## nutricircle

## NUTRICIRCLE LIMITED

(Formerly Shreeyash Industries Limited)

Regd. Office: #5-8-272, Flat No. 201, Ayesha Residency, Opp. City Convention Centre, Public Garden Road, Nampally, Hyderabad - 500 001 (Telangana) India Ph.: 9030528805 Email: nutricirclelimited@gmail.com, Web: www.nutricircle.in

Date: 27th February, 2025

CIN No.: L18100TG1993PLC015901

NCL/BSE/2024-25

To,
Department of Corporate Services,
BSE Limited
25th Floor,
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai - 400 001.

**BSE CODE: 530219** 

<u>SUBJECT: Disclosure under Regulation 30 Securities and Exchange Board of India</u> (<u>Listing Obligations and Disclosure Requirements</u>) Regulations, 2015 –

Dear Sir/Madam,

In pursuant to Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to inform you that company entered into Memorandum of Understanding (MOU) with Government of Assam on 25<sup>th</sup> February, 2025 for the purpose establishment of project of Food processing and isolating protein from black rice in the State of Assam. The Additional details of this Agreement is provided in the **ANNEXURE-1** 

Kindly acknowledge and take on record the same.

Thanking you,

Hmfatu

For Nutricircle Limited,

Hitesh Patel Managing Director

(DIN: 02080625)



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#### **ANNEXURE-1**

Additional Details Required under SEBI Circular dated September 09, 2015, for Corporate Announcement filed under Regulation 30 of SEBI (LODR) Regulations, 2015. –

Annexure I - Point 5. Agreements (viz. loan agreement(s) (as a borrower) or any other agreement(s) which are binding and not in normal course of business, revision(s) or amendment(s) and termination(s) thereof.

5.1	Name(s) of parties with whom the	Nutricircle Limited (First party) and Government of
	agreement is entered	Assam (Second party)
5.2	Purpose of entering into the agreement	For establishment of project of Food processing -isolating
		protein from black rice in Assam
5.3	Size of agreement	Proposed Investment up to Rs 100 crores
5.4	Shareholding, if any, in the entity with whom the agreement is executed	No
5.5	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	<ul> <li>a) The Memorandum of Understanding is made to facilitate Nutricircle Limited for the Establishment of the aforesaid Project in Assam;</li> <li>b) This MOU indicates the intention of investors in brief about the proposed industry and the the possible facilitation to be extended by the State Government and shall remain valid only for maximum period of 12 months from the date of</li> </ul>
		entering into the MOU unless otherwise extended by the second party. No separate notice will be required to issue for this  c) The first party will have to submit the Common Application Form (CAF) through Assam EoDB Portal. For all necessary and statutory approvals and clearance prior to the commencement of the construction and production. The CAF submission should be within the period of validity of this MOU.
5.6	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	No
5.7	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";	No

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5.8	In case of issuance of shares to the parties,	Not Applicable
	details of issue price, class of shares issued	
5.9	in case of loan agreements, details of lender,	Not Applicable
	nature of the loan, total amount of loan	
	granted, total amount outstanding, date of	
	execution of the loan agreement/sanction	
	letter, details of the security provided to	
5.10	the lenders for such loan  Any other disclosures related to such	The Enterprise is represented by the persons listed in
3.10		
	agreements, viz., details of nominee on the	Schedule C ("Team") i.e. Mr Hitesh Patel (Managing
	board of directors of the listed entity,	Director) and Mr. Chandra Sheker Jadhav (Whole Time
	potential conflict of interest arising	Director) and the Team will be lead by Mr. Hitesh Patel.
	out of such agreements, etc	
5.11	In case of termination or amendment of	Any amendment to this Agreement shall be mutually
	agreement, listed entity shall disclose	agreed in writing and executed by the Parties.
	additional details to the stock exchange(s):	
		a) name of parties to the agreement: Government of
	a) name of parties to the agreement;	Assam and Nutricircle Limited;
	b) nature of the agreement;	b) nature of the agreement: Memorandum Of
	c) date of execution of the agreement;	Understanding;
	d) details of amendment and impact thereof	c) date of execution of the agreement: 25th February,
	or reasons of termination and impact	2025;
	thereof	d) details of amendment and impact thereof: NA
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For Nutricircle Limited,

Hitesh Patel Managing Director

(DIN: 02080625)