

RCC CEMENTS LIMITED

CIN:L26942DL1991PLC043776

Regd. Off: 702, Arunachal Building, 19, Barakhamba Road, Connaught Place, New Delhi-110001

Tel.: 91-11-43571042; Fax : 91-11-43571047

Email: rcccementlimited@gmail.com ; Website: www.rcccements.com

Dated: 11-08-2025

To,
The Manager (Listing),
Bombay Stock Exchange Limited,
01st Floor, P. J. Towers,
Dalal Street, Mumbai – 400001

Sub. : Intimation Regulation 3IA(3)(a)(i) read with Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), Regulations, 2015

Ref : BSE - Scrip Code – 531825 (RCCEMEN)

Dear Sir,

Pursuant to Regulation 3IA(3)(a)(i) read with Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), Regulations, 2015 (“Listing Regulations”), we wish to inform you that the Company has on 11th August, 2025, received a request letter dated 09th August, 2025 from certain promoters of the company for seeking reclassification of their status from “Promoter And Promoter Group” to “Public” Category.

The details of the promoters seeking reclassification and their shareholding are as follows:

Sr.No	Name of the Promoter	No. of shares held	% of Paid up Capital
1	Mr. Yogesh Jain	0	0.00
2	Ms. Anupreksha Jain	68,500	1.22
3	Yogesh Jain (HUF)	54,000	0.96
4	Focus Impex Private Limited	0	0.00
5	Ms. Preeti Jain	0	0.00
TOTAL		1,22,500	2.18

A copy of the request letters received on August 11, 2025 from the said promoters seeking reclassification alongwith a copy of the settlement deed is enclosed herewith for your kind perusal.

We hope that you will find the same in order

Thanking You,
Yours Faithfully,
For RCC Cements Limited

SHIMPY
GOYAL

Digitally signed by
SHIMPY GOYAL
Date: 2025.08.11
17:38:18 +05'30'

Shimpy Goyal
Company Secretary

Encl: As Above

9th August, 2025

M/s RCC Cements Ltd.

807, Arunachal Building,

19 Barakhamba Road,

New Delhi -110001.

rcccementslimited@gmail.com, peeyush60@gmail.com,

prakash2002@gmail.com, prakash.choradia@gmail.com

Kind attention : Sh. Peeyush Agarwal/ Sh. Prakash Choradia

Ref. Settlement dated 23.03.2024 arrived in Cr.Rev.381/2023,

Re : Order dated 06.08.2025 passed in Cont. Cas [c]1532/2024

Sub.: Removal of name from List of Promoter

Dear sirs,

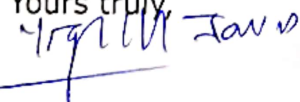
This in continuation to our previous email dated 11.04.2025 and in reference to above captioned Order passed by Hon'ble High court of Delhi.

Above referred settlement was arrived in between RCC Cements Ltd. and company five shareholders namely Anupreksha Jain(Folio no.7), Preeti Jain(Folio no.36), Yogesh Jain HUF (26), Yogesh Jain(Folio no.4 & 24) and Focus Impex Pvt. Ltd.(Folio no.50)

You are requested to remove our name from company "List of Promoters" in term of referred settlement clause 4(6).

Thanking you,

Yours truly,



(Yogesh Jain)

Received subject to compliance with
Listing Regulations, approved by the
Board of Director of the company &
BSE Ltd in terms of Regulation 31-A
of the Listing Regulation



11/8/2025

RCC Cements Ltd

9th August, 2025

M/s RCC Cements Ltd.

807, Arunachal Building,

19 Barakhamba Road,

New Delhi -110001.

rcccementlimited@gmail.com, peeyush60@gmail.com,

prakash2002@gmail.com, prakash.choradia@gmail.com

Kind attention : Sh. Peeyush Agarwal/ Sh. Prakash Choradia

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Thanking you,

Yours truly,

Pain

(Anupreksha Jain)

*Received subject to compliance with
listing Regulations, approval by Board
of Directors of the company & approval
by BSE in terms of Regulation
31 A of the listing Regulation*

Prakash

11/8/2025

RCC Cements Ltd

9th August, 2025

M/s RCC Cements Ltd.

807, Arunachal Building,

19 Barakhamba Road,

New Delhi -110001.

rccementlimited@gmail.com, peeyush60@gmail.com,

prakash2002@gmail.com, prakash.choradia@gmail.com

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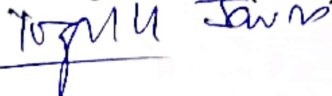
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You are requested to remove our name from company "List of Promoters" in term of referred settlement clause 4(6).

Thanking you,

Yours truly,

For Yogesh Jain (HUF)



Karta

*Received subject to compliance with Listing Regulation
& approval by the Board of Directors of the company
& BSE Ltd. in terms of Regulation 31 A of the
Listing Regulation*
HR
11/8/2025
RCC Cements Ltd

FOCUS IMPEX PRIVATE LIMITED

Registered Office:

Keynote House, 4525-A, 7/33 Ansari Road, Darya Ganj, New Delhi-110002
CIN : U74899DL1995PTC067310 email: yogpreet@gmail.com PH.+91- 9313-104607

9th August, 2025

M/s RCC Cements Ltd.

807, Arunachal Building,
19 Barakhamba Road,
New Delhi -110001.

rccementslimited@gmail.com, peeyush60@gmail.com,
prakash2002@gmail.com, prakash.choradia@gmail.com

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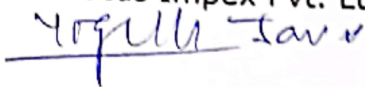
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You are requested to remove our name from company "List of Promoters" in term of referred settlement clause 4(6).

Thanking you,

Yours truly,

For Focus Impex Pvt. Ltd.



Director

Received subject to compliance with
listing regulation is approved by Board
of Director of the company at RCC Cements Ltd.
11/08/2025
RCC Cements Ltd



9th August, 2025

M/s RCC Cements Ltd.

807, Arunachal Building,

19 Barakhamba Road,

New Delhi -110001.

rcccementlimited@gmail.com, peeyush60@gmail.com,

prakash2002@gmail.com, prakash.choradia@gmail.com

Kind attention : Sh. Peeyush Agarwal/ Sh. Prakash Choradia

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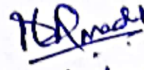
You are requested to remove our name from company "List of Promoters" in term of referred settlement clause 4(6).

Thanking you,

Yours truly,


(Preeti Jain)

Received subject to compliance with
listing regulations, approval of the Board
of Directors of the company & BSECL.
in terms with Regulation 31A of listing
Regulation


11/8/2025
RCC Cements Ltd



**DELHI MEDIATION CENTRE
PATIALA HOUSE COURTS
NEW DELHI**

Ref Court: Ms. Kiran Gupta, Ld. ASJ-04, PHC, ND

Mediation No.: 3188/23

Cr Rev. No. : 381/23

Focus Impex Pvt. Ltd. Vs. RCC Cements Ltd. and Ors.

23.03.2024

Present: Sh. Yogesh Jain, AR for Revisionist /complainant company(also as Karta of Yogesh Jain HUF AND Duly authorized by Anupreksha Jain and Preeti Jain) alongwith Sh. K.B.B. Singh, Advocate.
Sh. Prakash Choradia, AR of respondent no.1 company along with Sh.Tarun K. Bedi Advocate.

Copy of Resolution of Board of Directors dated 02.03.2024 of petitioner company is placed on record and Authorization/GPA by Ms. Preeti Jain and Smt. Anupreksha Jain in favour of Sh. Yogesh Jain is also placed on record. The documents are annexed herewith.

1. Reference:

This case has been received from the Court of Ms. Kiran Gupta, Ld. ASJ-04, PHC, ND for mediation.

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NDD, PHC, ND

2. Mediation proceedings:

After introducing and explaining the concept and benefits of mediation, the matter has been discussed with the parties in joint as well as single sessions on various dates.

3. Background of the case:

The present revision petition has been preferred by the petitioner against the order of impugned summoning dated 14.03.2023 passed in CC No.10344/2017 titled as Focus Impex Vs. RCC Cements Limited. As per information provided during mediation proceedings by the petitioner/revisionist, the summoning order has been passed for offence under section 420/406 IPC.

The petitioner/revisionist/complainant Focus Impex Private Limited, (formerly known as Sunnet Impex Pvt. Ltd.) a company registered under the Companies Act, 1956 having its registered office at 4525-A, 7/33, Ansari Road, Darya Ganj New Delhi 110002, hereinafter referred to as "Focus" represented through its Director Mr. Yogesh Jain, authorized vide resolution passed by the Board of Directors in its meeting held on 2nd March'2024. to sign and execute the present agreement, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, assigns, affiliates, officers etc. Further Yogesh Jain is also duly authorized to represent on behalf of his wife Smt. Preeti Jain, his daughter Smt. Anupreksha Jain and his own HUF known as Yogesh Jain HUF (Karta Yogesh Jain), for their interest in RCC shares. All these collectively with Focus, hereinafter referred as (First party).

RCC Cements Ltd. a company registered under the Companies Act, 1956 having its registered office at 702, Arunachal Building, 19, Barakhamba Road, New

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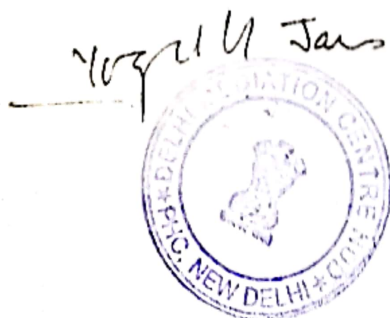
Delhi 110001, represented through its AR Sh. Prakash Choradia.

The background of the present dispute is that **WHEREAS** RCC had filed a company petition no.506 of 2011 dated 14.12.2011, before the Hon'ble Delhi High Court for reduction of paid up share capital under sec.101-104 of Companies Act 1956, for extinguishment of 35,00,000 equity shares including **Focus** allotted 600,000 shares lot. The said petition came to be disposed off in terms of Order dated 22.03.202, allowing the extinguishment of shares against payment of @10/ for each such share.

WHEREAS RCC, citing Order dated 22.03.2012, extinguished **Focus** 600,000 shares lot belonging to **Focus** without payment as per complaint. Thus disputes and differences arose in between **Focus** and **RCC**, leading to filing of below cases by **Focus** against **RCC**. hereinafter collectively referred to as "3-CASES"

- (a) Company Application No. 2947 of 2015 in Company Petition No. 506/2011 filed by **Focus**, pending before the Hon'ble Delhi High Court, (connected case).
- (b) Criminal Complaint Case No.10344 of 2017 filed by **Focus Impex Pvt. Ltd.** against **RCC Cements Ltd.** and Others. pending in the court of Mr. Vaibhav Kumar, MM, Patiala House Courts, New Delhi. (connected case).
- (c) Criminal Revision Petition No. 381 of 2023, filed by **Focus Impex Pvt. Ltd.** against **RCC Cements Ltd.** and Others, pending in the court of Ms. Kiran Gupta, Additional Session Judge – 04, Patiala House Court, New Delhi ;

AND **WHEREAS**, **Focus** and its associates, holds below detailed **RCC** Equity Shares,



Page No. 3/12

F. M.

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MEDIATION CENTRE
NDD, PHC, ND



as their respective owners :

S.No.	Name of Share Holder	Total No.'s	RCC Share Folio No.
1	Focus Impex Pvt. Ltd.	640,000	50
2.	Yogesh Jain	268,300	4 and 24
3.	Preeti Jain	19,800	36
4.	Anupreksha Jain	68,500	7
5.	Yogesh Jain HUF	54,000	26
	Total No.'s	1,050,600	

RCC filed record shows above combined shareholding as 450,600, against respective Share-Folio no.'s, deducting 600,000 extinguished shares.

For the record, Second party 'RCC Cements Ltd.' is Respondent no.4 party, in a case titled 'Narinder Kumar Jain & Sons (HUF) vs Haryana Financial Corporation & Ors' CS DJ 21025 of 2016, is also pending before Ld. ADJ court of Ms. Vandana, at District Court Tis Hazari, seeking "decree of Declaration for HFC executed sale deed is illegal, null, non-est, invalid, void and not binding upon the plaintiff and is incapable of having any legal consequences" However this shall not effect the present share rights transfer transaction covered herein.

The first party/plaintiff in the abovesaid suit has not sought any relief against the respondent/RCC i.e. D-4, in the abovesaid suit.

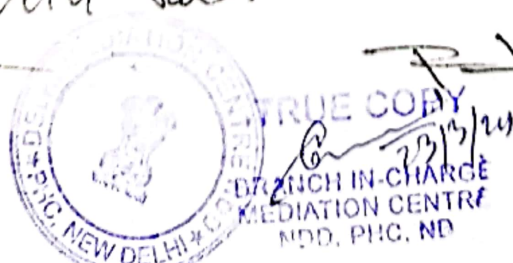
The petitioner/revisionist who is plaintiff in the above-mentioned suit CS DJ. 21025 of 2016 undertakes that he shall not press for any relief against RCC i.e. D-4 in the said suit in future also.

With the intervention of representatives from both the sides in the mediation center, had amicably settled their issues on the terms and conditions, more particularly detailed below:-

Page No. 4/12

Yogesh Jain

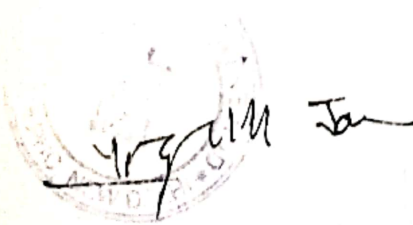
H. Rande

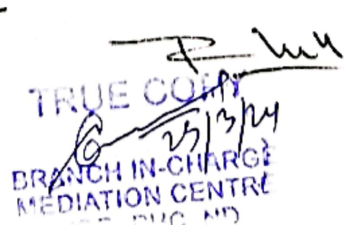


4. Terms of Settlement

- (1) That second party has agreed to pay the sum of *Rs. 70.00 lakhs (Rupees Seventy Lakhs Only)* to be paid to the First party, in lieu of extinguished 600,000 equity shares of the first party and transferring of above detailed 4,50,600 shares in the name of Yogesh Jain, Yogesh Jain (HUF), Preeti Jain, Anupreksha Jain and Focus Impex Pvt. Ltd., on a lump-sum deal basis. Thus Rs.70.00 lac payable is for total of 10,50,600 shares rights (including 600,000 extinguished shares), which comes to Rs.66628.60 per Ten thousand shares approximately. However this shares valuation, is indicative only for the purpose for release of payment, for respective shares rights in individual names only, and nothing shall be construed as part discharge of extinguished shares liability of second party, in terms of Order dated 22.03.2012 of Hon'ble High court of Delhi, which shall be only after completion of lump-sum settlement payment of Rs.70.00 lac as per below schedule.
- (2) That the second party shall pay the settled amount Rupees Seventy Lac, to the first party as per the schedule mentioned below:

<i>To be paid On or before</i>	<i>Total Payable Amount (Rs.)</i>	<i>In the name of</i>	<i>In lieu of</i>
26.03.2024	500,000/=	Focus Impex Pvt. Ltd. for token advance for part payment of lump sum settlement	5,00,000/=
31.05.2024	2,000,000/=	Anupreksha Jain for 68,500 shares Preeti Jain for 19,800 shares Yogesh Jain HUF for 54,000 shares Yogesh Jain for 157,870 shares Total Payable amount	4,56,406/= 1,31,925/= 2,59,794/= 10,51,875/-







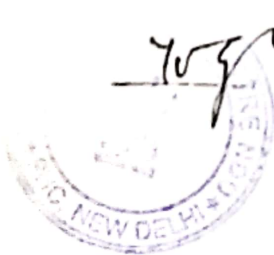
			20,00,000/=
31.08.2024	20,00,000/=	Yogesh Jain for remaining 110,430 shares Focus Impex Pvt. Ltd. towards part payment of lump sum settlement Total Payable amount	7,35,770/= <u>12,64,230/=</u> 20,00,000/-
31.11.2024	25,00,000/=	Focus Impex Pvt. Ltd. towards balance of lump sum settlement	25,00,000
Total Rs.	70,00,000/=	Rupees Seventy lac only	70.00.000/=

(3) That the above payable amount to Anupreksha Jain, Preeti Jain, Yogesh Jain HUF, and Yogesh Jain. shall be made, by draft payable to respective shareholder OR may be made via electronic mode to "Yogesh Jain, Saving Bank account no. 033301500811 with ICICI Bank, Darya Ganj branch, New Delhi with IFSC code ICIC0000333 " on behalf of respective shareholder, under intimation to Yogesh Jain at Mobile no.9313104607 (whats up no.) and/or email yogpreet@gmail.com.

(a) And amount payable to Focus Impex Pvt Ltd. payments shall be made by draft payable to Focus Impex Pvt. Ltd. or via electronic mode to "Focus Impex Pvt. Ltd. Bank Current account no. 033305004181 with ICICI Bank, Darya Ganj branch, New Delhi with IFSC code ICIC0000333" under intimation to Yogesh Jain at Mobile no.9313104607 (whats up no.) and/or email yogpreet@gmail.com.

(b) Second party shall issue, an ink-signed communication with payment

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HDD PUC NO



details, addressed to respective shareholder, for the record of shareholder. For all purpose, communication address shall be ' c/o Yogesh Jain, 4525-A, 7/33, Ansari Road, Darya Ganj New Delhi 110002 ', email ID yogpreet@gmail.com. On receipt of payment, First party shall acknowledged such issued communication.

- (c) On receipt of 1st installment of *Rs.5,00,000/- (Rupees Five Lakhs Only)* on 26.03.2024 first party shall initiate process for issuance of duplicate share certificates and de- materialization of shares of RCC Cements Limited. The second party shall provide all necessary documents to the first party for the said purpose.
- (4) That on receipt of above settled scheduled payment, respective shareholder shall execute documents, supplied by the Second party for transfers of respective shares to second party's representative or nominee. Whereupon on such execution, respective shareholder shall stand discharge. The respective shareholder member, undertake to execute, all such documents, including - indemnity bond, if required, to facilitate share transfers.
- (5) That till date, remaining 450,600 Equity shares, have not been converted in digital format (demat) and currently shares could only be transferred in demat formats, however this shall not obstruct this settlement. It is agreed that Second party shall cooperate with the first party, by providing them necessary filled-up documents, forms, compliances, for smoothen and quicken the process, for getting remaining 450,600 shares transferred to respective shareholder's demat account, for onwards transfers under this settlement. agreement. First party/ respective shareholder, undertake to execute such required/ supplied documents, compliances including Indemnity Bond for lost share certificates,

Yogesh Jain

Page No. 7/12

[Signature]



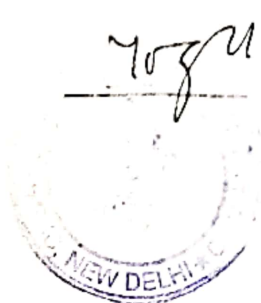
for converting these shares to demat format. And further, physical issued respective share certificates are misplaced/lost, currently not traceable and for these respective share-lot "Lost report" have been lodged with Delhi Police. A copy of lodged respective shares-lot, "Lost report" as filed with Delhi Police, have been provided to second party for necessary action at the time of signing this settlement.

- (6) That RCC filed "List of Promoters", as uploaded on Bombay stock exchange website, included First party shareholders, as RCC promoters. RCC shall get their name removed from such "list of promoters" and reclassify them as Public shareholders for the time being, or remove their name from shareholder list, as the case may be, in its record and will take appropriate steps, communication and compliances, with Bombay stock exchange, for updating its website. Second party shall provide required documents to be executed by respective shareholders for effecting as such, if required. First party undertake to execute same and submits to Second party. After required compliances, Second party shall provide a true copy of sent communication to Bombay Stock exchange requesting such change of classification of shareholders.

5. DEFAULT CLAUSE

- (a) That If by any reason the second party fails to pay scheduled amount, within stipulated time to the first party either partly or fully, for any or whatsoever reasons, these arrangement shall automatically cancelled and petitioner/complainant's whole claim against RCC (second party), for its 600,000 equity shares extinguished as per Order dated 22.03.2012

Page No. 8/12



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MEDIATION CENTRE

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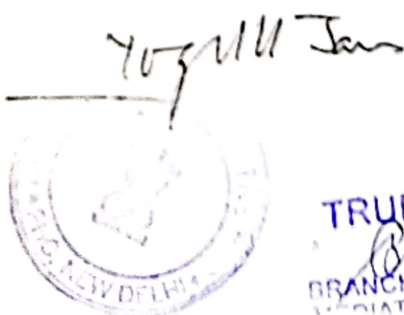
of Hon'ble High court of Delhi, remains alive and Focus shall be free to take appropriate remedy from its current stage, including to proceed with its pending Civil and Criminal "3-CASES",

- (b) And the Payment made against respective shares shall be considered to have been made for respective party thereof.
- (c) That for reasons attributable to first party respective shareholder including non-execution of required documents for share transfer, and not for reasons beyond its control including for shares non-demat formats, second party can seek specific performance or any other legal remedy as available to get agreement enforced at cost of the first party herein.

6. WITHDRAWAL OF CIVIL AND CRIMINAL CASES :

- (a) Pending completion of complete compliance of this agreement including scheduled payment, Focus and RCC, both party, on joint request, shall seek adjournment of pending "3-CASES" as mentioned in *Para no. (3)* of the present settlement agreement at Patiala Courts and at Delhi High court.
- (b) On completion of compliance of this agreement including scheduled payment, Focus and RCC, both parties shall move jointly, relevant "3-CASES" withdrawal application(s), before appropriate courts, attaching this settlement agreement, and the Hon'ble Court shall be requested to make the present Agreement as part and parcel of the order disposing off or permitting withdrawal of the case.
- (c) However if pending Criminal compliant cases with Ld. MM Court, wherein Cognizance have been taken by Ld. MM Court under section 420/406 IPC, the first party shall cooperate Second party in filing application for quashing

Page No. 9/12



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before Hon'ble High Court of Delhi, of CC No.10344 of 2017 pending before the court of Sh. Vaibhav Kumar, Ld. MM, PHC, ND and all the proceedings arising out of the said criminal complaint. The cost and expenses of filing the quashing petition shall be borne by Second party and first party shall cooperate and execute required documents for moving such application/petition and undertake to cooperate in such proceedings including requirement of physical presence to make a statement before Hon'ble High Court of Delhi. For any reasons, whatsoever, if despite compliance of all the terms of the settlement by the second party, the first party fails to cooperate in any manner for filing of the quashing petition. The second party shall get the CC No.10344 of 2017 quashed without the presence of the first party.

- (7) The petition for quashing of CC No.10344 of 2017 shall be filed by the second party with the cooperation of the first party before 31.11.2024 and the parties shall jointly request the Hon'ble court to list the matter for quashing after 31.11.2024 i.e. the final date for making last installment of full and final payment as per settlement.
- (8) That Pursuant to the successful completion of the terms, neither Party shall have any claim of any nature whatsoever against the other Party with regard to the transaction covered in the Settlement Agreement. Both the parties shall cooperate with each other in compliance of this agreement. Parties also undertake to cooperate in future for any compliances, concerning these transactions. Parties undertake not to file in future any Civil and/or Criminal case against the Company and/or its present and past Directors.
- (a) That the parties have agreed to abide by the terms of this Agreement and

Page No. 10/12



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no one shall cause any thing prejudice to the interest of the other parties.

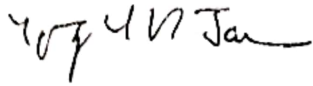
- (b) That the parties, in order to buy peace of mind and to put a dignified quietus to their disputes, have decided to settle all their *inter se* disputes amicably.
- (c) That after the completion of the present settlement no dispute of whatsoever nature shall remain pending between the parties and both the parties undertake not to file any case, petition, complaint against each other before any court of law, authority, board or before any other Forum.

7. **Free Consent of the parties:**

That the parties have gone through the terms herein before recorded and have confirmed and verified the same to be correct and that they are going to sign it without any threat, pressure, coercion or undue influence from any quarter. Both sides undertake to abide by these terms. The contents of the present settlement has been explained to the parties in the vernacular language i.e. Hindi.

8. **Breach:**

That the parties understand that breach of the terms of this settlement shall invite action for Contempt of Court against him/her/them by the opposite side, in the concerned Court.



(Yogesh Jain)
AR for Revisionist /complainant company
(also as Karta of Yogesh Jain HUF AND



(Prakash Choradia)
AR of respondent no.1

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NDD, PHC, ND



Yogesh Jain

Duly authorized by Anuupreksha
Jain and Preeti Jain)

K. B. Singh

K. B. Singh
23/3/24
D/457/01

(K. B.B. SINGH)
Advocate for Revisionist /
complainant company

Tarun K. Bedi

(Tarun K. Bedi)
Advocate for respondent

The above terms of settlement have been arrived at, verified and signed by the parties voluntarily after examining all probabilities.

Let the parties appear before Ld. Referral court on date already fixed i.e. 26.03.2024 for confirmation of the settlement.

Copy of this settlement be provided to both the parties against receipt, free of charge.

Rajender Singh

(Rajender Singh)

Advocate/Mediator/Mediation Centre
Patiala House Complex/ New Delhi
23.03.2024



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