



**MADRAS RACE CLUB.**

Registered Office: Madras Race Club, Guindy, Chennai - 600 032  
CIN : U74999TN1922NPL001455

**ANNUAL AUCTION SALE 2022**



**MADRAS RACE CLUB,  
Guindy,  
CHENNAI 600 032**

Registered Office: Madras Race Club, Guindy, Chennai - 600 032  
CIN : U74999TN1922NPL001455

Date : 6th September 2021

Dear Sirs,

**RE : Madras Race Club (“MRC”) 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 Madras Race Club at Chennai – 600 032.

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 MRC, 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 MRC or otherwise, the same shall be subject to the jurisdictional courts within the city of Chennai, (India) only, to the exclusion of any other courts in India.

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

3. **As the accommodation at Chennai Race Course is limited, a total of only 150 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 150 or to permit increase in the number of entries to more than 150 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 Chennai 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 **Thursday, 13<sup>th</sup> January 2022** and **Friday, 14<sup>th</sup> January 2022** commencing at **6.00 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 MRC** If no Authority Letter / Form is attached / registered, the person/s making the entry will be liable to pay the Catalogue entry fee of `Rs. 12,000/- (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 MRC Authority Letters /Forms must be submitted to the office of the MRC not later than the date stipulated by MRC 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 ` **Rs.12,000/-** (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 Chennai

7. Upon arrival of the horses entered for the said Sale they will be examined by a Veterinary Officer,(from the Panel of Veterinary Officers)designated by MRC for general health, soundness, including Bronchoscopy(sound of wind) 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 **40** entries will be allowed. Acceptance of these entries will be at sole discretion of the MRC

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 Chennai.

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

## Charges Payable By The Vendor

12. Entry Fee to the Catalogue - **Rs.12,000/- 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. **Entries not accompanied by the Catalogue Fees will NOT be accepted.**

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

### **Closing Date of Entries**

**15.** Entries for the Catalogue will close at 5.30 p.m. on **Monday, 1<sup>st</sup> November 2021**. Entries received after the closing time, irrespective of any “force majeure” situations, will be treated as late entries unless proof of dispatch at least 7 days prior to close of entry by **Registered Post/ Speed Post** only is adduced. Entries may be sent by email to [racing.support@madrasraceclub.com](mailto:racing.support@madrasraceclub.com) and [harsh.jodha@madrasraceclub.com](mailto:harsh.jodha@madrasraceclub.com) .

**16.** Entry fees must be paid by Demand Drafts drawn on Banks (payable at par in Chennai only) and / or electronic fund transfer to the MRC bank accounts at Chennai). **Entries not accompanied by the Catalogue Fees will NOT be accepted.**

### **Late Entries**

**17. Late Entries.** Entries received after 5.30 p.m. on **Monday, 1<sup>st</sup> November 2021** up to 5.30 p.m. on **Monday, 8<sup>th</sup> November 2021** - **Rs. 25,000/- per lot + GST @ 18%**. (i.e. till the catalogue goes to Press). Entries received after **Monday, 8<sup>th</sup> November 2021** directly to the Blue Pages Section may be accepted if the lot so qualifies at **Rs. 35,000/- + GST @ 18%** or applicable rate.

**18. 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**

**19.** The Committee of the MRC 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.
- (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 MRC
- (h) Entries made by persons to whom the letter inviting entries has not been sent.

**20.** Lots that die prior to arrival in Chennai will be refunded the Catalogue entry fee (less GST @ 18% or applicable rate paid) actually paid, provided the same is informed to the Stipendiary Steward, Auction In-charge before Saturday, 1<sup>st</sup> January 2022. However, no refund is admissible for lots that die after arrival in the said Sale stables.

### **Entry Into the said Sale Stables**

**21.** Horses will be permitted to enter the said Sale stables only after **6.00 a.m.** on **Saturday, 1<sup>st</sup> January 2022**. However, all horses must arrive into the Annual Auction Sale stables latest by **5.00 p.m.** on **Friday, 7<sup>th</sup> January 2022**. This is mandatory, as stipulated by the Senior Veterinary Officer, MRC so as to facilitate timely issuance of health clearance certificates well in time before the horses leave after the said sale.

**22.** Lots whose authorities from owners are not lodged with MRC will not be permitted entry into the said Sale stables.

**23.** 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 MRC stables. MRC will render help without being bound to do so (on payment of admission charges fixed by MRC) 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 MRC as above, MRC will not be responsible or liable in the event of failure to obtain such Certificates. Further, MRC will also not be liable for any errors / omissions in such Certificates on account of any assistance rendered by it as aforesaid.

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

**25.** The said Sale stables at Chennai cannot be used as transit stables for two-year-olds or mares or any other horses. MRC Stewards, at their sole discretion may permit such horses to use other stables belonging to MRC 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 Secretary of MRC only.

**26.** 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 Stipendiary Steward, Auction In-Charge shall entail a non-appearance charge of ` **Rs . 50,000/- + GST @ 18%** or applicable rate.

**27. ONLY ALL OWNERS APPROVED BY ANY RACE CLUB 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 MRC 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 MRC 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 MRC

**28. A maximum of ` Rs.1,90,000/- in cash (as per requirement of Income Tax Act) may be remitted by the purchaser for a lot 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.**

### **Conditions of Sales**

**29.** The Committee of MRC 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.

By Order of the Committee  
For Madras Race Club

**Sd/-**

Secretary  
MADRAS RACE CLUB

**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 photocopied from the ones enclosed or download them from [www.madrasraceclub.com](http://www.madrasraceclub.com)

**The link is us follows:**

[www.madrasraceclub.com/MRCAUCTIONSALE2022](http://www.madrasraceclub.com/MRCAUCTIONSALE2022)

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**Encl : Copy of Conditions of Sale**

## **Madras Race Club**

Registered Office: Madras Race Club, Guindy, Chennai - 600 032  
CIN : U74999TN1922NPL001455

### **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 Madras Race Club (“MRC”). 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 Chennai Race Course is limited, a total of only 150 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 150 or to permit increase in the number of entries to more than 150 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 Chennai 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 MRC 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 MRC 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 MRC
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 **Saturday, 1 January 2022**. However, all horses must arrive into the Annual Auction Sale stables latest by **5.00 p.m.** on **Friday, 7 January 2022**. This is mandatory, as stipulated by the Senior Veterinary Officer, MRC 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 MRC stables. MRC will render help without being bound to do so (on payment of admission charges fixed by MRC) 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 MRC as above, MRC will not be responsible or liable in the event of failure to obtain such Certificates. Further, MRC will also not be liable for any errors / omissions in such Certificates on account of any assistance rendered by it as aforesaid.

## Feed & Veterinary Charges

7. As a service to Vendors, MRC, will arrange to provide fodder at fixed rates, provided the Vendor intimates his requirement in writing, Further Veterinary Services will be provided, the charges for which will be at actuals and will be billed on a weekly basis. The total amount including Feed and Veterinary charges must be settled on or before **Sunday 30<sup>th</sup> January 2022** failing which, such amounts will be treated as outstanding MRC dues with all attendant disqualifications like non-registration of returns / documents, suspension of membership, etc.

## Fire Hazard

8. 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.

9. 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 the Stipendiary Steward, Auction In-charge.

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

(c) **Third Instance** - A penalty of ` **Rs. 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 MRC Sales for a period to be determined by the MRC Committee.

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

### Rolling

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

8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> January 2022:

Mornings 9:00 am to 10:30 am &  
Evenings 4:00 pm to 6:00 pm

13<sup>th</sup> and 14<sup>th</sup> January 2022:

Only Mornings 9:00 am to 10:30 am

12. There will be **no rolling** in the evening on **Thursday, 13 January 2022 and Friday, 14 January 2022**. Lots may be inspected during the above mentioned hours with the consent of the Vendor or his representative in their Stables.

### Rolling Rings

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

### Catalogue Details

14. The write-ups for all lots, including the Blue-Page Section will be provided by The Stud Book Authority of India.

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

16. 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.

17. 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, 11 & 12 above. **EACH LOT IS SOLD WITH ALL FAULTS, IF ANY.**

### Lots Not Arriving in Chennai

18. 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 Friday, 7<sup>th</sup> January 2022**, will be taken as withdrawn from the Catalogue.

## **Non-Appearance Penalty**

19. A Non-appearance penalty of **`Rs. 50,000/- + GST @ 18%** or applicable rate will be levied on any Lot which has arrived in Chennai by **Friday, 7<sup>th</sup> January 2022** and has failed to appear in the Ring in its scheduled turn. The orders if any given by the Stipendiary Steward, Auction In-charge or Secretary, MRC 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.

20. 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 MRC 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.

## **Withdrawals**

21. **MRC will not register any private sales, as it is mandatory that all lots entered for the sale and arriving in Chennai must pass through the Auction Ring. After arrival at the MRC Auction Stables a lot can only be withdrawn on Veterinary grounds. The Decision of the Stewards MRC will be final and binding on all issues pertaining to the above.**

**MRC WILL NOT PERMIT ANY LOTS TO BE SOLD WITH ANY CONTINGENCY THROUGH THE AUCTION RING.**

## **Withdrawal On Veterinary Grounds**

22. Even if a Lot is withdrawn on account of illness or accident, after arriving in Chennai at the said Sale Venue, the entry fee of **`Rs.12,000/-** together with GST @ 18% or applicable rate, will be payable.

23. After arrival in Chennai, 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 MRC

24. Lots withdrawn for the above reason shall have to be moved to the **Equine Veterinary Hospital in Chennai** 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 Chennai**

25. Upon arrival of the horses entered for the said Sale they will be examined by a Veterinary Officer (from the Panel of Veterinary Officers) designated by MRC for general health, soundness, including Bronchoscopy(sound of wind) 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 MRC reserves the right to reject any or all bids.

27. MRC 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 Rs.25,000/-. For lots with no reserve price the minimum bid shall be Rs.50,000/- or at the discretion of the auctioneer.

29. **ONLY OWNERS APPROVED BY ANY RACE CLUB 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 MRC 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 MRC 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 MRC

30. ***A maximum of Rs.1,90,000/- in cash (as per requirement of Income Tax Act) may be remitted by the purchaser for a lot 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 MRC 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 MRC

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 MRC and / or Owner of the Lot from compelling the purchaser to pay for it by taking such lawful action as they think fit, if MRC 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 MRC

35. Purchasers are advised in their own interest to maintain sufficient amount in deposit with the MRC 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 MRC on account of his purchase shall be absolutely forfeited to MRC and the Owner and / or MRC 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 MRC 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.

### **Commissions**

**38.** 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 **Rs.10,000/-** +GST @ 18% or applicable rate will be charged.

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

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

**39.** **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 Tamil Nadu at any time after arrival in Chennai. 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.

**40.** 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**

**41.** 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 MRC 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. MRC will not be responsible to the Owner of the Lot for any deficiency on such resale.

**42.** Custody and possession of any Lot sold under the hammer shall remain with the Vendors until they are directed by the MRC 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 MRC until payment in full and taxes have been received by them from the Purchaser.

**43.** 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.

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

**45.** All lots must vacate the said Sale Stables by **Sunday, 30 January 2022**. Lots staying on in the MRC Stables after **Sunday, 30 January 2022**, will be liable to pay stable rent of Rs.3000/- (plus applicable GST) per day per horse for the first 7 days, Rs.5,000/- (plus applicable GST) per day per horse for the next 7 days and Rs.10,000/-(plus applicable GST) 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**

**46.** 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.

**47.** 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 Chennai), etc. and / or such other dues payable in accordance with the Conditions of the said Sale have been made.

### **Clearance of Account**

**48.** 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 **Sunday, 30 January 2022**.

**49.** 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 MRC

**50.** Accounts Department, MRC will forward to the Stipendiary Steward, Auction In-charge, by **Tuesday, 1 February 2022**, a consolidated list of Vendors who have not obtained this Clearance. The Stipendiary Steward, Auction In-charge 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**

**51.** The said Sale Stables at Chennai 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 Rs.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 MRC 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 MRC 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 Secretary, MRC

### **Claims**

**52.** 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.**

**53.** The Committee of MRC, 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.

**54.** The Committee of MRC, 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.

**55.** The decision of the Committee of MRC, on all matters pertaining to the Annual Auction Sale 2022 shall be final and binding on all concerned.

**56.** 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 MRC or otherwise, the same shall be subject to the jurisdictional courts within the city of Chennai, (India) only, to the exclusion of any other Courts in India.

**57.** 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  
For Madras Race Club

**Sd/-**

Secretary,  
Madras Race Club

From:

Date: / /2021

TO,

**THE SECRETARY**  
Madras Race Club,  
Guindy,  
Chennai - 600 032.

Dear Sir,

**RE : Madras Race Club ("MRC") ANNUAL AUCTION SALE - 2022**

1. Reference your letter dated Monday, 6<sup>th</sup> September 2021 inviting entries into the Catalogue for 2022MRC 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 MRC Annual Auction Sale to be held on **Thursday,13 January and Friday, 14 January 2022**, at Chennai.
- \*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 Wednesday, 1 December 2021.  
**(\* Strike out whichever is not applicable).**
4. I / We undertake to pay the Catalogue entry fee of `Rs.12,000/- (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 to pay the full Catalogue entry fee of `..... for..... Lot/s entered by me / us @ ` R s . 1 2 , 0 0 0 /- + GST @ 18% or applicable rate per lot. An amount of `.....is enclosed vide 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 Account at MRC is in debit or any dues are payable by me / us to MRC, 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 above mentioned 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 MRC shall be subject to the jurisdiction of the competent Court in the City of Chennai only, to the exclusion of all other legal jurisdictions, if any.

Yours faithfully,

Signature \_\_\_\_\_

Name \_\_\_\_\_

Encl : Entry Form

To,

**THE SECRETARY**  
Madras Race Club,  
Guindy,  
Chennai - 600 032.

Dear Sir,

**RE : MRC 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.	Sire/Dam's Name	BLUE PAGE LOT √√	Sr. No.	Sire/Dam's Name	BLUE PAGE LOT √√
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		

**\*ENTRY FOR BLUE PAGE LOT/S IS/ARE TO BE INDICATED IN THE BLUE PAGE √√ COLUMN ABOVE ALONGSIDE THE DAM'S NAME\***

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 MRC 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

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To

**The Secretary**  
Madras Race Club,  
Guindy,  
Chennai - 600 032.

Dear Sir,

**RE : AUTHORITY TO MAKE ENTRIES INTO THE CATALOGUE OF  
Madras Race Club ("MRC") 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 MRC.

Yours faithfully,

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(Name in Bold Letters)

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