RUCHI SOYA INDUSTRIES LIMITED

Head Office :
601, Part B-2, 6th Floor,
Metro Tower, Vijay Nagar,
A.B. Road, Indore - 452 010 (M.P.)
CIN : L15140MH1986PLC038536
E-mail : ruchisoya@ruchisoya.com

RSIL/2021 June 02, 2021

BSE Limited
Corporation Relations Department
Floor No. 25th
Phiroze Jeejeebhoy Tower,
Dalal Street,
Mumbai – 400 001
Scrip Code: 500368

National Stock Exchange of India Limited
"Exchange Plaza",
Bandra-Kurla Complex, Bandra(E),
Mumbai – 400 051
Scrip Code: RUCHI

Dear Sirs,

Sub: Outcome of meeting of Board of Directors of Ruchi Soya Industries Limited held on June 02, 2021 - Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

We may inform you that, the Board of Directors of the Company, at its meeting held on June 02, 2021 has approved:

1. to enter into a Contract Manufacturing Agreement with Patanjali Ayurved Limited ("**PAL**") for manufacture of nutraceutical products for the Company and also to enter into a Brand License Agreement to use 'Patanjali' Brand for the nutraceutical products of the Company on the terms and conditions mentioned in the respective Agreements.

2. to enter into an Assignment Agreement with Patanjali Ayurved Limited for assignment of contract manufacturing agreements in favour of the Company which had been entered into by PAL with different parties for manufacture of various products related to noodles and breakfast cereals and also to enter into Brand License Agreement for use of 'Patanjali' brand on these products on the terms and conditions mentioned in the respective Agreements.

3. to enter into a Distributor Agreement with Patanjali Ayurved Limited whereby PAL will be an non-exclusive authorized distributor of the Company for sale of products of the Company on the terms and conditions mentioned in the Agreement.

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The disclosures pursuant to SEBI Circular No. CIR/CFD/CMD/4/2015 dated September 9, 2015 are attached herewith. We also attach herewith a copy of press release proposed to be issued in the matter.

Kindly take this information on record.

Thanking you,

Yours faithfully,

For RUCHI SOYA INDUSTRIES LIMITED



Company Secretary

Encl. As above

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Annexure A

(i) Disclosure of Information for entering into Assignment Agreement with Patanjali Ayurved Limited ("**PAL**") to assign its rights and obligations under the Contract Manufacturing Agreement with different parties and Brand License Agreement for use of Patanjali brand on products related to noodles and breakfast cereals pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with the SEBI Circular No. CIR/CFD/CMD/4/2015 dated September 9, 2015:

Sr. No.	Disclosure requirement	Disclosure details
a	Name of the target entity, details in brief such as size, turnover etc.	Ruchi Soya Industries Limited ("the **Company**") will enter into an Assignment Agreement with Patanjali Ayurved Limited ("**PAL**") to assign its rights and obligations under the Contract Manufacturing Agreement with Vita Sana Foods Pvt. Ltd., V.R. Industries Private Ltd., Ankita Agro & Food Processing Pvt. Ltd. and Swasth Aahar Pvt. Ltd. to manufacture different products of noodles and breakfast cereals. The Company will also enter into Brand Licence Agreement with PAL for use of 'Patanjali' brand on these products.
b	Whether the acquisition would fall within related party transaction(s) and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired? If yes, nature of interest and details thereof and whether the same is done at "arms' length".	Yes, the proposed acquisition falls under the related party transaction. PAL is one of the Promoters of the Company. Furthermore, Shri Ram Bharat, Managing Director and one of the promoters of the Company, is also a Director of PAL. Shri Acharya Balkrishna, one of the promoters and Chairman of the Company also holds 98.54% of the paid up equity share capital of PAL. The proposed acquisition is undertaken at arms' length basis.
c	Industry to which the entity being acquired belongs.	Business being acquired through assignment belongs to Fast Moving Consumer Goods ("**FMCG**") Industry.
d	Objects and effects of acquisition (including but not limited to, disclosure of reasons for acquisition of target entity, if its business is outside the main line of business of the listed entity).	The object of acquisition is to expand the product portfolio of the existing business of the Company.
e	Brief details of any governmental or	Not applicable

	regulatory approvals required for the acquisition.	
f	Indicative time period for completion of the acquisition.	Within one month from the date of approval of the Board of Directors i.e. June 02, 2021.
g	Nature of consideration - whether cash consideration or share swap and details of the same.	Cash consideration of Rs. 3,50,00,000/-
h	Cost of acquisition or the price at which the shares are acquired.	The amount of consideration for the assignment agreed upon under the Assignment Agreement is Rs. 3,50,00,000/-
i	Percentage of shareholding / control acquired and / or number of shares acquired.	Not applicable as the transaction is for assignment only.
j	Brief background about the entity acquired in terms of products/line of business acquired, date of incorporation, history of last 3 years turnover, country in which the acquired entity has presence and any other significant information (in brief).	Not applicable

(ii) Disclosure of Information for entering into Contract Manufacturing Agreement with Patanjali Ayurved Limited ("**PAL**") to manufacture nutraceutical products and Brand License Agreement for use of Patanjali brand on products related to nutraceutical products pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with the SEBI Circular No. CIR/CFD/CMD/4/2015 dated September 9, 2015 (Para B – Point No. 2.1 and 2.2):

Sr. No.	Description of requirement	Disclosure details
i	Name of the parties with whom agreement/JV is signed	Ruchi Soya Industries Limited ("the Company") and Patanjali Ayurved Limited ("PAL")
ii	Area of Agreement/JV	Contract Manufacture Agreement to manufacture nutraceutical products for the Company
iii	Domestic/International	Domestic
iv	Share Exchange ratio/JV Ratio	Not applicable
v	Scope of business operation of agreement /JV	PAL will manufacture nutraceutical products for the Company on the terms and conditions mentioned in

		Contract Manufacturing Agreement.
vi	details of consideration paid / received in agreement / JV;	Contract manufacturing charges as mentioned in the Contract Manufacturing Agreement.
vii	significant terms and conditions of agreement / JV in brief;	PAL will manufacture the nutraceutical products for the company on the terms and conditions mentioned in the Contract manufacturing Agreement. PAL has also agreed that, till such time the existing promoters / promoter group exercises control (as defined under SEBI (SAST) Regulations) over the affairs of the Company, PAL and its respective Affiliates shall not, directly or indirectly, in any capacity i.e. either on its own account or for that of any person or in any other manner and whether (a) through the medium of any company / body corporate/ firm/ trust or other formation, except with the prior written consent of the Purchaser : carry on or participate or be engaged or interested in India in any competing business in respect of the products mentioned in the agreement and/or any nutraceutical product launched by the Company from time to time; (ii) enter into joint ventures, partnerships, associations, consultancy or other relationships (directly or indirectly) with a third party in a competing business in respect of the products mentioned in the agreement or any nutraceutical product launched by the Company from time to time;
viii	Whether the acquisition would fall within related party	The Contract Manufacturing

	transactions and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired? If yes, nature of interest and details thereof and whether the same is done at "arms length;	Agreement is being entered into between the Company and PAL which is a related party. The same has been done at arms' length.
ix	Size of the entity(ies)	Total turnover of the company was Rs. 13,117.88 Crores and of PAL was Rs. 9,022.72 Crores for the year 2019-20.
x	Rationale and benefit expected	The Company will foray into the Nutraceuticals & wellness products segment.

Sr. No.	Disclosure Requirement	Disclosure details
a	industry or area to which the new line of business belongs to;	Nutraceutical products and products related to noodles and breakfast cereals belong to fast moving consumer goods (FMCG) segment
b	Expected benefits	The Company will foray into the Nutraceuticals & wellness products segment.
c	Estimated amount to be invested	Initial investment of Rs. 3,50,00,000/-

(iii) Disclosure of Information for entering into Contract Manufacturing Agreement with Patanjali Ayurved Limited ("**PAL**") to manufacture nutraceutical products and Brand License Agreement for use of Patanjali brand on products related to nutraceutical products pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with the SEBI Circular No. CIR/CFD/CMD/4/2015 dated September 9, 2015 (Para B – Point no. 5):

Sr. No.	Disclosure Requirement	Disclosure details
a)	name(s) of parties with whom the agreement is entered	Ruchi Soya Industries Limited ("the Company") and Patanjali Ayurved Limited ("PAL") will enter into Distributor Agreement .
b)	purpose of entering into the agreement	The purpose of entering into Distributor Agreement is to use the infrastructure, facilities and expertise of PAL for distribution and marketing of the products of the Company.
c)	size of agreement	Not applicable

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d)	shareholding, if any, in the entity with whom the agreement is executed;	PAL holds 48.17% of the equity share capital of the Company.
e)	significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;	There are no special rights
f)	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	Yes, PAL is one of the promoters of the Company.
g)	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";	Yes. It would fall within related party transaction and the same is done at arms length.
h)	in case of issuance of shares to the parties, details of issue price, class of shares issued	No shares are proposed to be issued under the Agreement.
i)	in case of loan agreements, details of lender, nature of the loan, total amount of loan granted, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders for such loan;	Not applicable
j)	any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc	No nominee is proposed to appointed on the board of the Company.