

By Speed Post, Acknowledgment Due and By E-mail

RBL/DEL/SAG/343/2022

November 14, 2022

<p>1. M/s. Future Consumer Limited (Erstwhile M/s. Future Consumer Enterprise Limited) Having registered address:</p> <p>Knowledge House, Shyam Nagar, Off Jogeshwari Vikhroli Link Road, Jogeshwari (E), Mumbai 400 060</p> <p>Also at: 505, 5th Floor, #34 DLF Industrial Area, Opp. Metro Pillar No. 317, Near Moti Nagar Metro Station, Kirti Nagar, New Delhi 110 015</p> <p>Email: Amitkumar.agarwal@futuregroup.in Rajendra.Bajaj@futureconsumer.in</p> <p>...Addressee No. 1</p>	<p>2. Mr. Kishore Biyani (Guarantor) 406, Jeevan Vihar, Manav Mandir Road, Malabar Road, Mumbai 400 006</p> <p>Also at: 5th Floor, Sobo Central, 28, PT. Madan Mohan Malviya Road, Tardeo, Mumbai – 400 034</p> <p>Email: Kishore.Biyani@futuregroup.in ceoffice@futuregroup.in</p> <p>...Addressee No.2</p>
<p>3. M/s. Appu Nutritions Private Limited (Mortgagor) Having registered address at: Joseph Chemmanur Hall, 1st Cross, 1st Stage, Indiranagar, Bangaluru 560 038</p> <p>Email: Amitkumar.agarwal@futuregroup.in Rajendra.Bajaj@futureconsumer.in</p> <p>...Addressee No. 3</p>	

Dear Sir(s) / Madam,

SUBJECT: Demand Notice issued under section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (“SARFAESI Act”) read with the Security Interest (Enforcement) Rules, 2002 (“Rules”) framed thereunder (“Demand Notice”).

- We, RBL Bank Limited (“Bank”) refer to the sanction letter dated 11.09.2015 issued in favour of you **M/s. Future Consumer Ltd.**, (Erstwhile M/s. Future Consumer Enterprise Limited) (“Borrower”) and loan and security agreement(s), executed by and amongst, the Borrower and

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RBL Bank Limited

Zonal Office : Upper Ground Floor, Hansalaya Building, 15, Barakhamba Road, Connaught Place, New Delhi - 110001 | Tel.: +91 011 49365500

Registered Office : 1st Lane, Shahupuri, Kolhapur - 416001, India | Tel.: +91 2316650214 | Fax : +91 2312657386

CIN : L65191PN1943PLC007308 . E-mail: customer@rblbank.com



Addressee No. 2 in favour of the Bank for availing credit facilities aggregating to INR 20,00,00,000/- (Rupees Twenty Crores Only). Subsequently, the said credit facilities, granted to the Borrower were revised/ modified/renewed/reduced/enhanced, from time to time, and lastly vide Sanction Letter dated 18.05.2019, details of the credit facilities so granted are provided as under:

Nature of Facility	Sanctioned Limit (INR in Crores)
Secured Rupee Term Loan	47.725
Working Capital Demand Loan (WCDL)	90.00
Cash Credit (sub-limit of WCDL)	(36.00)
Purchase Bill Discounting (PBD) (sub-limit of WCDL)	(90.00)
Purchase Invoice Discounting (PID) (sub-limit of WCDL)	(45.00)
Letter of Credit (inland / foreign) (Sight and usance) (sub-limit of WCDL)	(90.00)
Loan Equivalent Risk	5.00

- In consideration of the Bank granting the Credit Facilities to the Borrower, you Addressee No. 2 (“**Guarantor**”), jointly and severally, have guaranteed, from time to time, the due repayment of the Credit Facilities, along with interests, costs, charges, expenses and/or other monies due to the Bank, as per the Transaction Documents in the event of default of the Borrower to pay the same.
- Further, to secure the Credit Facilities being Secured Rupee Term Loan, you, Addressee No. 3 (“**Mortgagor**”) had inter alia created mortgage on the immovable property, by way of deposit of title deeds, duly recorded by way of *Memorandum of Entry by Deposit of Title Deeds dated 10.08.2018*, description of which is detailed in **Part-A of Annexure I** hereunder (“**Mortgaged Asset**”). Further, you, Addressee No. 1 also hypothecated the movable assets/current assets, description of which is detailed in **Part-B of Annexure I** hereunder (“**Hypothecated Asset**”), to secure all the Credit Facilities as mentioned above.
- Thereafter, as the Borrower experienced stress due to the onslaught of COVID-19, the Borrower had approached all lenders including the RBL Bank seeking to invoke provisions of RBI Circular dated 6th August 2020 being the “Resolution Framework for Covid -19- related Stress” and requested for implementation of One-time Restructuring of Facilities under a resolution plan.
- Acceding to the request of the Borrower, the lender’s approved and implemented the One Time Restructuring of credit facilities enjoyed by the Borrower from all the lenders under an approved Resolution Plan and accordingly the RBL Bank’s facilities were restructured (“**Restructured Facility**”) as per sanction letter dated 05.05.2021, details of the Restructured Facility along with the present outstanding dues are as under:

Nature of Facility	Sanctioned Limit (INR)	Outstanding Amount as on 31.10.2022* (INR)
Secured Rupee Term Loan	38,63,00,000.00	15,66,59,539.00



Nature of Facility	Sanctioned Limit (INR)	Outstanding Amount as on 31.10.2022* (INR)
Working Capital Demand Loan (WCDL)	63,00,00,000.00	40,06,79,218.87
Cash Credit (sub-limit of WCDL)	(23,00,00,000.00)	-
Funded Interest Term Loan (FITL for TL)	2,38,00,000.00	2,28,93,356.98
Funded Interest Term Loan (FITL for WCDL/CC)	3,70,00,000.00	2,73,34,120.64
Total	1,07,71,00,000.00	60,75,66,235.49

6. That with respect to the Restructured Facility you Addressee No. 1 and 2 executed common OTR documents in favour of all the financial institutions. It was stipulated therein that the exclusive securities held by RBL Bank would be realised exclusively by the bank. Further, in consideration of the Bank granting the Restructured Facility to the Borrower, you Addressee No. 2 (“Guarantor”), have again guaranteed the due repayment of the Restructured Facility, along with interests, costs, charges, expenses and/or other monies due to the Bank, as per the Transaction Documents in the event of default of the Borrower to pay the same. Also, to secure the Restructured Facility specifically being Funded Interest Term Loan (FITL for Term Loan), you, Addressee No. 3 (“**Mortgagor**”) inter alia extended the mortgage charge over the already mortgaged immovable property for the Secured Rupee Term Loan, by way of Memorandum of Entry for Simple Mortgage dated 07.05.2021, description of which is detailed in **Part-A** of **Annexure I** hereunder (“**Mortgaged Asset**”). Further, you, Addressee No. 1 through Addressee no.2 also extended the hypothecation charge over the movable assets/current assets, description of which is detailed in **Part-B** of **Annexure I** hereunder (“**Hypothecated Asset**”), in order to secure the Restructured Facility. The Mortgaged Asset and Hypothecated Assets, intended to be enforced under the provisions of SARFAESI Act, shall be together referred to as “**Secured Assets**”.
7. All the sanction/renewal letters, loan and security agreements executed by the Borrower and Addressee No. 2 and 3, in favour of the Bank, in respect of the Credit Facilities, including the restructuring OTR documents executed in favour of the lenders are hereinafter collectively referred to as “**Transaction Documents**”.
8. Please note that the Borrower was required to comply with the terms and conditions of the Transaction Documents specially the Framework Agreement for the OTR, including timely regularisation of account, repayment of the Credit Facilities including overdue amounts and payment of interest thereon. However, the Borrower has failed to maintain financial discipline as per the Transaction Documents with respect to the Credit Facilities and failed to regularise the account, within the stipulated time period as per extant RBI guidelines being Resolution Framework for Covid – 19 Related Stress dated 06.08.2020. However the loan accounts were not regularised. Hence the loan account of the Borrower, has been classified as a non-performing asset (“**NPA**”) w.e.f. June 30, 2021 by the Bank, in accordance with the directions/extant guidelines issued by the Reserve Bank of India from time to time.
9. In view of the continuing defaults committed by the Borrower in repayment of Credit Facilities, you Addressee No. 2 are also liable to repay the outstanding dues payable by the Borrower to the



Bank as per terms of the Deed of Guarantee, wherein it has been specifically, irrevocably, unequivocally and unconditionally agreed that the liability of the Guarantors shall be joint and several and co-extensive with the Borrower.

10. In view of the defaults committed by the Borrower, the Bank vide its Loan Recall and Invocation of Guarantee Notice dated 31.10.2022 bearing ref no. RBL/DEL/SAG/339/2022 (“LRN”) had recalled the Credit Facilities and invoked the guarantees issued by you Addressee No. 2. Further, vide the said LRN you Addressee No. 1 in your capacity as Borrower and you Addressee No. 2 in your capacity as Guarantor were called upon to jointly and severally pay an amount of INR **60,21,59,346.49** (Rupees Sixty Crore Twenty One Lakh Fifty Nine Thousand Three Hundred Forty Six and Paise Forty Nine Only) to the Bank outstanding as on 30.09.2022, together with further interest calculated at contractual rate thereon from 01.10.2022, plus penal and other interest and amounts as per the Transaction Documents till payment thereof, within 7 (seven) days from the date of receipt of the LRN. However, despite receipt of the LRN, you Addressee No.1 and 2 have failed to comply with the demand till date.
11. In view thereof, the Bank has now become entitled to and does issue this statutory notice to you under section 13(2) of the SARFAESI Act and hereby calls upon you Addressee no. 1 and 2 in the capacity of Borrower and Guarantors, to jointly and severally, pay to the Bank, within 60 (sixty) days from the date of this notice, an amount aggregating to of INR 60,75,66,235.49 (Rupees Sixty Crore Seventy Five Lacs Sixty Six Thousand Two Hundred Thirty Five and Paise Forty Nine Only) as detailed in **Annexure II** below, outstanding as on 31.10.2022 (“**Outstanding Amount**”), along with further interest thereon from 01.11.2022, plus penal and other interest and amounts as per the Transaction Documents till payment thereof. Addressee No. 1, 2 and 3 are hereby informed that in the event you Addressee No. 1 to 2, fail to comply with the demand as aforesaid, the Bank, as a secured creditor shall be entitled to enforce its security interest in respect of the Secured Assets, without intervention of the Court or Tribunal, by taking recourse to one or more of the measures under the SARFAESI Act, including but not limited to, taking over possession and /or management of the Secured Assets including the sale of the Hypothecated Assets of Addressee No. 1 and Mortgaged Asset of Addressee No.3 for realising its outstanding dues at your own risk as to the cost and consequences thereof.
12. Please note that after receipt of this notice, in terms of section 13(13) of the SARFAESI Act, you all are prohibited to transfer by way of sale, lease or otherwise (other than in the ordinary course of your business) any of the Secured Assets, without prior written consent of the Bank. Any contravention of the provisions of the SARFAESI Act, will therefore render the Borrower, Mortgagor responsible for the offence, liable to punishment and/or penalty in accordance with the SARFAESI Act.
13. The undersigned has been duly appointed as Authorised Officer by the Bank under the provisions of the SARFAESI Act and the Rules.
14. Further, the Bank, invites your attention to provisions of section 13(8) of the SARFAESI Act, in respect of the time available for redemption of the Secured Assets.



15. It is further informed, that this Demand Notice is without prejudice to rights and remedies available to the Bank under applicable law or in contract or both, as a lender/secured creditor of the Borrower. This Demand Notice shall not be construed as waiver of any other rights and remedies which the Bank has/may have for recovery of the aforementioned outstanding dues, as well as Bank's right to make further demands in respect of sums due and payable by you all in respect of the Credit Facilities.

Yours faithfully,

For RBL Bank Ltd.



**Authorised Officer
Ratnesh Shukla**



Copy For Information:

1. **M/s. State Bank of India Limited (Facility Agent under OTR)**
Mr. Baikunthnath Sahoo
Commercial Branch at Justice G.N. Vaidya Marg,
Horniman Circle, Fort, Mumbai – 400001.
Email: amt1.cbmmum@sbi.co.in
2. **M/s. Axis Trustee Services Limited (Security Trustee under OTR)**
Mr. Rahul Vaishya
Axis Trustee Services Limited, The Ruby, 2nd Floor, SW 29,
Senapati Bapat Marg, Dadar (W), Mumbai – 400028.
Email: rahul.vaishya@axistrustee.in
3. **M/s. Catalyst Trusteeship Limited (Agent of Security Trustee)**
GDA House, Plot No. 85, Bhusari Colony (Right), Kothrud, Pune – 411038.

Also at:

Office No. 83-87, 8th Floor, Mittal Tower, B Wing, Nariman Point, Mumbai – 400021.

Also at:

213, 2nd Floor, Naurang House, 21, Kasturba Gandhi Marg,
New Delhi – 110001.

ANNEXURE I

DESCRIPTION OF SECURED ASSETS INTENDED TO BE ENFORCED

PART-A

DESCRIPTION OF MORTGAGED ASSETS

Description	Owned By
<p>Item No. 1: First charge over the land and building being all that piece and parcel of immovable property bearing Plot No. 13 situated in Veerasandra Industrial Area, formed in Sy. Nos. 28, 29 & 30, Veerasandra Village, Attibele Hobli, Anekal Taluk, banglore District, measuring in all 44116 Sq. Ft. (4100 Sq. Mtrs.), consisting of Ground Floor, mezzanine Floor and First Floor, measuring on the North 121.50 Mtrs., on the South 126 Mtrs., on the East 33.60 Mtrs. And on the West 32.60 Mtrs., together with all rights, appurtenances, whatsoever underneath or above the surface and bounded on the: EAST by: Private Land WEST by: Road NORTH by: Plot No. 12 SOUTH by: A Portion of Plot No. 26</p>	<p>M/s. Appu Nutritions Private Limited (Addressee No. 3)</p>

PART-B

DESCRIPTION OF HYPOTHECATED ASSET

Description	Owned By
<ul style="list-style-type: none"> First Pari passu charge on all the current assets of the company both present and future. Second Pari passu charge over movable fixed assets of the company both present and future for all the financial facilities. <p>Description: The whole of the current and movable fixed assets of the Borrower, including stocks, book debts, raw materials, goods-in-process, semi-finished and finished goods, consumable stores and spares and such other movables, plant and machinery, computers, furniture and fixtures, machinery spares, tools and accessories and other assets, both present and future of the Borrower wherever situated, whether installed or not, and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of the security of the se presents be brought into or upon or be stores, or be held by any party to the order or disposition of the Borrower, or in the course of transit, or on high seas or on order of delivery, howsoever and wheresoever in the possession of the Borrower and whether by way of substitution, replacement, conversion, realisation or addition or otherwise howsoever and wheresoever with all benefits, rights and incidentals attached thereto which are now or shall at any time be owned by the Borrower, whether present or future, including without limitation.</p> <ul style="list-style-type: none"> Senior first ranking pari passu charge / hypothecation over the "Golden Harvest" brand including all its present and future rights, title 	<p>M/s. Future Consumer Limited (<i>erstwhile M/s. Future Consumer Enterprise Limited</i>) (Addressee No. 1)</p>



and interest in and to the Brand Assets owned by Addressee No. 1 for the Secured Rupee Term Loan and Funded Interest Term Loan (FITL for TL).

Description of Brand Assets:

“Brand Assets” means all rights, title and interest of the Company in relation to the Brand including any future line-extensions and goodwill of the Company in respect thereof.



Annexure II
Details of Outstanding dues

Details of the Credit Facilities	Principal Outstanding as on [•]	Rate of Interest % p.a	Unpaid Interest upto 31.10.2022	Unpaid Penal Interest upto 31.10.2022	Total Interest Charged (INR)	Total Outstanding dues as on 31.10.2022
A/c No.						
909000051497	15,12,50,000.00	10.50%	53,95,568.00	13,971.00	54,09,539.00	15,66,59,539.00
909000182577	2,22,15,436.98	8.25%	6,31,037.00	46,883.00	6,77,920.00	2,28,93,356.98
909000182586	90,25,375.94	8.25%	2,56,159.00	19,736.00	2,75,895.00	93,01,270.94
909000182595	1,74,97,959.70	8.25%	4,96,625.00	38,265.00	5,34,890.00	1,80,32,849.70
909000207308	28,84,78,454.87	8.85%	85,90,321.00	4,89,540.00	90,79,861.00	29,75,58,315.87
909000207681	10,00,00,000.00	8.85%	29,50,972.00	1,69,931.00	31,20,903.00	10,31,20,903.00
Total	58,84,67,227.49		1,83,20,682.00	7,78,326.00	1,90,99,008.00	60,75,66,235.49

