



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. : 040-64528805 Email : nutricirclelimited@gmail.com,
CIN No : L18100TG1993PLC015901

Date: 03rd June, 2024

**To,
The General Manager
Listing Department
BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai - 400 001.**

BSE CODE: 530219

SUBJECT: Disclosure under Regulation 30 Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) 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 AgHub Foundation, a company registered under Section 8 of the Companies Act, 2013 for the purpose of Enterprise Acceleration Program the Additional details of the Agreement provided in the ANNEXURE-1

Kindly acknowledge and take on record the same.

Thanking you,

For Nutricircle Limited,

A handwritten signature in blue ink, appearing to read "Hitesh Patel".

**Hitesh Mohanlal 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/JV/Family settlement agreement(s) not in normal course of business.

5.1	Name(s) of parties with whom the agreement is entered	AgHub Foundation (First party) and Nutricircle Limited (Second party)
5.2	Purpose of entering into the agreement	For Enterprise Acceleration Program
5.3	Shareholding, if any, in the entity with whom the agreement is executed	No
5.4	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	<p>a) Cooperation with AgHub: The Enterprise will work with AgHub in a diligent, Committed, professional, Cooperative and efficient manner. The Enterprise will develop its Business and work on other deliverables that may be identified for the provision of EAP Support in accordance with the timelines agreed upon with AgHub (which may be extended by AgHub at its discretion, but to the extent practicable in consultation with the Enterprise).</p> <p>b) Assets and Intellectual Property: Any movable or immovable assets or Intellectual Property that are created or acquired by the Enterprise during the Term or from the utilization of the EAP Support (if any). will be used only in relation to the Business (including for the day-to-day operations of the Enterprise while conducting the Business) and in conformity with the provisions, spirit and intent of this Agreement.</p> <p>The Assets and in particular the Intellectual Property of the Enterprise will not be used for any other types of business or activities of the Enterprise without the prior written consent of AgHub. It is clarified that AgHub does not have and will not exercise any claims or rights to the Intellectual Property of the Enterprise.</p> <p>c) Board: AgHub is entitled to nominate members as its</p>



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observes on the board of directors Enterprise of (“AgHub Observers™) at its discretion to monitor the implementation of the Agreement.

d) Information rights of AgHub: AgHub will be entitled to receive from the Enterprise. or require it to provide to the AgHub Observers, the information set out in Schedule D. The Enterprise shall maintain accurate records (including receipts) for the Business and submit these records as well as information agreed with and requested from AgHub.

e) Inspection rights of ApHub: AgHub is entitled to visit the Enterprise’s offices or sites of operation (upon 24 (twenty-four) hours’ notice), inspect records of the Enterprise upon 7 days” notice) and shall have the right to periodic calls or meetings with the promoters, Team and senior management of the Enterprise and procure information as may be required in connection with this Agreement,

f) Dissemination and use of information by AgHub:

Aghub may use the information received under this Agreement relating to the Enterprise and Business for furthering the objects of this Agreement and for any analysis or research for its internal use, subject to confidentiality obligations in this Agreement.

g) Publicity and use of AgHub’s name or logo: The Enterprise may make public disclosures regarding the Agreement. EAP Support and AgHub (“Disclosures”). only alter providing the content of the Disclosure to AgHub and obtaining AgHub’s consent for such publicity or Disclosures.

h) Consultations: The Parties will consult with each other for improving implementation of the Agreement. Providing assistance and resolving any matters (such as a change in market or business conditions or change in Laws) due to which the Agreement may need to be amended or the scope of the Business or where any conduct may constitute breach of Laws.



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		i) Enterprise initiative: The Enterprise shall take all necessary initiative and efforts to build and grow the Business.
5.5	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	No
5.6	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arms length”;	No
5.7	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not Applicable
5.8	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 Enterprise is represented by the persons listed in Schedule C (“Team”) i.e. Mr Hitesh Patel (Managing Director) and Mr. Gaurav Pankaj Shah (Director) and the Team will be lead by Mr. Hitesh Patel.
5.9	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the agreement; b) nature of the agreement; c) date of execution of the agreement; d) details of amendment and impact thereof or reasons of termination and impact thereof	Any amendment to this Agreement shall be mutually agreed in writing and executed by the Parties. a) name of parties to the agreement: AgHub Foundation and Nutricircle Limited; b) nature of the agreement: Memorandum Of Understanding; c) date of execution of the agreement: 01 st April, 2024; d) details of amendment and impact thereof :

For Nutricircle Limited,

Hitesh Mohanlal Patel
Managing Director
(DIN - 02080625)p

