



MRC Agrotech Ltd

Growing Together

Date: 22nd January 2026

To

The Manager – Department of Corporate Services

BSE Limited

Phiroze Jeejeebhoy Towers

Dalal Street

Mumbai – 400001

Subject: Business Update – Execution of Exclusive Marketing, Promotion and Distribution Memorandum of Understanding with Government Fruit Preservative Factory (GFPPF), Commerce & Industries Department, Government of Sikkim.

Ref: Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sir / Madam,

Pursuant to Regulation 30 read with Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we wish to inform you that **MRC Agrotech Limited (“the Company”)** has entered into an **Exclusive Marketing, Promotion and Distribution Memorandum of Understanding (“MOU”)** with **Government Fruit Preservative Factory (GFPPF)**, Commerce & Industries Department, Government of Sikkim, on **21 January 2026**.

Brief particulars of the MOU are as under:

- 1. Nature of arrangement:**
Exclusive marketing, promotion and distribution arrangement on a principal-to-principal basis.
- 2. Counterparty:**
Government Fruit Preservative Factory, Commerce & Industries Department, Government of Sikkim.
- 3. Scope of MOU:**
The MOU provides for MRC Agrotech Limited to undertake branding, marketing, promotion, distribution and sales of retail-packaged products manufactured by GFPPF, in India and select overseas markets, subject to agreed territorial exclusions.
- 4. Term:**
The MOU shall remain valid for an initial period of three (3) years after completion of an initial moratorium period, with provision for renewal by mutual consent.
- 5. Moratorium period:**
A moratorium period has been provided for completion of preparatory, pre-operational and readiness activities, after which commercial operations shall commence in accordance with the terms of the MOU.
- 6. Commercial operations:**
The MOU lays down the broad commercial framework, including responsibilities of the parties, confidentiality, intellectual property protection, termination and dispute resolution mechanisms. Detailed commercial operations shall be undertaken in accordance with the agreed terms post moratorium period.

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7. Binding nature:

The MOU has been duly executed by both parties and has come into effect from the date mentioned therein.

To reiterate once again,

Strategic Context:

The Company continues to pursue opportunities for strengthening its agri-business vertical by expanding market access, branding, distribution capabilities and value-chain integration through strategic collaborations, including partnerships with Government-owned manufacturing entities.

Purpose of the MOU:

The MOU is intended to establish a structured framework for exclusive marketing, promotion and distribution of select retail-packaged products manufactured by GFPE, in India and select overseas markets, on a principal-to-principal basis, subject to the terms agreed therein.

Nature of the Agreement:

- The MOU has been duly executed by both parties and has come into effect from the date mentioned therein.
- The MOU provides for an initial moratorium period for preparatory and readiness activities, after which commercial operations shall commence in accordance with the agreed framework.
- The arrangement does not create any partnership, joint venture, agency or equity relationship between the parties.

The details as required under Regulation 30 read with Schedule III of the SEBI (LODR) Regulations, 2015 are provided in Annexure-I enclosed herewith.

This intimation is submitted for your information and record.

The Company will make further disclosures, if any, as and when required, in accordance with applicable laws and regulations.

This disclosure is made for information of the Exchange.

Thanking you,

For MRC Agrotech Limited



Authorized Signatory

Name: Ashok Kumar Singh

Designation: Director/ CEO

Date: 22/01/2026

Place: Mumbai

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II. MATERIALITY JUSTIFICATION NOTE

Materiality Justification under Regulation 30 – SEBI (LODR)

Event:

Execution of Exclusive Marketing, Promotion and Distribution MOU with Government Fruit Preservative Factory, Government of Sikkim.

Basis of materiality:

The above event qualifies as a material event under Regulation 30 read with Schedule III, Part A, Para A(2) of SEBI (LODR) Regulations, 2015, on the following grounds:

- 1. Strategic nature of arrangement**
The MOU creates an exclusive marketing and distribution relationship with a Government-owned manufacturing entity, impacting the Company's long-term business strategy and market positioning.
- 2. Binding contractual framework**
Although styled as an MOU, the document contains binding commercial obligations, exclusivity provisions, consideration, defined term, termination rights, and dispute resolution mechanisms.
- 3. Revenue and business impact**
The arrangement has the potential to materially affect the Company's revenues, market reach, branding strategy, and operational footprint, post completion of the moratorium period.
- 4. Duration and exclusivity**
The MOU provides for a multi-year engagement with exclusivity, which could influence competitive positioning and future business prospects.
- 5. Government counterparty**
Engagement with a Government department/entity enhances regulatory, reputational, and business significance.
- 6. Regulatory prudence**
Disclosure at this stage ensures transparency, investor awareness, and compliance with SEBI's disclosure-based regulatory framework.

Conclusion:

In view of the above, the execution of the MOU is considered a material event, warranting disclosure under Regulation 30 of SEBI (LODR) Regulations, 2015.



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ANNEXURE – I

Disclosure under Regulation 30 of SEBI (LODR) Regulations, 2015

Details of Agreement entered into by the Company

Sr. No.	Particulars	Details
1	Name(s) of parties with whom the agreement is entered	Government Fruit Preservative Factory (GFPF), Commerce & Industries Department, Government of Sikkim
2	Purpose of entering into the agreement	Exclusive marketing, promotion and distribution of retail-packaged products manufactured by GFPF in India and select overseas markets
3	Size of agreement	The MOU provides a commercial framework for marketing and distribution. Specific financial terms are commercially sensitive and have not been disclosed
4	Shareholding, if any, in the entity with whom the agreement is executed	Nil
5	Significant terms of the agreement (in brief)	<ul style="list-style-type: none">• Exclusive marketing, promotion and distribution arrangement• Principal-to-principal basis• Initial moratorium period prior to commencement of commercial operations• Responsibilities relating to branding, marketing, distribution, logistics and sales
6	Whether the transaction would fall within related party transactions	No
7	Whether the transaction would be done at arm's length	Yes
8	Date of entering into the agreement	21 January 2026
9	Term / duration of the agreement	Initial term of three (3) years after completion of the moratorium period, renewable by mutual consent
10	Brief profile of the counterparty	Government Fruit Preservative Factory is a Government-owned manufacturing unit under the Commerce & Industries Department, Government of Sikkim, engaged in processing and sale of fruit-based products
11	Disclosure of related party transaction, if any	Not applicable
12	Any other disclosures relevant for investors	Commercial operations under the MOU shall commence post completion of the moratorium period



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