



FUTURE CONSUMER LIMITED

Corporate Office : 3rd Floor, Sobo Brand Factory, Near Haji Ali, Pt. Madan Mohan Malviya Road, Tardeo, Mumbai - 400 034

(T) +91 22 6620 1410

Regd. Office : Knowledge House, Shyam Nager, Off JVLR, Jogeshwari (East), Mumbai - 400 060

(T) +91 22 6644 2200 | (F) +91 22 6644 2201 | www.futureconsumer.in | CIN: L52602MH1996PLC192090

14th August, 2023

To,
Department of Corporate Services
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai-400 001
Scrip Code: 533400

To,
Listing Department
National Stock Exchange of India Limited
Exchange Plaza,
Bandra Kurla Complex,
Bandra (East), Mumbai-400 051
Scrip Code : FCONSUMER

Dear Sir/Madam,

Ref: Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI LODR Regulations”)

On the above subject, we hereby submit the details of agreements in terms of Para 5A of Part A of Schedule III of SEBI LODR Regulations read with Circular no SEBI/HO/CFD-PoD1/P/CIR2023/123 dated 13th July 2023 in **Annexure I** enclosed herewith.

Kindly take the aforesaid on record in compliance with the provisions of Regulation 30 of SEBI LODR Regulations and acknowledge receipt.

Yours truly,
For **Future Consumer Limited**

Manoj Gagvani
Company Secretary & Head – Legal

Encl.: as above



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ANNEXURE I

Disclosure of information pursuant to Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated 13th July, 2023

Sr. No.	Particulars	Remarks
A	Investment Agreement dated 1st July, 2016 and Amended and Restated Investment Agreement dated 16th May, 2019	
1.	If the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity)	Yes International Finance Corporation (“IFC” / “Investor ”). IFC. IFC is not related to the Company.
2.	If listed entity is not a party to the agreement, i. name of the party entering into such an agreement and the relationship with the listed entity; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement.	Not Applicable
3.	Purpose of entering into the agreement;	For investment made by IFC in the Company by subscription to Compulsorily Convertible Debentures and Equity Shares.
4.	Shareholding, if any, in the entity with whom the agreement is executed	IFC holds 10,78,19,921 equity shares
5.	Significant terms of the agreement (in brief);	<ul style="list-style-type: none"> • Agreement by IFC to subscribe to the securities mentioned thereunder at the prescribed price. • Customary consent rights with the Investor <i>inter-alia</i> comprising senior ranking issuance of securities, undertaking liquidation/delisting, change in rights of Investor securities. • Compliance with social and environmental obligations to be undertaken by the Company
6	Extent and the nature of impact on management or control of the listed entity;	Not Applicable
7.	Details and quantification of the restriction or liability imposed upon the listed entity;	As per Point No. 5 above
8.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	Not Applicable
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;	Not Applicable
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	The Compulsorily Convertible Debentures are already converted into equity shares of the Company.
11.	Any other disclosures related to such agreements, viz., details of nominee on the board	IFC has right to appoint nominee director, subject to prescribed holdings in the Company.



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	of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.;	
12.	in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	Not Applicable

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Sr. No.	Particulars	Remarks
B	Unattested Pledge Agreement dated 30th April, 2022	
1.	If the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity)	Yes Axis Trustee Services Limited (“ Axis Trustee ”). Axis Trustee is not related to the Company
2.	If listed entity is not a party to the agreement, i. name of the party entering into such an agreement and the relationship with the listed entity; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement.	Not Applicable
3.	Purpose of entering into the agreement;	To create pledge on investments of the Company in investee companies to secure outstanding dues of the Lenders under the Framework Agreement dated 6 th May, 2021.
4.	Shareholding, if any, in the entity with whom the agreement is executed	Not Applicable
5.	Significant terms of the agreement (in brief);	To provide additional security to the lenders by way of pledge on investments of the Company held in subsidiary and joint venture companies.
6	Extent and the nature of impact on management or control of the listed entity;	None



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7.	Details and quantification of the restriction or liability imposed upon the listed entity;	Restriction on disposal /creation of encumbrance of any nature on investments held by the Company.
8.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	No
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;	Not Applicable
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable
11.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.;	Not Applicable
12.	in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	Not Applicable