FUTURE CONSUMER LIMITED *(Formerly Future Consumer Enterprise Limited)*
**Corporate Office :** 247 Park, Tower "C", 8th Floor, LBS Marg, Vikhroli (W), Mumbai - 400 083
(T) +91 22 6119 0000 | www.futureconsumer.in
**Regd. Office :** Knowledge House, Shyam Nagar, Off JVLR, Jogeshwari (East), Mumbai - 400 060
(T) +91 22 6644 2200 | CIN: L52602MH1996PLC192090

17th March, 2017

To,
Department of Corporate Services
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai-400 001
**Scrip Code: 533400**
**Debt Scrip Code: 951911 / 951913**

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

Dear Sir/Madam,

**Sub.: Issue and allotment of Non-Convertible Debentures**

This is to inform you that the Committee of Directors of the Board of Directors of the Company has on 16th March, 2017, issued and allotted 5,000 Senior, Rated, Listed, Redeemable, Secured, Non-Convertible Debentures (**"NCDs"**) in the form of Separately Transferable Redeemable Principal Parts (**"STRPPs"**) of face value of Rs. 1,00,000/- each for cash at par aggregating to Rs. 50.00 crore (Rupees Fifty Crore Only) to A.K.Capital Finance Private Limited on private placement basis, on receipt of subscription amount from A.K.Capital Finance Private Limited.

The details required to be furnished in terms of Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, are as under:

<table>
<tr><td>i.</td><td>Size of the issue / allotment</td><td>Rs. 50.00 crore</td></tr>
<tr><td>ii.</td><td>Whether proposed to be listed? If yes, name of the stock exchange(s)</td><td>The said NCDs will be listed on the Wholesale Debt Market segment of BSE Limited</td></tr>
<tr><td>iii.</td><td>Tenure of the instrument</td><td></td></tr>
<tr><td></td><td>Date of Allotment/ Deemed date of allotment</td><td>16th March, 2017</td></tr>
<tr><td></td><td>Date of Maturity</td><td>Redemption shall be in 3 installments in the ratio of 30:30:40 at the end of 18th Month, 24th Month and 36th Month respectively from the deemed date of allotment, in Separately Transferable Redeemable Principal Parts ("STRPP")
<table>
<tr><th>STRPP</th><th>Month</th><th>Date</th><th>Amount (In %)</th></tr>
<tr><td>1</td><td>18</td><td>16-Sep-18</td><td>30%</td></tr>
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<table>
<tr><td>iv.</td><td>Coupon/interest offered, schedule of payment of coupon/interest and principal</td><td>Series I</td><td>Series II</td></tr>
<tr><td></td><td>Coupon Rate</td><td>11.00% p.a.</td><td>10.55% p.a.</td></tr>
<tr><td></td><td>Schedule of payment of coupon</td><td>Payable Annually on 16th March every year & on Redemption</td><td>Payable Quarterly on 16th March, 16th June, 16th September & 16th December every year & on Redemption</td></tr>
<tr><td></td><td>Schedule of payment of principal</td><td colspan="2">Redemption shall be in 3 installments in the ratio of 30:30:40 at the end of the 18th Month, 24th month & 36th month respectively from the deemed date of allotment, in Separately Transferable Redeemable Principal Parts (STRPP)
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<tr><td>v.</td><td>Charge/security, if any, created over the assets</td><td colspan="2">Following security shall be created in favour of the Debenture Trustee:<br>A. First pari passu charge on fixed assets of the Company and/or its subsidiaries, to the extent of 1.25 times of outstanding borrowing through NCDs to be maintained at all times till the maturity of NCDs.<br>B. Unconditional & Irrevocable personal guarantee of Mr Kishore Biyani (Promoter) for the Interest, Principal amount & other dues, till the time the NCDs are outstanding<br>C. Post dated/ Undated cheques (covering principal as well as interest) signed by an Authorised Signatory as authorised by the Board of Directors of the Issuer, in favour of Debenture Trustee<br>Security mentioned in point (A) above shall be created and perfected in favor of the Debenture Trustee within 3 months from the Deemed date of allotment.<br>The Security mentioned in (B) and (C) above shall be executed/ deposited in favour of the Debenture Trustee prior to the pay-in date.</td></tr>
<tr><td>vi.</td><td>Special right/interest/privileges attached to the instrument and changes thereof</td><td colspan="2">None</td></tr>
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| | | |
|---|---|---|
| vii. | Delay in payment of interest / principal amount for a period of more than three months from the due date or default in payment of interest / principal | Without prejudice to any other rights and remedies available to the Debenture Trustee pursuant to the terms of Transaction Documents:<br><br>a) If, at any time, a Payment Default occurs, the Company agrees to pay additional interest at the rate of 2% (Two Percent) per annum over and above the applicable Interest Rate on all amounts outstanding under the relevant series of Debentures/STRPPs (including the Outstanding Principal Amounts and any accrued but unpaid interest) from the date of occurrence of such a Payment Default until such Payment Default is cured or the Debentures /STRPPs are fully redeemed.<br><br>b) If the Company fails to execute the Debenture Trust Deed and Deed Of Hypothecation on or before the expiry of 3 months from the respective Issue Closure Date , then the Company shall, at the option of the Debenture Holders, either (i) return the subscription amount with the agreed rate of interest or (ii) pay additional interest at the rate of 2% (Two Percent) per annum above the applicable Interest Rate on all amounts outstanding under the STRPPs (including the Outstanding Principal Amounts and any accrued interest) from the Issue Closure Date until such time the deed is executed and the conditions prescribed by Debenture Holders (if any) have been complied with.<br><br>c) If, at any time, a breach of any Covenant(s) occurs, the Company agrees to pay additional interest at the rate of 2% (Two Percent) per annum over and above the applicable Interest Rate on all amounts outstanding under the relevant series of Debentures/STRPPs (including the Outstanding Principal Amounts and any accrued but unpaid interest) from the date of occurrence of such a breach, until the Debentures /STRPPs are fully redeemed or till the covenants criteria has been replenished. |
| viii. | Details of any letter or comments regarding payment/non-payment of interest, principal on due dates, or any other matter concerning the security and /or the assets along with its comments thereon, if any | Not Applicable |

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<tr><td>ix.</td><td>Details of redemption of preference shares indicating the manner of redemption (whether out of profits or out of fresh issue) and debentures</td><td>Redemption shall be in 3 installments in the ratio of 30:30:40 at the end of the 18th Month, 24th month & 36th month respectively from the deemed date of allotment, in Separately Transferable Redeemable Principal Parts (STRPP)
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<tr><td>x.</td><td>Any cancellation or termination of proposal for issuance of securities including reasons thereof.</td><td>None</td></tr>
</table>

Kindly take the same on record and acknowledge receipt.

Yours truly,
For **Future Consumer Limited**
*(formerly Future Consumer Enterprise Limited)*

**Manoj Gagvani**
**Company Secretary & Head – Legal**