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INDIA NON JUDICIAL
Government of Uttar Pradesh

सत्यमेव जयते

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Certificate No.	:	IN-UP97928516157610Y
Certificate Issued Date	:	22-Sep-2026 05:12 PM
Account Reference	:	NEWIMPACC (SV)/ up14071504/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	:	SUBIN-UPUP14071504872117381228 56Y
Purchased by	:	JAYTEE ALLOYS AND COMPONENTS LTD
Description of Document	:	Article 5 Agreement or Memorandum of an agreement - Registerable
Property Description	:	PLOT NO- A-33/11 VISHKARMA COMPOUND SITE 4 SAHIBABAD GHAZIABAD 201010
Consideration Price (Rs.)	:	
First Party	:	JAYTEE ALLOYS AND COMPONENTS LTD
Second Party	:	GETFIVE ADVISORS PRIVATE LIMITED
Stamp Duty Paid By	:	JAYTEE ALLOYS AND COMPONENTS LTD
Stamp Duty Amount(Rs.)	:	1,100 (One Thousand One Hundred only)

सत्यमेव जयते

Name : NASIR SIDDIQI
Licence Number : 266
Signature :

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Please write or type below this line

THIS STAMP PAPER SHALL FORM PART AND PARCEL OF THIS MEMORANDUM OF UNDERSTANDING FOR INITIAL PUBLIC ISSUE OF JAYTEE ALLOYS & COMPONENTS LIMITED BETWEEN JAYTEE ALLOYS & COMPONENTS LIMITED (ISSUER COMPANY) AND GETFIVE ADVISORS PRIVATE LIMITED (BOOK RUNNING LEAD MANAGER)

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MEMORANDUM OF UNDERSTANDING

FOR INITIAL PUBLIC ISSUE

OF

JAYTEE ALLOYS & COMPONENTS LIMITED

DATED 23.09.2026

AMONGST

JAYTEE ALLOYS & COMPONENTS LIMITED

(Issuer Company)

AND

GETFIVE ADVISORS PRIVATE LIMITED

(Book Running Lead Manager)

MEMORANDUM OF UNDERSTANDING BETWEEN GETFIVE ADVISORS PRIVATE LIMITED, MERCHANT BANKER TO THE ISSUE AND JAYTEE ALLOYS & COMPONENTS LIMITED, THE ISSUER COMPANY

This Memorandum of Understanding made at Ghaziabad on 23rd September, 2026 by and between;

1. **Jaytee Alloys & Components Limited,** a company incorporated under the Companies Act, 2013 and having its registered office at A33/11, Site-4, Sahibabad, Ghaziabad, Uttar Pradesh, India – 201010 (Jaytee Alloys & Components Limited is hereinafter referred to as **"Jaytee"** or **"The Issuer Company"**), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

AND

2. **Getfive Advisors Private Limited,** having its registered office at 502 Abhishree Avenue, Nehrunagar, Manekbag, Ahmedabad, Gujarat, India, 380015, India (hereinafter referred to as "**The Merchant Banker**" **or "Getfive" or "Book Running Lead Manager"**) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

WHEREAS:

1. The Issuer is in process for the issue up to 70,00,000 Equity Shares having face value of Rs.5/- (Rupees Five Each) at an Issue Price of Rs. [●]/- each (Including a premium of Rs. [●]/- Per Share) to the public (the said issue of specified securities hereinafter referred to as "the issue"); The Issue comprises up to 70,00,000 Equity Shares of Rs. 5/- each at a price of Rs. [●]/- per Equity Shares (including premium of Rs. [●]/- per Equity Share) aggregating to Rs. [●]/- lakhs ("Issue"). Of this, [●] Equity Shares of Rs. 5/- each at a price of Rs. [●]/- per Equity Shares (including premium of Rs. [●]/- per Equity Share) aggregating to Rs. [●] lakhs will be reserved for subscription by Market Maker ("Market Maker Reservation Portion"). The remaining [●] Equity Shares of Rs. 5/- each at a price of Rs. [●]/- per Equity Shares (including premium of Rs. [●]/- per Equity Share) aggregating to Rs. [●]/- lakhs will constitute the "Net Issue". The Issue and the Net Issue will constitute [●] and [●] respectively of the post issue paid up equity share capital of the Issuer Company.
2. The Issue shall be conducted through Book Building Process pursuant to Regulation 250 and 253 of the SEBI (ICDR) Regulations, 2018, pursuant to which the Equity Shares are to be offered at the Issue Price Band of Rs. [●]/- to [●]/- per Equity Share (including premium of Rs. [●]/- to [●]/- per Equity Share).

3. The Issuer has approached the Merchant Banker to manage the issue and the Merchant Banker have accepted the engagement *inter-alia*, subject to the Issuer entering into an agreement for the purpose being these presents;

4. The agreed fees and expenses payable to the Book Running Lead Manager for managing the Issue are set forth in the Mandate/Engagement Letter.

5. Pursuant to Regulation 244 (5) of the SEBI (ICDR) Regulations, 2018 the Book Running Lead Manager is required to enter into this Memorandum of Understanding with the Company.

NOW, THEREFORE, the Issuer and the Merchant Banker do hereby agree as follows:

Getfive Advisors Private Limited will be acting as the Book Running Lead Manager to the issue.

1. The Issuer hereby represents that: -

   (a) It has complied with or agrees to comply with all the statutory formalities under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, the Companies Act, 1956 and/or the Companies act 2013, as applicable and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as "the Board") and other relevant statutes relating to an issue.

   (b) All statements made in the draft offer document or the offer document shall be complete in all respects and shall be true and correct.

2. The Issuer in respect of the following matters hereby covenants that: -

   a) All necessary information shall be made available to the Book Running Lead Manager and that under no circumstances; it shall neither give nor withhold any information which is likely to mislead the investors.
   b) To furnish all documents to enable the Book Running Lead Manager(s) to corroborate the information given in the draft offer document/offer document have been provided/will be provided.
   c) To extend necessary facilities to Merchant Banker to interact on any matter relevant to the issue with the solicitors or legal advisors, auditors, consultants, advisors to the issue, public financial institutions, scheduled commercial banks or any other organization and any other intermediary associated with the issue.
   d) To provide details and particulars of statutory/ compliances which have to be fulfilled before the issue.

3. The Issuer shall ensure that all advertisements released in connection with the issue conform to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the Merchant Banker from time to time and that it shall not make any misleading or incorrect statement in any public communication or publicity material including corporate product and issue advertisements of the Issuer. The interviews by its promoters, directors, duly authorized employees or representatives of the Issuer, documentaries about the Issuer or its promoters, periodical reports and press releases issued by the Issuer or research report made by the Issuer, any intermediary concerned with the issue or their associates or at any press, brokers' or investors' conferences shall also conform to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

4. The Issuer shall not, without the prior consent of the Merchant Banker, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the issue such as advertising agencies, printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates or any other instruments, circulars, or advices.

5. The Issuer shall, whenever required and wherever applicable, in consultation with the Merchant Banker, enter into an agreement with the intermediaries associated with the issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the Merchant Banker.

6. The Issuer shall take such steps as are necessary to ensure completion of allotment and dispatch of letters of allotment/credit to demat accounts/refund/unblocking of funds to the applicants including non–resident Indians soon after the basis of allotment is approved by Designated Stock Exchange/s but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act as disclosed in the offer document.

7. The Issuer shall take steps to pay fees, Underwriting Commission and Brokerage to the underwriters, stock brokers, SCSBs, registered intermediaries, Book Running Lead Manager(s) etc., within the time specified in any agreement with such intermediaries or within a reasonable time.

8. The Issuer undertakes to furnish such information and details regarding the issue as may be required by the Merchant Banker to enable them to file a report with the Board or place it on their websites.

9. The Issuer shall keep the Merchant Banker informed if it encounters any problems due to dislocation of communication system or any other material adverse circumstance which is likely

to prevent or which has prevented the Issuer from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of certificate, demat credit, making refunds/unblocking of funds share/debenture certificates etc.

10. The Issuer shall not resort to any Legal Proceedings in respect of any matter having a bearing on the issue except in consultation with and after receipt of advice from the Merchant Banker.
11. The Issuer shall refund/unblock the moneys raised in the issue of the applicants, if required to do so for any reason such as failing to get listing permission or under any direction or order of the Board. The Issuer shall pay requisite interest amount if so required under the laws or direction or order of the Board.
12. Rights/ Obligations and certain terms of Merchant Banker and the Issuer Company:

Merchant Banker's Responsibilities:

The Merchant Banker will provide the services described (or such variations as may subsequently be agreed in writing between both the parties) with reasonable skill and care, in accordance with the professional standard expected, and in a timely manner. The nature and content of any advice that is provided will necessarily reflect the specific scope and limitations of the engagement, the amount and accuracy of information provided by the Issuer Company, and the timescale within which the advice is required. The Merchant Banker shall be entitled to rely on such information when performing obligations under the engagement. If general information or advice is provided, the applicability thereof will depend on the particular circumstances in which it is to be used (of which the either party might not be aware) and should be viewed accordingly. In relation to any particular transaction, specific advice should always be sought and all material information related thereto should be provided.

The Issuer Company's Responsibilities:

In relation to all work for The Issuer Company, it is the responsibility of the Issuer Company's staff to provide with complete, accurate, timely and relevant information and to carry out any other obligations. In addition, the Issuer Company agrees to keep informed of any material developments or proposals relating to the business or operations, which may have a bearing on the engagement.

OTHER RESPONSIBILITIES & TERMS OF AGREEMENT:

Limitation of Liability:

The engagement deliverables will reflect a reasonable interpretation of the relevant statutes in India, there cannot be any guarantee or assurance that the relevant authorities will agree with analysis and

conclusions. Therefore, the Merchant Banker shall not be liable in case any penalty is levied on The Issuer Company as a result of reliance of engagement deliverables. The Merchant Banker liability shall be limited solely to direct damages sustained as a result of the gross negligence or willful misconduct of their personnel in the performance of the services. Its total liability shall be limited to the fees actually paid for that part of the services giving rise to the liability. In no event shall The Merchant Banker be liable to the Issuer Company or any third party for further damages or expenses.

Further, the Issuer Company agrees to indemnify, defend and hold harmless Getfive Advisors Private Limited, its directors and employees from and against all actions, claims, proceedings, liabilities, losses, damages, costs and expenses, whatsoever and however caused, incurred, sustained or arising, which Getfive Advisors Private Limited, its directors and employees may suffer or incur, arising out of or in connection with the provision of the services, including any act, omission, misrepresentation, non-disclosure, breach or default by the Issuer Company, its directors, officers or employees, or any reliance by Getfive Advisors Private Limited on the information, documents, statements or representations provided by or on behalf of the Issuer Company. This provision shall survive the termination of the engagement for any reason.

Conflict of Interest:

Subject to confidentiality restrictions set forth herein, the Merchant Banker and its affiliates shall have the right to render similar services to any third parties, even if such parties are in competition with the Issuer Company.

Confidentiality:

The reports, letters, information and advice provided by the Merchant Banker to the Issuer Company during this engagement are given in confidence solely for the purpose of this engagement and are provided on the condition that the Issuer Company undertakes not to disclose these, or any other confidential information made available to the Issuer Company by the Merchant Banker during the course of work, to any third party (being a party other than those to whom the report, letter, information or advice is addressed) without prior written consent of the Book Running Lead Manager.

Termination/ Breach (its conditions and the consequences):

Services may be terminated by either party due to appropriate reasons, by notice in writing to the regular correspondence address of the other party marked to the appropriate Director or contact person. In the event of termination, fees and expenses incurred to the date of termination shall be payable by the Issuer Company to the Book Running Lead Manager.

Force Majeure:

Neither the Company nor the Merchant Banker shall be liable in any way for failure to perform nor delay in performing, their respective obligations under this engagement, if the failure or delay is due to causes outside the reasonable control of the party which has failed to perform.

Entire Agreement:

This Engagement Letter contains the entire agreement of the parties hereto, is in lieu of all other compensation arrangements, and supersedes all prior understandings between Getfive Advisors Private Limited and the Issuer Company with regard to the Services. The agreements herein may be changed only by written agreement signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

Governing Law and Jurisdiction:

These terms of business shall be governed by and construed in accordance with the laws of India and any dispute arising out of this engagement or these terms shall be subject to the exclusive jurisdiction of Ahmedabad courts.

In Witness Whereof the parties hereto have set their hands on 23rd September, 2026.

For, Getfive Advisors Private Limited

Aman Jain

Digitally signed by Aman Jain
DN: c=IN, o=Personal, postalCode=301405, st=Rajasthan, serialNumber=111ac58f215590f5890898af125ff73ac8b42044821594c84bd685ef96f9b6f3, cn=Aman Jain
Date: 2026.09.23 15:47:39 +05'30'

Aman Jain
Director
DIN: 11494773

Witness 1.
Signature:

SOMYA SINGHAL

Digitally signed by SOMYA SINGHAL
Date: 2026.09.23 17:25:24 +05'30'

Name:
Address:

For Jaytee Alloys & Components Limited

NAMAN JAIN

Digitally signed by NAMAN JAIN
Date: 2026.09.23 17:07:58 +05'30'

JAYTEE ALLOYS & COMPONENTS LTD.

Naman Jain
CEO and Whole-time Director
DIN: 02704942

Witness 2.
Signature:

Name:
Address: