

# RSC INTERNATIONAL LTD.

CIN: L17124RJ1993PLC007136

**Date: January 20, 2025**

To,  
**BSE Limited,**  
P.J. Towers, Dalal Street,  
Mumbai – 400001,  
Maharashtra, India

**Company Scrip Code: 530179**

**Sub: Mr. Shailesh Agrawal (“Acquirer 1”) and Mr. Ramji Das Agarwal (“Acquirer 2”) has entered into a Share Purchase Agreement dated January 20, 2025 with the Promoter Sellers (as defined below) for acquiring Equity and Voting Share Capital of R S C International Limited (“the Company”).**

**Ref: Disclosure pursuant to Regulation 30 and 30 A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI (LODR) Regulations”).**

Dear Sir/ Madam,

We hereby inform you that the Acquirers has entered into a Share Purchase Agreement dated **January 20, 2025** with the Promoter Sellers (“**Share Purchase Agreement/ SPA**”), pursuant to which the Acquirers have agreed to acquire, **21,30,678 (Twenty One Lakh Thirty Thousand Six Hundred and Seventy Eight) Equity Shares**, which constitutes **37.06% (Twenty Six Percent)** of the equity and voting share capital (“**Equity and Voting Share Capital**”) of the Company, for an aggregate consideration of Rs. 2,02,41,441/- (Rupees Two Crore, Two Lakh Forty-One Thousand Four Hundred and Forty One Only) per Equity Share subject to the statutory approvals, if any and satisfaction of conditions precedent specified in the Share Purchase Agreement (unless waived off in accordance with the Share Purchase Agreement).

Pursuant to acquisition of the aforesaid Equity and Voting Share Capital of the Company in terms of the SPA, the aggregate shareholding of Acquirers in the Company would exceed the threshold limit prescribed under regulation 3(1) of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and amendments thereto (“**SEBI (SAST) Regulations**”).

Since, the Acquirers have entered into the SPA to acquire voting rights in excess of 25% of the Equity and Voting Share Capital of the Company, accompanied with control, the Open Offer for acquisition of **14,94,922 (Fourteen Lakh Ninety-Four Thousand Nine Hundred and Twenty Two)** fully paid-up equity shares of face value of Rs. 10/- (Rupees Ten Only) each (“**Equity Shares**”), representing 26% of the total Equity and Voting Share Capital of the Company on a fully diluted basis, as of the tenth working day from the closure of the tendering period of the Open Offer, from the public shareholders of the Company for cash at a price of Rs. 9.50/- (Rupees Nine and Fifty paise) per Equity Share has been given by the Acquirers along with the PAC for the purpose of the Open Offer, pursuant to and in compliance of the SEBI (SAST) Regulations (“**Open Offer**”).

The details as required to be disclosed under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI master circular dated 11 July 2023, bearing reference no. SEBI/HO/CFD/PoD2/CIR/P/2023/120, and SEBI circular dated 13 July 2023, bearing reference no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123:

Corp & Admn. Office: 502, Orchid Plaza, Natakabala Lane, Behind Gokul Shopping Centre, Nr. Platform No-1 Borivali (W) Mum-400092. Tel: No. 8433936110, Mobile - 8433936101

Email: [gyanrtl@hotmail.com](mailto:gyanrtl@hotmail.com), [rscltd@gmail.com](mailto:rscltd@gmail.com), Website: [www.rscltd.in](http://www.rscltd.in)

Regd. Office: Plot No. 30, Sangam Colony, Opp. VKI Road No. 14, Sikar Road, Jaipur – 302 013 (Rajasthan)

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Disclosure under Clause 5A [i.e Acquisition(s) (including agreement to acquire)] of Para A of Part A of Schedule III of Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements)

Sr. No.	Particulars	Description
A.	If the Company is a party of the agreement,	
(i)	Details of the counterparties (including names and relationship with the listed entity)	<b>R S C International Limited</b> is not a party to the Share Purchase Agreement.
B.	If Company is not a party to the agreement	
(i)	Name of the party entering into such an agreement and the relationship with the listed entity;	<b>“Acquirers”</b> means <b>Mr. Shailesh Agrawal (“Acquirer 1”) and Mr. Ramji Das Agarwal (“Acquirer 2”)</b> . The Acquirer does not have any relationship with or interest in the Company.
(ii)	Details of the counterparties to the agreement (including name and relationship with the listed entity);	<b>“Promoter Sellers”</b> means <b>M/s. Mascot Fashions Private Limited</b> <b>Mr. Ankur Jain</b> <b>Mrs. Alka Jain</b> <b>Mr. Gyanchand Jain</b>  The Promoter Sellers are member of Promoter and Promoter Group of the Company.
(iii)	Date of entering into the agreement.	<b>January 20, 2025</b>
C.	Purpose of entering into the agreement	The SPA records the terms and conditions on which the Sellers (Promoter Sellers <b>“Sellers”</b> ) have agreed to sell, and the Acquirers have agreed to acquire the Seller Shares ( <b>“Seller Shares”</b> shall mean <b>21,30,678 (Twenty One Lakh Thirty Thousand Six Hundred and Seventy Eight)</b> Equity Shares constituting up to 37.06% (Twenty Six percent) of the Equity and Voting Share Capital of the Company) along with the control over the Company.
D.	Shareholding, if any, in the entity with whom the agreement is executed	NIL
E.	Significant terms of the agreement	The sale of Seller Shares under the SPA is proposed to be executed at a price of up to Rs. 9.50/- (Rupees Nine and Fifty paise) per Equity Share. Pursuant to execution of the SPA, the Acquirers will be required to make an open offer in accordance with SEBI (SAST) Regulations. The consummation of the Proposed Transaction is subject to satisfaction of conditions precedent in the SPA and receipt of the statutory approvals, if any.
F.	Extent and the nature of impact on management or control of the listed entity	Upon consummation of the transaction contemplated in the SPA and post successful completion of the Open Offer, the Acquirers will acquire control over the Company and the Acquirers shall become the promoters of the Company in accordance with the provisions of SEBI (LODR) Regulations.

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		Upon sale of the entire shareholding of the Promoter Sellers in the Company pursuant to the SPA, the Promoter Sellers and the other members of the Promoter and Promoter Group are desirous that they will cease to be members of the promoter and promoter group of the Company and will be classified into public category, in terms of Regulation 31A (10) of SEBI (LODR) Regulations, 2015.
G.	Details and quantification of the restriction or liability imposed upon the company	NA
8.	Whether, the said parties are related to promoter/promoter group/group companies in any manner. If yes, nature of relationship	Save and except the Promoter Sellers, none of the parties to the SPA form part of or are related to the promoter/promoter group/ group companies of the Company.
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	No, the transaction would not fall within related party transactions.
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued	NA
11.	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.;	Upon completion of the Proposed Transaction, the Acquirers shall subject to the compliance of the various statutory laws/obligations, if any, be entitled to appoint its representatives on the Board of Directors of the Company after expiry of the offer period in accordance with the provisions of SEBI (SAST) Regulations and terms of the SPA.

Kindly take the same on your records.

Thanking you

Yours faithfully,

For R S C International Limited

  
**Gyan Chand Jain**  
Managing Director  
DIN: 00498094



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