



WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY

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DJM/HC/10082 / 6581/2012

Dated: 25th July, 2012

etc

To,
Special Director,
Directorate of Enforcement
Government of India, Ministry of Finance,
Department of Revenue,
Janambhoomi Chambers,
Walchand Hirachand Marg,
Mumbai – 400 001.

Ref.: Show Cause Notice issued on 21.2.2012 in respect of Complaint bearing No.3/47/B/2010 dated 16.2.2012.

Sub.: Preliminary reply to the Show Cause Notice referred above.

Sir,

1. We address this communication under instructions and on behalf of our client Mr. Lalit Kumar Modi.
2. We had received the Show Cause Notice issued on 21st February, 2012 alongwith annexed complaint bearing No. T-3/47-B/2010 Part dated 16th February, 2012 on 24th April, 2012.
3. We have gone through the same we intend to file a detailed reply to the same. Please treat this reply as our interim reply.
4. However, having gone through the same, we find that the Show Cause Notice and the Complaint upon which it is based rely upon various documents, some of which have not been supplied to us. Without those documents, we would be seriously prejudiced and handicapped in preparing any meaningful and effective reply. Those documents as evidenced from bare reading of complaint are –
 - (a) The “reliable” information and order initiating enquiries alongwith scope thereof as relied upon in para 1.1 of the complaint.
 - (b) Directives dated 29.5.2008 and 14.7.2008 issued to the BCCI by ED as relied upon in para 1.1 of the complaint.

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- (c) Letters dated 4.7.2008, 7.8.2008 and 30.10.2009 written by BCCI to ED as relied upon in para 1.1 of the complaint.
 - (d) Print and Electronic Media Reports relied upon by ED as relied upon in para 1.1 of the complaint.
 - (e) Directives requisitioning documents from BCCI ,franchisees, media and commercial right holders and the concerned Authorised Dealers as relied upon in para 1.1 of the complaint.
 - (f) Replies and Documents supplied by BCCI, franchisees, media and commercial right holders and the concerned Authorised Dealers in terms of above directives as relied upon in para 1.1 of the complaint.
 - (g) The email dated 6.11.2007 as relied upon in para 3.10 of the complaint as well as undated mail forwarded by Mr. John Loffhagen.
 - (h) The email dated 21.1.2008 relied upon in para 3.12 of the complaint.
5. We wish to point out that in order to prepare a complete and effective reply to the show cause notice we require the documents relied upon in the Show Cause Notice and annexed complaint set out in para 3 above.
6. We further request you to kindly confirm, if the statements mentioned in the Annexure-IV (List of Documents) at serial numbers 1,2,4,5,6,7 are the only statements recorded by the Enforcement Directorate of the persons mentioned therein. We also request that if there are any other or further statements of those persons recorded by the Enforcement directorate then a copy of the same may kindly be provided to us.
7. We also request you that you may kindly disclose to us if there is any other document, material collected and statement recorded during the investigation and if so, a copy of the same may kindly be provided to us.
8. We further request you to grant us a reasonable opportunity to inspect the records and the file and take copies of any other documents/materials etc., which we may find relevant for the purposes of drafting the final reply to the Show Cause Notice and also in order to compare the records.
9. In view of the aforesaid facts and circumstances, we respectfully request as hereunder :-
- (i) Provide us with a copy of the complete set of relied upon documents/materials including the documents set out in para 3 above and any other document or material collected during the investigation.

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- (ii) Kindly confirm, if the statements given at serial number 1,4,5,6 & 7 o the Annexure to the Complaint are they only statements recorded by the Enforcement Directorate of the persons mentioned therein and if there are any further or previous statements of those persons recorded by the enforcement directorate then a copy of the same may kindly be provided to us.
 - (iii) Kindly grant us an inspection of the records and the file.
10. We submit that the proceedings initiated by you are quasi judicial proceedings where principles of natural justice are required to be complied with.
11. That so as not to prejudice the case of our client pending before you, while reiterating our request to supply the documents sought for, we are submitting the instant communication to you putting on record our preliminary reply. This preliminary reply is being filed on a without prejudice basis and we reserve our right to file a detailed reply upon supply of all the documents by you as sought by us.

Scope of Show Cause Notice

12. The Foreign Exchange Management (Adjudication proceedings and Appeals Rules) 2000 mandate that for the purpose of adjudication whether any person has committed any contravention, the Adjudicating Authority shall issue a notice to such person requiring him to show cause as to why an inquiry should not be held against him. It is clear from a bare reading of the rule that show cause notice to be so issued is not for the purposes of making any adjudication into alleged contravention but only for the purpose of deciding whether an inquiry should be held against him or not. That after considering the cause, if any, shown by such person, the Adjudicating Authority is required to form an opinion as to whether an inquiry is required to be held into the allegations of contravention. It is only then the real and substantial inquiry into allegations of contravention begins.

We submit that there is no good ground of initiating any substantive inquiry against our client and the proceedings against him are required to be dropped .

No Personal Allegation against our Client

13. The Show Cause Notice indicates that there is no personal allegation against our Client of having violated any of the provisions of FEMA. Show Cause Notice dated 21st February, 2012 in respect of foreign player agreements have been issued to the BCCI in which notice has been issued to our Client with the aid of Section 42 (1) of the FEMA which provides for vicarious liability. The other noticees are Mr. Niranjan Shah, the then Honorary Secretary, BCCI.

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14. Our Client through his general counsel and constituted attorney voluntarily received the show cause notice from the office of the Enforcement Directorate so that he can participate in the adjudication proceedings. It is pertinent to point out here that the FEMA permits participation in such proceedings through authorized representatives. It is pertinent to point out that the said show cause notice has been issued in respect of player agreements signed by the BCCI. The adjudication proceedings are essentially directed against the BCCI. The alleged infringement of not obtaining prior approval of the BCCI is also technical in nature and there are various instances where ex post facto approval is given by RBI.
15. The Enforcement Directorate (ED) Show Cause Notices reveal that ED has been investigating alleged violations under FEMA in relation to BCCI contracts and in respect of the general conduct of the IPL. The allegations reflect collective responsibilities rather than personal responsibilities. It is significant to note that the Enforcement Directorate has not identified any specific contravention under FEMA committed by our Client.
16. Yet on such allegations the Enforcement Directorate moved the Regional Passport Officer Mumbai ("RPO") to impound the Passport of our Client and the RPO revoked the passport of our Client vide order dated 31.3.2011.
17. Infact our client fully co-operated with the summons and provided all documents as sought by ED and which were in his possession. However he could not personally appear before ED on account the grave security threat to his life which was also confirmed by Mumbai police. Our Client had at various occasions offered to give evidence either by video link or even on a commission at Indian High Commission in UK but this offer was not responded to by ED. Our client had also given reply to the Show cause notice dated 20.09.2010 issued for alleged non compliance of summons and requested for early hearing of the same but the same has not been heard and decided .
18. Given the allegations as set out in the Show Cause Notice under reference, the action seeking impounding our Client's passport was wholly unreasonable, arbitrary and disproportionate action on the part of ED.
19. Before making interim submissions on the Show Cause Notice, we wish to place on record certain facts in respect of BCCI and IPL, as these would have bearing upon the allegations leveled in the Show Cause Notices under reference.

BCCI/IPL

20. The Board of Cricket Control of India (BCCI) is a society registered under the Tamil Nadu Societies Registration Act, 1975. It has its own Memorandum of Association and Rules

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- and Regulations. The President, the Secretary and the Treasurer are the office bearers of BCCI.
21. A sub committee of BCCI was set up known as Indian Premier League (IPL) to establish and oversee the operation of a domestic Twenty20 competition in India. IPL is not a separate entity but forms part of BCCI and is managed by a Governing Council having 14 members in which the office bearers of the BCCI are ex officio members. IPL as a sub-committee does not have any independent existence. It also does not have financial drawing or disbursing powers and all bank accounts are BCCI bank accounts operated by the Treasurer, BCCI. The Governing Council submits a report of its activities and decisions as well as audited final accounts for the approval of general body of the BCCI at its AGM.
 22. The IPL as a sub-committee was brought about in existence when on 13th September, 2007 the Working Committee of the BCCI approved the launch of Indian Premier League and set up a sub-committee. Vide amendment in Memorandum of Association and Rules and Regulations of BCCI on 16th December, 2007, IPL was made a standing committee of BCCI.
 23. Thus IPL like any other committee of BCCI for example Finance Committee, Legal Committee or Marketing Committee is merely to assist and aid the BCCI. The members of such Committees including the Chairman thereof can not be said to be person in-charge of or responsible to the BCCI for the conduct of business of the BCCI. This is so because IPL is merely a sub committee of the BCCI and has no control over the affairs of BCCI rather it is controlled by BCCI. IPL also has no say upon any financial drawings, disbursements or remittances as such matters are controlled by persons who are incharge of BCCI namely the President, the Secretary and the Treasurer. IPL does not also have any separate existence.

Key Role of Mr. N. Srinivasan

24. At the time of formation of IPL, Mr. N. Srinivasan was the Treasurer of BCCI. Since IPL was not a separate entity but only a sub-committee of the BCCI, all decisions in respect of IPL which had any financial implication or required drawing or disbursing of any funds or providing any guarantees or decisions which required financial compliances including RBI approvals were taken by Mr. N. Srinivasan. Without his being at the centre of such decision making- being incharge of and responsible for all financial matters, none of these decisions could have been made. Further, compliance with obligations of BCCI including giving of funds and guarantees was the responsibility of the Treasurer in the internal working of BCCI. It has been the standard practice of BCCI that all FEMA compliances

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and RBI approvals are required to be taken by the Treasurer's office. Mr. N. Srinivasan was the Treasurer of BCCI at that time.

25. Another aspect of the matter is that India Cement Ltd. ,whose promoter is Mr. N. Srinivasan, participated in the IPL Franchisee Auction and was awarded the Chennai Franchisee of IPL namely the Chennai Super Kings. Thus, Mr. N. Srinivasan as the defacto owner of Chennai Super Kings was at all times well aware both as officer bearer of BCCI and owner of franchisee about the entire working of IPL and was at all times personally interested in its pecuniary and financial matters.
26. On 27th September, 2008 Mr. N. Srinivasan became the Secretary of BCCI and Mr. M.P. Pandove became the Treasurer of BCCI. However, even after Mr. N. Srinivasan came to occupy Secretary's chair he continued the old reporting structure by which all clearances of guarantees, individual bills, payment approvals, disbursement, approvals from regulatory bodies continued to be routed through him. In fact, all of the bills which were sent to the Treasurer's office to pay were routed through the office of the Secretary. Mr. N. Srinivasan as Secretary made the office of Treasurer almost redundant and unconstitutionally took over his work too.

Finance Department of IPL:

27. That the IPL itself had a finance department. This finance department was reporting to the office of the Treasurer, BCCI and was headed by Mr. Prasanna Kannan who was the Chief Financial Officer of the IPL. The finance department also functioned in tandem with the Secretary's office. The financial consultant of IPL was Mr. P.B. Srinivasan who was as well the internal auditor of BCCI. These two persons namely Mr. Prasanna Kannan and Mr. P.B. Srinivasan are closely connected to India Cements Ltd. Mr. Prasanna Kannan is employee of India Cements Ltd. while Mr. P.B. Srinivasan is an internal auditor of India Cements Ltd. All contracts and other actions having the financial implication were cleared by the finance department of the IPL. This clearance was done with a priori approval of Mr. N. Srinivasan and then was processed through the Treasurer's office. The financial persons of IPL namely Mr. Prasanna Kannan and Mr. P.B. Srinivasan directly reported to Mr. N. Srinivasan. Thus, Mr. N. Srinivasan was at the fulcrum of the entire financial dealings of IPL. Mr. N. Srinivasan conflict of interest was highlighted at various times by our client and this resulted into Mr. N. Srinivasan harboring malice against our client.

Role of our Client:

28. That our client Mr. Lalit Kumar Modi was Chairman of Governing Council of Indian Premier League. The entire functioning of the IPL was undertaken by the Governing Council. All activities of IPL are acts that have documented approval from collective

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Governing Council or Working Committee Meetings in accordance with BCCI/IPL process. Our client has earlier provided documentary evidence to the complainant which illustrate collective council or board approval for all activities. Thus, no action of our client can be termed as unauthorized, unilateral actions on his behalf.

29. In so far as the role of our client is concerned it is significant to point out that the Enforcement Directorate has not identified any specific contravention under FEMA committed by our client.
30. It is important to state that our client was not in any manner, ever involved in any monetary transactions concerning the BCCI or the IPL. He had no cheque signing power. He was not mandated with any authority to exercise control over BCCI accounts, either operationally or in respect of withdrawals or payments. Thus, he had no role to play in any of alleged contraventions under FEMA.
31. That rather than causing loss of any foreign exchange , our client has been singlehandedly responsible for earning huge foreign exchange for the country. It is largely due to him that the BCCI has become financially most powerful board in the world cricket. In this process our client had brought various contracts in BCCI kitty worth over USD 6 Billion which have earned significant foreign exchange for the country. Thus, rather than causing loss of any foreign exchange, our client has contributed to significant amount of foreign exchange coming into the country. Some of the these contracts are Team Sponsorship Deal for Team India with Sahara, Team Apparel Sponsor Deal for Team India with Nike, Media Rights Deal with Nimbus for 4 years, Media Rights for overseas matches with Zee for 4 years, BCCI Sponsorship Deal with WSG, Indian Premier League Eight franchise contracts in 2008, ESPN deal for Twenty20 global rights, IPL Media Rights Deal with Sony, IPL Web Media Rights, IPL Title sponsorship and Ground sponsors, Renegotiated contracts of BCCI-IPL with Sony & WSG for the IPL Media rights, Nimbus Communication's 4 year deal for the rights to India's home international games, IPL Theatrical Rights Deal with UFO and ESD, IPL Entertainment Broadcast deal with Viacom and IPL two new franchise contracts in 2010.

Foreign Player Contracts :

32. Foreign Player contracts were entered into by the BCCI. The players were taken into a 'pool system' so that the franchisees forming the league could bid for them and create their own team.

It is pertinent to point out that the decision to take foreign players in the pool was a BCCI institutional decision. This was a decision to ensure the best players in the world could be a part of the Indian Prelier League. In September/October 2007, the Governing Council of

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the IPL took a decision that such players may be contracted to be part of Indian Premier League.

- All correspondence with players and other agents were handled by the then Treasurer of the BCCI, Shri N. Srinivasan. The agreements with the players were drafted by the BCCI's Corporate Lawyers namely, IMG. The entire system was put in place by resolutions passed on a collective basis by BCCI.
- The price at which players were contracted were sanctioned by the then Treasurer Shri N. Srinivasan. All payments made to the players were also the responsibility of the Treasurer.
- When the players auction took place, eight (8) Franchisees of the IPL made bids for most of the players in the pool and consequently contracted them. Therefore there was no liability on the BCCI to pay these players. Except to the extent a player was not picked by any of the franchisees or the Player's value was lower than the Minimum Guaranteed fees to the Player.

Non applicability of Section 42(1) of FEMA on our client:

- 33. It is submitted that Section 42(1) of FEMA in which the show cause notice has been issued to our client has no application qua him. It is well settled that Section 42(1) is a highly penal Section as it makes the person who was in-charge and responsible to the company for the conduct of its business vicariously liable for an offence committed by the company. Therefore in accordance with the well-settled principles of interpretation this section should be construed strictly. The Supreme Court in Giridhari Lal Gupta V/s. D.N. Mehta, AIR 1971 SC 28 held that in the context a person in-charge must mean the person should be in overall control of the day to day business of the company or firm.
- 34. It is submitted that our client at the relevant time was one of the Vice President of the BCCI as well as the Chairman of IPL which was a sub-committee of the BCCI. He was not an office bearer of BCCI. He was not the person responsible for conduct of business of BCCI nor in-charge thereof. He had no financial powers. He was not involved in making of any remittances a foreign exchange or repatriation thereof. He was also not involved in issuing instructions or giving payment advice to AD. In these circumstances Section 42(1) has no application to him. The provisions of Section 42 of FEMA do not make any person liable for consequences. It is only that person who was in-charge and responsible for the business of the whole organization who can be made liable u/s 42(1).

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Re Show Cause Notice:

1. The Show Cause Notice alleges that the BCCI has committed a contravention of Section 6(3) (j) of FEMA read with Regulation 3 of the Foreign Exchange Management (Guarantees) Regulation, 2000. It is alleged that BCCI had given guarantees to persons resident outside India without the general or special permission of the RBI to the extent of US\$ 2,14,90,000/- (equivalent to Rs.105.94 crores) being the Base Fee, Retainer Fee and Player's Fee payable by the Franchisees of the Indian Premier League ("IPL") to foreign Players ("Players"). The gravamen of the Complaint is that BCCI had guaranteed amounts due to Players from the various Franchisees of IPL ("Franchisees"). The Complaint relies on the BCCI (IPL) Player MoUs ("MoU"s), IPL Player Agreements ("Player Agreement"s) and IPL Non-Contracted Player Retainer Agreements ("Retainer Agreement"s) executed on behalf of BCCI with the Players.
2. BCCI has not guaranteed any amounts that were due from the Franchisees to the Players and that it has not paid any amounts to the Players that were contractually due from the Franchisees to the Players. The Complaint proceeds on the erroneous basis that by the execution of the MoUs, Player Agreements and Retainer Agreements, BCCI had guaranteed the debts and obligations of the Franchisees. The Complainant has not appreciated that when the MoUs with the Players was entered into, none of the Franchisees had been identified and in certain cases not even been incorporated. The MoUs with the Players were entered into at a stage when there was no contract between the Players and the Franchisees and therefore, it cannot be said that BCCI guaranteed the debt or obligation of another person. On the other hand, BCCI undertook these obligations as a principal and on its own behalf and payments were made in discharge of such obligations as the principal contracting party. Likewise, under the Player Agreements and Retainer Agreements, BCCI undertook the obligation to pay the fees to the Players as a principal and not as a guarantor of the debts or obligations of the Franchisees. The term "guarantee" as defined in the Indian Contracts Act 1926, and the meaning of guarantee as envisaged in law envisage an obligation undertaken by one person to pay the debt of another. When BCCI entered into the MoUs, the Player Agreements and the Retainer Agreements with the Players, there was no contract at all between the Players and the Franchisees.
3. The Complaint is also based on an erroneous construction of Section 6(3) (j) of FEMA, Regulation 3 of the Foreign Exchange Management (Guarantees) Regulation, 2000. The expression "guarantee or surety" in section 6(3) (j) of FEMA is followed by the crucial phrase "in respect of any debt, obligation or other liability incurred". The section clearly applies only to a guarantee that is extended for a subsisting or "incurred" debt. The

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Section cannot apply to a debt that has not been incurred at all by the Franchisees. Further, section 6(3) (j) relates to guarantees given which are capital account transactions, whereas the amounts due under the above MoUs, Player Agreements and Retainer Agreements to the Players were all current account transactions. Thus, the Complaint has no basis whatsoever in fact or in law.

4. It is submitted that all payments made pursuant to the contracts with the Players were conducted through normal banking channels and all relevant information was provided to the Authorised Dealer. Even the Complaint does not allege that the office bearers or employees of BCCI have benefited in any way from these alleged contraventions or even that there has been any loss of foreign exchange to India as a result of these alleged contraventions. Further it is submitted that BCCI has not paid any amounts to the Players that were due from the Franchisees or those which were claimed by the Players from the Franchisees, which the Franchisees' defaulted. For all the above reasons, it is denied that there has been contravention of any of the provisions of FEMA.
5. IPL was a move to capture the imagination of the viewing public by creating a new tournament between teams of 8 different Franchisees tendered by an auction to private parties interested in owning a team. Each team was allowed a certain number of foreign Players picked at a Player auction along with the Indian Players. Each team was allowed to have its own sources of income in the form of endorsements, ticket sales etc. The media rights income was shared between BCCI and the Franchisees.
6. BCCI in order to secure the availability of reputed foreign Players for being offered to the Franchisees, entered into MOUs with foreign Players between September and November 2007. In the case of certain Players, these MoUs were superseded by Player Agreements executed in February, 2008.
7. The tender process for choosing the Franchisees was initiated by a tender document dated 24.12.2007 and the list of Franchisees was finalized on 23.1.2008. The Player Auctions was held on 20.2.2008 and 5.3.2008. Thereafter, all the Players who were "purchased" under the auction scheme entered into Player Contracts with the respective Franchisees. The Invitation to Tender specifically provided that : **"For the avoidance of doubt from signature of the Franchise Agreement each Franchisee agrees to assume all payment obligations in respect of any player chosen by it under the Player Bid Process and IPL shall have to further payment obligations to any such player in respect of the League"**. A copy of the Invitation to Tender is annexed and marked as Annexure-A.

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8. It is very important to note that after the auction held on 5.3.2008, BCCI did not enter into any agreements with the Players. The entering into, MoU/Agreements with foreign players was a BCCI institutional decision as is evident from the following:
- A. The signing of foreign players as well as the form of contract was discussed in the IPL Governing Council meeting held on 18th October, 2007 in which the Governing Council authorized the Treasurer to go ahead and make the payment to all players signed by the Chairman, IPL. Copy of the Minutes of the Governing Council dated 18th October, 2007 is annexed and marked as **Annexure-B**.
 - B. Further update of various players signed was taken on record in the IPL Governing Council meeting held on 17th November, 2007. Copy of the Minutes of the Governing Council dated 17th November, 2007 is annexed and marked as **Annexure-C**.
 - C. That in the meeting of IPL Governing Council dated 25th January, 2008 the Governing Council members went through the final players contract. Copy of the Minutes of the Governing Council dated 25th January, 2008 is annexed and marked as **Annexure-D**.
 - D. Similarly issue of South African players' participation in IPL was discussed in IPL Governing Council meeting held on 3rd April, 2008 in which the Chairman, IPL was authorized to finalise the arrangement as per discussion in that meeting. Copy of the Minutes of the Governing Council dated 3rd April, 2008 is annexed and marked as **Annexure-E**.
 - E. The issue of both; foreign and Indian players being part of IPL was also discussed in the Working Committee Meeting of BCCI held on 13th September, 2007. Copy of the Minutes dated 13th September, 2007 is annexed and marked as **Annexure-F**.
 - F. The presentation of first IPL including participation International cricketers and Indian players was given in the Working Committee Meeting held on 22nd June, 2008. Copy of the Minutes dated 22nd June, 2008 is annexed and marked as **Annexure-G**.
 - G. The Finance Committee in its meeting held on 14th December, 2007 took note of all the players contracts and also noted the payments released to the players. Copy of the Minutes dated 14th December, 2007 is annexed and marked as **Annexure-H**.

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- H. In the meeting of the Finance Committee dated 25th March, 2008 the amounts paid to the foreign players by IPL was approved. Copy of the Minutes dt.25th March, 2008 is annexed and marked as **Annexure-I**.
- I. The Special General Meeting on 17th April, 2008 adopted the report of IPL which noted participation of International players and the auction procedure of various teams. Copy of the Special General Meeting dated 17th April, 2008 is annexed and marked as **Annexure-J**.
9. That all FEMA related compliances were being taken care of by the Treasurer's office. The bank accounts were also being opened / operated by Treasurer. In the Annual General Meeting of BCCI held on 28.09.2007 it was resolved that Mr. N. Srinivasan would open and operate the bank account in the name of BCCI – IPL and that he would be authorized to open and operate an EEFC (Dollar A/c) and EEFC (Pond A/c) in the name of BCCI – IPL. Copy of the Minutes of AGM dated 28.09.2007 is annexed and marked as **Annexure-K**. It is pertinent to mention that all FEMA and income tax compliances were being handled by the Treasurer's office along with internal auditor of the BCCI namely; Shri P.B. Srinivasan and all compliances were being reported to the Finance Committee of the BCCI as is evident from various minutes of the Finance Committee. As an example the minutes of Finance Committee meeting dated 12th August, 2009 are annexed and marked as **Annexure-L**.

10. AGREEMENTS BETWEEN BCCI AND THE PLAYERS

- (a) The Complaint refers to four types of contracts with the Players. (i) BCCI (IPL) Player MoUs, (ii) IPL Player Agreement Basic, (iii) IPL Player Agreement Firm and (iv) IPL Non-Contracted Player Retainer Agreements.
- (b) BCCI entered into several MoUs with foreign Players in September, October and November 2007. The MoU was a short form agreement that was intended to be replaced by a long form definitive contract within 45 days. Under the MoU, the Player agreed to play in the Indian Premier League. The MoU envisaged that the services of the Player would be offered by BCCI to IPL Franchisees and that the Player would enter into a Player Contract with the highest bidder among the Franchisees. The MoU allowed BCCI to assign its rights to the Franchisee. As regards the fees, the MoUs provided that "the Player would be paid by the BCCI an annual base fee of US\$<amount>-/- in each 12 month period of this Agreement."
- (c) BCCI sent IPL Player Agreements to several foreign Players in February 2008. These Player Agreements were very similar to the MoUs in that the Player undertook to play in the Indian Premier League and to enter into a Player's Contract with the Franchisee after

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the Player bid process. BCCI agreed to pay to the Player a fixed sum. It was envisaged that the Player fee payable by the Franchisee would be at least equal to the fee agreed to be paid by the BCCI. There were two types of Player agreements. If the Player chose the Basic Agreement then he was entitled to the amount bid for him in the auction if it was higher than the fee agreed to be paid by BCCI. If the Player who chose the Firm Agreement, and was picked in the auction for a higher price by a Franchisee, the bid amount to the extent it exceeded the base price would belong to BCCI. This was designed to offset any losses to BCCI for players not being picked.

- (d) Certain of these IPL Player Agreements to have a clause numbered 2.4 which read as follows :-

"Upon signature of the Player contract, BCCI –IPL's payment obligations under clause 2.3 shall immediately cease but thereafter BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player fee due to the Player under his Player contract."

- (e) BCCI sent "IPL Non-Player Retainer Agreements" to some foreign Players. Under these Retainer Agreements, the services of these Players were retained for the IPL and Champions Tournament for a fixed consideration referred to as the "Retainer". However, the Retainer Agreements also provided that in the event such a Player was offered a Player Contract by a Franchisee, he should enter into a Player Contract and the Retainer Agreement would cease to have any force during the term of the Player contract.

11. COMPLAINT:

- (a) It is submitted that the complaint has used the word "guarantee" in a loose and colloquial sense. What was meant was that BCCI assured that the Players would get the base fee but may actually earn more in the auction process. This was based on the following provision in the MoUs : "The Player will be paid by the BCCI an annual base fee of US\$.... (the Basic Fees) in each 12 month term period of this Agreement. The Player will then be offered to the IPL Franchisees on certain terms to be agreed by the Player for a Fee (the 'Franchisee Fee') and upon agreement the highest bidder will secure his services".
- (b) Similarly, the IPL, Player Agreement (Basic) provided in Clause 2.5 that "If pursuant to the Player Bid Process, the Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee, then the Player shall be entitled to retain an amount equal to 100% of the excess."
- (c) Thus, it was not meant that BCCI guaranteed the obligations of the Franchisees but only that the Players were assured of receiving or "guaranteed" the base fee. At this state,

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there was no contract between the Players and the Franchisees, no amounts were agreed to be paid by the Franchisees to the Players and consequently the MoUs could not operate to guarantee the Player any amounts due from the Franchisees.

- (d) The Complaint points out that the BCCI had signed MoUs with 36 foreign Players, listed in Annexure I to the Complaint; that the total of the base fees "guaranteed" by BCCI was US\$ 7,855,000/-.
- (e) The Complaint further points out that BCCI had entered into IPL Player Agreements with 6 Players (listed in Annexure II to the Complaint) with whom MoUs had been not been entered into, and that the total base fee to these six Players amounted US\$850,000/-.
- (f) The Complaint points out that in IPL Player Agreements with 26 foreign Players BCCI had extended guarantees that the Franchisee shall pay them the fees due; the total amount payable as determined in the auction for these 26 Players was US\$ 12,500,000/- (as listed in Annexure III to the Complaint). It is to be noted that this amount includes the base fees that is already included in the amounts specified in Annexure I and II.
- (g) The complaint points out that BCCI entered into Retainer Agreements with 6 foreign Players and the total fee to these Players was US\$ 285,000/- (as listed in Annexure IV to the Complaint).
- (h) Paragraph 6 to the Complaint states that BCCI had altogether guaranteed a total sum of US\$ 21,490,000/- to foreign Players;
- (i) In paragraph 7 of the Complaint, it is pointed out that BCCI was not a participant in the IPL tournament and the Players were to play for the respective Franchisees as per the scheme of IPL;
- (j) In paragraph 8 to the Complaint it is pointed out that permission from Reserve Bank had not been obtained by BCCI for the above contracts.
- (k) The Complaint concludes in Paragraph 10 that BCCI had entered into agreements with foreign Players under which BCCI had guaranteed to pay the foreign Players a minimum amount as "Base Fee" or "Retainer Fee" or the "Player Fee" payable by the Franchisees to the said foreign Players; that the total of such amounts payable to foreign Players as base fee or retainer fee and Player fee was US\$ 21,490,000/-; that the giving of such guarantees to the foreign Players without the permission of RBI constituted a contravention of section 6(3) (j) of FEMA read with Regulation 3 of FEMA (Guarantee) Regulations 2000.

DA

- (l) It is submitted that the Complaint has completely misconstrued the contracts between BCCI and the Players. It is denied that BCCI has provided guarantees to the Players in respect of obligations of Franchisees in contravention of section 6(3) (j) of FEMA.

12. RELEVANT STATUTORY PROVISIONS

- (a) Under the heading "Capital Account Transactions" section 6 of FEMA reads as under :-

"Without prejudice to the generality of the provisions of subsection 2, the Reserve Bank may, by regulations, prohibit, restrict or regulate the following –

a,b,c,d .. i,

j. giving of a guarantee or surety in respect o any debt, obligation or other liability incurred – (i) by a person resident in India and owed to a person resident outside India; or (ii) by a person resident outside India."

It is important to note that this provision is entitled "Capital Account Transactions". Secondly, subsection 3 only seeks to enlarge upon sub section 2 which empowers Reserve Bank to regulate Capital Account transactions. Therefore, it is clear that it is only the giving of guarantee in respect of a debt that is a capital account transaction would be governed by section 6(3) (j) of FEMA as well as the Regulations made thereunder. It will not have any application to the guarantees or similar transactions that are current account transactions which are governed by section 5 of FEMA.

- (b) Current Account Transactions are defined in Section 2(j) of FEMA as including "payments due in connection with foreign trade, other current business services and short term banking and credit facilities in the ordinary course of business".
- (c) Pursuant to the powers granted by section 6(2) of FEMA, Reserve Bank has issued Foreign Exchange Management (Guarantee) Regulation 2000. Regulation 3 of the said Regulation reads as under :-

"Save as otherwise provided in these regulations or with the general or special permission of Reserve Bank, no person resident in India shall give a guarantee or surety in respect of, or undertake a transaction, whatever name called, which has the effect of guaranteeing a debt, obligation or other liability owed by a person resident in India to, or incurred by, a person resident outside India".

DA.

- (d) While 2(3) (i) of the Regulations provide that words and expressions used in the Regulations shall have the same meanings as assigned to them in the Act, section 2 of FEMA does not define the term "guarantee". In accordance with established principles of interpretation, words and phrases of technical legislation should be assumed to be used in their technical meaning if they have acquired one. It cannot be disputed that the word "guarantee" has acquired a technical meaning. Both Parliament and Reserve Bank were aware of such technical meaning of the word "guarantee". Section 126 of the Indian Contract Act deals with contracts of guarantee and surety and reads as under :

'A "contract of guarantee" is a contract to perform the promise or discharge the liability of a third person in case of his default'.

It is well understood that the essence of guarantee is that a guarantor agrees to discharge his liability only in the event that the principal debtor defaults in his obligation. In other words, a guarantee presupposes the existence of a principal debtor and if in any contract there never was at any time another person who can properly be described as the principal debtor in respect of whose default the guarantor becomes liable, there cannot be said to be any guarantee.

13. SUBMISSIONS

- (a) It is submitted that all payments that BCCI undertook to make to the Players were for services rendered by them to IPL and consequently were current account transactions since section 2(j) of FEMA includes within the meaning of current account transactions all payments due in connection with foreign trade, other current business and services. Since the payment to Players was only for current services, the transactions with the Players would be only current account transactions. Section 6 applies only to capital account transactions as is evident from the heading of the section as well as the specific words used in subsection 1. Further the FEM (Guarantees) Regulation 2000 are issued under section 6(2) by RBI which empowers RBI to specify what classes of capital account transactions are permissible. Therefore, section 6 can have no application to a current account transaction which is covered only by section 5 of FEMA. No doubt section 6(3) lists in clause (j) the "giving of a guarantee or surety". But this clause must be read as only referring to guarantees or sureties in respect of a debt, obligation or other liabilities incurred in respect of a capital account transaction. In fact, this is further reinforced by all the transactions referred to in clauses (a) to (i) of 6 (3) all of which deal only with capital account transactions such as issue of foreign security, borrowing, lending, deposits, immovable property, etc. Since the transactions with Players were for services these are current account transactions, which are permitted to be undertaken without specific approval.

DA

- (b) It is submitted that the obligations undertaken under the Agreements did not contravene section 6(3) of FEMA since BCCI did not guarantee the debt of another person. It is incomprehensible as to how the Complainant has come to the conclusions that BCCI has guaranteed the debt, obligation or liability of the Franchisees. These MoUs were executed between September and November 2007 when the Franchisees had not been identified and in some cases not even incorporated. Section 126 of the Indian Contract Act, 1926 refers to a contract of guarantee as one in which a person agrees to discharge the liability of a third person. In order to give a guarantee, there must first be a principal liability of the principal debtor. The Complaint alleges that the Franchisee is the principal debtor. But in these cases the Franchisees had not undertaken an obligation to pay the Players at all. In fact the MOU does not use the word "guarantee" at all. The MOU, on the other hand, makes it clear that it is the principal liability of BCCI to pay the Players their fee until the agreement is assigned to the Franchisee. All that the MOU provides is an assurance to the Players that may be loosely or colloquially referred to as a "guarantee" that by agreeing to play in the IPL they are assured of the base fee. Regulation 3 of FEM (Guarantees) Regulation 2000 only prohibits a person resident in India from giving **"a guarantee or surely in respect of, or undertake a transaction, by whatever name called, which has the effect of guaranteeing a debt, obligation or other liability owed by a person resident in India to, or incurred by, a person resident outside India"**. This regulation presupposes that a debt has been assumed by a person (in this case the Franchisee) which is guaranteed by another person (in this case by BCCI). But if a Player is not picked up in the auction or picked up for a fee lower than the base fee, then there is no debt due in excess of the bid amount on the part of the Franchisee. In such a situation, the payment by BCCI to the Player of the fee where the Player is not picked up in auction or of the short fall where he is picked up for a lower fee by the Franchisee would not be a payment made under a guarantee but as a payment due from BCCI as a principal debtor.
- (c) Further BCCI's obligation under the Player Agreements with 6 Players listed in Annexure II to the Complaint to pay a fee of US\$ 850,000/- would not constitute a contravention of section 6(3) of FEMA read with Regulation 5 of the FEM (Guarantees) Regulation 2000. It is submitted that the obligation to pay the fees to the Players was that of BCCI as a principal debtor. In fact clause 2.3 of the agreements extracted in para 5.6 of the Complaint supports this position and reads as follows :

"subject to clause 2.1 and 2.4, BCCI – IPL hereby agrees to pay the Player a sum of US\$..... (the fee) plus the service tax if applicable in respect of the 2008 league".

DA

It is incomprehensible as to how the Complainant has construed this clause as a guarantee of a debt due from the Franchisee. It is crystal clear that this is an obligation assumed by BCCI and this is not an obligation of the Franchisees that is guaranteed by BCCI. As on the date of these Agreements, the Player Auction had not been conducted. For the reasons stated above these Player Agreements do not provide a guarantee from BCCI of the debts of the Franchisees.

- (d) In respect of the IPL Player agreements with 26 foreign Players that are listed in Annexure II to the Complaint, the Complainant relies on Clause 2.4 of the agreements which read as under :-

“upon signature of the Player contract, BCCI – IPL’ payment obligations under clause 2.3 shall immediately cease but thereafter BCCI – IPL hereby guarantees to the Player that the Franchisee shall pay the Player fee due to the Player under his Player contract.” The Complaint relies on this clause to state that BCCI had extended guarantees for the payment to the foreign Players of the fees payable under the layer contract between the Franchisees and the foreign Players. It is important to note that these IPL Player agreements were executed in February 2008 before the Players Auction on 20th February, 2008 and 5th March, 2008. This clause has to be construed in the context of the agreement that basically fixed the fee and obtained obligations from the Players to play in IPL. The objective was to assign the rights of BCCI to the Franchisees. However, since some Players did not want the obligations of BCCI to be likewise taken over by the Franchisee, whose identity they did not know and whose credit worthiness they have were unsure of, by this clause BCCI would continue to be responsible for the payment. This Clause only provided for the continuance of the obligations of BCCI under the Player Agreement. In other words, even after the Player Agreement came to an end and the Players entered into Player Contracts with their respective Franchisees, BCCI continued to be responsible for the amounts due from it in the event the Franchisee did not pay.

- (e) Even the clause that BCCI undertook to pay the Players for defaults of the Franchisee, such an obligation was not in the nature of a guarantee at all. A contract of guarantee has to necessarily be a tripartite agreement. There must first of all be a contract between the principal debtor and the creditor that lays the foundation for the transaction. There must be a contract by which the principal debtor expressly requests the surety to act as surety and agrees to satisfy the claims of surety. Without such a privity between the principal debtor and the surety, there can be no contract of guarantee at all. At best, it would be a contract of indemnity and not a contract of guarantee. It must be noted that under the

- Tender documents it was specifically provided that BCCI would have no payment obligations to the Players. Consequently as far as the Franchisees were concerned, BCCI did not have any obligations and hence the crucial element of a tripartite understanding that is a sine qua non for a guarantee does not exist.
- (f) It is also submitted that the amounts mentioned in Annexure III include the amounts agreed to be paid to the Players under Annexure I and II and hence the amount of alleged contravention is overstated.
- (g) It is submitted that the Retainer Agreements with the foreign Players listed in Annexure IV to the Complaint did not provide guarantees for payments by Franchisees. These Players were retained by BCCI and amounts payable to them as retainer was fixed by the contract. The fact that in the event such Players had been contracted by the Franchisees, BCCI – IPL's obligations would cease does not mean that these obligations constituted guarantees.
- (h) It is submitted that section 6(3)(j) of FEMA refers to "a guarantee or surety in respect of any debt, obligation or other liability incurred – (i) by a person resident in India and owed to a person resident outside India". On a plain reading, this section applies only to guarantees in respect of debts that have been "incurred". In other words, the debt must have been incurred, when the guarantee is given. In the present case, all the Agreements and MoUs are dated before the Player Auction dated. Even assuming without admitting, that obligations undertaken by BCCI were guarantees, they were not in respect of debts "incurred".
- (i) The proceedings for adjudication under FEMA are penal in nature and it is a rule of construction in respect of penal provisions that no cases shall be held to fall within it which do not fall within the reasonable meaning of its term and within the spirit and scope of the enactment. No violence must be done to its language to bring people within it but rather care must be taken that no one is brought within it who is not within its express language. Where an equivocal word or ambiguous sentence leaves a reasonable doubt of its meaning, the benefit of the doubt must be given to the citizen. It is submitted that on a reasonable construction of the contracts, no guarantees as understood in law have been extended on behalf of the Franchisees. If the meaning of the term guarantee or surety in FEMA and the Regulations were to be ambiguous, the benefit of the doubt must be given to BCCI.
- (j) For all these reasons, it is submitted that there is no contravention of Section 6(3) (j) of FEMA read with Regulation 5 of the (Guarantees) Regulations, 2000, as alleged.

D.A.

14. TRANSACTIONS WERE CONDUCTED BONAFIDE

- (a) It is finally submitted that even assuming, without admitting, that contraventions of FEMA had taken place, it was by inadvertence. BCCI was under the bonafide belief that approval from RBI was not required for the obligations under these Contracts. They had taken professional advice and provided full information to the Authorised Dealer. BCCI is a non-profit body with the object of promoting sport. BCCI has not gained by the alleged contravention.
- (b) The Hon'ble Supreme Court in Hindustan Steel Limited v. State of Orissa 1972 83 ITR 27 had observed that penalties are leviable only for contumacious conduct or when a person does not act bonafide. The Court held :

"Under the Act penalty may be imposed for failure to register as a dealer :S.9(1), read with S.25(1) (a) of the Act. But the liability to pay penalty does not arise merely upon proof of default in registering as a dealer. An order imposing penalty for failure to carry out a statutory obligation is the result of a quasi-criminal proceeding, and penalty will not ordinarily be imposed unless the party obliged, either acted deliberately in defiance of law or was guilty of conduct contumacious or dishonest, or acted in conscious disregard of its obligation. Penalty will not also be imposed merely because it is lawful to do so. Whether penalty should be imposed for failure to perform a statutory obligation is a matter of discretion of the authority to be exercised judicially and on a consideration of all the relevant circumstances. Even if a minimum penalty is prescribed, the authority competent to impose the penalty will be justified in refusing to impose penalty, when there is a technical or venial breach of the provisions of the Act or where the breach flows from a bona fide belief that the offender is not liable to act in the manner prescribed by the statute. Those in charge of the affairs of the company in failing to register the company as a dealer acted in the honest and genuine belief that the company was not a dealer. Granting that they erred, no case for imposing penalty was made out."

In the present case, there is no allegation in the Complaint that were willful contraventions of FEMA or that there was reckless disregard for law or that foreign exchange transactions were conducted outside normal banking channels. On the contrary, the transactions were between reputed parties, all relevant documents were furnished to the Authorised Dealer and full co-operation extended to the authorities. In these circumstances, it is submitted that no penalty is leviable.

D.K

15. Section 42(1) does not apply to a BCCI since it is a society of associations and not a company, firm, body corporate or association of individuals:

No adjudication proceedings can be held against our client and the reference to section 42(1) is wholly misplaced. Section 42(1) provides that:

"Where a person committing a contravention of any of the provisions of this Act or of any rule, direction or order, made thereunder is a company, every person who at the time the contravention was committed, was in charge of and was responsible to the company for the conduct of the business of the company shall be deemed to be guilty of the contravention and shall be liable to be proceeded against and punished accordingly:

Provided that nothing in this sub-section shall render any/such person liable to punishment if he proves that the contravention took place without his knowledge or that he exercised due diligence to prevent such contravention."

The Explanation to section 42 provides that:

"For the purposes of this section

(i) "Company" means anybody corporate and includes a firm or other association of individuals and

(ii) "Director" in relation to a firm means a partner in the firm."

The above section 42(1) read with the Explanation does not apply to BCCI for several reasons.

First, BCCI is a society registered under the Tamil Nadu Societies Registration Act 1975. As such it is not a Company or a Firm. It is not an association of individuals as its members are not individuals but other associations. It is not a body corporate as it has no corporate existence apart from its members. A body corporate has an entity apart from its constituent members and can hold property in its own name. However, the property of a registered society is vested in its Committee; section 18 of the Tamil Nadu Societies Registration Act 1975 states that "All property movable and immovable, belonging to a registered society, whether required before or after its registration, if not vested in trustees, shall vest in the committee and any such property may in legal proceedings be referred to as the property of the committee." Therefore Section 42(1) has no application to a society.

Secondly, as section 42(1) refers to a person in charge of the business of the company it can apply only to entities carrying on business. It cannot be applied to a not-for-profit body whose activity is to promote a sport and whose charter prohibits it from using the funds for any purpose other than promotion of the objects.

BCCI is a Society and all its office bearers are in honorary position only.

The Hon'ble Supreme Court of India in GiridharLal Gupta v D. N. Mehta AIR 1971 SC 28 has held that a person in charge must mean the overall control of the day to day business of the company or firm. Neither of them fulfil this criterion. The Supreme Court has also observed that section 23C (1) of Foreign Exchange Regulation Act 1973 (parimateria with section 42 of the Act) is a highly penal section since it makes a person vicariously liable for an offence committed by the person and therefore it must be construed strictly.

In any case, there is no reason to proceed against the Society and the the office bearers for the same alleged contravention. Following the Calcutta High Court decision in Sarah North Sen v Union of India AIR 1975 Cal 337, the FERA Board has held that a separate penalty on the partners of the firm u/s 42(1) in addition to penalty on the firm is not justified. (Seek B S H Export House v Director of Enforcement (1988) 41 Taxmann 138, B L Sajdeh v DOE 92 Taxmann 290, Diamant Carbon Products v DOE 1998 96 Taxmann 571 and Sudharshan Exporters v Directorate of Enforcement 81 SCL 101).

As has been pointed out BCCI is a not-for-profit society and its office bearers are not paid employees nor do they get any profits or dividends. They oversee a professional organisation to promote the sport of cricket. The office bearers take professional expert advice. Besides all relevant documents were furnished to the Authorised Dealer such as Agreements, Invoices, etc. The Authorised Dealer had not pointed out that the remittances required prior approval of RBI. All the remittances were made through normal banking channels. Income tax was withheld in accordance with law. Thus the office bearers had exercised due diligence and cannot be proceeded against as specifically provided in the proviso to section 42(1).

16. Our client is not office bearer of BCCI.

The office bearers of the BCCI are Honorary President, Honorary Secretary and Honorary Treasurer. Our client was Chairman of IPL, which was a sub-committee of BCCI. IPL had no separate existence or identity. Only an office bearer can be treated to "person in charge" of the society. For these reasons, we request you to drop the proceedings against our client.

17. In any case no penal action is called for:

We finally submit that even assuming that a contravention of section 5 of the Act had taken place, it was by inadvertence. BCCI had provided full information to the Authorised Dealer. BCCI is a non-profit body with the object of promoting sport. BCCI has not gained

D.A

by the alleged contravention. The Hon'ble Supreme Court in Hindustan Zinc Limited case had observed that penalties are leviable only for contumacious conduct or when a person does not act bonafide. In the present case, there is no allegation in the Complaint that was wilful contravention of the provisions or that there was reckless disregard for law of that foreign exchange transactions were conducted outside normal banking channels. On the contrary, the transactions are between reputed entities, all documents were furnished to the Authorised Dealer. In these circumstances, we submit that no penalty is leviable.

Request for personal hearing

We request you to treat this as an interim reply and request you to grant us a personal hearing.

Following in the Index of Annexures attached with this letter:

Sr.No.	Particulars	Page No.
1.	<u>Annexure-A</u> A copy of the Invitation to Tender is annexed and marked as.	25-95
2.	<u>Annexure-B</u> Copy of the Minutes of the Governing Council dated 18 th October, 2007	96-98
3.	<u>Annexure-C</u> Copy of the Minutes of the Governing Council dated 17 th November, 2007	99-103
4.	<u>Annexure-D</u> Copy of the Minutes of the Governing Council dated 25 th January, 2008	104-106
5.	<u>Annexure-E</u> Copy of the Minutes of the Governing Council dated 3 rd April, 2008	107-109
6.	<u>Annexure-F</u> Copy of the Minutes of Working Committee Meeting of BCCI held on 13 th September, 2007	110-112
7.	<u>Annexure-G</u> Copy of the Minutes of Working Committee Meeting of BCCI held on 22 nd June, 2008	113-116
8.	<u>Annexure-H</u> Copy of the Minutes of meeting of Finance Committee held on 14 th December, 2007	117-133
9.	<u>Annexure-I</u> Copy of the Minutes of meeting of Finance Committee held on 25 th March, 2008	134-153

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10.	Annexure-J Copy of the minutes of Special General Meeting dated 17 th April, 2008	154-157
11.	Annexure-K Copy of the Minutes of AGM dated 28.09.2007	158-165
12.	Annexure-L minutes of Finance Committee meeting dated 12 th August, 2009	166-180

Yours truly,
For Wadia Ghandy & Co.

D. Anambhan
Partner

Encl:

GG:SL



Annexure - A

ANN

25/

INDIAN PREMIER LEAGUE (IPL)



INVITATION TO TENDER

FOR

FRANCHISED INDIAN PREMIER LEAGUE RIGHTS
FOR OWNERSHIP OF TEAMS

Indian Premier League Rights Tender

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1. INTRODUCTION

- 1.1 The Board of Control for Cricket in India ("BCCI") is a society registered under The Tamil Nadu Societies Registration Act 1975 and has its head office at Cricket Centre, Wankhede Stadium, Mumbai 400 20, India. A separate Sub Committee unit of BCCI has been set up known as Indian Premier League ("IPL") to establish and oversee the operation of a domestic Twenty20 cricket competition in India and, if appropriate (see below), elsewhere in the world (the "League"). IPL is not a separate legal entity but forms part of BCCI and is managed by a separate Governing Council which reports to BCCI. This document constitutes an invitation to tender to any person who wishes to own and operate a Team. In this document a "Team" shall mean a team which participates in the League, "Franchise" shall mean the business of the operation of the Team and "Franchisee" shall mean the person who has been awarded the right to operate a Franchise as a result of having made a successful Bid.
- 1.2 The League will initially comprise eight teams which will play each other (both home and away) during the course of each season culminating in two semi-final matches involving the four best placed teams with the winners of such semi-finals then playing in a grand final (such matches being together the "Play-Off matches"). The number of teams in the League may increase or decrease as described below. An example of how the League's Matches may be co-ordinated is set out in Schedule 5 (although this League Match schedule is indicative only and is not final). It is the intention that the Franchisee whose successful Bid includes the second highest overall Franchise Fee (as defined below) shall be entitled to host the first Match in 2008. Each Team will be selected from a squad of no less than 16 players and further details relating to the requirements for each such squad are set out below.
- 1.3 The Season will, in respect of the League, last approximately six weeks during April and May in each year (although the period during which each Season takes place may be subject to change). The detailed rules relating to the regulation of Matches will be published shortly. In any year when a Champions Tournament (as defined below) is organised (which is not guaranteed to occur in any year) then the winner and runner up of the League in such year shall be entitled to participate but no rights to be granted to Franchisees as contemplated by this ITT relate to the Champions Tournament.
- 1.4 Whilst no more than one Franchise will be awarded per Bidder, Bidders may Bid for a Franchise in up to eight locations as contemplated by Section 9 below.
- 1.5 IPL requires Bidders to be available in Mumbai on Friday 18th and Saturday 19th January 2008 for the purposes of the award of Franchises. After the award of the Franchises the Franchisees will, on a date to be announced in due course, then be invited to take part in an auction for the various players who are available for the Teams as summarised in Section 10 below.
- 1.6 The words and expressions defined in Schedule 1 shall have the meaning set out in this ITT unless the context requires otherwise.

2. INVITATION TO TENDER

2.1 Invitation

IPL hereby invites tenders from reputed third parties to acquire the right and obligation to operate a Team in the manner described in this ITT.

2.2 Bid Objectives

To assist Bidders in understanding IPL's requirements, each Bid must be aimed at, amongst the other aims set out in this ITT, assisting IPL to seek to achieve the following (non-exhaustive and non-prioritised) objectives:

- (a) ensuring the widest coverage and the widest possible audience for the League;
- (b) assisting to develop the game of cricket in India;
- (c) maximizing and enhancing exposure wherever possible for each of the official sponsors of the League;
- (d) increasing and enhancing exposure for cricket in India both within India and the rest of the world; and
- (e) maximising the generation of revenue in respect of the League

and in submitting their bids, Bidders should demonstrate how they will be able to assist IPL in seeking to achieve the above stated objectives.

2.3 Eligibility to Bid

For the purpose of this ITT, any entities anywhere in the world (which expression includes, as regards corporate entities, the Bidder and/or its parent or subsidiary company), which satisfy the following requirements as at the date of this ITT (or such other specific date as is specified in this ITT in relation to any individual criteria) are eligible to participate in this tender process and to submit Bids (although the attention of Bidders is drawn to the fact that all Franchises will, for at least the first three years, be located in India):

2.3.1 Fit and proper person

Each Bidder must be a fit and proper person and BCCI reserves the right to reject any Bid from any Bidder which BCCI does not believe satisfies this criteria.

2.3.2 Consortia and Joint Bids

- (a) Consortia, joint ventures (whether incorporated or unincorporated) or joint bidders (each a "Consortium") may submit a Bid ("Consortium Bid(s)"), provided that:
 - i) the members of the Consortium collectively satisfy the criteria for Bidders set out in this ITT and the Eligibility Letter;



- ii) each member of the Consortium is jointly and severally liable for the acts of each other member in relation to its Consortium Bid(s); and
 - iii) the Consortium fully describes the relevant terms of its Consortium arrangement in its Consortium Bid.
- (b) Each member of any Consortium may also submit a separate Bid on its own behalf. For the avoidance of doubt, IPL reserves the right, if it determines it appropriate in the circumstances, to enter into direct arrangements with individual members of any Consortium.
- (c) If a Bidder has entered into an agreement for a joint venture (whether incorporated or yet to be incorporated), which shall operate the Franchise or otherwise be entitled to all or part of the Franchisee Rights (as defined in Section 3.3(b)) whether as a licensee, marketing agency or in any other capacity, the Bidder is required to disclose in the Bid all material details of the joint venture agreement.

2.3.3 Guarantees

Depending upon the financial standing of any Bidder, IPL reserves the right for a parent company or other such company of satisfactory financial standing to guarantee the obligations of the Franchisee pursuant to the Franchise Agreement (as defined below). In the case of a Consortium Bid, each member of the Consortium will be obliged to guarantee the obligations of the Franchisee in the Franchise Agreement. The failure to supply such a guarantee could result in the Franchise Agreement being terminated.

2.3.4 Bid Rejection

Any Bid submitted by an entity which fails to satisfy the eligibility requirements set out in this ITT may be accepted or rejected by IPL in its absolute discretion. IPL shall not pre-judge or advise a Bidder whether it is qualified or not. The Bidder must submit its Bid in accordance with the process specified in this ITT and enable IPL to then evaluate its Bid.

Potential bidders should also be aware that any Bid submitted by any person that is currently in default of any contractual obligation or undertaking owed to the BCCI (including, without limitation, any payment obligation) or which is otherwise connected with any person (including by way of being a subsidiary, undertaking or a parent company or part of a group of companies under common ownership and/or control) that is currently in default of any contractual obligation or undertaking owed to the BCCI (including, without limitation, any payment obligation) may be rejected by IPL in its absolute discretion notwithstanding that such person otherwise fulfils the eligibility criteria set out in this ITT.

3. FRANCHISE RIGHTS/OBLIGATIONS

3.1 Overview

This ITT constitutes an invitation to persons to tender for the right and obligation to establish and operate one (and one only) of the Teams during the Term (as defined below). Each Team shall be operated in accordance with the Franchise Agreement to be entered into by IPL and each Franchisee as described below together with the Regulations (as defined below). Franchisees will have the right to receive certain revenues relating to the League and their respective Teams as detailed below.

3.2 The Franchise

Each Franchisee will have the right and obligation to establish and operate one Team which will form part of and take part in the League. Franchisees shall, subject to the ongoing requirement to comply with both the Franchise Agreement and the Regulations at all times, be entitled to operate their Franchise at their discretion including the development of local commercial arrangements with sponsors and suppliers (as summarised in Section 3.3 (b) below) although the attention of Bidders is drawn to the fact that the arrangements relating to certain League rights are to be exploited centrally by IPL as set out in Section 3.3 below.

3.3 Central Rights/Franchisee Rights

Certain of the rights relating to the League shall be exploited by IPL with the revenue therefrom to be divided in the manner set out in Section 3.4. Franchisees shall be entitled to exploit the other rights relating to their respective Teams as summarised below.

- (a) IPL shall have the exclusive right to enter into arrangements for the exploitation of those rights relating to the League and the Teams which are set out below (together the "Central Rights") with the income from the exploitation of such rights being shared with Franchisees in the manner set out in Section 3.4 below:
 - (i) "Media Rights" shall mean the right to broadcast or otherwise distribute audio-visual, visual and audio coverage of any League Match (whether on a live or delayed basis and whether of all or any part of such match) by any and all means now known or hereafter developed including but not limited to all forms of television, home video and DVD, theatre and non-theatre rights, in-flight, ship-at-sea, distribution to all forms of mobile devices and via the internet and whether scheduled or on demand and in whatever format (whether linear, interactive, free to air, pay or otherwise);
 - (ii) "Title Sponsorship Rights" shall mean the right to be the title sponsor of the League;
 - (iii) "Umpire Sponsorship Rights" shall mean the right to be appointed as the official sponsor of the umpires and other match officials at League Matches;

- (iv) "Stadium Advertising Rights" shall mean the right to have any advertising or other branding featured within any stadium at which a League Match takes place subject to the rights reserved for Franchisees referred to below;
- (v) "Official Sponsor Rights" shall mean the right to be appointed an official sponsor to the League in up to a maximum of six product/service categories;
- (vi) "Games Rights" shall mean all rights of any kind whatsoever in relation to any toy or game of any kind which is based on or about the League and/or the Teams (including without limitation any electronic game which may be played on any television, computer, mobile phone or other handheld device of any kind);

If and to the extent that additional rights relating to the League become available for commercialisation which IPI believes should be exploited on a centralised basis then such rights shall be deemed to be Central Rights.

(b) All commercial rights (other than the Central Rights and in respect of the Licensing Programme (the latter being summarised in Section 3.5 below)) relating to the Franchise and the relevant Team (being "Franchisee Rights") shall, subject as provided in Section 4.1 (b) and generally to the provisions of the Franchise Agreement, be available for exploitation by Franchisees including:

- (i) shirt sponsorship arrangements;
- (ii) Team/Franchise naming rights arrangements;
- (iii) other arrangements with local sponsors;
- (iv) gate receipts;
- (v) corporate entertainment and premium seating programmes;
- (vi) local suppliership arrangements

and the Franchisee shall have the right to the use of twelve advertising boards at its home League Matches (IPI having rights in respect of the remaining 60 boards) in connection with the exploitation of the Franchisee Rights subject to a maximum of six such boards being granted to any one person (or three such boards where there is a conflict with any person who has been granted any of the Central Rights).

3.4 Rights Income

The income from the exploitation of the Central Rights and the Franchisee Rights shall be apportioned as follows:

(a) The income from the exploitation of the Central Rights in respect of each year shall, after the deduction of certain central expenses relating to the League (see below), be divided between Franchisees in such year in the following manner:



(i) Central Rights Income from the sale of the Media Rights

Year	Franchisees' Share (%)	IPL Share (%)	Prize Money (%)
2008	64	20	16
2009	64	20	16
2010	56	30	14
2011	56	30	14
2012-2017	48	40	12
2018 onwards	40	50	10

(ii) Other Central Rights Income

Year	Franchisees' Share (%)	IPL Share (%)	Prize Money (%)
2008-17 (inclusive)	48	40	12
2018 onwards	40	50	10

The above-mentioned Franchisees' share of the Central Rights Income shall be divided equally between the number of Franchisees in each such year. The Prize Money in each year shall be distributed between all Teams based on their respective performance in the Season and as otherwise laid down in the Operational Rules.

(b) The Central Rights Income to be divided between the Franchisees and IPL in each year shall be net of the League Expenses (such expenses to be allocated to the Franchisees in the same manner as the IPL share, if not or possible, to be allocated equally between all the Media Rights and other Central Rights). IPL shall seek to ensure that all such expenses are kept to a reasonable level and shall be itemised, audited and made available to Franchisees.

(c) Each Franchise shall subject as contemplated in Section 4.1(b) be entitled to retain 100% of the income from the exploitation of its Franchisee Rights including the right to retain all gate receipts from the Franchisee's home League Matches (which will be managed centrally as described in Section 3.11 below) save that it is acknowledged that up to 20% of the aggregate value of the tickets in respect of such matches shall be provided to IPL free of charge (the type of such tickets to be decided at IPL's discretion) to meet the host cricket associations commitment to members and other organisations.

(d) Each Franchisee shall be responsible for all costs relating to the operation of its Franchise including without limitation the fees and salaries of all persons providing services for its Team, all costs of staging each home League Match (such as the cost of the hire of the relevant stadium, all security and other staff costs at the stadium).

(e) The Franchisees' share of the Central Rights Income (as set out in paragraph (a) above) is higher in the earlier years to recognise that it may take some time for Franchisees to develop the income from the exploitation of their own Franchisee Rights. It is not IPL's intention for the share of the Central Rights Income received in respect of any year by Franchisees to be less than was received in the previous year solely as a result of the change in the

Franchisees' share of the Central Rights Income as set out paragraph (a) above.

- (D) IPL reserves the right to alter the above-described division of Central Rights Income prior to the closing date for submission of Bids if its forecasts for the income to be generated under the agreements relating to the grant of the Central Rights materially change. The results of the Media Rights tender are expected to be known on 8th January 2008 at which time these forecasts will be reviewed by IPL and the above apportionment of Central Rights Income may be adjusted. Any such adjustment will be notified to all persons who have received a copy of this ITT.

3.5 Licensing

All licensing and merchandising of any products (being products which bear the name and/or logo of the League and/or any Team) shall be conducted centrally by IPL. IPL shall, after the deduction of fair, reasonable and audited expenses incurred in connection with such centralised Licensing (which shall be allocated amongst Franchisees in proportion to the amount of income generated by the Licensing of products bearing the respective Franchisees' logos and other trade names/marks) pay to the Franchisees 87.5% of income received from the sale of products bearing such Franchisee's team name or other trade mark or logo. Where any product bears the name or other logo of more than one Team then 87.5% of the income from the sale of such products (after the deduction of the expenses relating to such sales) shall be divided equally between the relevant Franchisees. IPL will be entitled to 12.5% of the income from all Licensing activities. Franchisees shall not be entitled to conduct sales or grant any licences in respect of the sale of any products bearing the name, trade mark or logo of such Franchisee's team and/or the League.

3.6 Term

Each Franchise will be granted the right (and will accept the obligation) to operate a Team for so long as the League continues (the "Term").

3.7 Players

Following the award of the Franchises, Franchisees will, in respect of the first year only, be invited to select their players by way of a player auction as summarised in Section 10 below. Franchisees are also entitled to contract with players who do not form part of the player auction.

3.8 Stadia

- (a) IPL shall ensure that the Stadia which are the subject of the eight successful Bids are made available to the relevant Franchisees subject to the payment by the relevant Franchisee of the basic Match running costs (which costs will be charged to Franchisees pursuant to the Franchise Agreement).

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(b) Schedule 6 includes a list of those stadia which have or are shortly expected to satisfy IPL's minimum criteria for staging League Matches (the "Stadia"). In submitting their Bid, Bidders must choose one or, if they wish to submit a Bid for multiple locations, more of the Stadia and any Bid which chooses a stadium not referred to in Schedule 6 will be rejected.

3.9 Exclusivity

In order to enable a Franchisee to have the opportunity to establish the business of the Franchise and benefit from first mover advantage, for the first three Seasons of the Term each Franchisee will be granted the exclusive right to operate its Team within a radius of 50 miles from such Franchisee's stadium.

3.10 Play-Off Matches

The right to host the Play-Off Matches (being the semi-finals and final matches in each year to decide the ultimate League Standings of the top four Teams) will be put to tender in each year of the Term save for the first year when the Franchisee whose successful Bid includes the highest overall Franchise Fee will be entitled and obliged to host the Play-Off Matches. The Franchisee which hosts the Play-Off Matches shall be entitled to retain the associated gate receipts subject to the obligation to provide IPL with up to 20% of the aggregate value of all such tickets for each Play-Off Match free of charge (with the type of such tickets to be decided at IPL's discretion).

3.11 Ticketing

Franchisees will be obliged to use an independent central ticketing agency which will organise all ticketing arrangements in respect of all League Matches

3.12 Multiple Franchises

As set out in Section 9 Bidders may submit a Bid in respect of more than one Franchise. However, no more than one Franchise will be awarded to any Bidder and, as provided in the Operational Rules, no Franchisee may have any interest in any other Franchise whether as a result of the award of Franchises as contemplated by this ITT or otherwise.

3.13 Franchise Agreement

The Franchise Agreement attached at Schedule 2 to this ITT sets out further details in relation to the operation of a Franchise including the Franchisee's obligations in respect thereof. IPL reserves the right to amend the Franchise Agreement prior to the end of the period for submission of Bids and, in such circumstances, shall provide all those persons who have received this ITT with an amended version thereof. Each Bidder will be obliged to enter into the Franchise Agreement and to deliver it to IPL as part of its Bid as described further below.

3.14 Franchise Sale/Listing

Franchisees and/or the owners of Franchisees shall (after a minimum period of three years) be entitled to sell their Franchise to a third party or to effect a transfer of a controlling interest in or Listing of shares in the company which (directly or indirectly) controls the Franchisee subject to compliance with the pre-conditions to any such sale set out in the Franchise Agreement including the payment to IPL of a percentage of the value of the Franchise (being 10% for the first such sale, transfer or Listing and 5% thereafter). A "Listing" shall be the admission to trading on any recognised investment exchange of all or any part of the shares in any company which controls the Franchisee.

3.15 Increase in Teams

No increase will be made in the number of teams competing in the League until the fourth Season at the earliest and no more than one extra team will be added in any subsequent Season. It is anticipated but not guaranteed that no more than ten teams will participate in the League.

4. FRANCHISEE PAYMENTS

- 4.1 As consideration for the right to operate a Franchise and to be a member of the League each Franchisee shall pay to IPL the following sums:
- (a) for the first ten years a fee for the grant of the above rights (the "Franchise Fee") which the Franchisee shall be obliged to pay in ten equal annual instalments over a period of ten years. The total amount of the Franchise Fee must be included as part of each Bid;
 - (b) from the eleventh year onwards, 20% of sums received by such Franchisee from the exploitation of the Central Rights and Franchisee Rights;
 - (c) if BCCI and/or IPL has, pursuant to the arrangements referred to in Section 10.2 below, paid any amount of the Player Fee payable to any player chosen by a Franchisee under the Player Bid Process then such sum shall be payable by such Franchisee to IPL in accordance with the Franchise Agreement. The Player Bid Document which will be provided to Franchisees prior to the Player Bid Process (as defined in Section 10) shall contain details of any such amounts paid to any players by BCCI and/or IPL. For the avoidance of doubt from signature of the Franchise Agreement each Franchisee agrees to assume all payment obligations in respect of any player chosen by it under the Player Bid Process and IPL shall have no further payment obligations to any such player in respect of the League;
 - (d) where a Franchisee successfully bids for a player who has entered into a "firm" agreement with BCCI (as described in Section 10 below) then if the Franchisee (in the Player Bid Process) agrees to pay an annual sum to such player which exceeds the fee which BCCI had agreed to pay to such player (pursuant to the above-mentioned "firm" arrangements) then an amount equal to such excess shall be paid by such Franchisee to IPL and not to the relevant player.

- 4.2 The sums payable to IPL referred to above shall be paid in US dollars unless the Franchisee is an Indian entity in which case (and as required by law) such sums shall be paid in Indian Rupees (converted at the FT selling exchange rate published by The State Bank of India at the time payment is required to be made). All such sums shall be paid together with any service tax which may be chargeable thereon.
- 4.3 Any failure by a Franchisee to pay any of the above-mentioned sums on the due date for payment will be a material breach of and entitle IPL to terminate the Franchise Agreement.

5. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF BIDS

5.1 Further Information

Bidders shall remain responsible for obtaining all further information necessary or expedient for the purpose of submitting their respective Bids, and will be deemed to have done so before submitting any Bid. Information may be sought within 15 days from the date of first issuance of this ITT and thereafter any further queries will be responded to at IPL's sole discretion. No irrelevant query will be entertained and the decisions of IPL in this regard shall be final. No Bidder shall, in the process of seeking clarifications, enter into any contractual negotiations. Further, no Bidder shall, in the process of seeking clarifications, submit a request for information relating to any internal processes followed by IPL.

Requests from bidders for clarification and/or further information relating to this ITT must be addressed to IPL and marked for the attention of Mr. Lalit Modi and received by IPL by way of electronic mail (e-mail) sent to lkmodi@aol.com with a copy to becimarketing@aol.com.

Save as specified herein, Bids and other supporting papers that may be furnished shall and will become the property of IPL upon their delivery and IPL will not be obliged to return them. However all information and documents that are furnished to IPL will be treated as strictly confidential and shall not, unless required in accordance with law, be disclosed to any other party.

5.2 No Conditionality

Save as is prescribed above in relation to the proposed location of a Bidder's proposed Franchise, Bidders may not make any of their Bids subject to any form of conditionality or limitation including, without limitation, the identity of, or particular arrangements being put in place with, any other third party, participating teams, scheduling of Matches or other specific requirements relating to the Franchise and/or the League. Any such conditional Bids may summarily be neglected and/or rejected.

5.3 Bid Costs

Each Bidder is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its Bid(s) and any responses to requests for further information by IPL.

6. AMENDMENT/ADDENDUM

6.1 The information set out in this ITT is in summary form and does not purport to contain complete descriptions of the arrangements relating to the organisation, staging and format of the League and/or Matches, the arrangements relating to the Franchise or the terms and conditions affecting the exercise of the same, all of which may be subject to change and amended by IPL in its discretion. This ITT does not contain any representation upon which any Bidder is entitled to rely at any point in time in order to bring any claim, action or proceedings against BCCI, IPL or any other third party (whether for misrepresentation or otherwise).

6.2 At any time prior to the last date for submission of the Bids, IPL may, either for any supervening factors and/or events or in response to a bona fide request for further information (including clarification) by a Bidder, modify, add or alter the terms of the invitation and/ or the conditions of this ITT by issuing an Addendum(s) or otherwise, without any obligation to provide reasons.

The amendment(s)/addendum(s), if any, will be notified in writing to the Bidders at least 24 hours prior to the last date for the submission of Bids. Such addendum(s)/amendment(s) will form part of this ITT and will be binding.

7. REQUIREMENTS OF THE TENDER

7.1 Performance Deposit.

(a) Each Bidder must at least 48 hours before the submission of any Bid pay to IPL a single performance deposit (the "Performance Deposit") in the amount of US\$5 million (payable in Indian Rupees using an exchange rate of 1 US \$ to INR40). The Performance Deposit shall be deposited by way of a bankers draft issued by a bank of international repute drawn in favour of Indian Premier League. For the avoidance of doubt only one Performance Deposit totalling US\$5 million is payable by Bidders even if such Bidders specify more than one location on their Franchise Bid Form (see Section 9 below).

(b) BCCI hereby irrevocably states that it shall return the Performance Deposit to unsuccessful Bidders within 5 business days of the unconditional award of the Franchises.

(c) For successful Bidders the Performance Deposit shall, upon the award of the Franchise, become IPL's property and shall act as the payment or part payment (as appropriate) of the first annual instalment of the Franchise Fee.

(d) Any Bidder which fails to comply with the above-mentioned requirement to pay the Performance Deposit may be rejected by IPL in its absolute discretion.

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7.2 Other Documents

Each Bidder shall at the time of submission of the Bid submit the following documents:

- (a) an Eligibility Letter together with any supporting documents required to be provided as per Schedule 3 of this ITT;
- (b) an Affidavit which is to be attested/notarized on Rs.100 stamp paper as per Schedule 4 of this ITT;
- (c) a duly completed Franchise Bid Form (in the form set out at Schedule 3);
- (d) a Franchise Agreement signed by a duly authorised representative of the Bidder in respect of each location included in the Bidder's Franchise Bid Form. In each such Franchise Agreement Bidders shall complete the following details:
 - (i) the full name and address of the Bidder at the start of such agreement;
 - (ii) the relevant location in the appropriate space in Recital B on page 1;
 - (iii) the total amount of the Franchise Fee included as part of the relevant Bid in clause 7.1; and
 - (iv) the full name of the Bidder on the signature page

although Bidders are reminded that only one Franchise will be awarded per successful Bidder;

- (e) evidence satisfactory to IPL that the Franchise Agreement(s) delivered as part of any Bid has/have been signed by a duly authorised representative of the Bidder.

8. SUBMISSION OF THE BID

- 8.1 Only the persons which comply with the eligibility requirements set out in Section 2 above are entitled to participate in this tender process and to submit a Bid or Bids. Any Bid submitted by any person who is not eligible as per the requirements of the above-mentioned eligibility section may be rejected by IPL in its absolute discretion.
- 8.2 The Bidders shall deliver to IPL the original of the tender documents duly filled in and signed and sealed along with all supporting documents and papers with three exact and legible copies thereof and documents evidencing payment of the Performance Deposit as provided in Section 7 above.

The Tender Documents in sealed covers, as above, shall be delivered by hand in person by an authorised representative of the Bidder to IPL by 10.00am on Friday 18 January 2008 at The Cricket Centre, Wankhede Stadium, Mumbai 400 20. No tender in torn condition or in unsealed covers will be accepted. All documents must be delivered at the same time and no further documents will be accepted past the above-mentioned time and date unless otherwise decided by IPL (in its discretion) in the case of exceptional circumstances. The Eligibility Letter and Affidavit should be enclosed in one envelope clearly labelled "Envelope A - Eligibility Letter and Affidavit".

The Franchise Bid Form, the Franchise Agreement(s) and the supporting documents referred to in paragraph (e) above should be enclosed in a separate envelope clearly labelled "Envelope B - Franchise Bid Form and Franchise Agreement(s) together with supporting documents)".

8.3 The outer envelope containing the Tender Documents must be sealed and marked as follows:

Invitation to Tender - Indian Premier League Rights

Att of: Mr. Lalit K Modi, Chairman and Commissioner - IPL

There should be nothing on the outside of the envelope containing the Tender Documents which identifies or indicates the identity of the Bidder.

9. SELECTION OF WINNING BIDS

9.1 Each Bidder must, as part of its Bid, specify the following information by the completion of a document in the form set out in Schedule 5 (the "Franchise Bid Form"):

(a) the Franchise Fee it is prepared to pay in respect of each location included in the Franchise Bid Form in order to be granted the right to operate a Franchise at each such location. The attention of Bidders is drawn to the fact that the proposed Franchise Fee included in any Bid for any location (see Section 4.1(a) above) shall be a minimum of US\$50 million (fifty million US dollars) and any Bid which includes a Franchise Fee lower than said sum will be rejected;

(b) the desired location(s) for its Franchise which must be chosen from the Stadia listed in Schedule 6. Each Bidder may nominate up to eight such alternate desired locations when completing its Franchise Bid Form provided that it specifies a proposed Franchise Fee for each such location (which may be the same or a different sum for each specified location (subject always to the above-mentioned minimum Franchise Fee)) The order in which locations are set out in the Franchise Bid Form is not taken to indicate any preference on the part of Bidders;

(c) full details of its plans and proposals for the operation of its Team and the exercise and exploitation of the Franchise.

Bidders are reminded that although they are able to specify more than one desired location on their Franchise Bid Forms only one Franchise will be awarded to any one Bidder with eight Franchises to be awarded in total.

- 9.2 IPL strongly recommends that an authorised signatory from each Bidder shall be available in Mumbai on Friday 18th January and Saturday 19th January 2008 to provide any clarifications as may be necessary arising from their Bid, such clarifications to include possible re-Bids as contemplated below. If any Bidder is unable to ensure that such an authorised representative is so available then it should inform IPL in a timely fashion of contact details for a person who will be authorised to submit re-Bids in the event of tied Bids (see Section 9.3 below). The failure of a Bidder to be so available will result in such Bidder failing to be able to submit such a re-Bid and in such circumstances such Bidder will forfeit the ability to be awarded a Franchise in the location which is the subject of such tied Bids.
- 9.3 Eight Franchises will be awarded in respect of eight different locations to eight different Bidders according to the following process:
- Each Franchise will be awarded to the Bidder who proposes the highest Franchise Fee in respect of the relevant location and who has not already been awarded a Franchise.
 - The order in which Franchises will be awarded to locations will be determined as follows: The location which is the subject of the highest overall proposed Franchise Fee will be awarded first. Any other offers submitted by the successful Bidder will not be considered. Thereafter the location which is the subject of the remaining highest proposed Franchise Fee will be awarded and any other offers submitted by that successful Bidder will be disregarded and so on until eight Franchises have been awarded.
 - In the event of there being equal remaining highest proposed Franchise Fee for two or more locations then IPL shall in its discretion decide the order in which such locations will be awarded a Franchise.
 - In the event that there are equal remaining highest proposed Franchise Fees for a greater number of locations than correspond to the remaining number of available Franchises then the relevant Bidders for such locations will be invited to submit re-Bids for the locations originally Bid for and the final Franchise(s) will be awarded based on the highest offers comprising such re-Bids.
 - In the event of there being tied highest remaining proposed Franchise Fees for a particular location then the relevant Bidders will be given the opportunity to submit a higher proposed Franchise Fee for that location. In the absence of such re-bids the Franchise will be awarded by the drawing of lots. No Bidder shall in such circumstances be entitled to withdraw or reduce its original proposed Franchise Fee.

The following is an example (for illustrative purposes only) of how Franchises will be awarded. The figures below do not express any monetary value or currency and have been chosen for illustrative purposes only. X means the location was not the subject of a Bid.

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Locations	A	B	C	D	E	F	G	H
Bidder 1	11	7	9	X	X	X	X	X
Bidder 2	X	9.5	8	8	10	7	7	0
Bidder 3	9	8	8	9	X	8	7	8
Bidder 4	8	8	7	8	X	10	6	X
Bidder 5	X	X	7	7	10	X	X	X
Bidder 6	10	X	X	X	X	8	X	X
Bidder 7	6	6	6	6	6	6	6	6
Bidder 8	X	X	7	7	8	X	7	7.5
Bidder 9	X	X	7	7	8	X	6	6

In this example:

- (a) Location A is awarded first since it is the subject of the highest overall proposed Franchise Fee. It is awarded to Bidder 1 and all other offers from Bidder 1 are disregarded.
- (b) Locations E and F are the subject of equal remaining highest proposed Franchise Fee. IPL in its discretion decides to award the second Franchise to location F. It is awarded to Bidder 4 and all other offers from Bidder 4 are disregarded.
- (c) Location E is awarded next. It is the subject of tied remaining highest proposed Franchise Fee (from Bidders 2 and 5). Bidders 2 and 5 are therefore invited to submit re-bids and Bidder 5 submits the highest re-bid and is therefore awarded the Franchise in respect of location E.
- (d) Location B is awarded next since it is the subject of the highest remaining proposed Franchise Fee. It is awarded to Bidder 2.
- (e) Location D is awarded next to Bidder 3.
- (f) Location H is awarded next to Bidder 8.
- (g) Location C is awarded next to Bidder 9.
- (h) Location G is awarded next to Bidder 7.
- (i) Bidder 6 is unsuccessful.

9.4 In the event of the Franchise Fee included in a successful Bid being increased as a result of a re-bid (of the kind contemplated in Section 9.3 above) then the relevant Bidder will immediately be required to endorse an amendment to the relevant signed Franchise Agreement to reflect such increased Franchise Fee. Failure to comply with this requirement may (in IPL's discretion) result in the relevant Franchise

being awarded to another Bidder and the Performance Deposit of the first-mentioned Bidder being forfeit.

- 9.5 Each Bidder who is awarded a Franchise must pay the balance (if any) of the Franchise Fee for 2008 within 5 days of it being awarded a Franchise as provided in the Franchise Agreement.
- 9.6 No more than one Franchise will be awarded to any Bidder.
- 9.7 By submitting a Bid, each Bidder irrevocably agrees to the above-mentioned process for the selection of winning Bids for Franchises.
- 9.8 The attention of Bidders is drawn to the fact that if they are awarded the Franchise in respect of Mumbai, Kolkata, Bangalore or Mohali/Chandigarh then the relevant Franchisee will be obliged to enter into a Player Contract with Sachin Tendulkar (in the case of Mumbai), Sourav Ganguly (in the case of Kolkata), Rahul Dravid (in the case of Bangalore) and Yuvraj Singh (in the case of Mohali/Chandigarh) and the Player Fee and any other benefits for such players must exceed by at least 15% the highest Player Fee and other benefits payable to any other player in the relevant Franchisee's squads.
10. **PLAYER BID PROCESS**
- 10.1 By submitting a Bid, each Bidder irrevocably agrees, in respect of the first year only of the Term, to participate in the Player Bid Process in the manner contemplated by the Franchise Agreement and as summarised below. The Player Bid Process will occur in the first year only; thereafter Franchisees will be able to source players directly.
- 10.2 Once Franchises have been awarded unconditionally in respect of all initial eight Teams then the Franchisees will be provided with a document (the "Player Bid Document") which shall include a list of cricketers available to such Franchisees for their respective teams together with the minimum annual salary payable to such players. The list of players, which IPL currently anticipates shall be included in the Player Bid Document, is set out in Schedule 7. Certain of the international players included in Schedule 7 have entered into an arrangement with IPL under which they have committed to play in the League during the 2008-10 Seasons (subject to any conflicting international duty). The Player Bid Document shall include details of when the players listed in Schedule 7 are likely to be available (taking account of the ICC's Future Tours Programme).
- 10.3 Franchisees will be invited to a meeting at which each of the players listed in the Player Bid Document will be allocated on the basis of an open auction (the details of which shall be provided to Franchisees). Further details in relation to the Player Bid Process shall be provided to Bidders in due course.
- 10.4 Once submitted, any bid for a player may not be revoked or otherwise withdrawn. Such player bids will constitute an irrevocable offer to proceed to enter into a Player Contract with the relevant player on the terms of the relevant bid.
- 10.5 The attention of Franchisees is drawn to the fact that the Operational Rules shall contain:

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- (a) a minimum individual Player Fee;
- (b) a minimum aggregate amount which must be spent on the Player Fees of all players in the Franchisee's squad; and
- (c) restrictions on the number of eligible overseas players which a Franchisee may have in its Team (currently four) and in its squad (currently eight) although players who are unavailable for any reason do not count towards such quotas.

10.6 Under the arrangements with the international (non-Indian) players listed in Schedule 7 BCCI and/or IPL may have paid such players an instalment of the Player Fee which will be payable to them under such players' relevant Player Contracts. As described in Section 4.1(c) above any such sums paid to such players shall be reimbursed to IPL by the Franchisee, which selects such players under the Player Bid Process.

10.7 Of the above-mentioned arrangements with certain of the international players listed in Schedule 7 some are "firm" which has the effect that the player receives a Player Fee equal to the amount agreed between BCCI and the player irrespective of the actual sum which is bid for that player under the Player Bid Process. In such circumstances where the annual amount which is bid for any such player exceeds the sum agreed between the player and BCCI then the excess shall be payable by Franchisees to IPL and not to the relevant player (as provided in Section 4.1(d) above). The Player Bid Document will indicate which players have entered into such "firm" arrangements and in all other cases the players shall be entitled to receive the relevant Player Fee agreed following completion of the Player Bid Process.

10.8 The Player Bid Document will set out the sums, which have been paid to players by BCCI and/or IPL (see Section 10.6) and any "firm" arrangements with players (see Section 10.7).

10.9 Neither IPL nor BCCI are able to guarantee the availability of any international players for the League since such players may be required to obtain the prior consent from any relevant party including their national cricket governing body.

11. GENERAL

11.1 No warranty or representation (express or implied) as to the reliability, completeness or accuracy of the information in this document and/or the Prospectus or any other information at any time made available to the Bidder is given by IPL or any other person. Accordingly, each Bidder and recipient of this ITT shall be responsible for verifying the accuracy of all information contained in this ITT and the Prospectus and for making all necessary enquiries prior to the submission of its Bid. Neither IPL nor BCCI nor any of its/their associates, agents, employees or representatives will be liable for any claims, loss or damages suffered by any Bidder, prospective Bidder or other recipient of this ITT and/or the Prospectus as a result of reliance on any information contained in either document or otherwise.

11.2 In furnishing this invitation, IPL does not undertake or agree to or acknowledge any obligation to provide to the Bidder any additional information or any roving queries or to update this ITT or to correct any inaccuracies in it, which may become apparent.

11.3 Neither the issue of this ITT nor any part of its content is to be taken as any form of commitment or acknowledgment on the part of IPL to proceed with any Bid or any

Bidder and IPL reserves the unfettered right to annul, terminate or reject any Tender or to vary or terminate the tendering procedure at any time or stage without giving any reasons.

11.4 IPL reserves the unfettered right and absolute discretion at any time and without any liability whatsoever in any Bidder:

(i) to cancel the entire tendering process at any stage prior to the execution of a binding Franchise Agreement with eight Franchisees without giving any reasons; or

(ii) to amend, vary, waive and/or modify any or all of the terms and conditions of this ITT (including the Franchise Agreement) without any reason or prior notice whatsoever being provided to any Bidder.

11.5 IPL shall not, in any circumstances whatsoever be responsible or liable in any manner or mode by whatever name called or described for any costs, losses or expenses of any kind whatsoever incurred or suffered in connection with or as a consequence of the preparation or delivery of any Bid, or compliance with any of the requirements of the this ITT by any Bidder.

11.6 Any concealment of material fact by or on behalf of any Bidder shall lead to disqualification of the Bidder.

11.7 The grant of any right to operate a Franchise shall be conditional upon the Bidder entering into a binding Franchise Agreement (together with any agreements to be entered into by the Franchisee as contemplated by the Franchise Agreement) and not otherwise.

11.8 No Bidder (or any person in any way connected with or acting on behalf of a Bidder) shall take any action which is intended or likely to influence the award of Franchises and any such action shall result in the immediate disqualification of the relevant Bid.

12. ACCEPTANCE OF TERMS AND CONDITIONS

12.1 Each Bidder irrevocably and unconditionally accepts and agrees that by submitting a Bid:

(a) it agrees to be bound by the terms, conditions and obligations set out in this ITT and in the Franchise Agreement, and

(b) it has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions (including the outcome) of this ITT and the Franchise Agreement.

13. CONFIDENTIALITY

13.1 All information of whatever nature and in whatever format contained within any Bid and/or any response or clarification (whether oral or written) provided by IPL to any Bidder during the bidding process, (the Confidential Information) is and shall be kept strictly confidential by the Bidder.

13.2 Accordingly, in consideration of IPL allowing that Bidder to participate in the bidding process for a Franchise, each Bidder accepts that, by submitting any Bid(s), it is agreeing:

- (a) to keep all Confidential Information private and confidential and to use any and all Confidential Information solely in order to consider and/or to make a Bid, in order to seek to obtain an award of a Franchise and in order to take part in discussions with IPL, as part of the bidding process; and
- (b) not to disclose, distribute or reveal any Confidential Information to any person other than to those persons who are required to receive and consider the same for the purpose of formulating the relevant Bid(s) and/or their professional advisers under conditions of confidentiality.

13.3 Confidential Information shall have the meaning ascribed to it in Paragraph 2 of the Eligibility Letter.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This ITT shall be governed by, and construed in accordance with Indian law.

14.2 If any dispute arises under this document, which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of the arbitrator then The President of the Mumbai Bar Association shall appoint him. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

14.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.

14.4 The decision of the arbitrator shall be in writing, and shall be final and binding upon the parties. Each party shall bear its own lawyers' fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.

14.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.

14.6 BCCI and/or IPL (but not any Bidder) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages may not an adequate remedy for any breach by any Bidder of the terms of this ITT.

SCHEDULE I (ITT)
GLOSSARY OF TERMS

The following terms shall have the meanings ascribed to them in this ITT. Words and expressions which are defined within this ITT shall have such meaning when used in this ITT.

BCCI means The Board of Control for Cricket in India.

Bid means a written offer to acquire the right to operate a Franchise during the Term, and which is submitted to IPL, subject to, and in accordance with, the terms and conditions of this ITT.

Bidder means any person who submits a Bid or Bids to IPL in response to this ITT.

Bid Process means the procedure described in Section 9.

business day means any day (excluding Saturdays and Sundays) on which banks in Mumbai are generally open for business.

Central Rights Income has the meaning in the Franchise Agreement.

Champions Tournament shall mean any tournament which is organised in which the winner and runner-up of the League competes against the winners and runners-up of equivalent twenty/20 over/20 ball competitions in other countries (it being noted that such a tournament may be organised in any year).

Eligibility Letter or Letter of Eligibility means the letter to be submitted by each Bidder in the format provided in Schedule 3 of this ITT.

Franchise Agreement means the written agreement to be entered into between IPL and the successful Bidders in the form at Schedule 2 (including the form of any agreements or other documents attached or to be attached thereto and as the same may be amended by IPL).

Intellectual Property means all copyright and other intellectual property rights howsoever arising and in whatever media used or reproduced (whether such media is now known or hereafter devised), whether or not such rights are registered or capable of registration, including copyright, trade marks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

ITT means this Invitation to Tender document together with all Schedules which form part of it.

League Expenses has the meaning in the Franchise Agreement.

League Match shall mean any match forming part of the League.

Licensing Income has the meaning in the Franchise Agreement.

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Licensing Products has the meaning in the Franchise Agreement.

Licensing Programme and Licensing have the meaning in the Franchise Agreement.

Operational Rules has the meaning in the Franchise Agreement.

person means any company, firm, partnership, unincorporated association and any other entity of any kind whatsoever.

Player Contract means the contract set out in schedule 2 to the Franchise Agreement (as the same may be amended by IPL).

Prize Money has the meaning in the Franchise Agreement.

Prospectus means the document (available on www.indianpremierleague.com) which includes brief explanatory information about the League and the Champions Tournament.

Regulations have the meaning in the Franchise Agreement.

Season shall mean the period of time in each year during which the League and (if appropriate) the Champions Tournament shall take place.

SCHEDULE 2 (IT)

FORM OF FRANCHISE AGREEMENT

THIS AGREEMENT is made BETWEEN:

- (1) Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai 400 20, India for and on behalf of its Separate Sub-Committee Unit known as Indian Premier League (referred to in this Agreement as "BCCI-IPL"); and
- (2) [] whose principal place of business is at [] (the "Franchisee", which expression shall include the successors and assigns of the Franchisee).

WHEREAS:

- (A) In response to the Tender Document (as defined below) the Franchisee submitted a bid and subsequently secured the right to operate a Franchise (as defined below).
- (B) The Franchisee wishes to operate a Franchise at [location] and has agreed to enter into this Agreement in connection with the establishment and operation of said Franchise on the following terms and conditions.

WHEREBY IT IS AGREED as follows:

1. Definitions

- 1.1 The following words and expressions shall have the following meanings unless the context requires otherwise:

"Act" shall mean The Companies Act 1956 (being such act in India);

"BCCI" shall mean The Board of Control for Cricket in India;

"BCCI-IPL Partner Agreement" shall mean any agreement or arrangement (other than a Licence Agreement) whereby any person acquires or is otherwise granted any of the Central Rights and "BCCI-IPL Partner" shall be construed accordingly;

"Business" shall mean the business of conducting and managing the operation of the League as carried on by BCCI-IPL;

"business day" shall mean any day (other than a Saturday or Sunday) on which banks are generally open for business in Mumbai;

"Central Rights" shall mean those of the rights relating to the League (other than in respect of any Licensing arrangements) which (as provided below) are to be exploited by BCCI-IPL from time to time and which on signature of this Agreement comprise the Broadcast Rights, the Umpire Sponsorship Rights, the Title Sponsorship Rights, the Official Sponsorship Rights, the right to sell Stadium Advertising (other than as contemplated by paragraph 9 of Schedule 3) and the Games Rights;

"Central Rights Income" shall mean the amount of income in respect of each year which is actually received by BCCI-IPL from the exploitation of the Central Rights.

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(excluding any service tax in respect thereof) and in each case after the deduction of the relevant League Expenses in respect of such year:

"Champions Tournament" shall mean, if the same takes place in any year, the proposed competition between the winner and runner-up of the League and the winners and (where appropriate) runners-up of equivalent Twenty20 cricket competitions which are staged in other countries;

"Change of Control", "Control" and "Controlled" shall each have the meaning in Clause 11.7;

"Coach" shall mean the person responsible for managing and selecting the Team;

"Franchise" shall mean the Franchisee's individual business of establishing and operating the Team pursuant to and as contemplated by this Agreement;

"Franchise Fee" shall have the meaning in Clause 7;

"Franchisee Group" shall mean the ultimate parent company (or any other entity) from time to time of the Franchisee and any company, undertaking or other entity which is controlled by such parent company (or other entity) whether by shareholding (or the holding of any equivalent or similar such securities), board control, agreement or otherwise and "Franchisee Group Company" shall be construed accordingly;

"Franchisee Income" shall mean the aggregate of (i) all income in relation to the operation of the Franchise which accrues to the Franchisee (or any Franchisee Group Company) under or in connection with any Franchise Partner Agreement and/or by way of any Gate Receipts and (ii) any payment of Central Rights Income made by BCCI-IPL to the Franchisee under Clause 8.1;

"Franchisee Marks" shall mean all trade marks, trade names, logos, designs, symbols, emblems, insignia or slogans or other matters in the nature of intellectual property rights of any kind (including copyright) used by the Franchisee (or any Franchisee Group Company) in connection with the Team and/or the Franchise from time to time;

"Franchisee Partner Agreement" shall mean any agreement or arrangement (written or oral) between the Franchisee (or any Franchisee Group Company or Owner) and any other person whereby any person acquires any right of any kind to associate itself with the Team and/or the Franchise in order to promote such person's goods and/or services including without limitation any sponsorship or suppliership agreement or arrangement or any agreement or arrangement relating to the provision of corporate entertainment/premium seat rights in respect of home League Matches at the Stadium and "Franchisee Partner" shall be construed accordingly;

"Franchisee Rights" shall mean all rights in respect of the Team including the right (subject as provided below) to receive the Gate Receipts in respect of the home League Matches (other than the Central Rights and all rights in respect of Licensing);

"Games Rights" shall mean all rights of any kind whatsoever in relation to any toy or game of any kind which is based on or about the League and/or the teams competing in the League (including without limitation any electronic game which may be played on any television, computer, mobile telephone or other hand-held device of any kind);

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"Gate Receipts" shall mean all sums paid by any spectator to watch a home League Match or any Play-Off Match, which is hosted by the Franchisee;

"Governing Rules" shall mean the document adopted by BCCI-IPL as its governing rules (as amended from time to time);

"home", when used in relation to a League Match, shall mean any League Match involving the Team which is staged at its home ground (being the Stadium) or at any other stadium in circumstances where such League Match is deemed to be a home League Match of the Team.

"ICC" shall mean The International Cricket Council;

"Insolvency Event" shall have the meaning in Clause 11.6.

"Laws of Cricket" means the Laws of Cricket (2000 Code; 2nd Edition 2003) or such further revisions thereof as may come into force from time to time under an ICC Regulation or as adopted by the Marylebone Cricket Club and as varied by the ICC Standard Twenty20 International Match Playing Conditions, 1 October 2007 version;

"League" shall mean the Twenty20 cricket league, which has been established by BCCI-IPL, and which it is anticipated shall take place in April/May of each year (or such other time as may be notified to the Franchisee);

"League Expenses" shall, in each year of the Term, mean all of the following expenses incurred by BCCI-IPL in the operation of the League: all TV and other production costs relating to the grant of the Media Rights and/or any broadcast of the League Matches; the cost of ticket costs, concessions and property incurred in the servicing, implementation and delivery of the Central Rights and the fees paid to the ICC in respect of umpires and other League Match officials contracted by BCCI-IPL;

"League Marks" shall mean the trade marks, trade names, logos and designs and the pending trade marks details of which at the date of this Agreement are set out in Schedule 1 and all other trade marks, trade names, logos, symbols, emblems, insignia or slogans or other matters in the nature of intellectual property rights of any kind including copyright used by BCCI and/or BCCI-IPL from time to time in connection with the League;

"League Match" or "Match" shall mean any match forming part of the League in any Season including, where appropriate, the Play-Off Matches;

"Legal Requirements" shall mean all laws, statutes, rules, regulations, permits, licences, authorisations, directions and requirements of any government or regulatory authority that may at any time be applicable to this Agreement, the Franchisee, the Franchise, the Team, the Franchisee's legal capability to operate the Franchise in the Territory and the operation thereof, including without limitation in relation to the Franchisee's legal constitution, articles of association, intellectual property rights, employees, building, health, safety and environmental matters;

"League Rules" shall mean all rules and regulations published and/or adopted by BCCI-IPL from time to time relating to the League including without limitation the following at the date of this Agreement: the IPL Anti-Racism Code, the IPL Anti-Doping Code, the IPL Clothing and Equipment Regulations and the IPL Code of

Conduct for Players and Team Officials as the same may be amended from time to time;

"Licence Agreement" shall mean any agreement or arrangement (written or oral) under which BCCI-IPL grants to any person any right to sell products or services bearing or with the use of or in association with the League Marks and/or any trade marks, logos or other such intellectual property rights relating to any team(s) in the League including, where appropriate, the Franchisee Marks;

"Licensed Products" shall mean any products of any kind whatsoever (including without limitation hats, caps and apparel) bearing both League Marks and Franchisee Marks or solely bearing Franchisee Marks which are sold under the terms of a Licence Agreement;

"Licensing Expenses" shall, subject to Clause 5.4, mean the proportion of the total amount of the out-of-pocket expenses and/or overheads of any kind incurred by BCCI-IPL in each year of the Term in running the Licensing Programme (including without limitation any third party agency commissions, it being anticipated that an agency may, on fair market arm's length commercial terms, be appointed by BCCI-IPL to manage the Licensing Programme) which corresponds to the proportion of the gross amount of income from the sale of Licensed Products when compared to the total amount of gross income received under all Licence Agreements in respect of each team participating in the League in each case during such year;

"Licensing Income" shall mean all income (excluding any service tax) received by BCCI-IPL in respect of each year from the sale, license or other grant of rights in respect of Licensed Products after the deduction of the Licensing Expenses in respect of such year;

"Licensing Programme" shall mean the programme under which BCCI-IPL shall manage the grant of rights to sell any products or merchandise of any kind bearing the League Marks and/or the trade marks, logos or other such intellectual property rights relating to any team in the League (including where appropriate the Franchisee Marks) and "Licensing" shall be construed accordingly;

"Listing" shall mean the admission to trading on any recognised investment exchange of any shares (or similar such securities) in the Franchisee or any company which from time to time Controls the Franchisee;

"Match Staging Regulations" means the regulations relating to the staging of home League Matches which has or shall be provided to the Franchisee (as the same may be amended from time to time);

"Media Rights" shall mean the right to broadcast or otherwise distribute audio-visual, visual and audio coverage of any League Match (whether on a live or delayed basis and whether of all or any part of such match) by any and all means now known or hereafter developed including but not limited to all forms of television, home video and DVD, theatre and non-theatre rights, in-flight, ship-at-sea, distribution to all forms of mobile devices and via the internet and whether scheduled or on demand and in whatever format (whether linear, interactive, free to air, pay or otherwise);

"Medical Staff" shall mean a qualified doctor, physiotherapist and such other medical staff as the Franchisee is obliged to provide in respect of the Team or any League Match as set out in the Operational Rules;

"Official Sponsorship Rights" shall mean (apart from the Title Sponsorship Rights) any sponsorship rights granted by BCCI-IPL in respect of the League (including without limitation those rights included in Part 2 of Schedule 4) in up to a maximum total of six product/service categories and "Official Sponsor" shall mean any person who has been granted any Official Sponsorship Rights from time to time;

"Operational Rules" shall mean the rules adopted by BCCI-IPL as the operational rules in respect of the League (as the same may be amended from time to time);

"Other Franchisees" shall mean any person (other than the Franchisee) who has been granted a franchise to operate a team in the League;

"Owner" shall mean any person who Controls the Franchisee;

"Player(s)" shall mean each and all of the players employed or otherwise contracted by the Franchisee who comprise the Squad from time to time;

"Player Bid Process" shall mean, in the first year of this Agreement, the process by which the Franchisee and the Other Franchisees will seek to obtain the services of certain players, full details of which shall be made available to the Franchisee and "Bid" or "Bidding" shall be construed accordingly;

"Player Contract" shall mean the form of contract set out at Schedule 2 (being the standard form contract produced by BCCI-IPL for the League) as the same may be amended by BCCI-IPL from time to time;

"Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;

"Play-Off Matches" shall mean the semi-final and final Matches, which take place at the completion of the home and away League Matches to decide the winner and runner-up of the League in the relevant Season;

"Prize Money" shall mean the prize money payable in connection with the League as contemplated by Clause 8.1;

"Regulations" shall mean together the Operational Rules, the Match Staging Regulations and the League Rules;

"Season" shall mean the period of time in each year of the Term during which the League shall take place;

"Squad" shall mean the group of players employed by or otherwise contracted to the Franchisee (whether directly or indirectly) from whom the Team is selected;

"Stadium" shall mean the venue at which the Team shall play its home Matches and which, on signature of this Agreement, is [name of Stadium];

"Stadium Advertising" shall mean any advertising or branding of any kind which may appear within the Stadium during the day(s) on which any League Match occurs there whether by way of perimeter advertising (electronic or otherwise), virtual advertising or otherwise;

"Team" shall mean the team of Players representing the Franchisee in any Match;

"Tender Document" shall mean the document entitled "Invitation To Tender For

Franchised Indian Premier League Rights For Ownership of Teams" issued by BCCI-IPL pursuant to which BCCI-IPL sought offers from potential franchisees to establish and operate a team forming part of the League;

"Term" shall have the meaning in Clause 3.1;

"Territory" shall mean the area of land within a radius of 50 miles from the Stadium;

"Title Sponsorship Rights" shall mean the rights to be granted to a title sponsor of the League including without limitation those rights set out in Part 1 of Schedule 4 and "Title Sponsor" shall mean any person who has been granted any Title Sponsorship Rights from time to time;

"Umpire Sponsorship Rights" shall mean the rights to be granted in respect of the sponsors of the umpires and other officials at League Matches including without limitation those rights set out in Part 3 of Schedule 4 and "Umpire Sponsor" shall mean any person who has been granted any Umpire Sponsorship Rights from time to time;

"year" shall mean each 12 month period (or part thereof) from 1 January- 31 December during the Term save that the first year shall be from signature of this Agreement until 31 December 2008.

2. Rights Granted

2.1 BCCI-IPL hereby grant to the Franchisee during the Term the right:

- (a) to carry on the Franchise subject to and in accordance with this Agreement;
- (b) to be the only team in the League whose home stadium is located in the Territory during a period of not less than the first three Seasons;
- (c) to stage its home League Matches at the Stadium which shall be provided to the Franchisee by BCCI-IPL by way of an agreement between BCCI-IPL and the owner of the Stadium (it being acknowledged that BCCI-IPL reserves the right at any time to provide an alternative stadium from the one named in this Agreement if the latter is unavailable for any reason); and
- (d) subject to the terms of this Agreement to exploit and retain the income from the Franchisee Rights which comprise the following:
 - (i) the naming rights in respect of the Franchise and/or Team;
 - (ii) the shirt sponsorship rights in respect of the Team;
 - (iii) official suppliership rights in respect of the Team;
 - (iv) corporate entertainment/premium seating rights at the Stadium during home League Matches;
 - (v) such other rights in relation to the Team (not being Central Rights) which may be identified in the commercial guidelines which BCCI-IPL shall provide to Franchisees to assist them in the exploitation of the Franchisee Rights (as such guidelines may be updated from time to time).

- 2.2 No increase in the number of teams shall occur before the start of the fourth year of the Term and the League shall not be increased by more than one additional team in any subsequent year thereafter (it being anticipated but not guaranteed that no more than ten teams shall compete in the League).
- 2.3 BCCI-IPL agrees to stage the League in each year during the Term as contemplated by the Operational Rules unless in respect of any such year BCCI-IPL reasonably believes that staging the League is not viable for any reason and in such circumstances BCCI-IPL shall be entitled to suspend the performance of this Agreement by each party save in respect of Clauses 9, 11, 16, 18, 19, 20 and 21 which shall continue to apply.
- 2.4 BCCI-IPL shall supply to the Franchisee a copy of the Operational Rules and Match Staging Regulations (it being acknowledged that the Franchisee is able to download the current League Rules from the website relating to the League and shall be deemed to have done so throughout the Term).

3. Term and Renewal

- 3.1 This Agreement shall come into effect upon signature and shall continue for so long as the League continues subject to termination, suspension or renewal as provided below (the "Term").

4. Central Rights/Franchisee Rights

- 4.1 The Franchisee acknowledges and agrees that BCCI-IPL owns the Central Rights and shall throughout the Term have the exclusive right to exploit all of the Central Rights and that if and to the extent the Franchisee Rights in relation to the League become available for exploitation which have not previously been exploited then BCCI-IPL shall have the option to include such rights within the Central Rights and to exploit the same as contemplated by this Agreement.
- 4.2 The Franchisee shall be entitled to exploit the Franchisee Rights in such manner as it decides subject always to compliance by the Franchisee with the terms of this Agreement including without limitation the agreement by the Franchisee that it shall:
- (a) not enter into any agreement or arrangement whereby any person acquires any of the Central Rights;
 - (b) ensure that all BCCI-IPL Partners are allowed to exercise all of the rights granted to them by BCCI-IPL insofar as such rights have been notified to the Franchisee and relate to the Team, the Franchise, the Squad and/or any Matches involving the Team including without limitation (and insofar as the same are within the Franchisee's power):
 - (i) by allowing all accredited broadcasters and other media representatives such access and other assistance as is required for them to carry on their intended activities at the Stadium and any other relevant facilities;
 - (ii) by ensuring the delivery of the Title Sponsorship Rights, the Umpire Sponsorship Rights and Official Sponsorship Rights to the Title Sponsor, the Umpire Sponsor and the relevant Official Sponsor respectively;

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- (iii) by ensuring that any interviews with Players or the Coach take place in such a way as to ensure the delivery to all BCCI-IPL Partners of any exposure or other benefits of any kind relating to such interviews to which such BCCI-IPL Partners are entitled;
- (iv) by ensuring all relevant third parties (including BCCI-IPL Partners) have sufficient access to Players and the Coach both for pre and post Match interviews and generally during the course of the Season in each case as may be prescribed in the Operational Rules and in accordance with generally accepted industry practice.

- 4.3 For the avoidance of doubt the Franchisee shall be entitled to retain all of the Gate Receipts in respect of the Franchisee's home League Matches and, if it stages the Play-Off Matches, the gate receipts from such matches save that in each case it is acknowledged that BCCI-IPL may require such number of tickets as corresponds to 20% of the total value of the tickets in respect of each such home League Match (BCCI-IPL to decide which type of tickets it requires at its discretion) free of charge (such tickets to be used to meet the Stadium host cricket associations commitments to members and other organisations).
- 4.4 The Franchisee acknowledges that the various rights set out in Schedule 4 are an indication of the type and extent of the rights which might be granted to a BCCI-IPL Partner and that other or more extensive rights may be granted to any BCCI-IPL Partner.

5. Licensing

- 5.1 It is acknowledged and agreed that BCCI-IPL has throughout the Term the exclusive right to exploit all rights in relation to Licensing. In addition to the sums referred to in Clause 8 BCCI-IPL shall in each year pay to the Franchisee 87.5% of all Licensing Income in respect of such year (BCCI-IPL being entitled to retain the other 12.5% of such Licensing Income). Such sums shall be paid within 60 days of 31 March, 30 June, and 30 September/31 December in each year in respect of the preceding three month period leading up to each such date.
- 5.2 BCCI-IPL shall within 30 days of 31 March, 30 June, 30 September and 31 December in each year supply the Franchisee with a report which includes full details of all sales of Licensed Products which have occurred in the immediately preceding three month period up to 31 March, 30 June, 30 September or 31 December (as appropriate) in each year including the total Licensing Income and details of all Licensing Expenses referable to such three month period.
- 5.3 BCCI-IPL shall throughout the Term and for one year thereafter keep and maintain accurate and independently audited books and records with respect to the sales of Licensed Products together with all Licensing Income and Licensing Expenses and shall allow the Franchisee (at the Franchisee's cost and not more than twice per year) to inspect and copy the same upon reasonable notice during business hours on a business day. If any such inspection reveals that BCCI-IPL has failed to pay the full amount in accordance with Clause 5.1 then BCCI-IPL shall within 30 days of such inspection pay to the Franchisee the relevant unpaid amount.
- 5.4 If any products are sold under the Licensing Programme which bear the name, logo or other intellectual property relating to two or more teams in the League (with or without the League Marks) then the income received by BCCI-IPL from the sale of such products (after the deduction of the costs and expenses associated with the same)

shall be apportioned equally between the relevant Team owners/operators (being two or more of the Franchisee and the Other Franchisees) after the retention by BCCI-IPL of an amount equal to 12.5% of such income.

6. The Franchisee's Obligations

The Franchisee agrees with and shall comply fully with the provisions and obligations set out in Schedule 3 throughout the Term.

7. Franchisee Payments

7.1 As consideration for the right to operate the Franchise and to be a member of the League and in addition to the obligations referred to in Clause 6 the Franchisee shall pay to BCCI-IPL:

(a) in respect of 2008-17 (inclusive) a fee of [] (the "Franchise Fee") which shall be paid in ten equal annual instalments on 2 January in each of the first ten years of the Term save that the first such instalment (in respect of 2008) shall be paid within five days of the date on which the Franchisee was awarded the Franchise as contemplated by the Tender Document. The amount of what is referred to in the Tender Document as a "Performance Deposit" which has been paid by the Franchisee upon submission of its bid for a Franchise shall be credited against the Franchisee's payment obligations in respect of the Franchise Fee for 2008; and

(b) from and including 2018 onwards an amount equal to 20% of the Franchisee Income received in respect of such year. Such sum shall be paid in four instalments within 60 days of 31 March, 30 June, 30 September and 31 December in 2018 and each subsequent year of the Term.

7.2 The Franchisee shall within 30 days of 31 March, 30 June, 30 September and 31 December in each year from 2018 onwards supply BCCI-IPL with a report which includes full details of all Franchisee Income which has been received by the Franchisee (or any Franchisee Group Company) in the immediately preceding three month period up to 31 March, 30 June, 30 September and 31 December (as appropriate) in each year.

7.3 The Franchisee shall from 2018 onwards throughout the Term and for one year thereafter keep and maintain accurate and independently audited books and records with respect to the Franchisee Income and shall allow BCCI-IPL (at BCCI-IPL's cost and not more than twice per year) to inspect and copy the same upon reasonable notice during business hours on a business day. If any such inspection reveals that the Franchisee has failed to pay the full amount to BCCI-IPL in accordance with Clause 7.1 (b) then the Franchisee shall within 30 days of such inspection pay to BCCI-IPL the relevant unpaid amount.

7.4 In addition to the Franchise Fee, the Franchisee shall pay to BCCI-IPL such amount of the Player Fee payable to any Player selected by the Franchisee as part of the Player Bid Process which BCCI-IPL has previously paid to such player in respect of the 2008 Season (which amount shall be set out in the documents relating to the Player Bid Process). Such amount shall be payable within 15 days of the date on which the Franchisee selected the relevant Player(s) under the Player Bid Process.

7.5 The Franchisee acknowledges that if in respect of any Player who has entered into any "Firm Agreement" with BCCI-IPL (as such term is clarified in the Tender Document and the documents relating to the Player Bid Process) the annual sum which, pursuant

to the Player Bid Process, the Franchisee agreed to pay in respect of such Player exceeds the reserve sum for such Player set out in such documents then for the period from 2008-10 (inclusive) the Player Fee payable to such player shall be the relevant reserve sum and the Franchisee shall pay to BCCI-IPL an amount equal to such excess. Such excess sum shall be paid at the same time as the Player Fee is paid to the relevant Player.

8. Central Rights Income

8.1 The Central Rights Income shall in respect of each year be allocated in the following manner:

(a) Central Rights Income from the sale of the Media Rights

Year	Franchisees' Share (%)	BCCI-IPL Share (%)	Prize Money (%)
2008	64	20	16
2009	64	20	16
2010	56	30	14
2011	56	30	14
2012-2017	48	40	12
2018 onwards	40	50	10

(b) Other Central Rights Income

Year	Franchisees' Share (%)	BCCI-IPL Share (%)	Prize Money (%)
2008-17 (inclusive)	48	40	12
2018 onwards	40	50	10

The above-mentioned franchisees' share of the Central Rights Income shall in respect of each year be divided equally between the number of franchisees operating a team in the League during such year. The League Expenses shall in each year be allocated to and deducted from the Central Rights Income to which such expenses relate save where such allocation is not practical in which case they will be allocated in equal amounts to and deducted from the relevant income streams making up the Central Rights Income (being the two income streams in paragraphs (a) and (b) above). The Prize Money shall in each year be distributed between all teams participating in the League based on their respective final Season standings in each year as provided by the Operational Rules.

8.2 BCCI-IPL shall within 30 days of 31 March, 30 June, 30 September and 31 December in each year supply the Franchisee with a report which includes full details of all Central Rights Income received by BCCI-IPL in the immediately preceding three month period leading up to 31 March, 30 June, 30 September and 31 December (as appropriate) in each year. Following the later of 40 days from the delivery of each such report and the date falling 30 days after receipt of an invoice for the relevant amount, BCCI-IPL shall pay to the Franchisee the Franchisee's share of the Central Rights Income as determined in accordance with Clause 8.1.

8.3 BCCI-IPL shall throughout the Term and for one year thereafter keep and maintain

accurate and independently audited books and records with respect to the Central Rights Income and the League Expenses and shall allow the Franchisee (at the Franchisee's cost and not more than twice per year) to inspect and copy the same upon reasonable notice during business hours on a business day. If any such inspection reveals that BCCI-IPL has failed to pay the full sum payable to the Franchisee under this Clause 8 then BCCI-IPL shall within 30 days of such inspection pay to the Franchisee such unpaid amount.

9. Business Undertakings

9.1 The Franchisee shall not and shall procure that each Franchisee Group Company and Owner shall not throughout the Term directly or indirectly and in any capacity whatsoever be involved, concerned or interested in any other team which participates in the League or in any company or other entity which owns or operates any such team.

The Franchisee covenants during the Term, that it shall not and shall procure that each Franchisee Group Company and Owner shall not whether on its or their own behalf or together with any other person, in any capacity whatsoever and whether directly or indirectly participate in, acquire, set up, engage in or render any services to, or otherwise be involved or interested in, any Relevant Business.

9.2 The Franchisee warrants that none of the Franchisee Group Companies nor any Owner is currently involved in any Relevant Business and the Franchisee will inform BCCI-IPL immediately if it or any Franchisee Group Company or Owner is so involved.

9.3 "Relevant Business" shall mean any cricket league, competition or tournament anywhere in the world which is not sanctioned either by the ICC or by the relevant ICC member federation within whose country the relevant league, competition or tournament takes place.

9.4 No breach of this Clause 9 shall occur as a result of any person holding, for investment purposes only, up to 5% of the shares of any company.

10. Sale of Franchise

10.1 The Franchisee has no right to assign or delegate the performance of any right or obligation under this Agreement. However, subject to the remainder of this Clause and to obtaining BCCI-IPL's prior written consent: (i) the Franchisee will have the right to sell the Franchise to any person; or (ii) any person who Controls the Franchisee will be entitled to effect or otherwise cause to occur a Change of Control of the Franchisee or a Listing (any of the events described in (i) and (ii) being an "Event" for the purposes of this Agreement). Any person who acquires the Franchise from the Franchisee shall be a "Purchaser" (which expression shall include any person who Controls the Purchaser) and any person who acquires Control of the Franchisee upon any Change of Control of the Franchisee from time to time shall be a "New Controller" in each case for the purposes of this Agreement. Upon any Event occurring BCCI-IPL reserves the right to require a new franchise agreement to be entered into by way of replacement for this Agreement for the remainder of the Term, such agreement to be in the form of the standard agreement offered by BCCI-IPL to its Other Franchisees current at that time (the "Replacement Agreement").

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10.2 The conditions required to obtain BCCI-IPL's written consent to any Event are as follows:

- (a) no Event shall occur during the first three years;
- (b) any proposed Purchaser and/or any New Controller shall meet BCCI-IPL's standards with respect to suitability, business experience, financial status and ability and the Franchisee shall procure the delivery to BCCI-IPL of all such information relating to the proposed Purchaser and/or any New Controller as shall enable BCCI-IPL to determine whether such standards have been met;
- (c) a guarantor of sufficient financial standing shall be available to guarantee the Franchisee's obligations if and to the extent BCCI-IPL believes that such a guarantor is necessary following any such Event;
- (d) the Franchisee shall pay to BCCI-IPL a sum equal to (i) on the first Event to occur, 10% of the amount paid for the Franchise by the Purchaser if such Event comprises a sale of solely the Franchise or, if the Event comprises a Change of Control of the Franchisee or a Listing, 10% of the fair market value of the Franchise at the time of such Change of Control or Listing; and (ii) on any subsequent Event, 5% of the sums referred to in sub-paragraph (i) of this Clause 10.2 (d) in each case on the completion of the relevant Event;
- (e) the Franchisee must not be in breach of any obligations to BCCI-IPL under the terms of this Agreement and all sums which are due and payable to BCCI-IPL hereunder must be paid; and
- (f) the Purchaser must expressly agree to pay any unpaid amount of the Franchise Fee in accordance with this Agreement.

10.3 The Franchisee will submit to BCCI-IPL, full details of each proposed Event not less than 21 days before the Event occurs together with such other information relating to the Event as BCCI-IPL may reasonably require. If the sale price or any other significant term of the details provided to BCCI-IPL under this Clause 10.3 change then the amended terms/details will be submitted to BCCI-IPL immediately.

10.4 Within 15 days of completion of the Event, the Franchisee shall deliver to BCCI-IPL a letter from an independent firm of solicitors confirming that the nature of such Event was consistent and accorded with the most recent details in respect thereof delivered to BCCI-IPL under Clause 10.3.

10.5 If the parties are unable to agree upon the fair market value of the Franchise for the purposes of Clause 10.2 (d) then the matter in dispute shall be referred to an expert who shall be requested to decide the matter (and whose decision shall be final in respect thereof in the absence of manifest error) and if the parties are unable to decide upon the identity of said expert within 5 days of any such disagreement then the President for the time being of the Institute of Chartered Accountants of India shall be requested to nominate an expert.

11. Termination

11.1 Either party may terminate this Agreement with immediate effect by notice in writing if the other party has failed to remedy any remediable material breach of this Agreement within a period of 30 days of the receipt of a notice in writing requiring it to do so which notice shall expressly refer to this Clause 11.1 and to the fact that

termination of this Agreement may be a consequence of any failure to remedy the breach specified in it. For the avoidance of doubt a breach by the Franchisee of its payment obligations under this Agreement or under Clause 22 shall be deemed to be a material breach of this Agreement for the purposes of this Clause.

- 11.2 Either party may terminate this Agreement with immediate effect by written notice if the other party commits or permits an irremediable breach of this Agreement or if it is the subject of an Insolvency Event.
- 11.3 BCCI-IPL may terminate this Agreement with immediate effect by written notice if:
 - (a) there is a Change of Control of the Franchisee (whether direct or indirect) and/or a Listing which in each case does not occur strictly in accordance with Clause 10;
 - (b) the Franchisee transfers any material part of its business or assets to any other person other than in accordance with Clause 10;
 - (c) the Franchisee, any Franchisee Group Company and/or any Owner acts in any way which has a material adverse effect upon the reputation or standing of the League, BCCI-IPL, BCCI, the Franchisee, the Team (or any other team in the League) and/or the game of cricket.
- 11.4 The termination of this Agreement for any reason will not operate to terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice both to the accrued rights and liabilities and other remedies of the parties to this Agreement and to any rights and liabilities in respect of the period after such termination.
- 11.5 On the termination of this Agreement for any reason BCCI-IPL may set off against and deduct from any money which would otherwise be payable or owing by BCCI-IPL to the Franchisee under this Agreement all moneys, debts or liabilities due or owing by the Franchisee to BCCI-IPL unless and until the Franchisee has satisfied the same and BCCI-IPL shall be entitled to retain any moneys or amounts so deducted for its own absolute benefit.
- 11.6 An "Insolvency Event" shall occur in respect of a party to this Agreement if:
 - (a) any bona fide petition is presented or any demand under the Act is served on that party or an order is made or resolution passed for the winding up of that party or a notice is issued convening a meeting for the purpose of passing any such resolution;
 - (b) any bona fide petition is presented for an administration order or any notice of the appointment of or of an intention to appoint an administrator of that party is filed in court or an administration order or interim order is made in relation to that party;
 - (c) any administrative or other receiver or manager is appointed of that party or of all or any material part of its assets and/or undertaking within the meaning of the Act or any other bona fide step is taken to enforce any encumbrances over all or any part of the assets and/or undertaking of that party;

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(d) any step is taken by that party with a view to proposing any kind of composition, compromise or arrangement involving that party and any of its creditors, including but not limited to a voluntary arrangement under the Act

or anything similar occurs under any analogous legislation anywhere in the world.

11.7 For the purposes of this Agreement "Control" means in relation to a person the direct or indirect power of another person (whether such other person is the direct or indirect parent company of the first mentioned person or otherwise) to secure that the first mentioned person's affairs are conducted in accordance with the wishes of such other person:

- (a) by means of the holding of any shares (or any equivalent securities) or the possession of any voting power; or
- (b) by virtue of any powers conferred on any person by the Articles of Association or any other constitutional documents of any company or other entity of any kind; or
- (c) by virtue of any contractual arrangement

and "Controlled" shall be construed accordingly and a "Change of Control" shall occur if (i) a person who Controls another person ceases to do so; or (ii) a different person acquires Control of such other person (whether before or after or as a consequence of any Listing); or (iii) if any person acquires Control of another person in circumstances where no person previously Controlled such other person. For the purposes of this Clause 11.7 (and in connection with the use in this Agreement of the terms defined in this Clause 11.7) all of the members of any consortium, partnership or joint venture which has any interest (direct or indirect) in the Franchisee shall be deemed to be one person.

11.8 On the termination of this Agreement for any reason and in order to protect BCCI-JPL's intellectual property rights and reputation the Franchisee shall and shall procure that each Franchisee Group Company and Owner shall:

- (a) immediately cease its operation of the Franchisee;
- (b) not at any time thereafter:
 - (i) disclose or use any confidential information relating to BCCI-JPL, the League, BCCI or any Other Franchisee acquired by the Franchisee during or as a result of this Agreement;
 - (ii) make any use of the League Marks and/or the Franchisee Marks or any trade marks, trade names and/or logos which are similar to any of the foregoing;
 - (iii) purport to be a franchisee of or otherwise associated with BCCI-JPL, the BCCI and/or the League;
 - (iv) sell or permit the sale of any products bearing the League Marks and/or the Franchisee Marks or any trade marks, trade names or logos which are similar to any of the foregoing.

(c) immediately pay all sums and amounts due to BCCI-IPL under the terms of this Agreement or otherwise.

12. Entire Agreement

12.1 This Agreement (and the Regulations), constitutes the entire agreement between the parties in relation to the Franchise and supersedes any negotiations or prior agreements in respect thereof and:

- (a) this Agreement clearly expresses the parties' requirements and intentions in connection with the matters contemplated hereby;
- (b) in entering into this Agreement each party confirms that it has not relied on any warranties or representations which are not expressly set out in this Agreement; and
- (c) the parties agree that the sole remedy for any breach of any of the warranties or representations included in this Agreement shall be a claim for breach of contract.

12.2 Nothing in this Agreement shall seek to exclude any liability for fraudulent misrepresentation.

12.3 All or any information of any kind (whether financial or otherwise but excluding information to be supplied to the Franchisee under Clauses 4 or 5) relating to the operation of the Franchise including without limitation financials, budgets, performance ratios and cash flow projections provided to the Franchisee by or on behalf of BCCI-IPL, the BCCI or any agent of either of them, whether before the signing hereof (including without limitation in or related to the Tender Document) or during the continuation of this Agreement, is provided on the basis that such information is for the Franchisee's guidance only and in no way shall be treated by the Franchisee as a warranty, representation or guarantee of any kind and the Franchisee hereby acknowledges that it has not relied upon and will not rely upon any such information.

13. Warranties, Undertaking and Disclosure

13.1 The Franchisee acknowledges that it alone will carry the risk of carrying on the Franchise and that no guarantee or warranty is given by or on behalf of BCCI-IPL as to the accuracy or suitability of any information provided to the Franchisee.

13.2 Each party warrants that it has taken full legal advice in respect of this Agreement prior to its execution and that it has and will throughout the Term continue to have full authority to enter into this Agreement and to undertake all of its obligations hereunder.

13.3 The Franchisee warrants that all information, documents and contracts provided to BCCI-IPL in connection with the compliance by the Franchisee with its obligations under this Agreement are true and accurate in all respects and not misleading in any respect and contain all information which is relevant in connection with the information, document or contract being so provided.

14. Force Majeure

- 14.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure (as defined below) and if such party gives written notice thereof to the other party specifying the matters constituting the event of force majeure then the party so prevented or delayed shall, subject to Clause 14.2 and 14.5, be excused the performance of the affected obligation as from the date of such notice for so long as such cause or delay shall continue.
- 14.2 If any notice is given under Clause 14.1, both parties shall attempt (so far as reasonably within their power) to mitigate the effect of the matters referred to in such notice and, in particular, but without limitation, shall endeavour to agree a solution to the consequences of the matters constituting the event of force majeure.
- 14.3 If after 30 days from the date of a notice being given under Clause 14.1 the event of force majeure is still continuing and is in respect of a material obligation under this Agreement, the party who is not affected by the event of force majeure shall have the right by service of a written notice of termination to terminate this Agreement with immediate effect. If any such termination notice is not served within 28 days of the expiry of the said 30 day period then the right to serve such termination notice shall immediately expire in respect of the relevant event of force majeure.
- 14.4 For the purpose of this agreement the term "event of force majeure" shall mean any cause affecting the performance of this Agreement arising from or attributable to acts, events, non-happenings, omissions or accidents beyond the reasonable control of the party affected including without limitation, strikes, lock-outs or other industrial action, terrorist action or threat thereof, civil commotion, invasion, war, threat or preparation for war, fire, explosion, storm, flood, earthquake, epidemic and any legislation, regulation or ruling of any government, court or other such competent authority.
- 14.5 The provisions of this Clause shall not excuse, in relation to an event of force majeure, the performance of any obligations under this Agreement (particularly those relating to payments) which can be performed notwithstanding the relevant event of force majeure.

15. Intellectual Property Warranty/Indemnity

- 15.1 BCCI-IPL warrants to the Franchisee that it is entitled to grant to the Franchisee a license to use the League Marks in the proper performance by the Franchisee of this Agreement. BCCI-IPL shall indemnify the Franchisee in respect of any loss actually suffered by the Franchisee which results from any actions taken against the Franchisee by a third party who claims that the Franchisee's proper use of the League Marks infringes such third party's rights.
- 15.2 The indemnity referred to in Clause 15.1 shall be conditional upon each of the following:
 - (a) the Franchisee giving BCCI-IPL notice as soon as practicable of any event likely to give rise to any claim under this indemnity, such notice to specify in reasonable detail the nature of the relevant claim;
 - (b) the Franchisee making no admission of liability nor entering into any agreement or compromise in relation to the relevant claim without the prior written consent of BCCI-IPL; (such consent not to be unreasonably withheld or delayed).

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AS WITNESS whereof the parties or their duly authorised representatives have signed this Agreement on the date shown below.

For and on behalf of _____ 2008
BOARD OF CONTROL FOR CRICKET IN INDIA
Name:
Title:

For and on behalf of _____ 2008
[FULL NAME OF FRANCHISEE]
Name:
Title:

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SCHEDULE 1 (Franchise Agreement)

The League Marks



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5 Team Clothing

5.1 At all times when he is performing this Agreement the Player shall:

- (a) wear and use only the outer clothing, footwear and equipment authorised and/or supplied to him by the Franchisee; and
- (b) not display any badge, mark, logo, trading name or message on any item of clothing or footwear without the Franchisee's prior written authority.

5.2 If the Player is authorised to wear any outer clothing or footwear or to use any equipment not supplied by the Franchisee, all such items shall comply with any guidelines issued by the Franchisee on trade mark identification or, if instructed by the Franchisee or IPL, shall be unbranded. The Player shall not use or permit the use of the clothing, footwear and equipment supplied to him by the Franchisee for any commercial purposes without the Franchisee's prior written consent.

6 The Franchisee's Obligations

6.1 The Franchisee shall during each Contracted Season:

- (a) observe the Regulations insofar as the same relate to the Player all of which shall take, where necessary, precedence over the Franchisee Rules;
- (b) provide the Player with copies of all Regulations which affect the Player and of the terms and conditions of any policy of insurance relating to the Player with which the Player is expected to comply;
- (c) promptly arrange appropriate medical examinations and treatments for the Player at the Franchisee's expense in respect of any Player Injury;
- (d) comply with all relevant statutory provisions relating to its relationship with the Player whether in relation to health and safety or otherwise;
- (e) release the Player as required for the purposes of fulfilling any International Duty;
- (f) provide the Player (at no cost to the Player) with such official Team Clothing as shall enable the Player to comply with his obligations in Clause 5;
- (g) take out and maintain medical insurance in relation to Player Injuries.

6.2 The parties agree that where the Player Identification is intended to appear without other names or images of the current or past players of the Franchisee, the Franchisee may not permit a third party to use the same for any commercial purpose without first obtaining the Player's prior written consent (such consent not to be unreasonably withheld or delayed).

6.3 For the avoidance of doubt the Franchisee is not obliged to play the Player in any Match.

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7 Injury/Illness/Absence

- 7.1 The Player shall during each Contracted Season report any injury or illness affecting him to the Franchisee immediately (including full details thereof).
- 7.2 If the Player is absent for any reason or is otherwise unable to perform any of his obligations under this Agreement he shall inform the Franchisee immediately and shall at the same time provide the reasons for any such absence or inability.

8 Player Restrictions

- 8.1 The Player will not during any Contracted Season without the express prior written consent of the Franchisee:
 - (a) play cricket or engage in any other sport or sporting activities for any other team, club or organisation whether in India or elsewhere in the world;
 - (b) take up any other employment or be engaged or involved in any trade, business or occupation or participate professionally in any other sporting or athletic activity anywhere in the world without the prior written consent of the Franchisee.

save that this Clause shall not prevent the Player from representing any team (not being another team in the League) in the Champions Tournament if the Team has not qualified for it.

8.2 The Player shall not during the Term:

- (a) participate in India in any competition or league which is the same as or similar to the League; or
- (b) participate anywhere in the world in any competition which is the same as or similar to the Champions Tournament; or
- (c) participate in any Twenty20 competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place, or (ii) in the absence of any such national governing body, by the BCCI.

9 Miscellaneous

The Schedules form part of and are deemed to be incorporated into this Agreement.

Signed by the parties on the day and date first above written.

SIGNED by the Player

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in the presence of:

Witness signature

Witness Address

For and on behalf of [name of Franchisee]:

Name:

Title:

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SECRET

SCHEDULE 1 (Player Contract)

Remuneration and Benefits

- The Player shall be paid the sum of [amount] per Contracted Season during the Term (the "Player Fee") which shall be payable as follows:

Date	Payment (US\$)
1 April	[]
1 May	[]
1 October	[]
1 November	[]

save that it is acknowledged that the sum of [] in respect of the Player Fee for the first Contracted Season during which the Player is available for selection has been paid by IPL to the Player and the Player shall have no right to claim payment of said sum from the Franchisee.

- The Player shall/shall not [~~delete as applicable~~] be entitled to the following bonus arrangements: []

- The Franchisee shall during each Contracted Season pay the following expenses of the Player in connection with his duties under this Agreement:

- travel to and from India (which shall be business class subject only to availability);
- travel to and from any Match;
- a daily allowance of US\$100;
- accommodation during the Contracted Season including at any away Matches (which shall be 5 star subject only to availability).

- During each Contracted Season the Player's hours of work are such as the Franchisee may from time to time reasonably require of him to carry out his duties as contemplated by this Agreement and he shall not be entitled to any additional remuneration from the Franchisee for work done outside normal working hours.

- The Player authorises the Franchisee to deduct from the Player Fee any sums due from him to the Franchisee including, without limitation:

- any over payments, loans or advances made to him by the Franchisee;
- the cost of repairing any damage or loss to the Franchisee's property caused by him;
- any fines properly and reasonably imposed upon him by the Franchisee or IPL;
- any losses suffered by the Franchisee as a result of any negligence or breach of duty by him (including but not limited to any period of incapacity if self-inflicted);
- any other sums due to the Franchisee under this Agreement.

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6. (a) In addition to paragraph 5 above on each and any occasion when the Player is Unavailable during a Contracted Season the Franchisee shall be entitled to reduce the Player Fee by the ratio between the total number of Matches for which the Player is Unavailable in each Contracted Season and the total number of Matches in that Contracted Season. By way of example, if the Player was Unavailable for 5 Matches out of a total of 20 then the Player Fee would be reduced by 25%.
- (b) If at the end of any Contracted Season and after the application of the above-mentioned system of Player Fee reduction it transpires that:
- (i) the Player has received any amount of the Player Fee to which he is not entitled (as a result of such reduction) then the Player shall within 30 days of the end of such Contracted Season repay to the Franchisee a sum equal to the amount of the Player Fee to which he was not so entitled;
 - (ii) the Franchisee owes the Player any amount of the Player Fee then the Franchisee shall pay such sum to the Player within 30 days of the end of such Contracted Season.

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SCHEDULE 2 (Player Contract)

- 1 **Term and Termination**
- 1.1 The Franchisee shall be entitled by written notice to terminate this Agreement with immediate effect if at any time the Player:
 - (a) is guilty of Gross Misconduct;
 - (b) is convicted of any criminal offence anywhere in the world (other than a motoring offence for which the punishment does not involve a custodial sentence) including any such offence involving moral turpitude.
- 1.2 Upon any termination of this Agreement:
 - (a) the Franchisee shall forthwith release the Player's registration with IPL, if such registration has occurred; and
 - (b) if and to the extent that the Player has been paid any sums under this Agreement which relate to the period after such termination then the Player shall within 30 days of the date of such termination pay to the Franchisee an amount equal to such sums.
- 1.3 References to the "termination" of this Agreement shall include its expiration or termination for any reason.
- 1.4 The termination of this Agreement for any reason shall not affect those of its provisions which are either expressed to survive or are capable of surviving such termination and references to the termination of this Agreement shall include its termination or expiration.
- 1.5 On termination of this Agreement the Player shall return to the Franchisee in a reasonable and proper condition any property (including any car and any equipment or other item of any kind) which has been provided or made available to him by the Franchisee in connection with this Agreement.
- 2 **Confidentiality**
- 2.1 The parties shall at all times treat this Agreement as being private and confidential and its contents shall not be disclosed either directly or indirectly to any person except:
 - (a) with the prior written agreement of both parties; or
 - (b) as may be required by any statutory, regulatory or governmental or quasi-governmental authority, pursuant to the rules of any recognised stock exchange or as otherwise required by law; or
 - (c) by the Franchisee to any or all of IPL, BCCI, its duly appointed professional advisers, its directors, secretary or representatives or auditors to whom such disclosure is strictly necessary for the purposes of their duties and then only to the extent so necessary.
- 2.2 Each party shall be entitled to refer to the fact that they have entered into this Agreement without being in breach of paragraph 2.1 above.
- 2.3 The Player agrees that the Franchisee's operations and financial and business information concerning the Squad and other matters including without limitation any reports from scouts or playing tactics/strategies constitute confidential information and the Player shall not during the Term or at any time thereafter:
 - (a) disclose or publish or cause to be disclosed or published (directly or indirectly) any such information;
 - (b) remove from the Franchisee's premises any such information or use the same for any purpose other than the proper performance of this Agreementand on the termination of this Agreement the Player shall return to the Franchisee all such information as may be in the Player's possession or under his control.
- 2.4 If and to the extent that at any time (during or after the termination of this Agreement)

the Player is represented by any third party then the Player shall procure that such third party complies with the provisions of this Clause as if it were a signatory to this Agreement.

3 Warranties

3.1 Each party warrants to the other that it has at the date of this Agreement and shall continue to have during the Term the power, authority and legal right to execute and perform this Agreement and the performance of this Agreement shall not result in such party being in breach of nor otherwise in conflict with any other agreement or arrangement which is binding on it or him.

3.2 The Player warrants and confirms that:

- (a) he has made a full and honest disclosure to the Franchisee of his past and current medical history (including but not limited to all injuries suffered, medical conditions and treatments) that could in any way affect his fitness and/or ability to play cricket at any time during the Term;
- (b) Schedule 4 contains a complete list of all Existing Agreements.

4 Intellectual Property

4.1 The Player hereby unconditionally and irrevocably assigns to the Franchisee (for the benefit of the Franchisee and/or IPL and/or the organisers of the Champions Tournament as appropriate) the entire copyright and all other rights of any kind (including without limitation performer's rights) in respect of any appearance or activity made or undertaken by the Player in the performance of this Agreement and any use of the Player Identification as contemplated by this Agreement.

4.2 Upon any request by the Franchisee the Player agrees (for no charge) to execute such documents and do such acts as may be necessary to give full effect to the terms of this Agreement including without limitation paragraph 4.1 above.

4.3 To the fullest extent allowable by law the Player waives all moral rights (if any) to which he is or may become entitled under the laws of any country in relation to his performance of this Agreement.

4.4 The Player agrees and acknowledges that all right, title and interest in the IPL Marks and the Franchisee Marks is vested in IPL and the Franchisee respectively and that he has no interest of any kind and shall not assert any interest of any kind in the same at any time, both during and after the termination of this Agreement.

5 Miscellaneous

5.1 This Agreement cancels and supersedes any previous agreements or arrangements, whether by way of letters of appointment, agreements or arrangements, whether written, oral or implied, relating to the Player's employment by the Franchisee, which shall be deemed to have been terminated by mutual consent as from the date of this Agreement and each party acknowledges that it/he has no outstanding claims of any kind against the other party. In the event of any discrepancy between the terms set out in this Agreement or any offer letter or previous agreement or document, the terms set out in this Agreement shall prevail.

5.2 All sums payable under this Agreement shall be paid together with any applicable service tax which may be chargeable thereon and shall be paid to the payee free of all taxes unless the payer is statutorily obliged to deduct or withhold any such taxes in which case a certificate for the deduction of such tax shall be issued to the payee.

5.3 Each of the provisions contained in this Agreement is considered to be reasonable by the parties and each Clause and sub-Clause shall be construed as independent of any other provision. If any provision of this Agreement proves to be invalid, void or illegal it shall not in any way affect, impair or invalidate any other provision and the remaining provisions shall remain in full force and effect.

5.4 This Agreement is personal to the Player and the Player may not assign, transfer or

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transfer any interest in it to any other person. The Franchisee shall have the right to assign or novate this Agreement to any other club or team which participates in the League and the Player agrees to accept any such assignment and to execute any documents necessary to give effect to any such assignment or novation and to faithfully perform and carry out this Agreement with the same force and effect as if it had been entered into by the Player and any such assignee. In addition the Franchisee may licence or assign any rights granted to it under Clause 4 to IPL.

- 5.5 Those of the Player's obligations which are given for the benefit of IPL and/or the BCCI may be directly enforced by IPL and/or the BCCI or by the Franchisee as trustee for the IPL and/or the BCCI.
- 5.6 The Player acknowledges that damages may not be an adequate remedy for breach of this Agreement and that the Franchisee shall be entitled to an injunction or other equitable relief for any threatened or actual breach of this Agreement

6 Notices

Any notice (a "Notice") required to be given for the purposes of this Agreement shall be given by sending the same by pre-paid first class post, fax, or by delivering the same by hand to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this Clause) by the party concerned as being its address for the purposes of this Clause. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 - 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof. Any Notice delivered by hand shall be deemed to have been served on the date of delivery if delivered on a business day between the hours of 0900 - 1630 in the location of the recipient and if not so delivered shall be deemed to have been served on the next business day.

7 Law and Arbitration

- 7.1 This Agreement shall be governed by, and construed in accordance with Indian law.
- 7.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. Both parties shall share equally the costs, fees, etc of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
- 7.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 7.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 7.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 7.6 Notwithstanding the foregoing the Franchisee (but not the Player) may bring an action for injunctive or other equitable relief in the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach by the Player of this Agreement.

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SCHEDULE 3 (Player Contract)

Definitions and interpretation

1. In this Agreement the words and phrases set out below shall have the following meanings:
 - "Associated Company" shall mean ultimate parent company for the time being of the Franchisee and any company which is controlled by such parent company by shareholding (or any holding of equivalent securities), board control, agreement or otherwise;
 - "BCCI" shall mean The Board of Control for Cricket in India;
 - "Board" shall mean the board of directors (or equivalent officers) for the time being of the Franchisee and/or any duly authorised committee of said board of directors;
 - "business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;
 - "Champions Tournament" shall mean the competition to take place between the winner and runner-up of the League and the winners and (if appropriate) runners-up of equivalent Twenty20 cricket competitions which are staged in other countries and which it is anticipated shall take place in each year of the Term (in September and/or October or such other time as may be notified to the Player);
 - "Coach" shall mean the official responsible for selecting the Team;
 - "Contracted Season" shall mean each Season (or part thereof) which forms part of the Term;
 - "Existing Agreements" shall mean those agreements (if any) entered into by the Player and which relate to the use of the Player's identification listed in Schedule 3 and which exist at the date of this Agreement;
 - "Franchisee Marks" shall mean any logo, trade mark, trade name or other intellectual property rights of any kind (including copyright) which may from time to time be developed by or on behalf of the Franchisee or any Associated Company for use in connection with the League and/or the Champions Tournament or generally in each case whether the same are registered or not;
 - "Franchisee Rules" shall mean such rules or regulations affecting the Player as may be published from time to time by the Franchisee;
 - "Franchisee Partner" shall mean any person who has from time to time entered into a commercial agreement or arrangement with the Franchisee or any Associated Company to promote such person's goods or services including without limitation any sponsors or official suppliers of the Franchisee and "Franchisee Partner Agreement" shall be construed accordingly;
 - "Gross Misconduct" shall mean any serious or persistent conduct or omission by the Player which the Franchisee reasonably believes to be gross misconduct including the following:
 - (a) theft or fraud;
 - (b) intentional damage to any property belonging to the Franchisee or any Associated Company;
 - (c) the use or possession of or trafficking in a Prohibited Substance;
 - (d) incapacity through alcohol affecting the Player's performance as a player;
 - (e) any material breach of or failure to comply with any of the terms of this Agreement including without limitation any violation by the Player of any of the Regulations relating to anti-corruption, gambling, match fixing and Prohibited Substances;

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"ICC" shall mean The International Cricket Council;

"International Duty" shall mean the participation by the Player in any officially recognised international cricket match (being a Test Match, One Day International or International Twenty20 match) involving the senior national men's cricket team representing the Player's home country or in any tour involving such cricket team which includes such international matches;

"IPL" shall mean the unit of BCCI established to operate the League;

"IPL Marks" shall mean any logo, trade mark, trade name or other intellectual property rights of any kind (including copyright) relating to the League including without limitation copyright, the title "Indian Premier League", any IPL, League or Champions Tournament theme music or anthem and the image or likeness of any Trophy which in each case may from time to time be developed by or on behalf of IPL for use in connection with the League and/or the Champions Tournament and/or generally in each case whether the same are registered or not;

"IPL Partner" shall mean any person who has from time to time entered into a commercial arrangement or agreement with IPL to promote such person's goods or services including without limitation any sponsor, official supplier, merchandiser, licensee or broadcaster or other media partner appointed by IPL and "IPL Partner Agreement" shall be construed accordingly;

"League" shall mean the Twenty20 cricket league known as The Indian Premier League (or such other name as may replace said name from time to time) which has been established by IPL and which shall take place in April/May of each year of the Term (or such other time as may be notified to the Player);

"Match" shall mean any match involving the Team which forms part of the League in any Contracted Season including any Play-Off Matches together with any match involving the Team which forms part of any Champions Tournament (in each case whether the same are staged in India or elsewhere);

"NOC" shall mean a No Objection Certificate, being a certificate from the Player's national cricket board or other relevant person which is in a form reasonably satisfactory to IPL and which states that such national cricket board or other relevant person has no objection to the participation by the Player in the League and the Champions Tournament;

"Operational Rules" shall mean the rules, regulations, notifications, circulars or guidelines published from time to time by IPL in respect of the League or such part thereof as is disclosed to the Player;

"person" shall mean any individual, company, partnership, unincorporated association or any other entity of any kind;

"Player Fee" shall have the meaning in Part I of Schedule I;

"Player Identification" shall mean the name, reputation, nickname, fame, image, shirt number, signature, voice and any other portrayal or characteristics of any kind of the Player (whether real or virtual and in any format whether in film, by way of a photograph, virtual, electronic or otherwise);

"Player Injury" shall mean an injury or illness affecting the Player which occurs as a result of the performance of this Agreement during any Contracted Season (for the avoidance of doubt excluding any injury or illness which is caused by a breach by the Player of any of his obligations under this Agreement including without limitation Clause 3.2 (c));

"Play-Off Match" shall mean any Play-off match, knock-out or other match which takes place at the end of any Season to decide the final League standings;

"Prohibited Substance" shall have the meaning set out in the IPL Anti-Doping Code;

"Regulations" shall mean together all rules and regulations published by IPL, the ICC and/or BCCI which relate to the League from time to time (including without limitation any such regulations relating to anti-corruption, match fixing and gambling and including the following at the date of this Agreement: the IPL Anti-racism code, the IPL Anti-Doping Code, the IPL Clothing and Equipment Regulations and the IPL Code of Conduct for Players and Team Officials, the Operational Rules and the Franchisee Rules);

"Season" shall mean the period of time in each year during which the League shall take place together with, if the Team qualifies, for it, the period of time during which the Champions Tournament shall take place;

"Squad" shall mean the squad of players from time to time (including the Player) from which the Team shall be selected;

"Team Clothing" shall mean any and all versions from time to time of the Franchisee's official cricket clothing including jerseys, shirts, trousers, socks, track suits, headwear (including helmets), protective equipment and/or any other clothing displaying any of the Franchisee Marks;

"Team" shall mean the members of the Squad representing the Franchisee in any Match;

"Term" shall have the meaning in Part 2 of Schedule 1;

"Trophy" shall mean any trophy presented to the winners of the League or the Champions Tournament;

"Unavailable" shall, in relation to the Player, mean that he is unable for any reason other than Player Injury in play in a Match including without limitation as a result of any International Duty, and "Unavailability" shall be construed accordingly.

For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments or to the Regulations shall include re-enactments and amendments of substantially the same intent as the original referenced enactment or Regulation.

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SCHEDULE 4 (Player Contract)

Existing Agreements

If left blank there will be deemed to be no such

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SCHEDULE 3 (Franchise Agreement)

Franchisee Obligations

In order to maintain the uniform high standards of the Business and to protect the reputation of the League, BCCI-IPL, BCCI and the game of cricket the Franchisee hereby agrees to operate the Franchise at all times in accordance with both the highest professional standards and the Regulations and in such manner as shall ensure that the Team participates in the League as contemplated by the Operational Rules and this Agreement. In addition and without prejudice to the foregoing, the Franchisee shall comply with the following specific obligations:

1. Establishment of Franchise

The Franchisee agrees as follows:

- (a) to take all such steps as shall be necessary to establish a Squad of no less than 16 Players of appropriate calibre who are available to participate in the League (it being anticipated that the first Match of the 2008 Season shall take place in April 2008) and in this regard:
 - (i) the Franchisee shall participate in good faith in the Player Bid Process as contemplated in this Agreement and the Tender Document;
 - (ii) the Franchisee shall enter into an agreement with each player in its Squad on the terms of the Player Contract as soon as practicable (it being acknowledged that no changes may be made to the provisions of the Playing Contract);
 - (iii) if the Franchisee operates the Franchise in Mumbai, Kolkata, Bangalore or Mohali/Chandigarh the Franchisee shall enter into a Player Contract with Sachin Tendulkar (in the case of Mumbai), Sourav Ganguly (in the case of Kolkata), Rahul Dravid (in the case of Bangalore) or Yuvraj Singh (in the case of Mohali/Chandigarh) and the Player Fee and other benefits payable to such player shall at all times be not less than 15% higher than the highest Player Fee and the best benefits payable to any other Player in the Squad;
- (b) to enter into such other agreements or arrangements as shall be necessary to establish the Franchise and to ensure the participation of the Team in the League as contemplated by this Agreement and the Operational Rules including without limitation the hiring of all additional staff which are necessary properly to operate the Franchise including a Coach, the Medical Staff and an event manager.

2. Operational

The Franchisee agrees:

- (a) that it shall only enter into any agreement or arrangement with any Player pursuant to a Player Contract and no amendments to the Player Contract shall be made;

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(b) to provide BCCI-IPL with a copy of each Player Contract within 2 days of it being entered into by the Franchisee and the relevant Player;

(c) upon receipt of any amended form of Player Contract from BCCI-IPL to use the same in respect of all future agreements with Players;

(d) not to breach the obligations relating to the Player salaries as set out in the Operational Rules including in respect of the minimum annual sums payable to each Player (being US\$ 50,000 in 2008) and the minimum aggregate sum to be spent on the Squad by way of Player Fees (being US\$ 3.3 million in 2008);

(e) to comply with its obligations under each signed Player Contract;

(f) to notify BCCI-IPL of the proposed name of the Team (which shall include the name of the city in which the Stadium is located) together with the proposed colour and other specification of the proposed Team clothing and any Franchisee Mark as soon as practicable and in any event within 30 days of signature of this Agreement for prior written approval by BCCI-IPL and not to make any changes to any of the foregoing without the prior written approval of BCCI-IPL;

(g) not to grant or seek to grant to any person any rights of any kind in respect of BCCI-IPL, the League Marks, BCCI and the League;

(h) to stage all home League Matches in accordance with the Match Staging Regulations and to ensure that all tickets for home Matches include the restrictions set out in the Operational Rules and/or Match Staging Regulations;

(i) to operate the Franchise and to manage the Team in accordance with the Laws of the Game, all Legal Requirements (including as regards health and safety) and the Regulations and not to engage in any activity or practice which may be reasonably anticipated to result in public criticism of or to reflect badly on BCCI-IPL, the League, BCCI, the Business, the Team and/or the game of cricket;

(j) that it shall and shall procure that all Players, and Team officials and/or employees and any other person acting for or on behalf of the Franchisee and/or the Team comply with the Regulations during each Season and that the Team complies with the Laws of Cricket during any Matches;

(k) if and when required to do so by BCCI-IPL, to place any and all of the League Marks upon all letter headings, bills, invoices and other documents and literature used in connection with the Franchise to indicate that the Team is part of the League;

(l) not to use the name "Indian Premier League" or "BCCI-IPL" or any name resembling them as part of its name, either during or after termination of this Agreement;

(m) to use such central ticketing agency in respect of the sale and allocation of all tickets for its home League Matches as BCCI-IPL shall nominate from time to time;

(n) at its cost to play one of its League Matches outside India if requested by BCCI-IPL;

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(o) that BCCI-IPL has the option to arrange all travel and accommodation required by the Teams in respect of any away League Match and, if BCCI-IPL exercises this option, then all of the costs associated therewith shall be charged to the Franchisee and the Franchisee shall co-operate and work with BCCI-IPL in connection therewith;

(p) to bear all of the costs of running the Team.

3. The Stadium

The Franchisee agrees during each Season:

- (a) to indemnify BCCI-IPL from and against any losses, costs, damages or expenses of any kind (including reasonable professional fees) suffered or incurred by BCCI-IPL as a result of the use by the Franchisee of the Stadium;
- (b) to stage home League Matches only at the Stadium;
- (c) to co-operate fully with BCCI-IPL, BCCI and its/their agents and representatives in respect of the staging of any Match;
- (d) to bear all costs associated with the staging of each home League Match and, if the Franchisee stages them, the Play-Off Matches and including without limitation the payment to BCCI-IPL within 30 days of written request of the costs of the hiring and use of the Stadium (being the costs charged to BCCI-IPL by the owner/operator of the Stadium) and any security cost or expenses relating to the staging of such home Matches.

4. Reporting

(a) The Franchisee shall keep BCCI-IPL informed of market developments relating to the League and/or the Franchisee in the Territory and of any material plans or development in the Franchisee.

5. Website

The Franchisee shall establish its own website on the internet to advertise and promote the Team which may feature the League Marks subject to the Franchisee complying with the following:

- (a) it must first obtain BCCI-IPL's prior written approval for its domain name and for the form and content of its website before it is used on the internet;
- (b) it will not use any of the League Marks or similar words as part of its domain name;
- (c) it shall include the League Marks on such website if expressly requested but, in such circumstances, it shall obtain BCCI-IPL's prior written approval for the manner of usage of the League Marks on such website and shall not change the manner of such usage without BCCI-IPL's prior written approval;
- (d) it must ensure there is a hyperlink to BCCI-IPL's website together with any website from which Licensed Products may be purchased;
- (e) it must own any such domain name and must not assign ownership of the

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domain name to any third party;

- (f) it must obtain all copyrights on the website;
- (g) it will fully indemnify BCCI-IPL against all and any claims made against BCCI-IPL relating to such website

6. Insurance

- (a) The Franchisee will at its own expense obtain and maintain property, public liability, employees' liability and such other insurance (including medical insurance in respect of the Players) as are appropriate for the Franchisee (being not less than five million dollars (US \$5,000,000) per claim).
- (b) The Franchisee will from time to time furnish to BCCI-IPL on its request with copies of all such insurance policies and evidence that all premiums due in respect thereof have been paid.
- (c) The Franchisee will not cause or permit to subsist any circumstance which may constitute a breach of any insurance policy maintained pursuant to this Agreement.

7. Intellectual Property

- (a) Where required by BCCI-IPL, the Franchisee will also join with BCCI-IPL, at its own cost and expense in making any application or applications in record BCCI-IPL's ownership of the League Marks at such Trade Mark Registry or other appropriate office as required by BCCI-IPL.
- (b) The Franchisee shall in all representations of the League Marks append in a manner approved by BCCI-IPL, such inscriptions as are usual or proper for indicating that the League Marks are unregistered or registered as the case may be.
- (c) The Franchisee will render to BCCI-IPL, all reasonable assistance to enable BCCI-IPL to obtain registration in any part of the world of any of the League Marks.
- (d) The Franchisee undertakes that it shall not use or allow any employee, agent or third party to use or exploit the League Marks in any way whatsoever save as expressly provided for in this Agreement.
- (e) The Franchisee shall not use the League Marks in any way which might dilute or adversely effect them.
- (f) The Franchisee shall not do anything which is inconsistent with the legal ownership by BCCI-IPL of the League Marks and shall not apply for registration as proprietor of any of the League Marks in any part of the world.
- (g) The Franchisee acknowledges that the legal title in and all goodwill and all other rights, associated with and arising from the use of the League Marks together with any song or anthem relating to the League vest absolutely in BCCI-IPL and that it is the intention of the parties that all such rights will at all times hereafter and for all purposes remain vested in BCCI-IPL and in the event that any such rights at any time accrue to the Franchisee by operation of

law or otherwise the Franchisee will at its own expense and immediately upon BCCI-IPL's request do all such acts and things and execute all such documents as BCCI-IPL will deem necessary to vest such rights absolutely in BCCI-IPL.

- (h) BCCI-IPL reserves the right to substitute, add to and/or withdraw those trade marks and other indicia which comprise the League Marks at the date of this Agreement if the present League Marks can no longer be used or if BCCI-IPL, in its sole discretion, determines that substitution of different marks will be beneficial to the League. In such circumstances, such substituted marks will be deemed to be League Marks and the usage thereof will be governed by the terms of this Agreement. The Franchisee will be responsible for all costs incurred by it which are associated with changing the substituted League Marks.
- (i) The Franchisee will, as soon as it becomes aware thereof, give BCCI-IPL in full written details of any action which amounts or might amount either to any infringement of BCCI-IPL's rights in relation to the League Marks or to passing-off but will take no other action against the infringer except such reasonable action in connection therewith as may be consistent with the Franchisee's rights as granted by this Agreement and as BCCI-IPL may direct at its expense (it being acknowledged that any action in respect of any infringement of the League Marks will be taken at BCCI-IPL's discretion).
- (j) The Franchisee shall not modify, alter, delete from or add to the League Marks including but not limited to any change in text, graphics or colour and shall comply with any guidelines relating to the use of the League Marks which are provided to it from time to time.
- (k) The Franchisee shall not adopt or apply for or use any trade mark, trade name or design which is similar to or could be confused with the League Marks.
- (l) The Franchisee shall ensure that any use made by it of the League Marks as contemplated by this Agreement shall be in accordance with all applicable laws and regulations.
- (m) No right, title or interest in or licence in respect of any of the League Marks is granted to the Franchisee save as expressly provided for in this Agreement.

8. Licensing;

- (a) The Franchisee acknowledges and agrees that all Licensing shall be conducted by BCCI-IPL and that it shall not and shall procure that each Franchisee Group Company shall not sell or grant to any person any right or licence of any kind to sell or distribute any products bearing either the League Marks and/or the Franchisee Marks.

9. Sponsorship/Advertising Rights

The Franchisee agrees that all Stadium Advertising shall (save as provided below) be sold by BCCI-IPL and the revenue from such sale shall form part of the Central Rights Income. Notwithstanding the foregoing the Franchisee shall be entitled to use twelve (12) advertising boards at each home League Match (excluding the Play-Off Matches) but no Franchisee Partner shall be granted the rights to more than six (6) such boards at any home League Match

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and where any such Franchisee Partner is a competitor of any BCCI-IPL Partner then such Franchisee Partner shall only be entitled to three such boards at any home league Match. For the avoidance of doubt the Franchisee is not entitled to any other branding within the Stadium.

10. General

(a) The Franchisee shall not without first obtaining BCCI-IPL's prior written consent to charge, pledge, grant any security over or otherwise encumber the Franchise or any of the rights granted to the Franchisee hereunder whether or not such encumbrance is in the ordinary course of business.

(b) The Franchisee shall provide BCCI-IPL with a full copy of each Franchisee Partner Agreement within 5 business days of it being entered into.

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SCHEDULE 4 (Franchise Agreement)

The rights referred to in this schedule are an indication of the rights which may be granted to the relevant sponsor and are not an exhaustive list of such rights and the rights specified below may be subject to alteration.

Part 1 - Title Sponsorship Rights

- Naming rights to the League i.e. "The XXXX Indian Premier League"
- Integration into the League Match logo and the use of all official marks
- Category exclusivity across the central sponsorships
- No less than 12 (out of 72) advertising boards at all League Matches
- Sponsor's logo on the outfield at both bowling ends at all League Matches
- Exclusive branding on the stumps
- Branding on sightcreens when not in use
- Branding on the floodlight pylons
- Branding on the boundary "rope"
- Branding on the team dugouts
- Branding on interview and press conference back drops
- Branding on all tickets, printed materials and other League Match collateral
- An allocation of tickets to all League Matches
- The right to use tickets etc in promotions
- Branding on BCCI-IPL's website
- Advertising in all League Match programmes/scorecards
- The use of League archive and stills for promotional purposes
- Representative from sponsor to present the League trophy
- Sponsorship of the man of the Match/Season.

Part 2 - Official Sponsorship Rights

- Designation as an Official Supplier of the Indian Premier League and "The Official XXX of the Indian Premier League"
- Category exclusivity across the central sponsorships
- The use of League Marks in promotions activities
- No less than 8 advertising boards at all League Matches
- Branding on team dugouts
- Branding on interview and press conference backdrops
- An allocation of tickets to all League Matches
- The right to use tickets in promotions
- Branding on BCCI-IPL's website
- Advertising in all League Match programmes/scorecards
- A limited use of League archive and stills for promotional purposes

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Part 3 – Umpire Sponsorship Rights

- Category Exclusivity across the central sponsorships
- Branding on Umpires' hats, shirts and coats
- Logo on Big Screen and TV broadcast replays of 3rd Umpire Decisions
- VIP tickets to all League Matches
- Percentage of sight screen advertising

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the tender process and any subsequent discussions which take place between IPL and us.

- 2.2 We agree to keep confidential, and shall not disclose to any person (including, without limitation, the press and media), any and all Confidential Information which has been, or may be, disclosed to us by, or on behalf of, IPL or BCCI except insofar as the Confidential Information:
 - (a) is required by a person employed or engaged by us in connection with the preparation of our Bid(s) or the proper performance of the Franchise Agreement in which circumstances we shall ensure that any such person complies with our obligations in relation to Confidential Information referred to in this letter as if such person were a signatory to this letter; or
 - (b) is required to be disclosed by law or by applicable regulation, or any valid order of a court of competent jurisdiction, or at the request or direction of any governmental or regulatory authority or agency.

Without prejudice to the foregoing and unless IPL chooses otherwise, we covenant with, and undertake to, IPL that no announcement or statement howsoever relating to our Bid(s), the Franchise Agreement or our discussions with IPL in relation thereto shall be made by us, or on our behalf, without the prior written approval of IPL (such approval to be given or withheld at IPL's sole discretion). Any disclosure of Confidential Information permitted under this paragraph 2 shall be in confidence, and shall only be to the extent that any persons to whom the information is disclosed need to know the same in the performance of their duties. We shall procure that all such persons are aware of, and comply with, such obligations of confidentiality.

- 2.3 We hereby undertake to IPL and BCCI to use the Confidential Information solely in connection with the preparation of our Bid(s) and not otherwise for our own benefit or the benefit of any third party.

3. GENERAL

- 3.1 We acknowledge that we are solely responsible for all costs, expenses and liabilities incurred by us in the preparation and submission of this Bid, any responses to requests for further information by or on behalf of IPL and any discussions with IPL and/or its associates following receipt by IPL of this Bid (whether or not any Franchise Agreement is entered into by us).
- 3.2 We warrant, represent and undertake to IPL, and BCCI and its/their associates that:
 - (a) the information contained in this Bid and otherwise provided to IPL, and/or its associates during the tender process is, and shall be, complete and accurate in all respects and is not, and shall not be, false or misleading in any way; and
 - (b) if, following submission of this Bid there are any changes in our circumstances that may affect any of the information contained in this Bid, we shall promptly notify IPL in writing setting out the relevant details in full.

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(11)
AFFIDAVIT

TO BE ATTESTED/NOTARISED ON YOUR COMPANY'S LETTERHEAD

AFFIDAVIT

I, [Name of Authorised Representative], [Designation of Authorized Representative] of [Name of Bidder] having my office at [Address] do hereby declare solemnly affirm and state as follows:

1. I solemnly state and declare that I am providing the true and correct details of the Bidding Company for the purpose of the Bid as required by the Invitation to Tender.
2. I state that the contents of the Bid are true and correct to the best of my knowledge based on the original records maintained by the company. I further declare that no material information has been concealed.

List of Annexure:

Solemnly affirmed at _____

On this _____ day of _____

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SCHEDULE 5 (ITT)

PROVISIONAL MATCH SCHEDULE

	Matchday	Venue 1	Venue 2	Venue 3	Venue 4	Venue 5	Venue 6	Venue 7	Venue 8
Fri	1								
Sat	2	1v2				5v6			8v3
Sun	3			3v4				7v8	
Mon	4								
Tues	5		2v5				6v1		
Wed	6			3v8	4v7				
Thurs	7								
Fri	8								8v4
Sat	9	1v3				5v7			
Sun	10		2v4				6v8		
Mon	11								
Tues	12			3v5				7v1	
Wed	13				4v6				8v2
Thurs	14								
Fri	15	1v7							
Sat	16		2v1						8v5
Sun	17				4v1		5v7		
Mon	18								
Tues	19	1v8				5v4			
Wed	20			3v6				7v3	
Thurs	21								
Fri	22						6v2		
Sat	23	1v4				5v8			
Sun	24			3v2				7v6	
Mon	25								
Tues	26				4v5				8v6
Wed	27		2v7				6v3		
Thurs	28								
Fri	29					5v1			
Sat	30				4v2				8v6
Sun	31			3v1				7v5	
Mon	32								
Tues	33	1v5					6v4		
Wed	34		2v8					7v3	
Thurs	35								
Fri	36					5v2			
Sat	37				4v3				8v7

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Sun 38
Mon 39
Tues 40
Wed 41
Thur 42
Fri 43
Sat 44

2v1
6v5
1v6
3v7
4v8
5v3
2v0
7v4

Finals
Day

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SCHEDULE 6 (ITT)

QUALIFYING FRANCHISE STADIA

	City	Stadium	Owner/Home Team	Last Int'l	Capacity	Flood lights
1	Mumbai	Brabourne Stadium	Cricket Club of India	2007	30,210	Yes
2	Mumbai	D.Y. Patil Stadium New Mumbai	D.Y. Patil Cricket Club (MCA)	NIL	55,000	Yes
3	Jaipur	Sawai Mansingh Stadium	Rajasthan Cricket Association	2007	32,421	Yes
4	Gwalior	Captain. Roop Singh Stadium	Madhya Pradesh Cricket Association	2007	35,000	Yes
5	Cuttack	Barabati Stadium	Orissa Cricket Association	2007	35,000	Yes
6	Mohali	Punjab Cricket Assoc Stadium	Punjab Cricket Association	2007	35,345	Yes
7	Kanpur	Green Park	Uttar Pradesh Cricket Association	2007	45,000	Yes
8	Chennai	MA Chidambaram Stadium	Tamil Nadu Cricket Association	2007	50,000	Yes
9	Ahmedabad	Sardar Patel Stadium	Gujarat Cricket Association	2006	53,977	Yes
10	Bangalore	M.Chinnaswamy Stadium	Karnataka State Cricket Association	2007	42,000	Yes
11	Kolkata	Eden Gardens	Cricket Association of Bengal	2007	90,500	Yes

The following two stadiums are installing lights and have advised that they will be available for IPL.

1	Delhi	Feroz Shah Kotla	Delhi District Cricket Association	2007	55,000	By March 2008
2	Hyderabad	Rajiv Gandhi International Stadium	Hyderabad Cricket Association	2007	40,000	By March 2008

The following stadium is currently under reconstruction

1	Mumbai	Wankhede Stadium	Mumbai Cricket Association	2007	34000	Yes
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SCHEDULE 7 (ITT)

ANTICIPATED PLAYERS

Name	Country	Specialist
Cameron White	Australia	All rounder
Andrew Symonds	Australia	All rounder
Scott Styris	New Zealand	All rounder
Jacob Oram	New Zealand	All rounder
Shoaib Malik	Pakistan	All rounder

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Shaun Pollock	South Africa	All rounder
Albie Morkel	South Africa	All rounder
Jacques Kallis	South Africa	All rounder
Justin Kemp	South Africa	All rounder
Sanath Jayasuriya	Sri Lanka	All rounder
Farveez Maharoof	Sri Lanka	All rounder
Ajit Agarkar	India	All rounder
Piyush Chawla	India	All rounder
Irfan Pathan	India	All rounder
Yusuf Pathan	India	All rounder
Iginder Sharma	India	All rounder
Rohit Sharma	India	All rounder
Chris Gayle	West Indies	All rounder
Shahid Afridi	Pakistan	All rounder
Mashrafe Mortaza	Bangladesh	All rounder
Justin Langer	Australia	Batsman
Simon Katich	Australia	Batsman
Michael Clarke	Australia	Batsman
Matthew Hayden	Australia	Batsman
Michael Hussey	Australia	Batsman
Ricky Ponting	Australia	Batsman
Stephen Fleming	New Zealand	Batsman
Mohammad Ashraf	Bangladesh	Batsman
Younis Khan	Pakistan	Batsman
Mohammad Yousuf	Pakistan	Batsman
A B de Villiers	South Africa	Batsman
Graeme Smith	South Africa	Batsman
Ashwell Prince	South Africa	Batsman
Herschelle Gibbs	South Africa	Batsman
Lonis Desman	South Africa	Batsman
Mahela Jayawardena	Sri Lanka	Batsman
Subramaniam Badrinath	India	Batsman
Rahul Dravid	India	Batsman
Gautam Gambhir	India	Batsman
Sourav Ganguly	India	Batsman
Mohammed Kail	India	Batsman
Wasim Jaffer	India	Batsman
VVS Laxman	India	Batsman
Suresh Raina	India	Batsman
Virender Sehwag	India	Batsman
Yuvraj Singh	India	Batsman
Sachin Tendulkar	India	Batsman
Robin Uthappa	India	Batsman
Shivnarine Chanderpaul	West Indies	Batsman
Ramnaresh Sarwan	West Indies	Batsman
Glenn McGrath	Australia	Bowler
Jason Gillespie	Australia	Bowler
Brett Lee	Australia	Bowler
Mitchell Johnson	Australia	Bowler

Indian Premier League Rights Index

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Nathan Bracken	Australia	Bowler
Shane Warne	Australia	Bowler
Daniel Vettori	New Zealand	Bowler
Shane Bond	New Zealand	Bowler
Mohammad Asif	Pakistan	Bowler
Shoaib Akhtar	Pakistan	Bowler
Umar Gul	Pakistan	Bowler
Makhaya Ntini	South Africa	Bowler
Chaminda Vaas	Sri Lanka	Bowler
Dilhara Fernando	Sri Lanka	Bowler
Muttiah Muralidaran	Sri Lanka	Bowler
Lasith Malinga	Sri Lanka	Bowler
Nuswan Zoysa	Sri Lanka	Bowler
Murali Kartik	India	Bowler
Zabeer Khan	India	Bowler
Munaf Patel	India	Bowler
Anil Kumble	India	Bowler
Ramesh Pawar	India	Bowler
Harbhajan Singh	India	Bowler
RP Singh	India	Bowler
Sreesanth	India	Bowler
Pankaj Singh	India	Bowler
Ishant Sharma	India	Bowler
Adam Gilchrist	Australia	Wicket keeper/Batsman
Brad Haddin	Australia	Wicket keeper/Batsman
Brendan McCullum	New Zealand	Wicket keeper/Batsman
Kumar Sangakkara	Sri Lanka	Wicket keeper/Batsman
Mark Boucher	South Africa	Wicket keeper/Batsman
MS Dhoni	India	Wicket keeper/Batsman
Dinesh Karthik	India	Wicket keeper/Batsman
Parthiv Patel	India	Wicket keeper/Batsman
Prasanna Jayawardene	Sri Lanka	Wicket keeper/Batsman
Kamran Akmal	Pakistan	Wicket keeper/Batsman
Tatenda Taihu	Zimbabwe	Wicket keeper/Batsman

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SCHEDULE 8 (ITT)

FRANCHISE BID FORM

[TO BE TYPED UP ON THE BIDDER'S LETTERHEAD]

Indian Premier League
Cricket Centre
Wankhede Stadium
Mumbai 400 20
India

Dear Sirs,

We set out below details relating to us and of each location in respect of which we are submitting a Bid for a Franchise as described in the ITT received from you.

Full Name of Bidder:

Address of Bidder:

Tel No.:

Fax No.:

Email:

Named Representative of Bidder:

Stadium and Location*	Franchise Fee**
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

* Bidders may choose up to eight locations but must specify a Franchise Fee in respect of each such location.

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85 This should be the total sum which shall be payable over ten years. The Performance Deposit shall, if the Bidder is successful, be credited against the first instalment of the Franchise Fee payable by such Bidder but the amount of the Franchise Fee specified in this form should be the total amount which the Bidder is prepared to pay in respect of the relevant location (i.e. Bidders should not deduct the Performance Deposit from the sum(s) included above).

By signing and submitting this Franchise Bid Form we hereby irrevocably and unconditionally agree:

- (a) to comply by the terms set out in the ITT;
- (b) if we are awarded a Franchise in respect of a location in circumstances where the Franchise Fee specified in the signed Franchise Agreement delivered to IPL as part of our Bid has increased as a result of us submitting a re-bid (as contemplated in Section 9.3 of the ITT) then we agree immediately to take such steps as shall be necessary to endorse the amendment of the amount of the Franchise Fee specified in such Franchise Agreement to reflect the above-mentioned increase and until such time as we have taken such steps we shall remain bound by the terms of the Franchise Agreement as originally submitted by us as part of our bid in respect of such location;
- (c) where required to do so by IPL we shall procure that a parent company of sufficient financial standing as is reasonably acceptable to IPL guarantees our obligations under the Franchise Agreement.

Yours faithfully

For and on behalf of
[Full name of Bidder]

HELD AT CRICKET CENTER, MUMBAI ON 18.10.07 TIME 11.34am

Minutes of the Opening IPL Governing Council Meeting held on 18th October 2007 at the Cricket Center, Mumbai.

1. The Chairman opened the meeting at 11.34am and welcomed everyone to the first IPL Governing Council Meeting.

Present were:

- Lalit Modi - Chairman/ Convenor
- IS Bindra
- Chirayu Amin
- Arun Jaitley
- Rajiv Shukla
- Sunil Gavaskar
- Ravi Shastri
- Andrew Wildblood - IMG
- John Loffhagen - IMG
- Catherine Simpson - IMG
- Michael Fordham - IMG
- Balu Nayer - IMG
- Amit Sibal - Legal Counsel BCCI
- Shashank Manohar - BCCI President Elect
- Sharad Pawar
- MP Pandove
- Niranjan Shah
- Prof. Shetty

2. Leave of absence was given to :

- Mansoor Ali Khan Pataudi
- N Srinivasan - Treasurer BCCI

3. The President Elect, Shashank Manohar was invited to become a member of the Governing Council. The Chairman then introduced the special invitees from IMG.

4. John Loffhagen from IMG gave an overview of the Governing Council Constitution and the Chairman asked for further comments from the members on the draft document. It was noted that there was one minor err in the document to be changed which was regarding the point that the document states that the appointed CEO would be in charge of the bank accounts while the BCCI Treasurer would be the person to be the same. Refer to point K 6 of the said

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document.

Amendment: It was decided at the office bearers meeting prior to the second IPL meeting on 17th November 2007 in Jaipur that all payments relating to IPL would be made by the BCCI Treasurer's office.

5. Item 5 was deferred to the IMG Presentation and the new IPL Logo presented by IMG was approved.

6. The Chairman explained that the basic contract is at a lower value which is guaranteed by the BCCI while the firm contract is one that is not dependent on the franchise and less popular with the players. It was suggested that point (f) in the contract should be clarified in detail as it could lead to legal issues in the future. Arun Jaitly also recommended that instead of disputes being subject to the jurisdiction of the Courts of Mumbai a separate legal panel should be formed to settle the disputes in arbitration.

7. The Chairman confirmed the signing of the list of players shown in Item 7.

8. The Chairman confirmed the signing of 3 Pakistan players: Younis Khan, Mohammed Asif and Shoaib Malik. The Chairman confirmed that discussion were being held with Australian players. Unfortunately, they were unable to participate in the League in 2008 due to FTP commitments. The dilemma of them not being allowed to play for an Indian Franchise team in C2020 is still under discussion. It was also noted that if an exception was made for Cricket Australia then the other boards would expect the same. The issue of the ECB not giving their players NOC was also raised and the Chairman asked the members to think of an adequate solution for the same. The board authorised the Treasurer to go ahead and make payment to all players signed as per the contracts signed by the chairman on behalf of the IPL.

9. The MOU signed with IMG was noted.

10. Approval was given to hire the premises for the IPL offices at Cricket Center.

11. The legal notice sent by Sheridan to BCCI, IMG and the PCB was noted and summarized.

12. The response to Sheridan from IMG was noted.

13. After noting the hiring of Adfactors, Andrew Wildblood recommended that they design an international PR strategy with the said agency which was approved by the Council.

14. It was agreed that IPL TA/DA would be the same as the BCCI TA/DA.

15. During the presentation by IMG, it was recommended that the following be

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noted:

- To make use of the services provided by Robin Saunders by the various states for the stadium plans and hospitality to maximize on revenue.
- A comprehensive list of all Indian State players be compiled for the IPL database.
- That it was suggested that IPL follow the English Premier League format.
- That official partners be added to the list of Sponsorship Rights Sales.

16. The draft schedule was noted and was still up for further discussion.

17. It was suggested that all International Boards be involved in Champions 2020 and BCCI should retain a 51% shareholding while the rest would hold a 49% shareholding. It was decided that a structure needs to be designed for the same. The Chairman was authorised to attend all meetings in this regard.

18. The hiring of Dhiraj Malhotra was approved by the Council.

19. Dates and Timelines were to be further discussed.

20. The outstanding payments for IPL approved and a budget to be drawn up.

21. The BCCI legal team are yet to revert on the Long Form Agreement with IMG.

22. A few points were noted regards the players contract for further consideration:

- Medical
- Insurance
- Injury

The issue of players unions was also raised and the legal advisors to IPL were asked to take this into consideration when providing feedback on the document.

23. Long Form Players Agreement - Waiting for comments - 1 week

24. Franchises Agreement - Waiting for comments - 1 week

25. Media Rights ITT - Waiting for comments - 1 week

26. Operational Rules for the IPL were to be further discussed and confirmed for the next meeting.

27. The date for the next governing council meeting was set for Saturday November 17th 2007 in Jaipur at 4 pm. Venue to be confirmed.

28. The Chairman thanked everyone for coming and closed the meeting at 2.00pm.

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2. Leave of absence was given to Sharad Pawar, M P Pandove, MAK Patandi and C Amin. The minutes from the first IPL Governing Council were approved after an amendment was made
3. The 3 Media Presentations were deferred till after the Ticket Pro Presentation was made. The first presentation was made by Serge Girmaux of Ticket Pro and his team from DNA. Serge explained the process of ticketing and the way he prints them. They use laser technology for better artistic results, colours etc. they also e mail tickets and each one has a bar code so that they can be scanned. The tickets can also be bought by SMS. They provide all the paraphernalia associated with ticketing like people/staff, tickets, turnstiles etc. The technology allows the organizers to see the exact status, how many sold, which area sold etc. once a ticket is scanned all details can be obtained. The ticket can also be programmed so that one can earmark specific areas where the ticket holder can go to. Their mode of charging is either a percentage of the tickets sold, service charge on the internet tickets or through a commercial partner. They can provide complete database from various events and promote IPL across various events. The advantage of their system is that there will not be any duplicates, people managing the tickets will also be manning the gates, it avoids scelping, easy access to a bonafide ticket buyer, money goes into the bank account instantaneously and hence there is no accounting or cash exchange. Also through their database they can increase the revenue manifold.

Before the TV presentations were made Ravi Shastri and Sunil Gavaskar left the room, as they made their affiliation to ESPN known.

4. The first TV Presentation was made by Sony.
 - Their emphasis was on the fact that IPL should be shown as an entertainment and not against any sport as it has the power to kill any sport and any form of cricket.
 - Their vision was to make IPL a prominent and global destination for the entire world, the biggest block buster event on TV.
 - They also propose to have an end of season IPL awards show.
 - They want to make IPL the baap of entertainment and maa of cricket.
 - Fan Vs Fan- divide the country into various factions to get local regional support
 - Have an IPL mascot
 - IPL anthem and a team anthem
 - Team colours to be clearly divided.

Key for success:

- IPL teams composition to be fair so that who wins the tournament is unpredictable - critical to keep the fans glued
- No over lapping of matches
- Individuals and not corporates should own franchises
- Strong TV rating a must
- Extend beyond the male: co-opt the kid/family
- Ensure website is launched well in advance

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- Merchandising program to be very strong

Sony does not want to acquire a franchise as it may make them biased.

5. Nimbus

- A 360 degree approach to make this a success.
- Global reach/distribution will be key.
- Have player ratings
- Cross promotions across media
- Joint marketing initiative with teams
- Plans for pre event, during event, weekly programs, fantasy leagues.
- Big ground entertainment plan

They believe that a broadcaster may be accorded preferential option to acquire a franchise.

6. ESS

- T20 is the biggest thing that has happened to sport
- IPL is a truly international product
- They have had lots of opportunities to learn and hence are on top of the learning curve
- They offer
 - Quality promotions
 - Quality product
 - Quality talent
 - Quality presentation
 - Quality distribution
 - Plan on having Super selector where fans can select their fantasy teams
 - IPL exchange
 - Have a cheer leading championship for cheer leaders of each city based team
 - Need to protect not only the interest of IPL, but also the franchise
 - Spread through various points of contact like movies, fashion, gaming SMS, internet.

7. Media IIT - this item was brought forward on the agenda. After the 3 presentations everyone except the board members were asked to leave the room. The following was discussed

- We need to have a broadcasting tender by next week.
- Close bidding process by 2nd week of December
- Need to ascertain if we are going at pure value (money power) or are we having any criterion.

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- o Mr Srinivasan raised the point that the broadcaster should enhance the product and not only be valued on money
- o There will also be other bidders like 9X, NDTV, Star and even reliance.
- o Lalit said that IPL is a brand new product and it was a do or die situation. Hence reach of the broadcaster was very important
- o Mr Jaitly - we should also see that the criterion isn't that stringent else many bidders will not fit the bill and the value of the bid can/will come down. Hence we need to be flexible and marketing procedures should be pre determined.
- o There was a question that if the bid by one party was much more than the others but the party wasn't competent enough then what would the board opt for.
- o The bid should not be reduced to a few channels only.

Conditions:

- o Only channels or consortiums. The bidding party must have a medium.
- o If a bidder doesn't own a channel then they must disclose who it has back to back association with.
- o Past association in Sports marketing to be given importance
- o Quality of production
- o Camera positions
- o Need to decide on period of time for the bid
- o Need to formulate the terms and conditions and have a meeting once more before the tender is sent out.
- o Critical issue is reach and we should put reach at ~~minimum~~ ^{Adequate reach}.
- o When we open the bid we should allow maximum channels to bid and have flexibilities in the contract.
- o LKM to send a discussion paper to the board with a draft of the tender with salient features to include
 - o Period of rights
 - o Qualification
 - o Minimum reach
- o 25th November the board to meet again in Delhi to discuss the bid for TV rights

At this point Sunil Gavaskar, Ravi Shastri, IMG and team from Adfactors rejoined the meeting.

8. Event Implementation: IMG presented the event plan.

- o Every match must have a consistent format whilst allowing each franchise to have their individuality as well.
- o Need to discuss and confirm what will be done centrally and what the franchise can do themselves like travel, hotel stay etc.
- o The venues will have to be clean venues
- o State association will make money as well and the break down will be explained to each state association.

9. Prospective IPL Franchises List: we have a list of prospective franchise bidders and we will circulate it to them first.

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HELD AT CRICKET CENTER, MUMBAI ON 25-01-2008 TIME 11:00 AM.

Minutes of the IPL Governing Council Meeting, Friday 25th January 2008,
11.00am
Cricket Center, Wankhede Stadium, Mumbai

The Meeting was opened by the Chairman at 11.00am.

In attendance were IPL Governing Council Members:

Lalit Modi - Chairman and Commissioner, IPL
 Rajiv Shukla - IPL Member
 Chirayu Amin - IPL Member
 Nissaran Shah - IPL Member, Hon Secretary BCCI
 MP Pandove Hon Joint Secretary BCCI
 MAK Patandi - IPL Member

Special Invites:

Ratnakar Shetty CAO BCCI
 Dhraj Malhotra - Director Marketing IPL

IMG Team:

Andrew Wuddblood
 Catherine Simpson
 John Lofitzgen
 Michael Fordham
 Ian Todd
 Peter Griffiths
 Balu Nayer

Leave of Absence granted to:

Sharad Pawar - President BCCI
 Shashank Manohar - President Elect BCCI
 N Srinivasan - Treasurer BCCI, IPL
 Arun Jaitley - IPL Member
 Sunil Gavaskar - IPL Member
 IS Bindra - IPL Member
 Ravi Shastri - IPL Member

1. Chairman's Message:

The Chairman congratulated all present and those given leave of absence for their hard work and success on the sale of the 3 Franchises on the 24th of January. He then went onto introduce Ian Todd to the members and asked him to give his perspective on yesterday's successful bid and why, when he was the head of Nike, made such a high bid for the Indian Cricket Team in December 2005. Ian explained that Nike believed that the only way to become the dominant apparel company in the sub continent was through cricket in India and he believed the price paid was only fair. He added that what IPL had achieved so far has never been achieved in any sport any where in the world.

2. Ogilvy and Mather Presentation:

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The Chairman welcomed and introduced the creative Agency Ogilvy and Mather to all the members and special invitees prior to their presentation and explained that O & M would be partnering IPL as the IPL creative agency. The Chairman explained with the help of Bharat Patel, a colleague of Chiraya Amin and Chairman of Proctor and Gamble and AAAI, a number of presentations with the top creative agencies had been arranged and past these, O & M was shortlisted for the presentation to the IPL. Prior to the start of the presentation, the Chairman explained that the aim of the creative agency was to achieve a TRP of 6 plus specially since we have on board the best players in the world.

The presentation was made, after which, it was agreed that IMG - IPL would provide a specific brief to O&M as to what they need to target and how they should take the creative project forward. It was also agreed that IMG would provide a person who would act as a clearing house between the IPL, Sony and the 8 Franchisees as each would have need to be on the same creative wave length.

3. Grounds:

(Brought forward from 12. Any other items by permission of the Chair)
The Chairman approved the hiring of Daljit Singh to inspect and ensure that all the 8 grounds would be ready for the League in April. Additionally, the best ground staff in India and other cricketing countries is to be hired for each of the grounds.

4. Mindshare Media Presentation:

Mindshare made their presentations based on a brief given to them by the Chairman and Bharat Patel. Post the presentation, the Chairman suggested that a further brief would be given to them on how to proceed in line with IPL - IMG.

5. Approval of January 14th Minutes:

The Chairman recapped the meeting's proceedings for the benefit of members that were not present at the same. He went on to explain the proceedings of the meetings in London to finalise the MRAs between Sony - IPL and WSG - IPL which as of now are firm and final for the next ten years.

6. WSG SONY Ten Year MRA Approval:

The Chairman asked for the final approval of the board which was given by the IPL Members.

7. Approval of 24th January 2008 Bids and Minutes:

Approved by the Council.

8. Approval of O&M as the IPL Creative Agency:

The Chairman reminded the Council that at the last IPL Governing Council Meeting it has been agreed that Bharat Patel would be hired by the Board as a consultant to negotiate on behalf of IPL in deciding the Creative Agency and Media partner. The Council Approved the same.

9. Approval of Mindshare as the Media Partner:

Approved by the Council.

10. Approval of Adfactors Agreement:

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Approved subject to negotiation of the financials.

11. Player Auction Details:

It was decided that the player auction would have to be regulated to ensure that one franchise is not stronger than the next. The ideas were as follows;

- (a) A Salary Cap on the Franchisee of USDS 5 Million;
- (b) Divide the players into groups and pools to be selected from;

It was proposed that each team owner would be given a number considered the salary cap either as a whole budget for the complete team or a salary cap per player. The formula and model is to be determined by the council and IMG.

Players not chosen become an IPL liability.

Issues that required clarification were also that if an icon player already represented one company away from his icon area, then could the IPL intervene in the Icon player leaving his area and it was decided by the Council that the IPL would not intervene and that the Icon player would have to play for the designated Franchisee.

12. Players Agreement:

Members were asked to go through the final players contract.

13. Any Other Items by Permission of the Chair:

Please refer to Point 3 in these minutes for the item on Grounds inspection, grounds staff hiring which was raised early on in the session.

No other items were raised and the Chairman closed the meeting at 3.00pm.

Approved


Minutes of the IPL Governing Council, 25th January 2008

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Minutes of the IPL Governing Council on 3rd April 2008, Cricket Centre,
Wankhede Stadium, Mumbai - 12.30pm

1. Leave of absence was granted to:
 - a. Sharad Pawar - President BCCI
 - b. Shashank Manohar - President Elect BCCI
 - c. N. Srinivasan - Treasurer, BCCI
 - d. MAK Patodi - Member IPL
 - e. Arun Jaitley - Member IPL
 - f. Chirayu Amin - Member IPL
2. Minutes from 25th February 2008 were approved and confirmed.
3. **IPL 2008 Production Contract with IMG**
The Production Contract with IMG amounting USD\$7.98 million to at the rate of USD\$125000 per match was approved.
4. **Stadium Franchise and Host Venue Agreement**
The Stadium Franchise and Host Venue Agreement was approved subject to modifications by President Elect BCCI Shashank Manohar, and Joint Secretary MP Pandove. It was decided that the Venue Agreement be circulated to all venues for signatures and be returned in 5 days time. It was also resolved that for services to be provided - media communications, support staff, electricity, housekeeping, beautification, back up generators - the franchisees will pay a consolidated amount of INR 50 lakhs inclusive of 10 lakhs agreed upon in the workshop agreed upon in the workshop. This amount would also be inclusive of the preparation of the ground and wickets, practice areas and the maintenance staff for all services etc. All services to be clearly stated in the Venue Agreement. Mr. Pandove along with the Chairmen were asked to finalize the Venue agreement.
5. **IPL Match Schedule 2008**
The match Schedule as presented was approved for Season 1 2008.
6. **IPL Opening Ceremony 15th April 2008 and Closing Ceremony 1st June 2008**
It was unanimously decided that for the Opening Ceremony on the 15th, only the 3 captains from the 8 teams were to be present and after the ceremony was complete, arrangements would be made for them to be sent back to their respective venues on the same evening. It was further decided that IPL would bear 50% of the costs of both Ceremonies and in exchange receive additional seats for the respective matches going forward.
7. **Finalization and Approval of the IPL Report For the BCCI Special General Meeting**
The report was circulated to the members of the Governing Council and the draft report was approved subject to the incorporation of the decision of today's meeting of the GC.
8. **Confirmation on the Hiring of Star Commentators**

3rd April 2008 IPL Governing Council Minutes

CHAIRMAN'S
INITIAL

Mr. Lalit Modi explained the hiring of Ravi Shastri and Sunil Gavaskar after the expiry of their contract with ESS. The arrangement outlined by the Chairman was approved by the Governing Council and the Chairman was authorized to enter into contract with the commentators on the terms discussed.

9. IPL PR Strategy

The Affactors PR strategy was approved subject to a decision that the PR agency would now concentrate on venue centric publicity.

10. South African Player Issue

The proposal outlined by the Chairman regarding the SA players was approved and the Chairman was authorized to finalize the financial arrangement as per the discussion in the meeting.

11. Player Related Issues – Shoaib Akhtar

The Shoaib Akhtar case was discussed and it was decided that he should not be eligible to play so long as the ban imposed on him by the Pakistan Cricket Board is stayed/suspended, repealed during the course of the appellate process.

12. Franchisee Related Issues & Mumbai Franchisee Request

The additional cost in respect of the Mumbai Franchisee playing at 2 venues amounting to USD\$510,000 was approved. It was decided that the cost would be borne by the Mumbai franchisee.

13. IPL Official Photographer Policy for Syndication

The proposal outlined by Sundar Raman was approved. In short, the proposal referred to copyright regarding all photos of IPL vesting in IPL and reverting back in the case of newspapers and agencies in 24 hours. It was also resolved to authorize expenditure of USD\$60000 per year to official photographers of which 50% was to be paid by web portal licensee per annum.

14. IPL Sponsorship/ Partnership Proposals

Various sponsorship proposals relating to the sale of instadia rights, associate sponsorships had been signed. The list as follows was approved:

- IPL Title Sponsor – DLF at a total of USD\$50 million over 5 years.
- Associate Sponsor – Hero Honda at USD\$22.5 million over 5 years.
- Official Pouring Partner – PepsiCo at USD\$12.5 million over 5 years. (100% revenues to be split across the franchisees)
- Official Umpires Partner – Kingfisher at USD\$26.5 over 5 years.
- Official Hotel Partner – ITC at 60% discount for the first year.
- Official Airline Partner – Kingfisher at 50% discount plus customized routing and charters.
- MCC Spirit of Cricket – MCC and IPL entered into a partnership of understanding to promote the MCC spirit of cricket using DLF IPL as a platform.

15. IPL Draft Match Schedule 2009

A brief draft was presented and it was decided to enter into bilateral agreements with all full members incorporating the draft schedule as part of the agreement.

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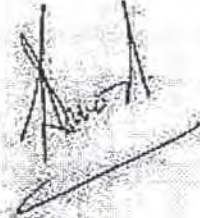
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Following contracts were approved and ratified by the GC:

- 16. Any other items by permission of the chair:
- Confirmations of Ratifications pertaining to IPL
- Web Portal Agreement for BCCI IPL is at USDS 50 million Minimum Guarantee over 10 years or 50% share of revenue, the greater of the two.
- Contract with COO, Sundar Raman
- Contract with Dinraj Malhotra
- Confirmation of Radhika Moolraj as Special Assistant to The Chairman and Commissioner IPL.



3rd April 2008 IPL Governing Council Minutes

CHAIRMAN'S INITIALS



Annexure F

REPORT OF THE WORKING COMMITTEE MEETING OF THE BCCI HELD ON THURSDAY THE 13TH SEPTEMBER 2007 AT HOTEL TAJ PALACE, NEW DELHI AT 11.00 A.M.

The following members attended the meeting

- Sheraz Pataur
- Shabhanik Monshar
- Lali Kumar Modi
- Chirayu Amin
- Rajiv Shukla
- Niranjan Shah
- M.P. Pandey
- N. Shivaran
- C.X. Khanna
- K.S. Vijayarathnam
- Praoun Mukherjee
- Dilip Vengsarakar
- Chetan Dasal
- Bikas Baruah
- Dr. B. Sora
- I.S. Barua
- Sankar Dasgupta
- Naranjan Amin
- Shridhar Phatak
- Saleem Khan
- Ranbir Singh Mehendra
- Arunag Trakur
- G.Vinod
- T.C. Madhav
- V. Chamarudeshwaramath
- Anilabh Chowdhary
- K.P. Kalaria
- G.C. Vasudeo
- Ajay Shikha
- President, BCCI Chairman
- Vice President, BCCI
- Vice President, BCCI
- Vice President, BCCI
- Hon'y Secretary, BCCI
- Hon'y Jt. Secretary, BCCI
- Hon'y Treasurer, BCCI
- Delhi & District Cricket Association
- Tamil Nadu Cricket Association
- The Cricket Association of Bengal
- Mumbai Cricket Association
- Goa Cricket Association
- Assam Cricket Association
- Rajasthan Cricket Association
- Punjab Cricket Association
- Karnataka State Cricket Association
- Gujarat Cricket Association
- Vidarbha Cricket Association
- Jammu & Kashmir Cricket Association
- Special Invitee
- Haryana Cricket Association
- Special Invitee
- Himachal Pradesh Cricket Association
- Special Invitee
- Hyderabad Cricket Association
- Special Invitee
- Kerala Cricket Association
- Special Invitee
- Andhra Cricket Association
- Special Invitee
- Jharkhand State Cricket Association
- Special Invitee
- National Cricket Club - Special Invitee
- The Cricket Club of India
- Special Invitee
- Maharashtra Cricket Association
- Special Invitee

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- Bhanit Shah
- Sanjay Jagdale
- K.C. Jena
- Arun Jaloty
- Raj Singh Durgapur
- P.S. Turpanag
- Shubhang Kulkarni

The Chairman welcomed the members particularly Mr. S. Phatak and Mr. S.M. Wasley, who were attending the meeting for the first time. He congratulated Mr. Wadhyar on his election as the President of Karnataka State Cricket Association.

The Chairman informed the members that the Board had taken a historic decision to launch the Indian Premier League and this step would have its primary objective only on Indian Cricket to favour the emerging world.

The Chairman further informed the members that Mr. Ray, Mall, President, International Cricket Council was in town and he had invited Mr. Mall to meet the members of the Working Committee.

The Chairman welcomed Mr. Ray Mall and requested him to facilitate Indian Women Cricketers, Mr. Jhulan Goavami (ICC Player of the Year) and Ms. Anjum Chopra (Recipient of Arjuna Award) on behalf of the Board. The Chairman then requested Mr. Mall to address the members of the Working Committee.

Mr. Ray Mall thanked Mr. Sheraz Pataur for the invitation extended to him and for giving him an opportunity to speak to the distinguished Working Committee members of the Board. Mr. Mall praised the BCCI for the taking a leading part in World Cricket and highlighted the positive contributions made by Mr. Sheraz Pataur, President of BCCI in this regard. He expressed joy at the fact that BCCI was starting a domestic Twenty20 league followed by an international league, which could help the different Boards in the World to remain united for the cause of cricket. He conveyed his best wishes to the Indian Board for the league and requested all those connected with cricket to support BCCI in their venture.

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The Chairman thanked Mr. Mall for his address and assured him that the BCCI would extend all support to the ICC in its efforts to globalize cricket, particularly to develop and popularize the game of cricket in the smaller member countries of ICC.

The Chairman congratulated Mr. Anjum Chopra and Ms. Jhulan Goswami for their achievements and hoped that their achievements would help BCCI to strengthen Women's Cricket in India.

At the request of Mr. Ray Mehl, Ms. Anjum Chopra and Ms. Jhulan Goswami left the meeting.

The Chairman then informed the members that the meeting of the Working Committee had been called to brief them about the proposed Twenty20 League to be called Indian Premier League. He further informed the members that Mr. Lalit Modi, Vice-President, BCCI had been working on this project since the last years and the signing of the Indian Premier League would actually be a landmark in the history of Indian cricket. He informed the members that he had spoken to the members of the Indian team in England and they appreciated the fact that Sachin Tendulkar, Rahul Dravid, Suresh Ganguly and V. V. Kohli had agreed to attend the launch of Indian Premier League and to extend full support to the BCCI's new venture.

The Chairman then requested Lalit Modi to brief the members regarding the Indian Premier League.

Mr. Lalit Modi informed the members that Mr. Andrew Willibrod of IMG, who had prepared the project report, was present in the room and he would give a presentation on Indian Premier League.

Mr. Andrew Willibrod then made a detailed presentation to the members highlighting the various issues including the basic structure and financial aspects.

Mr. Lalit Modi informed the members that BCCI was in touch with the authorities of State Boards and their response to the Indian Premier League had been positive. They have assured full support to the League and they would officially make available their current players to join the Indian Premier League. Mr. Lalit Modi further stated that all foreign players desiring to participate in the Indian Premier League will have to obtain a No Objection Certificate from their respective Boards.

The Indian Premier League will be played in the month of April and to start with there would be 8 teams. The franchise model will be adopted as to prevalent in the football leagues. The franchisees will bid for the 8 teams and

pay a certain fee to the BCCI. The Governing Council will regulate all matters relating to franchise bidding, players fees, bidding for players etc.

Each team will have 4 foreign cricketers, 4 cricketers from the Indian contracted players and atleast 4 players who are less than 21 years of age from among the local players. Mr. Modi further informed that further details on formation of teams, venues for the matches would be decided by the Governing Council.

The Chairman then requested Mr. N. Srinivasan to summarize and record the decisions to be taken in connection with the Indian Premier League for the approval of the members.

Mr. Srinivasan pointed out that the Board would set up a Sub-Committee in the form of a Governing Council to deal with all matters pertaining to Indian Premier League.

a) The Governing Council would consist of -

- Mr. Lalit Modi - Chairman
- Mr. L.A.K. Pooresadi
- Mr. Sunil Gavaskar
- Mr. Anil Shastri
- Mr. J.S. Bindra
- Mr. Arun Jaitley
- Mr. Chitreyu Amin
- Mr. Rajeev Shukla

b) The Governing Council would be ex-officio members of the Council. Office Secretary of BCCI would be authorized to engage a Chief Executive Officer and other staff to attend to day to day affairs of Indian Premier League.

c) The Indian Premier League will have a separate Bank Account to be opened by the Treasurer, BCCI, Mr. N. Srinivasan.

d) To start with, an amount of Rs. 50 crores will be advanced to Indian Premier League, which they will reimburse in due course.

e) Indian Premier League will submit a Budget to the BCCI along with details of their activities as has been done by National Cricket Academy.

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f) The Annual Account of Indian Premier League will be integrated in the BCCI Books of Accounts.

g) The Indian Premier League will have its separate office at the Cricket Center, Wankhede Stadium, Mumbai. Mr. Shaaban, Manohar & Mr. N. Srinivasan were authorized to negotiate with Mumbai Cricket Association for the additional office space.

Mr. I. S. Bindra informed the members that Indian Premier League will revolutionize Indian Domestic Cricket.

The members unanimously approved the proposal and all the above decisions.

The following resolution was unanimously passed.

"It is hereby resolved that the Hon'y. Treasurer of BCCI is authorized to open a separate Bank Account in the name of Indian Premier League."

The Chairman placed on record the efforts of Mr. Lalit Modi in making the Indian Premier League a reality.

The meeting ended with a vote of thanks to the Chair.

Shard Pawar
Chairman

Nirajan Shah
Convener

Annexure - C

MINUTES OF THE WORKING COMMITTEE OF THE BOARD HELD ON 22 SEPTEMBER 2008 AT HOTEL TAJ PALACE, NEW DELHI AT 11.30 A.M.

The following members attended the meeting

- | | |
|-----------------------------|---|
| Shri Sharad Bawar | President, BCCI - Chairman |
| Shri Sheelam Manohar | President BCCI, BCCI |
| Shri Lall Modi | Vice President, BCCI |
| Shri Ramesh Shukla | Vice President, BCCI & U.P.C.A. |
| Shri N. Shivrasan | Hon'y. Secretary, BCCI |
| Shri C. K. Khanna | Hon'y. Treasurer, BCCI |
| Shri K.S. Viswanathan | Deshi & District C.A. |
| Shri Pravin Mukherjee | Tamil Nadu C.A. |
| Shri Dip Vengalakar | The Cricket Association of Bengal |
| Prof. D.N. Dhanoo | Mumbai C.A. |
| Shri T.C. Mathew | Association of Indian Universities |
| Shri Ajay Shrivastava | Kerala C.A. |
| Shri Rajesh Yadav | Railway Sports Promotion Board |
| Shri L.S. Bindra | Punjab C.A. |
| Shri S.D.N.R. Wadiyar | Karnataka State C.A. |
| Shri Narmad Anil | Gujarat C.A. |
| Shri W.D. Chitale | Vadurba C.A. |
| Wing Commander Ashok Bajpai | Services Sports Control Board |
| Shri Salim Khan | Special Invitee |
| Shri Anurag Chaudhary | J & K C.A. - Special Invitee |
| Shri Anurag Thakur | Haryana C.A. - Special Invitee |
| Shri D. S. Chiplak | Himachal Pradesh C.A. - Special Invitee |
| Shri V. Chaturvedi | Andhra C.A. - Special Invitee |
| Shri Chetan Desai | Goa C.A. - Special Invitee |
| Shri Anil Chaudhary | Jharkhand State C.A. - Special Invitee |
| Shri Ranjib Biswas | Orissa C.A. - Special Invitee |
| Shri Raj Singh Durgapuri | Cricket Club of India - Special Invitee |
| Shri Sanjay Patel | Bareilly C.A. - Special Invitee |
| Shri Bharat Shah | Saurashtra C.A. - Special Invitee |
| Shri Sanjay Jagdale | Madhya Pradesh C.A. - Special Invitee |
| Shri Subhash Joshi | Rajasthan C.A. - Special Invitee |
| Ms. Shubhangi Kulkarni | Women's Cricket - Special Invitee |
| Mr. Sunder Kamari | Indian Premier League - Special Invitee |

Leave of absence was granted to Mr. Chirayu Amin, Mr. Dayanand Narayan and Mr. M.P. Paritove.

Item No. 15 Any other business

- (a) Prof. Shetye informed the members that we are required to nominate players for various Govt. of India Awards like Rajiv Gandhi Khel Ratan, Padma Shri etc. The Officer Bawars were authorized to do the needful and report.
- (b) Mr. D.B. Yangavkar enquired about the plans for "A" team tour and advised that our boys should be exposed to the conditions in England, Australia, New Zealand and South Africa.
- Prof. Shetye suggested that BCCI should discuss with respective Boards about the participation in their domestic tournaments apart from regular reciprocal tours.
- Mr. Srivastava supported this view and Hon'y. Secretary was asked to take steps in this direction.
- (c) Prof. R.S. Shetye reported that the Board had in principle accepted the tie up with Cricket Australia for the Umpires' Training Programme for a 8 year period and the programme and financial terms are being finalized.

The meeting ended with a vote of thanks to the Chair.

Hon'y. Secretary
Chairman

The Chairman called the meeting to order and welcomed the members particularly Wing Commander Ashok Bajpai, Mr. D. S. Chhabra and Mr. Sunder Rainin, who were attending the meeting for the first time.

The members observed two minutes silence to condole the death of Late Dr. Ram Babu Gupta, former Test Umpire and Hon. Treasurer of CCCA who passed away recently.

The Chairman complimented Mr. Lalk Modi and his team for the successful conduct of the Indian Premier League. The Chairman also informed the members that Business Standard had nominated BCCI for most innovative organization of the year award.

The Chairman informed the members that the Board's priority to Women's Cricket in the last one year was yielding good results. The Women's team won the Asia Cup recently at Sri Lanka and each of the members were given a cash incentive of Rs. 5.0 lakhs. He congratulated Ms. Mihal Raj for compiling 3000 runs in One Day Internationals and Ms. Julian Goswami for taking 100 wickets in ODIs. The Women's team is scheduled to tour England and Australia and will also participate in the ICC Women's World Cup to be played in Australia in March 2009 and the ICC Twenty20 World Cup at England in June 2009.

The Men's team under M.S. Dhoni is performing very well, unfortunately they lost in the Final to Pakistan in the T-20 series played at Bangladesh. The Chairman conveyed best wishes to Dhoni and his boys who were leaving for Pakistan to play in the Asia Cup.

The Chairman further informed the members that Board was sending India A team to Australia to participate in Emerging Player Tournament which India A team is to travel in July 2009.

The Chairman informed the members that BCCI had tied up with Ministry of Youth Affairs & Sports, Government of India with each one of them contributing Rs. 25 crores towards BCCI-NSDP-Elite Sports Talent Fund, which will provide financial and professional support to medal winning prospects in Archery, Boxing, Judo, Swimming and Wrestling. The fund will be used to help the athletes to participate in international meets, purchase good equipment, training under good coaches in order to prepare them for Olympics at Beijing and the same will continue for next three years upto Commonwealth Youth Games.

The Chairman further informed the members that the Board will be providing cricket equipments worth US\$ 50,000 to China as a part of our commitment to develop cricket in Asia.

The Chairman extended an invitation to all members to attend a Test Exhibition function to honour the 1983 World Cup team being organized by the Board on 17th this evening.

As the agenda was finalized, it was suggested by the Chairman that requested Mr. N. Srinivasan to take up the agenda items.

Item 1 Approve the minutes of the Working Committee meeting held on 25th March 2008.

The minutes were approved.

Item 2 Action taken report

The action taken report circulated to members was noted

Item 3 Presentation of the proposal for World Test Championship for consideration of the members

Members suggested that this presentation be taken at the end.

Item 4 Approve the report of NCA Committee meeting held on 28th March 2008 at Cricket Centre, Mumbai

The report was adopted.

Item 5 Approve the report of Tour, Programmes and Fixtures Committee meeting held on 29th April 2008 at Pune

The report was adopted.

Item 6 Approve the report of the Umpires Committee meeting held on 5th July 2008 at Cricket Centre, Mumbai

The report was adopted.

Item 7 Report of the Curators Annual Seminar held at Rajkot on 8th and 9th June 2008.

The report was noted.

Item 8 Report on the meeting for development of Women's Cricket held on 10th June 2008 at Cricket Centre, Mumbai

The report was noted.

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Mr. Chennudasswami pointed out that during Women's Commission meeting Mr. Stanley Salidama, Manager-Game Development, had questioned the Selection Committee about the selection of Women's team.

Mr. Bindra took a strong view of this and stated that there was no question about any discussion on selection matters.

Mr. Shashank Menohar agreed with Mr. Bindra and informed the members that he had chaired the meeting and had told Mr. Salidama that he should not question the decision of the Selection Committee.

Item 9 Report of the Disciplinary Commission meeting held on 11th May 2000 at Cricket Centre, Mumbai

The report noted:

Item 10 Any other business with the permission of the Chair

Prof. R. S. Shetty informed the members that for Australia's tour to India, a Test match has been allotted to Delhi & District Cricket Association and that they were having some problems in staging the Test match. Mr. C.K. Khanna informed the members that, as the Test match starts on Diwali day and the next day is Vasuhkaram and it would be difficult to get labour on that day, Prof. Shetty informed the members that BCCI had tried to swap the Test match with other venues but none of them had agreed to do so.

Mr. Nishant Shah pointed out that DCCA must decide at the earliest if they were going to stage the match or not.

After a brief discussion, Mr. C.K. Khanna assured the house that DCCA would host the Test Match as scheduled.

Mr. Shashank Menohar informed the members that Mumbai Cricket Association has agreed to give the entire 4th floor to BCCI to house the Archives and IPL office. BCCI would pay Rs. 150 crores. Hon'y. Secretary was authorized to sign the necessary documents on the same terms as last year and 2nd floor.

Mr. Rajesh Yadav informed the members that Railway Sports Promotion Board (RSPB) is constructing an International Stadium for cricket in Orissa for which RSPB needs Board's help to complete the same. Prof. Shetty informed the members that the Board had agreed in principle to help RSPB and BCCB in infrastructure development and therefore we can look at the proposal of RSPB. Prof. Shetty further added that Tripartite Agreement be entered between BCCI, RSPB and Orissa Cricket Association and RSPB should also be undertaking that the ground would be used only at stage BCCI matches.

Mr. N. Sivaraman informed the members that in a recent circular to State Associations regarding examination for umpires, the eligibility age has been fixed to be less than 40 years. Mr. Shivastava proposed to increase the age to 45 years.

Members unanimously agreed with this proposal.

Prof. Shetty informed the members that the Coaches Workshop organized by the Board was successfully conducted and there has been a marked improvement in the ground & pitches in domestic tournaments. Prof. Shetty pointed out that there was a need for State Associations to appoint qualified curators. He also proposed that BCCI should fix basic pay structure for qualified curators and ground staff. Mr. Nishant Shah informed the members about the proposal to start certificate course for curators to bring about uniformity and that he had asked the members of the Ground and Pitches Committee to put up a proposal including syllabus.

Prof. Shetty brought to the notice of the members that the regulations for Players, Team Officials, Managers, Umpires and Administrators were finalized at the Working Committee meeting of the Board held on 20th August 2000. A number of changes have taken place in the ICC Code of Conduct, particularly connected with penalties for Anti-Racism, Anti Doping, use of abusive language etc., hence the BCCI regulations need to be updated. He requested the President to form a Committee to look into the existing Regulations and incorporate necessary changes.

Mr. N. Shivastava informed the members that the following Indian Officials had been appointed for ICC Commitments

Dr. Anant Joshi Member of the ICC Medical Commission
Mr. S. Venkateswaraiah Member of the Panel for Selection of Umpires on ICC Panel
Mr. A.V. Jayaramiah Manager - Umpires in Asian Region

Prof. Shetty informed the members regarding the Umpires Training Programme, which was put up by the last Working Committee meeting. The BCCI and Cricket Australia would enter into an agreement for the Umpires Training Programme for a three year period. The same has been finalized with Cricket Australia. He said that we do not have a proper structure. Today, almost 75% of the 105 Umpires belong to TNCA, KSCA and Mumbai CA where there is regular training of Umpires at the local level and the candidates who appear for the Board Examination get trained properly. BCCI had been negotiating with Cricket Australia three to six months over the issue and Mr. S. Bindra also had talks with Cricket Australia officials in this regard. We have now finalized the

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negotiations with Cricket Australia for a budget of \$100,000 US dollars per year for a period of 3 years. The cost includes resource persons, printing materials, CD-ROMs etc. BCCI will be authorized to make copies of these materials for educational purposes without any additional fees.

The members approved this proposal.

Some members desired to know whether Board will give amnesty to players who have joined ICL, if they resign and want to come back to BCCI. Mr. Shrinivasan and Mr. Lalit Modi supported by Mr. Bindra did not agree to give amnesty to these players by joining ICL. Mr. Bindra had created lots of problems to the State Associations. After discussion, it was decided not to give any amnesty to players who have joined ICL.

Mr. Lalit Modi made a presentation on the recently concluded Indian Premier League Tournament, which he described as the greatest sporting and entertainment venture ever undertaken in India, the greatest contribution of world class talent. The sport of cricket has ever seen at domestic level, the biggest and best domestic T20 cricket tournament in the world, a dynamic and modern brand, properly that has captivated cricket fans and brought a new audience demographic to the sport, opportunities for international cricketers from different countries to play together on the same team and opportunities for young players to learn the ways of the game from their more experienced counterparts.

The hard copies of the presentation were given to all the members.

Mr. Modi gave another presentation on Champions League T20 proposed to be played in India in Sep-Oct 2008. He proposed the following format for the Champions League

Short, intense competition - 16 matches in total

3 teams will take part in a straight knock-out - teams will play a maximum of 6 matches each

Played over 6-10 days in early Oct 2008

Played at 3 Venues

Games take place 4pm - 7 pm and begin - 11 pm

Mr. Modi informed the members that 2 teams from India, Australia, South Africa and England who are the finalists of their T20 tournament will be invited. Pakistan has requested that they may also be included. Mr. Bindra was of the view that as far as ECB was concerned we should make it very clear to them that no ICL player will be allowed to represent their team, in case they do not agree then we should not include teams from ECB and in their place Pakistan should be invited.

Hard copies of the presentation were presented to all the members.

This proposal was unanimously agreed by the members and Mr. Lalit Modi was authorized to take necessary steps with regard to the Champions League including finalizing the terms and reporting to the Committee at its next meeting.

Some members raised the issue of tickets for the IPL to the Associations as per the Board's policy. Mr. Modi informed the members that this was not possible as the franchisees are required to give only 20% tickets to BCCI. After deliberations the Chairman requested Mr. Modi to look into the matter and find a suitable solution.

Mr. Ajay Shinde proposed that the Board may review the policy of allowing only 3 best players per team in the domestic tournaments. As this was a subject to be examined by the Technical Committee, the Hon. Secretary was asked to fix a date for Technical Committee meeting to discuss the issue.

Mr. Anurag Thakur was congratulated for being elected as Member of Parliament.

Item 3 Presentation of the proposal for World Test Championship

Mr. Bindra introduced Mr. Rishan Sajidan from Boston Consultancy Group who made a presentation on the proposal for World Test Championship.

Mr. Shrinivasan stated that although the proposal sounds good, it will need a detailed study on how it would impact Indian Cricket both in terms of T20 and revenue generation.

The Chairman requested the Hon. Secretary to circulate a copy to members who could study the same and thereafter it will be taken up for discussion in the next meeting.

The meeting ended with a vote of thanks to the Chair.

CHAIRMAN

HONORARY SECRETARY

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Finance Committee Meeting
25th March 2008

Further it was decided to recover the cost of the Ground equipments provided by BCCI to the State Associations from their T V Subsidy payable to the association rather than adjusting in their Infrastructure subsidies.

Item No. 4 - To take note of bonus paid to the members of victorious Twenty/20 World Cup team

Finance Committee took note of the bonus paid to the victorious Twenty/20 World Cup team to the tune of USD \$ 1.00 Million and Rs. 15 Lakhs each to the support staff of the team. Finance Committee also noted the additional bonus of Rs. 1 Crore to Mr. Yuvraj Singh.

Item No. 5 - To take note of Invoices raised to M/s Sahara and M/s Nike for Twenty/20 World Cup

Finance Committee took note of the invoices raised for Twenty/20 matches at following rates:

Sahara	-	Rs. 1,56,68,250 per Twenty/20 match
Nike	-	Rs. 33,75,000 per Twenty/20 match

Item No. 6 - To take note of amounts received from M/s Nimbus Sports for India - South Africa and India - Sri Lanka Series during 2005-06.

Finance Committee took note of the amount recovered from M/s Nimbus Sports to the tune of USD 680,982/- for the India - South Africa and India - Sri Lanka series which was played during 2005-06.

Item No. 7 - To take note of Gross Revenue share payable to International Cricketers and Write back of Provision thereof

Finance Committee approved the write back of Rs. 24,84,69,195 from Gross revenue share payable to International Cricketers.

Item no. 8 - To note and ratify the release of Medical Beneficent for various former cricketers /umpires and Medical Aid to current players

Finance Committee ratified the Medical Beneficent Fund of Rs. 50,000 released to Mr. Nandan Bezbaruah on 21.08.07 as per approval of President, BCCI.

Finance Committee ratified the Medical Benevolent Fund of Rs.4,56,792
for the year 2007-08. Mr. Manik More on 01.11.07 as per approval of President.

Finance Committee ratified the Medical Benevolent Fund of Rs.1,30,023
for the year 2007-08. Mr. Robert Williams on 26.11.07.

Finance Committee ratified following Medical Aid released to current players -

	Rs.	Paid on
Dr. Anant Joshi	1,500/-	22/05/07
Dr. Anant Joshi	6,925/-	07/06/07
Dr. Anant Joshi	20,000/-	10/07/07
Dr. Anant Joshi	77,000/-	18/09/07
Dr. Anant Joshi	24,000/-	26/07/07 & 19/09/07

Amount of Rs. 1,00,000/- has been paid to Dr. Anant Joshi for
medical treatment. Similar to be claimed from Oriental Insurance

Finance Committee ratified towards India U-19 Tour to Sri
Lanka, Zimbabwe and Kenya and South Africa 'A' tour to

Finance Committee ratified for players and officials for the
tour. Rs. 25,000/- per person. However 3
players and 2 officials and 2 players
and 2 officials. Finance Committee noted
that only one leg of

Finance Committee ratified for players and
officials. Rs. 25,000/- per person.
and players went for the
tour. Rs. 25,000/- to the players

Finance Committee ratified for South Africa 'A'
tour. Similar to the

practice above, it was decided to pay Rs. 0.75 Lakhs to the members who have participated in only one leg of the tour.

Item No. 10 - To take note of new appointments at BCCI Headquarters at Mumbai and revision of pay scale to the existing employees.

Finance Committee took note of the following new appointments at BCCI Headquarters. Finance Committee also approved the revision of salary to existing employees with effect from August 2007.

BCCI - Headquarters				
New Appointments				
	Name	Designation	Existing	Revised
1	Stanley Saldanha	Manager Development Games	Rs. 7.00 Lakhs (Per Annum)	W.e.f. December 2007
2	S V Nayak	Manager Organisation Games	Rs. 4.00 Lakhs (Per Annum)	July 2007
3	Deepak Shrivastava (at Hon. Jc. Secretary's Office, Mohali)	Manager Operations Cricket	Rs. 5.5 Lakhs (Per Annum)	October 2007
4	Akhila Kausik	Legal Consultant (Retainer)	Rs. 40,000 (Per Month)	October 2007
5	Devendra Prabhu Desai	Manager - Media and Corporate Affairs	Rs. 6.00 Lakhs (Per Annum)	December 2007
	Name	Designation	Existing	Revised
			PM	PM
1	Dalpat Vadolkar	Asst. Mgr. Game Org.	16200	24300
2	Marvin D'Souza	Exec. Coordination	13000	19500
3	Mohini Deshpande	Exec. Accounts (Scrutiny)	12500	19000
4	Vikas Pandit	Exec. Game Dev.	12000	18000
5	Sitaram Pande	Off. Asst.	10150	15150
6	Sunil Telge	Off. Asst.	9100	13600
7	Santhosh Sangwekar	Off. Asst.	7300	10000
8	Manavsinh Bist	Driver		7000
9	Jagdish Kumar Seth	Asst. Mgr. Game Dev.	13000	18500
10	B. Laxman	Exec. Accounts (Scrutiny)	10300	15000
11	Prakash Sant	Offr. Ump n Ref	10000	13000
12	Nilesh Dhulaji	Offr. Accts (Gen)	8000	12000

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Finance Committee Meeting
25th March 2008

	8000	12000
Office Attendant	8000	12000
Office Attendant (Semi)	8000	12000

	Existing Salary	Revised Salary
	PM	PM
	8000	12000
	3000	4500
	1500	2250
	1200	1800
	750	1150
	750	1150
	500	750
	250	375

	Existing Salary	Revised Salary
	PM	PM
	15000	25000
	10000	15000
	7500	11000
	6000	9000
	4000	6000
	3000	5000
	2500	4000

Assistant Chief

- Rs. 10 Lak
- Rs. 2.50 L
- Rs. 2.50 L
- Rs. 2.50 L
- Rs. 1.00 L

Finance Committee Meeting
25th March 2008

Finance Committee noted the bonus of Rs. 5.00 lakhs each approved by President, BCCI for the Players of the Indian team, Cricket manager, Bowling Coach and Fielding coach that won the Test series in England and Rs. 2.00 lakhs each as bonus for the other Support staff who were with the team for the Test tour.

Finance Committee further approved the following

For the concluded Twenty / 20 World cup, the following officials went with the Indian Team. It was decided to pay the following to them:

		Rs. in Lakhs
Mr. Lalchand Rajput	Cricketer Manager	5.00
Mr. Sunil Dev	Administrative Manger	3.50
Mr. Russell Radhakrishnan	Travel Assistant	2.50
Mr. Ramesh Mane	Masseur	2.00

For the India - Australia series and India - Pakistan series, it was decided to pay the following tour fees

Australia Series		
		Rs. in Lakhs
Mr. Lalchand Rajput	Cricketer Manager	5.00
Mr. Russell Radhakrishnan	Travel Assistant	2.50
Mr. Ramesh Mane	Masseur	2.00
Capt. Sushil Kapoor	Co-Ordinator (Australia)	2.50

Pakistan Series		
		Rs. in Lakhs
Mr. Lalchand Rajput	Cricketer Manager	7.00
Mr. Russell Radhakrishnan	Travel Assistant	4.50
Mr. Ramesh Mane	Masseur	3.00
Mr. Rufus Rocky	Co-ordinator (Pakistan)	4.50

Item No. 12 - To take note of T.V Subsidy amounts paid to Associations

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Finance Committee Meeting
25th March 2006

Finance Committee noted the release of balance TV Subsidy which were paid to the following Associations for the year 2005-07 after adjusting the Advance amount already paid

- Associations:
- Hyderabad Cricket Association
 - Haryana Cricket Association
 - Tamil Nadu Cricket Association
 - Gujarat Cricket Association
 - Punjab Cricket Association
 - Vidharbha Cricket Association
 - Andhra Cricket Association
 - Jammu & Kashmir Cricket Association
 - Saurashtra Cricket Association
 - IPJ Kashmir Cricket Association

Finance Committee noted the balance TV Subsidy for the year 2005-06 which were as follows following Associations after adjusting the Advance amount

Associations
Hyderabad
Haryana
Tamil Nadu
Gujarat
Punjab
Vidharbha
Andhra
Jammu & Kashmir
Saurashtra
IPJ Kashmir

Finance Committee decided that the TV Subsidy paid as follows:

Associations	Amount (Rs.)
Hyderabad	12000000
Haryana	12000000
Tamil Nadu	12000000
Gujarat	12000000
Punjab	12000000
Vidharbha	12000000
Andhra	12000000
Jammu & Kashmir	12000000
Saurashtra	12000000
IPJ Kashmir	12000000

Finance Committee decided that the balance TV Subsidy of Rs.10 crores to be paid to EDCA of Rs.10 crores of the year 2005-06.

Finance Committee decided that the TV Subsidy matters / Service Tax matters

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Finance Committee Meeting
25th March 2008

Finance Committee noted the report on Income Tax / Service tax matters. Hon. Treasurer informed the members that an amount of Rs. 8.31 Crores has been received as refund from Income tax department today for the assessment year 2006-07.

He further informed the members that the assessment for the year 2005-06 has been completed by the Income Tax department accepting the claim of the Board for exemption Under Section 11 and the demand is NIL. He also informed that this was the third consecutive year wherein Department has allowed the exemption under section 11. He further informed the members that an amount of Rs. 3.00 Crores has been received today from Service Tax.

Hon. Treasurer asked the Tax Consultant to brief the committee on the status of Income Tax cases on PILCOM. Thereafter, the tax consultant while briefing the committee that PILCOM and INDCOM had won in the tribunal the appeals with regards to taxability of the guarantee money / prize monies received by foreign boards / foreign players in the hands of PILCOM as agent of foreign boards / foreign players. He also informed the department may file an appeal in the High Court of Kolkata. At this point the Treasurer enquired whether the other appeal with regard to Assessment of PILCOM as AOP was still pending and if so at what stage. To this the consultant informed the members that the matter is pending with High Court of Kolkata and in case the decision of the High Court is against PILCOM, the tax liability would be in the range of Rs. 100 Crores excluding Interest and Penalty. Hon. Treasurer then suggested that the BCCI needs to set apart funds for possible liability of tax of PILCOM if the decision of the HIGH court is against PILCOM. Hon. Treasurer informed to the member that although 50% tax liability of PILCOM is to be recovered from PCB, whether it is legally possible is a matter to be discussed and decided.

Item No. 14 - To take note of Fixed Deposits as on 10th December 2007

Finance Committee noted the status of Fixed Deposits.

Item No. 15 - To consider and approve the bill raised by M/s Accenture

Finance Committee after deliberations decided to keep the bill pending and deferred the issue to the next Finance Committee.

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Finance Committee Meeting
25th March 2008

Item No. 16 To approve Write back and Write offs

Finance Committee decided to write off the interest claimed for certain Fixed Deposits as detailed below:

	Rs.
1. 2005-04	
Differential interest in Auto Sweep Fixed Deposits due from	17,98,270
ICICI Bank, Kanpur	14,02,504
Received on 31-08-2005	3,95,766
Balance	17,98,270
2. 2004-05	
Differential interest in Auto Sweep Fixed Deposits due from	21,72,514
ICICI Bank, Kanpur	20,41,765
Received on 20-08-2005 & 23-11-2005	1,30,749
Balance	21,72,514

Finance Committee approved to re-issue the following cheques

Date	Ch. No.	Amount	In Favour of	Towards
			Neelam Mishra	Differential match fees for Buleep & Deodhar Trophy (East Zone) for the year 2001-02
			Neelam Mishra	Differential match fees for Buleep & Deodhar Trophy (North Zone) for the year 2001-02
			Neelam Mishra	Differential match fees for Buleep & Deodhar Trophy (North Zone) for the year 2001-02
			Neelam Mishra	Differential match fees for NKP Silver Trophy for the year 2001-02

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Finance Committee Meeting
25th March 2008

23-Aug-03	950282	2,250.00	Harbhajan Singh	Differential match fees for NKP Salve Trophy for the year 2001-02
23-Aug-03	950265	1,500.00	Mohd, Kaif	Differential match fees for NKP Salve Trophy for the year 2001-02
23-Aug-03	950262	2,250.00	Sarandeep Singh	Differential match fees for NKP Salve Trophy for the year 2001-02
10-Sep-03	453374	5,555.00	Sangram Singh	Duleep Trophy prize money for the year 2002-03

Cricket Associations:

Date	Ch.No	Amount	In Favour of	Towards
9-Jun-03	94892	269,504.00	Maharashtra C.A.	Reimbursement of Ranji Trophy match expenses for the year 2002-03

Finance Committee decided that the following amounts be written off

Others

Date	Ch.No	Amount	In Favour of	Towards
FY 2000-2001	171672	1,150.00	Net Link Trade Channel, Mumbai	
18-Jan-01	976489	243.00	Rajeev Prakash	
25-Sep-02	366647	775.00	Excel Electronic, Mumbai	Repair & Service Charges of BPL Refrigerator (Bill No. 10943) Dated 06/09/02
12-Apr-03	32339	1,696.00	Travel Systems	Air Travelling charges of Mr. U.N.

Finance Committee Meeting
25th March 2008

Sl. No.	Particulars	Amount	Beneficiary	Description
16	148297	400.00	Nirmal Bahari	Bancajoc Charges for sound recordist in connection with press conference held at Kolkata
17	148298	540.00	STV Enterprises	Charges for hiring of equipment in connection with press conference held at Kolkata
18	148299	165.74	Orange, A/C No. 1.01135528	Mobile Bill charges of Mr. Andrew Leipus for the period 07/01/04 to 05/02/04 Dated 07/02/04

Finance Committee decided to write off the interest from sponsors as detailed below:

Sl. No.	Name of the Sponsor	Amount
1	Mr. R. S. Ghosh	100000.00
2	Mr. R. S. Ghosh	100000.00
3	Mr. R. S. Ghosh	100000.00
4	Mr. R. S. Ghosh	100000.00
5	Mr. R. S. Ghosh	100000.00
6	Mr. R. S. Ghosh	100000.00
7	Mr. R. S. Ghosh	100000.00
8	Mr. R. S. Ghosh	100000.00
9	Mr. R. S. Ghosh	100000.00
10	Mr. R. S. Ghosh	100000.00
11	Mr. R. S. Ghosh	100000.00
12	Mr. R. S. Ghosh	100000.00
13	Mr. R. S. Ghosh	100000.00
14	Mr. R. S. Ghosh	100000.00
15	Mr. R. S. Ghosh	100000.00
16	Mr. R. S. Ghosh	100000.00
17	Mr. R. S. Ghosh	100000.00
18	Mr. R. S. Ghosh	100000.00
19	Mr. R. S. Ghosh	100000.00
20	Mr. R. S. Ghosh	100000.00
21	Mr. R. S. Ghosh	100000.00
22	Mr. R. S. Ghosh	100000.00
23	Mr. R. S. Ghosh	100000.00
24	Mr. R. S. Ghosh	100000.00
25	Mr. R. S. Ghosh	100000.00
26	Mr. R. S. Ghosh	100000.00
27	Mr. R. S. Ghosh	100000.00
28	Mr. R. S. Ghosh	100000.00
29	Mr. R. S. Ghosh	100000.00
30	Mr. R. S. Ghosh	100000.00
31	Mr. R. S. Ghosh	100000.00
32	Mr. R. S. Ghosh	100000.00
33	Mr. R. S. Ghosh	100000.00
34	Mr. R. S. Ghosh	100000.00
35	Mr. R. S. Ghosh	100000.00
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37	Mr. R. S. Ghosh	100000.00
38	Mr. R. S. Ghosh	100000.00
39	Mr. R. S. Ghosh	100000.00
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41	Mr. R. S. Ghosh	100000.00
42	Mr. R. S. Ghosh	100000.00
43	Mr. R. S. Ghosh	100000.00
44	Mr. R. S. Ghosh	100000.00
45	Mr. R. S. Ghosh	100000.00
46	Mr. R. S. Ghosh	100000.00
47	Mr. R. S. Ghosh	100000.00
48	Mr. R. S. Ghosh	100000.00
49	Mr. R. S. Ghosh	100000.00
50	Mr. R. S. Ghosh	100000.00

Mr. Dave Whatmore, Director

The conditions for appointing Mr. Dave Whatmore as Director of the National Cricket Academy at a gross salary of USD 19,445 per month net of taxes in India. Finance Committee has approved the appointment of Mr. Dave Whatmore at a gross salary of USD 19,445 for the period...

October 21st 2007 till 30th November 2007. Finance Committee approved accommodation to be given at Bangalore at the cost of Rs. 1,30,000/- per m with a security deposit of Rs. 12,50,000/- and also approved the brokerage the dealer will be Rs. 1,25,000/-

Finance Committee approved the appointment of Mr. Paul Chapman and Close and approved fees as under:

Paul Chapman - USD 75,000 per annum net of taxes in India and school for his daughter, accommodation in Bangalore and local transport.

Paul Close - USD 90,000 per annum net of taxes in India, accommodation Bangalore and local transport.

Item No. 18 - To take note of Contract signed with Mr. Gary Kirsten.

Finance Committee took note of the contract signed with Mr. Gary Kirsten fr 1st March 2008 till 28th February 2010.

Item No. 19 - To approve revised budget of NCA.

Finance Committee approved the revised budget of NCA subject to appointments and revision of salary to administrative staff.

Item No. 20 - To take note of payment received from IMC.

Finance Committee took note of the payment received from IMC to the tune Rs. 5.52 Crores and took note that the entire income will be the income of BC for the current year.

Item No. 21 - To take note of contracts signed with players for IPL.

Finance Committee noted the list of players who have signed the contract with players for IPL and noted the payments released to the players.

Item No. 22 - To take note of reconciliation with Tradewings Ltd.

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Finance Committee Meeting
25th March

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reconciliation with Tradewings Ltd
Finance Committee that an alternate travel agent

discount of 1.5% which was
noted that there will
be a discount of 1.6.05.

agreed with World Sports Group

agreed with World Sport Group
Test Match / OD) Match of
Finance Committee approved
match between India and Australia on 20th

Incurred for Umpire's Solutions

Umpire's Solutions

revision for Meetings that have

Existing	Revised
Rs.	Rs.
55000	10000
2000	10000
2000	7500

bearers will be
regarding TA/DA will

Item No. 26 - To take note of the status of Receivables from sponsors for the year 2007-08

Finance Committee noted the status of receivables from sponsors for the year 2007-08.

Item No. 27 - To consider and approve release of medical benevolent fund to Mr. Mchcr Baba, former First Class Cricketer.

Finance Committee approved to release Rs. 11,67,517/- towards Medical Benevolent Scheme.

Item No. 28 - To take note on MOU with Cricket Australia - Taxation Issues

Finance Committee took note on the opinion of Tax consultant on taxation issues regarding the MOU with Cricket Australia and authorized Hon. Treasurer a suitable person to Australia to sort out the taxation issues.

Item No. 29 - Any other Item

1. Finance Committee approved the release of Rs. 12.00 Lakhs to Mr. T B Srinivasan, former Test Cricketer for his Medical Treatment under Medical Benevolent Scheme.

2. Finance Committee approved the Budget for India's Participation for U-19 World Cup to held at Malaysia.

Budget for India's participation in U-19 World Cup 2008 in Malaysia			
Period of Tour			21 days
Team	14 Players, Coach, Physio, Video Analyst and Manager		19
Expenditure		Rs. Lakhs	Rs. Lakhs
1	Tour Fees - 100000 X 19		19.00
2	Expenses On Selector Travelling 6000 + 10500 X 2	0.33	

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Finance Committee Meeting
25th March 2008

0.70	1.03
	1.00
5.00	
0.25	
2.66	
3.42	
1.70	
3.00	
0.34	
0.20	
0.10	
	15.55
	6.00
	7.00
	1.00
	3.42
	50.00

Conditioning Camp
10000 X 19 X 2
1000 X 19
1000 X 19
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1000 X 19
1000 X 19
1000 X 19

... will be provided by ICC
... participation in

132

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4. Finance Committee approved the awards to be given at BCCI awards function on 16th December 2007.

1.. C K Nayudu Life Time Achievement Award
- NARI CONTRACTOR

Rs. 15.0 lakhs + Trophy + Citation

2.. Felicitation of Cricketers for Personal Milestones / Achievements

- Sachin Tendulkar - 11,000 runs in Tests + 15,000 runs in ODI]
- Rahul Dravid - 10,000 runs in ODI] Only
- Anil Kumble - Over 550 wickets in Tests] Trophy
- Ms. Anju Jain - Arjuna Awardee]
- Ms Anjum Chopra - Arjuna Awardee]

Ms Julian Goswami - ICC Women's Cricketer of the year
Trophy + Cash Award of Rs. 1.0 lakh

3. Domestic Cricket Achievers

M A Chidambaram Award + Cash Rs. 50,000/- each to best Under-15, Under-17, Under-19, Under-22 and Women Cricketer

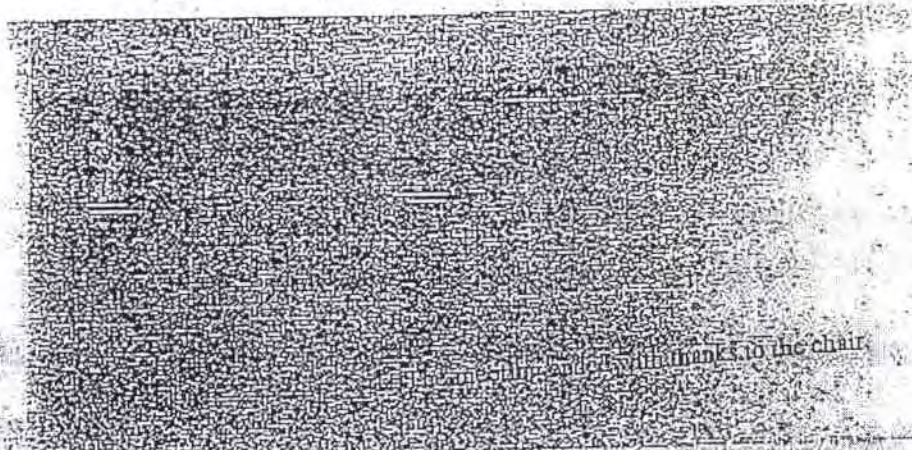
Madhavrao Scindia Award + Cash Rs. 1.0 lakh to

Highest Run Aggregate in - Robin Uthappa
Ranji Trophy (2006-2007)

Highest wicket taker in - Ranadeb Bose
Ranji Trophy (2006-2007)

4. Outstanding Performance in International Cricket (Senior)
- Polly Umrigar Award + Rs. 5.0 lakhs

5. Association with best performance in Domestic Cricket in 2006-2007 - Mumbai Cricket Association



Finance Committee Meeting
25th March 200

...with thanks to the chair

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MINUTES OF THE FINANCE COMMITTEE MEETING OF THE BOARD OF CONTROL FOR CRICKET IN INDIA HELD ON 25th MARCH 2008 AT 11.00 AM AT HOTEL TAJ COROMANDEL, CHENNAI

The following members were present:-

- | | | |
|-----|---|---------------------------------|
| 1. | Shri. Sudhir Nanavati | Chairman |
| 2. | Shri. Samar Kumar Paul | Member |
| 3. | Shri. Dilip Chudgar | Member |
| 4. | Shri. Ravi Savant | Member |
| 5. | Shri. Brijesh Patel | Member |
| 6. | Shri. Suresh Chopra | Member |
| 7. | Shri. Sharad Pawar | Member |
| 8. | Shri. Niranjan Shahi | President |
| 9. | Shri. M P Pandoye | Hon. Secretary |
| 10. | Shri. Shashank Manohar | Hon. Jt. Secretary |
| 11. | Prof. R. S. Shetty | President - Elect |
| 12. | Shri. N. Shivivasan, Hon. Treasurer, BCCI | Chief Admn. Officer
Convener |

Chairman welcomed the members.

Item No. 1 - To approve minutes of the Finance Committee meeting held on 14th December, 2007

Minutes were confirmed.

Item No. 2 - Action Taken Report

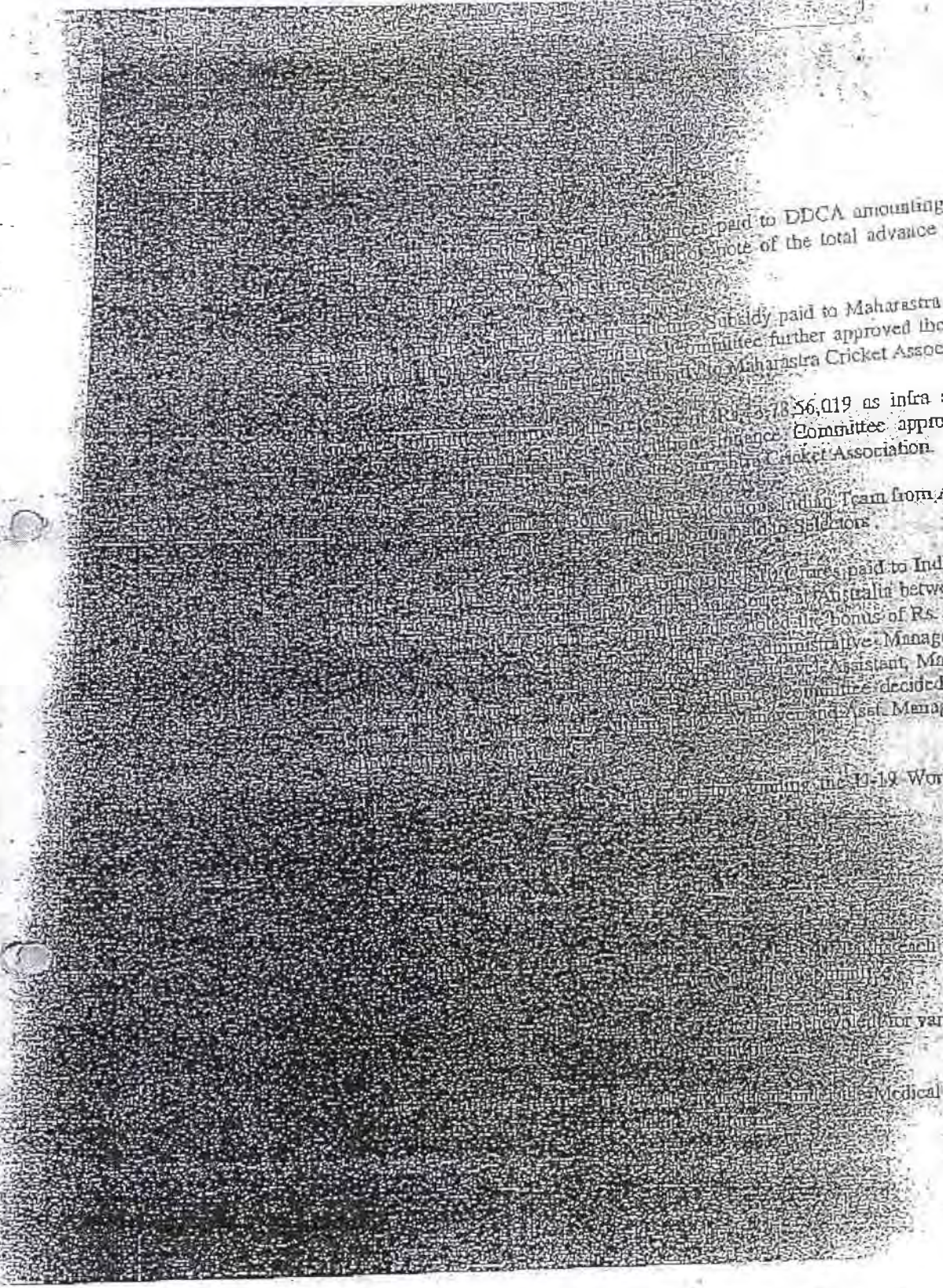
Action taken report was adopted.

Item No. 3: To Consider, Approve and Ratify the Infra Structure Subsidy Claims.

Finance Committee took note of the increase in Infra structure subsidy cap increase from Rs. 25 Crores to 50 Crores. Finance Committee decided to include the cost of Ground Equipment as infra structure subsidy to associations and decided not to recover the same from the associations.

Finance Committee ratified the Infra structure subsidy paid to Vidharba Cricket Association of Rs. 7,02,78,371.

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... paid to DDCA amounting to Rs. ...
... note of the total advance paid to

... Subsidy paid to Maharashtra Cricket
... Committee further approved the release
... Maharashtra Cricket Association

... Rs. 56,019 as infra structure
... Committee approved Rs.
... Cricket Association

... Indian Team from Australia,
... to Selections

... paid to Indian Team
... between India,
... bonus of Rs. 10 Lakhs
... Administrative Manager (ODI),
... Assistant Masseur and
... decided to pay a
... Manager and Asst. Manager for the

... 19-19 World Cup as

... each to 5 Senior

... for various former

... Medical Benevolence

Name	Date	Amount
Mr. V. Raghavendra	22.01.08	53,759
Mrs. Smanda Raghavendra	17.03.08	11,517
Mr. K. Parthasaradhi	12.02.08	55,864
Mr. P. R. Punjabi	15.02.08	26,237
Mr. Narayan Y. Satham	26.02.08	3,00,000

Finance Committee ratified the release of payments under the medical aid to the following current cricketers

Name	Date	Amount
Mr. Munaf Patel	02.01.08 & 02.02.08	84,657
Mr. Sachin Tendulkar	19.01.08	6,500
Mr. Sreesanth	19.01.08	12,500
Mr. Piyush Chawla	27 & 29.11.07	31,027

Item No 6 : To approve tour fees

Finance Committee approved the following tour fees for India tour to Australia.

Name	Designation	Rs. In Lakhs
Mr. Lalchand Rajput	Cricketer Manager	10.00
Mr. Chetan Chauhan	Admin Manager - Test	2.50
Mr. M. V. Sridhar	Asst. Manager - Test	2.00
Dr. Bimal Soni	Admin Manager - ODI	2.50
Mr. Russell Radhakrishnan	Asst. Manager - Travel & Logistics	4.50
Mr. Ramesh Mane	Masscan	3.00

Finance committee approved the release of Rs. 1.00 Lakh as tour fees to each member of the Indian team (Player and support staff) for the concluded Under-19 World Cup.

Item No 7 : To take note of T.V. Subsidy amounts paid to Associations

Finance Committee took note of the release of T.V. Subsidy for the year 2005-06 amounting to Rs. 8.02 Crores to Maharashtra Cricket Association.

...of release of T.V. Subsidy for the year 2006-07 to
...after adjusting advances, if any, paid earlier --

- Association of Bengal
- Association
- Cricket Association
- Cricket Association
- Cricket Association
- Cricket Association
- Cricket Association
- Cricket Association
- Cricket Association

...of T.V. Subsidy Advance to Hyderabad
...amounting to Rs. 8 Crores.

...of T.V. Subsidy advance to T.V. Subsidy
...of their annual accounts approved by their AGM.

...of Rs. 400 Crores as advance to T.V. Subsidy
...who have submitted their Annual

...Income Tax / Service Tax matters

...of the Income Tax / Service Tax matters.

...on 20th March 2008

...of the

...with Mr. Paddy Upton as
...Coach for the Indian

...February 2010.

...per flight if he flies in

4. A room in Bangalore and DA of Rs. 1000 per day when not with the Indian Team. When on tour with the team in India, and outside of his home base in Bangalore, he will be provided with a double room for himself, his wife and toddler (youngest daughter) to share and an adjoining twin room for his sons, for up to a total of 42 days for the 24 month period of this contract.
5. He will be provided with a Mobile Phone and all the expenses in this regard shall be borne by BCCI to a maximum amount of Rs. 5,000/- per month. If the amount exceeds Rs. 5,000/-, the amount over and above Rs. 5,000/- will be borne by Mr. Paddy Upton.
6. He shall be provided with a laptop computer and satellite internet access at the expense of BCCI.

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Item No. 11: To take note of Media Rights contract for IPL Matches with M/s. MSM Satellite and M/s World Sports Group

Finance Committee took note of the Media rights contract for IPL matches with M/s MSM Satellite and M/s World Sports Group at the following terms

The contract with M/s MSM Satellite is for 5 years from 2008-2012. The right fees are as follows:

- For the year 2008 - Rs. 220,00,00,000/-
- For the year 2009 - Rs. 180,00,00,000/- as base amount and additional Rs. 40,00,00,000/- if the average TAM rating is 5 GRP or above for 2008 season.
- For the year 2010 - Rs. 176,00,00,000/- as base amount and additional Rs. 44,00,00,000/- if the average TAM rating is 5 GRP or above for 2009 season.
- For the year 2011 - Rs. 172,00,00,000/- as base amount and additional Rs. 48,00,00,000/- if the average TAM rating is 5 GRP or above for 2010 season.
- For the year 2012 - Rs. 172,00,00,000/- as base amount and additional Rs. 52,00,00,000/- if the average TAM rating is 5 GRP or above for 2011 season.

50% of the amount for every year will be payable 30 days before start of the season and 50% of the amount within 60 days after the scheduled date of final match or 30th September, whichever is later.

The Contract with M/s World Sports Group is for 10 years from 2008 - 2017 and the right fees are as follows:

- For the year 2008 - Rs. 16,00,00,000/-
- For the year 2009 - Rs. 20,00,00,000/-
- For the year 2010 - Rs. 24,00,00,000/-
- For the year 2011 - Rs. 28,00,00,000/-

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... will be payable 30 days before start of
 ... September.
 ... sponsorship contract for IPL Matches with N
 ... sponsorship contract for IPL match
 ... 40 Crores per year from 2008-2012.
 ... awarded for IPL matches
 ... contracts. The break up of

ESD in Million Rs.	Rs. Crores for 10 years	Rs. Crores Per year
447.60		44.76
446.40		44.64
42.80		42.80
36.40		36.40
33.60		33.60
30.40		30.40
30.04		30.04
26.80		26.80

The payment terms are: 30% of the Franchisee fee will be paid on or before 2nd January of every year and balance 70% will be paid on or before start of the tournament.

Revenue will be shared between the Franchisee in the following model:

Central Revenue	Franchisee Share	IPL share	League standing / prize Money
Media Rights	72%	20%	8%
Other Sponsorships	54%	40%	6%

After deducting the league expenses, the balance will be shared equally among the 8 franchisees.

Item No 14: To take note of Contribution to National Sports Development Fund

Finance Committee took note of the release of Rs. 15 Crores as a contribution to National Sports Development Fund as a part of helping the other sports. According to the Proposal, BCCI will contribute a sum of Rs.25 Crores to NSDF for a period of three years upfront to the NSDF, which will be matched by equivalent contribution by Ministry of Youth Affairs and Sports (MYAS). This joint fund of Rs.50 Crores will be deployed to support the promotion of excellence in identified sports disciplines of Archery, Boxing, Judo, Swimming and Wrestling, here India has strong medal prospects. BCCI shall be entitled for Income Tax exemption on the contribution. The copy of the proposal is attached.

PROPOSAL TO THE BOARD OF CONTROL FOR CRICKET IN INDIA (BCCI) FOR CONTRIBUTION TO THE NATIONAL SPORTS DEVELOPMENT FUND

1. INTRODUCTION:

The National Sports Development Fund (NSDF) was set up by the Government of India (GoI) in 1998-'99 primarily with a view to mobilizing financial support from the corporate sector to promote sports in India in general and excellence in sports in particular. GoI contributed the seed capital for the Fund and thereafter has been providing matching contribution by way of budgetary support against contributions received from other sources. The scheme provides for 100 per cent income tax exemption on contributions made to the Fund.

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GENERAL TERMS

Contribution to the fund can be made for the promotion of sports in general or the donor can assign it for the promotion of:

• specific sports disciplines, and/or
• individual sports persons for achieving excellence at the national and international level.

Some of the common applications of the NSDF include providing for extra competition exposure and training within and outside the country, to elite performing athletes who are definite medal prospects in major international events, providing personal consumables and equipment support to elite athletes, and providing specialized sports medical, nutritional, supplements and technical and scientific support to elite athletes.

Donors can also make financial contribution for specific sports infrastructure projects including sports academies of excellence, and sports training centres. The execution and management of such projects need to be structured with the help of a Special Purpose Vehicle (SPV) specifically constituted for this purpose in the name of donor and absolute control of the Ministry will be on the board of directors. However, the representatives from the State Government, National Sports Federation concerned, experts, and donors will be on the board.

Contributions can also be made for the conduct of specific tournaments and international tournaments.

The NSDF will also be involved in the identification and nurturing of sports talents, and will provide support to identified talents and athletes that are showing excellence in sports; and will also be involved in joint or collaborative with the State Government, National Sports Federation, and other national sports organizations in the promotion of sports and human resources development.

The NSDF will be managed by the Ministry of Sports, Youth and Recreation with the assistance of the National Sports Federation, government officials, and other stakeholders. The NSDF will be managed by the NSDF Board of Directors, which will be drawn up by the Ministry of Sports, Youth and Recreation. The NSDF will be funded by the Government of Malaysia and other sources. The NSDF will be responsible for the achievement of NSDF objectives.

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- i. a Governing Council under the chairpersonship of the Union Minister of Youth Affairs and Sports for management and administration of NSDF
 - ii. an Executive Committee under the chairpersonship of the Union Secretary of Youth Affairs and Sports to carry out day to day working of NSDF
 - iii. to give matching grant to any contribution received from any entity in furtherance of any of the objectives of NSDF.
 - iv. Framing of procedures for smooth-effective conduct of business.
 - v. The scheme permits tailor-made solutions by allowing full flexibility in the implementation of the scheme.

Since the establishment of NSDF, funds have been judiciously deployed to individual sportspersons and organization(s) achieving a considerable measure of success in promoting excellence in sports at the international level. In keeping with the new policy thrust of the Ministry of Youth Affairs and Sports (MYAS) on taking a more proactive role in the development and promotion of sports to achieve the objectives set out in the Draft Comprehensive National Sports Policy 2008, it has been proposed that the operation of NSDF should be more focused and fully professionalized with a view to making it one of key instruments to enhance significantly India's performance in international sports through "a holistic and sportsperson centered" approach.

4. PROPOSAL FOR THE CONSIDERATION OF BCCI:

- (i) BCCI will contribute a sum of Rs. 25.00 Crores to NSDF for a period of three years for the development of sports other than cricket and will be entitled to receive income tax exemption on it under sub-section (2) (iii) of Clause (a) of Section 80-G of the Income Tax Act.
- (ii) MYAS will make a matching contribution to the NSDF
- (iii) The joint fund of Rs. 50 Crores will be deployed to support the promotion of excellence in identified sports disciplines where India has strong medal prospects. Archery, Boxing, Judo, Swimming and Wrestling have been identified as the initial focus sports disciplines for this purpose. Archery, Boxing and Wrestling disciplines have been identified on the basis of their consistently good performance at major international events, including Asian Games and Commonwealth Games, in the past few years and their promising prospect at the forthcoming Olympics. India has gained entries in all the three disciplines in Beijing Olympics 2008. Judo and Swimming have been included on the basis of the promising potential to do well in these disciplines at the international level. In addition to the

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- (x) The NSF concerned will be responsible to give prominent publicity to the assistance received under the Fund.
- (xi) The utilization of funds on administration of the project should not exceed 3 per cent of the corpus.
- (xii) The entire budget under this sub-fund will be approved by the BNIC

5. REVIEW:

The performance of the fund will be reviewed jointly at regular intervals and quarterly progress reports will be placed before the General Council and Executive Committee of the NSDF. Need-based augmentation of funds and expansion of scope will be considered by both parties at the time of mid-term review (mid-2009), or even earlier as may be mutually agreed upon by BCCI and MYAS.

Item No. 15: To take note of payment received from M/s Nimbus Communication Ltd.

Members took note of the payment received from M/s Nimbus Communications towards their Second Contract year obligations.

Item No. 16: To take note of Invoices raised to M/s. Sahara and M/s. Nike for the one Twenty/20 Match between India Australia

Members took note of the invoices raised to M/s. Sahara and M/s. Nike for the one Twenty/20 Match between India Australia

Item No. 17: To take note of Advertisement Budget for IPL

Members took note of the advertisement budget of Rs. 49 Crores for IPL. The Break up is as below:

- A) Above the line (ATL) mass media eg. television, print, radio, net etc
- B) Below the line (BTL) media eg. Events, promotions etc
- C) Production and endorsement related to creation of the advertisements
- D) Research

The table below gives the details of costs under each of the above heads.

	Advertising & Promotions(A&P)	Rs Crs
A) ATL		
Television		24.0

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Date	Particulars	Amount
2001-02	Reimbursement of differential match allowance for Ranji for 2001-02 to Mr. Aditya & Mr. Dharmichand of K.SCA	2,250
31-03-2003	Phoenix Global Solution (I) Pvt. Ltd. towards e-Cricket Pro Tool - (Actual amount paid is less than provision made)	16,327
17-03-2004	Anand Shukla - Fee to Curators (Actual amount paid is less than provision made)	500
17-03-2004	Venket Sundaram - Fee to Curators (Actual amount paid is less than provision made)	3,600
31-03-2004	Escotel - Balance in the amount of provision made for Telephone charges of the previous Hony. Secretary's Office at Trivandrum for the period 15.02.04 to 31.03.04	9,934
2003-04	Amount Payable to Players - Dulcep Trophy Match Fees (Actual amount paid is less than provision made)	8,000
2003-04	Provision made for DA & Stay Charges of Computer Analyst	9,000
2003-04	Provision made for Observer expenses for 5th & 8th ODI of Triangular Series in India	50,000
2003-04	Provision made for DA & Stay Charges of Computer Analyst	9,000
2004-05	Amount Payable to Players - Australia to India Match Fees (Actual amount paid is less than provision made)	2,000
2004-05	Amount Payable Others - Casting error in the work sheet	1,000
2004-05	Umpire Allowance to Mr. S.J. Phadkar for CBT Match	1,500
2004-05	Umpire Allowance to Mr. S.J. Pargaonkar for Ranji Trophy Match	2,000
2004-05	Professional Fees balance to Mr. Raju Mehta (Provision made Rs. 75,000 but claimed and paid on 22.12.2006 Rs. 45,000)	30,000
10-04-2006	DD received from Ashok Mankad without any details	5,761
30-09-2006	Theo Braganza - Scorer & Statiscian short paid	200

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31-03-2007	Ogilvy & Mather - Short paid in Bill amount	3,712
13-09-2003	Elbec Couriers - Chq issued not presented for payment	3,634

Finance Committee also approved the following write offs.

Date	Particulars	Amount
Sep-03	Oipkar - Recoverable towards stay at Le Meridien Bangalore for Fitness Camp and NKP Challenger Trophy in Sep 03	3,548
Sep-03	Ramesh Rao - Stay at Le Meridien Bangalore for Fitness Camp and NKP Challenger Trophy in Sep 03	3,527
Sept-03	Indus Systems - TDS on Computer AMC for Mumbai Office	420
06-10-03	Bhatter Silver & Jewels Ltd. - TDS in 2 Bills in Oct 2003 (Imprest Account)	5,137
06-10-03	Skytel Worldwide Express Ltd - TDS in a Bill	2,875
17-05-03	Advance to M/s Tandem for renovation of ers while C&C office at JN Stadium	3,00,000
20-07-03	Shubil Sharma - Advance for petty cash expenses at previous Treasurers Office, Bangalore	5,000
01-08-03	Bank of India - Excess TADA paid for 1st meeting of Committee Meeting at Bangalore	500
	Balance cash in Hand on 31-03-05. Balance cash in Hand on 31-03-05 was Rs. 13,150. Hony. Treasurer's Office balance was Rs. 13,150. Balance cash in Hand on 31-03-05 was Rs. 13,150.	13,150
	Double amount of Rs. 16,901. Double amount of Rs. 16,901. Double amount of Rs. 16,901.	16,901
	Various amounts on behalf of various members already given to	1,181,700

2-Sep-05	Glove @ work - Stay Charges of Mr. Avinash Vaidya during Ind to SL debited	3,500
Jun, Jul & Aug 06	Ranjan Madugula - Telephone Charges -	2,367
22-Nov-05	Voyage, Calcutta - TDS not deducted by CAB on Voyage bill, deducted and debited by previous Tr. Office on 22-11-05.	927
Mar-06	S. Mukherjee - Balance in S. Mukherjee Account (Ex staff of C&C Committee), after accounting cash expenses of C&C Committee	25,924
21-Feb-07	Chamundeswaraswamy - Selector - Cooch Behar Trophy expenses	43
2006-07	TVS Motor Company Excess paid by TVS in 2004-05 Rs. 5,060 Short paid by TVS in 2006-07 Rs. 8,797	3,737
2006-07	P.G. Pandit - Excess gratis paid as information of his demise was received late	60,000
Mar 08	ICICI Bank Jaipur - The Bank reversed Bank Charges for Rs. 33,564 for earlier 3 years out of Rs. 39,475. Balance Rs. 5,911 is Service Tax already remitted to Govt.	5,911
Mar 08	ICICI Bank Kanpur - The Bank reversed Bank Charges for Rs. 92,493 for earlier 3 years out of Rs. 1,05,961. Balance Rs. 13,468 is Service Tax already remitted to Govt.	13,468

Item No. 20: To take note of Release of Prize Money of Rs. 1.24 Crores to Players relating to Earlier Tours.

Finance Committee noted the release of Prize Money to Players relating to earlier tours amounting to Rs. 1.42 Crores which was not distributed to Players from 2003. Finance Committee also noted release of prize money of Rs. 1.39 Crores which was distributed to the Players.

Item No. 21: To take note of Short receipt of Interest on Fixed Deposit due to Interest effect on TDS deducted by Banks.

Finance Committee noted the short receipt of Interest on Fixed Deposit of Rs. 65,000 during 05-06 and Rs. 1.50 Lakhs during 06-07.

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Item No. 22 To take note of Purchase of Tickets as Complimentary for the 7th ODI
India vs Australia

Finance Committee ratified the purchase of tickets at Mumbai for Rs. 10.00 Lakh
for the Australia tour to India

Item No. 23 To take note of Payment towards purchase of Land for NCA at
Bangalore

Finance Committee approved the payment of Rs. 3,84,00,000 being 20% of the
cost of the land at tentative rate of Rs. 60.00 lakhs per acre and EMD of Rs.
10,00,00,000 as a part of deposit towards the purchase of 32 acres of Land in Bidar
Industrial Area Bangalore for NCA

Item No. 24 To take note of contract entered with Maxus Media

Finance Committee took note of the appointment of Maxus Media as media agency
for the advertisement and also to provide the Media (Planning, Buying) services effectively
from 1st April 2008. Their fees will be Rs. 80 Lakhs plus applicable
GST and other charges payable for all media costs

Item No. 25 To take note of contract entered with M/s Adfactors

Finance Committee took note of the contract entered with M/s Adfactors for publi-
city for the NCA from 1st October 2007. Their remuneration will be Rs. 100 Lakhs plus
applicable GST and other charges payable for all media costs.

Item No. 26 To take note of the purchase of Media for Mr. Anil Kumbhar
for the NCA for the period from 1st October 2007 to 31st March 2008.

Finance Committee approved the purchase of Media for Mr. Anil Kumbhar to Rs. 27.78 Lakhs
plus applicable GST and other charges payable for all media costs.

Item No. 27 To take note of the purchase of Media for Mr. Anil Kumbhar

Finance Committee approved the purchase of Media for Mr. Anil Kumbhar for Rs. 10 Lakhs
plus applicable GST and other charges payable for all media costs as on date

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Following are the amounts received & paid in respect of IPL		
Amounts Received from Franchisees		
Name		Rs. In Crores
Ocean Chronicle Holdings Ltd		20.00
Emerging Media Pvt Ltd		20.20
G M R Holdings Pvt Ltd		20.00
India Cements Ltd		20.00
Preity Zinda		20.00
Radhigya Trastling Pvt Ltd		20.00
Red Chillies Entertainments Pvt Ltd		20.00
United Beverages Ltd		20.00
Total		160.20
Amount Received from Sponsors		
Name		Rs. In Crores
World Sports Group - Media Rights Deposit		40.40
DLF Ltd. - Title Sponsorship Rights Deposit		10.00
Total		50.40
Tender Receipts Income		
Name		Rs. In Crores
Tender Receipts Income		2.36
Total		2.36
Amounts paid to Players		
Name	US \$	Rs. Lacs
A B De Villiers	\$ 26,250	10.37
A.G.Prince	\$ 22,500	8.86
Brendon McCullum	\$ 26,250	10.36
Chris Gayle	\$ 50,000	19.69
Daniel Vettori	\$ 33,750	13.31
Dilhara Fernando	\$ 15,000	5.92
Farveez Maharoof	\$ 15,000	5.92
Gleeson McGrath	\$ 200,000	78.85
Graeme Smith	\$ 33,750	13.34
H.H.Gilts	\$ 33,750	13.34
Jacob Ocean	\$ 30,000	11.86
Jacques Kallis	\$ 30,000	11.81
J.A. Morkel	\$ 30,000	11.84
Justin Langer	\$ 26,250	10.36
Kumar Sangakkara	\$ 25,000	9.86
Lasith Malinga	\$ 20,000	7.89

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Tracts Basmali	\$ 25,000	9.64
Mallika Jayawardene	\$ 25,000	9.66
Mark Bruchler	\$ 26,250	10.33
Mohd. Asif	\$ 33,750	13.37
Mohd. Yousof	\$ 330,000	130.02
Murthi Muralidharan	\$ 25,000	9.86
Nuwan Zoysa	\$ 10,000	3.93
Ramparosh Sorwan	\$ 50,000	19.69
Sahanth Jayasuriya	\$ 25,000	9.86
Scott Styris	\$ 22,500	8.88
Shane Warne	\$ 200,000	79.28
Shane Pollock	\$ 30,000	11.84
Shyamshree Chaudhary	\$ 26,250	10.36
Siddhant Akhtar	\$ 33,750	13.37
Srinath Mallik	\$ 45,000	17.72
Super Fleeting (Fruite Organisation Pty Ltd)	\$ 150,000	59.15
Sudhanshu Khan	\$ 45,000	17.82
Total	\$1,720,000	678.67
Name		Rs. in Lacs
Cost of Diagnostics supplied to Staging Associations		72.81
Total		72.81

Amounts Paid to Others

Particulars	Name	Rs. in Lacs
Professional Charges	Adfactors PR Pvt. Ltd.	37.42
Agency	Dhiraj Malhotra, Director Marketing, IPL	12.80
Agency Charges	Hilton Towers Mumbai	17.54
Agency/Contract	Nessat Technologies Pvt. Ltd.	3.22
Billboard Expenses	Advance Computers	0.22
IPR Small Space for 100 email IDs	Net 4 India Limited	0.35
Billboard/Commercial	Ogilvy & Mather Pvt. Ltd.	59.89
IPR & Copy Rights for IPL Logo	UKD Legal	6.00
Billboard/Notice Advertisement		25.89
Billboard/Travel Expenses		45.11
Billboard/Travel Expenses		27.50
Billboard/Travel Expenses		0.76
Total		266.90

On this and any other subject

The Board of Directors approved the appointment of Mr. Dhiraj Malhotra as Director for Marketing for IPL at a remuneration of Rs. 36 Lakhs per year.

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2. Finance Committee approved the appointment of Mr. Sunder Raman as CAO of IPL at a remuneration of Rs. 80 Lakhs per year for a three year term of contract with a 15% increment each year. The other terms of his appointment are:

- Performance incentive of a max of 50% of fixed cost evaluated by the Chairman of IPL. Evaluation metrics--
 - IPL success : 15% weight
 - TV ratings of 2+ in year one
 - Stadium capacity of 60% on average
- Stake holder relationship management - 15% weight.
 - manage and maintain relationship with all franchisees for smooth functioning of IPL
 - manage and deliver IPL central sponsorship rights
 - Broadcaster, web and other rights holder management
 - internal stake holder relationship
 - build and manage a strong relationship with IMG.
- Operational management : 10% weight
 - ensure cash flow management across all stake holders
 - contract management
 - matchday logistics management
 - anticipate and avoid road accidents in tournament execution
- Long term strategic framework building for IPL : 10% weight
 - build a strong and professionally managed world class league.
 - continually innovate on the product to stay ahead of all entertainment formats.

3. Finance Committee approved the appointment of Ms. Radhika Mookuj as special assistant to Mr. Lalit Modi, Chairman and Commissioner, IPL. She will not be paid any remuneration.

4. Finance Committee approved the appointment of Mr. Daljit Singh for Ground Inspection for IPL Grounds. Mr. Lalit Modi has been authorized to fix the remuneration.

5. Finance Committee approved that the TADA rules for IPL Members and staff to be same as BCCI members and staff.

6. Finance Committee approved the release of Rs. 12.00 Lakhs to Mr. Srinivasan under Medical Benevolent Scheme.

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Finance Committee approved the following for NCA

1. With regard to the enhancement of salary of Col. K.R. Nair after his promotion from Administrative manager to General manager, it is proposed that the same could be revised from Rs. 6.00 lacs per annum to Rs. 7.5 lacs per annum.

2. Dr. K. Sureshwar has been appointed as Education/Sports Science Faculty located in Bangalore on full time at Rs. 60,000/- per month.

3. Finance Committee approved the increase in remuneration to Mr. S. S. Karanth, Director Umpiring for the year 2007-08 from Rs. 5.00 lacs per year to Rs. 10.00 lacs per year.

4. Finance Committee approved the expenditure for interior work at Cricket Ground, Bangalore at Rs. 2.90 Crores and Rs. 0.90 Crores.

5. Finance Committee approved the payment of Rs. 3,500 per month from the Reserve Fund to Mr. Ravi Ranji trophy Cricketer from Madhya Pradesh under the Medical Benevolent Scheme.

6. Finance Committee approved the extension of Contract as per the existing terms and conditions to Mr. Greg King till March 2008.

7. Finance Committee approved the extension of Contract to Mr. Kirsten from March 2008 to February 2008.

MINUTES OF THE SPECIAL GENERAL MEETING
ON 17th APRIL 2008 AT BANGALORE

The following members attended the meeting.

Shashank Manohar	President BCCI, BCCI
Lalit Modi	Vice President, BCCI
Deyanand Khoskar	Vice President, BCCI
Rajeev Shrivastava	Vice President, BCCI
M. Shivraam	Hony. Treasurer, BCCI
Ajitjanabhai Shelke	Hony. Secretary, BCCI
M.P. Pandey	Hony. Jt. Secretary, BCCI
Mal. Gon. S.P. Singh	S.S.C.B.
I.S. Bindra	Punjab C.A.
Ranjit Singh Mahendra	Karnataka C.A.
Sabnam Khan	T. & K. C.A.
Prof. Deyanand Daryaganika	A.I.U.
Snohshah Ganguly	C.A.B.
Ranjit Biswal	Orissa C.A.
Gouram Roy	Assam C.A.
Arjitabh Choudhary	J.S.C.A.
K.P. Kejariwal	National C.C.
Chitp Vengsarkar	Mumbai C.A.
Raj Singh Durgapur	C.C.I.
Ajay Bhadke	Maharashtra C.A.
Sanjay Patel	Bengal C.A.
Narhari Anli	Gujarat C.A.
Ebanshi Shah	Saurashtra C.A.
K.S. Viswanathan	T.N.C.A.
D.S. N.R. Madhwar	K.S.C.A.
G. Vinod	Hyderabad C.A.
V. Channundeswamath	Andhra C.A.
T.C. Mahaveer	Kerala C.A.
Sanjay Jagtap	M.P.C.A.
Subhash Jadhav	Rajasthan C.A.
W.D. Chitale	Vidarbha C.A.
Rakesh Yadav	R.S.P.B.
Vinod Phadke	Goa C.A.
Anindam Ganguly	Tripura C.A.
Anurag Thakur	H.P.C.A.
P.S. Tamang	Sikkim C.A.

Mr. Shashank Manohar welcomed the members.
Mr. Shashank Manohar welcomed the members.

Mr. Anurag Thakur informed the members that Hyderabad Cricket Association and Cricket Association of Bengal had some problems with staging of IPL matches. He requested representatives of both the Associations to place their priorities before the members. Mr. Shashank Manohar pointed out that Rs. 50 lakhs given as match expense was not enough. Mr. Shashank Manohar was of the view that C.A.B. should not sign the agreement at the stage and do so only after evening clarification from IPL. Mr. G. Vinod informed the house that there was court case regarding 2 hearings of Visaka Cement in the stadium. After due deliberation, Mr. G. Vinod agreed to get the matter resolved and give a clean stadium as required by IPL.

Item No. 1 To adopt the report of the IPL

The Chairman requested Mr. Shivraam to brief the members regarding the contents of the report which was circulated.

The Indian Premier League - IPL - was approved at an extended BCCI Working Committee meeting, which representatives of all member associations on Thursday 13th September 2007 in New Delhi attended. In the discussion meeting the basic structure and the overall plan for going forward was approved. The structure which was approved was as follows:

- The tournament would run for 8 weeks starting in April
- The tournament would follow the English Premier League format
- There would be 8 Franchises in 8 different cities who owned a team each
- The Franchises would be selected post a tender to bid for the same.
- The international players would be auctioned post the opening of the Franchise Bid.
- Each Franchise could have 4 foreign international cricketers, 4 Indian contracted players and 4 players under the age of 22.

A BCCI Sub Committee known as the IPL Governing Council was formed with a term of 5 years, which was to be spearheaded by BCCI Vice President Lalit Modi as the chairman and Commissioner, The IPL Governing Council would consist of

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- Mr. Lalit Modi - Chairman
- Mr. Anuj Jolly
- Mr. Chiranjeev Arora
- Mr. IS Bindra
- Mr. Rajiv Shukla
- Mr. M. A. K. Palauddi
- Mr. Sunil Gavaskar
- Mr. Ravi Shastri
- Offices Bearers of BCCI - ex-officio members

At the meeting of the IPL Governing Council held on 14th January 2008 - Mumbai Cricket Center the following decisions were taken:

Opening of the IPL Media Rights ITT
 WSG, Sony and ESS bid for the ITT with NDTV opting out of the last minute as they were unable to fill the same in the given time frame. Sony and WSG submitted a joint corporate bid instead of independent bids. On the opening of the ITT eligibility, ESS were eliminated from the bid for not complying with the qualification criteria of submitting a letter of eligibility signed by the company for the bid but were informed that should the SONY/WSG bid not empty they would be back in the bid. The SONY/WSG bid met all the criteria and won the bid at USD\$1,025 billion out of which USD\$108 million would be carved out solely for marketing and promotion of IPL.

At the meeting of the IPL Governing Council held on 24th January 2008 - Mumbai Cricket Center the following decisions were taken:

Opening of the IPL Franchise Bid
 The following companies bid for the ITT:

- ICICI Venture Capital Funds, Sahara Hospitality Ltd, DLF India Cementa, Red Chilies Entertainment Ltd Pvt., Preity Zinta, GMF, UB Group, Emerging Media, Deccan Chronicle, Deutsche Bank, Emerald Telecom Services Ltd, Rathi Priya Trading Pvt Ltd
- ICICI Venture Capital Funds did not qualify for the bid for submitting their performance bid in labor fill others qualified and met eligibility criteria and the following won the 8 venues:
- Rathi Priya Trading Company Pvt. Ltd. - Mumbai - USD\$ 11.8 million
- UB Group - Bangalore - USD\$ 111.8 million
- Deccan Chronicle - Hyderabad - USD\$ 107.1 million

At the meeting of the IPL Governing Council held on 25th January 2008 - Mumbai Cricket Center the following decisions were taken:

- India Cementa - Chennai - USD\$91 million
- GMF - Delhi - USD\$ 84 million
- Red Chilies Entertainment Pvt. Ltd. - Kolkata - USD\$ 75.08 million
- Preity Zinta - Mohali - USD\$ 78 million
- Emerging Media - Jaipur - USD\$87 million

IPL Support Staff

Bharat Patel, Chairman of Procter and Gamble was appointed as consultant to IPL for Media and Advertising management of the Brand. Delhi Singh was appointed as head of Grounds Management for all IPL Venues.

IPL Media, Advertising and PR Contracts

Following presenters from Ogilvy & Mather (Advertising), Ministers (Media Placement) and Adfactors (PR Management), the Governing Council approved the hiring of 3 agencies for promotion of the IPL Brand.

IPL Media Rights Partners

The Media Rights Agreement between SonyWSG and BCCI - IPL for a duration of 10 years was approved.

IPL Player Auction

It was decided that a maximum spending cap of USD\$5 million and a minimum of USD\$3 million would be allocated to each franchise for spend on their international player and Indian national team player quota. Any franchise not spending the minimum amount would have to pay the difference between their spend and the USD\$3 million to the BCCI - IPL. The Players would be randomly divided into auction sets.

At the meeting of the IPL Governing Council held on 31st February 2008 - Mumbai Cricket Center, the following decisions were taken:

IPL Icon Players

Delhi and Hyderabad wanted to have ICCW players, V. Sehwag for Delhi and VVS Laxman for Hyderabad and the same was granted after getting approval from other franchises.

IPL Ratification of Contracts

- Contracts of Ravi Shastri, MAK Pataudi and Sunil Gavaskar with the IPL were approved and ratified. It was also noted that further agreements with Sunil and Ravi would be as commentators for IPL matches.

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The terms of appointment were approved.

- Contract Agreements between IPL and Maxxis, Advertisers and DSM were approved and terms of appointment were approved.
- Confirmation of Sunder Rainon's appointment as Chief Operating Officer of IPL was approved and ratified.

IPL 2008 Production

It was decided that IMG would undertake the production of the first IPL season in 2008 to maintain international standards. The Chairman was authorized to approve the agreement.

IPL Venues and Up gradation

The Governing Council decided that each venue would have to fulfil a venue requirement for them to host the matches. Host Venues receiving money from IPL would put to use these monies for the up gradation of their facilities.

At the IPL Governing Council Meeting held on 3rd April 2008, the following decisions were taken:

- IPL 2008 Production Contract with IMG
- The Production Contract with IMG amounting USD \$7.98 million to at the rate of USD \$125,000 per match was approved.

Stadium Franchise and Host Venue Agreement

The Stadium Franchise and Host Venue Agreement was approved subject to modifications by President, E. Ravi Shastri, Member and Joint Secretary, XIP Parthiv. It was decided that the Venue Agreement be obtained to all venues for signatures and be returned in 6 days time. It was also resolved that for services to be provided - media communications, support staff, electricity, housekeeping, beautification, back up generators - the franchisee will pay a consolidated amount of INR 50 lakhs inclusive of 10 lakhs agreed upon in the workshop. This amount would also be inclusive of the preparation of the ground and tickets, practice areas and the maintenance staff for all services etc. All services to be clearly stated in the Venue Agreement. Mr. Parthiv along with the Chairman were asked to finalize the Venue agreement.

IPL Match Schedule 2008

- The match Schedule as presented was approved for Season 2008.

IPL Opening Ceremony 14th April 2008

It was unanimously decided that for the Opening Ceremony on the 14th, only the 6 captains from the 8 teams were to be present and after the ceremony was complete, arrangements would be made for them to be sent back to their respective venues on the same evening.

Finalization and Approval of the IPL Report For the BCCI Special General Meeting

The report was circulated to the members of the Governing Council and the draft report was approved subject to the incorporation of the decision of today's meeting of the GC.

Confirmation on the Hiding of Star Commentators

Mr. Lalit Modi explained the hiding of Ravi Shastri and Sunil Gavaskar after the expiry of their contract with ESS. The arrangement outlined by the Chairman was approved by the Governing Council and the Chairman was authorized to enter into contract with the commentators on the terms discussed.

IPL PR Strategy

The Addendum PR strategy was approved subject to a decision that the PR agency would now concentrate on venue centric publicity.

South African Player Issue

The proposal outlined by the Chairman regarding the SA players was approved and the Chairman was authorized to finalize the proposal and agreement as per the discussion in the meeting.

Player Related Issues - Shoab Akhtar

The Shoab Akhtar case was discussed and it was decided that he should not be eligible to play so long as the ban imposed on him by the Pakistan Cricket Board is stayed/unrevoked, revealed during the course of the appellate process.

Franchise Related Issues & Mumbai Franchisee Request

The additional cost in respect of the Mumbai Franchisee playing at 2 venues amounting to USD \$10,000 was approved. It was decided that the cost would be borne by the Mumbai franchisee.

IPL Official Photographer Policy for Syndication

The proposal outlined by Sunder Rainon was approved. In short, the proposal referred to copyright regarding all photos of IPL realising in IPL and reverting back in the case of newspapers and agencies in 24 hours. It was also resolved to authorize expenditure of USD \$50,000 per year to official photographers of which 50% was to be paid by web portal license per annum.

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IPL Sponsorship Partnership Proposals
Vishnu's sponsorship proposals relating to the sale of television rights, associate
sponsors had been signed. The list as follows was approved:

- IPL Title Sponsor - DLF at a total of USD \$50 million over 5 years.
- Associate Sponsor - Hero Honda at USD \$22.5 million over 5 years.
- Official Pouring Partner - PepsiCo at USD \$12.5 million over 5 years (100% revenue to be split across the franchisees)
- Official Umpires Partner - Kingsley at USD \$28.5 over 5 years.
- Official Hotel Partner - ITC at 80% discount for the first year.
- Official Airline Partner - Kingfisher at 50% discount plus customized routing and charters.
- MCC split of cricket - MCC and IPL entered into a partnership of understanding to promote the MCC split of cricket using DLF IPL as a platform.

IPL Draft Match Schedule 2009
A bid/draft was presented and it was decided to enter into bilateral agreements with all full members incorporating the draft schedule as part of the agreement.
Following contracts were approved and ratified by the GCC:

Confirmations of Ratifications pertaining to IPL
Web Portal Agreement for BCCI IPL at USD \$ 50 million Minimum Guarantee over 10 years or 60% share of revenue, the greater of the two.
Contract with CDO, SundaRaman
Contract with Dilraj Malhotra

Confirmation of Radhika Moolaj as Special Assistant to The Chairman and Commissioner IPL

The report was adopted and the President being authorized to decide in case of any modifications.

Item No.2

To co-ordinate the financial matters of the Board

Mr. Shaheer Mandoor apprised the members that in the last Working Committee meeting regarding the financial matters and taxation issues:

After due discussion, it was decided to authorize the President to take appropriate action in this matter.

The meeting ended with a vote of thanks to the Chair.

SHARAD PAVAN
CHAIRMAN

NIRANJAN SHAIH
CONVENER



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THE ANNUAL GENERAL MEETING OF THE BOARD OF CONTROL FOR
CRICKET IN INDIA WAS HELD ON FRIDAY THE 28TH SEPT 2007 AT
CRICKET CENTRE, WANKHEDE STADIUM, MUMBAI AT 10.30 A.M.

The following members attended the meeting.

Shri Sharad Pawar	President, BCCI, Chairman
Shri Shashank Menchar	Vice President, BCCI & Vidarbha C.A.
Shri Lalit Modi	Vice President, BCCI & Rajasthan C.A.
Shri Dayanand Narvekar	Vice President, BCCI & Goa C.A.
Shri Rajeev Shukla	Vice President, BCCI & Uttar Pradesh C.A.
Shri M. Srinivasan	Hony. Treasurer, BCCI & Tamil Nadu C.A.
Shri Niranjan Shah	Hony. Secretary, BCCI, & Saurashtra C.A.
Shri M. P. Pandove	Hony. Jt. Secretary, BCCI
Shri Arun Jaitley	Delhi & District C.A.
Col. V. K. Kandari	Services Sports Promotion Board
Shri I. S. Bindra	Punjab C.A.
Shri Ranbir Singh Mahendra	Haryana C.A.
Shri Saleem Khan	Jammu & Kashmir C.A.
Prof. D. Dongaonkar	Association of Indian Universities
Shri Samar Paul	The Cricket Association of Bengal
Shri Ranjib Biswal	Orissa C.A.
Shri Gautam Roy	Assam C.A.
Shri Amitabh Choudhary	Jharkhand State C.A.
Shri K. P. Kajaria	National Cricket Club
Shri Ravi Savant	Mumbai C.A.
G.C. Vasudeo	Cricket Club of India
Shri Ajay Shirke	Maharashtra C.A.
Shri Sanjay Patel	Baroda C.A.
Shri Narhari Amin	Gujarat C.A.
Shri Brijesh Patel	Karnataka State C.A.
Shri Shivaji Yedav	Hyderabad C.A.
Shri V. Chamundeswamath	Andhra C.A.
Shri T.C. Mathew	Kerala C.A.
Shri Sanjay Jagdale	Madhya Pradesh C.A.
Shri Rakesh Yedav	Railway Sports Promotion Board
Shri Arindam Ganguly	Tripura C.A.
Shri Anurag Thakur	Himachal Pradesh C.A.
Shri Prem Singh Tamang	Sikkim C.A.
Shri H. Birmangol Singh	Manipur C.A.

The Chairman welcomed the members particularly Mr. Saleem Khan (J & K), Mr. T.C. Mathew (Kerala) and Mr. V. Chamundeswamath (Andhra) who were attending the meeting for the first time.

The House stood in silence to pay tribute to the cricketers and administrators who passed away since last Annual General Meeting.

Mr. Bindra informed the house that Mr. Sharad Pawar has been nominated as President Elect of the ICC and would take charge in July, 2008. Mr. Sharad Pawar would take over as the President, ICC in July 2010. Mr. Bindra felicitated Mr. Sharad Pawar on behalf of the members.

The Chairman then addressed the members.

The Indian team's early exit from the World Cup 2007 came as a big shock to the cricket loving people of India and the entire nation expressed disbelief and anger against not only the cricketers but also the administrators. The Board had been exposed to media trial in a way the failure came as a blessing in disguise because it gave us an opportunity for some soul searching.

He informed the members that he had sent a letter to the affiliated units asking them to assess their strength and weakness and to tune up their administrative structure and see that cricket of grass roots is encouraged. There was a positive response from all and he was confident that if all the members work for the cause of cricket, Indian cricket was bound to prosper. He further informed the members that taking advantage of the poor performance of our team in the World Cup, some private organization had announced a 'rebel league' to challenge BCCI and efforts were made to overthrow the Board and its officials in the media with the help of a few former cricketers.

Post World Cup, the Board had taken several decisions to strengthen domestic cricket and he requested the affiliated units to implement the same.

He further informed the members that the Indian team under Rahul Dravid had done well by winning Test and ODI series in Bangladesh, winning the ODI series against South Africa 2-1 at Ireland and then winning the Test series against England after 21 years. Our team under M.S. Dhoni did India proud by winning the ICC Twenty20 World Cup in South Africa. This young brigade brought cheer to millions of Indians and this has given Indian Cricket a big boost. He congratulated the team on behalf of the Board.

The BCCI at least has a home of its own. He thanked the Mumbai S.A. for their support in making the dream a reality. The Board had taken two floors at the Cricket Center and have requested the Mumbai C.A. to give office space on the 4th floor, where our Archives Center along with office of recently launched Indian Premier League can be housed.

He briefed the members of steps being taken to improve umpiring system, pitches and outfield to strengthen Domestic Cricket.

The Chairman apprised the affiliated units for the steps taken to promote Women's Cricket.

He congratulated Mr. Laxmi Wadkar for the efforts taken by him in launching the Indian Premier League, which will help Indian Cricket at large and also help affiliated units to upgrade the facilities in the stadiums. 1/17

He then went on to inform the house regarding certain decisions in connection with Indian Cricket.

A. The Players Contract Retainership Grades have been announced. We have added one more Grade 'D' to the existing A, B & C Grades and also increased the Retainership value to Rs.60 Lakhs for Grade 'A', Rs.40 Lakhs for Grade 'B', Rs. 25 Lakhs to Grade 'C' and Rs. 15 Lakhs for Grade 'D'.

B. Mr. Lalchand Rajput has been appointed Cricket Manager for the Home Series against Australia and Pakistan as an interim arrangement.

C. Mr. Nari Contractor has been nominated for the C. K. Nayudu Lifetime Achievement Award. The cash award has been increased from Rs. 5 Lakhs to Rs. 15 Lakhs.

D. BCCI is in discussion with Mr. Adfactors as our Public Relation Managers.

The Chairman then took up the regular business of the General Body in accordance with the notice of the meeting.

Item 1(i) Confirmation of the Minutes of the 77th Annual General Meeting of the Board held on 27th Sept 2008 at Mumbai. Minutes confirmed.

Item 1(ii) Confirmation of the Minutes of the Special General Meeting of the Board held on 10th December 2008 at Jaipur.

This item was not taken up as the matter was sub-judice.

Item 1(iii) Confirmation of the Minutes of the Special General Meeting of the Board held on 21st August 2007 at Mumbai.

Minutes were confirmed.

Item 1 (iv) Confirmation of the Minutes of the Special General Meeting of the Board held on 21st August 2007 at Mumbai.

Minutes were confirmed.

Item 2 (ii) Matters arising out of the Minutes of the 77th Annual General Meeting of the Board held on 27/20 Sept 2006 at Mumbai.

Prof. R.S. Shetye informed the members about the visit of the Committee to Pondicherry and that the Report submitted by the Committee, was adopted by the House. However, with the Constitution of BCCI amended on 21st August 2007, union territories cannot be affiliated but they will be attached to a full member for cricketing purpose and accordingly Pondicherry shall be attached to Tamil Nadu Cricket Association.

Item 2 (iii) Matters arising out of the Minutes of the Special General Meeting of the Board held on 16th December 2006 at Jaipur.

Item 2 (iv) Matters arising out of the Minutes of the Special General Meeting of the Board held on 21st August 2007 at Mumbai.

There was no matter arising.

Item 3 (iv) Matters arising out of the Minutes of the Special General Meeting of the Board held on 21st August 2007.

There was no matter arising.

Item 3 Adoption of the Report of the Secretaries for the year 2006-07 (Annex 'A').

The report was unanimously adopted.

Item 4 Adoption of the Report of the Treasurer and the Audited Accounts for the year ending 31st March 2007 (Annexure 'B').

Mr. S. Srinivasan briefed the members about the Hon'y. Treasurer's report and informed them that an amount of Rs. 60 crores has been transferred to Platinum Jubilee benevolent fund (Monthly Grants). Rs. 80 crores has been transferred to the Infrastructure Subsidy Fund and Rs. 30 Lakhs has been transferred to C.I.C. K. Nayudu Centenary Award Fund. He recommended that an additional amount of Rs. 48.70 Crores be accumulated and set apart towards Infrastructure Subsidy which was approved by the members. The following resolution was passed:

As per section 138 of the Income Tax Act 1961, the Board is required to spend a minimum of 05% of the total income earned by the Board in the same year or in the immediately succeeding year. The General body noted that an amount of Rs. 328,10,77,852/- has been spending this year as against the required amount of Rs. 600,93,31,693/- (85% of Rs. 599,33,31,403). The general body decided that the shortfall of Rs. 100,00,000/- (Difference between amount spent and the amount required) to be spent in Rs. 17,4,82,53,814/- towards the following:-

- 1) Infrastructure Subsidy
- 2) Platinum Jubilee Benevolent Funds (Monthly Grants)
- 3) C.I.C. K. Nayudu Centenary Award Fund
- 4) Other Object of the Board would be spent within 5 years i.e. before 31st March 2012.

Mr. Srinivasan informed the members that Mrs. P.B. Mayorajohar & Co., Chartered Accountants have been appointed as Internal Auditors of BCCI and National Cricket Academy and this was ratified by the members. The appointment of Mrs. P.B. Vijayaraghavan & Co. as Auditors for DLF Cup Abudhabi and C.I.F Cup Malaysia at the following audit fees and expenses was ratified.

DLF Cup Abudhabi US\$10,000/-
DLF Cup Malaysia Rs. 4,50,000/-

All decisions regarding Treasurer's Report approved by the Working Committee at its meeting held on 13th Sept. 2007 were ratified.

Mr. Srinivasan informed the members regarding the bonus announced by the Board for the Twenty20 World Cup team and the same was ratified by the members.

Mr. Srinivasan also informed the members about the bonus announced by the President after the Test Series win over England and the same was ratified.

Mr. Srinivasan proposed that 12 months ex-gratia to paid to the staff stationed to Mumbai office and the Office of Hon'y. Secretary, Hon'y. Jt. Secretary, Hon'y. Treasurer and National Cricket Academy, which was unanimously approved by the members.

Mr. Srinivasan announced that TV Subsidy for the year 2007 would be paid as follows:

Staging Associations Rs. 9,87,22,065

Non Staging Association Rs. 8,83,46,035

This was unanimously approved.

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Fixed Assets during the year amounting to Rs. 37,51,697/- spent. CCI
Headquarters Assets in excess of Budget was realized.

The decision of the Finance Committee to debit the Income and Expenditure
account instead of committed funds were raised for the following:

1. Curators Training Fund
2. Rajji Trophy Fund
3. Coaching Academy Fund

The decision of the Finance Committee to write back the following funds to the
General Fund was raised

1. J.C. Mukherjee Memorial Fund - Rs. 4,846
2. K.S. Dulsep Singh Fund - Rs. 32,730
3. Late Mangeshkar Night Fund - Rs. 14,25,000
4. Subvention Fund - Rs. 60,04,000
5. Platinum Jubilee Celebration Fund - Rs. 2.78 Crores

Mr. Srinivasan informed the members that Col. K.R.Nair, Administrative
Manager, National Cricket Academy has been designated as General Manager
of National Cricket Academy, which was approved by the members.

The Treasurer's report and the audited accounts were unanimously adopted by
the members.

Item 5 Adoption of the Annual Budget for the year
2007-08 (Annexure 'C').

Mr. Shrivastav apprised the members regarding the provisions made in the
Annual Budget. He informed the members about the launch of Indian Premier
League. A provision of Rs. 100 crores is being made for funding of the Indian
Premier League. This amount will be returned to the BCCI by Indian Premier
League in years to come.

Indian Premier League is a part and parcel of BCCI and will function like National
Cricket Academy. The Budget for 2007-08 was adopted.

Item 6 Election of President Elect for the year 2007-08 from Central
Zone

The Chairman informed the members that only one nomination had been received
that of Mr. Shashank Manohar for President Elect and accordingly, Mr. Shashank
Manohar was declared elected as President Elect.

The Chairman informed Mr. Shashank Manohar and presented him with
personal compliments on behalf of the members.

Mr. Shashank Manohar assured the members that he will continue to work on
the path laid down by our President Smt. Sharad Pawar.

Item 7 Appointment of the Auditors for the year 2007-08 and fix their
remuneration.

Mr. Srinivasan proposed the name of M/s. S. B. Billimoria & Co. which was
approved by the Working Committee at its meeting held on 13th Sept 2007. The
remuneration as proposed by the Working Committee is as follows -

- (a) Statutory Audit Fees - Rs. 15.00 Lakhs
- (b) Audit Fees to NCA - Rs. 2.50 Lakhs

The above was ratified by the members.

Item 8 Election of the Working Committee, Standing Committees and
other Sub-Committees for the year 2007-08.

The following members were elected.

OFFICE BEARERS
1. SHARAD PAWAR PRESIDENT
2. NIRANJAN SHAH HONORARY SECRETARY
3. M.P. PANDOVE HONORARY JOINT SECRETARY
4. N. SRINIVASAN HONORARY TREASURER

VICE PRESIDENTS
1. LALIT MODI NORTH
2. DAYANAND NARVEKAR SOUTH
3. RAJEEV SHUKLA EAST
4. CHIRAYUJAMIN WEST
5. SHASHANK MANOHAR CENTRAL

WORKING COMMITTEE
1. SHARAD PAWAR PRESIDENT
2. NIRANJAN SHAH HONORARY SECRETARY
3. M.P. PANDOVE HONORARY JOINT SECRETARY
4. N. SRINIVASAN HONORARY TREASURER
5. LALIT MODI VICE PRESIDENT (NORTH)
6. DAYANAND NARVEKAR VICE PRESIDENT (SOUTH)
7. RAJEEV SHUKLA VICE PRESIDENT (EAST)

VICE PRESIDENT (WEST)
VICE PRESIDENT (CENTRAL)

- PERMANENT TEST CENTRES**
9. CHIRAYU AMIN
 9. SHASHANK MANOHAR
 10. DELHI DISTRICT CRICKET ASSOCIATION
 11. FAMILY IDU CRICKET ASSOCIATION
 12. CRICKET ASSOCIATION OF BENGAL
 13. MUMBAI CRICKET ASSOCIATION
 14. UTTAR PRADESH CRICKET ASSOCIATION
 15. ASSOCIATION OF INDIAN UNIVERSITIES
 16. KERALA CRICKET ASSOCIATION
 17. TRIPURA CRICKET ASSOCIATION
 18. MAHARASHTRA CRICKET ASSOCIATION
 19. RAILWAY SPORTS PROMOTION BOARD
 20. KARNATAKA STATE CRICKET ASSOCIATION
 21. PUNJAB CRICKET ASSOCIATION
 22. GUJARAT CRICKET ASSOCIATION
 23. VIDARBHA CRICKET ASSOCIATION

ALL INDIA SENIOR SELECTION COMMITTEE

1. DILIP VENGSAKAR
2. VENKATAPATHY RAJU
3. BHUPINDER SINGH SI.
4. RANJIB BISWAL
5. SANJAY JAGDALE
6. NIRANJAN SHAH

CHAIRMAN (WEST)
(SOUTH)
(NORTH)
(EAST)
(CENTRAL)
HON. SECRETARY
CONVENER

ALL INDIA JUNIOR SELECTION COMMITTEE

1. SANJEEV SHARMA
2. V. CHANDRANDESHWARNAATH
3. KAJAL DAS
4. RAKESH PARIKH
5. KAILASH GATTANI
6. M.P. PANDOVE

CHAIRMAN (NORTH)
(SOUTH)
(EAST)
(WEST)
(CENTRAL)
HON. JT. SECRETARY
CONVENER

SENIOR TOURNAMENT COMMITTEE

1. DAYANAND NARVEIGAR
2. PUNJAB CRICKET ASSOCIATION
3. KERALA CRICKET ASSOCIATION
4. CRICKET ASSOCIATION OF BENGAL
5. MAHARASHTRA CRICKET ASSOCIATION
6. RAJASTHAN CRICKET ASSOCIATION
7. NIRANJAN SHAH

HON. SECRETARY
CONVENER

TECHNICAL

1. SUNIL GAVASKAR
2. DHINMOY SHARMA
3. DR. M. V. SRIDHAR
4. SNEHASHISH GANGULY
5. C. R. MOHITE
6. VINOD MATHUR
7. DILIP VENGSAKAR

CHAIRMAN
(NORTH)
(SOUTH)
(EAST)
(WEST)
(CENTRAL)
(CHAIRMAN SENIOR SELECTION
COM)

(FORMER TEST CRICKETER)
(FORMER TEST UMPIRE)
HON. SECRETARY/CONVENER

8. YASH PAL SHARMA
9. V. K. RAMASWAMY
10. NIRANJAN SHAH

TOUR, PROGRAMME & FIXTURE COMMITTEE

1. SHASHANK MANOHAR
2. ANURAG THAKUR
3. T. C. MATHW
4. SATYA MOHANTY
5. HITESH PATEL
6. PREM DHAR PATHAK
7. NIRANJAN SHAH

CHAIRMAN
(NORTH)
(SOUTH)
(EAST)
(WEST)
(CENTRAL)
HON. SECRETARY/CONVENER

FINANCE COMMITTEE

1. SUCHIR MALAVATI
2. SURESH CHOPRA
3. BRIJESH PATEL
4. SAMAR KUMAR PAUL
5. RAM SAVANT
6. DILIP CHUDGAR
7. N. SRINIVASAN

CHAIRMAN
(NORTH)
(SOUTH)
(EAST)
(WEST)
(CENTRAL)
HON. TREASURER/CONVENER

JUNIOR CRICKET COMMITTEE

1. CHIRAYU AMIN
2. ASLAM GHONI
3. DEE G. NATARAJAN
4. RAJESH VERMA
5. SURENDRA BHAVE
6. RAKESH YADAV
7. M. P. PANDOVE

CHAIRMAN
(NORTH)
(SOUTH)
(EAST)
(WEST)
(CENTRAL)
HON. JT. SECRETARY/CONVENER

UMPIRES SUB-COMMITTEE

1. DALIT KUMAR MODI
2. ANIRUDH CHAUDHARY
3. VINOD PHADKE

CHAIRMAN
(NORTH)
(SOUTH)

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- 4. BIKASH BARUAH
- 5. VIKRAM PATEL
- 6. M. N. DORAJAN
- 7. S. VENKATARAGHAVAN
- 8. S. K. BANSAI
- 9. M. P. PANDOVE

(EAST)
(WEST)
(CENTRAL)
DIRECTOR

HON. JT. SECRETARY/CONVENER

- VIZY TROPHY COMMITTEE**
- 1. RAJEEV SHUKLA
 - 2. SALEEM KHAN
 - 3. P. R. NARAYANSWAMY
 - 4. AMITAVA BANERJEE
 - 5. PROF. D. DONGAONKAR
 - 6.
 - 7. MP. PANDOVE

CHAIRMAN

- WOMEN'S COMMITTEE**
- SHASHANK MANDHAR
 - ARCHANA SHARMA
 - KALPANA VENKATACHAR
 - MANJU CHETTA
 - DIANA EDULJEE
 - SHUBRANGSI KULKARNI

(A.U.)
HON. JT. SECRETARY/JOINT
CONVENER

CHAIRMAN
NORTH
SOUTH
EAST
CENTRAL
WEST/CONVENER

- WOMEN'S SELECTION COMMITTEE**
- ANUJAIN CHAIRMAN
 - POORNIMA RAO
 - MITHU MUKHERJEE
 - VRINDA BHAGAT
 - SANDHYA AGARWAL
 - NIRANJAN SHAH

HONORARY SECRETARY/
CONVENER

SPECIAL COMMITTEES DURING THE YEAR 2007-2008

- LEGAL COMMITTEE**
- SHASHANK MANDHAR
 - ARUN JAITLEY
 - DAYANAND NARVEKAR

CHAIRMAN

- NATIONAL CRICKET ACADEMY BOARD**
- RAVISHASTRI
 - AJAY SHIRKE
 - SHIVAJI YADAV

CHAIRMAN
VICE CHAIRMAN
DIRECTOR

- LALCHANDRA PUL
- DR. BIMAL SONI
- SUNIL DEV
- AMITABH CHOUDHARY

COACHING DIRECTOR
MEMBER
MEMBER
MEMBER

ALL OFFICE BEARERS OF BCCI

CONSTITUTION REVIEW COMMITTEE

- SHASHANK MANDHAR
- IS BINDRA
- N. GRINNASAN
- LALIT MODI
- ARUN JAITLEY
- PROF. R. S. SHETTY
- NIRANJAN SHAH

HONORARY SECRETARY
CONVENER

CHAIRMAN

MUSEUM COMMITTEE

- IS BINDRA
- RAJESINGH DUNGBARFOR
- LALIT MODI
- DR. A. C. MUTHIAH
- ANURAG THAKUR
- RAJAVENKAT
- MILIND REGE
- NIKHIL KUMAR
- PROF. R. S. SHETTY

CONVENER

MEDIA COMMITTEE

- RAJEEV SHUKLA
- G. S. WALLA
- R. N. BABA
- SIBPRAKASH TRIPATHI
- SAMARJEET GAIKWAD
- RAJAN NAJR
- NIRANJAN SHAH

CHAIRMAN
NORTH
SOUTH
EAST
WEST
CENTRAL
HONORARY SECRETARY/CONVENER

MARKETING SUB-COMMITTEE

- LALIT KUMAR MODI
- GOUTAMI ROY
- DAYANAND NARVEKAR
- PRASUN MUKHERJEE
- CHIRAYUJAMIN
- SHASHANK MANDHAR

CHAIRMAN

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(10)

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IS BINDRA
FANBIR SINGH MAHENDRA
C K KHANNA
RAJEEV SHUKLA
VIJAY MALTYA
NARHARI AMIN

ALL OFFICE BEARERS OF BCCI

GROUND & PITCHES COMMITTEE

DAJIT SINGH	CHAIRMAN/NORTH
P R VISHWANATHAN	SOUTH
ROBIN MURHERJEE	EAST
HIRAI PARSARNA	WEST
KISHORE PRADHAN	CENTRAL
MIRAJAN SHAH	HONORARY SECRETARY/ CONVENOR

INFRASTRUCTURE COMMITTEE FOR ICC WORLD CUP 2011

IS BINDRA	CHAIRMAN
LALIT MODI	
ARUN JAITLEY	
AJAY SHIRKE	
M P PANDOVE	
MIRAJAN SHAH	
PROF. R S SHETTY	

ONE REPRESENTATIVE FROM THE EIGHT STAGING CENTRES

N SRINIVASAN

HON. TREASURER/CONVENOR

ICC DOCUMENTATION REVIEW COMMITTEE

LALIT KUMAR MODI
N. SRINIVASAN
ARUN JAITLEY
IS BINDRA
MIRAJAN SHAH

HON. SECRETARY/CONVENOR

SPECIAL COMMITTEE TO DECIDE AFFILIATION TO NEW MEMBERS

SHASHANK MAHOMHAR
N. SRINIVASAN
AJAY SHIRKE
MIRAJAN SHAH

HON. SECRETARY/CONVENOR

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SPECIAL COMMITTEE TO DECIDE THE ISSUES RELATING TO MEMBERSHIP OF BIHAR AND JHARKHAND

CHIRANJIVAN
M P PANDOVE
SANKAY JAGDALE
MIRAJAN SHAH

HON. SECRETARY/CONVENOR

SPECIAL COMMITTEE FOR NCA PROJECT AT BANGALORE

N. SRINIVASAN
M P PANDOVE
ERIEESH PATEL
JAYGAL SRINATH

SPECIAL COMMITTEE FOR DEVELOPMENT OF LAND AT DELHI

SHARAD PIMPAR	CHAIRMAN
CHIRANJIVAN	
ARUN JAITLEY	
IS BINDRA	
LALIT MODI	
AJAY SHIRKE	
RAJEEV SHUKLA	

ALL OFFICE BEARERS OF BCCI

Item 9

Consideration of the report and recommendations of the following Committees / Tournament

- (i) All India Senior Selection Committee
- (ii) All India Junior Selection Committee
- (iii) Umpires Committee
- (iv) Senior Tournament Committee
- (v) Real Trophy Tournament
- (vi) Durgoo Trophy Tournament
- (vii) Z.R. Jadhav Trophy
- (viii) Prof. D. B. Desai's Trophy
- (ix) M. K. P. Saha Chalknager Trophy
- (x) Vijay Trophy Tournament
- (xi) Junior Tournaments Conducted by the Board
- (xii) Tour Programmes & Fixtures Committees
- (xiii) Technical Committee
- (xiv) Junior Cricket Committee

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- (xv) Finance Committee
- (xvi) Report on ICC Meetings
- (xvii) Report on ACC Meetings
- (xviii) List of Tournaments permitted by the Board
- (xix) List of Tournaments in possession of the Board
- (xx) Tour Budget proposed during the financial year 2007-08
- (xxi) Report on National Cricket Academy
- (xxii) Women's Cricket

The reports of the various committees were unanimously approved by the members.

Item 10 Consideration of any resolution proposed by a member at a meeting before the Annual General Meeting.

No notice was given.

Item 11 To consider matters relating to affiliation / promotion / de-affiliation / re-admission, if any.

Mr. Shashank Manohar apprised the members about the matter between Bihar and Jharkhand. As per our understanding in the Supreme Court, BCCI would have to set up a new Committee and submit its report within 3 months.

The Chairman then appointed a three member Committee consisting of Mr. Charay Arun, Mr. M.P. Pandey, Mr. Sanjay Jagdale to study the issue and submit the report.

The Chairman also appointed a Special Committee to decide affiliation to new members consisting of Mr. Shashank Manohar, Mr. N. Srinivasan and Mr. Ajay Shirke.

Item 12 To appoint the Board's Representative or Representatives on the International Cricket Council and/or similar conferences.

It was decided that the President and in his absence, Mr. I.S. Bindra would attend the ICC Meetings. Mr. Niranjan Shetty would attend the ICC CEO meetings. Mr. Sharad Pawar would attend the Executive Board Meeting of the ACC and Mr. Niranjan Shetty would attend the CEC's meeting.

Item 13 Consideration of any other business, which the President may consider necessary to be included in the agenda.

(1) Mr. Modi informed the members regarding the report submitted by Mr. Anil Hural, ICC representative, who had visited centres to inspect grounds to be given Test / ODI status. As per the report the following venues have been approved, subject to improvements as mentioned therein.

1. Jaipur Approved for staging Test matches subject to improvement to TV, umpire a room.
2. Rajkot Approved for staging Test matches, subject to recommended changes being implemented.
3. Vizag Approved for staging Test matches subject to recommended changes being implemented.
4. Hyderabad Approved for staging Test matches subject to minor changes to be rectified.
5. Dharamshala Not approved as ODI centre at this stage but will be reviewed.

It was decided that the recommendations of the ICC will be put up to the Tour, Programme & Fixture Committee for their recommendations.

Mr. Modi apprised the members regarding the launch of Indian Premier League and the progress made.

The following resolutions proposed by Mr. N. Srinivasan were passed unanimously by the members:

- * Resolved that Hon'ble Treasurer, Mr. N. Srinivasan, be authorized to open and operate the new Bank Account in the name of "BCCI-IPL".
- * Resolved that Mr. N. Srinivasan, Hon'ble Treasurer, be authorized to open and operate a EEFC (Dollar) Account and EEFC (GBP) Account in the name of "BCCI-IPL".

Members congratulated Mr. Lalit Modi and approved the proposals unanimously.

Prof. Shetty informed the members regarding visit to Sikkim and submitted the report. He informed the members that there was lack of enthusiasm for cricket in the North-East but due to lack of funds their progress is slow. He suggested that BCCI should support Sikkim Cricket Association and other affiliates financially. The house examined the report submitted by Prof. Shetty and unanimously approved the same and decided that full membership cannot be given to Sikkim at this stage.

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MINUTES OF THE FINANCE COMMITTEE MEETING DATED 13.08.2009

A meeting of the Finance Committee of the Board of Control for Cricket in India was held on 13th August, 2009 at 11.00 am at Cricket Centre, Wankhede Stadium, Church Gate, Mumbai.

Attendance:- The following were present:-

1. Mr. Rajeev Shukla	Chairman
2. Mr. Anurag Thakur	Member
3. Mr. Vinay Mruthyunajaya	Member
4. Mr. Subash Joshi	Member
5. Mr. Shashank Manohar	President, BCCI
6. Mr. Sanjay Jagdale	Honorary Jt. Secretary, BCCI
7. Mr. I. S. Bindra	Special Invitee
8. Mr. Lalit Modi	Special Invitee
9. Prof. R. S. Shetty	Chief Administrative Officer, BCCI
10. Mr. M. P. Pandove	Honorary Treasurer, BCCI - Convenor

Leave of Absence:-

The Hon. Treasurer informed that the following members could not come to attend the meeting due to some pre-occupation and leave of absence was granted to them.

1. Mr. N. Srinivasan	Hon. Secretary
2. Mr. Sudhir Nanavati	Member
3. Mr. Ranjib Biswal	Member

At the outset the Chairman welcomed all the members to the meeting of the Finance Committee and extended a special welcome to M/s. I. S. Bindra and Lalit Modi who were attending the meeting as Special Invitees.

Mr. Vinay Mruthyunajaya, member of the Finance Committee observed that as the Financial Statement and audit observations are being tabled in the meeting itself, therefore, the members could not find time to go through the same. He further added that the papers should be circulated in advance so that Members can go through the same. Mr. Lalit Modi remarked that it was the conscious decision of the BCCI not to circulate the accounts of the BCCI in advance as it leads to many avoidable complications. The Hon. Treasurer informed that statutory audit was going on till the first week of August due to very large volume. He further remarked that Books are available at Hon. Treasurer's Office at Mohali and any Finance Committee Member may visit the Office to have a look and to give suggestions, if any.

The Chairman then requested the Hon. Treasurer to take up the formal agenda:-

Item No-1 To approve the Last Finance Committee meeting dated 02.02.2009

The Hon. Treasurer informed the members that the minutes of the last Finance Committee meeting were circulated along with the agendas and hoped that the members must have gone through the same and requested for observations, if any, on the recording of the minutes. Mr. Vinay Hiruthiyunajaya requested the Hon. Treasurer to inform about the merger of BCCI Head Quarter Fund with Infrastructure Subsidy Fund. The Hon. Treasurer informed that in the last Finance Committee meeting the members discussed and resolved that as the construction of BCCI Head Quarter is now complete and there is no need to continue with this fund and resolved to merge the same with Infrastructure Subsidy. Accordingly, the BCCI HQ Fund has been merged with Infrastructure Fund and the consolidated fund has been shown in the Financial Statement. There being no other observation, the minutes of the Finance Committee meeting dated 02.02.2009, proposed by Mr. Anurag Thakur and seconded by Mr. Sanjay Jagdale, were approved unanimously.

Item No-2 The Hon. Treasurer briefed the members about the action taken on the various decisions of the Last Finance Committee as given below:-

a. INDIA TOUR TO AUSTRALIA

The Hon. Treasurer informed the members that prize money from Cricket Australia has still not been received as we are in the process of calculating the tax liability. Mr. P. B. Srinivasan, BCCI Tax consultant informed that for the purpose of depositing tax in Australia, the BCCI has to get itself registered with the Australian Government for which certain documents are to be submitted. The House, after discussions, requested Mr. P. B. Srinivasan to get prepare all the documentation, after signatures of the concerned persons and other formalities, be sent to Australia for further necessary action.

b. INDIA U-19 WORLD CUP

The Hon. Treasurer informed the house that BCCI is in touch with IDI to transfer the prize money and also in the process of reconciliation with ICC. The House requested Mr. I. S. Bindra to take up the matter with ICC for releasing of prize money.

c. PILCOM

The Hon. Treasurer informed the members that the report of the 3 members Committee is still awaited. Mr. I. S. Bindra informed that we had not received any papers in this regard from the Hon. Treasurer of PILCOM. The House discussed the matter and requested Hon. Secretary to take up the matter with Hon. Treasurer, PILCOM who represent Pakistan Cricket Board.

d. PURCHASE OF LAND AT DELHI

The Chairman informed that the matter could not be taken up with Delhi Development Authority (DDA) as there was a case pending in High Court and the same has been decided now. He requested the President to constitute a small Committee as per the decision of the last Finance

Considered a letter by the matter with DCR. The President proposed the names of the Hon. Jaijit Jaitley, Anurag Thakur and Rajeev Shukla as a Members Committee and Hon. Treasurer to take up the matter further. The House discussed and unanimously approved the above constituted committee with Mr. Rajeev Shukla as Convenor and requested the committee to give its report within a month's time i.e. 20.09.2009.

e. TO TAKE NOTE OF RECEIVABLE / PAYABLE TO FOREIGN BOARD.

The Hon. Treasurer informed that the exercise for reconciliation with Foreign Boards is going on and the reconciliation for Cricket Australia, West Indies Cricket Board, Pakistan Cricket Board and Bangladesh Cricket Board account is almost finalized and for other Boards, correspondence is going on.

f. TO TAKE NOTE OF AMOUNTS PAYABLE TO / RECEIVABLE FROM PLAYERS.

The Hon. Treasurer informed that the gross revenue to Jr. Players is still payable for the last few years. The House discussed the matter and decided that BCCI may include women cricketers in the allotment of 2.60% of the gross revenue meant for Jr. Cricketers and the efforts may be made to release the same.

It was decided that the State Associations be requested to send their data for Jr. Players for distribution of Gross Revenue Share. It was also decided that this year onwards i.e. Season 2009-10, Women Cricketers are to be added in the Jr. players list.

g. TO TAKE NOTE OF THE AMOUNT RECEIVABLE FROM SPONSORS / MEDIA RIGHTS.

The Hon. Treasurer informed that there are some old recoverable standing and we are taking up the matter with different Sponsors including raising of invoices and issuance of reminders etc.

h. TO CONSIDER AND DECIDE TO DISCONTINUE COACHING SUBSIDY TO THE STATE ASSOCIATIONS FROM THE YEAR 2009-10.

The Hon. Treasurer informed that as per the decision of the Finance Committee in its last meeting, we have written back the payable on account of coaching subsidy prior to the year 2007-08 and from this year i.e. 2009-10 it has been discontinued.

Item No-3. To consider and recommend draft accounts of the Board for the year ended 31st March, 2009.

The Hon. Treasurer informed the members that the draft accounts of the Board along with auditors report and notes on accounts is placed before the members. He informed the members that due to curtailment of England tour and cancellation of Pakistan tour, the BCCI had the fall in income during the year by Rs.120 Crores. Mr. Lalit Modi remarked that the BCCI should reflect the total income received of IPL and then making contra entries for expenses as against of only reflecting the surplus from IPL. He further remarked that if BCCI takes into account the IPL gross income, it will reflect increase in income from Rs.725 Crores to Rs.1373 Crores. The Committee discussed the matter in detail and resolved that these details be reflected prominently in the Treasurer's Report so as to show the complete picture.

With these remarks the House unanimously recommended the draft accounts of the BCCI for the year ended 31st March, 2009 to Working Committee.

Item No-4 To discuss Auditor's observations and reply thereof and Ratification by Finance Committee on various matters.

The Hon. Treasurer informed the members that the audit observations have been tabled and requested the members to go through the same so that the replies could be given to the Auditors at this stage. Then the Hon. Treasurer requested the Statutory Auditors to join the meeting and Chairman extended a warm welcome to them and requested them to read their queries to which Finance Committee will be responding. Accordingly, the audit observations were discussed by the Committee in detail and point to point replies were given which are attached as Annexure 'A'.

Item No-5 To consider and approve the Budget for the Board of Control for Cricket in India for the year 2009-2010.

The draft budget for the year 2009-10 was circulated to the members. The Hon. Treasurer requested the members to discuss the budget. The House discussed the budget in detail and proposed by Mr. Anurag Thakur and seconded by Mr. Subhash Joshi, the budget was approved unanimously and the Committee recommended the budget for the approval of the Working Committee.

The Finance Committee further decided that out of total receipt for the year ended 31.03.2009 Rs.35,00,00,000/- (Rupees Thirty Five Crores) (Or as may be finally determined at the time of completion of the Assessment) should be accumulated for the purpose of spending the same on the objects of the Board and as stated herein below:-

To promote the game throughout India by organizing Coaching Scheme, Tournaments, Exhibition, Test Matches and by any other manner.

To arrange, organize, control and finance the visits of Indian Cricket Team to other Countries and to arrange, organize, control and finance the visits of Cricket Team of other Countries to India.

To build construct, maintain and repair various stadium and other amenities.

To help junior cricketer, needy cricketers, retiring cricketers, players, umpires and other persons connected with the game of cricket.

To promote cricket by way of loans, grants, subsidy or otherwise to other associations, pursuing the above objects.

To grant infrastructure subsidy to various State Associations for creating infrastructure.

To provide monthly gratis to retired Cricketers and Umpires.

It is further decided that the accumulations be made up to 31.03.2014.

The Finance Committee, after these discussions, proposed by Mr. Anurag Thakur and seconded by Mr. Subash Joshi, recommended the budget of the BCCI for the year 2009-10 along with the resolution of making reserve to the Working Committee for approval.

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Item No-6 To approve and ratify the Infrastructure subsidy to Associations.

The Hon. Treasurer informed the members that as per the list circulated along with the agenda, the BOD had released the infrastructure subsidy to different State Associations, since the last Finance Committee meeting held on 02.01.2009. The details of the Subsidy released is as under:-

Sr.No.	Name of the Association	Amount
1.	Hyderabad Cricket Association	2,94,10,640
2.	Saurashtra Cricket Association	1,65,49,243
3.	Maharashtra Cricket Association	8,14,60,800
4.	Vidarbha Cricket Association	10,75,22,711
5.	Chhattisgarh State Cricket Sangh	50,00,000
6.	Himachal Pradesh Cricket Association	6,94,90,430
7.	Delhi & District Cricket Association	11,82,34,052
8.	Orissa Cricket Association	14,14,43,541
9.	Meghalaya Cricket Association	50,00,000
10.	Arunachal Cricket Association	50,00,000
11.	Bihar Cricket Association	50,00,000
12.	Nagaland Cricket Association	50,00,000
13.	Gujarat Cricket Association	1,94,90,642
14.	Sikkim Cricket Association	50,00,000
15.	Manipur Cricket Association	50,00,000
	Total	61,86,02,509

The House discussed and ratified the same.

Item No-7 To take note of the advance TV Subsidy paid to Associations.

The Hon. Treasurer shared with the members that on the advice of the President and as per past practice, the advance TV Subsidy of Rs.4.00 Crores was released to all eligible associations during the period, as per detail given below:-

Sr.No.	Name of the Association	Amount
1.	Andhra Cricket Association	Rs. 4.00 crores
2.	Assam Cricket Association	Rs. 4.00 crores
3.	Baroda Cricket Association	Rs. 4.00 crores
4.	Cricket Association of Bengal	Rs. 4.00 crores
5.	Delhi and District Cricket Association	Rs. 4.00 crores
6.	Goa Cricket Association	Rs. 4.00 crores
7.	Gujarat Cricket Association	Rs. 4.00 crores
8.	Haryana Cricket Association	Rs. 4.00 crores
9.	Himachal Cricket Association	Rs. 4.00 crores
10.	Hyderabad Cricket Association	Rs. 4.00 crores
11.	J & K Cricket Association	Rs. 4.00 crores
12.	Jharkhand Cricket Association	Rs. 4.00 crores
13.	Karnataka State Cricket Association	Rs. 4.00 crores

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14.	Andhra Pradesh Cricket Association	Rs. 4.00 crores
15.	Madhya Pradesh Cricket Association	Rs. 4.00 crores
16.	Madhya Pradesh Cricket Association	Rs. 4.00 crores
17.	Mumbai Cricket Association	Rs. 4.00 crores
18.	Orissa Cricket Association	Rs. 4.00 crores
19.	Punjab Cricket Association	Rs. 4.00 crores
20.	Rajasthan Cricket Association	Rs. 4.00 crores
21.	Saurashtra Cricket Association	Rs. 4.00 crores
22.	Tamilnadu Cricket Association	Rs. 4.00 crores
23.	Tripura Cricket Association	Rs. 4.00 crores
24.	Uttar Pradesh Cricket Association	Rs. 4.00 crores
25.	Vidharbha Cricket Association	Rs. 4.00 crores

The House discussed and ratified the same.

Item No-8 To approve tour fees paid to officials during different Tours.

The Hon. Treasurer informed the house that as per the decision of the Finance Committee the tour fees for different tours have been released to the support staff except for ICC T-20 World Cup. He further informed that for T-20 tournament, the amount of tour fees has not been ascertained. The House discussed the matter in detail and resolved that the tour fees to the support staff be paid as per ODI Rules.

Item No-9 To take note and ratify the release of Medical Benevolent Fund to ex-first class cricketers and to consider the new applications.

The Hon. Treasurer informed that the medical aid to former cricketers has been released during the year as per detail given below:-

Sr.No.	Name	Amount
1.	B.B. Nimbalkar	81,467
2.	Papan Punjabi	12,560
3.	C.N. Nayudu	45,500
4.	Vivekanand S. Hazare	12,779
5.	K.R. Rajagopal	1,91,537
6.	Ashok Joshi	2,43,256
7.	M. Y. Gupta	20,408
8.	Kalyan Mitter	23,154
9.	D. P. Azad	21,882
	Total	6,52,543/-

Prof. R. S. Shetty requested the members that the cap for medical benevolent fund is too little and we may increase the same. The House discussed the matter and resolved to explore the possibility of having medical insurance for the former cricketers also. The House authorized Prof. R. S. Shetty to study the matter in detail and present its report to the next Finance Committee meeting. The House also ratified the medical benevolent fund released to different ex-cricketers.

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Item No-10 To take note and ratify the release of monthly gratis to ICL players.

The Hon. Treasurer informed the members that after grant of amnesty to ICL Players the BCCI started the monthly gratis to the eligible ex-cricketers. Accordingly, the monthly gratis was resumed to the following eligible persons:-

Sr.No.	Name	Amount
1.	Sandesh Patil	Rs.35,000/-
2.	Madan Lal Sharma	Rs.35,000/-
3.	Bharath Reddy	Rs.25,000/-
4.	E A S Prasanna	Rs.35,000/-
5.	B. S Sandhu	Rs.25,000/-
6.	Pranab Roy	Rs.25,000/-
7.	Rajesh Chauhan	Rs.20,000/-
8.	Ajit Wadekar	Rs.35,000/-
9.	Karsan Ghavri	Rs.35,000/-
10.	Abul Wassan	Rs.25,000/-
11.	Abdul Azeem Khan	Rs.15,000/-

The House discussed and ratified the same.

Item No-11 To approve and make policy for release of tour fee to Women players.

The Hon. Treasurer informed the members that amount is to be determined for tour fees payable to the Senior women Cricketers for International tours. Prof. R. S. Shetty proposed that we may pay Rs.1.00 lac per member per tour to the Senior Women Cricketers and Support Staff. The House discussed and resolved to adopt the proposal of Prof. R. S. Shetty and release the Tour Fee to the Women Cricketers and Support Staff @ Rs.1.00 Lac per member per tour w.e.f 2008-09.

Item No-12 To discuss and decide the remuneration to be paid to support staff of India-A for Triangular Series played between India-A, Australia-A and New Zealand-A during the year.

The Hon. Treasurer briefed the members that the India 'A' team had participated in the test matches and tri-nation series involving India A, Australia A and New Zealand A teams. He further informed that the payments to the support staff has not been released as the amount has not been decided. The House discussed and decided to pay an amount of Rs.1.00 lac per member as Fee for the complete tour i.e. Test matches and Tri-Nation Series.

Prof. R. S. Shetty informed the members that India A team which had participated in Emerging Players Tournament held in Australia had won the Championship and BCCI announced the Bonus. Mr. Rajeev Shukla proposed that we may pay Rs.1.00 Lac per player as bonus to the team including support staff. The House discussed and agreed to the proposal of the Chairman to pay an amount of Rs.1.00 lac per person to the team members and the support staff of India A team who had participated and won the Emerging Players Tournament.

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Item No-13 To ratify the new appointments made in the Honorary Treasurer's office.

The Hon. Treasurer informed about the appointments made in the office of the Hon. Secretary and Hon. Treasurer as per detail given below:-

Sl No	Name of the Employee	DOJ	Designation	Salary
1	Mr. Abhishek Mookherjee	02.04.2009	Manager Accounts & Finance	Rs.35000/- per month
2	Mr. Sandeep Yadav	18.05.2009	Manager Accounts & Finance	Rs.25000/- per month
3	Mr. Nikhil Khanna	25.04.2009	Asstt. Manager	Rs.15000/- per month
4	Mr. Arun Kumar Arya	25.04.2009	Accounts Assistant	Rs.9500/- per month
5	Mr. Avinash Kumar	23.03.2009	Office Boy	Rs.3500/- per month
6	Mr. Sujit Das	06.07.2009	Asst. Manager	Rs.20000/- per month
7	Mr. S. Mirali (Hon. Secretary's Office Staff)			Rs.40000/- per month

The House took note of the same and ratified the appointments.

Item No-14 To ratify payments against Sponsorship to other Sports persons.

The BCCI had released the funds to other sports persons under the scheme for Sponsorship to other Sports Persons, as per details given below:-

Sl No	Name of Sports Person	Amount
1	Mr. Karan Rastogi	Rs.21,62,068/-
2	Mr. Anand Pawar	Rs.9,09,288/-
3	Mr. J. Agnishwar	Rs.10,15,000/-
4	Mr. Aditya Jagtap	Rs.7,22,374/-
5	Mr. Surabhi Tipre	Rs.3,50,000/-
Total Amount		Rs.51,58,750/-

The House ratified the same.

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Item No-15 To formulate accounting policy for write-back of outstanding provisions made in earlier years and no claims have been received against them.

The Hon. Treasurer informed the House that there are many payables standing in the books which are not claimed by the parties neither it looks like that the same would be claimed, therefore BCCI may adopt a policy to write back the same so as to clean the books. He further informed that some of the entries are even 8-10 year old. The House discussed the matter minutely and resolved that any pending claim which is more than 3 years old and don't have any claim, legal case or statutory obligation against it, may be written back on the approval of the Hon. Treasurer and be treated it as Accounting Policy for future.

Item No-16 To take note and approve the purchase of fixed assets in the office of the Honorary Treasurer.

The Hon. Treasurer informed the members that while setting up the Treasurer's Office, the Furniture and Fixture items were purchased as per detail given below:-

1	Toshiba Printer (Xerox Machine) Kits	Toshiba	14.01.2009	778	1	19238
2	Computer Ram	DDR-1 & 2	14.01.2009	779	2	2002
3	Computer	COMPAQ	04.02.2009	791	1	34072
4	UPS	Switch-625	05.02.2009	192	1	2288
5	Steel Rack	Readymade	12.02.2009	269	5	4219
6	Computer Table	Readymade	12.02.2009	269	1	1800
7	Office Table	Readymade	12.02.2009	269	1	3938
8	Glass Almirah	Readymade	12.02.2009	269	1	5925
9	Self Rack	Godreg	19.02.2009	891/24014001	1	14230
10	Computer	COMPAQ	25.02.2009	800	1	32382
11	Laptop	Sony	28.03.2009	826	1	125206
12	UPS	Switch-625	21.02.2009	201	1	2288
13	UPS	BPE	05.06.2009	32	1	2288
14	Computer	COMPAQ	06.06.2009	854	1	34905
Total						Rs.2,84,782/-

He further informed the keeping in view the quantum of work, we have to purchase one new Xerox machine also which will serve as printer and scanner. The House discussed the matter and ratified the

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purchase already made and also gave its approval for purchase of one new Xerox machine with an approx. budget of Rs. 2.00 Lacs keeping in view the increased quantum of work.

Item No-17 To take note of the status of Notices from BCI/A/Income Tax/Service Tax.

The Hon. Treasurer requested Mr. P. B. Srinivasan, BCCI Tax Consultant to brief the members about the various Income Tax and Service Tax matters. Mr. P. B. Srinivasan informed the members that most of the cases in the Income Tax Department are in favour of BCCI except for the issue on interest on Benevolent fund which was disallowed by the Department but decided in favour of BCCI by CIT. He further informed that the Income Tax Department has now filed an appeal in the Tribunal. Mr. P. B. Srinivasan also informed that ITAT (Income Tax Appellate Tribunal) has asked BCCI to file a submission explaining the meaning of Guarantee Money. The BCCI has been provided with one more opportunity to produce documents / evidence before Income Tax Officer (International Tax) to convince the Authorities that Guarantee Money is not of income nature. He further informed that BCCI in 2002 had taken a stand that Guarantee Money is paid to Foreign Boards for meeting the future tour expenses of the Indian team when it tours that Country. The House discussed the matter and requested Mr. P. B. Srinivasan and Head Quarter Office to locate any correspondence / minutes of the ICC / BCCI meetings to substantiate the Board Stand.

Mr. P. B. Srinivasan further informed that TDS Officers had passed a penalty order in September, 2008 for delay in filing of TDS return. He further informed that Board has filed an appeal against the order stating that the delay for late filing was due to non-availability of / late receipt of PAN Numbers of the deductees.

Mr. P. B. Srinivasan apprised the members that due to amendment in Section 2(15) of the Income Tax Act, the Income Tax Officer has sent a communication to BCCI to analyse the amendments and consider if BCCI is covered by the amendment (s) and payment of advance tax, if required. He further informed that BCCI is of the view that BCCI doesn't covered under this amendment, however, TDS deducted by Sponsors, Franchisees and Media Right holders is sufficient to cover any Tax demand that may arises if the activities of BCCI and IPL are treated as business. He further remarked that we would be filing return for the year 2008-09 claiming exemption under scheme 11 as is being done in the past. He concluded that efforts are being made to obtain legal opinion from prominent tax lawyer in this regard.

Mr. P. B. Srinivasan informed the members that TDS has not been deducted on IMG Media for production service as the amount is only for reimbursement of expenses. However, the original bills would be required to substantiate the reimbursement claim. He further informed that the bills have not been received from IMG till date and if the same are not produced, the Income Tax Department may levy interest and penalty on BCCI for non deduction of Tax. The House discussed the matter and requested the IPL Office to procure the same immediately but not later than 31.08.2009 and supply to Mr. P. B. Srinivasan so that the same could be produced to the Department.

IPL-2009 - South Africa

Mr. P. B. Srinivasan informed that BCCI/IPL had discussed with South African Revenue Service (SARS) regarding levy of Tax before the commencement of IPL-2009 and resolved that income earned by BCCI-IPL will not be taxed. However, the income of players would be taxed @ 15%. He further informed that

due to practical difficulties BCCI Tax Consultant is communicating with Franchisees and F.I.D. to identify the defect required for taxation of players and he mentioned that the same will be submitted to SAFC shortly and decision certificate will be obtained by October, 2009. The House took note of the same.

Mr. P. B. Srinivasan also briefed the members about the matter pending in Kolkata High Court in respect of PILCOM / INDCOFA. The members took note of the same.

Service Tax Matter

Mr. S. S. Gupta, Service Tax Consultant informed the members that BCCI had received the show cause notice in October, 2006 from Service Tax Department demanding an amount of Rs.42,81,39,677/- towards service tax of advertising agency services and intellectual property services for the financial year 2005-06. The BCCI had filed the reply, as advised by Service Tax Consultant.

He further informed that BCCI had also received a demand notice for Rs.80,51,04,096/- towards service tax of Sponsorship and licence agreement towards Nike India Pvt. Ltd. and media rights agreement between BCCI and Nimbus Communication Pvt. Ltd. and Intellectual property services for the year 2007-08. The Board has already filed its reply. The Members took note of the same and requested Mr. S. S. Gupta, Service Tax Consultant to pursue the matters with Department.

Item No-18 To take note of the monthly gratis started to ex-cricketers and to ratify the payment of arrears.

The Hon. Treasurer informed the house that during the period the monthly grati was started to the retired ex-cricketers and the arrears was paid as per rules to the following ex-players.

1. Mr. K.N. Anantpradmanavan
2. Col. A.K.Khanna
3. Mr. Krishna Murli Hooda,
4. Mr. Ramesh Thakur
5. Mr. Lalit A. Patel.
6. H. S. Sekhon
7. Preetam Gandhe
8. Kavaljeet Singh
9. Surinder Pal Malik
10. Homal Palia
11. Manjit Singh Mahal
12. I.Sivaram
13. Harvinder Singh
14. Raja Ali
15. Vinayak Kulkarni
16. S. Daniel Manohar
17. Parag Das

The House ratified and took note of the same.

Item No-19 To approve appointment of Internal Auditors for the year 2009-10.

The Hon. Treasurer informed that M/s. P. B. Vijayaraghavan & Co. were Internal Auditor for the year 2008-09 and recommended to reappoint M/s. P. B. Vijayaraghavan & Co as Internal Auditor for the year 2009-10 on the same remuneration as detail given below:-

BCCI	Rs. 10.00 Lacs
NCA	Rs. 2.00 Lacs
IPL	Rs. 3.00 Lacs

The House discussed and unanimously resolved to appoint M/s. P.B. Vijayaraghavan & Co as Internal Auditor for the year 2009-10 and authorised the Hon. Treasurer to Issue the appointment letter along with terms and conditions.

Item No-20 To approve appointment of Service Tax Consultant for the year 2009-10

The Hon. Treasurer informed that Mr. S. S. Gupta, had done a good work as a Service Tax Consultant during the year 2008-09 and recommended to appoint Mr. S. S. Gupta as Service Tax Consultant for the year 2009-10 on an increased retainership fees of Rs.35,000/- per month from April, 2009.

Item No-21 To approve appointment of Statutory Auditors for the year 2009-10.

The Hon. Treasurer informed that M/s. S. B. Billmorja & Co. had done a good work as Statutory Auditors for the year 2008-09 and recommended to reappoint M/s. S. B. Billmorja & Co as Statutory Auditor for the year 2009-10 on the same remuneration as detail given below:-

BCCI	Rs. 20.00 Lacs
NCA	Rs. 5.00 Lacs
IPL	Rs. 5.00 Lacs

The House discussed and unanimously resolved to recommend the appointment of M/s. S. B. Billmorja & Co. as Statutory Auditor for the year 2009-10 to General Body.

Item No-22 To take note of the expenditure incurred on NCA during the year and to consider to recommend to the Working Committee for appraisal of NCA's performance during the year.

The Hon. Treasurer informed the house that there is no technical and financial review of the NCA since its inception. He further shared with the Members that we must take a conscious decision for having the review so as to justify the expenditure being made and the end results being delivered by NCA. The Members agreed with the Hon. Treasurer and requested the President to constitute a small Sub-Committee for taking up the detailed technical and financial review of NCA. The Hon. Treasurer further informed that there is no suitable man in NCA who can get the account entries recorded and maintain

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books in proper shape. He further informed that even Auditors had made a recommendation to appoint suitable person in addition to the existing staff for maintaining the accounts of NCA property. The House discussed and resolved to appoint an Assistant Manager-Accounts for NCA and authorized the Hon. Treasurer to finalize the same.

Item No-23 To ratify the leave encashment paid to Mr. J. K. Seth, Office Superintendent, CAO Office, Mumbai.

The Hon. Treasurer informed the house that BCCI had released an amount of Rs.37,083/- to Mr. J. K. Seth, staff of BCCI Head Quarter, on account of leave encashment as approved by the Hon. Secretary. The members discussed and ratified the same.

Item No-24 Any other points with the permission of the Chair.

GROUND EQUIPMENTS

Prof. R. S. Shetty informed the house that as per the earlier decision, BCCI is considering to develop an additional ground in every State Association keeping in view the Increase in cricketing activities. He further informed that the additional ground equipments will be supplied to State Associations for development and maintenance of its ground and readout the details of equipments. The House discussed and resolved to purchase new additional ground equipments to be supplied to the State Associations, as per list provided by CAO.

UMPING PROJECT

The Chief Administrative Officer, BCCI informed the members that Umpire's Sub-Committee had recommended to have the video coverage of all domestic tournament matches under umpiring project. He further shared with the members that BCCI would be requiring additional cameras and other related equipments for the coverage of junior tournament matches also. The Committee discussed and approved the purchase of equipments including video cameras and advise the CAO to process the same after discussing and negotiating the prices from the Vendors and following proper procedure.

CORPORATE TROPHY

The Finance Committee approved a payment of Rs.5.00 lakhs per match to the venue staging the Corporate Trophy matches. The Committee further agreed to allow the respective State Associations to exploit different commercial revenues during Corporate Trophy tournament matches including advertisement board and tickets. The prize money fixed for Corporate Trophy as under, was also approved by the Finance Committee.

Winners Team	Rs.1,00,00,000/-
Runners Up Team	Rs.50,00,000/-

PRIZE MONEY FOR RANJI TROPHY

The Finance Committee discussed and resolved that in view of prize money of Rs.1.00 Crores announced for Corporate Trophy, the prize money for the Ranji Trophy Tournament should be increased from the cricketing season 2009-10 being the Elite Tournament of BCCI, as under:-

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Winners	Rs.2.00 Crores
Runners Up	Rs.1.00 Crores
Loosing SemiFinalist	Rs.50.00 lakhs each

INFRASTRUCTURE SUBSIDY

The Finance Committee has decided to modify the infrastructure subsidy rules to the extent of deletion of clause that Board should either have lien on the land or the concerned association will give an undertaking that it will abide by the Rules framed under the scheme and in case of failure, the amount so paid shall be recovered from the dues of the Association. However, the State Associations purchase the land will have to send a copy of the registration certificate or deed of the land purchased to the Board

PAYMENT TO IRELAND CRICKET UNION

It was brought to the notice of the Finance Committee that an amount of GBP 94820 is pending for payment to Cricket Ireland on account of additional cost incurred by them on behalf of BCCI for the Ireland Series 2008 Tournament. The amount is outstanding for a long time. The Finance Committee discussed and resolved to pay the additional cost incurred by them to the extent of GBP94820/-

SPECIALIZED COACHING ACADEMY

The Finance Committee approved the establishment of specialized coaching academies for Batsmen, Fast Bowlers and Spinners at Mumbai, Mohali and Chennai respectively and also approved the remuneration up to a maximum of Rs.25.00 lakhs per annum to the Coaches.

MISCELLANEOUS

The Finance Committee recommended an increase in the remuneration of M/S. Dinar Gupte and Sudhir Vaidya from Rs.5,000/- to Rs.10,000/- per month from August, 2009 keeping in view the increase in volume of work.

The Finance Committee approved the scheme submitted by the Hon. Secretary for Provident Fund, Gratuity for Staff of BCCI, NCA and IPL.

The Committee approved the purchase of speed guns for the National Cricket Academy.

The following decisions relating to the CLT-20 was taken by the Finance Committee:-

- The Committee ratified the compensation of Rs.20.80 Crores made to two franchisees namely Rajasthan Royals and Chennai Super Kings @ Rs.10.40 Crores each on account of cancellation of the event out of the Board's Share of CLT-20.
- The Committee approved the expenses incurred by the CLT-20 in 2008 following the cancellation of the event due to terrorist attack on Mumbai.

The Chairman informed the members that the General Body of the BCCI in September, 2007 has approved a decision of the Tour, Programme and Fixtures Committee that all affiliated units which do not have its own stadium either on lease land or land owned by the Association by end of September, 2009 should not be allotted an International match and the subsidy given to the State unit should be kept in a separate account with the Board. The Chairman stated that all such Associations be given an extension of one year to fulfil the condition. The members supported the views expressed by the Chairman because the subsidy paid to the affiliated units is meant to be used for the creation of infrastructure facilities and not to be kept in bank. The Chairman further emphasized that as per the revised guidelines, the Affiliate Units can get the Infrastructure subsidy including for the purchase of land with the total cap of Rs.50 Crores.

There being no other point, meeting ended with a vote of thanks to the Chair