



Modern
INSULATORS LTD.

Registered Office & Works : Talheti, Village : Karoli,
Tehsil: Abu Road, Dist : Sirohi - 307510 (Rajasthan) India
Phone : 02974 – 228044, 228045, 228046, 228047
www.moderninsulators.com CIN- L31300RJ1982PLC002460
Email : milabu@moderninsulators.com

Date: January 10th, 2025

To,

BSE Limited

Phiroze Jeejebhoy Towers

Dalal Street, Mumbai - 400001

Scrip Code: 515008

Dear Sir,

Sub: Disclosure under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015

Pursuant to Regulation 30 read with Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"), and other applicable provisions, this is to inform you that the Board of Directors of the Company in its meeting held today, i.e, January 10th, 2025 has approved to advance loan to M/s Modern Denim Limited ("MDL") in connection with the proposed amalgamation of MDL into the Company.

The disclosures required under Regulation 30 of the SEBI Listing Regulations read with the Disclosure Circular dated July 13, 2023, are enclosed herewith as Annexure-A.

You are requested to take the above information on your record.

Thanking You,

For **Modern Insulators Limited**

P.K. Gokhroo
Director
DIN: 06810797

Annexure – A

Agreements (viz. loan agreement(s) or any other agreement(s) which are binding and not in the normal course of business, revision(s) or amendment(s) and termination(s) thereof:

Sl.No	Particulars	Transactions
1	1)Details of Lender and Borrower 2)Relationship with the Company	1) Lender: Modern Insulators Limited (“MIL”) Borrower: Modern Denim Limited (“MDL”) 2) MDL is the Promoter Group Company with Common Directors
2)	Purpose of entering into agreement/transaction	The grant of loan to MDL is in connection with proposed amalgamation of MDL into MIL.
3)	Size of the agreement/transaction	Rs. 5,00,00,000 (Fife Crores only) This transaction will be effected in one or more tranches.
4)	Shareholding, if any, in the Company with whom the agreement is executed	NIL
5)	Significant terms of the agreement/transaction (in brief)	Nature of the Loan: Unsecured Loan Interest Loan: There will be no interest charged for the loan advance by MIL to MDL as the same is advanced in the purview of the proposed amalgamation. Other terms: There is no such other term. Tenure: There is no such term decided or agreed between the parties.
6)	Extent and nature of impact on management or control of the listed entity	None
7)	Details and quantification of the restriction or liability imposed upon the listed entity	N.A.
8)	Whether the said parties are related to Promoter/Promoter Group/Group Companies of the Company? Nature of Relationship	Yes, MDL is the promoter Group Company with the common directors
9)	Whether the transaction would fall within the related party transactions? If yes, whether the same is done at “arm’s length”	The transaction is related party transaction, MDL being the promoter group company
10)	In case of issuance of shares to the parties, details of the issue price, class of share issued,	N/A

11)	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;	N.A.
12)	any other disclosure 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.;	N.A.
13)	In case of rescission, amendment or, N.A. alteration, 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 and reason for amendment or alteration and impact thereof (including impact on management or control and on the restriction or Liability quantified earlier) v. reason for rescission and impact thereof (including impact on the management or control and on the restriction or liability quantified earlier)	N.A.