

Date: October 06, 2026

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 October 06, 2026, 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 Faurecia Automotive Seating India Private Limited, a private limited company, organized and existing under the laws of India and having its registered office at Plot T 187, Pimpri Industrial Area, (B G Block), Bhosari, Pune, Maharashtra, India - 411026 (**hereinafter refer as ‘FASI’**) and Gabriel India Limited (**‘Gabriel India’/ ‘Company’**) propose to enter into a Joint Venture Agreement to undertake the business of developing, manufacturing, assembling, marketing, selling and distributing primarily passenger vehicle seats, either completely assembled seats or their components/sub-assemblies/systems (excluding mechanisms), in the identified territory (i.e., India and such other Countries as may be mutually agreed).

In light of the background provided above, the Board of Directors of Gabriel India at its meeting held today, i.e., on October 06, 2026, inter alia, has accorded its approval for the following:

1. Execution of the Joint Venture Agreement (**‘JVA’**) between FASI and Gabriel India to enable formation of a Joint Venture Company (**‘JV Co.’**) wherein FASI and Gabriel India will have shareholding in the ratio of 50% plus 1 equity share and 50% less 1 equity share respectively.
2. Incorporation of JV Co., by making an initial aggregate investment of INR 20,00,00,000/- (Indian Rupees Twenty Crores Only), out of which Gabriel India will invest INR 9,99,99,990/- (Indian Rupees Nine Crores Ninety Nine Lakhs Ninety Nine Thousand Nine Hundred and Ninety Only), representing 50% less 1 equity share of the JV Co., and FASI will invest INR 10,00,00,010/- (Indian Rupees Ten Crores and Ten Rupees Only), representing 50% plus 1 equity share of the JV Co.
3. Further, upon completion of the conditions precedent and consummation of the transaction in accordance with the JVA (‘Closing’), the parties shall make an additional aggregate investment of INR 80,00,00,000/- (Indian Rupees Eighty Crores Only), with Gabriel India and FASI each investing INR 40,00,00,000/- (Indian Rupees Forty Crores Only) towards the equity share capital of the JV Co.
4. Post Closing, the paid-up equity share capital of the JV Co. will be INR 100,00,00,000/- (Indian Rupees One Hundred Crores Only), with Gabriel India and FASI having invested INR 49,99,99,990/- and INR 50,00,00,010/- respectively, resulting in Gabriel India and FASI holding equity shareholding in the JV Co. in the ratio of 50% less 1 equity share and 50% plus 1 equity share, respectively.

The Board of Directors noted that after incorporation of JV Co. the following agreements shall also be executed:

- a) Technical Services and Intellectual Property License Agreement ('**TIPLA**') between Faurecia Sieges D'Automobile, a corporation organized and existing under the laws of France, having its registered office at 23-27 Avenue Des Champs Pierreux, 92000 Nanterre, France (the '**Forvia**'), Faurecia India Private Limited, a private limited company, organized and existing under the laws of India (the '**Faurecia India**'), and JV Co. to procure technical information and technical assistance for the business.
- b) Management & Corporate Service Agreement ('**CSA**') between Anand Automotive Private Limited ('**AAPL**'), and JV Co. to procure certain operational and management support services for the business.
- c) Management & Corporate Service Agreement ('**FASI-CSA**') between FASI and JV Co. to procure certain operational and management support services for the business.
- d) Business Transfer Agreement ('**BTA**') between FASI and JV Co. to acquire the existing frames business of FASI as a going concern on a slump sale basis, excluding mechanism.

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 and Annexure II**.

Please note that the aforesaid Board meeting started at 08:30 pm and concluded at 09:05 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

MOHIT
SRIVASTAVA

Digitally signed by
MOHIT SRIVASTAVA
Date: 2026.10.06
21:12:05 +05'30'

Mohit Srivastava
Chief Financial Officer

Encl: as above

Annexure I

S. No.	Particulars	Details
1.	Name of the target entity, details in brief such as size, turnover etc.	Proposed name of the JV Co.: Faurecia Anand Seating India Private Limited or any other name as may be approved by the Registrar of Companies or Central Registration Centre, Ministry of Corporate Affairs. Investment by Gabriel India: • First tranche of INR 9,99,99,990/- (Indian Rupees Nine Crores Ninety-Nine Lakhs Ninety-Nine Thousand Nine Hundred and Ninety Only) in the equity share capital of the JV Co., to be made at the time of JV Co. incorporation, and • Second tranche of INR 40,00,00,000/- (Indian Rupees Forty Crores Only) in the equity share capital of the JV Co., to be made at the time of Closing. Turnover, size: Not applicable as the JV Co. is yet to be incorporated
2.	Whether the acquisition falls within related party transaction(s) and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired? If yes, nature of interest and details thereof and whether the same is done at “arm’s length”.	The initial subscription to the equity share capital of the JV Co. at the time of its incorporation does not fall within the purview of Related Party Transaction for Gabriel India. Post incorporation, the JV Co. will become an Associate of Gabriel India and hence its Related Party. Except to the extent of the share capital to be held by Gabriel India in the JV Co., the promoter/promoter group/group companies have no other interest in the JV Co.
3.	Industry to which the entity being acquired belongs.	The JV Co., to be incorporated, shall belong to Auto Component and Automotive Industry
4.	Objects and effects 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).	Gabriel India intends to subscribe 50% less 1 equity share of the JV Co., with the objective of diversifying its business into a powertrain agnostic product segment within the automotive components industry
5.	Brief details of any governmental or regulatory approvals required for the acquisition.	Not Applicable
6.	Indicative time period for completion of the acquisition.	By 31 st December 2026 or any other date as may be agreed between FSI and Gabriel India.

7.	Nature of consideration - whether cash consideration or share swap and details of the same.	Cash consideration
8.	Cost of acquisition or the price at which the shares are acquired.	The Board of Gabriel India has approved an investment of INR 49,99,99,990 (Indian Rupees Forty Nine Crores Ninety Nine Lakhs Ninety Nine Thousand Nine Hundred and Ninety Only) in following tranches: • First tranche of INR 9,99,99,990/- (Indian Rupees Nine Crores Ninety Nine Lakhs Ninety Nine Thousand Nine Hundred and Ninety Only) in the equity share capital of the JV Co., to be made at the time of JV Co. incorporation, and • Second tranche of INR 40,00,00,000/- (Indian Rupees Forty Crores Only) in the equity share capital of the JV Co., to be made at the time of Closing.
9.	Percentage of shareholding / control acquired and / or number of shares acquired.	Post incorporation, the shareholding in the proposed JV Co. shall be as under: 1) FASI: 50% plus 1 share of the total Equity Share Capital 2) Gabriel India: 50% less 1 share of the total Equity Share Capital
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).	Details about the JV Co.: Gabriel India intends to subscribe 50% less 1 equity share of the JV Co., to carry on the business of developing, manufacturing, assembling, marketing, selling and distributing primarily passenger vehicle seats, either completely assembled seats or their components/sub-assemblies/systems (excluding mechanisms), in the identified territory (i.e., India and such other Countries as may be mutually agreed). Other details are not applicable since the JV Co. is yet to be incorporated.

Annexure II

S. No	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered.	Gabriel India shall be executing a Joint Venture Agreement with FASI.
2.	Purpose of entering into the agreement.	JVA is being entered to enable formation of JV Co. to carry on the business of developing, manufacturing, assembling, marketing, selling and distributing primarily passenger vehicle seats, either completely assembled seats or their components/sub-assemblies/systems (excluding mechanisms), in the identified territory (i.e., India and such other Countries as may be mutually agreed). Following agreements shall also be executed after incorporation of JV Co.: a. TIPLA would be entered between Forvia, Faurecia India, and JV Co. to procure technical information and technical assistance for the business. b. CSA between AAPL and JV Co. to procure certain operational and management support services for the business. c. FASI-CSA between FASI and JV Co. to procure certain operational and management support services for the business. d. BTA between FASI and JV Co. to acquire the existing frames business of FASI as a going concern on a slump sale basis, excluding mechanism.
3.	Shareholding, if any, in the entity with whom the agreement is executed	Gabriel India is not holding any shares in FASI. Post incorporation of JV Co., Gabriel India will hold 50% less 1 share of total equity share capital of the JV Co.
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.	The broad terms of the JV agreement would be as under: • Board composition: 6 Directors (3 Directors from each Party) • Chairman (with casting vote): To be nominated from amongst the FASI Directors • COO & Dy. COO: ○ COO to be appointed by FASI ○ Dy. COO to be appointed by Gabriel India • Both the Parties shall have voting rights in proportion to their shareholding in JV Co. There are certain reserved matter items, passing of which

		require affirmative votes of Gabriel India as well as FASI. Standard clauses like deadlock, material event of default form part of the JVA.
5.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship.	FASI is not related to promoter/promoter group/ group companies. Except to the extent of the share capital to be held by Gabriel India in the JV Co., the promoter/promoter group/group companies have no other interest in the JV Co.
6.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	The initial subscription to the equity share capital of the JV Co. at the time of its incorporation does not fall within the purview of Related Party Transaction for Gabriel India. Post incorporation, the JV Co. will become an Associate of Gabriel India and hence its Related Party.
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued	The value for subscription for 50% less 1 share of the total equity share capital of JV Co. by Gabriel India is as follows: - First tranche of INR 9,99,99,990/- (Indian Rupees Nine Crores Ninety-Nine Lakhs Ninety-Nine Thousand Nine Hundred and Ninety Only) in the equity share capital of the JV Co., to be made at the time of JV Co. incorporation, and - Second tranche of INR 40,00,00,000/- (Indian Rupees Forty Crores Only) in the equity share capital of the JV Co., to be made at the time of Closing.
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 for termination and impact thereof.	Not Applicable