

RDC CONCRETE (INDIA) LIMITED

CIN: U74999MH1993PLC172842
DIL Complex, 701, 7th Floor, Thane One,
Ghodbunder Road, Majiwade, Thane,
Maharashtra, India, 400610
Tel. No.: +91 22 - 6789 6789
www.rdcconcrete.com



NOTICE

SHORTER NOTICE is hereby given that the 02/2025-26 Extra-ordinary General Meeting of the Shareholders of **RDC CONCRETE (INDIA) LIMITED** (the “**Company**”) will be held on Friday, January 30, 2026 through video-conferencing at 2:00 P.M. at the Registered Office of the Company at DIL Complex, 701, 7th Floor, Thane One, Ghodbunder Road, Majiwade, Thane - 400 610 to transact the following business:

SPECIAL BUSINESS:

1. To set the lease/encumbrance limits on the properties of the Company pursuant to the provisions of Section 180 (1)(a) of the Companies Act, 2013:

To consider and, if thought fit to pass with or without modification(s), the following resolution as a **Special Resolution**:

“**RESOLVED THAT** in supersession of the resolution passed at the meeting of the Shareholder’s held on September 24, 2025 and pursuant to Section 180 (1) (a) and other applicable provisions, if any, of the Companies Act, 2013, consent of the Shareholders of the Company be and is hereby accorded to the Board of Directors, to create such charges, mortgages and hypothecations in addition to the existing charges, mortgages and hypothecations created by the Company, on such movable and immovable properties, both present and future, and in such manner as the Board may deem fit, together with power to take over the substantial assets of the Company in certain events in favour of banks/financial institutions, other investing agencies and trustees for the holders of debentures/bonds/other instruments to secure rupee/foreign currency loans and/or the issue of debentures whether partly/fully convertible or non-convertible (hereinafter collectively referred to as “Loans”) provided that the total amount of Loans together with interest thereon, additional interest, compound interest, liquidated damages, commitment charges, on pre-payment or on redemption, costs, charges, expenses and all other monies payable by the Company in respect of the said Loans, be increased from Rs. 600 Crores (Rupees Six Hundred Crores Only) to an amount not exceeding Rs. 1,850 (Rupees One Thousand Eight Hundred Fifty Crore Only) or the aggregate of the paid up capital and free reserves of the Company, that is to say, reserves not set apart for any specific purpose at the relevant time, whichever is higher.”

“**RESOLVED FURTHER THAT** any one of the Directors or the Company Secretary of the Company, be and are hereby severally authorized to take all steps for giving effect to the aforesaid resolution, including filing of the necessary forms with the Ministry of Corporate Affairs, Government of India and do all such acts, deeds, matters and things as may be required to be done to give effect to the above resolution and to settle any question or difficulty that may arise with regard to the aforesaid purpose and which it may deem fit in the interest of the Company.”

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2. To grant authority to the Board of Directors under Section 186 of the Companies Act, 2013:

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**:

“RESOLVED THAT in supersession of the resolution passed at the meeting of the Shareholder’s held on September 24, 2025 and pursuant to the provisions of Section 186 of the Companies Act, 2013, read with the Companies (Meetings of Board and its Powers) Rules, 2014 as amended from time to time and other applicable provisions of the Companies Act, 2013 (including any amendment thereto or re-enactment thereof for the time being in force), if any, consent of the Shareholders of the Company be and is hereby accorded to the Board of Directors to (a) give any loan to anybody corporate(s) / person (s); (b) give any guarantee or provide security in connection with a loan to anybody corporate(s) / person (s); and (c) acquire by way of subscription, purchase or otherwise, securities of anybody corporate from time to time in one or more tranches as the Board of Directors as in their absolute discretion deem beneficial and in the interest of the Company, it shall be increased from Rs. 200 Crores /- (Rupees Two Hundred Crores Only) to an amount not exceeding Rs. 1,850 (Rupees One Thousand Eight Hundred Fifty Crores Only) outstanding at any time notwithstanding that such investments, outstanding loans given or to be given and guarantees and security provided are in excess of the limits prescribed under Section 186 of the Companies Act, 2013.”

“RESOLVED FURTHER THAT for the purpose of giving effect to the above, the Board of Directors of the Company and/or any person authorized by the Board from time to time be and is hereby empowered and authorized to take such steps as may be necessary for obtaining approvals, statutory or otherwise, in relation to the above and to settle all matters arising out of and incidental thereto and to sign and to execute deeds, applications, documents and writings that may be required, on behalf of the Company and generally to do all such acts, deeds, matters and things as may be necessary, proper, expedient or incidental for giving effect to this resolution.”

3. To consider providing security to secure the non-convertible debentures aggregating up to INR 1250,00,00,000 (Indian Rupees One Thousand Two Hundred and Fifty Crores only) to be issued by Hella Infra Market Limited:

To consider and, if thought fit to pass with or without modification(s), the following resolution as a **Special Resolution**:

“RESOLVED THAT pursuant to the provisions of the Sections 180(1)(a), 185 and 186 of the Companies Act, 2013 and other applicable provisions, if any, of the Companies Act, 2013 and the rules made thereunder, consent of the members of the Company be and is hereby accorded to the Board of Directors of the Company (hereinafter called **“the Board”** which term shall be deemed to include any committee which the Board may have constituted or hereinafter constitute to exercise its powers including the powers conferred by this resolution) to execute:

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- (i) a first ranking exclusive pledge over the 92.15% of the issued share capital of the Company held by the Issuer, and any other unencumbered shares of the Company held by the Issuer which are to be pledged in favour of the Debenture Trustee, in accordance with the terms of the pledge agreement to be entered into *inter alia* between the Issuer, the Company, and the Debenture Trustee for pledge of shares of the Company held by the Issuer;
- (ii) a first ranking exclusive pledge over the 100% of the issued share capital of the Neptune Readymix Concrete Private Limited (“NRCPL”) held by the Company, in accordance with the terms of the pledge agreement to be entered into *inter alia* between the Company, NRCPL, Robo Quarries Private Limited (“RQPL”), and the Debenture Trustee for pledge of shares of NRCPL and RQPL held by Company;
- (iii) a first ranking exclusive pledge over the 100% of the issued share capital of the RQPL held by the Company, in accordance with the terms of the pledge agreement to be entered into *inter alia* between the Company, NRCPL, RQPL, and the Debenture Trustee for pledge of shares of NRCPL and RQPL held by Company;
- (iv) an irrevocable and unconditional corporate guarantee in accordance with the terms of the deed of guarantee to be entered into between the Company and the Debenture Trustee;
- (v) post-dated cheques provided by the Company made payable to the Debenture Trustee for each expected Redemption Amount payable on each Scheduled Redemption Date;
- (vi) undated signed cheques to be provided by the Company made payable to the Debenture Trustee in the manner set out in the Debenture Trust Deed; and
- (vii) such other security/ or undertake such other obligations as may be required for the issue of NCDs.

for the benefit of the Debenture Holders, in form and substance satisfactory to the Debenture Trustee (“**Security Documents**”), to secure the payment/redemption of the NCDs under the Debenture Documents and Debenture Trust Deed, in connection with the Issue, proposed to be issued on a private placement basis, to certain identified investors (“**Debenture Holders**”, which expression shall include its transferees, novatees and assigns) and in terms of the Debenture Trust Deed and other documents in relation to the NCDs (“**Debenture Documents**”).

“RESOLVED FURTHER THAT any one of the Board of Directors of the company be and is hereby severally authorized to take from time to time all decisions and steps in respect of the above Security Documents, Debenture Documents, Transaction Documents, guarantees,

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securities, undertaking and other documents, including *inter alia*, the amount and other terms and conditions of such guarantees, securities and undertakings and varying the same either in part or in full as it may deem appropriate and to do and perform all such acts, deeds, matters and things, including filing necessary e-form(s) with the Registrar of Companies and such other authorities as may be necessary, proper or desirable and to settle any question, difficulty or doubt that may arise in this regard including power to sub-delegate in order to give effect to this resolution.”

“RESOLVED FURTHER THAT the certified true copy of the aforesaid resolution under the signature of any one Director be forwarded to such persons or authorities as may be required from time to time.”

Capitalized terms used herein but not defined shall have the meaning ascribed to such term in the Debenture Trust Deed.

4. To consider alteration of Articles of Association of the Company:

To consider and, if thought fit to pass with or without modification(s), the following resolution as a **Special Resolution**:

“RESOLVED THAT pursuant to the provisions of Section 5, 14 and all such other applicable provisions of the Companies Act, 2013 and the rules and regulations framed thereunder, including any statutory modifications or re-enactment thereof for the time being in force and rules made thereunder and subject to such other requisite approvals, if any, in this regard from appropriate authorities and terms(s), condition(s), amendment(s), modification(s), as may be required or suggested by any such appropriate authorities, and agreed to by the Board, the consent of the members of the Company be and is hereby accorded, subject to the approval of the Registrar of Companies, for the following alterations of the articles of association of the Company, substantially in the form set out below, and any other alterations, amendments, substitutions or modifications as may be necessary or incidental thereto, and not limited to the alterations specifically mentioned herein:

(a) Following changes in the definitions:

- (i) Existing definitions of Company 1 Share Pledge Agreement, Debentures, Debenture Trustee, Debenture Trust Deed and Pledged shares be deleted;
- (ii) New definition of DTD to be inserted after the existing definition of “Depositories Act”:

“DTD” means the debenture trust deed entered into between the Company, Hella Infra Market Limited and Catalyst Trusteeship Limited], in relation to issuance of up to 1,25,000 (one lakh twenty five thousand) INR denominated, senior, secured, unrated, redeemable and unlisted non-convertible debentures with nominal value of INR 1,00,000 (Indian Rupees One Lakh) each, aggregating to not more than INR 1250,00,00,000 (Indian Rupees One Thousand Two Hundred and Fifty



Crores), in multiple series and tranches and in multiple sub-tranches for each tranche.

- (b) Article 35 of the Articles of Association of the Company shall be amended and replaced with the following:

35A. On giving not less than seven days' previous notice in accordance with Section 91 of the Act and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

B. Notwithstanding anything contained in Article 35(A) above, any suspension of transfers shall not apply to any transfer of the Pledged Shares (RDCIL) (as defined in the DTD) by the Debenture Trustee (as defined in the DTD) to itself or any third party transferee or purchaser pursuant to the invocation or sale of the Pledged Shares (RDCIL) (as defined in the DTD) by the Debenture Trustee (as defined in the DTD) in an Event of Default (as defined in the DTD). Any transfer of the Pledged Shares (RDCIL) by the Debenture Trustee (as defined in the DTD) pursuant to the DTD and the Pledge Agreement (RDCIL) (as defined in the DTD) shall be registered by the Board immediately and in any event no later than 1 (one) Business Day (as defined in the DTD) from the date of receipt of notice from the Debenture Trustee (as defined in the DTD) in respect of such transfer.

- (c) New Article 40A shall be inserted after existing Article 40 of the Articles of Association of the Company:

*40A. The Company has entered into a pledge agreement with Hella Infra Market Limited and Catalyst Trusteeship Limited (“**Pledge Agreement (RDCIL)**”) in favour of the Debenture Trustee (as defined in the DTD) with respect to securities of the Company and shall perform and comply with all the terms, conditions, covenants, stipulations and contents thereof. The Company shall not refuse or deny or restrict transferability of securities in any manner, pursuant to exercise of rights under the Pledge Agreement (RDCIL).*

- (d) New Article 81A shall be inserted after existing Article 81 of the Articles of Association of the Company:

81A. Nominee Director

- (a) *The Debenture Trustee (as defined in the DTD), acting on the instructions of the Debenture Holders (as defined in the DTD), shall have a right to appoint a nominee director, on the board of directors of the Company (hereinafter referred to as the “**Nominee Director**”) upon the occurrence of an Event of Default (as*



defined in the DTD), in each case in accordance with the Debenture Documents (as defined in the DTD).

- (b) *The Nominee Director shall not be liable to retire by rotation nor required to hold any qualification shares.*
- (c) *The Company shall appoint the Nominee Director forthwith on receiving a nomination notice from the Debenture Trustee (as defined in the DTD) and shall take all corporate action to effectuate the rights of the Nominee Director, as set out in the DTD.*
- (d) *Once the Nominee Director has been appointed:*
 - (i) *no meeting of the board of directors of the Company or any committee thereof (upon which such Nominee Director has been appointed) shall be considered quorate without the presence of the Nominee Director; and*
 - (ii) *no resolution will be passed in any meeting of the board of directors or any committee of the board of directors of the Company (upon which committee such Nominee Director has been appointed) without the affirmative vote of the Nominee Director and any resolution passed without such affirmative vote shall be void ab initio,*

*unless such requirements are expressly waived by the Nominee Director in writing. If the Nominee Director is not present within 30 (thirty) minutes of the appointed time for the board meeting or the committee meeting (as the case may be), then the board meeting or the committee meeting (as the case may be) shall be adjourned and shall be reconvened at the same time and place, 3 (three) Business Days (as defined in the DTD) later, with a prior notice to the Nominee Director for the adjourned meeting (the “**Adjourned Meeting**”). For an Adjourned Meeting, the quorum shall be determined in accordance with Applicable Law (as defined in the DTD) and the presence of the Nominee Director shall not be required to constitute quorum (except if any agenda for the meeting relates to the Debentures (as defined in the DTD) and/or the outcome of the meeting may have an adverse impact on rights and claims of the Secured Parties (as defined in the DTD)).*

- (e) *The Nominee Director shall:*
 - (i) *be appointed on such committees of the board of directors of the Company as may be required by the Debenture Trustee (as defined in the DTD);*
 - (ii) *be entitled to receive all notices, agenda, etc. and to attend all general meetings, meetings of the board of directors and meetings of any committees of the board of directors of the Company that he is a member;*



and if no adequate notice is provided as required under this clause, such meeting shall not be considered quorate;

- (iii) *shall be entitled to attend such meetings through audio-video conferencing or through proxy;*
- (iv) *be a non-executive director and shall have no responsibility for the day-to-day management of the Company and shall not be liable for any failure by the Company to comply with Applicable Law (as defined in the DTD) or be considered as an officer in default of the Company (and, in the event that any notice or proceedings have been filed against the Nominee Director in relation to director's liabilities, the Company shall take all necessary steps to ensure that the Nominee Director is withdrawn from such notice or proceedings and shall reimburse all costs or fees levied against the Nominee Director); and*
- (v) *be entitled to all the rights, privileges and indemnities of other directors including the sitting fees and expenses as are payable by the Company to the other directors.*
- (f) *The Company shall indemnify and hold harmless each Nominee Director from and against any damages suffered or incurred by or claim brought or made against such Nominee Director as a result of his duties as a director of the Company arising out of or relating to any breach of Applicable Law (as defined in the DTD) by the Company or against any claims and liabilities arising on account of their being directors on the board of directors of the Company as a result of a breach of Applicable Law (as defined in the DTD) by the Company to the maximum extent permitted under Applicable Laws (as defined in the DTD).*
- (g) *Any costs and expenses incurred by the Nominee Director by virtue of his position shall be borne solely by the Issuer and RDCIL (as the case may be).*
- (e) New Article 81B shall be inserted after existing Article 81A of the Articles of Association of the Company:

81B. Observer

- (a) *The Debenture Trustee (as defined in the DTD), acting on the instructions of the Debenture Holders (as defined in the DTD) shall have a right to appoint an observer on the board of directors of the Company (the “Observer”).*
- (b) *The Company shall appoint the Observer forthwith on receiving a nomination notice from the Debenture Trustee (as defined in the DTD) and shall take all corporate action to effectuate the rights of the Observer as set out in the DTD.*



- (c) *The Observer shall:*
- (i) *be entitled to receive, (and the Company shall be required to provide to it), all notices, agenda, related explanations and documents, etc. of each general meeting, board meeting and/or meeting of any committees of the board of directors of the Company, at least 15 (fifteen) Business Days (as defined in the DTD) before the date of such meeting and be entitled to attend all general meetings, meetings of the board of directors and meetings of any committees of the board of directors of the Company; and*
 - (ii) *not be a director and shall not be liable for any failure by the Company to comply with Applicable Laws (as defined in the DTD) or be considered as an officer in default of the Company (and, in the event that any notices or proceedings have been filed against the Observer, the Company shall take all necessary steps to ensure that the Observer is withdrawn from such notice or proceedings and shall reimburse all costs or fees levied against the Observer).*
- (f) Article 84 of the Articles of Association of the Company shall be amended and replaced with the following:
84. *The Board may, from time to time, secure the payment of such money or any borrowings of any other body corporate, in such manner and upon such terms and conditions in all respects as they deem fit and in particular by the issue of bonds or debentures or by pledge, mortgage, charge or any other security on all or any properties of the Company (both present and future) including its uncalled capital for the time being.*
- Any bonds, debentures, debenture-stock or other securities may if permissible in law be issued at a discount, premium or otherwise by the Company and shall with the consent of the Board be issued upon such terms and conditions and in such manner and for such consideration as the Board shall consider to be for the benefit of the Company, and on the condition that they or any part of them may be convertible into equity shares of any denomination, and with any privileges and conditions as to the redemption, surrender, allotment of shares, appointment of Directors or otherwise. Provided that debentures with rights to allotment of or conversion into equity Shares shall not be issued except with, the sanction of the Company in shareholders' meeting accorded by a special resolution.*
- (g) Existing Article 108 be deleted and the remaining Articles of Association be renumbered from 109-147 to Articles 108-146 accordingly.

“RESOLVED FURTHER THAT the Authorised Signatories, be and are hereby severally authorised to do all such acts, deeds, matters and things as may be deemed proper, necessary,

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or expedient, including filing the requisite forms with Ministry of Corporate Affairs or submission of documents with any other authority, for the purpose of giving effect to the aforesaid resolution.”

“RESOLVED FURTHER THAT that the aforesaid resolutions come into effect immediately and a copy of this resolution may be provided to any person (including any authorised representatives, agents, consultants or officers of such person) under the signatures of any Director or Company Secretary of the Company. Further, the aforesaid resolutions shall not be revoked, superseded or modified till the full and final redemption of the Issue”

FOR AND ON BEHALF OF THE BOARD

TEESHULA
PRAVIN
KALE
Digitally signed
by TEESHULA
PRAVIN KALE
Date: 2026.01.30
10:43:32 +05'30'

Teeshula Kale
Company Secretary & Compliance Officer
Membership No: A31135

Place: Thane
Date: January 30, 2026

Registered Office:
DIL Complex, 701, 7th Floor Thane One,
Ghodbunder Road, Majiwade,
Thane - 400 610

CIN: U74999MH1993PLC172842
Tel. No. 022 - 67896729
Mail: compliance@rdcconcrete.com
Website: www.rdcconcrete.com

NOTES:

1. Pursuant to the General Circular no. 09/ 2024 dated September 19, 2024, read with general circular Nos. 20/2020 dated May 05, 2020, No. 02/2021 dated January 13, 2021, No. 19/2021 dated December 8, 2021, No. 21/2021 dated December 14, 2021 and No. 2/2022 dated May 05, 2022 and all other relevant circulars issued from time to time by the Ministry of Corporate Affairs, physical attendance of the Members to the EGM venue is not required and general meeting be held through video conferencing (VC) or other audio visual means (OAVM). Hence, Members can attend and participate in the ensuing EGM through VC/OAVM.

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2. Since this EGM is being held pursuant to the MCA Circulars through VC/OAVM, the facility for appointment of proxies by the members will not be available for this EGM and hence the Proxy Form, Attendance Slip and Route map are not annexed to the Notice.
3. Corporate members intending to allow their authorized representatives to attend the EGM through VC/OAVM are requested to send to the Company, a certified true copy of the Board resolution / Power of Attorney along with specimen signature(s) of the representatives authorized under the said Board Resolution to attend and to vote at the EGM by email at compliance@rdcconcrete.com from their respective registered email ID.
4. Members are requested to notify the Company about their change of address, if any.
5. The Members can join the EGM in the VC/OAVM mode 15 minutes before and after the scheduled time of the commencement of the Meeting by following the procedure mentioned in the Notice.
6. The attendance of the Members attending the EGM through VC/OAVM will be counted for the purpose of reckoning the quorum under Section 103 of the Companies Act, 2013.
7. Queries proposed to be raised at the EGM may be sent to the Company on the Company e-mail address compliance@rdcconcrete.com prior to the date of EGM to enable the management to compile the relevant information to reply the same in the meeting.
8. All the relevant documents referred in this EGM Notice, Register of Directors, Key managerial personnel and their shareholding maintained under Section 170, Register of Contracts or Arrangements in which Directors are interested maintained under Section 189 of the Companies Act, 2013 and other documents shall be available electronically for inspection by the members at the EGM. Members seeking to inspect such documents can send an e-mail to compliance@rdcconcrete.com from their registered e-mail address.

Instructions for members for attending the EGM through VC/OAVM are as under:

1. Member will be provided with a facility to attend the EGM through VC/OAVM on Google meeting platform. The link for VC/OAVM will be shared by the company via email.
2. Members are requested to join the meeting through laptop or tablet for better experience. Further members will be required to allow Camera and are requested to use Internet with a good speed to avoid any disturbance during the meeting.
3. Please note that participants connecting their devices via Mobile hotspot may experience audio/video loss due to fluctuation in their respective network. It is therefore recommended to use stable Wi-Fi or LAN connection to mitigate any kind of aforesaid glitches.
4. Members, who would like to express their views/have questions may send their questions in advance mentioning their name, folio number, email id and mobile number at compliance@rdcconcrete.com. The same will be replied by the company suitably.

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Instructions for members for voting:

Pursuant to Section 107 of Companies Act, 2013, the voting on the resolutions will be conducted through show of hand method.

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EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013 ANNEXED TO AND FORMING PART OF THE NOTICE:

Item No. 1:

The borrowings of the Company are, in general, required to be secured by suitable mortgage or charge on all or any of the movable and/ or immovable properties of the Company in such form, manner and ranking as may be determined by the Board of Directors of the Company, from time to time, in consultation with the lender(s). The mortgage and/or charge by the Company of its movable and/or immovable properties and/or the whole or any part of the undertaking(s) of the Company in favour of the lenders/agent(s)/trustees.

The Members at their Meeting held on September 24, 2025 had accorded approval for the limit of Rs. 600 Crores. Further, the Company in certain events of default by the Company, may be regarded as disposal of the Company's undertaking(s) within the meaning of Section 180(1)(a) of the Companies Act, 2013. The Board of Directors of the Company, at their meeting held on January 30, 2026 reviewed the limits and suggested that the limits be increased to Rs. 1,850 crores (Rupees One Thousand Eight Hundred Fifty Crores Only).

None of the Directors and Key Managerial Personnel of the Company and their relatives is in any way concerned or interested, financially or otherwise in the resolution except to the extent of their directorship and shareholding in the body corporate(s) in which investment may be made or loan/ guarantees may be given pursuant to this special resolution.

The Board recommends the resolutions in Item No. 1 of the accompanying Notice for your approval as Special resolution.

Item No. 2:

As per the provisions of Section 186 of the Companies Act, 2013, the Board of Directors of a Company, with the approval of the shareholders of the Company accorded by way of special resolution, can make investments, give loans, guarantee and provide security beyond the prescribed ceiling of

- i) Sixty per cent of the aggregate of the paid-up capital and free reserves and securities premium account or,
- ii) Hundred per cent of its free reserves and securities premium account, whichever is more.

The Members in their Meeting held on September 24, 2025 had accorded approval for the limit of Rs. 200 Crores for making loans to any person or other bodies corporate; giving guarantee or provide security in connection with a loan to any other bodies corporate or person; and acquiring by way of subscription, purchase or otherwise, the securities of any other body corporate, under the provisions of Section 186 of the Companies Act, 2013.

The Board of Directors of the Company, at their meeting held on January 30, 2026 reviewed the limits and suggested that the aforesaid limits be increased to Rs. 1650 Crores (Rupees One Thousand Six Hundred Fifty Crores Only).

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None of the Directors and Key Managerial Personnel of the Company and their relatives is in any way concerned or interested, financially or otherwise in the resolution except to the extent of their directorship and shareholding in the body corporate(s) in which investment may be made or loan/guarantees may be given pursuant to this special resolution.

The Board recommends the resolutions in Item No. 2 of the accompanying Notice for your approval as Special resolution.

Item Nos. 3&4:

Hella Infra Market Limited, the Holding Company, is proposing issuance of INR denominated, senior, secured, unrated, redeemable and unlisted non-convertible debentures (“NCDs”) for nominal value of INR 1,00,000 (Rupees One Lakh) each, aggregating to not more than INR 1250,00,00,000 (Indian Rupees One Thousand Two Hundred and Fifty Crores only), in multiple Series and Tranches and in multiple sub-tranches for each Tranche (“**Issue**”), in accordance with the terms set out in the debenture trust deed (“**Debenture Trust Deed**”) proposed to be entered into between the Issuer, Company and Catalyst Trusteeship Limited (“**Debenture Trustee**”). One of the terms of issue of the NCDs is that the Company shall provide security over its assets and guarantee certain obligations as specified in the resolution and contractual comfort to secure the Issue. The Members may note that that the proposed issuance of NCDs by Hella Infra Market Limited is in the best interest of the Company.

In respect of the aforesaid NCD issue by Hella Infra Market Limited, the Company would be required to execute a debenture trust deed between the Company, Hella Infra Market Limited and Catalyst Trusteeship Limited, acting as the Debenture Trustee. Accordingly, as part of the commercial understanding with the Debenture Trustee and the Debenture Holders, certain corporate governance, security enforcement and investor protection rights are required to be embedded in the Articles of Association of the Company to ensure enforceability under applicable law and to align the Company’s constitutional documents with the provisions of the DTD and other debenture documents. The details of the changes proposed to be made to the existing Articles of Association have been included in the resolutions.

Copy of existing Articles of Association and the revised Articles of Association will be made available for inspection at the registered office of the Company during the working hours of the Company on any working day up to the date of the ensuing Extra-Ordinary General Meeting.

None of the Directors and Key Managerial Personnel of the Company and their relatives is in any way concerned or interested, financially or otherwise in the resolution except to the extent of their directorship and shareholding in the body corporate(s) in which investment may be made or loan/guarantees may be given pursuant to this special resolution.

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RDC CONCRETE (INDIA) LIMITED

CIN: U74999MH1993PLC172842
DIL Complex, 701, 7th Floor, Thane One,
Ghodbunder Road, Majiwade, Thane,
Maharashtra, India, 400610
Tel. No.: +91 22 - 6789 6789
www.rdcconcrete.com



The Board recommends the Resolutions in Item Nos. 3&4 of the accompanying Notice for your approval as Special resolutions.

FOR AND ON BEHALF OF THE BOARD

TEESHUL
A PRAVIN
KALE

Digitally signed
by TEESHULA
PRAVIN KALE
Date: 2026.01.30
10:53:50 +05'30'

Place: Thane
Date: January 30, 2026

Teeshula Kale
Company Secretary & Compliance officer
Membership No: A31135

Registered Office:
DIL Complex, 701, 7th Floor Thane One,
Ghodbunder Road, Majiwade,
Thane - 400 610

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