs. 1,67,50,000/-
<b>Description of the Secured Asset</b>	
<p>All that piece and parcel of Flat No. A2 on the 5th Floor admeasuring 1288 Sq. Ft. Built up area of the Building 'A' ("5th Floor Flat") and Flat No. A2 on the 6th Floor admeasuring 1288 Sq. Ft. Built up area of the Building 'A' ("6th Floor Flat") and Garage No. A2/5 ("Garage A2/5") and Garage No. A2/6 ("Garage A2/6") in Prithvi Apartment Co-operative Housing Society Limited situate at 21, Altamount Road, Mumbai-400026 in the registration District and Sub-District of Bombay bearing Cadastral Survey No. 641/644, 24/644, 648(part), 649 and 668(part) of Malabar and Cumballa Hill Division.</p> <p>Together with the other structures, erections etc. now erected or to be hereafter erected thereon or any part thereof together with all structures erections, houses, out houses, edifices, courts, compound, yards, wells , water, water courses, sewers, drains, ways, passages, lights, liberties, right, privileges, easements, advantages and appurtenances whatsoever to the said land, hereditaments and premises or any part thereof now or heretofore held, used or enjoyed or reputed as part or member thereof or to be appurtenant thereto including all the estates, right, title, interest, property, claim and demand of the Mortgagors into and upon the said premises and every part thereof.</p>	
<b>Other important details</b>	
<b>Site Inspection :</b>	From 15th December 2025 to 19th December 2025, between 11:00 am to 4:00 pm (IST) with prior appointment
<b>Document Verification</b>	From 15th December 2025 to 19th December 2025 on working days between 11:00 am to 4:00 pm (IST)
<b>EMD amount payment</b>	By 5:00 pm (IST) on 29th December 2025
<b>Last Date of submission of bid document</b>	By 5:00 pm (IST) on 29th December 2025
<b>Time of E-auction sale</b>	11:00 A.M. to 12:00 P.M (IST) on 30th December 2025
<b>Officer contact details</b>	<b>Name:</b> Mr. Pankaj Kumar Rohilla, Ph. No. 022 49220510 <b>Email:</b> teamlegal@ctltrustee.com

For detailed terms and conditions of the sale, please refer to the link provided in CTL's website and EARC's website i.e. <https://www.catalysttrustee.com> and <https://www.edelweissarc.in> respectively.

**Date: 09.12.2025**

**Place: Mumbai , Maharashtra**

**Authorised Officer**  
**Catalyst Trusteeship Limited**



### BID DOCUMENT FOR E-AUCTION

Whereas Catalyst Trusteeship Limited ("Catalyst/Debenture Trustee") acting in its capacity as debenture trustee in trust and for the benefit of Edelweiss Asset Reconstruction Company Limited (trustee of EARC Trust SC 384) ("EARC"/ "Debenture Holder"), acting through its Authorised Officer, in exercise of its power under Section 13(4) & 13(12) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI Act, 2002") read with Rule 6, 8 and 9 of Security Interest (Enforcement) Rules, 2002 (rules) has decided to sale through **e-Auction** the Secured Asset mentioned in **ANNEXURE - I** for realization of the secured debt. The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules 2002 and to the following further conditions:

<b>Auctioneer Name</b>	<b>Catalyst trusteeship Limited</b> <b>Trustee of EARC Trust SC 384 (EARC)</b> 901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400013, Maharashtra
<b>Auction to be Conducted by</b>	M/s E-Procurement Technologies Pvt. Ltd. - (Auction Tiger) ("Service Provider") B-705, Wall Street II, Opp. Orient Club, Near Gujrat College, Ellis Bridge, Ahmedabad – 380 006 Gujarat (India).
<b>Auction Schedule</b>	<b>Date of Auction:- December 30 , 2025.</b> <b>Timings:</b> -As per the E-Auction Notice published <b>Auction Website :-</b> <a href="https://edelweissarc.auctiontiger.net">https://edelweissarc.auctiontiger.net</a>
<b>Annexure</b>	<ol style="list-style-type: none"><li>1) Terms &amp; conditions of e-Auction (Annexure – I)</li><li>2) Details of Bidder (Annexure – II)</li><li>3) Declaration by Bidder(Annexure – III)</li><li>4) Affidavit (Annexure IV)</li><li>5) Confirmation by Bidder Regarding Receipt of Training (Annexure – V)</li><li>6) Price Confirmation letter by H1 Bidder (Annexure VI)</li><li>7) Sale Certificate Format (Annexure – VII)</li></ol> <p><b>INSTRUCTION:</b> Annexures II to VI are required to be duly filed in and signed by the bidder and thereafter uploaded on the website <a href="https://edelweissarc.auctiontiger.net">https://edelweissarc.auctiontiger.net</a></p>
<b>Special Instructions</b>	<b><u>Bidding in the last minutes and seconds should be avoided in the bidder's own interest. Neither the Service Provider nor Catalyst will be responsible for any lapses / failure on the part of the Bidder, in such cases.</u></b>

## ANNEXURE I

### **A. E-Auction bidding Terms and Conditions**

1. Computerized e-Auction shall be conducted by service provider **E-PROCUREMENT TECHNOLOGIES LTD – Auction Tiger (“Service Provider”)** on behalf of **Catalyst**, on pre-specified date, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidders themselves. Please note that failure of Internet connectivity (due to any reason whatsoever it may be) shall be sole responsibility of bidders and neither Catalyst nor Service Provider . shall be responsible for these unforeseen circumstances. **In order to, ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and be able to participate in the e-Auction successfully. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.**
2. The Service Provider shall arrange to train the bidder(s), without any cost. The Service Provider shall acquaint bidder regarding the bidding process, functions and e-Auction rules. All the bidders required to ensure that compliance regarding receipt of training before start of bid process.
3. **Property for Bid:** Sale of following Secured Assets by Catalyst under SARFAESI Act, 2002 -

<b>Details Of Assets for Auction/Sale</b>	<b>Reserve Price</b>	<b>Earnest Money Deposit [EMD]</b>
All that piece and parcel of Flat No. A2 on the 5th Floor admeasuring 1288 Sq. Ft. Built up area of the Building 'A' ("5th Floor Flat") and Flat No. A2 on the 6th Floor admeasuring 1288 Sq. Ft. Built up area of the Building 'A' ("6th Floor Flat") and Garage No. A2/5 ("Garage A2/5") and Garage No. A2/6 ("Garage A2/6") in Prithvi Apartment Co-operative Housing Society Limited situate at 21, Altamont Road, Mumbai-400026 in the registration District and Sub-District of Bombay bearing Cadastral Survey No. 641/644, 24/644, 648(part), 649 and 668(part) of Malabar and Cumballa Hill Division.  Together with the other structures, erections etc. now erected or to be hereafter erected thereon or any part thereof together with all structures erections, houses, out houses, edifices, courts, compound, yards, wells , water, water courses, sewers, drains, ways, passages, lights, liberties, right, privileges, easements, advantages and appurtenances whatsoever to the said land, hereditaments and premises or any part thereof now or heretofore held,	<b>Rs.16,75,00,000</b>	<b>Rs.1,67,50,000</b>

used or enjoyed or reputed as part or member thereof or to be appurtenant thereto including all the estates, right, title, interest, property, claim and demand of the Mortgagors into and upon the said premises and every part thereof.		
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4. **Type of Auction:** e-Auction
5. **Bidding Currency & Unit of Measurement:** Bidding will be conducted in Indian Rupees (INR) Only.
6. **Starting (Opening) Price / Bid Increment:** The opening price of the auction and the bid Increment value shall be available to the bidders on their bidding screen. The bid increment value will be **Rs. 1,00,000/-** i.e. each bid has to be increased by a **minimum of Rs. 1,00,000/-**
7. **Bid Price:** The Bidder has to quote the total price.

**B. Procedure of e-Auctioning**

- i. **e-Form Submission:** All interested bidders need to fill online form available on e-Auction domain with necessary details.
- ii. **Online e-Auction:**
  - Catalyst will declare its **Opening Price (OP)**, which shall be visible to the all Bidders during the start of the e-Auction. Please note that the start price of an item in online e-Auction is open to all the participating bidders. Any bidder can start bidding, in the online e-Auction, from the start price itself. Hence, the first online bid that comes in the system during the online e-Auction can be equal to the auction's start price, or higher than the auction's start price by one increment, or higher than the auction's start price by multiples of increment. The second online bid and onwards will have to be higher than the H1 rate by one increment value, or higher than the H1 rate by multiples of the increment value.
  - **"Bid Increase Amount"** is **Rs. 1,00,000/-** which the bidders can view on their bidding screen and the bidders will have to increase the bid amount in multiple of **"Bid Increase Amount"**. The minimum increment value in the present E-auction is **Rs. 1,00,000/-**.
  - If a bidder places a bid in the last 5 (Five) minutes of closing of the e-Auction and if that bid gets accepted, then the auction's duration shall automatically get extended for another 5 (Five) minutes, from the time that bid comes in. Please note that the auto-extension shall be for unlimited times and will take place only if a valid bid comes in last 5 (Five) minutes of closing. If valid bid is not received, the auto-extension will not take place even if that bid might have come in the last 5 (Five) minutes. In case, there is no bid in the last 5 (Five) minutes of closing of e-Auction, the auction shall get closed automatically without any extension. **However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.**
  - Successful Bidder shall be required to submit the final prices, quoted during the e-Auction as per Annexure – VI after the completion of Auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before the start of auction.

9. During e-Auction, if no bid is received within the specified time, Catalyst at its discretion may decide to revise Opening price / scrap the e-Auction process / proceed with conventional mode of tendering.
10. The bid once submitted by the bidder, cannot be cancelled / withdrawn and the bidder shall be bound to buy the secured Assets at the final bid price. **The failure on part of bidder to comply**

**with any of the terms and conditions of the e-auction notice and Tender Document will result in forfeiture of the amount paid by the defaulting bidder.**

11. The bidders will be able to view the following on their screen along with the necessary fields in the E Auction:
  - a. Leading Bid in the Auction (H1 – Highest Rate)
  - b. Bid Placed by bidder
  - c. Opening Price & Minimum Increment Value.
  - d. The bid rank of bidder in the auction.
12. The decision of the Catalyst regarding declaration of successful bidder shall be final and binding on all the Bidders.
13. The Catalyst shall be at liberty to cancel the e-Auction process / tender at any time, before declaring the successful bidder, without assigning any reason.
14. The Catalyst / Service Provider shall not have any liability towards bidders for any interruption or delay in access to the site irrespective of the cause.
15. The bidders are required to submit acceptance of the terms & conditions and modality of e-Auction given above before participating in the e-Auction in Annexure III.
16. **Duration of Auction:** The auction of secured assets is scheduled to be conducted on day & time as specified in the E-auction notice published in the newspapers. There will be unlimited extensions of 5 (five) minutes duration each if any valid bid is received in last 5 (five) minutes of the close of auction. The bidders are cautioned not to wait till the last minute or last few seconds to enter their bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc.
17. **Successful bidder:** At the end of the E-Auction, Catalyst will evaluate all the bids submitted and will decide upon the successful bidder. Catalyst's decision will be final & binding on all the bidders.

### **C. Terms & Conditions for E- Auction Sale**

1. The e-auction sale of Secured Assets is on “as is where is”, “as is what is”, “whatever there is” and “no recourse” basis for and on behalf of the Catalyst Trusteeship Limited (“**Catalyst**”/ “**Debenture Trustee**”) acting in its capacity as debenture trustee in trust and for the benefit of Edelweiss Asset Reconstruction Company Limited (trustee of EARC Trust SC 384) (“**EARC**”/ “**Debenture Holder**”).
2. In respect of the Secured Assets, Secured Creditors have outstanding dues of **Rs. 440,06,61,381/- (Rupees Four Hundred and Forty Crore, Six Lakh Sixty-One Thousand Three Hundred and Eighty-One Only)** being due as on **30<sup>th</sup> June, 2025**, towards the financial assistance availed by the Borrower, together with future interest, charges and costs thereon, till date of payment. Bid document containing detailed terms and conditions of sale can be obtained from <https://edelweissarc.auctontiger.net> and Catalyst from December 10, 2025 to December 29, 2025.
3. The interested party(s) at the specified timings provided by the Authorised officer (“AO”), at their own cost, in the presence of the AO or a representative of the AO available at the site to facilitate the inspection and any document pertaining to the Secured Assets shall be available for inspection upon request and prior appointment of Authorized Officer on above given coordinates. The interested party(s) are requested in their own interest, to take inspection of the Secured Assets put up for auction sale and satisfy themselves about the nature and condition of the said Secured Assets and other relevant details pertaining to the above-mentioned Secured Assets before submitting their bids. Statutory/Government dues if any like property taxes, sales tax, excise dues and other dues such as electricity dues, maintenance charges, society dues etc., if any should be ascertained and borne by the Bidders.
4. For participating in online e-auction sale, Bid document, copies of PAN CARD, Board Resolution in case of Company, photo id and address proof are required to be submitted along with EMD, which is payable by way of **RTGS/NEFT** in the name of **Catalyst Trusteeship Limited**, account No. 914020039889735, **Axis Bank**, Mumbai Fort Branch, IFSC Code No. UTIB0000004 on or before 5:00 PM on December 29, 2025. Once an Online Bid is submitted, same cannot be withdrawn. Further if any EMD is submitted by bidder will be required to send the UTR/Ref no of the RTGS/NEFT with a copy of cancelled cheque on the e-mail id [pankaj.rohilla@ctltrustee.com](mailto:pankaj.rohilla@ctltrustee.com) ; [teamlegal@ctltrustee.com](mailto:teamlegal@ctltrustee.com) and [ComplianceCTL-Mumbai@ctltrustee.com](mailto:ComplianceCTL-Mumbai@ctltrustee.com) .
5. The Secured Assets shall be sold by the undersigned by way of **Electronic Public Auction on December 30, 2025** through e-Auction Agency **M/s. e-Procurement Technologies Ltd. (“Service Provider”)** <https://edelweissarc.auctontiger.net> between **11.00 A.M. to 12.00 P.M. (IST)** with auto extension clause, i.e. the end time of e-Auction will be extended by 5 (five) minutes each time if bid is made before close of e-Auction.
6. The EMD will not carry any interest. EMDs of those interested bidders who have submitted the bid but do not participate in the auction or wish to withdraw from the auction process will be forfeited. EMD of the participating unsuccessful bidders will be returned within 15 (fifteen) working days to the same bank account used by the participant for payment of EMD.
7. The bidders may participate in the e-auction from their own office/place of their choice. Internet connectivity shall have to be arranged by each bidder himself/itself. The Authorised officer and/or the service provider shall not be held responsible for the internet connectivity, network problems, system crash down, power failure, etc.
8. For details, help, procedure and online training on e-auction, prospective bidders may contact **M/s e-Procurement Technologies Limited (Auction Tiger) as given below**

<b>Helpdesk numbers</b>	09265562821, 09265562818, 099785 91888
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<b>Email ids</b>	<a href="mailto:arc@auctiontiger.net">arc@auctiontiger.net</a> , <a href="mailto:support@auctiontiger.net">support@auctiontiger.net</a>
<b>e-Auction Portal</b>	<a href="https://edelweissarc.auctiontiger.net">https://edelweissarc.auctiontiger.net</a>

9. The bidder will be required to submit the bid either at or above the reserve price in the prescribed manner as mentioned in Annexure II along with the EMD amount. In case the bidder fails to submit the bid on E-auction platform, then the bid amount submitted in Annexure II shall be treated as final bid from the respective bidder. In case of any non-submission of bid in Annexure II / discrepancy in bid submitted in Annexure II, the reserve price shall be treated as final bid from the respective bidder.
10. The Successful Bidder will be required to deposit 25% of the sale price (including the EMD already deposited) on the same day or not later than next working day and the balance 75% amount of the sale price is to be paid within 15 (fifteen) days of the confirmation of sale, as the case may be. In case of failure to deposit the balance amount within the prescribed period, the amount of EMD and/or deposited amount shall stand forfeited and no claim shall be entertained against Catalyst in respect thereof.
11. The AO shall have right to extend the period for making the balance payment post issuance of 'Certificate for Confirmation of Sale' but the same does not vest any right in favour of the highest bidder to seek additional time to make the balance payment. The aforesaid right vested in favour of the AO to grant extension of time to make the balance payment is discretionary in nature and will be exercised by the AO only if the AO deems it fit and necessary. Further, such amount will also be carrying interest for the extended period at the rate solely at the discretion of the AO.
12. AO reserves the absolute right and discretion to accept or reject any or all Bids or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without prior notice and/or without assigning any reasons in respect thereof. The decision of the AO in this regard shall be final and binding.
13. The secured assets will be open for inspection on December 15, 2025 to December 19, 2025 between 11:00 AM to 4:00 PM after taking prior appointment of Catalyst Trusteeship Limited. The bidders are requested in their own interests, to take inspection of the asset put up for auction and satisfy themselves about the nature and condition of the said asset and other relevant details pertaining to the secured assets before submitting their bids. Statutory/Government dues if any like property tax, sales tax, excise dues, society dues and other dues if any, should be ascertained by the bidders.
14. The Secured Assets mentioned in the Bid Document is based on the charges/mortgages created by the Borrower/Mortgagor(s)/Guarantor(s) in favor of Secured Creditor/s. Interested parties are requested to verify details of the Secured Assets.
15. The Secured Assets is being sold free from charges and encumbrances of Secured Creditor/s only.
16. The Successful Bidder would be required to bear all the necessary expenses like stamp duty, registration, incidental costs, expenses including sales tax and/or any other taxes or expenses relating to sale and transfer of Secured Assets.
17. The Catalyst or the AO of Catalyst will not be held responsible for any charge, lien, encumbrance, property tax or any dues to the Government or anybody in respect of the Secured Assets.
18. Catalyst is not aware of any known statutory liabilities relating to the Secured Assets. If any such other statutory liabilities are discovered at a subsequent stage, the same shall be solely dealt with by the Successful Bidder at his own costs and expenses.
19. The sale of the Secured Assets is subject to the terms and conditions prescribed in the SARFAESI Act and Security Interest (Enforcement) Rules, 2002 and the conditions mentioned hereinabove. Hence the bidders are advised to carefully go through the said terms and conditions before submitting their bids.
20. In case there is a discrepancy between the publications of sale notice in English and Vernacular Newspaper, then in such case the English newspaper will supersede the vernacular newspaper and it shall be considered as the final copy, thus removing the ambiguity.
21. The Borrower/Guarantor(s)/Mortgagor(s) may treat this as a 15 (fifteen) days' Sale Notice under Rule 8(6) read with Rule 9 of the Security Interest (Enforcement) Rules, 2002.

22. The details of the secured assets are true and correct to the best of the knowledge of the AO of Catalyst. However, interested parties are requested to inspect and verify details of the secured assets before submitting their bid. The Authorized Officer shall not be responsible for any error, mis-statement, omission in the description of the secured assets.
23. For any further clarifications regarding the sale including Bid document containing detailed terms and conditions of sale will be available for Bidders, please contact +91 9158364409 and 022 49220555/510 or email at [pankaj.rohilla@ctltrustee.com](mailto:pankaj.rohilla@ctltrustee.com) ; [teamlegal@ctltrustee.com](mailto:teamlegal@ctltrustee.com) and [ComplianceCTL-Mumbai@ctltrustee.com](mailto:ComplianceCTL-Mumbai@ctltrustee.com)

**Other Terms & Conditions for Sale of the Secured Assets**

1. The 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 and the same is being sold free from charges and encumbrances of the Secured Creditors only. Any other liabilities including statutory liabilities if any associated with the Secured Assets shall be borne wholly by the purchaser only. Sale shall take place after expiry of 15 (fifteen) days from the date of publication of the sale notice.
2. Sale shall not take place below the reserve price.
3. Interested buyers can inspect the Secured Assets at the specified timings (as mentioned in the E-Auction notice) at their own cost, in the presence of the AO or a representative of the AO available at the site to facilitate the inspection. The interested buyers can, with prior appointment from AO, inspect the security documents regarding the charged assets at their own cost, at the AO's office in the presence of the AO or a representative of the AO.
4. On confirmation of sale and if the terms of payment have been complied with, the AO exercising the power of sale shall issue a certificate of sale of the Secured Assets in favor of the purchaser in terms of the Security Interest (Enforcement) Rules, 2002.
5. The AO does not take any responsibility for procuring any permission, etc. or for the dues of any authority established by law. The Secured Assets are being sold free from charges and encumbrances of Secured Creditors only.
6. 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 any other relevant information before submitting the Bids. They may inspect the records relating to the mortgage available with the AO with prior appointment of AO. The AO/Secured Creditors shall not be responsible for any discrepancy or shortfall in the Secured Assets.
7. The specific details of the litigations known will be shared with the interested bidders. Further, all interested bidders are required to conduct their independent due diligence regarding the same before placing any bid for the property.
8. A Bidder shall be deemed to have full knowledge of the relevant documents, Secured Assets etc. whether he/she inspects or visits or not.
9. 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.
10. Nomination by successful bidder will not be permitted.

Sd/-  
Authorised Officer

## **E. General Instructions for E-Auction**

Note: Bidder(s) will have to go through the ANNEXURES uploaded on the Web Portal (<https://edelweissarc.auctiontiger.net>) and follow the following procedures:

1.	<b>Annexure – II:</b> All the Prospective Bidder(s) will have to: ➤ get the printout ➤ fill it up and sign ➤ Submit it to concerned officer via E-Mail/RPAD/Hand Delivery before last date of submission of EOI and upload the scanned copy while submitting the Bid.
2.	<b>Annexure – III:</b> All the Prospective Bidder(s) will have to: ➤ get the printout ➤ fill it up and sign ➤ upload the scanned copy while submitting the bid and email Annexure III to the AO on the shared email ids of the secured creditor.
3.	<b>Annexure – IV:</b> All the Prospective Bidder(s) will have to: ➤ get the printout ➤ fill it up and sign ➤ upload the scanned copy while submitting the bid and the affidavit to the AO on the shared email ids of the secured creditor
4.	<b>Annexure – V:</b> Immediately after receipt of Training, all the Prospective Bidder(s) will have to: ➤ get the printout ➤ fill it up and sign ➤ upload the scanned copy while submitting the bid
5.	<b>Annexure – VI:</b> Immediately after completion of e-bidding Process, the Bidder(s) will have to: ➤ get the printout ➤ fill it up and sign ➤ email the scanned copy to the Authorised Officer/ Debenture Trustee as mentioned in the website of Service Provider <a href="https://edelweissarc.auctiontiger.net">https://edelweissarc.auctiontiger.net</a>
6.	<b>Annexure – VII:</b> The Sale Certificate shall be issued to the highest successful bidder on payment of Total Sale Consideration Amount.

**ANNEXURE – II**  
**DETAILS OF THE BIDDER**

*(Read carefully the terms and conditions of sale before filling-up and submitting the bid)*

Name and particulars of the Bidder :  
Postal Address of the Bidder :  
Phone/Cell Number and Email ID :  
Bidder's Permanent Account Number (PAN) :  
Bid Amount :  
Earnest Money Deposit (EMD) for Purchase of Secured Assets :  
Date of Submission of Bid :  
Whether EMD remitted : (Yes/No)  
Date of Remittance :  
EMD Remittance Detail : Name of Bank  
\_\_\_\_\_  
Branch  
\_\_\_\_\_  
Account Number  
\_\_\_\_\_  
IFSC Code No:  
\_\_\_\_\_  
\_\_\_\_\_  
Particulars of NEFT/RTGS/DD for EMD :  
Name and Particular of the person/Company in whose name the Secured Assets are to be purchased:

Brief profile of the Bidder / Purchaser:

I/We declare that I/We have read and understood all the above terms and conditions of e-auction sale and the auction notice published in the daily newspaper which are also available on the website <https://edelweissarc.auctiontiger.net> and shall abide by them. We have further perused the relevant paper/documents and carried out my/our own due diligence. In case any information if found to be incorrect, I/we shall not hold the Authorised Officer or Catalyst responsible for the same and shall not have any claim against either of them. I/We also undertake to improve my/our bid by one bid incremental value notified in the sale notice if I/We am/are the sole successful bidder.

In case our Bid for purchase of Secured Assets is accepted by the Authorised Officer, I/We am/are

solely responsible for all formalities and legal obligations related to payment of stamp duty, registration of sale certificate and payment of sales tax leviable and payable as per the laws of the land on sale of Secured Assets. All the necessary taxes and expenses like stamp duty, registration expenses, sales tax, etc. for transfer of Secured assets in my/our name will be paid by me/us.

.....  
(Name & Signature of the Bidder)

**\*Mandatory: Bidders are advised to preserve the EMD Remittance Challan.**

***Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded on the website <https://edelweissarc.auctiontiger.net> [ during the time of submission of the bid.***

**ANNEXURE - III**  
**DECLARATION BY BIDDER(S)**

*[To be stamped with adequate value under the Stamp Act applicable to the particular state and duly attested by Notary Public]*

**To,**  
**The Authorised Officer,**  
**Catalyst Trusteeship Limited**  
**Trustee of EARC Trust SC 384**  
**901, 9th Floor, Tower-B, Peninsula Business Park,**  
**Senapati Bapat Marg, Lower Parel (W),**  
**Mumbai – 400013, Maharashtra**

**Date:**

**Dear Sir,**

1. I/We, the bidder/s do hereby state that, I/We have read the bid document. I/We have read the terms and conditions of the sale and have understood them fully. I/We, hereby unconditionally agree to abide with and to be bound by the said terms and conditions and agree to take part in the E-Auction.
2. I/We declare that the EMD deposited along with my/our bid was/were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our knowledge and belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the offer/bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Authorised Officer and that the Authorised Officer will be at liberty to annul the offer made to me/us at any point of time.
4. I/We understand that in the event of me/us being declared as successful bidder by the Authorised Officer in his sole discretion, I/We are unconditionally bound to comply with the terms and conditions of sale. I/We also agree that if my/our bid for purchase of the assets is accepted by the Authorised Officer and thereafter if I/We fail to make payments within the time lines mentioned in the terms and conditions of sale or fail to comply or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified in the bid document for any reason whatsoever and/or fail to fulfill any/all of the terms and conditions, the EMD and any other monies paid by me/us along with the bid and thereafter shall be forfeited by the Authorised Officer and I/We shall have no right to claim refund of the forfeited amount.
5. I/We also agree that in the eventuality of forfeiture of the amount by Authorised Officer, I/We can neither claim any right on the property nor on any part of the sum for which it may be subsequently sold.
6. I/We understand and agree that the responsibility of registration of the Sale Certificate is completely on the highest bidder/Successful Bidder. I/We agree that on receipt of Sale Certificate, I/We shall pay the appropriate stamp duty and registration fees and take all necessary steps for registration of the Sale Certificate.
7. I/We also understand that the EMD of all bidders shall be retained by Catalyst and the EMD of the unsuccessful bidders shall be returned/refunded only after the successful conclusion of the sale of the asset and within 15 (Fifteen) working days from the date of the E-auction. I/We state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.

8. I/We are not a willful defaulter and/or related to the Borrower and/or Guarantors and I/We do not fall under the categories provided under Section 29A of the Insolvency and Bankruptcy Code, 2016 with the Borrower Guarantor and the Secured Creditor.
9. The decision taken by Authorised Officer in all matters with respect to the E-auction shall be binding on me/us.
10. I/We are aware that the Authorised Officer will be well within his rights to amend/modify/add/delete any of the terms and conditions of the E-auction without giving any prior notice. I/We undertake to abide by the additional conditions if any announced during the E-auction and any modification/amendments made by the Authorised Officer in the terms and conditions will be binding on me/us.

Signature	
Name of the Bidder	
Postal Address	
E-mail address and contact number	

Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded on the website <https://edelweissarc.auctiontiger.net> during the time of submission of the bid.

## ANNEXURE - IV

*[To be stamped with adequate value under the Stamp Act applicable to the particular state and duly attested by Notary Public]*

### AFFIDAVIT

#### AFFIDAVIT under Section 29 A of the Insolvency and Bankruptcy Code, 2016 (“Code”)

[To be submitted by each Bidder and in case the Bidder is a consortium, then to be submitted by each member of such consortium]

*[To be stamped with adequate value under the Stamp Act applicable to the particular state and duly attested by Notary Public]*

I, [●], son/ daughter of [●], aged about [●] years, currently residing at [●] and having Aadhaar / Passport number [●], on behalf of [●] having its registered office at [●] (“**Bidder**”) pursuant to authorization dated [●] (as enclosed herewith), do solemnly affirm and state to *Catalyst trusteeship Limited* acting in its capacity as debenture trustee in trust and for the benefit of Edelweiss Asset Reconstruction Company Limited (trustee of EARC Trust SC 384) (hereinafter referred to as “**Catalyst**”/ “**Debenture Trustee**”) with respect to the debt of Borrower / Issuer i.e. **Smaash Entertainment Private Limited** that:

1. I am duly authorized and competent to make and affirm this instant affidavit for and on behalf of the Bidder in terms of *[resolution of its board of directors/ power of attorney/ authorised vide partnership deed dated [●]]*. I hereby unconditionally state, submit and confirm that this affidavit is true, valid and genuine.
2. I hereby unconditionally state, submit and confirm that the Bidder is not disqualified from submitting a bid in respect of the Borrower, pursuant to the provisions of the Insolvency and Bankruptcy Code, 2016 (“**Code**”).
3. I hereby state, submit and declare that neither the (i) Bidder nor (ii) any person acting jointly or in concert with the Bidder nor (iii) any person who is a connected person<sup>1</sup> (as defined under the provisions of the Code of (a) the Bidder or (b) any person acting jointly or in concert with the Bidder):
  - (a) is an undischarged insolvent;
  - (b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
  - (c) is at the time of submission of the resolution plan a person who, (i) has an account which has been classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force, or (ii) controls or manages or is the promoter of a corporate debtor whose account has been, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial

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<sup>1</sup> As per Section 29A of the Code under Explanation I the expression “connected person” means:

(i) any person who is the promoter or in the management or control of the resolution applicant; or (ii) any person who shall be the promoter or in management or control of the business of the corporate debtor during the implementation of the resolution plan; or (iii) the holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii).

sector regulator issued under any other law for the time being in force; and atleast a period of one year has lapsed from the date of such classification.

(d) has been convicted for any offence punishable with imprisonment –

- (i) for two years or more under any statute specified under the Twelfth Schedule of the Code and two years have not passed from the date of release from such imprisonment; or
- (ii) for seven years or more under any law for the time being in force and two years have not passed from the date of release from such imprisonment.

(e) has been disqualified to act as a director under Companies Act, 2013;

(f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

(g) has been a promoter or in the management of or control of a corporate debtor<sup>2</sup> in which any preferential transaction or undervalued transaction or extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Hon'ble National Company Law Tribunal (or its appellate tribunal / court) under the Code (other than a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction which has taken place prior to the acquisition of the corporate debtor by the Bidder and the Bidder has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction);

(h) has executed a guarantee in favour of a creditor, in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under the Code where such guarantee has been invoked by the creditor and remains unpaid in full or part; and

- (i) is subject to any of the aforesaid conditions under any law in a jurisdiction outside India.

4. That the Bidder unconditionally and irrevocably represents, warrants and confirms that it is eligible under the terms and provisions of Section 29A of the Code and the rules and regulations thereunder to submit a bid and that it shall provide all documents, representations and information as may be required by Catalyst to substantiate to its satisfaction that the Bidder is eligible under the Code and the rules and regulations thereunder to submit a bid in respect of the Corporate Debtor.

5. That the Bidder unconditionally and irrevocably undertakes that it shall provide all data, documents and information as may be required to verify the statements made under this affidavit.

6. That the Bidder agrees that Catalyst is entitled to rely on the statements and affirmations made in this affidavit for the purposes of determining the eligibility of the Bidder.

7. That in the event any of the above statements are found to be untrue or incorrect, the Bidder unconditionally agrees to indemnify and hold harmless Catalyst against any losses, claims or damages incurred by Catalyst and all monies received by Catalyst from the Bidder shall stand forfeited.

8. That the Bidder agrees and undertakes to disclose/inform forthwith, to Catalyst, if it becomes aware of any change in factual information in relation to it or its connected person (as defined under the Code) which would make it ineligible to submit a bid under any of the provisions of the Code, after the submission of this affidavit.

9. That this affidavit shall be governed in accordance with the laws of India and the courts of Mumbai shall have the exclusive jurisdiction over any dispute arising under this affidavit.

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<sup>2</sup> As per Section 3(8) a “corporate debtor” means a corporate person who owes a debt to any person;

SOLEMNLY AFFIRMED AT:

ON THIS THE [\_\_\_\_\_] DAY OF [\_\_\_\_\_] 2025.

**DEPONENT**

**VERIFICATION**

I, [●], the deponent above named, on behalf of [●], having registered office at [●], do hereby verify and state that the contents of the above affidavit are true to the best of my knowledge and nothing material has been concealed therein.

Verified at [●], on this the [●] day of [●] 2025.

**ANNEXURE – V**  
**Confirmation by Bidder Regarding Receipt of Training**

**To,**

**The Authorised Officer,**

**Catalyst Trusteeship Limited**  
**901, 9th Floor, Tower-B,**  
**Peninsula Business Park, Senapati Bapat Marg,**  
**Lower Parel (W),**  
**Mumbai – 400013, Maharashtra**

**Subject: Confirmation regarding receipt of e- Auction Training.**

Sir/Madam

This has reference to the terms & conditions for the e-Auction scheduled on December 30, 2025 as mentioned in the sale notice, Bid Document and available on the website

I/We confirm that:

1. I/We have read and understood the terms and conditions governing the E-Auction as mentioned in sale notice and bid document available on the website <https://edelweissarc.auctiontiger.net> and also sale notice published by **Catalyst Trusteeship Limited** Ltd in the newspapers and I/We unconditionally agree to the said terms and conditions of the E-auction.
2. I/We also confirm that we have taken training on the online bidding/auction and confirm that we are fully conversant with the functionality and process.
3. I/We confirm that **Catalyst Trusteeship Limited** and **Auction Tiger**, shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the E-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
4. I/We, hereby confirm that we will honour the bid placed by us during the e-Auction process.

Signature	
Name of the Bidder	
Postal Address	
E-mail address and contact number	