JAIN RESOURCE RECYCLING LIMITED

(Formerly Known as Jain Resource Recycling Private Limited)

JAIN METAL GROUP

Date: **August 26, 2026**
JRRL/2026-27/0061

To,

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

SYMBOL: JAINREC

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

SCRIP CODE: 544537

Dear Sir/Madam,

Subject: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 – Execution of Loan Conversion Agreement with Jain Ikon Global Ventures FZC, a subsidiary of the Company

Pursuant to Regulation 30 read with sub-para 5 of Para B of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (the "SEBI LODR Regulations"), and the SEBI Master Circular No. SEBI/HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026, we wish to inform you that the Company has, on Tuesday, August 25, 2026, executed a Loan Conversion Agreement with Jain Ikon Global Ventures FZC, Sharjah, United Arab Emirates ("Jain Ikon"), a subsidiary of the Company.

The Loan Conversion Agreement records the terms and conditions for the conversion of an outstanding loan of AED 1,70,64,000 (Arab Emirates Dirhams One Crore Seventy Lakhs Sixty Four Thousand only) as on August 24, 2026, equivalent to approximately INR 44.50 Crores, advanced by the Company to Jain Ikon, into 11,376 equity shares of Jain Ikon of face value of AED 1,500 each.

The details required under Regulation 30 of the SEBI LODR Regulations read with SEBI Master Circular No. SEBI/HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 are enclosed as **Annexure A**.

The above information is also being hosted on the website of the Company at www.jainmetalgroup.com in terms of SEBI LODR Regulations.

We request you to kindly take the above information on record.

Yours Faithfully,

For **JAIN RESOURCE RECYCLING LIMITED**
(formerly known as Jain Resource Recycling Private Limited)

Aravindkumar V

Digitally signed by Aravindkumar V
Date: 2026.08.26 11:40:11 +05'30'

ARAVINDKUMAR V
COMPANY SECRETARY & COMPLIANCE OFFICER

ANNEXURE – A

S. No.	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered	Jain Ikon Global Ventures FZC, a subsidiary of the Company.
2.	Purpose of entering into the agreement	To record the terms and conditions for the conversion of the outstanding loan advanced by the Company to Jain Ikon into equity shares of Jain Ikon. The conversion is intended to consolidate the Company's existing exposure in Jain Ikon, an entity which has ceased operations and has a negative net worth, and to align the Company's shareholding in Jain Ikon with the quantum of funding extended by the Company. The conversion is intended to consolidate the Company's investment in Jain Ikon and facilitate the subsequent divestment of the Company's entire investment in Jain Ikon.
3.	Size of agreement	AED 1,70,64,000 (Arab Emirates Dirhams One Crore Seventy Lakhs Sixty Four Thousand only), equivalent to approximately INR 44.50 Crores, being entire outstanding loan which would be converted into 11,376 equity shares of Jain Ikon of AED 1,500 each.
4.	Shareholding, if any, in the entity with whom the agreement is executed	Jain Ikon is a subsidiary of the Company. The Company presently holds 70 equity shares of face value of AED 1,500 each, representing 70.00% of the equity share capital of Jain Ikon. Upon completion of the conversion contemplated under the agreement, the Company's shareholding will increase to 11,376 equity shares, representing 99.74% of the equity share capital of Jain Ikon. Jain Ikon is, and will continue to remain, a subsidiary of the Company.
5.	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.	• Conversion of the outstanding loan of AED 1,70,64,000 advanced by the Company to Jain Ikon into 11,376 equity shares of Jain Ikon of face value AED 1,500 each, credited as fully paid up. • The conversion is to be effected at AED 1,500 per equity share, being the face value of the existing equity shares of Jain Ikon. No consideration is payable in cash. • Upon allotment of the said equity shares, the loan shall stand extinguished in full, and the Company shall have no further claim against Jain Ikon in respect of the amount converted. • The agreement does not confer upon any party any special right such as the right to appoint directors on the Board of Directors of the Company, any first right to subscribe to the shares of the Company, any right to restrict any change in the capital structure of the Company, or any similar right. The agreement does not impact the management or control of the Company. • The conversion is intended to consolidate the Company's investment in Jain Ikon and facilitate the subsequent divestment of the Company's entire investment in Jain Ikon. Upon completion of the conversion, the Company's shareholding in Jain Ikon will increase from 70% to 99.74%.
6.	Whether the said parties are related to the promoter / promoter group / group companies in any manner. If yes, nature of relationship	Jain Ikon Global Ventures FZC is a subsidiary of the Company.
7.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	Yes. Jain Ikon is a subsidiary of the Company and is therefore a related party. The transaction constitutes a related party transaction under Regulation 23 of the SEBI LODR Regulations. The conversion is being done at such price as certified by a valuer and is on arm's length.
8.	In case of issuance of shares to the parties, details of issue price and class of shares issued	Issuer: Jain Ikon Global Ventures FZC. The Company is the allottee. Class of shares: Ordinary equity shares of face value of AED 1,500 each, ranking pari passu with the existing equity shares of Jain Ikon.

S. No.	Particulars	Details
		Number of shares to be issued: 11,376 equity shares. Issue price: AED 1,500 per equity share, being the face value. Aggregate issue value: AED 1,70,64,000. No shares are being issued by the Company under the agreement.
9.	In case of loan agreements, details of lender / borrower, nature of the loan, total amount of loan granted / taken, total amount outstanding, 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 from a party become material on a cumulative basis	Lender: Jain Resource Recycling Limited, the Company. Borrower: Jain Ikon Global Ventures FZC, a subsidiary of the Company. Nature of the loan: Unsecured working capital loan extended by the Company to its subsidiary. Date of execution of the original loan agreement: May 28, 2024. Total amount of loan granted/ sanctioned: USD 10,000,000. Total amount outstanding as at August 24, 2026: AED 1,70,64,000. Amount to be converted into equity shares under the agreement: AED 1,70,64,000. Security: The loan is unsecured. No security has been created or provided by Jain Ikon in favour of the Company in respect of the said loan.
10.	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.	The agreement does not provide for the appointment of any nominee on the Board of Directors of the Company. There is no potential conflict of interest arising out of the agreement.
11.	In case of termination or amendment of the agreement, 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 of amendment and impact thereof, or reasons of termination and impact thereof	Not applicable. This disclosure pertains to the execution of a fresh agreement and does not relate to any amendment to, or termination of, an existing agreement.

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