



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, Website : www.nutricircle.in
CIN No. : L18100TG1993PLC015901

NCL/BSE/2026-27

Date: 24th June, 2026

To,
Department of Corporate Services,
BSE Limited
25th Floor,
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 Institute of Chemical Technology, Mumbai, India ("ICT"), to establish written understanding under which the parties may enter into one or more Sponsored Ph.D. Research Agreements (hereinafter refer to as "Agreements") from time to time during the term of this MOU to perform Research and Development ("R&D") programs ("Research Programs") in areas of mutual interest to the Parties. The Additional details of this Agreement is provided in the **ANNEXURE-1**

Kindly acknowledge and take on record the same.

Thanking you,

For Nutricircle Limited,

Hitesh Patel
Managing Director
DIN: 02080625





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ANNEXURE-I

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. shareholder agreement(s), joint venture agreement(s), family settlement agreement(s) (to the extent that it impacts management and control of the listed entity), agreement(s)/treaty(ies)/contract(s) with media companies) 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 agreement is entered	Institute of Chemical Technology, Mumbai, India ("ICT")
5.2	Purpose of entering into the agreement	To establish a written understanding under which the Parties may enter into one or more Sponsored Ph.D. Research Agreements (hereinafter refer to as "Agreements") from time to time during the term of this MOU to perform Research and Development ("R&D") programs ("Research Programs") in areas of mutual interest to the Parties for expected outcome of Development of a scalable process for extraction, purification, concentration, and commercialization of functional proteins from vegetable market biomass. The Research Programs that the Parties intend to consider will be in mutually agreeable areas including, Functional Proteins from Vegetable Market Biomass and development or any others areas that are mutually acceptable to both parties.
5.3	Size of agreement	Nutricircle Limited shall provide project funding of INR 26,82,800 payable according to the milestones and schedule specified in the Statement of Work.
5.4	Shareholding, if any, in the entity with whom the agreement is executed	No
5.5	Significant terms of the agreement (in brief).	The MoU is being entered into under the following terms: a) AGREEMENTS OF RESEARCH PROGRAMS Research Programs to be undertaken by the Parties hereunder shall include signing of a separate statement of works (SOWS) between the Parties as an annexure to the MOU, which will describe in detail The nature, scope and time schedule of the Research Program. The estimated cost of the Research Program to be borne by Nutricircle Limited. The treatment of Intellectual Property and data rights which have been created in the course of the Research



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		program or which belong to a Party and are used in a Research Program. Other provisions as may be mutually agreed upon, include provisions covering the consequences Appointment of fellows on the program would be in keeping with the rules of ICT. Fellows appointed will be permitted to register for PhD as per ICT rules. Advertisement for research fellows would be permitted only after signing the MOU and/or receipt of the first tranche of the grant from the industry partner. b) CONFIDENTIALITY - Each party shall keep confidential information in the strictest confidence and will exercise the same degree of care and maintain the same adequate security measures to safeguard the Confidential and Proprietary Information from unauthorized access, use and misappropriation as it maintains with its own similar information and will not, without Disclosing Party's prior written consent, copy, reproduce, modify, alter or disclose to any third party any Confidential and Proprietary Information, in whole or in part. - Both Nutricircle Limited and ICT must keep each other's proprietary information and samples confidential. They must not use, analyze, or disclose the other party's proprietary information or samples to any third party, except as required for the MOU or Research Program. Access to such confidential information must be limited to personnel who need to know and who are bound by confidentiality obligations that are at least as strict as those in this agreement - The confidentiality obligations in Clause 6.4 do not apply to information or samples that: Are already in the public domain or later become public without any fault of the receiving party. Were already known to the receiving party or were independently developed by it before disclosure (with adequate evidence, where applicable). Were lawfully obtained from a third party without any confidentiality restrictions and not from the disclosing party. - The receiving Party shall only make such copies of the disclosing Party's Proprietary Information as are necessary for the purposes of this MOU / Research Project. Upon termination of this MOU and all Research Programs, each Party shall, upon request and at the election of the other Party, promptly return or safely dispose of all Proprietary Sample of the other Party. - The obligations of confidentiality set forth above shall survive for five (5) years after termination of this MOU or
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		from the date of disclosure, whichever is later, except as authorized in writing by other party or provided here in. 6. It is agreed that neither PARTY shall use the names or logos or trademarks of the PARTIES to this MOU for its promotional purposes without the prior written consent of the other party. 7. The MOU contains no indemnification protection for ICT. Nutricircle Limited shall indemnify, defend, and hold harmless ICT, its trustees, officers, faculty members, employees, students, and representatives against any claims, arising out of the manufacture, commercialization, use, sale, distribution, or operation of any product, process, or technology developed under this MOU. c) INTELLECTUAL PROPERTY RIGHTS: 1. ICT and Nutricircle Limited will jointly discuss and decide on protecting inventions or creative works developed under the MOU or any Research Agreement. Any intellectual property (such as patents) created will be jointly owned by ICT and Nutricircle Limited, with 50% ownership each. If either party does not wish to participate in the intellectual property, it must notify the other party in writing within six months from the date of invention. In such a case, the other party may, but is not obliged to, proceed with registration while the intellectual property continues to be treated as joint property. 2. ICT and Nutricircle Limited will jointly discuss and decide on protecting inventions or creative works developed under the MOU or any Research Agreement. Any intellectual property (such as patents) created will be jointly owned by ICT and Nutricircle Limited, with 50% ownership each. If either party does not wish to participate in the intellectual property, it must notify the other party in writing within six months from the date of invention. In such a case, the other party may, but is not obliged to, proceed with registration while the intellectual property continues to be treated as joint property d) NON-EXCLUSIVITY: This clause states that the MOU is non-exclusive. This means that both parties are free to enter into other research projects, collaborations, or agreements with other organizations. This freedom also extends to their affiliates, subsidiaries, and divisions. However, while pursuing other collaborations, both parties must continue to comply with the Confidentiality Agreement and any Research Agreements executed under this MOU. e) TERM AND TERMINATION: The MOU is effective from 22 July 2026 and will remain valid for 5 years, unless the parties mutually agree in
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		writing to extend it. The MOU may be amended or terminated at any time by mutual written agreement of both parties. Either party may also terminate the MOU unilaterally by giving 90 days' prior written notice to the other party. Termination of the MOU does not affect the obligations arising under any Research Agreement, Proprietary Information Agreement (Clause 6), or any other agreement entered into under the MOU. Those obligations will continue as per the terms of the respective agreements. f) PUBLICATIONS The research results are intended to be published, and ICT and its personnel are allowed to present and publish the research findings in conferences, journals, theses, dissertations, or other publications. Before any publication or public disclosure, ICT must provide Nutricircle Limited with a copy at least 60 days in advance. Nutricircle Limited has 30 days from receiving the copy to object if: the publication contains patentable subject matter that Nutricircle Limited wishes to protect; or it includes Nutricircle Limited's confidential/proprietary information. If Nutricircle Limited objects, both parties must work together to revise the publication. ICT must not publish or disclose the material until a mutually acceptable version is agreed upon. g) PUBLICITY: The Parties agree that no public statement or disclosure to third parties regarding this MOU or Research Agreements or other arrangements being considered or conducted hereunder shall be made on behalf of a Party without the prior written consent of the other party. However disclosure as may be required by the relevant laws / acts of the government of the Union of India shall be exempt from this above provision, with prior notice to the respective Party, as the case may be. h) GOVERNING LAW: This MOU shall be governed by and interpreted in accordance with the laws of Government of India, without recourse to its choice of law principles. i) SETTLEMENT OF DISPUTES The MOU and related agreements will be governed by the laws of India. If a dispute arises, the parties must first try to resolve it through negotiation. If the dispute remains unresolved for 90 days after written notice, it will be referred to binding arbitration. The arbitration will be
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		conducted: Under the UNCITRAL Arbitration Rules. By a sole arbitrator mutually appointed by both parties. At Mumbai. In the English language, and the award will also be issued in English. The arbitrator's decision will be final, binding, and enforceable on both parties, and the award may be enforced through a court having appropriate jurisdiction. j) SEVERABILITY: If any covenant, term, condition or provision of this MOU, including all modifications hereto, or the application thereof to any situation or circumstance shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable, all remaining terms, conditions or provisions shall not be affected, and each covenant, term, condition or provision of this MOU shall be valid and enforceable to the fullest extent permitted by law. k) WAIVER: If a party does not exercise a right or delays exercising a right under the Agreement, it does not mean that the right has been waived. Exercising a right partially or only once does not prevent that party from exercising the same or any other right again in the future. A waiver of any right or claim is valid only if it is made in writing and duly signed by the concerned party. Any waiver will apply only to the specific situation for which it is given and will not affect any future rights or claims.
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
5.8	In case of issuance of shares to the parties, details of issue price, class of shares issued	No
5.9	In case of loan agreements, details of lender, 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 the lenders for such loan	No
5.10	Any other disclosures related to such agreements viz., details of	No



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	nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc	
5.11	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	NA

For Nutricircle Limited,

Hitesh Patel
Managing Director
DIN: 02080625

