DETAILED INVITATION FOR EXPRESSION OF INTEREST FOR SUBMISSION OF RESOLUTION PLAN FOR FUTURE CONSUMER LIMITED

Registered Office: Knowledge House, Shyam Nagar, Off Jogeshwari-Vikhroli Link Road (JVLR), Jogeshwari (East), Mumbai – 400 060, Maharashtra, India

SNAPSHOT OF THE CORPORATE DEBTOR

Name	Future Consumer Limited ("**FCL**" / "**Corporate Debtor**")
ROC Code	Registrar of Companies – Mumbai
CIN	L52602MH1996PLC192090
PAN	AABCS0279B
Date of Incorporation	10th July 1996
Industry	Business of FMCG, food and processed food products.
Registered Office	Knowledge House, Shyam Nagar, Off Jogeshwari-Vikhroli Link Road (JVLR), Jogeshwari (East), Mumbai – 400 060, Maharashtra, India.
Authorised Share Capital	INR 5,073.36 crores
Paid Up Share Capital	INR 1,198.22 crores
Directors of the corporate debtor	1. Lynette Robert Monteiro 2. Samson Charuvil Samuel 3. Preeti Singhal 4. Shivangi Sharma 5. Jayshree Prajapati
Activities	FCL is a part of the Future Group and operates in FMCG, Food and processed food products. The Corporate Debtor's line of business includes branding, marketing, sourcing, manufacturing, and distribution of basic foods, ready-to-eat meals, snacks, beverages, dairy, personal hygiene, and home care products of private label brands of the Future Group (such as Premium Harvest, Golden Harvest, Ektaa, Clean mate, Caremate, Tasty Treat, Fresh & Pure, and Voom) and other brands like Sunkist and Sach, primarily through Future group formats and outlets in urban and rural areas across India.

Source - As per the data received from the Corporate Debtor and as per the records of the Ministry of Corporate Affairs.

Corporate Insolvency Resolution Process (CIRP):

FCL is currently undergoing corporate insolvency resolution process ("**CIRP**") as per the provisions of the Insolvency & Bankruptcy Code, 2016 ("**IBC**" / "**Code**") pursuant to an order of the Hon'ble National Company Law Tribunal, Mumbai Bench ("**NCLT**") dated 8th July 2026. The company petition for initiation of CIRP was filed by Resurgent India Special Situations Fund, Financial Creditor under Section 7 of IBC, and Aegis Resolution Services Private Limited (IBBI Registration No. IBBI/IPE-0118/IPA-1/2022-2023/50041), through its authorised signatory Mr. Avil Menezes, was appointed as the Interim Resolution Professional ("**IRP**") of FCL.

Subsequently, the Committee of Creditors ("**CoC**"), at its 1st meeting held on 6th August 2026, resolved to appoint the IRP as the Resolution Professional ("**RP**") of FCL.

The CoC, at its 2nd CoC meeting held on 27th August 2026, resolved to issue a Form G, inviting interested prospective resolution applicants to submit their expressions of interest for the submission of resolution plans for FCL.

The RP hereby invites Expression of Interest ("**EOI**") from prospective resolution applicants ("**PRA**") for the purpose of submission of a Resolution Plan in accordance with Section 25(2)(h) of IBC read with Regulation 36A of Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 ("**CIRP Regulations**"). The eligibility criteria are determined with the approval of the Committee of Creditors of FCL and may be amended or changed at any stage at the discretion of the CoC. The RP/CoC reserves the right to cancel or modify the process and/or reject/ disqualify any interested party/bid/offer at any stage of the CIRP without assigning any reason and without any liability whatsoever, and no PRA shall have a vested right in the process. This is not an offer document. PRA should regularly contact RP at CIRP Future Consumer Limited irp.fcl@aegisipe.com / avil@caavil.com) to keep themselves updated on classifications, amendments, or extensions of time, if any.

This is the detailed invitation for Expression of Interest referred to in Regulation 36A (3) and (4) of the CIRP Regulations.

1. Eligibility Criteria Under Section 25(2)(h)

To be eligible to submit an EOI, the PRAs must satisfy the following eligibility criteria, as approved by the CoC inaccordance with Section 25(2)(h) of the Code at the individual level or group level.

A. For all the PRAs

The non-interest-bearing refundable plan participation fees for all the PRAs shall be INR 2,00,00,000 (Indian Rupees Two Crore Only), which shall be submitted at the time of submission of the EoI.

B. For PRA'S that are Body Corporates/ Individuals/ Consortium of Investors, whether incorporated in India or outside India

Sr. No.	**Legal Status of Resolution Applicant**	**Eligibility Criteria**
1.	Body Corporates/ Individuals/ Consortium of Investors, whether incorporated in India or outside India	Minimum Tangible Net worth ('TNW') INR 100,00,00,000 (Indian Rupees One Hundred Crore Only) as on 31st March 2026

Immediately completed preceding Financial Year shall mean Financial Year 2025-26.

C. For PRA's that are Asset Reconstruction Companies

Minimum Net Owned Funds ("**NOF**") of INR 1000 Crores (Indian Rupee Thousand Crores) as on 31st March 2026.

D. For PRAs that are Financial Institutions/Private Equity Funds, Non-Banking Finance Companies/Other financial investors, including consortium investors:

a) Minimum Assets Under Management (AUM) of INR 500,00,00,000 (Indian Rupees Five Hundred Crore Only) as on 31st March 2026.

AND/OR

b) Committed funds available for deployment/investment of at least INR 500,00,00,000 (Indian Rupees Five Hundred Crore Only) as on 31st March 2026.

Note:

- Bidders shall demonstrate the ability to infuse funds.

- Calculation of Tangible Net Worth/AUM/ net owned fund criteria, etc., shall be calculated as per the latest available audited annual accounts, which shall not be earlier than 31st March 2026 and shall be duly certified by a statutory auditor of the Interested Party/practicing Chartered Accountant. Provided that entities with their financial year ending on a date other than 31st March 2026 may demonstrate eligibility based on the latest audited annual accounts not older than 31st December 2025.

- Entities where audited financials are not available may demonstrate eligibility (a) by submission of a certificate showing calculation as on 31st March 2026, duly certified by a statutory auditor of the Interested Party/practicing Chartered Accountant or (b) based on the latest audited annual accounts not older than 31st March 2025.

- Net Worth shall be computed as the aggregate value of paid-up share capital and all reserves created out of theprofits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, and does not include capital reserves, including reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

2. <u>Prospective Resolution Applicants to the invitation should satisfy the conditions as specified under Section 29(A) of IBC to be considered as PRAs.</u>

Please note that a PRA will not be eligible to submit the EOI if he/she/it or any person acting jointly or in concert with him/her/it is disqualified under Section 29A of the Code (as amended from time to time, including extant law/ regulations prevailing at the time of evaluation of eligibility criteria or amendments thereafter). In the case of a Consortium, each member of the Consortium should be eligible under Section 29A of the Code.

As of the date, the disqualifications under Section 29A of the Code are set out in Annexure 'A' hereto.

In the event that the PRA is eligible to avail the exemption under Section 240A of the Code, the same shall be explicitly disclosed in the EoI documents.

3. <u>Last Date of Submission Of EOI</u>

The last date for EOI submission is 27th September 2026. ("**Last Date**").

Provided that the RP may extend the Last Date, with approval of the CoC (at its sole discretion). Further, the RP may (with CoC approval) have the right to accept or reject any EOI submitted after the Last Date.

4. <u>Submission of EOI</u>

The EOI submitted by PRA's should be unconditional and accompanied by all the relevant annexures, documents/information mentioned in their detailed invitation and/or as per the provisions of the Code.

a. Expression of Interest (EOI) is invited in a sealed envelope superscripted as **<Expression of Interest for Future Consumer Limited>,** in the format as set out in **Annexure B** hereto.

b. PRAs should meet the Eligibility Criteria as set out in point 1 above.

c. Along with the EOI, all Interested Parties shall be required to provide a participation fee in the form of a non-interest-bearing refundable deposit by way of direct bank deposit ("**Refundable Deposit**") in the bank account of the Corporate Debtor. The details of the designated bank account shall be provided to the Interested Parties upon request through email.

d. Except if invoked earlier, the Refundable Deposit shall be refunded (without interest)/ within 7 business days of the following:

   i. Rejection of EOI of such PRA and/or non-inclusion of the PRA in the final list of eligible PRAs;

   ii. Withdrawal of the PRA from the resolution plan process (where such withdrawal is notified to the Resolution Professional in writing) before the submission of the resolution plan;

   iii. PRA failing to submit the clarification on any EOI document or the resolution plan by the respective due dates; or

   iv. The CoC decides to scrap the current resolution plan submission process.

e. An Undertaking in the format attached as **Annexure 'C'**.

f. A Confidentiality Undertaking in the format attached as **Annexure 'D'**.

g. PRAs shall submit the EOI along with the supporting documents and requisite details of the applicant asset out in **Annexure 'E'**.

h. EOI shall be submitted in the following manner:

   i. Electronically at irp.fcl@aegisipe.com with a copy to avil@caavil.com

And

ii. Hard Copy of the EOI and the supporting documents shall be submitted to following corresponding address:

Aegis Resolution Services Private Limited, Resolution Professional of Future Consumer Limited

106, Atrium 2, Cross Road A, Chakala, MIDC, Andheri East, Mumbai 400093.

5. <u>Consortiums</u>

Where the EOI is being submitted by a consortium of joint bidders ("**Consortium**"), the EOI, along with all undertakings submitted, shall be signed by each member of the Consortium. Please further note that:

a) A Person cannot be part of more than 1 (one) consortium submitting the EOI for the Corporate Debtor. Further, a Person shall submit only 1 (one) EOI, either individually as a PRA or as a constituent of a Consortium.

b) The Consortium shall submit a copy of the consortium agreement/MOU, if any, entered into between the Consortium members, setting out the respective obligations of the Consortium members.

c) Each member of the Consortium shall nominate and authorise a Lead Partner/Lead Member to represent and act on behalf ofthe members of the Consortium. Such Lead Partner/Lead

Member shall be the single point of contact on behalf of the Consortium with the Resolution Professional and the CoC, their representative and advisors in connection with all matters pertaining to the Consortium.

d) The members of the Consortium shall be jointly and severally liable in respect of obligations under the EOI/undertakings given to the Resolution Professional.

e) If any 1 (one) member of the Consortium is disqualified under Section 29A of the Code, then the entire Consortium, i.e., all the members of such Consortium, shall stand disqualified.

f) The EOI must detail the members of the Consortium, the Lead Partner/Lead Member and the proposed percentage holdingof each member.

g) Lead Partner/Lead Member of the Consortium shall be identified at the time of submission of the EOI and shall hold at least a 26% share in the Consortium.

h) No change of Lead Partner/Lead Member or any member whose financials have been considered towards the eligibility criteria may be permitted post submission of EOI (except with the prior approval of the CoC).

6. <u>Important Notices</u>

a. CoC has the right to cancel, modify or withdraw the process of invitation of EOI or Resolution Plans without assigning any reason and without any liability. This is not an offer document and is issued with no commitment.

b. CoC has the right to amend any term of this Detailed Invitation for EOI or Form G, or to issue further supplements or corrigenda, or to require additional documents from the PRAs, without assigning any reason and without any liability.

c. The RP (with the approval of CoC) reserves the right to accept any EOI submitted after the Last Date or any EOI that deviates from the requirements set out herein in the interest of all stakeholders of the Corporate Debtor and also for value maximisation, and no other PRA shall have the right to object to such acceptance.

d. It may be noted that the eligibility criteria for PRAs have been evolved in accordance with the provisions of the Code and CIRP Regulations. EOIs of only those interested parties who meet the eligibility and other criteria specified herein shall be considered. Resolution Professional/ CoC reserve their right to reject the EOI of any PRA and not include them in the provisional or final list of eligible PRAs in case:

   I. The PRA does not meet the eligibility criteria set out herein.

   II. If the EOI submitted by the PRA is incomplete, or the PRA does not submit the documents as required under the Detailed Invitation for EOI or does not submit such further documents or information as requested by the RP for conducting due diligence on the PRA.

   III. If any information/record provided is false, incorrect, inaccurate, or misleading.

   IV. If, in the opinion of the CoC, the PRA is undesirable or not credible, or if the PRA fails to provide information, if requested, to establish its credibility, eligibility, or ability to implement a resolution plan.

e. No oral conversations or agreements with the RP or any official, agent or employee of the RP, or anymember of the CoC, or any official, agent or employee of the Corporate Debtor shall affect or modify any terms of the Detailed Invitation for EOI.

f. Neither the PRA nor any of his/her/its representatives shall have any claims whatsoever against the RP or its advisors or any member of the CoC or any of their directors, officials, agents, or employees arising outof or relating to the Detailed Invitation for EOI.

g. By submitting his/her/its EOI, each PRA shall be deemed to acknowledge that he/she/it has carefully read the entire Detailed Invitation for EOI and has fully informed himself/herself/itself as to all existing conditions and limitations. Ignorance of law/s will not be treated as any excuse.

h. The PRA acknowledges that the investment in the Corporate Debtor shall be made by the PRA on an “as is, where is”, “as is what is”, “whatever there is” and “no recourse” basis, and the RP or the CoC will not be providing any representations or warranties for the Corporate Debtor.

i. All EOIs received will be reviewed by RP, in consultation with its advisors and CoC, and a provisional list of eligible PRAs shall be shared in accordance with the Code and the CIRP Regulations.

j. PRA to undertake that the PRA or any of his/her/its related parties has not failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past. If there is any such failure, a statement declaring the same is provided as supporting documentation to the EOI, as required under point (i) in Annexure E.

k. For any clarifications on the EOI submission process, please contact irp.fcl@aegisipe.com / avil@caavil.com.

Issued by:

Aegis Resolution Services Private Limited
through its authorised signatory Mr Avil Menezes
(IBBI Registration No. IBBI/IPE-0118/IPA-1/2022-2023/50041)
Authorisation for Assignment valid till 30th June 2027
Reg. Address: 106, 1st Floor, Kanakia Atrium 2,
Cross Road A, Behind Courtyard Marriott,
Chakala, Andheri East, Mumbai - 400093
Email: avil@caavil.com , irp.fcl@aegisipe.com

ANNEXURE 'A' SECTION 29A of IBC

A PRA will not be eligible to submit the EOI if he/she/it or any person acting jointly or in concert with him/her/it:

1. is an undischarged insolvent;

2. is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;

3. at the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act,1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force, and at least a period of one year has lapsed from the date of such classification till the date of commencementof the corporate insolvency resolution process of the corporate debtor:

   Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to non-performing asset accounts before submission of resolution plan:

   Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.

   Explanation I- For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date.

   Explanation II.— For the purposes of the clause, where a resolution applicant has an account, or an account ofa corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset and such account was acquired pursuant to a prior resolution plan approvedunder the Code, then, the provisions of the clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under the Code;

4. has been convicted for any offence punishable with imprisonment –
   I. for two years or more under any Act specified under the Twelfth Schedule of the Code; or
   II. for seven years or more under any law for the time being in force:

   Provided that the clause shall not apply to a person after the expiry of a period of two years from the date ofhis/her release from imprisonment:

   Provided further that the clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I.

5. Is disqualified to act as a director under the Companies Act, 2013;

   Provided that the clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I.

6. Is prohibited by the Securities Exchange Board of India from trading in securities or accessing the securitiesmarket;

7. Has been a promoter or in the management or control of a Corporate Debtor in which a preferential transaction,undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respectof which an order has been made by the Adjudicating Authority under the Code;

   Provided that the clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under the Code or pursuant to a scheme or planapproved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;

8. has executed a guarantee in favor of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under the Code and such guarantee has been invoked by the creditor and remains unpaid in full or part.

9. is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India;or

10. has a connected person not eligible under clauses (a) to (i).

    Explanation I — For the purposes of the clause, the expression "connected person" means—
    (i) any person who is the promoter or in the management or control of the resolution applicant; or
    (ii) any person who shall be the promoter or in management or control of the business of the corporatedebtor during the implementation of the resolution plan; or
    (iii) the holding company, subsidiary company, associate company, or related party of a person referredto in clauses (i) and (ii):

    Provided that nothing in clause (iii) of Explanation I shall apply to a resolution applicant where such applicantis a financial entity and is not a related party of the corporate debtor:

    Provided further that the expression "related party" shall not include a financial entity, regulated by a financialsector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equityshares, or completion of such transactions as may be prescribed, prior to the insolvency commencement date;

    Explanation II—For the purposes of the section, "financial entity" shall mean the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in the behalf, namely: —

    a) a scheduled bank;

    b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action TaskForce Standards and is a signatory to the International Organization of Securities CommissionsMultilateral Memorandum of Understanding;

    c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor ora foreign venture capital investor, where the terms shall have the meaning assigned to them in regulation of the Foreign Exchange Management (Transfer or Issue of Security by a

Person Resident Outside India) Regulations, 2017 made under the Foreign Exchange Management Act, 1999 (42 of 1999);

d) an asset reconstruction company registered with the Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);

e) an Alternate Investment Fund registered with the Securities and Exchange Board of India;

f) such categories of persons as may be notified by the Central Government.

NOTE:

(a) The Undertaking should be stamped on a stamp paper of INR 600 and notarised.

(b) The person signing the Undertaking should be an authorised signatory supported by the necessary board resolutions/authorisation letter.

ANNEXURE 'B'

FORMAT OF EXPRESSION OF INTEREST

[On the Letterhead of the Lead Partner/Lead Member/Prospective Resolution Applicant Submitting the EOI]

Date: [●]

To,
Aegis Resolution Services Private Limited
through authorized signatory Avil Menezes
As Resolution Professional of Future Consumer Limited
Registration No. IBBI/IPE-0118/IPA-1/2022-23/50041
Authorization for Assignment valid till 30th June 2027
Reg. Address: 106, 1st Floor, Kanakia Atrium 2,
Cross Road A, Behind Courtyard Marriott,
Chakala, Andheri East, Mumbai - 400093
Email: avil@caavil.com, irp.fcl@aegisipe.com

Subject: **Expression of Interest ("EOI") for submitting Resolution Plan for Future Consumer Limited ("Corporate Debtor") undergoing Corporate Insolvency Resolution Process ("CIRP").**

Dear Sir,

In response to the invitation for submission of expression of interest dated 06 September 2026 inviting expression of interest ("**EOI**") for submission of resolution plans ("**Resolution Plan**") for the Corporate Debtor as per the provisions of the Insolvency and Bankruptcy Code, 2016 ("**IBC**"), we confirm that we have understood the eligibility and other criteria mentioned in the Detailed Invitation for EOI and meet the necessary threshold and criteria mentioned therein and are submitting our EOI for submission of a Resolution Plan for the Corporate Debtor.

We understand and confirm that -

(a) the EOI will be evaluated by the RP of Future Consumer Limited, along with the CoC, based on the information provided by us in the EOI and attached documents to determine whether we qualify to submit the Resolution Plan for the Corporate Debtor;

(b) the RP/ CoC reserves the right to determine at their sole discretion whether or not we qualify for the submission of the Resolution Plan for the Corporate Debtor and may reject the EOI submitted by us and not include us in the provisional or final list of eligible prospective resolution applicants;

(c) the RP/CoC reserves the right to conduct due diligence on us and/or request additional information or clarification from us for the purposes of the EOI, and we shall promptly comply with such requirements. Failure to satisfy the queries of RP/ CoC may lead to rejection of my/our EOI;

(d) meeting the qualification criteria set out in the Detailed Invitation for EOI alone does not automatically entitle us to participate in the next stage of the bid process;

(e) along with our EOI, we have also enclosed information/documents as required in the Invitation for EOI.

For further information/ queries, please contact:

Sincerely yours,

On behalf of the firm/company/organisation:

Signature:
(Person signing the EOI and supporting documents should be an Authorised Signatory supported by necessary Board resolutions/Power of Attorney)

Name of signatory:
Designation:
Firm/company/organisation: Seal/stamp

<u>**NOTE**</u>**:** The person signing the EOI and other supporting documents should be an authorised signatory supported by the necessary board resolutions/power of attorney.

ANNEXURE 'C'
FORMAT OF UNDERTAKING

To,
Aegis Resolution Services Private Limited
through authorized signatory Avil Menezes
As Resolution Professional of Future Consumer Limited
Registration No. IBBI/IPE-0118/IPA-1/2022-23/50041
Authorization for Assignment valid till 30th June 2027
Reg. Address: 106, 1st Floor, Kanakia Atrium 2,
Cross Road A, Behind Courtyard Marriott,
Chakala, Andheri East, Mumbai - 400093
Email: avil@caavil.com, irp.fcl@aegisipe.com

Dear Sir,

In respect of the expression of interest ("**EOI**") submitted by us for submission of a resolution plan ("**Resolution Plan**") for the Corporate Debtor, we hereby confirm, represent, warrant, and undertake that:

(a) We have understood the eligibility and other criteria mentioned in the Invitation for submission of EOI issuedby the Resolution Professional of the Corporate Debtor on 06 September 2026

(b) We meet the necessary threshold and criteria mentioned in the EOI;

(c) We are not an ineligible/disqualified person in terms of provisions of Section 29A of the Code;

(d) If, at any time after the submission of the EOI, I/we become ineligible to be a resolution applicant as per the provisions of the Code (and in particular Section 29A of the Code), the fact of such ineligibility shall be forthwith brought to the attention of the Resolution Professional and the CoC;

(e) All information and records provided by me/us to the Resolution Professional in the EOI or otherwise are correct, accurate, complete and true and no such information, data or statement providedby us is inaccurate or misleading in any manner. I/We shall be solely responsible for any errors or omissions therein. Based on the information, I/we understand that you would be able to evaluate my/our EOI in order to pre-qualify for the above-mentioned proposal. Further, we agree and acknowledge that:

(f) I/We acknowledge that in case any information/record provided by interest is false, incorrect, inaccurate or misleading, I/we shall become ineligible to submit the Resolution Plan and may also attract penal action under the Code and other applicable law.

(g) I/We confirm that I/we or any of my/our related parties have not failed to implement, neither contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past.

Yours Sincerely,

On behalf of [*Insert the name of the entity submitting the EOI*]

Signature: __________________
Name of Signatory:
Designation:
Company Seal/Stamp

NOTE:

(c) The Undertaking should be stamped on a stamp paper of INR 600.

(d) The person signing the Undertaking should be authorised signatory supported by necessary boardresolutions/power of attorney.

ANNEXURE 'D'

FORMAT OF CONFIDENTIALITY UNDERTAKINGCONFIDENTIALITY AGREEMENT

THE CONFIDENTIALITY AGREEMENT ("**Agreement**") is made on the [●] day of [●] 2026 by and between:

Aegis Resolution Services Private Limited (IBBI Registration No. IBBI/IPE-0118/IPA-1/2022-2023/50041), through its authorised signatory, Mr Avil Menezes, appointed as a Resolution Professional ("**Disclosing Party/RP**") of Future Consumer Limited ("**Corporate Debtor**"), a Company incorporated under the Companies Act, 2013, having its registered office at Knowledge House, Shyam Nagar, Off Jogeshwari-Vikhroli Link Road (JVLR), Jogeshwari (East), Mumbai – 400 060, Maharashtra, India is undergoing Corporate Insolvency Resolution Process("**CIRP**") under the provisions of the Insolvency and Bankruptcy Code, 2016 ("**Code**") and its applicable regulations, as amended from time to time, of the **FIRST PART**;

And

[●], a company/partnership/entity incorporated under [●] and having its registered office at [●] (the "**Recipient/ Prospective Resolution Applicant**", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, transferees and permitted assigns) of the **SECOND PART**.

OR

[●], Indian resident, aged [●], residing at [●] (the "**Recipient/ Prospective Resolution Applicant**", which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, transferees and permitted assigns) of the **SECOND PART**.

(The Disclosing Party/RP and the Recipient/ Prospective Resolution Applicant hereinafter also referred to individually as a "**Party**"and collectively as the "**Parties**")

WHEREAS:

A. Pursuant to an invitation for expressions of interest dated 06 September 2026 published by the RP in the Financial Express – All India Edition (English) and Navshakti – Mumbai Edition (Marathi), the RP had invited expressions of interest ("**EOI**") from potential resolution applicants for the purpose of submission of resolution plans for the Corporate Debtor in accordance with the provisions of the Code. The Prospective Resolution Applicant has accordingly submitted its EOI to the RP on [●].

B. The Prospective Resolution Applicant proposes to submit a resolution plan ("**Resolution Plan**") to the RP in respect of the Corporate Debtor, in accordance with the Code. For the purpose of such preparation, submission and negotiation of the Resolution Plan ("**Purpose**"), the RP may provide the Prospective Resolution Applicant with access to relevant information in that respect, provided that the Resolution Applicant provides a confidentiality undertaking to the RP with respect to such information provided.

C. In view of the above, the RP will be sharing the relevant information, comprising/ containing certain ConfidentialInformation (*as defined in Clause 1 below*) with the Prospective Resolution Applicant, and accordingly, the Parties have agreedto enter into the Agreement and be bound by the terms and conditions hereinafter set forth governing, *inter alia*, the disclosure, use and protection of such Confidential Information.

NOW THEREFORE THE AGREEMENT WITNESSETH that for good and valuable consideration, the receipt andsufficiency of which are hereby acknowledged, the Parties agree as follows:

1. "**Confidential Information**" shall mean all information, whether in written, oral, pictorial, electronic, visual or other form, including information in the virtual data room ("**VDR**"), relating, in any manner whatsoever, to the Corporate Debtor or to any group entity (including any holding, subsidiary, associate, joint venture or related entity) of the Corporate Debtor or in relation to the resolution plan process. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:

(i) any information which relates to the business, sales and marketing, operations, pricing arrangements, suppliers, customers, network, finance, technology, corporate, organisation, management, strategic initiatives and plans, policies and reports, financial position of the Corporate Debtor;
(ii) any drawing, calculation, specification, instruction, diagram, catalogue, manual, data, templates, models, prototypes, samples, presentations, proposals, quotations, computer programs, software, belonging to or vested in the Corporate Debtor or in which Corporate Debtor has an interest of any kind;
(iii) any unpatented invention, formula, procedures, method, belonging to or vested in the Corporate Debtor orin which Corporate Debtor has an interest of any kind;
(iv) any unregistered patent, design, copyright, trademark including any pending applications and any intellectual or industrial proprietary right, belonging to or vested in the Corporate Debtor or in which Corporate Debtor has an interest of any kind;
(v) any information belonging to identified third parties with whom the Corporate Debtor has business dealings;
(vi) any proposed business deals, contracts or agreements to which Corporate Debtor is party;
(vii) the Information Memorandum in respect of the Corporate Debtor prepared under the provisions of the Codeby the RP and information contained in the VDR;
(viii) contents of its Resolution Plan;
(ix) particulars of any negotiations conducted with the Committee of Creditors on its Resolution Plan; and
(x) financial terms or scores of any other resolution applicant (if disclosed to the Recipient) in the course of or as a process of negotiation with the Recipient.

2. The Recipient shall at all times observe the following terms:

(i) it shall hold in trust and in confidence the Confidential Information provided to the Recipient by the Disclosing Party;
(ii) it shall not, directly or indirectly, use the Confidential Information for any purpose other than for the Purpose or for causing an undue gain or undue loss to itself or any other person;
(iii) it shall not disclose or reveal (or permit the disclosure or revelation of) any Confidential Information to anyperson or party whatsoever (save and except as provided below) without the prior consent of the DisclosingParty;
(iv) it may disclose the Confidential Information to its employees, advisors, directors and/or its Affiliates (together the "**Representatives**"), strictly on a need-to-know basis and solely for the Purpose, provided always that each of these Representatives shall, in the course of their duties, be required to receive, observeand consider the confidentiality obligations set out hereunder when working towards the Purpose and shallbe bound by confidentiality obligations that are at least as stringent as the obligations set out in the Agreement. The Recipient acknowledges that any agreement (written or otherwise) entered into between the Recipient and the Representatives would not discharge the Recipient from its confidentiality obligationsunder the Agreement. In any event, the Recipient shall remain liable and responsible for any confidentialitybreaches by its Representatives, and a breach by any Representative of the Recipient shall be deemed a breach of the Agreement by the Recipient. For the purposes of the Agreement, the term "**Affiliate**" shall mean, with respect to the Recipient, any person or entity who is directly or indirectly Controlling, or is Controlled by, or is under the direct common Control of the Recipient and the term

"**Control**" means a person who has the power to direct the management and policies of any person or entity, directly or indirectly, whether by ownership of voting securities, board control, by contract or otherwise. The terms "**Controlling**" and "**Controlled by**" or "**under common Control**" shall have corresponding meanings;

it shall use the same degree of care to protect the Confidential Information as the Recipient uses to protect its own confidential information but no less than a reasonable degree of care to prevent the unauthorised access, use, dissemination, copying, theft and/or republication of the Confidential Information;

(v) it shall at no time discuss with any person the Confidential Information or any other matter in connectionwith, or arising out of, the discussions or negotiations in relation to the Purpose (other than to the extent permitted hereunder);

(vi) it shall immediately, upon the earlier of (a) the conclusion of the Purpose; or (b) termination of the Agreement as per Clause 10 below; or (c) a notification by the Disclosing Party, surrender and return to the Disclosing Party, all Confidential Information and any notes, memoranda or the like, including any copies or reproductions in its possession, or destroy the same in accordance with the directives of the Disclosing Party, in each case, except to the extent, retention of such Confidential Information is requiredunder applicable law, provided that the Recipient in these cases, shall notify the Disclosing Party of the information that has been retained as a result of such applicable law along with the corresponding details of the applicable law which warranted such retention;

(vii) it shall not publish any news release or make any announcements or denial or confirmation in any mediumconcerning the Agreement or its proposal to prepare/ submit the Resolution Plan or contents of ResolutionPlan in any manner nor advertise or publish the same in any medium, without the prior written consent of the Disclosing Party;

(viii) it shall promptly notify the Disclosing Party of any Confidential Information which has been lost or disclosedor used by any unauthorised third party provided that such notification shall not relieve the Recipient from any liability arising from its breach of the Agreement;

(ix) it shall protect against any unauthorised disclosure or use of any Confidential Information of the Corporate Debtor that it may have access to in any manner.

3. The Recipient shall not be liable for disclosure or use of the Confidential Information in the event and to the extentthat such Confidential Information:

(i) is or becomes available to the public domain without breach of the Agreement by the Recipient; or

(ii) is disclosed with the prior written approval of the Disclosing Party; or

(iii) was in the possession of the Recipient prior to its disclosure to them under the Agreement from another sourcenot under any obligation of confidentiality to the provider; or

(iv) is disclosed pursuant to any law or a court order or the stock exchange requirement, provided that in the eventthe Recipient is required to make such disclosure pursuant to a court order / stock exchange announcement, then in that case the Recipient shall only disclose the Confidential Information to the extent required and to the extent permissible, promptly notify the Disclosing Party in advance, so that the Disclosing Party has the opportunity to object to such disclosure or discuss the extent of disclosure by the Recipient.

4. The Recipient agrees that the Disclosing Party, by the disclosure of the Confidential Information to the Recipient,does not grant, express or implied, any right or license to use the Confidential Information for any purpose other than the Purpose contemplated under the Agreement or vest any intellectual property rights or legal or beneficial interest in the Confidential Information so disclosed to the Recipient.

5. For the avoidance of doubt, nothing in the Agreement shall compel the Disclosing Party to disclose to the Recipient any or all the Confidential Information requested by the Recipient and the

Disclosing Party shall, at all times duringthe subsistence of the Agreement, reserve the right to determine, in its sole discretion, whether it shall disclose suchConfidential Information (in whole or part).

6. The Disclosing Party makes no representation, warranty, or inducement, whether express or implied, as to the accuracy or completeness of the Confidential Information and shall not be liable to the Recipient for any damage arising in any way out of the use of, or termination of the Recipient's right to use the Confidential Information. The Disclosing Party has not verified or audited the information, and the information so provided is based on books and records availablewith the Corporate Debtor. The Disclosing Party does not take any responsibility for any decisions made by the Recipient based on the information provided. The Recipient shall exercise its own diligence before making any conclusion ordecision.

7. The Recipient acknowledges that the Confidential Information is valuable to the Disclosing Party and that damages (including, without limitation, all legal fees and expenses on a solicitor and client basis) may not be a sufficient remedy for any breach of its obligations under the Agreement and the Recipient further acknowledges and agrees that the remedies of specific performance or injunctive relief (as appropriate) without the necessity ofposting bond, guarantees or other securities, are appropriate remedies for any breach or threatened breach of its obligations under the Agreement, in addition to and without prejudice to, any other remedies available to the Disclosing Party at law or in equity.

8. The Recipient shall indemnify and hold harmless the Disclosing Party against all losses, damages, and liabilities,including but not limited to all legal fees and expenses, arising from or connected with any breach of the Agreement,including but not limited to any gross negligence or wilful misconduct in respect of the Confidential Information, by the Recipient and/or its Representatives.

9. The Recipient shall not, without prior written consent of the Disclosing Party, engage any advisor, whether professional, legal, or otherwise, where a conflict of interest exists with the Corporate Debtor or the Disclosing Party in relation to the corporate insolvency resolution process of the Corporate Debtor.

10. The Agreement shall be effective and shall remain in force for a period of three (3) years from the date first stated above. Upon expiry of the Agreement, the confidentiality obligations of the Parties herein shall cease, provided that payment obligations, if any, that may arise under the Agreement (including under the indemnity Clause 8 above) shall survive the termination of the Agreement.

11. All notices and other communications provided for hereunder shall be: (i) in writing; and (ii) hand - delivered, sentthrough an overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a party hereto or sent by electronic mail, at its address specified below or at such other address as is designated by such party in awritten notice to the other parties hereto.

For Disclosing Party/RP

Postal Address : ______________________

:_ Contact Person :___ Email : ______

For Recipient/Resolution Applicant

Postal Address : ______________________

:_ Contact Person :___ Email : ______

All such notices and communications shall be effective: (i) if hand-delivered, when delivered; (ii) if sent by courier, (a)one (1) business day after its deposit with an overnight courier if for inland delivery; and (b) 5 (five) calendar days afterit deposit with an international courier if for an overseas delivery; and (c) if sent by registered letter, when the registeredletter would, in the ordinary course of post, be delivered whether actually delivered or not; and (iii) if sent by electronicmail, when actually received in readable form.

12. If any provision of the Agreement is invalid or illegal, then such provision shall be deemed automatically adjusted toconform to the requirements for validity or legality and, as so adjusted, shall be deemed a provision of the Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from the Agreement as though the provision had never been included; in either case, the remaining provisions of the Agreement shall remain in full force and effect.

13. No amendments, changes or modifications of any provision of the Agreement shall be valid unless made by a writteninstrument signed by a duly authorised representative of each of the Parties.

14. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.

15. Neither Party may assign or transfer its rights or obligations contained in the Agreement or any interest therein without the prior written consent of the other Party.

16. The Agreement shall be governed by and construed in all respects in accordance with the laws of India, and the Parties hereto agree to submit to the exclusive jurisdiction of the courts of Mumbai.

17. The Agreement comprises the full and complete agreement of the Parties hereto as at the date hereof with respectto the disclosure of Confidential Information and supersedes and cancels all prior communications, understandings, and agreements, if any, between the Parties hereto, whether written or oral, expressed or implied.

18. The Disclosing Party acknowledges that, in the ordinary course of business, the Recipient may be engaged throughseparate platforms in the origination of loans (including the provision of debt financing for transactions similar tothe transactions contemplated herein) and syndicated bank debt, and nothing in the Agreement shall restrict suchactivities of such other platforms, provided that none of the Confidential Information is used or disclosed in connection therewith and such transactions are not in contravention of the Code or with the corporate insolvencyresolution process of the Corporate Debtor.

19. The Agreement may be executed in counterparts, each of which when taken together shall constitute one and thesame instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorised representatives to set their hands theday and year first above written.

Signed by/
for and on behalf of
the Disclosing Party/RP

____

Name: Designation:

in the presence of

____

Name: Designation:

Signed by
for and on behalf of
the Recipient/Resolution Applicant

____

Name: Designation:

in the presence of

____

Name: Designation

ANNEXURE 'E'

SUPPORTING DOCUMENTS TO BE ATTACHED WITH EOI

(a) Profile of the Prospective Resolution Applicant (PRA), including subsidiary (wholly owned subsidiary and partly owned subsidiary, if any), promoter and promoter group, parent company and ultimate parent company and key managerial personnel.

(b) Supporting Documents: Provide documentary evidence in relation to the eligibility criteria, including but not limited to the following: -

- copies of Certificate of Registration and Constitutional Documents of the Prospective Resolution Applicant;
- copy of GST registration and PAN of the entity(s); with their latest renewals where applicable;
- For Tangible Net Worth: Immediately preceding years audited financial results (FY 25-26) of the Prospective Resolution Applicant and/or its promoter/promoter group or any other group company as perthe qualification criteria.

(c) Please note that the PRA shall provide all relevant documents for its promoter/promoter group or any other group company, if required to meet the qualification criteria.

(d) For all PRAs - Audited financial statements of the PRA for the most recently concluded Financial Year (FY 25-26), and/or its promoter/promoter group or any other group company as per the eligibility criteria.

(e) A list of connected persons of the PRAs (including each member of the Consortium), as defined under Section 29A of the Code.

(f) In the case of a Consortium, the relevant documents will need to be provided by each member of the Consortium.

(g) Any additional document/information asked for by the Resolution Professional or CoC must be furnished by PRA

(h) For all PRAs - A notarised declaration from the PRA to demonstrate that the promoter/promoter group or any other group company are part of the same group, in case the interested party is using such entities for meeting the eligibility criteria. Please note that the PRA shall provide all relevant documents for its promoter/promotergroup or any other group company, if required to meet the eligibility criteria.

(i) Statement giving details if the PRA or any of its related parties has failed to implement or contributed to the failure of implementation of any other resolution plan approved by the Adjudicating Authority at any time in the past