



KRN HEAT EXCHANGER AND REFRIGERATION LIMITED

Registered & Work Office: Plot No.: F-46,47,48,49, EPIP, RIICO Industrial Area, Neemrana – 301705 (RJ)

CIN No.: L29309RJ2017PLC058905

Contact No. 9116629184

Date: 12th January, 2026

To,
BSE Ltd
Phiroze Jeejeebhoy Towers, Dalal Street,
Mumbai- 400001, Maharashtra, India

Script Code: 544263

To,
National Stock Exchange of India Limited
Exchange Plaza, C-1 Block G, Bandra Kurla
Complex, Bandra (East), Mumbai-400051,
Maharashtra, India

Script Symbol: KRN

Dear Sir/Madam,

Subject: Outcome of Board Meeting pursuant to the Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Pursuant to Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, We wish to inform that the Board of Directors of the Company in its meeting held today i.e. 12th January, 2026, transacted the following business items:

1. Approved the Modification/Amendment in the loan agreement dated 15th April, 2023 executed with KRN HVAC Products Private Limited ("KRN HVAC") a wholly owned subsidiary Company of the Company. (**Annexure I**)
2. Approved the execution of loan agreement dated 12th January, 2026 with Thermotech Research Laboratory Private Limited ("TRL") a wholly owned subsidiary Company of the Company to grant an unsecured loan of Rs. 10,00,00,000/- (Rs. Ten Crores only) in one or more tranches. (**Annexure II**)
3. Approved the "KRN Employee Stock Option Plan 2026" ("ESOP Plan") in accordance with the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, Subject to the approval of the members of the company. (**Annexure – III**)

The details required pursuant to Regulation 30 of the Listing Regulations read with SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11th November, 2024, are enclosed as Annexure I to III.

The meeting of the Board of Directors commenced at 3:35 P.M. and concluded at 4:00 P.M.

Kindly take the above information on your record.

Thanking You,

For KRN Heat Exchanger and Refrigeration Limited

**Jitendra Kumar Sharma
Company Secretary**



(+91)-9116629184



info@krnheatexchanger.com



www.krnheatexchanger.com

Annexure – I

Details as required under Regulation 30 read with Part A of Schedule III of the Listing Regulations and SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11th November, 2024 are as under:

S. No.	Particulars	Information of such event
a.	Name(s) of parties with whom	KRN HVAC Products Private Limited, ("KRN HVAC") a Wholly owned Subsidiary of the Company (hereinafter "the Borrower").
b.	Purpose of entering into the agreement;	Modification in the loan agreement dated 15 th April, 2023 for changing the nature of the unsecured loan, granted to KRN HVAC Products Private Limited (KRN HVAC) a wholly owned subsidiary Company of the Company, into a convertible loan into Equity shares of the borrower as per the discretion of the lender.
c.	Size of agreement;	For an amount not exceeding Rs. 100,00,00,000/- (Rupees One Hundred Crores only)
d.	Shareholding, if any, in the entity with whom the agreement is executed;	The Company holds 100% stake in KRN HVAC, by virtue of this KRN HVAC is the Wholly-Owned Subsidiary Company of the Company
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.;	The Lender shall have the right, but not the obligation, at its sole discretion, to convert the whole or any part of the outstanding unsecured loan(s), together with accrued interest thereon, into fully paid-up equity shares of the Borrower.
f.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	Yes, The Borrower is belong to the Promoter/ Promoter Group / group companies of the Company, its wholly owned subsidiary company of the entity.
g.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Yes, the transaction is a related party transaction and the same is done at on "arm's length".
h.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	The shares will be issued as per the valuation report obtained by the borrower as and when request for the conversion made by the lender for conversion of loan into the equity.



i.	<p>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;</p>	<p>Lender: KRN Heat Exchanger and Refrigeration Limited</p> <p>Borrower: KRN HVAC Products Private Limited.</p> <p>Nature of loan : Unsecured loan</p> <p>Amount of loan : Rs. 100 Crore</p> <p>Date of modification/amendment of Loan Agreement: January 12, 2026</p> <p>Security provided ,if any : Nil</p> <p>Amount of loan outstanding as on date of disclosure – Rs. 99.94 Crore</p>
j.	<p>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.;</p>	Not Applicable
k.	<p>In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):</p> <p>a) name of parties to the agreement;</p> <p>b) nature of the agreement;</p> <p>c) date of execution of the agreement;</p> <p>d) details of amendment and impact thereof or reasons of termination and impact thereof</p>	<p>The loan agreement is modified/ amended as parties mutually agreed to insert the conversion Right - <i>To provide the lender with a right to convert the outstanding loan (in whole or in Part) into equity shares of the borrower.</i></p> <p>a) name of parties to the agreement:- Lender: KRN Heat Exchanger and Refrigeration Limited</p> <p>Borrower: KRN HVAC Products Private Limited</p> <p>b) nature of the agreement: - Loan Agreement</p> <p>c) date of execution of the agreement: - 12th January, 2026</p> <p>d) details of amendment and impact thereof:- the company has inserted the clause of conversion of loan into equity, now and thereafter the outstanding unsecured loan convertible into the equity shares of the borrower as per the discretion of the lender.</p>

Annexure – II

Details as required under Regulation 30 read with Part A of Schedule III of the Listing Regulations and SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11th November, 2024 are as under:

S. No.	Particulars	Information of such event
a.	Name(s) of parties with whom the agreement is entered;	Thermotech Research Laboratory Private Limited ("TRL"), a Wholly owned Subsidiary of the Company (hereinafter "the Borrower").
b.	Purpose of entering into the agreement;	Execution of the loan agreement dated 12 th January, 2026 for providing unsecured loan to TRL to meet the working capital requirements.
c.	Size of agreement;	For an amount not exceeding Rs. 10,00,00,000/- (Rupees Ten Crores only)
d.	Shareholding, if any, in the entity with whom the agreement is executed;	The Company holds 100% stake in TRL, by virtue of this TRL is the Wholly-Owned Subsidiary Company of the Company
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.;	Rate of Interest – 12 % per annum; The loan is to be given for a maximum period of 12 Months from the date of disbursement, which may be renewable/extended by mutual discussion of lender and borrower. The amount of Loan will be given in tranches.
f.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	Yes, The Borrower is belong to the Promoter/ Promoter Group / group companies of the Company, its wholly owned subsidiary company of the entity.
g.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Yes, the transaction is a related party transaction and the same is done at on "arm's length".
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;	Lender : KRN HEAT EXCHANGER AND REFRIGERATION LIMITED Borrower : Thermotech Research Laboratory Private Limited. Nature of loan : Unsecured loan Amount of loan : Rs. 10 Crore Date of execution of Loan Agreement: January 12, 2026 Security provided ,if any : Nil Amount of loan outstanding as on date of disclosure – NIL
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.:	Not Applicable
k.	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	As on date of disclosure there is no termination /amendment of the loan agreement

Annexure – III

Details as required under Regulation 30 read with Part A of Schedule III of the Listing Regulations and SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11th November, 2024 are as under:

S. No.	Particulars	Details
1.	Brief details of options granted;	The Board of Directors of the Company at its meeting held on 12.01.2026 has approved the formulation of "KRN Employee Stock Option Plan 2026 ("ESOP Plan"), with the authority to grant not exceeding 6,00,000 (Six Lakhs Only) employee stock options to such eligible employees of the Company/ subsidiary companies as may be determined by the Nomination and Remuneration Committee (also designated as Compensation Committee), in one or more tranches, from time to time, which in aggregate shall be exercisable into not more than 6,00,000 (Six Lakhs Only) equity shares of face value of Rs. 10/- (Rupee Ten Only) each fully paid-up, subject to approval of the shareholders at the ensuing General Meeting of the Company and such other regulatory / statutory approvals as may be necessary.
2.	Whether the scheme is in terms of Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 (if applicable);	Yes, the Scheme is in compliance with Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations, 2021.
3.	Total number of shares covered by these options;	6,00,000 (Six Lakhs Only) equity shares of face value of Rs. 10/- (Rupee Ten Only) each fully paid-up.
4.	Pricing formula;	The exercise price of any option granted under the Plan shall be the price for exercise of options as determined by the Compensation Committee and communicated to the eligible employee vide the letter of grant. The exercise price for any grant shall not be less than 50% of the closing share price as on the grant date. Once granted, the exercise price of the options may be varied by the Compensation Committee to account for any rights issues, mergers, stock splits, bonus issue or share consolidations etc.
5.	Options vested;	Not applicable at this stage.
6.	Time within which option may be exercised;	Vested options can be exercised by the in-service employees any time within 3 (three) years from the date of vesting during the exercise window opened by Compensation Committee, failing which the vested options shall



		automatically lapse. In case of separation for employment, the exercise period shall be as defined in the Plan.
7.	Options exercised;	
8.	Money realized by exercise of options;	
9.	The total number of shares arising as a result of exercise of option;	Not applicable at this stage.
10.	Options lapsed;	
11.	Variation of terms of options;	
12.	Brief details of significant terms;	<p>a) Purpose of the plan: To reward employees for good performance in the past and to motivate similar performance in the future. The Company also intends to attract and retain talented people through this plan.</p> <p>b) Vesting of Options: The Options shall vest not earlier than the minimum Vesting Period of one year and not later than maximum Vesting Period of five years from the date of Grant.</p> <p>c) Exercise Period and process of exercise: For in- service employees vested options can be exercised within a period of three years from the date of vesting within the exercise window opened by the Compensation Committee by submitting a written application to the Company</p>
13.	Subsequent changes or cancellation	Not Applicable
14.	Diluted earnings per share pursuant to issue of equity shares on exercise of options	Not Applicable