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RETRO GREEN REVOLUTION LIMITED
Regd Office: 407, Orbit, Rajpath Rangoli Road, Besides Pandit Dindayal Auditorium, Bodakdev, Ahmedabad-380059,
Website www.retrogreen.in/Contact No 6289243235/9265458726
CIN no L01130GJ1990PLC014435

Date: 13th August , 2026
To
The Manager
Listing Department
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai – 400001

Subject: Disclosure under Regulation 30 of SEBI (LODR) Regulations, 2015 – Execution of Memorandum of Understanding (MOU)

Dear Sir/Madam,

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to inform you that **Retro Green Revolution Limited** ("the Company") has entered into a **Memorandum of Understanding (MOU)** with GYSCOAL ENTERPRISE PRIVATE LIMITED dated 12th August, 2026.

The MOU records the mutual understanding between the parties for a proposed strategic investment by the Company in GYSCOAL ENTERPRISE PRIVATE LIMITED . As per the terms of the MOU:

- RETRO may acquire equity stake of GYSCOAL up to 60% on a fully diluted basis.
- The investment is intended to support business expansion, strategic growth, and long-term value creation.
- The transaction is subject to due diligence, regulatory approvals, and execution of definitive agreements.

The MOU is non-binding in nature (except for certain standard clauses such as confidentiality) and shall form the basis for executing definitive agreements, including Share Subscription Agreement and Shareholders Agreement.

This disclosure is being made in compliance with applicable provisions of SEBI LODR Regulations.
A copy of the MOU is enclosed herewith for your reference.
Kindly take the above information on record.
Thanking you,

Yours faithfully,
For Retro Green Revolution Limited

Deepak

Deepak Donde
Director
DIN: 10693814

MEMORANDUM OF UNDERSTANDING (MOU)

FOR STRATEGIC ASSOCIATION

This Memorandum of Understanding ("MOU") is executed on this 12th day of August, 2026 at Ahmedabad.

BETWEEN

RETRO GREEN REVOLUTION LIMITED (CIN: L01130GJ1990PLC014435), a company incorporated under the provisions of the Companies Act, 2013 and having its Registered Office at A/1007, Sankalp Iconic, Opp. Vikram Nagar, Iscon Temple Cross Road, S. G. Highway, Ahmedabad, Gujarat, 380054, (hereinafter referred to as "**RETRO**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

GYSCOAL ENTERPRISE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 bearing CIN: U40100GJ1999PTC036337 and having its Registered Office at 2nd Floor, Mrudul Tower, Behind Times of India, Ashram Road, Ahmedabad – 380009, Gujarat (hereinafter referred to as "**GYSCOAL**" or "**Target Company**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

RETRO and GYSCOAL are hereinafter individually referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Target Company is engaged in the business of trading, manufacturing, and supply of stainless steel products, structural steel, alloys, and allied infrastructure materials. (the "Business")

WHEREAS, the Investor desires to make a strategic investment in the Target Company to foster business synergies, expansion, and mutual growth;

WHEREAS, the Parties wish to record their preliminary understanding regarding the proposed investment and strategic partnership, subject to due diligence, definitive documentation, and necessary corporate and regulatory approvals.

NOW, THEREFORE, THIS MOU WITNESSETH AS UNDER:

1. PURPOSE

The Parties desire to establish a strategic business relationship for expansion of GYSCOAL's existing and future businesses through financial

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investment, strategic management participation, business development and long-term collaboration.

The Parties acknowledge that this MOU records their mutual understanding and intent to negotiate and execute definitive agreements at a later stage.

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2. OBJECTIVES

The principal objectives of this strategic association shall include:

a. Expansion of GYSCOAL's trading, manufacturing, infrastructure and allied businesses.

b. Strengthening financial resources for business growth.

c. Development of new projects and acquisitions.

d. Enhancement of corporate governance and management expertise.

e. Long-term value creation for shareholders of both companies.

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3. PROPOSED INVESTMENT

3.1 RETRO proposes to invest an amount of **up to INR 45,00,00,000 (Rupees Forty-Five Crores Only)** in GYSCOAL in one or more stages.

3.2 The investment shall be subject to:

- completion of financial, legal and commercial due diligence;
- internal approvals of both Parties;
- approvals of shareholders wherever applicable;
- approvals of stock exchanges, regulatory authorities and statutory authorities, if required;
- compliance with the Companies Act, 2013, SEBI Regulations, FEMA (where applicable) and all other applicable laws.

3.3 RETRO may raise funds for such investment through one or more of the following methods:

- Preferential Issue;
- Rights Issue;
- Qualified Institutional Placement (QIP);
- Private Placement;
- Public Issue;

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(CIN : U40100GJ1999PTC036337)
2nd Floor, Mrudul Tower, B/h. Times of India. Ashram Road, Ahmedabad-380 009. GUJ. INDIA.
Tel.: +91-79-66614508 Fax : +91-79-26579387 Email : info@gyscoal.com Web : www.gyscoal.com

- Debt Instruments;
- Internal Accruals;
- Strategic Investors;
- or any other legally permissible mode.

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4. MODE OF INVESTMENT

Initially, the investment may be made by RETRO in the form of:

- Inter-Corporate Loan (ICD);
- Secured or unsecured financial assistance;
- Convertible Loan;
- Optionally Convertible Debentures;
- Compulsorily Convertible Instruments; or
- any other mutually agreed financial instrument.

The Parties agree that such investment may subsequently be converted into equity shares of GYSCOAL, subject to applicable laws and approvals.

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5. ACQUISITION OF EQUITY

Subject to valuation and regulatory approvals:

a. RETRO may acquire equity stake of GYSCOAL up to **60%** on a fully diluted basis.

b. The exact percentage shall depend upon:

- independent valuation;
- business performance;
- future investment;
- agreed share pricing;
- regulatory approvals.

Upon acquisition of such controlling stake, GYSCOAL may become a subsidiary of RETRO in accordance with the Companies Act, 2013.

The investment proceeds shall be utilized by Gyscoal strictly for working capital requirements, capital expenditure for expansion of manufacturing capabilities, technology upgrading, debt repayment, and strategic business development as mutually agreed upon in the definitive agreement.

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Gyscoal Enterprise Pvt. Ltd.
(CIN : U40100GJ1999PTC036337)
2nd Floor, Mrudul Tower, B/h. Times of India. Ashram Road, Ahmedabad-380 009. GUJ. INDIA.
Tel.: +91-79-66614508 Fax : +91-79-26579387 Email : info@gyscoal.com Web : www.gyscoal.com

6. BUSINESS VALUATION

The valuation of GYSCOAL shall be determined by an Independent Registered Valuer or any SEBI Registered Merchant Banker or other qualified valuation professional mutually acceptable to both Parties.

Such valuation shall consider:

- Assets
- Liabilities
- Existing business
- Profitability
- Future cash flows
- Brand value
- Business prospects
- Goodwill
- Strategic value

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7. BOARD REPRESENTATION

Upon execution of definitive agreements and subject to applicable law:

a. GYSCOAL shall have the right to nominate **two (2) Directors** on the Board of RETRO.

b. RETRO shall have the right to nominate **two (2) Directors** on the Board of GYSCOAL.

Such appointments shall be subject to statutory approvals, shareholder approvals and eligibility under the Companies Act, 2013.

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8. BUSINESS COOPERATION

The Parties shall cooperate in:

- Business expansion
- Joint marketing
- Project financing
- Procurement
- Vendor development

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- Technology adoption
- Operational efficiency
- Supply chain optimisation
- National and international business opportunities
- Strategic investments
- Mergers, acquisitions and joint ventures

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9. DUE DILIGENCE

Each Party shall have the right to conduct financial, legal, technical, tax, commercial and operational due diligence before execution of definitive agreements.

The Parties agree to extend full cooperation for such due diligence.

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10. CONFIDENTIALITY

Both Parties shall maintain strict confidentiality regarding:

- business information;
- financial information;
- customer information;
- technology;
- business plans;
- commercial negotiations;
- pricing;
- valuation reports;
- proprietary information.

Neither Party shall disclose confidential information except:

- with prior written consent;
- where required under law;
- pursuant to directions of any competent authority.

This clause shall survive termination of this MOU.

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11. NON-BINDING NATURE

Except for the provisions relating to:

- Confidentiality;
- Governing Law;
- Jurisdiction;
- Exclusivity (if agreed);
- Costs;
- Dispute Resolution;

this MOU merely records the present understanding of the Parties.

This MOU **does not create any legally enforceable obligation** upon either Party to complete the proposed investment or acquisition.

The Parties agree that a detailed **Share Subscription Agreement, Shareholders' Agreement, Investment Agreement, Loan Agreement or any other Definitive Agreement** shall be executed if the Parties mutually decide to proceed.

Only such Definitive Agreement(s) shall constitute the legally binding contractual arrangement governing the rights and obligations of the Parties.

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12. EXCLUSIVITY

During the validity of this MOU, the Parties shall endeavour to negotiate the proposed transaction exclusively with each other regarding the matters contemplated herein unless otherwise mutually agreed in writing.

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13. COSTS AND EXPENSES

Each Party shall bear its own legal, advisory, valuation and due diligence expenses unless otherwise agreed.

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14. STATUTORY AND REGULATORY COMPLIANCE

All transactions contemplated under this MOU shall remain subject to compliance with:

- Companies Act, 2013;
- SEBI Regulations;
- FEMA;

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- Income-tax Act;
- Competition Act;
- RBI Guidelines;
- Stock Exchange Regulations (where applicable);
- and all other applicable laws.

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15. TERM

This MOU shall remain valid for **60 (Sixty) days** from the date of execution.

The Parties may mutually extend the validity by written consent.

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16. TERMINATION

Either Party may terminate this MOU by giving 15 days' written notice.

Termination shall not affect:

- confidentiality obligations;
- obligations already performed;
- rights accrued prior to termination.
- On the termination all the expenses incurred by Gyscoal will be reimbursed by the Retro.

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17. GOVERNING LAW

This MOU shall be governed by the laws of India.

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18. DISPUTE RESOLUTION

The Parties shall first attempt to resolve disputes through mutual discussions.

Failing settlement within 30 days, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.

The arbitration shall be conducted by a Sole Arbitrator mutually appointed by the Parties.

The seat and venue of arbitration shall be **Ahmedabad, Gujarat**.

The proceedings shall be conducted in the English language.

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19. JURISDICTION

Subject to arbitration, the Courts at Ahmedabad, Gujarat shall have exclusive jurisdiction.

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20. ENTIRE UNDERSTANDING

This MOU constitutes the entire understanding between the Parties concerning the subject matter and supersedes all prior discussions, negotiations and communications relating thereto.

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21. EXECUTION

This MOU is executed in two originals, each Party retaining one original.

FOR RETRO GREEN REVOLUTION LIMITED

Authorized Signatory

Name:

Designation:

Date:

FOR GYSCOAL ENTERPRISE PRIVATE LIMITED

Authorized Signatory MUSTAKIM

Name: Mustkinbhai Belim

Designation: Director

Date: 12-08-2026

GYSCOAL ENTERPRISE PRIVATE LIMITED AHMEDABAD

WITNESSES

Witness No. 1

Name:

Address:

Signature:

Deepak Prabhakar Donde