

Conditions of sale of immovable property. (Rule 521)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. OF 19

..... PLAINTIFF.

versus

..... DEFENDANT.

Conditions of sale of the property described in the notification of sale, in Suit No. of 19 .

1. The property shall be put up for sale at a sum to be fixed by the Commissioner at the time of sale, the highest bidder shall be the purchaser and if any dispute arises as to the last or highest bid, the same shall be put up again at the last undisputed bid and re-sold.
2. No person shall at any bidding offer a less sum than what shall be fixed by the Commissioner or retract a bid.
3. The sale is subject to a reserved bid which has been fixed by the Commissioner.
4. The purchaser shall at the time of sale subscribe his name and address in the bidding paper and all written notices and communications and summonses shall be deemed duly delivered to and served upon the purchaser by being left for him at such address, unless or until he is represented by an Advocate entitled under the rules to act in the suit or matter.
5. Subject to the provisions of clause 6, the purchaser shall at the time of sale pay a deposit of twenty-five per cent on the amount of his purchase money to the Commissioner; otherwise the property shall forthwith be re-sold. Any deficiency of price which may arise on a re-sale by reason of the purchaser's default and all costs and expenses occasioned by such re-sale shall be recoverable from the defaulting purchaser under an order to be obtained from the Judge in Chambers. The Judge may direct the defaulting purchaser to pay interest at such rate from the date of default and on such amount as to the Judge may seem just.
6. Where a mortgagee of the property which is being sold has obtained leave to bid and to set-off his claim against the purchase money and is declared the purchaser the provisions contained in Rule 547 of the Rules of the High Court, Original Side, with regard to a mortgagee purchaser shall apply.
7. The party having the carriage of proceedings shall within days after the sale deliver to the purchaser or his Advocate on record, if required by him, an abstract of the title to the property purchased by him, subject to the stipulations contained in these conditions; and the purchaser shall, within days after the actual delivery of the abstract, deliver at the office of the Advocate on record for the

party having the carriage of proceedings a statement in writing of his objections and requisitions (if any) to or on the title as deduced by such abstract and upon the expiration of such last mentioned time (and in this respect time is to be deemed of the essence of the contract), the title shall be considered as approved of, and accepted by the purchaser, subject only to such objections and requisitions, if any.

8. Subject to the provisions of clause 9, the purchaser shall pay to the Commissioner the balance of the purchase money together with the amount of stamp-duty payable on the conveyance to be executed or on the sale certificate to be issued, within 30 days from the date of the sale or within such further time as may be allowed by the Judge in Chambers and if the said amounts be not so paid, the deposit may if the Judge think fits, after defraying the expenses of the sale, be forfeited to the Government and the property shall be re-sold and the defaulting purchaser shall forfeit all claim to the property or to any part of the sum for which it may subsequently be sold. Any deficiency of price which may arise on a re-sale by reason of the purchaser's default and all costs and expenses occasioned by such re-sale shall be recoverable from the defaulting purchaser under an order to be obtained from the Judge in Chambers. The Judge may direct the defaulting purchaser to pay interest at such rate from the date of default and on such amount as to the Judge may seem just.
9. Where a mortgagee of the property which is being sold has obtained leave to bid and to set-off his claim against the purchase money and is declared the purchaser, the provisions contained in Rule 547 of the Rules of the High Court, Original Side, with regard to a mortgagee purchaser shall apply.
10. Upon payment of the purchase money and the amount of stamp duty in the manner aforesaid and on confirmation of the sale by the Court, the purchaser shall be entitled to possession of such parts of the property as are in the occupancy of the mortgagor or the mortgagee and to the rents and profits of such parts as are let as from the day of such payment and shall be entitled to a proper conveyance, wherein all proper parties shall join as the Commissioner shall direct. Such conveyance shall be prepared by and at the expense of the purchaser, such expense to include the stamp duty, registration fee and the costs of perusing and approving the draft conveyance on behalf of the vendors and all correspondence in reference thereto, and the conveyance shall be tendered and left by the purchaser at the office of the Advocate for the party having the carriage of the proceedings for execution by the proper parties. In case of difference, the draft conveyance shall forthwith be lodged by the purchaser in the office of the Commissioner.
11. In the event of the conveyance to the purchaser not being executed within thirty days from the date of the confirmation of the sale, it shall not be lawful for the purchaser at the expiration of such thirty days to object, on the ground of his not having receive his conveyance or otherwise, to such distribution or payment of the purchase money as the Court or the said Commissioner may direct, but the

purchase without any written acknowledgment or consent shall be taken to have consented to such distribution or payment.

12. The purchaser shall not be liable to pay the outgoings previous to the day of payment of the purchase money, and the rents and outgoings shall be apportioned, if necessary. The purchaser shall at his own expense take such steps as may be necessary for the purpose of obtaining possession.
13. The production and inspection of all deeds, evidence and muniments of title which are not in possession or power of the party having the conduct of the proceedings and the procuring and making of all certified, attested or other copies or extracts of or from any registers, deeds, wills or other documents, and of all declarations or other evidences as to identity, whether required for the verification of the abstract or for any other purpose shall be at the expense of the purchaser requiring the same.
14. If any error or mis-statement shall appear to have been made in the particulars or description of the property, such error or mis-statement (if capable of compensation) shall not annul the sale nor entitle the purchaser to be discharged from his purchase, but a compensation shall be made to or by the purchaser as the case may be and the amount of such compensation shall be settled by the Commissioner.
(Add to these such special conditions as may be necessary)

Dated this day of 19 .

Commissioner.