

Date: July 09, 2025

BSE Limited 25 th Floor, P. J. Towers, Dalal Street, MUMBAI – 400 001 (Company Code: 505714)	National Stock Exchange of India Limited Exchange Plaza, Bandra Kurla Complex, Bandra (E), MUMBAI – 400 051 (Company Code: GABRIEL)
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Sub: Disclosure of the outcome of the meeting of the Board of Directors of Gabriel India Limited held on July 09, 2025, in terms of Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”)

Pursuant to the provisions of Regulation 30 read with Schedule III of the SEBI Listing Regulations, we hereby wish to inform you that Gabriel India Limited (“**Gabriel India**”) and Jinos Co., Ltd., a corporation incorporated under the laws of South Korea (“**Jinos**”) propose to enter into a Joint Venture Agreement and Share Subscription Agreement by subscribing to equity shares of Jinhap Automotive India Private Limited (“**JA IPL**”) to undertake the business of engineering, designing, developing, manufacturing, import, export, assembly, marketing, sales and distribution of fasteners for both automotive and industrial applications (“**Business**”).

In light of the background provided above, the Board of Directors of Gabriel India at its meeting held today, i.e., on July 09, 2025, inter alia, has accorded its approval for the following:

- 1) Investment by subscribing to equity shares of JA IPL aggregating to an amount of Rs. 26,82,84,100/- (Rupees Twenty-Six Crore Eighty-Two Lacs Eighty-Four Thousand and One Hundred only), which will result in Gabriel India holding 51% of the total paid-up equity share capital of JA IPL, thereby making it a subsidiary of Gabriel India.
- 2) Execution of the following agreements:
 - A) Joint Venture Agreement (“**JVA**”), between Jinos, JA IPL and Gabriel India for JA IPL to become a joint venture company between Gabriel India and Jinos with their shareholding in the ratio of 51:49 respectively.
 - B) Share Subscription Agreement (“**SSA**”), between Gabriel India, Jinos and JA IPL to subscribe shares of JA IPL

Further note that, JA IPL shall be executing a Technology License Agreement with Jinhap Co., Ltd. (‘Licensor’), an affiliate of Jinos and a reputed specialty fastener manufacturer. Through this collaboration, JA IPL will gain access to proprietary technology and technical know-how for manufacturing a range of fasteners.

The ‘effective date’ of SSA shall be July 10, 2025, being the date of its execution by Gabriel India, Jinos and JA IPL and the effective date of JVA shall be the ‘Closing Date’ as defined in SSA.

In this regard, relevant particulars as required under Regulation 30 of the SEBI Listing Regulation read with the SEBI Circular are provided in **Annexure I & II** hereto.

Please note that the aforesaid Board meeting started at 02:30 pm and concluded at 02:54 pm.

We would request you to please take note of the above and bring the same to the notice of all concerned.

Thanking You

Yours Faithfully
For Gabriel India Limited

Nilesh Jain
Company Secretary

Encl: as above

Annexure I

Disclosure under Regulation 30 read with Schedule III of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015

S. No.	Particulars	Details									
1.	Name of the target entity, details in brief such as size, turnover etc.	<p>Jinhap Automotive India Private Limited ("JA IPL")</p> <p>The authorized share capital of JA IPL is INR 8,06,00,000 (Indian Rupees Eight Crores Six Lakhs only) divided into 80,60,000 (Eighty Lakhs Sixty Thousand) equity shares of face value of INR 10 (Indian Rupees Ten only) each.</p> <p>Brief details of its net worth, total assets as on March 31, 2025 and turnover (including other income) for the year ended 31st March, 2025, are set out below (financials of FY 2024-25 are under audit):</p> <table> <tr> <th colspan="3">Amount (Rs. in crore)</th></tr> <tr> <th>Net Worth</th><th>Turnover (including other income)</th><th>Total Assets</th></tr> <tr> <td>8.00</td><td>NIL</td><td>8.04</td></tr> </table>	Amount (Rs. in crore)			Net Worth	Turnover (including other income)	Total Assets	8.00	NIL	8.04
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Net Worth	Turnover (including other income)	Total Assets									
8.00	NIL	8.04									
2.	<p>Whether the acquisition would fall within related party transaction(s) and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired?</p> <p>If yes, nature of interest and details thereof and whether the same is done at "arm's length".</p>	No, the transaction is not a related party transaction and none of the promoter/ promoter group/ group companies have any interest in the entity being acquired									
3.	Industry to which the entity being acquired belongs.	Auto components									
4.	Objects and impact of acquisition (including but not limited to, disclosure of reasons for acquisition of target entity, if its business is outside the main line of business of the listed entity).	<ul style="list-style-type: none"> Diversification of the product portfolio into the fasteners category Enhance business relationship with key OEMs in the Indian market 									
5.	Brief details of any governmental or regulatory approvals required for the acquisition.	Not applicable									
6.	Indicative time period for completion of the acquisition.	October 31, 2025 or such later date as may be mutually agreed in writing by all of the parties									
7.	Nature of consideration - whether cash consideration or share swap and details of the same.	Cash consideration (by way of cheque)									

8.	Cost of acquisition or the price at which the shares are acquired.	Rs. 26,82,84,100/- (Rupees Twenty six crore Eighty two lacs Eighty four thousand and One hundred only)												
9.	Percentage of shareholding / control acquired and / or number of shares acquired.	Gabriel India, pursuant to the said subscription, will hold 51% shareholding of JA IPL and JA IPL will be a subsidiary of Gabriel India.												
10.	Brief background about the entity acquired in terms of products/line of business acquired, date of incorporation, history of last 3 years turnover, country in which the acquired entity has presence and any other significant information (in brief).	<table><tr><td>Date of Incorporation</td><td>: 23/02/2011</td></tr><tr><td>CIN</td><td>: U35914TN2011PTC079332</td></tr><tr><td>Business Undertaken</td><td>: JA IPL will undertake the business of manufacturing and sale of fasteners for both automotive and industrial applications (“Business”)</td></tr><tr><td>Turnover for last 3 years (in Rs. Crores)</td><td>FY 2024-25 : Nil (under audit) FY 2023-24 : Nil FY 2022-23 : Nil</td></tr><tr><td>Presence in other countries</td><td>NIL</td></tr><tr><td>other significant information</td><td>Not Applicable</td></tr></table>	Date of Incorporation	: 23/02/2011	CIN	: U35914TN2011PTC079332	Business Undertaken	: JA IPL will undertake the business of manufacturing and sale of fasteners for both automotive and industrial applications (“Business”)	Turnover for last 3 years (in Rs. Crores)	FY 2024-25 : Nil (under audit) FY 2023-24 : Nil FY 2022-23 : Nil	Presence in other countries	NIL	other significant information	Not Applicable
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Turnover for last 3 years (in Rs. Crores)	FY 2024-25 : Nil (under audit) FY 2023-24 : Nil FY 2022-23 : Nil													
Presence in other countries	NIL													
other significant information	Not Applicable													

Annexure II

Disclosure under Regulation 30 read with Schedule III of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015

S. No	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered.	The parties to the Joint Venture Agreement ("JVA") and Share Subscription Agreement ("SSA") are Gabriel India Limited ("Gabriel India"), Jinos Co., Ltd., ("Jinos") and Jinhap Automotive India Private Limited ("JA IPL").
2.	Purpose of entering into the agreement.	<p>A) Joint Venture Agreement ("JVA") is executed, between Jinos, JA IPL and Gabriel India for JA IPL to become a joint venture company between Gabriel India and Jinos with their shareholding in the ratio of 51:49 respectively.</p> <p>B) Share Subscription agreement ("SSA") is executed, between Gabriel India, Jinos and JA IPL to subscribe shares of JA IPL such that on "Closing Date" (as defined under the SSA), Gabriel India and Jinos shall hold 51% (fifty one percent) and 49% (forty-nine percent) of the paid-up share capital of JA IPL.</p>
3.	Shareholding, if any, in the entity with whom the agreement is executed	As on date, Gabriel India does not have any shareholding in JA IPL. However, Gabriel India, on 'Closing Date' (as defined under the SSA), will have 51% shareholding of JA IPL.
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.	<ol style="list-style-type: none"> 1. Board composition: Equal number of directors by both the parties 2. Chairperson to be appointed by Gabriel India with casting vote (except on Reserved Matters) 3. CEO to be appointed by Jinos 4. Both the parties shall have voting rights in proportion to their shareholding in JA IPL. 5. Standard clauses like deadlock, event of default, reserved matters requiring approval of both parties etc. is forming part of the Joint Venture Agreement
5.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship.	JA IPL and Jinos are not related to promoter/promoter group/ group companies in any manner.
6.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	No, the transaction does not fall under a related party transaction

7.	In case of issuance of shares to the parties, details of issue price, class of shares issued	The investment value for acquiring 51% stake in JA IPL by Gabriel India is Rs. 26,82,84,100/- for subscription in equity shares. The exact price per share and the number of shares is to be determined basis the valuation report to be obtained by JA IPL before 'Closing Date'.
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.	NIL
9.	In case of termination or amendment of agreement, disclosure of additional details: (a) name of parties to the agreement; (b) nature of the agreement; (c) date of execution of the agreement; and (d) details of amendment and impact thereof or reasons of termination and impact thereof.	Not applicable.