Avalon
manufacturing your success

To:	**To:**
BSE Limited Corporate Relationship Department, PJ Towers, Dalal Street, Mumbai -400001 **BSE SCRIP CODE: 543896**	The Manager Listing Department, The National Stock Exchange of India Limited, "Exchange Plaza", Bandra – Kurla Complex, Bandra (EAST), Mumbai – 400051 **NSE SYMBOL: AVALON**

Sir/Madam,

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

Pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (**"Listing Regulations"**), we wish to inform you that the Board of Directors ("**Board**") of Avalon Technologies Limited ("**Avalon**"), at its meeting held today, i.e. on September 03, 2026, has approved the execution of the Joint Venture Agreement ("**JVA**") between Avalon and Zollner Elektronik AG ("**Zollner**"), a leading European electronics manufacturing services (EMS) company, to establish a joint venture company, called "Zollner Avalon Private Limited" or such other name as may be approved by the Registrar of Companies ("**Company**"), wherein Zollner will hold a 51% stake and Avalon will hold a 49% stake. After occurrence of conditions set out in the JVA, Avalon may elect to acquire incremental 2% stake in the Company and own 51% of the Company.

The Board further noted and approved that the Company shall initially be incorporated as a wholly owned subsidiary of Avalon, following which Zollner will subscribe to equity shares representing 51% of the Company's issued and paid-up share capital. Following the above and incorporation of the Company, the Company will accede to the JVA by executing a deed of accession ("**Proposed Transaction**").

Avalon and Zollner propose to establish a long-term India-based manufacturing and services platform for printed circuit board assembly, box-build and system integration, testing, validation, industrialization support, sourcing, supply-chain coordination, logistics and related after-sales services. Manufacturing operations are intended to be restricted to India, supporting domestic business, exports from India and selected multi-region or global customer programs in which India forms part of the agreed manufacturing footprint.

The Proposed Transaction contemplated under the JVA is subject to receipt of requisite approvals, finalization of other definitive documents, and fulfilment of the conditions prescribed in the JVA.

The meeting commenced at 05.00. P.M. (IST) and concluded at 05.25. P.M (IST).

The details in respect of the above-mentioned items as required under Regulation 30 read with Schedule III, Part A, Para A of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with the SEBI Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026, are attached as Annexures.

You are requested to take the above information on record.

Yours sincerely,

For **Avalon Technologies Limited**

AJAY SHUKLA Digitally signed by AJAY SHUKLA
Date: 2026.09.03 18:38:28 +05'30'

Name of the Person: Mr. Ajay Shukla
Designation: Company Secretary & Compliance Officer
M. No: A36992
Date: September 03, 2026

ANNEXURE

Execution of the Joint Venture Agreement ("JVA") between Avalon Technologies Limited ("Avalon") and Zollner Elektronik AG ("Zollner")

Sl. No	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered;	Joint Venture Agreement ("JVA") has been executed by and between Avalon Technologies Limited ("Avalon") and Zollner Elektronik AG ("Zollner")
2.	Purpose of entering into the agreement;	To establish long-term India-based manufacturing and services platform dedicated to the business of manufacturing and trading of Printed Circuit Board Assembly (PCBA), box-build and system integration, testing, validation, industrialisation support, sourcing, supply-chain coordination, logistics, and related after-sales services, as set out in greater detail in the JVA. The business will be carried out by the Joint Venture Company to be incorporated as "Zollner Avalon Private Limited" ("Company").
3.	Shareholding, if any, in the entity with whom the agreement is executed	None.
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.;	Zollner and Avalon propose to establish a joint venture Company in India with a shareholding of 51% (fifty one percent) and 49% (forty nine percent) respectively. Initially, the Company will be set-up as a wholly owned subsidiary of Avalon and Zollner will subsequently acquire a 51% stake in the Company, subject to satisfaction of conditions set forth in the JVA. Within two years following the third anniversary of the date on which the Company commences commercial production at its manufacturing facilities, Avalon may elect to exercise a call option and acquire an incremental 2% shareholding in the Company. The call option would be transacted at the price determined using the methodology set forth in the JVA. The 51% shareholder has the right to appoint 3 directors to the board of the Company, while the 49% shareholder has the right to appoint 2 directors. In case of any new issuance of shares, a standard pre-emptive right is available to both shareholders of the Company. Share transfers are subject to the right of first refusal and tag along rights of the non-transferring shareholder. The JVA also has customary restrictive covenants such as non-compete and non-solicitation clauses.
5.	Whether, the said parties are related to	No

	promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	
6.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	No. The Joint Venture Agreement does not constitute a related party transaction. Any future transactions between Avalon Technologies Limited and the Company shall be undertaken on an arm's length basis and in accordance with the requirements of applicable laws, including obtaining the requisite approvals and making the necessary disclosures, as may be required from time to time.
7.	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.;	None
8.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): name of parties to the agreement; nature of the agreement; date of execution of the agreement; details of amendment and impact thereof or reasons of termination and impact thereof.	NA

Avalon Technologies Limited
(Formerly Avalon Technologies Private Limited)
Corporate Identification Number: L30007TN1999PLC043479
Reg. Office 'TPI Block' B7, First Main Road, MEPZ-SEZ, Tambaram, Chennai 600 045
T +91 44 4222 0400 | F +91 44 2262 0097 | E compliance@avalontec.com
www.avalontec.com

ANNEXURE

Incorporation of a wholly owned subsidiary

Sl. No	Particulars	Details
1.	Name of the entity, date & country of incorporation	The Board of Directors of the Company, at its meeting held today, approved the incorporation of a wholly owned subsidiary ("WoS") by the name of "Zollner Avalon Private Limited" or such other name as may be approved by the Registrar of Companies. **Date of Incorporation:** Not Applicable. (Company is yet to be incorporated) **Country of Incorporation:** India
2.	Name of holding company of the incorporated company and relation with the listed entity	Avalon Technologies Limited shall be the Holding Company of the company to be incorporated. The Company shall be a wholly owned subsidiary of Avalon Technologies Limited. Post incorporation, Zollner shall subscribe to equity shares representing 51% of the issued and paid-up share capital of the proposed Company, subject to satisfaction of conditions set out in the JVA. Following the incorporation of the Company, the Company will accede to the JVA by executing a deed of accession ("Proposed Transaction").
3.	Industry to which the entity being incorporated belongs	Electronic Manufacturing Services
4.	Brief background about the entity incorporated in terms of products /line of business	The Company shall serve as a manufacturing and services platform for printed circuit board assembly, box-build and system integration, testing, validation, industrialization support, sourcing, supply-chain coordination, logistics and related after-sales services, in the manner set out in the JVA.
5.	Brief details of any governmental or regulatory approvals required for the incorporation	The Company will obtain the requisite approvals for reservation of the name of the WoS and complete all necessary filings and formalities for its incorporation in accordance with applicable laws and regulations in India.
6.	Nature of consideration - whether cash consideration or share swap and details of the same	The consideration (subscription money) shall be made in the form of Cash (Bank Transfer). The Company shall be incorporated with an authorized share capital of INR 2,00,000 (Indian Rupees Two Lakh), comprising 20,000 (twenty thousand) equity shares of INR 10 (Indian Rupees Ten) each. At the initial stage, Avalon shall subscribe to 9,800 equity shares of INR 10 each, following which the issued and paid-up capital of the Company shall be INR 98,000/-.
7.	Cost of subscription / price at which the shares are subscribed	The Company shall be incorporated with an authorized share capital of INR 2,00,000 (Indian Rupees Two Lakh), comprising 20,000 (twenty thousand) equity shares of INR 10 (Indian Rupees Ten) each. At the initial stage, Avalon shall subscribe to 9,800 equity shares of

		INR 10 each, following which the issued and paid-up capital of the Company shall be INR 98,000/-.
8.	Percentage of shareholding / control by the listed entity and / or number of shares allotted	100% of the issued and paid-up share capital of the Company shall be initially held by Avalon Technologies Limited. Post incorporation, Zollner shall subscribe to equity shares representing 51% of the issued and paid-up share capital of the proposed Company, subject to satisfaction of conditions set out in the JVA. Following the incorporation of the Company, the Company will accede to the JVA by executing a deed of accession ("Proposed Transaction").

Yours sincerely,

For **Avalon Technologies Limited**

AJAY SHUKLA

Digitally signed by AJAY SHUKLA
Date: 2026.09.03 18:39:39 +05'30'

Name of the Person: Mr. Ajay Shukla
Designation: Company Secretary & Compliance Officer
M. No: A36992
Date: September 03, 2026