

## CONDITIONS OF SALE

For the purpose of the following Conditions of Sale, the expression “vendor”, “purchaser”, “sale” and “sold” shall be deemed to include “lessor”, “lessee”, “lease” and “leased” respectively.

These Conditions of Sale 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.”) and 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 Sale.

### ----- IMPORTANT -----

**3. As the accommodation at Mumbai Race Course is limited, a total of only 250 entries will be accepted for this 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 Sales. 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 Sale. This power may be exercised by the Committee at any time and the Committee shall not be liable to any person or party for any such decision in the matter.**

### Entries in the 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 Club’s Sale Stables 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 or from the time a sale form is handed in and the Club shall in any event not 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 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 Sales 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 Sale Stables

5. Lots will not be permitted to enter the Sale Stables before 6.00 a.m. on **05 February 2018**. However, all horses must arrive into the annual sale stables by 5.00 p.m. on 07 Feb 2018. This is mandatory, as stipulated by the Senior Veterinary Officer, RWITC Ltd. so as to facilitate timely issuance of health clearance certificate well in time before the horses leave after the sale.

6. Any horse that does not possess the stipulated health certificates will not be permitted to enter sale or RWITC stables. RWITC Ltd. will render help without being bound to do so, in obtaining such Certificates, but it is the **ULTIMATE RESPONSIBILITY OF THE VENDORS** themselves to obtain one and the Club will not be liable for errors / omissions on this account. For such help, administrative charges, as decided will be levied for each such Certificate.

### **Lots Arriving In Mumbai**

7. **In order to help long distance breeding establishments entering horses for the Sale, a facility will be provided by RWITC Ltd to those Vendors who desire to break journey of their animals. They may do so by bringing their horses to Pune Race Course on or before 30 Jan 2018 and then take them to Mumbai Race Course for the Sale. However, all such horses must arrive in the Annual Sale Stables, Mumbai latest by 5.00 p.m. on 07 Feb 2018. All such horses must pass through the Auction Ring at their scheduled turn.**

### **Direct Entry into Trainers' Yards**

8. 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.

### **Feeding**

9. 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 2018** failing which, such amounts will be treated as outstanding Stud / RWITC Ltd., dues with all attendant disqualifications like non-registration of returns / documents, suspension of membership, etc.

### **Fire Hazard**

10. All Vendors who bring their horses into the 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.

11. Any violation of fire security orders will constitute an offense. 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 Sale Cell.

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

(c) **Third Instance** - A penalty of ₹ 50,000/- plus GST @ 18% 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.

12. The Club will endeavor to provide adequate fire fighting facilities. Vendors should project **in writing** any shortcomings or additional requirements in this regard.

## Rolling

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

(a) On Thursday	08 Feb 2018	}	- 9.00 a.m. to 11.30 a.m. and
(b) On Friday	09 Feb 2018		- 4.30 p.m. to 7.30 p.m. daily
(c) On Saturday	10 Feb 2018		-
(d) On Sunday	11 Feb 2018		- 9.30 a.m. to 11.30 a.m.

14. There will be **no rolling** in the evening on **Sunday, 11 Feb 2018**. Lots may be inspected during the abovementioned hours with the consent of the Vendor or his representative in their Stables.

## Draw - Rolling Rings

15. Allotment of Rolling Rings will be by draw of lots which will be held on **Sunday, 10 Dec 2017** in the Committee Room, above the Weighing Room, Race Course, Mumbai at 1.00 p.m. Vendors or their authorised representatives are welcome to attend.

## Catalogue Details

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

17. While every effort has been made to ensure the accuracy of the information contained therein, it is possible for inadvertant errors to happen and the RWITC Ltd. will not accept liability for any loss resulting to any party from any such errors or omissions contained in the Catalogue details.

18. No errors 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.

19. 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 Sales vide Para 4, 13 & 14 above. **EACH LOT IS SOLD WITH ALL FAULTS, IF ANY.**

## Lots Not Arriving in Mumbai

20. All lots, whose intimation of arrival has not been lodged on the prescribed form with the Annual Sale Cell by **5.00 p.m. on 07 Feb 2018**, will be taken as withdrawn from the Catalogue.

## Non-Appearance Penalty

21. A Non-Appearance penalty of **₹ 50,000/- + GST @ 18%** will be levied on any Lot which, arrived in Pune by 30 Jan 2018 or in Mumbai by 05 Jan 2018 fails to appear in the Ring in its scheduled turn. The orders if any given by the In-Charge, Annual Sale Cell or Sr Stipendiary Steward of RWITC Ltd requiring appearance of a horse in the Ring, shall be binding on all Breeding Establishment / Vendors / Agents / Representative and disregard of such orders shall entail the levy of non-appearance penalty.

22. 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 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**

23. Even if a Lot is withdrawn on account of illness or accident, after arriving in Mumbai at the Sale Venue, the fee of ₹ 6,500/- together with GST @ 18%, will be payable.

24. 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.

25. 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.

## **Veterinarian Fitness Certificate**

26. All horses entered for the Sale and arriving in Mumbai shall be examined by any one Veterinarian from the Panel of Veterinarians constituted by the Committee of RWITC Ltd. Only those horses which are certified to be fit by the Senior / Chief Veterinary Officer of RWITC Ltd. shall be permitted to enter the ring.

27. All horses that fail this Veterinarian exam shall have to be removed by the Vendor thereof from the Mumbai Race Course forthwith.

## **Bidding At The Auction**

28. 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.

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

30. 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.

31. Terms: **IMMEDIATE SETTLEMENT.**

32. **Every purchaser, who is not an Approved Owner or a Member of RWITC Ltd. shall pay 50% of the sale price in cash immediately on the fall of the hammer as a deposit and the balance 50% plus full GST @ 18% shall be paid within 24 hours of the Sale, failing which, the deposit of 50% will be forfeited and the concerned Lot will be put up again for resale and shall be resold at the discretion of RWITC Ltd.**

33. Should the highest bidder fail to sign the Auctioneer's Card and deposit 50% 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.

34. If a Trainer bids for a Lot at the Annual 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.

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

36. 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 and / or lease 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 undergo such 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.

37. Notwithstanding the above, it shall be open to the Owners of the Lot to give such further time to the purchaser for the payment of purchase money as may be mutually agreed between them and communicated to the Club.

38. 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 Annual Sales.

39. If the purchaser shall fail to comply with these Conditions or any of them, any money which he shall have paid to the RWITC Ltd. on account of his purchase shall be absolutely forfeited to the RWITC Ltd. and the Owner and / or the 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 the RWITC Ltd. may sustain thereby shall be recoverable by them from the purchaser as and for liquidated damages, and it shall not be necessary to give any notice of such resale to the defaulter.

40. 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.

41. 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**

42. The Club will charge commission on all Lots entered in the Catalogue from the time of its arrival in Mumbai till the end of the Sale. The Commission will be charged as under:-

(a) **Lots sold / leased in the Ring.** 3% of the last bid.

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

(b) **Lots bought-in.** 3% of the Reserve Price or ₹ 10,000/- plus GST @ 18% (**whichever is higher**).

## **Goods & Service Tax (GST)**

43. GST @ 18% 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.

44. The Vendor shall be entitled to receive the purchase money as soon as possible after the Sales 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**

45. 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.

46. 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.

47. No Lot can be removed from the 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 is an offense which will be reported to the Committee and will 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 sale.

48. In case the purchaser does not clear the entire amount within 24 hours, the Committee of the RWITC Ltd reserves the right to ban such persons from participating in future sales.

49. All lots must vacate the Sale Stables by **28 February 2017**. Lots staying on in the RWITC Stables after 28 February 2017 (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**

50. Delivery of a Lot must be taken by the Purchaser within 48 hours of the fall of the hammer. Vendors may, if they so desire, hand over to the Club such Lots whose delivery is not taken. The Club will hand over such Lots to the Purchaser/s only on payment of upkeep charges in cash of ₹ 1,000/- per day, or part thereof, of their stay in the Club's custody. The Lots will be considered to have been held at the Purchaser's request and risk, and the Club will accept no responsibility for them. This facility is only applicable to lots sold under the hammer.

51. Passport of a Lot purchased at the Sales will NOT be handed over to the Purchaser or the Owner or his Authorised Agent until full payment towards purchase price plus GST @ 18%, 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 Sale have been made.

### **Clearance of Account**

52. A Vendor is liable to clear accounts of lots entered by him in all respects (commission, GST @ 18%, Feed Charges, Stables Charges, Veterinary Bills, etc.) by **28 February 2018**.

53. 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.

54. Accounts Department, RWITC Ltd. will forward to In-Charge, Annual Sale Cell, by **05 Mar 2018**, a consolidated list of Vendors who have not obtained this Clearance. The In-Charge, Annual 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 2019 unless all charges are paid in advance.

### **Transit**

55. Sale Stables 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 Establishment. Transients will not only be liable to pay ₹ 10,000/- plus GST @ 18% 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 arbitrators for deciding on the cases of the transients. The Stewards of RWITC Ltd on prior application may permit at their sole discretion such horses in their other stables on terms and condition as may be fixed by them in this connection. Such application shall be made only to the Sr Stipendiary Steward, RWITC Ltd.

### **Claims**

56. 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.

### **Jurisdiction**

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

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

59. The decision of the Committee of RWITC, Ltd., on all matters pertaining to the Annual Sale 2018 shall be final and binding on all concerned.

60. The act of any person in submitting an entry to the Catalogue for Annual Sale 2018 implies his specific acceptance of the fact 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.

61. Persons, Vendors etc, participating in the Annual Sale in any manner including submitting entries in the prescribed form would be deemed to have given consent to be bound by the Conditions i.e. these "Conditions of Sale" as also the terms contained in the Letter Inviting Entries into the Catalogue for Annual Sale.

By Order of the Committee

**Sd/-**

Secretary & CEO,  
ROYAL WESTERN INDIA TURF CLUB, LTD.