JAYTEE ALLOYS & COMPONENTS LIMITED
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CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY DESIGNATED PERSONS

Document Summary

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CODE OF CONDUCT TO REGULATE, MONITOR AND REPORT TRADING BY DESIGNATED PERSONS

I. Preface:

This Code is framed under the SEBI (Prohibition of Insider Trading) Regulation, 2015.

II. Definitions:

1. "**Act**" means the Securities and Exchange Board of India Act, 1992;
2. "**Board**" means the Securities and Exchange Board of India;
3. "**Company**" means Jaytee Alloys & Components Limited".
4. "**Compliance Officer**" means any senior officer, designated so and reporting to the board of directors or head of the organization in case board is not there, who is financially literate and is capable of appreciating requirements for legal and regulatory compliance under these regulations and who shall be responsible for compliance of policies, procedures, maintenance of records, monitoring adherence to the rules for the preservation of unpublished price sensitive information, monitoring of trades and the implementation of the codes specified in these regulations under the overall supervision ofthe board of directors of "Jaytee Alloys & Components Limited". "Financially Literate" shall mean a person who has the ability to read and understand basic financial statements i.e., balance sheet, profit and lossaccount, and statement of cash flows.
5. "**Connected Person**" – any person who is or has been, during the six months prior to the concerned act, associated with a company, in any capacity, directly or indirectly, including by reason of frequent communication with its officers or by being in any contractual, fiduciary or employment relationship or by being a director, officer or an employee of the company or holds any position including a professional or business relationship, whether temporary or permanent, with the company, that allows such a person, directly or indirectly, access to unpublished price sensitive information or is reasonably expected to allow such access. The person falling within the following categories shall be deemed to be connected person unless the contrary is established:
   a. relative of connected persons; or
   b. holding company or associate company or subsidiary company; or
   c. An intermediary as specified in section 12 of the Act or an employee or director thereof; or
   d. An investment company, trustee company, asset management company or anemployee or director thereof; or
   e. An official of a stock exchange or of clearing house or corporation; or

f. A member of board of trustees of a mutual fund or a member of the board ofdirectors of the asset management company of a mutual fund or is an employee thereof; or

g. A member of the board of directors or an employee, of a public financial institution as defined in section 2 (72) of the Companies Act, 2013; or

h. An official or an employee of a self-regulatory organization recognized or authorized by the Board; or

i. A banker of the company; or

j. A concern, firm, trust, Hindu undivided family, company or association of persons wherein a director of a company or relative or banker of the company, has more than 10% of the holding or interest;

k. a firm or its partner or its employee in which a connected person specified in sub-clause (i) of clause (d) is also a partner; or

l. person sharing household or residence with a connected person specified in sub-clause (i) of clause (d)

6. "**Designated Person**" shall mean persons specified as such by the board of directors of the company in consultation with the compliance officer and shall include:

a. The Promoters of the Company;

b. All Directors (Executive, Non-Executive and Independent, whether whole-time or not) including secretaries and employees upto one level below such persons;

c. Company secretary including secretaries and employees upto one level below such person;

d. All Key Managerial Personnels including secretaries and employees upto one level below such persons;

e. All functional / departmental heads, Vice Presidents and above of the Company, by whatever name called including secretaries and employees upto one level below such persons;

f. Any support staff of the Company, such as IT staff or secretarial staff, finance staff who have access to Unpublished Price Sensitive Information; and

g. Such other officers / employees of the Company as may be decided by the Board of Directors in consultation with the Compliance Officer / Managing Director from time to time, based on their function and role in the organization.

7. "**Material Subsidiary**" shall mean a subsidiary, whose income or net worth exceeds 10% of the consolidated Income or Net Worth in the immediately preceding Accounting Year.

8. "**Generally Available Information**" means information that is accessible to the public on a non-discriminatory basis.

9. "**Legitimate Purposes**" shall include sharing of unpublished price sensitive information in the ordinary course of business by an insider with partners, collaborators, lenders, customers, suppliers, merchant bankers, legal advisors, auditors, insolvency professionals provided that such sharing has not been carried out to evade or circumvent the prohibitions of these regulations.

10. "**Immediate Relative**" means a spouse of a person, and includes parent, sibling and child of such person or of the spouse, any of whom is either dependent financially on suchperson, or consults such person in taking decisions relating to trading in securities.

11. "**Insider**" means any person who is:

    a. A connected person; or

    b. In possession of or having access to unpublished price sensitive information

12. "**Promoter**" shall have same the meaning assigned to it under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 or any modification thereof.

13. "**Securities**" shall have the meaning assigned to it under the Securities Contracts (Regulation) Act, 1956 or any modification thereof except units of mutual funds;

14. "**Trading**" means and includes subscribing, buying, selling, dealing or agreeing to subscribe, buy, sell, deal in any securities, and "trade" shall be construed accordingly;

15. "**Trading Day**" means a day on which the recognized stock exchanges are open for trading.

16. "**Trading Window**" means a permissible trading period for trading in the Securities of Jaytee Alloys & Components Limited, as specified by the company from time to time.

17. "**Unpublished Price Sensitive Information**" means any information, relating to a company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily including but not restricted to, information relating to the following: –

    a. Financial Results;

    b. Dividends;

    c. Change in capital structure;

    d. mergers, de-mergers, acquisitions, delistings, disposals and expansion of business award or termination of order/contracts not in the normal course of business and such other transactions;

    e. changes in key managerial personnel other than due to superannuation or end of term, and resignation of a Statutory Auditor or Secretarial Auditor;

    f. change in rating(s), other than ESG rating(s);

g. fund raising proposed to be undertaken;

h. agreements, by whatever name called, which may impact the management or control of the company;

i. fraud or defaults by the company, its promoter, director, key managerial personnel, or subsidiary or arrest of key managerial personnel, promoter or director of the company, whether occurred within India or abroad;

j. resolution plan/ restructuring or one-time settlement in relation to loans/borrowings from banks/financial institutions;

k. admission of winding-up petition filed by any party /creditors and admission of application by the Tribunal filed by the corporate applicant or financial creditors for initiation of corporate insolvency resolution process against the company as a corporate debtor, approval of resolution plan or rejection thereof under the Insolvency and Bankruptcy Code, 2016;

l. initiation of forensic audit, by whatever name called, by the company or any other entity for detecting mis-statement in financials, misappropriation/ siphoning or diversion of funds and receipt of final forensic audit report;

m. action(s) initiated or orders passed within India or abroad, by any regulatory, statutory, enforcement authority or judicial body against the company or its directors, key managerial personnel, promoter or subsidiary, in relation to the company;

n. outcome of any litigation(s) or dispute(s) which may have an impact on the company;

o. giving of guarantees or indemnity or becoming a surety, by whatever named called, for any third party, by the company not in the normal course of business;

p. granting, withdrawal, surrender, cancellation or suspension of key licenses or regulatory approvals.

Explanation 1- For the purpose of sub-clause (i):

a. 'Fraud' shall have the same meaning as referred to in Regulation 2(1)(c) of Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003.
b. 'Default' shall have the same meaning as referred to in Clause 6 of paragraph A of Part A of Schedule III of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Explanation 2- For identification of events enumerated in this clause as unpublished price sensitive information, the guidelines for materiality referred at paragraph A of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as may be specified by the Board from time to time and

materiality as referred at paragraph B of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 shall be applicable.

III. Principles of Fair Disclosure for purposes of Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information

All information shall be handled within the organisation on a need-to-know basis and no unpublished price sensitive information shall be communicated to any person except in furtherance of legitimate purposes, performance of duties or discharge of legal obligations.The Code shall comply with the norms of "Chinese wall" procedures and processes for permitting any Designated Person to "cross the wall".

IV. Regulating & Monitoring of the Trades to be executed by Designated Persons

1. Designated Persons and Immediate Relatives of the Designated Persons in the Organisation shall be governed by this Code of Conduct governing dealing in Securities.
2. Designated Persons or their immediate relatives may execute trades subject to compliance with the SEBI (Prohibition of Insider Trading) Regulations, 2015.
3. A notional Trading Window will be used as an instrument of monitoring trading by the Designated Persons and their immediate relatives.
4. The Trading Window will be closed when the Compliance Officer determines that a Designated Person or Class of Designated Persons can reasonably be expected to have possession of Unpublished Price Sensitive Information. Such Closure shall be imposed in relation to such securities to which such unpublished price sensitive information relates.
5. The Designated Persons and / or their immediate relatives will not be allowed to tradein securities when the trading window is closed. However, the trading restriction shall not apply in the following cases:

   a) The transaction is an off-market inter-se transfer between insiders who were in possession of the same unpublished price sensitive information without being in breach of Regulation 3 of SEBI (PIT) Regulations, 2015 and both parties had madea conscious and informed trade decision. Provided that such unpublished price sensitive information was not obtained under sub-regulation (3) of regulation 3 of SEBI (PIT) Regulations, 2015;

   Provided further that such off-market trades shall be reported by the insiders to the company within two working days. The company shall notify the particulars of such trades to the stock exchange on which the securities are listed within two trading days from receipt of the disclosure or from becoming aware of such information.

   b) The transaction was carried out through the block deal window mechanism between

persons who were in possession of the unpublished price sensitive information without being in breach of Regulation 3 of SEBI (PIT) Regulations,2015 and both parties had made a conscious and informed trade decision. Providedthat such unpublished price sensitive information was not obtained by either person under sub-regulation (3) of regulation 3 of SEBI (PIT) Regulations.

c) The transaction in question was carried out pursuant to a statutory or regulatory obligation to carry out a bona fide transaction.

d) The transaction in question was undertaken pursuant to the exercise of stock options in respect of which the exercise price was pre-determined in compliance with applicable regulations.

e) The trades were pursuant to a trading plan set up in accordance with Regulation 5 of SEBI (PIT) Regulations, 2015.

f) Pledge of shares for a bonafide purpose such as raising of funds, subject to pre-clearance by the compliance officer and compliance with the respective regulations made by SEBI;

g) Transactions which are undertaken in accordance with respective regulations made by SEBI such as acquisition by conversion of warrants or debentures, subscribing torights issue, further public issue, preferential allotment or tendering of shares in a buy-back offer, open offer, delisting offer or transactions which are undertaken through such other mechanism as may be specified by SEBI from time to time.

6. The Trading Restriction period shall be applicable from the end of every quarter till 48 hours after the declaration of financial results. The gap between clearance of accounts by Audit Committee and Board Meeting should be as narrow as possible and preferably onthe same day to avoid leakage of material information.

7. For any other case apart from consideration of the financial results, the Compliance Officer shall decide the period of closure of Trading Window. The timing of the re-opening of the trading window shall be determined by the Compliance Officer taking into account various factors including the unpublished price sensitive information in question becoming generally available and being capable of assimilation by the market, which in any event shall not be earlier than 48 hours after the information becomes generally available.

V. Execution of Trade by Designated Persons

1. Trading by Designated Persons during the period when the Trading Window is open shall be subject to the pre-clearance by the Compliance Officer, if the value of the proposed transaction or series of transactions over a calendar quarter aggregates to a traded value of **₹10 Lakh or above**. The Form for applying for pre-clearance of trade is enclosed at **Annexure – I**.

2. Prior to granting of pre-clearance of trade to the Designated Person, the Compliance Officer shall be entitled to seek declaration to the effect that the applicant for pre-clearance is not in

possession of any unpublished price sensitive information. The Compliance Officer shall also have regard to whether any such declaration is reasonably capable of being rendered inaccurate. Once the trade is executed, the Designated Person shall report such execution of Trade to the Compliance Officer in the format enclosed at **Annexure – II**.

3. The window for executing the trade by Designated Person pursuant to having obtained the pre-clearance shall be **7 trading days**. In case the trade is not executed within 7 trading days, the pre-clearance shall elapse and the Designated Person will have to obtain fresh pre-clearance for executing such trade. In case the Designated Person has not executed the proposed trade after obtaining of pre-clearance, he/she shall report the same to the Compliance Officer in the format enclosed at **Annexure – III**.

4. Once a trade is executed by the Designated Person, he/she shall not be allowed to execute any contra-trade for a period of not less than 6 months. In case such contra-tradeis executed inadvertently or otherwise, in violation of the restriction, the profits from such trade shall be liable to be disgorged for remittance to The Securities and Exchange Board of India for credit to the Investor Protection and Education Fund administered by SEBI. However, the restriction for contra-trade shall not be applicable for trades pursuant to the exercise of Stock Options.

5. In case the Designated Person has to enter into a contra-trade within a period of 6 months of the execution of the initial trade, an application seeking relaxation shall bemade to the Compliance Officer. The Designated Person shall certify that he/she is not in possession of any unpublished price sensitive information at the time of making the application. The Compliance Officer on receipt of requisite declaration that the Designated Person is not in possession of any unpublished price sensitive information and after assuring that the proposed trade is not in contravention to the provisions of the SEBI(Prohibition of Insider Trading) Regulations, 2015, may grant such permission.

6. In case the Designated Person becomes aware of any Unpublished Price Sensitive information post obtaining permission of the Compliance Officer to execute trade but before the execution of the trade, such trade shall not be executed, and the Designated Person shall inform the Compliance Officer of the same.

7. The Compliance Officer may from time to time seek declaration of the Securities of the Company held by the Designated Person and their immediate relatives in such form and manner as deemed fit to monitor the compliances under this Code and SEBI (PIT) Regulations, 2015.

VI. Disclosure by Designated Person

The Designated Person is required to disclose Name and PAN or any other identifier authorised by Law of the following persons to the Company on an annual basis and as andwhen the information changes:

a) Immediate relatives;

b) Persons with whom such designated person(s) shares a **material financial relationship**

c) Phone, Mobile and Cell Numbers which are used by them

d) Names of the Educational Institutions from which designated persons have graduated and names of their past employers shall also be disposed on a one-time basis.

The term "**material financial relationship**" shall mean a relationship in which one person is a recipient of any kind of payment such as by way of loan or gift from a Designated Person during the immediately preceding 12 months, equivalent to at-least 25% of annual income of such Designated Person but shall exclude relationships in which the payment is based on an arm's length transactions.

VII. Reporting on Trades by the Compliance Officer

The Compliance Officer shall submit to the Board of Directors a Report on Monitoring and Execution of the Trades by the Designated Persons pursuant to this Code and as per the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015. Further, a consolidated Report shall also be provided to the Chairman of the Audit Committee on annual basis. However, in case there being no trade executed under this Code for whichno pre-clearance was sought need not be reported.

VIII. Chinese Wall and Crossing over the Chinese Wall

To Prevent the misuse of confidential information, the company shall adopt a "ChineseWall policy" which separate those areas of the company which routinely have access to confidential information, considered "inside areas" from those areas which deal with sale/ marketing/ investment advice or other departments providing support services, considered"Public Areas".

The employees in the inside area shall not communicate any price sensitive information to anyone in public area. The employees in inside area may be physically segregated from employees in public area. Demarcation of the various departments as inside areas may be implemented by the company.

However, in exceptional circumstances employees from the public areas may be brought "over the walls" and given confidential information on the basis of "need to Know" criteria under intimation to the Compliance Officer.

The Designated Persons within the Chinese Walls have a responsibility to ensure the Chinese Wall is not breached deliberately or inadvertently. Any known or suspected breaches of the Chinese Wall must be reported to the Compliance Officer immediately.

Contact : +91 120-3761222 | Email: cs@jayteealloys.com | website addresses: www.jayteealloys.com

The Compliance Officer shall report to the Managing Director of any breach of Chinese Wall procedures by any person immediately and if the breach is serious also make a report to the Audit Committee of the Company.

IX. Penalties for Non-Compliance and Policy & Procedures for Inquiry in case ofleak of Unpublished Price Sensitive Information:

In the event of any non-compliance being observed under this Code, the same shall be disclosed to the Board of Directors and also to the Securities and Exchange Board of India duly intimating the nature of violations. Also, in case it is observed that there is a violation of this Code, the same shall be promptly intimated to the Stock Exchange where the concerned securities are traded, in such form and manner as may be specified by SEBI from time to time.

In case of any non-compliance observed / reported under this Code, the same shall attract sanctions and disciplinary actions including wage freeze, suspension, recovery, claw back or any other penalty or punishment as may be deemed fit by the Board of Directors. Any amount collected shall be remitted to SEBI for credit to the Investor Protection & Education Fund.

The penalties / punishment imposed by the Board of Directors under this Code shall be independent of the penalties / fines / punishment as may be imposed by the Securitiesand Exchange Board of India.

X. Structured Digital Database (SDD)

The Board is required to ensure that a Structured Digital Database (SDD) is maintained of every person in possession of UPSI containing the nature of UPSI, names of such persons who have shared the information along with persons with whom the information has been shared under the SEBI Regulations, along with Permanent Account Number (PAN) or any other identifier authorized by law where PAN is not available. Such database shall be maintained internally with adequate internal controls and checks such as time stamping and audit trails to ensure non-tampering of the database.

XI. Amendment

Any change in the Policy shall be approved by the Board of the Company. The Board shall have the right to withdraw and/ or amend any part of this Policy or the entire Policy, at any time, as it deems fit, or from time to time, and the decision of the Board in this respect shall be final and binding.

XII. Dissemination of the policy

The policy shall be hosted on the website of the Company.

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Footnote

1. The Board of Directors at its meeting held on 01-09-2026 has adopted this Policy first time.

ANNEXURE-I

Application for Pre-Clearance of Trade in the securities of Jaytee Alloys & Components Limited

To

The Compliance Officer

This is to state that I am intending to Trade (*) in the following Securities of Jaytee Alloys & Components Limited (**Specify separately for Equity and Debentures / Bonds**)

1. _____(Equity Shares)
2. _____(Debentures / Bonds)

This is to confirm that my security holding in Jaytee Alloys & Components Limited as on date is as under: (**Specify separately for Equity and Debentures / Bonds**)

1. _____(Equity Shares)
2. _____(Debentures / Bonds)

I hereby declare that:

a) I do not have any access or has not received "unpublished price sensitive information" upto the time of making this application/declaration;

b) I shall execute the per-cleared trades within **7 Trading Days** from the date of obtaining of the pre-clearance, failing which I shall obtain fresh pre-clearance to execute trades. I shall also report to the Compliance Officer in case I do not execute thepre-cleared trade within the stipulated period;

c) In case I become aware of any UPSI before the execution of Trade pursuant to this application for pre-clearance, such Trade will not be executed.

d) I shall not execute a Contra-Trade for a period of at least **6 (six) months** from the date of execution of the Trade;

e) I shall immediately remit the profits earned from execution of contra trade executed inadvertently or in violation of restrictions imposed;

f) I have not, at any time, contravened the code of conduct for prevention of insider trading as notified by the company from time to time; and

g) The disclosure made by me is full and true to the best of my knowledge and belief.

I hereby undertake to inform of any change in my position relating to access of unpublished price sensitive information, after signing this undertaking but before execution of the Trade and will refrain from dealing in the securities of the company tillthe time such information becomes public.

Name – Designation - Employee Code No -

Signature of the Applicant -Date -

*Trading means and includes subscribing, buying, selling, dealing or agreeing tosubscribe, buy, sell, deal in securities and includes pledge of securities.

ANNEXURE – II

FORM C

SEBI (Prohibition of Insider Trading) Regulations, 2015 [Regulation 7 (2) read with Regulation 6(2) – Continual disclosure]

Name of the Company: Jaytee Alloys & Components Limited

ISIN of the Company: INE1FHW01024

Details of change in holding of Securities of Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

Name, PAN No., CIN/DIN, & address of Promoter/ Employee/ Director with contact nos	Category of Person (Promoters/ KMP / Directors/ immediate relatives/ others Etc.)	Securities held prior to acquisition/ disposal		Securities acquired/Disposed				Securities held post acquisition/ disposal		Date of allotment advice/ acquisition of shares/ sale of shares specify		Date of intimation to comp. any	Mode of acquisition (market purchase/public rights/ preferential offer / off market / Inter-se transfer etc	Trading in derivatives (Specify type of contract, Futures or Options etc.)						Exchange on which the trade was executed
		Type of security (For e.g. – Shares, Warrants, Convertible Debentures etc.)	No.	Type of security (For e.g. – Shares, Warrants, Convertible Debentures etc.)	No.	Value	Transaction Type (Buy/ Sale/ Pledge / Revoke / Invoke)	Type of security (For e.g. – Shares, Warrants, Convertible Debentures etc.)	No. and % of shareholding	From	To			Type of Contract	Contract Specification	Buy		Sell		
																Value	Number of units (contracts * lot size)	Value	Number of units (contracts * lot size)	

Note: "Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.

Details of trading in derivatives of the company by Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

Trading in derivatives (Specify type of contract, Futures or Options etc)						Exchange on which the trade was executed
Type of contract	Contract specifications	Buy		Sell		
		Notional Value	Number of units (contracts* lot size)	Notional Value	Number of units (contracts* lot size)	

Note: In case of Options, notional value shall be calculated based on Premium plus strike price of options.

Name & Signature: Designation:

Date: Place:

ANNEXURE – III

Report on Non-Execution of Trade after obtaining Pre-Clearance of Trade

To

The Compliance Officer

Subject: Non-Execution of Trade after obtaining Pre-Clearance of Trade

This is in reference to the pre-clearance obtained dated_____for executing Trade inthe following Securities of Jaytee Alloys & Components Limited. **(Specify separately for Equity and Debentures / Bonds)**

1. _____(Equity Shares)
2. _____(Debentures / Bonds)

In this regard, this is to confirm that the undersigned has not executed the approved tradefor the following reasons:

1. _____
2. _____

This is to further confirm that in case, any future trade is proposed to be undertaken bythe undersigned in the securities of the Company crossing the threshold as prescribed in the "Code of Conduct to Regulate, Monitor and Report Trading by Designated Persons" (Code), the undersigned shall obtain fresh pre-clearance from the Compliance Officer and that the trade will be executed in compliance with the provisions of SEBI (Prohibition of Insider Trading) Regulations, 2015 (as amended from time to time) and as per the Code.

Name – Designation - Employee Code No -

Signature of the Applicant -Date –

Annexure 2

UNDERTAKING TO BE ACCOMPANIED WITH THE APPLICATION FOR PRE- CLEARANCE

To,
The Compliance Officer,
Jaytee Alloys & Components Limited.

I,_____ being a Designated Person of the company as per the Rules for Trading in the securities of Jaytee Alloys & Components Limited residing at_____, am desirous of trading in_____shares of the Company as mentioned in my application dated_____ for pre-clearance of the transaction.

I further declare that I am not in possession of any unpublished price sensitive information up to the time of signing this Undertaking.

In the event that I have access to or receive any unpublished price sensitive information after the signing of this undertaking but before executing the transaction for which approval is sought, I shall inform the Compliance Officer of the same and shall completely refrain from trading in the securities of the Company until such information becomes public.

I declare that I have not contravened the provisions of the Rules as notified by the Company from time to time.

In the event of this transaction being in violation of the Rules or the applicable laws,(a) I will, unconditionally, release, hold harmless and indemnify to the fullest extent, the Company and its directors and officers, (the 'indemnified persons') for all losses, damages, fines, expenses, suffered by the indemnified persons, (b) I will compensate the indemnified persons for all expenses incurred in any investigation, defense, crisis management or public relations activity in relation to this transaction and (c) I authorize the Company to recover from me, the profits arising from this transaction and remit the same to the SEBI for credit of the Investor Education and Protection Fund administered by theSEBI.

I undertake to submit the necessary report within two days of execution of the transaction/ a 'Nil' report if the transaction is not undertaken.

If approval is granted, I shall execute the trade within seven days of the receipt of approval failing which I shall seek pre-clearance afresh.

I declare that I have made full and true disclosure in the matter.

Signature:_____
Name:
Date:

Annexure 3

DISCLOSURE OF TRANSACTIONS

(To be submitted within 2 days of transaction/trading in securities of the Company)

To,
The Compliance Officer,
Jaytee Alloys & Components Limited.

I hereby inform that I

- Have not bought / sold/subscribed any securities of theCompany
- Have bought/sold/subscribed to_____securities as mentioned below on_____
- (date)

(strike out whichever is not applicable)

Name of holder	No. of securities traded	Bought /sold / subscribed	DP ID/Client ID/Folio No.	Price(Rs.)

I declare that the above information is correct and that no provisions of the Company's Rules and/or applicable laws/regulations have been contravened for effecting the above said transactions(s).

Signature:

_____

Name:
Date:

Annexure 4 FORM A

SEBI (Prohibition of Insider Trading) Regulations, 2015
[Regulation 7(1)(a) read with Regulation 6(2)– Initial disclosure to the Company]

Name of the Company: Jaytee Alloys & Components Limited.

ISIN of the Company: INE1FHW01024

Details of Securities held by Promoter, Key Managerial Personnel (KMP), Director and other such persons as mentioned in Regulation 6 (2)

Name, PAN, CIN / DIN & Address with contact nos.	Category of Person (Promoters/ KMP/Direct ors / immediate relative to/ others etc)	Securities held as on the date of regulation coming into force		% of Shareholding
		Type of security (Foreg.– Shares, Warrants, Convertible Debentures etc.)	No.	

Note:*"Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations,2015.*

Details of Open Interest (OI) in derivatives of the company held by Promoter, Key Managerial Personnel (KMP), Director and other such persons as mentioned in Regulation 6(2)

Open Interest of the Future contracts held as on the date of regulation coming into force			Open Interest of the Option Contracts held as on the date of regulation coming into force		
Contract Specifications	Number of units (contracts* lot size)	Notional value in Rupee terms	Contract Specifications	Number of units (contracts* lot size)	Notional value in Rupee terms

Note: *In case of Options, notional value shall be calculated based on premium plus strike price of options*

Name & Signature:
Designation:
Date:
Place:

Annexure 5 FORM B

SEBI (Prohibition of Insider Trading) Regulations, 2015 [Regulation 7 (1)(b) read with Regulation 6(2)– Disclosure on becoming a director/ KMP/ Promoter]

Name of the Company: Jaytee Alloys & Components Limited.

ISIN of the Company: INE1FHW01024

Details of Securities held on appointment of Key Managerial Personnel (KMP) or Director or upon becoming a Promoter of a listed company and other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/ DIN & Address with contact nos.	Category of Person (Promoters/ KMP/ Directors/ immediate relative to/ others etc.)	Date of Appointment of Director / KMP OR Date of Becoming g Promoter	Securities held at the time of becoming Promoter/ appointment of Director/ KMP		% of Shareholding
			Type of security (For eg. – Shares, Warrants, Convertible Debentures etc.)	No.	

Note:"Securities"shallhavethemeaningasdefinedunderregulation2(1)(i)ofSEBI (Prohibition of Insider Trading) Regulations,2015.

Details of Open Interest (OI) in derivatives of the company held on appointment of KeyManagerialPersonnel(KMP)orDirectororuponbecomingaPromoterofalisted company and other such persons as mentioned in Regulation6(2).

Open Interest of the Future contracts held at the time of becoming Promoter/ appointment of Director/ KMP	Open Interest of the Option contracts held at the time of becoming Promoter/ appointment of Director/KMP

Contract specifications	Number of units (contracts* lot size)	Notional value in Rupee terms	Contract specifications	Number of Units (contracts * lot size)	Notional value in Rupee terms

Note: *In case of Options, notional value shall be calculated based on premium plus strike price of options*

Name & Signature:

Designation:

Date:

Place:

Jaytee Alloys & Components Limited
(Formerly Jaytee Alloys & Components Pvt. Ltd.)
Regd. Office Address and Mfg. Unit I : A33, Site-4, Sahibabad, Ghaziabad, Uttar Pradesh, India, 201010
CIN : U24203UP2014PLC062023
Contact : +91 120-3761222 | Email: cs@jayteealloys.com | website addresses: www.jayteealloys.com

Annexure 6 FORMC

SEBI (Prohibition of Insider Trading) Regulations, 2015 [Regulation7(2) read with Regulation 6(2)–Continual disclosure] Name of the Company: Jaytee Alloys & Components Limited.

ISIN of the Company: INE1FHW01024

Details of change in holding of Securities of Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

Name, PAN, CIN/ DIN, & Address with contact nos.	Category of Person (Promoters/ KMP / Directors/ immediate relative to/ others etc.)	Securities held prior to acquisition/ disposal		Securities acquired/ Disposed				Securities held post acquisition/ disposal		Date of allotment advice/ acquisition of shares/ saleof Shares specify		Date of intimation to company	Mode of acquisition/ disposal (on market/ public/ rights/ preferential offer/ off market/ Inter-se transfer, ESOPs etc.)
		Type of security (For eg.– Shares, Warrants, Convertible Debentures	No. and % of shareholding	Type of security (For eg. Shares, Warrants, ConvertibleDebentUresetc.)	No.	Value	Transaction Type (Buy/ Sale/ Pledge / Revoke/ Invoke)	Type of security (For eg.Shares, Warrants,ConvertibleDebentures etc.)	No. and % of shareholding	From	To		

		etc.)										

Note:*"Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015.*

Details of trading in derivatives of the company by Promoter, Employee or Director of a listed company and other such persons as mentioned in Regulation 6(2).

Trading in derivatives (Specify type of contract, Futures or Options etc)						Exchange on which the trade was executed
Type of contract	Contract specifications	Buy		Sell		
		Notional Value	Number of units (contracts* lot size)	Notional Value	Number of units (contracts* lot size)	

Contact : +91 120-3761222 | Email: cs@jayteealloys.com | Website addresses: www.jayteealloys.com

Note: *In case of Options, notional value shall be calculated based on Premium plus strike price of options.*

Name & Signature: Designation:
Date: Place:

Contact : +91 120-3761222 | Email: cs@jayteealloys.com | website addresses: www.jayteealloys.com

Jaytee Alloys & Components Limited
(Formerly known as Jaytee Alloys & Components Pvt. Ltd.)
Regd. Office Address and Mfg. Unit I : C-33/11, Site-4, Sahibabad, Ghaziabad, Uttar Pradesh, India, 201010
CIN : U28290UP2024PLC202623
Contact : +91 120-3761222 | Email: cs@jayteealloys.com | website addresses: www.jayteealloys.com

Annexure 7

FORM D (Indicative format)

SEBI(ProhibitionofInsiderTrading)Regulations,2015Regulation7(3)–TransactionsbyOtherconnectedpersons as identified by the company

Details of trading in securities by other connected persons as identified by the company

Name, PAN, CIN/ DIN, & Address with contact nos. of other	Connection With company	Securities held prior to acquisition/ disposal	Securities acquired/ Disposed	Securities held post acquisition/ disposal	Date of allotment advice/ acquisition of shares/ sale of shares specify	Date of intimation to company	Mode of acquisition/ disposal (on market/ public/ rights/ Preferential offer/

connected persons as identified By the company		Type of security (For eg. – Shares,Warrants, Convert IbleDebentures etc.)	No. and % of shareholding	Type Of security (For eg. – Share s, Warrants, ConvertibleDebentures etc.)	No.	Value	Transaction Type (Buy/ Sale/ Pledge / Revov e / Invoke)	Type of security (For eg. – Shares, Warrants, Convertib le Debentures etc.)	No. and % of shareholdin g	From	To		market Inter transf ESOPs etc.)

Note: *"Securities" shall have the meaning as defined under regulation 2(1)(i) of SEBI (Prohibition of Insider Trading) Regulations, 2015*

Details of trading in derivatives by other connected persons as identified by the Company

Trading in derivatives (Specify type of contract, Futures or Options etc)						Exchange on which the trade was executed
Type of Contract	Contract specifications	Buy		Sell		
		Notional Value	Number of units (contracts*lot size)	Notional Value	Number of units (contracts * lot size)	

Contact : +91 120-3761222 | Email: cs@jayteealloys.com | website addresses: www.jayteealloys.com

Note: *In case of Options, notional value shall be calculated based on premium plus strike price of options.*

Name:

Signature:

Place:

Contact : +91 120-3761222 | Email: cs@jayteealloys.com | website addresses: www.jayteealloys.com

Annexure –8

POLICY AND PROCEDURE FOR INQUIRY IN CASE OF LEAK OF UNPUBLISHED PRICE SENSITIVE INFORMATION OR SUSPECTED LEAK OF UNPUBLISHED PRICE SENSITIVE INFORMATION

Preamble

This Policy is framed with an aim to implement a structured procedure for investigation in case of leak or suspected leak of UPSI.

Applicability

This policy shall apply to all Insiders and any other persons as assigned by law from time to time.

Process of inquiry in case of leak of UPSI or suspected leak of UPSI

1. Complaint (written or oral or electronic) regarding a leak or suspected leak of UPSI may be received by theCompany from the followingsources:

a. Internal:

i. Whistle blower vide the whistle blower process as illustrated in the Company's Whistle Blower Policy;

ii. AnyleakorsuspectedleakofUPSIdetectedthroughtheinternalcontrolsimplementedbytheCompany.

b. External: Registrar and Share Transfer Agent, Depository, Stock Exchange, Regional Director, Registrar of Companies, regulatory /statutory authority or any other department of Central or State Government based on the complaint received from a whistle blower (above shall be collectively referred to as "Complaint(s)"

2. The Chief Compliance Officer shall report the Complaint to the Audit Committee within a reasonable time from the date of receipt of theComplaint;

3. The Audit Committee shall review the Complaint and shall discuss with the Chief Compliance Officer and Company Secretary on potential next steps including but not limited to seek additional information to consider an investigation, disclosure requirements to the regulatory authorities, appointment of an investigation panel consisting of internal employees or external agencies. If the Complaint implicates the Chief Compliance Officer and/or Company Secretary then they shall excuse themselves from the said inquiry process;

4. If the Audit Committee mandates an investigation, then the identified panel of investigators shall conduct the investigation into the Complaint(s) and present their findings to the Chief Compliance Officer. The executive summary of the investigation shall be reported to the Audit Committee by the Chief Compliance Officer;

5. Based on the update provided by the Chief Compliance Officer, the Audit Committee shall put

forward its recommendation to the Board. The Board, on receipt of such recommendation and after due review/ deliberations, shall decide on the nextsteps;

6. The Board shall have the power to amend any of the provisions of this Policy, substitute any of the provisions with a new provision and also replace this Policy entirely with a newPolicy;

7. Any words used in this Policy but not defined herein shall have the same meaning as described to it in the Companies Act, 2013 or Rules made there under, Securities & Exchange Board of India Act or Rules and Regulations made there under, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI (Prohibition of Insider Trading) (Amendment) Regulations, 2018 or any other relevant legislation/law applicable to the Company, as amended from time to time.

JAYTEE ALLOYS & COMPONENTS LTD.