



HMA AGRO INDUSTRIES LTD.

(STAR EXPORT HOUSE RECOGNISED BY GOVERNMENT OF INDIA)

CIN No. : L74110UP2008PLC034977

Date: July 20, 2024

To, Dept. of Corporate Services-Listing Department Bombay Stock Exchange Limited Phiroze Jeejeebhoy Tower, Dalal Street, Mumbai – 400 001 Scrip Code: 543929	To, Listing Department The National Stock Exchange of India Limited Exchange Plaza, Bandra Kurla Complex, Bandra, Mumbai – 400 051 Scrip Code: HMAAGRO
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Dear Sir/Madam,

Pursuant to Regulation 30 read with Para B of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (SEBI Listing Regulations), we wish to inform you that **HMA Agro Industries Limited (HMA)** has entered into Facilities Agreements with **ALM Food Products Limited (ALM Food)**, Punjab & **ALM Industries Limited (A L M)**, Saharanpur respectively for availing facilities for slaughtering, chilling, processing, freezing and packing of frozen Halal boneless buffalo meat.

Further, the details required to be furnished in compliance with Regulation 30, in terms of Para B of Part A of Schedule III of the SEBI Listing Regulations, read with SEBI Circular No. SEBI/HO/CFD/CFDPoD1/P/CIR/2023/123 dated 13 July 2023 is enclosed herewith as **Annexure-I**.

You are requested to kindly take the above information in your records.

**Yours Faithfully,
For HMA Agro Industries Limited**

**Nikhil Sundrani
Company Secretary and Compliance Officer**

Encl: Annexure-I.

Registered Office : 18A/5/3, Taj View Crossing, Fatehabad Road, Agra-282001 U.P. (INDIA)
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Annexure-I

Details as required under Regulation 30 read with Schedule III – Para B of Part A of the SEBI Listing Regulations and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023.

Sr. No	Particulars	Details
a)	Names of the entity(ies) with whom agreement/ JV is entered	ALM Food Products Limited (ALM Food), Punjab & ALM Industries Limited (A L M), Saharanpur.
b)	Purpose of entering into the agreement;	To expand the business through Slaughtering, Chilling, Processing, Freezing and Packing of frozen halal boneless buffalo meat facilities.
c)	Size of the entity(ies)	<ul style="list-style-type: none">• ALM Food has Boneless Buffalo Chilled/Frozen Meat- 211.50 Mt Per Day• ALM has Boneless Buffalo Chilled/Frozen Meat- 84.60 MT Per Day
d)	Shareholding, if any, in the entity with whom the agreement is executed;	Nil
e)	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 style="list-style-type: none">• Term of Agreement is Three Years (3) w.e.f 01.08.2024.• Locking Period of Agreement is One Year (1)• ALM Food & A L M shall arrange all the require certificates for processing of goods.• ALM Food & A L M would arrange necessary Insurance for manufacturing facility at their own cost.
f)	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	Not Related.
g)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;	No, the Facility Agreement between HMA Agro Industries Limited and ALM Food Products Limited (ALM Food), Punjab & ALM Industries Limited (A L M), Saharanpur does not classify as a related party transaction under the SEBI Listing Regulations for the Company.
h)	In case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable
i)	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis;	Not Applicable

j)	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.;	<ul style="list-style-type: none"> • It is hereby agreed by and between the Parties hereto that in case of any claim, disputes or difference arises between the party in connection with the terms and conditions of this Agreement and/ or in relation to the interpretation thereof, whether during their subsistence of this Agreement and / or at any time, thereafter shall be first attempted to be resolved by negotiations between the parties to this Agreement. In the event of the Parties are unable to resolve the dispute by negotiations or by any other date as may be agreed mutually upon by and between the parties hereto, the same be referred to a sole Arbitrator and such arbitration shall be conduct with the provision of the Arbitration and Conciliation Act,1996 for the time being in force. The arbitration shall be held in Agra. The parties agree that the Arbitration shall be final and may be enforced as a decree. The parties further agree that only the competent Courts of jurisdiction at Agra shall be exclusive jurisdiction in all matters arising there under. This agreement can be terminated without any cause by either party before the date of expiry by giving one month notice in writing but the locking period of termination of this agreement will be one year from the date of its execution i.e. no party can terminate this agreement before year.
k)	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details of amendment and impact thereof or reasons of termination and impact thereof.	Not Applicable