

JSW GMR Cricket Private Limited
(formerly known as *GMR Sports Private Limited*)

Registered Office:
Skip House, 25/1,
Museum Road,
Bangalore 560 025
T +91 80 40534223
F +91 80 22279353
www.delhidaredevils.com
CIN: U92410KA2008PTC051176

November 29, 2018

M/s. BSE Limited,
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai – 400 001

ISIN: INE295P08011

Ref.: DCS/COMP/BM/IP/30/18-19 dated November 29, 2018

Sub.: Intimation under Part B of Schedule III of Regulation 51(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sir,

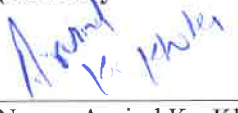
Pursuant to Part B of Schedule III of Regulation 51(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to submit that:

1. there are certain amendments to the information memorandum dated June 5, 2018 as amended from time to time ("**Information Memorandum**") filed by JSW GMR Cricket Private Limited (formerly known as GMR Sports Private Limited) ("**Company**") in relation to INR 5,500,000,000 non-convertible debentures issued by the Company
2. the Company has made the above referred amendments to the Information Memorandum and the Transaction Documents after receipt of written consent from the Debenture Holders in accordance with the debenture trust deed dated June 1, 2018 as amended by way of amendment deed dated September 6, 2018 entered into between the Company and IDBI Trusteeship Services Limited, as the debenture trustee.
3. We have set out the amendments to the Information Memorandum in Annexure 1 hereto for your ready reference.

We request you to kindly take note of it and place the same on records.

We will be glad to provide you any further information that you may require in this regard.

For and on behalf of **JSW GMR Cricket Private Limited**
(formerly known as **GMR Sports Private Limited**)


Name: Arvind Kr. Khater
Company Secretary and Compliance Officer



Corporate Office: New Shakti Bhawan, Building No. 302, New Udaan Bhawan Complex, Opp. Terminal – 3, IGI Airport,
New Delhi – 110 037

Annexure 1

The following paragraphs in the Information Memorandum will stand modified as follows:

Page Number of Information Memorandum	Paragraph/Heading	Existing Paragraph	Revised Paragraph
56	Voluntary Redemption under Prepayment under Paragraph B (<i>Summary of Key Terms</i>) of Chapter 2 (<i>Issue Details</i>)	<p>Voluntary Redemption</p> <p>(a) Subject to Applicable Law, if the Support Provider's appointment as MDO by BLMCL stands terminated, the Company shall have the right (but not obligation) to redeem / (through a third party investor) acquire, the Debentures from the Debenture Holders, pro rata to the Debentures held by each Debenture Holder (each a "Voluntary Redemption").</p> <p>(b) The Company shall provide the Debenture Trustee and each Debenture Holder with a notice of at least 30 (thirty) Business Days prior to the proposed date of any Voluntary Redemption ("Voluntary Redemption Notice"). Such Voluntary Redemption Notice shall contain, amongst others, the</p>	<p>Voluntary Redemption</p> <p>(a) Subject to Applicable Law, only if the Support Provider's appointment as MDO by BLMCL stands terminated, the Company shall have the right (but not obligation) to redeem / (through a third party investor) acquire, the Debentures from the Debenture Holders, pro rata to the Debentures held by each Debenture Holder.</p> <p>(b) The Company shall have the right to redeem the Debentures once during the tenor of the Debentures, for an amount of INR 550,000,000 (Indian Rupees fifty five crores), pro rata to the Debentures held by each Debenture Holder.</p> <p>(c) Subject to Paragraph 5.3(a) and 5.3(b) above, the Company shall provide the Debenture Trustee and each Debenture Holder with a notice of at least 30 (thirty) Business Days (or such shorter notice as may be acceptable to the</p>



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		<p>following information</p> <p>(i) the proposed date of the Voluntary Redemption;</p> <p>(ii) the number of Debentures sought to be redeemed from such Debenture Holder; and</p> <p>(iii) the principal amount and accrued Interest payable on such redemption.</p> <p>(c) Such Voluntary Redemption Notice shall be irrevocable.</p> <p>Within 15 (fifteen) Business Days of the receipt of the Voluntary Redemption Notice, the Debenture Holders shall notify the Company (with a copy to the Trustee) of the Early Redemption Costs payable by the Company. Upon receipt of such notice from the Debenture Holder(s), the Company shall redeem the Debentures mentioned in such notice on the Voluntary Redemption Date and pay the principal amount, accrued Interest and applicable Early Redemption Costs.</p>	<p>Debenture Trustee and each Debenture Holder) prior to the proposed date of any Voluntary Redemption ("Voluntary Redemption Notice"). Such Voluntary Redemption Notice shall contain, amongst others, the following information:</p> <p>(i) the proposed date of the Voluntary Redemption;</p> <p>(ii) the number of Debentures sought to be redeemed from such Debenture Holder; and</p> <p>(iii) the principal amount and accrued Interest payable on such redemption.</p> <p>(d) Such Voluntary Redemption Notice shall be irrevocable.</p> <p>(e) Within 15 (fifteen) Business Days of the receipt of the Voluntary Redemption Notice, the Debenture Holders shall notify the Company (with a copy to the Trustee) of the Early Redemption Costs payable by the Company. Upon receipt of such notice from the Debenture Holder(s), the Company shall redeem the Debentures mentioned in such notice on the</p>



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			Voluntary Redemption Date and pay the principal amount, accrued Interest and applicable Early Redemption Costs.
57	Put Option Date under Paragraph B (Summary of Key Terms) of Chapter 2 (Issue Details)	Option Date 2	Option Date 1 or Option Date 2
57	Put Option Price under Paragraph B (Summary of Key Terms) of Chapter 2 (Issue Details)	<p>(a) On the Option Date 2, the Company may be required to redeem some or all of the outstanding Debentures in full by delivering a put option exercise notice to the Debenture Trustee (with a copy to the Debenture Holders) and by paying the Debt in relation to each Debentures being redeemed and all other amounts payable to the Debenture Holders under the Transaction Documents or otherwise in respect of their Debentures on the Option Date 2.</p> <p>(b) The Put Option Exercise Notice shall specify (i) the number of Debentures to be redeemed, (ii) the Debt payable in relation to each Debenture being so redeemed.</p>	<p>(a) The Debenture Holders may require the Company to redeem some or all of the outstanding Debentures in full by delivering a Put Option Exercise Notice to the Company (with a copy to the Debenture Holders) and by requiring the Company to pay the Debt in relation to each Debenture being redeemed and all other amounts payable to the Debenture Holders under the Transaction Documents or otherwise in respect of their Debentures on the Option Date 2. The Put Option Exercise Notice issued pursuant to this paragraph shall specify (i) the number of Debentures to be redeemed, (ii) the Debt payable in relation to each Debenture being so redeemed, and shall be required to be issued 3 (three) months prior to the Option Date 2.</p>



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			(b) The Debenture Holders may require the Company to redeem all of the outstanding Debentures in full by delivering a Put Option Exercise Notice to the Company (with a copy to the Debenture Trustee) and by requiring the Company to pay the entire Debt in relation to all the Debentures being redeemed and all other amounts payable to the Debenture Holders under the Transaction Documents or otherwise in respect of all of the Debentures on the Option Date 1. The Put Option Exercise Notice issued pursuant to this paragraph shall specify the Debt payable in relation to the Debentures being so redeemed, and shall be required to be issued at least 3 (three) months prior to the Option Date 1.
57	Put Notification Time under Paragraph B (<i>Summary of Key Terms</i>) of Chapter 2 (<i>Issue Details</i>)	3 (three) months prior to the Option Date 2.	3 (three) months prior to the Option Date 2 or 3 (three) months prior to the Option Date 1.
63	Conditions Subsequent under Paragraph B (<i>Summary of Key Terms</i>) of Chapter 2	Within November 15, 2018, a copy of the approval issued by BCCI for creation of Security pursuant to the Deed of Hypothecation. Within 90 (ninety) days from the date on which the	



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	(Issue Details)	'Apex Council' of BCCI is constituted in terms of the constitution of BCCI approved by the Hon'ble Supreme Court of India vide its order dated August 9, 2018 in Civil Appeal No. 4235 of 2014 (<i>Board of Control for Cricket in India and Ors. v. Cricket Association of Bihar & Ors</i>), a copy of the approval issued by BCCI for creation of Security pursuant to the Pledge Agreement, provided if the right to approve the pledge is vested with or delegated to another person, then the period of 90 (ninety) days referred above would commence from the date of appointment of such person.	

