



ROYAL WESTERN INDIA TURF CLUB, LTD.

Registered Office: Race Course, Mahalakshmi, Mumbai - 400 034
CIN : U91990MH1925PLC001182

ANNUAL AUCTION SALE 2022



ROYAL WESTERN INDIA TURF CLUB, LTD.
6, Arjun Marg,
PUNE 411 001

Registered Office: Race Course, Mahalakshmi, Mumbai - 400 034
CIN : U91990MH1925PLC001182

No:SBD/AS-2022/E/21/969

Date : 29 Oct 2021

Dear Sirs,

**RE : Royal Western India Turf Club Ltd. ("RWITC LTD.") ANNUAL AUCTION SALE - 2022
("the said Sale")**

1. This letter invites entries into the Catalogue for the Annual Auction Sale - 2022 of Two-Year-Olds (foals of 2020) and thereafter entry into the said Sale Venue to be conducted by the Royal Western India Turf Club, Ltd. at Race Course, Mahalakshmi, Mumbai - 400 034.
2. Vendors are requested to **PERUSE CAREFULLY** the contents of this letter and the conditions contained herein. Also attached herewith is a copy of the Conditions of Sale, as the acceptance of the entry by RWITC Ltd., is subject to the vendors accepting the Conditions of Sale. "Conditions" shall mean and include the conditions contained in this letter as also the Conditions of Sale contained in the attached copy of Conditions of Sale. The Vendors(s) making an entry shall be deemed to have consented and accepted that in the event of any dispute arising, whether out of decision of RWITC Ltd. or otherwise, the same shall be subject to the jurisdictional courts within the city of Mumbai, (India) only, to the exclusion of any other courts in India.

----- **IMPORTANT** -----

3. **As the accommodation at Mumbai Race Course is limited, a total of only 250 entries will be accepted for the said Sale. The Committee shall, if required, draw up the performance criteria based on which the excess entrants shall be refused entry and would consider keeping a reserved list of such horses, which could be substituted for horses not arriving for the said Sale. PROVIDED, HOWEVER AND NOTWITHSTANDING THE AFORESAID, it is expressly clarified that the Committee shall have power at all times, at their sole and absolute discretion, to either restrict the number of entries to less than 250 or to permit increase in the number of entries to more than 250 or to vary the number of entries which may have already been permitted for the said Sale. This power may be exercised by the Committee at any time before horses arrive at Pune / Mumbai and enter the Sale Stables and the Committee shall not be liable to any person or party for any such decision in the matter.**

Date & Timing

4. The said Sale will be conducted on **Monday, 07 Feb 2022** and **Tuesday, 08 Feb 2022** commencing at **3.00 p.m.**

General Eligibility for the said Sale

5. The said Sale is open to 2020 born foals recorded in the Return of Mares 2020 provided that their Certificates of Identity have been finally registered by the date of entry.

Entries

6. Entries must be made in the prescribed forms and **must be accompanied by a covering letter** attached to them. **A person making an entry as an agent must also attach an Authority Letter / Form from the owner/s of the said lot unless the same is already registered with RWITC Ltd.** If no Authority Letter / Form is attached / registered, the person/s making the entry will be liable to pay the Catalogue entry fee of ₹ 6,000/- (along with GST @ 18% or applicable rate) and which aforesaid Catalogue entry fee is not refundable under any circumstances or reason whatsoever including in case where the lot is withdrawn due to non-submission of Authority Letter / Form. Copies of Authority Letters / Forms may be made if more copies are required. Authorities which are valid until revoked, shall be accepted / permitted if so specifically worded and in case of revocation of such authorities, such revocation of authorities must be done in writing and submitted to the office of RWITC Ltd. Authority Letters / Forms must be submitted to the office of the RWITC Ltd. not later than the date stipulated by RWITC Ltd. from time to time, failing which the lot shall be withdrawn due to non-submission of Authority Letter and the entire Catalogue Entry Fee of ₹ 6,000/- (along with GST @ 18% or applicable rate) shall nevertheless be payable and be debited to the relevant account of the person/s concerned.

Certification after arrival in Mumbai

7. Upon arrival of the horses entered for the said Sale, they will be examined by the Senior / Chief / authorised Veterinary Officer of RWITC Ltd for general health, soundness, etc. Only those horses which are certified to be fit will be allowed to be rolled or enter into the Auction Ring.

8. Breeders / Vendors may make entries in the **Blue Page Section** of the Catalogue. Maximum of **50** entries will be allowed. Acceptance of these entries will be at sole discretion of the RWITC Ltd.

9. Horses which qualify to be featured in the Blue Pages must fulfill anyone or more of the following clause :-

(a) Horses entered by Vendors / Breeding Establishments which have produced at least one Indian Classic Winner.

(b) Lots out of a Group Winning dam.

(c) Lots, which are siblings to a Group Winner in India or abroad.

10. Horses entered in the Blue Section of Catalogue **must** arrive for the said Sale and shall go through the ring and will not be withdrawn or sold privately before arriving for the said Sale in Mumbai.

11. Checks for lots entered in Blue Section will be done by RWITC Ltd.

Charges Payable By The Vendor

12. Entry Fee to the Catalogue - ₹ 6,000/- per lot + GST @ 18% or applicable rate at the time of making entry.

13. Non-payment of Catalogue entry fee by any Breeding Establishment / Vendor / Agent for any lot at the time of making entry would render the Breeding Establishment / Vendor / Agent liable to be put on the Sale Ban List and their other lots would NOT be permitted to participate in the said Sale. The Club will also proceed against the Breeding Establishment, its directors / partners and / or Vendor and / or agent who are members for outstanding Club dues as per the Articles of Association of the Club.

14. Debits to Stud Accounts for Catalogue Entry Fee, if requested, will only be made if there is sufficient credit balance in the Account.

Arrival charges for lots Entering Racing Stables in Western India

15. For lots entering racing stables in Western India, an arrival charge will be payable by the owner/s of the lot on the day it enters a trainer's yard. This amount is as decided by the Stewards of the Club / Committee, RWITC Ltd., and notified by them from time to time.

Closing Date of Entries

16. Entries for the Catalogue will close at 5.00 p.m. on **Tuesday, 30 November 2021**. Entries received after the closing time, irrespective of any "force majeure" situations, will be treated as late entries unless proof of despatch at least 7 days prior to close of entry by **Registered Post / Speed Post** only is adduced. Entries may be sent by email to contact@indianstudbook.com.

17. Entry fees must be paid by Demand Drafts or Cheques drawn on Banks (payable at par in Mumbai or Pune only) and / or electronic fund transfer to the RWITC Ltd bank accounts at Mumbai / Pune). **Only local Cheques will be accepted**. Entry fee can also be defrayed from Stud Book Authority of India / RWITC Ltd. Racing Accounts provided there is sufficient credit in the concerned Accounts. **Entries not accompanied by the Catalogue Fees will NOT be accepted.**

Late Entries

18. **Late Entries.** Entries received after 5.00 p.m. on 30 Nov 2021 up to 5.00 p.m. on 10 Dec 2021 - **Rs. 25,000/- per lot + GST @ 18%**. (i.e. till the catalogue goes to Press). Entries received after 10 Dec 2021 directly to the Blue Pages Section may be accepted if the lot so qualifies at **Rs. 35,000/- + GST @ 18%** or applicable rate.

19. **Wild Card Entries.** Lots initially entered for the Sale (*but not in the Blue Page Section*) and later on it is requested by the Vendor to add it to the Blue Page Section (*the horse might have been eligible for Blue Page Section at the time of entry or subsequently*). Such lots may be accepted in the Blue Page Section on an additional payment of **Rs. 5,000/- + GST @ 18%** or applicable rate at the time of such a request will be sold in the Blue Page Section on **Day 1** of the Sale.

Acceptance of Entries

20. The Committee of the RWITC Ltd. reserves to itself the right to refuse entries for the Catalogue in its absolute discretion. In particular, the following types of entries are liable to be rejected: -

- (a) Entries not made in the prescribed forms and / or not accompanied by the covering letter.
- (b) Entries made on forms incompletely filled in.

- (c) Entries not supported by Authority Letters / Forms.
- (d) Entries made by Vendors and / or their authorised Agents whose accounts with the Club are in debit or who have not paid the previous dues to the Club, including entry fees / forfeits for horses entered in the Poonawalla Breeders' Multi Million in any of the previous years.
- (e) Entries of lots not eligible for the Catalogue.
- (f) Unsigned entry forms and covering letters.
- (g) Entries made by Vendors or their agents whose entries are not to be accepted as per a resolution of the Committee of RWITC Ltd.
- (h) Entries made by persons to whom the letter inviting entries has not been sent.

21. Lots that die prior to arrival in Mumbai will be refunded the Catalogue entry fee (less GST @ 18% or applicable rate paid) actually paid, provided the same is informed to the In-charge, Annual Auction Sale Cell before **31 Jan 2022**. However, no refund is admissible for lots that die after arrival in the said Sale stables.

Entry Into the said Sale Stables

22. Horses will be permitted to enter the said Sale stables only after **6.00 a.m.** on **31 January 2022**. However, all horses must arrive into the Annual Auction Sale stables latest by **5.00 p.m.** on **02 February 2022**. This is mandatory, as stipulated by the Senior Veterinary Officer, RWITC Ltd. so as to facilitate timely issuance of health clearance certificates well in time before the horses leave after the said sale.

23. Lots whose authorities from owners are not lodged with RWITC Ltd. will not be permitted entry into the said Sale stables.

24. Any horse that does not possess the stipulated health certificates i.e. EIA / Glanders / Equine Influenza or any other notified disease will not be permitted to enter the said Sale or RWITC stables. RWITC Ltd. will render help without being bound to do so (on payment of admission charges fixed by RWITC Ltd.) in obtaining such Certificates, but it being clarified that it is the **ULTIMATE AND SOLE RESPONSIBILITY OF THE VENDORS** themselves to obtain such Certificates. Even if assistance is provided by RWITC Ltd. as above, RWITC Ltd. will not be responsible or liable in the event of failure to obtain such Certificates. Further, RWITC Ltd. will also not be liable for any errors / omissions in such Certificates on account of any assistance rendered by it as aforesaid.

25. Horses, which have been duly withdrawn from the Catalogue or are not entered are not eligible for accommodation in the said Sale stables.

26. The said Sale stables both at Pune and Mumbai cannot be used as transit stables for two-year-olds or mares or any other horses. RWITC Ltd. Stewards, at their sole discretion may permit such horses to use other stables belonging to RWITC Ltd. on application and payment of prescribed stable charges and / or other terms and conditions as may be fixed by them. Such application shall be made before end of December 2021 to the Chief Stipendiary Steward of RWITC Ltd only.

27. Refusal of any Stud / Vendor or their agent or representative to bring a horse to the Sale Ring when ordered to do so by the In-Charge, Annual Auction Sale Cell, or the Chief Stipendiary Steward of RWITC Ltd shall entail a non-appearance charge of ₹ 50,000/- + GST @ 18% or applicable rate.

28. **ONLY APPROVED OWNERS TO BID.** Only persons who are approved Owners of horses i.e. persons approved by a race club to own and run racehorses shall be permitted to bid at the said Sale. All approved owners shall remit 10% of the purchase price immediately. The balance amount of the purchase price must be remitted to RWITC within 03 (three) days of the conclusion of the said Sale. If the purchaser/s do not remit the balance amount within 03 days of the conclusion of the said Sale, the initial amount of 10% remitted by the purchaser/s shall stand forfeited by RWITC without any further notice to the purchaser/s and further, the said Sale shall be deemed to have stood cancelled automatically on the expiry of the aforesaid 03 (three) days period and the Lot shall be returned to the Vendor. In addition, the purchaser/s who default in payment will immediately be placed on the Unpaid Forfeit List with all attendant consequences as per the Rules of the Racing of RWITC Ltd.

29. ***A maximum of ₹ 1,90,000/- in cash (as per requirement of Income Tax Act) may be remitted by the purchaser for all lots together purchased by him on a particular day where the value of purchase (incl. GST) does not exceed Rs. 1,99,999/-. The remaining amount must be remitted by him/her by Demand Draft or bank / electronic transfer.***

Direct Entry Into Trainers' Yards

30. Two-Year-Olds whether entered in the Catalogue or not may be permitted to enter the trainers' yards at Mumbai on a date which will be separately notified by the Stewards of the RWITC Ltd. If such horses arrive before that date due prior permission shall be obtained from the Stewards of RWITC Ltd by the person in-charge of such horses before they arrive in Mumbai. Such permission may be given by the Stewards on such charges and terms and conditions as the Stewards deem fit. **Such horses will not be permitted to be stabled at the Annual Auction Sale Stables.**

Conditions of Sales

31. The Committee of RWITC Ltd. reserves the right, in its sole and absolute discretion, to amend, modify, add to or delete any existing Conditions contained in this letter and the attached Conditions of Sale without prior notice.

Yours faithfully,

Sd/-

Secretary
ROYAL WESTERN INDIA TURF CLUB, LTD.

P.S. It is brought to the notice of all vendors that should they need any extra forms or covering letters, they can get them xeroxed from the ones enclosed or download them from www.indianstudbook.com.

Encl : Copy of Conditions of Sale

Royal Western India Turf Club, Ltd.

Registered Office: Race Course, Mahalakshmi, Mumbai - 400 034
CIN : U91990MH1925PLC001182

CONDITIONS OF SALE FOR ANNUAL AUCTION SALE - 2022

For the purpose of the Conditions of Annual Auction Sale - 2022, the expression "vendor", "purchaser", "sale" and "sold" shall be deemed to include "lessor", "lessee", "lease" and "leased" respectively.

These Conditions of Sale are applicable only to Annual Auction Sale 2022 ("the said Sale") and do not in any manner whatsoever, spell out conditions of eligibility for future sales to be conducted by Royal Western India Turf Club Ltd. ("RWITC Ltd."). Any lot entered in this Catalogue is not automatically eligible for future sales. Eligibility for future sales will be as specified in the letter inviting entries for that particular sale.

----- IMPORTANT -----

As the accommodation at Mumbai Race Course is limited, a total of only 250 entries will be accepted for the said Sale. The Committee shall, if required, draw up the performance criteria based on which the excess entrants shall be refused entry and would consider keeping a reserved list of such horses, which could be substituted for horses not arriving for the said Sale. PROVIDED, HOWEVER AND NOTWITHSTANDING THE AFORESAID, it is expressly clarified that the Committee shall have power at all times, at their sole and absolute discretion, to either restrict the number of entries to less than 250 or to permit increase in the number of entries to more than 250 or to vary the number of entries which may have already been permitted for the said Sale. This power may be exercised by the Committee at any time before horses arrive at Pune / Mumbai and enter the Sale Stables and the Committee shall not be liable to any person or party for any such decision in the matter.

Entries in the said Sale Stables

1. Each Lot shall be at the Vendor's entire risk for any loss, damage or injury whether by disease, accident, willful or negligent act or default of any person, natural cause or otherwise howsoever from the time of arrival till the time the Lot shall be in the said Sale Stables of RWITC Ltd. unless such Lot shall have been sold in which case such Lot shall be at the Purchaser's entire risk in all respects from the fall of the hammer and the Club shall in no event be liable or responsible either to the Vendor or the Purchaser in any manner whatsoever.
2. The RWITC Ltd. shall in no way be liable for any damage or injury caused by any horse at any time when in the said Sale Stables / Parade Ring / Holding Area or Sales Paddock, either to the attendant of the two year old or to third parties.
3. Any loss or theft of the Vendor's or visitors properties or any injury or accident to the Vendor's or visitor's or their employees at said Sale Stables / Parade Ring / Holding Area or sales paddock will not be the responsibility of the RWITC Ltd.
4. Any Lot may be examined by previous arrangement with the consent of the Vendor or his representative.

Entry into the said Sale Stables

5. Horses will be permitted to enter the said Sale stables only after **6.00 a.m.** on **31 January 2022**. However, all horses must arrive into the Annual Auction Sale stables latest by **5.00 p.m.** on **02 February 2022**. This is mandatory, as stipulated by the Senior Veterinary Officer, RWITC Ltd. so as to facilitate timely issuance of health clearance certificates well in time before the horses leave after the said sale.

6. Any horse that does not possess the stipulated health certificates will not be permitted to enter the said Sale or RWITC stables. RWITC Ltd. will render help without being bound to do so (on payment of admission charges fixed by RWITC Ltd.) in obtaining such Certificates, but it being clarified that it is the **ULTIMATE AND SOLE RESPONSIBILITY OF THE VENDORS** themselves to obtain such Certificates. Even if assistance is provided by RWITC Ltd. as above, RWITC Ltd. will not be responsible or liable in the event of failure to obtain such Certificates. Further, RWITC Ltd. will also not be liable for any errors / omissions in such Certificates on account of any assistance rendered by it as aforesaid.

Direct Entry into Trainers' Yards

7. Two-Year-Olds whether entered in the Catalogue or not may be permitted to enter the trainers' yards at Mumbai on a date which will be separately notified by the Stewards of the RWITC Ltd. If such horses arrive before that date due prior permission shall be obtained from the Stewards of RWITC Ltd by the person in-charge of such horses before they arrive in Mumbai. Such permission may be given by the Stewards on such charges and terms and conditions as the Stewards deem fit. Such horses will not be permitted to be stabled at the Annual Auction Sale Stables.

Feeding

8. As a service to Vendors, RWITC Ltd., will arrange to provide fodder at fixed rates, provided the Vendor intimates his requirement in writing. The total amount must be settled by **28 February 2022** failing which, such amounts will be treated as outstanding RWITC Ltd. / Stud Book Authority of India dues with all attendant disqualifications like non-registration of returns / documents, suspension of membership, etc.

Fire Hazard

9. All Vendors who bring their horses into the said Sale Venue, by the very act of doing so undertake to observe such fire precautions as are prescribed and render themselves liable to the prescribed penalties for failing to observe them.

10. Any violation of fire security orders will constitute breach of the conditions of the said Sale. Designated employees of the Club and security personnel will hold a "Panchnama" on observing any violation of fire security orders and notify the fact to their superior officer and no further corroboration will be deemed necessary. Penalties as applicable for violation will be as under: -

(a) **First Instance** - A written warning will be issued by In-Charge, Annual Auction Sale Cell.

(b) **Second Instance** - A penalty of **₹ 10,000/-** + GST @ 18% or applicable rate will be levied which will be payable immediately in cash.

(c) **Third Instance** - A penalty of **₹ 50,000/-** + GST @ 18% or applicable rate will be levied which will be payable immediately in cash.

(d) **Fourth Instance** - The matter will be reported to the Committee with the recommendation that the offending Vendor be barred from coming for the RWITC Ltd. Sales for a period to be determined by the RWITC Ltd. Committee.

11. The Club will endeavor to provide adequate fire fighting facilities. Vendors should inform RWITC Ltd. of requirements / shortfall, if any, in this regard.

Rolling

12. Organised Rolling of lots will be carried out as follows :-

(a) On Wednesday	02 February 2022		- 4.30 p.m. to 7.30 p.m.
(b) On Thursday	03 February 2022	}	- 9.00 a.m. to 11.30 a.m.
(c) On Friday	04 February 2022		- 4.30 p.m. to 7.30 p.m.
(d) On Saturday	05 February 2022	}	
(e) On Sunday	06 February 2022		
(f) On Monday	07 February 2022		
(g) On Tuesday	08 February 2022		- 9.00 a.m. to 11.30 a.m.

13. Only morning rolls will be held on **Saturday, 05 Feb 2022, Sunday, 06 Feb 2022, Monday, 07 Feb 2022** and **Tuesday, 08 Feb 2022**. Lots may be inspected during the abovementioned hours with the consent of the Vendor or his representative in their Stables.

Rolling Rings

14. Allotment of Rolling Rings will be informed to all concerned in due course.

Catalogue Details

15. The Vendors are solely responsible for the accuracy of all information concerning their horses, including the write-ups in the Catalogue.

16. While every effort has been made to ensure the accuracy of the information contained therein, RWITC Ltd. will not be liable for any loss resulting to any party from any errors or omissions occurring in the Catalogue details.

17. No errors or omissions of descriptions either as to quality, pedigree, performance or engagements shall vitiate the sale of any Lot nor shall the purchaser be entitled to any rebate or allowance.

18. No warranty of any nature whatsoever is given or implied with any Lot offered and all Lots are open to inspection prior to the commencement of the said Sale vide Para 4, 12 & 13 above. **EACH LOT IS SOLD WITH ALL FAULTS, IF ANY.**

Lots Not Arriving in Mumbai

19. All lots, whose intimation of arrival has not been lodged on the prescribed form with the Annual Auction Sale Cell by **5.00 p.m. on 02 Feb 2022**, will be taken as withdrawn from the Catalogue.

Non-Appearance Penalty

20. A Non-appearance penalty of ₹ 50,000/- + GST @ 18% or applicable rate will be levied on any Lot which has arrived in Mumbai by **02 February 2022** and has failed to appear in the Ring in its scheduled turn. The orders if any given by the In-Charge, Annual Auction Sale Cell or Chief / Sr. Stipendiary Steward of RWITC Ltd requiring appearance of a horse in the Ring, shall be binding on all Breeding Establishment / Vendors / Agents / Representatives and disregard / non-observance or breach of such orders shall entail the levy of the non appearance penalty.

21. In addition to imposing the non-appearance penalty, the Committee may at its sole discretion also debar the Vendor from entering any lot in any future Annual Auction Sale held by RWITC Ltd if the Vendor fails to satisfy the Committee about the reasons for the non-appearance. The decision of the Committee shall be binding on the Vendor.

Withdrawal On Veterinary Grounds

22. Even if a Lot is withdrawn on account of illness or accident, after arriving in Mumbai at the said Sale Venue, the entry fee of ₹ 6,000/- together with GST @ 18% or applicable rate, will be payable.

23. After arrival in Mumbai, any lots may be withdrawn on account of illness or accident only provided the same is under a certificate issued by the Senior / Chief Veterinary Officer of RWITC Ltd.

24. Lots withdrawn for the above reason shall have to be moved to the **Equine Veterinary Hospital in Mumbai** OR Isolation Stables and shall not be permitted to be shown to any person other than to a Veterinarian or the **Owner/s** thereof.

Certification after arrival in Mumbai

25. Upon arrival of the horses entered for the said Sale they will be examined by the Senior / Chief / authorised Veterinary Officer of RWITC Ltd for general health, soundness, etc. Only those horses which are certified to be fit will be allowed to be rolled or enter into the Auction Ring.

Bidding At The Auction

26. The highest bidder at or over the Vendor's reserve, if any, to be the purchaser and if any dispute arises between two or more bidders, the Lot so disputed shall immediately be put up again and resold. The RWITC Ltd. reserves the right to reject any or all bids.

27. RWITC Ltd. reserve to itself the right to sell without reserve unless written orders to the contrary are sent before the said Sale and Vendors reserve to themselves the right to bid through the Auctioneer as their agent as often as they please.

28. The minimum starting bid shall be ₹ 10,000/-. Bidders shall advance by ₹ 1,000/- till ₹ 1,00,000/-, ₹ 5,000/- till ₹ 3,00,000/- and ₹ 10,000/- thereafter.

29. **ONLY APPROVED OWNERS TO BID.** Only persons who are approved Owners of horses i.e. persons approved by a race club to own and run racehorses shall be permitted to bid at the said Sale. All approved owners shall remit 10% of the purchase price immediately. The balance amount of the purchase price must be remitted to RWITC within 03 (three) days of the conclusion of the said Sale. If the purchaser/s do not remit the balance amount within 03 days of the conclusion of the said Sale, the initial amount of 10% remitted by the purchaser/s shall stand forfeited by RWITC without any further notice to the purchaser/s and further, the said Sale shall be deemed to have stood cancelled automatically on the expiry of the aforesaid 3 (three) days period and the Lot shall be returned to the Vendor. In addition, the purchaser/s who default in payment will immediately be placed on the Unpaid Forfeit List with all attendant consequences as per the Rules of the Racing of RWITC Ltd.

30. ***A maximum of ₹ 1,90,000/- in cash (as per requirement of Income Tax Act) may be remitted by the purchaser for all lots together purchased by him on a particular day where the value of purchase (incl. GST) does not exceed Rs. 1,99,999/-. The remaining amount must be remitted by him/her by Demand Draft or bank / electronic transfer.***

31. Should the highest bidder fail to sign the Auctioneer's Card and deposit 10% of the sale price as provided for above, the concerned lot will be put up for auction again as soon as feasible with the same reserve price, if any. While RWITC Ltd. will endeavor to take such action as is warranted or possible against such a defaulter, it will not be liable for any damages to the Vendor on account of the default.

32. If a Trainer bids for a Lot at the Annual Auction Sales and a default is committed with regard to payment thereof, the said Trainer will be held solely responsible for payment of the purchase price, etc of the said Lot and will be placed on the Unpaid Forfeit List with all its attendant consequences as per the Rules of Racing of RWITC Ltd.

33. If any person shall purchase a Lot and not pay for it within the time limit, nothing contained in these conditions shall prevent / preclude RWITC Ltd. and / or Owner of the Lot from compelling the purchaser to pay for it by taking such lawful action as they think fit, if RWITC Ltd. and / or the Owner shall so desire.

34. If a person declared by the Club to be the purchaser of a youngstock in the ring fails to perform and / or honor the agreement entered into by him / her for the purchase of a two year old or any other racehorse at an auction sale held under the auspices of the Club (the decision of the Committee as to whether such a person has failed to perform or honor the written agreement of purchase or not will be final and conclusive and binding on the person concerned) or fails to observe undertakings given by him / her to the Club, such person shall be liable to such penalty / punishment as may be deemed fit by the Committee at its discretion, including being placed on the Unpaid Forfeit List with all its attendant consequences as per the Rules of Racing of RWITC Ltd.

35. Purchasers are advised in their own interest to maintain sufficient amount in deposit with the RWITC Ltd. to cover the purchase money of the Lots intended to be purchased by them at the said Sale.

36. If the purchaser shall fail to comply with these Conditions or any of them, any money which he shall have paid to RWITC Ltd. on account of his purchase shall be absolutely forfeited to RWITC Ltd. and the Owner and / or RWITC Ltd. shall be at liberty to sue such purchaser for breach of contract, or at their option, to resell the Lot/s in any manner and upon such terms and conditions as they may think proper, and all loss and expenses, consequent upon such resale and all damages which RWITC Ltd. may sustain thereby shall be recoverable by them from the purchaser as and by way of liquidated damages. It shall not be necessary to give any notice of such resale to the defaulter.

37. Lots may be bought-in by Vendors, Owners or their Authorised Agents through the Auctioneer only. The full commission of 3% on the last bid, shall be charged for all lots declared sold by the Auctioneer irrespective of the fact that it may be signed for by the Vendors, Owners or their Authorised Agents.

38. Horses bought-in or receiving no bids in the ring will be allowed to be sold / leased privately and their sale / lease forms shall be accepted for registration at any time after the bought-in / no bid announcements are made by the Auctioneer.

Commissions

39. The Club will charge commission on sale of all Lots entered in the Catalogue. The Commission will be charged as under:-

(a) **Lots sold in the Ring.** 3% of the last bid. [**No Leases allowed**]

If there is no bid in the Auction Ring for any Lot, an offering fee of ₹ 10,000/- + GST @ 18% or applicable rate will be charged.

(b) **Lots bought-in.** 2% of the Reserve Price or ₹ 10,000/- + GST @ 18% or applicable rate (**whichever is higher**).

Goods & Service Tax (GST)

40. **GST @ 12%** or applicable rate as prescribed by Government will be recovered from the Purchaser on the purchase price of any Lot purchased in the State of Maharashtra at any time after arrival in Mumbai. It will be the responsibility of the vendors, selling the horses to comply with GST requirement (as applicable) including raising of invoice and payment of taxes, e-way bills, etc.

41. The Vendor shall be entitled to receive the purchase money as soon as possible after the said Sale provided the Club shall have by then received the purchase money and due taxes and / or delivered the Lot out of their custody, but not before.

Delivery of Lots and Removal from Sale Stables

42. All Lots to be settled for in full before delivery is affected. In case a Lot is not paid for by the highest bidder, declared to be the Purchaser thereof within 24 hours from the time of its having been knocked down to him at the Auction, it shall be open to the RWITC Ltd. or the Owner to put up the Lot for resale by Public Auction, and the deficiency on such resale will have to be made good immediately by the defaulter of the first sale. The RWITC Ltd. will not be responsible to the Owner of the Lot for any deficiency on such resale.

43. Custody and possession of any Lot sold under the hammer shall remain with the Vendors until they are directed by the RWITC Ltd. to deliver the Lot to the Purchaser or his Agent. No order or directions to deliver such Lot will be given to the Vendor by the RWITC Ltd. until payment in full and taxes have been received by them from the Purchaser.

44. No Lot can be removed from the said Sale Stables either by the Vendor or the Purchaser, unless a "**Clearance Certificate**" / "**Gate Pass**" from the Accounts Department is lodged with the Stable Supervisor. Removal of horses without lodging of such a Certificate shall be deemed to be a breach of the said Sale conditions which will be reported to the Committee and such breach shall make the person concerned to become liable for payment of all dues like, taxes, commission, forfeits, etc. of any and every nature whatsoever which are payable under any of the clauses of the conditions of the said Sale.

45. In case the purchaser does not clear the entire amount within the stipulated time, the Committee of the RWITC Ltd reserves the right to ban such persons from participating in future sales.

46. All lots must vacate the said Sale Stables by **28 February 2022**. Lots staying on in the RWITC Stables after 28 February 2022 (unless a Western India trainer has taken proper charge), will be liable to pay stable rent of ₹ 500/- per day per horse for the first 15 days, ₹ 1,000/- per day per horse for the next 15 days and ₹ 2,000/- per day per horse thereafter. Names of Vendors / Owners who overstay will also be reported to the Committee for further action as deemed appropriate.

Purchasers Not Taking Delivery In Time

47. If a lot has not been paid for in full and yet the Vendor desires to have the lot handed over to the Purchaser/s prior to receiving the full / balance payment of the lot, the Vendor shall in such case authorize the Club in writing to hand over the lot to the Purchaser/s, the same being at the sole risk, responsibility and liability of the Vendor. In such case, the Club shall not in any manner be responsible for recovery of any dues of the lot on behalf of the Vendor and recovery of dues, (part or full), shall be the sole responsibility of the Vendor. Further, the Club shall hand over the lot to the Purchaser/s upon such authorization being received by the Club from the Vendor and without any further reference to the Vendor and without being liable in any manner whatsoever to the Vendor or any other person / party.

48. Passport of a Lot purchased at the said Sale will NOT be handed over to the Purchaser or the Owner or his Authorised Agent until full payment towards purchase price + GST @ 18% or applicable rate, Withdrawal Forfeits, (for 2-Year-Olds to be raced in Western India), etc. and / or such other dues payable in accordance with the Conditions of the said Sale have been made.

Clearance of Account

49. A Vendor is liable to clear accounts of lots entered by him in all respects (commission, GST @ 18% or applicable rate, Feed Charges, Stables Charges, Veterinary Bills, etc.) by **28 February 2022**.

50. Vendors (the person / persons making the entry) are required to obtain a copy of a special Clearance Certificate, duly signed and stamped by Accounts Department of RWITC Ltd.

51. Accounts Department, RWITC Ltd. will forward to In-Charge, Annual Auction Sale Cell, by **15 March 2022**, a consolidated list of Vendors who have not obtained this Clearance. The In-Charge, Annual Auction Sale Cell will then take the following action: -

- (a) Report the names of such Vendors to the Committee.
- (b) Arrange to post such Vendors / their authorised agents on the UNPAID FORFEIT LIST.
- (c) Refuse to accept entries of such Vendors for sale to be conducted in **2023** unless all charges are paid in advance.

Transit

52. The said Sale Stables both at Pune and Mumbai are meant for stabling of only those horses entered in the Catalogue and whose entry fees have been paid and cannot be used as a transit station for lots meant for trainers' yard at other Centers or broodmares going to Breeding Establishments. Transients will not only be liable to pay ₹ 10,000/- + GST @ 18% or applicable rate each as stabling fee but their Vendors / Owners will be reported to the Committee of the Club for disciplinary action. The Stewards of RWITC Ltd. will be the sole authority for deciding on the cases of the transients and their decision in the matter shall be final and binding on all. The Stewards of RWITC Ltd on prior application may permit at their sole discretion such horses in their other stables on terms and conditions as may be fixed by them in this connection. Such application shall be made only to the Chief Stipendiary Steward, RWITC Ltd.

Claims

53. No claim for any expenses or loss supposedly incurred by the Breeding Establishment, Vendors or Owners in respect of any Lot will be entertained by the Club.

Amendments, Jurisdiction etc.

54. The Committee of RWITC, Ltd., reserves the right, in its absolute discretion, to amend, modify, add to or delete any existing clauses in the letter Inviting Entries to the Catalogue and / or the Conditions of the said Sale.

55. The Committee of RWITC Ltd., reserves to itself the right, if for any reason it may consider sufficient, to prevent any lot from being put up for sale even after it has been included in the Sale Catalogue.

56. The decision of the Committee of RWITC, Ltd., on all matters pertaining to the Annual Auction Sale 2022 shall be final and binding on all concerned.

57. Any person submitting an entry to the Catalogue for Annual Auction Sale 2022 shall be deemed to have consented and accepted that in the event of any dispute arising, whether out of decision of RWITC Ltd. or otherwise, the same shall be subject to the jurisdictional courts within the city of Mumbai, (India) only, to the exclusion of any other Courts in India.

58. Persons, Vendors etc, participating in the Annual Auction Sale - 2022 in any manner, including submitting entries in the prescribed form, would be deemed to have consented to be bound by the Conditions of the Annual Auction Sale - 2022 contained herein as also the terms contained in the Letter Inviting Entries in the Catalogue for Annual Auction Sale - 2022.

By Order of the Committee

Sd/-

Secretary
ROYAL WESTERN INDIA TURF CLUB, LTD.

From:

Date: / /2021

TO,

THE SECRETARY
ROYAL WESTERN INDIA TURF CLUB, LTD
6, ARJUN MARG
PUNE - 411 001

Dear Sir,

RE : Royal Western India Turf Club Ltd. ("R.W.I.T.C., LTD.") ANNUAL AUCTION SALE - 2022

1. Reference your letter No:SBD/AS-2022/E/21/969 dated 29 Oct 2021 Letter Inviting entries into the Catalogue for 2022 RWITC Ltd. Annual Auction Sale along with the Conditions of Sale.

2. I / We wish to enter the youngstock (foals of 2020) into the Catalogue listed in the attached form for the 2022 R.W.I.T.C., Ltd. Annual Auction Sale to be held on **07 February** and **08 February 2022**, at Mumbai.

*3. I / We confirm that I / We have obtained Authority Letter from the owner/s of the concerned horse/s entered by me / us.

OR

I / We have / have not been able to obtain Authority Letter from the owner/s of any horse/s entered by me / us as yet. I / We will obtain Authority Letter on or before 02 February 2022.

(* **Strike out whichever is not applicable**).

4. I / We undertake to pay the Catalogue entry fee of ₹ 6,000/- (along with the GST @ 18% or applicable rate) which is mandatory and understand that fees once remitted will not be refunded or rescinded under any circumstances whatsoever, including in case the lot is withdrawn due to non-submission of Authority. I / We am / are also responsible for observing the Conditions of Sale in respect of the horses listed in the accompanying page/s and in particular undertake that all dues including, Commissions, Forfeits, Taxes, Stables Charges, etc., shall be paid and charged to my / our account.

5. I / We undertake/s to pay the full Catalogue entry fee of ₹..... for Lot/s entered by me / us @ ₹ 6,000/- + GST @ 18% or applicable rate per lot. An amount of ₹.....is enclosed vide Cheque / Demand Draft No. Drawn on dated / may be debited to our Stud Account / Racing Account of or an amount of ₹..... was transferred electronically by NEFT / RTGS, on..... the UTR number of which is.....

6. I / We further confirm that at the time of making entry if my / our Stud Account is in debit or any dues are payable by me / us to the RWITC Ltd. / Stud Book Authority of India, the same will be cleared by me / us by the due dates. I / We am / are aware that these Entries will **NOT** be accepted for the abovementioned Annual Auction Sale if the dues are still outstanding.

7. I / We hereby declare that we have read and understood the Conditions contained in the Letter Inviting Entries into the Catalogue for Annual Auction Sale as also in the copy of Conditions of Sale and do hereby consent to be bound by the same.

8. I / We hereby consent that all decisions of RWITC Ltd. shall be subject to the jurisdiction of the competent Court in the City of Mumbai only, to the exclusion of all other legal jurisdictions, if any.

Yours faithfully,

Signature _____

Name _____

Encl : Entry Form

To,

The Secretary
Royal Western India Turf Club, Ltd
6, Arjun Marg
PUNE – 411 001

Dear Sir,

RE : R.W.I.T.C., LTD. ANNUAL AUCTION SALE - 2022

I / We have read the Conditions of Sale for the Annual Auction Sale 2022 and wish to make the following entries: -

Sr. No.	Dam's Name	Sr. No.	Dam's Name
1		16	
2		17	
3		18	
4		19	
5		20	
6		21	
7		22	
8		23	
9		24	
10		25	
11		26	
12		27	
13		28	
14		29	
15		30	

1. The Order of Precedence is as above.

2. I / We undertake that in the event I / We do not submit the Authority Letter / Form to RWITC Ltd. In accordance with the Conditions of Sale then all dues in respect of the above entered Lots (including without limitation, Catalogue entry fee, GST @ 18% or applicable rate, Commissions, Forfeits, Stable Charges, etc.) shall be adjusted against my / our account or paid by me / us in full.

Signature of Vendor

Name : _____

Address : _____

Date: / /2021

AUTHORITY LETTER / FORM

From:

Date: / / 2021

To

The In-charge
Annual Auction Sale Cell
R W I T C, Ltd
6, Arjun Marg
Pune – 411 001

Dear Sir,

**RE : AUTHORITY TO MAKE ENTRIES INTO THE CATALOGUE OF
Royal Western India Turf Club Ltd. ("R.W.I.T.C., LTD.") ANNUAL AUCTION SALE - 2022**

1. I / We hereby authorise
to enter, withdraw and / or to put reserve on the yearlings mentioned below: -

- (i) Out of (ii) Out of
- (iii) Out of (iv) Out of
- (v) Out of (vi) Out of

2. I / We undertake to abide by the Conditions of Sale and to ensure that all forfeits, etc. are paid by me / us in time.

3. I / We am / are aware that in the event of default of any payment on account of said entry / entries, my / our name/s is / are liable to be posted in the "UNPAID FORFEITS LIST".

*4. Further, this Authority Letter shall remain valid and effective until revoked in writing and the same is submitted to the office of R.W.I.T.C., Ltd.

Yours faithfully,

(Name in Bold Letters)

(* **Strike out this clause if not required**)