

COMPOSITE SCHEME OF ARRANGEMENT

BETWEEN

RAYMOND LIMITED
(“RL” or the “DEMERGED COMPANY”)

AND

RAYMOND CONSUMER CARE LIMITED
(“RCCL” or the “RESULTING COMPANY” or the “TRANSFEREE COMPANY”)

AND

RAY GLOBAL CONSUMER TRADING LIMITED
(“RG” or the “TRANSFEROR COMPANY”)

AND

THEIR RESPECTIVE SHAREHOLDERS

**UNDER SECTIONS 230 TO 232 READ WITH SECTION 66 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013**

(A) BACKGROUND

- I. **RAYMOND LIMITED (“RL” or the “Demerged Company”)** bearing CIN - L17117MH1925PLC001208 is a public listed company incorporated on 10 September 1925 under Indian Companies Act, 1913 and having its registered office at Plot No 156/H.No. 2, Village Zadgaon, Ratnagiri – 415 612, Maharashtra. RL is a leading Indian textile, lifestyle and branded apparel company with a wide network of operations in local as well foreign markets. RL is also engaged in development of residential/ commercial real estate projects. The equity shares of RL are listed on the BSE Limited (“BSE”) and National Stock Exchange of India Limited (“NSE”). The Non-Convertible Debentures (“NCDs”) (refer Schedule A) of RL are listed on the Negotiated Trade Reporting Platform of NSE.

- II. **RAYMOND CONSUMER CARE LIMITED (“RCCL” or the “Resulting Company” or the “Transferee Company”)** bearing CIN - U74999MH2018PLC316288 is an unlisted public company incorporated on 25 October 2018 under Companies Act, 2013 and having its registered office at Plot G-35 & 36, MIDC Waluj Taluka, Gangapur, Aurangabad – 431136, Maharashtra. RCCL is engaged primarily in the business of manufacture and sale of condoms and marketing of fastmoving consumer goods. RCCL is a wholly owned subsidiary of Ray Global Consumer Trading Limited.



III. **RAY GLOBAL CONSUMER TRADING LIMITED (“RG” or the “Transferor Company”)** bearing CIN - U74999MH2018PLC316376 is an unlisted public company incorporated on 26 October 2018 under Companies Act, 2013 and having its registered office at Pokharan Road No 1, Jekegram, Near Cadbury Junction, Thane – 400606, Maharashtra. RG is engaged primarily in the business of investment in shares. RL holds 47.66% of the paid-up equity share capital of RG.

(B) OVERVIEW OF THE SCHEME

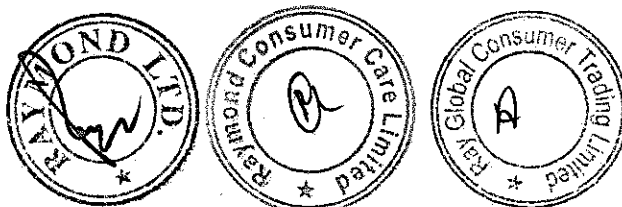
This Composite Scheme of Arrangement (“Scheme”) is presented under Sections 230 to 232 read with section 66 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013. The Scheme inter-alia provides for the following:

- (i) Demerger of lifestyle business carried on by RL through itself and its related subsidiaries along with its strategic investment in RG (“Lifestyle Business Undertaking”) (*as defined hereinafter*), into RCCL and the consequent issuance of equity shares by RCCL to all the shareholders of RL in the manner provided for in the Scheme and in compliance with Section 2(19AA) read with Section 2(41A) and other relevant provisions of the Income-tax Act, 1961 (“IT Act”) (*as defined hereinafter*) (“Demerger”);
- (ii) Simultaneous, Amalgamation of RG with RCCL and the consequent issuance of equity shares by RCCL to all the shareholders of RG (other than itself) and dissolution of RG without winding up in the manner provided for in the Scheme and in compliance with Section 2(1B) other relevant provisions of the IT Act (*as defined hereinafter*) (“Amalgamation”) and consequential reduction and cancellation of the paid-up share capital of RCCL held by RG; and
- (iii) Listing of the equity shares of RCCL on the Stock Exchanges (as defined hereinafter).

This Scheme also provides for various other matters consequential or otherwise integrally connected in relation to the aforesaid mentioned.

(C) RATIONALE

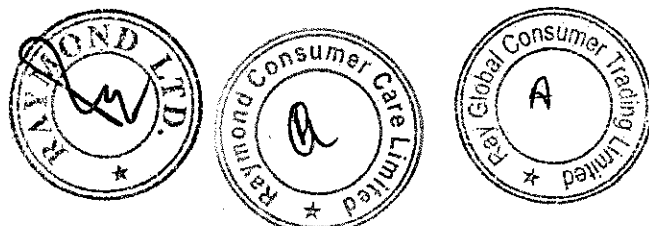
The business presently undertaken by RL (directly and indirectly) comprise the lifestyle business and the non-lifestyle business both of which have different requirements and are operated independent of each other as separate business verticals. The requirements of each business, including in terms of capital, operations, knowledge, nature of risk, competitive advantages and strategies, and regulatory compliances are very distinct when compared with the other. Each of these business verticals are significantly large and mature and have a distinct attractiveness to divergent set of investors, strategic partners and other stakeholders.



To unlock the potential value of each business vertical, it is proposed through this Scheme, to: (i) completely segregate the lifestyle business and the non-lifestyle business and create two strong and distinctive platforms and flagship listed entities; (ii) amalgamate RG with RCCL to rationalize, simplify and streamline the group structure.

The proposed restructuring results in the following benefits:

- (i) The lifestyle business and the non-lifestyle business have both achieved scale and experience to sustain business on the basis of their own strengths. Additionally, both businesses deal with different sets of industry dynamics in the form or nature of risks, competition, challenges, opportunities and business methods. Hence, segregation of the two businesses would enable focused managements to explore the potential business opportunities more effectively and efficiently;
- (ii) Demerger will enable both RL & RCCL to enhance business operations resulting in operational synergies and achieving zero net debt for lifestyle business and non-lifestyle business by streamlining operations, more efficient management control and outlining independent growth strategies.
- (iii) Each business will be able to target and attract new investors with specific knowledge, expertise and risk appetite corresponding to their own businesses. Thus, each business will have its own set of likeminded investors, thereby providing the necessary funding impetus to the long-term growth strategies of each business;
- (iv) Demerger will enhance efficiencies and will have different business interest into separate corporate entity, resulting in operational synergies, simplification, focused management, streamlining and optimization of the group structure and efficient administration.
- (v) The demerger will unlock value of both businesses and result in shareholder value maximisation.
- (vi) The Amalgamation will further streamline the corporate structure of RCCL by aligning the interest of various shareholders directly.
- (vii) Pursuant to the Scheme, the equity shares issued by RCCL would be listed on BSE and NSE. The existing shareholders of RL would hold the shares of two (2) listed entities after the Scheme becoming effective; giving them flexibility in managing their investments in the two businesses having differential dynamics.



(D) PARTS OF THE SCHEME

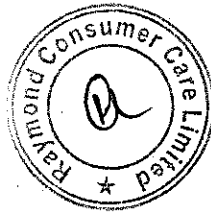
This Composite Scheme of Arrangement is divided into the following parts:

Part A - of the Scheme deals with definitions of the terms used in this Scheme and the share capital of all the companies which are involved in the Scheme; and

Part B - of the Scheme deals with transfer and vesting of the Lifestyle Business Undertaking of the Demerged Company into the Resulting Company; and

Part C - of the Scheme deals with simultaneous amalgamation of the Transferor Company with the Transferee Company and consequential reduction and cancellation of existing paid up share capital of the Transferee Company held by the Transferor Company; and

Part D - of the Scheme deals general terms and conditions applicable to this Scheme.



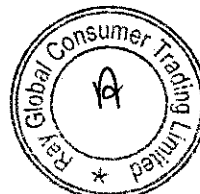
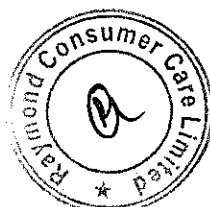
PART A

DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS

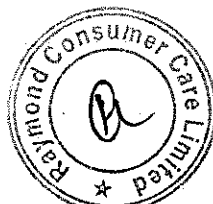
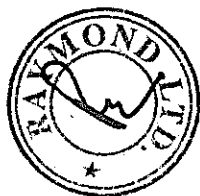
In this Composite Scheme of Arrangement, unless inconsistent with the subject or context, the following expressions shall have the following meanings:

- 1.1 **“Accounting Standards”** means the generally accepted accounting principles in India and Indian Accounting Standards as notified under section 133 of the Act read with the Companies (Indian Accounting Standard) Rules, 2015, as amended from time to time and to the extent in force and other relevant provisions of the Act;
- 1.2 **“Act” or “the Act”** means the Companies Act, 2013 as in force from time to time (including any statutory modifications(s) or re-enactment(s) or amendments thereof) and rules and regulations made thereunder, for the time being in force, and which may relate or are applicable to the arrangement proposed pursuant to the Scheme;
- 1.3 **“Applicable Law”** means any applicable statute, notification, bye laws, rules, regulations, guidelines, rule of law, policy, code, directives, ordinance, orders or instructions having the force of law enacted or issued by any Appropriate Authority;
- 1.4 **“Appointed Date”** means 1 April 2023, or any other date as may be determined by the Appropriate Authority, being the date from which this Scheme shall be deemed to be effective, in the manner described in the Clause 4 of this Scheme;
- 1.5 **“Board” or “Board of Directors”** means the Board of Directors of the Demerged Company, the Resulting Company/ Transferee Company and the Transferor Company, as the case may be, and shall unless, it is repugnant to the context, include any Committee of Directors duly constituted and authorized for the purposes of matters pertaining to the Scheme and / or any other matter relating thereto;
- 1.6 **“Effective Date”** means the last of the dates on which the certified copies of the Order(s) of the NCLT sanctioning the Composite Scheme of Arrangement (“Order(s)”) is filed with the respective Registrar of Companies by the Demerged Company, the Resulting Company/ Transferee Company and the Transferor Company. All the references in this Scheme to the words “Scheme taking effect” or “upon the Scheme becoming effective” shall be with reference to the Effective Date;
- 1.7 **“Employees”** means all the employees relating to the Lifestyle Business Undertaking of the Demerged Company and the Transferor Company, as the case may be, respectively as on the Effective Date,



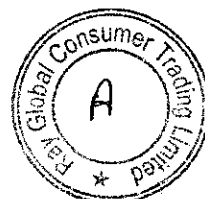
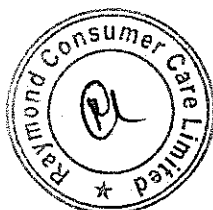
in relation to Part B and Part C of this Scheme respectively;

- 1.8 **“Encumbrance”** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust, agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income of exercise of any other attribute of ownership, right of set off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise to create any of the same and the term " Encumbered" shall be construed accordingly;
- 1.9 **“Governmental Approval”** means any approval but not limited to permits, authorizations, licenses, consents, registrations, approvals, municipal permissions, industrial licenses, registrations as may be required pursuant to Applicable Laws for conduct of business by any of the companies which is a Party to the Scheme or required for effecting this Scheme;
- 1.10 **“Governmental Authority”** means any authority, body, department, commission, tribunal, agency or entity exercising executive, legislative, judicial, quasi-judicial regulatory or administrative functions of, or pertaining to the government conferred by Applicable Laws, includes any applicable central, state or local government, any court, tribunal, board, bureau or instrumentality thereof or arbitration or arbitral body having jurisdiction over the territory of India including but not limited to Maharashtra Industrial Development Corporation and Madhya Pradesh Industrial Development Corporation;
- 1.11 **“INR”** means Indian Rupee, the lawful currency of the Republic of India;
- 1.12 **“Lifestyle Business Undertaking”** means all the business of the Demerged Company in relation to the Lifestyle business on a going concern basis and includes without limitation:
- i. All assets and liabilities (excluding assets and liabilities pertaining to Remaining Business of the Demerged Company as defined in Clause 1.19) pertaining to the Lifestyle Business Undertaking which inter-alia includes Branded Apparel, Garmenting and High Value Cotton Shirting business segments and its investments in related subsidiaries i.e., Raymond Luxury Cottons Limited, Silver Spark Apparel Limited, Celebrations Apparel Limited, Raymond Apparel Limited, Colorplus Realty Limited, Raymond (Europe) Limited, Jaykayorg AG along with its strategic investment in RG and fabric manufacturing plants located at Jalgaon (situated at No. E-1 and E-1 I, MIDC Area, Phase II, Ajanta Road, Jalgaon, Maharashtra - 425003), Chhindwara (situated



at BI, A.K.V.N., Boregaon Industrial Growth Centre, Kailash Nagar, Tehsil Sauser, Dist. Chhindwara, Madhya Pradesh - 480001); and Vapi (situated at N. H. No.8, Khadki - Udwarda, Taluka Pardi, District Valsad, Gujarat - 396185), retail stores relating to Lifestyle Business Undertaking, intellectual property rights such as copyrights, patents, trademarks, trade names relating to Lifestyle Business Undertaking and all the allied marks (of any nature whatsoever relating to Lifestyle Business Undertaking including other industrial or intellectual property rights of any nature whatsoever relating to Lifestyle Business Undertaking including all such other applications / registrations that may be made from the Appointed date up to the Effective Date ("Lifestyle Intellectual Property Rights"), inventories, stock-in-trade or stock-in-transit and merchandising including raw materials, supplies, finished goods, work in progress, wrapping supply and packaging items, all earnest moneys and / or security deposits, cash and bank balances, advances, receivables, investments of all kinds (including shares, scripts, stocks, bonds, debenture stocks, units or pass through certificates including but not limited to the investments in subsidiaries carrying on the lifestyle business, loans, advances, contingent rights or benefits, book debts, actionable claims, earnest moneys, advances or deposits paid by the Demerged Company, financial assets, together with all present and future liabilities (including contingent liabilities) pertaining or relatable thereto;

- ii. All computers hardware, equipment, buildings and structures, offices, residential and other premises, capital work in progress, sundry debtors, furniture, fixtures, interiors, office equipments, vehicles, appliances, accessories, power lines, depots, deposits, all stocks, stocks of fuel, assets, leases, licenses, hire purchase contracts and assets, lending contracts, rights and benefits under any agreement, benefit of any security arrangements or under any guarantees, reversions, powers, municipal permissions, tenancies or licenses in relation to the office and/or residential properties (including for the employees or other persons), guest houses, godowns, warehouses, licenses, fixed and other assets, intangible assets (including but not limited to software), rights to use and avail of telephones, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of assets or properties or other interest held in trust, registrations, contracts, engagements, arrangements of all kind, privileges and all other rights, title, interests, other benefits (including Tax benefits), Tax holiday benefit if any, incentives, exemptions, credits (including Tax credits), Tax losses, easements, privileges, liberties and advantages of whatsoever nature and wheresoever situate provided by any Governmental Authority, belonging to or in the ownership, power or possession and in the control of or

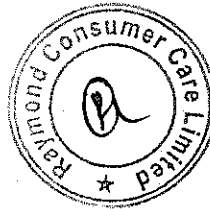


vested in or granted in favour of or enjoyed by or in connection with or relating to any property and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Demerged Company in connection with the Lifestyle Business Undertaking;

- iii. Without prejudice to the provisions of Sub-Clause i and ii above, the Lifestyle Business Undertaking of the Demerged Company shall include all the debts, liabilities, duties and obligations and also including, without limitation, all properties and assets in connection with or pertaining or relating to the Lifestyle Business Undertaking of the Demerged Company such as goodwill, customer lists, customer connects, licenses, permits, quotas, registrations, agreements, contracts, arrangements, insurance policies, privileges or all other rights including Tax deferrals and Tax credits and other benefits, incentives, if any, and all other rights, title, interests, Governmental Approvals or powers of every kind, nature and description whatsoever in connection with or pertaining or relating to the Lifestyle Business Undertaking of the Demerged Company and all deposits and / or moneys paid or received by the Demerged Company in connection with or pertaining or relating to the Lifestyle Business;

For the purpose of this Scheme, it is clarified that liabilities pertaining to the Lifestyle Business Undertaking of the Demerged Company include:

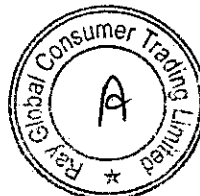
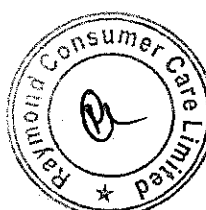
- a) All debts (secured and unsecured), liabilities including the listed NCDs contingent liabilities, duties, which arise out of the activities or operations of the Lifestyle Business Undertaking of the Demerged Company;
- b) Specific loans and borrowings raised; incurred and / or utilized solely for the activities or operations of the Lifestyle Business Undertaking of the Demerged Company; and
- c) Liabilities other than those referred to in Sub-Clauses (a) and (b) above and not directly relating to the Lifestyle Business Undertaking of the Demerged Company, being the amounts of general or multipurpose borrowings of the Demerged Company allocated to the Lifestyle Business Undertaking of the Demerged Company in the same proportion which the value of the assets transferred under this Clause bears to the total value of the assets of the Demerged Company immediately before giving effect to Part B of this Scheme.



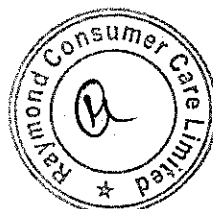
- iv. All employees of the Demerged Company employed in and/or relatable to the Lifestyle Business Undertaking of the Demerged Company as on the Effective Date;
- v. All deposits and balances with government, semi government, local and other authorities, and bodies, customers and other persons, earnest moneys and / or security deposits paid or received by the Demerged Company directly or indirectly in connection with or relating to the Lifestyle Business Undertaking;
- vi. All necessary books, records, files, papers including but not limited to product specifications, engineering and process information, records of standard operating procedures, computer programs along with their licenses, drawings, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records whether in physical or electronic form in connection with or relating to the Lifestyle Business Undertaking of the Demerged Company.

Any question that may arise as to whether a specified asset, liability or employees pertains or does not pertain to the Lifestyle Business Undertaking of the Demerged Company or whether it arises out of the activities or operations of the Lifestyle Business Undertaking of the Demerged Company shall be decided by the Board of Directors of the Demerged Company.

- 1.13 **“National Company Law Tribunal” or “NCLT” or “Tribunal”** means the National Company Law Tribunal as constituted and authorized as per the provisions of the Act for approving any scheme of compromise, arrangement, amalgamation or reconstruction of companies under Sections 230 to 232 read with section 66 of the Act;
- 1.14 **“Non-Lifestyle Business”** means entire business of the Demerged Company excluding the Lifestyle Business as defined in Clause 1.12;
- 1.15 **“Parties”** means collectively, the Demerged Company, Resulting Company/ Transferee Company and the Demerged Company and the term **“Party”** shall mean each of them individually;
- 1.16 **“RCCL” or “Resulting Company” or “Transferee Company”** means **“Raymond Consumer Care Limited”**; an unlisted public company incorporated under the provisions of the Act under the Corporate Identity Number (U74999MH2018PLC316288) having its registered office at Plot G-35 & 36 MIDC Waluj Taluka Gangapur Aurangabad – 4311136, Maharashtra, India;



- 1.17 **“Record Date”** means the date to be fixed by the Board of Directors of the Demerged Company in consultation with the Board of Directors of the Resulting Company/ Transferee Company or a committee of persons duly authorized by the Board of Directors, for the purpose of issuance and allotment of equity shares of the Resulting Company/Transferee Company and for the purpose of determining the holders of NCDs of RL, if any, who will become holders of such NCDs in RCCL as may be required pursuant to this Scheme;
- 1.18 **“Registrar of Companies” or “ROC”** means Registrar of Companies, Mumbai, Maharashtra and Registrar of Companies, Pune, Maharashtra;
- 1.19 **“Remaining Business of the Demerged Company” or “Remaining Undertaking of the Demerged Company”** means the Non-Lifestyle Business as defined in clause 1.14 above carried on by the Demerged Company including the undertakings, investments, businesses, activities and operations of the Demerged Company;
- 1.20 **“RG” or “Transferor Company”** means **“Ray Global Consumer Trading Limited”**, an unlisted public company incorporated under the provisions of the Act under the Corporate Identity Number CIN - U74999MH2018PLC316376 and having its registered office at Pokharan Road No 1, Jekegram, Near Cadbury Junction, Thane – 400606, Maharashtra;
- 1.21 **“RL” or “Demerged Company”** means **“Raymond Limited”**, a listed public company incorporated under the provisions of the Indian Companies Act, 1913 under Corporate Identity Number (CIN) LI7117MHI925PLC001208 and having its registered office at Plot No. 156/H.No. 2, Village Zadgaon, Ratnagiri - 415612, Maharashtra, India;
- 1.22 **“RL ESOP”** means Raymond Employees Stock Option Plan 2023, framed by RL under the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 as amended from time to time;
- 1.23 **“Scheme” or “the Scheme” or “this Scheme”** means this Composite Scheme of Arrangement in its present form as submitted to the NCLT or as the case may be this Scheme with such modification(s), if any made, as per Clause 31 of the Scheme;
- 1.24 **“SEBI”** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;
- 1.25 **“SEBI Circular”** means the master circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 issued on 23 November 2021 and SEBI/HO/DDHS/DDHS_Div1/P/CIR/2022/0000000103 issued on



29 July 2022 and amended as on 01 December 2022 or any other circulars issued by SEBI applicable to schemes of arrangement as amended from time to time;

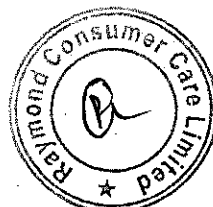
- 1.26 **“Stock Exchanges”** means the BSE and NSE, where the shares of the Demerged Company are listed;
- 1.27 **“Taxation” or “Tax” or “Taxes”** means all forms of taxes and statutory, governmental, state, provincial, local government or municipal impositions, duties, contributions and levies and whether levied by reference to income, profits, book profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments in respect of or on account of Tax, whether by way of deduction at source, advance tax, minimum alternate tax, goods and service tax or otherwise or attributable directly or primarily to the Lifestyle Business Undertaking of the Demerged Company, the Resulting Company/ Transferee Company and the Transferor Company or any other person and all penalties, charges, costs and interest relating thereto;
- 1.28 **“Tax Laws”** means all Applicable Laws, acts, rules and regulations dealing with Taxes including but not limited to the IT Act, wealth Tax, sales tax / value added Tax, service Tax, goods and services Tax, excise duty, customs duty or any other levy of similar nature.

2. INTERPRETATION

All terms and words not defined in this Scheme shall, unless repugnant or contrary to the context or meaning thereof, have the same meaning prescribed to them under the Act, the Securities Contracts (Regulation) Act, 1956, the Depositories Act, 1996, IT Act, and other Applicable Laws, rules, regulations, bye laws, as the case may be, including any statutory modification or re-enactment thereof from time to time.

In this Scheme, unless the context otherwise requires:

- i. references to a statutory provision include any subordinate legislation made from time to time under that provision;
- ii. references to the singular include the plural and vice versa and references to any gender includes the other gender;
- iii. references to a statute or statutory provision include that statute or provision as from time to time modified or re-enacted or consolidated and (so far as liability thereunder may exist or can arise) shall include also any past statutory provision (as from time to time modified or re-enacted or consolidated) which such provision has directly or indirectly replaced, provided that nothing in this Clause shall operate to increase the liability of any Parties beyond that which would have existed had this Clause been omitted;
- iv. references to a document shall be a reference to that document as modified, amended, novated or replaced from time to time;
- v. headings are for convenience only and shall be ignored in



- construing or interpreting any provision of this Scheme;
- vi. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (and not merely the Sub-Clause, paragraph or other provision) in which the expression occurs;
 - vii. references to Clauses are to Clauses of this Scheme;
 - viii. references to any person shall include that person's successors and permitted assigns or transferees;
 - ix. references to the words "including", "include" or "includes" shall be interpreted in a manner as though the words "without limitation" immediately followed the same;
 - x. references to the words "hereof", "herein" and "hereunder" and words of similar importance shall refer to this Scheme as a whole and not to any particular provision of this Scheme;
 - xi. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generic with any foregoing words;
 - xii. the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings; and
 - xiii. the Schedules shall constitute an integral part of this Scheme.

3. SHARE CAPITAL

- 3.1 The authorized, issued, subscribed and paid-up share capital of RL as on 31 March 2023 is as under:

Share Capital	Amount in Rs.
Authorized Share Capital	
9,00,00,000 Equity Shares of Rs. 10 each	90,00,00,000
1,00,00,000 Preference Shares of Rs. 10 each	10,00,00,000
TOTAL	1,00,00,00,000
Issued, Subscribed and Paid-up Share Capital	
6,65,73,731 Equity Shares of Rs. 10 each	66,57,37,310
TOTAL	66,57,37,310

Subsequent to the above date and till date of approval of this Scheme by the Board, there has been no change in the issued, subscribed and paid-up capital of RL.

- 3.2 The authorized, issued, subscribed and paid-up share capital of RCCL as on 31 March 2023 is as under:

Share Capital	Amount in Rs.
Authorized Share Capital	
30,30,000 equity shares of Rs. 10 each	3,03,00,000
TOTAL	3,03,00,000
Issued, Subscribed and Paid-up Share Capital	
29,80,000 equity shares of Rs. 10 each	2,98,00,000
TOTAL	2,98,00,000



As on date of the Scheme being approved by the Board of RCCL, there has been a split of shares which has been approved by the Board of RCCL on 25 April 2023. Further, pursuant to above, there has been change in the issued, subscribed and paid-up capital of RCCL which is as under:

Share Capital	Amount in Rs.
Authorized Share Capital	
1,51,50,000 equity shares of Rs. 2 each	3,03,00,000
TOTAL	3,03,00,000
Issued, Subscribed and Paid-up Share Capital	
1,49,00,000 equity shares of Rs. 2 each	2,98,00,000
TOTAL	2,98,00,000

- 3.3 The authorized, issued, subscribed and paid-up share capital of RG as on 31 March 2023 is as under:

Share Capital	Amount in Rs.
Authorized Share Capital	
1,04,00,000 Equity Shares of Rs. 10 each	10,40,00,000
TOTAL	10,40,00,000
Issued, Subscribed and Paid-up Share Capital	
73,22,200 Equity Shares of Rs. 10 each	7,32,22,000
TOTAL	7,32,22,000

Subsequent to the above date and till date of approval of this Scheme by the Board, there has been no change in the issued, subscribed and paid-up capital of RG.

4. **DATE OF TAKING EFFECT AND OPERATIVE DATE**

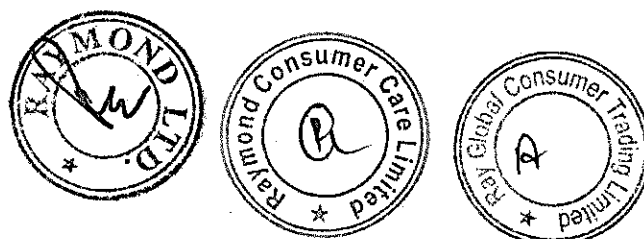
Each part of the Scheme set out herein in its present form or with any modifications(s) in accordance with Clause 32 of the Scheme shall, unless otherwise specified, be effective from the Appointed Date but operative from the Effective Date.

PART B

DEMERGER OF THE LIFESTYLE BUSINESS UNDERTAKING INTO THE RESULTING COMPANY

5. **TRANSFER AND VESTING OF LIFESTYLE BUSINESS UNDERTAKING OF THE DEMERGED COMPANY INTO THE RESULTING COMPANY**

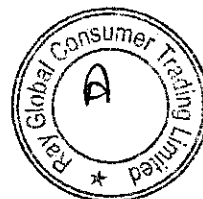
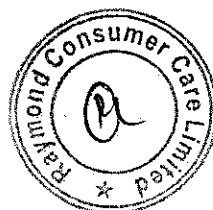
- 5.1 Upon the Scheme becoming effective, with effect from the Appointed Date, the Lifestyle Business Undertaking of the Demerged Company shall, in accordance with Section 2(19AA) of the IT Act and Sections



230 to 232 read with section 66 of the Act and all other Applicable Laws, without any further act or instrument, deed, matter or thing be transferred to and vested in the Resulting Company on a 'going concern' basis.

5.2 Without prejudice to the generality of Clause 5.1 above, upon the Scheme becoming effective, with effect from the Appointed Date, the Lifestyle Business Undertaking of the Demerged Company as a going concern, including

- (I) all the assets, property, rights, titles and benefits, whether movable or immovable, real or personal, present or contingent, in possession or reversion or otherwise, corporeal or incorporeal, tangible or intangible including without limitation
 - (a) all property, manufacturing facilities and all structures standing thereon, equipments, buildings, the fixed and movable plant and machinery, furniture and fixtures, electrical installations, vehicles, computers, communication devices, offices and retail stores, if any;
 - (b) all capital work in progress including all property, plant and equipments and all investment properties, if any;
 - (c) all investment properties including land, buildings, the fixed and movable furniture and fixtures, office, plant and machinery, electrical installations and equipments, computers, communication devices, if any;
 - (d) all intangible assets and all intangible assets under development including computer softwares, if any;
 - (e) all investments including investment in joint ventures, partnership firms of joint ventures, capital investment in partnership firms, associations of persons, mutual funds, if any;
 - (f) all other financial assets including fixed deposits with banks, if any;
 - (g) all deferred tax assets, if any;
 - (h) all land and building (whether owned, leased, licensed or otherwise under the possession of the Lifestyle Business Undertaking), if any;
 - (i) current assets including finished goods, stock in trade, trade receivables, bills, credits, loans and advance, if any, whether recoverable in cash or kind or for value to be received, investments, reserves, cash and bank balances and deposits with any government, quasi – government, local or other authority or body or with company or other person, funds, permissions, income tax assets including benefits under income tax, service tax / sales tax / value added tax / GST / excise duty and / or any other statutes, incentives, if any;
 - (j) all other current and non-current assets including capital advances, security deposits, advances to



- vendors, advances recoverable in cash or kind, balance with government authorities, contract assets, prepaid expenses, if any;
- (k) business licenses, permits, lease, tenancy rights, letters of intent, authorizations, registrations, intellectual property rights such as copyrights, patents, trademarks, trade names and other industrial or intellectual property rights of any nature whatsoever relating to the Lifestyle Business Undertaking, if any;
 - (l) privileges, liberties, easements, advantages, benefits and approvals, deposits, advance and other taxes paid to the authorities, if any;
 - (m) consent, approvals or powers of every kind and description, agreements, software license, domain/ website etc., applications, statutory permissions, consents and registrations or approvals obtained from relevant authorities, if any;
- (II) all debts, liabilities, duties and obligations of any kind, nature or description, secured or unsecured, current or non-current, whether provided for or not, including contingent liabilities.

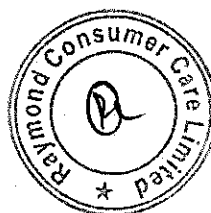
shall pursuant to the Order of the NCLT and pursuant to provisions of Sections 230 to 232 read with section 66 and other applicable provisions of the Act and without any notice, intimation, and without any further act, instrument or deed, but subject to the charges affecting the same, be vested in the Resulting Company so as to become the properties and liabilities (as the case may be) of the Resulting Company.

- 5.3 Upon the Scheme becoming effective, with effect from the Appointed Date, in respect of all the assets (of the Lifestyle Business Undertaking of the Demerged Company of whatsoever nature and where so ever situated and incapable of passing by manual delivery and/or endorsement or otherwise however, shall, under the provisions of Sections 230 to 232 read with section 66 and all other applicable provisions of the Act, without any further act or deed be transferred to and vested in and/or deemed to be transferred to and vested in the Resulting Company so as to vest in the Resulting Company all the rights, title and interest of Lifestyle Business Undertaking of the Demerged Company therein.
- 5.4 Upon this Scheme becoming effective and with effect from the Appointed Date, all Intellectual Property Rights of the Demerged Company related to the Lifestyle Business ("Lifestyle Intellectual Property Rights"), shall without any requirement of any further act or assignment deed stand transferred and vested in the Resulting Company. This Scheme shall serve as a requisite consent for use and transfer of Lifestyle Intellectual Property Rights without requiring the execution of any further assignment deed or any other deed or document so as to transfer of the said Lifestyle Intellectual Property



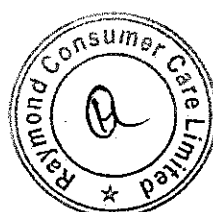
Rights in favour of the Resulting Company. Further, as decided by the Board of the Demerged Company, for procedural purposes it may execute an assignment deed, if required for the purpose of transfer of Lifestyle Intellectual Property Rights pursuant to this Scheme.

- 5.5 Upon the Scheme becoming effective, with effect from the Appointed Date, in respect of all the movable assets of the Lifestyle Business Undertaking of the Demerged Company, the assets which are otherwise capable of transfer by physical delivery or endorsement and/ or delivery, including cash on hand, shall be so transferred to the Resulting Company, and deemed to have been physically handed over by physical delivery or by endorsement and/ or delivery, as the case may be, to the Resulting Company to the end and intent that the property and benefit therein passes to the Resulting Company without requiring any separate deed, instrument, or writing for the same.
- 5.6 Upon the Scheme becoming effective, with effect from the Appointed Date, in respect of the movable properties, if any, of the Lifestyle Business Undertaking of the Demerged Company, other than those specified in Clause 5.4 and Clause 5.3 above and any intangible assets including sundry debtors, outstanding loans and advances, outstanding debts, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, the Resulting Company may itself or require the Demerged Company (and the Demerged Company shall upon such requisition from the Resulting Company), at any time after coming into effect of this Scheme in accordance with the provisions hereof, if so required under any Applicable Law or otherwise, give notices in such form as it may deem fit and proper, to each person, debtors or depositors, as the case may be, that pursuant to the NCLT having sanctioned the Scheme, the said debt, outstanding loans and advances, outstanding deposit be paid or made good or held on account of the Resulting Company as the person entitled and intent thereto to the end and intent that the right of the Demerged Company to recover or realize all such debts (including the debts payable by such persons or depositors to the Demerged Company) stands transferred and assigned to the Resulting Company and that appropriate entries should be passed in their respective books to record the aforesaid change.
- 5.7 Upon the Scheme becoming effective, with effect from the Appointed Date, in respect of the immovable properties, if any, of the Lifestyle Business Undertaking of the Demerged Company, whether or not included in the books of the Demerged Company, whether freehold or leasehold/licensed and any documents of title, rights and easements in relation thereto, shall stand transferred to and be vested in the Resulting Company, without any act or deed done by the Demerged Company and/ or the Resulting Company. With effect from the Appointed Date, the Resulting Company shall be entitled to exercise all rights and privileges and be liable to pay lease rent/license fees,



municipal taxes and fulfil all obligations, in relation to or applicable to such immovable properties. The mutation/assignment of title or rights to the immovable properties in the name of the Resulting Company shall be made and duly recorded by the appropriate authorities or the concerned lessors/licensors pursuant to the sanction of this Scheme by the NCLT and upon the Scheme becoming effective in accordance with the terms hereof without any further act or deed on part of the Resulting Company.

- 5.8 Loans, advances and other obligations if any, due or which may at any time in future become due between the Lifestyle Business Undertaking of the Demerged Company and the Resulting Company shall stand cancelled and there shall be no liability in that behalf on either party.
- 5.9 Upon the Scheme becoming effective, with effect from the Appointed Date, subject to Applicable Law, all the Governmental Approvals, statutory licenses, permissions or approvals or consents, required to carry on the Lifestyle Business Undertaking of the Demerged Company shall stand vested in or transferred to the Resulting Company without any further act or deed and shall be appropriately mutated by the authorities concerned in favour of the Resulting Company. The benefit of all Governmental Approvals, statutory licenses, permissions or approvals or consents shall vest in and shall be in full force and effect against or in favour of the Resulting Company and may be enforced as fully and effectually as if instead of the Demerged Company, the Resulting Company had been the party thereto or the beneficiary or obligee thereof pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, if any, granted by any Government Authority pursuant to Applicable Law or by any other person, or availed of by the Demerged Company, as the case may be, the same shall vest with and be available to the Resulting Company on the same terms and conditions.
- 5.10 Upon the Scheme becoming effective, with effect from the Appointed Date, in respect of all debts, liabilities, contingent liabilities, present or future, duties and obligations, secured or unsecured, whether known or unknown, including listed NCDS, contingent/ potential Tax liabilities of the Lifestyle Business Undertaking shall pursuant to the applicable provisions of the Act shall stand transferred to and be vested in the Resulting Company, without any act or deed done by the Demerged Company and/ or the Resulting Company. Further, Resulting Company shall undertake to meet, discharge and satisfy the same in terms of their respective terms and conditions, if any. Subject to the requirements, if any, imposed or concessions, if any, by the Stock Exchanges, and other terms and conditions agreed with the Stock Exchanges, the Listed NCDs vested in the Resulting Company, shall continue to be listed and/or admitted to trading on the relevant Stock Exchanges, where the NCDs are currently listed, subject to applicable regulations and prior approval requirements. The Board of Directors of the Companies shall be authorized to take such steps and



do all acts, deeds and things in relation to the foregoing. For the sake of completeness, it is clarified that all terms thereof will remain the same for the holders and there will be no transfer, reissue or swap of the security/ instrument from the perspective of the holders thereof. Further, for the avoidance of doubt, it is clarified that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause.

- 5.11 Pursuant to Clause 5.10 above, the holders of NCDs of the Demerged Company whose names are recorded in the relevant registers of the Demerged Company on the Record Date, if any, or their legal heirs, executors or administrators or (in case of a corporate entity) its successors, shall continue holding the same number of NCDs in the Resulting Company as held by such NCD holder in the Demerged Company and on the same terms and conditions.
- 5.12 The Demerged Company may, at its sole discretion but without being obliged to, give notice in such form as it may deem fit and proper, to such persons, as the case may be, that any debt, receivable, bill, credit, loan, advance, debenture or deposit, contracts or policies relating to the Lifestyle Business Undertaking stands transferred to and vested in the Resulting Company and that appropriate modification should be made in their respective books/ records to reflect the aforesaid changes.
- 5.13 Unless otherwise agreed to between the Board of the Demerged Company and the Resulting Company the vesting of all the assets of the Demerged Company forming part of the Lifestyle Business Undertaking, as aforesaid, shall be subject to the Encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such Encumbrances shall be confined only to the relevant assets forming part of the Lifestyle Business Undertaking of the Demerged Company or part thereof on or over which they are subsisting on and vesting of such assets in the Resulting Company and no such Encumbrances shall extend over or apply to any other asset(s) of Resulting Company. Any reference in any security documents or arrangements (to which the Demerged Company is a party) related to any assets of Demerged Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of Resulting Company. Similarly, Resulting Company shall not be required to create any additional security over assets vested under this Scheme for any loans, deposits or other financial assistance already availed of/ to be availed of by it, and the Encumbrances in respect of such indebtedness of the Demerged Company shall not extend or be deemed to extend or apply to the assets so vested.
- 5.14 In so far as any Encumbrance in respect of liabilities pertaining to the Lifestyle Business Undertaking is concerned, such Encumbrance shall without any further act, instrument, or deed being required to be

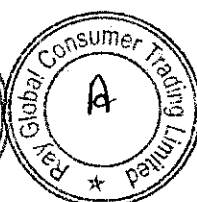
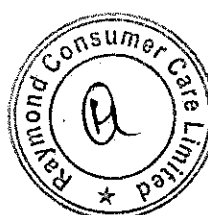


modified and, if so agreed, shall be extended to and shall operate over the assets of the Resulting Company. For the avoidance of doubt, it is hereby clarified that, in so far as the assets comprising the Remaining Business are concerned, the Encumbrance, if any, over such assets relating to the liabilities pertaining to the Lifestyle Business Undertaking is concerned, without any further act, instrument or deed being required, be released and discharged from the obligations and Encumbrances relating to the same. Further, in so far as the assets comprised in the Lifestyle Business Undertaking are concerned, the Encumbrance over such assets relating to any loans, borrowings or other debts which are not transferred to the Resulting Company pursuant to this Scheme and which shall continue with the Demerged Company, shall without any further act or deed be released from such Encumbrance and shall no longer be available as security in relation to such liabilities.

- 5.15 Taxes, if any, paid or payable by Demerged Company after Appointed Date and specifically pertaining to Lifestyle Business Undertaking shall be treated as paid or payable by the Resulting Company and the Resulting Company shall be entitled to claim the credit, refund or adjustment for the same as may be applicable.
- 5.16 Upon the Scheme becoming effective, the Demerged Company and/ or the Resulting Company shall have the right to revise their respective financial statements, income-tax returns, tax deducted at source returns and other statutory return along with prescribed forms, filing and annexure under Tax Laws and to claim refunds, credit of the tax deducted at source, credit of minimum alternative tax, credit of foreign taxed paid/ withheld, carry forward of tax losses, credit in respect of sales tax, value added tax, service tax, goods and serviced tax and other indirect tax etc., and for the matters incidental thereto, if required. To give effect to the provisions of the scheme. It is further clarified that the Resulting Company shall be entitled to claim deduction under section 43B of the IT Act in respect of unpaid liabilities transferred to it as part of the Lifestyle Business Undertaking to the extent not claimed by Demerged Company.
- 5.17 On and from the Effective Date, all cheques and other negotiable instruments and payments order received or presented for encashment which are in the name of the Demerged Company and are in relation to or in connection with the Lifestyle Business Undertaking, shall be accepted by the bankers of the Resulting Company and credited to the account of Resulting Company, if presented by Resulting Company.

6. CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS, ETC.

- 6.1 Upon the Scheme being effective, with effect from the Appointed Date and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments, whether pertaining to immovable properties or otherwise of whatsoever nature and which are subsisting or have effect immediately before the Effective



Date and relating to the Lifestyle Business Undertaking of the Demerged Company, shall continue in full force and effect on or against or in favor of, as the case may be, the Resulting Company and may be enforced as fully and effectually as if, instead of the Demerged Company, the Resulting Company had been a party or beneficiary or obligee thereto or there under.

- 6.2 The Resulting Company, at any time after the Scheme taking effect in accordance with the provisions hereof, may without being obliged and if it so deems appropriate at its sole discretion, or if required under any Applicable Law, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement to which the Demerged Company is a party in order to give formal effect to the provisions of this Scheme. The Resulting Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Demerged Company to carry out or perform all such formalities or compliances, referred to above, on behalf of the Demerged Company.

7. LEGAL PROCEEDINGS

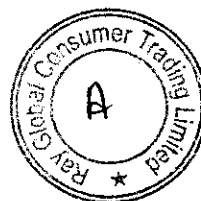
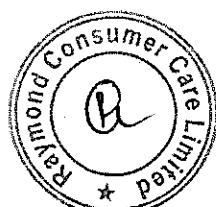
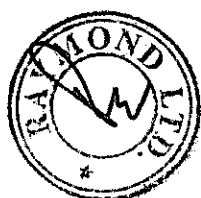
- 7.1 All legal proceedings, including arbitration proceedings, of whatsoever nature by or against the Demerged Company pending and / or arising at or after the Appointed Date, as and from the Effective Date and relating to the Lifestyle Business Undertaking, shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Resulting Company in the manner and to the same extent as would or might have been continued and enforced by or against the Demerged Company.

- 7.2 After the Appointed Date, if any proceedings are taken against the Demerged Company in respect of the matters referred in the Clause 7.1 above, the Demerged Company shall defend the same in accordance with advice and instructions of the Resulting Company at the cost of the Resulting Company, and the Resulting Company shall reimburse and indemnify the Demerged Company against all liabilities and obligations incurred by the Demerged Company in respect thereof.

- 7.3 Immediately after the Effective Date, the Resulting Company shall ensure to have all legal or other proceedings initiated by or against the Demerged Company in relation to the Lifestyle Business Undertaking referred to in Clause 7.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Resulting Company after the Effective Date.

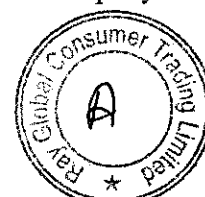
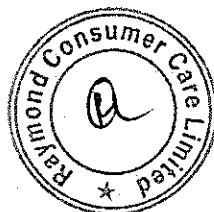
8. EMPLOYEES

- 8.1 All the Employees of the Lifestyle Business Undertaking, who are in service on the date immediately preceding the Effective Date shall, on and from the Effective Date become and be engaged as the



Employees of the Resulting Company, without any break or interruption in service as a result of the demerger and on terms and conditions not less favorable than those applicable to them with reference to the Lifestyle Business Undertaking immediately preceding the Effective Date. Services of the Employees of the Lifestyle Business Undertaking shall be taken into account from the date of their appointment with the Resulting Company for the purposes of all retirement benefits and all other entitlements for which they may be eligible. The Resulting Company further agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Demerged Company shall also be taken into account.

- 8.2 The services of such Employees shall not be treated as being broken or interrupted for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Demerged Company.
- 8.3 The Demerged Company shall not vary the terms and conditions of employment of any of the Employees of the Lifestyle Business Undertaking except in the ordinary course of business or without the prior consent of the Resulting Company or pursuant to any pre-existing obligation undertaken by the Demerged Company as the case may be, prior to the Effective Date.
- 8.4 In so far as the existing provident fund, gratuity fund and pension and/ or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by the Demerged Company pursuant to Applicable Laws or otherwise (collectively referred to as the "Funds"), the Funds and such of the investments made by the Funds which pertains/ relates to the Employees of the Lifestyle Business Undertaking of the Demerged Company shall be transferred to separate funds of the Resulting Company for the benefit of the Employees of the Lifestyle Business Undertaking of the Demerged Company or be transferred to and merged with the similar funds, if any, of the Resulting Company. In the event that the Resulting Company does not have its own funds in respect of any of the above, the Resulting Company may, subject to necessary Governmental Approvals, continue to contribute to the relevant Funds of the Demerged Company, until such time that the Resulting Company creates its own fund, at which time the Funds and the investments and contributions pertaining to the Employees of the Lifestyle Business Undertaking of the Demerged Company shall be transferred to the funds created by the Resulting Company. It is clarified that the services of the Employees of the Lifestyle Business Undertaking of the Demerged Company will be treated as having been continuous for the purpose of the said fund or funds.
- 8.5 Any question that may arise as to whether any employee belongs to or does not belong to the Lifestyle Business Undertaking shall be decided by Board of Directors of the Demerged Company.

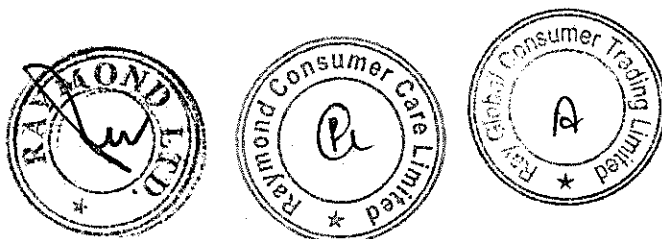


- 8.6 In respect of the stock options under the RL-ESOP 2023 scheme it is hereby clarified that the Board of Directors of the Resulting Company may, at its sole discretion put in place suitable stock option scheme on terms and conditions not less favourable to the option holders which will be offered to such option holders whose options have been granted under the RL-ESOP 2023 pursuant to this Clause.
- 8.7 While granting stock options, the Resulting Company shall take into account the period during which the option holders held RL-ESOP 2023 granted by the Demerged Company, prior to the issuance of the RL-ESOP 2023, by the Resulting Company for determining minimum vesting period required for stock options granted by the Resulting Company, subject to Applicable Laws.

9. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

With effect from the Appointed Date to the Effective Date:

- (a) the Demerged Company shall carry on, and shall be deemed to have carried on, all the business, activities and operations relating to the Lifestyle Business Undertaking, and shall hold and stand possessed of and shall be deemed to have held and stood possessed of the assets, properties and liabilities of the Lifestyle Business Undertaking, on account of and/ or on behalf of and/ or for the benefit of and / or in trust for, the Resulting Company.
- (b) the Demerged Company shall not without the prior written consent of the Board of Directors of the Resulting Company or pursuant to any pre-existing obligation, sell, transfer or otherwise alienate, charge, mortgage or encumber or otherwise deal with or dispose of the undertaking relating to the Lifestyle Business Undertaking or any part thereof except in the ordinary course of its business.
- (c) the Demerged Company shall not vary the terms and conditions of service of its permanent employees relating to the Lifestyle Business Undertaking or recruit any new employees except in the ordinary course of its business or as per past prevailing practices.
- (d) the Resulting Company shall be entitled, pending sanction of the Scheme, to apply to the relevant Governmental Authority as necessary under any Applicable Law for such Governmental Approval, which the Resulting Company may require to carry on the business of Lifestyle Business Undertaking. Further, the Demerged Company shall extend all assistance to the Resulting Company, if requested by the Resulting Company, in obtaining the said Governmental Approvals.



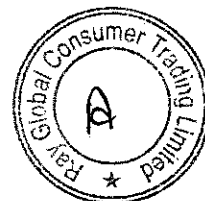
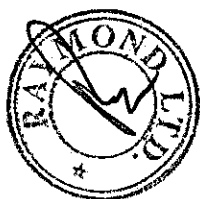
- (e) Taxes, if any, paid or payable by the Demerged Company specifically pertaining to the Lifestyle Business Undertaking shall be treated as paid or payable by the Resulting Company and the Resulting Company shall be entitled to claim the credit, refund or adjustment for the same as may be applicable. The Demerged Company shall not claim credit of the same. All the profits or incomes accruing or arising and all expenditure or losses arising or incurred (including all Taxes, if any, paid or accruing in respect of any profits and income) by the Demerged Company in relation to the Lifestyle Business Undertaking shall, for all purposes, be treated and be deemed to be and accrue as the profits or incomes, or as the case may be, expenditure or losses (including Taxes) of, the Resulting Company.

Any of the rights, powers, authorities and privileges attached or related or pertaining to the Lifestyle Business Undertaking and exercised by or available to the Demerged Company, shall be deemed to have been exercised for and on behalf of and as an agent for the Resulting Company. Further, any of the obligations, duties and commitments attached, relating or pertaining to the Lifestyle Business Undertaking that have been undertaken or discharged by the Demerged Company shall be deemed to have been undertaken or discharged for and on behalf of and as an agent for the Resulting Company.

10. DECLARATION OF DIVIDEND, BONUS, ETC

- 10.1 For the avoidance of doubt it is hereby clarified that nothing in this Scheme shall prevent the Demerged Company from issuing fully paid-up bonus equity shares to its shareholders by capitalization of reserves.
- 10.2 Until the coming into effect of this Scheme, the holders of equity shares of the Demerged Company and equity shares of the Resulting Company shall, save as expressly provided otherwise in this Scheme, continue to enjoy their existing respective rights under their respective Articles of Associations.
- 10.3 It is clarified that the aforesaid provisions in respect of declaration of dividends, whether interim or final, or issuance of fully paid bonus equity shares, are enabling provisions only and shall not be deemed to confer any right on any member of the Demerged Company and/or the Resulting Company to demand or claim any dividends/ bonus which, subject to the provisions of the Act, shall be entirely at the discretion of the respective Boards of Directors of the Demerged Company and the Resulting Company and subject, wherever necessary, to the approval of the shareholders of the Demerged Company and the Resulting Company.

11. SAVING OF CONCLUDED TRANSACTIONS



The transfer and vesting of the Lifestyle Business Undertaking as above and the continuance of proceedings by or against the Demerged Company in relation to the Lifestyle Business Undertaking shall not affect any transaction or proceedings already concluded till the Effective Date in accordance with this Scheme, to the end and intent that the Resulting Company accepts and adopts all acts, deeds and things done and executed by the Demerged Company in respect thereto as done and executed on behalf of the Resulting Company.

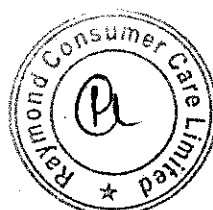
12. CONSIDERATION

- 12.1 Upon the Scheme becoming effective and upon vesting of the Lifestyle Business Undertaking of the Demerged Company into the Resulting Company, the Resulting Company shall, without any further application or deed, issue and allot to the shareholders of the Demerged Company whose name appears in the register of members of the Demerged Company as on the Record Date or to their respective heirs, executors, administrators, legal representatives or the successors in title, as the case may be as may be recognized by the Board of Directors of the Resulting Company, in the following proportion:

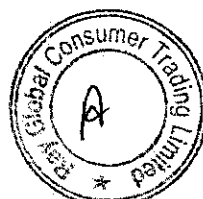
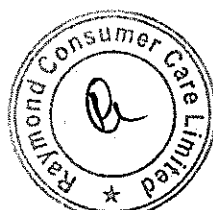
“Four [4 Only] equity share of Raymond Consumer Care Limited of INR 2/- each fully paid up for every Five [5 Only] equity shares of Raymond Limited of INR 10/- each fully paid up.”

(Equity shares to be issued by the Resulting Company as above are hereinafter referred to as “New Equity Shares 1”).

- 12.2 In the event that the New Equity Shares 1 to be issued result in fractional entitlement, the Resulting Company shall not issue fractional shares to such shareholder but shall consolidate all such fractions and round up the aggregate of such fractions to the next whole number and issue consolidated shares to a trustee (nominated by the Resulting Company in that behalf), who shall hold such shares, with all additions or accretions thereto, in trust for the benefit of the respective shareholders to whom they belong for the specific purpose of selling such shares in the market at such price or prices and at any time within a period of 90 days from the date of allotment of New Equity Shares 1, as the trustee may, in its sole discretion, decide and distribute the net sale proceeds (after deduction of the expenses incurred and applicable tax) to the respective shareholders in the same proportion of their fractional entitlements. Any fractional entitlements from such net proceeds shall be rounded off to the next Rupee.
- 12.3 The Resulting Company shall take necessary steps to increase, alter, or re-classify, if necessary, its authorized share capital suitably to enable it to issue and allot the New Equity Shares 1 required to be issued and allotted by it under this Scheme.



- 12.4 The consideration to be issued and allotted under Clause 12.1 of the Scheme shall be in accordance with the applicable laws and regulations in force and contractual/ other arrangement between parties, if any.
- 12.5 New Equity Shares 1 to be issued and allotted as above shall be subject to and in accordance with the Memorandum and Articles of Association of the Resulting Company. New Equity Shares 1 issued and allotted by the Resulting Company in terms of this Scheme shall rank pari-passu in all respects with the existing shares of the Resulting Company including with respect to dividend, bonus, right shares, voting rights and other corporate benefits attached to the equity shares of the Resulting Company.
- 12.6 The approval of this Scheme by the shareholders of the Resulting Company shall be deemed to be due compliance of the provisions of section 42, section 62, if applicable, and all the other relevant and applicable provisions of the Act for the issue and allotment of New Equity Shares 1 by the Resulting Company to the shareholders of the Demerged Company, as provided in this Scheme.
- 12.7 The consideration in the form of New Equity Shares 1 shall be issued and allotted by the Resulting Company in dematerialized form to all the shareholders of the Demerged Company.
- 12.8 In the event that the Demerged Company and the Resulting Company restructure their equity share capital by way of share split/ consolidation/ issue of bonus shares during the pendency of the Scheme, the share exchange ratio, per Clause 12.1 above; shall be adjusted accordingly to take into account the effect of any such corporate actions.
- 12.9 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Demerged Company, the Board of the Demerged Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of shares in the Demerged Company.
- 12.10 New Equity Shares 1 to be issued by the Resulting Company pursuant to this Scheme in respect of any shares of the Demerged Company which are held in abeyance under the provisions of section 126 of the Act or otherwise shall pending allotment or settlement of dispute by order of Court or otherwise, be held in abeyance by the Resulting Company.
- 12.11 New Equity Shares 1 to be issued by the Resulting Company in lieu of the shares of the Demerged Company held in the unclaimed



suspense account shall be issued to a new unclaimed suspense account created for shareholders of the Resulting Company.

- 12.12 The Resulting Company shall, if and to the extent required, apply for and obtain any approvals from the appropriate authorities including the Reserve Bank of India, for the issue and allotment of Equity Shares of the Resulting Company to non-resident equity shareholders of the Demerged Company, if any, in terms of the Applicable Laws, including rules and regulations applicable to foreign investment.

13. ACCOUNTING TREATMENT IN THE DEMERGED COMPANY AND THE RESULTING COMPANY

13.1 In the books of the Demerged Company

Pursuant to the Scheme becoming effective, the Demerged Company shall account for the demerger of Lifestyle Business Undertakings in its books of account on the effective date in the following manner, in accordance with Appendix A, Distribution of Non-Cash Assets to Owners, of Indian Accounting Standards ('Ind AS') 10, Events after the Reporting Period, notified under Section 133 of the Act read with the Companies (Indian Accounting Standards) Rules, 2015:

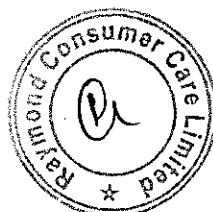
- (i) The Demerged Company shall reduce the carrying value of all the assets and liabilities pertaining to the Demerged Undertaking at the values appearing in its books of account (i.e., the book value) at the Effective date, that are transferred to the Resulting Company pursuant to the Scheme.
- (ii) The Demerged Company shall debit the fair value of the aforesaid non-cash assets and liabilities to retained earnings and the difference, if any, between such fair value and the carrying amount of the non-cash assets as per (i) above, shall be credited/ charged to the Statement of Profit and Loss.

13.2 In the books of the Resulting Company

Notwithstanding anything to the contrary contained herein, the Resulting Company shall account for the demerger of the lifestyle business undertaking in its books of accounts using the acquisition method under Ind AS 103, *Business Combinations* and other applicable accounting principles as prescribed under the Companies (Indian Accounting Standards) Rules, 2015 (Ind AS) as notified under Section 133 of the Companies Act, 2013, as may be amended from time to time and on the date as determined under Ind AS.

14. VALIDITY OF EXISTING RESOLUTIONS, ETC

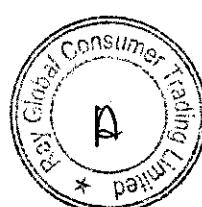
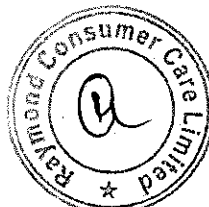
Upon the coming into effect of the Scheme, the resolutions of the Demerged Company in relation to the Lifestyle Business



Undertaking as are considered necessary by the Board of Directors of the Resulting Company which are validly subsisting be considered as resolutions of the Resulting Company. If any such resolutions have any monetary limits approved under the provisions of the Act or of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of Directors of the Resulting Company, shall be added to the limits, if any, under the like resolutions passed by the Resulting Company.

15. REMAINING UNDERTAKING OF THE DEMERGED COMPANY

- 15.1 The Remaining Undertaking of the Demerged Company and all the assets, properties, rights, liabilities and obligations thereto shall continue to belong to and be vested in and be managed by the Demerged Company and the Resulting Company shall have no right, claim or obligation in relation to the Remaining Undertaking of the Demerged Company. From the Appointed Date, the Demerged Company shall carry on the activities and operations of the Remaining Undertaking of the Demerged Company distinctly and as a separate business from the Lifestyle Business Undertaking. It is hereby clarified that the Demerged Company shall continue to have the right, title, interest in and the right to license the Non-Lifestyle Intellectual Property Rights for all businesses whether or not currently undertaken by the Demerged Company.
- 15.2 All legal, taxation and other proceedings whether civil or criminal (including before any statutory or quasi-judicial authority or tribunal) by or against the Demerged Company under any statute, whether pending on the Appointed Date or which may be instituted at any time thereafter, and in each case pertaining to the Remaining Undertaking of the Demerged Company shall be continued and enforced by or against the Demerged Company after the Effective Date. The Resulting Company shall in no event be responsible or liable in relation to any such legal or other proceeding against the Demerged Company.
- 15.3 With effect from the date of approval of this Scheme by the Board of Directors of the Demerged Company and the Resulting Company and up to, including and beyond the Effective Date, the Demerged Company:
- (i) shall be deemed to have been carrying on and to be carrying on all the business and activities relating to the Remaining Undertaking of the Demerged Company for and on its own behalf; and
 - (ii) all profits accruing to the Demerged Company thereon or losses arising or incurred by it relating to the Remaining Undertaking of the Demerged Company shall for all purposes be treated as the profits or losses, as the case may be, of the Demerged Company.

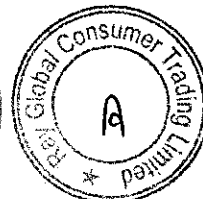
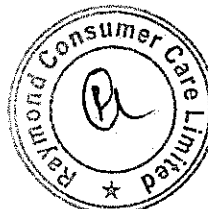


PART C

**AMALGAMATION OF THE TRANSFEROR COMPANY WITH
THE TRANSFEREE COMPANY**

**16. TRANSFER AND VESTING OF ASSETS AND LIABILITIES
OF THE TRANSFEROR COMPANY WITH THE
TRANSFEREE COMPANY**

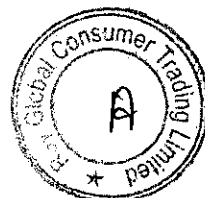
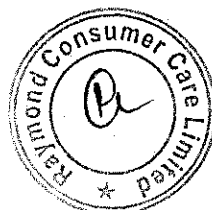
- 16.1 Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date, upon the Scheme becoming effective the entire business and whole of the undertaking of the Transferor Company as a going concern shall pursuant to the provisions contained in Sections 230 to 232 read with section 66 and all other applicable provisions, if any, of the Act and without any further act or deed shall stand transferred to and vested with and / or be deemed to be transferred to and vested with the Transferee Company.
- 16.2 Without prejudice to the generality of Clause 16.1 above, upon the Scheme becoming effective, with effect from the Appointed Date, the entire business and whole of the undertaking of the Transferor Company as a going concern, including
- (I) all the assets, property, rights, titles and benefits, whether movable or immovable, real or personal, present or contingent, in possession or reversion or otherwise, corporeal or incorporeal, tangible or intangible including without limitation
- (a) all property, plant and equipments including buildings, the fixed and movable furniture and fixtures, plant and machinery, electrical installations and equipments, vehicles, , computers, communication devices, office/ construction/ other equipments, if any,
- (b) all capital work in progress including all property, plant and equipments and all investment properties, if any,
- (c) all investment properties including land, buildings, the fixed and movable furniture and fixtures, office/ construction/ other equipments, plant and machinery, electrical installations and equipments, computers, communication devices, if any,
- (d) all intangible assets and all intangible assets under development including computer softwares, if any,
- (e) all investments including investment in joint ventures, partnership firms of joint ventures, capital investment in partnership firms, associations of persons, mutual funds, if any,
- (f) all other financial assets including fixed deposits with banks, if any,



- (g) all deferred tax assets, if any,
 - (h) all land and building (whether owned, leased, licensed or otherwise under the possession of the Transferor Company), if any,
 - (i) current assets including finished goods, stock in trade, trade receivables, bills, credits, loans and advance, if any, whether recoverable in cash or kind or for value to be received, investments, reserves, cash and bank balances and deposits with any government, quasi – government, local or other authority or body or with company or other person, funds, permissions, income tax assets including benefits under IT Act, service tax / sales tax / value added tax / GST / excise duty and / or any other statues, incentives, if any,
 - (j) all other current and non-current assets including capital advances, security deposits, advances to vendors, advances recoverable in cash or kind, balance with government authorities, contract assets, prepaid expenses, if any,
 - (k) business licenses, permits, lease, tenancy rights, letters of intent, authorizations, registrations, intellectual property rights such as copyrights, patents, trademarks, trade names and other industrial or intellectual property rights of any nature whatsoever relating to the Transferor Company, if any,
 - (l) privileges, liberties, easements, advantages, benefits and approvals, deposits, advance and other taxes paid to the authorities, if any,
 - (m) consent, approvals or powers of every kind and description, agreements, software license, domain/ website etc., applications, statutory permissions, consents and registrations or approvals obtained from relevant authorities, if any,
- (II) all debts, liabilities, duties and obligations of any kind, nature or description, secured or unsecured, current or non-current, whether provided for or not, including contingent liabilities.

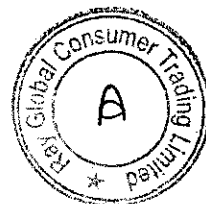
shall pursuant to the Order of the NCLT and pursuant to provisions of Sections 230 to 232 read with section 66 and other applicable provisions of the Act and without any notice, intimation, and without any further act, instrument or deed, but subject to the charges affecting the same, be vested in the Transferee Company so as to become the properties and liabilities (as the case may be) of the Transferee Company.

16.3 Upon the Scheme becoming effective, with effect from the Appointed Date, in respect of the movable assets of the Transferor Company, if any, the assets which are otherwise capable of transfer by physical delivery or endorsement and/ or delivery, including cash on hand,



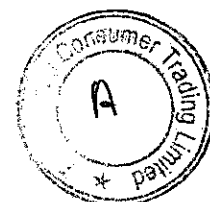
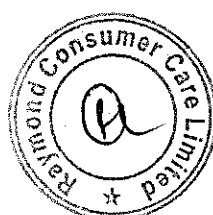
shall be so transferred to the Transferee Company, and deemed to have been physically handed over by physical delivery or by endorsement and/ or delivery, as the case may be, to the Transferee Company to the end and intent that the property and benefit therein passes to the Transferee Company without requiring any separate deed, instrument, or writing for the same.

- 16.4 Upon the Scheme becoming effective, with effect from the Appointed Date, in respect of the movable properties, if any, of the Transferor Company, other than those specified in Clause 16.3 above, including sundry debtors, outstanding loans and advances, if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, semi-Government, local and other authorities and bodies, customers and other persons, shall without any further act, instrument or deed, be transferred and vested as the property of the Transferee Company (although the Transferee Company may without being obliged and if it so deems appropriate at its sole discretion, give notice in such form as it may deem fit and proper, to each person, debtor, depositor, as the case may be, that such debt, loan, advance, balance or deposits stand transferred and vested in the Transferee Company).
- 16.5 Upon the Scheme becoming effective, with effect from the Appointed Date, subject to Applicable Law, all the Governmental Approvals, statutory licenses, permissions or approvals or consents, required to carry on the operations and business of the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately mutated by the authorities concerned in favour of the Transferee Company. The benefit of all Governmental Approvals, statutory licenses, permissions or approvals or consents shall vest in and shall be in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectually as if instead of the Transferor Company, the Transferee Company had been the party thereto or the beneficiary or obligee thereof pursuant to this Scheme. In so far as the various incentives, subsidies, rehabilitation schemes, special status and other benefits or privileges enjoyed, if any, granted by any Government Authority pursuant to Applicable Law or by any other person, or availed of by the Transferor Company, as the case may be, the same shall vest with and be available to the Transferee Company on the same terms and conditions.
- 16.6 Upon the Scheme becoming effective, with effect from the Appointed Date, all debts, liabilities (including contingent liabilities), duties and obligations of every kind, nature and description of the Transferor Company, shall be deemed to have been transferred to the Transferee Company, pursuant to the provisions of Sections 230 to 232 read with section 66 of the Act, and to the extent they are outstanding on the Effective Date shall, without any further act, deed, matter or thing be and stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company which undertakes to meet, discharge and satisfy the same. It shall not be



necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, duties and obligations have arisen in order to give effect to the provisions of this clause. Further, subject to the necessary consents being obtained in accordance with the terms of this Scheme, the provisions of this clause shall operate notwithstanding anything to the contrary contained in any deed or writing or terms of sanction or issue or any security document, all of such instruments shall stand modified accordingly.

- 16.7 Loans, advances and other obligations if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall stand cancelled and there shall be no liability in that behalf on either party.
- 16.8 The transfer and vesting of the undertaking of the Transferor Company as aforesaid shall be subject to the existing Encumbrances, if any, subsisting over or in respect of the property and assets or any part thereof, to the extent such Encumbrances are created to secure the liabilities forming part of the Transferor Company and/ or the Transferee Company. Provided always that this Scheme shall not operate to enlarge the scope of security for any loan, deposit or facility, if any, availed of by the Transferor Company and/ or the Transferee Company, and the Transferee Company shall not be obliged to create or provide any further or additional security therefore after the Effective Date or otherwise. Without prejudice to the provisions of the foregoing clauses and upon the Scheme being effective, the Transferor Company and the Transferee Company shall execute all such instruments or documents or do all the acts and deeds as may be required, including the filing of necessary particulars and/or modification(s) of charge, with the concerned Registrar of Companies or any other Governmental Authority to give formal effect to the above provisions. Corporate guarantees, if any, given by the Transferee Company to secure the borrowings of the Transferor Company shall stand cancelled. Corporate guarantees, if any given by the Transferor Company to secure the borrowings of the Transferee Company shall stand cancelled.
- 16.9 Upon the Scheme becoming effective, the Transferee Company shall be entitled to file/ revise return of income, statement of deduction / collection of tax at source, certificates of tax deducted at source, and other statutory returns to the extent required for itself and/ or on behalf of the Transferor Company, as the case may be. The Transferee Company shall be entitled to get credit/claim refunds, advance tax credits, credit of tax including minimum alternate tax, credit of tax deducted at source, credit of foreign tax paid/ withheld, etc., if any, for and / or on behalf of the Transferor Company, as may be required consequent to the implementation of the Scheme.
- 16.10 Upon the Scheme becoming effective, the Transferee Company shall be entitled to operate all bank accounts related to the Transferor Company. All cheques, drafts, pay orders, direct and indirect Tax



balances and/or payment advices of any kind or description issued in favour of the Transferor Company, either before or after the Appointed Date, or in future, may be deposited with the bank of the Transferee Company.

17. CONTRACTS, DEEDS, APPROVALS, EXEMPTIONS, ETC.

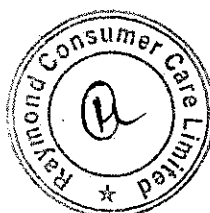
17.1 Upon the Scheme being effective, with effect from the Appointed Date and subject to the provisions of this Scheme, all contracts, deeds, bonds, agreements, schemes, insurance policies, indemnities, guarantees, arrangements and other instruments, whether pertaining to immovable properties or otherwise of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or have effect immediately before the Effective Date, shall continue in full force and effect on or against or in favor of, as the case may be, the Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obligee thereto or there under.

17.2 For the avoidance of doubt and without prejudice to the generality of the foregoing, it is clarified that upon the Scheme becoming effective, all consents, permissions, licenses, certificates, clearances, authorities, power of attorney given by, issued to or executed in favour of the Transferor Company shall stand transferred to the Transferee Company, as if the same were originally given by, issued to or executed in favour of the Transferee Company and the Transferee Company shall be bound by the terms thereof, the obligations and duties there under, and the rights and benefits under the same shall be available to the Transferee Company. The Transferee Company shall make applications and do all such acts or things which may be necessary to obtain relevant approvals from the concerned Governmental Authorities and any other authorities as may be necessary in this behalf.

17.3 The Transferee Company, at any time after the Scheme taking effect in accordance with the provisions hereof, may without being obliged and if it so deems appropriate at its sole discretion, or if required under any Applicable Law, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangement to which the Transferor Company is a party in order to give formal effect to the provisions of this Scheme. The Transferee Company shall, under the provisions of this Scheme, be deemed to be authorised to execute any such writings on behalf of the Transferor Company to carry out or perform all such formalities or compliances, referred to above, on behalf of the Transferor Company.

18. LEGAL PROCEEDINGS

18.1 All legal proceedings, including arbitration proceedings, of whatsoever nature by or against the Transferor Company pending and / or arising at or after the Appointed Date, as and from the Effective

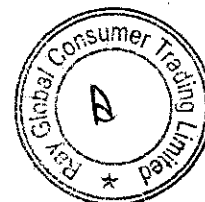
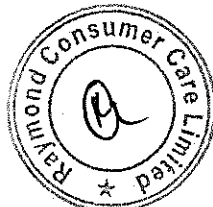
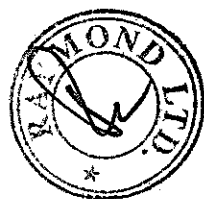


Date shall not abate or be discontinued or be in any way prejudicially affected by reason of the Scheme or by anything contained in this Scheme but shall be continued and enforced by or against the Transferee Company in the manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.

- 18.2 Immediately after the Effective Date, the Transferee Company shall ensure to have all legal or other proceedings initiated by or against the Transferor Company referred to in Clause 18.1 above transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee Company after the Effective Date.

19. EMPLOYEES

- 19.1 All the Employees, if any, of the Transferor Company who are in service on the date immediately preceding the Effective Date shall, on and from the Effective Date become and be engaged as the Employees of the Transferee Company, without any break or interruption in service as a result of the amalgamation and on terms and conditions not less favorable than those on which they were engaged by the Transferor Company immediately preceding the Effective Date. Services of the Employees of the Transferor Company shall be taken into account from the date of their appointment with the Transferor Company for the purposes of all retirement benefits and all other entitlements for which they may be eligible. The Transferee Company further agrees that for the purpose of payment of any retrenchment compensation, if any, such past services with the Transferor Company shall also be taken into account.
- 19.2 The services of such Employees shall not be treated as being broken or interrupted for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.
- 19.3 The Transferor Company shall not vary the terms and conditions of employment of any of the Employees except in the ordinary course of business or without the prior consent of the Transferee Company or pursuant to any pre-existing obligation undertaken by the Transferor Company as the case may be, prior to the Effective Date.
- 19.4 In so far as the existing provident fund, gratuity fund and pension and/ or superannuation fund, trusts, retirement fund or benefits and any other funds or benefits created by the Transferor Company pursuant to Applicable Laws or otherwise (collectively referred to as the "Funds"), the Funds and such of the investments made by the Funds which pertains/ relates to the Employees of the Transferor Company shall be transferred to separate funds of the Transferee Company for the benefit of the Employees of the Transferor

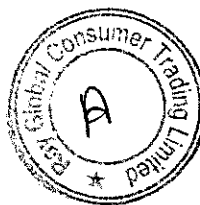


Company or be transferred to and merged with the similar funds, if any, of the Transferee Company. In the event that the Transferee Company does not have its own funds in respect of any of the above, the Transferee Company may, subject to necessary Governmental Approvals, continue to contribute to the relevant Funds of the Transferor Company, until such time that the Transferee Company creates its own fund, at which time the Funds and the investments and contributions pertaining to the Employees of the Transferor Company shall be transferred to the funds created by the Transferee Company. It is clarified that the services of the Employees of the Transferor Company will be treated as having been continuous for the purpose of the said fund or funds.

20. CONDUCT OF BUSINESS UNTIL THE EFFECTIVE DATE

With effect from the Appointed Date to the Effective Date:

- 20.1 The Transferor Company undertakes to preserve and carry on its business, with reasonable diligence and business prudence and will not undertake financial commitments or sell, transfer, alienate, charge, mortgage, or encumber or otherwise deal with or dispose of any undertaking or any part thereof save and except in each case:
- (a) if the same is in its ordinary course of business as carried on by it as on the date of filing this Scheme with the Tribunal; or
 - (b) if the same is expressly permitted by this Scheme; or
 - (c) if the prior written consent of the Board of Directors of the Transferee Company has been obtained.
- 20.2 The Transferor Company shall carry on and be deemed to have carried on all business and activities and shall stand possessed of all the assets, rights, title and interest for and on account of, and in trust for the Transferee Company.
- 20.3 All profits and cash accruing to or losses arising or incurred (including the effect of Taxes if any thereon), by the Transferor Company shall for all purposes, be treated as the profits/ cash, taxes or losses of the Transferee Company.
- 20.4 All the assets and properties which are acquired by the Transferor Company, on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 230 to 232 read with section 66 and all other applicable provisions if any of the Act, without any further act, instrument or deed, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the Scheme becoming effective pursuant to the provisions of Sections 230 to 232 read with section 66 and any other applicable provisions of the Act.
- 20.5 Where any of the debt, liabilities (including contingent liabilities), duties and obligations of the Transferor Company as on the



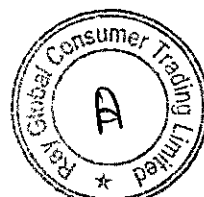
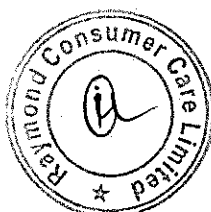
Appointed Date, deemed to be transferred to the Transferee Company has been discharged by the Transferor Company, after the Appointed Date and prior to the Effective Date, such discharge shall be deemed to have been for and on account of the Transferee Company, and all loans raised and used and all liabilities and obligations incurred by the Transferor Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, matter or thing shall stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company which undertakes to meet, discharge and satisfy the same.

21. SAVING OF CONCLUDED TRANSACTIONS

The transfer and vesting of business under Clause 16 and the continuance of proceedings by or against the Transferor Company above shall not affect any transaction or proceedings already concluded by the Transferor Company on or before Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as done and executed on behalf of itself.

22. TAXES

- 22.1 Upon the Scheme becoming effective i.e., from the Appointed Date, all taxes payable by the Transferor Company under the Applicable Laws shall be to the account of the Transferee Company. Similarly, all credits to be claimed pursuant to Applicable Laws including but not limited to minimum alternate tax on income of the Transferor Company or obligation for tax deduction at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company if so, made by the Transferor Company. Similarly, all credits for tax deduction at source on income of the Transferor Company, or obligation for deduction of tax at source on any payment made by or to be made by the Transferor Company shall be made or deemed to have been made and duly complied with by the Transferee Company if so, made by the Transferor Company. Similarly, any advance tax payment required to be made by the specified due dates in the Tax Laws shall also be deemed to have been made by the Transferee Company if so made by the Transferor Company. Any refunds/credit under the Tax Laws due to the Transferor Company consequent to assessments made on the Transferor Company and for which no credit is taken in the accounts as on the date immediately preceding the Appointed Date shall also belong to and be received by the Transferee Company.
- 22.2 Further any tax holiday/deduction/exemption/carried forward losses enjoyed by the Transferor Company under the IT Act or any other



Applicable Laws would be transferred to the Transferee Company subject to provisions of IT Act.

- 22.3 On or after the Effective Date, the Transferor Company and the Transferee Company are expressly permitted to revise its returns along with prescribed forms, filings and annexures under the Applicable Laws including the IT Act (including for the purpose of re-computing tax on book profits and claiming other Tax benefits), and to claim refunds and/or credits for taxes paid, and to claim tax benefits etc. and for matters incidental thereto, if required to give effect to the provisions of the Scheme from the Appointed Date.

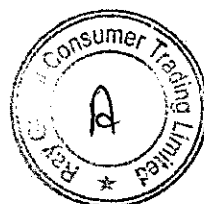
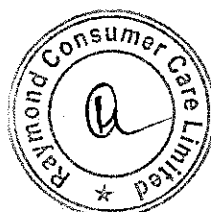
23. CONSIDERATION

- 23.1 Upon this Scheme becoming effective and upon amalgamation of the Transferor Company into the Transferee Company in terms of this Scheme, the Transferee Company shall, without any application, act or deed, issue and allot equity shares, credited as fully paid up, to the extent indicated below, to the members of Transferor Company (other than itself) holding fully paid-up equity shares of Transferor Company and whose names appear in the register of members of the Transferor Company as on the Record Date, or to such of their respective heirs, executors, administrators or other legal representatives or other successors in title as may be recognized by the Board of Directors of the Transferor Company / Transferee Company in the following proportion:

“Two [2 Only] equity share of Raymond Consumer Care Limited of INR 2/- each fully paid up for every One [1 Only] equity shares of Ray Global Consumer Trading Limited of INR 10/- each fully paid up.”

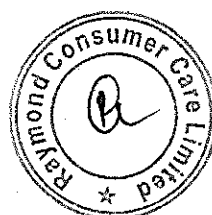
(Equity shares to be issued by the Transferee Company as above are hereinafter referred to as “New Equity Shares 2”).

- 23.2 In the event that the New Equity Shares 2 to be issued result in fractional entitlement, the Transferee Company shall not issue fractional shares to such shareholder but shall consolidate all such fractions and round up the aggregate of such fractions to the next whole number and issue consolidated shares to a trustee (nominated by the Transferee Company in that behalf), who shall hold such shares, with all additions or accretions thereto, in trust for the benefit of the respective shareholders to whom they belong for the specific purpose of selling such shares in the market at such price or prices and at any time within a period of 90 days from the date of allotment of New Equity Shares 2, as the trustee may, in its sole discretion, decide and distribute the net sale proceeds (after deduction of the expenses incurred and applicable income tax) to the respective shareholders in the same proportion of their fractional entitlements. Any fractional entitlements from such net proceeds shall be rounded off to the next Rupee.



- 23.3 New Equity Shares 2 to be issued and allotted as above shall be subject to and in accordance with the Memorandum and Articles of Association of the Transferee Company. New Equity Shares 2 issued and allotted by the Transferee Company in terms of this Scheme shall rank pari-passu in all respects with the existing shares of the Transferee Company including with respect to dividend, bonus, right shares, voting rights and other corporate benefits attached to the equity shares of the Transferee Company.
- 23.4 The investment held by the Transferor Company in the equity share capital of the Transferee Company shall, without any further application, act, instrument or deed stand cancelled. The shares held by Transferor Company in dematerialized form shall be extinguished, on and from such issue and allotment of New Equity Shares 2.
- 23.5 The consideration in the form of New Equity Shares 2 shall be issued and allotted by the Transferee Company in dematerialized form to all the shareholders of the Transferor Company.
- 23.6 In the event that the Transferee Company and the Transferor Company restructure their equity share capital by way of share split/ consolidation/ issue of bonus shares during the pendency of the Scheme, the share exchange ratio, per Clause 23.1 above; shall be adjusted accordingly to take into account the effect of any such corporate actions.
- 23.7 In the event of there being any pending share transfers, whether lodged or outstanding, of any shareholder of the Transferor Company, the Board of the Transferor Company shall be empowered in appropriate cases, prior to or even subsequent to the Record Date, to effectuate such a transfer as if such changes in the registered holder were operative as on the Record Date, in order to remove any difficulties arising to the transferor or transferee of shares in the Transferor Company.
- 23.8 New Equity Shares 2 to be issued by the Transferee Company pursuant to this Scheme in respect of any shares of the Transferor Company which are held in abeyance under the provisions of section 126 of the Act or otherwise shall pending allotment or settlement of dispute by order of Court or otherwise, be held in abeyance by the Transferee Company.
- 23.9 New Equity Shares 2 to be issued by the Transferee Company in lieu of the shares of the Transferor Company held in the unclaimed suspense account shall be issued to a new unclaimed suspense account created for shareholders of the Transferee Company.
- 24. ACCOUNTING TREATMENT IN THE BOOKS OF THE TRANSFEE COMPANY**

Notwithstanding anything to the contrary contained herein, the Transferee Company shall account for the amalgamation of the

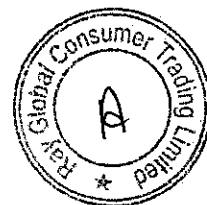


Transferor Company in its books of accounts as explained hereunder and in accordance with applicable accounting principles as prescribed under the Companies (Indian Accounting Standards) Rules, 2015 (Ind AS) as notified under Section 133 of the Companies Act, 2013, as may be amended from time to time and on the date as determined under Ind AS.

The assets and liabilities (excluding investment in the transferee company) of the transferor company shall be recognised at a fair value with a corresponding impact to equity. The equity shares of the transferee company held by the Transferor Company and intercompany balances shall stand cancelled.

25. COMBINATION OF AUTHORISED SHARE CAPITAL

- 25.1 Upon the Scheme becoming effective, the authorized share capital of the Transferee Company shall automatically stand increased without any further act or deed on the part of the Transferee Company, including payment of Stamp Duty and Registrar of Companies fees, by the authorized share capital of the Transferor Company amounting to INR 10,40,00,000 (Indian Rupees Ten Crores Forty Lakhs) divided into 5,20,00,000 (Five Crores Twenty Lakhs) Equity Shares of INR 2 (Indian Rupees Two) each and the Memorandum of Association and Articles of Association of the Transferee Company accordingly shall without any further act or deed be and stand altered, modified and amended, and the consent of the shareholders of the Transferee Company shall be deemed to be have been obtained for the purposes of effecting this amendment, and no further resolution(s) under Section 13, Section 61 or any other applicable provisions of the Act, would be required to be separately passed. For this purpose, the filing fees and stamp duty already paid by the Transferor Company towards its authorized share capital shall be utilized and applied to the increased authorized share capital of the Transferee Company and shall be deemed to have been so paid by the Transferee Company on such combined authorized share capital and, accordingly, the Transferee Company shall not be required to pay any fees/ stamp duty on the authorized share capital so increased.
- 25.2 Pursuant to the Scheme and after the Scheme becomes effective, the authorized share capital of the Transferee Company will be INR 13,43,00,000 (Indian Rupees Thirteen Crores Forty-Three Lakhs) divided into 6,71,50,000 (Six Crores Seventy-One Lakhs Fifty Thousand) Equity Shares of INR 2 (Indian Rupees Two) each.
- 25.3 It is clarified that the approval of the members of the Transferee Company to the Scheme shall be deemed to be their consent/approval also to the alteration of the Memorandum and Articles of Association of the Transferee Company as may be required under the Act, and Clause V of the Memorandum of Association of the Transferee Company shall respectively stand substituted by virtue of the Scheme to read as follows:



Clause V of the Memorandum of Association of the Transferee Company:

“The Authorized Share Capital of the Company is Rs. 13,43,00,000 (Rupees Thirteen Crores Forty-Three Lakhs) divided into 6,71,50,000 (Six Crore Seventy-One Lakh Fifty Thousand) Equity Shares of Rs. 2 (Rupees Two) each.”

26. DISSOLUTION OF THE TRANSFEROR COMPANY WITHOUT WINDING UP

On the coming into effect of the Scheme and upon transfer and vesting of assets and liabilities to the Transferee Company, the Transferor Company shall stand dissolved, without being wound up.

27. VALIDITY OF EXISTING RESOLUTIONS, ETC

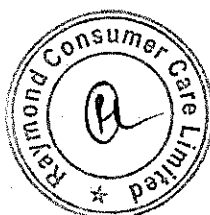
Upon the coming into effect of the Scheme, the resolutions of the Transferor Company as are considered necessary by the Board of Directors of the Transferee Company which are validly subsisting be considered as resolutions of the Transferee Company. If any such resolutions have any monetary limits approved under the provisions of the Act or of any other applicable statutory provisions, then the said limits, as are considered necessary by the Board of Directors of the Transferee Company, shall be added to the limits, if any, under the like resolutions passed by the Transferee Company.

28. CANCELLATION OF EQUITY SHARES OF THE TRANSFEE COMPANY HELD BY THE TRANSFEROR COMPANY

28.1 On the Scheme becoming effective, the equity shares of the Transferee Company held by the Transferor Company shall stand cancelled. Accordingly, the share capital of the Transferee Company shall stand reduced to the extent of face value of shares held by the Transferor Company in the Transferee Company.

28.2 Such reduction of share capital of the Transferee Company as provided in Clause 28.1 above shall be effected as an integral part of the Scheme and the orders of the NCLT sanctioning the Scheme shall be deemed to be an order under Section 66 of the Act confirming the reduction and no separate sanction under Section 66 of the Act will be necessary. The Transferee Company shall not be required to add the words “and reduced” as a suffix to its name consequent upon such reduction.

PART D
GENERAL TERMS AND CONDITIONS

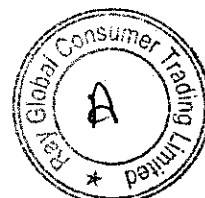
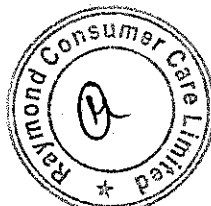


29. LISTING OF EQUITY SHARES OF THE RESULTING COMPANY/ TRANSFEREE COMPANY

- 29.1 The Resulting Company/ Transferee Company shall apply to all the Stock Exchanges (where the shares of Demerged Company are listed) and SEBI for listing and admission of all the equity shares of the Resulting Company/ Transferee Company (New Equity Shares 1 and New Equity Shares 2) to trading in terms of SEBI Circular read with other Applicable Laws (as amended from time to time). The Resulting Company/ Transferee Company shall enter into such arrangements and give such confirmations and/or undertakings as may be necessary in accordance with Applicable Law for complying with the formalities of the Stock Exchanges.
- 29.2 The equity shares (New Equity Shares 1 and New Equity Shares 2) allotted pursuant to this Scheme shall remain frozen in the depository system till listing/trading permission is given by the designated Stock Exchange. Further, there shall be no change in the shareholding pattern of Resulting Company/ Transferee Company between Record Date and the listing of its equity shares (New Equity Shares 1 and New Equity Shares 2) which may affect the status of approval of the Stock Exchanges.

30. APPLICATION TO NCLT

- 30.1 The Demerged Company, the Resulting Company/ Transferee Company and the Transferor Company shall make all necessary applications/ petitions under Sections 230 to 232 read with section 66 of the Act and other applicable provisions of the said Act to the NCLT for sanction of this Scheme under the provisions of the law.
- 30.2 Any error, mistake, omission, commission which is apparent and/or absurd in the Scheme should be read in a manner which is appropriate to the intent and purpose of the Scheme and in line with the preamble as mentioned hereinabove.
- 30.3 Even after the Scheme become effective, the Resulting Company/ Transferee Company may approach the NCLT, the Hon'ble National Company Law Appellate Tribunal, or any other court or authority competent to exercise jurisdiction in relation to the Scheme, for any incidental order(s) to remove any deficiency or overcome any difficulty in implementation of the Scheme or clear any ambiguity or to comply with any statutory requirements which necessitates the order of the NCLT.



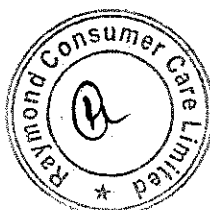
31. MODIFICATION OR AMENDMENTS TO THE SCHEME

- 31.1 Subject to approval of the NCLT, the Demerged Company, the Resulting Company/ Transferee Company and the Transferor Company by their respective Board or any duly authorized committee may make or consent to any modifications or amendments to the Scheme, or to any conditions or limitations that the NCLT or any other authority may deem fit to direct or impose, or which may otherwise be considered necessary, desirable or appropriate by the respective Board or committees, including withdrawal of this Scheme and solve all difficulties that may arise for carrying out the Scheme and do all acts, deeds and things necessary for putting the Scheme into effect. No modification or amendment to the Scheme will be carried out or effected by the respective Board without approaching the NCLT.
- 31.2 If any of the terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of Section 2(19AA) read with section 2(41A) or Section 2(1B) of the IT Act with respect to the Demerger or Amalgamation, respectively, at a later date, including as a result of any amendment of law or for any other reason whatsoever, the provisions of Section 2(19AA) read with section 2(41A) or Section 2(1B) of the IT Act, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(19AA) read with section 2(41A) or Section 2(1B) of the IT Act. Such modifications shall however not affect the other parts of the Scheme.
- 31.3 The Demerged Company, the Resulting Company/ Transferee Company and the Transferor Company shall be at liberty to withdraw from this Scheme, in case any condition or alteration is/ are imposed by the NCLT or any other authority is unacceptable to them or otherwise if so mutually agreed.
- 31.4 For the purpose of giving effect to this Scheme or to any modification thereof, the Board of Directors of the Demerged Company, the Resulting Company/ Transferee Company and the Transferor Company or any other duly authorized committee thereof are authorized severally to give such directions including directions for settling any question of doubt or difficulty that may arise under this Scheme or in regard to and of the meaning or interpretation of this Scheme or implementation thereof or in any matter whatsoever connected therewith, and such determination or directions, as the case may be, shall be binding on all parties, in the same manner as if the same were specifically incorporated in the Scheme.

32. CONDITIONALITY OF THE SCHEME

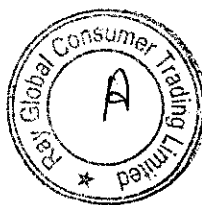
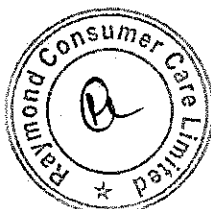
This Scheme is and shall be conditional upon and subject to:

- (i) Receipt of 'No-objection Letter' from the designated Stock Exchange on the Scheme, as required under Regulation 37,



Regulation 59A and Regulation 94A of the SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015, in accordance with the SEBI Scheme Circular in respect of the Scheme;

- (ii) Approval by the Public shareholders through e-voting in terms of Part – I (A)(10)(a) of SEBI Master Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/0000000665 dated 23 November 2021 and the Scheme shall be acted upon only if vote cast by the public shareholders in favour of the proposal are more than the number of votes cast by the public shareholders against;
- (iii) Receipt of such other approvals including approvals of any Government Authority as may be necessary under Applicable Laws or under any material contract to make this Scheme effective;
- (iv) Certified or authenticated copy of the Order(s) of the NCLT sanctioning the Scheme being filed with the Registrar of Companies by the Demerged Company, the Resulting Company/ Transferee Company and the Transferor Company as may be applicable;
- (v) The Scheme shall be effective upon sanction of the NCLT. However, failure of any one part of the Scheme for lack of necessary approval from the shareholders / statutory/ regulatory authorities or for any other reason that the Board may deem fit then this shall result in the whole Scheme failing;
- (vi) Approval by holders of NCDs for the Scheme of Arrangement submitted with NCLT through the facility of e-voting in terms of Part – I (A)(12) of SEBI Operational Circular No. SEBI/HO/DDHS/DDHS_Div1/P/CIR/2022/0000000103 dated 29 July, 2022 updated as on 01 December, 2022 and the Scheme shall be acted upon only if vote cast by the holders of NCD are in favour of the proposal.



33. EFFECT OF NON-RECEIPT OF APPROVALS

In the event of any of the said sanctions and approvals referred to in the preceding clauses not being obtained and/ or the Scheme not being sanctioned by the NCLT or such other competent authority and / or the Order not being passed as aforesaid before 31 December 2024 or within such further period or periods as may be agreed upon between the Demerged Company, the Resulting Company/ Transferee Company and the Transferor Company by their respective Board (and which the Board of Directors of the Companies are hereby empowered and authorized to agree to and extend the Scheme from time to time without any limitation), this Scheme shall stand revoked, cancelled and be of no effect, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any rights and/ or liabilities which might have arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or as may otherwise arise in law.

34. IMPLEMENTATION OF THE SCHEME

- 34.1 It is hereby clarified that submission of this Scheme to the Tribunal and to the Governmental Authorities for their respective approvals is without prejudice to all rights, interests, titles or defenses that the Parties may have under or pursuant to all Applicable Law.
- 34.2 On the approval/ deemed approval of this Scheme by the shareholders of the Parties and such other classes of persons relating to the Parties, if any, such shareholders and classes of persons shall also be deemed to have resolved and accorded all relevant Consents under the Act or otherwise to the same extent applicable to all the matters related or arising pursuant to the Scheme.
- 34.3 It is hereby clarified that the effectiveness and implementation of Part B, Part C and Part D of the Scheme is dependent on each other and are integral parts of the Scheme and the Scheme shall not take effect if any of the part does not take effect.



35. NON-RECEIPT OF APPROVALS AND WITHDRAWAL OF THIS SCHEME

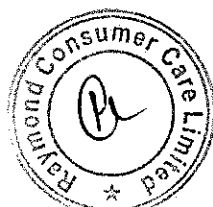
- 35.1 Any Party shall be at liberty to withdraw from this Scheme at any time as may be mutually agreed in writing between the Parties.
- 35.2 In the event the Scheme not being sanctioned by the Tribunal, and/or the order or orders not being passed as aforesaid on or before such date as may be agreed to by the Parties, this Scheme shall become null and void and each Party shall bear and pay its respective costs, charges and expenses for and/or in connection with this Scheme unless otherwise mutually agreed.
- 35.3 In the event of withdrawal of the Scheme, except as otherwise agreed between the Parties no rights and liabilities whatsoever shall accrue to or be incurred inter se the Parties or their respective shareholders or creditors or employees or any other Person, save and except in respect of any act or deed done prior thereto as is contemplated hereunder or as to any right, liability or obligation which has arisen or accrued pursuant thereto and which shall be governed and be preserved or worked out as is specifically provided in the Scheme or in accordance with Applicable Law and in such case, each Party shall bear its own costs, unless otherwise mutually agreed.

36. COSTS, CHARGES & EXPENSES

All costs, charges, taxes including duties, levies and all other expenses, if any (save as expressly otherwise agreed) of the Demerged Company, the Resulting Company/ Transferee Company and the Transferor Company arising out of or incurred in carrying out and implementing this Scheme and matters incidental thereto shall be borne by the Resulting Company/ Transferee Company.

37. SEQUENCE OF COMING INTO EFFECT OF THIS SCHEME

- 37.1 On the sanction of the Scheme and upon the Scheme becoming effective, the following shall be deemed to become effective and operative simultaneously as mentioned hereunder:
- (i) Demerger of the Lifestyle Business Undertaking from the Demerged Company into the Resulting Company and the consequent issuance of equity shares by Resulting Company to all the shareholders of Demerged Company followed by reduction and cancellation of the paid-up share capital of the Resulting Company held by Demerged Company;
 - (ii) Amalgamation of Transferor Company with the Transferee Company and the consequent issuance of equity shares by the Transferee Company (other than itself) to all the shareholders of the Transferor Company followed by



consequential reduction and cancellation of the existing paid up share capital of the Transferee Company;

- 37.2 The provisions contained in this Scheme are inextricable inter-linked with the other provisions and the Scheme constitutes an integral whole. Notwithstanding anything to the contrary contained herein, the present Scheme would be given effect to only if is approved in its entirety unless specifically agreed otherwise by the Board of Demerged Company, the Resulting Company/ Transferee Company and the Transferor Company.
- 37.3 If any clause of this Scheme is found to be unworkable for any reason whatsoever, the same shall not, subject to the decision of Board of Demerged Company, the Resulting Company/ Transferee Company and the Transferor Company, affect the validity or implementation of the other clause of this Scheme.



SCHEDULE A
DETAILS IN RELATION TO THE LISTED NCDs ISSUED ON A PRIVATE PLACEMENT BASIS AS ON 31 MARCH 2023 OF THE DEMERGED COMPANY

I Details in relation to the Listed NCDs issued on a private placement basis as on 31 March 2023 of the Demerged Company

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Sr. No.	Product Type	ISIN	Face Value	Tenure/ Maturity (in no. of days)	Redemption Date	Terms of Redemption	Redemption Amount	Redemption Premium	Redemption Discount	Principal Amount	Early Redemption	Rate of dividend/ coupon	Coupon Frequency	Put/Call Option Date	Notification Time	Remarks	Credit Rating (Any 3)
1	NCD	INE301A07011	10,00,000	1095	22 May 2023	Bullet Repayment	65,00,00,000.00	NA	NA	65,00,00,000.00	NA	9.50%	Yearly	NA	NA	NA	CRISIL AA-/CARE AA-
2	NCD	INE301A07029	10,00,000	1094	01 June 2023	Bullet Repayment	80,00,00,000.00	NA	NA	80,00,00,000.00	NA	8.80%	Yearly	NA	NA	NA	Care AA-
3	NCD	INE301A07045	10,00,000	1094	26 October 2023	Bullet Repayment	1,00,00,00,000.00	NA	NA	1,00,00,00,000.00	NA	8.85%	Yearly	NA	NA	NA	Care AA-
4	NCD	INE301A07060	10,00,000	3651		Equal Installments in 7th, 8th, 9th & 10th Year	2,00,00,00,000.00	NA	NA	2,00,00,00,000.00	NA	9%	Yearly	NA	NA	NA	Care AA-
5	NCD	INE301A07078	10,00,000	1095	09 February 2031 26 December 2024	Bullet Repayment	1,00,00,00,000.00	NA	NA	1,00,00,00,000.00	NA	7.6%	Yearly	NA	NA	NA	Care AA-

II Safeguards for the protection of holders of NCDs/ NCRPS

There will not be any impact on the debenture holders of the Company pursuant to the Scheme. The current debenture holders will continue to be served by RCCL. Thus, the Scheme envisages that the holders of NCDs of RL will become holders of NCDs of RCCL. The Scheme envisages Demerger of Lifestyle Business undertaking of RL into RCCL. Thus, the holders of NCDs of RL will continue with RL at exactly the same terms, including the coupon rate, tenure, redemption price, quantum, nature of security and ISIN.

Therefore, the Scheme will not have any adverse impact on the holders of the NCDs and thus adequately safeguards interests of the holders of the NCDs.

III Exit offer to the dissenting holders of NCDs/ NCRPS, if any

Since the Scheme envisages that the holders of NCDs of RL will become holders of NCDs of RCCL on the same terms and as such does not envisage alteration in the terms of NCDs, no exit offer is required.

IV Latest audited financials along with notes to accounts and any audit qualifications.

<https://www.raymond.in/investor>

V Auditors' certificate certifying the payment/ repayment capability of the resultant entity

<https://www.raymond.in/investor>

VI Fairness report

<https://www.raymond.in/investor>

