

JAIN RESOURCE RECYCLING LIMITED

(Formerly Known as Jain Resource Recycling Private Limited)



Date: October 22, 2025

To,

National Stock Exchange of India Limited
Exchange Plaza, C-1, Block G
Bandra Kurla Complex
Bandra (E), Mumbai - 400 051

BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street, Mumbai - 400 001

SYMBOL: JAINREC

SCRIP CODE: 544537

Dear Sir/Madam,

Sub: Intimation under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Regulations") – Announcement of Joint Venture Agreement with C&Y Group Investments, Inc.

We are pleased to announce that on October 22, 2025, the Company has entered into a Joint Venture Agreement with C&Y Group Investments, Inc. ("C&Y") to establish and operate a recycling and manufacturing facility in Ahmedabad, Gujarat, India.

The Joint Venture will focus on the recycling of various scrap materials, including cables, motors, alternators, starters, motor coils, transformers, meatballs, and other types of copper scrap. In accordance with the terms of the Joint Venture Agreement, a private limited company will be incorporated in India to serve as the joint venture company ("Joint Venture Company").

C&Y is recognized as one of the largest exporters of scrap metal from North America, with a strong international presence that includes:

- Self-owned ten scrap yards in North America
- A Recycling operation in Thailand
- A trading company in Japan

As part of the joint venture agreement, C&Y will supply the Joint Venture Company with a guaranteed annual quantity of various scrap materials at competitive prices, ensuring a stable and efficient supply chain. This strategic Joint Venture allows the Company to leverage C&Y's global sourcing expertise, with the objective of expanding our footprint in the recycling industry and enhancing the value chain within India.

We believe this collaboration will drive long-term growth and sustainability in the recycling sector, aligning with our commitment to environmental responsibility and industrial innovation.

In this regard, please find attached as **Annexure**, the details in accordance with Regulation 30 of SEBI Regulations read with SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024.

We request you to take this on record.

Thanking you,
Yours sincerely,

For JAIN RESOURCE RECYCLING LIMITED

BIBHU KALYAN RAUTA
COMPANY SECRETARY AND COMPLIANCE OFFICER
M.NO: A31315

Annexure

Details of Joint Venture Agreement

Particulars	Details
Name(s) of parties with whom the agreement is entered	C&Y Group Investments, Inc.
Purpose of entering into the agreement	- Joint Venture Agreement with C&Y Group Investments, Inc., to establish and operate a manufacturing facility in Ahmedabad, Gujarat for recycling scraps of cables, motors, alternators, starters, motor coil, transformer, , and various types of copper scrap in India. - Pursuant to the Joint Venture Agreement, a private limited company would be incorporated in India ("Joint Venture Company"). - C&Y Group Investments, Inc., would supply guaranteed annual quantity of scrap of cables, motors, alternators, starters, motor coil, transformer and to the Joint Venture Company, at a competitive price.
Shareholding, if any, in the entity with whom the agreement is executed	The Company does not hold any shareholding in C&Y Group Investments, Inc.
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	- The Company would hold 52% in the Joint Venture Company and C&Y Group Investments, Inc., would hold 45%. The balance 3% would be allotted to employees of the Joint Venture Company as sweat equity shares. - The proposed Joint Venture Company would become a subsidiary of the Company. - The Joint Venture Company would have 5 directors, of which 3 directors shall be appointed / nominated by the Company and the balance 2 directors would be nominated by C&Y Group Investments, Inc. The Managing Director of the Joint Venture Company would be nominated by the Company. - Each shareholder would have the right to maintain its proportionate shareholding in the Joint Venture Company in case of any issuance of shares by the Joint Venture Company - The shareholding of all shareholders in the Joint Venture Company would be subject to lock-in of 3 years commencing from the financial year immediately succeeding the financial year in which

JAIN RESOURCE RECYCLING LIMITED

(Formerly Known as Jain Resource Recycling Private Limited)



Particulars	Details
	the Joint Venture Company begins commercial production.
	vi. Any shareholder which intends to sell its shares in the Joint Venture Company to any third party after the lock-in period shall provide the other shareholders with a right of first refusal to acquire the said shares on the same terms and price at which the same has been offered to the third party.
Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	No. C&Y Group Investments, Inc., is not related to promoter / promoter group / group companies of the Company.
Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	The execution of the Joint Venture Agreement and the proposed investment in the Joint Venture Company would not fall within related party transaction.
In case of issuance of shares to the parties, details of issue price, class of shares issued	i. The initial paid-up share capital of the Joint Venture Company shall be INR 100,000,000 (Rupees One Hundred Million), which shall be contributed in the proportion as stated above through subscription to the equity shares of the Joint Venture Company. ii. The paid-up capital of the Joint Venture Company may be subsequently increased up to INR 600,000,000 (Rupees Six Hundred Million) based on the funding requirements, which shall also be contributed in the proportion as stated above, through subscription to the equity shares of the Joint Venture Company.
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	There shall be no nominee on the Board of the Company and there is no conflict of interest arising from the Joint Venture Agreement
In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the agreement; b) nature of the agreement; c) date of execution of the agreement; d) details of amendment and impact thereof or reasons of termination and impact thereof.	Not Applicable

Registered Office: THE LATTICE, Old No. 7/1, New No. 20, 4th Floor, Waddles Road, Kilpauk, Chennai 600 010, T.N, India

Unit I : D-12, SIPCOT Indl. Complex, Gummidipoondi, Thiruvallur, 601 201, T.N, India

Unit II : Plot No. R1 - R3, Pappankuppam Village, SIPCOT Indl. Complex, Gummidipoondi, Thiruvallur, 601 201, T.N, India

T: +91 44 4340 9494 E: info@jainmetalgroup.com W: www.jainmetalgroup.com CIN No. U27320TN2022PLC150206