

Manufacturers & Exporters: ERW Steel Tubes (Black & Galvanised)

CIN: L27201DL1974PLC007114 | AN ISO 9001: 2015 CO.

Regd. Office: B-5, 3rd Floor, Main Road, Ghazipur, New Delhi (India) - 110096

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Date: November 25, 2025

To

The Manager – Listing

National Stock Exchange of India Limited,

Exchange Plaza, BandraKurla Complex,

Bandra (East),

Mumbai - 400 051

Symbol: RAMASTEEL

The Secretary

BSE Limited,

Corporate Relationship Dept.,

P. J. Towers, Dalal Street,

Mumbai - 400 001.

Scrip Code: 539309

Dear Sir/Madam,

Sub.: Outcome of Board Meeting held on November 25, 2025

Ref.: Regulation 30 of the SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015.

Pursuant to Regulation 30 read with Schedule III of the SEBI Listing Regulations, It is hereby informed that the Board of Directors of Rama Steel Tubes Limited ("the Company") at its Board Meeting held today, i.e., Tuesday, November 25, 2025, which commenced at 05:00 P.M. and concluded at 06:30 P.M., has accorded its consent for further investment in M/s RST International Trading FZE (U.A.E) (Wholly Owned Subsidiary) by way of acquisition of shares. Details of the same is attached as Annexure-A.

Further The Board approved the working capital loan of AED 10 million and also the Company has enterd into the loan Agreement with M/s RST International Trading FZE (U.A.E) (Wholly Owned Subsidiary). Details of the same is attached as Annexure-B.

The details required under regulation 30 of SEBI (LODR) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11th November, 2024 are enclosed herewith.

You are requested to take the above information on records.

Thanking You

Yours Faithfully,

For Rama Steel Tubes Limited

Vikas Sharma

Company Secretary & Compliance Officer



Annexure A

The details as required under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024, are enclosed herewith as under:

S. No.	Particular	Details
a.	Name of the target entity, details in brief such as size, turnover etc.;	 Name- RST International Trading FZE (U.A.E) (Wholly Owned Subsidiary) Share Capital: AED 500000 Turnover: AED 6823661 as on 31st March, 2025
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"	RST International Trading FZE (U.A.E), being a wholly owned subsidiary is a related party of the Company. The transaction falls within the ambit of related party transaction and is at arm's-length basis." Except to the extent of shares held by the Company in RST International Trading FZE (U.A.E),, the promoter/promoter group/group companies of the Company have no interest in RST International Trading FZE (U.A.E),
C.	Industry to which the entity being acquired belongs;	The Company is engaged in the trading of basic steel and non-ferrous metal products, building and construction materials, reinforcement steel bars, pipes and fittings, industrial equipment and spare parts, refrigeration and cold-storage equipment, water heating and cooling equipment, and construction machinery.
d.	Objects and impacts 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 proposed equity infusion will be utilized to support the subsidiary's expansion plans, explore additional business opportunities, and facilitate future growth initiatives.
e.	Brief details of any governmental or regulatory	Co PEL PO

	approvals required for the acquisition;	Nil	
f.	Indicative time period for completion of the acquisition;	The acquisition is expected to be completed in 4-6 months.	
g.	Nature of consideration - whether cash consideration or share swap and details of the same;	Cash Consideration	
h.	Cost of acquisition or the price at which the shares are acquired;	AED 36 millions comprising of 36000 shares of AED 1000 each.	
i.	Percentage of shareholding / control acquired and / or number of shares acquired;	There will be no change in shareholding of the Company in RST International Trading FZE (U.A.E),. It will continue to remain a wholly owned subsidiary of the Company.	
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);	Line of Business: The Company is engaged in the trading of basic steel and non-ferrous metal products, building and construction materials, reinforcement steel bars, pipes and fittings, industrial equipment and spare parts, refrigeration and cold-storage equipment, water heating and cooling equipment, and construction machinery	
		Date of incorporation: 18/02/2015 Turnover of last 3 years:	
		FY 2022-23: AED 55503432	
		FY 2023-24: AED 2426267	
		FY 2024-25: AED 6823661	
		Country in which the acquired entity has presence: (U.A.E) Dubai	



Annexure B

The details as required under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024, are enclosed herewith as under:

Sr. No.	Particulars	Details
a.	Name(s) of parties with whom the agreement is entered	M/s RST International Trading FZE (U.A.E) (Wholly Owned Subsidiary)
b.	Purpose of entering into the agreement	The working capital loan infusion is intended to strengthen the company's liquidity position and ensure the smooth functioning of day-to-day business operations.
C.	Size of agreement	AED 10 million
d.	Shareholding, if any, in the entity with whom the agreement is executed	The Company holds 100% stake in the M/s RST International Trading FZE (U.A.E)
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.	Interest @8 % p.a. The facility provided shall be repaid back within 2 years from the date the facility is provided.
f.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Yes, M/s RST International Trading FZE (U.A.E) is a wholly-owned subsidiary of the Company.
g.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	RST International Trading FZE (U.A.E), being a wholly owned subsidiary is a related party of the Company. The transaction falls within the ambit of related party transaction and is at arm's-length basis."
h.	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not applicable
i.	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding,	Lender : Rama Steel Tubes Limited

	date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed	Borrower : M/s RST International Trading FZE (U.A.E)
	from a party become material on a cumulative basis	Nature of loan : Working Capital
		Amount of loan : AED 10 million
		Date of execution of Loan Agreement: November 25, 2025
		Security provided ,if any : Nature of loan is unsecured. Hence, not applicable
		Total Amount outstanding as on date of disclosure : AED 1.26 million
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.	Not applicable
k.	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier	Not applicable

